

AGENDA

Transit Committee Meeting

August 14, 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

Acquanetta Warren, Mayor
City of Fontana

Vice Chair

Joe Baca, Jr., Supervisor
County of San Bernardino

Bill Hussey, Mayor
City of Grand Terrace

Art Bishop, Council Member
Town of Apple Valley

Larry McCallon, Mayor Pro Tem
City of Highland

Eunice Ulloa, Mayor
City of Chino

Alan Wapner, Mayor Pro Tem
City of Ontario

Ray Marquez, Council Member
City of Chino Hills

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Frank Navarro, Mayor
City of Colton

Rick Denison, Council Member
Town of Yucca Valley

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

AGENDA

Transit Committee Meeting

August 14, 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. 11

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. Bi-Annual Fiscal Year 2024/2025 Railroad Right-of-Way Grants of Right of Use Report

Pg. 12

Receive and file the second half of Fiscal Year 2024/2025 (January 2025 through June 2025) Right-of-Way Grants of Right of Use Report.

Presenter: Ryan Aschenbrenner

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

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

Pg. 14

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.

4. San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2024/2025 Third Quarter

Pg. 17

Receive and file the Third 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 - Regional/Subregional Planning

5. Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in the City of Upland Pg. 42

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

Authorize the Executive Director, or her designee, to execute Work Order No. 15 under Contract No. 15-1001125 in the amount of \$164,795, to be funded with Regional Early Action Planning 2.0 funds, for Southern California Regional Rail Authority for coordination, design support, and review of the 2nd Avenue At-Grade Crossing Improvements Project and development of a construction and maintenance agreement.

Presenter: Josh Lee

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA Procurement Manager has reviewed this item and the draft work order.

Discussion - Transit

6. Fiscal Year 2025/2026 Operator Allocation - Mountain Transit Pg. 62

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

A. Allocate an additional \$782,292 of Mountain/Desert State Transit Assistance – Population Share funds to Mountain Transit for Operating Assistance.

B. Approve revisions to Mountain Transit's Short Range Transit Plan revenue assumptions to reflect the revised allocation amounts.

Presenter: Nancy Strickert

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

7. Omnitrans Specialized Transportation Services for Consolidated Transportation Services Agency Budget for Fiscal Year 2025/2026 Pg. 65

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

Approve the Omnitrans Specialized Transportation Services Budget for Consolidated Transportation Services Agency activities for Fiscal Year 2025/2026.

Presenter: Nancy Strickert

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

8. Reallocation of Fiscal Year 2020/2021 Low Carbon Transit Operations Program Funds Pg. 70

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

Adopt Resolution No. 26-001 requesting to reallocate \$364,534 of Low Carbon Transit Operations Program - Population Share funds from SBCTA's Arrow Fare Subsidy Program to Omnitrans' Student Fare Subsidy Program.

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 and the draft resolution.

9. Amendment No. 2 to Exclusive Negotiating Agreement No. 22-1002760 with Orange Blossom by Invision, LLC Pg. 73

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

Approve Amendment No. 2 to Exclusive Negotiating Agreement No. 22-1002760 with Orange Blossom by Invision, LLC, to extend the period of performance by two years, through October 14, 2027.

Presenter: Ryan Aschenbrenner

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 amendment.

10. Declaration of Exempt Surplus Property and Sale of a Portion of the Baldwin Park Branch to the City of Fontana Pg. 82

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

Adopt Resolution No. 26-002, finding and declaring property known as Assessor's Parcel Number 0191-161-25 to be exempt surplus property if sold to the City of Fontana, and delegating authority to the Executive Director, or her designee, to approve and execute a Purchase and Sale Agreement with the City of Fontana, upon approval as to form by SBCTA General Counsel, for the purchase of the exempt surplus property at fair market value as determined by an appraisal.

Presenter: Ryan Aschenbrenner

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

11. Reimbursement Agreement No. 25-1003323 with Union Pacific Railroad Company for Preliminary Engineering Services for the Ontario International Airport Connector Project Pg. 88

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

A. Approve Agreement No. 25-1003323 with Union Pacific Railroad Company (UPRR) to reimburse UPRR for the railroad's preliminary engineering analysis of tunneling under the railroad associated with the Ontario International Airport Connector Project, in the not-to-exceed amount of \$250,000, to be funded with State Transit Assistance Funds.

Agenda Item 11 (cont.)

B. Approve a contingency for a not-to exceed amount of 75,000 for Agreement No. 25-1003323, and authorize the Executive Director, or her designee, to release contingency as necessary.

Presenter: Victor Lopez

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.

12. Gold Line to Montclair Project Cost Increase and Funding Request

Pg. 96

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

A. Receive an update on the Gold Line to Montclair Project.

B. Provide direction on what the recommendation should be in response to the recent funding request from the Metro Gold Line Foothill Extension Construction Authority.

Presenter: Victor Lopez

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

Pg. 102

Acronym List

Pg. 103

Mission Statement

Pg. 105

The next Transit Committee meeting is scheduled for September 11, 2025.

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

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

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

Your cooperation is appreciated!

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

Attendance.

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

Basic Agenda Item Discussion.

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

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

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Revised June 7, 2023

Minute Action

AGENDA ITEM: 1

Date: August 14, 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
9	22-1002760-02	Orange Blossom by Invision, LLC <i>Jamal Ali Ahmad</i>	Miller Architectural Corporation Aguilar Consulting Inc. STB & Associates Fidelity National Title Company Natural Resources Assessment GeoMat Lab BJ Palmer & Associates Candela Engineering TAD Engineering
11	25-1003323	Union Pacific Railroad Company <i>Kenneth Tom</i>	None

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Transit Committee
Date: August 14, 2025
Witnessed By:

Entity: San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: August 14, 2025

Subject:

Bi-Annual Fiscal Year 2024/2025 Railroad Right-of-Way Grants of Right of Use Report

Recommendation:

Receive and file the second half of Fiscal Year 2024/2025 (January 2025 through June 2025) Right-of-Way Grants of Right of Use Report.

Background:

The San Bernardino County Transportation Authority Board of Directors (Board) adopted Real Property Policy No. 31602 on July 2, 2014 and approved revisions to Policy No. 31602 on March 6, 2019 and on October 6, 2021. In accordance with Real Property Policy No. 31602, Part VI, Policy Principles and Authority to Execute Grants of Right of Use, Section B, Approved Templates, the Board authorized the Executive Director, or her designee, to approve all Grants of Right of Use documents as approved to form by General Counsel.

Attachment A reports the Grants of Right of Use issued, amended, denied, and/or, terminated in the second half of Fiscal Year 2024/2025 in accordance with the reporting requirements of Real Property Policy No. 31602, Part IX, Section H.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026. Presentation of the Bi-Annual Right-of-Way report demonstrates compliance with the Real Property Policy No. 31602.

Reviewed By:

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

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
Transit Committee
Date: August 14, 2025
Witnessed By:

Entity: San Bernardino County Transportation Authority

Attachment A

Bi-annual Fiscal Year 2024-2025 (Janurary to June 2025) Right-of-Way Grants of Use Report

Action	Vendor Name	Contract No.	Agreement Type	Linked Agreements	Executed Date	Term	Application Fees	Annual Admin Fees	Use Fees	Amendment or Extension Fees	Waived Fees	Type Fees Waived	Waived Fee Comments
Issued	San Bernardino County	25-1003213	License Agreement	n/a	2/11/2025	Month to Month	\$ 2,230	\$ 1,200	\$ -	\$ -	\$ -	n/a	n/a
Issued	CT&T Concrete Paving, Inc.	25-1003281	License Agreement	n/a	4/3/2025	10/31/2025	\$ -	\$ -	\$ -	\$ -	\$ 2,939	Application & Use	All Fees waived - use for SBCTA's Fwy 210 at Waterman Project
Grand Total							\$ 2,230	\$ 1,200	\$ -	\$ -	\$ 2,939		

Minute Action

AGENDA ITEM: 3

Date: August 14, 2025

Subject:

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

Recommendation:

Receive and file Change Order Report.

Background:

The San Bernardino County Transportation Authority Department of Transit and Rail Programs has two ongoing construction contracts, one procurement of major equipment contract, and one vehicle procurement contract, of which two had Construction Change Orders (CCO) approved since the last reporting to the Transit Committee on June 12, 2025. The CCOs are listed below:

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

- 1) CCO 10: Drainage System Revisions. (-\$346,567)
- 2) CCO 13: Remove & Replace Palm Tree at 1533 Holt Blvd. (11,578.99)
- 3) CCO 17: Survey Control Point Revisions. (\$0.00)
- 4) CCO 22: Force Account Changes. (\$0.00)
- 5) CCO 23: Illuminated Metal Bollards 2D. (-\$53,251.20)
- 6) CCO 28: Southern California Edison Conflict with Catch Basin. (-\$1,000)
- 7) CCO 29: Pomona Transit Center Survey for Electrical Equipment Pads. (\$2,080)
- 8) CCO 36: Pedestrian Push Button Revision. (\$222,633.77)
- 9) CCO 40: Elevation Discrepancies San Bernardino County Driveway. (\$3,418.48)
- 10) CCO 42: Temporary Street Lighting from Virginia to Grove. (7,234.35)
- 11) CCO 43: Sidewalk and Parkway Grading Revisions for Stage 2B. (-\$2,773)

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

- 1) CCO 02: Increase Conduit Size from the Main Switchboard to the Temporary Fueling Station. (\$123,072.70)

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.

Entity: San Bernardino County Transportation Authority

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Financial Impact:

This item has no financial impact on the adopted 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

Approved
Transit Committee
Date: August 14, 2025
Witnessed By:

San Bernardino County Transportation Authority

Transit and Rail Programs Contracts Executed Change Orders

West Valley Connector Mainline Construction, Griffith Company (23-1002891)		
10	Drainage System Revisions	(\$346,567.00)
13	Remove & Replace Palm Tree at 1533 Holt Blvd	\$11,578.91
17	Survey Control Point Revisions	\$0.00
22	Force Account Changes	\$0.00
23	Illuminated Metal Bollards	(\$53,251.20)
28	Southern California Edison Conflict with Catch Basin	(\$1,000.00)
29	Pomona Transit Center Survey for Electrical Equipment Pads	\$2,080.00
36	Pedestrian Push Button Revision	\$222,633.71
40	Elevation Discrepancies San Bernardino County Driveway	\$3,418.41
42	Temporary Street Lighting From Virginia to Grove	\$7,234.31
43	Sidewalk and Parway Grading Revisions for Stage 2B	(\$2,773.00)
CCO Total		(\$2,050.42)
Approved Contingency		\$11,995,991.00
Remaining Contingency		\$11,998,041.41
ZEMU - Arrow Maintenance Facility (AMF) Construction Upgrade Project, Metro Builders & Engineers Group, Ltd. (23-1002922)		
	Description	Amount
2	Increase Conduit Size from the Main Switch Board to the Temporal Fueling Station.	\$123,072.71
CCO Total		\$109,551.21
Amended Approved Contingency		\$475,099.00
Remaining Contingency		\$365,547.71
ZEMU - Arrow Maintenance Facility (AMF) Procurement Upgrade Project, Proterra Builders, Inc. (23-1002961)		
	Description	Amount
CCO Total		\$22,964.91
Approved Contingency		\$56,280.21
Remaining Contingency		\$33,315.21
ZEMU- Vehicle Procurement Stadler (20-1002310)		
	Description	Amount
CCO Total		\$2,592,169.11
Approved Contingency		\$3,487,482.11
Remaining Contingency		\$895,313.00

Attachment: Contract Change Order 11198 June 2025 rev [Revision 2] (11198 : Transit and Rail Programs Contract Change Orders to On-Going

Minute Action

AGENDA ITEM: 4

Date: August 14, 2025

Subject:

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

Recommendation:

Receive and file the Third 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 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.

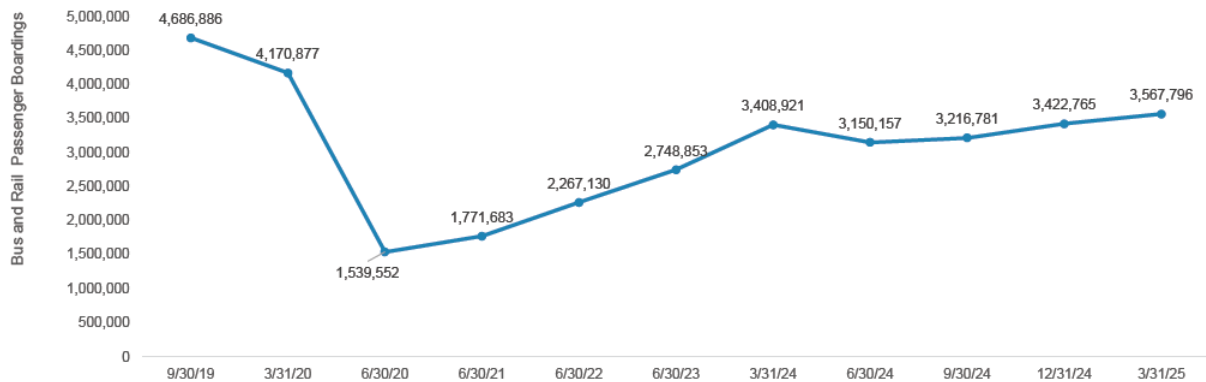
For the third quarter of Fiscal Year (FY) 2024/2025, San Bernardino County bus and rail transit operators provided approximately 3.6 million trips system-wide (as shown in Exhibit 2 on the following page). This was a 4% increase from the prior quarter.

Transit Committee Agenda Item

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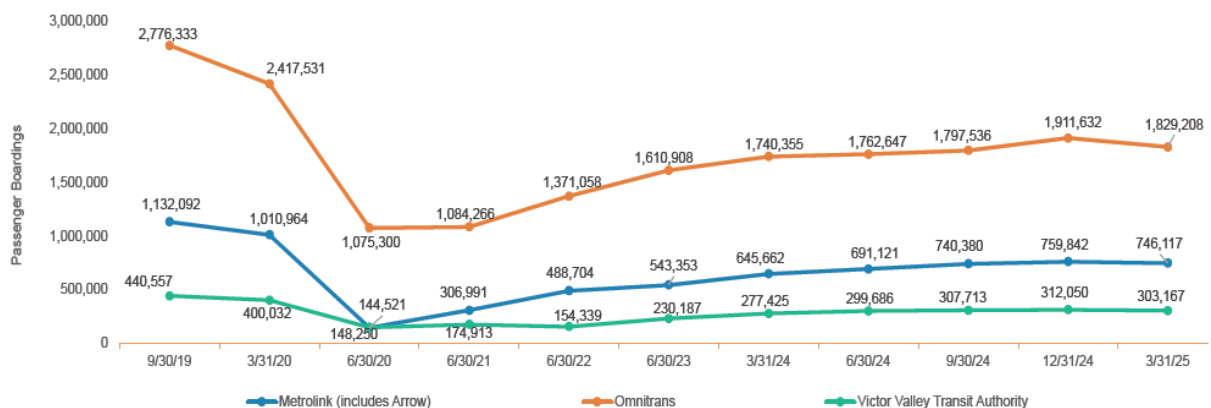
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Exhibit 2, San Bernardino County Passenger Trips by Quarter, Fall 2019 to Spring 2025



Among the larger operators, Omnitrans' ridership decreased by 4.3% and the Victor Valley Transit Authority (VVTa) also saw a 2.8% decrease in the third quarter. Collectively, Metrolink ridership for the San Bernardino and Inland Empire Orange County lines, including Arrow Service, decreased by 1.8% in the third quarter (as shown in Exhibit 3 below). However, Arrow Service did see an increase of 12% over the previous quarter. As shown on page 17 of the quarterly report.

Exhibit 3, Larger Operators' Quarterly Ridership, Fall 2019 to Spring 2025



As you can see, Exhibit 4 on the following page shows, for the small operators, Basin Transit showed a strong 15.4% growth since last quarter. Needles Transit Services showed a slight decrease of 3.7% since the previous quarter. Mountain Transit saw a 171% percent increase from the previous quarter due to the ski season months. However, it is a decrease compared to the same quarter from the previous year, likely due to reduced snowfall this year.

Transit Committee Agenda Item
August 14, 2025
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Exhibit 4, Small Operators' Quarterly Ridership, Fall 2019 to Spring 2025

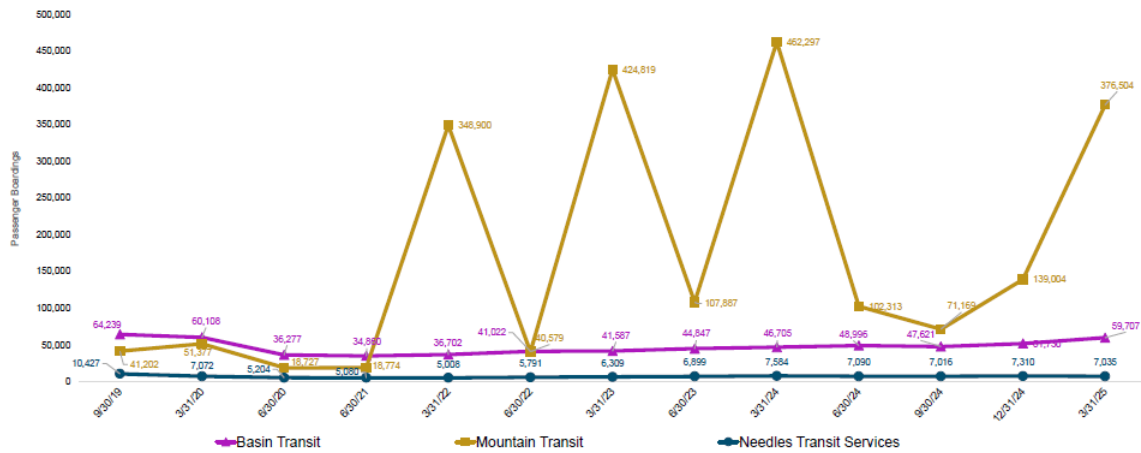
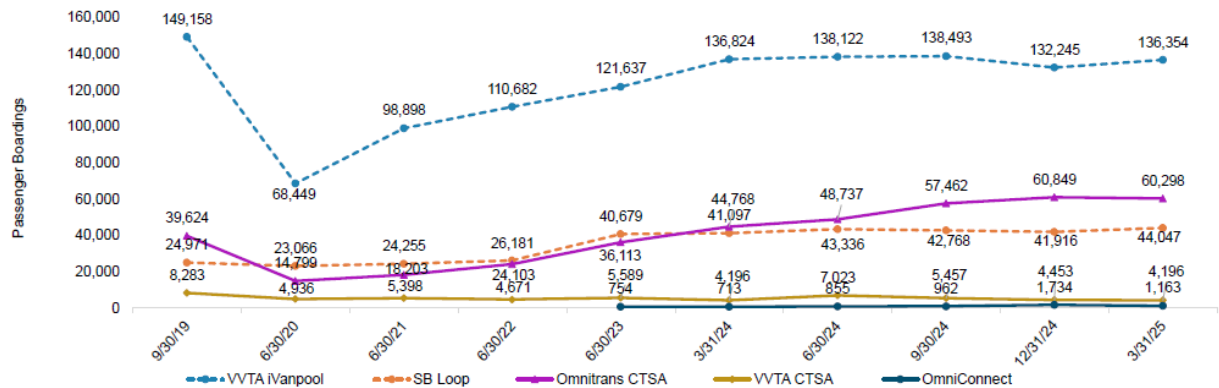


Exhibit 5 below presents the smaller public transportation services operated in San Bernardino County that include the Consolidated Transportation Services Agency (CTSA) programs of Omnitrans and VVTA, the vanpool programs of VVTA's Vanpool and SBCTA's SB Loop, as well as the first-mile, last-mile shuttle services of OmniConnect. Each program is reported individually in the Report. Collectively, these smaller programs provided 250,000 trips this quarter, which is approximately a 2% increase from the prior quarter.

Exhibit 5, Smaller Transportation Programs' Quarterly Ridership, Fall 2019 to Spring 2025



Transit Committee Agenda Item

August 14, 2025

Page 4

Current Initiatives Update

Needles Transit Services has introduced its new Fort Mohave/ Bullhead Shuttle (FMBS), providing twice-weekly service to several retail areas across the river in Arizona, providing access to fresh fruits and vegetables that are no longer available in Needles since the closure of its grocery stores. Service began on July 1, 2025, with a formal launch of the new service slated for September 4, 2025. Round-trip fares are \$9 to Zone 1 and \$12 to Zone 2, pre-paid in advance, as seats are limited.

