

**AGENDA**  
**Board of Directors Meeting**  
**January 8, 2025**  
**10:00 a.m.**

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

**TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:**

**Big Bear Lake Civic Center**  
**Training Room**  
**39707 Big Bear Boulevard**  
**Big Bear Lake, CA 92315**

**Board of Directors**

**President**

Ray Marquez, Council Member  
*City of Chino Hills*

**Vice-President**

Rick Denison Council Member  
*Town of Yucca Valley*

Daniel Ramos, Mayor Pro Tem  
*City of Adelanto*

Art Bishop, Mayor Pro Tem  
*Town of Apple Valley*

Carmen Hernandez, Council Member  
*City of Barstow*

Rick Herrick, Council Member  
*City of Big Bear Lake*

Eunice Ulloa, Mayor  
*City of Chino*

Frank Navarro, Mayor  
*City of Colton*

Acquanetta Warren, Mayor  
*City of Fontana*

Bill Hussey, Mayor  
*City of Grand Terrace*

Josh Pullen, Council Member  
*City of Hesperia*

Larry McCallon, Council Member  
*City of Highland*

Ronald Dailey, Mayor Pro Tem  
*City of Loma Linda*

John Dutrey, Mayor  
*City of Montclair*

Janet Jernigan, Mayor  
*City of Needles*

Alan Wapner, Council Member  
*City of Ontario*

L. Dennis Michael, Mayor  
*City of Rancho Cucamonga*

Paul Barich, Mayor Pro Tem  
*City of Redlands*

Vacant  
*City of Rialto*

Helen Tran, Mayor  
*City of San Bernardino*

Vacant  
*City of Twentynine Palms*

Rudy Zuniga, Council Member  
*City of Upland*

Debra Jones, Council Member  
*City of Victorville*

Judy Woolsey, Council Member  
*City of Yucaipa*

Paul Cook, Supervisor  
*County of San Bernardino*

Jesse Armendarez, Supervisor  
*County of San Bernardino*

Dawn Rowe, Supervisor  
*County of San Bernardino*

Curt Hagman, Supervisor  
*County of San Bernardino*

Joe Baca, Jr., Supervisor  
*County of San Bernardino*

Catalino Pining, Caltrans  
*Ex-Officio Member*

Ray Wolfe, *Executive Director*

Julianna Tillquist, *General Counsel*

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

**AGENDA**

**Board of Directors**

**January 8, 2025**

**10:00 a.m.**

**LOCATION**

**1170 W. 3rd St., 1<sup>st</sup> Floor Lobby Room, San Bernardino, CA**

**TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:**

**Big Bear Lake Civic Center  
Training Room  
39707 Big Bear Boulevard  
Big Bear Lake, CA 92315**

**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.

**Message from the Clerk:** Pursuant to Government Code 54952.3, today the Board of Directors’ will be acting in the capacity of both the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments (SBCOG). Each Board Member will be entitled to receive a \$100 stipend for doing business as the Authority and a \$100 stipend for doing business as the SBCOG. Compensation rates are set pursuant to the California Public Utilities Code and the SBCOG Bylaws.

**CALL TO ORDER**

(Meeting Chaired by Ray Marquez)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements  
Calendar of Events
- iv. Agenda Notices/Modifications

Pg. 16

**Public Comment**

**Opportunity for members of the public to speak on any subject within the Board’s jurisdiction.**

## **Possible Conflict of Interest Issues**

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

### **1. Information Relative to Possible Conflict of Interest**

Pg. 17

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. November 2024 Procurement Report**

Pg. 19

Receive the November 2024 Procurement Report.

**Presenter: Alicia Bullock**

**This item was received by the General Policy Committee on December 11, 2024.**

### **3. Southern California Regional Rail Authority Appointment Terms**

Pg. 26

The Transit Committee reviewed current appointments to the Southern California Regional Rail Authority (SCRRA) and approved four-year terms going forward. Current SCRRA appointees would have the following initial term expiration dates applied to their appointments: Council Member Alan Wapner, City of Ontario, serving as a primary member, and Mayor John Dutrey, City of Montclair, serving as an alternate member, expiring December 31, 2025; Mayor Pro Tem Larry McCallon, City of Highland, serving as a primary member, and Council Member Ray Marquez, City of Chino Hills, expiring December 31, 2026.

**Presenter: Marleana Roman**

**This item was reviewed and unanimously approved by the Transit Committee on December 12, 2024.**

### **4. Transit and Rail Programs Contract Change Orders to On-Going Contracts**

Pg. 28

Receive and file Change Order Report.

**Presenter: Victor Lopez**

**This item was received by the Transit Committee on December 12, 2024.**

### **5. Project Delivery Contract Change Orders to On-Going Contracts**

Pg. 30

Receive and file Change Order Report.

**Presenter: Kristi Harris**

**This item was received by the Board of Directors Metro Valley Study Session on December 12, 2024.**

## CONSENT CALENDAR

The Consent Calendar will be acted upon as a single motion. Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at Policy Committee meetings and made available for public review as noted in the agenda. No public comment will be allowed on the Consent Calendar, unless the item was not previously reviewed at a policy committee. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up immediately following the vote on the Consent Calendar.

### Consent - Administrative Matters

**6. Fiscal Year 2025/2026 Budget Schedule** Pg. 35

That the Board, acting as the San Bernardino County Transportation Authority and the San Bernardino Council of Governments:

Approve the Fiscal Year 2025/2026 Budget Schedule.

**Presenter: Lisa Lazzar**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2024.**

**7. Appointment to the Independent Taxpayer Oversight Committee** Pg. 37

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

A. Approve the re-appointment of Patrick Morris to the Independent Taxpayer Oversight Committee, with a term ending March 1, 2029.

B. Approve the re-appointment of Cole Jackson, Certified Public Accountant, to the Independent Taxpayer Oversight Committee, with a term ending October 31, 2028.

**Presenter: Lisa Lazzar**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2024.**

**8. Fiscal Year 2024/2025 Budget Action Plan - Second Quarter Report** Pg. 39

Receive the Fiscal Year 2024/2025 Budget Action Plan – Second Quarter Report.

**Presenter: Raymond Wolfe**

**This item was received by the General Policy Committee on December 11, 2024.**

### Consent - Air Quality/Traveler Services

**9. Release of Request for Proposals No. 25-1003218 for Freeway Service Patrol Services** Pg. 51

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

Authorize the Executive Director, or his designee, to release Request for Proposals No. 25-1003218 for the procurement of tow operator services for combined Freeway Service Patrol Beats 11 and 29, with release anticipated in January 2025, subject to approval as to form by General Counsel.

**Presenter: Rana Semaan**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2024. SBCTA General Counsel, Enterprise Risk Manager, and Procurement Manager have reviewed this item and will review the draft Request for Proposals prior to release.**

## Consent - Project Delivery

- 10. Interstate 10 Corridor Freight and Express Lanes Contract 2 Construction and Maintenance Agreement for Kaiser Spur Overpass with Union Pacific Railroad and California Department of Transportation** Pg. 72

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

Authorize the Executive Director, or his designee, to negotiate, finalize, and execute Agreement No. 25-1003211 with Union Pacific Railroad, California Department of Transportation, and SBCTA for defining roles, responsibilities, and funding for the construction and maintenance of the Interstate 10 Corridor Freight and Express Lanes Contract 2 Project at the Kaiser Spur Overpass in the amount of \$187,500, to be funded with Measure I Valley Freeway Program funds, subject to approval as to form by SBCTA General Counsel, or her designee.

**Presenter: Heng Chow**

**This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 12, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item.**

- 11. Interstate 15 Cajon Pass Northbound Corridor Freight Project - Request for Proposals for the preparation of a Project Initiation Document and Project Approval/Environmental Document** Pg. 75

That the Board of Directors, acting as the San Bernardino County Transportation Authority:

Authorize the release of Request for Proposals No. 25-1003243 for preparation of a Project Initiation Document and Project Approval/Environmental Document for the Interstate 15 Cajon Pass Northbound Corridor Freight Project.

**Presenter: Sal Chavez**

**This item was reviewed and recommended for approval (7-0-0) with a quorum present at the Mountain/Desert Policy Committee on December 13, 2024. SBCTA General Counsel, Enterprise Risk Manager, and Procurement Manager have reviewed this item and the draft RFP.**

- 12. Annual Right-of-Way Acquisition Updates** Pg. 109

Receive and file the updated list of right-of-way property acquisitions for Project Delivery Department and Transit and Rail Department projects, which includes changes to the Board of Directors authorized property lists and provides the current listing of San Bernardino County Transportation Authority Eminent Domain actions.

**Presenter: Tracy Escobedo**

**This item was received by the Board of Directors Metro Valley Study Session on December 12, 2024.**

## Consent - Express Lanes

- 13. Interstate 10 Express Lanes Contract 1 Quarterly Report** Pg. 133

Receive and file the December 2024 Interstate 10 Express Lanes Contract 1 Quarterly Report.

**Presenter: Timothy Byrne**

**This item was received by the General Policy Committee on December 11, 2024.**

## **Consent - Regional/Subregional Planning**

### **14. Active Transportation Program Cycle 7 Award List and Twenty Points Allocation** Pg. 178

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

A. Adopt the Metropolitan Planning Organization (MPO) portion of the State Active Transportation Program (ATP) Cycle 7 project award list for the City of Rialto's Safe Routes to School Improvements Project with remaining project applications to serve as contingency projects as ranked in Attachment A.

B. Adopt an additional 20 points allocation in the grant evaluation process to all projects in the MPO portion of the ATP as they have been determined to be consistent with regional plans, which is consistent with the methodology adopted by the SBCTA Board of Directors for ATP Cycles 1 through 6.

**Presenter: Ginger Koblasz**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2024. The Transportation Technical Advisory Committee has been briefed on the results of the Active Transportation Program awards.**

## **Consent - Transit**

### **15. License Agreement No. 25-1003231 - Property One, LLC** Pg. 183

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

Approve License Agreement No. 25-1003231 with Property One, LLC for the maintenance of landscaping and irrigation water lines from west of Tennessee Street to Texas Street in the City of Redlands.

**Presenter: Sheila DeGidio**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on December 12, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft agreement.**

### **16. City of Upland Pacific Electric Trail License on Baldwin Park Branch Right-of-Way** Pg. 231

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

A. Adopt Resolution No. 25-057, reaffirming that the Baldwin Park Branch Right-of-Way (ROW) is reserved for future transportation facility use.

B. Approve Amendment No. 2 to SBCTA License Agreement No. 25-1003216 with the City of Upland for the Pacific Electric Trail located within the Baldwin Park Branch ROW.

**Presenter: Ryan Aschenbrenner**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on December 12, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item, the draft resolution, and the draft amendment.**

### **17. Fiscal Year 2024/2025 Operator Allocation - Mountain Transit** Pg. 242

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

Allocate an additional \$180,000 of Mountain/Desert State Transit Assistance Fund-Population Share to Mountain Transit for a new total of \$7,180,000.

**Presenter: Nancy Strickert**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on December 12, 2024.**

## **Consent - Council of Governments**

### **18. Update to San Bernardino Council of Governments Work Plan** Pg. 244

That the Board, acting as the San Bernardino Council of Governments (SBCOG):

Approve the update to the SBCOG 5-Year Work Plan.

**Presenter: Steve Smith**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee (GPC) on December 11, 2024. The SBCOG 5-Year Work Plan was presented to the SBCOG Board of Directors (Board) for a first review on October 2, 2024, and to the City/County Managers Technical Advisory Committee on October 3, 2024. Final approval was made by the Board on November 6, 2024; however, the December 11, 2024 GPC recommendation provided a technical correction to the original November 6 action.**

## **Consent - Transportation Programming and Fund Administration**

### **19. Summary Report of the Measure I Five-Year Capital Improvement Plans of Member Agencies** Pg. 288

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

Accept the Summary Report of the Measure I Five-Year Capital Improvement Plans for Local Pass-Through Funds for Member Agencies for Fiscal Year (FY) 2024/2025 through FY 2028/2029.

**Presenter: Marc Lucius**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2024.**

### **20. 2025 Update to the 10-Year Delivery Plan Rural Mountain/Desert Subareas Projects** Pg. 326

Receive information on the proposed Rural Mountain/Desert Subareas Major Local Highway Projects Program Proposed Project List for the 2025 Update to the 10-Year Delivery Plan.

**Presenter: Andrea Zureick**

**This item was received by the Mountain/Desert Policy Committee on December 13, 2024.**

### **21. 2025 Update to the 10-Year Delivery Plan Victor Valley Subarea Projects** Pg. 332

Receive information on the proposed Victor Valley Subarea Major Local Highway Projects Program Proposed Project List for the 2025 Update to the 10-Year Delivery Plan.

**Presenter: Andrea Zureick**

**This item was received by the Mountain/Desert Policy Committee on December 13, 2024.**

### **22. 2025 Update to the 10-Year Delivery Plan - Valley Transit Programs** Pg. 343

Receive report on the planned update to the 10-Year Delivery Plan for the San Bernardino Valley Metrolink/Rail Service Program and San Bernardino Valley Express Bus/Bus Rapid Transit Service Program.

**Presenter: Andrea Zureick**

**This item was received by the Transit Committee on December 12, 2024.**

**23. 2025 Update to the 10-Year Delivery Plan - Cajon Pass and Valley Highway Programs** Pg. 349

Receive report on the planned update to the 10-Year Delivery Plan for the Cajon Pass Program and Valley Freeway Projects Program, Freeway Interchange Projects Program, and Valley Major Streets Program.

**Presenter: Andrea Zureick**

**This item was received by the Board of Directors Metro Valley Study Session on December 12, 2024.**

**Consent Calendar Items Pulled for Discussion**

**Items removed from the Consent Calendar shall be taken under this item in the order they were presented on the agenda.**

**DISCUSSION ITEMS**

**Discussion - Administrative Matters**

**24. Establish Ad Hoc Committee and Board Member Appointments** Pg. 355

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments (SBCOG):

A. Approve the establishment of an Ad Hoc Committee for selection of the next SBCTA/SBCOG Executive Director, composed of members appointed by the Board President with a term through June 30, 2025.

B. Approve the reappointment of Council Member Ray Marquez, City of Chino Hills, to serve on the Gold Line Phase II Joint Powers Authority as the alternate member, for a two-year term expiring December 31, 2026.

C. Approve the reappointment of Council Member Larry McCallon, City of Highland, to serve on the Mobile Source Air Pollution Reduction Review Committee (MSRC) as the primary member, for a two-year term expiring December 31, 2026.

D. Approve the reappointment of Mayor John Dutrey, City of Montclair, to serve on the MSRC as the alternate member, for a two-year term expiring December 31, 2026.

E. Approve the appointment of Mayor L. Dennis Michael, City of Rancho Cucamonga, to serve on The Sam and Alfreda L. Maloof Foundation for Arts and Crafts, for a two-year term expiring December 31, 2026.

F. Approve the reappointment of Council Member Ray Marquez, City of Chino Hills, to serve on the SR 91 Advisory Committee as an Ex-Officio representative, for a two-year term expiring December 31, 2026.

G. Note the Presidential appointment of the following members to serve on the SBCTA Transit Committee, for two-year terms expiring December 31, 2026: Mayor Eunice Ulloa, City of Chino; Mayor Bill Hussey, City of Grand Terrace; Supervisor Joe Baca Jr., 5<sup>th</sup> District; Council Member Rick Denison, Town of Yucca Valley; and Mayor Pro Tem Art Bishop, Town of Apple Valley.

H. Note the Presidential appointment of the following members to serve on the SBCTA Legislative Policy Committee, for two-year terms expiring December 31, 2026: Mayor Pro Tem Art Bishop, Town of Apple Valley; Council Member Larry McCallon, City of Highland; and Supervisor Paul Cook, 1<sup>st</sup> District.

I. Note the Presidential appointment of Mayor Pro Tem Daniel Ramos, City of Adelanto, to serve on the SBCOG Ad Hoc Committee, for a term ending June 30, 2025.



Agenda Item 24 (cont.)

J. Note the Presidential appointment of Mayor John Dutrey, City of Montclair, to serve on the Housing Trust Ad Hoc Committee, for a term ending December 31, 2025.

K. Note the Presidential appointment of Council Member Alan Wapner, City of Ontario, to serve on the California Association of Councils of Governments (CALCOG) Board of Directors, for a two-year term expiring December 31, 2026.

L. Note the Presidential appointments of Mayor Bill Hussey, City of Grand Terrace; to serve on the Inland Regional Energy Network (I-REN) Executive Committee, for a one-year term expiring December 31, 2025, and Mayor Pro Tem Art Bishop, Town of Apple Valley and Supervisor Curt Hagman, 4<sup>th</sup> District, each for a term expiring December 31, 2026.

M. Note the Presidential appointment of Mayor John Dutrey, City of Montclair, to serve on the Metro Gold Line Foothill Extension Construction Authority as the primary member, for a two-year term expiring on December 31, 2026.

N. Note the Presidential appointment of Supervisor Jesse Armendarez, 2<sup>nd</sup> District, to serve on the Southern California Association of Governments (SCAG) Community, Economic and Human Development Policy Committee, for a term expiring December 31, 2025.

O. Note the opportunity for one Board Member to serve on the One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority, for a four-year term expiring December 31, 2028.

P. Note the opportunity for one Board Member to serve on the Metro Gold Line Foothill Extension Construction Authority as the alternate member, for a two-year term expiring on December 31, 2026.

**Presenter: Marleana Roman**

**This item has not received prior policy committee or technical advisory committee review. This item is being brought straight to Board so that the full Board is apprised of Presidential appointments made, approve appointments under Board authority, and to take action to establish a new Ad Hoc Committee.**

**25. Presentation of the Annual Comprehensive Financial Report for Fiscal Year 2023/2024** Pg. 360

Receive the San Bernardino County Transportation Authority's Annual Comprehensive Financial Report, Audit of the Local Transportation Fund of the County of San Bernardino, Audit of the State Transit Assistance Fund of the County of San Bernardino, and Single Audit Compliance Report for Fiscal Year 2023/2024.

**Presenter: Lisa Lazzar**

**This item has not received prior policy committee or technical advisory committee review. The audit progress, procedures, and deliverables were discussed with the Executive Board on December 12, 2024.**

**Discussion - Transit**

**26. Los Angeles County Metropolitan Transportation Authority's Link US Project Funding Update** Pg. 364

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

A. Receive and file a funding update on Los Angeles County Metropolitan Transportation Authority's Link Union Station Project, ~~and provide direction as appropriate.~~

**B. Direct the Executive Director to not support a financial contribution to the Link Union Station Project until the costs and benefits to SBCTA are defined.**

**Presenter: Victor Lopez**

Agenda Item 26 (cont.)

**This item was reviewed by the Transit Committee on December 12, 2024. The Transit Committee unanimously recommended that the Board direct the Executive Director to not support a financial contribution to the Project until the costs to San Bernardino County Transportation Authority are known. Staff recommends that no financial contribution be supported unless it is demonstrated that the Project would benefit the San Bernardino Line.**

**Discussion - Project Delivery**

**27. State Route 60 Central Avenue Interchange Establish Existing Planting Project - Award Contract No. 24-1003176** Pg. 375

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

A. Award Contract No. 24-1003176 to Mariposa Landscapes, Inc., to Establish Existing Planting (EEP) for the landscaping on State Route 60 Central Avenue Interchange in an amount not-to-exceed \$752,930, to be funded with Measure I Valley Freeway Interchange Program funds and City of Chino local funds.

B. Approve an 8% contingency amount of \$60,000 and a supplemental item allowance of \$10,000 for a total allowance of \$70,000, and authorize the Executive Director, or his designee, to release such funds as necessary for the duration of the contract.

**Presenter: Paul Melocoton**

**This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its January 8, 2025 meeting pursuant to Contracting and Procurement Policy No. 11000, Section V.B.2.d, as this is a construction contract award to the lowest responsive responsible bidder. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contract.**

**Discussion - Regional/Subregional Planning**

**28. Memoranda of Understanding for Regional Early Action Planning Grants 2.0 between Southern California Association of Governments and San Bernardino County Transportation Authority / San Bernardino Council of Governments** Pg. 405

That the Board, acting as the San Bernardino County Transportation Authority and the San Bernardino Council of Governments:

A. Receive an update on unforeseen liability considerations regarding Memoranda of Understanding (MOUs) with Southern California Association of Governments (SCAG).

B. Authorize the Executive Director, or his designee, to negotiate and execute, subject to General Counsel's approval as to form, MOUs with SCAG for Regional Early Action Planning (REAP) Grants 2.0 funding.

C. Authorize the Executive Director, or his designee, to negotiate and execute, subject to General Counsel's approval as to form, MOUs and funding agreements with member jurisdictions for REAP 2.0 programs.

**Presenter: Ryan Graham**

**This item has not received prior policy committee or technical advisory committee review. Because of the extremely tight deadline associated the REAP 2.0 grant funding, it is being presented directly to the Board. SBCTA General Counsel has reviewed this item and draft Memorandum of Understanding.**

**29. Presentation from SCAQMD on Amended Rules 1111 and 1121 and Adoption of Resolution No. 25-059** Pg. 433

That the Board, acting as the San Bernardino Council of Governments:

A. Receive a presentation on two proposed rules of the South Coast Air Quality Management District (SCAQMD): Proposed Amended Rule 1111 (*Reduction of nitrogen oxide (NOx) Emissions from Natural Gas-Fired Furnaces*) and Proposed Amended Rule 1121 (*Reduction of NOx Emissions from Small Natural Gas-Fired Water Heaters*).

B. Adopt Resolution No. 25-059 in opposition to SCAQMD Proposed Rules 1111 and 1121.  
**Presenter: Otis Greer**

**This item has not received prior policy committee or technical advisory committee review. SBCOG General Counsel has reviewed this item and the draft resolution.**

**Comments from Board Members**

Brief Comments from Board Members

**Executive Director's Comments**

Brief Comments from the Executive Director

**ADJOURNMENT**

**Additional Information**

Attendance Pg. 437  
Acronym List Pg. 439

**Agency Reports**

Mobile Source Air Pollution Reduction Review Committee Report Pg. 442

**Committee Membership**

Representatives on SCAG Committees Pg. 446  
Appointments to External Agencies Pg. 447  
Committee Membership Pg. 449

**Mission Statement**

Mission Statement Pg. 455

## 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](mailto:clerkoftheboard@gosbcta.com) and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

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

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

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

**Agendas** – All agendas are posted at [www.gosbcta.com/board/meetings-agendas/](http://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. 3<sup>rd</sup> Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

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

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

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item, except Board agenda items that were previously considered at a Policy Committee meeting where there was an opportunity for public comment. Individuals in attendance at SBCTA who desire to speak on an item may complete and turn in a "Request to Speak" form, specifying each item an individual wishes to speak on. Individuals may also indicate their desire to speak on an agenda item when the President asks for public comment. When recognized by the President, speakers should be prepared to step forward and announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The President or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Any individual who wishes to share written information with the Board may provide 35 copies to the Clerk of the Board for distribution. If providing written information for distribution to the Board, such information must be emailed to the Clerk of the Board, at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com), no later than 5:00 pm the day before the meeting in order to allow sufficient time to distribute the information. Information provided as public testimony is not read into the record by the Clerk. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda. Any consent item that is pulled for discussion shall be treated as a discussion item, allowing further public comment on those items.

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

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

Your cooperation is appreciated!

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

**Attendance.**

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

**Basic Agenda Item Discussion.**

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

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

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

### **Amendment or Substitute Motion.**

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

### **Call for the Question.**

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

### **The Chair.**

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

### **Courtesy and Decorum.**

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

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



# Important Dates to Remember...

## January 2025

**SBCTA Meetings – Cancelled:** General Policy Committee  
 Legislative Policy Committee  
 Transit Committee  
 Metro Valley Study Session  
 Mountain/Desert Policy Committee

<b>SBCTA Meetings – Scheduled:</b>			
General Policy Committee	CANCELLED	---	SBCTA Lobby, 1st Floor
Legislative Policy Committee	CANCELLED	---	SBCTA Lobby, 1st Floor
Transit Committee	CANCELLED	---	SBCTA Lobby, 1st Floor
Metro Valley Study Session	CANCELLED	---	SBCTA Lobby, 1st Floor
Mountain/Desert Committee	CANCELLED	---	Mojave Desert AQMD

<b>Other Meetings/Events:</b>			
None			

**SBCTA Offices will be CLOSED:**

- **Wednesday, January 1, 2025 – New Year’s Day**
- **Monday, January 20, 2025 – Martin Luther King Holiday**

For additional information, please call SBCTA at (909) 884-8276



## *Minute Action*

AGENDA ITEM: 1

**Date:** *January 8, 2025*

**Subject:**

Information Relative to Possible Conflict of Interest

**Recommendation:**

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

**Background:**

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

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
7	N/A	Patrick Morris: <i>Former Mayor, City of San Bernardino</i>	None
		Cole Jackson: <i>Partner, Reiss, Jackson, &amp; Jamison LLP</i>	
10	25-1003211	Union Pacific Railroad <i>Kenneth Tom</i>	Benesch
		California Department of Transportation	None
14	N/A	City of Rialto	None
15	25-1003231	Property One, LLC <i>Donald J. Berry, Jr.</i>	None
16	25-1003216-02	City of Upland	None
17	Allocation	Mountain Transit	None
26	N/A	Los Angeles County Metropolitan Transportation Authority	
27	24-1003176	Mariposa Landscapes, Inc. <i>Terry Noriega</i>	None
28	MOU	Southern California Association of Governments	

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

29	N/A	South Coast Air Quality Management District	None
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***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:***

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Approved  
Board of Directors  
Date: January 8, 2025  
Witnessed By:

## *Minute Action*

AGENDA ITEM: 2

**Date:** *January 8, 2025*

**Subject:**

November 2024 Procurement Report

**Recommendation:**

Receive the November 2024 Procurement Report.

**Background:**

The Board of Directors (Board) adopted the Contracting and Procurement Policy No. 11000 on January 3, 1997, and approved the last revision on January 4, 2023. The Board authorized the Executive Director, or his designee, to approve: a) contracts and purchase orders up to \$100,000; b) Contract Task Orders (CTO) up to \$500,000 and for CTOs originally \$500,000 or more, increasing the CTO amount up to \$250,000; c) amendments with a zero dollar value; d) amendments to exercise the option term if the option term was approved by the Board in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract or purchase order value of \$100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board; and g) release Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation for Bids (IFB) for proposed contracts from which funding has been approved and the solicitation has been listed in the Annual Budget, and are estimated not-to-exceed \$1,000,000.

The Board further authorized General Counsel to award and execute legal services contracts up to \$100,000 with outside counsel as needed, and authorized Department Directors to approve and execute Contingency Amendments that do-not-exceed contingency amounts authorized by the Board of Directors.

Lastly, the Board of Directors authorized CityCom Real Estate Services, Inc. (CityCom) to issue contracts and purchase orders.

Below is a summary of the actions taken by SBCTA authorized staff:

- Two new contracts were executed.
- Four contract amendments were executed.
- One CTO was executed.
- One CTO amendment was executed.
- One contingency amendment was executed.
- One contingency increase was approved.
- No IFBs or RFPs were released.
- Eight purchase orders were executed.
- No purchase order amendments were executed.

Below is a summary of the actions taken by CityCom:

- No new contracts were executed.
- Two new purchase orders were executed.

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

A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director, and/or General Counsel during the month of November 2024 are presented herein as Attachment A, all RFPs and IFBs are presented in Attachment B, and all CityCom’s contracts and purchase orders are presented in Attachment C.

**Financial Impact:**

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

**Reviewed By:**

This item was received by the General Policy Committee on December 11, 2024.

**Responsible Staff:**

Alicia Bullock, Procurement Manager

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Approved  
Board of Directors  
Date: January 8, 2025  
Witnessed By:

**Attachment A - 1**  
**November 2024 Contract/Amendment/CTO Actions**

Type	Contract Number	Amendment/CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-Call Contract Amount*
New Agreement	25-1003194		Southcoast Acoustical Interiors, Inc.	Conference Room Soundproofing.	\$ 22,125.00	\$ -	\$ -	\$ 22,125.00	N/A
New Agreement	25-1003226		Shaw HR Consulting, Inc.	Disability Compliance Management Services.	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	N/A
Contract Amendment	24-1003038	1	California Transportation Commission/California Department of Transportation	Baseline Agreement Amendment to divide electronic Project Programming Request on ZE component for the US 395 Freight and Mobility Safety Project, Phase 2.	\$ -	\$ -	\$ -	\$ -	N/A
Contract Amendment	24-1003045	1	City of Twentynine Palms	Update Recital D, Attachment A: Description of Project and Milestones, and Attachment B: Summary of Estimates Costs for the State Route 62 Raised Median Project Phase 2B Funding Agreement.	\$ 495,000.00	\$ -	\$ -	\$ 495,000.00	N/A
Contract Amendment	24-1003173	1	Vasquez and Company LLP	Audit Services for Measure I and Transportation Development Act Funds.	\$ 590,184.00	\$ -	\$ 30,000.00	\$ 620,184.00	N/A
Contract Amendment	21-1002543	3	San Bernardino Historic and Pioneer Society	Museum Space Lease Agreement.	\$ 9,180.00	\$ -	\$ 3,060.00	\$ 12,240.00	N/A
CTO	19-1002203	4	Trapeze Software Group, Inc.	Update Regional Rideshare Software's Average Vehicle Ridership Survey Module to accommodate SCAQMD Rule 2202.	\$ 25,080.00	\$ -	\$ -	\$ -	\$1,983,370 (available \$393,797.24)
CTO Amendment	23-1002995	23.1	Costin Public Outreach Group	To provide ongoing environmental outreach and grant pursuit support for the Ontario Connector Project.	\$ 65,000.00		\$ 57,900.00	\$ 122,900.00	\$5,000,000 (available \$2,212,440.00)

Attachment: November 2024 Procurement Report - PDF (11186 : November 2024 Procurement Report)

\*Total amount authorized for the associated on-call services bench which is typically shared with multiple vendors and controlled via contract task orders (CTO).

