

AGENDA Mountain/Desert Policy Committee

February 20, 2026

9:30 AM

Location

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

TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:

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

Mountain/Desert Policy Committee Membership

Chair

Art Bishop, Council Member
Town of Apple Valley

Josh Pullen, Mayor Pro Tem
City of Hesperia

Bob Harriman, Mayor Pro Tem
City of Victorville

Vice Chair

Timothy Silva, Mayor
City of Barstow

Janet Jernigan, Mayor
City of Needles

Rick Denison, Council Member
Town of Yucca Valley

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Daniel Mintz, Sr., Mayor
City of Twentynine Palms

Paul Cook, Supervisor
County of San Bernardino

Rick Herrick, Council Member
City of Big Bear Lake

Dawn Rowe, Supervisor
County of San Bernardino

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

AGENDA

Mountain/Desert Policy Committee Meeting

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817 Third Street
Needles, CA 92363**

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

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

CALL TO ORDER

(Meeting Chaired by Art Bishop)

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

Public Comment

Brief Comments from the General Public

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. 9

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

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

DISCUSSION ITEMS**Discussion - Project Delivery****2. State Route 62 Sage Avenue to Airway Avenue Cooperative Agreement No. 25-1003339 with Caltrans**

Pg. 10

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

A. Allocate \$600,000 of Measure I Morongo Basin Project Development & Traffic Management Systems (PDTMS) funds to the State Route (SR) 62 Sage Avenue to Airway Avenue Project for project development activities, including completion of the Project Initiation Document (PID) phase.

B. Approve Cooperative Agreement No. 25-1003339 with the California Department of Transportation (Caltrans) for project oversight reviews during the PID phase of the SR 62 Sage Avenue to Airway Avenue Project with an estimated payable amount of \$185,000, to be funded with Morongo Basin PDTMS funds.

C. Approve an amendment to the adopted Fiscal Year 2025/2026 Budget to add \$205,000 of Measure I Morongo Basin PDTMS Funds to Task 0860, Arterial Projects, Sub-Task 0860, SR 62 Sage Avenue to Airway Avenue Project.

Presenter: Paul Melocoton

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

3. US 395 Phase 2 Widening Project Utility Agreement Amendments

Pg. 35

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Authorize the Executive Director, or her designee, to finalize and execute Amendment No. 1 to Utility Agreement No. 25-1003274 with the City of Hesperia for utility relocations required for the US 395 Phase 2 Widening Project, subject to approval as to form by SBCTA General Counsel, or her designee, increasing the contract amount by \$2,128,601.25, for a revised contract amount of \$3,253,601.25, to be funded by Surface Transportation Block Grant funds.

B. Authorize the Executive Director, or her designee, to finalize and execute Amendment No. 1 to Utility Agreement No. 25-1003297 with Southern California Edison for utility relocations required for the US 395 Phase 2 Widening Project, subject to approval as to form by SBCTA General Counsel, or her designee, to increase the contract amount by \$881,215.55, for a revised contract amount of \$2,729,206.10, to be funded by Measure I Victor Valley Major Local Highway Program funds.

Presenter: David Tan

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 amendments.

Discussion - Transportation Programming and Fund Administration

4. Amendment No. 1 to the Advance Expenditure Agreement No. 22-1002711 with San Bernardino County for Needles Highway Segment 1C Project Pg. 43

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

Approve Amendment No. 1 to the Advance Expenditure Agreement No. 22-1002711 with San Bernardino County for the Needles Highway, Segment 1C Project, to add the Construction phase as an eligible reimbursable phase.

Presenter: Nohemi Moran

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

5. Amendment No. 4 to Rimrock Road Rehabilitation Project Funding Agreement No. 19-1002193 Pg. 51

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

A. Allocate an additional \$650,000 in Measure I North Desert Major Local Highway Program (MLHP) funds to the City of Barstow for the Rimrock Road Rehabilitation Project.

B. Approve Amendment No. 4 to Funding Agreement No. 19-1002193 with the City of Barstow for the Rimrock Road Rehabilitation Project, increasing the Measure I North Desert MLHP funds by \$650,000 for a total of \$4,314,274 and extending the termination date through the anticipated project close-out date of December 31, 2027.

Presenter: Nohemi Moran

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

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

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The next Mountain/Desert Policy Committee meeting is scheduled for March 20, 2026.

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.

Members of the Board of Directors and any Policy Committee with a disability may participate in any meetings of their respective legislative bodies by remote participation as a reasonable accommodation in accordance with Government Code Sec. 54953(c).

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

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.

Los miembros de la Junta Directiva y de cualquier Comité de Políticas que tengan una discapacidad podrán participar en cualquier reunión de sus respectivos órganos legislativos mediante participación remota como una adaptación razonable de conformidad con el artículo 54953(c) del Código de Gobierno.

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

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. 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 from any members of the public who haven't already commented on the item during the meeting.

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” and “Agenda Actions”, 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: *February 20, 2026*

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
3	25-1003297-01	Southern California Edison <i>Blake Chalson</i> <i>Manager</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:

Ryan Graham, Director of Fund Administration

Approved
Mountain-Desert Committee
Date: February 20, 2026

Witnessed By:

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

Minute Action

AGENDA ITEM: 2

Date: ***February 20, 2026***

Subject:

State Route 62 Sage Avenue to Airway Avenue Cooperative Agreement No. 25-1003339 with Caltrans

Recommendation:

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

- A. Allocate \$600,000 of Measure I Morongo Basin Project Development & Traffic Management Systems (PDTMS) funds to the State Route (SR) 62 Sage Avenue to Airway Avenue Project for project development activities, including completion of the Project Initiation Document (PID) phase.
- B. Approve Cooperative Agreement No. 25-1003339 with the California Department of Transportation (Caltrans) for project oversight reviews during the PID phase of the SR 62 Sage Avenue to Airway Avenue Project with an estimated payable amount of \$185,000, to be funded with Morongo Basin PDTMS funds.
- C. Approve an amendment to the adopted Fiscal Year 2025/2026 Budget to add \$205,000 of Measure I Morongo Basin PDTMS Funds to Task 0860, Arterial Projects, Sub-Task 0860, SR 62 Sage Avenue to Airway Avenue Project.