The SBCTA team worked with City of Needles staff to design this new service, responding to residents' requests for assistance in accessing Arizona destinations. Its design parallels comparable services in Imperial County and eastern Riverside County, where small rural communities are at considerable disadvantage from key services.

Financial Impact:

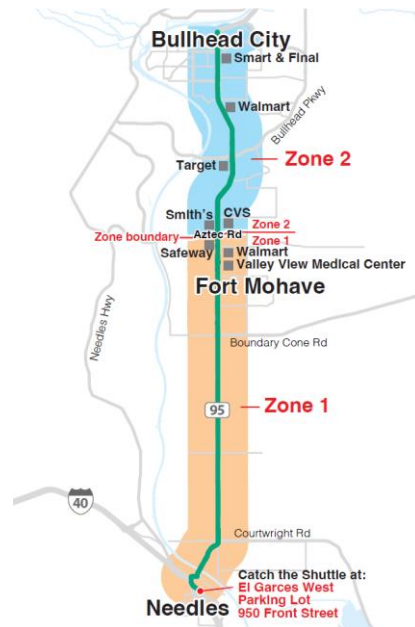
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:

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

Responsible Staff:

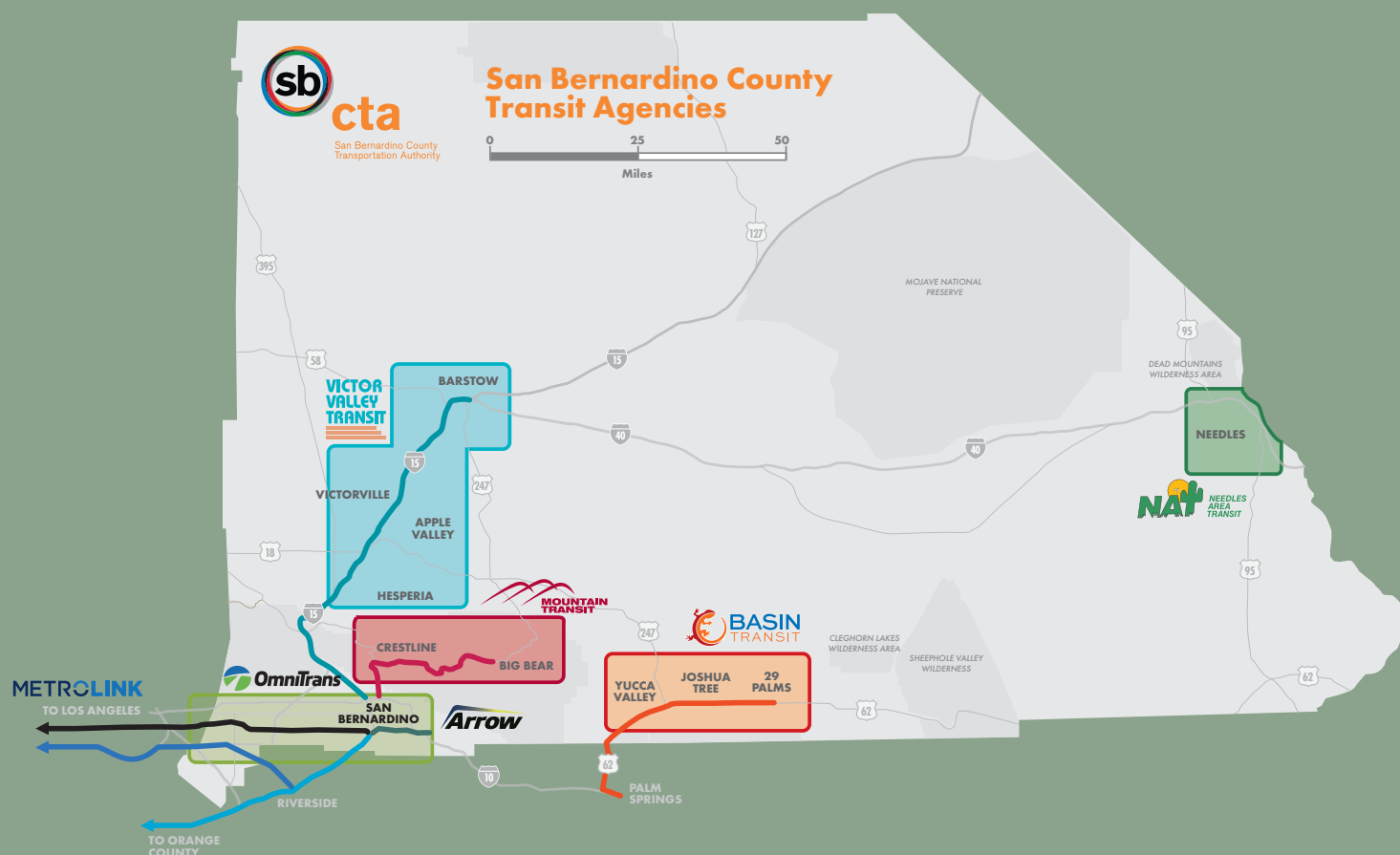
Nancy Strickert, Transit Manager



Approved
Transit Committee
Date: August 14, 2025

Witnessed By:

San Bernardino County Multimodal Transportation Quarterly Update



Third Quarter Fiscal Year 2024/2025

Volume 6, Number 3

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Introduction

The continuing story of rebuilding ridership is reported in this iteration of the SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT (Volume 6, Number 3) . The County’s public transportation operators report the winter months, third quarter experience of January, February and March 2025 of Fiscal Year 2024/2025 (FY 24/25) . A countywide picture of more than five years of public transportation performance is presented. Selected current initiatives by San Bernardino County Transportation Authority (SBCTA) are also reported, alongside a picture of each of the County’s operators as they seek to grow ridership and enhance community-level and regional transit.

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:

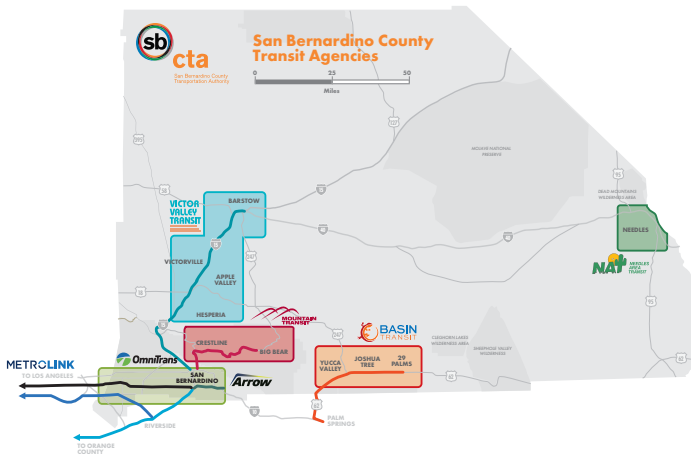
- **Consolidated Transportation Services Agencies (CTSAs) programs**

– 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 Trend is Steady

San Bernardino County public transit ridership continues to steadily increase, adding another 4% in trips provided this quarter. This brings countywide transit ridership up to 72% of its pre-Covid levels, in line with national trends that report ridership still below its 2019, pre-Covid peaks¹. The 3.6 million passenger trips of this third quarter (Exhibit 2) suggests that the year-end ridership will solidly exceed the FY 2023/2024 total of 3.2 million passenger trips.

Exhibit 2, San Bernardino County Passenger Trips by Quarter, Fall 2019 to Spring 2025

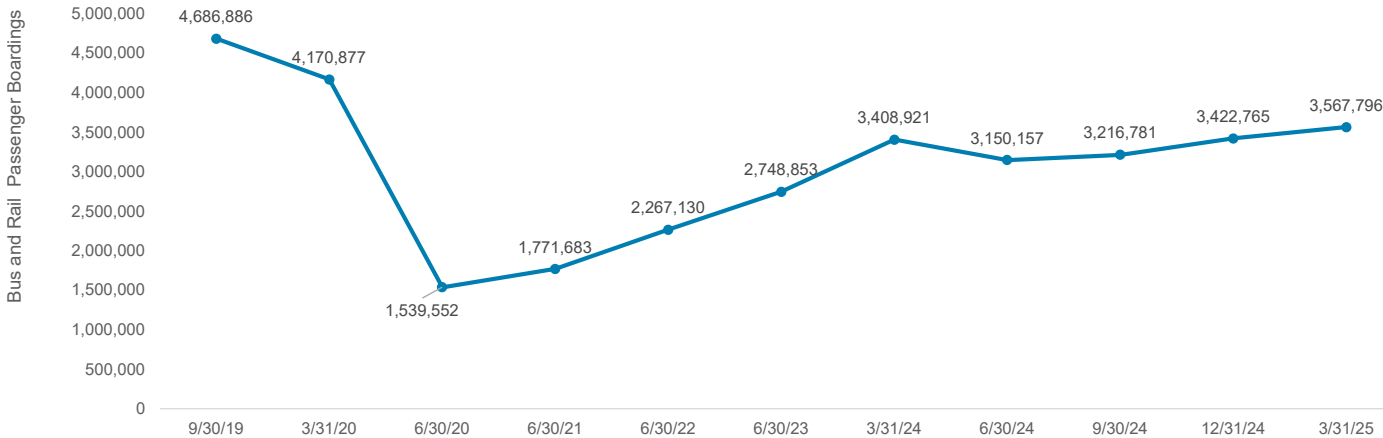
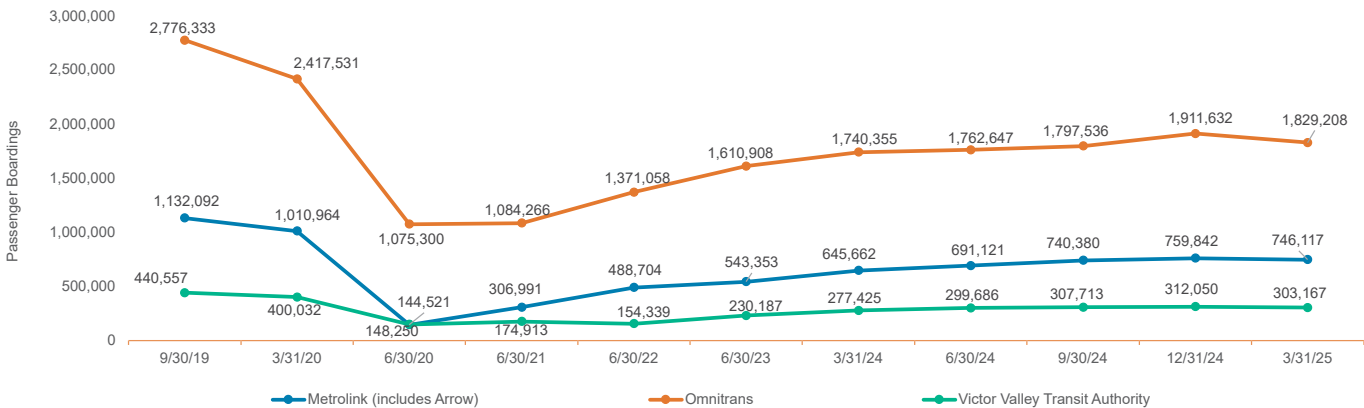


Exhibit 3 depicts a slight decline for all three large operators. Omnitrans’ ridership decreased by 4.3% from the prior quarter, while VVTA’s ridership decreased by 2.8%. Metrolink ridership, including the San Bernardino, the Inland Empire/ Orange County and the Arrow lines, saw an overall decrease in ridership of 1.8% (roughly 13,700 rides).

Exhibit 3, Larger Operators’ Quarterly Ridership, Fall 2019 to Spring 2025

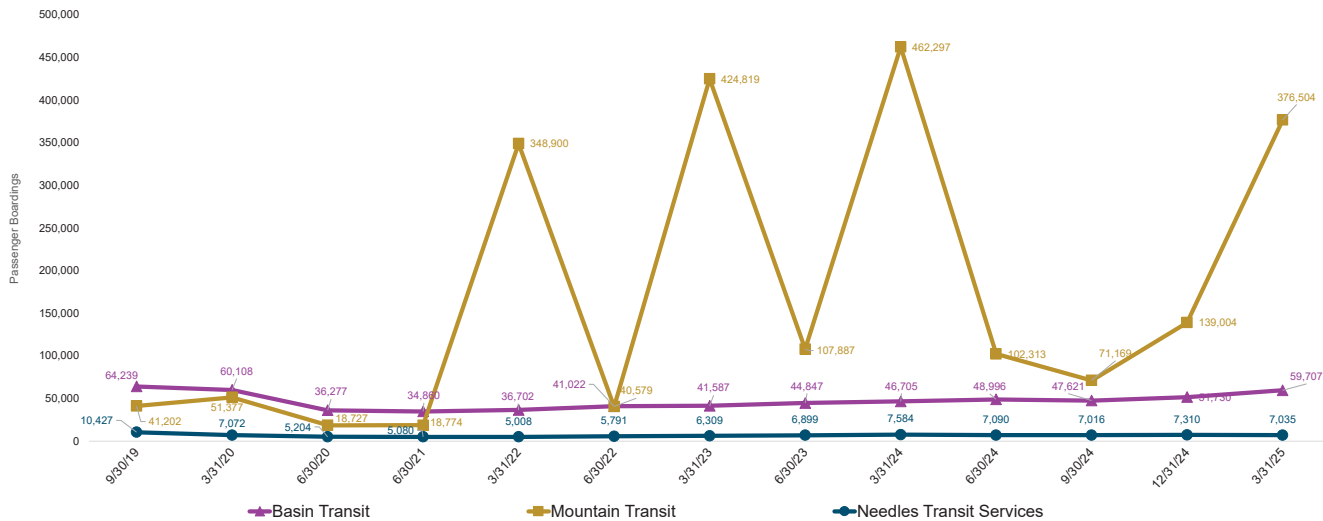


¹ <https://www.urban.org/urban-wire/transit-ridership-hasnt-recovered-pandemic-what-can-us-learn-french-transit-systems>, July 7, 2025

Commentary

Among the smaller operators, Exhibit 4 shows Mountain Transit's seasonal highs and lows, which climb during the ski season months. Due to reduced snowfall this year, Mountain Transit's ridership of almost 380,000 trips was 19% lower than in previous seasons. Basin Transit showed a healthy 15% growth since last quarter. Needles Transit Services showed a slight decrease of 4% since the winter to bring this quarter's ridership to just over 7,000 trips provided.

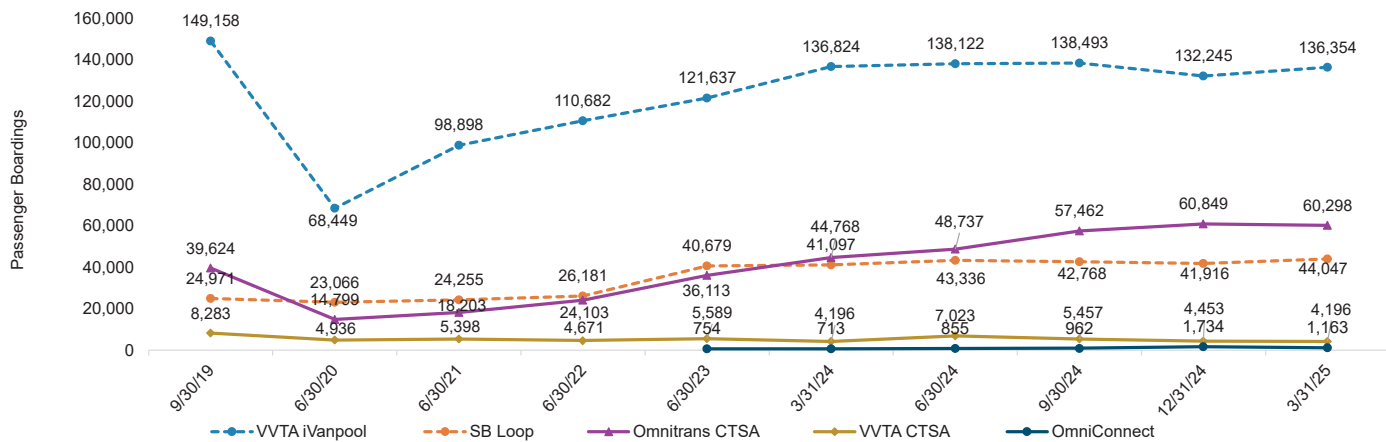
Exhibit 4, Small Operators' Quarterly Ridership, Fall 2019 to Spring 2025



* 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 individually later in this document. Collectively, these smaller programs provided almost 250,000 passenger trips, which is roughly a 2% increase from last quarter.

Exhibit 5, Smaller Transportation Programs' Quarterly Ridership, Fall 2019 to Spring 2025



Current Initiatives

Taking the Ride Happy! Transit Promotion on the Road

Continuing SBCTA's efforts to get out the word about public transit, including last quarter's Transit Equity Day promotional events, the SBCTA transit team has plans to travel out beyond the San Bernardino Valley to bring the Ride Happy! messages. This fall they will be in Needles and the Morongo Basin, anticipating Spring trips to the Victor Valley, Barstow and the Mountain communities.

Needles Transit Services

Needles Transit Services has introduced its new Fort Mohave/ Bullhead Shuttle (FMBS) providing twice-weekly service to several retail areas across the river in Arizona, providing access to fresh fruits and vegetables where they are no longer available in Needles since the closure of its grocery stores (Exhibit 6). Service began on July 1, 2025 with a formal launch of the new service slated for September 4, 2025. Round-trip fares are \$9 to Zone 1 and \$12 to Zone 2, pre-paid in advance as seats are limited.

Ride Happy! in greater Needles will mean easier access to a range of needed household items for residents who do not have access to personal transportation. The SBCTA team worked with City staff to design this new service, responding to residents' requests for assistance in accessing Arizona destinations. Its design parallels comparable services in Imperial County and eastern Riverside County where small rural communities are at considerable disadvantage from key services.

Exhibit 6, NTS New Website and FMBS Service



Free Fare Days and Countywide Transit Promotion

Dump the Pump Day — Tuesday, June 17, 2025

SBCTA held a fare-free “Dump the Pump” day to encourage San Bernardino County residents to avoid the gas station on the day of June 17th and ride transit instead. Dump the Pump was originated by the American Public Transit Association but is no longer a national campaign. Instead, SBCTA took the initiative to create promotions for the member transit systems (Exhibit 7). These included posters and flyers for onsite distribution and social media graphics for online promotion. Using a combination of SBCTA promotions and their own materials, Omnitrans, VVTA, Mountain Transit, Needles Area Transit, and Basin Transit participated in the campaign, alerting potential riders about the fare-free day in advance of June 17th and on the day itself.

Exhibit 7, Dump the Pump Day Promotions and Event



Current Initiatives

Juneteenth - June 19, 2025

Juneteenth serves as an important moment to pause and reflect on the freedom to travel when and where we want to. Transit is at the center of that freedom of mobility. To celebrate Juneteenth, SBCTA created social media graphics and texts reminding audiences of the holiday and encouraging them to check their local system for service details, since some systems limit service so their employees can enjoy the holiday too.

Exhibit 8, Juneteenth Promotions



Bike Week - May 12 through May 18, 2025

Bike Week, the second full week of May, takes advantage of spring weather to encourage travelers to combine biking with transit. Multiple Southern California and Inland Empire systems promoted Bike Week by offering free fares to passengers who traveled with their bikes. SBCTA participated in cross-agency promotion to alert riders traveling throughout the region that they could bring their bikes and pay no fare. SBCTA developed bilingual Bike Week social media content to share with participating systems, alerting potential users by posting in advance of the event.

Exhibit 9, Bike Week Promotions



Transit Promotions’ Positive Performance on Social Media

Social media posts featuring the network map SBCTA developed in 2022 consistently outperform any other graphic on social media, gaining more views (how many times the post was seen), higher reach (how many accounts saw the post), and greater engagement (how many people liked, commented or shared the post). Three posts this quarter ranked higher than any previous SBCTA social media post, gathering more than 200,000 views. That means approximately 150,000 individuals saw this important regional transit information. Most posts typically get about 300 views.

Generating New Funding from Vanpool Operations

SBCTA’s SB Loop Vanpool Subsidy Program launched in Fiscal Year 2018/2019 and began generating Federal Transit Administration (FTA) 5307 Urbanized Area Formula Funding in Federal Fiscal Year 2020/2021. To date, \$3,341,536 has been generated from vehicle and passenger revenue miles reported into the National Transit Database. The chart below provides a summary by Federal Fiscal Year allocations, which is two years behind current operations. Eligible vanpools participating in SB Loop receive up to a \$600 monthly subsidy towards the cost of their vanpool rental. Vanpools are required to have a daily average of four passengers and operate a minimum of eight days to receive the full subsidy. At the end of the third quarter, 82 vanpools were eligible for SB Loop.

