

Revised Agenda Item No. 6

Mountain/Desert Policy Committee

August 21, 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**

DISCUSSION ITEMS

Transportation Programming and Fund Administration

6. Mojave Drive Project Funding Agreement No. 26-1003488

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

A. Allocate \$3,726,036 in Measure I Victor Valley Major Local Highway Projects Program Public Share funds to the City of Victorville for the Mojave Drive Improvements Project.

B. Approve Funding Agreement No. 26-1003488 with the City of Victorville for Mojave Drive Improvements Project in the amount of ~~\$16,180,953~~ ~~\$8,875,000~~. The Public Share amount of ~~\$8,252,286~~ ~~\$4,526,250~~ will be funded with ~~\$4,526,250~~ in Federal Surface Transportation Block Grant funds and ~~\$3,726,036~~ in Major Local Highway Program funds.

This item was revised after the posting of the agenda to add Recommendation A and modify Recommendation B to reflect changes to the funding table.

Minute Action

REVISED AGENDA ITEM: 6

Date: August 21, 2026

Subject:

Mojave Drive Project Funding Agreement No. 26-1003488

Recommendation:

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

A. Allocate \$3,726,036 in Measure I Victor Valley Major Local Highway Projects Program Public Share funds to the City of Victorville for the Mojave Drive Improvements Project.

B. Approve Funding Agreement No. 26-1003488 with the City of Victorville for Mojave Drive Improvements Project in the amount of **\$16,180,953** ~~\$8,875,000~~. The Public Share amount of **\$8,252,286** ~~\$4,526,250~~ will be funded with **\$4,526,250 in Federal Surface Transportation Block Grant funds and \$3,726,036 in Major Local Highway Program funds.**

Background:

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

The Measure I Victor Valley Subarea Expenditure Plan is comprised of revenues from Measure I, State and Federal sources, and contributions from new development. Measure I Major Local Highway Projects (MLHP) Program is one program within the Victor Valley Expenditure Plan, and those revenues plus State and Federal funds allocated at the discretion of the SBCTA Board are referred to collectively as the “Public Share” of a project. The Public Share is then matched with the development share as defined by the Development Mitigation Nexus Study to round out project funding under the MLHP Program.

SBCTA maintains the 10-Year Delivery Plan as a living document that defines the scope, schedule, and budget for projects included within it. During the 2025 Update to the 10-Year Delivery Plan, the City of Victorville (City) requested a funding allocation from the Victor Valley MLHP Program for their priority projects, including the Mojave Drive Improvements Project (Project). Approval of Public Share funding for the project occurred with the adoption of the 2025 10-Year Delivery Plan Update in February 2025.

The Project generally consists of reconstructing roadway, installing traffic signals, upgrading curb ramps, sidewalks, and driveways along Mojave Drive from Amargosa Road to 7th Street. The Project is scheduled to begin the Environmental Phase in March 2027 and is expected to begin construction activity in March 2029. The City was awarded Federal Surface Transportation Block Grant funds by the Southern California Association of Governments in December 2025 and has since received its authorization to proceed with use of those funds in June 2026.

Entity: San Bernardino County Transportation Authority

The Project has been identified for funding in the 2025 Update to the 10-Year Delivery Plan. The total estimated cost for the Project is ~~\$16,180,953~~ ~~\$8,875,000~~, of which the Public Share amount is ~~\$8,252,286~~ ~~\$4,526,250~~. Approval of this Funding Agreement will establish the roles and responsibilities for both the City and SBCTA during delivery of the project. The Project Milestones are included in Attachment A, and the Funding Table is included in Attachment B. The Funding Agreement and its associated attachments may be updated from time to time based on changes to project scope, schedule, and sources of funding. Staff recommends approval of the Funding Agreement as the obligations contained within it are consistent with the Victor Valley Subarea Expenditure Plan and the 10-Year Delivery Plan, and there are sufficient Public Share resources to execute the terms of the agreement without affecting other approved or committed projects in the Subarea.

Financial Impact:

This item is consistent with the adopted Budget for Fiscal Year 2026/2027, Task ~~0550~~ ~~0500~~ Fund Administration.