Background:

The State Route (SR) 62 Sage Avenue to Airway Avenue project (Project) is located in the Town of Yucca Valley (Town). This Project aims to alleviate ongoing congestion caused by operational deficiencies along a segment of SR 62 that stretches approximately three-quarters of a mile through the Town's commercial area. The proposed concept includes adding an outside channelization lane in both directions and improving four existing intersections.

On October 1, 2025, staff presented an item requesting that the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) authorize the Executive Director, or her designee, to negotiate, finalize and execute Cooperative Agreement No. 25-1003339 with the California Department of Transportation (Caltrans) for the Project Initiation Document (PID) phase of the Project. This cooperative agreement with Caltrans is required to define roles, responsibilities, and funding commitments for the PID phase. Under Cooperative Agreement No. 25-1003339, SBCTA would be the implementing agency for the Project. Per State policies, Caltrans Independent Quality Assurance (IQA) reviews are to be borne by the project proponent for the PID phase of the project. The reimbursement will only be for this phase, and oversight reviews for subsequent phases will be at no cost to SBCTA.

In the October 1, 2025, agenda item staff referenced a not-to-exceed amount of \$180,000 for Caltrans oversight reviews and that this payable amount would be funded with San Bernardino County Measure I Morongo Basin Major Local Highway Program (MLHP) funds. Cooperative Agreement No. 25-1003339 is being brought back to the Board for approval for two reasons.

The first reason is that staff recommends a replacement of the fund type used for the Caltrans oversight reviews under this agreement, and the planning or project initiation phase of the

Entity: San Bernardino County Transportation Authority

Project. Initially, MLHP funds were allocated for the Project in the Fiscal Year (FY) 2025/2026 Budget, consistent with the funding table identified in the SBCTA 10-Year Deliver Plan. However, staff identified a fund balance and the availability of Measure I Morongo Basin Project Development and Traffic Management Systems (PDTMS) that could be more beneficially used for the current phase of the Project. Since PDTMS funds cannot be used for capital expenditures such as purchase of Right-of-Way and Construction, this swap would preserve the balance of MLHP funds for future capital expenditures in this sub-area. As such, staff recommends that the Board allocate \$600,000 of PDTMS funds to SR 62 Sage Avenue to Airway Avenue Project. An equal amount of MLHP funds previously allocated to the Project will be removed from the current Project phase. Since Measure I Morongo Basin PDTMS funds were not identified for the Project in the SBCTA 10-Year Delivery Plan or the adopted FY 2025/2026 Budget, approval from the Board is needed for both allocation of Measure I Morongo Basin PDTMS funds and the Budget amendment for the Project.

The second reason is the change in the contract amount. During finalization of the agreement, Caltrans reevaluated the amount provided for their oversight reviews and updated the cost to \$185,000, a minimal difference of \$5,000. Additionally, after further careful review by SBCTA General Counsel, opacity in language in the Caltrans template for Cooperative Agreements highlighted the placement of risk for cost increases to be borne by the project proponent. As such, staff would like to clarify that the amount referenced in this report and the cooperative agreement is characterized as an estimate, and not a not-to-exceed amount because of this risk. Staff will address any cost increases consistent with SBCTA's Contracting and Procurement Policy No. 11000 with either authorization from the Board or the Executive Director.

Staff recommends that the Board approve the allocation of \$600,000 of Measure I Morongo Basin PDTMS funds to the Project and amend the FY 2025/2026 Budget under Task 0860, Arterial Projects, Sub-Task 0860, State Route SR 62 Sage Avenue to Airway Avenue Project to add \$205,000 of Measure I Morongo Basin PDTMS funds. Staff also recommends approving Cooperative Agreement No. 25-1003339 with Caltrans for the PID phase of the Project with an estimated payable amount of \$185,000 for Caltrans oversight reviews.

Financial Impact:

This item is not consistent with the adopted Budget for Fiscal Year 2025/2026. A budget amendment is required as described in Recommendation C and described in the background section of this item. Approval of this item would amend the budget to add \$205,000 of Measure I Morongo Basin Project Development and Traffic Management Systems funds to Task 0860, Arterial Projects, Sub-Task 0860 SR 62 Sage to Airway Project.

Reviewed By:

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

Responsible Staff:

Paul Melocoton, Project Manager

Approved
 Mountain-Desert Committee
 Date: February 20, 2026

Witnessed By:

Contract Summary Sheet

2.a

General Contract Information

Contract No: 25-1003339 Amendment No.:

Contract Class: Payable Department: Project Delivery

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

Description: SR-62 Sage to Airway Ave Cooperative Agreement for the PID phase

List Any Related Contract Nos.: 25-1003191

Dollar Amount				
Original Contract	\$	185,000.00	Original Contingency	\$ -
Prior Amendments	\$	-	Prior Amendments	\$ -
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$ -
Current Amendment	\$	-	Current Amendment	\$ -
Total/Revised Contract Value	\$	185,000.00	Total Contingency Value	\$ -
			Total Dollar Authority (Contract Value and Contingency)	\$ 185,000.00

Contract Authorization

Board of Directors Date: 03/04/2026 Committee Item #

Contract Management (Internal Purposes Only)

Other Contracts	Sole Source?	N/A	No Budget Adjustment
Local	Funding Agreement		N/A

Accounts Payable

Estimated Start Date: 04/01/2026 Expiration Date: 12/31/2039 Revised Expiration Date:

Paul Melocoton

Project Manager (Print Name)

Kristi Harris

Task Manager (Print Name)

Additional Notes:Estimated amount

Agreement No. 08-1819
 Project No.: 0826000051
 EA: 08-1T340
 08-SBD-62-11.9/12.7
 SBCTA Agreement No. 25-1003339

COOPERATIVE AGREEMENT COVER SHEET

Work Description

ADDITION OF ONE LANE IN EACH DIRECTION ON STATE ROUTE 62 BETWEEN SAGE AVENUE AND AIRWAY AVENUE IN THE TOWN OF YUCCA VALLEY

Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

Rajan Rijal, Project Manager
 464 West 4th Street
 San Bernardino, CA 92401
 Office Phone: (909) 371-6907
 Mobile Phone: (909) 371-6907
 Email: Rajan.Rijal@dot.ca.gov

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Paul Melocoton, Project Manager
 1170 West 3rd Street
 San Bernardino, CA 92410
 Office Phone: (909) 884-8276
 Email: pmelocoton@gosbcta.com