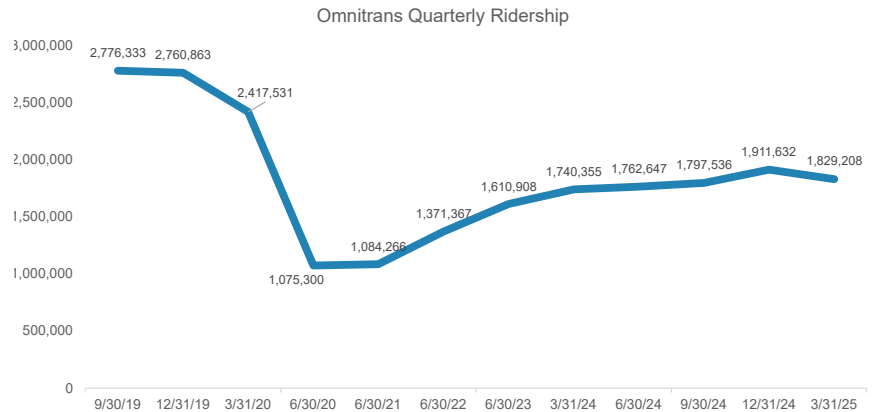
Exhibit 10, 5307 Urbanized Area Formula Funding

SB Loop Vanpool Program Revenue	
Allocation Year	Revenue
Fiscal Year 2021	\$ 281,461
Fiscal Year 2022	\$ 826,933
Fiscal Year 2023	\$ 924,670
Fiscal Year 2024	\$ 1,379,472
Total	\$ 3,412,536

Commentary and Trends

Omnitrans' fixed-route service saw a 4% decline in ridership during the third quarter of FY 24/25, with decreased ridership on both fixed-route and demand response and together providing almost 1.8 million trips.

Productivity decreased by 11%, but revenue hours are up 7%. Total operating costs decreased by 2% and passenger revenue decreased by 12%. The TDA farebox recovery ratio saw a decrease of 3%, reflecting the drop in ridership and revenue.



Performance*

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
SYSTEM Total Passenger Trips	1,911,632	1,829,208	-4%
Fixed-Route Trips**	1,873,564	1,792,260	-4%
Demand Response Trips	38,068	36,948	-3%
SYSTEM Performance			
Revenue Hours	157,356	168,327	7%
Passengers per Rev Hour	12.1	10.9	-11%
Revenue Miles	2,126,741	2,230,847	5%
Passengers per Rev Mile	0.90	0.82	-9%
Passenger Miles	9,655,298	9,344,078	-3%
Average Trip Length (miles)	5.05	5.11	1%
OPERATIONS Expense			
Total Operating Cost	\$24,700,942	\$24,322,466	-2%
Passenger Revenue	\$2,161,727	\$1,894,484	-12%
Farebox Recovery Ratio	8.8%	7.8%	-11%
Farebox Recovery (TDA Formula***)	24.6%	23.8%	-3%
Cost per Revenue Mile	\$11.61	\$10.90	-6%
Subsidy/Pass Trip – Systemwide	\$12.92	\$13.30	3%
Fixed-Route Cost per Trip	\$10.97	\$11.46	4%
Demand Response Cost per Trip	\$108.80	\$102.23	-6%
FLEET Characteristics			
Vehicles in Peak Service	(Includes sbX)	(Includes sbX)	
Fixed-Route	125	125	
Demand Response	40	40	
Total Vehicles in Peak Service	165	165	
Battery-Operated Vehicles	4	4	

* Extracted from TransTrack Manager Quarterly Scorecard during March 2025.

** OmniConnect performance data are also counted as fixed-route trips for Omnitrans services and should not be double counted with following pages.

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

OmniConnect Shuttle Services:

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

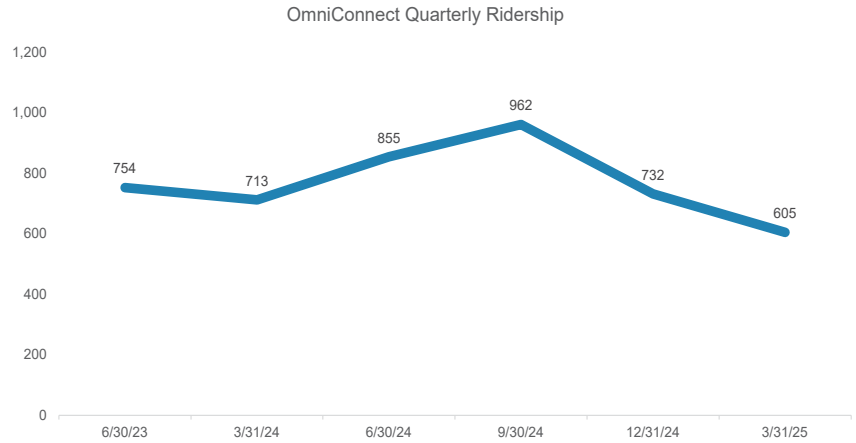


Commentary and Trends

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.

Route 380 ONT Connect carries the larger share of riders, although it experienced a 30% decrease in trips from the prior quarter while Route 300 SB Connect in downtown San Bernardino increased ridership by 51%, providing 169 trips.

Revenue hours overall increased by 5%, while passengers per revenue hour decreased by 21%. Total operating costs dropped by 3% from the previous quarter, while revenue collected from passengers saw a decrease of 64%.



Performance*

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
Total Passenger Trips**	732	605	-17%
Route 300 SB Connect	112	169	51%
Route 380 ONT Connect	620	436	-30%
Performance			
Revenue Hours	2,261	2,372	5%
Passengers per Rev Hour	0.3	0.3	-21%
Revenue Miles	20,734	22,135	7%
Passengers per Rev Mile	0.04	0.03	-23%
OPERATIONS Expense			
Total Operating Cost	\$264,370	\$256,836	-3%
Passenger Revenue (excluding local revenue)	\$1,479	\$529	-64%
Passenger Revenue	\$46,246	\$43,989	-5%
Farebox Recovery Ratio (TDA Formula***)	17.5%	17.1%	-2%
Farebox Recovery Ratio	0.6%	0.2%	-63%
Subsidy per Pass Trip	\$359.14	\$423.65	18%
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

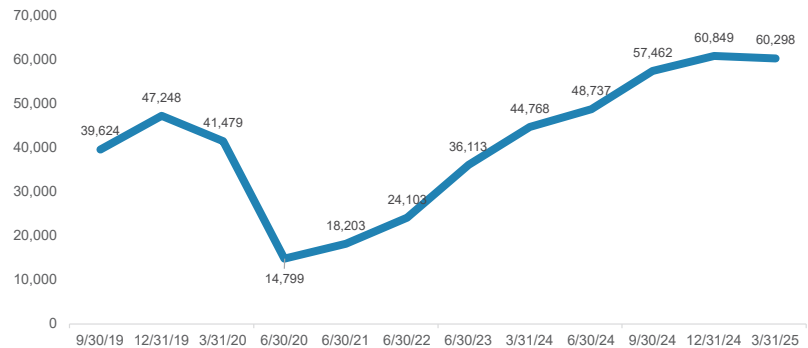
Omnitrans' CTSA programs support transportation to vulnerable populations by providing specialized transit services and through funding partnerships with human service agencies.

Total CTSA ridership decreased by 1% during the third quarter of FY 24/25, suggesting a possible plateau after five years of growth since the pandemic.

The TREP volunteer driver mileage reimbursement program increased by 5%. Use of Uber and Taxi programs saw decreases of 4% in trip-making.

Regarding the Regional Mobility Partnership Trips, the program as a whole decreased by 3%, but the biggest increase in participation came from the City of Ontario, which grew its trip-making by 31%.

Omnitrans CTSA Quarterly Ridership



Performance*

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
TOTAL TRIPS	60,849	60,298	-1%
TREP Mileage Reimbursement Trips	16,360	17,100	5%
Uber and Taxi Ride Program Trips	8,300	7,935	-4%
Travel Training Program*	66	27	-59%
Regional Mobility Partnership (RMP) Trips	36,123	35,236	-2%
<i>Anthesis</i>	10,449	10,103	-3%
<i>Lutheran Social Services</i>	1,142	1,194	5%
<i>City of Grand Terrace</i>	234	183	-22%
<i>OPARC</i>	9,710	9,311	-4%
<i>City of Chino</i>	2,344	2,196	-6%
<i>Highland Senior Center</i>	1,230	1,282	4%
<i>Loma Linda University Adult Day Health</i>	1,184	1,205	2%
<i>City of Ontario</i>	2,581	3,380	31%
<i>Foothill AIDS Project</i>	1,168	200	-83%
<i>VIP Inc.</i>	6,081	6,182	2%
<i>City of Rialto**</i>			—

* 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.

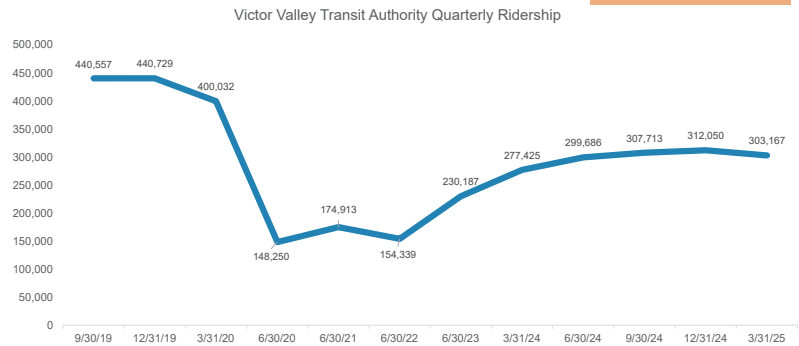
Victor Valley Transit Authority

Commentary and Trends



VVTA total ridership decreased by 3% during the third quarter of FY 24/25. Fixed route service declined by 5% while both Commuter Bus and Demand Response modes grew, the commuter service increasing ridership by 9% and paratransit trips growing by 11%.

Operating costs decreased by 2% while passenger fares increased by 7%, which has the effect of bumping up the farebox recovery ratio 9% despite the decline in fixed route ridership.



Performance*

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
SYSTEM Total Passenger Trips	312,050	303,167	-3%
Fixed-Route Trips	271,650	258,563	-5%
Commuter Bus Trips	7,298	7,923	9%
Demand Response Trips	33,102	36,681	11%
SYSTEM Performance [excludes vanpool revenue hours & miles]			
Revenue Hours	69,742	69,873	0%
Passengers per Rev Hour	4.5	4.3	-3%
Revenue Miles	1,128,554	1,124,887	0%
Passengers per Rev Mile	0.28	0.27	-3%
OPERATIONS Expense [excludes vanpool expense & revenue]			
Total Transit Operating Cost	\$12,551,851	\$12,261,658	-2%
Passenger Revenue	\$482,520	\$516,057	7%
Farebox Recovery Ratio Systemwide	3.8%	4.2%	9%
Cost per Revenue Mile	\$11.12	\$10.90	-2%
Subsidy/Pass Trip – Systemwide	\$38.68	\$38.74	0%
Fixed-Route Cost per Trip	\$33.14	\$33.99	3%
Commuter Bus Cost per Trip	\$39.03	\$38.38	-2%
Demand Response Cost per Trip	\$98.61	\$86.42	-12%
FLEET Characteristics			
Vehicles in Peak Service	Includes 12 Electric Vehicles	Includes 12 Electric Vehicles	
Fixed-Route	49	49	
Commuter	6	6	
Demand Response	36	36	
Total Vehicles in Peak Service	91	91	
Service Area Square Mileage	1,082	1,082	
Vehicles per Square Mile	0.07	0.07	

* Extracted from TransTrack Manager Quarterly Scorecard during March 2025.

Victor Valley Transit Consolidated Transportation Services Agency (CTSA)

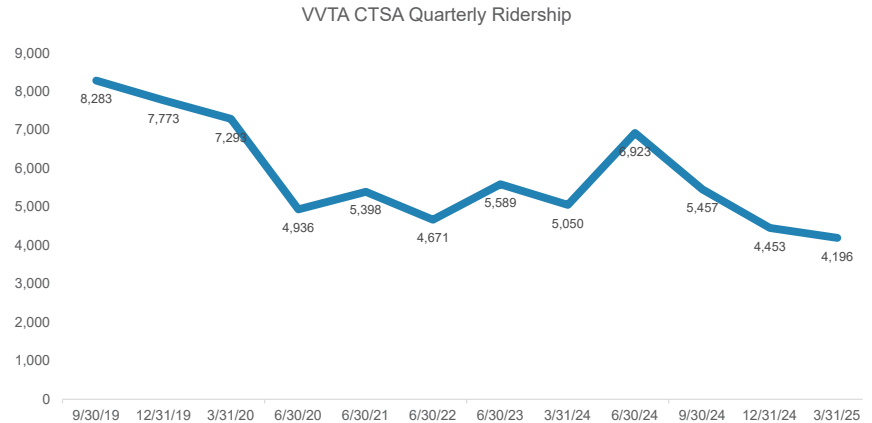


Commentary and Trends

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

Overall, the CTSA programs experienced a decrease of 6% in participation. However, the nonprofit, directly-operated service providers did witness increases in their programs. Among these, Foothill AIDS project saw the biggest growth in participation at 59%.

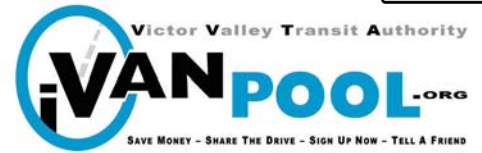
The greatest decline during this period was in the TRIP volunteer driver mileage reimbursement program, which saw a 36% decline in trips provided and, as the largest of the CTSA programs, this had the greatest impact on the overall trips provided.



Performance

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
TOTAL TRIPS	4,453	4,196	-6%
TRIP Program	3,099	1,976	-36%
Nonprofit Providers	987	1,236	25%
Foothill AIDS Project	266	422	59%
Abundant Living Church	431	429	0%
Heart's Extended			
Trona Community and Senior Center	240	318	33%
Bonnie Baker Senior Center	50	67	34%
Travel Training Program	0	0	0%
Fare Media Scholarship Program	367	984	168%
TOTAL MILES	120,879	112,483	-7%
TRIP Program	120,879	112,483	-7%
TOTAL HOURS	41	0	-100%
Transit Ambassador Program	41	0	-100%

Victor Valley Transit iVanpool

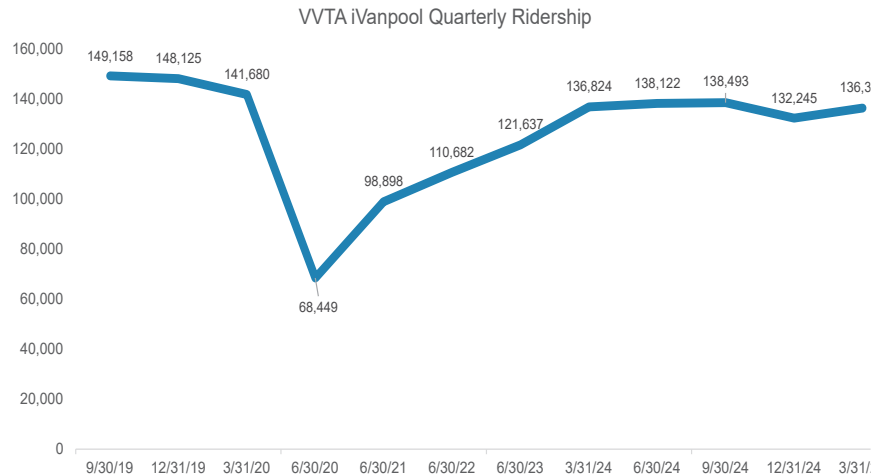


Commentary and Trends

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 increased by 6 vans from last quarter to 216 vans. Unlinked Passenger Trips and Passenger Miles saw notable increases of 3% and 5%, respectively. Passenger Miles is the sum of the distances ridden by each passenger and a useful measure of the scale of vanpool trip-making, now approaching 7 million passenger miles annually.

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

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
Performance			
Number of Vanpools	210	216	3%
Revenue Miles	1,395,406	1,350,977	-3%
Revenue Hours	28,654	27,395	-4%
Unlinked Passenger Trips	132,245	136,354	3%
Passenger Miles	6,686,368	6,997,663	5%
Subsidies Disbursed	\$378,839	\$388,689	3%
Participation Fees	\$277,072	\$279,492	1%

Basin Transit

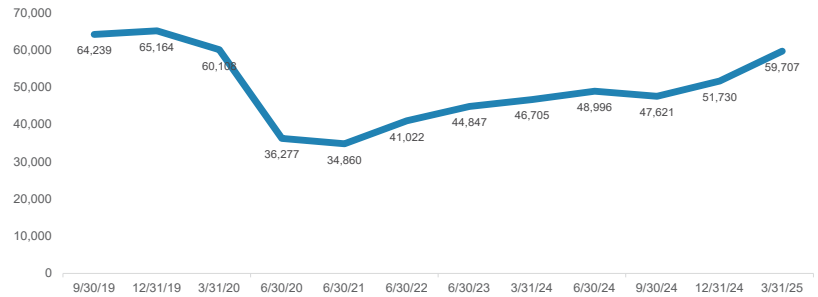
Commentary and Trends

Basin Transit's total ridership increased by 15% during the third quarter of FY 24/25, mostly attributable to fixed-route bus trips, with an additional 7,929 trips (17%) taken in the third quarter. Commuter bus trips increased by 10%, while Demand Response fell 4%.

The TREP volunteer driver, mileage reimbursement Program saw a decrease of 5%. Operating costs were down, as well as Cost Per Revenue Mile. Ridership and productivity gains were achieved during a period when Basin Transit installed a new Intelligent Transit System (ITS) on its vehicles in December 2024 to better track fare types and count passenger boardings.



Basin Transit Quarterly Ridership



Performance*

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
SYSTEM Total Passenger Trips	51,730	59,707	15%
Fixed-Route Trips	46,187	54,116	17%
Commuter Bus Trips	1,814	1,995	10%
Demand Response Trips	3,729	3,596	-4%
SYSTEM Performance			
Revenue Hours	8,030	8,728	9%
Passengers per Rev Hour	6.4	6.8	6%
Revenue Miles	167,768	161,455	-4%
Passengers per Rev Mile	0.31	0.37	20%
OPERATIONS Expense			
Total Operating Cost	\$1,380,503	\$1,141,534	-17%
Passenger Revenue	\$124,157	\$75,305	-39%
Farebox Recovery Ratio Systemwide	9.0%	6.6%	-27%
Cost per Revenue Mile	\$8.23	\$7.07	-14%
Subsidy/Pass Trip – Systemwide	\$24.29	\$17.86	-26%
Fixed-Route Cost per Trip	\$22.70	\$14.26	-37%
Commuter Bus Cost per Trip	\$72.79	\$54.58	-25%
Demand Response Cost per Trip	\$53.64	\$72.62	35%
TREP Mileage Reimbursement Program			
TREP Clients	131	125	-5%
TREP Trips	1,734	1,163	-33%
TREP Miles Reimbursed	35,573	24,035	-32%
Mileage Reimbursement Cost	\$14,229	\$9,614	-32%
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

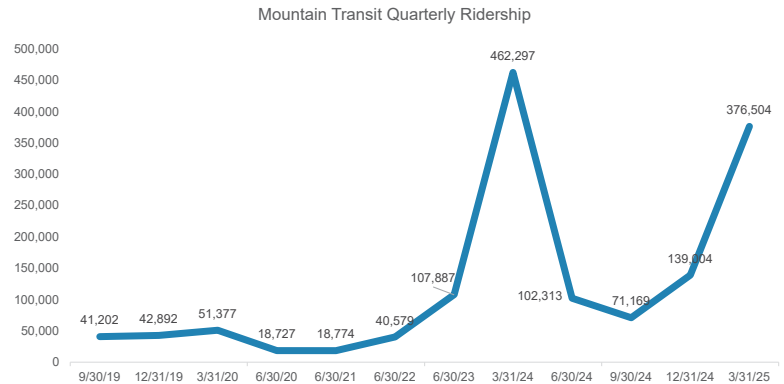
Mountain Transit's third quarter ridership increased dramatically since the last quarter, reaching almost 380,000 trips provided, due to its ski service. It did not quite achieve last winter's peak of over 460,000 trips, in part due to weather less favorable to skiers.

Revenue hours saw an uptick of 12%

commensurate with serving the ski market.

Passengers per revenue hour more than doubled to 24.5, reflecting the high winter quarter ridership.