Reviewed By:

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

Responsible Staff:

Nohemi Moran, Management Analyst II

	Approved Mountain-Desert Committee Date: August 21, 2026 Witnessed By:
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General Contract Information

List Any Related Contract Nos.:

Dollar Amount							
Original Contract		\$	3,726,036.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	3,726,036.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	3,726,036.00

Contract Authorization

Board of Directors Date: 09/02/2026 Committee Item # _____

Contract Management (Internal Purposes Only)

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

Estimated Start Date:	09/02/2026	Expiration Date:	07/31/2031	Revised Expiration Date:
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NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

[illegible]

Nohemi Moran

Project Manager (Print Name)

Ryan Graham

Task Manager (Print Name)

Additional Notes: STBG funds in the amount of \$4,526,250 was awarded to the project by SCAG and do not pass through SBCTA's budget. MLHP funds are \$3,726,036, total Public Share is \$8,252,286.

PROJECT FUNDING AGREEMENT NO. 26-1003488

FOR

MOJAVE DRIVE IMPROVEMENTS PROJECT

(CITY OF VICTORVILLE)

THIS Project Funding Agreement (“AGREEMENT”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) and the City of Victorville (“CITY”). SBCTA and CITY are each a “Party” or collectively, “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Victor Valley Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Victor Valley Subarea Major Local Highway Projects (“MLHP”) Program funds; and
- B. The Mojave Drive Improvements Project (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. The proposed PROJECT will consist of reconstructing roadway, installing traffic signals, upgrading curb ramps, sidewalks, and driveways along Mojave Drive from Amargosa Road to 7th Street; and
- D. SBCTA prepared the Development Mitigation Study, referenced herein as the Nexus Study, originally approved in October 2005 and regularly updated every two years, most recently on June 3, 2026, that in accordance with the Measure I 2010-2040 Expenditure Plan, identified for projects located in the CITY, the SBCTA Public Share as 51.0% and the CITY Development Share as 49.0% of costs necessary to complete such projects; and
- E. The Measure I 2010-2040 Strategic Plan Policy 40013, Victor Valley MLHP Program, includes as Public Share funds: Measure I Major Local Highway Projects Program, State Transportation Improvement Program, Surface Transportation Program, Congestion Mitigation and Air Quality, State Local Partnership Program, and Local Partnership Program funds; and
- F. CITY identified a need of ~~\$8,252,286~~ ~~\$4,526,250~~ in Public Share funding to complete the PROJECT through the Construction Phase; and
- G. The Victor Valley Subarea transportation planning partners have identified this PROJECT as eligible for funding the Project Approval and Environmental Documentation (PA/ED), Plans, Specifications, and Estimates (PS&E), Right of Way (ROW) and Construction (CON) Phases

in an amount up to ~~\$8,252,286~~ \$4,526,250 from public share funds, including Measure I 2010-2040 MLHP program funds for the PROJECT as outlined in Attachment B; and

- H. PROJECT WORK is defined as the PA/ED, PS&E, ROW and CON Phases of the PROJECT; and
- I. This AGREEMENT is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan, including the use of Development Impact Fees by CITY to pay its share of PROJECT costs; and
- J. CITY desires to proceed with the PROJECT WORK in a timely manner; and
- K. This AGREEMENT is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT WORK; and
- L. SBCTA and CITY are entering into this AGREEMENT with the understanding that SBCTA will provide the CITY with Public Share funds for eligible PROJECT WORK, which may require the City to obtain the funds through State and Federal partners or submit for reimbursement of expenditures with MLHP funds as set forth herein.

NOW, THEREFORE, the Parties agree to the following:

SECTION I

SBCTA AGREES:

1. To commit Public Share funds to CITY for the actual cost of the PROJECT WORK up to a maximum of ~~\$8,252,286~~ \$4,526,250. An estimate of costs for the PROJECT WORK is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for PROJECT WORK exceeding this amount without an amendment to this AGREEMENT.
2. In the case that Measure I funds are allocated to the PROJECT, to reimburse CITY within thirty (30) days after CITY submits an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by CITY up to a maximum amount identified in Section I, Paragraph 1 of this AGREEMENT, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SBCTA when planning and conducting additional audits.

