

AGENDA
Transit Committee Meeting

May 14, 2026

9:00 AM

Location

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

Transit Committee Membership

Chair

John Dutrey, Mayor
City of Montclair

Acquanetta Warren, Mayor
City of Fontana

Vice Chair

Joe Baca, Jr., Supervisor
County of San Bernardino

Bill Hussey, Mayor
City of Grand Terrace

Art Bishop, Council Member
Town of Apple Valley

Larry McCallon, Council Member
City of Highland

Eunice Ulloa, Mayor
City of Chino

Alan Wapner, Mayor Pro Tem
City of Ontario

Ray Marquez, Vice Mayor
City of Chino Hills

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Frank Navarro, Mayor
City of Colton

Rick Denison, Council Member
Town of Yucca Valley

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

AGENDA

Transit Committee Meeting

**May 14, 2026
9:00 AM**

Location

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

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

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

CALL TO ORDER

(Meeting Chaired by Joe Baca Jr.)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications – Victoria Hernandez

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

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

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

INFORMATIONAL ITEMS

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

2. Transit and Rail Programs Contract Change Orders to On-Going Contracts Pg. 10

Receive and file Change Order Report.

Presenter: Victor Lopez

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

3. San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2025/2026 Second Quarter Pg. 12

Receive and file the Second Quarter San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2025/2026.

Presenter: Nancy Strickert

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

DISCUSSION ITEMS

Discussion - Transit

4. Amendment No. 2 to Contract No. 22-1002666 with Center for Hydrogen Safety/American Institute of Chemical Engineers Pg. 38

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

Approve Amendment No. 2 to Contract No. 22-1002666 with the Center for Hydrogen Safety/American Institute of Chemical Engineers, to extend the term of the contract by one year through June 30, 2027, for a total contract term of six years; and increase the contract value by \$30,000 for a total contract not-to-exceed value of \$102,000, to be funded with Transit Intercity Rail Capital Program funds.

Presenter: Joy Buenaflor

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

5. Rebuilding American Infrastructure with Sustainability and Equity Grant Agreement No. 24-1003080 Pg. 44

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

Delegate authority to the Executive Director, or her designee, to approve and execute SBCTA Agreement No. 24-1003080 between the United States Department of Transportation, for grant obligations pertaining to the 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program allocation of an amount not-to-exceed \$25,000,000 in Federal Railroad Administration Funds for the design and construction of the Brightline West High Desert Stations, subject to approval as to form by SBCTA General Counsel, including language allowing for advanced payments under the grant.

Presenter: Ryan Aschenbrenner

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

6. Update on the Southern California Regional Rail Authority Fiscal Year 2026/2027 Metrolink Budget Development and Recommendation for prior Fiscal Year Surplus Pg. 129

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

A. Receive an update on the Fiscal Year (FY) 2026/2027 Southern California Regional Rail Authority Metrolink budget development.

B. Approve funding additional Metrolink service for the World Cup estimated at \$30,000, to be funded by FY 2024/2025 Metrolink Operations Surplus funds.

Presenter: Nicole Soto

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

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

Pg. 135

Acronym List

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Mission Statement

Pg. 139

The next Transit Committee meeting is scheduled for June 11, 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: May 14, 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
4	22-1002666 -02	Center for Hydrogen Safety/American Institute of Chemical Engineers <i>Nick Barilo</i> <i>Barbara Valentine</i>	None

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Transit Committee
Date: May 14, 2026

Witnessed By:

Entity: San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: May 14, 2026

Subject:

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

Recommendation:

Receive and file Change Order Report.

Background:

The San Bernardino County Transportation Authority Department of Transit and Rail Programs has two ongoing construction contracts, one procurement of major equipment contract, and one vehicle procurement contract, of which none had Construction Change Orders (CCO) approved since the last reporting to the Transit Committee on April 16, 2026.

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

B. Contract No. 23-1002922 with Metro Builders & Engineers Group, Ltd. for the Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade Project: AMF Retrofit Construction: There are no newly executed CCOs since the last report.

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

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

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026 or the proposed Budget for Fiscal Year 2026/2027.

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Transit Committee
Date: May 14, 2026

Witnessed By:

Entity: San Bernardino County Transportation Authority

**Transit and Rail Programs Contracts
Executed Change Orders**

Number	Description	Amount
West Valley Connector Mainline Construction, Griffith Company (23-1002891)		
		Amount
	CCO Total	\$1,924,334.50
	Amended Approved Contingency	\$11,995,991.00
	Remaining Contingency	\$10,071,656.50
ZEMU - Arrow Maintenance Facility (AMF) Construction Upgrade Project, Metro Builders & Engineers Group, Ltd. (23-1002922)		
		Amount
	CCO Total	\$298,056.70
	Amended Approved Contingency	\$475,099.00
	Remaining Contingency	\$177,042.30
ZEMU - Arrow Maintenance Facility (AMF) Procurement Upgrade Project, Proterra Builders, Inc. (23-1002961)		
	Description	Amount
	CCO Total	\$22,964.98
	Approved Contingency	\$56,280.21
	Remaining Contingency	\$33,315.23
ZEMU - Vehicle Procurement Stadler (20-1002310)		
	Description	Amount
	CCO Total	\$3,033,758.12
	Approved Contingency	\$3,487,482.12
	Remaining Contingency	\$453,724.00

Minute Action

AGENDA ITEM: 3

Date: May 14, 2026

Subject:

San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2025/2026
Second Quarter

Recommendation:

Receive and file the Second Quarter San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2025/2026.

Background:

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

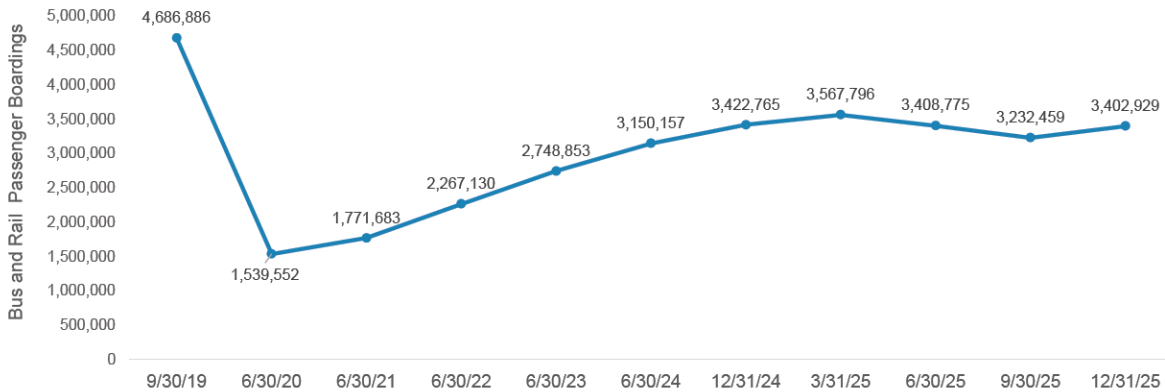
Although SBCTA's primary responsibility to the operators is to allocate funding, SBCTA is still required to be tuned in to the trends and statistics of its operators. To help facilitate this, as well as keeping the SBCTA Transit Committee and Board of Directors (Board) apprised of this information, SBCTA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

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

San Bernardino County public transit agencies provided 3.4 million trips in the second quarter of fiscal year (FY) 2025/2026, an increase over the previous quarter but just slightly less than the same period a year ago, as shown in Exhibit 2 on the following page. SBCTA and the county's operators continue efforts to attract new riders and improve the customer experience for existing riders.

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 Page 2

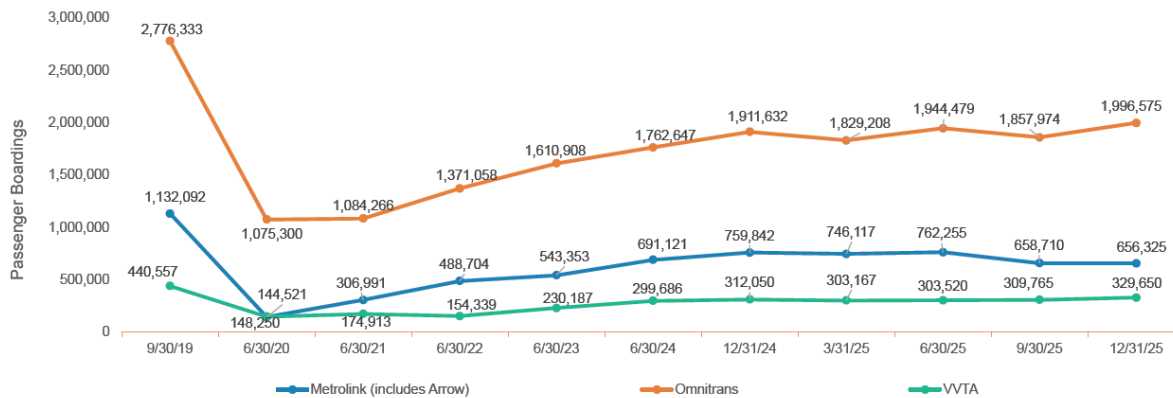
Exhibit 2, San Bernardino County Passenger Trips by Quarter, Fall 2019 to Winter 2025*



*Quarterly rail ridership excludes boardings on Metrolink's Riverside Line and some historical rail ridership data does not include weekend service.

Ridership for the County's two large bus operators, Omnitrans and Victor Valley Transit Authority (VVTA), reached their highest totals since summer 2020, continuing a ridership recovery effort that is having positive results (Exhibit 3 below). Metrolink rail ridership held steady during the second quarter following an 18% drop in the first quarter, largely due to reducing the Student Adventure Pass from a free pass to a 50% discount, coupled with a decrease in systemwide on time performance. However, ridership on Metrolink's Arrow line specifically is up 18% during the second quarter of FY 2025/2026.

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



Quarterly ridership for the county's smaller bus operators, including Basin Transit, Mountain Transit, and the City of Needles, is shown in Exhibit 4 on the following page. The beginning of winter typically brings favorable weather to the mountain communities, where tourism rises and ridership grows, as shown in Mountain Transit's seasonal patterns. Basin Transit experienced a slight improvement during the second quarter, while Needles Transit Services registered its second highest ridership total since summer 2020.

3

Transit Committee Agenda Item
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Exhibit 4, Small Operators' Quarterly Ridership, Fall 2019 to Winter 2025*

Quarter	Basin Transit	Mountain Transit	Needles Transit Services
9/30/19	64,239	41,207	10,427
6/30/20	36,277	5,204	18,727
6/30/21	34,860	5,000	18,774
6/30/22	41,022	40,579	5,791
6/30/23	44,847	107,887	6,899
3/31/24	46,705	462,297	7,584
6/30/24	48,996	102,313	7,090
12/31/24	51,730	139,004	7,310
3/31/25	59,707	376,504	7,035
6/30/25	50,685	76,210	7,185
9/30/25	49,986	69,507	7,192
12/31/25	51,561	111,674	7,517

* Chart includes third quarter ridership from previous years to illustrate the peaks of Mountain Transit's seasonal ski service.

The county's vanpool and specialized Consolidated Transportation Services Agency (CTSA) services are presented in Exhibit 5 below, where together almost 250,000 trips were provided in the second quarter. The second quarter ridership for SB Loop decreased by 10% from the first quarter, while the iVanpool program for the Victor Valley fell by 16%, which is typical during holiday months and the second quarter. Ridership for CTSA programs held steady, while the OmniConnect Route 380 serving Ontario International Airport is up 17% to its all-time high, despite the discontinuation of Route 300 in August 2025.

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

Quarter	VVTA iVanpool	SB Loop	Omnitrans CTSA	VVTA CTSA	OmniConnect
9/30/19	149,158	39,624	24,971	8,283	0
6/30/20	68,449	23,066	14,799	4,936	0
6/30/21	98,898	24,255	18,203	5,398	0
6/30/22	110,682	26,181	24,103	4,671	0
6/30/23	121,637	40,679	36,113	754	0
6/30/24	138,122	48,737	43,335	855	0
12/31/24	132,245	41,916	60,849	4,453	0
3/31/25	136,354	44,047	60,298	605	0
6/30/25	147,719	42,952	67,606	840	0
9/30/25	161,545	43,549	67,280	836	0
12/31/25	135,952	40,607	66,277	982	0

Current Initiatives

Free fare days give SBCTA the opportunity to promote no-cost transit fares and encourage ridership and possible adoption of transit as a travel mode. San Bernardino Valley operators Omnitrans and Metrolink will observe three fareless days in 2026, while Mountain and Desert operators VVTA, Basin Transit, Mountain Transit, and Needles Area Transit will observe a total of six, as shown in Exhibit 6 on the following page. The Valley free days for 2026 are Transit Equity Day (February 4), Earth Day (April 22), and California Clean Air Day (October 7). Mountain and Desert residents can ride free on those days, as well as Dump the Pump Day (June 18), Rural Transit Day (July 16), and World Car-Free Day (September 22).

Packet Pg. 14

Exhibit 6, Free Fare Day Calendar for 2026



The commitment by SBCTA to provide free rides to San Bernardino County residents encourages new riders to try transit and shows appreciation to existing riders who depend on transit for their daily travel needs. Over the course of the past year, from April 2025 through March 2026, SBCTA has sponsored almost 200,000 trips on public transit bus systems. The countywide combined average daily ridership of 5,831 trips on free fare days is 7% higher than the average daily ridership for FY 2024/2025.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026 or the proposed Budget for Fiscal Year 2026/2027.

Reviewed By:

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

Responsible Staff:

Nancy Strickert, Multimodal Manager

Approved
 Transit Committee
 Date: May 14, 2026

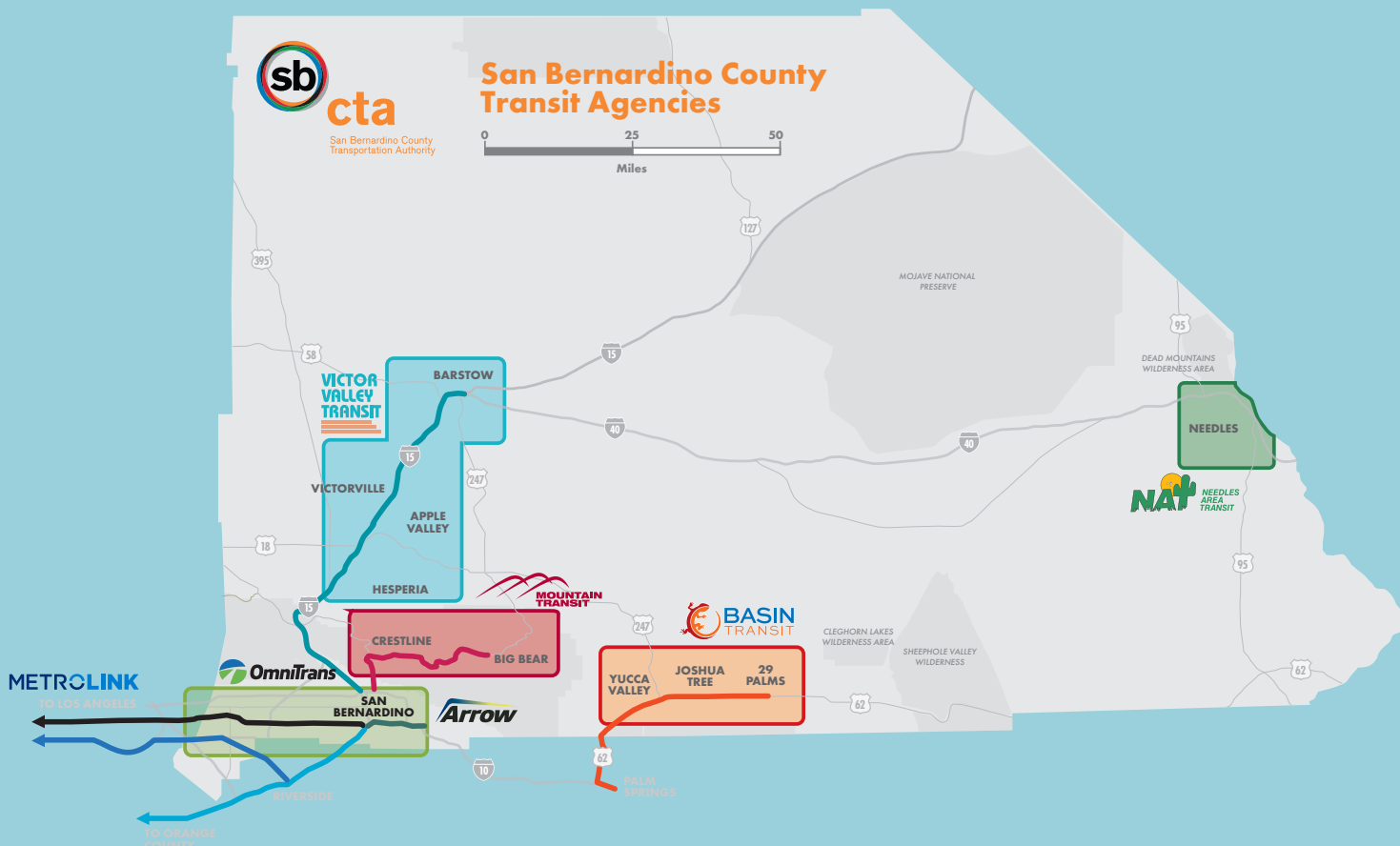
Witnessed By:



cta

San Bernardino County Transportation Authority

San Bernardino County Multimodal Transportation Quarterly Update



Second Quarter Fiscal Year 2025/2026 Volume 7, Number 2

Attachment: SBCTA Quarterly Report 2nd Quarter FY 25-26 043026_FINAL (12279 : Multimodal Transportation Quarterly Update)

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Attachment: SBCTA Quarterly Report 2nd Quarter FY 25-26 043026_FINAL (12279 : Multimodal Transportation Quarterly Update)

Introduction

This quarterly report highlights ongoing efforts to rebuild ridership, reported in this iteration of the SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT (Volume 7, Number 2). The County's public transportation operators report their second quarter experience of October, November and December 2025 of Fiscal Year 2025/2026 (FY 25/26). A countywide picture of more than seven years of public transportation performance is presented. Selected current initiatives by San Bernardino County Transportation Authority (SBCTA) and the County's operators are also reported, followed by a picture of each of the County's operators as they seek to grow ridership and enhance community-level and regional transit.

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

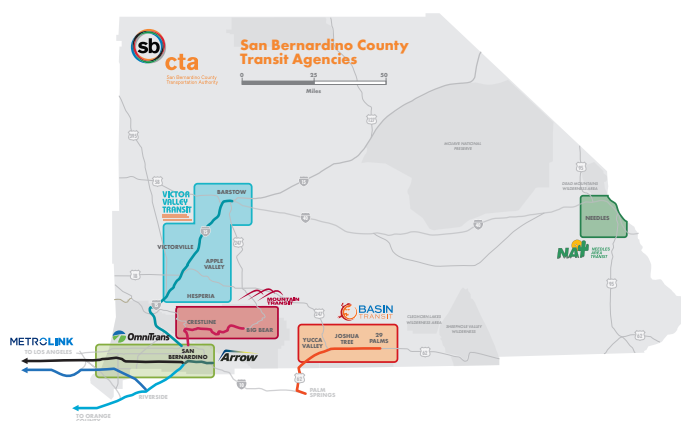
1. Providing high-level information about specific transportation services and programs available.
2. Reporting current initiatives and tracking trends in key performance indicators.