Billing contact:
 Accounts Payable,
 1170 West 3rd Street
 San Bernardino, CA 92410
 Office Phone: (909) 884-8276
 Email: ap@gosbcta.com

SBCTA Agreement No. 25-1003339

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SBCTA Agreement No. 25-1003339

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DRAFT

Agreement No. 08-1819 | 08-SBD-62 | EA: 08-1T340

Agreement No. 08-1819
 Project No.: 0826000051
 EA: 08-1T340
 08-SBD-62-11.9/12.7

SBCTA Agreement No. 25-1003339

COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public corporation/entity, referred to hereinafter as SBCTA.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130 and California Government Code, Section 65086.5.
2. For the purpose of this AGREEMENT, *addition of one lane in each direction on State Route 62 between Sage Avenue and Airway Avenue in the Town of Yucca Valley*, will be referred to hereinafter as PROJECT. SBCTA desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report-Project Development Support (PSR-PDS).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - PROJECT INITIATION DOCUMENT (PID)
4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

Agreement No. 08-1819 | 08-SBD-62 | EA: 08-1T340

Agreement No. 08-1819
Project No.: 0826000051
EA: 08-1T340
08-SBD-62-11.9/12.7

SBCTA Agreement No. 25-1003339

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

AGREEMENT will terminate 180 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

DRAFT

Agreement No. 08-1819
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RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SBCTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- SBCTA is the Project Initiation Document (PID) IMPLEMENTING AGENCY.

The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.

11. SBCTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving

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disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. SBCTA is the only PARTY committing funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.

14. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.
15. Unless otherwise documented in the Reimbursement Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Reimbursement Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Reimbursement Summary. Costs that are specifically excluded

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from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that SBCTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

21. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

Project Initiation Document (PID)

22. As the PID IMPLEMENTING AGENCY, SBCTA is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.

23. Should SBCTA request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this AGREEMENT, SBCTA agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.

24. CALTRANS will be responsible for completing the following PID activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
--	--------------------------

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100.05.10.xx Quality Management	YES
150.05.05.xx Review of Existing Reports, Data, Studies, and Mapping	YES
150.25.20 PID Circulation, Review, and Approval	YES

25. CALTRANS will provide relevant existing proprietary information and maps related to:

- Geologic and Geotechnical information
- Utility information
- Environmental constraints
- Traffic modeling/forecasts
- Topographic and Boundary surveys
- As-built centerline and existing right-of-way

Due to the potential for data loss or errors, CALTRANS will not convert the format of existing proprietary information or maps.

26. When required, CALTRANS will perform pre-consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.

27. CALTRANS will actively participate in the Project Development Team meetings.

28. The PID will be signed on behalf of SBCTA by a Civil Engineer registered in the State of California.

29. CALTRANS will review and approve the Project Initiation Document (PID) as required by California Government Code, Section 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to SBCTA within 60 calendar days from the date CALTRANS received the draft PID from SBCTA. SBCTA will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by SBCTA, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from SBCTA.

After SBCTA revises the PID to address all of CALTRANS' comments and submits the revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within 30 calendar days from the date CALTRANS received the revised draft PID from SBCTA. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, SBCTA will provide all

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available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30 day CALTRANS review period will be stalled during that time and will continue to run after SBCTA provides the required data.

No liability will be assigned to CALTRANS, its officers and employees by SBCTA under the terms of this AGREEMENT or by third parties by reason of CALTRANS' review and approval of the PID.

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Additional Provisions

Standards

30. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

31. CALTRANS retains the right to reject noncompliant WORK. SBCTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

32. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

33. SBCTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

34. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide encroachment permits to SBCTA at no cost.

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CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

35. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

36. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

37. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

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38. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

39. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.

40. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.

41. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of SBCTA in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

Claims

42. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.

43. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

44. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal

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funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

45. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
46. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.
 PARTIES will retain all WORK-related records for three (3) years after the final voucher.
 PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.
47. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
48. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

49. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

Penalties, Judgments and Settlements

50. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
51. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

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GENERAL CONDITIONS

52. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

Venue

53. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

54. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

55. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this AGREEMENT. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

56. Neither SBCTA nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed

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that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SBCTA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

57. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
58. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

59. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

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60. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

61. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

62. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of SBCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

63. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

64. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for

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public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

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REIMBURSEMENT SUMMARY

FUNDING TABLE				
IMPLEMENTING AGENCY:			SBCTA	
Source	Party	Fund Type	PID	Totals
LOCAL	SBCTA	Local	\$185,000	\$185,000
Totals			\$185,000	\$185,000

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SPENDING TABLE		
	PID	
Fund Type	CALTRANS	Totals
Local	\$185,000	\$185,000
Totals	\$185,000	\$185,000

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Funding

65. Per the State Budget Act of 2012, Chapter 603, amending item 2660-001-0042 of Section 2.00, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

Invoicing and Payment

66. PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA will pay invoices within five (5) calendar days of receipt of invoice.

67. If SBCTA has received EFT certification from CALTRANS then SBCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

Project Initiation Document (PID)

68. CALTRANS will submit an invoice to SBCTA in the amount of \$185,000 after the execution of this AGREEMENT. The invoice amount is the estimated costs for CALTRANS to perform WORK.

CALTRANS will not begin WORK until SBCTA pays invoice in full.

Upon completion of WORK, CALTRANS will perform a final accounting of WORK costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the obligation of this AGREEMENT. Should CALTRANS submit an invoice as a result of the final accounting, SBCTA agrees to pay within forty-five (45) days of receipt of invoice.

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SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Catalino A. Pining III
 District 8 Director

HQ Legal Representative
 HQ Legal Rep Title

Verification of Funds and Authority:

Karem Evans
 District 8 Budget Manager (Acting)

Certified as to financial terms and policies:

Darwin Salmos
 HQ Accounting Supervisor

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Rick Denison
 President, Board of Directors

Iain MacMillan
 General Counsel

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Minute Action

AGENDA ITEM: 3

Date: *February 20, 2026*

Subject:

US 395 Phase 2 Widening Project Utility Agreement Amendments

Recommendation:

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

- A. Authorize the Executive Director, or her designee, to finalize and execute Amendment No. 1 to Utility Agreement No. 25-1003274 with the City of Hesperia for utility relocations required for the US 395 Phase 2 Widening Project, subject to approval as to form by SBCTA General Counsel, or her designee, increasing the contract amount by \$2,128,601.25, for a revised contract amount of \$3,253,601.25, to be funded by Surface Transportation Block Grant funds.
- B. Authorize the Executive Director, or her designee, to finalize and execute Amendment No. 1 to Utility Agreement No. 25-1003297 with Southern California Edison for utility relocations required for the US 395 Phase 2 Widening Project, subject to approval as to form by SBCTA General Counsel, or her designee, to increase the contract amount by \$881,215.55, for a revised contract amount of \$2,729,206.10, to be funded by Measure I Victor Valley Major Local Highway Program funds.