Farebox recovery increased by 30% due to the ski service revenue, reflecting an impressive farebox recovery of 37.9%.



Performance*

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
SYSTEM Total Passenger Trips	152,200	376,504	147%
Fixed-Route Trips	146,265	372,341	155%
Commuter Bus Trips	2,330	1,300	-44%
Demand Response Trips	3,605	2,863	-21%
SYSTEM Performance			
Revenue Hours	13,733	15,362	12%
Passengers per Rev Hour	11.1	24.5	121%
Revenue Miles	205,133	209,333	2%
Passengers per Rev Mile	0.74	1.80	142%
OPERATIONS Expense			
Total Operating Cost	\$1,914,178	\$2,235,903	17%
Passenger Revenue	\$556,575	\$847,355	52%
Farebox Recovery Ratio Systemwide	29.1%	37.9%	30%
Costs per Revenue Mile	\$9.33	\$10.68	14%
Subsidy/Pass Trip – Systemwide	\$8.92	\$3.69	-59%
Fixed-Route Cost per Trip	\$10.29	\$4.85	-53%
Commuter Bus Cost per Trip	\$58.41	\$115.08	97%
Demand Response Cost per Trip	\$75.85	\$97.43	28%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route	11	11	
Demand Response	2	2	
Off the Mountain	2	2	
Seasonal Service	14	14	
Airport Shuttle	1	1	
Total Vehicles in Peak Service	30	30	
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

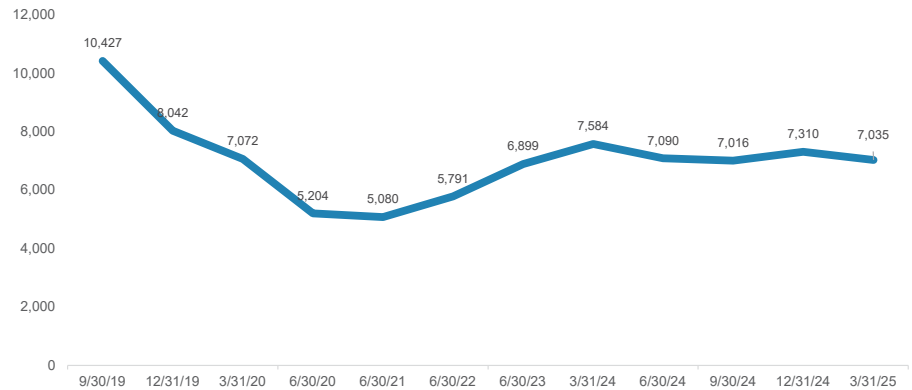


Commentary and Trends

Needles Transit Services saw a decrease of 4% in Passenger Trips. However, Passenger Revenue did increase by 7%. The number of passengers carried per hour also saw a decrease of 4%.

The farebox recovery ratio improved to 10.4%, improving from 9.7% in the second quarter.

Needles Transit Services Quarterly Ridership



Performance*

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	% change from 2nd Quarter
	Current Year FY 24/25	Current Year FY 24/25	
SYSTEM Total Passenger Trips	7,310	7,035	-4%
Fixed-Route Trips	5,756	5,310	-8%
Demand Response Trips	1,554	1,725	11%
SYSTEM Performance			
Revenue Hours	1,198	1,207	1%
Passengers per Rev Hour	6.1	5.8	-4%
Revenue Miles	15,506	15,752	2%
Passengers per Rev Mile	0.47	0.45	-5%
OPERATIONS Expense			
Total Operating Cost	\$144,131	\$143,070	-1%
Passenger Revenue	\$13,911	\$14,912	7%
Farebox Recovery Ratio Systemwide	9.7%	10.4%	8%
Costs per Revenue Mile	\$9.30	\$9.08	-2%
Subsidy/Pass Trip – Systemwide	\$17.81	\$18.22	2%
Fixed-Route Cost per Trip	\$20.41	\$21.76	7%
Demand Response Cost per Trip	\$17.14	\$15.94	-7%
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

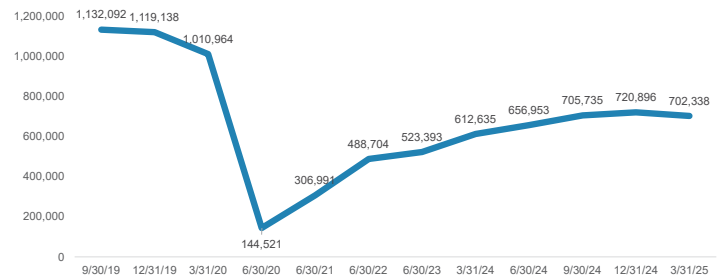
Commentary and Trends

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. Metrolink added additional train service between the Covina Station and L.A. Union Station, although this likely had limited impact on riders originating or terminating in San Bernardino County.

Ridership decreased on the SBL but increased by 8% on the IEOCL. The number of weekday trains increased from 17 in the second quarter to 22 in the third quarter, beginning January 27, 2025 to address issues of decreasing on-time performance.

METROLINK

Metrolink Quarterly Ridership



Performance

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
SYSTEM Passenger Boardings by Line	720,896	702,338	-3%
TOTAL San Bernardino Line (SBL)	552,907	521,398	-6%
TOTAL Inland Empire Orange County Line (IEOCL)	167,989	180,940	8%
Boardings at San Bernardino County Stations			
San Bernardino Line	182,266	171,992	-6%
IEOC Line	8,059	9,032	12%
Riverside Line	7,740	7,736	0%
FINANCIAL - Total San Bernardino Line w/ MOW1			
Operating Cost SB Line			
Farebox Revenue SB Line	N/A	N/A	
Farebox Recovery Ratio SB Line			
FINANCIAL - Total IEOC Line w/ MOW1			
Operating Cost IEOC Line			
Farebox Revenue IEOC Line	N/A	N/A	
Farebox Recovery Ratio IEOC Line			
PERFORMANCE MEASURES - San Bernardino Line			
Passenger Miles	20,160,049	18,892,401	-6%
Average Passenger Trip Length	36.6	36.3	-1%
PERFORMANCE MEASURES - IEOC Line			
Passenger Miles	5,840,586	6,363,708	9%
Average Passenger Trip Length	37.3	35.1	-6%
SERVICE LEVELS			
San Bernardino Line			
# of trains per weekday WB	17	22	
# of trains per weekday EB	17	22	
# 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	

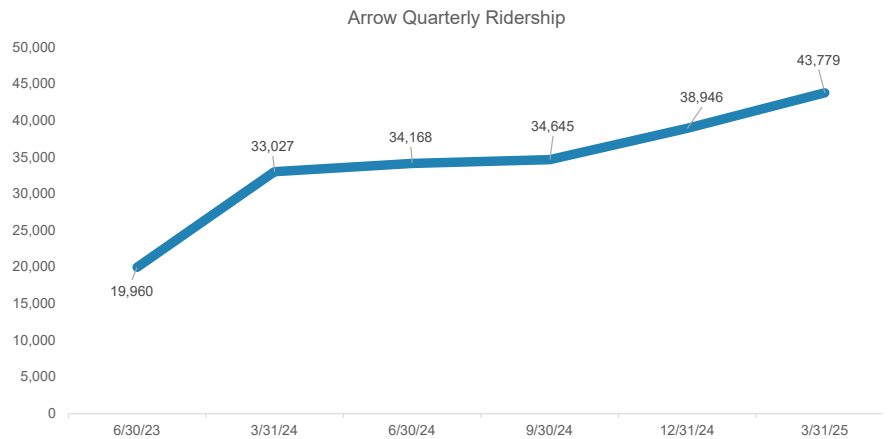
Commentary and Trends

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. Ridership continues to grow.

During the third quarter of FY 24/25, Arrow boardings grew again compared to the previous quarter, increasing by 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 16% during FY 24/25, with an average passenger trip length of 6.6 miles.

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



Performance

2nd Quarter FY 24/25

3rd Quarter FY 24/25

Current Year
FY 24/25

Current Year
FY 24/25

% change from
2nd Quarter

Passenger Boardings

Total Passenger Boardings	38,946	43,779	12%
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FINANCIAL

Operating Cost			
Farebox Revenue	N/A	N/A	
Farebox Recovery Ratio			

PERFORMANCE MEASURES - Arrow

Passenger Miles	252,189	291,965	16%
Average Passenger Trip Length	6.5	6.6	2%

SERVICE LEVELS

# of trains per weekday WB	23	23	
# of trains per weekday EB	23	23	
# of trains per Saturday WB/EB	16	16	
# of trains per Sunday WB/EB	16	16	

SBCTA Multimodal Programs

SB Loop

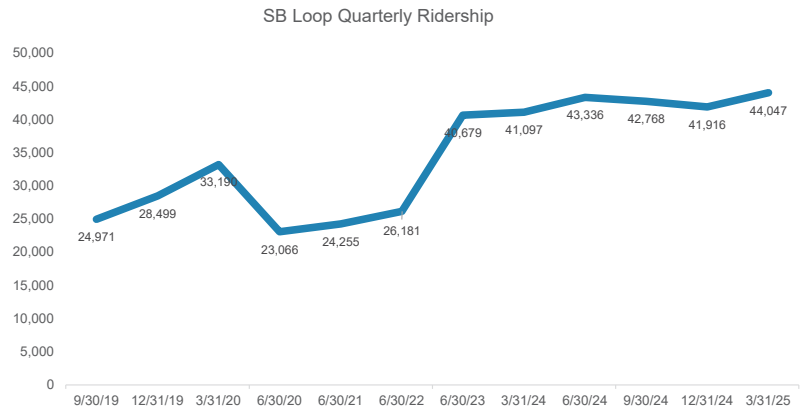


Commentary and Trends

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 third quarter of FY 24/25, SB Loop vanpool trips increased by 5%, with 4 new vans participating.

SBCTA provided over \$143,000 in disbursed subsidies to offset the costs of vanpool participation while total passenger fees received increased 6% since the last quarter. The average subsidy per passenger trip was \$3.26 during the third quarter.



Performance

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
SYSTEM Totals			
Number of Vanpools	78	82	5%
Vanpool Passenger Trips	41,916	44,047	5%
SYSTEM Performance			
Passenger Miles	1,563,685	1,689,526	8%
Passengers/Miles	37.3	38.4	3%
OPERATIONS Expense			
Subsidies Disbursed	\$138,386	\$143,667	4%
Participation Fees	\$302,217	\$319,138	6%
Subsidy per Passenger Trip	\$3.30	\$3.26	-1%
Average Cost per Passenger Trip	\$10.51	\$10.51	0%

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 third quarter, IE Commuter increased the previous years' total of employer participation by two employers and the total number of IE Commuter accounts has increased by 7% over the FY 23/24 total at the end of this third quarter. However, survey activity total employers surveyed, as well as total commuters surveyed is still below the previous years' total.

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

Performance*

	FY 23/24 Year-End	FY 24/25 Year to Date
	Previous Year FY 23/24 Year-End	Current Year FY 24/25
PROGRAM Totals		
Total Number of Employers	116	118
Total Number of Employer Worksites	825	883
Total Number of IE Commuter Accounts	75,388	80,717
Number of Accounts Active for Ridematching	10,630	12,221
EMPLOYER Totals		
Total Employers Surveyed	32	14
Total Commuters Surveyed	42,834	30,249
Vehicle Trip Reductions (VTR)	2,851,264	2,350,053
Vehicle Miles Traveled (VMT) Reduced	88,170,485	83,512,643
Greenhouse Gas Emissions (GHG) Reduced (lbs)	78,640,925	67,772,742
INCENTIVE Totals		
Total Participants	1,355	1,349
Vehicle Trip Reductions (VTR)	109,150	68,773
Vehicle Miles Traveled (VMT) Reduced	3,244,016	1,738,959

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

Minute Action

AGENDA ITEM: 5

Date: August 14, 2025

Subject:

Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in the City of Upland

Recommendation:

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

Authorize the Executive Director, or her designee, to execute Work Order No. 15 under Contract No. 15-1001125 in the amount of \$164,795, to be funded with Regional Early Action Planning 2.0 funds, for Southern California Regional Rail Authority for coordination, design support, and review of the 2nd Avenue At-Grade Crossing Improvements Project and development of a construction and maintenance agreement.

Background:

Cooperative Agreement No. 15-1001125, between San Bernardino County Transportation Authority (SBCTA) and the Southern California Regional Rail Authority (SCRRA), allows SBCTA to expedite the completion of improvement projects through the issuance of work orders for project tasks related to flagging, inspections, design reviews, and general coordination of proposed projects in and around the railroad right-of-way in San Bernardino County in which SCRRA operates and maintains Metrolink commuter rail service. The Cooperative Agreement has been included as Attachment A to this item.

Under Article 7. Maximum Obligation, the Cooperative Agreement authorizes the SBCTA Executive Director and SCRRA Chief Executive Officer to execute work orders up to \$100,000 per work order, unless authorized by SBCTA's Board of Directors (Board) and agreed to in writing by both SBCTA and SCRRA. This item requests authorization from the Board to authorize the Executive Director to execute Work Order No. 15 in the amount of \$164,795 under the Cooperative Agreement No. 15-1001125 for a revised not-to-exceed total of \$1,551,152.99.

Work Order No. 15 will be funded with Regional Early Action Planning (REAP) 2.0 funds. At the June 5, 2024 Board Meeting, the Board authorized a total not-to-exceed amount of \$18,281,950 for REAP 2.0. A portion of the REAP 2.0 funds were identified as contingency for the Countywide Multimodal Complete Streets Program.

In the same action, the Board authorized the Executive Director to execute specific Contract Task Orders (CTO) for REAP 2.0 projects. One of the projects under the Countywide Multimodal Complete Streets Program is the City of Upland Affordable Housing and Complete Streets Project. SBCTA awarded CTO No. 15 on February 4, 2025, to HNTB to provide the Plans, Specifications, and Estimates for the project on behalf of the City of Upland, which includes work at the 2nd Avenue At-Grade Crossing. The At-Grade Crossing is located on SCRRA's San Gabriel Subdivision at Mile Post 36.98. Part of those improvements include upgrading an existing No. 9 gate to a No. 9A cantilever gate and installing entrance and exit pedestrian warning devices for both southbound and northbound directions.

This work order with SCRRA is required for project coordination with the consultant team and the California Public Utilities Commission, design support, and review of the 2nd Avenue At-Grade Crossing Improvements Project based on Scope of Work items listed in Attachment B,

Entity: CTA, San Bernardino County Transportation Authority

Transit Committee Agenda Item

August 14, 2025

Page 2

as well as the development of a construction and maintenance (C&M) agreement. The C&M agreement will be executed before the project goes into the construction phase and will terminate the work under this Work Order No. 15.

The Work Order has been negotiated between the staff of both SBCTA and SCRRA and is recommended for approval.

Financial Impact:

The Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Regional Early Action Planning 2.0 grant funds in 0404 Subregional Planning.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA Procurement Manager has reviewed this item and the draft work order.

Responsible Staff:

Josh Lee, Deputy Director of Planning

Approved
Transit Committee
Date: August 14, 2025

Witnessed By:

Contract Summary Sheet

5.a

General Contract Information

Contract No: 15-1001125 Amendment No.: _____ Work Order No. 15

Contract Class: Payable Department: Transit

Vendor No.: 02003 Vendor Name: Southern California Regional Rail Authority

Description: Work Order No. 15 2nd Ave At-Grade Crossing Improvements Project

List Any Related Contract Nos.: _____

Dollar Amount

Original Contract	\$	-	Original Contingency	\$	-
Prior Amendments	\$	1,386,357.99	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	164,795.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	1,551,152.99	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	1,551,152.99

Contract Authorization

Board of Directors Date: 9/3/2025 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Capital Project Contracts

Sole Source? N/A

No Budget Adjustment

State/Local

Professional Services (Non-A&E)

N/A

Accounts Payable

Estimated Start Date: 9/1/2025 Expiration Date: 12/31/2026 Revised Expiration Date: _____

NHS: N/AQMP/QAP: N/APrevailing Wage: N/A

								Total Contract Funding:	Total Contingency:
								\$	\$
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	1,551,152.99	-
GL	1038	30	0315	0330	52005		LTF - Rail	16,954.27	-
GL	6015	30	0315	0330	52005		Project Fund	5,651.42	-
GL	1038	30	0315	0331	52005		LTF - Rail	19,150.59	-
GL	6015	30	0315	0331	52005		Project Fund	6,383.53	-
GL	4150	30	0315	0324	52005		MSI Rail	9,366.57	-
GL	6250	30	0315	0324	52005		MSI Rail Bond	13,427.29	-
GL	1050	30	0315	0328	52005		STA	39,853.40	-
GL	1050	30	0312	0352	52005		STA	-	-
GL	2080	40	0860	0827	52005		HBP	77,529.06	-
GL	4131	40	0860	0827	52005		MSI	7,753.72	-
GL	6010	40	0860	0827	52005		City of SB	6,279.61	-
GL	6010	40	0860	0827	52005		BNSF	5,735.00	-
GL	1080	30	0314	0377	52005		Rail Assets	-	-
GL	2750	30	0315	0336	52001		TIRCP - SB 125	100,000.00	-
GL	4150	30	0314	0371	52001		MSI Rail	100,000.00	-
GL	6010	20	0404	0417	52005		AP 2.0 CTC Partnership Upa	164,795.00	-

Victor Lopez

Victor Lopez

Project Manager (Print Name)

Task Manager (Print Name)

**COOPERATIVE AGREEMENT No. 15-1001125
BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FOR
SUPPORT ACTIVITIES
FOR
RAIL CORRIDOR IMPROVEMENT PROJECTS WITHIN SAN BERNARDINO COUNTY**

This Cooperative Agreement ("AGREEMENT") is effective this 26th day of March 2015 2014, by and between the SAN BERNARDINO COUNTY ASSOCIATED GOVERNMENTS, 1170 W. 3rd Street, San Bernardino, CA 92410-1715 Y, acting in its capacity as the San Bernardino County Transportation Commission (hereinafter referred to as "SANBAG"), and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY, One Gateway Plaza, 12th Floor, Los Angeles, California 90012 (hereinafter referred to as "SCRRA"). Herein SANBAG and SCRRA are sometimes individually referred to as "PARTY", and collectively referred to as "PARTIES".

RECITALS:

WHEREAS, SCRRA is a five-county joint exercise of powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the "METROLINK" commuter train system on railroad right-of-way owned by the agencies that are members of the Joint Exercise of Powers Agreement, and through other shared use and joint operation agreements. The Member Agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority ("MTA"), Ventura County Transportation Commission ("VCTC"), Orange County Transportation Authority ("OCTA"), San Bernardino Associated Governments ("SANBAG"), and Riverside County Transportation Commission ("RCTC"); and

WHEREAS, SANBAG is the County Transportation Commission for San Bernardino County organized and existing under the laws of the State of California pursuant to Section 130050 et seq. of the California Public Utilities Code. SANBAG is the owner of a portion of the property comprising the railroad right-of-way in San Bernardino County on which SCRRA operates Metrolink commuter rail service, and is a Member Agency signatory to the Joint Exercise of Powers Agreement; and

WHEREAS, SCRRA (through the Joint Exercise of Powers Agreement), the National Railroad Passenger Corporation (AMTRAK), and the BNSF Railway, operate trains and rail equipment on portions of the right-of-way owned by SANBAG, in accordance with easements, Shared Use Agreements, and the “Intercity Agreement” between SCRRA, the Member Agencies, and AMTRAK; and

WHEREAS, the tracks on which SCRRA, the BNSF, and AMTRAK operate are part of the General System of Railroad Transportation, and SCRRA is responsible for compliance with all federal and state regulations governing the General System of Railroad Transportation, and SCRRA is granted the authority under the Joint Exercise of Powers Agreement to establish the policies and rules governing the operations on the Metrolink system; and

WHEREAS, design and construction for rail projects is generally the responsibility of SCRRA under Section 130255 of the California Public Utilities Code and the Joint Exercise of Powers Agreement governing SCRRA. However, an individual Member Agency may, under the provisions of the Joint Exercise of Powers Agreement, design and manage the construction of special projects wanted solely for the benefit of that Member Agency; and

WHEREAS, SANBAG desires to enhance rail service in San Bernardino County by advancing various rail corridor improvement projects; and

WHEREAS, in exercising its rights, duties, and obligations, pursuant to Section 130255 of the Public Utilities Code, the Joint Exercise of Powers Agreement, and in managing the railroad operating environment in accordance with Federal Railroad Administration’s Safety and Operating Rules there is a regular and on-going need for SCRRA to provide railroad related design, construction, operation, and management services to support the special projects undertaken by SANBAG for which funding is not included in the SCRRA Annual Operating Budget;

WHEREAS, SANBAG and SCRRA desire to cooperate for the purpose of advancing the special projects desired by SANBAG. These special projects are hereinafter referred to individually as a “PROJECT” and collectively as the “PROJECTS.”