San Bernardino County's Public Transportation Modes and Programs

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

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

Exhibit 1, San Bernardino County Public Transit Bus Operators



Three additional modes of transportation support San Bernardino County residents:

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

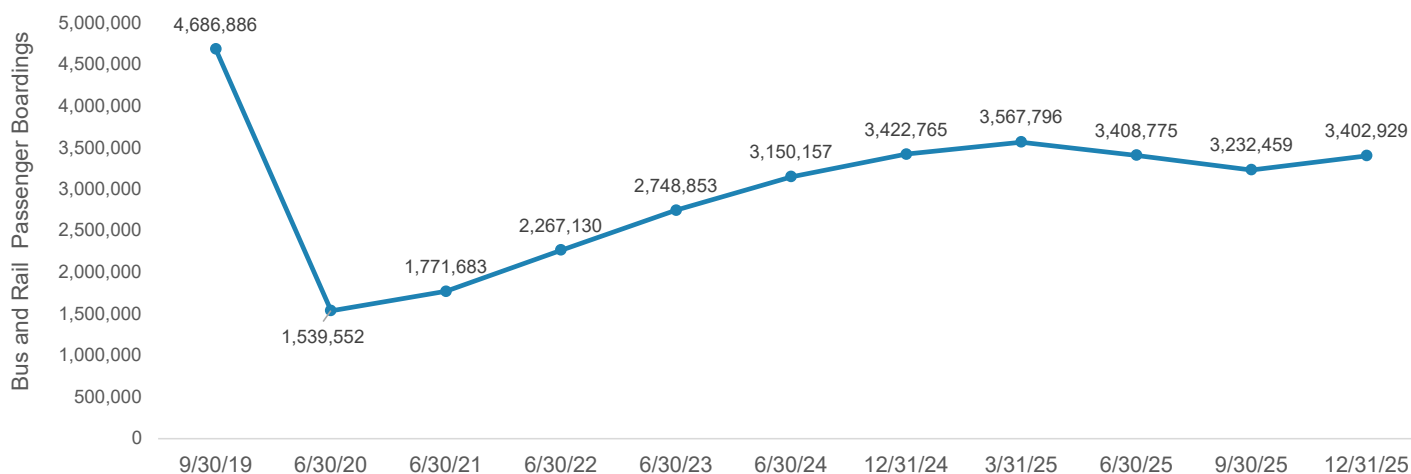
Attachment: SBCTA Quarterly Report 2nd Quarter FY 25-26 043026_FINAL (12279 : Multimodal Transportation Quarterly Update)

Commentary

Steady Ridership to Begin the New Fiscal Year

The data in Exhibit 2 tells the story of a transit network that took a historic hit but has since maintained a steady, resilient climb toward recovery. The 3.4 million trips provided in the second quarter of FY 25/26 is an increase over the previous quarter but just slightly less than during the same period a year ago. SBCTA and the County’s operators continue efforts to attract new riders and improve the customer experience for existing riders. Subsequent quarterly reports will monitor areas of continued growth and document where ridership has stabilized, indicating a new baseline for public transit ridership in San Bernardino County post the pandemic.

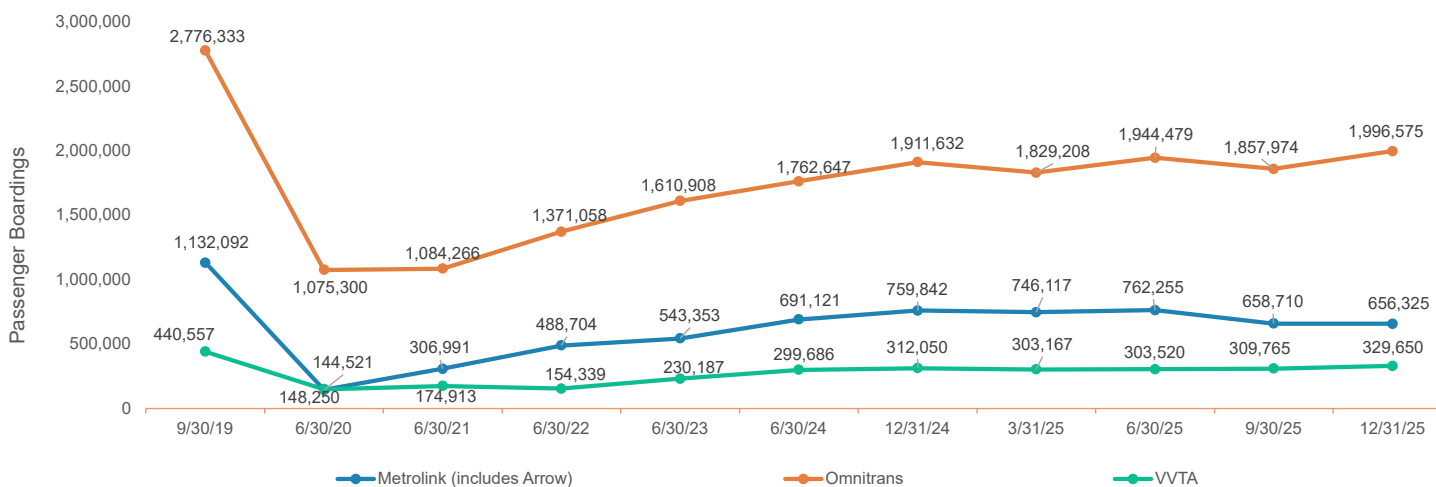
Exhibit 2, San Bernardino County Passenger Trips by Quarter, Fall 2019 to Winter 2025*



*Quarterly rail ridership excludes boardings on Metrolink’s Riverside Line and some historical rail ridership data does not include weekend service.

Ridership for the County’s two large bus operators, Omnitrans and VVTA, reached their highest totals since Summer 2020, continuing a ridership recovery effort that is having positive results. Metrolink rail ridership held steady during the second quarter following an 18% drop in the first quarter, largely due to reducing the Student Adventure Pass from free a free pass to a 50% discount coupled with a decrease in systemwide on time performance. However, ridership on Metrolink’s Arrow line specifically is up 18% during the second quarter of FY 25/26.

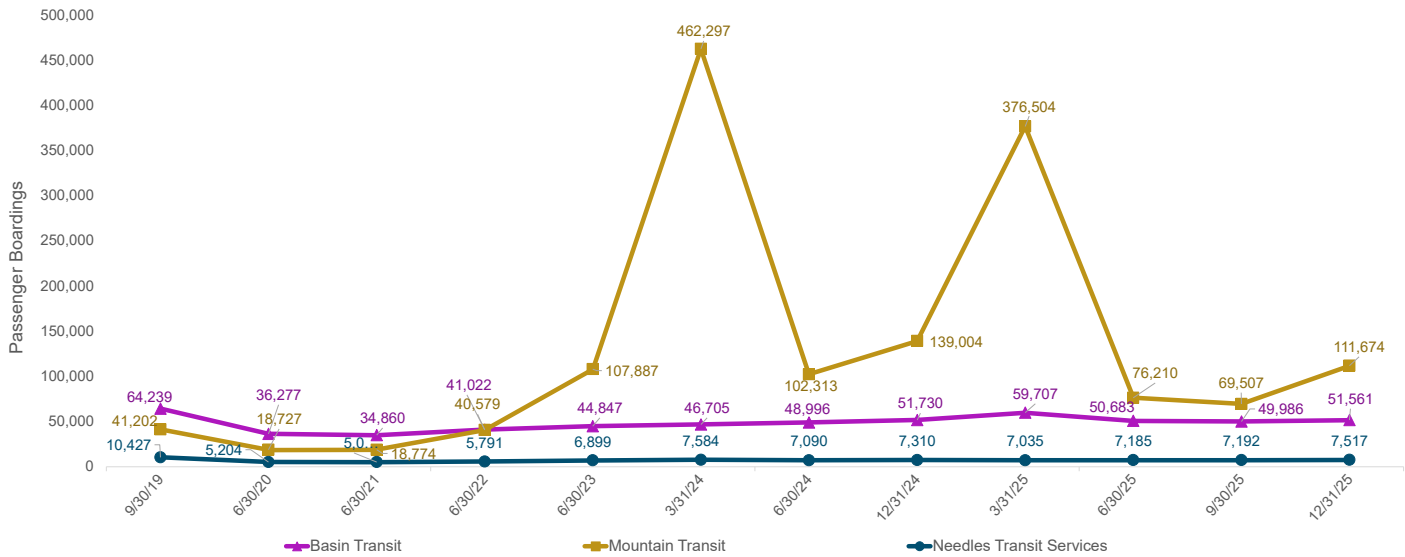
Exhibit 3, Larger Operators’ Quarterly Ridership, Fall 2019 to Winter 2025*



Commentary

Quarterly ridership for the County's smaller bus operators, including Basin Transit, Mountain Transit and the City of Needles, is shown in Exhibit 4. The beginning of winter typically brings favorable weather for the mountain communities, where tourism rises and ridership grows, as shown in the seasonal patterns of Mountain Transit. Basin Transit experienced a slight improvement during the second quarter while Needles Transit Services registered its second highest ridership total since Summer 2020.

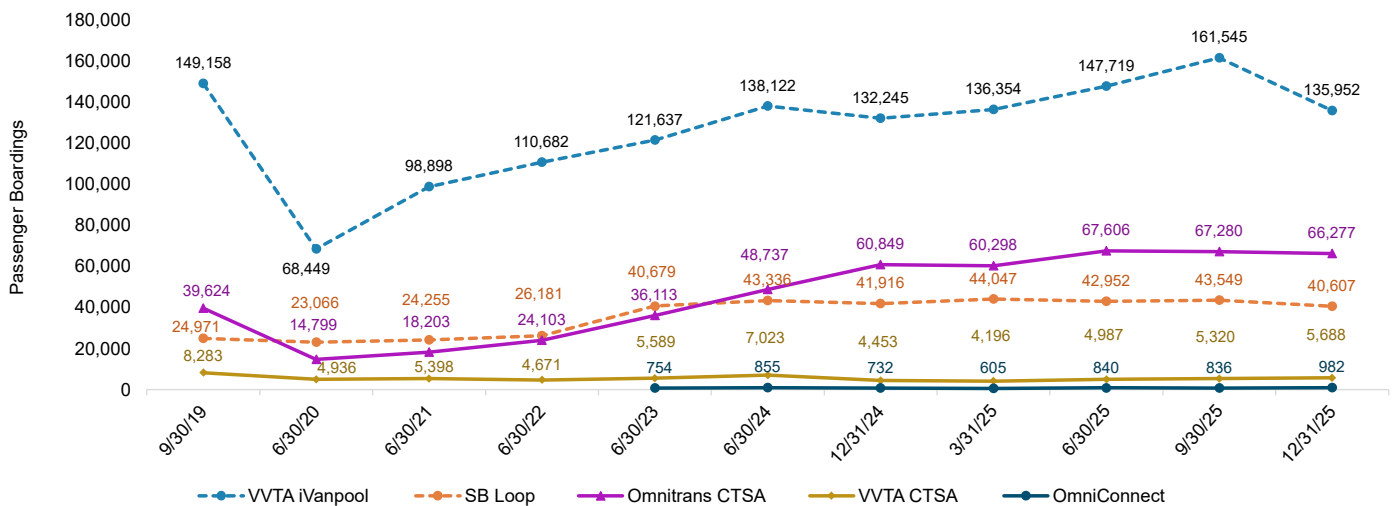
Exhibit 4, Small Operators' Quarterly Ridership, Fall 2019 to Winter 2025*



* Chart includes third quarter ridership from previous years to illustrate the peaks of Mountain Transit's seasonal ski servi ce.

The county's vanpool and specialized CTSA services are presented in Exhibit 5, where together almost 250,000 trips were provided in the second quarter. The second quarter ridership represents a 10% overall decrease from the first quarter with the iVanpool program for the Victor Valley falling by 16% and a 7% decrease for SB Loop vanpool. Ridership for CTSA programs held steady while the OmniConnect Route 380 that serves the Ontario Airport is up 17% to its highest all-time level despite the discontinuation of Route 300 in August 2025.

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



Current Initiatives

Supporting Fareless Rides Helps Build Transit Use and Loyalty

Free fare days give SBCTA the opportunity to promote no-cost transit to riders and encourage ridership and possible adoption of transit as a travel mode. Since San Bernardino Valley operators Omnitrans and Metrolink will observe three fareless days in 2026 while Mountain and Desert residents served by VVTA, Basin Transit, Mountain Transit and Needles Area Transit will enjoy a total of six, promotions are tailored accordingly. The Valley free fare days for 2026 are Transit Equity Day (February 4), Earth Day (April 22) and California Clean Air Day (October 7). Mountain and Desert residents can ride free on those days, as well as Dump the Pump Day (June 18), Rural Transit Day (July 16) and World Car-Free Day (September 22).

Free fare days are promoted bilingually across SBCTA and operators' social media accounts, on posters on vehicles, in transit facilities and on digital screens in VVTA and Basin Transit vehicles. In Needles, social media promotion is facilitated through a local community news partner that manages a popular Needles Facebook account. When paid social media ads are used, they are targeted throughout San Bernardino County, including specific geo-targeting to Needles. The first week of January 2026 saw a promotional push presenting all free fare days clearly in one place, giving County residents an annual calendar for reference. Through Facebook and Instagram, free fare day paid and organic posts have received about 80,000 views (Exhibit 6).

Exhibit 6, Free Fare Day Calendar for 2026



This second quarter saw two free fare events in the fall. October 1, 2025, marked California Clean Air Day, an annual event during the time of year when Southern California air is the most still and often the most polluted. County residents were encouraged to leave their cars at home and enjoy transit through bilingual promotions across social media, vehicle posters and digital screens. Election Day, November 4, was this quarter's second free fare day, with free rides promoted all day, including to polling places (Exhibit 7).

Attachment: SBCTA Quarterly Report 2nd Quarter FY 25-26 043026_FINAL (12279 : Multimodal Transportation Quarterly Update)

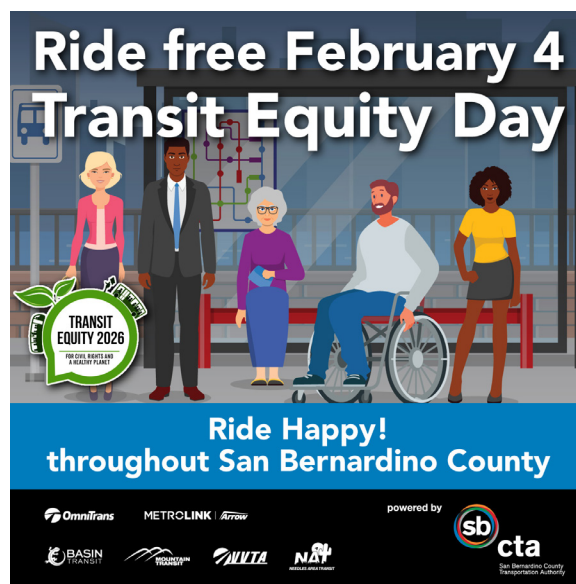
Current Initiatives (Continued)

Exhibit 7, Free Fare Day Campaigns for Clean Air Day and Election Day



Free fare days for 2026 began with the annual celebration of Transit Equity Day, the birthday of transit-equity champion Rosa Parks. This year's celebration didn't just encourage transit use by making it free; it also challenged riders to find SBCTA staff on board to win prizes. Communications began a week in advance, supported by paid and organic social media posts (Exhibit 8). Posts promoted the free fare offer alongside logistics for the prize hunt and the secret words riders would have to say to win: "Ride Happy," a reference to the long-standing SBCTA Ride Happy! campaign. Social media posts were widely shared and commented upon as excitement built. On prize-hunt day, three SBCTA staffers rode Metrolink and Omnitrans to a predetermined location, where riders excitedly found them, said the secret words and collected prizes, including Ride Happy! T-shirts and grocery bags.

Exhibit 8, Free Fare Campaign for Transit Equity Day



Attachment: SBCTA Quarterly Report 2nd Quarter FY 25-26 043026_FINAL (12279 : Multimodal Transportation Quarterly Update)

Current Initiatives (Continued)

Translating Free Fare Days into Measureable Results

The commitment by SBCTA to provide free rides to San Bernardino County’s residents encourages new riders to try transit and shows appreciation to existing riders that depend on transit for their daily travel needs. Over the course of the past year—from April 2025 through March 2026—SBCTA has sponsored almost 200,000 trips on public transit bus systems. The countywide combined average daily ridership of 5,831 trips on free fare days is 7% higher than average daily ridership for FY 24/25. Average free fare ridership was slightly less for VVTA than the rest of year, and Mountain Transit’s annual daily ridership skews higher than free fare days due to the increased ridership during the winter ski season. Exhibit 9 shows ridership for all free fare days over the past year. Omnitrans, the bus provider for the urbanized area of the San Bernardino Valley, did not participate in Rural Transit Day.

Exhibit 9, Free Fare Day Ridership by Transit Provider

Systemwide Free Fare Ridership						
Free Fare Day	Omnitrans	VVTA	Mountain Transit	Basin Transit	Needles	Totals
Earth Day April 22, 2025	27,420	3,828	773	817	96	32,934
Dump the Pump Day June 17, 2025	21,676	3,339	765	686	143	26,609
Rural Transit Day July 16, 2025	N/A	3,227	982	657	105	4,971
World Car-Free Day September 22, 2025	25,525	4,232	678	865	124	31,424
Clean Air Day October 1, 2025	29,998	5,092	694	795	137	36,716
Election Day November 4, 2025	27,337	4,815	554	1,013	150	33,869
Transit Equity Day February 4, 2026	25,447	4,202	843	1,053	183	31,728
Totals	157,403	28,735	5,289	5,886	938	198,251
Avg. Daily Ridership Free Fare Days	26,234	4,105	756	841	134	5,831
Avg. Daily Ridership FY 2025	20,844	4,263	1,396	576	93	5,434

Attachment: SBCTA Quarterly Report 2nd Quarter FY 25-26 043026_FINAL (12279 : Multimodal Transportation Quarterly Update)

Current Initiatives (Continued)

Desert Lifeline: Connecting People to What Matters Most

Victor Valley Transit launched the Needles Cactus Commuter program in February 2026, providing mileage reimbursement for eligible low-income Needles residents who need to drive to medical appointments or court appearances in the Victor Valley area (Figure 10). The program reimburses participants for up to 1,100 miles per month, helping to offset transportation costs for essential trips that cannot be made via public transit.

This new service addresses a critical gap for Needles residents who must travel approximately 140 miles round trip to access specialized medical care and legal services in Victorville and surrounding areas. The program reduces the financial burden of long-distance medical and court-mandated travel for qualifying households.

The Cactus Commuter is a result of the short-range planning effort completed by the City of Needles in 2025, where Needles residents and the human services agencies that serve them communicated the critical need for connections to the Victor Valley. In its role as the Consolidated Transportation Services Agency (CTSA) for the high desert region, VVTA took the lead in developing the low-cost mileage reimbursement model, providing an affordable solution that supports those who need it most.

Exhibit 10, Free Fare Day Ridership by Transit Provider

NEEDLES CACTUS COMMUTER
FROM **VVTA**

DO YOU NEED TO DRIVE OR NEED A RIDE TO VICTORVILLE FOR MEDICAL OR COURT APPEARANCES?
WE'VE GOT YOU COVERED!

- Open to Low Income Needles Area Residents
- Mileage Reimbursement Program
- Up to 1,100 Miles Monthly
- Trips only to Medical Appointments or Court Appearances in Victorville

SOME RESTRICTIONS MAY APPLY

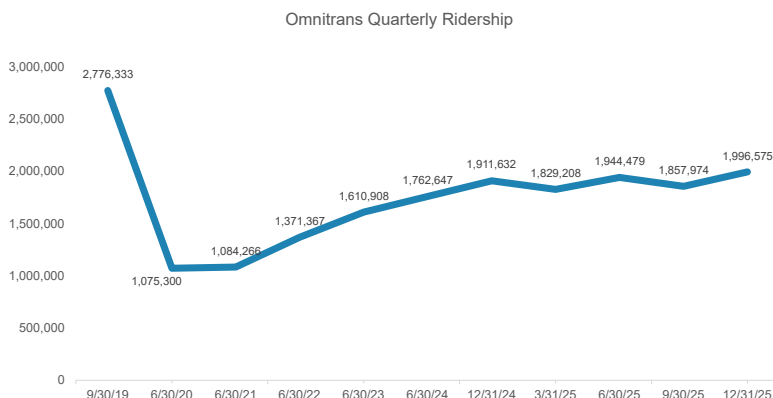
NCC@VVTA.ORG • 760-995-3561

Attachment: SBCTA Quarterly Report 2nd Quarter FY 25-26 043026_FINAL (12279 : Multimodal Transportation Quarterly Update)

Commentary and Trends

Omnitrans reached another ridership milestone of almost 2 million trips during the second quarter, the highest total since the onset of the pandemic. Peak ridership during the second quarter of the fiscal year is impressive, considering the Thanksgiving and Christmas holidays resulted in fewer service days on the bus.