Background:

US 395 is designated as a “Priority Interregional Highway” in the California Department of Transportation (Caltrans) 2021 Interregional Transportation Strategic Plan (ITSP). US 395 is widely recognized as a critical linkage for goods movement, supporting the economies of multiple inland counties, and an important agricultural route to and from the Central Valley. The US 395 Phase 2 Widening Project (Project) will widen the facility from two to four lanes between Interstate 15 and Palmdale Road.

On April 17, 2025, San Bernardino County Transportation Authority (SBCTA) and Southern California Edison (SCE) executed Utility Agreement No. 25-1003297 for utility relocations necessary to support the Project within the City of Victorville. On April 30, 2025, SBCTA and the City of Hesperia executed Utility Agreement No. 25-1003274 for utility relocations necessary to support the Project within the City of Hesperia.

The original cost estimates for both utility agreements were prepared in March 2025 based on preliminary relocation plans. Since that time, the utility relocation plans have been finalized, resulting in increased estimated relocation costs. Under these agreements, SBCTA will reimburse the utility owners based on the actual costs incurred, up to 125% of the estimate.

Staff are recommending that the Board authorize the Executive Director, or her designee, to finalize and execute Amendment No. 1 to Utility Agreement No. 25-1003274 with the City of Hesperia and Amendment No. 1 to Utility Agreement No. 25-1003297 with SCE to update the contract amounts to reflect the revised cost estimates, subject to approval as to form by SBCTA General Counsel.

Mountain-Desert Committee Agenda Item

February 20, 2026

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Financial Impact:

This Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Victor Valley Major Local Highway Projects Program funds, Surface Transportation Block Grant Program funds, in Program 40, Project Delivery.

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 amendments.

Responsible Staff:

David Tan, Senior Project Manager

Approved
Mountain-Desert Committee
Date: February 20, 2026

Witnessed By:

Contract Summary Sheet

3.a

General Contract Information

Contract No: 25-1003274 Amendment No.: 1

Contract Class: Payable Department: Project Delivery

Vendor No.: 01000 Vendor Name: City of Hesperia

Description: Standard Utility Agreement

List Any Related Contract Nos.:

Dollar Amount				
Original Contract	\$	1,125,000.00	Original Contingency	\$ -
Prior Amendments	\$	-	Prior Amendments	\$ -
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$ -
Current Amendment	\$	2,128,601.25	Current Amendment	
Total/Revised Contract Value	\$	3,253,601.25	Total Contingency Value	\$ -
			Total Dollar Authority (Contract Value and Contingency)	\$ 3,253,601.25

Contract Authorization

Board of Directors Date: 03/04/2026 Committee Item #

Contract Management (Internal Purposes Only)

Other Contracts	Sole Source?	N/A	N/A
Local	Utility Agreements		N/A

Accounts Payable

Estimated Start Date: 04/09/2025 Expiration Date: 12/30/2039 Revised Expiration Date:

David Tan

Project Manager (Print Name)

Kristi Lynn Harris

Task Manager (Print Name)

Additional Notes:

DISTRICT 08	COUNTY San Bernardino	ROUTE 395	POST MILE PM R4.0/11.2	PROJECT ID 0813000222 EA: 08-0F633
FEDERAL AID NUMBER 6507(034)		OWNER'S FILE NUMBER CO-1741		
FEDERAL PARTICIPATION/FEDERALLY ELIGIBLE/ NEPA DOCUMENT On the project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO On the Utilities <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				

FIRST AMENDMENT TO UTILITY AGREEMENT NO. 395-COH01

This first amendment, ("AMENDMENT NO. 1") to UTILITY AGREEMENT No. 395-COH01, City of Hesperia, SBCTA CONTRACT 25-1003274, is made and entered into on _____, by and between the San Bernardino County Transportation Authority (referred to herein as "SBCTA") and City of Hesperia (herein "OWNER")

RECITALS

WHEREAS, "SBCTA" and "OWNER", have entered into that certain Utility Agreement No. 395-CHO01, SBCTA Contract No. 25-100327, on 04/30/2025 for relocation work of OWNER's facilities that are within the limits of SBCTA's project; and

WHEREAS, as a result of the finalization of utility relocation plans, the actual estimated cost to the OWNER for the relocation exceeds the original rough order of magnitude estimate included in Utility Agreement No. 395-COH01, SBCTA Contract No. 25-1003274; and

WHEREAS, the parties now desire to enter into AMENDMENT NO. 1 to Utility Agreement No. 395-COH01, SBCTA Contract No. 25-1003274, to revise the total cost of the relocation.

NOW, THEREFORE, incorporating the foregoing recitals herein, SBCTA and OWNER mutually agree as follows:

1. The estimated cost to SBCTA of **\$900,000.00** as set forth in the final paragraph of Section V. General Conditions in Utility Agreement No. 395-COH01, SBCTA Contract No. 25-1003274 is hereby revised and amended to **\$2,602,881.00**.
2. Except as amended by this AMENDMENT NO. 1, all other provisions of Utility Agreement No. 395-COH01, SBCTA Contract No. 25-1003274, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Utility Agreement No. SCE-COH01, SBCTA Contract No. 25-1003274 the day and year above written.