NOW, THEREFORE, it is mutually understood and agreed by SANBAG and SCRRA as follows:

ARTICLE 1. DEFINITIONS

- A. "Operating Railroads" means any passenger or freight-related railroad company(s) operating on SCRRRA operated track(s), including the National Railroad Passenger Corporation (AMTRAK), and the BNSF Railway Company (BNSF).
- B. "Work Order" means the document similar in form to that in Exhibit B, signed by authorized representatives from both PARTIES, that SANBAG will issue upon agreement by the PARTIES describing the support services to be provided by SCRRRA for a PROJECT, along with associated budget and schedule, and that authorizes SCRRRA to perform work and to be reimbursed by SANBAG in accordance with the terms of this AGREEMENT.
- C. "Support Activities" means the railroad related engineering, design, and other services provided by SCRRRA necessary to advance the PROJECTS desired by SANBAG.

ARTICLE 2. SCOPE OF SERVICES

- A. SANBAG and SCRRRA agree that this AGREEMENT and the Work Orders executed hereunder will be utilized in the planning through construction phases of the PROJECTS.
- B. The typical Support Activities to be provided by SCRRRA are identified in Exhibit A. The list of typical Support Activities is not all-inclusive. Each Work Order will specify the Support Activities necessary to support a Project. It is understood that services will be defined in each Work Order and agreed to by the PARTIES.
- C. SCRRRA shall provide management oversight of the operating train control, signals, communications systems, and positive train control. SCRRRA shall manage and coordinate all PROJECTS with the Operating Railroads.

ARTICLE 3. DELEGATED AUTHORITY

The actions required to be taken by SCRRRA in the implementation of this AGREEMENT are delegated to its Chief Executive Officer or his or her designee, and the actions required to be taken by SANBAG in the implementation of this AGREEMENT are delegated to its Executive Director or his or her designee, subject to the limitations set forth in Article 7 "Maximum Obligation".

ARTICLE 4. OBLIGATIONS OF SANBAG

SANBAG agrees:

- A. To manage, administer, and schedule the development of the scope of work for the PROJECTS, excepting work performed by SCRRA in support of the PROJECTS;
- B. To provide Work Orders specifying the Support Activities to be provided by or through SCRRA for each PROJECT and authorizing SCRRA to incur cost under this AGREEMENT in support of each PROJECT in accordance with the limitations specified in the Work Order;
- C. To fully fund PROJECT Support Activities in accordance with the Work Order budget for each PROJECT in accordance with the cash flow plan provided as part of the Work Order and in accordance with the following provisions:
 - a. Payment made to SCRRA will be based on a cost estimate and schedule for each Work Order that shall be agreed upon by SANBAG and SCRRA within 10 working days after SCRRA receives the request from SANBAG. Upon execution of each Work Order, SANBAG shall advance sufficient funds, not to exceed \$50,000, to cover initiation of the work and amounts needed to forward fund SCRRA task orders, as agreed;
 - b. Final payments to SCRRA shall be based on the actual costs up to the not-to-exceed amount as detailed in the Work Order, for all work performed pursuant to the Work Order;
 - c. SANBAG shall review any PROJECT cost changes proposed by SCRRA within ten (10) business days and provide SCRRA with written approval, comments, and/or objections.
- D. To comply, and require its consultants to comply, with all adopted, published SCRRA standards, recommended practices, operating rules, and safety requirements, and to comply with all requirements of the SCRRA system configuration management program;
- E. To provide accurate draft prints of SCRRA track charts and composite maps (or other appropriate media) illustrating all proposed changes to SCRRA track alignments, details of construction, crossings, bridges, and other facilities in a form and frequency prescribed by SCRRA as agreed to in the Work Order;

- F. To provide SCRRRA with reasonable periods of time to complete the work of SCRRRA, and to provide detailed schedules of individual PROJECT design activities to SCRRRA at regular intervals to permit SCRRRA to efficiently coordinate its Support Activities with the work of SANBAG staff and consultants, and to incorporate appropriate durations for SCRRRA Support Activities into the PROJECT schedules;
- G. To revise the plans, specifications, and estimates prepared by SANBAG to incorporate revisions in SCRRRA standards or recommended practices adopted up to 120 calendar days prior to the scheduled date for advertising the PROJECT for bid, except that changes to standards necessary for operational safety or to comply with regulatory requirements will be adopted upon issuance;
- H. To coordinate the development of the PROJECT plans, specifications, and estimates with SCRRRA and with the Support Activities provided by SCRRRA, and the operations of SCRRRA;
- I. To develop the plans, specifications, and estimates in a manner to separately designate work on operating tracks, and the associated train control and communication systems, such that a clear line of demarcation is indicated between work done by SANBAG's Contractor and work that SCRRRA will retain responsibility for on the operating tracks, train control and communication systems;
- J. To provide SCRRRA reasonable opportunity of not less than twenty (20) working days and not more than thirty (30) working days, at regular design submittal intervals, to review and comment upon any proposed design;
- K. To provide written responses to the comments and recommendations of SCRRRA;
- L. To require its consultants to submit a Request for Special Consideration, in a form provided by SCRRRA, to use a unique engineering design in lieu of the strict application of SCRRRA standards;
- M. To obtain the concurrence of SCRRRA on all matters affecting operations, access points, service levels, application of standards, operation policies, and any proposed construction phasing affecting operating tracks and systems;
- N. To notify SCRRRA of any proposed PROJECTS sufficiently in advance of the start of any individual PROJECT to permit SCRRRA to execute Work Orders, create the PROJECT within the SCRRRA accounting system, and issue any required task orders in accordance with SCRRRA standard procedures;

- O. To provide timely reviews and response to any request from SCRRA for a Work Order within fifteen (15) working days of receipt of an estimate from SCRRA in response to notification of any proposed PROJECT;
- P. To require its consultants to execute a right-of-entry agreement with SCRRA conforming to SCRRA Form 5 or SCRRA Form 6, as determined by SCRRA with concurrence from SANBAG, at the expense of SANBAG;
- Q. To require its consultants to furnish any required insurance at no expense to SCRRA; and
- R. To work cooperatively with SCRRA to plan and design PROJECTS so as to minimize adverse impacts to passenger service and on-time performance and to implement projects without any degradation to existing railroad infrastructure or limitations to future expansion.

ARTICLE 5. OBLIGATIONS OF SCRRA

SCRRA agrees:

- A. To provide timely requests, supported by an estimate of costs, for a Work Order upon notification by SANBAG of any proposed PROJECT;
- B. To designate a project manager or engineer, responsible for all day-to-day activities necessary to manage the Work Orders for PROJECTS on behalf of SCRRA, and to act as the point of contact between PARTIES;
- C. To provide Support Activities to SANBAG initiated PROJECTS in accordance with the scope of each Work Order in a timely and workmanlike manner, and in accordance with the standards, practices and guidelines of SCRRA;
- D. To provide the Support Activities within the budgeted amount shown in the Work Order;
- E. Upon ten (10) working days after execution of each Work Order and prior to commencement of Support Activities, to submit to SANBAG an invoice requesting the advance payment agreed upon in the Work Order, not to exceed \$50,000;
- F. To invoice SANBAG for the actual costs for all Support Services performed as specified in the Work Order up to the not-to-exceed amount;
- G. To not exceed the maximum amount of each Work Order without prior written approval from SANBAG;

- H. To manage, administer, and schedule the development of the plans, specifications and estimates for the Support Services and other activities provided by SCRRA;
- I. To coordinate the Support Services provided by SCRRA with SANBAG and their consultants and contractors;
- J. To monitor the activity on all PROJECT Work Orders to meet the schedule, quality and budget goals for each PROJECT, and to provide monthly progress reports using the SCRRA project reporting system supplemented with activity completion reports through standard scheduling software;
- K. To establish a unique project number for each Work Order and to submit a monthly project management summary providing updated schedule and budget information and quarterly a financial statement showing the budget versus actual expenditures for each Work Order;
- L. To manage and coordinate activities with the SCRRA Operating Department and other Operating Railroads, and to establish PROJECT work windows in advance of advertisement for bids, and to furnish specifications for coordination with the railroad for inclusion in Project Specifications;
- M. To be responsible for managing and enforcing all utility related agreements entered into between SCRRA and the utility companies related to the PROJECTS; and
- N. To return to SANBAG all unspent funds advanced to SCRRA for a specific Work Order within one hundred twenty (120) calendar days following completion of the Support Activities.

ARTICLE 6. MUTUAL OBLIGATIONS

- A. Both SANBAG and SCRRA agree that each will cooperate and coordinate with the other in all PROJECTS covered by this AGREEMENT and any other supplemental agreements that may be required to facilitate purposes hereof;
- B. The PARTIES agree that a separate construction and maintenance agreement may be executed subsequently by the PARTIES for the construction and maintenance phases of the PROJECTS prior to the start of construction;
- C. SANBAG and SCRRA agree to comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the PROJECTS;

- D. SANBAG and SCRRA agree to work cooperatively to advance the PROJECTS within the estimated time and budget set forth in the Work Order, provided, however, that Federal Regulation and the General Orders of the California Public Utilities Commission take precedence;
- E. Neither party shall unreasonably withhold approval of any request or withhold submittal of any report nor other information required under this agreement;
- F. SANBAG and SCRRA agree that the scope of work requested by SANBAG for any PROJECT, and the estimates provided by SCRRA in support of a request for a Work Order, are forward looking and may be based on conceptual or other preliminary information. SANBAG and SCRRA agree that the work scope and associated estimates are subject to revision by SANBAG and SCRRA from time-to-time as a PROJECT develops. Any revisions to the estimated costs of a Work Order must be agreed to, in writing, by both PARTIES. SCRRA is not authorized to exceed the maximum not-to-exceed amount detailed in each Work Order without prior written approval from SANBAG. Final payments to SCRRA will be based on actual costs of services defined under a Work Order.

ARTICLE 7. MAXIMUM OBLIGATION

Notwithstanding any provisions of this AGREEMENT to the contrary, SANBAG and SCRRA agree that SANBAG's maximum payment obligation per Work Order hereunder (including SCRRA's direct and indirect costs) shall not exceed \$100,000 unless authorized by SANBAG's Board of Directors and agreed to in writing by both SANBAG and SCRRA.

ARTICLE 8. AUDIT AND INSPECTION

SANBAG or its designee, shall have the right to conduct audits of all SANBAG funded projects. SCRRA shall establish and maintain proper accounting procedures, appropriate internal controls, and complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, SCRRA shall permit the authorized representatives of SANBAG to inspect and audit all work, materials, payroll, books, accounts and other data and records of SCRRA for a period of four (4) years after final close out of each PROJECT. SANBAG shall also have the right to reproduce any such books, records and accounts. Contracts with SCRRA's contractors shall include the above provision with respect to audits. SCRRA shall reimburse SANBAG for any expenditure against a Work Order that is found not to be incurred in support of the agreed Work Order.

ARTICLE 9. INDEMNIFICATION

- A. SCRRRA shall indemnify, defend and hold harmless SANBAG, its officers, directors, members, employees, 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 SCRRRA, its officers, directors, employees or agents in connection with or arising out of the performance of this AGREEMENT.
- B. SANBAG shall indemnify, defend and hold harmless SCRRRA, its officers, directors, members, employees 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 SANBAG, its officers, directors, employees or agents in connection with or arising out of the performance of this AGREEMENT.
- C. Each PARTY will require that at every stage of the cooperative endeavor, there is adequate and appropriate insurance coverage for the PARTY to meet its defense and indemnification obligations as set out herein. Each PARTY will require that its' consultants, contractors and subcontractors of any tier performing work pursuant to a Work Order issued under this AGREEMENT maintain appropriate and adequate commercial insurance, including without limitation, railroad protective liability coverage, where applicable or prudent, and to have the other PARTY and the Operating Railroads named as additional insureds on all such insurance coverage.
- D. The indemnification and defense obligations of this AGREEMENT shall survive its expiration or termination.

ARTICLE 10. ADDITIONAL PROVISIONS:

- A. This AGREEMENT shall continue in full force and effect through December 31, 2019, unless modified or terminated earlier by mutual written consent by both PARTIES. The term of this AGREEMENT may only be extended upon mutual written agreement by both PARTIES.

- B. Either PARTY may initiate proceedings to terminate this AGREEMENT by giving thirty (30) days written notice; however, this AGREEMENT shall not be terminated without mutual agreement of both PARTIES.
- C. SANBAG and SCRRA shall comply with all applicable Federal, State, and local laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the PROJECTS.
- D. SANBAG's and SCRRA's signatories hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to the provisions of this AGREEMENT.
- E. This AGREEMENT may be amended in writing at any time by the mutual consent of both PARTIES. No amendment shall have any force or effect unless executed in writing by both PARTIES.
- F. Notices: Any notices, requests or demands made between the PARTIES pursuant to this AGREEMENT should be sent via email or hard copy to be directed as followed:

To SCRRA: One Gateway Plaza
 12th Floor
 Los Angeles, CA 90012
 Attention: Lia McNeil-Kakaris
 Assistant Director, Contracts & Procurement
 Copy to: Patricia Watkins
 Email: WatkinsP@scrra.net

To SANBAG: 1170 W. 3rd Street
 San Bernardino, CA 92410
 Attention: Jeffery Hill
 Procurement Manager
 Copy to: Justin Fornelli, PE
 Email: jfornelli@sanbag.ca.gov

- G. The headings of all sections of this AGREEMENT are inserted solely for the convenience of reference and are not part of and not intended to govern, limit or aid in the construction or interpretation of any terms or provision thereof.
- H. The provisions of this AGREEMENT shall bind and inure to the benefit of each of the PARTIES hereto and all successors or assigns of the PARTIES hereto.

- I. If any term, provision, covenant or condition of this AGREEMENT is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby, and each term, provision, covenant or condition of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.
- J. This AGREEMENT may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.
- K. Either PARTY shall be excused from performing its obligations under this AGREEMENT 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, flood; strikes, weather, acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other PARTY; when satisfactory evidence of such cause is presented to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the PARTY not performing.
- L. Neither this AGREEMENT, 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. 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 the waiver of any right to give or withhold consent to such subsequent assignment.
- M. Nothing herein shall be deemed nor construed to authorize or require any PARTY to issue bonds, notes or other evidences of indebtedness under the terms, of this Cooperative Agreement, or for any other purpose.
- N. This AGREEMENT shall be construed and interpreted under the laws of the State of California.
- O. Disputes must be resolved in accordance with the procedure set forth in the SCRRA Joint Exercise of Powers Agreement. Should litigation arise out of this AGREEMENT for the performance thereof, each PARTY shall be responsible for its own costs and expenses, including attorney's fees.

- P. This AGREEMENT, including any exhibits and documents incorporated herein and made applicable by reference, constitute the complete and exclusive statement of the terms and conditions of this AGREEMENT between SANBAG and SCRRA concerning SCRRA's participation in the PROJECTS.
- Q. Exhibit A (Support Activities) and Exhibit B (Sample Work Order) are attached to and incorporated into this AGREEMENT by this reference

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

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be duly executed by their duly qualified and authorized officials.

SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: 

SAM JUMBAT

INTERIM Chief Executive Officer

By: 

Dr. Raymond W. Wolfe
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 

Don O. Del Rio
General Counsel

By: 

Robert D. Herrick
Asst. General Counsel

Exhibits:

Exhibit A Support Activities
Exhibit B Sample Work Order

EXHIBIT A**Support Activities**

SCRRA will provide Support Activities per the terms of this Agreement and as specifically requested by an executed Work Order to advance the PROJECTS. PROJECTS are railroad infrastructure improvements within San Bernardino County to enhance rail service. PROJECTS are improvements related to railroad infrastructure including Metrolink operated tracks, highway-rail crossings, railroad signal system, communication facilities, positive train control system, stations, layover yards, or operations and maintenance facilities. The services requested by a Work Order may fall under, but are not limited to, one or more of the following types of Support Activities::

1. Field Services
 - a. Flagging
 - b. Inspection
 - c. SCRRA owned facility marking
 - d. Safety training
 - e. Review and approval of railroad right-of-entry permits
2. Engineering Services
 - a. Design reviews
 - b. Signal and communications designs
 - c. Preparation of engineering estimates
 - d. Preparation of schedules and work plans SCRRA Support Services
 - e. Participation in design development meetings
 - f. Review of Environmental Reports, Project Study Reports, and technical studies
 - g. Review of construction staging plans
 - h. Constructability Reviews
3. Railroad Coordination
 - a. Establishing work windows, work outages and Form Bs
 - b. Identification of railroad requirements
 - c. Identification of railroad conflicts
 - d. Participation in coordination meetings and resolution of issues

4. Operational Coordination
 - a. Signal and Communication Systems
 - b. Train Controls
 - c. Railroad Operations Modeling and ridership projections
 - d. Update PTC Configuration Management files, databases, and track charts
5. Other services as mutually agreed

Each Work Order shall have the following attached:

1. Detailed Scope of Work
2. Project Schedule
3. Projected Cash flow for SCRRA efforts

EXHIBIT B
SAMPLE WORK ORDER

WORK ORDER NO. [X]

DATE: [xx/xx/xx]

PROJECT NAME: [NAME]

LOCATION: [RAILROAD SUBDIVISION – MPXX to MPXX or Grade Crossing Name]

PROJECT DESCRIPTION: [Brief project description of one to two sentences.]

SCRRRA SCOPE OF WORK: [Specific items requested of SCRRRA, based on Scope of Work items listed in Exhibit A]

Reference Documents:

Designated Project Manager:

Estimated Start Date:

Estimated Duration: [months or years]

Cost Estimate:

Cash Flow Plan: [\$XXX.XX upfront deposit followed by payment of monthly invoices.]

SANBAG SIGN-OFF:

Raymond Wolfe
Executive Director

Date

SCRRRA SIGN-OFF:

Chief Executive Officer

Date

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
CONTRACT NO. 15-1001125 - WORK ORDER NO. 15

PROJECT NAME: 2nd Ave At-Grade Crossing Improvements Project

LOCATION: SCRRA's San Gabriel Sub at MP 36.98 in the City of Upland

PROJECT DESCRIPTION/SCOPE OF WORK:

The San Bernardino County Transportation Authority (SBCTA) is making improvements at the 2nd Ave. At-Grade crossing on SCRRA's San Gabriel Sub at MP 36.98. Part of those improvements include upgrading northbound an existing no. 9 gate to no. 9A cantilever gate and installing entrance and exit pedestrian warning devices for both southbound and northbound directions.

This work order with the Southern California Regional Rail Authority (SCRRA) is for coordination, design support, and review of the 2nd Ave At-Grade Crossing Improvements Project based on Scope of Work items listed in Attachment-A and development of a construction and maintenance (C&M) agreement. The C&M agreement will be executed before the project goes into the construction phase and will terminate the work under this work order #15.