Revenue hours and miles increased by 6%, respectively, along with a 13% increase in operating cost. Farebox recovery dropped slightly.



Performance*

	1st Quarter FY 25/26	2nd Quarter FY 25/26	
	Current Year FY 25/26	Current Year FY 25/26	% change from 1st Quarter
SYSTEM Total Passenger Trips	1,857,974	1,996,575	7%
Fixed-Route Trips**	1,820,416	1,958,799	8%
Demand Response Trips	37,558	37,776	1%
SYSTEM Performance			
Revenue Hours	167,726	177,938	6%
Passengers per Rev Hour	11.1	11.2	1%
Revenue Miles	2,267,130	2,392,628	6%
Passengers per Rev Mile	0.82	0.83	2%
Passenger Miles	9,472,542	10,113,471	7%
Average Trip Length (miles)	5.10	5.07	-1%
OPERATIONS Expense			
Total Operating Cost	\$23,723,494	\$26,762,232	13%
Passenger Revenue (excluding local revenue)	\$2,156,235	\$2,007,370	-7%
Farebox Recovery Ratio	9.1%	7.5%	-17%
Passenger Revenue	\$5,641,007	\$5,903,214	5%
Farebox Recovery (TDA Formula***)	23.8%	22.1%	-7%
Cost per Revenue Mile	\$10.46	\$11.19	7%
Subsidy/Pass Trip – Systemwide	\$12.77	\$13.40	5%
Fixed-Route Cost per Trip	\$11.01	\$10.96	0%
Demand Response Cost per Trip	\$98.24	\$109.53	11%
FLEET Characteristics			
Vehicles in Peak Service	(Includes sbX)	(Includes sbX)	
Fixed-Route	140	140	
Demand Response	40	40	
Total Vehicles in Peak Service	180	180	

* Extracted from TransTrack Manager Quarterly Scorecard during March 2026.

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

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

OmniConnect Shuttle Services:

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

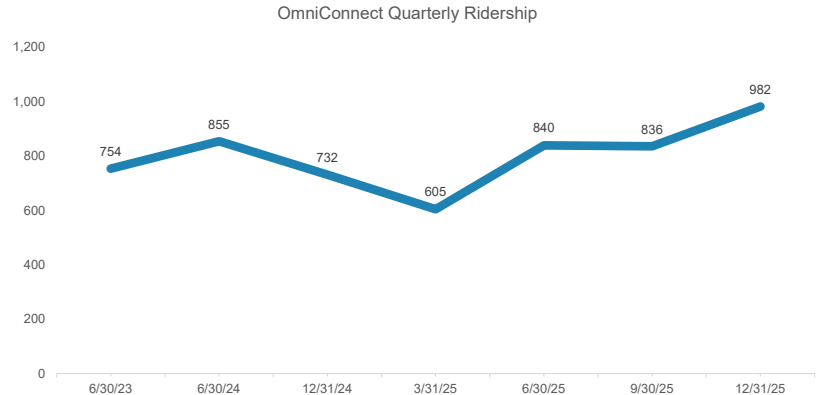


Commentary and Trends

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

Omnitrans discontinued the OmniConnect Route 300 (SB Connect) in August 2025 due to low ridership. However, ridership on Route 380 (ONT Connect) increased to 982 trips during the second quarter, which is the highest quarterly ridership for OmniConnect to date.

Omnitrans also prepared for its January 2026 service adjustment that brought better schedule alignment with Route 380 vehicles and Metrolink trains.



Performance*

	1st Quarter FY 25/26	2nd Quarter FY 25/26	
	Current Year FY 25/26	Current Year FY 25/26	% change from 1st Quarter
Total Passenger Trips**	836	982	17%
Route 300 SB Connect	50	N/A	N/A
Route 380 ONT Connect	786	982	25%
Performance			
Revenue Hours	2,550	1,806	-29%
Passengers per Rev Hour	0.33	0.54	66%
Revenue Miles	24,181	19,509	-19%
Passengers per Rev Mile	0.03	0.05	46%
OPERATIONS Expense			
Total Operating Cost	\$310,627	\$229,337	-26%
Passenger Revenue	\$44,319	\$32,486	-27%
Farebox Recovery Ratio (TDA Formula***)	14.3%	14.2%	-1%
Passenger Revenue (excluding local revenue)	\$629	\$1,402	123%
Farebox Recovery Ratio	0.2%	0.6%	202%
Subsidy per Pass Trip	\$370.81	\$232.11	-37%
FLEET Characteristics			
Vehicles in Peak Service	2	1	

* Extracted from TransTrack Manager Quarterly Scorecard during March 2026.

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

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

Omnitrans Consolidated Transportation Services Agency (CTSA)

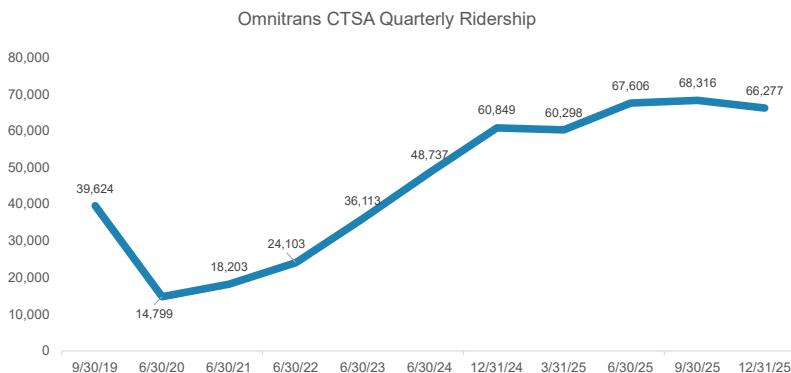


Commentary and Trends

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

Total ridership for CTSA programs decreased slightly by 3% during the second quarter, driven mostly by fewer trips provided by Regional Mobility Partners. Travel training participants more than doubled while the Uber and Taxi Ride program ridership was 3% less than in the first quarter.

The Transportation Reimbursement Escort Program (TREP) that reimburses volunteer drivers for the trips they provide increased by 3%, crossing the 20,000 trip threshold for the quarter.



Performance

	1st Quarter FY 25/26	2nd Quarter FY 25/26	
	Current Year FY 25/26	Current Year FY 25/26	% change from 1st Quarter
TOTAL TRIPS	68,316	66,277	-3%
TREP Mileage Reimbursement Trips	19,902	20,530	3%
Uber and Taxi Ride Program Trips	9,155	8,871	-3%
Travel Training Program*	11	28	155%
Regional Mobility Partnership (RMP) Trips	39,248	36,848	-6%
<i>Anthesis</i>	11,891	11,818	-1%
<i>Lutheran Social Services</i>	1,044	742	-29%
<i>City of Grand Terrace</i>	298	110	-63%
<i>OPARC</i>	9,682	8,196	-15%
<i>City of Chino</i>	2,831	2,698	-5%
<i>Highland Senior Center</i>	1,320	1,352	2%
<i>Loma Linda University Adult Day Health</i>	1,036	1,063	3%
<i>City of Ontario</i>	3,551	3,470	-2%
<i>Foothill AIDS Project</i>	191	64	-66%
<i>VIP Inc.</i>	6,566	6,594	0%
<i>City of Rialto**</i>	—	—	—
<i>City of Yucaipa</i>	838	741	-12%

* Reporting numbers are for the number of individuals trained.

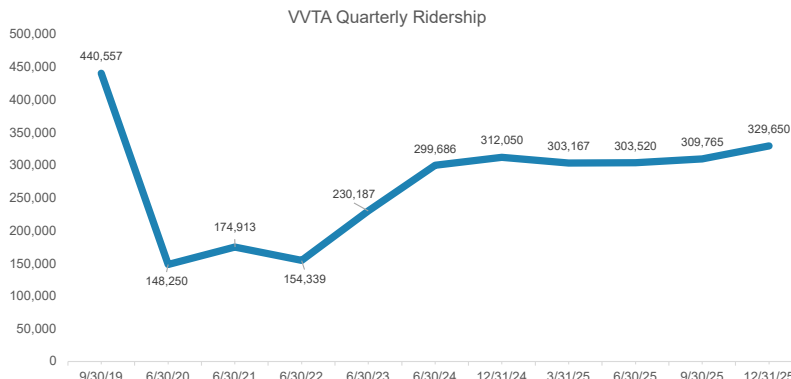
** New Regional Mobility Partner: Contracts have been executed. Partner is in the process of starting their program.



Commentary and Trends

Ridership for VVTA's transit services increased by 6% during the second quarter to reach the highest total since Spring 2020. Local fixed routes led the improvement, adding 20,000 more trips than in the first quarter. Commuter bus ridership fell by 28%, largely impacted by the holiday seasons in November and December. Overall, revenue hours and miles were flat while operating costs rose 11% and passenger revenue declined 39%.

In November 2025, VVTA held a public hearing to accept comments on proposed fare changes for the Military Monthly Pass and the monthly Mega Pass that began in February 2026. Also in November, VVTA launched its Ride Time Refresh, where weekday evening service was extended on core routes and enhanced Saturday service was implemented on Routes 27, 28 and 29.



Performance*

	1st Quarter FY 25/26	2nd Quarter FY 25/26	
	Current Year FY 25/26	Current Year FY 25/26	% change from 1st Quarter
SYSTEM Total Passenger Trips	309,765	329,650	6%
Fixed-Route Trips	266,215	289,667	9%
Commuter Bus Trips	8,074	5,803	-28%
Demand Response Trips	35,476	34,180	-4%
SYSTEM Performance [excludes vanpool revenue hours & miles]			
Revenue Hours	74,289	74,186	0%
Passengers per Rev Hour	4.2	4.4	7%
Revenue Miles	1,043,471	1,037,105	-1%
Passengers per Rev Mile	0.30	0.32	7%
OPERATIONS Expense [excludes vanpool expense & revenue]			
Total Transit Operating Cost	\$12,335,451	\$13,676,114	11%
Passenger Revenue	\$410,758	\$249,651	-39%
Farebox Recovery Ratio Systemwide	3.3%	1.8%	-45%
Cost per Revenue Mile	\$11.82	\$13.19	12%
Subsidy/Pass Trip – Systemwide	\$38.50	\$40.73	6%
Fixed-Route Cost per Trip	\$32.42	\$33.98	5%
Commuter Bus Cost per Trip	\$34.10	\$40.11	18%
Demand Response Cost per Trip	\$96.67	\$105.30	9%
FLEET Characteristics			
Vehicles in Peak Service	Includes 12 Electric Vehicles	Includes 12 Electric Vehicles	
Fixed-Route	49	49	
Commuter	6	4	
Demand Response	38	39	
Total Vehicles in Peak Service	93	92	
Service Area Square Mileage	1,082	1,082	

* Extracted from TransTrack Manager Quarterly Scorecard during March 2026.

Victor Valley Transit Consolidated Transportation Services Agency (CTSA)

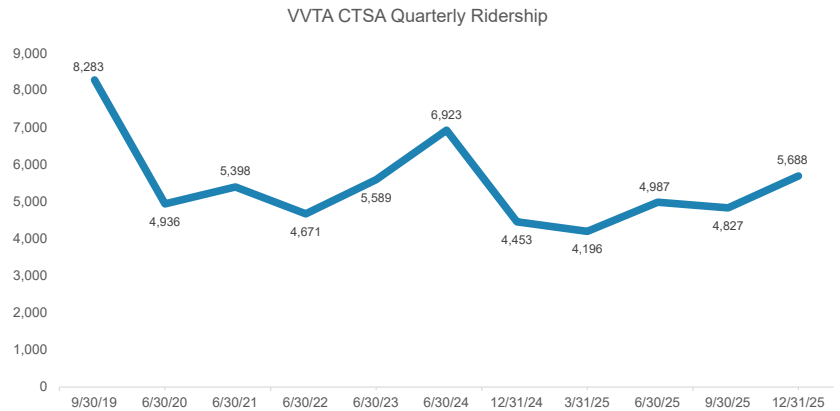


Commentary and Trends

VVTA's CTSA programs include a range of projects that provide specialized service for seniors and persons with disabilities to meet their unique mobility needs.

Overall, ridership for the CTSA programs increased by 18%, mostly driven by an increase in mileage reimbursement trips. The increase in ridership generated 7% more miles than in the previous quarter.

The nonprofit provider ridership fell by 7% during this second quarter of FY 25/26. Fare media sponsorships almost doubled in output at more than 1,000 trips for the quarter. The Travel Training and Transit Ambassador programs are both on hold due to staffing shortages.



Performance

	1st Quarter FY 25/26	2nd Quarter FY 25/26	
	Current Year FY 25/26	Current Year FY 25/26	% change from 1st Quarter
TOTAL TRIPS	4,827	5,688	18%
TRIP Program	2,981	3,474	17%
Nonprofit Providers	1,298	1,211	-7%
<i>Foothill AIDS Project</i>	388	316	-19%
<i>Abundant Living Church</i>	474	426	-10%
<i>Heart's Extended</i>	0	0	
<i>Trona Community and Senior Center</i>	382	402	5%
<i>Bonnie Baker Senior Center</i>	54	67	24%
Travel Training Program*	0	0	0%
Fare Media Scholarship Program	548	1,003	83%
TOTAL MILES	115,089	123,154	7%
TRIP Program	115,089	123,154	7%
TOTAL HOURS	0	0	0%
Transit Ambassador Program*	0	0	0%

* Travel Training and Transit Ambassador programs are on hold due to staffing shortages.

Victor Valley Transit iVanpool

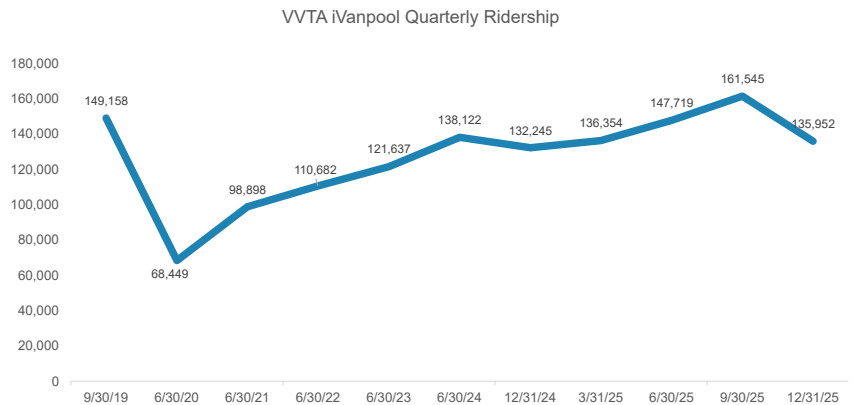


Commentary and Trends

VVTA's regional vanpool program provides a subsidy to support coworker groups with the cost of renting and maintaining a vehicle for the purpose of commuting to and from work. All vanpools are eligible to receive up to \$600 per month in program subsidy toward the cost of a vanpool and allow groups of five or more to commute for as low as \$35 per week.

The iVanpool program added eight more vans during the second quarter—an increase of 3% over the previous quarter. However, unlinked passenger trips decreased by 16% during this reporting period that included the November and December holidays that typically experience work site closures and worker vacations that likely affected ridership.

Passenger Miles, the sum of the distances ridden by each passenger—a useful measure of the scale of vanpool activity—decreased by 16% during the second quarter. Disbursed subsidies increased by 3% while the fees collected from the vanpool participants increased by 27%.



Performance

	1st Quarter FY 25/26	2nd Quarter FY 25/26	
Performance	Current Year FY 25/26	Current Year FY 25/26	% change from 1st Quarter
Number of Vanpools	251	259	3%
Revenue Miles	1,783,529	1,538,070	-14%
Revenue Hours	38,272	31,816	-17%
Unlinked Passenger Trips	161,545	135,952	-16%
Passenger Miles	8,260,231	6,919,462	-16%
Subsidies Disbursed	\$448,740	\$463,385	3%
Participation Fees	\$229,923	\$291,876	27%



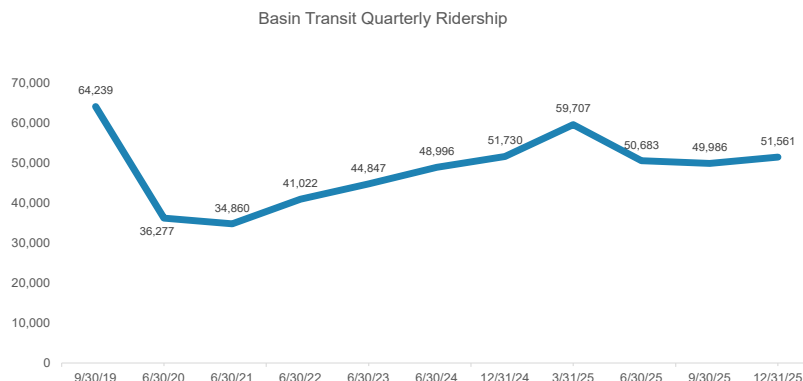
Basin Transit

Commentary and Trends

Ridership for Basin Transit increased by 3% during the second quarter with local fixed-route trips improving by 4% compared to the previous quarter.

The TREP volunteer driver mileage reimbursement program added four new clients and provided 14 more trips during the second quarter.

Basin Transit also began promotions for awareness of service changes due to take effect in January 2026 that will double weekend service on Route 15 and adds continuous evening service on Route 1 and new stops to Route 7.



Performance*

	1st Quarter FY 25/26		2nd Quarter FY 25/26	
	Current Year FY 25/26	Current Year FY 25/26	Current Year FY 25/26	% change from 1st Quarter
SYSTEM Total Passenger Trips	49,986	51,561	3%	
Fixed-Route Trips	45,607	47,322	4%	
Commuter Bus Trips	1,818	1,696	-7%	
Demand Response Trips	2,561	2,543	-1%	
SYSTEM Performance				
Revenue Hours	8,627	9,205	7%	
Passengers per Rev Hour	5.8	5.6	-3%	
Revenue Miles	161,450	160,136	-1%	
Passengers per Rev Mile	0.31	0.32	4%	
OPERATIONS Expense				
Total Operating Cost	\$1,247,427	\$1,329,668	7%	
Passenger Revenue	\$93,694	\$99,716	6%	
Farebox Recovery Ratio Systemwide	7.5%	7.5%	0%	
Cost per Revenue Mile	\$7.73	\$8.30	7%	
Subsidy/Pass Trip – Systemwide	\$23.08	\$23.85	3%	
Fixed-Route Cost per Trip	\$19.11	\$20.05	5%	
Commuter Bus Cost per Trip	\$70.91	\$66.85	-6%	
Demand Response Cost per Trip	\$96.52	\$105.23	9%	
TREP Mileage Reimbursement Program				
TREP Clients	127	131	3%	
TREP Trips	1,089	1,103	1%	
TREP Miles Reimbursed	22,914	22,191	-3%	
Mileage Reimbursement Cost	\$9,165	\$8,876	-3%	
FLEET Characteristics				
Vehicles in Peak Service				
Fixed-Route/Commuter	9	9		
Demand Response	4	4		
Total Vehicles in Peak Service	13	13		
Service Area Square Mileage	1,300	1,300		

* Extracted from TransTrack Manager Quarterly Scorecard during March 2026.