AGENCY:
SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY

OWNER:
CITY OF HESPERIA

By _____ Date
Carolyn Schindler
Executive Director

By _____ Date
Allison Lee
Mayor

APPROVED AS TO FORM:

By _____ Date
Iain MacMillan
Assistant General Counsel

APPROVED AS TO FORM:

By _____ Date
Pam Lee
City Attorney

General Contract Information

Contract No: 25-1003297 Amendment No.: 1

Contract Class: Payable Department: Project Delivery

Vendor No.: 01973 Vendor Name: Southern California Edison

Description: Standard Utility Agreement

List Any Related Contract Nos.:

Dollar Amount				
Original Contract	\$	1,847,990.55	Original Contingency	\$ -
Prior Amendments	\$	-	Prior Amendments	\$ -
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$ -
Current Amendment	\$	881,215.55	Current Amendment	
Total/Revised Contract Value	\$	2,729,206.10	Total Contingency Value	\$ -
			Total Dollar Authority (Contract Value and Contingency)	\$ 2,729,206.10

Contract Authorization

Board of Directors Date: 03/04/2026 Committee Item #

Contract Management (Internal Purposes Only)

Other Contracts	Sole Source?	N/A	N/A
Local	Utility Agreements		N/A

Accounts Payable

Estimated Start Date: 04/09/2025 Expiration Date: 12/30/2039 Revised Expiration Date:

David Tan

Project Manager (Print Name)

Kristi Lynn Harris

Task Manager (Print Name)

Additional Notes:

DISTRICT 08	COUNTY San Bernardino	ROUTE 395	POST MILE PM R4.0/11.2	PROJECT ID 0813000222 EA: 08-0F633
FEDERAL AID NUMBER 6507(034)		OWNER'S FILE NUMBER Project 3168 / WO: TD2380584		
FEDERAL PARTICIPATION/FEDERALLY ELIGIBLE/ NEPA DOCUMENT On the project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO On the Utilities <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				

FIRST AMENDMENT TO UTILITY AGREEMENT NO. 395-SCEV01

This first amendment (“AMENDMENT NO. 1”) to UTILITY AGREEMENT No. 395-SCEV01, Southern California Edison (SCE), SBCTA CONTRACT 25-1003297, is made and entered into on _____, by and between the San Bernardino County Transportation Authority (referred to herein as “SBCTA”) and Edison (SCE)-Distribution (herein “OWNER”).

RECITALS

WHEREAS, “SBCTA” and “OWNER”, have entered into that certain Utility Agreement No. 395-SCEV01, SBCTA Contract No. 25-1003297, on 04/09/2025 for relocation work of OWNER’s facilities that are within the limits of SBCTA’s project; and

WHEREAS, as a result of the finalization of utility relocation plans, the actual estimated cost to the OWNER for the relocation exceeds the original rough order of magnitude estimate included in Utility Agreement No. 395-SCEV01, SBCTA Contract No. 25-1003297; and

WHEREAS, the parties now desire to enter into AMENDMENT NO. 1 to Utility Agreement No. 395-SCEV01, SBCTA Contract No. 25-1003297, to revise the total cost of the relocation.

NOW, THEREFORE, incorporating the foregoing recitals herein, SBCTA and OWNER mutually agree as follows:

1. The estimated cost to SBCTA of **\$1,847,990.55** as set forth in the final paragraph of Section V. General Conditions in Utility Agreement No. 395-SCEV01, SBCTA Contract No. 25-1003297 is hereby revised and amended to **\$2,183,364.88**.
2. Except as amended by this AMENDMENT NO. 1, all other provisions of Utility Agreement No. 395-SCEV01, SBCTA Contract No. 25-1003297, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Utility Agreement No. 395-SCEV01, SBCTA Contract No. 25-1003297 the day and year above written.

AGENCY:
SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY

OWNER:
SOUTHERN CALIFORNIA EDISON

By _____ Date
Carolyn Schindler
Executive Director

By _____ Date
Blake Chalson
Manager

APPROVED AS TO FORM:

By _____ Date
Iain MacMillan
Assistant General Counsel

Minute Action

AGENDA ITEM: 4

Date: February 20, 2026

Subject:

Amendment No. 1 to the Advance Expenditure Agreement No. 22-1002711 with San Bernardino County for Needles Highway Segment 1C Project

Recommendation:

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

Approve Amendment No. 1 to the Advance Expenditure Agreement No. 22-1002711 with San Bernardino County for the Needles Highway, Segment 1C Project, to add the Construction phase as an eligible reimbursable phase.

Background:

The Measure I 2010-2040 Expenditure Plan and the Colorado River Subarea transportation planning partners identified the Needles Highway, Segment 1C Project, from David Drive north to 0.1 mile of Not'cho Road, as eligible for partial funding under the Measure I Colorado River Subarea Major Local Highway Projects (MLHP) Program.

San Bernardino County Transportation Authority (SBCTA) entered into the Advance Expenditure Agreement No. 22-1002711 with San Bernardino County (County) to allocate up to \$900,000 in Measure I funds for eligible project expenditures incurred after the effective date of the agreement. The original agreement established Project Approval and Environmental Document, as well as Plans, Specifications, and Estimates, as eligible reimbursement phases of the project.

The County has since requested that the Construction phase be added as an eligible reimbursable phase. Amendment No. 1 updates the agreement accordingly and replaces Attachment A with Attachment A.1 and Attachment B with Attachment B.1, reflecting the revised milestones and summary of estimated cost. The amendment does not increase the total authorized funding amount, which remains capped at \$900,000, fully funded with Measure I Colorado River Subarea MLHP funds.

Approval of this amendment will allow SBCTA to reimburse the County for eligible construction expenditures in accordance with the Measure I Strategic Plan and the terms of the agreement.

Financial Impact:

The Needles Highway Segment 1C Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Colorado River Major Local Highway Program funds in Program 50, Task 0550 Allocations/Pass Throughs, Subtask 0516 MSI Mountain/Desert Allocation.

Reviewed By:

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

Responsible Staff:

Nohemi Moran, Management Analyst II

Entity: San Bernardino County Transportation Authority

Mountain-Desert Committee Agenda Item

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Page 2

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Approved
Mountain-Desert Committee
Date: February 20, 2026

Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 22-1002711 Amendment No.: 1

Contract Class: Payable Department: Fund Administration

Vendor No.: 01908 Vendor Name: County of San Bernardino

Description: Needles Hwy Segment 1C Advance Expenditure Agreement

List Any Related Contract Nos.: _____

Dollar Amount				
Original Contract	\$	900,000.00	Original Contingency	\$ -
Prior Amendments	\$	-	Prior Amendments	\$ -
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$ -
Current Amendment	\$	-	Current Amendment	\$ -
Total/Revised Contract Value	\$	900,000.00	Total Contingency Value	\$ -
			Total Dollar Authority (Contract Value and Contingency)	\$ 900,000.00

Contract Authorization

Board of Directors Date: 03/04/2026 Committee Item #

Contract Management (Internal Purposes Only)

Other Contracts	Sole Source?	N/A	No Budget Adjustment
Local	Funding Allocation		N/A

Accounts Payable

Estimated Start Date: 03/02/2022 Expiration Date: 12/31/2039 Revised Expiration Date:

Nohemi Moran

Ryan Graham

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: PA String: 0516.025.246.54840 Amended to add Construction phase.