**Attachment A - 2**  
**November 2024 Contingency Released Actions**

<b>Contract No. &amp; Contingency No.</b>	<b>Reason for Contingency Amendment (Include a Description of the Contingency Amendment)</b>	<b>Vendor Name</b>	<b>Original Contract Amount</b>	<b>Prior Amendments</b>	<b>Prior Contingencies</b>	<b>Current Contingencies</b>	<b>Amended Contract Amount</b>
22-1002775 No. 0C	US 395 Phase 2 Plans, Specifications and Estimates Project - Additional Aerial Survey and Utility Potholes.	AECOM Technical Services, Inc.	\$ 710,441.31	\$ -	\$ 103,847.19	\$ 99,039.15	\$ 507,554.97
19-1002026	Interstate 215 Segments 1, 2 & 3 Landscape Maintenance Establish Existing Planting - Construction Contingency not-to-exceed amount Increased.	Diversified Landscape, Inc.	\$ 1,451,300.00	\$ -	\$ 145,130.00	\$ 85,398.34	\$230,528.34 (revised total not-to-exceed contingency amount)

**Attachment B**  
**November 2024 RFP's, RFQ's and IFB's**

Release Date	RFP/RFQ/IFB No.	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
None				

## Attachment A - 3

## November 2024 Purchase Order and Purchase Order Amendment Actions

Type	PO No.	PO Posting Date	Vendor Name	Description of Services	Original Purchase Order Amount	Prior Amendments	Current Amendment	Total Purchase Order Amount
New PO	4002558	11/7/2024	Brown Armstrong Accountancy, Corporation	Measure I TDA Audit Services - Needles.	\$ 971.25			\$ 971.25
New PO	4002559	11/7/2024	Brown Armstrong Accountancy, Corporation	Measure I TDA Audit Services - VVTA.	\$ 631.25			\$ 631.25
New PO	4002562	11/15/2024	11:11 Systems	Disaster Recovery Service for Information Technology Network.	\$ 29,550.54			\$ 29,550.54
New PO	4002563	11/15/2024	Golden Star Technology, Inc.	KNOWBE4 Phishing Tests/Training.	\$ 4,590.00			\$ 4,590.00
New PO	4002564	11/15/2024	CDW Government, LLC.	VEEAM Software Annual License.	\$ 4,100.16			\$ 4,100.16
New PO	4002565	11/15/2024	CDW Government, LLC.	Adobe Sign Annual Renewal.	\$ 2,236.50			\$ 2,236.50
New PO	4002566	11/18/2024	CDW Government, LLC.	Adobe Acrobat and Creative Cloud Annual Renewal.	\$ 15,500.00			\$ 15,500.00
New PO	4002567	11/18/2024	Oracle America, Inc.	Primavera P6 Software Annual License Renewal.	\$ 1,870.00			\$ 1,870.00



**Attachment C**  
**November 2024 CityCom's Issued Purchase Orders/Contracts**

<b>PO/Contract No.</b>	<b>Vendor Name</b>	<b>Description of Services</b>	<b>Total Amount</b>
PO SBCTA50774	Weatherite Corp.	Add secondary drain pan - Part of HVAC upgrade.	\$ 4,259.00
PO SBCTA50870	Weatherite Corp.	Upgrade faulty controls.	\$ 2,510.00

## *Minute Action*

AGENDA ITEM: 3

***Date:*** January 8, 2025

***Subject:***

Southern California Regional Rail Authority Appointment Terms

***Recommendation:***

The Transit Committee reviewed current appointments to the Southern California Regional Rail Authority (SCRRA) and approved four-year terms going forward. Current SCRRA appointees would have the following initial term expiration dates applied to their appointments: Council Member Alan Wapner, City of Ontario, serving as a primary member, and Mayor John Dutrey, City of Montclair, serving as an alternate member, expiring December 31, 2025; Mayor Pro Tem Larry McCallon, City of Highland, serving as a primary member, and Council Member Ray Marquez, City of Chino Hills, expiring December 31, 2026.

***Background:***

With the outcome of the recent election and the turnover of San Bernardino County Transportation Authority (SBCTA) Board Members, staff took the opportunity to look at how expiring terms and appointments are managed. An item was presented at the December 4, 2024 Board of Directors (Board) meeting, which listed all Board Member appointment opportunities to serve and provided notice of intent to define terms of Board Member appointments to the Southern California Regional Rail Authority (SCRRA) Board, which governs Metrolink.

SBCTA appoints two primary members and two alternate members to serve on SCRRA, which is a Joint Powers Authority made up of an 11-member Board representing the Transportation Commissions of Los Angeles, Orange, Riverside, San Bernardino and Ventura counties. The SCRRA primary and alternate members serve on the Transit Committee concurrent with their term on the SCRRA Board of Directors, as appointed by the SBCTA Board; however, there is no defined term for these appointments. Members continue to serve until they are no longer serving on the SBCTA Board. Members of the SCRRA Board receive a stipend of \$100, paid by SCRRA, for participation.

The current members appointed by SBCTA to serve on SCRRA's Board are as follows:

- Mayor Pro Tem Larry McCallon, City of Highland, primary member since February 2014.
- Council Member Alan Wapner, City of Ontario, primary member since January 2018.
- Council Member Ray Marquez, City of Chino Hills, alternate member since April 2018.
- Mayor John Dutrey, City of Montclair, alternate member since March 2019.

It was recommended that the Transit Committee apply a term expiration of December 31, 2025 to one primary and one alternate appointment, and apply a term expiration of December 31, 2026 for the other primary and alternate appointments. The appointed members may request reappointment.

In accordance with the SCRRA Bylaws, the Chair, Vice-Chair, and 2<sup>nd</sup> Vice-Chair assignments rotate between its five member agencies, with each having two-year terms. Considering the SCRRA leadership rotation and the importance of ensuring SBCTA is well-represented on the SCRRA Board, perhaps four- or six-year terms may be more appropriate. However, because the

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

January 8, 2025

Page 2

four appointments to SCRRA comprise one-third of the Transit Committee, staff felt it was important to bring this issue forward to the Transit Committee for discussion.

***Financial Impact:***

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

***Reviewed By:***

This item was reviewed and unanimously approved by the Transit Committee on December 12, 2024.

***Responsible Staff:***

Marleana Roman, Clerk of the Board

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Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

## *Minute Action*

AGENDA ITEM: 4

**Date:** *January 8, 2025*

**Subject:**

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

**Recommendation:**

Receive and file Change Order Report.

**Background:**

San Bernardino County Transportation Authority (SBCTA) Department of Transit and Rail Programs has two ongoing construction contracts, one procurement of major equipment contract and one vehicle procurement contract, of which one had a Construction Change Order (CCO) approved since the last reporting to the Transit Committee on November 14, 2024. The CCO are listed below:

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

1) CCO 009: Hydrant and Water Improvement Revisions. (-\$66,380)

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 2024/2025.

**Reviewed By:**

This item was received by the Transit Committee on December 12, 2024.

**Responsible Staff:**

Victor Lopez, Director of Transit & Rail Programs

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Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

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*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)		
	Description	Amount
9	Hydrant & Water Improvement Revisions	(\$66,380.0
	CCO Total	(\$15,746.7
	Approved Contingency	\$11,995,991.0
	Remaining Contingency	\$12,011,737.7
ZEMU - Arrow Maintenance Facility (AMF) Construction Upgrade Project, Metro Builders & Engineers Group, Ltd. (23-1002922)		
	Description	Amount
	CCO Total	\$0.0
	Approved Contingency	\$962,657.7
	Remaining Contingency	\$962,657.7
ZEMU - Arrow Maintenance Facility (AMF) Procurement Upgrade Project, Proterra Builders, Inc. (23-1002961)		
	Description	Amount
	CCO Total	\$0.0
	Approved Contingency	\$56,280.0
	Remaining Contingency	\$56,280.0
ZEMU- Vehicle Procurement Stadler (20-1002310)		
	Description	Amount
	CCO Total	\$2,592,169.0
	Approved Contingency	\$3,487,482.0
	Remaining Contingency	\$895,313.0

Attachment: Contract Change Order 10176 November 2024final (11176 : Transit and Rail Programs Contract Change Orders to On-Going

## *Minute Action*

AGENDA ITEM: 5

**Date:** *January 8, 2025*

**Subject:**

Project Delivery Contract Change Orders to On-Going Contracts

**Recommendation:**

Receive and file Change Order Report.

**Background:**

San Bernardino County Transportation Authority (SBCTA) Department of Project Delivery has 12 on-going construction contracts, of which five have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on November 14, 2024. The CCOs are listed below:

A. Contract No. 19-1002078 with Guy F. Atkinson Construction, LLC, for the State Route (SR) 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project: There are no newly executed CCOs since last report.

B. Contract No. 19-1002196 with Security Paving Company, Inc., for the SR 60 Central Avenue Interchange Project: There are no newly executed CCOs since last report.

C. Contract No. 19-1002026 with Diversified Landscape Company, for the Interstate 215 Segments 1, 2 and 3 Establish Existing Planting Project: There are no newly executed CCOs since last report.

D. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for the Interstate 10 (I-10) Corridor Contract 1 Design Build Contract:

1) CCO 165: Additional work for overhead sign changes. (\$45,163)

E. Contract 23-1002869 with SEMA Construction, Inc., for the I-10 Eastbound Truck Climbing Lane:

1) CCO 2.1: Resolution of deferred time. (\$0)

F. Contract 16-1001461 with Pulice Construction, Inc., for the Monte Vista Avenue Grade Separation Project: There are no newly executed CCOs since last report.

G. Contract No. 18-1001966 with Traylor-Granite Joint Venture, for the Mount Vernon Avenue Viaduct Project Design Build: There are no newly executed CCOs since last report.

H. Contract No. 20-1002290 with SEMA Construction, Inc., for the I-10 University Street Interchange Improvements Project: There are no newly executed CCOs since last report.

I. Contract No. 21-1002620 with Ortiz Enterprises, Inc., for the I-10 Alabama Street Interchange Improvements Project: There are no newly executed CCOs since last report.

J. Contract No. 23-1002919 with Griffith Company, for the Construction of the Metrolink Active Transportation Program Phase II Project:

1) CCO 8: Size change for decorative signposts. (\$6,335.98)

*Entity: San Bernardino County Transportation Authority*

K. Contract No. 22-1002784 with Security Paving Company, Inc., for the I-10 Cedar Avenue Improvement Project:

- 1) CCO 45: Design modification at retaining wall 17. (\$63,927.50)
- 2) CCO 51: Revisions to drainage system 20 and modification of road profile. (\$13,445.98)
- 3) CCO 59: Installation of fence at secure recreational vehicle storage. (\$15,000)

L. Contract No. 22-1002780 with Skanska USA Civil West California District, Inc., for the North 1<sup>st</sup> Avenue Bridge Over BNSF Project:

- 1) CCO 23: Roadway section changes. (-\$47,210)

**Financial Impact:**

This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0823 I-10 Corridor Contract 1, Sub-Task No. 0854 I-10 Eastbound Truck Climbing Lane, Sub-Task No. 0811 North 1st Avenue over BNSF, Sub-Task No. 0810 Metrolink ATP Phase 2, and Sub-Task No. 0897 I-10 Cedar.

**Reviewed By:**

This item was received by the Board of Directors Metro Valley Study Session on December 12, 2024.

**Responsible Staff:**

Kristi Harris, Director of Project Delivery

Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

<b>Project Delivery Contracts Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
SR 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation (19-1002078)		
Number	Description	Amount
	CCO Total	\$24,789,630.30
	Approved Contingency	\$34,927,790.07
	Remaining Contingency	\$10,138,159.77
SR 60 Central Avenue Interchange (19-1002196)		
Number	Description	Amount
	CCO Total	\$1,457,424.91
	Approved Contingency	\$2,912,039.00
	Remaining Contingency	\$1,454,614.09
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
Number	Description	Amount
	CCO Total	\$148,743.56
	Approved Contingency	\$1,451,300.00
	Remaining Contingency	\$1,302,556.44
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
165	Additional work for overhead sign changes.	\$45,163.00
	CCO Total	\$17,785,495.61
	Approved Contingency	\$51,369,000.00
	Remaining Contingency	\$33,583,504.39



<b>Project Delivery Contracts Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
I-10 Eastbound Truck Climbing Lane (23-1002869)		
Number	Description	Amount
2.1	Resolution of deferred time.	\$0.00
	CCO Total	\$978,324.37
	Approved Contingency	\$3,731,253.00
	Remaining Contingency	\$2,752,928.63
Monte Vista Avenue Grade Separation (16-1001461)		
Number	Description	Amount
	CCO Total	\$869,302.95
	Approved Contingency	\$2,498,958.60
	Remaining Contingency	\$1,629,655.65
Mount Vernon Avenue Viaduct (18-1001966)		
Number	Description	Amount
	CCO Total	\$15,063,976.99
	Approved Contingency	\$17,230,000.00
	Remaining Contingency	\$2,166,023.01
I-10 University Street Interchange Improvements (20-1002290)		
Number	Description	Amount
	CCO Total	\$1,211,725.45
	Approved Contingency	\$1,500,590.00
	Remaining Contingency	\$288,864.55
I-10 Alabama Street Interchange Improvements (21-1002620)		
Number	Description	Amount
	CCO Total	\$727,529.33
	Approved Contingency	\$1,338,886.33
	Remaining Contingency	\$611,357.00

<b>Project Delivery Contracts Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
Metrolink Active Transportation Program Phase II Project (23-1002919)		
Number	Description	Amount
8	Size change for decorative signposts.	\$6,335.98
CCO Total		\$75,535.98
Approved Contingency		\$900,661.70
Remaining Contingency		\$825,125.72
I-10 Cedar Avenue Improvement (22-1002784)		
Number	Description	Amount
45	Design modification at retaining wall 17.	\$63,927.50
51	Revisions to drainage system 20 and modification of road profile.	\$13,445.98
59	Installation of fence at secure recreational vehicle storage.	\$15,000.00
CCO Total		(\$1,025,215.81)
Approved Contingency		\$8,098,400.00
Remaining Contingency		\$16,158.80
North 1st Avenue Bridge Over BNSF (22-1002780)		
Number	Description	Amount
23	Roadway section changes.	(\$47,210.00)
CCO Total		\$1,278,038.77
Approved Contingency		\$3,561,922.00
Remaining Contingency		\$2,283,883.23

## *Minute Action*

AGENDA ITEM: 6

***Date:*** January 8, 2025

***Subject:***

Fiscal Year 2025/2026 Budget Schedule

***Recommendation:***

That the Board, acting as the San Bernardino County Transportation Authority and the San Bernardino Council of Governments:

Approve the Fiscal Year 2025/2026 Budget Schedule.

***Background:***

The preparation of the Fiscal Year (FY) 2025/2026 Budget requires a schedule for the development, consideration, and adoption of the final budget appropriations. The General Policy Committee is primarily responsible for policy input for the development and review of the budget. Other policy committees are also scheduled to consider proposed tasks under their purview.

A Board of Directors (Board) Budget Workshop will be scheduled in conjunction with the May 2025 Board meeting for consideration of the proposed budget. The final budget adoption for FY 2025/2026 is scheduled for the June 2025 Board meeting. The attached schedule is similar to the prior year except that it moves the presentation of the overview and task back by one month to allow staff time to ensure accurate information.

***Financial Impact:***

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

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2024.

***Responsible Staff:***

Lisa Lazzar, Chief Financial Officer

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Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

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

**Budget Schedule  
Fiscal Year 2025/2026**

<b><u>DATE</u></b>	<b><u>ACTIVITY</u></b>
December 11, 2024	General Policy Committee Review and Discussion of 2025/2026 Budget Schedule
January 8, 2025	Board Approval of 2025/2026 Budget Schedule
March 13, 2025	Metro Valley Study Session General Overview by Region
March 21, 2025	Mountain/Desert Committee General Overview by Region
April 9, 2025	General Policy Committee Review of Tasks
April 10, 2025	Transit Committee Review of Tasks
April 10, 2025	Metro Valley Study Session Review of Tasks
April 18, 2025	Mountain/Desert Committee Review of Tasks
May 7, 2025	Budget Presentation and Workshop of the Proposed Budget in Conjunction with Board of Directors' Meeting Adoption of the Council of Governments' Fiscal Year 2025/2026 Budget
May 14, 2025	General Policy Committee Further Review of Tasks, if Required
May 15, 2025	Transit Committee Further Review of Tasks, if Required
May 15, 2025	Metro Valley Study Session Further Review of Tasks, if Required
May 16, 2025	Mountain/Desert Committee Further Review of Tasks, if Required
June 4, 2025	Public hearing on SBCTA's Recommended Budget for Fiscal Year 2025/2026 and Board of Directors Adoption of the SBCTA Fiscal Year 2025/2026 Budget.

## *Minute Action*

AGENDA ITEM: 7

**Date:** *January 8, 2025*

**Subject:**

Appointment to the Independent Taxpayer Oversight Committee

**Recommendation:**

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

- A. Approve the re-appointment of Patrick Morris to the Independent Taxpayer Oversight Committee, with a term ending March 1, 2029.
- B. Approve the re-appointment of Cole Jackson, Certified Public Accountant, to the Independent Taxpayer Oversight Committee, with a term ending October 31, 2028.

**Background:**

The Independent Taxpayer Oversight Committee (ITOC) was authorized as part of the Measure I Ordinance approved by the voters. The ITOC is a five-member body with particular experience and expertise that would aid them in reviewing the implementation of the Measure I expenditure plan. There are two positions with terms that are expiring that wish to extend membership on the ITOC. Additionally, there is an upcoming vacancy occurring as of December 31, 2024, for a member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure "I" funding.

Patrick Morris, the former Mayor of San Bernardino and a member of the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board), is seeking to renew his membership on the committee for an additional term. Mr. Morris possesses the requisite knowledge and skills gained from a career serving in a variety of elected and appointed positions overseeing public and non-profit agencies which includes the following:

- 5 years serving on the governing board of the San Bernardino City Unified School District, overseeing the budget of the largest school district in San Bernardino County.
- 30 years serving as a Superior Court Judge including several years as Presiding Judge overseeing the budget of one of California's largest judicial administrative units.
- 4 years serving on the California Judicial Council overseeing the administration, policies and budget of the California Judicial System.
- 8 years serving as Mayor of the City of San Bernardino overseeing policies and budget for a city of 220,000.
- 8 years serving on the San Bernardino Associated Governments Board of Directors (Board) and chairing the Public Transportation Committee.
- 8 years serving on the Metrolink Board including two years as board chairman.
- 8 years serving on the Omnitrans Board.
- 50 years serving on the University of Redlands Board Of Trustees, overseeing the institutional policies and budget of the university.
- 8 years serving on the board of Loma Linda University Health's SACHS Clinics located throughout the Inland Empire.

*Entity: San Bernardino County Transportation Authority*

- Many years serving on the governing boards of regional non-profits including Children's Fund, Habitat for Humanity, Boys and Girls Club, and the First Presbyterian Church of San Bernardino.

Cole Jackson, Certified Public Accountant (CPA), is seeking to renew his membership on the committee for an additional term. Mr. Jackson is a partner with Reiss, Jackson, & Jamison LLP in the City of Redlands and is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector. Mr. Jackson has been providing accounting, taxation, and business advisory services for more than 30 years. His clients include manufacturing, real estate, and medical businesses of varying sizes and complexities. Mr. Cole holds a Bachelor's of Science from California State Polytechnic University in Pomona in Business Administration, with an emphasis in Accounting, and is a licensed CPA in the state of California. He is on the executive boards of both the Redlands Art Association and the California State University, San Bernardino Philanthropic Fund.

Information on the ITOC, including the ITOC application and credentials or experience required to be a member, is available on the SBCTA website at [Independent Taxpayer Oversight Committee \(ITOC\) - SBCTA \(gosbcta.com\)](http://www.gosbcta.com/Independent_Taxpayer_Oversight_Committee_ITOC).

***Financial Impact:***

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

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2024.

***Responsible Staff:***

Lisa Lazzar, Chief Financial Officer

Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

***Minute Action***

AGENDA ITEM: 8

***Date:*** *January 8, 2025*

***Subject:***

Fiscal Year 2024/2025 Budget Action Plan - Second Quarter Report

***Recommendation:***

Receive the Fiscal Year 2024/2025 Budget Action Plan – Second Quarter Report.

***Background:***

The San Bernardino County Transportation Authority’s (SBCTA) Fiscal Year 2024/2025 Budget Action Plan (BAP) establish the Board of Directors priorities for the year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SBCTA’s progress in achieving the Board’s priorities. The Executive Director, or his designee, will provide quarterly updates on the status of the goals as listed in the attached BAP.

***Financial Impact:***

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

***Reviewed By:***

This item was received by the General Policy Committee on December 11, 2024.

***Responsible Staff:***

Raymond Wolfe, Executive Director

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Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

*Entity: San Bernardino County Transportation Authority*

<b>Initiative #1: Transparent and Accountable Allocation Strategies</b>				
Division Strategy: Complete timely audits of Measure I and Transportation Development Act recipients				
Action Plan	Milestones	Milestone Status	Responsibility	
1A	Manage and communicate with audit firm to plan and complete annual audits.	Q2	On schedule.	Finance
	Inform Committees and Board of status of audits.	Q3	On schedule.	
	Notes			
Division Strategy: Use strategic programming to ensure that no funds are lost				
Action Plan	Milestones	Milestone Status	Responsibility	
1B	Manage projects closely with California Department of Transportation (Caltrans) to ensure adequate resources are available when projects are ready.	May 1 is Caltrans' deadline for guaranteed access to federal Obligation Authority (OA) – Q4	Ongoing.	Fund Administration, Project Delivery, Transit, Planning
		June 30 is California Transportation Commission (CTC) deadline for project allocation or extension requests - Q4	Ongoing.	
	Manage projects to ensure funds are not lost.	Request allocation of competitive grant funds and State Transportation Improvement Program (STIP) for I-10 Contract 2 - Q4	First of two allocation requests was approved by the CTC in August 2024. Deadline for second request is June 2025.	Fund Administration
Request allocation of competitive grant funds for US 395 Phase 2 - Q4		First of three allocation requests was approved by the CTC in October 2024. Deadlines for other requests are June 2025 and December 2025.		
Request allocation of Planning, Programming and Monitoring funds for Fiscal Year 2025/2026 - Q4		On schedule.		
Notes				
Division Strategy: Protect San Bernardino County's equitable share of available state and federal funds				
Action Plan	Milestones	Milestone Status	Responsibility	
1C	Develop funding strategies that maximize resources available and result in opportunities to seize additional state and federal funds.	Release Request for Proposals for Air Quality Consultant to remain eligible for Federal Congestion Mitigation and Air Quality Improvement funding - Q4	On schedule.	Fund Administration
		Nominate projects to SCAG for programming of federal formula funds in accordance with the 2024 Update to the 10-Year Delivery Plan, and the 10-Year Plan for transit operators' implementation of the zero emission bus mandate (pending schedule for call for projects) - Q4	SBCTA is required to prioritize projects submitted to SCAG by San Bernardino County agencies. Proposed prioritization criteria will be presented to the Board for approval in March 2025. Project nominations are due to SCAG in August 2025 and will be presented to the Board for prioritization in July 2025.	Fund Administration, Project Delivery, Transit
Notes				

Attachment: FY 24\_25 Budget Action Plan Quarter 2 (11184 : Fiscal Year 2024/2025 Budget Action Plan -

Yellow shading means the work is behind schedule  
Red text signifies urgent and significant challenges in completing the task



San Bernardino County Transportation Authority  
Fiscal Year 2024/2025 Budget Action Plan

Division Strategy: Develop long-term bonding needs to help leverage other funds and deliver projects				
Action Plan	Milestones	Milestone Status	Responsibility	
1D	Establish plan for sales tax revenue bond program through development of the 2024 Update to the 10-Year Delivery Plan.	Present final 2024 Update to the 10-Year Delivery Plan to the Board for approval - Q3	10-Year Delivery Plan is scheduled to be presented to the Board for approval in February 2025.	Fund Administration, Finance, Project Delivery, Transit, Planning
		Monitor implementation of the 2024 Update to the 10-Year Delivery Plan and Measure I revenue receipts to identify need for short-term borrowing – Ongoing		
Notes				
Division Strategy: Manage geographic equity in fund distribution across the County				
Action Plan	Milestones	Milestone Status	Responsibility	
1E	Manage long-term strategy for ensuring geographic equity in fund distribution over the life of the Measure.	Monitor results of SCAG project selection for federal formula funds and ensure long-term equity between subareas of San Bernardino County is maintained - Q4	Based on the draft call for projects schedule, SCAG project selection will not occur until December 2025.	Fund Administration
Notes				
Division Strategy: Manage SBCTA railroad right-of-way in an efficient and comprehensive fashion				
Action Plan	Milestones	Milestone Status	Responsibility	
1F	Manage SBCTA railroad right of way in an efficient and comprehensive fashion.	Ongoing		Transit
Notes				
Initiative #2: Engender Public Trust				
Division Strategy: Secure an unmodified opinion of Comprehensive Annual Financial Report (Annual Report)				
Action Plan	Milestones	Milestone Status	Responsibility	
2A	Schedule a meeting with Executive Board officers and certified public accountant (CPA) firm to cover audit process and timing.	Q4	On schedule.	Finance
Notes				
Division Strategy: Obtain Certificate of Achievement for Excellence in Financial Reporting				
Action Plan	Milestones	Milestone Status	Responsibility	
2B	Apply for Government Finance Officers Association (GFOA) award for the Annual Financial Report (Annual Report).	Q3	On schedule.	Finance
Notes				

Attachment: FY 24\_25\_Budget Action Plan Quarter 2 (11184 : Fiscal Year 2024/2025 Budget Action Plan -

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Division Strategy: Obtain Distinguished Budget Presentation Award				
	Action Plan	Milestones	Milestone Status	Responsibility
2C	Apply for GFOA award for annual budget.	Q1	Application submitted in June 2024.	Finance
	Notes			
Division Strategy: Complete internal control self-assessment to identify areas of improvement.				
	Action Plan	Milestones	Milestone Status	Responsibility
2D	Complete review of annual internal control self-assessment (AICA).	Q4	On schedule.	Finance
	Notes			
Division Strategy: Implement the Records Retention Schedule				
	Action Plan	Milestones	Milestone Status	Responsibility
2E	Continue with the implementation of the Records Retention Program, including establishing quarterly meetings with records coordinators, two annual clean up days, a system that will assist tracking which documents have passed retention.	Clean up day - Q1 & Q3	Q1 Cleanup completed in July/August.	Executive Administration and Support, Management Services
		Automate retention to remaining libraries in Laserfiche - Q4	On schedule.	
		Automate retention to four (4) department sites in SharePoint - Q4	On schedule.	
	Notes			
Division Strategy: Streamline Agency Operations				
	Action Plan	Milestones	Milestone Status	Responsibility
2F	Update procurement templates.	Q4	On schedule.	Finance, General Counsel
	Begin implementation of new enterprise resource system (accounting system).	Q1	Staff has been meeting with users from other agencies. Final recommendation pending feedback from users with post implementation feedback. Oracle will provide a comprehensive demo on Dec 12th. Targeting recommendation by end of calendar year.	Finance, Project Delivery, Management Services
	Implement Microsoft 365 G5 Licenses.	Q4	On schedule.	Management Services
	Notes			

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**Initiative #3: Focus on Creating and Strengthening Collaborative Partnerships with Governmental and Business Entities**

Division Strategy: Work with other governments and business groups to leverage resources for our region's benefit

Action Plan	Milestones	Milestone Status	Responsibility
Prepare tools to assist local agencies with changes to statewide housing policies and environmental regulations.	Update Work Plan for the Council of Governments - Q3	Significant outreach occurred to SBCOG subregions in Q1 to identify activities of greatest interest for the work plan. The Work Plan was updated and offered for consideration and approval in Q2. The Work Plan, Policies, and Bylaws were adopted in November 2024 by the Board.	COG, General Counsel
	Provide Technical Assistance to jurisdictions through REAP 2.0 Program - Ongoing	Full REAP 2.0 funding awarded but MOU execution with SCAG is in progress.	
Partner with local and government agencies to improve opportunities in workforce development.	Continue to incorporate small business interests into B2B - Q2	These projects are added to the SBCOG Work Plan and will be implemented as approved.	
	Small Business Study to be presented to CCMTAC and Board - Q1	The General Policy Committee was presented with the study in September 2024, and some of the recommendations were added to the approved Work Plan.	
Establish Housing Trust JPA.	Execute JPA with member agencies - Q3	REAP funding secured. Will begin work for the formation of the Trust pending MOU approval.	
	Review draft Administrative Plan - Q4	Pending Housing Trust establishment.	
Smart County Master Plan.	Complete Plan - Q3	The General Policy Committee heard a presentation on the final draft at the November 2024 meeting. The Master Plan will be completed by December 31, 2024, per the project schedule.	
Continue close coordination with Brightline West to support their construction along the San Gabriel Subdivision between I-15 and Cucamonga Station, as well as coordinated development of the Cucamonga Station.	Ongoing	Cucamonga station agreements and local rail service agreements approved at the July 2024 Board.	
Complete the RAISE grant agreement and subrecipient agreement for the construction of the Brightline West High Desert Stations.	Q1	Delayed to Q3. FRA and Brightline prioritized finalizing the NDOT \$3 billion grant, which was completed in Q2. Discussions related to the Brightline West High Desert Station have resumed and agreement is now scheduled to be completed in Q3.	Transit
Notes			

Division Strategy: Enhance COG role, and leverage synergy of being the CTA and COG

Action Plan	Milestones	Milestone Status	Responsibility
3B	Plan annual City/County Conference.	In person conference set for Spring 2025.	Legislative/Public Affairs, COG
	Collaborate with member agencies through City/County Manager Technical Advisory Committee (CCMTAC).	Ongoing bi-monthly meetings	
Notes			

Attachment: FY 24\_25 Budget Action Plan Quarter 2 (11184 : Fiscal Year 2024/2025 Budget Action Plan -

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Division Strategy: Enhance SBCOG's and the region's ability to compete for grant funding				
Action Plan	Milestones	Milestone Status	Responsibility	
3C Communicate grant opportunities to member agencies. Expand the function of SBCOG with regard to grant and project development.	Host Workshop.	Q3 A Grants Analyst was hired in Q2, and will be seeking a grant research and writing consultant that will run a workshop.	COG	
	Communicate grant opportunities to member agencies. Expand the function of SBCOG with regard to grant and project development.	Establish a project development process and grant writing coordination through SBCOG on behalf of member agencies - Q3		The Grants Analyst will be working on establishing this process.
		Continue to provide updates to member agencies on new grant opportunities - Ongoing		The Grants Analyst will be seeking grant writing support through a consultant team. Once the team is on-board, these updates will begin again.
Notes				
Division Strategy: Assist local governments with environmental and efficiency initiatives				
Action Plan	Milestones	Milestone Status	Responsibility	
3D Award contract for the replacement of the EV chargers in employee parking lot.  Work with local agencies with Zero Emission Vehicle (ZEV) readiness plan and assist in identifying grant opportunities for charging infrastructure.  Assist local agencies with reducing energy consumption and achieving savings through formation of the Inland Regional Energy Network (I-REN).	Q1	Contract awarded and work scheduled to be completed in Q2.	Transit	
	Ongoing	Developing EV charging projects in conjunction with private vendors for purposes of SB 1 TCEP, CPRG grant with AQMD, and support letters for various local projects. Executed a contract task order with a consultant to begin work on comprehensive energy project list with member jurisdictions. Progress report provided at October GPC.	Air Quality/Mobility	
	Ongoing	Progress report provided at September Board and workshop held at SBCOG to promote energy efficiency projects and incentives for the public sector. Significant progress made on multiple "Initial Measures Lists" as basis for city applications to the CPUC for incentive funding.		
Notes				
Initiative #4: Accelerate Delivery of Capital Projects				
Division Strategy: Support Delivery the West Valley Connector Phase I				
Action Plan	Milestones	Milestone Status	Responsibility	
4A Complete Stage 1 (North Side of Holt Blvd)	Q2	Delayed to Q3. The latest construction schedule shows delays associated with SCE's underground project along Holt Blvd.	Transit	
	Notes			
Division Strategy: Produce Zero Emission Multiple Unit				
Action Plan	Milestones	Milestone Status	Responsibility	
4B Complete ZEMU testing program  Complete construction of hydrogen fuel station  Complete construction of maintenance facility retrofit	Q2	Delayed to Q3. PTC software update will be needed and additional testing will be required to validate PTC software updates.	Transit	
	Q4	On schedule.		
	Q4	On schedule.		
Notes				
The ZEMU testing program is scheduled to be substantially complete in Q3. However, a software update is needed for the Positive Train Control (PTC) system, which may push out FRA approval and the start of revenue service. Contract for a temporary fueler has been executed and the contract for permanent fueling equipment is under negotiations.				