Mountain Transit

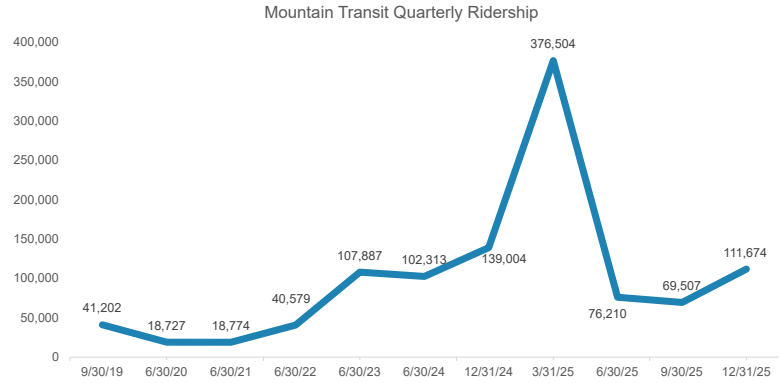


Commentary and Trends

Mountain Transit's total ridership increased by 61% with the transition to seasonal holiday service and snowfall in November 2025 that began operation of park and ride service to the ski resorts.

Operating costs grew by 23% during the second quarter while passenger revenue, which fluctuates by season, increased by 146%, bringing farebox recovery to 18.6% for the second quarter.

Mountain Transit was well underway with its Short Range Transit Plan (SRTP) during the second quarter in developing a five-year financial forecast and assessing what service changes or new projects may improve transit for the mountain community.



Performance*

	1st Quarter FY 25/26	2nd Quarter FY 25/26	
	Current Year FY 25/26	Current Year FY 25/26	% change from 1st Quarter
SYSTEM Total Passenger Trips	69,507	111,674	61%
Fixed-Route Trips	63,973	105,830	65%
Commuter Bus Trips	2,281	2,948	29%
Demand Response Trips	3,253	2,896	-11%
SYSTEM Performance			
Revenue Hours	12,639	13,065	3%
Passengers per Rev Hour	5.5	8.5	55%
Revenue Miles	186,231	191,521	3%
Passengers per Rev Mile	0.37	0.58	56%
OPERATIONS Expense			
Total Operating Cost	\$1,895,053	\$2,327,308	23%
Passenger Revenue	\$175,578	\$432,615	146%
Farebox Recovery Ratio Systemwide	9.3%	18.6%	101%
Costs per Revenue Mile	\$10.18	\$12.15	19%
Subsidy/Pass Trip – Systemwide	\$24.74	\$16.97	-31%
Fixed-Route Cost per Trip	\$21.41	\$16.45	-23%
Commuter Bus Cost per Trip	\$72.86	\$70.54	-3%
Demand Response Cost per Trip	\$109.89	\$130.86	19%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route	10	10	
Demand Response	2	2	
Off the Mountain	2	2	
Seasonal Service	14	12	
Airport Shuttle	1	1	
Total Vehicles in Peak Service	29	27	
Service Area Square Mileage	269	269	

* Extracted from TransTrack Manager Quarterly Scorecard during March 2026.

Needles Transit Services

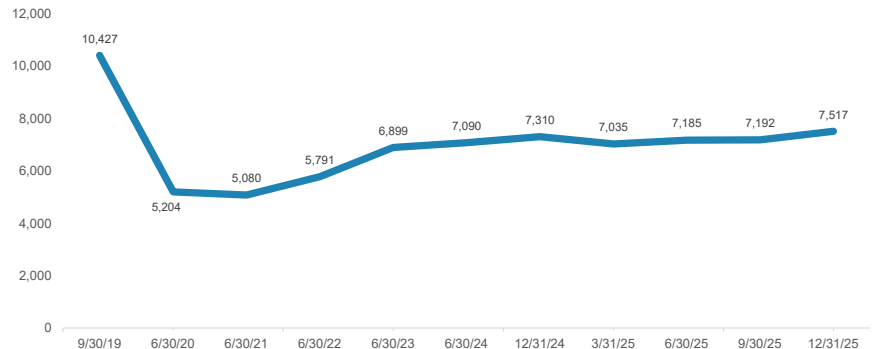


Commentary and Trends

Ridership for Needles Transit Services increased by 5% during the second quarter with fixed-route trips improving by 4% and demand response trips—supported by continued growth in the Fort Mohave-Bullhead Shuttle—increasing by 6%.

Operating costs dropped slightly by 1% while passenger revenue was reported at 21% above the previous quarter. The systemwide farebox recovery ratio improved to 6% of operating costs while the systemwide subsidy per trip decreased by 6% to \$18.67.

Needles Transit Services Quarterly Ridership



Performance*

	1st Quarter FY 25/26	2nd Quarter FY 25/26	% change from 1st Quarter
	Current Year FY 25/26	Current Year FY 25/26	
SYSTEM Total Passenger Trips	7,192	7,517	5%
Fixed-Route Trips	5,589	5,810	4%
Demand Response Trips**	1,603	1,707	6%
SYSTEM Performance			
Revenue Hours	1,240	1,223	-1%
Passengers per Rev Hour	5.8	6.1	6%
Revenue Miles	16,511	16,209	-2%
Passengers per Rev Mile	0.44	0.46	6%
OPERATIONS Expense			
Total Operating Cost	\$150,475	\$149,319	-1%
Passenger Revenue	\$7,394	\$8,944	21%
Farebox Recovery Ratio Systemwide	4.9%	6.0%	22%
Costs per Revenue Mile	\$9.11	\$9.21	1%
Subsidy/Pass Trip – Systemwide	\$19.89	\$18.67	-6%
Fixed-Route Cost per Trip	\$21.53	\$20.80	-3%
Demand Response Cost per Trip	\$18.81	\$16.68	-11%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route		1	
Demand Response		1	
Total Vehicles in Peak Service		2	
Service Area Square Mileage		31	
Vehicles per Square Mile		0.06	

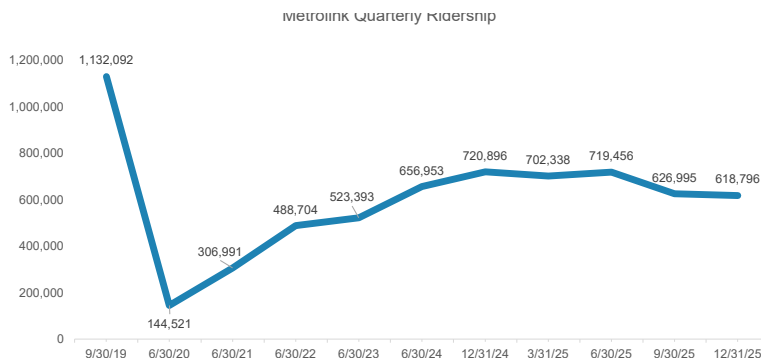
* Extracted from TransTrack Manager Quarterly Scorecard during March 2026.

** Demand response trips include the Senior Dial-A-Ride and Fort Mohave-Bullhead Shuttle Programs

Commentary and Trends

Metrolink ridership decreased slightly by 1% during the second quarter. Ridership on the San Bernardino Line (SBL) improved by 2% while trips on the Orange County Inland Empire Line (IEOCL) fell by 9%.

Metrolink ridership has been affected by the discontinuation of free student fares at the start of the fiscal year, a decline that coincided with a series of mechanical issues and equipment failures, primarily involving Metrolink's Tier IV F125 locomotives. System reliability has been a challenge, resulting in disruptions for regular riders and leading to a systemwide service reduction implemented on March 23. These service cuts come at a time when ridership and revenue are not performing as originally projected, rising operational costs, and as agencies are navigating fiscal constraints. Ridership and any future service impacts will be reflected in upcoming reports.



Performance*

	1st Quarter FY 25/26	2nd Quarter FY 25/26	
	Current Year FY 25/26	Current Year FY 25/26	% change from 1st Quarter
SYSTEM Passenger Boardings by Line	626,995	618,796	-1%
TOTAL San Bernardino Line (SBL)	446,943	454,241	2%
TOTAL Inland Empire Orange County Line (IEOCL)	180,052	164,555	-9%
Boardings at San Bernardino County Stations	186,115	188,367	1%
San Bernardino Line	165,229	169,979	3%
IEOC Line	12,124	9,810	-19%
Riverside Line	8,762	8,578	-2%
FINANCIAL - Total System			
Operating Expenses*		\$214,988,003	
Farebox Revenue**		\$28,360,387	
Farebox Recovery Ratio		13%	
PERFORMANCE MEASURES - San Bernardino Line			
Passenger Miles	16,360,677	16,513,469	1%
Average Passenger Trip Length	36.7	36.4	-1%
PERFORMANCE MEASURES - IEOC Line			
Passenger Miles	6,923,593	5,889,637	-15%
Average Passenger Trip Length	38.4	35.8	-7%
SERVICE LEVELS			
San Bernardino Line			
# of trains per weekday WB	22	22	
# of trains per weekday EB	22	22	
# of trains per Saturday WB/EB	8	8	
# of trains per Sunday WB/EB	8	8	
IEOC Line - with stops in San Bernardino County			
# of trains per weekday WB	4	4	
# of trains per weekday EB	4	4	
# of trains per weekend WB	2	2	
# of trains per weekend EB	2	2	

* Operating Expenses are year to date through February 2026.

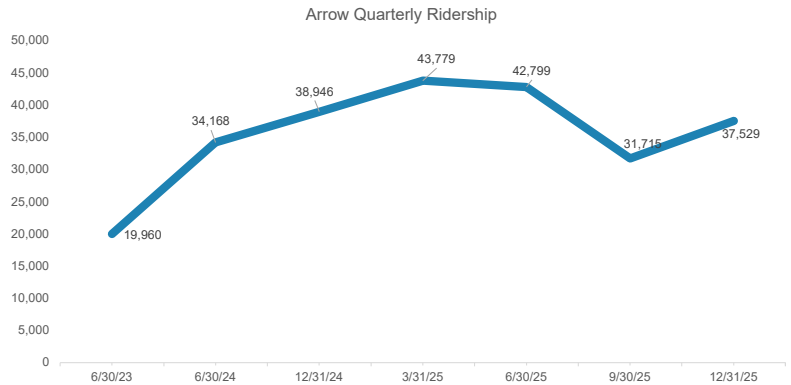
**Farebox Revenue is year to date through January 2026.

Commentary and Trends

Metrolink’s Arrow service is in its third year of operation, servicing four rail stations between the downtown San Bernardino Transit Center and Redlands University.

Ridership improved during the first quarter, adding almost 6,000 trips, an 18% increase. Passenger miles also increased by 22%, resulting in an average passenger trip length of 7.4 miles.

While Metrolink has discontinued free fares for students on its other rail lines, Arrow service is continuing free rides for students in partnership with the University of Redlands, San Bernardino Valley College and Crafton College, and Cal State San Bernardino. Additionally, a new fare structure pilot began on July 1, 2025, that simplifies the existing ticket menu to reduce confusion at the point of purchase, lower the price of most monthly passes and introduce new deals and discounts.



Performance

	1st Quarter FY 25/26	2nd Quarter FY 25/26	
	Current Year FY 25/26	Current Year FY 25/26	% change from 1st Quarter
Passenger Boardings			
Total Passenger Boardings	31,715	37,529	18%
FINANCIAL*			
Operating Cost		\$9,986,184	
Farebox Revenue		\$333,499	
Farebox Recovery Ratio		3%	
PERFORMANCE MEASURES - Arrow			
Passenger Miles	228,508	277,724	22%
Average Passenger Trip Length	7.3	7.4	1%
SERVICE LEVELS			
# of trains per weekday WB	23	23	
# of trains per weekday EB	23	23	
# of trains per Saturday WB/EB	16	16	
# of trains per Sunday WB/EB	16	16	

* Financials are year to date through February 2026.

SBCTA Multimodal Programs SB Loop

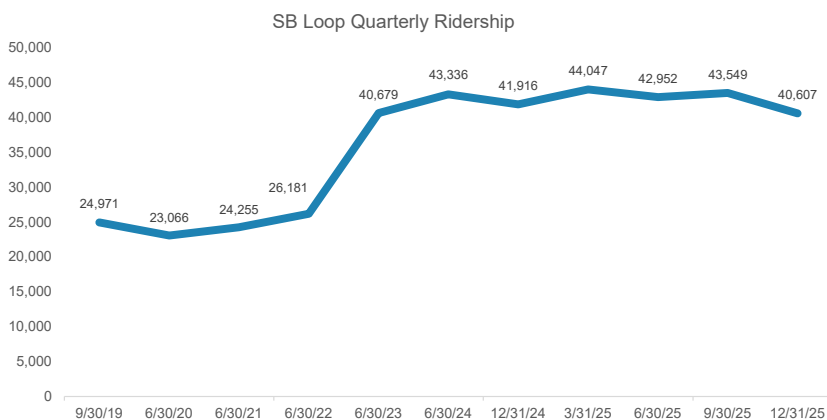


Commentary and Trends

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

SB Loop added a single vanpool during the second quarter of FY 25/26, bringing the total to 80 vanpools. Ridership decreased by 7% during the holiday-inclusive second quarter.

SBCTA provided \$140,836 in disbursed subsidies to offset the costs of vanpool participation while total passenger fees received were only 1% less than the first quarter. The average subsidy per passenger trip for the second quarter was \$3.47, with a total cost per passenger of \$11.26.



Performance

	1st Quarter FY 25/26	2nd Quarter FY 25/26	
	Current Year FY 25/26	Current Year FY 25/26	

SYSTEM Totals			
Number of Vanpools	79	80	1%
Vanpool Passenger Trips	43,549	40,607	-7%
SYSTEM Performance			
Passenger Miles	1,633,712	1,470,175	-10%
Passengers/Miles	37.5	36.2	-3%
OPERATIONS Expense			
Subsidies Disbursed	\$140,493	\$140,836	0%
Participation Fees	\$320,939	\$316,321	-1%
Subsidy per Passenger Trip	\$3.23	\$3.47	8%
Average Cost per Passenger Trip	\$10.60	\$11.26	6%

Attachment: SBCTA Quarterly Report 2nd Quarter FY 25-26 043026_FINAL (12279 : Multimodal Transportation Quarterly Update)

SBCTA Multimodal Programs

IE Commuter Rideshare



cta
San Bernardino County
Transportation Authority



Commentary and Trends

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

During the second quarter, IE Commuter worked with 112 employers, encompassing 895 worksites and 81,470 IE Commuter accounts. Surveys were conducted of three employers and 4,525 commuters. It is estimated that rideshare services reduced more than 13 million vehicle miles traveled and almost 11 million pounds of greenhouse gas emissions. More than 700 commuters participated in the incentive program where they can earn monthly prizes or gift cards with a \$5/day incentive.

Performance*

	1st Quarter FY 25/26	2nd Quarter FY 25/26
	Current Year FY 25/26	Current Year FY 25/26
PROGRAM Totals		
Total Number of Employers	112	112
Total Number of Employer Worksites	845	895
Total Number of IE Commuter Accounts	78,938	81,470
Number of Accounts Active for Ridematching	11,991	13,312
EMPLOYER Totals		
Total Employers Surveyed	4	3
Total Commuters Surveyed	23,670	4,525
Vehicle Trip Reductions (VTR)	240,493	287,905
Vehicle Miles Traveled (VMT) Reduced	5,014,521	13,489,473
Greenhouse Gas Emissions (GHG) Reduced (lbs)	4,069,418	10,947,068
INCENTIVE Totals		
Total Participants	808	719
Vehicle Trip Reductions (VTR)	14,843	14,686
Vehicle Miles Traveled (VMT) Reduced	484,744	543,752
Greenhouse Gas (GHG) Emissions Reduced (lbs)	393,383	441,269

Minute Action

AGENDA ITEM: 4

Date: May 14, 2026

Subject:

Amendment No. 2 to Contract No. 22-1002666 with Center for Hydrogen Safety/American Institute of Chemical Engineers

Recommendation:

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

Approve Amendment No. 2 to Contract No. 22-1002666 with the Center for Hydrogen Safety/American Institute of Chemical Engineers, to extend the term of the contract by one year through June 30, 2027, for a total contract term of six years; and increase the contract value by \$30,000 for a total contract not-to-exceed value of \$102,000, to be funded with Transit Intercity Rail Capital Program funds.

Background:

In support of the Arrow Maintenance Facility (AMF) Hydrogen (H₂) Upgrade Project to support the Zero Emission Multiple Unit (ZEMU), staff developed procurement documents for the fueling station and the retrofit to the AMF. To ensure that the upgrade for H₂ use adheres to current codes and best practices, staff recommended entering into an agreement with the Center for Hydrogen Safety/American Institute of Chemical Engineers (CHS/AIChE) to lend its expertise on H₂ and recommend design and implementation solutions that reduce the agency's risk in introducing H₂ to the Arrow operations. In addition, engaging an independent entity such as CHS/AIChE ensures that San Bernardino County Transportation Authority (SBCTA) obtains impartial advice on hydrogen safety and hazards.

On September 21, 2021, SBCTA executed a Sole Source contract with the CHS/AIChE, in accordance with SBCTA Contracting and Procurement Policy No. 11000, Section VI.A.2.b.i.a, where *“contracts or purchase orders may be recommended for approval on a sole source selection based upon a requirement for unique qualifications.”*

CHS/AIChE has provided H₂ safety input and previously reviewed the Request for Proposals (RFP) for H₂ fueling facility and AMF modification to accommodate H₂ ZEMU operations. CHS/AIChE also conducted general reviews of RFPs to confirm technical specifications and requirements are appropriate and comprehensive and to address risks. Currently, CHS/AIChE is providing input on the development of emergency response procedures and is reviewing the H₂ fueling station design, H₂ safety plan, and Hazard Operations study/plan for the work being undertaken by the contractor Trillium Alternative Energy (Trillium).

Trillium has final safety planning scheduled for June of 2026, and inspections, commissioning, and training scheduled for November of 2026 through January of 2027. Staff recommends extending the current contract with CHS/AIChE by one year so they may continue supporting safety planning through the remaining lifecycle of Trillium work, including construction, installation, testing, commissioning, and early operations.

The CHS/AIChE, which is staffed with H₂ experts, has long supported the U.S. Department of Energy in advancing the use of hydrogen in transportation, manufacturing, logistics, etc., and advises on H₂ code development and updates to ensure safety in its use.

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

May 14, 2026

Page 2

They are uniquely qualified as they are a non-profit entity that can provide unbiased recommendations. Further, the CHS/AICHe is also contracted with the State of California (State) to provide recommendations/guidance on H2 use in transportation, which also uniquely qualifies them since this project is using an emerging alternative fuel in the rail sector. It is important that our technical advisers be well informed of the State initiatives and approaches to the use of H2 fuel in the heavy transportation sector.

On January 23, 2024, the Executive Director executed Amendment No. 1 to Contract No. 22-1002666 with the CHS/AICHe to extend the contract from its original end date of December 31, 2023 to June 30, 2026.

Given the remaining work that goes beyond the current contract terms, staff recommends that the Board of Directors approve Amendment No. 2 with the CHS/AICHe to extend the contract from June 30, 2026 to June 30, 2027, and increase the contract amount by \$30,000, to be funded with Transit Intercity Rail Capital Program funds, for a total not-to-exceed contract amount of \$102,000.

Financial Impact:

The Arrow Maintenance Facility Hydrogen Upgrade Project is included in the Fiscal Year 2025/2026 adopted budget, and the proposed Budget for Fiscal Year 2026/2027, and funded with Transit Intercity Rail Capital Program (Fund 2565) funds, State Transit Assistance (Fund 1050) funds, and Transit Intercity Rail Capital Program - Senate Bill 125 (Fund 2750) funds in Program 30, Transit.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:

Joy Buenafior, Deputy Director of Transit & Rail Programs

Approved
Transit Committee
Date: May 14, 2026

Witnessed By:

AMENDMENT NO. 2
TO CONTRACT NO. 22-1002666
FOR SERVICES
(THE CENTER FOR HYDROGEN SAFETY)

This Amendment No. 2 to Contract No. 22-1002666, is made by and between **San Bernardino County Transportation Authority (“SBCTA”)** and **The Center for Hydrogen Safety (“CHS”)**, an entity of the American Institute of Chemical Engineers (AIChE), a domestic not-for-profit corporation incorporated in the State of New York. SBCTA and CHS are each a “Party” and collectively “Parties” herein.