AMENDMENT NO. 1 TO
ADVANCE EXPENDITURE AGREEMENT NO. 22-1002711
FOR
NEEDLES HIGHWAY, SEGMENT 1C PROJECT
(COUNTY OF SAN BERNARDINO)

This Amendment No. 1 (“AMENDMENT NO. 1”) to the Advance Expenditure Agreement No. 22-1002711 (“AGREEMENT”) is made and entered into by and between the San Bernardino County (“COUNTY”) and the San Bernardino County Transportation Authority (“SBCTA”). SBCTA and COUNTY are each a “Party” and collectively “Parties”.

RECITALS

- A. The Measure I 2010-2040 (“Measure I”) Expenditure Plan and the Colorado Subarea transportation planning partners have identified projects eligible for partial funding from Measure I Colorado River Subarea Major Local Highway Projects Program (MLHP) funds;
- B. The Needles Highway, Segment 1C (“PROJECT”), from David Drive north to 0.1 mile north of Not’cho Road, located in the Needles area of the Measure I Colorado River Subarea is one of the projects identified as eligible for such funding;
- C. The Parties entered into AGREEMENT on or about April 26, 2022, to allocate \$900,000 in Measure I Colorado River Subarea MLHP funds for expenditures incurred after April 26, 2022; and
- D. The AGREEMENT established the PA&ED and PS&E (Environmental and Design) as eligible phases of PROJECT for reimbursement subject to the terms AGREEMENT as included in Attachments A and B; and
- E. COUNTY has requested Construction be added to the AGREEMENT as an eligible phase of the PROJECT for reimbursement.

NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:

1. Paragraph 1 of Section I is deleted in its entirety and replaced with the following:

“1. To reimburse COUNTY for those eligible PROJECT expenses that are incurred by COUNTY for the PROJECT, as set forth in Attachment B-1 to this AGREEMENT and as governed by POLICY in the Measure I 2010-2040 Strategic Plan, in effect as of this AGREEMENT’S Effective Date.”

2. Attachment A to the AGREEMENT is replaced in its entirety with Attachment A.1 (Revised Needles Highway, Segment 1C Project Description of Project and Milestones), attached hereto and incorporated herein by reference into this AMENDMENT NO. 1. All references to “Attachment A” in the AGREEMENT are replaced with “Attachment A.1”.
3. Attachment B to the AGREEMENT is replaced in its entirety with Attachment B.1 (Revised Summary of Estimated Costs), attached hereto and incorporated herein by reference into this AMENDMENT NO. 1. All references to “Attachment B” in the AGREEMENT are replaced with “Attachment B.1”.
4. The Recitals to this AMENDMENT NO. 1 are true and correct and are incorporated into this AMENDMENT NO.1.
5. This AMENDMENT NO.1 is effective on and shall be dated on the date executed by SBCTA.
6. Except as otherwise specifically provided herein this AMENDMENT NO.1, all other provisions of the AGREEMENT shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NO. 1 by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Rick Denison, President
Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Iain MacMillan
Assistant General Counsel

Date: _____

SAN BERNARDINO COUNTY

By: _____
Chairman

Date: _____

APPROVED AS TO FORM:

By: _____
TBD
County Counsel

Date: _____

ATTEST:

By: _____
TBD
Clerk of the
Board

Date: _____

Attachment A.1

NEEDLES HIGHWAY, SEGMENT 1C PROJECT Description of Project and Milestones

Project Title	
Needles Highway, Segment 1C Project	
Location, Project Limits, Description, Scope of Work, Legislative Description	
The Project is located on Needles Highway from David Drive north to 0.1 mile of Not'cho Road. Scope of work includes realignment, reconstruction and drainage improvements.	
Project Milestone	Proposed
Project Study Report Approved	
Begin Environmental (PA/ED) Phase	02/15/2022
Circulate Draft Environmental Document	Completed
Draft Project Report	Completed
End Environmental Phase (PA/ED Milestone)	06/30/2022 (Revalidation; NEPA completed 5/28/2014)
Begin Design (PS&E) Phase	12/01/2022
End Design Phase (Ready to List for Advertisement Milestone)	06/30/2024
Begin Right of Way Phase	12/11/2022
End Right of Way Phase (Right of Way Certification Milestone)	11/26/2024
Begin Construction Phase (Contract Award Milestone)	1/27/2026
End Construction Phase (Construction Contract Acceptance Milestone)	05/12/2026
Begin Closeout Phase	05/13/2026
End Closeout Phase (Closeout Report)	03/30/2027

ATTACHMENT B.1

NEEDLES HIGHWAY, SEGMENT 1C PROJECT

Revised Summary of Estimated Costs

Phase	Total Cost	SBCTA Funds*- AEA for future MLHP Funds	City Funds
PA/ED & PS&E (Environmental and Design)	\$400,000	\$400,000	\$0
Construction	\$500,000	\$500,000	\$0
TOTAL	\$900,000	\$900,000	\$0

Additional Notes:

1. SBCTA's Share can be from sources under control of SBCTA including but not limited to, Measure I Major Local Highways Program, State Transportation Improvement Program, Surface Transportation Program, or other funds without necessitating an amendment of this Agreement.

Minute Action

AGENDA ITEM: 5

Date: *February 20, 2026*

Subject:

Amendment No. 4 to Rimrock Road Rehabilitation Project Funding Agreement No. 19-1002193

Recommendation:

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

- A. Allocate an additional \$650,000 in Measure I North Desert Major Local Highway Program (MLHP) funds to the City of Barstow for the Rimrock Road Rehabilitation Project.
- B. Approve Amendment No. 4 to Funding Agreement No. 19-1002193 with the City of Barstow for the Rimrock Road Rehabilitation Project, increasing the Measure I North Desert MLHP funds by \$650,000 for a total of \$4,314,274 and extending the termination date through the anticipated project close-out date of December 31, 2027.