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San Bernardino County Transportation Authority  
Fiscal Year 2024/2025 Budget Action Plan

Division Strategy: Deliver the Tunnel to ONT Project			
Action Plan	Milestones	Milestone Status	Responsibility
4C	Environmental Document approval	Q2	Transit
	Award design-build contract	Q4	
	Notes Public circulation of the environmental document scheduled to end on December 2, 2024.		
Division Strategy: Delivery of Capital Projects - Plans, Specifications and Estimate (PS&E); Engineering Reports Milestones:			
Action Plan	Milestones	Milestone Status	Responsibility
4D	I-10 Mount Vernon Avenue	PS&E approval - Q1	Project Delivery
	US-395 Widening Project - Phase 2	PS&E approval - Q4	
Notes			
Division Strategy: Delivery of Capital Projects - Construction Milestones:			
Action Plan	Milestones	Milestone Status	Responsibility
4E	SR-210 Waterman Avenue	Start construction - Q1	Project Delivery
	I-215 University Parkway	Start construction - Q1	
	I-10 Mount Vernon Avenue	Start construction - Q2	
	I-215 Bi-County/Segment 5 Landscaping	Start construction - Q3	
	North First Avenue Bridge over BNSF	Complete for Beneficial Use - Q1	
	SR-210 Waterman Avenue	Complete for Beneficial Use - Q3	
	Metrolink ATP - Phase 2	Complete for Beneficial Use - Q3	
	I-10 Cedar Avenue	Complete for Beneficial Use - Q4	
	I-10 Eastbound Truck Climbing Lane	Complete for Beneficial Use - Q4	
Notes			

Attachment: FY 24\_25 Budget Action Plan Quarter 2 (11184 : Fiscal Year 2024/2025 Budget Action Plan -

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Division Strategy: Delivery of Express Lanes Projects			
Action Plan	Milestones	Milestone Status	Responsibility
4F	I-10 Corridor Freight and Express Lanes Project (Contract 2) Segment 2a	PS&E approval - Q2	Delayed to Q4. The target date for RTL 2A has been postponed to April 2025. This extension provides additional time to capture and incorporate lessons learned from Contract 1. It also allows for contingencies related to ROW certification, which involves agreements with UPRR, as well as the design approval process.
	I-10 Corridor Freight and Express Lanes Project (Contract 2) Segment 2b	PS&E approval - Q4	Delayed to Q2 FY25/26. The RTL target date for 2B has been extended to September 2025. This extension allows for additional time to capture and incorporate lessons learned from Contract 1, as well as to accommodate contingencies for the ROW certification, which involves agreements with UPRR and the design approval process.
	I-15 Corridor Freight and Express Lanes Project (Contract 1)	Start construction - Q2	Delayed to Q3. Bids came in higher than anticipated. Additional funding was allocated to the project at the October CTC meeting. The construction contract was awarded at the Oct 2024 Board Meeting and executed in November 2024. Construction NTP was also issued in November 2024.
	I-10 Corridor Freight and Express Lanes Project (Contract 1)	Complete for Beneficial Use - Q1	Express Lanes opened in Q1 on August 27, 2024
Notes			

Division Strategy: Support Delivery of Gold Line			
Action Plan	Milestones	Milestone Status	Responsibility
4G	Present Funding Agreement and Operations and Maintenance Agreement to SBCTA Board.	Q1	Delayed to Q3. The funding agreement and O&M agreement are currently under negotiations.
	Monitor SBCTA funding gap and LA Metro funding commitment to build to the County line.	Q3	On schedule.
Notes			

**Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments**

Division Strategy: Conduct regional forums to discuss issues of importance across our region			
Action Plan	Milestones	Milestone Status	Responsibility
5A	Advocate for policies and funding formulas at the state and federal levels that are favorable for SBCTA to construct and deliver transportation projects.	Ongoing	Support - AB 2590 (Gomez-Reyes) - for a more efficient procurement process. (The bill passed both houses and was signed into law by the Governor on September 27, 2024).
	Support for legislation regarding progressive design build delivery and oppose legislation that would adversely impact transportation funding. Build coalitions in support of state and federal transportation grant applications and budget items as well as additional transit operational funding. Maintain good working relationships and communication with state and federal officials.	Ongoing	Oppose - AB 2535 (Bonta) - would shift TCEP funds away from transportation projects (this bill died in committee). Support - HR 7650 (Carter/Oberholte) - prevents the loss of federal dollars for EPA non-attainment (the bill passed out of the Committee on Energy and Commerce 26-21 on March 20, 2024, but no further action has been taken on the item).
Notes			

Yellow shading means the work is behind schedule  
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Division Strategy: Operate and Maintain SB Express Lanes				
	Action Plan	Milestones	Milestone Status	Responsibility
5B	I-10 Corridor Freight and Express Lanes Project (Contract 1) Operations and Maintenance.	Ongoing starting Q1	On schedule	Express Lanes
	Notes			
Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options				
Division Strategy: Build awareness of SBCTA programs and services				
	Action Plan	Milestones	Milestone Status	Responsibility
6A	Highlight Measure I's contributions to the region's transportation system. Annual state of transportation event; monthly blog series "Measure I (Impact)", include in SBCTA President speeches.	Ongoing	State of Transportation conducted (B2B) for October 16, 2024 was another successful event. Updates to the Measure I landing page and collateral materials are in process.	Legislative/Public Affairs, Fund Administration
	Market SBCTA identity, promote awareness of programs and services. Employee spotlight blog series.	Ongoing	Continued use of on-call for support and marketing of SBCTA projects, programs and events with traditional and social media platforms.	Legislative/Public Affairs
Notes				
Division Strategy: Leverage and grow public outreach and communication services				
	Action Plan	Milestones	Milestone Status	Responsibility
6B	Continue to enhance traditional and social media presence by providing project updates, alerts, and information.	Ongoing	Continue to support Project Delivery and Transit departments with public outreach services.	Legislative/Public Affairs
	Utilize On-Call Public Outreach Contracts, On-Call Graphic Design Services Contracts, Marketing & Branding Services Contract to utilize new tools and capitalize on communication opportunities throughout the region.	Ongoing	Continued use of on-call for support and marketing of express lanes, promoting the arrival of ZEMU, Arrow service, and SBCTA accomplishments with "SBCTA Today".	Legislative/Public Affairs, Transit
	Utilize On-Call Outreach, Marketing and Branding Services Contract to support each department in their efforts to communicate internally and externally.	Ongoing	Continue to provide services for the Annual Budget book, 10-Year Delivery Plan, COG communicator.	Legislative/Public Affairs, Fund Administration
Notes				
Division Strategy: Highlight transit options in San Bernardino County				
	Action Plan	Milestones	Milestone Status	Responsibility
6C	In partnership with transit operators, highlight transit connectivity options in the region. Provide legislative information and updates, advocate at the state and federal levels for transit maintenance and operations funding.	Ongoing	Continued coordination with the Transit Department.	Legislative/Public Affairs, Transit
Notes				
Division Strategy: SB Express Lanes Customer Support				
	Action Plan	Milestones	Milestone Status	Responsibility
6D	Manage SB Express Lanes Walk-In Center.	Ongoing	Ongoing	Express Lanes
	Manage SB Express Lanes Website.	Ongoing	Ongoing	Express Lanes
Notes				

Attachment: FY 24\_25\_Budget Action Plan Quarter 2 (11184 : Fiscal Year 2024/2025 Budget Action Plan -

Yellow shading means the work is behind schedule  
Red text signifies urgent and significant challenges in completing the task

Initiative #7: Long Range Strategic Planning				
Division Strategy: Analyze long range transportation strategy in a financially constrained framework				
	Action Plan	Milestones	Milestone Status	Responsibility
7A	Prepare a Long Range Multimodal Transportation Plan (LRMTP).	Draft LRMTP - Q3	Consultant prepared full draft of the LRMTP in December for review. Scenarios run for land use, transit, pricing, and work-at-home strategies. Primary public outreach done in September. Progress report provided at November MVSS and MDC.	Planning, Transit, Fund Administration
		Final LRMTP - Q4	On schedule.	
	Prepare for the 2028 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).	Work with SCAG to establish project schedule - Q3	No updated schedule has been provided by SCAG yet.	Planning, Fund Administration
		Begin setting up San Bernardino County Growth Projection Model - Q4	On schedule.	
Notes				
Division Strategy: Conduct strategic planning of Measure I projects and update policies to be consistent with practice				
	Action Plan	Milestones	Milestone Status	Responsibility
7B	Maintain Measure I Strategic Plan Parts 1 and 2.	Ongoing	Updates to the Local Pass-Through policies to address any withheld funds at the close of the Measure were approved by the Board in December 2024.	Planning, Fund Administration
Notes				
Division Strategy: Provide current, quality planning data				
	Action Plan	Milestones	Milestone Status	Responsibility
7C	Support other departments with data analysis and mapping/Geographic Information System (GIS).	Ongoing	Mapping provided for LRMTP, ROW, etc.	Planning
	Update SBTAM "Plus" modeling system.	Model Validation Report - Q1	SBTAM project completed. Executed vendor subscriptions and made training videos available.	
		Vehicle Miles Traveled/Land Use Model and Scenario Samples - Q2	Model made accessible to the consulting community for use on local projects.	
		Final Documentation & Presentation - Q4	Completed.	
Incrementally implement an SBCTA agency-wide data and analytics dashboard.	Ongoing	Ongoing.		
Notes				
Division Strategy: Conduct subarea and modal studies				
	Action Plan	Milestones	Milestone Status	Responsibility
7D	State Route 247/62 Emergency Bypass Lane Study.	Phase 1 report - Q4	Held kick-off meeting in Q1 and assembled multi-agency stakeholder group. Held first meeting of multi-agency stakeholder group in October.	Planning
Notes				

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Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications				
Division Strategy: Monitor and Provide Input to State, Federal, and Regional Plans and Guidelines				
Action Plan	Milestones	Milestone Status	Responsibility	
8A	Provide technical comments on draft reports, plans, and guidelines from Caltrans, CTC, OPR, CARB, CalSTA, and other state agencies.	Ongoing	Provided comments on SB 1 grant guidelines for Cycle 4 TCEP and SCCP. Provided comments on CAPTI and Caltrans TAF/TAC in Q2.	Planning, COG
	Prepare Grant Applications for state (e.g. SB 1, Active Transportation, etc.), federal (e.g. RAISE, INFRA/Mega, etc.) and other funding.	Senate Bill 1 (SB1) Grant(s) Submitted - Q2	Worked with jurisdictions to prepare specific projects for TCEP funding. Submitted Baker Blvd. and WattEV truck charging TCEP grant in November. Worked with Caltrans on potential partnership for SCCP grant for ONT Connector.	Planning, Fund Administration
		Other state and federal grants - Ongoing	Planning and Fund Administration worked together on STBG, CMAQ, and CRP funding applications submitted to SCAG late in FY 23/24.	
	Notes			
Division Strategy: Assist jurisdictions, developers, and other stakeholders with area-wide sustainability studies				
Action Plan	Milestones	Milestone Status	Responsibility	
8B	Begin development of Vehicle Miles Traveled (VMT) mitigation bank and/or approaches to mitigation under SB 743.	Establishment of the Program Structure - Q2	REAP funding received, and consultant selected for VMT mitigation bank development. Officially kicked off the project with SCAG in November.	Planning
		Start VMT App Development - Q3	Working with prime consultant on Concept of Operations in preparation for bringing on an App Developer in Q3/4.	
	Countywide Evacuation Route Study and Modeling for member jurisdictions.	Initiate project - Q2	Consultant selected and project initiated.	
		Begin Modeling Work - Q3	On schedule for Q3.	
Assist local agencies with housing initiatives under Regional Early Action Plan (REAP) 2.0.	Begin Project - Q1	REAP funding received and project initiated. The transportation side of the REAP 2.0 has started, but the housing side of the work is still going through the MOU process with SCAG.		
Notes				
Division Strategy: Prepare effective active transportation plans				
Action Plan	Milestones	Milestone Status	Responsibility	
8C	Implement Safe Routes to School Program (with SBCSS and the County DPH).	Complete Programs - Q4	On-going	Planning
	Manage Transit Development Act (TDA) Article 3 bike/ped project invoicing.	Ongoing	Projects monitored and status reports prepared.	
Notes				
Division Strategy: Implement components of ATP Metrolink Station Accessibility Grant				
Action Plan	Milestones	Milestone Status	Responsibility	
8D	Implementation of Phase 2 of the Bicycle and Pedestrian improvements around the Metrolink Stations on the San Bernardino and Riverside Lines.	Construction Completion for Beneficial Use - Q3	Construction underway.	Planning, Project Delivery
Notes				

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Division Strategy: Develop and administer programs to improve the efficient use of our existing freeway network				
Action Plan	Milestones	Milestone Status	Responsibility	
8E	Manage the Southern California 511 (SoCal 511) program with other County Commissions.	Ongoing	Continuing coordination with LA, Orange, and Riverside Counties.	Air Quality/Mobility
	Administer Freeway Service Patrol (FSP) and call box system to improve traffic safety, reduce congestion and traffic delays.	Ongoing. Present annual report on programs to Board - Q4	Monitoring and coordination of program continues. Initiated a review of forecast funding and identified options for FSP cost savings. Received Board approval to begin decommissioning and removal of motorist aid call boxes.	
Notes				
Division Strategy: Support access to jobs, healthcare, and education while reducing roadway congestion				
Action Plan	Milestones	Milestone Status	Responsibility	
8F	Administer multi-modal programs to reduce congestion and improve quality of life including coordination with transit providers and Consolidated Transportation Service Agencies (CTSA) serving San Bernardino County.	Work with the transit providers and CTSAs, to identify key activities for inclusion in the SBCTA LRMTTP based on the approved Public Transit-Human Services Transportation Coordination Plan – Q3	Development of multimodal LRMTTP strategic initiatives continues. Held outreach meetings with individual jurisdictions to discuss interest in next round of Express Bus/BRT investment. Progress report provided at November Transit Committee.	Planning
	Notes			
Initiative #9 Meet Equity Goals of SBCTA/SBCOG				
Division Strategy: Ensure Equity goals met for internal structure and policies				
Action Plan	Milestones	Milestone Status	Responsibility	
9A	Establish equity goals and policies for ensuring structural equity within the business processes and procedures within SBCTA/SBCOG.	Project outreach in Q1 and Q2	Consultant activities underway. Staff Working Group established and met in September. General Policy Committee presentation in October. Draft equity definition discussed at Board Ad Hoc in November. Community Working Group met in November.	COG
	Notes			
Division Strategy: Ensure Equity goals met for projects and programs implemented in collaboration with SBCOG/SBCTA member agencies				
Action Plan	Milestones	Milestone Status	Responsibility	
9B	Small Business Training Program.	Study to be presented - Q1	Small business study presented to GPC in Q1.	COG
	Notes			

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## *Minute Action*

AGENDA ITEM: 9

***Date:*** January 8, 2025

***Subject:***

Release of Request for Proposals No. 25-1003218 for Freeway Service Patrol Services

***Recommendation:***

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

Authorize the Executive Director, or his designee, to release Request for Proposals No. 25-1003218 for the procurement of tow operator services for combined Freeway Service Patrol Beats 11 and 29, with release anticipated in January 2025, subject to approval as to form by General Counsel.

***Background:***

The Freeway Service Patrol (FSP) consists of a fleet of tow trucks that patrol selected San Bernardino County freeways during peak periods of congestion to assist motorists with their disabled vehicles. The segment of highway that the tow trucks patrol is referred to as a “Beat.” Over the years, the FSP program has demonstrated many benefits to the motoring public by reducing the amount of time a motorist is in an unsafe situation, reducing traffic congestion, and decreasing fuel consumption, vehicular emissions, and secondary incidents.

San Bernardino County Transportation Authority (SBCTA) began FSP operations on January 3, 2006, and now has 18 primary tow trucks on eight separate Beats in operation. The services are provided Monday through Friday in two separate shifts to accommodate peak traffic hours. The morning shift, Monday through Friday, is 6:00 a.m. to 8:30 a.m. The afternoon shift is 1:30 p.m. to 6:00 p.m. Monday through Thursday, and 11:30 a.m. to 6:00 p.m. on Friday. The FSP program is managed through SBCTA staff and is supervised in the field by the California Highway Patrol (CHP). At this time, procurement of tow operations for the following service area is needed:

- Combined Beats 11 and 29: I-10 from Sierra Avenue to County Line Road

The SBCTA Board of Directors at its November 6, 2024 meeting approved a strategy for maintaining the overall FSP budget within the revenue forecast to be available over the next five years. One of the actions included in that strategy for Fiscal Year 2026/2027 (and a small part of 2025/2026) was to combine Beats 11 and 29 and to serve the new Beat with two trucks. Currently, each individual Beat is served with two trucks. Beat 11 covers Interstate 10 from Sierra Avenue to Waterman Avenue and Beat 29 covers Waterman Avenue to County Line Road. The scope of work is included with this item. The estimated amount for this five-year contract is approximately \$4.3 million for FSP Beat No. 11/29. The successful proposer will have approximately 240 days from the date of award to purchase and secure tow trucks. Long lead times are needed for these contracts due to the time currently required for tow truck operators to place orders for and receive deliveries of the necessary trucks. Tow support services for Beat No. 11/29 are scheduled to commence on April 1, 2026.

Staff recommends approval to release Request for Proposals No. 25-1003218 to ensure no service disruption to the motoring public.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item  
January 8, 2025  
Page 2

**Financial Impact:**

The item is included in the adopted Budget for Fiscal Year 2024/2025 and funded with 80% State FSP Funds and 20% DMV Safe Funds for regular FSP services in Program 15, Commuter and Motorist Assistance, and Measure I Valley Freeway Program funds for Construction FSP service support in Program 40, Project Delivery.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2024. SBCTA General Counsel, Enterprise Risk Manager, and Procurement Manager have reviewed this item and will review the draft Request for Proposals prior to release.

**Responsible Staff:**

Rana Semaan, Management Analyst II

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Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

**ATTACHMENT A**  
**"SCOPE OF WORK"**

**Attachment: Beat 11-29 Scope of work (11173 : Release of RFP No. 25-1003218 for FSP Services)**

## ATTACHMENT A

### SCOPE OF WORK RFP NO. 25-1003218

#### SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) FREEWAY SERVICE PATROL (FSP) BEAT NO. 11/29- INTERSTATE 10 (I-10) FROM SIERRA AVENUE TO COUNTY LINE ROAD

#### 1.0 SUMMARY SCOPE OF WORK

##### **FSP PROGRAM PURPOSE SUMMARY**

The SBCTA FSP Program is offered in partnership by SBCTA, California Highway Patrol (CHP), and the California Department of Transportation (Caltrans). The goal of the SBCTA FSP Program is to keep the freeways moving and reduce the chance of secondary accidents. FSP is a team of tow trucks that travel on select San Bernardino County freeways during peak commute hours to assist motorists with car trouble. FSP Tow Truck Drivers will assist the motorists by providing services ranging from changing a flat tire to providing minor mechanical assistance, at no cost to the motorist.

##### **NOTICE TO PROCEED (NTP) NO. 1 (August 1, 2025):**

The deliverables associated with NTP No. 1 of this CONTRACT include the project ramp-up/preparation, the purchase of the required number of FSP-certified tow trucks, and equipment installations in accordance with section 4.0 "Equipment Requirements," as well as drivers' training and inspections in accordance with section 5.0 "Drivers."

##### **NTP NO. 2 (ESTIMATED April 1, 2026):**

The deliverables associated with NTP No. 2 are the start of FSP program operations.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver" or "Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions **DO NOT** warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop points assigned by CHP.

The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow truck shall be conducted during non-designated service hours.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute time limit, the Driver shall offer for the vehicle to be towed to a designated drop point identified by the CHP. The motorist can request that the FSP Driver contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after an FSP shift, the Driver must remove all FSP markings, such as vests, uniforms, and any sort of FSP signage.

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate in adherence to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterwards, FSP CHP Officers will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. The required number of FSP-certified Trucks for Beat No. 11/29 is two (2) primary certified FSP Trucks and one (1) certified back-up FSP Tow Truck. One (1) truck shall operate on I-10 from Sierra Ave. to Waterman Ave., and one (1) truck shall operate from Waterman Ave. to County Line Rd.

At times, SBCTA, a city, and/or Caltrans will have construction projects on the highways that may require Construction FSP ("CFSP"). Typically, this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or where the shoulders available are not wide enough to accommodate vehicles. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SBI funds. This is considered to be Extra Work as described in Section 4.9 of the contract and will require the authorization of SBCTA's FSP Program Manager in writing, as well as a written contingency amendment or contract amendment, as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans-led projects that are part of the Caltrans/SBCTA CFSP Cooperative agreement. These projects will also require the issuance of a Caltrans task order.
2. SBCTA requested CFSP: SBCTA-led projects that will be funded by SBCTA.
3. City-requested CFSP: City led projects that will be funded by the City.

## **FSP HOURS OF OPERATION**

FSP standard hours of operation are:

- Monday through Friday morning shift hours are scheduled from 6:00 am to 8:30 am;
- Monday through Thursday afternoon shift hours are slated from 1:30 pm to 6:00 pm;
- Friday afternoon shift is scheduled from 11:30 am to 6:00 pm;
- Saturday and Sunday shifts (if applicable to the primary FSP Beat) are scheduled from 10:00 am to 6:00 pm.

**SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of "Extra Work".**

## **FSP TECHNICAL ADVISORY COMMITTEE (TAC) MEETING**

CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meetings scheduled every other month. The FSP TAC will encompass focused and informal/formal discussions concerning but not limited to scope, services, schedule, safety and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all FSP TAC meetings who can make management-level decisions on behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at an FSP TAC meeting, CONTRACTOR shall notify SBCTA and FSP CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year; FSP CHP provides the schedule via email.

## **2.0 CONTRACT REPRESENTATIVES**

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to always adhere to the SOP Manual. Also note that SBCTA's contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

## **3.0 SERVICE LOCATION**

SBCTA FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop points identified by the CHP. The Beat limits for FSP Beat No. 11/29 are at Interstate 10 (I-10) from Sierra Ave. to County Line Road. One (1) truck shall operate on I-10 from Sierra Ave. to Waterman Ave., and one (1) truck shall operate from Waterman Ave. to County Line Rd. Additional information regarding the beat limit service location is identified in SOW section 8.0 Beat Description and section 9.0 Beat Map.

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat, for example) and Beat hours to better accommodate demand for the service. These changes can occur during the contract through written notification (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP



request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

#### 4.0 TOW YARD LOCATION AND SECURITY

The CONTRACTOR shall be responsible for the security of vehicles and property at their facility. At a minimum, CONTRACTOR must have a secure area to store FSP tow vehicles at their facility, including CONTRACTOR-controlled access, fencing or physical barrier separating public access from tow yard, security system, sufficient lighting, and security cameras where vehicles are stored, such as a fenced or enclosed area. The CONTRACTOR is responsible for the reasonable care, custody, and control of any property contained in its facility.

The CONTRACTOR will be responsible for assuring that all SBCTA FSP-related equipment is contained in a secure environment and protected from theft or damage. The CONTRACTOR will be responsible for any replacement or repair cost for SBCTA-provided equipment that is not considered normal wear and tear.

#### 5.0 EQUIPMENT REQUIREMENTS

##### A. Tow Truck Requirements.

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

All trucks proposed for use in the FSP program should be less than a year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract. Extenuating circumstances dictating departure from this specification should be at the consensus of the local FSP partners. The age limit for an FSP truck shall be no longer than five (5) years for cab, chassis, and bed components. Trucks are required to be fully equipped according to contract requirements prior to the beginning of each shift. Refer to Attachment B: TOW TRUCK INSPECTION GUIDE FOR FREEWAY SERVICE PATROL CONTRACT OPERATION 818-FSP-TIG, contained in the FSP SOP.

CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance. All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by California law. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State and Federal laws applicable to that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained FSP-Certified Tow Truck(s) or improperly equipped FSP-Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be

required to have an FSP-Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP-Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s). Only the FSP Beat No. 11/29 FSP Certified Back-Up Tow Truck should be utilized.

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number, shall be painted all white (including the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, it is highly recommended that any questions regarding this policy be directed to the FSP CHP officers prior to implementation, as compliance with current State FSP standards is mandatory. No other accessory equipment or signage (bumper stickers, mud flaps, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes, but is not limited to, brass, chrome wheel covers, window tint, etc.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time and may be different from FSP Program equipment lists found in other counties. For the current updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment which is something CHP would test for proficiency, they will do so for every driver that is tested by that company.

## SBCTA CERTIFIED FSP TOW TRUCK EQUIPMENT LIST

**Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.**

Current Registration/ insurance	Fire Extinguisher: 4BC Rating, new or exp:
Age limit: 5 years for cab, chassis, and bed components	Broom: 24 inches wide, coarse bristle
Minimum seating capacity for 5 adults	Shovel: Square point
Paint: White Only, 4" max black lettering	Large Pry Bar: Minimum 36-inch length
Rubber faced push bumper(s)	Wood Crossbeams: 1 ea., 4"x4"x48" and 4"x4"x60"
Vehicle numbers on both sides	Hydraulic Floor Jack: 2-Ton capacity
2 FSP signs or 3 FSP signs for flatbeds	Portable air tank: 80 psi. min, or compressor w/ 50' min hose
Headlights	Bolt Cutters
Turn Signals	Trailer Hitch Balls: 1 7/8" and 2", with mount
Reflectors, Front and Side	One 4 -Ton snatch block
Clearance Lamps (>80" Wide)	Flares: Total burn time of 360 minutes minimum
Amber Warning Lights: Front/rear selectable, rear directional, in-cab controls	Metric and Standard 4-way Lug Wrenches
License Plate Lamp	Sledgehammer: 4 pounds
Tail Lamps	Utility/ Motorcycle Straps
Stop Lamps	Steering Wheel Securement Device
Backup Lamps	Funnel with flexible spout
Rear work lights	Water Container: Plastic, 5 gallons
Reflectors, Rear	Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
Extension Tail/ Stop Lamps	Absorbent Can with lid: 5 gal. of clean absorbent
Fenders/ Mudguards	Trash Can with lid: 5 gal., empty
Windshield	Cones: 6 ea., 18-inch height, reflectorized w/ tape
Windshield Wipers	Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
Spotlight: Body mounted, front to rear coverage	Flashlight
Service Brakes	Spare batteries/ Charger for rechargeable
Parking Brake	First Aid kit: 5"x9"
Mirrors	Lockout Tool Set
Horn	Warning Devices (Reflectors)
Beam Indicator	Jack stand: 2-Ton capacity
Cab interior lighting suitable for reading and writing	
Truck to Shop Communications System	
FSP Two-Way Radios/ Terminals	
Scanner: Operating and properly programmed	Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The TOOLBOX list may be supplemented at the CONTRACTOR's option and expense
Public Address System	<b>Tool Kit</b>
Booster Cable Connectors: mounted front and rear	Screwdrivers: 1/8", 3/16", 1/4", 5/16" Flat; #1, #2 Philips
Battery Rating: 60 Amp-hour or greater	Adjustable Wrenches: 8" and 12"
Tire Tread	Pliers: Needle nose and adjustable rib joint, 2-inch capacity
Wheels	Duct tape, Electrical tape, mechanics wire: 1 roll each
Suspension	Rubber Mallet
Steering	Tire Pressure Gauge
Frame	Safety glasses
Exhaust System	Wheel chock
Fuel Cap(s)	

**WRECKER-GENERAL**

Manufacturer Rating Plates	Throttle Control
Wrecker Controls on both sides of vehicle	Hydraulic Rams, Hoses, Valves
Control Labels	Winch: _____ Type: _____
Body and Towing Equipment Mounting Bolts	Winch: Rated 8,000 pounds on first cable layer
Cable Sheaves	Safety chain D-ring or eyelet mounted on rear of truck

**WHEEL LIFT**

Minimum GVWR: 14,000 lbs.	"L" Arms
Wheel Lift Assembly; Rated 3,000 Pounds-Extended	Cradle/ Straps/ Chains
Pivot Pin	Claw
(2) Wheel Tie Down Safety Straps with ratchets	100' 3/8" 6x19 Wire rope or OEM Specifications
4-Ton Boom Assembly (if equipped)	(2) Tow Chains 5/16" Grade 70 with J/T Hooks
Sling Assembly; Rating: 4,000 Pounds (if equipped)	Tow Dolly (with wheel tie down straps)
One pair of spacer blocks or 2 wood blocks 4"x6"x12"	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5-foot min. length

**CAR CARRIER/ TWO VEHICLE**

GVWR: Minimum 23,500 lbs. Chassis	50' 3/8" 6X19 Wire rope or OEM Specifications
Carrier Bed Frame	J/T Hook Loading Bridle Chains
Bed material: Steel or Aluminum	4 Safety Chains 5/16" Alloy or OEM Specifications
Bed Length: 19.5 ft. minimum	(4) Wheel Tie Down Safety Straps with ratchets
Bed Hinges	One pair spacer blocks or 2 wood blocks 4"x6"x12"
Bed Safety Lock	Motorcycle loader for flatbeds with (6) Utility/ Motorcycle straps
Tie Downs: * each, one near each corner of the bed, two each side of bed distributed between corner tie downs, each must accommodate snatch blocks	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5-foot min. length
Wheel Lift Assembly; Rated 4,000 Pounds-Extended	"L" Arms
(2) Wheel Tie Down Safety Straps with ratchets	Cradle/ Straps/ Chains
	Claw

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each shift. An Inspection form, which is in the FSP data collection tablet software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

**Installation of FSP-related equipment:**

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back-up FSP Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s), **without exception**. If SBCTA is not able to access the required primary and back-up FSP tow trucks by the tenth (10<sup>th</sup>) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in the contract.