RECITALS

- A. SBCTA and CHS previously entered into Contract No. 22-1002666 effective July 1, 2021 (the “Agreement”).
- B. SBCTA and CHS previously executed Amendment No. 1 on January 23, 2024, extending the period of performance through June 30, 2026
- C. SBCTA and now CHS desire to amend the Agreement to extend the period of performance through June 30, 2027 and increase the contract value by \$30,000.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CHS and SBCTA agree as follows:

AGREEMENT

1. The last paragraph of Section 1. **Scope of Potential HSP Activities** is deleted and replaced to read as follows:

In addition, CHS shall perform such other duties and tasks or changes to the Services as may be agreed upon by the Parties within the contract budget not to exceed the \$102,000 maximum value of contract. First responder and general hydrogen safety training are not included in this activity.
2. The not-to-exceed amount of \$72,000 in the first paragraph of Section 2. Compensation is deleted and replaced with “\$102,000.”
3. The first paragraph of Section 4. **Term and Termination** is deleted and replaced to read as follows:

Term and Termination. CHS’ engagement with Client under this Agreement shall commence on July 1, 2021 and shall continue until CHS has completed all Services or June 30, 2027, whichever is earlier. At the time of termination, CHS agrees to return any and all Client property used in the performance of the Services.

- 4. Except as amended by this Amendment No. 2, all other provisions of the Agreement, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.
- 5. This Amendment No. 2 is effective on the date executed by SBCTA.

The Parties have executed this Amendment No. 2 as evidenced by the following signatures of authorized representatives of the Parties:

San Bernardino County Transportation Authority

The Center for Hydrogen Safety

Signature:

Signature:

Name: Rick Denison
Title: President, Board of Directors
Date: _____

Name: Barbara Valentine
Title: Chief Financial Officer
Date: _____

Approved as to Legal Form:

Signature:

Name: Julianna K. Tillquist
Title: General Counsel
Date: _____

Name: Darlene Schuster
Title: Chief Executive Officer/ED
Date: _____

Concurrence:

Name: Alicia J. Bullock
Title: Procurement Manager
Date: _____

Attachment: 22-1002666 (12484 : Amendment No. 2 to Contract No. 22-1002666 with American Institute of Chemical Engineers)

Estimate for Hydrogen Safety Panel Services



Project Name: ZEMU H2 Rail Fueling Infrastructure and Repair Facility				Date: April 23, 2026
Task	Description	Report?	Estimated cost	Comments
Fueling Infrastructure				
1	Virtual attendance at an initial workshop with SBCTA to discuss key safety concerns related to hydrogen and hazards/risks associated with hydrogen storage. Goal is to understand requirements for RFP in terms of design for over pressure events etc. (i.e. the need for blast walls or other safety infrastructure)	No	\$3,553	Workshop is two hours and HSP will have some material to review before workshop
2	Review of Request for Proposal (RFP) to confirm scoping for hydrogen safety plan and HAZOP is sufficient and also indicates required engagement and review by hydrogen safety panel (HSP)	No	\$646	
3	General review of RFP to confirm technical specifications and requirements are appropriate and comprehensive and addresses risks.	Yes/informal	\$3,876	
4	Following award of a contractor, complete review the 30% hydrogen fueling station designs and provide comments	Yes	\$18,411	
5	Review of contractor's hydrogen safety plan and provide comments	Yes	\$11,954	
6	Review of HAZOP and provide comments	Yes	\$8,398	
7	Review of final design and safety documents	Yes	\$20,000	
8	Consultation during permitting and certification	Informal emails	\$10,000	
Arrow Maintenance Facility Retrofit				
1	Participation in a kick-off workshop with Matt MacDonald to review AMF conformed plans and scope of retrofit identified to date. a. Review of conformed plans to determine any additional safety considerations/concerns b. Review of all modifications identified to date and discuss appropriate next steps for design and additional modelling and interpretation of NFPA 2 code requirements (not intended to be a comprehensive code assessment)	No	\$2,584	Assumed to be a 2-hour meeting
2	Provide input to the project team's development of emergency procedures within AMF (i.e. what shutdowns, procedures occur depending on H2 detection or fire detection)	Informal emails	\$4,845	
3	Review of 30% design plans for maintenance facility retrofit and provide summary report to help ensure that hydrogen safety considerations are adequately addressed. This includes: a. Review of results of HVAC assessment (CFD modelling etc.) and the proposed retrofit design approach for safety considerations, applicable of lessons learned and general code considerations b. Review of scope for electrical upgrades c. Review of hydrogen detection and flame detection equipment/system d. Provide feedback on the facility design/construction incorporation of applicable hydrogen code requirements.	Yes	\$17,733	
4	Attendance at two meetings with Fire Department/permitting authorities to discuss scope of retrofit and identify requirements for permitting/approvals	No	\$0	Zeroed out - not needed
Potential Other Scope				
1	Conduct/facilitate hydrogen safety training for emergency responders and/or assistance with permitting with local fire departments	No		Virtual or inperson?
2	Conduct/facilitate general hydrogen safety awareness training for Metrolink staff/operations staff for working around hydrogen fueling and hydrogen vehicle	No		Would need additional info to estimate this
			Total Estimate	\$102,000

Tasks will be charged on the following hourly basis:

- Project start through December 31, 2026	\$323 / hr
- January 1, 2027 through June 30, 2027	\$450 / hr

Minute Action

AGENDA ITEM: 5

Date: May 14, 2026

Subject:

Rebuilding American Infrastructure with Sustainability and Equity Grant Agreement No. 24-1003080

Recommendation:

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

Delegate authority to the Executive Director, or her designee, to approve and execute SBCTA Agreement No. 24-1003080 between the United States Department of Transportation, for grant obligations pertaining to the 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program allocation of an amount not-to-exceed \$25,000,000 in Federal Railroad Administration Funds for the design and construction of the Brightline West High Desert Stations, subject to approval as to form by SBCTA General Counsel, including language allowing for advanced payments under the grant.

Background:

On January 4, 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) delegated authority to the Executive Director, or her designee, to approve and execute SBCTA Agreement No. 24-1003080 between SBCTA and the United States Department of Transportation for grant obligations pertaining to the 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program allocation of \$25,000,000 for the design and construction of the Brightline West High Desert Stations, upon approval as to form by SBCTA General Counsel. SBCTA, the Federal Railroad Administration (FRA), and Brightline West (BLW) have continued to finalize the RAISE grant agreement and corresponding agreements. Recently, the FRA and the Nevada Department of Transportation (NDOT) agreed to incorporate advanced payment language in a grant obligation agreement administering the award of three billion dollars in federal grant funding awarded to the Brightline West (BLW) mainline construction project. Staff is returning to the Board of Directors to seek delegation of authority to the Executive Director to execute the SBCTA RAISE grant agreement, adding the same advanced payment language agreed to by FRA and NDOT.

The inclusion of the advanced payment language will allow BLW to submit payment requests for expenditures incurred but not yet paid, thereby reducing financing costs for the overall BLW project and representing a marginal increase in risk to SBCTA that amounts to a 30-day cash flow buffer. The process for BLW to request reimbursement on eligible grant expenditures would be as follows:

1. BLW contractors and/or consultants perform work and submit invoices to BLW.
2. BLW prepares a funding request package for completed work and submits it to SBCTA for review.
3. SBCTA reviews and, once accepted, forwards the funding request to the FRA.
4. FRA distributes funds to SBCTA.
5. SBCTA forwards funds to BLW within days of receiving the funds.

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

May 14, 2026

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- 6. BLW pays invoices within 30 days of receiving funding and provides proof of payment to SBCTA.
- 7. SBCTA provides proof of payment to FRA.

Delegation of authority to the Executive Director will allow SBCTA to execute the grant obligation agreement in a timely fashion once the Office of the Secretary of Transportation and the FRA have completed review and approval of the grant agreement.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026. The budget for this contract is included in the proposed Budget for Fiscal Year 2026/2027 and funded with Federal Railroad Administration 2201 funds in Program 30, Transit.

Reviewed By:

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

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
 Transit Committee
 Date: May 14, 2026

Witnessed By:

General Contract Information

Contract No: 24-1003080 Amendment No.: _____
 Contract Class: Receivable Department: Transit
 Customer ID: DOT-FRA Customer Name: U.S. DEPT. OF TRANSPORTATION
 Description: 2023 RAISE GRANT OBLIGATION AGREEMENT FOR HIGH DESERT BLW STATIONS
 List Any Accounts Payable Related Contract Nos.: _____ 24-1003078

Dollar Amount					
Original Contract	\$	25,000,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	25,000,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	25,000,000.00

Contract Authorization

Board of Directors _____ Date: 6/3/2026 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Federal _____ Funding Agreement _____ Monthly _____

Accounts Receivable

Total Contract Funding:	\$	25,000,000.00	Funding Agreement No:	24-1003080	
Beginning POP Date:	<u>6/28/2023</u>	Ending POP Date:	<u>12/31/2029</u>	Final Billing Date:	<u>4/30/2030</u>
Expiration Date:	<u>12/31/2029</u>	Fund Admin:	Yes		
Parent Contract	<u>24-1003080</u>	PM Description	<u>Brightline - USDOT RAISE funds</u>		
Z-Related Contracts	<u>Z24-1003080</u>				
Sub-			Sub-		
Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 2201	30	0315	0339	42107202	25,000,000.00
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 24-1003080 (12506 : RAISE Grant Obligation Contract No. 24-1003080)

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 RAISE PROGRAM**

This agreement is between the United States Department of Transportation (the “USDOT”) and the San Bernardino County Transportation Authority (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the Brightline West High-Speed Intercity Passenger Rail System - High Desert Stations Project.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS.**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2023 RAISE Program: FRA Projects,” dated November 4, 2025, which is attached to this agreement. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement. For convenience, the General Terms and Conditions are also available at <https://www.transportation.gov/BUILDgrants/grant-agreements>, but if there are any differences between the version attached to this agreement and the version available at that hyperlink, only the version attached to this agreement is applicable.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
SPECIAL TERMS AND CONDITIONS.**

Consistent with Article 18 of the General Terms and Conditions of this Agreement and with 2 CFR § 200.305, the Recipient may request advance payment from FRA for eligible project costs not yet paid by the Recipient, provided that:

1. The Recipient provides FRA with evidence that Recipient and the Subrecipient, as applicable, maintain written procedures that minimize the time elapsing between the transfer of funds from FRA and disbursement by the Recipient; and
2. The Recipient provides FRA with evidence of the existence of an interest-bearing account maintained by the Recipient or Subrecipient to hold the advanced payment funds and to prevent co-mingling of such funds.

FRA will not use the working capital advance method of payment described in 2 CFR § 200.305(b)(4).

Advance payment of grant funds shall be made for eligible project costs incurred by the Recipient on or before the date of the request for such advance payment.

The Recipient shall request advance payment by electronically submitting the SF 270 (Request for Advance or Reimbursement) in the same manner as requesting reimbursement described in Section 18.8(a) of the General Terms and Conditions of this Agreement.

Advance payments to the Recipient must be timed with actual, immediate cash requirements of the Recipient (or the Subrecipient, as applicable) in carrying out the Project. Actual disbursements to vendors for eligible project costs must be made as close as is administratively feasible to the date Recipient receives the advance payment from FRA. The Recipient must disburse advance payment funds and provide proof of payment to FRA within thirty (30) days from the date the Recipient receives such advance payment funds.

Neither the Recipient nor the Subrecipient may retain interest exceeding \$500 per year earned on advance payment funds and such additional interest must be returned to the Government in accordance with 2 CFR § 200.305(b)(12).

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: Brightline West High-Speed Intercity Passenger Rail System - High Desert Stations Project

Application Date: 2/28/2023

2. Recipient's Unique Entity Identifier.

See section 28.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Victor Lopez, P.E.
Director of Transit & Rail Programs
San Bernardino County Transportation Authority
1170 W. 3rd St, 2nd Floor, San Bernardino, CA 92410
(909) 884-8276
vlopez@gosbcta.com

4. Recipient Key Personnel.

None.

5. USDOT Project Contact(s).

Janice Abaray
Project Manager
Federal Railroad Administration
1200 New Jersey Avenue, SE, Washington, DC 20590
(202) 573-1227
janice.abaray@dot.gov

Mariam Ouhamou
Grant Manager
Federal Railroad Administration
1200 New Jersey Avenue, SE, Washington, DC 20590
(202) 493-6437
mariam.ouhamou@dot.gov

6. Payment System.

USDOT Payment System: Delphi eInvoicing System

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: None

8. Federal Award Identification Number.

See section 28.2 of the General Terms and Conditions.

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SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

The RAISE Grant will fund the final design and construction of two intercity passenger rail stations and associated facilities in Hesperia and Victor Valley on the Brightline West high-speed rail corridor.

2. Statement of Work.

I. BACKGROUND

This agreement between the USDOT's Federal Railroad Administration (FRA) and the San Bernardino County Transportation Authority (SBCTA or Recipient), hereinafter referred to as the "Agreement," provides \$25,000,000 from the Fiscal Year 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program to support the Project - Brightline West Intercity Passenger Rail - High Desert Stations Project. The investment will support the larger Brightline West High-Speed Intercity Passenger Rail System (Brightline West System) Project.

SBCTA is partnering with DesertXpress Enterprises, LLC (d/b/a Brightline West or BLW) to construct stations that will bring high-capacity, high-speed intercity rail to San Bernardino County. SBCTA will provide overall oversight of the grant implementation and BLW, as the Subrecipient, will manage and implement the design and construction components of the Project. BLW is a privately owned and operated passenger rail service provider and will operate the two stations being constructed as part of this Project. As a common rail carrier recognized by the Surface Transportation Board, BLW has the legal authority to build and operate the Brightline West System.

The Project is part of the larger Brightline West System, which is a 218-mile high-speed rail corridor, spanning California and Nevada, that will improve Interstate 15's (I-15) traffic flow and safety and create jobs. The Brightline West System will connect two nationally significant population and economic centers of Southern California and Nevada. The Project is contiguous and intricately tied to the Brightline West System.

All necessary planning, preliminary engineering (PE) and National Environmental Policy Act (NEPA) requirements have been completed.

II. OBJECTIVE

The objective of the Project is to construct two in-line stations within the Brightline West System alignment. The Project supports the design and construction of stops in Apple Valley, California (Victor Valley Station) and Hesperia, California (Hesperia Station). This direct link to downtown Los Angeles, San Bernardino, and Rancho Cucamonga reduces the need to rely on a personal vehicle or limited regional transit options for daily commutes and improves transportation access in the High Desert to regional job opportunities. The stations will also be accessible for Southern

California residents and visitors and provide riders with an alternative transportation mode to Las Vegas.

III. PROJECT LOCATION

The Brightline West System will run along the I-15 corridor, which serves as the primary access route between Southern California and Las Vegas and some of the U.S.'s largest economic and population centers. The Project's High Desert stations, Victor Valley and Hesperia, are within San Bernardino County.

Figure 1: Brightline West Intercity Passenger Rail - High Desert Stations Project



Figure 2: Brightline West High-Speed Intercity Passenger Rail System (System)



Attachment: 24-1003080-RAISE Grant Obligation Agreement with FRA (12506 : RAISE Grant Obligation Contract No. 24-1003080)

IV. DESCRIPTION OF WORK

SBCTA will complete the following Tasks:

Task 1: Detailed Project Work Plan, Budget, and Schedule

The Recipient shall prepare, or cause to prepare, a Detailed Project Work Plan (DPWP), Budget, and Schedule for the following tasks, which may result in amendments to this Agreement. The Detailed Project Budget will be consistent with the Approved Project Budget but will provide a greater level of detail. The DPWP will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work. The DPWP will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA); specifically, it will describe in detail how SBCTA will oversee the grant and utilize BLW and BLW's contractors/vendors to manage the engineering and construction of the Project. The DPWP will also address quality assurance and quality control procedures. In addition, the DPWP will include the Project Schedule (with Recipient and agency review durations), a detailed Project Budget, and the environmental class of action. Similarly, the DPWP should include agreements governing the construction, operation and maintenance of the Project. The FRA will review and approve the DPWP, Budget, and Schedule.

Unless expressly permitted by pre-award authority in section 5 of schedule D of this agreement, the Recipient shall not begin work on subsequent tasks until (1) the Recipient has completed and submitted to FRA the DPWP, Budget (including estimated costs for Alternate Task, if provided) and (2) the FRA provides the Recipient with written approval to proceed with subsequent tasks. The FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

Task 1 Deliverables:

Deliverable ID	Deliverable Name	FRA Review Action
1.1	Detailed Project Work Plan, Budget, and Schedule	Approve
1.2	Project Agreements (if applicable)	Acknowledge Receipt

Task 2: Final Design

The Recipient shall provide or cause Subrecipient and/or contractors to provide the final design (FD) plans for the Project, prepared in accordance with all required and relevant regulations and requirements by its subrecipients and/or contractors, and submit the FD plans to FRA for review and approval. The Recipient will provide or cause to be provided by Subrecipient and/or contractors all applicable local, state, and Federal permits to FRA. The FD Plans should include design plan drawings to adequately define the work elements for the project installations.

- Common design elements may include, but are not limited to:
 - Civil, Architectural, structural, mechanical, electrical, and plumbing plans that describe the vertical elements of the Project, along with associated landscape and hardscape plans.

- Basis of Design or Design Criteria
- Existing right-of-way limits
- Proposed track installations
- All required vertical and horizontal clearance requirements
- Typical bridge cross-section and type, size, and location (bridge plan and elevation)
- Drainage plans
- Foundation sizes based on recent geotechnical report
- Boring locations
- Location of all existing utilities and utility relocation plans, if applicable
- Construction phasing detail
- Limits of construction, construction access, and staging areas matching FRA approved NEPA APE/LOD
- Contractor staging area and access roads needed for construction
- Any temporary or permanent easement required for construction
- ADA compliance for station buildings, parking and platform
- Emergency evacuation plan and emergency egress details
- The scale of the drawings typically ranges from one inch = 20 to 500 feet, depending on the complexity of the location.
- Design submittals will include a title sheet identified with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations.

Detailed Cost Estimate:

- The Recipient will provide or cause to be provided by Subrecipient and/or contractors an updated detailed and itemized construction cost estimate that will include all of the proposed construction elements with their respective unit cost, quantity, and total cost, and with appropriate level of contingencies to account for unknown conditions. Use FRA Cost Estimating Guidance and FRA Standard Cost Category as much as possible, available at <https://railroads.dot.gov/rail-network-development/training-guidance/capital-cost-estimating-guidance>.

Ready for Construction (RFC) Plans:

- The Recipient will provide or cause to be provided by Subrecipient and/or contractors, Ready for Construction design plan drawings reflecting revisions made between the completion of the final design plans and the start of construction.

Task 2 Deliverables:

Deliverable ID	Deliverable Name	FRA Review Action
2.1	All Applicable Local, State, and Federal Permits	Acknowledge Receipt
2.2	Detailed Final Design Engineering Plans and Cost Estimates	Accept
2.3	RFC Plans	Acknowledge Receipt

Task 3: Construction

Construction will commence only after Task 2 Final Design is completed, is in compliance with local requirements to the extent applicable, and the Recipient receives final acceptance which will be sent by email from FRA. The Recipient will complete, or cause to be completed, construction of the Project in accordance with the environmental document and the Final Design approved by FRA.