Background:

The Measure I Expenditure Plan, as part of the Measure I Ordinance No. 04-01, includes contributions to projects along major streets and highways serving as current or future primary routes of travel within the North Desert Subarea. In April 2009, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) adopted the Measure I 2010-2040 Strategic Plan (Plan) to define the policy framework for the delivery of Measure I programs and projects, along with developing candidate project lists, which were completed with the assistance of Subarea jurisdiction representatives. The Plan was subsequently updated in September 2017.

The City of Barstow (City) identified the Rimrock Road Rehabilitation Project (Project) as a high-priority project for use of Measure I North Desert Major Local Highway Program (MLHP). The City and SBCTA originally entered into a Funding Agreement for the Project on or about January 14, 2020. Funding Agreement No. 19-1002193 has been amended three times, most recently in October 2025.

Amendment No. 3 expanded the scope, updated the milestones and project completion date, and committed additional funding for the Project. At the time Amendment No. 3 was presented with a recommendation for approval, staff identified an anticipated unfunded need of \$1,000,000 to complete the Project's funding package through construction. Since that time, the City was successfully awarded a Transportation Development Act (TDA) Article 3 grant in the amount of \$490,000 for a portion of the Project's active transportation Scope of Work.

In Amendment No. 4, the City is requesting an additional allocation in the amount of \$650,000 from the MLHP for the Project. When matched with the \$490,000 of TDA Article 3 program funds, the Project will be fully funded as outlined in Attachment B.4 of Amendment No. 4 to the Project Funding Agreement No. 19-1002193. This includes an additional \$140,000 for the total construction cost, reflecting the pending selected bidder's engineer's estimate.

The City has completed the Environmental Phase as of January 2026 and anticipates awarding a construction contract for the Project in early March 2026. Staff conducted a cash flow analysis for the City's additional funding request and determined that sufficient funding capacity exists

Entity: San Bernardino County Transportation Authority

Mountain-Desert Committee Agenda Item

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within the Measure I North Desert MLHP to support the total MLHP need without affecting other committed projects in the Subarea. Further, the allocation request is also within the City's equitable share of funding. Finally, to accommodate the Project close-out, staff recommends extending the contract termination date to December 31, 2027.

The City's request for funding allocation meets the eligibility requirements for the Measure I North Desert MLHP as defined by the North Desert MLHP Measure I 2010-2040 Strategic Plan Policy No. 40017.

Financial Impact:

The Rimrock Road Rehabilitation Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I North Desert Major Local Highway Program funds in Program 50, Fund Administration, Task 0550 Allocations/Pass Throughs, Subtask 0516 Mountain/Desert Allocation.

Reviewed By:

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

Responsible Staff:

Nohemi Moran, Management Analyst II

Approved
Mountain-Desert Committee
Date: February 20, 2026

Witnessed By:

Contract Summary Sheet

5.a

General Contract Information

Contract No: 19-1002193 Amendment No.: 4

Contract Class: Payable Department: Fund Administration

Vendor No.: 00227 Vendor Name: City of Barstow

Description: Rimrock Road Rehabilitation Project Funding Agreement

List Any Related Contract Nos.:

Dollar Amount				
Original Contract	\$	749,000.00	Original Contingency	\$ -
Prior Amendments	\$	2,915,274.00	Prior Amendments	\$ -
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$ -
Current Amendment	\$	650,000.00	Current Amendment	\$ -
Total/Revised Contract Value	\$	4,314,274.00	Total Contingency Value	\$ -
			Total Dollar Authority (Contract Value and Contingency)	\$ 4,314,274.00

Contract Authorization

Board of Directors Date: 03/04/2026 Committee Item #

Contract Management (Internal Purposes Only)

Other Contracts	Sole Source?	N/A	No Budget Adjustment
Local	Funding Allocation		N/A

Accounts Payable

Estimated Start Date: 12/04/2019 Expiration Date: 06/30/2027 Revised Expiration Date: 12/31/2027

Nohemi Moran

Project Manager (Print Name)

Ryan Graham

Task Manager (Print Name)

Additional Notes: A4 extends termination date of the Agreement from June 30, 2027 to December 31, 2027. PA String: 0516.003.238.54840

AMENDMENT NO. 4 TO PROJECT FUNDING AGREEMENT 19-1002193

FOR

RIMROCK ROAD REHABILITATION PROJECT

(CITY OF BARSTOW)

THIS Amendment No. 4 to Project Funding Agreement No. 19-1002193 is made and entered into by and between the City of Barstow ("CITY") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CITY are each a "Party" and collectively "Parties".

RECITALS

- A. The Parties entered into Project Funding Agreement No. 19-1002193 ("Agreement") on or about January 14, 2020, to fund the Rimrock Road Rehabilitation Project in the City of Barstow ("PROJECT") with an approved allocation of \$749,000 of Measure I North Desert Subarea Major Local Highway Program ("MLHP") funds; and
- B. Amendment No. 1 to the Agreement, dated December 15, 2021, updated the Project milestone dates in Attachment A and extended the termination date to December 31, 2023; and
- C. Amendment No. 2 to the Agreement, dated December 15, 2023, updated the Project milestone dates in Attachment A and extended the termination date to December 31, 2025; and
- D. Amendment No. 3 to the Agreement, dated October 6, 2025, extended the limits of the PROJECT to include road rehabilitation along Agarita Avenue from Cypress Drive to I-15; and
- E. Amendment No 3 to the Agreement, dispersed an additional \$2,915,274 to partially fund the Project; and
- F. Amendment No 3 to the Agreement, updated the Project milestone dates in Attachment A and extended the termination date to June 30, 2027, consistent with the updated Project milestones.
- G. CITY has identified a need for an additional \$650,000 in reimbursable funding to fund the PROJECT; and
- H. City was awarded \$490,000 of Transportation Development Act (TDA) Article 3 grant funding for construction and wishes to include this new funding source in Attachment B: Summary of Estimated Costs; and
- I. CITY has requested updates to Attachment A: Description of Project and Milestones and Attachment B: Summary of Estimated Costs; and
- J. The Project has been delayed, and the City is requesting an update to the Project milestone dates in Attachment A, and to extend termination date of the Agreement from June 30, 2027, to December 31, 2027, consistent with the updated Project milestones.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Section I, Paragraph 1 is deleted in its entirety and replaced with the following:

“1. To reimburse CITY for the actual cost of the PROJECT WORK up to a maximum of \$4,314,274 in MLHP funds. An estimate of costs for the PROJECT WORK is provided in Attachment B.4 SBCTA shall have no further responsibilities to provide any funding for the PROJECT WORK exceeding this amount unless an amendment to this Agreement is approved by the Parties.”