Reference Documents

- Work Order No. 15 Fee Estimate and Contract No. 15-1001125

Estimated Start Date: June 30, 2025, **Estimated Duration:** June 30, 2026

SBCTA Designated Project Manager: Ryan Graham

SCRRA Designated Project Manager: Leopoldo Zavala

Work Order Amount: not-to-exceed \$164,795.00

Cash Flow Plan: SBCTA to provide 50% deposit following execution of this work order. Monthly billings will be issued by SCRRA and are payable upon receipt. The deposit will be applied once the remaining project cost is equal to the deposit amount.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY SIGN OFF:

 Date: _____

Carrie Schindler
 Executive Director

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY SIGN OFF:

 Date: _____

Darren M. Kettle
 Chief Executive Officer

Attachment A Fee Estimate Contract 15-1001125 Work Order No. 15

Date	6/27/2025								
SCRRA Project No.	TBD								
Project Name	2nd Ave At-Grade Crossing Improvements Project								
Schedule	JUNE 2025 TO MAY 2026 (11 MONTHS)								
NO.	ITEM	QUANTITY					UNIT	UNIT COST	TOTAL COST
		No. of Months	Meeting per Month	Hours	No. of Persons	Total			
1	Scope of Work								
1.1	Meetings								
	a PDT Meetings (Virtual)	11	1	2	1	22	HR	\$300.00	\$6,600.00
	b Inter-Departmental or Focus Meetings	6	1	2	2	24	HR	\$300.00	\$7,200.00
	Sub-Total					46	HR		\$13,800.00
1.2	Project Management and Administration								
	a Progress reports/Invoicing	11	1	1	1	11	HR	\$300.00	\$3,300.00
	b General internal PM Work	11	1	2	1	22	HR	\$300.00	\$6,600.00
	Sub-Total					33	HR		\$9,900.00
1.3	Document Review/Design Support								
	a Review Design Documents								
	60% Design			8	2	16	HR	\$300.00	\$4,800.00
	90% Design			8	2	16	HR	\$300.00	\$4,800.00
	100% Design			8	2	16	HR	\$300.00	\$4,800.00
	b SCRRA On-Call Consultant Support						LS	\$80,000.00	\$80,000.00
	c CPUC/GO88-B Support	3	1	2	2	12	HR	\$300.00	\$3,600.00
	d Site Visits/Field Meetings	2	1	4	3	24	HR	\$300.00	\$7,200.00
	e Signal Design						LS	\$0.00	\$0.00
	Sub-Total					84	HR		\$105,200.00
1.4	Right of Entry								
	a Safety Training by SCRRA Consultant:					0	EA	\$206.00	\$0.00
	b Administrative/Application Review Fees					0	LS	\$3,888.25	\$0.00
	c Standard Plan Review					0	LS	\$3,090.00	\$0.00
	d SCRRA C&S Markings					0	EA	\$2,257.50	\$0.00
	e Flagging Services for Geotechnical Fieldworks					0	DAY	\$1,800.00	\$0.00
	f Right of Entry Permit for Geotechnical					0	LS	\$5,000.00	\$0.00
	Sub-Total								\$0.00
1.5	Construction & Maintenance Agreement								
	a C&M Agreement Development			16	3	48	HR	\$300.00	\$14,400.00
	Sub-Total					48	HR		\$14,400.00
	Sub-Total								\$143,300.00
	Contingency							15%	\$21,495.00
	TOTAL ESTIMATED COST								\$164,795.00
Notes:									
1	The cost of the SCRRA services shown is an estimate only and SCRRA will be reimbursed on the basis of actual costs and expenses.								
2	SCRRA to be reimbursed for the actual costs and expenses incurred by SCRRA and its contractors/consultants for all services and work performed in connection with this project, including an allocated overhead representing SCRRA’s costs for administration and management								
3	Right of Entry costs to be paid directly through the permitting portal.								

Minute Action

AGENDA ITEM: 6

Date: August 14, 2025

Subject:

Fiscal Year 2025/2026 Operator Allocation - Mountain Transit

Recommendation:

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

A. Allocate an additional \$782,292 of Mountain/Desert State Transit Assistance – Population Share funds to Mountain Transit for Operating Assistance.

B. Approve revisions to Mountain Transit’s Short Range Transit Plan revenue assumptions to reflect the revised allocation amounts.

Background:

Mountain Transit has requested an allocation of \$782,292 of Mountain/Desert State Transit Assistance (STA) - Population Share funds to purchase two E-450 Cutaway Revenue Service Vehicles for \$677,832 and office/computer equipment in the amount of \$104,460 for Fiscal Year (FY) 2025/2026. The vehicles will be used to implement micro transit services that will serve the remote locations in the mountain communities that the fixed route currently is unable to serve. The office/computer equipment is the normal replacement for items such as computers and printers that Mountain Transit owns and maintains. Additionally, this also includes the replacement of chairs, desks, and filing cabinets as needed. This request was inadvertently omitted from the operator allocations agenda item, which is presented to the San Bernardino County Transportation Authority every July.

Staff recommends a supplemental allocation of \$782,292 from the unallocated fund balance of STA to Mountain Transit for the purchase of vehicles and office equipment. The revised FY 2025/2026 allocation to Mountain Transit is presented in Table 1 below.

Table 1 – Revised Allocation to Mountain Transit

Fund Source	Original Allocation	Supplemental Allocation	Revised Allocation
Local Transportation Fund	\$3,710,387		\$3,710,387
State Transit Assistance - Op	\$39,429		\$39,429
State Transit Assistance - Pop	\$135,000	\$782,292	\$917,292
SGR - Op	\$6,838		\$6,838
SGR - Pop	\$96,769		\$96,769
Measure I S & D	\$158,100		\$158,100
FTA Section 5311	\$393,851		\$393,851
CMAQ	\$102,736		\$102,736
LCTOP – Op	\$10,026		\$10,026
LCTOP - Pop	\$128,386		\$128,386
Total Allocation	\$4,781,522	\$782,292	\$5,563,814

Financial Impact:

The necessary budget to support the recommended allocation is included in the adopted Budget for Fiscal Year 2025/2026 in Program 30, Transit.

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item
August 14, 2025
Page 2

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: August 14, 2025
Witnessed By:

San Bernardino County Transportation Authority

Attachment 1

Summary of Changes to SRTP Revenue Assumptions for FY 2025/2026¹

Operator	FY 2025/2026 Total Revenues	LTF/ LTF Carryover	STA ²	SGR	LCTOP	Measure I	CMAQ	FTA Non-Stimulus (5307/5310/5311/ 5337/5339)
Mountain Transit	\$ 4,781,522	3,710,387	174,429	103,607	138,412	158,100	102,736	393,851
Amendment	\$ 782,292	-	782,292	-	-	-	-	-
TOTAL	\$ 5,563,814	\$ 3,710,387	\$ 956,721	\$ 103,607	\$ 138,412	\$ 158,100	\$ 102,736	\$ 393,851

¹ Does not include all SRTP revenues (i.e., passenger fares, advertising, directly received federal & other revenues)

² The total amount includes STA Op Share of \$39,429

Minute Action

AGENDA ITEM: 7

Date: August 14, 2025

Subject:

Omnitrans Specialized Transportation Services for Consolidated Transportation Services Agency Budget for Fiscal Year 2025/2026

Recommendation:

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

Approve the Omnitrans Specialized Transportation Services Budget for Consolidated Transportation Services Agency activities for Fiscal Year 2025/2026.

Background:

In November 2015, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Resolution No. 16-005, designating Omnitrans as the Consolidated Transportation Services Agency (CTSA) for the San Bernardino Valley. As part of this resolution, and subsequent Contract No. 16-1001458, it is required that the CTSA budget be approved by the SBCTA Board. In November 2020, the SBCTA Board approved Amendment No. 1 to Contract No. 16-1001458, which re-appointed Omnitrans as the CTSA and extended the term an additional five years, through November 4, 2025.

Attachment 1 is the Omnitrans CTSA budget for Fiscal Year (FY) 2025/2026. Table 1 (below) is a comparison between projects from actuals in FY 2022/2023, FY 2023/2024, and FY 2024/2025 and budgeted for FY 2025/2026. Currently, the Measure I CTSA balance is approximately \$21.7 million, and the balance has remained relatively unchanged from the previous year. Omnitrans proposed programs for the last FY to decrease the fund balance; however, the impact has yet to be seen in their CTSA fund balance. The majority of the CTSA budget is centered on awarding funds to mobility partners. However, these partners have limited staff, so the reimbursements for these projects have been much slower than anticipated.

Table 1. FY2022/2023, FY 2023/2024, and FY 2024/2025, actuals, Budgeted FY 2025/2026 Comparison

Programs	Admin	Travel Training	TREP	Uber/Taxi	Microtransit	Mobility Partners	Total
FY 2022/2023	\$51,042	\$20,739	\$105,779	\$124,463	\$368,792	\$1,661,009	\$2,280,782
FY 2023/2024	\$99,461	\$41,428	\$193,011	\$183,927	\$422,684	\$2,079,178	\$3,019,689
FY 2024/2025*	\$111,985	\$42,525	\$535,551	\$306,480	\$561,137	\$2,617,492	\$4,176,170
FY 2025/2026	\$138,200	\$229,635	\$678,790	\$406,372	\$663,547	\$3,616,229	\$5,732,773

*This is estimated amounts as Omnitrans is still posting year-end adjustments and accruals.

During FY 2024/2025, Omnitrans completed these activities within the CTSA function:

- 1) **Regional Mobility Partnership (RMP) Program and Call for Projects:**
Omnitrans currently has 12 RMP program partners who have been awarded Measure I CTSA funding to provide supplemental and specialized locations for their clients and communities. During this FY, RMP provided approximately 238,000 trips throughout the San Bernardino Valley.

Entity: San Bernardino County Transportation Authority

- 2) **Expanded Transportation Reimbursement Escort Program (TREP):** TREP provides mileage reimbursement to participants who rely on a volunteer driver for additional mobility options. The Omnitrans Board approved the expansion of TREP to the entire San Bernardino Valley service area starting July 1, 2024. The Omnitrans Board also approved the increase in both the reimbursement rate as well as the maximum number of miles allotted per month (increased from 200 to 300). This also included increasing the reimbursement rate for TREP from \$0.40/mile to the Internal Revenue Service Rate of \$0.665/mile. During this FY, TREP provided reimbursements for approximately 63,800 trips. Table 2 (below) details Omnitrans' programs and their ridership for FY 2022/2023 and FY2023/2024 for comparison.
- 3) **OmniRide:** OmniRide is a reservation-based, on-demand, shared transit service that is currently offered in the cities of Chino/Chino Hills, Upland, and Bloomington. Omnitrans expanded OmniRide Bloomington's service span by three additional hours per weekday and added weekend service in January 2025.
- 4) **Administration:** Omnitrans added a third community specialist to the mobility services department. This additional staff member allows for the expansion of Travel Training for seniors and individuals with disabilities. This helps individuals feel more comfortable using the fixed route network, which expands their mobility options and can reduce demand on Americans with Disabilities Act paratransit services.

Table 2. Annual Ridership Levels by Program

Omnitrans CTSA Program Ridership***	FY 2022/2023	FY 2023/2024
TREP Mileage Reimbursement Program	11,121	27,444
Uber RIDE and Taxi RIDE Program	8,177	22,416
OmniRide Chino Hills, Upland & Bloomington [^]	18,841	22,942
Travel Training Program	24	215
Total Omnitrans Programs	38,163	73,017
<i>Anthesis</i>	<i>34,670</i>	<i>44,827</i>
<i>Central City Lutheran Mission</i>	<i>1,410</i>	<i>3,953</i>
<i>City of Grand Terrace</i>	<i>1,593</i>	<i>703</i>
<i>City of Redlands*</i>	<i>201</i>	<i>0</i>
<i>AgingNext</i>	<i>18,076</i>	<i>25,991</i>
<i>OPARC</i>	<i>22,086</i>	<i>35,050</i>
<i>City of Chino</i>	<i>7,730</i>	<i>7,028</i>
<i>Highland Senior Center</i>	<i>4,448</i>	<i>5,241</i>
<i>Loma Linda University Adult Day Health</i>	<i>4,275</i>	<i>4,876</i>
<i>City of Ontario**</i>	<i>-</i>	<i>3,601</i>
Partners Program Trips	94,489	131,270
Total Trips	132,652	204,287

[^]OmniRide is included as Measure I Senior & Disabled contributes to a portion of these services.

*This program ended in December 2022 by City of Redlands.

**Mobility Partner started programs in FY2023/2024.

*** FY24/25 ridership number are not used as not all data was available.

Transit Committee Agenda Item

August 14, 2025

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During FY 2025/2026, CTSA/Mobility Services will continue to grow the expansion travel training and outreach efforts, which support travel training and all other programs. Growth on the UberRIDE and TREP programs are continuing. Additionally, there will be a new Call for Projects to further expand RMP for FY 2026/2027 and FY 2027/2028. Measure I CTSA funds are passed through to Omnitrans on a monthly basis as they are generated. Staff has reviewed the proposed budget and finds it reasonable in its assumptions.

Financial Impact:

The CTSA budget is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Senior and Disabled 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:

Nancy Strickert, Transit Manager

Approved
Transit Committee
Date: August 14, 2025

Witnessed By:

Attachment 1

OMNITRANS							
3000 - EXPENSE BUDGET FOR MOBILITY SERVICES							
FY 2026							
		A	B	C	D	E	F
GL ACCT CODE	Salary % DESCRIPTION	Admin	Travel Train	TREP	Uber/Taxi	Mobility Partners	MicroTransit
							TOTAL
501100	Regular Pay - Operators						-
501130	Regular Pay - Others	64,413.56	107,355.93	107,355.93	64,413.56	85,884.74	429,423.72
501310	Overtime Pay - Operator	-	-	-	-	-	-
501340	Overtime Pay - Other	-	-	-	-	-	-
TOTAL SALARIES		64,413.56	107,355.93	107,355.93	64,413.56	85,884.74	429,423.72
502210	PERS Employer Expense	8,164.11	13,606.85	13,606.85	8,164.11	10,885.48	54,427.39
502240	PERS Reimbursement Expense	-	-	-	-	-	-
502270	PacifiCare COPD	2,309.74	3,849.57	3,849.57	2,309.74	3,079.66	15,398.29
502320	Health Saving Acct Expense	-	-	-	-	-	-
502330	Life Insurance Expense	288.50	480.84	480.84	288.50	384.67	1,923.35
502360	Employers Medicare Tax Expense	1,089.05	1,815.08	1,815.08	1,089.05	1,452.06	7,260.32
502370	LTD CO PD Expense	309.42	515.70	515.70	309.42	412.56	2,062.80
502390	Unemployment Insurance expense	-	-	-	-	-	-
502420	Workers Compensation Expense	-	-	-	-	-	-
502450	Sick Leave Expense	3,466.47	5,777.45	5,777.45	3,466.47	4,621.96	23,109.78
502451	Sick Leave Expense - Operators	-	-	-	-	-	-
502480	Holiday Pay Expense	3,177.60	5,295.99	5,295.99	3,177.60	4,236.79	21,183.97
502481	Holiday Pay Expense - Operators	-	-	-	-	-	-
502490	Floating Holiday Pay Expense	-	-	-	-	-	-
502491	Floating Holiday Pay Expense - Oper	-	-	-	-	-	-
502510	Vacation Pay Expense	3,760.30	6,267.17	6,267.17	3,760.30	5,013.74	25,068.69
502511	Vacation Pay Expense - Operators	-	-	-	-	-	-
502580	Car Expense	-	-	-	-	-	-
502600	SDI Reimbursement Expense	830.83	1,384.72	1,384.72	830.83	1,107.78	5,538.89
502630	EE Bond Expense	-	-	-	-	-	-
502690	Jury Duty Leave Expense	288.87	481.45	481.45	288.87	385.16	1,925.82
502691	Jury Duty Leave Expense - Operators	-	-	-	-	-	-
502721	Military Duty Leave Expense	-	-	-	-	-	-
502720	Military Duty Leave Expense - Opera	-	-	-	-	-	-
502780	Deferred Compensation Expense	1,320.11	2,200.19	2,200.19	1,320.11	1,760.15	8,800.74
502790	Bonus Pay	300.00	500.00	500.00	300.00	400.00	2,000.00
502791	Bonus Pay - Operators	-	-	-	-	-	-
502880	Kaiser COPD	10,608.41	17,680.68	17,680.68	10,608.41	14,144.54	70,722.72
502900	Pension Expense	-	-	-	-	-	-
502980	Payroll Expenses Reimbursement	-	-	-	-	-	-
502990	Payroll Claim Expenses	-	-	-	-	-	-
TOTAL BENEFITS		35,913.41	59,855.69	59,855.69	35,913.41	47,884.55	239,422.75
503060	Professional & Technical Fees	20,980.00	-	-	-	-	20,980.00
503110	Contract Maintenance Services	-	-	-	-	-	-
503160	Custodial Services Expense	-	-	-	-	-	-
503210	Security Services Expense	-	-	-	-	-	-
503260	Fare Collection Service Expense	-	-	-	-	-	-
503310	Contract Labor Expense	-	-	-	-	-	-
503360	Employee Physicals Expense	-	-	-	-	-	-
503600	Community Partners	-	-	-	-	3,474,400.00	3,474,400.00
503990	Other Services	-	-	500,000.00	300,000.00	-	800,000.00
TOTAL SERVICES		20,980.00	-	500,000.00	300,000.00	3,474,400.00	4,295,380.00
504000	Discounts Received	-	-	-	-	-	-
504010	Bus & Other Rolling Stock Parts	-	-	-	-	-	-
504011	Non Rev Rolling Stock Parts	-	-	-	-	-	-
504012	Outsourced Rolling Stock Maintenan	-	-	-	-	-	-
504020	Tire s & Tubes	-	-	-	-	-	-
504030	Preventative Maintenance	-	-	-	-	-	-
504060	Workshop clearing account	-	-	-	-	-	-
504070	Hydrogen Fuel	-	-	-	-	-	-
504080	Electric Propulsion	-	-	-	-	-	-
504090	LNG/CNG Fuels	-	-	-	-	-	-
504091	CNG Hedging Activities	-	-	-	-	-	-
504100	Gasoline	-	-	-	-	-	-
504110	Diesel Fuel	-	-	-	-	-	-
504120	Oil	-	-	-	-	-	-
504130	Lubricants & Chemicals	-	-	-	-	-	-
504131	CNG Compressor Oil	-	-	-	-	-	-
504140	CNG Fuel Tax Credit	-	-	-	-	-	-
504190	Computer Supplies	-	-	-	-	-	-
504200	Washer & Cleaner Supplies	-	-	-	-	-	-
504210	Office Supplies	525.00	875.00	875.00	525.00	700.00	3,500.00
504220	Small Tools	-	-	-	-	-	-
504230	Clothing & Safety Supplies	-	1,500.00	-	-	-	1,500.00
504240	Tool Allowance	-	-	-	-	-	-
504900	Price Variance	-	-	-	-	-	-
504910	Inventory Adjustment	-	-	-	-	-	-
504990	Other materials & supplies	-	-	-	-	-	-
TOTAL MATERIALS & SUPPLIES		525.00	2,375.00	875.00	525.00	700.00	5,000.00

Attachment: Attachment 1 CTSA_Fina STS Budget breakout_FY26 for SBCTA (10936 : Omnitrans CTSA Budget for Fiscal Year 2025/2026)

Attachment 1

OMNITRANS								
3000 - EXPENSE BUDGET FOR MOBILITY SERVICES								
FY 2026								
		A	B	C	D	E	F	
GL ACCT	Salary %							
CODE	DESCRIPTION	Admin	Travel Train	TREP	Uber/Taxi	Mobility Partners	MicroTransit	TOTAL
505020	Utility Other than Propulsion Power	300.00	500.00	500.00	300.00	400.00	-	2,000.00
505030	Telephone	-	-	-	-	-	-	-
505040	Data communication Lines	1,275.00	2,125.00	2,125.00	1,275.00	1,700.00	-	8,500.00
505060	Repairs & Maint - Buildings	-	-	-	-	-	-	-
505110	Repairs & Maint - Equipment	-	-	-	-	-	-	-
505160	Repairs & Maint - Office Equipment	-	-	-	-	-	-	-
505170	R & M Software [Contracts]	-	-	-	-	-	-	-
505210	Repairs & Maint Grounds	-	-	-	-	-	-	-
505230	Repairs & Maint Stops & Satations	-	-	-	-	-	-	-
505960	Other Occupancy Expense	-	-	-	-	-	-	-
TOTAL OCCUPANCY		1,575.00	2,625.00	2,625.00	1,575.00	2,100.00	-	10,500.00
506110	Property/Official & Emp Liab Insurance	-	-	-	-	-	-	-
506160	General Liab & Veh Liab/Loss Insurance	1,498.50	1,498.50	1,503.00	-	-	-	4,500.00
506180	General Auto PD/PL Uninsured Ded/	-	-	-	-	-	-	-
506310	Worker's Comp Excess/Employer's L	-	-	-	-	-	-	-
506360	Worker's Comp Self Insured IBNR	-	-	-	-	-	-	-
506960	General Liability/Loss IBNR	-	-	-	-	-	-	-
TOTAL CASUALTY & LIABILITY		1,498.50	1,498.50	1,503.00	-	-	-	4,500.00
169407	Purchased Transportation	-	-	-	-	-	663,547.00	663,547.00
508900	Purch Trans Lease Cost - LTF	-	-	-	-	-	-	-
508990	Purch Trans Lease Cost - FTA	-	-	-	-	-	-	-
TOTAL PURCH TRANSPORT		-	-	-	-	-	663,547.00	663,547.00
509080	Advertising/Promotion Media	1,500.00	2,500.00	2,500.00	1,500.00	2,000.00	-	10,000.00
509230	Printing Charges	1,500.00	2,500.00	2,500.00	1,500.00	2,000.00	-	10,000.00
TOTAL PRINTING & ADVERTISING		3,000.00	5,000.00	5,000.00	3,000.00	4,000.00	-	20,000.00
508000	Interest Expense	-	-	-	-	-	-	-
509010	Memberships, Dues, Pub, Subscript	1,100.00	1,100.00	-	-	-	-	2,200.00
509020	Travel & Meetings	8,250.00	8,250.00	-	-	-	-	16,500.00
509030	Postage and Express Mail	-	-	-	-	-	-	-
509070	Bad Debt expense /NSF	-	-	-	-	-	-	-
509100	Bus Pass Sales Discounts	-	40,000.00	-	-	-	-	40,000.00
509200	Safety Training	-	-	-	-	-	-	-
509210	Employee Training	900.00	1,500.00	1,500.00	900.00	1,200.00	-	6,000.00
509220	Educational Reimbursements	-	-	-	-	-	-	-
509240	Outside Freight	-	-	-	-	-	-	-
509250	Bank Charges	-	-	-	-	-	-	-
509260	Employee Recognition	45.00	75.00	75.00	45.00	60.00	-	300.00
	PO Invoice Over Under	-	-	-	-	-	-	-
509990	Other Miscellaneous Expense	-	-	-	-	-	-	-
590300	Distributed Labor - Maintenance - Dir	-	-	-	-	-	-	-
590400	Allocated Indirect Labor & Benefits	-	-	-	-	-	-	-
TOTAL MISCELLANEOUS EXPENSE		10,295.00	50,925.00	1,575.00	945.00	1,260.00	-	65,000.00
TOTAL EXPENSES		138,200	229,635	678,790	406,372	3,616,229	663,547.00	5,732,773

Minute Action

AGENDA ITEM: 8

Date: August 14, 2025

Subject:

Reallocation of Fiscal Year 2020/2021 Low Carbon Transit Operations Program Funds

Recommendation:

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

Adopt Resolution No. 26-001 requesting to reallocate \$364,534 of Low Carbon Transit Operations Program - Population Share funds from SBCTA's Arrow Fare Subsidy Program to Omnitrans' Student Fare Subsidy Program.