At times, equipment such as an "outside speaker," or a handheld "mic," and/or "FSP Tablet," for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to the negligence of the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment

and the installation expense will be deducted from the CONTRACTOR's invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTOR's Supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing, or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an "outside speaker" or a "mic") as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment and has any questions regarding "installation standards," the CONTRACTOR shall contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or FSP CHP Officer, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

### **B. FSP Certified Back-Up Tow Truck**

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to the contract for further details on violations and penalties. FSP-Certified Tow Trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP-Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If an FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP-Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle's availability to work the Beat area within the forty-five (45) minute time period (after which point penalties begin to accrue).

### **C. Vehicle Breakdown and Other Missed Service**

An FSP-Certified Back-Up Tow Truck must be in service on the Beat within forty-five (45) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the forty-five (45) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until an FSP-Certified Back-Up Tow Truck is provided. This forty-five (45) minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 "Equipment Requirements," paragraph A "Tow Truck Requirements," in which case fines shall begin immediately. If an FSP-Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3)

times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

In the event that an FSP-Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the Driver must indicate in the "notes" section of the FSP Tablet (per section 4.0 "Equipment Requirements," paragraph E "Communications Equipment") that the CONTRACTOR has switched to an FSP-Certified Back-Up Tow Truck.

In addition, failure to have an FSP-Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have an FSP-Certified Back-Up Tow Truck on the Beat within the forty-five (45) minute time period.

Please refer to the Contract for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the back-up tow truck requirement noted above.

#### **D. Vehicle Identification.**

It shall be the Driver's sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately upon expiration or termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings and vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (front driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight, and out of public view when being stored.

#### **E. Communications Equipment**

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage (other than normal wear and tear) to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days, pursuant to direction by SBCTA FSP staff) upon contract expiration or termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). *Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices* to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video or to capture any other images while performing FSP duties during FSP operational hours or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the Driver or Drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high-speed internet access and email to communicate with SBCTA staff and FSP CHP officers. Please note, email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are always operational. The exterior protective case of the Tablet Computer shall be cleaned regularly and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow truck or during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Storage in any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the contract. If upon inspection SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

#### **F. Equipment Tampering**

Tampering with FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications and/or is disconnected or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to, breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area, or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has concluded an inspection.

- 1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.
- 2) SBCTA shall designate the AVL installer and technician that will review and repair the AVL systems.
- 3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTORS monthly invoice. Please refer to Contract for further details on violations and penalties.

#### **6.0 DRIVERS**

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

#### **FSP Driver Certification Requirements**

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully passed a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete an SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass an FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Be issued an FSP Driver Identification Card.



10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.
11. As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a valid California driver's license and criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a California driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.
12. The California driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.
13. The criminal history check will consist of a livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract. **The cost of the livescan and DL64 will be at the CONTRACTOR's expense.**
14. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.
15. In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP FSP Officer on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or radiator water, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Pre-shift inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck on the Beat and at the end of the shift. This must be completed in a safe location at or near the Beat location, prior to beginning the shift and at the end of the shift.

The Driver shall also be required to complete an assist record, on the Tablet Computer, for each incident.

Drivers will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance provided, etc. Drivers will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the FSP Tow Truck Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to the FSP CHP Officers by the 10<sup>th</sup> day of the preceding month as quickly as possible, and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles (DMV) RFP No. 25-1003218

## Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one-hour refresher training class/meeting each quarter, for a total of four hours of on-going training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

### Driver Equipment

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange trim (must be only 2.5" wide), with a ½" silver reflective tape down the middle. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

A detachable brass or gold colored nameplate shall be worn with the first initial of the first name and the full last name of the Driver. Letters shall not exceed ½" tall; nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be sewn/silkscreened on the left sleeve of the vest. A large FSP logo shall be sewn/silkscreened across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already sewn/silkscreened on per CHP's required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate.** An FSP logo is not required to be sewn/applied on the navy-blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy-blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions or clarifications.

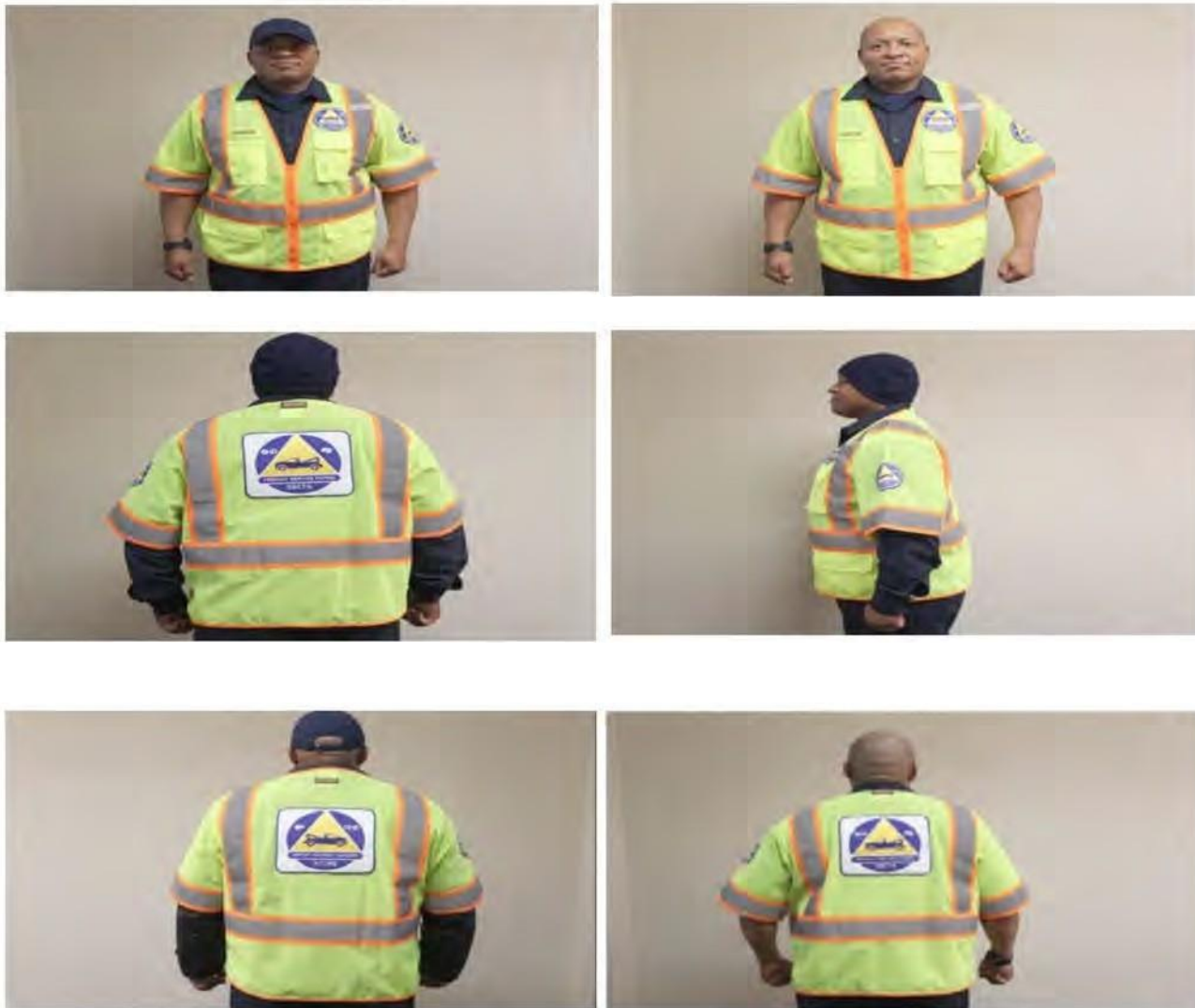
Rain gear shall be waterproofed material, navy blue or yellow in color.

Hats, if worn, shall be baseball-type cap and navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn, which must be navy blue in color and worn only with a jacket or long sleeve shirt under

the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is following the most recent Driver equipment requirements.

**FSP UNIFORM PHOTO EXAMPLES**



Attachment: Beat 11-29 Scope of work (11173 : Release of RFP No. 25-1003218 for FSP Services)

**FSP UNIFORM STRIPE EXAMPLES**



**7.0 LOCAL OFFICE**

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. The office shall be established within proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles or Orange counties. An FSP-Certified Back-Up Tow Truck and an FSP-Certified Back-Up Tow Truck Driver must be available within 45 minutes of request, regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner, and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR's expense, shall be available to log calls, take complaints, etc. An email address that is monitored throughout each day shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices daily and respond in a timely manner. Please see the contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

**8.0 BEAT DESCRIPTIONS**

Beat No.	Beat Description	One-Way Length in Miles	No. of Primary FSP Trucks in both AM and PM	No. of FSP certified Back-Up Tow Trucks
11/29	I-10 FROM SIERRA AVE TO COUNTY LINE ROAD	22.25	2	1

Please refer to Map of Beat No. 11/29 area

Beat 11/29 is scheduled to operate from 6:00 a.m. to 8:30 a.m. on Monday through Friday and from 1:30 p.m. to 6:00 pm (Monday through Thursday). On Fridays, the PM shift is from 11:30 a.m. to 6:00 p.m.

FSP Beat No. 11/29 requires two (2) Primary FSP-Certified Tow Trucks and one (1) Primary FSP-Certified Back-up Tow Truck available during all FSP operational service hours. One (1) truck shall operate on I-10 from Sierra Ave. to Waterman Ave., and one (1) truck shall operate from Waterman Ave. to County Line Rd.

### 9.0 BEAT MAP



Attachment: Beat 11-29 Scope of work (11173 : Release of RFP No. 25-1003218 for FSP Services)

## 10.0 FSP SERVICE HOURS AND EXTRA WORK HOURS

Approximate total service hours per primary vehicle per year is estimated to be as follows:

- Approximate Service Hours (Monday-Friday) per primary vehicle per year: 1,898 hours.

**SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the Contract.**

All Beats may be asked to participate in possible SBCTA "FSP Extra Work weekend contingency services," on an as-needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual number of weekend hours or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of "FSP Extra Work weekend contingency services".

"Extra Work" for emergency coverage may be assigned for any of the seven (7) SBCTA FSP service areas:

1. Beat 5: SR-60 from Milliken Avenue to Reservoir Street (Los Angeles County line)
2. Beat 9: 1-10 from Indian Hill Boulevard (Los Angeles County line) to Sierra Avenue
3. Beat 11/29: 1-10 from Sierra Avenue to County Line Road (Riverside County line)
4. Beat 14: 1-215 Center Street from the Riverside County line to Devore Road
5. Beat 23: 1-15 from the Riverside County line to Sierra Avenue
6. Beat 27: 1-15 from Sierra Avenue to Oak Hill Road
7. Beat 31: SR-210 from the Los Angeles County line to Citrus Avenue

FSP Beat No. 11/29 is the priority Beat for this RFP, which means that should a primary truck go down, the "Extra Work" Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the "Extra Work" Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The CONTRACTOR shall hold to all required standards addressing truck image and maintenance for the FSP-Certified Back-Up Tow Truck being used during "Extra Work," and CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the "Extra Work" Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the "Extra Work" Beat.

Each SBCTA tow operator agreement contains a clause regarding the Construction Freeway Service Patrol (CFSP). The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as "Extra Work" due to the uncertainty of the hours or changes in construction related to CFSP "Extra Work" projects.

**SBCTA reserves the right to change Beat hours, the length of a Beat and operational requirements during the Contract. Written notice from SBCTA shall be required for commencement and termination of "Extra Work".**

## **11.0 FSP HOLIDAYS**

### **PRELIMINARY LIST OF FSP HOLIDAYS**

Services are to be provided on the days and hours designated in the Contract except for the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 -varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 -varies)

In addition to the above service hours, at the discretion of SBCTA and the FSP CHP Officers, additional service may be requested on certain "high traffic days" prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day).

## *Minute Action*

AGENDA ITEM: 10

***Date:*** January 8, 2025

***Subject:***

Interstate 10 Corridor Freight and Express Lanes Contract 2 Construction and Maintenance Agreement for Kaiser Spur Overpass with Union Pacific Railroad and California Department of Transportation

***Recommendation:***

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

Authorize the Executive Director, or his designee, to negotiate, finalize, and execute Agreement No. 25-1003211 with Union Pacific Railroad, California Department of Transportation, and SBCTA for defining roles, responsibilities, and funding for the construction and maintenance of the Interstate 10 Corridor Freight and Express Lanes Contract 2 Project at the Kaiser Spur Overpass in the amount of \$187,500, to be funded with Measure I Valley Freeway Program funds, subject to approval as to form by SBCTA General Counsel, or her designee.

***Background:***

On July 6, 2022, the San Bernardino County Transportation Authority (SBCTA) awarded the design services contract to initiate the Plans, Specifications, and Estimates (PS&E) phase of the Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2 (Project). The Project will include a single express lane in the median in each direction from Interstate 15, in the City of Ontario, to Pepper Avenue, in the City of Colton.

The Project is currently in its 95% design phase with a target for design approval in spring 2025. In anticipation of the Project construction in fall 2025, a Construction and Maintenance (C&M) agreement between SBCTA, Union Pacific Railroad (UPRR), and California Department of Transportation (Caltrans) is required as part of the Right-of-Way Certification for the Project.

C&M Agreement No. 25-1003211 is a three-party agreement between UPRR, Caltrans, and SBCTA to define roles and responsibilities and outline construction and maintenance requirements for the Kaiser Spur Overpass located in the City of Fontana. In this agreement, SBCTA will advertise, award, and administer the construction of the Project including the roadway and structure work at the UPRR, Caltrans will maintain said roadway and bridge including its improvements, and SBCTA will pay for actual costs for UPRR construction support and other UPRR expenses defined within the Agreement at an estimated cost of \$187,500.

Currently, the agreement has been reviewed by Caltrans and is in final review by UPRR. Staff is recommending that the Board authorize the Executive Director, or his designee, to execute C&M Agreement No. 25-1003211, subject to approval as to form by SBCTA General Counsel, for the Project to meet the Ready-to-List schedule milestone.

***Financial Impact:***

This Project is included in the adopted budget for Fiscal Year 2024/2025 and funded with Measure I Valley Freeway Program funds in Program 40, Project Delivery under Task No. 0820 Freeway Projects, Sub-Task No. 0821 I-10 Corridor Project - Contract 2.

*Entity: San Bernardino County Transportation Authority*



Board of Directors Agenda Item  
January 8, 2025  
Page 2

**Reviewed By:**

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 12, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item.

**Responsible Staff:**

Heng Chow, Project Manager

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Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:



## *Minute Action*

AGENDA ITEM: 11

**Date:** *January 8, 2025*

**Subject:**

Interstate 15 Cajon Pass Northbound Corridor Freight Project - Request for Proposals for the preparation of a Project Initiation Document and Project Approval/Environmental Document

**Recommendation:**

That the Board of Directors, acting as the San Bernardino County Transportation Authority:

Authorize the release of Request for Proposals No. 25-1003243 for preparation of a Project Initiation Document and Project Approval/Environmental Document for the Interstate 15 Cajon Pass Northbound Corridor Freight Project.

**Background:**

San Bernardino County Transportation Authority (SBCTA) staff requests approval for the release of a Request for Proposals (RFP) for professional services for the preparation of a Project Initiation Document (PID) and Project Approval/Environmental Document (PA/ED) for the Interstate 15 (I-15) Cajon Pass Northbound Corridor Freight Project (Project). This Project will investigate the feasibility of constructing one northbound truck climbing lane from Kenwood Avenue to State Route (SR) 138 in San Bernardino County.

I-15 between Devore Junction and SR 138 faces significant congestion, with an annual average daily traffic of 176,000 vehicles, of which trucks comprise 15.63%. SBCTA and the California Department of Transportation (Caltrans) staff have agreed to investigate a truck climbing lane from north of Kenwood Avenue to SR 138. On August 22, 2024, SBCTA submitted to Caltrans a Letter of Intent to initiate the Project.

According to State requirements, to initiate the Caltrans project delivery process, the preparation of a PID is required. The PID identified by Caltrans will be a Project Study Report-Project Development Support (PSR-PDS) document. Reimbursement for Caltrans oversight costs during the PID phase will be determined during the development of the cooperative agreement. The PSR-PDS in this phase of the project will identify the purpose and need of the project, the scope of the improvements, estimated costs, the schedule for subsequent project delivery phases, and estimated capital costs for right-of-way and construction. Completion of the PSR-PDS will enable the project to advance to the next development stage of project delivery, the preparation of the PA/ED phase.

I-15 is a federally designated Trade Corridor of National and Regional Significance within California's section of the National Highway Freight Network, as identified in the California Freight Mobility Plan. Therefore, advancing a project in the Cajon Pass area is essential for positioning Caltrans and SBCTA to successfully apply for the 2026 Trade Corridor Enhancement Program (TCEP) (Cycle 5). To maximize the likelihood of obtaining future TCEP funding, the PA/ED for this project must be completed by the end of 2026.

Staff recommends the release of this RFP to maintain the Project delivery schedule with the plan to bring a PID and PA/ED contract based on this RFP to the Board for approval in spring of 2025. Funding of the PID, PA/ED, and Caltrans oversight will be funded through the Cajon Pass Measure I funds.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item  
January 8, 2025  
Page 2

**Financial Impact:**

The Project is included in the adopted Budget for Fiscal Year 2024/2025 and funded with Measure I Cajon Pass funds in Program 40, Project Delivery.

**Reviewed By:**

This item was reviewed and recommended for approval (7-0-0) with a quorum present at the Mountain/Desert Policy Committee on December 13, 2024. SBCTA General Counsel, Enterprise Risk Manager, and Procurement Manager have reviewed this item and the draft RFP.

**Responsible Staff:**

Sal Chavez, Project Delivery Manager

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Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

## ATTACHMENT A - SCOPE OF WORK

### RFP No. 25-1003243

#### I-15 Cajon Pass Northbound Corridor Freight Project

The San Bernardino County Transportation Authority (“SBCTA”) is seeking professional services for the preparation of Project Initiation Document (PID) and Project Approval/Environmental Document for the Interstate 15 (I-15) Cajon Pass Northbound Corridor Freight Project (“PROJECT”) which would evaluate freeway improvements along I-15 between Kenwood Avenue to State Route 138 (SR 138) in the County of San Bernardino County.

SBCTA Sales Tax Measure I funds will be used to cover the cost of the preparation of the PID and PA/ED phase. Funding for the next phases is currently not finalized, but state and/or federal funds could be utilized. As such, the PID and PA/ED shall comply with applicable state and federal requirements.

The proposed improvements include the following:

- Widen I-15 to the east to construct one northbound truck lane.
- Widening of the following bridge structures:
  - Cleghorn Creek (Bridge Number 54-773), PM 18.48
  - Debris Cone Creek (Bridge Number 54-774), PM 19.29
  - Zuni Creek Vehicle Underpass, PM 19.61
  - Brush Creek (Bridge Number 54-775), PM 19.89
  - Cleghorn Canyon Road Undercrossing (Bridge Number 54-776), PM 20.02
  - East Fork Cajon Creek (Bridge Number 54-777), PM 20.67
- Reconstruct the northbound Cleghorn Road ramps.
- Modify or reconstruct the California Highway Patrol Check Station ramps
- Modify or reconstruct the northbound SR 138 ramp

The above improvements will be compactable with the future Brightline Project and SBCTA Express Lanes Project.

These improvements would accommodate current and future traffic demands, relieve northbound congestion, and will be consistent with the Regional Transportation Plan. The proposed improvements would upgrade safety features and increase freight mobility. All improvements are anticipated to be within Caltrans right-of-way.

Since I-15 is a federally designated Trade Corridor of National and Regional Significance on the California’s portion of the Nation Highway Freight Network, as identified in the California Freight Mobility Plan, the development of a project in the Cajon Pass area can

position Caltrans and SBCTA for a potential joint grant application for the 2026 Trade Corridor Enhancement Program (TCEP) Cycle 5. In order to increase the probability of future TCEP capital funding, the PA/ED for the project should be completed by the end of 2026.

## I. APPLICABLE STANDARDS

All support documents shall be prepared in accordance with current SBCTA and Caltrans regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

## II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PID and PA/ED for the Project.
- C. The deliverables list for the PID and PA/ED phase will be refined during the initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables listed in this attachment may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the PDT meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. The design will be prepared in English units.
- H. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- I. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance with the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.

- J. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information including project percent complete and earned value. CONSULTANT shall manage the contract budget and shall provide a monthly report including Earned Value and Estimate at Completion.
- K. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

### III. ASSUMPTIONS

- A. The Consultant will develop and evaluate up one-build and one no-build alternatives to address the deficiencies of the Project study area, including the benefits and impacts of the proposed improvements for each alternative.
- B. There may be up to four meetings per month (including conference calls) during the duration of this contract, including one mandatory monthly PDT meeting.
- C. CONSULTANT will coordinate with SBCTA and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.
- D. Assume one SBCTA peer review and two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.
- E. The National Environmental Policy Act (NEPA) Environmental Document is assumed to have a Finding of No Significant Impact (FONSI).
- F. The California Environmental Quality Act (CEQA) Environmental Document is assumed to be CEQA Initial Study and Mitigated Negative Declaration (MND).
- G. Assume lead and asbestos testing of the soils, structures and paint is required.
- H. Assume that all proposed improvements will be maintained within State right-of-way.
- I. Assume a Design Standard Decision Document (DSDD) will be prepared during the PA/ED phase and only a discussion of non-standard features is required during the PID phase.
- J. Assume District 8 level Geometric Approval Drawings (GADs) will be required during the PA/ED Phase.

#### IV. SCOPE OF SERVICES

CONSULTANT will prepare a PSR-PDS and PA/ED in accordance with CALTRANS Guidelines and Procedures, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The purpose of the PSR-PDS is to scope the PA/ED phase relative to CEQA/NEPA and program the project for funding relative to construction and capital supports costs for Project. All deliverables will be provided electronically for SBCTA and CALTRANS project records.

CONSULTANT shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), which follows the Caltrans Workplan Standards Guide for Delivery of Capital Projects, and cost and schedule templates for the preparation of the cost proposal and schedule.

##### **1.100.15 PROJECT MANAGEMENT**

###### 1.100.15 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SBCTA, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SBCTA and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SBCTA Project Manager.

###### Deliverables:

- *Monthly Progress Reports*

###### 1.100.15-1 Coordination and Meetings

CONSULTANT will be responsible for overall project management, liaison with Caltrans and other affected agencies, and progress monitoring and maintenance of PROJECT files.

CONSULTANT will supervise, coordinate, monitor and review project for conformance with Caltrans and County standards, policies, and procedures. CONSULTANT will develop a project schedule for delivery of major milestones of the PSR-PDS, PA/ED (Begin Environmental, Circulate ED, and PA/ED), Design and Construction. An 18-month schedule is anticipated for scoping purposes. CONSULTANT will attend a kick-off meeting, lead monthly Project Development Team (PDT) meetings, coordinate with sub-consultants as needed, coordinate with the Caltrans, utility companies, and all other pertinent stakeholders as needed. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to all internal requests for information about the project.



Deliverables:

- *Monthly (18) PDT Meetings Notices, Agendas, Handouts/Exhibits, and Minutes*
- *Two (2) Stakeholder Meetings and Presentations*
- *Project Baseline Schedule*
- *Deliverables Matrix*
- *Monthly Progress Reports and Invoices*

1.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews.

CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns.

CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in electronic format.

CONSULTANT Project Manager will prepare and implement a Quality Management Plan (QMP). CONSULTANT will prepare a responsibilities matrix outlining responsibilities of independent Quality Control on respective tasks within this scope of work herein. Refer to Chapter 5, Article 9 of the PDPM Appendix S for general guidance on the Quality Management Plan. The CONSULTANT will be responsible for incorporating SBCTA's Quality Assurance Plan and confirming that all the processes and procedures are met and incorporated into the CONSULTANT'S Quality Management Plan.

Deliverables:

- *Project Schedule Updates*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*
- *Project Management Plan/Communication Plan*

1.100.15-3 Risk Assessment

CONSULTANT will prepare the Risk Register in accordance with PDPM Appendix S. Since the reduced amount of data that is required for the PSR-PDS transfers risks to future phases and it is important to identify the risk, define the probability, define the severity, identify who or what the risk will impact, and identify the ownership of the risk. CONSULTANT will coordinate with the SBCTA, Caltrans, and project team members to jointly identify, assess, quantify, prepare a response to, monitor, and control capital project risks within the Risk Register. Potential risks will be evaluated and discussed by the PDT, and ownership of the risks will be identified. CONSULTANT will summarize project risks in the PSR-PDS and PA/ED.

Deliverables:

- *Risk Assessment Matrix*
- *Summary of Risks in PSR-PDS and PA/ED*

**2-150 DEVELOP PROJECT INITIATION DOCUMENT (PID)**

CONSULTANT will prepare a draft, final and signature ready document for each deliverable listed in PID Phase. It is assumed that SBCTA reviews are in advance of the CALTRANS reviews.

**2-150.05 Transportation Problem Definition and Needs Assessment**

CONSULTANT shall analyze the available information and department policies and directives to identify and resolve the project's need and purpose and general scope. In the case of a highway project this would include determining the existing and future transportation needs to include but not limited to: Vehicle Miles Travelled (VMT), Level of Service (LOS) for evaluation of build to no build scenario, a corridor analysis to determine deliverable volumes, multimodal opportunities, determining the general perimeters such as the required number of lanes, and analyzing traffic accident history. Information regarding future climate change projections and transportation resilience to climate stressors should be considered in conjunction with project scope development.

Deliverables:

- *Purpose and Need Statement*

**2-150.05.05 Review of Existing Caltrans Policies, Reports, Studies**

CONSULTANT will be responsible for obtaining all available existing reports, studies, and other information for the PROJECT. CONSULTANT will review all provided information and obtain any other available and necessary information for preparation of PSR-PDS.

CONSULTANT will obtain as-builts, utility information (conducted via Dig Alert search), Transportation Concept Report/Route Concept Report (TCR/RCR), Corridor System Management Plan (CSMP), Regional Transportation Plan (RTP), Congestion Management Program (CMP), 10-Year SHOPP, the State Implementation Plan, County of San Bernardino General Plan, City General Plan, local development plans, other reports.

Deliverables:

- *Photographs, Exhibits, Inventory List of related studies, mapping, reports, and as-built plans*

### 2-150.05.15 Utility Search

CONSULTANT will review existing plans/as-builts and field review the project area.

#### Deliverables:

- *Utility Portion of the Right of Way Data Sheet*

### 2-150.05.25 Traffic Forecasts/Modeling

Per the PSR-PDS guidelines the Traffic Engineering Performance Assessment (TEPA) will be limited to an assessment of readily available information. The TEPA will be based on information obtained from the Regional Model Data.

Data collected and found in various reports are representative of Project conditions and considered the most comprehensive available data for use in the PSR-PDS. Other additional and available data will be referenced if needed.

#### Analysis Scenario

- Existing Conditions (2025)
- Opening Year (2035)
- Design Year (2055) Conditions – No-Build Alternative
- Design Year (2055) Conditions – Build Alternative

#### Intersections or Ramps

- Interstate 15 Entrance and Exit Ramps Cleghorn Road
- California Highway Patrol Truck Check Station Ramps

#### Deliverables:

- *Traffic Forecast Volumes*
- *Level of Service*
- *Induced Travel Demand Analysis*

### 2-150.05.30 Survey and Maps for PID (Optional Task)

The PSR-PDS will utilize available aerial mapping provided by SBCTA. CONSULTANT will utilize available GIS right of way mapping. New or additional aerial mapping, survey, topographic mapping, or right of way mapping for the PROJECT may be required (optional task) for this phase of the work. CONSULTANT will obtain CALTRANS Encroachment Permit for general field and non-ground disturbing activities to obtain information for the project, such as field photography, traffic data, etc.

Deliverables:

- *Supplemental Topographic Mapping (Optional Task by CONSULTANT)*

2-150.05.35 Transportation Problem Definition and Site Assessment

CONSULTANT will establish the PROJECT need and purpose, including CAPTI elements, identification of logical termini and independent utility, in accordance with CALTRANS guidelines in the PDPM and Environmental Documentation requirements.

The analysis will summarize the information on capacity and operational deficiencies, congestion levels, future traffic levels of service (LOS), queuing analysis, potential for auxiliary lanes, and accident data provided by CALTRANS and PROJECT scoping. CONSULTANT will complete the Scoping Tools including the Transportation Planning Scoping Information Sheet (TPSIS attachment) and Design Scoping Index as outlined in Section 5, Article 2 and 4 of the PSR-PDS guidelines (Appendix S) within the Project Development Procedures Manual (PDPM).