2. Section I, Paragraph 2 is deleted in its entirety and replaced with the following:

“2. To reimburse CITY within thirty (30) days after CITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by CITY up to a maximum of \$4,314,274, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.”

3. Section II, Paragraph 2 is deleted in its entirety and replaced with the following:

“2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT WORK expenses for an amount not to exceed \$4,314,274 in MLHP funds unless this Agreement is amended in writing to approve increasing PROJECT WORK costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT WORK by CITY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines.

4. Section III, Paragraph 8 is deleted in its entirety and replaced with the following:

“7. This Agreement will be considered terminated upon reimbursement of eligible costs by SBCTA or December 31, 2027, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5, 6, and 7 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by SBCTA, in its sole discretion, in the event the Project work described in Attachment A.4 has not been initiated by CITY within twelve (12) months of the Effective Date of this Amendment No. 3.”

5. Attachment A.3 to the Agreement is replaced with the Description of Project and Milestones attached as Attachment A.4 to this Amendment No. 4 and incorporated herein. All references to “Attachment A.3” in the Agreement are hereby replaced with “Attachment A.4”.

6. Attachment B.3 to the Agreement is replaced with the Description of Project and Milestones attached as Attachment B.4 to this Amendment No. 4 and incorporated herein. All references to “Attachment B.3” in the Agreement are hereby replaced with “Attachment B.4”.

7. Except as amended by this Amendment No. 4, all other terms and conditions of the Agreement shall remain in full force and effect and are incorporated herein by this reference.
8. The Recitals set forth above are incorporated herein by this reference.
9. This Amendment No. 4 may be signed in counterparts, each of which shall constitute an original, and may be signed and transmitted with electronic signatures which shall be binding on the Party.
10. This Amendment No. 4 shall be effective on the date executed by SBCTA.

-- SIGNATURES ON FOLLOWING PAGE --

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 by their authorized signatories below.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Rick Denison, President
Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Iain MacMillan
SBCTA Assistant General Counsel

Date: _____

:

CITY OF BARSTOW

By: _____
Timothy R. Silva
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Matthew Summers
City Attorney

Date: _____

ATTEST

By: _____
Andrea Flores
City Clerk

Date: _____

ATTACHMENT A.4

RIMROCK ROAD REHABILITATION PROJECT

Description of Project and Milestones

Project Title	
Rimrock Road Rehabilitation Project	
Location, Project Limits, Description, Scope of Work, Legislative Description	
The City of Barstow proposes to remove and replace pavement, or cold plane and overlay pavement, on Rimrock Road from Barstow Road to Avenue H and along Agarita Avenue from Cypress Drive to I-15. The project also includes striping, markings, improvement to drainage and the installation of Class IV Bike Lanes along Rimrock Road and Agarita Avenue.	
Project Milestone	Proposed
Project Study Report Approved	
Begin Environmental (PA/ED) Phase	8/1/2025
Circulate Draft Environmental Document	10/1/2025
Draft Project Report	12/31/2025
End Environmental Phase (PA/ED Milestone)	1/31/2026
Begin Design (PS&E) Phase	2/5/2026
End Design Phase (Ready to List for Advertisement Milestone)	5/1/2026
Begin Right of Way Phase	7/2/2026
End Right of Way Phase (Right of Way Certification Milestone)	10/12/2026
Begin Construction Phase (Contract Award Milestone)	3/3/2026
End Construction Phase (Construction Contract Acceptance Milestone)	11/28/2026
Begin Closeout Phase	12/4/2026
End Closeout Phase (Closeout Report)	3/28/2027

ATTACHMENT B.4

RIMROCK ROAD REHABILITATION PROJECT

Revised Summary of Estimated Costs

Phase	Total Cost	SBCTA Funds (1)	CITY Funds	TDA Article 3
Project Approval and Environmental Documentation	\$0	\$0	\$0	\$0
Plans, Specifications, and Estimate	\$100,0000	\$100,000	\$0	\$0
Right of Way	\$0	\$0	\$0	\$0
Construction	\$5,214,274	\$4,214,274	\$0	\$490,000
TOTAL	\$5,314,274	\$4,314,274	\$0	\$490,000

Additional Notes:

1. SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I Major Local Highways Program, State Transportation Improvement Program, Surface Transportation Program, or other funds without necessitating an amendment of this agreement. Funding can be moved between phases without necessitating an amendment of this agreement.

Additional Information

MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2026

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

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

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

AB	Assembly Bill
ACFR	Annual Comprehensive Financial Report
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATC	San Bernardino County Auditor-Controller/Tax Collector
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CAMP	California Asset Management Program
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission or County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
ERP	Enterprise Resource Planning
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GAAP	Generally Accepted Accounting Principles
GA Dues	General Assessment Dues
GASB	Governmental Accounting Standards Board
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICAP	Indirect Cost Allocation Plan
IEEP	Inland Empire Economic Partnership
IREN	Inland Regional Energy Network
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITOC	Independent Taxpayer Oversight Committee
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency

LACMTA	Los Angeles County Metropolitan Transportation Authority
LAIF	Local Agency Investment Fund
LAPM	Local Assistance Procedures Manual - Caltrans
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
ONT	Ontario International Airport
PACE	Property Assessed Clean Energy
PA/ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PS&E	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SBCERA	San Bernardino County Employees' Retirement Association
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCCP	Solutions for Congested Corridors Program
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SRTP	Short Range Transit Plan
SGR	State of Good Repair Funds
STA	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Block Grant Program
TAC	Technical Advisory Committee
TCEP	Trade Corridor Enhancement Program
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TIFIA	Transportation Infrastructure Finance and Innovation Act
TIRCP	Transit and Intercity Rail Capital Program
TMC	Transportation Management Center

TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
UAAL	Unfunded Actuarial Accrued Liability
USFWS	United States Fish and Wildlife Service
VMT	Vehicle Miles Traveled
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments



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