The following work elements as part of Task 3:

- Construction of Victor Valley Station
- Construction of Hesperia Station

Civil construction for both stations will include parking, roadway access improvements, drainage, utilities, environmental mitigation obligations, and related improvements. The Project construction activities at both stations will include platforms, platform canopies, mechanical, electrical, plumbing and fire systems, security systems, exterior finishes, and site signage/wayfinding.

Victor Valley Station

The Victor Valley Station construction will include the pedestrian underpass connection under I-15 lanes to an approximately 600-foot-long platform and canopy, an approximately 18,000 square foot station building which includes entry/security check, passenger lounge with a food and beverage venue, public restrooms, back-of house support areas, completion of interior fit-out and installation of elevators and stair connections.

Construction will include, but is not limited to, the following elements:

- Main station building, platform and connecting pedestrian underpass.
- Surface parking lot for 400 cars, driveway paving, bus pick-up/drop-off areas, a kiss and ride area, hardscape, drainage, and other utilities required to support the Victor Valley Station.
- Landscaping, irrigation, and specialty hardscape areas.
- Off-site work required to serve the Victor Valley Station, including construction of public roadways, and drainage improvements.
- Procurement and installation of furniture, fixtures, and equipment (FFE), operating supplies and equipment (OSE), and signage to support the Victor Valley Station.

Hesperia Station

The Hesperia Station construction will include an approximately 200-foot-long platform and canopy in the I-15 median, and a pedestrian bridge connection from the parking lot to the platform. Elevators and egress stairs will facilitate easy, universal access.

Construction will include, but is not limited to, the following elements:

- Pedestrian bridge and platform.
- Surface parking lot (approximately 200 spaces), modest pick-up/drop-off area, area for future bus stop, driveway paving, hardscape, drainage, and other utilities required to support the Hesperia Station.

- Landscaping and irrigation.
- Procurement and installation of FFE, OSE, and signage to support the Hesperia Station.

If there are changes from the accepted final design as submitted in Task 2, the Recipient will notify FRA in writing, prior to commencing construction activities.

Task 3 Deliverables:

Deliverable ID	Deliverable Name	FRA Review Action
3.1	Construction Cost Estimates	Acknowledge Receipt
3.2	Detailed Construction Schedules	Acknowledge Receipt
3.3	Executed Civil Construction Contracts	Acknowledge Receipt
3.4	Notices to Proceed	Acknowledge Receipt

Task 4: Project Management

The Recipient will perform, or cause Subrecipient and/or contractors to perform, project administration activities related to the development and delivery of the Project.

This subtask includes the submittal of administrative and reporting requirements as required under the SOW or this agreement. In particular, the Recipient will submit to FRA for acceptance a Final Performance Report (FRA Form 33). This report must be submitted as required by section in General Terms and Conditions and should describe the cumulative activities of the Project, including a complete description of the Recipient's achievements with respect to the Project objectives and milestones. The Recipient must submit a Final Performance Report via email to the FRA Grant Manager when the Project funded through this agreement is completed. The Recipient must complete closeout activities and submit reports no later than 120 days after the end of the Project Performance Period for this agreement.

Task 4 Deliverables:

Deliverable ID	Deliverable Name	FRA Review Action
4.1	Final Performance Report	Approve

Task 5: Unallocated Contingency

The Recipient will manage or cause subrecipients and/or contractors to manage unallocated contingency through the final design and construction phases of the Project. The Recipient agrees to obtain prior written approval from FRA for any revisions to the Approved Project Budget that equal or cumulatively exceed 10 percent of a budget line item, including unallocated contingency.

V. PROJECT COORDINATION

The Recipient shall perform, or cause Subrecipient and/or contractors to perform, all tasks required for the Project through a coordinated process, which will involve interested local, state, and federal stakeholders, such as:

- Brightline West
- Nevada Department of Transportation (NDOT)
- FRA
- Caltrans
- First Responders
- Local Agencies, Cities and Counties
- Surface Transportation Board (STB)
- U.S. Army Corps of Engineers (USACOE)
- U.S. Fish and Wildlife Service (USFWS)

VI. PROJECT MANAGEMENT

The Recipient shall facilitate, or cause the Subrecipient or contractors to facilitate, the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Recipient shall monitor and evaluate the Project's progress through regular meetings scheduled throughout the period of performance. The Recipient, in partnership with the Subrecipient, shall:

- Participate in a project kickoff meeting with FRA
- Complete necessary steps to hire one or more qualified consultant(s)/contractor(s) to perform required Project work, as necessary
- Hold regularly scheduled Project meetings with FRA
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA Project reporting requirements, including, but not limited to:
 - a. Status of Project by task breakdown and percent complete
 - b. Changes and reason for changes in and updated versions of Detailed Project Work Plan, Budget, and Schedule
 - c. Description of unanticipated problems and any resolution since the immediately preceding progress report
 - d. Summary of work scheduled for the next progress period

- Read and understand the Terms and Conditions of this Agreement
- Notify FRA of changes to this agreement that require written approval or modification to the Agreement

3. Documents Describing Mitigation Activities.

Document Description	Date
Brightline West Cajon Pass High-Speed Rail FONSI and related environmental documents - https://railroads.dot.gov/rail-network-development/environment/environmental-reviews/brightline-west-cajon-pass-high-speed	July 12, 2023
Brightline West - Las Vegas to Victor Valley ROD, Re-evaluations, Programmatic Agreement and related environmental documents - https://railroads.dot.gov/rail-network-development/environment/environmental-reviews/brightline-west-las-vegas-victor-valley	Reevaluation of the 2011 FEIS/ROD completed in September 2020 and September 2023

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**SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Budget Period End Date: December 31, 2028

Period of Performance End Date: See section 28.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Station Final Design Completion Date:	April 30, 2027
Planned Platform Final Design Completion Date:	April 30, 2027
Planned Construction Completion Date:	June 30, 2029

3. Special Milestone Deadlines.

None.

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**SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION**

1. Award Amount.

RAISE Grant Amount: \$25,000,000

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Project Budget by Task

Task #	Task Name	RAISE Funds	Non-Federal Funds	Total Cost
1	Detailed Project Work Plan, Budget, and Schedule	\$0	\$0	\$0
2	Final Design	\$836,120	\$1,463,880	\$2,300,000
3	Construction	\$23,073,288	\$40,396,712	\$63,470,000
4	Project Management	\$363,531	\$636,469	\$1,000,000
5	Unallocated Contingency	\$727,061	\$1,272,939	\$2,000,000
Total		\$25,000,000	\$43,770,000	\$68,770,000

Project Budget by Source

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
RAISE Funds	\$25,000,000	36%
Non-Federal Funds	\$43,770,000	64%
Total Eligible Project Costs	\$68,770,000	100%

In ¶ 11 of the agreement cover sheet, the amount listed in the “Federal” column is the “RAISE Funds” amount in this schedule D; the amount listed in the “Non-Federal” column is the sum of the “Other Federal Funds,” and “Non-Federal Funds” in this this schedule D.

4. Cost Classification Table.

The Recipient shall provide a project budget by FRA standard cost category with the detailed project budget that is part of Task #1, as described in section 2 of schedule B.

5. Approved Pre-award Costs

On October 23, 2024, the USDOT approved SBCTA's request to allow the following pre-award costs commencing as of June 28, 2023.

Task #	Task Name	RAISE Funds	Non-Federal Funds	Total Cost
2	Final Design	\$1,781,000	\$2,918,000	\$4,699,000
3	Construction	\$255,363	\$419,637	\$675,000
4	Project Administration	\$370,749	\$609,251	\$980,000
Total		\$2,407,111	\$3,946,889	\$6,354,000

The above pre-award costs were necessary for efficient and timely performance of the scope of work in schedule B and were incurred directly pursuant to the negotiation and in anticipation of this agreement.

**SCHEDULE E
CHANGES FROM APPLICATION**

Scope:

None.

Schedule:

The table below compares the Project milestone dates.

Milestone	Application	Agreement
Planned Preliminary Engineering/NEPA Completion Date:	April 30, 2023	September 2023
Planned Final Design Completion Date:	June 30, 2024	April 30, 2027
Planned Construction Substantial Completion Date:	March 31, 2028	June 30, 2029

Budget:

The table below compares the Project costs.

Task	Application	Agreement
Task 2 – Final Design	\$4,699,000	\$2,300,000
Task 3 – Construction	\$51,552,500	\$63,470,000
Task 4 – Project Management	\$3,920,000	\$1,000,000
Task 5 – Contingency	\$5,911,000	\$2,000,000
Total	\$66,082,500	\$68,770,000

Other:

The increase in the total project cost is attributable to the continued advancement of the project's design and engineering, as well as the passage of time since the original estimate was developed. These factors have necessitated updates to the project schedule and corresponding cost assumptions. In particular, the cost update reflects a higher level of design and engineering detail, along with the outcomes of active and project specific contract negotiations associated with the construction phase of the project. The project schedule has been updated to account for the passage of time since award of the grant and to align with the implementation of the larger Brightline West high-speed rail project.

**SCHEDULE F
RAISE PROGRAM DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Capital

3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: No

4. Funding Act.

Funding Act: IJJA FY2023

5. Security Risk Designation.

Security Risk Designation: Low

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Attachment: 24-1003080-RAISE Grant Obligation Agreement with FRA (12506 : RAISE Grant Obligation Contract No. 24-1003080)

**SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION**

Study Area: The Brightline West System – Hesperia and Victor Valley Stations

Baseline Measurement Date: 9/30/2028

Baseline Report Date: 12/31/2028

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
12/31/2028	Economic Competitiveness/State of Good Repair Total annual intercity passenger ridership represented in total tickets sold or trips completed for passengers boarding and alighting (departing and arriving) at each station	Annual

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Attachment: 24-1003080-RAISE Grant Obligation Agreement with FRA (12506 : RAISE Grant Obligation Contract No. 24-1003080)

**SCHEDULE H
LABOR AND WORK**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
X	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
X	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
X	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
X	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The Recipient and project partners will use commercially reasonable efforts to facilitate good-paying jobs and strong labor actions and ensure subrecipients and contractors take efforts to implement these actions related to the Project. The System has the potential to directly create over 10,000 good-paying union jobs over the construction period and anticipates ~900 permanent, full-time union jobs during operations. MOUs with labor organizations have been executed and will ultimately turn into Project Labor Agreements (PLAs) by contractors. The MOUs with unions substantiate that the Project will be constructed with PLAs, allowing laborers the free and fair choice to join a union, and employ union labor once operations commence. Through the PLAs with California and Southern Nevada Building Trades, a workforce that is local to the Project will be available through their ~600K members, including ~80K apprentices. Accordingly, as part of the development of the Project, steps will be put in place to ensure that union building trades have apprentice programs and strategies in place to support the development of the needed labor skillsets for the Project. Dedicated work hours across the entire Project will be performed by apprentices.

Additionally, the development of the Project will include local and economically focused hiring preferences in coordination with the various building trades crafts to create high quality workforce training. This will be done through facilitating meetings and outreach sessions with union trades and contractors to ensure workforce training and development is coordinated with local educational institutions, community groups, and workforce stakeholders. The investment in high-quality workforce development programs will target local youth and adults to train, place, and retain diverse talent. Implementation of the workforce training and development will include unique and innovative approaches to connect with communities and workforce stakeholders along the corridor.

**U.S. DEPARTMENT OF TRANSPORTATION
GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2023 RAISE PROGRAM:
FRA PROJECTS**

Revision date:
November 4, 2025

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Attachment: 24-1003080-Attachment 1 (General Terms and Conditions with Edits) (12506 : RAISE Grant Obligation Contract No. 24-1003080)

GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022) appropriated funds to the United States Department of Transportation (the “USDOT”) for fiscal year 2023 under the heading “National Infrastructure Investments.” The funds are available to carry out 49 U.S.C. 6702 by providing Federal financial assistance for surface transportation infrastructure projects that will have a significant local or regional impact. The USDOT program administering those funds is the Rebuilding American Infrastructure with Sustainability and Equity Program (the “RAISE Program”).

On December 14, 2022, the USDOT posted a funding opportunity at Grants.gov with funding opportunity title “FY 2023 National Infrastructure Investments” and funding opportunity number DTOS59-23-RA-RAISE. The notice of funding opportunity posted at Grants.gov, as amended on January 5, 2023, and February 3, 2023, (the “NOFO”) solicited applications for Federal financial assistance under the fiscal year 2023 RAISE Program. On June 28, 2023, the USDOT announced application selections under the NOFO.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2023 RAISE Program. The term “Recipient” is defined in the project-specific portion of the agreement. The project-specific portion of the agreement includes schedules A through H. The project-specific portion of the agreement may include special terms and conditions in project-specific articles.

ARTICLE 1 PURPOSE

1.1 Purpose.

The purpose of this award is to fund an eligible project that will have a significant local or regional impact and improve transportation infrastructure. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by schedule D.

ARTICLE 2 USDOT ROLE

2.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is responsible for the USDOT’s overall administration of the RAISE Program, the approval of this agreement, and any

modifications to this agreement under section 20.1.

- (b) The Federal Railroad Administration (the “**FRA**”) will administer this agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FRA.

2.2 USDOT Program Contacts.

FRA Office of Railroad Development Federal
Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590
(202) 493-6381
FRA-Grants@dot.gov

and

OST RAISE Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue SE
Room W84-227
Washington, DC 20590
(202) 366-8914
BUILDGrants@dot.gov

ARTICLE 3 RECIPIENT ROLE

3.1 Statements on the Project.

The Recipient states that:

- (1) all material statements of fact in the Technical Application were accurate when that application was submitted; and
- (2) schedule E documents all material changes in the information contained in that application.

3.2 Statements on Authority and Capacity.

The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to

comply with its obligations under this agreement;

- (4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the RAISE Grant Amount listed in section 1 of schedule D is committed to fund the Project;
- (5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 3 and in section 21.7 on behalf of the Recipient.

3.3 USDOT Reliance.

The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Technical Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Technical Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Technical Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

3.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration.

3.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act promptly, in a manner acceptable to the USDOT, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

3.6 Notification of Changes to Key Personnel.

The Recipient shall notify USDOT within 30 calendar days of any change in key personnel who are identified in section 4 of schedule A.

ARTICLE 4 AWARD AMOUNT AND FEDERAL OBLIGATION

4.1 Federal Award Amount.

The USDOT hereby awards a RAISE Grant to the Recipient in the amount listed in section 1 of schedule D as the RAISE Grant Amount.

4.2 Federal Funding Source.

- (a) If section 4 of schedule F identifies the Funding Act as “IIJA,” then the RAISE Grant is from RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021).
- (b) If section 4 of schedule F identifies the Funding Act as “FY2023,” then the RAISE Grant is from RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022).
- (c) If section 4 of schedule F contains a table that lists separate amounts for “IIJA” and “FY2023,” then the amount listed for “IIJA” is from RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) and the amount listed for “FY2023” is from RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022).

4.3 Federal Obligations.

This agreement obligates for the budget period the amount listed in section 1 of schedule D as the RAISE Grant Amount.

ARTICLE 5 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Change Notification Requirement.

The Recipient shall notify USDOT within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s capacity or intent to complete the Project in compliance with this agreement. In that notice, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. The notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this agreement.

5.2 Scope and Statement of Work Changes.

If the Project's activities differ from the activities described in schedule B, then the Recipient shall request a modification of this agreement to update schedule B.

5.3 Schedule Changes.

If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update schedule C:

- (1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;
- (2) a schedule change would require the budget period to continue after the end of the final budget period defined in section 28.4 (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements); or
- (3) a schedule change would require the period of performance to continue after the end of the period of performance defined in section 28.5.

For other schedule changes, the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

5.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request a modification of this agreement to update schedule D if, in comparing the Project's budget to the amounts listed in the "Project Budget by Source" table in section 3 of schedule D:
 - (1) the "Non-Federal Funds" project contribution amount decreases; or
 - (2) the total eligible project costs amount decreases.
- (c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.
- (d) If there are Project Cost Savings, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration's requirements, to include in the Project specific additional activities that are within the scope of this award,

as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this agreement, “**Project Cost Savings**” means the difference between the actual eligible project costs and the total eligible project costs that are listed in the “Project Budget by Source” table in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in the “Project Budget by Source” table in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in the “Project Budget by Source” table in section 3 of schedule D.

- (e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or the USDOT does not accept the Recipient’s proposal under section 5.4(d), then:
- (1) in a request under section 5.4(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and
 - (2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, “**Federal Share**” means the sum of the total “RAISE Funds” and “Other Federal Funds” amounts that are listed in section 3 of schedule D.

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 CFR 200.346 and the Standards for Administrative Collection of Claims (31 CFR part 901).

5.5 USDOT Acceptance of Changes.

The USDOT may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the RAISE Program and the USDOT. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 20.1.

ARTICLE 6 GENERAL REPORTING TERMS

6.1 Report Submission.

The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5 of schedule A and all USDOT contacts who are listed in section 2.2.

6.2 Alternative Reporting Methods.

The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Administering Operating Administration informs the Recipient of those processes in writing, the Recipient shall use the processes identified by the Administering Operating Administration.

6.3 Paperwork Reduction Act Information.

Under 5 CFR 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0563.

ARTICLE 7 PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications.

- (a) On or before the 30th day of the first month of each calendar year quarter and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification that contains, for the previous quarter:
- (1) a complete FRA Form 34¹;
 - (2) a certification that the Recipient is in compliance with 2 CFR 200.303 (Internal Controls) and 2 CFR Part 200, Subpart F (Audit Requirements); and
 - (3) the certification required under 2 CFR 200.415(a).

If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.

- (b) On or before the 30th day of the first month of each calendar year quarter and until the end of the period of performance, the Recipient shall submit to the USDOT through GrantSolutions a Federal Financial Report (SF-425) covering the previous calendar year quarter.

7.2 Final Progress Reports and Financial Information.

No later than 120 days after the end of the period of performance, the Recipient shall submit

- (1) a final Quarterly Project Progress Report and Recertification in the format and with the content described in section 7.1(a) for each Quarterly Project Progress Report and Recertification;

- (2) a final SF-425 through GrantSolutions;
- (3) a Final Performance Report FRA Form 33 as provided by FRA²; and
- (4) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 8 PERFORMANCE REPORTING

8.1 Baseline Performance Measurement.

If the Capital-Planning Designation in section 2 of schedule F is "Capital," then:

- (1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in schedule G, accurate as of the Baseline Measurement Date that is identified in schedule G; and
- (2) on or before the Baseline Report Date that is stated in schedule G, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 8.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in schedule G.

8.2 Post-construction Performance Measurement.

If the Capital-Planning Designation in section 2 of schedule F is "Capital," then

- (1) for each performance measure that is identified in the Performance Measure Table in schedule G with quarterly measurement frequency, for each of 12 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure;
- (2) for each performance measure that is identified in the Performance Measure Table in schedule G with annual measurement frequency, the Recipient shall collect data for that performance measure on at least three separate occasions: (i) once during the four consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the first collection; and (iii) once during the eighth calendar quarter after the first collection; and

¹ FRA Form 34 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>

² FRA Form 33 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>

- (3) not later than January 31 of each year that follows a calendar year during which data was collected under this section 8.2, the Recipient shall submit to the USDOT a Post-construction Performance Measurement Report containing the data collected under this section 8.2 in the previous calendar year and stating the dates when the data was collected.

If an external factor significantly affects the value of a performance measure collected under this section 8.2, then the Recipient shall identify that external factor in the Post-construction Performance Measurement Report and discuss its influence on the performance measure.

8.3 Project Outcomes Report.

If the Capital-Planning Designation in section 2 of schedule F is “Capital,” then the Recipient shall submit to the USDOT, not later than January 31 of the year that follows the final calendar year during which data was collected under section 8.2, a Project Outcomes Report that contains:

- (1) a narrative discussion detailing project successes and the influence of external factors on project expectations;
- (2) all baseline and post-construction performance measurement data that the Recipient reported in the Baseline Performance Measurement Report and the Post-construction Performance Measurement Reports; and
- (3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Baseline Performance Measurement Report.