Deliverables:

- *Problem Definition*
- *Transportation Planning Scoping Information Sheet (attachment to PSR-PDS)*
- *Design Scoping Index*
- *Project Determination Letter*

2-150.10.45 As-Built Centerline and Existing Right of Way

CONSULTANT will review the existing data and preliminary surveys as necessary, to locate existing facility centerline and right of way lines. Locate existing record information such as plans, As-builts, survey files and mapping, etc. Minimal surveys as necessary to locate right of way and centerline.

Deliverables:

- *A Design Software Project File and/or CADD Drawing File Containing Preliminary Centerline and/or Right of Way Line Locations Based on Record Data and Field Surveys.*

2-150.10.50 Transportation Climate Risk/Adaptation Evaluation

CONSULTANT shall identify potential risks to multimodal transportation network due to future climate hazards for incorporation in the project needs evaluation/identification.

Deliverables:

- *Identification and inclusion of the potential risk from climate stressors to include, but not limited to: Sea Level Rise, erosion, change in precipitation, flooding, extreme heat, and wildfires.*

## 2-150.15 Initial Alternatives Development and Concept Alternative Development

CONSULTANT, in coordination with SBCTA and Caltrans, will identify up to two (2) alternatives for the PSR-PDS. The two (2) alternatives will be agreed upon through a concept screening process. The concept screening process will consist of comparing up to five (5) concepts through various criteria that will be developed and coordinated with CALTRANS and SBCTA. One (1) concept screening workshop will be held to determine the alternatives that will be considered in the PSR-PDS and future phases. Each alternative studied will go through a constructability review to determine feasibility.

CONSULTANT will prepare layout schematics in 11x17 format at 1" = 100' scale for the alternatives as CALTRANS standard cut sheets including title block. The layout schematics will illustrate proposed lane configurations and include ramp, shoulders, and right of way for each alternative. Right of way requirements, retaining wall and potential sound wall locations may be shown (if applicable).

### Deliverables:

- *Concept Screening Matrix with up to two (2) concepts*
- *One (1) concept screening workshop*
- *Layout schematic and typical section sheet (8 total) for the two (2) recommended alternatives.*

## 2-150.10.05 Public/Local Agency Input

CONSULTANT shall use available information as collected from other involved agencies to prepare a compatible design with existing and future conditions. Involved agencies include, but will not necessarily be limited to the following:

- California Department of Transportation (CALTRANS)
- San Bernardino County Transportation Authority (SBCTA)
- Brightline West High-Speed Rail (BLW)
- United States Fish and Wildlife Service
- United States Forestry Service
- California Department of Fish and Wildlife
- San Bernardino County Transportation Department & Flood Control District

## 2-150.10-01 Perform Public and Community Outreach

The CONSULTANT will support SBCTA by executing an abbreviated but strategic public outreach program at established venues/sessions by the SBCTA to explain the proposed project, understand community/business concerns, offer opportunities for community feedback and two-way dialogue, and discuss the purpose and need for the project at either a local council or board meeting. Outreach activities will support the technical team, with materials designed to be bi-lingual and "user friendly" to confirm that the public understands the Project Initiation Document (PID) phase and how to provide valuable input to the delivery team.

Clear and concise project information will be produced through an equity lens and distributed by hand at meetings, through mailings, and electronically through email, web, and social as necessary. The CONSULTANT will facilitate developing an online Fact Sheet in English and Spanish for the Public Outreach from the SBCTA website.

The English/Spanish Fact Sheet will be prepared in close collaboration with the technical team, followed by one update. The information produced will be provided to SBCTA staff to be uploaded on the existing SBCTA hosted website for additional ongoing public access during the project's planning phase.

The informational materials will explain and illustrate the potential conceptual design alternatives to be studied further in PA/ED, the purpose and need, anticipated project delivery timeline, potential funding sources, and ways to obtain more information and provide feedback on the proposed project. The CONSULTANT will produce a brief presentation for stakeholder meetings and as visuals for use at the public outreach workshop. It is expected that any public outreach sessions will occur at a SBCTA provided facility.

*Deliverables:*

- *Attendance and participation at one (1) Public Outreach*
- *Stakeholder Contact Database / Project Distribution List;*
  - *Public Input / Comment Acknowledgment*
- *Project Fact Sheet in both English and Spanish*
- *Preparation of PowerPoint presentation for use at a SBCTA Board Meeting, if necessary*

Task 2-150.15 Alternative Analysis

CONSULTANT is required to develop the necessary scope and cost of each alternative to be presented in the PID. Costs developed in this activity will be used for programming purposes; consequently, the analysis should be of sufficient detail to identify all potential costs. Also included in this activity are tasks required to assess the adequacy of the alternatives to meet the project's need and purpose.

*Deliverables*

- *Establish Project Scope, Cost, and Feasibility for Presentation in the PID.*
- *Review and Presumably Prepare a List of Issues*

### 2-150.15.05 Right of Way Data Sheet

CONSULTANT will summarize the anticipated right of way, and utilities impacts for the build alternatives within the PSR-PDS using the Conceptual Cost Estimate Request/Right of Way Component in accordance with Section 5, Article 7 of the PSR-PDS guidelines (Appendix S) within the PDPM.

CONSULTANT will utilize available GIS preliminary mapping showing the property boundaries and right of way requirements to estimate the number, area, and magnitude of parcels required for acquisition and the likely number of easements needed. CONSULTANT will identify existing utilities and potential relocation activities using existing, available information (e.g., permit search, as-built drawings, field review). CONSULTANT will prepare “Conceptual Cost Estimate – Right- of-Way Component” to develop an order of magnitude cost estimate and to identify additional studies that may be needed during PA/ED. CONSULTANT will coordinate with the San Bernardino County Assessor records to assess per square foot unit costs and associated right of way costs relative to impacts to adjacent properties. The square foot unit costs will be developed in coordination with San Bernardino County Assessor records and comparable properties within the vicinity of the project.

#### Deliverables:

- *Preliminary Right of Way Requirement Exhibits for the build alternatives*
- *Utility Assessment (not a formal CALTRANS deliverable)*
- *Conceptual Cost Estimate – Right-of -Way Component*
- *Right of Way Data Sheet*

### 2-150.15.20 Preliminary Geotechnical Assessment and Life Cycle Cost Analysis

Using available Geotechnical information, the CONSULTANT will assess the existing data in the area. CONSULTANT will prepare a Life Cycle Cost Analysis (LCCA) for the PID phase of the proposed project. A Preliminary Materials Report (PMR) is not anticipated to be required for the PID phase of work and excluded from the scope of work at the PID Phase. The LCCA will be divided into three different pavement scenarios:

- Pavement Scenario 1 – worst case ramp 20/40-year Flexible & Rigid
- Pavement Scenario 2– worst case Local Interchange Roads 20/40-year Flexible & Rigid
- Pavement Scenario 3– worst case truck lane 20/40-year Flexible & Rigid

CONSULTANT will review existing geotechnical maps and reports in order to develop preliminary pavement sections based on highly simplified pavement assumptions. It is assumed that CALTRANS Mechanistic-Empirical calculations will not be required for this preliminary planning phase. CONSULTANT will also perform geotechnical analysis of the collected data and develop LCCA calculations and prepare a preliminary LCCA report presenting findings and preliminary pavement recommendations for the proposed improvements.

Deliverables:

- *Preliminary Geotechnical Report*
- *Preliminary Material Report*
- *Preliminary Foundation Report*
- *LCCA Assessment*

2-150.15.30 Structures Advance Planning Study (APS)

Using available as-built information for the existing structure facilities along the corridor, CONSULTANT will identify proposed structure improvements for the build alternatives in support of the cost estimate for the PSR-PDS. CONSULTANT will use a streamlined estimating process, such as square-footage costs to develop a "Structure PSR-PDS Cost Estimate" for inclusion into the PSR-PDS document when bridge and/or nonstandard retaining wall work is necessary.

CONSULTANT will prepare the Division of Engineering Services (DES) Scoping Checklist in coordination with Project Liaison Engineer. For a PSR-PDS, the level of detail in the DES Scoping Checklist and "Structure PSR-PDS Cost Estimate" is limited to information required to develop accurate work plans for the PA/ED phase.

CONSULTANT shall prepare an APS which shall evaluate the type of structures that are suited for the site, identify the scope of work related with each structure type and develop a cost associated with each structure type. The APS will follow the Office of Special Funded Projects (OSFP) Information and Procedures Guide Chapter 3, Section 3-2 and will include an APS checklist, Design Memo, and an Itemized Cost Estimate.

Deliverables:

- *DES Scoping Checklist*
- *Preliminary Structures Assessment - APS Memorandum*
- *Advance Planning Study*
- *APS Checklist*
- *Design Memo*
- *Itemized Cost Estimate*

2-150.15.35 Multimodal/Complete Streets Review

CONSULTANT should address temporary construction and permanent impacts as well as possible improvements to:

- Pedestrian facilities
- Bicycle facilities
- Transit facilities
- Park and Rides



- Equestrian Facilities
- Weight/Inspection Facilities
- Rest Area Facilities

Deliverables:

- *Engineering Planning Data Supporting or Rejecting Various Multimodal Proposals for the PID.*
- *Multi-Modal/Complete Streets Decision Document, if required*

2-150.15.40 Preliminary Drainage Assessment

Freeway, County, and/or City existing drainage systems and master planned drainage facilities will be reviewed and the impacts of the proposed build alternatives on these facilities will be assessed. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices will be reflected in the cost estimates. Detailed hydraulic/hydrologic calculations are outside the scope of this scope of work. CONSULTANT will identify permits for design, construction, and operations of drainage facilities.

Deliverables:

- *Preliminary Drainage Assessment (not a formal CALTRANS deliverable)*
- *Preliminary cost estimates to affected major drainage facilities*

2-150.15.45 Traffic Capacity Analysis (If required)

CONSULTANT will evaluate the project in accordance with CALTRANS Traffic Operations Policy Directive 13-02: Intersection Control Evaluation. CONSULTANT will evaluate intersection variations based on the first step of the screening process. CONSULTANT will document evaluation in an ICE Technical Memorandum to identify the preferred intersection control for the build alternatives within the PSR-PDS.

Deliverables:

- *Intersection Control Evaluation Technical Memorandum (Step 1)*

2-150.15.50 Traffic Engineering Performance Assessment

CONSULTANT will utilize available transportation reports for the corridor, performance monitoring systems, local agency transportation studies to complete the Traffic Engineering Performance Assessment (TEPA) as required within Section 5, Article 5 of the PSR-PDS guidelines (Appendix S) within the PDPM. CONSULTANT will estimate the scope and magnitude of the Traffic Engineering studies (i.e., Travel Forecasting; Traffic Analysis; Infrastructure Evaluation; Warrant Analysis; and Safety Review) that need to be performed during the subsequent PA/ED phase. To meet the purpose of the PSR-PDS, it is intended that the preliminary traffic engineering studies should be limited to an assessment of readily available information and data, and macro-level analysis and

evaluation. This effort will produce preliminary traffic engineering findings and estimates to inform and advise the PDT on:

- The potential scope of work and features (especially the traffic "elements" referenced above)
- Potential performance benefits and deficiencies
- The scope and magnitude of traffic engineering work (traffic forecasting, modeling, analysis, and evaluation) to be performed during the PA/ED phase

CONSULTANT will identify the traffic forecasting and traffic engineering studies needed to analyze, evaluate, and more accurately predict or estimate operational and safety performance of the proposed improvements during the future PA/ED phase. Future studies may require new data collection and forecasting.

CONSULTANT will perform a macro-level analysis at the study intersections and locations using Synchro software and HCM methodology, if necessary. Microsimulation is not assumed under this task. Traffic analysis will be conducted under existing conditions, opening year, design year (2055) no-build conditions, and design year (2055) with build alternative conditions. The analysis will present delay and level of service at each study intersection, if necessary, and freeway mainline. The analysis will be used to determine build alternative for the PSR-PDS. Detailed analysis (FREQ, CORSIM, VISSIM, etc.) will not be performed as part of this scope of work. CONSULTANT will summarize the assessment and key findings and estimates and incorporated into the PSR-PDS document.

Deliverables:

- *Traffic Engineering Performance Assessment*
- *Preliminary traffic assessment of build alternatives*
- *Summary of traffic engineering studies and scope for PSR-PDS*

2-150.15.50A10 Vehicle Miles of Travel Decision Document (VMTDD) (If required)

CONSULTANT will prepare the VMTDD that is now required as part of the PSR/PDS phase of the project. CONSULTANT will include preliminary forecasting to assist in estimating VMT and coordination with the project team to derive information needed for the document. CONSULTANT to prepare information for, coordinate on, and respond to comments.

Preliminary VMT determinations will be initially identified to determine if there are VMT implications for Wildomar Trail Interchange to strategize for the potential impacts by adding additional through lanes that will need to be addressed in PA/ED. Preliminary options for mitigation if VMT increases are expected should be listed as risk mitigation for each PROJECT. No additional through lanes are believed to be necessary for Bundy Canyon Road Interchange, therefore no VMT impacts are expected.

Deliverables:

- *VMT Decision Document*
- *Preliminary VMT determination and mitigation options for inclusion in the Risk Register, if necessary*

### 2-150.15.55 Construction Estimates

CONSULTANT will prepare a “Capital Outlay Project Estimate” in accordance with Section 4 of the PSR-PDS guidelines (Appendix S) within the PDPM. The cost estimate will be in the format of Appendix AA of the PDPM to support the PSR-PDS. A cost estimate will be prepared for build alternatives within the PSR-PDS. For the PSR-PDS capital cost estimates, an order of magnitude cost estimate will be prepared. CALTRANS will prepare the “Capital Outlay Support Estimate” to identify level of staff support for PA/ED.

#### Deliverables:

- *Capital Outlay Project Estimates for the build alternative(s)*

### 2-150.15.65 Climate Change Analysis (Greenhouse Emission Estimates and Reduction Strategies and Climate Change Adaptation/Resilience)

CONSULTANT will consider and document methods to reduce GHS and incorporate considerations of future climate conditions. Activities under this task should include evaluation of proposed project potential GHG emissions contribution and methods of reduction, evaluation or potential risk to the transportation system due to project climate stressors, and identification of the potential need for Nature based Solutions/Alternatives for consideration to address potential risk.

#### Deliverables:

- *Risk evaluation of potential climate stressors to impact transportation system and associated resources.*
- *Identification of potential sources of GHG emissions and strategies for reduction.*

## **2-150.20 Preliminary Environmental Analysis (PEAR)**

### 2-150.20.60 PEAR Preparation

CONSULTANT will prepare a draft and final Preliminary Environmental Analysis Report (PEAR), per CALTRANS Standard Environmental Reference Guidelines and the PEAR Handbook.

CALTRANS guidelines for the PEAR will follow the guidance available as of contract date. The PEAR will identify the anticipated Environmental Document, anticipated impacts, the future technical studies, and anticipated mitigations. The PEAR will also estimate the scope, schedule and preliminary costs associated with completing environmental compliance. The PEAR will also present and discuss the results of preliminary environmental studies in order to identify environmental analyses that may affect design.

The information contained in the PEAR will serve as a foundation to begin studies for the PA/ED phase.

In addition, cumulative impacts and context sensitive solutions will be summarized in the Technical Summaries section of the PEAR but will not have a separate technical memorandum prepared.

The PEAR will also include:

- Purpose and Need Statement
- A discussion of environmental resources and a description of the potential PROJECT issues or impacts, which could delay the PROJECT or affect any PROJECT alternative.
- Description of studies that are needed to complete an environmental evaluation (noting as necessary any seasonal constraints for these studies).
- A recommended environmental determination/documentation and a tentative schedule for its completion.
- Required or anticipated permits or approvals.

Deliverables:

- *Initial Noise, Scenic Resource, Biology, Cultural, Air Quality, Water Quality, Floodplain, Paleontology Assessments (not formal CALTRANS deliverables)*
- *Initial Site Assessment Checklist*
- *Draft and Final PEAR*

**2-150.25 PSR-PDS and Storm Water Data Report (SWDR)-PID**

**2-150.25.05 Draft PSR-PDS**

CONSULTANT will prepare a Draft PSR-PDS Report to document the geometric assumptions, initial studies, methodology, alternatives, findings, FHWA coordination and involvement, anticipated design exceptions with general PROJECT strategy of how to address within PA/ED phase (no fact sheets anticipated), stakeholder meetings and involvement and results in accordance with the requirements outlined as outlined within PDPM Appendix S.

Deliverables:

- *Draft PSR-PDS (including Preliminary Geometric Drawings for build alternatives)*
- *TMP Data Sheets*

### 2-150.25.10 Documentation and Exceptions to Design Standards

Fact Sheets for exceptions to advisory and mandatory Highway Design Manual standards are not required and excluded from this scope of work. CONSULTANT will evaluate the build alternatives using Design Information Bulletin 82-01 "Design Checklist". Deviations from design standards will be identified and described in the PSR-PDS. CONSULTANT will perform a non-standard feature risk assessment to indicate a level of risk for conceptual acceptability of the build alternatives. The design standards risk assessment is a list of design standards that will likely not be met for each alternative and the probability of approval for each proposed non-standard feature. CONSULTANT will attend a Design Exception Risk Assessment meeting with CALTRANS design staff to obtain approval of risk assessment.

#### Deliverables:

- *List of non-standard features for build alternatives*
- *Design Exception Risk Assessment for approval for non-standard features*

### 2-150.25.20 Final PSR-PDS

CONSULTANT will prepare the Final PSR-PDS based on any comments received from CALTRANS and schedule a focus meeting on first review comments. Response to comments will be prepared to address all the CALTRANS comments received on the Draft PSR-PDS. The Final PSR-PDS will establish the scope, schedule, and estimated costs of the alternative concepts to the PROJECT. The document will also include a tabulation of estimated project support costs and capital costs by project phase and fiscal year. CONSULTANT will coordinate and obtain final approvals of the PSR-PDS. CONSULTANT will update the FTIP and coordinate with SBCTA on the project description, funding, and schedule.

#### Deliverables:

- *Approved Final PSR-PDS*
- *Cost Estimates for Alternatives*
- *Updated FTIP Description*

### 2-150.25.25 Storm Water Data Report-PID

CONSULTANT will prepare stormwater documentation in accordance with Section 5, Article 3 of the PSR-PDS guidelines (Appendix S) within PDPM. Since the main purpose of the PSR-PDS is only to estimate the resources needed to complete PA/ED, the expected level of stormwater information for a PSR-PDS is much less than a regular Project Study Report or Project Report. The PSR-PDS evaluation will mainly focus on determining if there will be any significant impacts to the build alternatives, right-of-way needs, or PROJECT costs due to the need to incorporate treatment Best Management Practices (BMPs) for compliance with stormwater requirements.

Deliverables:

- *Draft and Final Storm Water Data Report-PID*

**3-160 PERFORM PRELIMINARY ENGINEERING & DRAFT PROJECT REPORT**3-160.05 Review Updated Project Information

CONSULTANT shall request, collect, assemble, and review pertinent project information, including, but are not limited to, prior Project Reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

Deliverables:

- *Project Records Files*

3-.160.10 Engineering Studies

CONSULTANT shall perform necessary Engineering Studies and preliminary design work required for the preparation of a Project Report, development and refinement of viable Project Build Alternatives, selection of the preferred alternative, and initiation of final design efforts. All engineering studies and reports prepared shall meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual, and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining right of entry permits required for field work from Caltrans and private properties willing to grant entry, SBCTA will assist in obtaining ROW entry permits when necessary.

3-160.10-05 Refine Project Alternative

CONSULTANT shall evaluate project alternatives and variations and develop refinements to improve conformance to standards, minimize impacts to Right of Way, and improve constructability.

3-160.10.10 Traffic Studies

CONSULTANT shall collect and analyze relevant travel-demand and travel forecast data to generate traffic forecasts to be used in the traffic operational analysis. If appropriate, CONSULTANT shall perform supplemental traffic forecasting and modeling. Future traffic projections should include data for intersections, highway mainline, and interchange ramps. Utilizing traffic forecasts, CONSULTANT shall perform a traffic capacity/operational analysis for each build alternative. The traffic operational analysis criteria to be used shall include, but not be limited to, levels of service, vehicle miles travelled, vehicle hours travelled, average speeds, and delay. The traffic operational analysis shall consider traffic control measures such as ramp metering and intelligent transportation systems. CONSULTANT shall prepare a traffic report that includes traffic information and analysis for current year, opening year, and a design horizon year.

Deliverables:

- *Traffic Studies*
  - *Draft/Final Traffic Forecasting and Analysis Assumptions and Methodologies Memorandum*
  - *Draft/Final Traffic Volumes Report*
  - *Draft/Final Traffic Operations Analysis Report*

3-160.10.15 Geometric Plans for Project Alternative

CONSULTANT shall prepare Geometric Plans for Project Build Alternative. This includes horizontal and vertical alignments, cross sections, typical sections, utility plans, and construction staging/detours plans.

Deliverables:

- *Geometric Plans for Project Build Alternative.*

3-160.10.20 Value Analysis

CONSULTANT shall conduct prepare a Value Analysis (VA) study to comply with Caltrans requirements. VA studies identify and evaluate alternative project solutions and provide recommendations to decision-makers. The list of VA Study participants will be developed by CONSULTANT and SBCTA. Once the Draft report has been reviewed by the project stakeholders, an implementation meeting will be conducted to resolve the disposition of the VA Alternatives presented in the report.

Deliverables:

- *Value Analysis Report*

3-160.10.25 Hydraulics/Hydrology Studies

CONSULTANT shall perform Hydraulics/Hydrology studies to analyze on-site and off-site storm water flows for each of the project build alternatives. CONSULTANT shall identify requirements for hydraulic and storm water treatment design features as part of this task. Results of this study shall be considered and utilized in the project preliminary design.

Deliverables:

- *Preliminary Drainage Report (Hydrology Report)*

### 3-160.40 Right of Way (ROW) Data Sheets

CONSULTANT shall assess project ROW requirements by obtaining ROW information and preparing ROW data sheets for each build alternative. This task shall include preliminary utility location work which includes, but not limited to, review of utility as-build plans and performing utility record searches. Results of this assessment will be used as basis for estimating ROW costs.

#### Deliverables:

- *ROW Data Sheets*

### 3-160.10.45 Utility Locations Determined for Preliminary Engineering

CONSULTANT shall perform all activities needed for Utility Locations Determined for Preliminary Engineering per Caltrans ROW manual and other requirements.

#### Deliverables:

- *Utility Relocation Estimate*
- *Utility correspondence*

### 3-160.10.55 Multi-Modal Study (If required)

CONSULTANT shall prepare Multi-modal Study. This review should address temporary construction and permanent impacts as well as possible improvements to Pedestrian, Bicycle, and Transit facilities.

#### Deliverables:

- *Draft / Final Multi-Modal Study*

### 3-160.10.80 Geotechnical Studies

CONSULTANT shall prepare a Preliminary Foundation Report (PFR), Preliminary Geotechnical Design Report (PGDR), and Preliminary Materials Report (PMR). Preliminary Materials Report which shall provide recommendations for pavement structure recommendations, pavement type, proposed pavement design life and corrosion studies if culverts are proposed. Results of this assessment will be used as basis for estimating project construction costs.

#### Deliverables:

- *Preliminary Foundation Report*
- *Preliminary Geotechnical Design Report*
- *Preliminary Materials Report*



### 3-160.10.85 Structures Advance Planning Study (APS)

CONSULTANT shall prepare an APS which shall evaluate the type of structures that are suited for the site, identify the scope of work related with each structure type and develop a cost associated with each structure type. Up to 3 structure types are anticipated to be investigated. The APS will follow the Office of Special Funded Projects (OSFP) Information and Procedures Guide Chapter 3, Section 3-2 and will include an APS checklist, Design Memo, and an Itemized Cost Estimate.

#### Deliverables:

- *Advance Planning Study*
- *APS Checklist*
- *Design Memo*
- *Itemized Cost Estimate*

### 3-160.10.95 Preliminary Transportation Management Plan (TMP)

CONSULTANT shall prepare the Preliminary TMP per the latest Caltrans guidelines and requirements.

#### Deliverables:

- *Draft and Final TMP*

### 3-160.15 Draft Project Report

CONSULTANT shall prepare a Draft Project Report following the Caltrans format. The Project Report shall be prepared by or under the supervision of a registered Civil Engineer in the State of California. The consideration of non-standard features will be closely coordinated with the SBCTA Project Manager and designee to confirm acceptability by the SBCTA.

#### Deliverables:

- *Draft Project Report*

### 3-160.15.05 Cost Estimates for Alternatives

CONSULTANT shall prepare the Cost Estimates (11-page format) for each alternative for the Draft Project Report per the latest Caltrans guidelines and requirements.

#### Deliverables:

- *Cost Estimate (11-page format)*

### 3-160.15.10 Design Standard Decision Document (DSDD)

CONSULTANT shall prepare the DSDD for both mandatory and advisory standards. The report will be prepared per the latest Caltrans guidelines and requirements. It is assumed that there is only one build alternative, so the DSDD can be drafted once the geometrics are defined for the PA/ED phase.

#### Deliverables:

- *Draft and Final Fact Sheets for Exceptions to Design Standards (Mandatory and Advisory)*

### 3-160.15.25 Draft Project Report Circulation Review and Approval

CONSULTANT shall circulate the DPR for review and comment. CONSULTANT shall address and incorporate Caltrans and SBCTA comments into the Final Project Report.

#### Deliverables:

- *Final Project Report*

### 3-160.15.99 Stage Construction Concept

CONSULTANT shall prepare stage construction concept to be included in the Project Report.

#### Deliverables:

- *Draft and Final Stage Construction Exhibit*

### 3-160.45 Geometric Approval Drawings (GADs), Base Maps and Plan Sheets for PA/ED Development

CONSULTANT shall prepare the geometric approval drawings (GADs) for the preferred build alternative. GADs shall include horizontal and vertical alignments, cross sections, and typical sections. Preparation of the GADs shall be performed in close coordination with Caltrans Design staff. CONSULTANT will be responsible for completion and approval of the GADs by Caltrans in a manner where there is sufficient time to proceed with the circulation of the Environmental Document and approval of the Project Report within the project schedule.

#### Deliverables:

- *Draft / Final GADs*
- *Plans Sheets for PA/ED*

### **3.165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT**

#### **3-165.10 General Environmental Studies**

CONSULTANT shall perform general environmental studies to support the evaluation of the Project Build Alternatives and, if necessary, to support the environmental determination made under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and other applicable environmental laws and regulations. Caltrans will act as the Lead Agency under CEQA and NEPA; the preparation of each environmental technical report shall be performed in consultation with the SBCTA Project Manager or designee. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans Standard Environmental Reference (SER) website, Caltrans Project Development Procedures Manual, local and state CEQA Guidelines, and FHWA Technical Advisory 6640.81 Guidance on Preparing and Processing Environmental and Section 4(f) Documents. The formats to be used for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those studies are initiated.

For this scope of work, the technical studies for which a specific scope of work has been included have been assumed based on a review of existing project information and a preliminary review of the project site. If additional studies are identified during the environmental phase of the project a scope of work and cost price proposal will be submitted for approval prior to their initiation.

#### **Deliverables:**

- *Draft / Revised Draft / Final Technical Studies*

#### **3-165.10.15 Community Impact Analysis Land Use and Growth Studies**

CONSULTANT shall perform activities related to socioeconomic, land use, and growth impact technical studies for use in the environmental document and prepare a technical report documenting study results.

#### **Deliverables:**

- *Community Impact Analysis Report*

#### **3-165.10.20 Visual Impact Assessment and Scenic Resource Evaluation**

CONSULTANT shall perform a visual impact analysis and prepare a visual impact analysis report which will be referenced in the environmental document. Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

In accordance with FHWA and the U.S. Department of the Interior guidelines, the visual analysis will be prepared under the direction of a licensed Landscape Architect and based

on FHWA's Visual Impact Assessment for Highway Projects. Based on the Visual Impact Assessment (VIA) Questionnaire it is assumed that a Visual Impact Assessment Memorandum (VIAM) would be appropriate. A short VIAM will be prepared following the Caltrans VIAM outline, so no simulations would be required

Deliverables:

- *Draft / Final Visual Impact Analysis Report including visual simulations and exhibits*

3-165.10.25 Noise Study (If required)

CONSULTANT shall prepare a Noise Study Report evaluating the noise impacts and potential noise abatement/mitigation measures, if any, associated with the proposed project. Because federal and Caltrans oversight is involved, the report will be prepared in accordance with procedures specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol).

Based on a preliminary review of the alignment, noise impacts are not predicted, therefore, a Noise Abatement Decision Report (NADR) will not be required.

Deliverables:

- *Draft / Final Noise Study Report*

3-165.10.30 Air Quality Study

CONSULTANT shall prepare an Air Quality Study Report. The report will provide the following discussion and analyses:

- Regulatory Setting and Existing Conditions.
- Evaluation of Construction Emissions.
- Evaluation of Operations-Period Mass Emissions.
- Localized Carbon Monoxide Hot Spot Analysis.
- Localized PM2.5/PM10 Hot Spot Analysis.
- Mobile Source Air Toxics.
- Climate Change/Greenhouse Gas Emissions.
- Mitigation Measures.
- Air Quality Conformity Analysis Report and Checklist.

Deliverables:

- *Draft / Final Air Quality Study Report*

### 3-165.10.35 Water Quality Studies

A Scoping Questionnaire for Water Quality Issues (SQWQI) will be prepared for the proposed project using the current SQWQI template available on the Caltrans SER. As required, this will address existing conditions, project description and impacts, and construction (temporary) impacts. It is assumed that the SQWQI will be sufficient, and a full Water Quality Assessment will not be required.

#### Deliverables:

- *Scoping Questionnaire for Water Quality Issues (SQWQI)*

### 3-165.10.40 Energy Studies

CONSULTANT will perform all activities related to energy impact analysis for use in the environmental document and prepare a technical report, if required, documenting study results.

#### Deliverables:

- *Energy Study Report, if required.*

### 3-165.10.60 Location Hydraulic and Floodplain Study Report

CONSULTANT will perform all activities related to preparing a Location Hydraulic Study, including structures hydraulics, for use in the environmental document and Draft Project Report and a Flood Plain Study for use in the Environmental Document; prepare a technical report or reports documenting study results.