Background:

On April 7, 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board), allocated \$400,000 of Fiscal Year 2020/2021 Low Carbon Transit Operations Program (LCTOP) – Population Share funds to the Arrow Fare Subsidy Program. Arrow revenue service began in late October 2022, and beginning in early 2023, SBCTA, in coordination with the Southern California Regional Rail Authority, launched a series of fare promotions, including \$1 introductory fares, free student rides, and free fares in partnership with local community events. While these programs were well received, the implementation and subsidy costs were low.

Due to the duration SBCTA has held the LCTOP funds, staff recommends transferring the remaining project balance of \$364,534, which includes accrued interest, to Omnitrans' K-12 Student Fare Program, which will ensure timely use of funds. Staff has closely coordinated with both the California Department of Transportation (Caltrans), who administers LCTOP, and Omnitrans, who is prepared to receive the transfer under their existing program.

As required by LCTOP program guidelines, Caltrans requires that SBCTA submit a Board-approved resolution authorizing the project and fund transfer. Staff recommends that the Board adopt Resolution No. 26-001 in support of this reallocation.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Nicole Soto, Multimodal Mobility Programs Administrator

Approved
Transit Committee
Date: August 14, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

RESOLUTION NO. 26-001

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING REALLOCATION OF LOW CARBON TRANSIT OPERATIONS PROGRAM FUNDS

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) is an eligible project sponsor and has received state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, SBCTA wishes to reallocate funds from the Arrow Fare Subsidy Program to Omnitrans' Student Fare Subsidy Program; and

WHEREAS, the Department's LCTOP guidelines require SBCTA to provide a signed resolution to request reallocation of funding.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino County Transportation Authority, as follows:

Section 1. The submittal of the following project reallocation request to the Department for Fiscal Year (FY) 2020/2021 LCTOP funds from SBCTA's Arrow Fare Subsidy Program to Omnitrans' Student Fare Subsidy Program is hereby authorized:

Project Name: Student Fare Subsidy Program

Amount of LCTOP Funds Requested: \$364,534

Project Description: Omnitrans will provide free fares to students K-12 in their service area.

Contributing Sponsor: SBCTA

Project Lead: Omnitrans

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low-Income Community Benefit: This project will benefit a low-income community.

Section 2: This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on September 3, 2025.

Rick Denison, President
San Bernardino County Transportation Authority

ATTEST:

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

DRAFT

Minute Action

AGENDA ITEM: 9

Date: August 14, 2025

Subject:

Amendment No. 2 to Exclusive Negotiating Agreement No. 22-1002760 with Orange Blossom by Invision, LLC

Recommendation:

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

Approve Amendment No. 2 to Exclusive Negotiating Agreement No. 22-1002760 with Orange Blossom by Invision, LLC, to extend the period of performance by two years, through October 14, 2027.

Background:

On January 11, 2022, San Bernardino County Transportation Authority (SBCTA) entered into a third-party agreement with a developer, Invision Community Builders, LLC, and the owners of private property adjacent to and south of the Redlands Subdivision, between Judson Street and Grove Street in the City of Redlands. The purpose of this third-party agreement was to address a cloud over title to the southern 30.5 feet of the Redlands Subdivision and provide a path forward for the development of a high-density senior housing development, entitled for 108 units, located roughly within a half mile of the Arrow Service University Station.

In consideration of the transit-oriented nature of the proposed development in close proximity to the University Station and the potential cost of litigation to contest the cloud over title, SBCTA agreed to quitclaim its interest in the contested portion of the Redlands Subdivision for \$45,972, or 50% of the market value, allowing the private party sale to move forward and continued progression of the senior housing development. To safeguard SBCTA's interest in the completion of the development against private land banking or real property prospecting, SBCTA retained a lien against the property interest which requires the developer to return the full south 30.5 feet of the Redlands Subdivision to SBCTA, free from the cloud over title, for \$45,972, should the developer fail to obtain a grading permit for the project from the City of Redlands by October 14, 2025. The purpose of the October 14, 2025, deadline was to incentivize the developer to diligently pursue the project to the commencement of construction within three years of the close of escrow

In October 2022, all three parties of the agreement amended the agreement to assign the developer responsibilities from Invision Community Builders, LLC to Orange Blossom by Invision, LLC (Invision) prior to the close of escrow on the property, consistent with the assignment of the escrow agreement to Invision, as the buyer.

Following the close of escrow, Invision could not secure all necessary funding to advance the project to issuance of a grading permit by October 14, 2025; therefore, Invision has requested additional time to advance the housing project to the city issuance of a grading permit. Amendment No. 2 will change the deadline from October 14, 2025, to October 14, 2027.

If this amendment is not approved, then on October 14, 2025, if Invision has not obtained a grading permit for the housing development, the terms of the agreement require the developer to

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

August 14, 2025

Page 2

sell the south 30.5 feet of the Redlands Subdivision to SBCTA for \$45,972, the same amount that the developer originally paid to SBCTA.

Financial Impact:

The contract was not included in the adopted Budget for Fiscal Year 2025/2026. If the recommendation is not adopted then an administrative budget amendment will be processed funded with Rail Asset 1080 Funds.

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 amendment.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
Transit Committee
Date: August 14, 2025

Witnessed By:

General Contract Information

Contract No: 22-1002760 Amendment No.: 2

Contract Class: Payable Department: Transit

Vendor No.: 03746 Vendor Name: Orange Blossom by Invision, LLC

Description: Three Party Settlement Agreement with Orange Blossom by Invision, LLC and Clemetson on Redlands Sub

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	45,972.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	45,972.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	45,972.00

Contract Authorization

Board of Directors _____ Date: 9/3/2025 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? N/A _____ No Budget Adjustment _____

Local _____ Escrow Agreement _____ One-Time Payments _____

Accounts Payable														
Estimated Start Date:			1/11/2022		Expiration Date:			10/14/2025		Revised Expiration Date:		10/14/2027		
NHS:			N/A		QMP/QAP:			N/A		Prevailing Wage:			N/A	
								Total Contract Funding:		Total Contingency:				
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	45,972.00	\$	-			
GL:	1080	30	0313	0360	52001	43022000	Rail Assets		45,972.00		-			
GL:									-		-			
GL:									-		-			
GL:									-		-			

Ryan Aschenbrenner

Victor Lopez

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: \$45,972 (receivable) received by SBCTA at close of third-party escrow between Clemetson and Invision. Second phase of the agreement, Invision is required to obtain grading permit issuance by 10/14/2027; otherwise, SBCTA may pay \$45,972 (payable) for return of real property.

AMENDMENT NO. 2 OF

EXCLUSIVE NEGOTIATING AGREEMENT FOR A DEVELOPMENT

WHEREAS, the San Bernardino County Transportation Authority, a county transportation authority pursuant to California Public Utilities Code § 130800 et seq. (SBCTA), and Invision Community Builders, LLC, a California limited liability company (Invision) entered into an Exclusive Negotiating Agreement for a Development, dated January 11, 2022, and known to SBCTA as Contract No. 22-1002760 (ENA), together with the parties collectively known as Clemetson; and

WHEREAS, SBCTA, Invision, and Clemetson entered into a Consent and Assignment and Assumption of Exclusive Negotiating Agreement for a Development, effective October 18, 2022, (Amendment No. 1), in which Invision assigned the ENA to Orange Blossom by Invision, LLC, a California limited liability company (Developer), managed by Invision; and

WHEREAS, Developer and Clemetson successfully closed escrow of the purchase and sale agreement referenced in the recitals of the ENA on October 27, 2022; and

WHEREAS, Developer and SBCTA wish to amend Sections 1, 5, and 7 of the ENA to extend the period of performance by two years, which, pursuant to Section 10 of the ENA, Developer and SBCTA may do without consideration to or consent from Clemetson.

NOW, THEREFORE, SBCTA and Developer agree as follows:

1. The above recitals are true and correct.
2. The last sentence of Section 1, as appended thereto by Amendment No. 1, is deleted and replaced to read as follows:

“From and after the successful close of escrow between the Owner and Developer, the term of the ENA shall instead end on the earlier of: (i) the date which both Developer and SBCTA have completed all obligations under Section 5; or (ii) October 14, 2027.”
3. Delete “within thirty six (36) months of close of escrow” from Section 5 and replace with “on or before October 14, 2027”.
4. Delete “This Secondary Escrow shall only close once Section 5 has been satisfied or on October 14, 2025, whichever occurs sooner.” from Section 7.b and replace with “This Secondary Escrow shall close on the earliest occurrence of the following: Section 5 has been satisfied; the provisions of Section 5 become impossible to satisfy, for example, if the entitlements to the Project expire without the possibility to extend said entitlements; or on October 14, 2027.”
5. Developer and SBCTA shall execute and record the Memorandum of Agreement attached hereto as Attachment 1.

6. Nothing herein contained shall be construed to modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, or conditions contained in the ENA except as expressly provided herein.

IN WITNESS WHEREOF, the parties have digitally executed this Amendment as of the date signed below.

SBCTA

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY,
a county transportation authority

By: _____

Its: _____

Date: _____, 2025

APPROVED AS TO FORM:

By: _____

DEVELOPER

ORANGE BLOSSOM BY INVISION, LLC,
a California limited liability corporation
By: Invision Community Builders, LLC, a
California limited liability corporation, its
General Manager

By: _____

Its: _____

Date: _____, 2025

ATTACHMENT 1
TO
AMENDMENT NO. 2 OF
EXCLUSIVE NEGOTIATING AGREEMENT FOR A DEVELOPMENT

Attachment: 22-1002760_02 (11692 : Exclusive Negotiating Agreement Amendment 2 with Orange Blossom by Invision)

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY
1170 W 3rd Street, 2nd Floor
San Bernardino, CA 92410

APN: 0170-221-53

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF AGREEMENT

THIS NOTICE IS HEREBY GIVEN that **INVISION COMMUNITY BUILDERS, LLC**, a California limited liability corporation herein after referred to as **"DEVELOPER,"** and **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**, a county transportation authority pursuant to Public Utility Code §§130800 et seq., hereinafter referred to as **"SBCTA"**,

have entered into an agreement dated January 11, 2022, (**"Agreement"**), concerning that certain real property legally described in Exhibit A, attached hereto and incorporated herein by reference, (**"Property"**), whereby the DEVELOPER shall develop the Property under the terms and conditions contained in said Agreement. Furthermore, the parties desire that notice be given of certain terms and conditions contained in said Agreement; said terms and conditions are more particularly described in Exhibit B, attached hereto and incorporated herein by reference, and to RECIIND THE MEMORANDUM OF AGREEMENT, RECORDED ON OCTOBER 28, 2022, AS INSTRUMENT NO. 2022-0359795 AND RECORDED ON OCTOBER 27, 2022, AS INSTRUMENT NO. 2022-0358043.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be effective this _____ day of _____, 2025.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY,
a county transportation authority

By: _____

Its: _____

Date: _____, 2025

APPROVED AS TO FORM:

By: _____

ORANGE BLOSSOM BY INVISION, LLC,
a California limited liability corporation
By: Invision Community Builders, LLC, a
California limited liability corporation, its
General Manager

By: _____

Its: _____

Date: _____, 2025

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated in the City of Redlands, County of San Bernardino, State of California, described in that certain Certificate of Compliance issued by the Department of Planning and Community Development of the City of Redlands, County of San Bernardino, State of California, recorded April 6, 2016, in the Official Records of the County of San Bernardino, Document No. 2016-0128432, as follows:

All that portion of Park Avenue as shown on Map of Lugonia Park, as per Map recorded in Book 4 of Maps, Page 50, in the Office of the County Recorder of San Bernardino County, State of California, being more particularly described as follows:

A strip of land 30.05 feet wide adjoining Block K to the North and being the South 30.50 feet of Park Avenue as shown on said Map of Lugonia Park and as shown on Record of Survey Map recorded in Book 126 of Records of Survey, Page 62, in the Office of the County Recorder of said County.

EXHIBIT B**NOTICE GIVEN OF CERTAIN TERMS AND CONDITIONS**

1. DEVELOPER shall diligently seek to obtain a grading permit for the development of a high density multi-unit residential development upon an assemblage of real property of which the Property is a portion of, on or before October 14, 2027.
2. If the grading permit described herein has not been issued by the City of Redlands as of October 14, 2027, then DEVELOPER shall grant title to the Property to SBCTA free and clear of liens and encumbrances in exchange for the sum of Forty-Five Thousand Nine Hundred Seventy-Two Dollars (\$45,972).
3. DEVELOPER shall not cause nor allow any lien or encumbrance to be placed against the Property. Should any lien or encumbrance form against the Property, DEVELOPER shall diligently take all actions necessary and reasonable to remove any such lien or encumbrance, promptly, without delay, and before October 14, 2027.
4. DEVELOPER shall not transfer the Property to any entity unless the transfer is pursuant to an assignment of the Agreement, which SBCTA, DEVELOPER, and the assignee shall document by rescinding this Memorandum of Agreement and recording a new Memorandum of Agreement concurrently with any such transfer.
5. The terms and conditions of the Agreement noticed herein shall have been satisfied at such time that a grading permit as described herein has been issued by the City of Redlands on or before October 14, 2027, or a Grant Deed of the Property has been recorded in favor of the SBCTA.
6. DEVELOPER and SBCTA agree that this Memorandum of Agreement shall expire as of October 14, 2027.

Minute Action

AGENDA ITEM: 10

Date: August 14, 2025

Subject:

Declaration of Exempt Surplus Property and Sale of a Portion of the Baldwin Park Branch to the City of Fontana

Recommendation:

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

Adopt Resolution No. 26-002, finding and declaring property known as Assessor's Parcel Number 0191-161-25 to be exempt surplus property if sold to the City of Fontana, and delegating authority to the Executive Director, or her designee, to approve and execute a Purchase and Sale Agreement with the City of Fontana, upon approval as to form by SBCTA General Counsel, for the purchase of the exempt surplus property at fair market value as determined by an appraisal.

Background:

On April 7, 2004, the Board of Directors approved the sale of the Fontana Pacific Electric Freight Depot Property to the Fontana Redevelopment Agency. The freight depot was formerly known as Assessor's Parcel Number (APN) 0191-161-19. Not included in the original sale was a portion of the right-of-way to the west of the freight depot which tapered out from the main 80-foot-wide right-of-way intended for a siding track.

In May 2025, the City of Fontana (City) expressed to San Bernardino County Transportation Authority (SBCTA) staff its interest to acquire the 7,223 square foot tapered property, known as APN 0191-161-25 (Property), to perfect the right-of-way the City acquired through the redevelopment agency in 2004; removing the jogs in the south property line of the parcels owned by SBCTA. Due to the sale in 2004, the Property is no longer needed as a siding track; however, SBCTA still preserves an 80-foot-wide right-of-way for future rail expansion per the Pacific Electric Trail Master Plan.

The sale of the Property is exempt from the Surplus Land Act disposal requirements pursuant to California Government Code sections 54222.3 and 54221(f)(1)(D), as a property transferred from one public agency to another public agency for that public agency's use qualifies as exempt surplus property. The SBCTA Board of Directors must make written findings to support the declaration of "exempt surplus property". Additionally, at least 30 days prior to the sale, SBCTA must provide the California Department of Housing and Community Development notice of this declaration.

Financial Impact:

The escrow costs associated with the sale of property is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Rail Asset Funds in Program 30, Transit. Consistent with SBCTA Policy No. 10400, Surplus Real Property, the sale proceeds will be returned to the Rail Assets Fund, Fund 1080.

Reviewed By:

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

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item
August 14, 2025
Page 2

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
Transit Committee
Date: August 14, 2025
Witnessed By:

San Bernardino County Transportation Authority

RESOLUTION NO. 26-002**RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY DECLARING A PORTION OF THE BALDWIN PARK BRANCH / PACIFIC ELECTRIC TRAIL IN THE CITY OF FONTANA (APN 0191-161-25) AS EXEMPT SURPLUS PROPERTY AND AUTHORIZING ITS SALE TO THE CITY OF FONTANA**

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) acquired the Baldwin Park Branch right-of-way from the Southern Pacific Transportation Company as described in Instrument 1991-0130996, recorded April 19, 1991, in the Official Records of San Bernardino County, State of California; and

WHEREAS, SBCTA sold the Fontana Pacific Electric Freight Depot Site to the Fontana Redevelopment Agency as described in Instrument 2004-0632157, recorded August 31, 2024, in the Official Records of San Bernardino County, State of California; and

WHEREAS, a portion of the SBCTA-owned Baldwin Park Branch right-of-way, known to the San Bernardino County Assessor's Office as Assessor Parcel Number 0191-161-25 (the "Property"), is now excess to the 80-foot-wide Baldwin Park Branch right-of-way, formerly serving only as a siding track approach to the freight depot site now owned by the CITY; and

WHEREAS, the CITY, a local public agency, has informed SBCTA, a local public agency, that the CITY wishes to purchase the Property for CITY's use; and

WHEREAS, SBCTA wishes to sell the Property to the CITY for CITY's use; and

WHEREAS, California Government Code Section (GC) 54221(f)(1)(D) defines exempt surplus land to include public agency land which is transferred to another local, state, or federal agency for the transferee agency's use.

NOW, THEREFORE BE IT RESOLVED by the San Bernardino County Transportation Authority Board of Directors (Board):

1. The Board finds that the above recitals are true and correct and hereby incorporates them by reference.
2. The Board finds that the Property serves no further purpose and is excess to SBCTA's use of the Baldwin Park Branch right-of-way.
3. The Board finds that the Property, being 7,223 square feet in area, more or less, is less than 10 acres and is neither (i) located within a coastal zone, (ii) located adjacent to a historical unit of the State Parks System, (iii) listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places, nor (iv) within the Lake Tahoe region as defined in GC Section 66905.5, and therefore no notice of availability of the Property for open space purposes is required pursuant to GC Section 54221(f)(2).

4. The Board further finds that disposal of the Property to the CITY is exempt from the Surplus Land Act, pursuant to GC Section 54222.3, fitting the description of exempt surplus land set forth in GC Section 54221(f)(1)(D) (“Exempt Surplus Land”).
5. The Board declares the Property to be Exempt Surplus Land and authorizes the Executive Director to negotiate, approve, and execute any and all necessary documents, including but not limited to, a Purchase and Sale Agreement, upon approval as to form by SBCTA General Counsel, with the City of Fontana to effectuate the disposition of the Property, at fair market value, to the City of Fontana, after providing a minimum of thirty (30) days’ notice of this Resolution to the California Department of Housing and Community Development (HCD) in accordance with HCD Surplus Land Act Guidelines.

Adopted by the San Bernardino County Transportation Authority on September 3, 2025, by the following vote:

AYES: XX

NOES: XX

ABSTAINED: XX

ABSENT: XX

Rick Denison, Board President
San Bernardino County Transportation Authority

ATTEST:

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

THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.