ARTICLE 9 RESERVED

ARTICLE 10 RESERVED

ARTICLE 11 LABOR AND WORK

11.1 Labor and Work.

Schedule H documents the consideration of job quality and labor rights, standards, and protections related to the Project.

ARTICLE 12 CIVIL RIGHTS AND TITLE VI

12.1 Civil Rights and Title VI.

- (a) The purpose of sections 12.1(b)–12.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 CFR part 21, including any amendments thereto.
- (b) If the Recipient is an “Existing” Recipient then the Recipient shall submit to the USDOT either:
 - (1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration’s implementation of Title VI; or
 - (2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C, including any amendments or updates thereto.
- (c) If the Recipient is a “New” Recipient then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C, including any amendments or updates thereto.
- (d) In this section 12.1,
 - (1) **“Title VI”** means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).
 - (2) **“Existing”** means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.
 - (3) **“New”** means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

12.2 Legacy Infrastructure and Facilities.

In furtherance of the Americans with Disabilities Act of 1990 (ADA), Pub. L. No. 101-336 (codified at 42 U.S.C. 12101–12213), and Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified at 29 U.S.C. 794), not later than one year after the date of this agreement, the Recipient shall develop a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards and are involved in, or closely associated with, the Project. Consistent with 49 CFR part 27, even in the absence of prior discriminatory practice or usage, a Recipient administering a program or activity receiving Federal financial assistance is expected to take action to ensure that no person is excluded from participation in or denied the benefits of the program or activity on the basis of disability.

ARTICLE 13
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

13.1 Critical Infrastructure Security and Resilience.

- (a) Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.
- (b) If the Security Risk Designation in section 5 of schedule F is “Elevated,” then the Recipient shall:
 - (1) in the first Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1, identify a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project; and
 - (2) in the second Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1, provide a plan for completing the requirements in section 13.1(c).
- (c) If the Security Risk Designation in section 5 of schedule F is “Elevated,” then not later than the eighth Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1, the Recipient shall include each of the following in a Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1:
 - (1) a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project or a summary of that plan;
 - (2) a cybersecurity incident response plan for the transportation infrastructure being improved in the Project or a summary of that plan;
 - (3) the results of a self-assessment of the Recipient’s cybersecurity posture and capabilities or a summary of those results; and
 - (4) a description of any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 14
RAISE PROGRAM DESIGNATIONS

14.1 Effect of Urban or Rural Designation.

Based on information that the Recipient provided to the USDOT, including the Technical Application, section 1 of schedule F designates this award as an urban award or a rural

award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

14.2 Effect of Historically Disadvantaged Community or Area of Persistent Poverty Designation.

If section 3 of schedule F lists “Yes” for the “HDC or APP Designation,” then based on information that the Recipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project will be carried out in a historically disadvantaged community or an area of persistent poverty, as defined in the NOFO. The Recipient shall incur a majority of the costs under this award in historically disadvantaged communities or areas of persistent poverty.

ARTICLE 15 CONTRACTING AND SUBAWARDS

15.1 Minimum Wage Rates.

The Recipient shall include, in all contracts in excess of \$2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, or 23 U.S.C. 113, as applicable, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15.2 Buy America.

- (a) Except as provided in section 15.2(c), steel, iron, and manufactured goods used in the Project are subject to 49 U.S.C. 22905(a), as implemented by the FRA, as if this award were to carry out chapter 229 of title 49, United States Code. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. 22905(a)(1) nor a finding under 49 U.S.C. 22905(a)(2).
- (b) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB and USDOT. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (c) For Section 22905 Excepted Categories:
 - (1) consistent with 49 U.S.C. 22905(e), section 15.2(a) does not apply; and steel, iron, and manufactured products used are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117- 58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB and USDOT. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

In this section 15.2(c), “**Section 22905 Excepted Categories**” means:

- (1) commuter rail passenger transportation operations of a State or local governmental authority that is eligible to receive financial assistance under 49 U.S.C. 5307 or to its contractor performing services in connection with commuter rail passenger operations;
- (2) the Alaska Railroad or its contractors; and
- (3) Amtrak’s access rights to railroad rights-of-way and facilities under current law.

In this section 15.2(c), “commuter rail passenger transportation” is used as defined at 49 U.S.C. 24102, and “State” and “local governmental authority” are used as defined at 49 U.S.C. 5302.

- (d) Under 2 CFR 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel cement, and other manufactured products). The Recipient shall include the requirements of 2 CFR 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

15.3 Small and Disadvantaged Business Requirements.

- (a) If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 CFR part 26, including any amendments thereto.
- (b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 CFR 200.321, including any amendments thereto.

15.4 Engineering and Design Services.

[Reserved]

15.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 CFR 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

15.6 Pass-through Entity Responsibilities.

If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 CFR parts 200 and 1201, including 2 CFR 200.331–200.333.

15.7 Subaward and Contract Authorization.

[Reserved]

**ARTICLE 16
NONCOMPLIANCE AND REMEDIES**

16.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For that notice to be effective, USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 16.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
- (1) accept the remedy;
 - (2) acknowledge the noncompliance, but propose an alternative remedy; or
 - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
- (1) after considering the Recipient's response under section 16.1(b); or
 - (2) if the Recipient fails to respond under section 16.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide to the Recipient a notice that states the bases for that determination.

16.2 Remedies.

- (a) If the USDOT makes a final determination of noncompliance under section 16.1, the USDOT may impose a remedy, including:
- (1) additional conditions on the award;
 - (2) any remedy permitted under 2 CFR 200.339–200.340, including withholding of

payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and disbarment under 2 CFR part 180; or any other remedy legally available.

- (b) To impose a remedy, the USDOT must provide to the Recipient a notice that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 16.2(a), before making a final determination of noncompliance under section 16.1. If it does so, then the notice provided under section 16.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 16.2 or making a public interest determination under section 16.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 16.2 constitute a debt to the Federal Government that the USDOT may collect under 2 CFR 200.346 and the Standards for Administrative Collection of (31 CFR parts 901).

16.3 Other Oversight Entities.

Nothing in this article 16 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 17 AGREEMENT TERMINATION

17.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to timely obtain or timely provide any non-RAISE Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with schedule D;
 - (2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;
 - (3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;

- (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;
 - (5) circumstances cause changes to the Project that the USDOT determines are inconsistent with the USDOT's basis for selecting the Project to receive a RAISE Grant; or
 - (6) the USDOT determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
 - (c) This section 17.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 16.2.
 - (d) The Recipient may request that the USDOT terminate the agreement under this section 17.1.

17.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, "**Project Closeout**" means the date that the USDOT informs the Recipient that the award is closed out. Under 2 CFR 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

17.3 Post-Termination Adjustments.

The Recipient acknowledges that under 2 CFR 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that the USDOT reimbursed before termination, and recover funds from the Recipient.

17.4 Non-Terminating Events.

- (a) The end of the budget period described under section 28.4 does not terminate this agreement or the Recipient's obligations under this agreement.
- (b) The end of the period of performance described under section 28.5 does not terminate this agreement or the Recipient's obligations under this agreement.
- (c) The cancellation of funds under section 19.2 does not terminate this agreement or the Recipient's obligations under this agreement.

17.5 Other Remedies.

The termination authority under this article 17 supplements and does not limit the USDOT's remedial authority under article 16 or 2 CFR part 200, including 2 CFR 200.339–200.340.

ARTICLE 18 COSTS, PAYMENTS, AND UNEXPENDED FUNDS

18.1 Limitation of Federal Award Amount.

Under this award, the USDOT shall not provide funding greater than the amount obligated under section 4.3. The Recipient acknowledges that the USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

18.2 Projects Costs.

This award is subject to the cost principles at 2 CFR 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

18.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the final budget period.
- (b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in section 5 of schedule D and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 CFR 200.458. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for the Project. Section 5 of schedule D is the exclusive USDOT approval of costs incurred before the date of this agreement.

18.4 Recipient Recovery of Federal Funds.

The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

18.5 Unexpended Federal Funds.

Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

18.6 Timing of Payments to the Recipient.

- (a) Reimbursement is the payment method for the RAISE Program.
- (b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost, except as may be otherwise provided in the project specific part of this agreement.

18.7 Payment Method.

- (a) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the Recipient shall use the DELPHI eInvoicing System (<https://www.dot.gov/cfo/delphi-einvoicing-system.html>) to request reimbursement under this award. If the Recipient requires access to that system, the Recipient shall contact the USDOT contact listed in section 5 of schedule A.
- (b) The USDOT may deny a payment request that is not submitted using the method identified in this section 18.7.

18.8 Information Supporting Expenditures.

- (a) If the USDOT Payment System identified in section 6 of schedule A is “Delphi eInvoicing System,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 270 (Request for Advance or Reimbursement) and shall submit supporting cost detail to document clearly all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred by task and by Federal and Non-Federal funds. The Recipient shall classify all costs by task described in section 2 of schedule B and by Federal and non-Federal shares.
- (b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

18.9 Reimbursement Request Timing Frequency.

If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” the Recipient shall request reimbursement as needed to maintain cash flow sufficient to timely complete the Project. The Recipient shall not submit any single payment request exceeding \$99,999,999.99. The Recipient shall not submit a payment request exceeding \$50,000,000.00 unless the Recipient notifies the USDOT 5 days before submitting the request.

ARTICLE 19 LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

19.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory funds cancellation date identified in section 19.2.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 CFR 200.344–200.346.

19.2 Funds Cancellation.

- (a) RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), is canceled by statute after September 30, 2032, and then unavailable for any purpose, including adjustments.
- (b) RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022) remains available until expended.
- (c) Section 4.2 identifies the specific source or sources of funding for this award.

ARTICLE 20 AGREEMENT MODIFICATIONS

20.1 Bilateral Modifications.

The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by notice to the other party.

20.2 Unilateral Contact Modifications.

- (a) The Recipient may update the contacts who are listed in section 3 of schedule A by notice to USDOT.
- (b) The USDOT may update the contacts who are listed in section 5 of schedule A and section 2.2 by notice to the Recipient.

20.3 USDOT Unilateral Modifications.

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 20.3, the USDOT must provide to the Recipient a notice that includes a description of the modification and state the date that the modification is effective.

20.4 Other Modifications.

The parties shall not amend, modify, or supplement this agreement except as permitted under sections 20.1, 20.2, or 20.3. If an amendment, modification, or supplement is not permitted under section 20.1, not permitted under section 20.2, and not permitted under section 20.3, it is void.

ARTICLE 21
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY
REQUIREMENTS

21.1 Uniform Administrative Requirements for Federal Awards.

The Recipient shall comply with the obligations on non-Federal entities under 2 CFR parts 200 and 1201.

21.2 Federal Law and Public Policy Requirements.

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements, including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- (c) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
- (d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

21.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

21.4 History of Performance.

Under 2 CFR 200.206, any Federal agency may consider the Recipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

21.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law

related this this award.

- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

21.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:

- (1) Appendix A to 2 CFR part 25: System for Award Management and Universal Identifier Requirements;
- (2) Appendix A to 2 CFR part 170: Reporting Subawards and Executive Compensation;
- (3) 2 CFR Part 175: Award Term for Trafficking in Persons; and
- (4) Appendix XII to 2 CFR part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

- (b) The Recipient shall comply with:

- (1) 49 CFR part 20: New Restrictions on Lobbying;
- (2) 49 CFR part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, including any amendments thereto;
- (3) 49 CFR part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 CFR part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

21.7 Incorporated Certifications.

The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 22

MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

22.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under

subawards and contracts, to ensure:

- (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 CFR 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 CFR 200.334.

22.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 22.2(a) in accordance with a financial management system that meets the requirements of 2 CFR 200.302–200.307 and 2 CFR 200 subpart F and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2023 RAISE Program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 CFR 200 subpart F, including “FY 2023” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2023” in column c (“Additional Award Identification”).

22.3 Internal Controls.

The Recipient shall establish and maintain internal controls as required under 2 CFR 200.303.

22.4 USDOT Record Access.

The USDOT may access Recipient records related to this award under 2 CFR 200.337.

ARTICLE 23 NOTICES

23.1 Form of Notice.

- (a) For a notice under this agreement to be valid, it must be in writing.
- (b) For a notice to USDOT under this agreement to be valid, it must be signed and dated by an individual with authority to act on behalf of the Recipient.

23.2 Method of Notice to USDOT.

- (a) For a notice to USDOT under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) by registered or certified mail with return receipt requested and postage prepaid.
- (b) For a notice to USDOT under this agreement to be valid, it must be addressed to all of the USDOT contacts who are listed in section 5 of schedule A and section 2.2.
- (c) Except as specified in section 23.2(d), a valid notice to USDOT under this agreement will be deemed to have been received on the earliest of (1) when the email is received by USDOT, as recorded by USDOT's email systems, and (2) when indicated on the receipt of delivery by national transportation company or mail.
- (d) If a valid notice or other communication to USDOT under this agreement is received after 5:00 p.m. on a business day, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

23.3 Method of Notice to Recipient.

- (a) Except as specified in section 23.3(d), for a notice to the Recipient under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) registered or certified mail with return receipt requested and postage prepaid.
- (b) For a notice to the Recipient under this agreement to be valid, it must be addressed to all of the Recipient contacts who are listed in section 3 of schedule A.
- (c) A valid notice to the Recipient under this agreement is effective when received by the Recipient. It will be deemed to have been received:
 - (1) for email, on receipt; and, for other delivery, when indicated on the receipt of delivery by national transportation company or mail; or
 - (2) if the Recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address or representatives for which no notice was given, then on that rejection, refusal, or inability to deliver.

- (d) For a notice to the Recipient under article 16 to be valid, it must be sent by one or more of the following: (1) a national transportation company with all fees prepaid and receipt of delivery or (2) registered or certified mail with return receipt requested and postage prepaid.

23.4 Recipient Contacts for Notice.

If a Recipient contact who is listed in section 3 of schedule A is unable to receive notices under this agreement on behalf of the Recipient, then the Recipient shall promptly identify one or more replacement contacts under section 20.2(a).

23.5 Additional Mandatory Notices to USDOT.

The Recipient shall notify the USDOT if any one of the following conditions is satisfied, not later than 5 business days after that condition is satisfied:

- (1) the Recipient receives a communication related to this award or this agreement from the United States Comptroller General, a Federal Inspector General, or any other oversight entity; or
- (2) the Recipient becomes aware of waste, fraud, abuse, or potentially criminal activity related to this agreement.

23.6 Scope of Notice Requirements.

The form and method requirements of this article 23, including sections 23.1, 23.2, and 23.3, apply only to communications for which this agreement expressly uses one or more of the following words: “notice”; “notification”; “notify”; or “notifying.” This article 23 does not control or limit other communication between the parties about the Project or this agreement.

ARTICLE 24 INFORMATION REQUESTS

24.1 USDOT Information Requests.

- (a) By notice, the USDOT may request from the Recipient any information that the USDOT determines is necessary to fulfill its oversight responsibilities under the Program Statute or other Federal law.
- (b) If the USDOT requests information from the Recipient under section 24.1(a), the Recipient shall respond in the form and at the time detailed in the notice requesting information.
- (c) This section 24.1 does not limit the Recipient’s obligations under section 22.4 or 2 CFR 200.337 to provide access to Recipient records.

ARTICLE 25 ASSIGNMENT

25.1 Assignment Prohibited.

The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26 WAIVER

26.1 Waivers.

- (a) A waiver of a term of this agreement granted by the USDOT will not be effective unless it is in writing and signed by an authorized representative of the USDOT.
- (b) A waiver of a term of this agreement granted by the USDOT on one occasion will not operate as a waiver on other occasions.
- (c) If the USDOT fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 27 ADDITIONAL TERMS AND CONDITIONS

27.1 Disclaimer of Federal Liability.

The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

27.2 Relocation and Real Property Acquisition.

- (a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 CFR 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 CFR 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 CFR 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, comparable replacement dwellings in accordance with 49 CFR 24.

27.3 Equipment Disposition.

- (a) In accordance with 2 CFR 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:
- (1) if the entity that acquired the equipment is a State or a subrecipient of a State, the state shall dispose of that equipment in accordance with State laws and procedures; and
 - (2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 CFR 200.313; and
 - (3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from the Administering Operating Administration.
- (b) In accordance with 2 CFR 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 CFR 200.310–200.316 and 2 CFR 1201.313.
- (c) The Recipient shall ensure compliance with this section 27.3 for all tiers of subawards under this award.

27.4 Environmental Review.

- (a) In this section, “**Environmental Review Entity**” means:
- (1) if the Project is located in a State that has assumed responsibilities for environmental review activities as may be authorized by law, including under 23 U.S.C. 327, and the Project is within the scope of the assumed responsibilities, the State; and
 - (2) for all other cases, the FRA.
- (b) Except as authorized under section 27.4(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
- (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
 - (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written communication stating that the environmental review process is complete.
- (c) If the Recipient is purchasing railroad components or materials that can be used for other

projects or resold, then the Recipient shall comply with 23 CFR 771.113(d)(4).

- (d) The Recipient acknowledges that:
- (1) the Environmental Review Entity’s actions under section 27.4(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 CFR 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in schedule B and other information described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:
- (1) the parties may amend this agreement under section 20.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 17.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 17.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Section 3 of schedule B identifies documents describing mitigation activities, but the absence of a document from that section does not relieve the Recipient of any compliance obligations.

27.5 Project Maintenance Requirement.

The Recipient shall ensure that the Project Property is maintained in good operating order and in accordance with 2 CFR 200.310– 200.316, 1201.313 and any guidelines, directives, or regulations that the USDOT, including FRA, may issue.

Notwithstanding 2 CFR 200.311, Subrecipient “Brightline West” may grant to the Subrecipient’s lenders, pursuant to the applicable financing documents, a security interest in Project Property, the proceeds of any transfer thereof, and certain other property of the Subrecipient to secure the obligations of the Subrecipient thereunder (the “Subrecipient Lenders’ Security Interest”) on terms that are pari passu with the Federal interest in such Project Property.

In this agreement, “Project Property” means all real property and personal property (including equipment and supplies) acquired or improved under this agreement, including such property as maintained from time to time and any replacements of such property.

ARTICLE 28 MANDATORY AWARD INFORMATION

28.1 Information Contained in a Federal Award.

For 2 CFR 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 30.2;
- (2) the “Assistance Listings Number” is 20.933 and the “Assistance Listings Title” is “National Infrastructure Investments”; and
- (3) this award is not for research and development.

28.2 Federal Award Identification Number.

The Federal Award Identification Number is listed in ¶ 2 on the agreement cover sheet as the “Agreement Number.”

28.3 Recipient’s Unique Entity Identifier.

The Recipient’s Unique Entity Identifier, as defined at 2 CFR 25.400, is listed in ¶ 1B on the agreement cover sheet.

28.4 Budget Period.

The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed as the “Federal Funding Period” in ¶ 5 on the agreement cover sheet. In this agreement, “budget period” is used as defined at 2 CFR 200.1.

28.5 Period of Performance.

The period of performance for this award begins on the date of this agreement and ends on the period of performance end date that is listed as the “Project Performance Period” in ¶ 4 on the agreement cover sheet. In this agreement, “period of performance” is used as defined at 2 CFR 200.1.

ARTICLE 29 CONSTRUCTION AND DEFINITIONS

29.1 Schedules.

This agreement includes the following schedules as integral parts:

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule

Schedule D	Award and Project Financial Information
Schedule E	Changes from Application
Schedule F	RAISE Program Designations
Schedule G	RAISE Performance Measurement Information
Schedule H	Labor and Work

29.2 Exhibits.

The following exhibits, which are located in the document titled “Exhibits to FRA Grant Agreements Under the Fiscal Year 2023 RAISE Program,” dated November 4, 2025, and available at <https://www.transportation.gov/BUILDgrants/grant-agreements> are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content

29.3 Construction.

(a) In these General Terms and Conditions:

- (1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;
- (2) a reference to a section or other subdivision of a schedule listed in section 29.1 will expressly identify the relevant schedule; and
- (3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in schedules listed in section 29.1.