#### Deliverables

- *Location Hydraulic Study*
- *Floodplain Study Report*
- *Technical Report Abstract for Use in Environmental Document Text*

### 3-165.10.65 Paleontology Study

CONSULTANT shall perform a paleontology study to identify and evaluate potential impacts to paleontological resources in the project area.

The following tasks shall be performed to evaluate paleontological resources:

- Document review
- Records search
- Paleontological resource assessment
- Field survey
- Preparation of technical report(s)

Based on preliminary review, a Paleontological Mitigation Plan (PMP) will be required for the proposed project. The PMP will be prepared under the supervision of a qualified Principal Paleontologist and will follow the PMP format as defined on the Caltrans SER.

Deliverables:

- *Draft / Final Combined Paleontological Identification Report (PIR) and Paleontological Evaluation Report (PER)*
- *Draft / Final Paleontological Mitigation Plan (PMP)*

3-165.10.75 Environmental Commitments Record (ECR)

CONSULTANT will prepare or update the ECR and its associated documentation.

Deliverables

- *Draft and Final ECR*

3-160.10.80 Hazardous Waste Initial Site Assessment

CONSULTANT shall perform a hazardous waste assessment to identify and evaluate the potential for Recognized Environmental Conditions (REC) that occur in the project area. This task shall include a literature search and review of historic information, interagency coordination with the appropriate agencies, field studies, and preparation of an Initial Site Assessment (ISA) report.

The ISA shall be prepared in general accordance with the Caltrans Initial Site Assessment Guidance Document, dated September 2006. Project specific scoping considerations include evaluations of right-of-way acquisition parcels and construction easements, proper management of any identified waste materials, and construction worker and public exposure to any identified onsite contaminants.

Review of local, state and federal regulatory databases and files in performance of the ISA. Based on these findings, additional information may be obtained from direct contact with regulatory agencies including the City Colton, San Bernardino County, California Regional Water Quality Control Board, California Department of Toxic Substances Control, Caltrans and the United States Environmental Protection Agency.

Deliverables:

- *Draft / Final Initial Site Assessment Report*

3-160.10.85 Hazardous Waste Preliminary Site Investigations

CONSULTANT shall perform an Aerially Deposited Lead (ADL) Survey. A report shall be prepared to transmit the field observations, laboratory data, data evaluation and statistics, and conclusions. The report will include diagrams of sample locations and laboratory results presented in tabular format. CONSULTANT will input the analytical data into a Caltrans format MS Access database and provide an electronic copy to the Client. A professional geologist (PG) will review/sign the investigation report. Hard copies and or

an electronic (.pdf file) of the final report will be submitted after the Client provides written draft report review comments.

Deliverables:

- *Draft / Final Aerial Deposited Lead Survey*

2-160.10.90 Climate Change Analysis (Greenhouse Emission Estimates and Reduction Strategies and Climate Change Adaptation/Resilience)

CONSULTANT will address all efforts to prepare the climate change evaluation and analysis. The quality review for the Climate Change Analysis is included here.

Deliverables:

- *Climate Change Analysis*

3-165.15 Biological Studies

CONSULTANT shall perform biological studies to assess potential impacts to biological resources in the project area. Biological studies perform shall support the environmental determination made in the Environmental Document and shall be used to demonstrate with all applicable biological related laws, regulations, and requirements, including but not limited to, the Federal Endangered Species Act, California Endangered Species Act, Clean Water Act, and the Department of Fish and Game Code. All biological studies performed and reports prepared shall meet Caltrans requirements according to the SER and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

3.165.15.20 Natural Environment Study

CONSULTANT shall perform a general biological study to identify biological resources that could be affected by the project. CONSULTANT may conduct informal consultation with appropriate regulatory agencies. Discussions and negotiations with external agencies as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

CONSULTANT shall conduct a literature search, perform field surveys, and prepare a Natural Environmental Study/Minimal Impacts (NES/MI) report analyzing potential impacts to biological resources. The report will be prepared in accordance with Caltrans SER guidance and will conform to the Caltrans NES/MI annotated outline that is available at the time that the NES/MI is initiated. A full NES is not assumed or included. The following tasks will be performed during the preparation of the reports:

- Review of Project Information and Applicable Literature
- Field Evaluation for Biological Resource Constraints
- Technical Report Preparation-A draft NES/MI will be developed based on results of the biological surveys and analysis and will describe:

Based on a preliminary review, the following can be assumed:

1. The project footprint includes over 10 drainages, including Cleghorn Creek. Five of these drainages appear in the United States Fish and Wildlife Service (USFWS) National Wetlands Inventory. Impacts to these drainages will trigger a series of regulatory permits including:
  - a. U.S. Army Corps of Engineers Section 404 Permit
  - b. California Department of Fish & Wildlife Section 1602 Streambed Alteration Agreement
  - c. Regional Water Quality Control Board Section 401 Water Quality Certification
2. A portion of the project footprint intersects with USFWS critical habitat for the Federally listed endangered *arroyo toad*. A Habitat Assessment for toad and potentially focus surveys would be required to confirm presence/absence.
3. The project is located 0.86 miles from the Federally listed endangered *San Bernardino Merriam's kangaroo rat* (SBKR) critical habitat. Focused surveys would be expected to be required for this species as well.
4. The Arroyo Toad critical habitat will trigger a USFWS Section 7 Biological Opinion, and if found, SBKR would also need to be covered in the Biological Opinion. SBKR is also a State listed endangered species and if found, a CDFW Incidental Take Permit or a Section 2081 would be required.
5. Over 20 species have been recorded within 2 miles of the project site on the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB). Habitat assessments for these species will be required and may trigger CEQA mitigation if present and impacted.
6. A survey will be required for the CDFW emergency listed Crotch's Bumble Bee. If found, an Incidental Take Permit would be required.
7. All the permits identified above will trigger mitigation requirements. Impacts to drainages and SBKR could likely be mitigated at a local mitigation bank. Should arroyo toad be impacted, these would be a much heavier mitigation burden.

Deliverables:

- *Draft / Final Natural Environment Study Report*
- *Draft / Final Focus Surveys*

3-165.15.99 Jurisdictional Delineation

For Projects that may impact areas under the jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and CDFW, a formal jurisdictional delineation is required utilizing resource agency standard delineation methods. CONSULTANT will delineate aquatic resources within the study area utilizing routine on-site methods. A pedestrian-based field survey of the study area will be conducted using sub-meter GPS accuracy to precisely delineate the boundaries of



agency jurisdiction. The field delineation will be augmented through aerial photo review and GIS analysis. The study area will include the Project footprint plus a 100-foot buffer. For the delineation, CONSULTANT will utilize procedures and practices in the following publications and agency guidance documents: USACE Wetland Delineation Manual (1987); USACE Regional Supplement to the Wetland Delineation Manual, Arid West Region, Version 2.0 (2008); and USACE and Environmental Protection Agency's (EPA) Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in *Rapanos v. United States & Carabell v. United States* guidance document (2007) as well as standard practices to delineate CDFW lake and stream resources and associated riparian vegetation.

The field survey results will be compiled and presented in a Jurisdictional Delineation Report prepared for the Project that will identify and quantify the limits of USACE wetland and non-wetland waters of the U.S., RWQCB wetland and non-wetland waters of the State, CDFW stream features and associated riparian areas, and MSHCP Riparian/Riverine habitats within the study area boundaries, where present. It will also include figures and maps showing the location of potential jurisdictional resources and a photolog that documents site conditions of specific drainage features. The Jurisdictional Delineation Report will not quantify impacts to jurisdiction resources; rather, impacts will be quantified and included within the NES/MI. The purpose of excluding impacts from the Jurisdictional Delineation Report is to avoid revisiting a final JD document should the Project impact footprint change during subsequent design revisions.

Deliverables:

- *Draft / Final Jurisdictional Delineation Report*

3-165.20 Cultural Resources Studies

CONSULTANT shall perform cultural resources studies to assess potential impacts to archaeological and historic resources in the project area. Cultural studies performed shall support the environmental determination made in the Environmental Document. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

This scope of work assumes that no archaeological sites will be identified in the Area of Potential Effect (APE) and that no testing and/or evaluation will be required. It is anticipated that an Archaeological Survey Report (Finding of No Archaeological Resources Present) will be prepared and no additional documentation will be required.

Based on a review of the anticipated APE, it is assumed that a Historical Resources Evaluation Report (HRER) will not be needed and no built environment resources will need to be evaluated. If any resources are identified as part of the record search then a scope and fee will be provided for approval prior to conducting this effort.

Following completion and approval of the APE, research, survey, outreach and reporting, a summary document (the HPSR) with attached Archaeological Survey Report (ASR) shall be generated. It is anticipated that the proposed project shall result in an HPSR with a finding that no properties eligible for listing on the NRHP or CRHR are present within

the project's APE.

Deliverables:

- *Draft / Final Archaeological Survey Report*
- *Draft / Final Area of Potential Effects/Study Area Map*
- *Native American Consultation*
- *Draft / Final Historical Property Survey Report*
- *Draft / Final Historic Resources Compliance Report*

**3-165.25 Draft Environmental Document**

3-165.25 Section 4(f)/6(f) Evaluation

CONSULTANT will perform all activities related to preparing a Section 4(f)/6(f) property evaluation, as appropriate.

Deliverables

- *Section 4(f)/6(f) property Evaluation*
- *Documentation of Coordination, if appropriate*

3-165.25.A Public Outreach

CONSULTANT shall coordinate with SBCTA Public Outreach consultant but will take the lead in providing the public notice about the project and coordinating public meetings, if necessary. CONSULTANT shall provide all Public Outreach collateral materials including notices, handouts, and exhibits. CONSULTANT may serve as initial point of contact for public inquiries and shall be expected to maintain a Public Outreach file, which shall include a project mailing list, correspondence log, and records of public meetings. Public Outreach coordination shall be performed in consultation with the SBCTA Project Manager or designee and the SBCTA Public Affairs Office.

Deliverables:

- *Public Outreach collateral materials/Electronic Media*
- *Public Outreach File*

3-165.25.15 Draft Environmental Document (DED)

CONSULTANT shall consider the scope of the project and results of the environmental technical studies to recommend and obtain direction from Caltrans and SBCTA on the appropriate environmental document to comply with CEQA and NEPA. Based on conceptual design and preliminary information, an Initial Study/Environmental Assessment (IS/EA) appears to be the appropriate CEQA and NEPA environmental document. If an IS/EA is appropriate, CONSULTANT shall prepare a draft environmental

document following available templates on the SER. CONSULTANT shall prepare a screen check IS/EA for an initial review. Following concurrence on the screen check IS/EA, CONSULTANT shall prepare a Draft IS/EA.

CONSULTANT shall prepare a Notice of Completion (NOC) and circulate the IS/EA pursuant to SER and the California Office of Planning and Research, State Clearinghouse guidelines. CONSULTANT shall prepare an Environmental Commitment Record (ECR) and will be responsible for the incorporation of applicable environmental conservation measures into the project final design.

Deliverables:

- *DED (IS/EA) including circulation*
- *Notice of Completion*
- *Environmental Commitment Record*

### **3.170 – PERMITS & AGREEMENTS**

#### **3.170.05 Determine Required Permits**

CONSULTANT shall perform work to identify all necessary permits to construction the project and obtain all necessary permits and agreements needed for environmental approval. Work as part of this task may include discussions with permitting agencies, preparation of the permit and attachments such as maps and other exhibits identify funds necessary for the permit application and submitting the permit. Discussions and negotiations with permitting agencies shall only be performed in consultation with the SBCTA Project Manager or designee.

Deliverables:

- *Various Environmental Resource Agency Permits Determination*

#### **3-170.20 Freeway Agreements**

If the Freeway Agreement needs to be updated, CONSULTANT should assist with the local agency reviews, coordination with Caltrans, and revision to the map.

Deliverables:

- *Executed Copies of the Freeway Agreement and Map*

### **3.180 PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED)**

#### **3-180.05.10 Final Project Report**

CONSULTANT shall perform work to incorporate comments received, update the information, and complete the Project Report for final Caltrans approval.

Deliverables:

- *Final Project Report*

#### **3-180.05.15 Storm Water Data Report (SWDR)-PA/ED**

CONSULTANT shall update and prepare the SWDR according to the latest Caltrans guidelines and procedures.

Deliverables:

- *Draft / Final SWDR – PA/ED*

#### **3-108.10 Final Environmental Document (FED)**

CONSULTANT shall update the DED to identify the rationale for selection of the Preferred Alternative. Subsequent to circulation of the FED, CONSULTANT shall prepare responses to comments received from the public and reviewing agencies. Preparation of the responses shall be conducted in consultation with the SBCTA Project Manager or designee. Responses to comments received shall be processed according to Caltrans guidelines. CONSULTANT shall prepare a Mitigated Negative Declaration (MND) and Finding of No Significant Impact (FONSI) for Caltrans approval.

Deliverables:

- *Responses to Comments*
- *FED Quality Control Review Certification*
- *FED (MND/FONSI)*

## *Minute Action*

### AGENDA ITEM: 12

***Date:*** January 8, 2025

***Subject:***

Annual Right-of-Way Acquisition Updates

***Recommendation:***

Receive and file the updated list of right-of-way property acquisitions for Project Delivery Department and Transit and Rail Department projects, which includes changes to the Board of Directors authorized property lists and provides the current listing of San Bernardino County Transportation Authority Eminent Domain actions.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) is responsible for the development and delivery of transportation projects. In the course of developing and delivering projects, the acquisition of public and private properties is often required to facilitate the implementation of projects. The intent of this agenda item is to inform the Board of Directors (Board) of SBCTA's success in avoiding costly litigation while acquiring property necessary for SBCTA's projects. This agenda item will also provide a listing of all properties that were approved by the Board and properties that have been added or deleted for these projects.

On January 2, 1971, Public Law 91-646 the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970," was signed into law by Congress to ensure that people whose real property is acquired, or who must move as a result of the needs of a Federal Aid project, will be treated fairly and equitably and will receive assistance in moving from the property they occupy to a location equal or better. To ensure fair and consistent treatment of property owners and those displaced as a result of the projects, SBCTA developed a Right-of-Way (ROW) Acquisition Procedures Manual compliant with all Federal and State laws, statutes, and regulations as applicable, to guide staff through the property acquisition, relocation, and disposition processes. To exercise consistent treatment of property owners, this process is utilized on all property acquisitions whether or not Federal funds are utilized.

SBCTA seeks to reach fair settlements with property owners based on the value of Just Compensation, which is derived from appraisal values. Through the acquisition process, staff is highly communicative with those affected by SBCTA's projects in order to gain a full understanding of each property owner's concerns and the factors concerning the appropriate property appraisal. While many acquisitions are either accepted based on Just Compensation, or with limited negotiations, there are situations where; due to schedule considerations, lack of property owner response, title issues on the property, or significant differences on the acquisition price; legal proceedings are required. In these cases, while negotiations with the property owners are continued, the Board conducts a Resolution of Necessity (RON) hearing to establish the need for the property, need for the project, and that a fair offer of Just Compensation has been tendered to the property owner of record.

In cases where a RON hearing occurs, the vast majority of the properties are acquired through a settlement prior to filing of litigation. Settlements occur through contracts that the SBCTA Acquisition Agent negotiates directly with property owners ('Contract' column in Table 1 on the following page), attorney settlement agreements that the court accepts or settlement agreements resulting from mediation by an unbiased third-party mediator ('Attorney' column in Table 1), or through a trial judgment ('Court' column in Table 1). Only a small proportion of properties actually go to trial to determine Just Compensation for property acquisition. Due to the cost

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

January 8, 2025

Page 2

associated with litigation, it is generally in SBCTA's best interest, and in the best interest of property owners, to settle on a fair determination of Just Compensation for the real property interests prior to trial. In an effort to meet the schedule and budget, and to follow State and Federal requirements, staff remains committed to practicing fair and equitable treatment of those impacted by SBCTA's projects. The following table is an update to one previously provided to the Metro Valley Study Session in March, 2024, showing the current status and number of properties acquired for SBCTA's projects and the ultimate disposition as to how a settlement was reached. To summarize, approximately 60% of all property acquisitions occur without a RON, and an overall 99.67% are acquired without going to trial.

Table 1

Project	Properties/Parcels						
	Number Acquired	Acquired with no RON Hearing	Resolution of Necessity (RON)				
			Total	Litigation/Pending Cases	Settlement Type		
					Contract	Attorney	Court
Interstate 10 Tippecanoe Avenue Interchange (Caltrans performed ROW acquisition and eminent domain)	63	36	27	0	9	16	2
Interstate 15/Interstate 215 Devore Interchange (SBCTA performed ROW acquisition and Caltrans performed eminent domain)	85	56	29	0	2	27	0
Interstate 215 Barton Road Interchange	37	21	16	0	7	9	0
Lenwood Road Grade Separation	35	10	25	0	17	8	0
Laurel Street Grade Separation	29	22	7	0	6	1	0
Hunts Lane Grade Separation	26	18	8	0	0	8	0
Palm Avenue Grade Separation	9	3	6	0	3	3	0
US 395	67	19	48	0	25	22	1
State Route 210 Base Line/ Lane Addition*	25	21	4	0	1	3	0
State Route 60 Archibald*	6	0	6	3	0	3	0
State Route 60 Central*	6	1	5	1	2	2	0
Interstate 10 Corridor*	183	128	55	7	27	21	0
Mount Vernon Viaduct*	40	30	10	4	5	1	0
Interstate 10 Cedar*	31	19	12	2	0	10	0
Interstate 215 University Parkway*	5	3	2	2	0	0	0
I-10 Mount Vernon Avenue*	3	0	3	3	0	0	0
Interstate 10 Corridor Phase 2	33	33	33	0	0	0	0
US 395 Phase 2	46	16	30	22	8	0	0
West Valley Connector Project*	181	71	110	18	46	46	0
Redlands Passenger Rail Project	62	41	21	0	21	0	0
Rancho Siding Project	3	3	0	0	0	0	0
<b>Total</b>	<b>975</b>	<b>551</b>	<b>457</b>	<b>62</b>	<b>179</b>	<b>180</b>	<b>3</b>

\*Still in progress

San Bernardino County Transportation Authority

## Board of Directors Agenda Item

January 8, 2025

Page 3

The second part of this agenda item is to provide the Board with a complete listing of properties that were approved by the Board for these various projects, including added or deleted properties. Projects with ROW acquisition requirements are taken before the Board and approved with the following language:

*“Authorize staff to appraise properties identified in Table \_\_ and to make offers of Just Compensation to the property owners for the acquisition of property necessary for the XXX (Project); and”*

*“Authorize the Director of Project Delivery to add or delete parcels in Table \_\_ as the Director of Project Delivery determines necessary for the Project.” Or*

*“Authorize the Director of Transit and Rail Programs to add or delete parcels in Table \_\_ as the Director determines necessary for the Project.”*

During the course of project development, minor changes to a project's ROW requirements may occur due to design refinements, construction staging revisions, or utility relocation requirements. SBCTA typically tries to minimize the property impacts on every project, but often the identified list of properties occurs relatively early in the final design and ROW phases, which is why there can be changes to these requirements as the project progresses. Attached are the tables with lists for projects which have been previously approved by the Board. While some projects have had additions or deletions from what was originally approved by the Board, others have had no changes.

Annually, complete listings of Board approved property acquisitions, including added or deleted properties, will be provided to the Metro Valley Study Session, and/or the Mountain/Desert Policy Committee, as well as the Board unless otherwise requested.

**Financial Impact:**

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

**Reviewed By:**

This item was received by the Board of Directors Metro Valley Study Session on December 12, 2024.

**Responsible Staff:**

Tracy Escobedo, Management Analyst II

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Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

**SR 210 Lane Addition and Base Line Interchange Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**November 1, 2017**

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
1191-121-26	BOTTINI, STEVEN & BERTA LISA	RESIDENTIAL
1191-121-25	CU, DENNIS & TERESITA	RESIDENTIAL
1191-121-24	ROCHESTER, TERRESA M	RESIDENTIAL
1191-121-23	CHIEM, KATHERINE	RESIDENTIAL
1191-121-22	2015-2 IH2 BORROWER LP	RESIDENTIAL
1191-121-21	HOLLEY, MANUEL L	RESIDENTIAL
1191-121-36	DEJESUS TAVARES PEREZ, JOSE	RESIDENTIAL
1200-181-01	MDM PTS-LP	RESIDENTIAL
1200-421-02		
1200-421-03	FOCUS BASELINE, LLC	VACANT
1191-315-09		
1191-315-10	PLASENCIA, GLORIA	RESIDENTIAL
1191-294-25	WILLOW CREEK TOWNHOUSES LLC	RESIDENTIAL
1191-294-26	AGOURA WILLOWCREEK LTD	RESIDENTIAL
1201-051-16	YN PROPERTIES LLC	COMMERCIAL
1201-051-17	KOAM PROPERTY INVEST, INC	COMMERCIAL
0285-176-16	HIGHLAND AND STERLING LLC	COMMERCIAL
0290-271-07		
0290-271-08	ROBERTSON'S READY MIX	INDUSTRIAL
0290-271-02	CITY OF REDLANDS / CEMEX	INDUSTRIAL
1191-121-34	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	
4200-181-01	CITY OF SAN BERNARDINO	PUBLIC
4200-461-08		
4200-461-09		
4200-461-24	ROBERT M. HACKERD TRUST	COMMERCIAL
4200-461-25		
4201-091-45	AGAA LIMITED PARTNERSHIP	COMMERCIAL

\*Note: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted.



SR 60 Archibald Project Parcel Listing  
Approved  
Board of Directors  
September 6, 2017

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
1083-011-01	KUZINA DEVELOPMENT LLC	COMMERCIAL
1083-071-14	SHIL & MINAH PARK	INDUSTRIAL
1083-071-04	DENNYS, INC	COMMERCIAL
1083-071-26	PATEL & JOSHI HOSPITALITY CORP	COMMERCIAL
1083-071-10	GOLDEN ARCH LIMITED PARTNERSHIP	COMMERCIAL
<b>1083-011-05</b>	<b>MALKHASIAN, GARY K. &amp; MALKHASIAN, ANDREW S.</b>	<b>COMMERCIAL</b>

\*Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Bolded parcels were added.

Attachment: [PDF] Copy of Project Parcel Listings (11181 : Annual Right-of-Way Acquisition Updates)

SR 60 Central Avenue Project Parcel Listing  
Approved  
Board of Directors  
July 11, 2018

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
1015-021-34	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	CHANNEL
1015-071-10		
1015-041-06	LUCRATIVE NETWORK LLC	COMMERCIAL
1015-041-07	G6 HOSPITALITY	COMMERCIAL
1015-041-12	AMTEE INVESTMENTS	COMMERCIAL
1015-301-01	ELITE DYNAMICS	COMMERCIAL
1015-271-05	THRIFTY OIL COMPANY	COMMERCIAL

Attachment: [PDF] Copy of Project Parcel Listings (11181 : Annual Right-of-Way Acquisition Updates)

I-10 Corridor Contract 1 Project Parcel Listing  
Approved  
Board of Directors  
July 12, 2017

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0108-381-23	MANEK HOLDINGS LLC	COMMERCIAL
0108-381-30	MISTY LAKE PROPERTIES LP	COMMERCIAL
0108-381-32	REGENCY INN ONTARIO, LLC	HOTEL
0108-382-07	KSKB HOLDINGS LLC	MOBILE HOME PARK
0108-501-43	CUBE SMART LP	COMMERCIAL
0108-501-46	W & W ONTARIO PARTNERS LLC	COMMERCIAL
0110-144-63	ML CASA III LP	MULTI FAMILY RESIDENTIAL
0110-144-68	AMBERWOOD VILLAGE	MULTI FAMILY RESIDENTIAL
0110-172-03	CITY OF ONTARIO	FIRE DEPARTMENT
0110-172-09	DE BERARD CHARLES & HELEN TR 6-21- 8	COMMERCIAL
0110-172-10	HP LODGING LLC	MOTEL
0110-181-19	1600 E 4TH STREET LLC	COMMERCIAL
0110-191-33	DS HOTEL INVESTMENTS INC	HOTEL
0110-191-43	ML CASA III LP	MULTI FAMILY RESIDENTIAL
0110-202-22	GUEREQUE NORMA A	RESIDENTIAL
0110-202-23	AGUIRRE NICOLAS & IRMA R	RESIDENTIAL
0110-202-24	PADILLA JOSE A SALVADOR JUANITA	RESIDENTIAL
0110-202-46	SALEHRABI SHAY S	VACANT
0110-311-52	CRAIG DEVELOPMENT CORP	VACANT
0110-311-53	CRAIG DEVELOPMENT CORP	VACANT
0110-311-54	CRAIG DEVELOPMENT CORP	VACANT
0110-311-55	CRAIG DEVELOPMENT CORP	VACANT
0110-321-12	PADASH INC	COMMERCIAL
0110-321-70	CRAIG DEVELOPMENT CORP	VACANT
0110-321-71	CRAIG DEVELOPMENT CORP	VACANT
0110-321-72	CRAIG DEVELOPMENT CORP	VACANT
0110-321-78	CRAIG DEVELOPMENT CORP	VACANT
0110-311-55	CRAIG DEVELOPMENT CORP	VACANT
0110-361-08	MARTINEZ JUAN	RESIDENTIAL
0110-375-01	PINEDA JOSE MOLINA	RESIDENTIAL
0110-375-02	FOREMAN KENNETH W SR & ERICA L	RESIDENTIAL
0110-375-03	CAMPBELL DANIEL & COREY	RESIDENTIAL
0110-375-04	HERNANDEZ EDHY I	RESIDENTIAL
0110-375-05	COURSEY WALTER L & CHERYL L	RESIDENTIAL
0110-375-06	SANTANA CARLOS H	RESIDENTIAL
0110-375-07	GODINEZ LEONEL GODINEZ ELIDA	RESIDENTIAL
0110-375-08	MALDONADO JORGE	RESIDENTIAL
0110-375-09	SWEIDAN GREGORY B & MARIA	RESIDENTIAL
0110-375-10	GUTIERREZ GABRIEL GUTIERREZ ORALI	RESIDENTIAL
0110-375-11	CUEVA DEANN & JUAN	RESIDENTIAL
0110-375-12	GULWELL DONALD L SR AND IRENE	RESIDENTIAL
0110-381-01	GAMBIO FAMILY TRUST 1/24/97	RESIDENTIAL
0110-381-02	THOMAS KADER R	RESIDENTIAL
0110-381-03	CHEN WEN TU & AMANDA YU FANG	RESIDENTIAL
0110-422-01	CORTEZ EFRAIN	RESIDENTIAL
0110-422-02	PEDROZA SERGIO & RAQUEL	RESIDENTIAL
0110-422-03	TORRES ARMANDO & MARIA ARMEN	RESIDENTIAL
0110-422-04	CRINER JAMES CHARLES	RESIDENTIAL
0110-422-05	DAGOBERTO PINEDA	RESIDENTIAL
0110-422-06	ALCALA GUADALUPE & CARMEN	RESIDENTIAL
0110-422-07	CORTEZ RAMOS JOSE M ESQUIVEL UILLERMINA	RESIDENTIAL
0110-422-08	TAMAYO MARIA M TAMAYO ONATHON	RESIDENTIAL
0110-422-09	GARCIA JESUS	RESIDENTIAL
0110-422-10	HERNANDEZ SALVADOR HERNANDEZ ALBERTO	RESIDENTIAL
0110-422-11	JUANMOLINA TR	RESIDENTIAL
0110-422-12	CEJA JANET	RESIDENTIAL
0110-422-13	PURDY MARGARET E TR	RESIDENTIAL
0110-422-14	LUCAS JUAN T CARRIZALES LORIA RODRIGUE	RESIDENTIAL
0110-422-15	STANSBURY JOHN JR & BRENDA	RESIDENTIAL
0110-422-16	MARTINEZ MARICELA	RESIDENTIAL
0110-422-17	PEASE STEVEN D & CHRISTINA D	RESIDENTIAL
0110-422-18	GONZALES GILBERT M & ROSA L FAM TRU	RESIDENTIAL
0110-422-19	ELIZONDO FRANCISCA	RESIDENTIAL
0110-422-20	FERRERI GARY S	RESIDENTIAL
0110-422-21	FLORES GONZALO ANDRADE HERNANDEZ LAURA	RESIDENTIAL
0110-422-22	JOSE FRANCISCO AGUILAR	RESIDENTIAL
0110-422-23	AVILA JOSE ISABEL	RESIDENTIAL
0110-422-24	ALLENDE MIGUEL & JUANA (SP-IGUEL)	RESIDENTIAL
0110-422-25	VEGA OCTAVIO S & ROSA P	RESIDENTIAL
0210-191-13	SEDONA COURT ADJACENT LLC	COMMERCIAL
0210-191-15	AP-TRANSPARK LLC	COMMERCIAL
0210-191-16	REXFORD INDUSTRIAL REALTY, LP	COMMERCIAL
0210-192-21	ONTARIO AIRPORT BUSINESS CENTER LLC	COMMERCIAL
0210-192-22	ONTARIO AIRPORT BUSINESS CENTER LLC	VACANT
0210-192-23	ONTARIO AIRPORT BUSINESS CENTER LLC	VACANT
0210-192-24	ONTARIO AIRPORT BUSINESS CENTER LLC	VACANT
0210-193-20	SOUTHWEST REGIONAL COUNCIL OF CARPEN	SCHOOL/PARK
0210-211-50	PLAZA CONTINENTAL GROUP, LLC	COMMERCIAL
0210-212-20	HEARTHSTONE PROPERTIES POMONA	INDUSTRIAL

Attachment: [PDF] Copy of Project Parcel Listings (11181 : Annual Right-of-Way Acquisition Updates)