4. To assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

CITY AGREES:

1. To be the lead agency for PROJECT WORK and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT WORK as shown in Attachment A.
2. To be responsible for expending that portion of allocated Public Share funds on eligible PROJECT WORK expenses in an amount not-to-exceed ~~\$8,252,286~~ ~~\$4,526,250~~ unless this AGREEMENT is amended and approved increasing PROJECT WORK costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT WORK by CITY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines.
3. In the case that State and Federal funds are allocated to the PROJECT, to secure all necessary State and Federal authorizations that are required before incurring eligible PROJECT expenditures.
4. To abide by all applicable SBCTA, CITY, State and Federal laws, regulations, policies and procedures pertaining to the PROJECT WORK.
5. In the case that Measure I funds are allocated to the PROJECT, to prepare and submit to SBCTA an electronic copy of signed invoices for reimbursement of eligible PROJECT WORK expenses. Invoices may be submitted to SBCTA as frequently as monthly.
6. To maintain all source documents, books and records connected with its performance under this AGREEMENT for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SBCTA or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SBCTA during normal business hours at CITY Hall. Copies will be made and furnished by CITY upon written request by SBCTA.
7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT WORK elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT WORK costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than

one hundred twenty (120) days following the completion of those expenditures funded under this AGREEMENT. The Final Report of Expenditures shall be submitted to SBCTA and must state that these PROJECT WORK funds were used in conformance with this AGREEMENT and for those PROJECT WORK-specific work activities described.

9. To cooperate in having a PROJECT-specific audit completed by SBCTA, at SBCTA's option and expense, upon completion of the PROJECT WORK. The audit must state that all funds expended on the PROJECT WORK were used in conformance with this AGREEMENT.
10. To repay to SBCTA any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and CITY fail to reimburse moneys due SBCTA within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, SBCTA reserves the right to withhold future payments due CITY from any source under SBCTA's control.
11. To include SBCTA in PDT meetings if and when such meetings are held and in related communications on PROJECT WORK progress, to provide at least quarterly schedule updates to SBCTA, and to consult with SBCTA on critical issues relative to the PROJECT WORK.
12. In the case that Measure I funds are allocated to the PROJECT, as an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of SBCTA and CITY.
13. To include in all contracts between CITY and contractors for the Construction Phase the requirement that SBCTA be named as an additional insured under general liability insurance policies maintained by the contractor for the PROJECT.

SECTION III

IT IS MUTUALLY AGREED BY THE PARTIES:

1. To abide by all applicable Federal, State, and Local laws and regulations pertaining to the PROJECT WORK, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT.
2. The final PROJECT WORK cost may ultimately exceed current estimates of PROJECT WORK cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT WORK cost shall be borne by CITY unless prior authorization has been approved by the SBCTA Board of Directors pursuant to Section III, Paragraph 3 of this AGREEMENT.

3. In the event CITY determines PROJECT WORK costs may exceed the not-to-exceed amount identified in Section I, Paragraph 1, CITY shall inform SBCTA of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT WORK amounts identified in this AGREEMENT. In no event, however, shall SBCTA be responsible for PROJECT WORK costs in excess of the amounts identified herein absent a written amendment to this AGREEMENT that is approved and signed by both Parties.
4. Eligible PROJECT WORK reimbursements shall include only those costs incurred by CITY for PROJECT WORK-specific work activities that are described in this AGREEMENT and shall not include escalation or interest.
5. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. CITY's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
6. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. SBCTA's indemnification obligation applies to CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
7. In the event CITY and/or SBCTA are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, CITY and/or SBCTA shall indemnify the other to the extent of its comparative fault.
8. This AGREEMENT will be considered terminated upon reimbursement of all eligible costs by SBCTA or July 31, 2031, whichever is sooner, provided that the provisions of

Paragraphs 5, 6, 7, 8, 9, and 10 of Section II, and Paragraphs 5, 6 and 7 of Section III, shall survive the termination of this AGREEMENT.