(b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

29.4 Integration.

This agreement constitutes the entire agreement of the parties relating to the RAISE Program and awards under that program and supersedes any previous agreements, oral or written, relating to the RAISE Program and awards under that program.

29.5 Definitions.

In this agreement, the following definitions apply:

“**General Terms and Conditions**” means this document, including articles 1–30.

“**Program Statute**” means the collective statutory text:

- (1) at 49 U.S.C. 6702;
- (2) under the heading “Department of Transportation—Office of the Secretary—National Infrastructure Investments” in title VIII of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading; and
- (3) under the heading “Department of Transportation—Office of the Secretary—National Infrastructure Investments” in title I of division L of the Consolidated Appropriations Act, 2023 Pub. L. No. 117-328 (Dec. 29, 2022), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Technical Application, as modified by the negotiated provisions of this agreement, including schedules A–H.

“**RAISE Grant**” means an award of funds that were made available under the NOFO.

“**Technical Application**” means the application identified in section 1 of schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

29.6 References to Times of Day.

All references to times of day in this agreement are deemed references to that time at the prevailing local time in Washington, DC.

ARTICLE 30 AGREEMENT EXECUTION AND EFFECTIVE DATE

30.1 Counterparts.

This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

30.2 Effective Date.

The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a RAISE Grant when the USDOT’s authorized representative signs it.

U.S. DEPARTMENT OF TRANSPORTATION
EXHIBITS TO FRA GRANT AGREEMENTS UNDER THE
FISCAL YEAR 2023 RAISE PROGRAM

November 4, 2025

Attachment: 24-1003080 - Exhibits A and B dated Nov 4 2025 (PRINT) (12506 : RAISE Grant Obligation Contract No. 24-1003080)

EXHIBIT A
APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2023 RAISE Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Davis-Bacon Act - 40 U.S.C. § 3141 et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. § 201 et seq.
- c. Hatch Act - 5 U.S.C. § 1501 et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. § 4601 et seq.
- e. Section 106 of the National Historic Preservation Act of 1966 - 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501–312508
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. § 3001 et seq.
- h. Clean Air Act, Pub. L. No. 90-148, as amended – 42 U.S.C. § 7401 et seq.
- i. Section 404 of the Clean Water Act, as amended - 33 U.S.C. § 1344
- j. Section 7 of the Endangered Species Act, Pub. L. No. 93-205, as amended – 16 U.S.C. § 1536
- k. Coastal Zone Management Act, Pub. L. No. 92-583, as amended – 16 U.S.C. § 1451 et seq.
- l. Flood Disaster Protection Act of 1973, Section 102(a) – 42 U.S.C. § 4012a
- m. Age Discrimination Act of 1975 - 42 U.S.C. § 6101 et seq.
- n. American Indian Religious Freedom Act, Pub. L. No. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. No. 91-616, as amended - 42 U.S.C. § 4541 et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 - 42 U.S.C. § 4151 et seq.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701 et seq.
- t. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- u. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321 et seq.
- v. Wild and Scenic Rivers Act, Pub. L. No. 90-542, as amended – 16 U.S.C. § 1271 et seq.
- w. Federal Water Pollution Control Act, as amended - 33 U.S.C. §§1251–1376
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501 et seq.
- y. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101 et seq.
- z. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- bb. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d et seq.
- cc. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and

- Financial Transactions – 31 U.S.C. § 1352
- dd. Freedom of Information Act - 5 U.S.C. § 552, as amended
- ee. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1801 et seq.
- ff. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201 et seq.
- gg. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661 et seq.
- hh. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
- ii. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303
- jj. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. §§ 9601–9657
- kk. Safe Drinking Water Act – 42 U.S.C. §§ 300f to 300j-26
- ll. The Wilderness Act – 16 U.S.C. §§ 1131–1136
- mm. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901 et seq.
- nn. Migratory Bird Treaty Act 16 U.S.C. § 703 et seq.
- oo. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. No. 109–282, as amended by section 6202 of Pub. L. No. 110–252)
- pp. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- qq. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232
- rr. Build America, Buy America Act – Pub. L. No. 117-58, div. G §§ 70901–70927

Executive Orders

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 12372 – Intergovernmental Review of Federal Programs
- c. Executive Order 12549 – Debarment and Suspension
- d. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- e. Executive Order 14025 – Worker Organizing and Empowerment
- f. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14154, Unleashing American Energy
- h. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- i. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
- c. Procedures for predetermination of wage rates – 29 CFR Part 1
- d. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 CFR Part 3
- e. Labor standards provisions applicable to contracts governing federally financed and

- assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 CFR Part 5
- f. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60 et seq.
 - g. New Restrictions on Lobbying – 49 CFR Part 20
 - h. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21, including any amendments thereto.
 - i. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
 - j. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
 - k. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
 - l. DOT’s implementation of DOJ’s ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 CFR Part 35
 - m. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
 - n. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
 - o. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
 - p. DOT’s implementing ADA regulations for transit services and transit vehicles, including the DOT’s standards for accessible transportation facilities in Part 37, Appendix A – 49 CFR Parts 37 and 38

Specific assurances required to be included in the FY 2023 RAISE Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

**EXHIBIT B
ADDITIONAL STANDARD TERMS**

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TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended)

49 CFR Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2023 RAISE Program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Railroad Administration (FRA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 CFR section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including FRA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2023 RAISE Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, including any amendments thereto will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2023 RAISE Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing FRA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FRA. You must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way.

Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2023 RAISE Program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2023 RAISE Program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21 , including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of the FY 2023 RAISE Program, and the policies and procedures prescribed by the Federal Railroad Administration (FRA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 CFR Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FRA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2023 RAISE Program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2023 RAISE Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to

the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FRA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered

transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:
 - (1) Certify whether the entity has a Tax Delinquency; and
 - (2) Certify whether the entity has a Felony Conviction.
4. **Prohibition. If**
 - (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
 - (2) an entity provides an affirmative response to either certification in section 3; or
 - (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.
5. **Mandatory Notice to the USDOT.**
 - (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
 - (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
 - (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.
6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:
 - (1) require the SAM check in section 2;
 - (2) require the certifications in section 3;
 - (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

Minute Action

AGENDA ITEM: 6

Date: May 14, 2026

Subject:

Update on the Southern California Regional Rail Authority Fiscal Year 2026/2027 Metrolink Budget Development and Recommendation for prior Fiscal Year Surplus

Recommendation:

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

- A. Receive an update on the Fiscal Year (FY) 2026/2027 Southern California Regional Rail Authority Metrolink budget development.
- B. Approve funding additional Metrolink service for the World Cup estimated at \$30,000, to be funded by FY 2024/2025 Metrolink Operations Surplus funds.

Background:

The Southern California Regional Rail Authority (SCRRA) Joint Powers Authority (JPA) for the operation of Metrolink service is made up of five member agencies including the San Bernardino County Transportation Authority (SBCTA), Los Angeles County Metropolitan Transportation Authority (LA Metro), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), and Ventura County Transportation Commission (VCTC). The annual budget process for SCRRA typically kicks off in January of each year, with a final budget transmitted to the member agencies by May 1 as required by the JPA. Adoption of the final budget by the SCRRA Board of Directors (Board) is contingent upon each of the five member agencies approving their financial contribution for the fiscal year.

At the SCRRA Board workshop in January, SCRRA shared a budget timeline that indicated the preliminary budget transmission to member agencies would be contingent on the completion of a revised ridership and revenue forecast. In addition, just ahead of the Board workshop, OCTA informed SCRRA that to sustain Metrolink service using their primary funding source, Measure M2, they would need their operating subsidy reduced by 10% from the Fiscal Year (FY) 2025/2026 budget, and cap their capital subsidy at \$25 million. Shortly after, LA Metro informed SCRRA that they would require a 3% reduction to their operating subsidy to sustain their dedicated funding sources for Metrolink service, including Proposition C, Measure R, and Measure M. In written correspondence to SCRRA in early March, LA Metro further noted that their operating subsidy will need to remain flat for the following three years, through FY 2029/2030, and identified the Antelope Valley Line as their top funding priority. LA Metro also capped their capital subsidy at \$75 million and State of Good Repair subsidy at \$38 million over the course of the next three years.

SCRRA has communicated to the Board and to the member agencies that 60% of the budget is fixed, and the remaining 40% is variable. In FY 2024/2025, approximately 80% of the budget was supported by the member agencies, 14% came from farebox revenue, including external subsidies, and 6% from other revenues. As of February 2026, system wide fare revenue recovery was 52%, and ridership was 58% of pre-COVID-19 (pandemic) levels. In FY 2024/2025, farebox recovery was 14.1%, with a \$25.44 subsidy per rider compared to 34.1% farebox recovery, and \$10.44 subsidy pre-pandemic.

Following the revised ridership and revenue forecast, SCRRA has indicated that they are facing a revenue gap in the current FY estimated to be \$15 million and are projecting a total financial gap going into FY 2026/2027 of approximately \$30 million.

Entity: San Bernardino County Transportation Authority

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The gap is comprised of:

- A projected \$15 million decrease in revenue based on revised ridership forecasts that have been challenged by post-pandemic shifts in work commutes, on time performance issues driven by freight interruptions and mechanical failures, and stagnant fares with fare decreases for some rider groups.
- A combined subsidy reduction from LA Metro and OCTA totaling nearly \$9.5 million.
- The remaining annual gap is attributed to annual fixed contract escalators for train operations and services contractors.

Currently, Metrolink is running 164 trains under the optimized schedule that was launched in October 2024. The optimized schedule originally added 32 trains systemwide, a 23% increase, however, subsequent schedule changes to address system performance reduced the number of trains, resulting in a net increase of 22 trains.

As a result of the large revenue gap, SCRRA informed the member agency Chief Executive Officers (CEOs) that service reductions would be needed to recover approximately \$15 million of the \$30 million. The remaining \$15 million revenue gap is expected to be recovered through operational savings, budget adjustments, and a fare increase.

On March 18, 2026, the CEOs were provided with a proposed schedule reduction that was intended to address a \$15 million revenue gap; however, it fell short. This first scenario reduces service by 35% or 60 trains, resulting in an approximately \$11.5 million reduction. At the April 9, 2026, Member Agency Advisory Committee (MAAC) meeting, SCRRA staff indicated that deeper service cuts than originally proposed may be necessary and on April 17, 2026, the member agency CEOs were provided a second schedule that reduces an additional 11 trains. Both proposed schedules would reduce the number of weekday operating trains below what was operating during the pandemic as shown below:

	Pre-Covid (FY 2019/2020)	Covid (FY 2020/2021)	Pre-Optimized (FY 2023/2024)	Optimized (FY 2024/2025)	1st Cut Scenario <i>35% Reduction</i>	2nd Cut Scenario <i>42% Reduction</i>
Trains	169	115	142	164	107	96
Train Operations Budget*	\$153 Million	\$152 Million	\$174 Million	\$183 Million	~\$11.5 Million Reduction	~\$15 Million Reduction

*Excludes Maintenance of Way and Administration & Services

The train impacts to San Bernardino County lines for both scenarios is captured in the following table, followed by a summary of changes by line:

	Weekday			Weekend		
	Current	1st Cut	2nd Cut	Current	1st Cut	2nd Cut
San Bernardino Line	44	26	22	16	12	12
Inland Empire Orange County Line	18	14	8	4	4	6
Riverside Line	10	8	8	0	0	0
Arrow	46	46	42	32	32	26

San Bernardino County Transportation Authority

San Bernardino Line (SBL)

The SBL would be reduced to 50% of the current service provided on weekdays, and 25% on weekends. On weekdays, service would be adjusted to maintain half-hourly to hourly peak service, with off-peak service every 2-3 hours. A second train originating from the Redlands Downtown Station would be added during the a.m. peak, with a return trip during the p.m. peak. On weekends, service is mostly every 2-3 hours, with one five-hour service gap before the final trip to Los Angeles Union Station (LAUS) in the evening. In addition, the weekend schedule proposes a layover of approximately 11-14 minutes at the Pomona North station to change crews before continuing to LAUS. In this second scenario, the weekday trains recommended to be cut average a peak load capacity of 12% in FY 2024/2025, compared to a 23% average of the trains that remain. Weekend data indicates higher usage of morning to late morning trains into LAUS, with a higher concentration of return trips to San Bernardino midafternoon to evening.

Weekday Reductions

- All 10 Montclair flip trains
- Six Inbound Trains: 311 (6:13 a.m.), 325 (9:43 a.m.), 333 (11:43 a.m.), 341 (1:43 p.m.), 345 (2:43 p.m.), and 353 (4:43 p.m.),
- Six Outbound Trains: 304 (7:38 a.m.), 312 (9:38 a.m.), 320 (11:38 a.m.), 328 (1:38 p.m.), 352 (7:38 p.m.), and 356 (8:38 p.m.)

Weekend Reductions

- Four Inbound Trains: 1359 (12:38 p.m.), 1363 (1:38 p.m.), and 1373 (5:38 p.m.)
- One Outbound Train: 1364 (3:38 p.m.)

Inland Empire Orange County Line (IEOC)

Service on the weekdays would be cut by 56%, limiting trains from the Inland Empire to a.m. peak only, and increase by 50% on weekends with the addition of a later afternoon and evening service option to Laguna Niguel and Riverside. In addition, all weekday and weekend IEOC service from San Bernardino, and all service to San Clemente, San Juan Capistrano, and Oceanside would be removed. Weekday IEOC service tends to be more highly commuter focused, supporting riders heavily during peak travel times. During the weekday, peak loads average 4% for the trains proposed to be removed, compared to 34% for the trains that remain. On weekends, riders lean heavily on the later train out of San Bernardino and the earlier return train.

Weekday Reductions

- Two Trains to Laguna Niguel: 811 (9:10 a.m.), 827 (5:10 p.m.)
- Two Trains to Riverside/San Bernardino: 812 (12:27 p.m.), 826 (7:27 p.m.)

Weekend Additions

- One Train to Laguna Niguel: 4:40 p.m.
- One Train to Riverside: 6:57 p.m.

Riverside Line (RVL)

RVL weekday service would be reduced by 20%, with hourly service during the a.m. and p.m. peaks, and the removal of current midday service. The RVL does not currently operate on weekends. The two midday trains proposed to be removed average approximately 25 riders, suggesting a greater need for existing a.m. and p.m. peak trains.

Weekday Reductions

- One Inbound train 419 (12:54 p.m.)
- One Outbound train 400 (10:35 a.m.)

Arrow

Arrow Service was retained in the first scenario, but is proposed to be reduced both weekdays and weekends in the second. Weekday service remains mostly consistent, removing the last late night train while shuffling other trains to maintain one late night option. In doing this, it more noticeably creates an hour gap for a.m. peak service in both directions. While the weekend schedule removes three trains, two of which were late night and operated only between Redlands Downtown and Redlands University, the remaining trains were adjusted to maintain core service across all stations. Due to the reshuffling of trains, the trains proposed to be removed are not listed.

At the CEOs' meeting in April, the CEOs requested that SCRRA convene with the MAAC to propose alternative service schedules that addresses priorities from the member agencies. A special MAAC meeting was held on April 27, 2026, and stemming from the meeting, SCRRA is working to address the member agencies priorities. For SBCTA, this includes:

- Preserving weekday peak commute service on the SBL
- Avoiding weekend layovers in Pomona, which extends the trip time
- Reinstating IEOC service, besides the first two weekday departures from San Bernardino
- Maintaining Arrow connections with current transfer times
- Retaining schedule consistency with the departure from clockface scheduling

Other priorities from member agencies include:

- Maintaining the targeted budget reductions from OCTA and LA Metro, while preserving lines operated by the other member agencies
- Preserving the Antelope Valley Line, and identifying the costs to do so
- Maximizing service on IEOC and the Perris Valley/91 Line, and preserving peak service
- Retaining service beyond Laguna Niguel on IEOC
- Preserving service from East Ventura on the Ventura County Line, and addressing the midday gap

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Besides the revenue issues, several additional factors are affecting the budget development process. Following an analysis of the fare pilot program launched on July 1, 2025, SCRRA is proposing a fare increase to help improve fare revenue recovery. SCRRA has also been experiencing ongoing mechanical issues with the Tier IV F125 locomotives and, on March 23, 2026, implemented a 45-day system wide temporary service reduction. In addition, at the March 27, 2026, SCRRA Board meeting, the Board expressed concerns about reinstating full service after the temporary reduction, only to reduce service later in the year due the budget constraints, particularly when combined with a potential fare increase. As a result, SCRRA extended the temporary service reduction until the Title VI process is completed for both the fare increase and service reductions. The Title VI process launched on May 1, 2026, a virtual public meeting will be held on May 13, 2026, and is anticipated to conclude at the June Board meeting on June 26, 2026. Based on this timeline, in addition to SCRRA's contract obligation to provide its train operations contractor with six months' notice for service reductions greater than 30%, the SCRRA Board approved moving forward with a continuing resolution. As the operations budget continues to be developed, the SCRRA Board and SBCTA staff have requested that the capital budgets be released to the member agencies, and that the Arrow budget be transmitted to SBCTA. Since the second schedule has an impact to the Arrow Service, and until a revised service schedule is finalized, it is uncertain whether the Arrow budget will be transmitted or if it will be contingent on the Metrolink budget.

Despite the budget challenges, the World Cup is beginning in a couple months, and the Olympics are on the horizon. What comes after this budget cycle and future Metrolink service levels is unclear. The Service Growth Development Plan (SGDP) recommended increasing service across the system. Based on the plan, in FY 2028/2029, the San Bernardino Line would operate half-hourly weekday service, and hourly weekend service. The SGDP shows high traffic demand volumes along the San Bernardino Line between San Bernardino and Rancho Cucamonga, and peak loads are at their highest between Rancho Cucamonga and LAUS. Despite the budget challenges, SBCTA has programmed funding needed for Metrolink service.

In addition, in FY 2024/2025, SBCTA has a surplus of \$1.2 million. This surplus is after SBCTA's share of the cost to replace seat covers on the train cars. Staff is recommending utilizing FY 2024/2025 surplus funds to support expanded World Cup service proposed by SCRRA. The expanded service would add 48 additional trains over a 10-day period, covering eight of the match days and two additional LAUS fan zone days, not currently serviced by Metrolink. The systemwide cost is estimated to be approximately \$260,000, excluding revenue generated from the service, and SBCTA's share is anticipated to be a relatively small share, estimated at \$30,000, for approximately nine additional trains. Staff recommends approval to use surplus funds to support this service.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026 or the proposed Budget for Fiscal Year 2026/2027. Metrolink service operations are included in the adopted Budget for Fiscal Year 2025/2026 and funded with Local Transportation Funds, State Transit Assistance Funds, Senate Bill 125 Funds, and State of Good Repair Funds in Program 30, Transit.

Reviewed By:

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

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Responsible Staff:

Nicole Soto, Multimodal Mobility Programs Administrator

Approved
Transit Committee
Date: May 14, 2026

Witnessed By:

TRANSIT COMMITTEE ATTENDANCE RECORD – 2026

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Art Bishop Town of Apple Valley		X	X	X								
Eunice Ulloa City of Chino				X								
Ray Marquez City of Chino Hills		X		X								
Frank Navarro City of Colton		X	X	X								
Aquanetta Warren City of Fontana		X	X									
Bill Hussey City of Grand Terrace		X		X								
Larry McCallon City of Highland		X	X	X								
John Dutrey City of Montclair		X	X									
Alan Wapner City of Ontario		X	X	X								
L. Dennis Michael City of Rancho Cucamonga		X										
Rick Denison Town of Yucca Valley		X	X									
Joe Baca, Jr. Board of Supervisors		X	X									

Communication: Attendance (Additional Information)

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

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

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

Acronym List

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

Acronym List

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