0210-212-28	LARO PROPERTIES LP	COMMERCIAL
0210-212-29	CITIZENS BUSINESS BANK	COMMERCIAL
0210-212-30	CITIZENS BUSINESS BANK	COMMERCIAL
0210-212-31	CITIZENS BUSINESS BANK	COMMERCIAL
0210-212-32	501 PONDEROSA LLC	INDUSTRIAL
0210-212-47	LBA RV-COMPANY, LLC	INDUSTRIAL
0210-212-55	ONTARIO REAL PROPERTY HOLDINGS LLC	COMMERCIAL
0210-212-60	PRIME A INVESTMENTS LLC	VACANT
0210-551-01	CARVANA	VACANT
0210-551-09	DLR HOLDINGS 4 LLC	OFFICE
0210-551-12	CENTRELAKE HOSPITALITY INC	HOTEL
0210-551-13	OSAKA-PANDA ONTARIO LTD	COMMERCIAL
0210-551-14	CHAMPANA DEVELOPMENT GROUP	COMMERCIAL
0210-551-16	W E ONTARIO LLC	COMMERCIAL
0238-041-30	ZELMAN-ONTARIO LLC	COMMERCIAL
0238-051-39	PANCAL-ONTARIO PHASE TWO-255-LC	COMMERCIAL
0238-051-40	PANCAL-ONTARIO PHASE TWO-255-LLC	COMMERCIAL
1008-181-07	5060 MONTCLAIR PLAZA LANE HOLDINGS L	COMMERCIAL
1008-191-01	5060 MONTCLAIR PLAZA LANE HOLDINGS L	COMMERCIAL
1008-191-04	5060 MONTCLAIR PLAZA LANE HOLDINGS L	COMMERCIAL
1008-191-05	CITY OF MONTCLAIR	CHANNEL
1008-201-01	MORENO STREET PROP LLC	COMMERCIAL
1008-201-20	BLANCHE CAHVIN FAMILY LTD PARTNERSHIP	COMMERCIAL
1008-201-22	MONTCLAIR PLAZA PARTNERS, LLC	COMMERCIAL
1008-211-05	CANBEMORE, LLC	INDUSTRIAL
1008-211-06	MORENO ST LLC	COMMERCIAL
1008-211-04	BBNE INVESTMENTS MONTCLAIR, LLC	COMMERCIAL
1008-211-07	BBNE INVESTMENTS MONTCLAIR, LLC	COMMERCIAL
4008-231-08	DEJAGER FAMILY TRUST 12/8/00	COMMERCIAL
4008-231-21	MKP HOSPITALITY INC	HOTEL
1008-242-07	CT RETAIL PROPERTIES FINANCE II C	COMMERCIAL
1008-261-10	WITT VIRGINIA R WITT DARWIN E	COMMERCIAL
1008-261-45	CHURCH OF CHRIST INLAND VALLEY INC	CHURCH
1008-272-08	MOUNTAIN SIXTH ASSOCIATES LLC	COMMERCIAL
1008-283-31	BERNAL ARMANDO & MARIA R	RESIDENTIAL
1008-283-32	MARTIN, BENEDICTO & RUBY T	RESIDENTIAL
1008-301-25	OBREGON FRANCISCO A & ROSA A	RESIDENTIAL
1008-301-26	COVERT FAMILY LIVING TRUST (09/03/02)	RESIDENTIAL
1008-301-27	SBCTA-OWNED	RESIDENTIAL
1008-301-28	KENNON SHARON	RESIDENTIAL
1008-301-34	RYNEER JAMES	RESIDENTIAL
1008-301-35	SBCTA-OWNED	RESIDENTIAL
1008-311-01	MAKI DONALD	RESIDENTIAL
1008-311-04	MALETTO ANNETTE R	RESIDENTIAL
1008-311-05	GABRIEL ALEJANDRE & KAREN ALEJANDRE	RESIDENTIAL
1008-311-06	CITY OF MONTCLAIR	PARK
1008-311-16	PENIEL CHURCH	CHURCH
1008-311-17	CITY OF MONTCLAIR	PARK
1008-311-18	CITY OF MONTCLAIR	PARK
1008-311-19	COX COMMUNICATIONS PCS LP	PARK
1008-331-07	FORMOSA RENTALS LLC	COMMERCIAL
1008-331-08	9645 ASAHU LLC	COMMERCIAL
1008-331-16	PACIFIC MONTE VISTA, LP	COMMERCIAL
1008-341-08	PACIFIC MONTE VISTA, LP	COMMERCIAL
1008-332-03	CITY OF MONTCLAIR	COMMERCIAL
1008-332-04	PRESS ON PROPERTIES, LLC/ONTARIO NISSAN INC	COMMERCIAL
1008-341-04	A & R MANAGEMENT AND DEV CO NO 3 LP BLACK STANLEY & JOYCE FAM	COMMERCIAL
1008-344-06	PRESS ON PROPERTIES, LLC/ONTARIO NISSAN INC	COMMERCIAL
1008-344-07	PRESS ON PROPERTIES, LLC/ONTARIO NISSAN INC	COMMERCIAL
1008-351-07	A & R MANAGEMENT AND DEV CO NO 3 LP BLACK STANLEY & JOYCE FAM	COMMERCIAL
1008-651-15	PEACEMAKERS INTERNATIONAL; AGAPE RENEWAL MINISTRY	COMMERCIAL
1009-142-01	MONTE VISTA COUNTY WATER DISTRICT	UTILITY BUILDING
1009-144-43	THE ANDEN GROUP	MULTI FAMILY RESIDENTIAL
1009-153-58	CITY OF MONTCLAIR	LANDSCAPE
1009-153-60	CITY OF MONTCLAIR	VACANT
1047-172-02	916 DEODAR STREET LLC	MULTI FAMILY RESIDENTIAL
1047-172-03	SPANGLER, JEFFREY & DENISE FAM TR 9	RESIDENTIAL
1047-172-13	BNL LAND, LLC	RESIDENTIAL
1047-172-15	BNL LAND, LLC	RESIDENTIAL
1047-172-17	T & S ALLIED INVESTMENTS/ TZYH-DER SUN (PREV: ACOSTA ROSA H)	RESIDENTIAL
1047-172-19	WALLACE KIRK & ELENA	RESIDENTIAL
1047-192-61	HEMPHILL LEWIS E TR BIGGS CYNTHIA L TR	COMMERCIAL
1047-202-01	REED DENISE R	RESIDENTIAL
1047-202-16	MALDONADO LUIS M & BEATRIZ A	RESIDENTIAL
1047-202-17	THANH VIET LA PHAM GIANG MINH T	RESIDENTIAL
1047-202-18	FLORES ANTONIO & BLANCA	RESIDENTIAL
1047-211-01	MULLIS CHESTER JR & MARY E	RESIDENTIAL
1047-211-02	RUVALCABA MANUEL & HERMINIA	RESIDENTIAL
1047-211-06	OPRAC	MEDICAL
4047-221-28	HERNANDEZ-IRENE	RESIDENTIAL
1047-221-47	WU, ROBERT	MULTI FAMILY RESIDENTIAL

1047-221-48	CITY OF UPLAND	UTILITY
1047-231-02	PARYS HOLDINGS LLC	COMMERCIAL
1047-231-05	WSSC MANAGEMENT, LLC	COMMERCIAL
1047-243-10	BUSH, MICHAEL & SUSAN	RESIDENTIAL
1047-243-11	STEVENSON BILLIE L & DONNA C	RESIDENTIAL
1047-252-04	PEREZ, JOSE CARLOS	RESIDENTIAL
1047-252-02	RAMOS, JEANETTE R; FIERRO, MARISA N	RESIDENTIAL
1047-252-03	DELGADO JOAQUIN B & CECILIA	RESIDENTIAL
1047-252-04	RAMOS GILBERT R & EVANGELINA	RESIDENTIAL
1047-252-05	CAVALLO DONALD A	RESIDENTIAL
1047-252-08	PALICKI FAMILY TRUST 7/8/14	RESIDENTIAL
1047-252-10	ESPINOSA ERASMO JR & MARY L	RESIDENTIAL
1047-252-11	ALVIN WILSON BROWN (PREV. FLORES, ALEX RENE)	RESIDENTIAL
1047-252-12	LEE TIMOTHY RANDALL DAVID & STACI A	RESIDENTIAL
1047-252-13	MATULIONIS MARGIS & KATHLEEN	RESIDENTIAL
1047-252-18	CEJA MARY A	RESIDENTIAL
1047-252-19	HOLMES GLENN R & MARY JANE	RESIDENTIAL
1047-252-20	PRATT MARY A FAMILY PROVISIONS TR	RESIDENTIAL
1047-252-21	HALL CHRISTENSEN MARLYS G	RESIDENTIAL
1047-252-30	MCBRIDE BRIAN T & LINDA J	RESIDENTIAL
1047-252-31	SHIRELY ESTELLE	RESIDENTIAL
1047-262-11	EPPS MARY E	RESIDENTIAL
1047-262-12	MUKHTI INVESTMENT GROUP LLC	RESIDENTIAL
1047-262-26	THE STEWART GROUP	COMMERCIAL
1047-262-27	STEWART GROUP LLC THE	COMMERCIAL
1047-272-02	ADAMS JASON M & MONICA	RESIDENTIAL
1047-272-03	KOKUGA RONALD H & KAREN A	RESIDENTIAL
1047-272-04	SOTELO NORBERTO & LISA	RESIDENTIAL
1047-272-05	HAYLER DANIEL & LETICIA	RESIDENTIAL
1047-281-07	HERRERA ISIDRO R & IRENE F	RESIDENTIAL
1047-281-08	HERRERA ANTONIO JR	RESIDENTIAL
1047-281-22	GONZALEZ, JOE H	RESIDENTIAL
1047-281-23	OSBORN MARVIN & SANDRA FRAMILY TRU	RESIDENTIAL
1047-281-37	COPELAND CAROLE J LIVING TRUST - ES	RESIDENTIAL
1047-281-38	ARVIZO TILLIE IRREVOACABLE TR	RESIDENTIAL
1047-281-54	BANG, MICHAEL	RESIDENTIAL
1047-281-55	JONES CHARLES & SANDY	RESIDENTIAL
1047-281-56	CADENA MICHAEL A JR & BERENICE	RESIDENTIAL
1047-281-57	REYES DAVID J & ROSITA	RESIDENTIAL
1047-281-58	JOHN REYES AND ELIZABETH T. KOSSMAN; AND DAVID J. REYES	RESIDENTIAL
1047-292-10	L2 GROUP LLC	RESIDENTIAL
1047-293-01	CHILDERS BEVERLY TRUST 10/10/12	RESIDENTIAL
1047-294-01	NEVILLE JON PAUL & GAYLEAN	RESIDENTIAL
1047-294-02	ESPEJEL LUIS & ANGELES	RESIDENTIAL
1047-294-03	ANDRADE ALBERT A & SHEILA M	RESIDENTIAL
1047-294-04	POULTON JIM & SHARON REV TR 11/11/0	RESIDENTIAL
1047-294-15	HOTALING NICHOLE C BECERRA ALBERT	RESIDENTIAL
1047-294-16	COGNET GUY BECERRA MARYLN VELAZ	RESIDENTIAL
1047-393-15	SANCHEZ REBECCA A	RESIDENTIAL
1047-393-16	BAEZ JOSE A CERVANTES-BAEZ NORMA	RESIDENTIAL
1047-394-01	CORRALES M JONAVI	RESIDENTIAL
1047-394-02	PIRRO, WILLIAM F. III & SANDOVAL, DESERIE A.	RESIDENTIAL
1047-394-03	BRADSHAW FAMILY TRUST 7-20-00	RESIDENTIAL
1047-394-24	OJEDA MARIO	RESIDENTIAL
1047-394-25	RUIZ IRENE	RESIDENTIAL
1047-394-26	FLORES JUAN A FLORES BLANCA E	RESIDENTIAL
1047-424-01	PEREZ 2003 FAMILY TRUST	RESIDENTIAL
1047-424-02	CHEN, LI JUN; CHEN, WEN BIN	RESIDENTIAL
1047-424-03	PHAM, TRAC NGOC	VACANT
1047-424-04	SAN ANTONIO WATER CO	WELL/WATER
1047-424-05	LIMON LAMERTO & MIRNA	RESIDENTIAL
1047-424-06	MEDINA RICARDO & MARIA D	RESIDENTIAL
1047-424-61	EUCLID GARDEN PARTNERSHIP	MULTI FAMILY RESIDENTIAL
1047-431-34	ARAIN, MOHAMMAD HASSA SEP PROP FAM TR	MULTI FAMILY RESIDENTIAL
1047-443-01	ZHU HUILI	VACANT /CHANNEL
1008-331-06	CRYSTAL RIDGE INVESTMENT	COMMERCIAL
1047-242-13	CITY OF ONTARIO	PUBLIC
1047-242-14	CITY OF ONTARIO	PUBLIC
1047-242-15	CITY OF ONTARIO	PUBLIC
1047-242-16	CITY OF ONTARIO	PUBLIC
1047-242-17	CITY OF ONTARIO	PUBLIC
1047-242-18	CITY OF ONTARIO	PUBLIC
1047-242-19	CITY OF ONTARIO	PUBLIC
1047-262-10	LARRY AND LETICIA SCHROEDER (PREV. COBBOLD FAMILY TRUST 2-20-03)	RESIDENTIAL
1047-411-14	MACIAS, ANA	RESIDENTIAL
1047-411-30	GONZALEZ, MARIA DE JESUS	RESIDENTIAL
1008-201-19	CHAVIN FAMILY PARTNERSHIP	COMMERCIAL
1008-371-19	GERSHMAN PROPERTIES/ LMW INVESTMENTS, ET AL	COMMERCIAL
1009-145-92	CITY OF MONTCLAIR	PUBLIC
1008-651-09	WU, XIAO BING; 2016 XIAO BING WU REVOCABLE TRUST	COMMERCIAL

0110-321-12	DWAA P PETROLEUM PROPERTY, LLC (Please Note: This item was included in the July 20 Board item; however, was not included in the Initial E-76)	COMMERCIAL
0110-321-79	ONTARIO CAPITAL PARTNERS, LLC	VACANT
0210-192-18	SW ONTARIO, LLC	COMMERCIAL
0210-192-19	SW ONTARIO, LLC	COMMERCIAL
0210-192-20	SW ONTARIO, LLC	COMMERCIAL
0210-193-29 (prev 0210-193-16)	ADMINSURE (Please Note: Due to work on this property, Adminsure is added back to the list).	COMMERCIAL
0238-052-41		
0238-052-46	SHEA CENTER ONTARIO, LLC	COMMERCIAL

\*Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted and bolded parcels were added.

Mount Vernon Viaduct Project Parcel Listing  
Approved  
Board of Directors  
January 9, 2019

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0138-174-01	FRANCISCO & ROSA LANDEROS	RESIDENTIAL
0138-174-02	JOSEPH LOPEZ	RESIDENTIAL
0138-174-05	ALBA RECINOS	RESIDENTIAL
0138-174-06	STEVEN & JULIANNE TORRIJOS	RESIDENTIAL
0138-174-07	ROBERT & MARILYN ALCANTAR	RESIDENTIAL
0138-174-08	VIVIAN TRAN	RESIDENTIAL
0138-174-11	SERGIO LOPEZ	RESIDENTIAL
0138-174-12	LUPE BECERRA & LUISA VARGAS	RESIDENTIAL
0138-174-18	ANTONIO & MARIA OCHOA	RESIDENTIAL
0138-174-20	CHRISTINE LEVARIO	RESIDENTIAL
0138-174-19	CHRISTINE LEVARIO	INDUSTRIAL
0138-174-24	MP OPPORTUNITY PARTNERS I LYC	RESIDENTIAL
0138-174-25	MARIA TORO	INDUSTRIAL
0138-174-26	JUAN CAMEY	RESIDENTIAL
0138-182-01	CHRISTOPHER MUNOZ	RESIDENTIAL
0138-182-02	LUIS SOLIS & CONSUELO DIAZ	RESIDENTIAL
0138-182-03	DESIDERIO & EULALIA TORRES	RESIDENTIAL
0138-182-04	ENRIQUE QUEZADA	RESIDENTIAL
0138-182-34	BENJAMIN GONZALES	RESIDENTIAL
0138-182-05	BENJAMIN GONZALES	INDUSTRIAL
0138-182-07	RAMON MONTECINO & REBECCA RODRIGUEZ	RESIDENTIAL
0138-182-08	RAMON MACIEL	RESIDENTIAL
0138-182-09	JUAN CHAVARIN	RESIDENTIAL
0138-182-10	ANA LOPEZ	INDUSTRIAL
0138-182-11	GUADALUPE LOPEZ	RESIDENTIAL
0138-182-12	ISIDRO LEDESMA	RESIDENTIAL
0138-182-13	VIJAY PHARAR	RESIDENTIAL
0138-182-35	AGAPITA & LEON ALVAREZ	RESIDENTIAL
0138-182-36	KINGSLEY MONTALIR LP	RESIDENTIAL
0138-182-37	DAVID & TERESA NUNEZ	RESIDENTIAL
0138-182-38	RAUL TEJEDA	RESIDENTIAL
0138-174-22	NORA MENDOZA	RESIDENTIAL
0138-251-04	BANUELOS, NICOLAS	RESIDENTIAL
0138-251-05	ROMERO, RAMON	COMMERCIAL
0138-251-06	OBEZO, MARCO	RESIDENTIAL
0138-251-07	TORBINER, KENNETH & ASYA	RESIDENTIAL
0138-251-08	LABSVIR, ARNIA	COMMERCIAL
0138-251-09	LABSVIR, ARNIA	COMMERCIAL
0138-251-10	CORDOVA, ANDRIAN AND LAURA	RESIDENTIAL
0138-251-03	MAGANA, ARNOLDO	RESIDENTIAL
0138-191-04	OLMOS, JOSE M. & BERTHA	COMMERCIAL
0138-181-25	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL
0138-181-24	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL
0138-181-23	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL
0138-181-22	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL
0138-181-46	BRIKEN HOLDINGS, INC.	COMMERCIAL
0138-182-19	JLM ENTERPRISE	COMMERCIAL
0138-182-20	JLM ENTERPRISE	COMMERCIAL
0138-182-21	JLM ENTERPRISE	COMMERCIAL
0138-211-01	AT&SF (BNSF)	AERIAL (PUBLIC FACILITY)
0138-221-06	AT&SF (BNSF)	AERIAL (PUBLIC FACILITY)
0138-283-40	GUZMAN, ARTURO	COMMERCIAL
0138-283-16	HERNANDEZ, ERASMO	RESIDENTIAL
0138-283-17	JFM TRUST	COMMERCIAL
0138-283-18	JFM TRUST	COMMERCIAL
0138-283-13	YANEZ, MARTIN / RAMIREZ, RUBEN	RESIDENTIAL
0138-283-19	BOOKIE BOSS INC.	COMMERCIAL
0138-291-01	AGUINALDO, FERDINAND	COMMERCIAL
0138-291-18	LUISJUAN, FRANGI	RESIDENTIAL
0138-291-17	LI, BEI	RESIDENTIAL
0138-291-16	GUTIERREZ, EDUARDO	RESIDENTIAL

0138-291-02	MERUELO, ALEX	COMMERCIAL
0138-291-03	MERUELO, ALEX	COMMERCIAL
0138-291-04	MERUELO, ALEX	COMMERCIAL
0138-291-05	MERUELO, ALEX	COMMERCIAL
0138-291-19	MERUELO, ALEX	COMMERCIAL
0138-291-01	CLEAR CHANNEL (VACANT LOT)	COMMERCIAL
0138-182-21	OUTDOOR ADVERTISING (JFM PROP)	COMMERCIAL
<b>0138-181-26</b>	<b>VALDEZ LORETTA YANEZ</b>	<b>RESIDENTIAL</b>

\*Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted and bolded properties were added.



I-10 Cedar Avenue Interchange Improvement Project Parcel Listing  
Approved  
Board of Directors  
December 5, 2018

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0253-171-16		
0253-211-56	BORUCHIN , JOHN TR	VACANT
0253-201-15	NAZARI FAMILY LIVING TRUST - 6-30-99	VACANT
0253-201-16	FLORES , MARIA ESPERANZA	RESIDENTIAL
0253-201-17	CASILLAS, ANTONIO G	RESIDENTIAL
0253-201-18	PECK, JAMES M	VACANT
0253-052-23	WILLIAMS, DENNIS, R JR.	RESIDENTIAL
0253-052-24	JIMENEZ, ROBERT E & RACHEL R FAM. TR.	RESIDENTIAL
0253-052-25	ALVARADO, EDUARDO R	RESIDENTIAL
0253-052-26	BOECHE, HAROLD A TR.	RESIDENTIAL
0253-052-27		COMMERCIAL
0253-052-28	O AND R FOUR WHEEL DRIVE CENTER	
0253-052-39	HHI SAN BERNARDINO LLC	COMMERCIAL
0253-192-30		
0253-192-32	GOMES, AMANDA K	VACANT
0253-192-53	KOSS FAMILY TRUST	COMMERCIAL
0253-203-35	PEREZ, REGGIE	RESIDENTIAL
0253-203-32	RAMIREZ, RAMON	RESIDENTIAL
0253-203-36	MOJICA, HECTOR L	RESIDENTIAL
0252-161-08	LOPEZ, JAVIER O	COMMERCIAL
0252-161-09		
0252-161-10	BLOOMINGTON PARK & RECREATION DIST	PUBLIC PARK
0252-161-11	OWENS, WILLIAM H TESTAMENTARY TRUST	RESIDENTIAL
0252-161-12	CAMPGROUNDS OF AMERICA LLC	RESIDENTIAL
0252-161-36	TOMAN, MARY A TR	VACANT
0252-161-61	COFRANCESCO, LOUIS K & EVELYN LIV TR	RESIDENTIAL
0252-161-65	HAMULA, KIRK D & ORALIA Z REV TR 9-1	COMMERCIAL
0252-161-57		
0252-161-58	LOG CABIN MOBILE HOME PARK LLC	RESIDENTIAL
0253-205-01	HERNANDEZ, FREDDIE S	RESIDENTIAL
0253-205-21	DEL RIO, VICTOR M	RESIDENTIAL
0253-241-07	SECURE RV STORAGE INC.	COMMERCIAL
0253-205-23	GARCIA, ALFREDO P	RESIDENTIAL
0253-205-25	GOMEZ, GEORGE & ALICE A REV TR 12-9-	RESIDENTIAL
0253-205-26		
0253-205-27	SANCHEZ, FRANCISCO JAVIER CESENA	RESIDENTIAL
0253-205-28	COTA, GREGORIO	RESIDENTIAL
0253-205-29	GARCIA, STEVE	RESIDENTIAL
0253-205-24	JAHNKE, NATALIE C	VACANT
0253-211-50		
0254-232-05		
0253-171-07	SOUTHERN PACIFIC CO (UPRR)	COMMERCIAL
0253-242-44		

\*Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted.

I-215 University Parkway Project Parcel Listing  
Approved  
Board of Directors  
March 4, 2020

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0266-072-33	KAYMAZ, JIMMY	COMMERCIAL
0266-072-32	CHOI JUNGHWAN AND ELAINE	COMMERCIAL
0266-591-08	AN NERNARDINO SCOTTISH RITE BUILDING ASSOCIATION	COMMERCIAL
<b>0266-561-23</b>	<b>G&amp;M GAPCO, LLC</b>	<b>COMMERCIAL</b>
<b>0266-561-03</b>	<b>SB HOTEL NORTH</b>	<b>COMMERCIAL</b>
<b>DDA7219-01-01</b>	<b>CALTRANS</b>	<b>COMMERCIAL</b>

\*Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Bolded properties were added.

Attachment: [PDF] Copy of Project Parcel Listings (11181 : Annual Right-of-Way Acquisition Updates)

I-10 Mount Vernon Avenue Project Parcel Listing  
 Approved  
 Board of Directors  
 July 6, 2022

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0162-203-14	TABBA MARDINIREAL ESTATE INVESTMNTS LLC C/O ABDUL R MARDINI	COMMERCIAL
<del>0163-041-29</del>	<del>BARENDT, ROY E ETAL CLAY, RICARD &amp; TAMMY, TRUST 3/2/12</del>	<del>COMMERCIAL</del>
<del>0164-172-30</del>	TRINH, LAN TO	COMMERCIAL
<del>0164-172-31</del>		
<del>0164-172-32</del>		
<del>0164-172-33</del>		
0164-172-41	ALVAREZ, MACEDONIO ALVAREZ, VERONICA O	COMMERCIAL
<del>0164-172-53</del>	<del>HATZIS, PANAGIOTS</del>	<del>COMMERCIAL</del>
0164-172-53	SONG, SUR CHIN LIV TR 03/13/07 C/O TAX DEPT # 33604	COMMERCIAL
<del>0276-121-09</del>	<del>SINGH, MAJOR SINGH, HARPER</del>	<del>INDUSTRIAL</del>
<del>0276-121-07</del>	<del>SINGH, MAJOR SINGH, HARPER</del>	<del>INDUSTRIAL</del>

\*Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted.

I-10 Corridor Contract 2 Project Parcel Listing  
Approved  
Board of Directors  
March 3, 2023

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0238-052-41	SHEA CENTER ONTARIO	COMMON STREET AREA
0238-052-46	SHEA CENTER ONTARIO	COMMON STREET AREA
0238-052-46	SHEA CENTER ONTARIO	COMMON STREET AREA
0238-052-44	SHEA CENTER ONTARIO	INDUSTRIAL
0238-052-53	VID ENTERPRISES LCC	INDUSTRIAL
0252-162-01	UNION PACIFIC RAILROAD	RAILROAD
0237-042-03	UNION PACIFIC RAILROAD	RAILROAD
0254-182-15	UNION PACIFIC RAILROAD	RAILROAD
0236-011-10	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
0236-031-14	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
0236-031-15	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
0237-042-03	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
023-604-125	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
0251-141-27	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-114-114	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-422-111	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-324-214	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-424-114	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-424-106	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
013-221-104	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-416-101	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
023-805-139	PANCAL-ONTARIO PHASE TWO 255 LLC	COMMERCIAL-LANDSCAPE AREA
023-805-140	PANCAL-ONTARIO PHASE TWO 255 LLC	COMMERCIAL-LANDSCAPE AREA
N/A	CITY OF ONTARIO	PUBLIC RIGHT OF WAY
023-425-218	STARLITE MGMT-III LP	RESIDENTIAL
023-425-202	DAVID DOMINGUEZ HOOPER	RESIDENTIAL
023-425-203	ARMANDO VILLA	RESIDENTIAL
023-425-204	GUSTAVO DE LA CRUZ	RESIDENTIAL
023-425-205	PARHAM GHODSI	RESIDENTIAL
023-425-206	MUSHEGAIN INDUST PROP LP	RESIDENTIAL
023-425-207	ROMERO ABELE A.	RESIDENTIAL
023-425-208	JULIE MARIE TRINH	RESIDENTIAL
023-425-209	LOUIE A. SIERRA	RESIDENTIAL
023-425-210	ISIDRO MENDOZA	RESIDENTIAL
023-425-214	URIEL IRAHETA	RESIDENTIAL
023-425-213	LIZBETH JEANETTE GODINA	RESIDENTIAL
023-425-217	KAL FREIGHT INC	RESIDENTIAL-VACANT
023-517-226	ROSA FERNANDEZ	COMMERCIAL
023-517-217	J. REFUGIO ESPARZA	RESIDENTIAL
023-517-218	STARLITE MANAGEMENT	RESIDENTIAL
023-517-010	LUPITA GARGI	RESIDENTIAL
023-517-019	JOSE A. LOMELI	RESIDENTIAL
023-517-020	14997 WASHINGTON LLC	COMMERCIAL
023-517-014	14997 WASHINGTON LLC	COMMERCIAL
023-517-015	HUGO CESAR RODRIGUEZ SALDANA	RESIDENTIAL
023-517-024	BARBARA YESCAS	COMMERCIAL
023-517-025	BARBARA YESCAS	COMMERCIAL
023-517-022	BARBARA YESCAS	COMMERCIAL
023-517-023	GUSTAVO DE LA CRUZ	COMMERCIAL
023-517-009	GUSTAVO DE LA CRUZ	COMMERCIAL
023-517-008	SABRENDA L. GUTIERREZ	COMMERCIAL
023-517-001	FERNANDO YANEZ SR FAMILY LIVING TRUST	COMMERCIAL
023-518-214	EDMUNDO BELTRAN CAZAREZ	COMMERCIAL
023-518-215	EDMUNDO BELTRAN CAZAREZ	COMMERCIAL
023-518-211	ELIZABETH ESPINOZA	COMMERCIAL
023-518-210	ARNOLDO ESPINOZA	COMMERCIAL
023-518-207	DAVID AYALA	COMMERCIAL
023-518-206	SANTI TRUST	COMMERCIAL
023-518-205	LEO B. GALVAN	COMMERCIAL
023-518-204	JOSEPH G. MCLOUGHLIN LIVING TRUST	COMMERCIAL
023-518-203	JOSEPH G. MCLOUGHLIN LIVING TRUST	COMMERCIAL
023-518-213	MARIO A. BENITEZ	COMMERCIAL
023-521-113	IPT VALLEY LOGISTICS CENTER LLC	COMMERCIAL
025-113-214	DUNGAN T. BUSH	RESIDENTIAL-Vacant
025-113-208	ANDRES GARCIA	RESIDENTIAL
025-116-207	BALMORE N. DIAZ	RESIDENTIAL
025-120-104	VALENCIA GATEWAY RETAIL IV LLC	RETAIL PARKING
025-121-119	EXTRA SPACE PROPERTIES FORTY LLC	COMMERCIAL-LANDSCAPE AREA
025-121-121	SIERRA ME LLC	MOBILE PARK
025-221-102	VILLA FONTANA MOBILES ESTATES LLC	MOBILE PARK
0252-111-27	BELSM, LLC	COMMERCIAL
025-211-130	BELL PLAZA LLC	COMMERCIAL-LANDSCAPE AREA
025-212-116	VATAYLOR LLC	COMMERCIAL-LANDSCAPE AREA
025-214-201	CARLOS GARCIA	COMMERCIAL/RESIDENTIAL
025-214-205	ATHSP LLC	COMMERCIAL/RESIDENTIAL
025-214-206	ATHSP LLC	COMMERCIAL/RESIDENTIAL
025-214-244	LEON R. RODARTE SR	COMMERCIAL/RESIDENTIAL
025-214-245	ARLON TRANSPORTATION LLC	COMMERCIAL/RESIDENTIAL
025-214-237	FELIPE CARDENAS	COMMERCIAL/RESIDENTIAL

Attachment: [PDF] Copy of Project Parcel Listings (11181 : Annual Right-of-Way Acquisition Updates)

025-214-234	FELIPE CARDENAS	COMMERCIAL/RESIDENTIAL
025-214-235	RJL REVOCABLE LIVING TRUST	COMMERCIAL/RESIDENTIAL
025-214-210	PEDRO P. CUSTODIO	COMMERCIAL/RESIDENTIAL
025-214-209	PEDRO P. CUSTODIO	COMMERCIAL/RESIDENTIAL
025-214-211	CID FAMILY TRUST	COMMERCIAL/RESIDENTIAL
025-214-212	CID FAMILY TRUST	COMMERCIAL/RESIDENTIAL
025-214-248	JUAN PALACIOUS	COMMERCIAL/RESIDENTIAL
025-214-241	KAMOL KAMILOVICH ABDUVAHABOV	COMMERCIAL/RESIDENTIAL
025-214-240	PENA BROTHERS LLC	COMMERCIAL/RESIDENTIAL
025-214-233	VERA G. REICHERT	COMMERCIAL/RESIDENTIAL
025-214-238	JULIO C. ROBLES	COMMERCIAL/RESIDENTIAL
025-214-239	JULIO C. ROBLES	COMMERCIAL/RESIDENTIAL
025-214-227	ERASMO ROBLES	COMMERCIAL/RESIDENTIAL
025-214-228	ERWIN WEINHART	COMMERCIAL/RESIDENTIAL
025-214-229	ERWIN WEINHART	COMMERCIAL/RESIDENTIAL
025-214-230	EVERARDO CORTEZ REVOCABLE LIVING TRUST	COMMERCIAL/RESIDENTIAL
025-214-219	RUBEN ZEPEDA CABALLERO	COMMERCIAL/RESIDENTIAL
025-214-220	DENNIS L. FROGGE LIVING TRUST	COMMERCIAL/RESIDENTIAL
025-214-221	ANANIA FURDUI	COMMERCIAL/RESIDENTIAL
0252-14-222	ANANIA FURDUI	COMMERCIAL/RESIDENTIAL
0251-161-16	ELIODORO GUTIERREZ	RESIDENTIAL
0252-161-15	AARON ARELLANO	RESIDENTIAL
013-221-111	WILLIAM KALMIKOV	RESIDENTIAL
013-221-108	WILLIAM KALMIKOV	RESIDENTIAL
<b>0252-161-66</b>	<b>SUGAR MOMMAS SUGAR SHACK, LLC</b>	<b>COMMERCIAL</b>

Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted and bolded parcels were added.