9. SBCTA may terminate this AGREEMENT if CITY fails to perform according to the terms of this AGREEMENT and if this failure jeopardizes the delivery of the PROJECT WORK according to the terms herein.
10. No amendment, modification or supplement of this AGREEMENT shall be valid or binding unless made in writing and signed and approved by authorized representatives of both Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
11. Any notice, demand, request, consent or approval that either Party desires or is required to give to the other Party under this AGREEMENT shall be in writing. Notices may be transmitted by any of the following means: (a) by delivery in person; (b) by certified U.S. mail, return receipt requested, postage prepaid; (c) by prepaid overnight delivery service, with signature on delivery receipt requested; or (d) by electronic means. Any such notice, demand, or other communication shall be deemed given or served only upon confirmed receipt by the addressee. This Section shall not be construed to apply to day-to-day administrative communications between the Parties. Either Party to this AGREEMENT may change its name, address, email address, or person to whom attention should be directed, for purposes of this AGREEMENT, by giving notice as specified in this Section. Notices, demands, invoices and other communications shall be sent to:

CITY: CITY OF VICTORVILLE
Keith C. Metzler
City Manager
14343 Civic Drive PO Box 5001
Victorville, CA 92392
kmetzler@victorvilleca.gov

SBCTA: SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY
Ryan Graham
Director of Fund Administration
1170 W. 3rd St, 2nd Floor
rgraham@gosbcta.com

12. This AGREEMENT shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue of any such litigation shall be exclusively in San Bernardino County, California.
13. The Recitals to this AGREEMENT are true and correct and are incorporated into this AGREEMENT.

14. Attachment A (Description of Project and Milestones) and Attachment B (Summary of Estimated Costs) are attached to and incorporated into this AGREEMENT.
15. The AGREEMENT may be signed in counterparts, each of which shall constitute an original.
16. This AGREEMENT is effective upon execution by both Parties (the “Effective Date”) and shall be dated on the date executed by the later Party.

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

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF VICTORVILLE

By: _____
Joe Baca, Jr., President
Board of Directors

Date: _____

By: _____
Elizabeth Becerra
City Mayor

Date: _____

ATTEST:
By: _____
Jennifer Thompson
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Iain MacMillan
Assistant General Counsel

Date: _____

APPROVED AS TO FORM:

By: _____
Andre de Bortnowsky
City Attorney

Date: _____

By: _____
Sandra Bostick
City Risk Manager

Date: _____

Attachment A

MOJAVE DRIVE PROJECT Description of Project and Milestones

Project Title	
Mojave Drive Improvements Project	
Location, Project Limits, Description, Scope of Work, Legislative Description	
On Mojave Drive from Amargosa Road to 7 th Street. Reconstruct roadways, install traffic signals, upgrade curb ramps, construct sidewalks and driveways.	
Project Milestone	Proposed
Project Study Report Approved	2/12/2027
Begin Environmental (PA/ED) Phase	3/1/2027
Circulate Draft Environmental Document	6/7/2027
Draft Project Report	8/27/2027
End Environmental Phase (PA/ED Milestone)	11/30/2027
Begin Design (PS&E) Phase	6/18/2027
End Design Phase (Ready to List for Advertisement Milestone)	9/14/2027
Begin Right of Way Phase	12/9/2027
End Right of Way Phase (Right of Way Certification Milestone)	8/6/2028
Begin Construction Phase (Contract Award Milestone)	3/21/2029
End Construction Phase (Construction Contract Acceptance Milestone)	11/29/2030
Begin Closeout Phase	11/29/2030
End Closeout Phase (Closeout Report)	7/31/2031

ATTACHMENT B

MOJAVE DRIVE IMPROVEMENTS PROJECT Summary of Estimated Costs

Phase	Total Cost	Public Share ⁽¹⁾		City Funds
		STBG Funds	MLHP Funds	
Project Approval & Environmental Documentation	\$1,887,649	\$156,060	\$806,641	\$924,948
Plans, Specifications, and Estimates (PS&E)	\$5,501,745	\$289,170	\$2,516,720	\$2,695,855
Right of Way	\$2,991,559	\$1,123,020	\$402,675	\$1,465,864
Construction	\$5,800,000	\$2,958,000	\$0	\$2,842,000
TOTAL	\$16,180,953	\$4,526,250	\$3,726,036	\$7,928,667

Additional Notes:

1. Public Share funds 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 Block Grant Program, or other funds without necessitating an amendment of this Agreement. Funding can be moved between phases without necessitating an amendment of this agreement unless limited by State or Federal programming or authorizations.