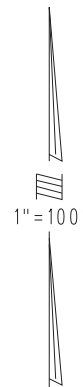


Ptn. Fontana Townsite. M.B. 19/53-54
Ptn. Tract No. 2266, Fontana Townsite. M.B. 32/43-53

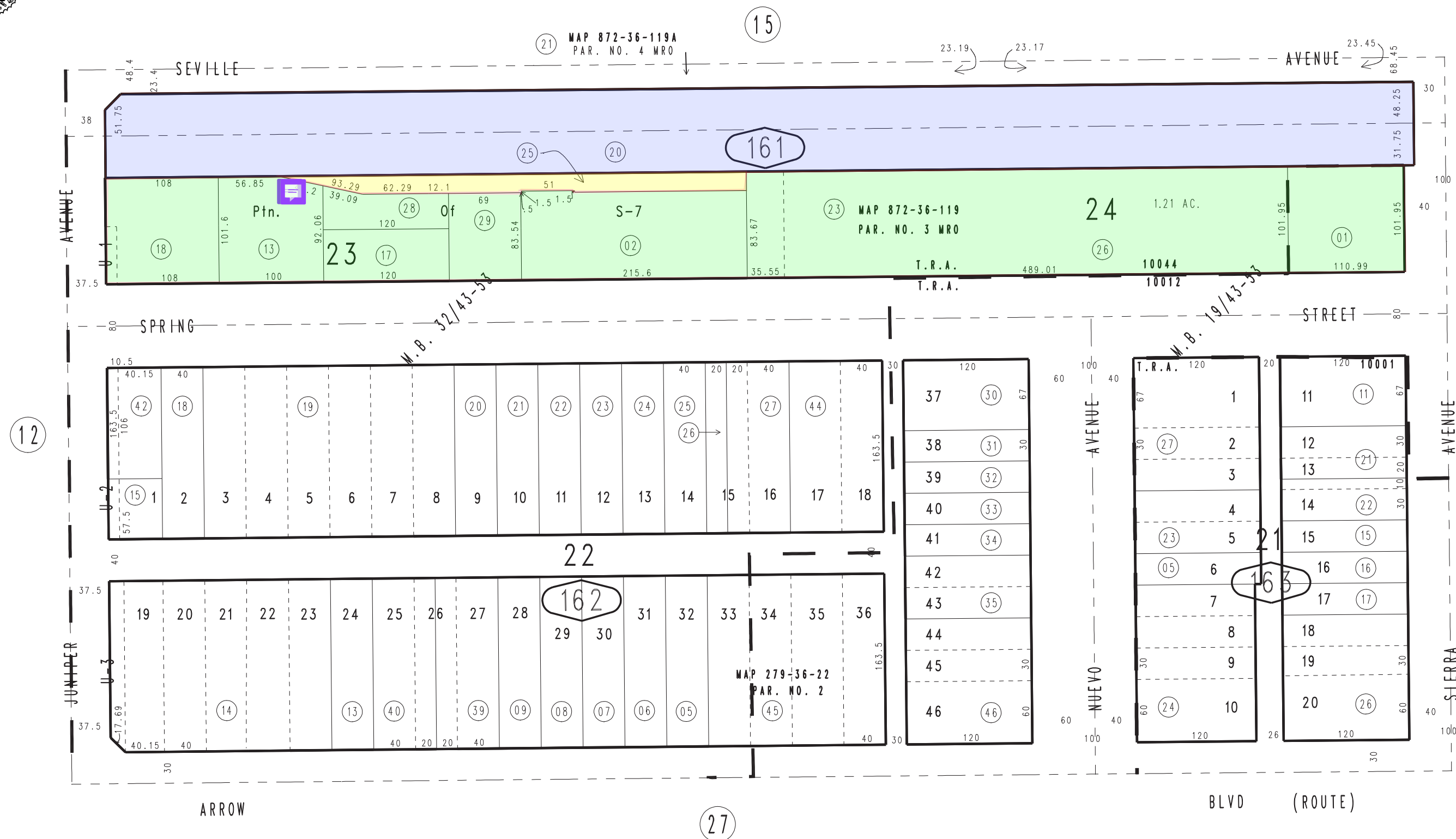
City of Fontana
Tax Rate Area
10001 10012 10044

0191 - 10

10.b



Attachment: Placeholder Vicinity Exhibit (11740 : Surplus and Sale of a Portion of the Baldwin Park Branch to the City of Fontana)





VICINITY MAP

Fontana Pacific Electric Trail Surplus

- SBCTA Right of Way
- Parcel Boundaries
- Subject Property



Minute Action

AGENDA ITEM: 11

Date: August 14, 2025

Subject:

Reimbursement Agreement No. 25-1003323 with Union Pacific Railroad Company for Preliminary Engineering Services for the Ontario International Airport Connector Project

Recommendation:

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

A. Approve Agreement No. 25-1003323 with Union Pacific Railroad Company (UPRR) to reimburse UPRR for the railroad's preliminary engineering analysis of tunneling under the railroad associated with the Ontario International Airport Connector Project, in the not-to-exceed amount of \$250,000, to be funded with State Transit Assistance Funds.

B. Approve a contingency for a not-to exceed amount of 75,000 for Agreement No. 25-1003323, and authorize the Executive Director, or her designee, to release contingency as necessary.

Background:

The Ontario International Airport (ONT) Connector Project (Project) will provide new passenger service between the Cucamonga Metrolink Station and ONT utilizing fully autonomous, all-electric, rubber-tired transit vehicles. The proposed Project includes the construction of a 4.2-mile-long transit service tunnel; stations to serve Cucamonga Metrolink Station and ONT; a maintenance and storage facility to store and maintain vehicles; and an emergency access and ventilation shaft to provide a means of emergency passenger egress and first responder access. This new connection would increase mobility and connectivity for transit patrons, improve access to existing transportation services, provide a connection to future Brightline West service to/from ONT, and support the deployment of clean, emerging technology for transit opportunities between the Cucamonga Metrolink Station and ONT.

The Project alignment requires crossing the Union Pacific Railroad Company (UPRR) alignment near East Guasti Road and Milliken Avenue. As part of this Project, San Bernardino County Transportation Authority (SBCTA) must secure approval from UPRR for the tunnel crossing beneath the active Alhambra Line, a class one freight railway. UPRR's Public Projects Checklist and Plan Submittal Guidelines require detailed analysis and documentation to demonstrate that tunneling activities will not negatively impact railroad operations. Due to the sequence and duration of the required submittals, UPRR approval is a critical path activity, and it is prudent to begin work as soon as possible to mitigate schedule risk related to prolonged UPRR reviews. To mitigate this risk, the SBCTA Board of Directors previously authorized amending the Project Management/Construction Management (PCM) Services contract to advance the UPRR crossing design to a 30% level and perform the required coordination with UPRR staff related to early design submittals. The PCM team has advanced the preliminary engineering work and coordination with UPRR. Per their coordination efforts, a Preliminary Engineering Agreement is now required to initiate the UPRR review process.

Staff received the draft agreement from UPRR, which stipulates that the \$250,000 is only an estimate of UPRR's support costs and other expenses, and that SBCTA will reimburse UPRR for

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

August 14, 2025

Page 2

actual costs incurred; any amount exceeding \$250,000 must be paid within 30 days of presentation of invoice, without requiring a written amendment signed by the parties. This language is consistent with existing agreements between the parties and UPRR will not alter it. As such, staff recommends moving forward with the agreement and recommends a contingency in the amount of \$75,000 to be able to pay actual expenses in a timely manner. The next step in the UPRR approval process is to submit the design and engineering analysis. If approved, UPRR will then prepare a Construction and Maintenance Agreement, which outlines the terms and conditions for the construction and ongoing maintenance.

Financial Impact:

The ONT Connector Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with State Transit Assistance Funds (1050) 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:

Victor Lopez, Director of Transit & Rail Programs

Approved
Transit Committee
Date: August 14, 2025

Witnessed By:

Contract No.: 25-1003323 Amendment No.: _____

Contract Class: Payable Department: Transit

Vendor No.: 02269 Vendor Name: Union Pacific Railroad Company

Description: Preliminary Engineering Services for ONT Connector Project

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	250,000.00	Original Contingency		\$	75,000.00
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	250,000.00	Total Contingency Value		\$	75,000.00
	Total Dollar Authority (Contract Value and Contingency)					\$	325,000.00

Board of Directors	Date: 9/3/2025	Committee	Item #
Contract Management (Internal Purposes Only)			

Other Contracts	Sole Source?	Yes	N/A
State	Professional Services (Non-A&E)		N/A

[illegible]

Victor Lopez
Task Manager (Print Name)

Additional Notes:

REIMBURSEMENT AGREEMENT PRELIMINARY ENGINEERING SERVICES

Effective Date:

Estimate: \$250,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Kenneth Tom
Printed Name

Title

Manager I, Industry & Public Projects
Title

Exhibit A

Project Description and Location

Project Description

San Bernardino County Transportation Authority (SBCTA) proposes to bore a 12' tunnel underneath Railroad at the crossings referred to below.

Location

Alhambra Subdivision

DOT	Crossing Type	Milepost	Street Name
440140R	Public	525.414	Milliken Avenue
748362F	Public	525.21	Airport Drive

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification, and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

DRAFT

Exhibit C

Billing Contact Information

Name	Victor Lopez
Title	Director of Transit and Rail Programs
Address	1170 West Third Street, 2 nd Floor, San Bernardino, CA 92410
Work Phone	(909) 884-8276
Cell Phone	
Email	vlopez@gosbcta.com
Agency Project No.	

DRAFT

Minute Action

AGENDA ITEM: 12

Date: August 14, 2025

Subject:

Gold Line to Montclair Project Cost Increase and Funding Request

Recommendation:

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

- A. Receive an update on the Gold Line to Montclair Project.
- B. Provide direction on what the recommendation should be in response to the recent funding request from the Metro Gold Line Foothill Extension Construction Authority.

Background:

The Metro Foothill Gold Line Phase 2B project includes 12.3 miles of light-rail track construction between the Cities of Azusa and Montclair, primarily in Los Angeles County, except for 0.65 miles of construction in San Bernardino County, which contains the planned eastern terminus at the Montclair Transit Center, as shown in Attachment A. The overall Phase 2B project is divided into two sections: Phase 2B1 extends from the City of Azusa to Pomona, and Phase 2B2 (Project) extends from the City of Pomona to Montclair.

On July 2, 2025, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) received a Project update and authorized the SBCTA Board President to appoint two members of the Transit Committee to participate in a Joint Ad Hoc Committee with two members of the Metro Gold Line Foothill Extension Construction Authority (Construction Authority) Board and return to the Transit Committee in August to consider reallocating \$37,199,643 of SBCTA funds from the Project. The two members appointed to the Joint Ad Hoc Committee were Council Member Ray Marquez from the City of Chino Hills and Mayor John Dutrey from the City of Montclair.

During the July Board update, staff mentioned that a major topic under discussion with the Construction Authority was the need for increased collaboration and to memorialize the commitment via a Memorandum of Understanding (MOU). The draft MOU was provided in late June, with initial comments going back to the Construction Authority in early July. Various terms of the MOU were then discussed at a meeting on July 14, 2025, which included Joint Ad Hoc Committee members and staff. The Construction Authority agreed to make further edits to the MOU and the updated draft was provided to SBCTA in late July. Staff has been negotiating the MOU terms in good faith but as of the date of publishing this agenda item, an agreement has not reached because the MOU does not include adequate language to protect SBCTA's financial interests and long-term liability. While the Construction Authority agreed to make some edits, staff is concerned that an agreement will not be reached and recommends the Board should not consider allocating any additional project funds until an MOU that protects SBCTA's interests is finalized.

In addition, on July 8, 2025, the Construction Authority notified SBCTA of the following items and requests:

- According to the updated estimate, designing and building in San Bernardino County costs estimate will range from \$145 million - \$244 million (the “upper bound” amount is

Entity: San Bernardino County Transportation Authority

based on the one bid received in March 2025, which the Construction Authority purports as unrealistically high).

- SBCTA must provide \$15.2 million by October 2025 in non-Transit and Intercity Rail Capital Program (TIRCP) funds and then \$130 million - \$229 million within the next two years.
- By July 25, 2025, provide:
 - The specific funding source for the existing \$39 million in non-federal formula funds (\$41 million is TIRCP);
 - Evidence that the \$39 million has been approved and fully allocated to the Project by the SBCTA Board, with no further action required except to approve the funding agreement described below;
 - An approval schedule that shows a signed funding agreement between SBCTA and Los Angeles Metro in place by October 2025 that commits the entire amount required to pay for design and Construction Manager at Risk (CMAR) pre-construction activities in San Bernardino County;
 - The specific funding source for the additional \$130 million (or more) that is expected to be required within two years;
 - A detailed plan to obtain approvals and full allocations of the additional \$130 million (or more) to the Project by the SBCTA Board within two years; and
 - An approval schedule that shows a signed funding agreement between SBCTA and Los Angeles Metro in place within two years that commits the entire \$130 million (or more) to the Project in San Bernardino County.

The latest Project cost to complete the San Bernardino County segment has gone up and is now estimated at \$145 million to \$244 million, with the low end of the range representing the latest estimate developed for the Project by the Construction Authority and the high end of the range representing the bid previously received by the Construction Authority from the design-build procurement process.

The total allocation previously approved by the Board for the Project is \$39 million, of which \$1.9 million has been expended on prior phase work. When combined with the \$41 million of 2018 TIRCP funds awarded to the San Bernardino County portion of the Project, a total of \$80 million has been allocated to the Project with \$78.1 million available for remaining Project work.

That means SBCTA will need to increase the funding for the remaining Project work and allocate at least an additional \$67 million, and potentially up to \$166 million, to cover the current funding gap. Further, SBCTA staff recommends allocating an additional \$4 million to \$7 million to a Project funding reserve to fund work SBCTA deems necessary but is not included in the Construction Authority's "baseline" project.

The San Bernardino County portion of the Project was fully funded and ready to proceed after the award of the TIRCP funding in 2018. When the first bids were received for the Phase 2B project in 2019, they exceeded the funds available in Los Angeles County and Phase 2B was split into Phase 2B1, the City of Azusa to Pomona, and Phase 2B2, the City of Pomona to Montclair. While the Construction Authority included a "bid option" for the Montclair segment, San Bernardino County Transportation Authority

Transit Committee Agenda Item

August 14, 2025

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they were unable to execute on that bid option due to lack of funding to go beyond the City of Pomona and the option expired in 2021. The Construction Authority re-bid Phase 2B2, and the bid received in March 2025 was even higher.

In 2018, the estimated cost to complete the work in San Bernardino County was \$80 million and now, in 2025, the estimated cost to complete the work in San Bernardino County is \$145 million to \$244 million – which is an increase of 80% to 300% in seven years.

The Construction Authority has switched to the CMAR procurement method from the design-build procurement method, which has added a year to the Project schedule, in hopes of reducing contractor risks substantially enough to have lower bids two years from now, in August 2027.

The Construction Authority has initiated procurement activities, and in late June it released the Request for Proposals (RFP) to hire a team to complete the design/engineering services. The RFP for the CMAR is expected to be issued in October 2025. At the July 2025 meeting of Joint Ad Hoc Committee members and staff, SBCTA requested the Construction Authority to provide written assurance of the propriety of proceeding with the CMAR approach. As of the date this item is published, SBCTA has not received any such assurance from the Construction Authority or the State.

Award of the design/engineering services contract is expected in November 2025, and the award of the CMAR contract is scheduled for early 2026.

The Guaranteed Maximum Price bid is expected to be submitted by the CMAR firm in August 2027. The estimated cost to advance the Project using the CMAR delivery method to the point where new bids are received is \$15.2 million, which is the amount the Board will need to approve to fund the next phase of the Project.

The Construction Authority has requested that \$15.2 million in non-TIRCP funds be allocated by October 2025 and then at least an additional \$130 million within the next two years.

As reported to the Board on July 2, 2025, prior to the notice of the further Project cost increase, allocating additional funding to the Project will need to come from other future projects that already have a funding gap, as identified in the 10-Year Delivery Plan, such as the Ontario International Airport Connector and the procurement of additional Zero-Emission Multiple Units, or potentially from funding that would otherwise be used for future unknown transit capital and operation needs, including Metrolink, Arrow, and Omnitrans. The project is not eligible for federal funds as this portion was never federalized.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026. Should the Board decide to allocate the \$15.2 million as requested by the Construction Authority by October 2025, a future budget amendment will be required.

Reviewed By:

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

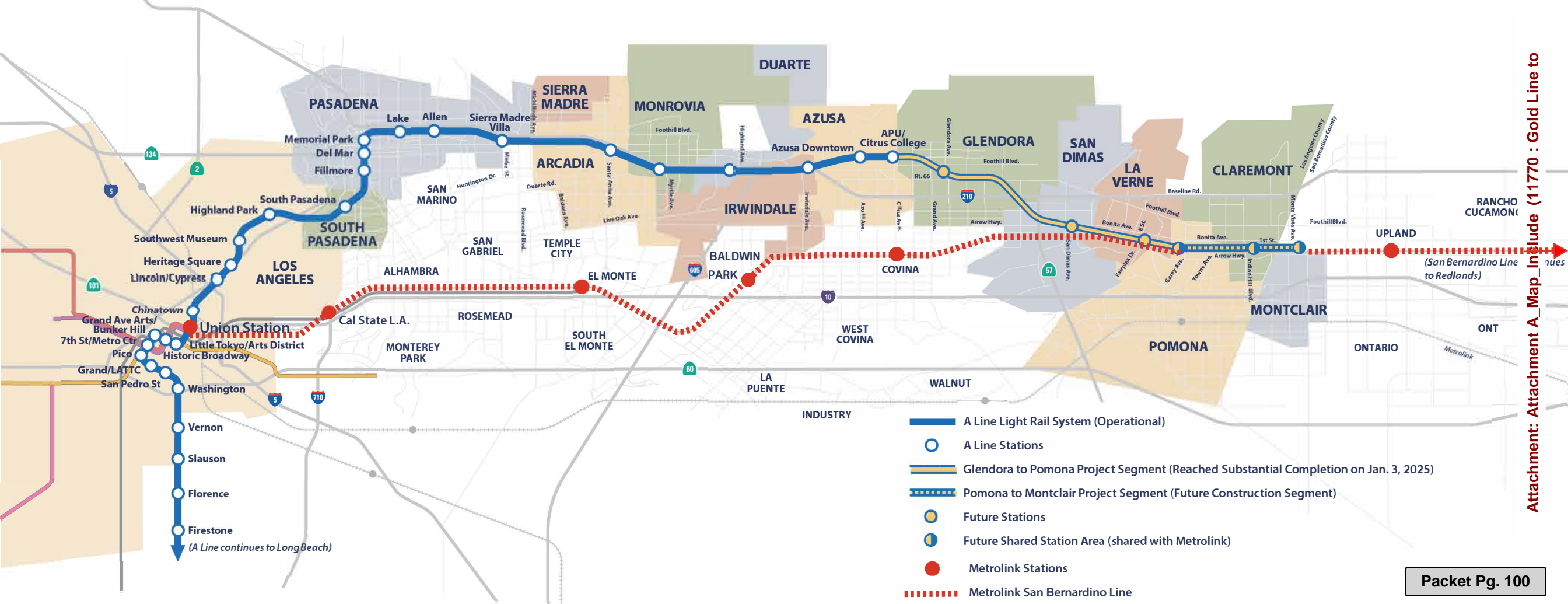
Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

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Approved
Transit Committee
Date: August 14, 2025
Witnessed By:

Metrolink San Bernardino Line and Metro A Line System Map



Attachment: Attachment A_Map_Include (11770 : Gold Line to

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	X	X						
Eunice Ulloa City of Chino				X		X						
Ray Marquez City of Chino Hills		X	X	X		X						
Frank Navarro City of Colton		X		X	X	X						
Aquanetta Warren City of Fontana		X		X	X	X						
Bill Hussey City of Grand Terrace		X		X	X	X						
Larry McCallon City of Highland		X	X	X	X	X						
John Dutrey City of Montclair		X	X	X	X	X						
Alan Wapner City of Ontario			X		X							
L. Dennis Michael City of Rancho Cucamonga		X		X								
Rick Denison Town of Yucca Valley		X	X	X		X						
Joe Baca, Jr. Board of Supervisors		X	X	X	X							

Communication: Attendance (Additional Information)

X = Member attended meeting Empty box = Member did not attend meeting
 Crossed out box = Not a member at the time Shaded box=The Transit Committee did not meet

TC-ATT25

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

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

Acronym List

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



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