US 395 Phase 2 Project Parcel listing  
Approved  
Board of Directors  
December 7, 2022

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
3039-361-09	MPNR PROPERTIES, LLC	VACANT
3064-581-04	POPLAR 36 LLC	VACANT
3064-541-08	JUE, DONALD LIVING TRUST 7/3/86	VACANT
3064-571-08	VICTOR VALLEY COMMUNITY COLLEGE	VACANT
3064-541-07	JUE INVESTMENT PARTNERSHIP	VACANT
3064-401-03	PIPELINE PETROLEUM BANNING LLC	VACANT
3064-401-02	MAIN HESPERIA LLC	VACANT
3064-401-01	YUCCA TERRACE INVESTORS LLC	VACANT
3064-421-03	U. S. COLD STORAGE OF CALIFORNIA	VACANT
3064-421-01	U. S. COLD STORAGE OF CALIFORNIA	VACANT
3064-411-43	BHATIA TRUST 11/9/05	VACANT
3064-411-14	MALONEY FAMILY TRUST 5/16/17	VACANT
3064-411-15	MALONEY FAMILY TRUST 5/16/17	VACANT
3136-371-02	395 VICTORVILLE LLC	VACANT
3136-361-04	ROBIDOUX, SYLVIA LIVING TRUST	VACANT
3136-331-69	CITY OF VICTORVILLE	VACANT
3136-331-70	CITY OF LOS ANGELES	TRANSMISSION LINES
3136-281-02	SLOUGH FAMILY TRUST 10/19/12	VACANT
3136-281-01	SLOUGH FAMILY TRUST 10/19/12	VACANT
3071-561-11	PAINE, CHARLES F. TRUST	VACANT
3071-562-74	CHUA, HELEN	VACANT
3071-562-80	KIM, BRYAN	VACANT
3071-561-01	SYCAMORE PROPERTIES	VACANT
3071-561-02	SYCAMORE PROPERTIES	VACANT
3071-511-07	KASHANIAN, MANSOUR J.	VACANT
3134-441-05	DR. PREM REDDY FAMILY FOUNDATION	VACANT
3134-441-06	DR. PREM REDDY FAMILY FOUNDATION	VACANT
3134-441-03	PRIME A INVESTMENTS LLC	VACANT
3134-341-01	OVERLAND OPPORTUNITY FUND LLC	VACANT
3134-261-01	OVERLAND OPPORTUNITY FUND LLC	VACANT
3134-131-01	REGWAN FAMILY TRUST 7/7/20	VACANT
3096-441-07	GOTHRAN MALIBU LP	VACANT
3096-441-06	GOTHRAN MALIBU LP	VACANT
3096-441-05	HAFAR SUMMER Q. (PL)	VACANT
3096-441-04	HAFAR SUMMER Q. (PL)	VACANT
3096-441-03	LUNA VILLAGE 2 LLC	VACANT
3096-431-07	395 LUNA PROPERTY LLC	VACANT
3096-431-06	MAIDA HOLDING LLC	COMMERCIAL
3096-391-03	TAFA INVESTMENT PARTNERSHIP	VACANT
3096-391-06	SAKAHARA PROPERTIES, LLC	VACANT
3096-381-97	PRIME A INVESTMENTS LLC	VACANT
3096-381-09	M L S REALTORS INC.	VACANT
3096-381-01	VIC OXFORD INVESTMENTS LLC	VACANT
3103-571-08	DR. PREM REDDY FAMILY FOUNDATION	VACANT
3103-571-10	DR. PREM REDDY FAMILY FOUNDATION	VACANT
3103-571-03	DR. PREM REDDY FAMILY FOUNDATION	VACANT
3103-571-02	FEMINO, JAMES J. & DUE LIVING TRUST 3/30/96	VACANT
3103-571-01	PALMDALE RD LLC	COMMERCIAL
3064-561-17	ANDERSON 2007 TRUST	VACANT
3064-561-16	TSAI, TSUNG-CHANG	VACANT
3064-561-08	TSAI, TSUNG-CHANG	VACANT
3064-561-07	HSIEH, JANE	VACANT
3064-551-08	HESPERIA COMMUNITY DEVELOPMENT	COMMERCIAL
3064-551-07	HESPERIA COMMUNITY DEVELOPMENT	COMMERCIAL
3064-551-06	HESPERIA COMMUNITY DEVELOPMENT	COMMERCIAL
3064-541-06	JUE, DONALD LIVING TRUST 7/3/86	VACANT
3064-541-05	YLC INVESTMENTS LLC	VACANT
3064-531-08	SINGH, MARCELA LIVING TRUST 3/3/10	VACANT
3064-401-10	PLAZA STREET FUND 167 LLC	VACANT
3064-401-06	PIPELINE PETROLEUM BANNING LLC	VACANT
3064-401-05	PIPELINE PETROLEUM BANNING LLC	VACANT
3064-401-04	PIPELINE PETROLEUM BANNING LLC	VACANT
3064-401-03	PIPELINE PETROLEUM BANNING LLC	VACANT
3064-401-02	MAIN HESPERIA LLC	VACANT
3064-401-01	YUCCA TERRACE INVESTORS LLC	VACANT
3064-381-07	JAGROOP DHILLON	RESIDENTIAL/COMMERCIAL
3064-381-05	HANNA, GEORGE & NADIDA REV LIV TR	VACANT
3064-381-29	S & P FAMILY TRUST 6/1/96	VACANT
3064-381-01	LA BOUEF, MARK & NELLIE FAMILY TR	RESIDENTIAL
3064-371-12	SANGHA, VARINDER PAUL	VACANT
3064-371-11	HAZBOON, SIDQI S. TRUST	COMMERCIAL
3064-371-08	LAGO LIVING TRUST	VACANT
3064-371-06	SONG, DANIEL L.	VACANT
3136-271-03	LEE, TERESITA	RESIDENTIAL
3136-251-06	TK PROPERTIES LLC	VACANT
3136-251-03	TK PROPERTIES LLC	VACANT
3136-251-02	CAMP AND JULIA SECOND FAMILY LIMITED	VACANT
3136-251-01	SHAYAN, PEIMAN	VACANT
3071-381-17	PRIME A INVESTMENTS LLC	VACANT

Attachment: [PDF] Copy of Project Parcel Listings (11181 : Annual Right-of-Way Acquisition Updates)

3071-381-18	PRIME A INVESTMENTS LLC	VACANT
3071-381-10	TATARIAN, VASKEN & KAREN FAMILY TR	VACANT
3071-371-12	SANDOVAL, ABRAHAM	VACANT
3071-371-11	SINGH, PARTAP	VACANT
3071-371-10	ROH, TAE SUNG LIVING TRUST 1/8/16	RESIDENTIAL
3071-371-09	WEN, MAY Y	VACANT
3071-371-08	CHANG, I HSIN TR	VACANT
3071-371-07	MORISHITA LIVING TRUST 11/1/05	VACANT
3071-341-08	HUESING HOLDINGS LLC	VACANT
3071-331-08	SALEEB FAMILY TRUST	VACANT
3134-121-35	S L A VICTORVILLE LLC	VACANT
3134-121-22	UNKNOWN OWNER (CITY OF VICTORVILLE)	VACANT
3134-121-42	SHAHIN, LOUIS H TRUST 6/9/94	VACANT
3134-111-02	TSAI, WINDY	VACANT
3134-101-05	VERTIGO INVESTMENTS GROUP, LLC	VACANT
3134-101-02	VERTIGO INVESTMENTS GROUP, LLC	VACANT
3134-091-01	TSAI, TSUNG CHANG	VACANT
3096-371-04	HONG, MAN PYO & KYUNG JA REV TR	VACANT
3096-602-41	CITY OF VICTORVILLE	OPEN SPACE EASEMENT
3096-361-11	FRONTIER LAND HOLDINGS INC.	VACANT
3096-361-04	395 PROPERTIES 26 LLC	VACANT
3096-361-12	LAND OF AMERICA 10/28/13	CHECK
3096-361-09	GUARDIAN COMMERCIAL REAL ESTATE LP	VACANT
3096-961-62	CITY OF VICTORVILLE	OPEN SPACE EASEMENT

\*Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted and bolded parcels were added.

**West Valley Connector Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**January 6, 2021**

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
11006101	DE VAZQUEZ, ELODIS MUNOZ	COMMERCIAL/VACANT
11006104	SALHAB, FAYEK	COMMERCIAL/VACANT
11006117	SAN BERNARDINO CO FLOOD CONTROL DISTRICT	VACANT
11006118	SALHAB, FAYEK J	COMMERCIAL
11007102	SHIH, SEN M	COMMERCIAL/VACANT
11007106	AMERICAN WEST REGIONAL CENTER LLC	COMMERCIAL/VACANT
11007107	AMERICAN WEST REGIONAL CENTER LLC	COMMERCIAL/VACANT
11007210	GRABOWSKI, PATRICK F	COMMERCIAL
11007211	GRABOWSKI, PATRICK F (COMET TRAILER PARK)	RESIDENTIAL
11011110	ROWLANDS PROPERTIES	COMMERCIAL/VACANT
11012105	MATLOCK LIVING TRUST 1997 4-2-97	INDUSTRIAL/VACANT
11012108	BEACON GROUP INC, THE	COMMERCIAL
11012109	BEACON GROUP INC, THE	LIGHT INDUSTRIAL
11012110	BEACON GROUP INC, THE	COMMERCIAL
11013106	PANNONE PROPERTIES LLC	COMMERCIAL
11013107	PANNONE PROPERTIES LLC	COMMERCIAL
11013108	PANNONE PROPERTIES LLC	COMMERCIAL
11013109	JAUREGUI, FRANCISCO	COMMERCIAL/VACANT
11013113	LA COMMARE, JAMES AND JOSEPHINE TR	COMMERCIAL
11013122	SAN BERNARDINO CO FLOOD CONTROL DISTRICT	VACANT
101049102	PAYMASTER ASHWIN C	COMMERCIAL
101049103	MAHDAVI AMIR	COMMERCIAL
101049116	HAGEN JHON D	COMMERCIAL
101052217	SARINANA, LARRY	COMMERCIAL
101054301	CUCCUIA FRANK J FAMILY TRUST	COMMERCIAL
101054302	CUCCUIA FRANK J FAMILY TRUST	COMMERCIAL
101054303	CUCCUIA FRANK J FAMILY TRUST	COMMERCIAL
101054304	NASH MOTOR LLC	COMMERCIAL
101054305	RYAN, E & R MARITAL TRUST 3-31-86	COMMERCIAL/ SINGLE FAMILY RESIDENTIAL
101054306	RYAN, E & R MARITAL TRUST 3-31-86	COMMERCIAL
101054307	ROSE-IN-BLOOM INC	COMMERCIAL
101054309	ROBINSON, LINDA	COMMERCIAL
101054310	CHAROLET, CESAR	COMMERCIAL
101054311	CHAROLET, CESAR	COMMERCIAL
101054312	CAMPIO, EARL	COMMERCIAL/ RESIDENTIAL
101054313	JUAREZ FAMILY 2005 REV TR 9-23-05	COMMERCIAL
101054314	JUAREZ FAMILY 2005 REV TR 9-23-05	COMMERCIAL
101054332	GRIMES, ELIZABETH TRUST	COMMERCIAL
101055205	DOWNEY BRAD	COMMERCIAL
101055206	MUNUGALA, BHASKARA	COMMERCIAL
101055207	JAFARARIN, AMIN	COMMERCIAL
101055211	GONZALEZ, ALBERTO	COMMERCIAL
101055212	SOLANKI, GIRISH	COMMERCIAL
101055213	SOLANKI, GIRISH	COMMERCIAL
101055214	MALAGON, SYLVERIO	COMMERCIAL
101055215	MALAGON, SYLVERIO	COMMERCIAL
101055232	JUAREZ, ALBINO	COMMERCIAL
101055233	JUAREZ, ALBINO	COMMERCIAL
101055234	JUAREZ, ALBINO	COMMERCIAL
101055237	JAFARARIN, AMIN	COMMERCIAL
101055238	NABHAN, MAJED	COMMERCIAL
101111104	UTR HOLT BENSON LLC	COMMERCIAL
101111105	HOLT INVESTMENT LLC	COMMERCIAL
101111118	ASTFALK ROY DALE TR	COMMERCIAL
101111120	LIN, SHINN LIANG	COMMERCIAL/ INDUSTRIAL
101111121	UTR HOLT BENSON LLC	COMMERCIAL
101112102	JAUGERUI TRINIDAD	COMMERCIAL
101112113	HARDEN WILLIAMS	COMMERCIAL
101112117	PIRSEH LLC	COMMERCIAL
101112118	PIRSEH LLC	COMMERCIAL
101112122	ONTARIO ICE SKATING CENTER INC	COMMERCIAL
101112124	JABER FAMILY TRUST	COMMERCIAL
101112126	DEWEY GROUP LP	COMMERCIAL
101112127	BUX KARIM	COMMERCIAL
101113207	PAINT BUCKET INC	COMMERCIAL
101113208	YAVELAK, DUANE & SHIRLEY FAM REV LIV	COMMERCIAL
101113209	YAVELAK FAMILY REVOC LIVING TRUST	COMMERCIAL
101113210	FERNANDEZ FAMILY TRUST 3/2/15	COMMERCIAL
101113211	FERNANDEZ FAMILY TRUST 3/2/15	COMMERCIAL
101113212	VOLM, ROBERT W	COMMERCIAL
101114106	NRP DEVELOPMENT, INC	COMMERCIAL
101114107	GRACE PROPERTY MANAGEMENT LLC	COMMERCIAL
101114111	SHORT, WILLIAM S & AUDREE L	COMMERCIAL
101114113	SHORT, WILLIAM S	COMMERCIAL
101114116	DIBADJ, HAMID	COMMERCIAL
101114130	SHORT, WILLIAM S	COMMERCIAL /VACANT
101114132	SILVERTON EXEMPT TRUST 3/13/07	COMMERCIAL

Attachment: [PDF] Copy of Project Parcel Listings (11181 : Annual Right-of-Way Acquisition Updates)



101114135	LIEU, KHANG BAO	MOTEL
101114136	KAITZ, ROBERT M & BARBARA E 2001 FAM	COMMERCIAL
104847114	HARB, NADIM FAYEZ	COMMERCIAL /VACANT
104847115	VALENCIA, BENJAMIN N	COMMERCIAL
104847122	JOYFUL NATIONS MINISTRIES	COMMERCIAL/VACANT
104847123	JOYFUL NATIONS MINISTRIES	COMMERCIAL
104847124	PAMA IV PROPERTIES LP	RESIDENTIAL
104848101	SKY VILA MOBILE PARK	RESIDENTIAL
104848102	REDGATE PARTNERS LLC	COMMERCIAL
104848103	TIRE ZONE LLC	COMMERCIAL
104848106	MILLER LIVING TRUST 3-3-87 - EST OF	COMMERCIAL/VACANT
104848107	JIMENEZ JOSE	COMMERCIAL
104848127	PATEL, B FAMILY TRUST 2-13-91	COMMERCIAL
104848128	HARB, MAAN F	COMMERCIAL/VACANT
104848129	HARB, MAAN F	COMMERCIAL/VACANT
104851210	ALEMAN FAMILY TRUST 2014	COMMERCIAL
104851211	WAS765 LLC	RESIDENTIAL
104851213	IMMANUEL PROPERTY	COMMERCIAL
104851214	AREC 8 LLC	COMMERCIAL
104851215	AREC 8 LLC	COMMERCIAL
104851216	CHAVEZ, YOLANDA	COMMERCIAL
104851217	AYALA, SALVADOR & MARIA C FAM TR 4/1	RESIDENTIAL
104851218	HALSTEAD, FRANK E & MARIA E FAM TR 8	COMMERCIAL
104851219	CHAING, WILLIAM	COMMERCIAL
104851220	CHAING, WILLIAM	COMMERCIAL
104851221	BIR, RAGHBIR S	COMMERCIAL/VACANT
104851222	BIR, RAGHBIR S	COMMERCIAL
104851228	LOZANO-ORTEGA	VACANT
104852208	OLIVOS, DANIEL & HEDDY FAM TR 07/31/	COMMERCIAL
104852209	ROSENBLUM, JERRY	COMMERCIAL
104852210	AVILA, RAUL	COMMERCIAL
104852211	BANK OF CALIFORNIA TR	COMMERCIAL
104852315	KB MAASS TRUST 2014	RESIDENTIAL
104852316	ELIAS PROPERTIES LLC	RESIDENTIAL
104852317	INGUEZ, MANUEL V	RESIDENTIAL
104852414	KIPPER, RONALD A	COMMERCIAL
104852415	KIPPER, RONALD A	COMMERCIAL/VACANT
104852416	KIPPER, RONALD A	COMMERCIAL
104852417	TAWIL, ELIA REV TR 12/20/06	COMMERCIAL
104852516	SWERDLOFF, RONALD S	COMMERCIAL
104852517	COLLAZO, JOSE	COMMERCIAL
104852518	COLLAZO, JOSE	COMMERCIAL/VACANT
104852520	CISNEROS, ISRAEL	COMMERCIAL
104859128	EL POLLO LOCO INC	COMMERCIAL
104859129	STATER 108 LLC	COMMERCIAL
104859130	HOLT-SAN ANTONIO LLC	COMMERCIAL
104859132	BAY CAL ONTARIO PARTNERS LLC	VACANT
104860413	MACK PARTNERS LLC	COMMERCIAL
104860414	RAMIREZ, CRISTOBAL	COMMERCIAL
104860415	AMINI, HAMID	COMMERCIAL
104901103	QUESADA, VICTORIA R TR	COMMERCIAL
104901104	REINA HOLDING COMPANY LLC	COMMERCIAL
104901105	M & L CENTER LLC	COMMERCIAL
104901201	AMARO REVOCABLE FAMILY TRUST 2008	RESIDENTIAL
104901202	KARPOUZIS LIVING TRUST	COMMERCIAL
104901224	KARPOUZIS LIVING TRUST 05/23/05	COMMERCIAL
104902103	CHIANG FAMILY TRUST 7-8-10	COMMERCIAL
104902104	CHIANG FAMILY TRUST 7-8-10	MOTEL
104902128	DINGLE, WILLIAM T & ELIZABETH G (TRU	COMMERCIAL
104902129	KUO, JIINGLIN J	MOTEL
104906301	NA, SUSAN TR	COMMERCIAL
104906302	CITY OF ONTARIO	COMMERCIAL
104906303	ROJAS, ALICIA FAMILY TRUST 12/15/08	COMMERCIAL
104906304	ROJAS, ALICIA FAMILY TRUST 12-15-08	COMMERCIAL
104906305	CARVALHO, JOAO R (LISA)	COMMERCIAL
104906511	B & G PLAZA	COMMERCIAL
104906602	BANH, PHUOC	COMMERCIAL
104909101	KIM, HEE C	COMMERCIAL
104909102	CRAITENBERGER FAMILY TRUST	COMMERCIAL/VACANT
104909103	AYALCO, LLC	VACANT
104909104	ALMARAZ, JUDY FAMILY TRUST 6-3-08	COMMERCIAL
104909301	ALMARAZ, JUDY FAMILY TRUST 6-3-08	COMMERCIAL
104909302	ALMARAZ, JUDY FAMILY TRUST 6-3-08	COMMERCIAL
104909303	ALMARAZ, JUDY FAMILY TRUST 6-3-08	COMMERCIAL/VACANT
104909304	ALMARAZ, JUDY FAMILY TRUST 6-3-08	VACANT
104909306	ALMARAZ, JUDY FAMILY TRUST 6-3-08	COMMERCIAL
104909307	ALMARAZ, JUDY FAMILY TRUST 6-3-08	VACANT
104909309	CHAVEZ, JAVIER H TR	COMMERCIAL
104909310	CHAVEZ, JAVIER H TR	COMMERCIAL
104909401	BELICHESKY-FILIPOVIC TRUST 6/23/06	COMMERCIAL/VACANT
104909402	BELICHESKY-FILIPOVIC TRUST 6/23/06	COMMERCIAL
104909404	CAGLE FAMILY TRUST	COMMERCIAL
104909414	CAGLE FAMILY TRUST	COMMERCIAL
104910104	MILLER, DENYSE M	COMMERCIAL
104910105	ENRIQUEZ, GUY R NON EXEMPT TRUST	RESIDENTIAL

104910106	KIM, HENRY C	COMMERCIAL
104910107	KIM, HENRY C	COMMERCIAL
104910108	LANDGRAVE, RAFAEL	COMMERCIAL
104910109	LEON, LINO	COMMERCIAL
104910110	GRIFFITH, ROGER A TR	COMMERCIAL
104910111	GRIFFITH, ROGER ALAN	COMMERCIAL
104910112	LEDESMA FAMILY TRUST 9-29-05	COMMERCIAL
104910113	RAULY'S TRUST 10/24/95	COMMERCIAL
104910114	RAULY'S TRUST 10/24/95	COMMERCIAL
104910115	RAULY'S TRUST 10/24/95	COMMERCIAL
104910116	LEDESMA, DANIEL E	COMMERCIAL
104910118	LEDESMA, DANIEL E	COMMERCIAL
104910138	CHANG, AARON	COMMERCIAL
104910139	SEA PARTNERS LLC	COMMERCIAL
104910140	GOLDEN STATE ALLIANCE, LLC	COMMERCIAL
104913102	GOLDEN STATE ALLIANCE LLC	VACANT
104913103	GOLDEN STATE ALLIANCE LLC	VACANT
104913104	MALAGON, SYLVERIO	VACANT
104913105	YOO JUN SON FAMILY TRUST	COMMERCIAL
104913106	TREMAZI, MUHAMMAD S	VACANT
104913108	RELIANCE MOTORS LLC	COMMERCIAL
104913113	HADDAD, RAFFI	VACANT
104913114	RIVAS, JESUS	RESIDENTIAL
104913115	BUSINESS OWNER	VACANT
104913116	GOLDEN STATE ALLIANCE LLC	VACANT
104913118	GROUP II AZUSA PROPERTIES	COMMERCIAL
104913120	1010 HOLT LLC	COMMERCIAL
101055204	HOLT HOLDINGS LLC	COMMERCIAL
104901101	HAGE FAMILY TRUST (9/24/1999)	COMMERCIAL
104901102	DURRITZAGUE 2003 REV TRUST A (6-18) 0 DURRITZAGUE 2003 REV TRUST B	COMMERCIAL
104854794	AREP TOWN CENTER ONTARIO LLC	COMMERCIAL
104913119	CHAO PO-HSIANG & CHANG TSAI C (SP-PO-TSIANG	COMMERCIAL/VACANT
11013128	HUMPHREY, WILLIAM J; HUMPHREY, BEVERLY J	COMMERCIAL
11013125/ 011013125	ABMA JOHN THEODORE & E C FAM TR & TRU	COMMERCIAL
101112105	ONTARIO ICE SKATING CENTER INC	COMMERCIAL
8336022015	TFF PROPERTIES LLC	COMMERCIAL
8336021006	PATEL KANU AND HEMLATA TRS; KANU AND HEMLATA- PATEL TRUST	MOTEL
8336021022	STEINER JAN H	COMMERCIAL
8337015034	YINGCHUN LLC	COMMERCIAL
8337021047	FAKHOURI, SAMYRA A	COMMERCIAL
8326024041	FOUNTAIN OF LOVE CHRISTIAN CENTER INC	COMMERCIAL/VACANT
8323016021	HAN POMONA SQUARE LLC	COMMERCIAL
8323025025	14255 ELLSWORTH STREET LLC	COMMERCIAL
8326026029	MSW POMONA LLC	COMMERCIAL
11009217	POSEIDON ONTARIO AIRPORT PLAZA LLC	COMMERCIAL
21019129	ONTARIO H HOTEL LLC	COMMERCIAL
11043111	AIRPORT GATEWAY PLAZA LLC	COMMERCIAL
21020402	AVERKIEFF STACEY LYNN LIVING TR (6/2); CHAVEZ MICHAEL	COMMERCIAL
21021133	STARBRIDGE (ONTARIO) INVESTMENT LLC	HOTEL
22901257	KL-RANCHO PROPERTY LLC	COMMERCIAL
109053103	RANCHO MALL LLC	COMMERCIAL
101111110	HOLT PARK HOLDINGS LLC	INDUSTRIAL/VACANT
11010101	ROWLAND PROPERTIES	COMMERCIAL
11008102	HOLT BLVD LLC	COMMERCIAL
11008103	HOLT BLVD LLC	COMMERCIAL/VACANT
11008106	COMBEE, JOE H	COMMERCIAL
11008107	DITOMMASO, ANTHONY & BEVERLY LIV TR	COMMERCIAL/VACANT
11008108	HOLT BLVD LLC	COMMERCIAL
11012103	INTL ASSN OF MACH & AERO WORKERS D L	COMMERCIAL
11011111	OM LAXMI LLC	COMMERCIAL/VACANT
11011112	OM LAXMI LLC	COMMERCIAL/VACANT
11007208	415 VINEYARD LLC	COMMERCIAL
11007209	415 VINEYARD LLC	COMMERCIAL/VACANT
11007216	7 SUMMIT PROPERTIES 2 LLC	COMMERCIAL
11011101	MATLOCK, THOMAS G & JUDITH L TRS	COMMERCIAL
11011102	1624 HOLT LLC	COMMERCIAL /VACANT
11011103	1624 HOLT LLC	COMMERCIAL/VACANT
11011106	GOODIN, R J FAMILY TRUST	COMMERCIAL
11011107	GOODIN, R J FAMILY TRUST	INDUSTRIAL/VACANT
11011108	GOODIN, R J FAMILY TRUST	INDUSTRIAL/VACANT
11011109	ROWLANDS PROPERTIES	COMMERCIAL/VACANT
11012104	MATLOCK LIVING TRUST 1997 4-2-97	INDUSTRIAL/VACANT
11007225	UNITED STATES OF AMERICA	GENERAL
100949311	4480 HOLT BLVD MONTCLAIR LLC KZMB LLC	COMMERCIAL
101061112	HBL FAMILY LLC	COMMERCIAL
101105215	SOUTHEAST STATESBORO LLC	COMMERCIAL
101207103	RFA MONTCLAIR LP	COMMERCIAL
11006123	PAMA IV PROPERTIES LP	RESIDENTIAL
11009145	ONTARIO AIRPORT CORPORATE PARK OWNER	INDUSTRIAL
11010113	ONTARIO CNG	COMMERCIAL
22901216	YNS Enterprise	COMMERCIAL

104909305	Farid Jalala & Makay Jahangiri	COMMERCIAL
104909308	Farid Jalala & Makay Jahangiri	COMMERCIAL
23801436	ONTARIO MILLS	COMMERCIAL
23801440	ONTARIO MILLS	COMMERCIAL
23801442	ONTARIO MILLS	COMMERCIAL

\*Notes: Per previously authorized delegation from the Board of Directors, the Director of Transit and Rail can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted and bolded parcels were added.

Rancho Siding Project Parcel Listing  
Approved  
Board of Directors  
May 5, 2021

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
<del>0202-013-85-0000</del>	<del>CITY OF RANCHO CUCAMONGA</del>	<del>GOVERNMENT</del>
<del>0209-013-87-0000</del>	<del>CITY OF RANCHO CUCAMONGA</del>	<del>INDUSTRIAL/VACANT</del>
<del>0209-032-13-0000</del>	<del>ZARP PROPERTIES LLC</del>	<del>COMMERCIAL</del>
<del>0209-032-63-0000</del>	<del>KINGSMAN, CRAIG TRUST</del>	<del>COMMERCIAL</del>
<del>0209-032-11-0000</del>	<del>WILKINSON FAMILY TRUST</del>	<del>COMMERCIAL</del>
<del>0209-032-17-0000</del>	<del>WONG, ROBERT K &amp; MARY L LIMITED PARTNERSHIP</del>	<del>COMMERCIAL</del>
<del>0209-032-29-0000</del>	<del>JNS INVESTMENTS LLC</del>	<del>COMMERCIAL</del>
<del>0209-062-04-0000</del>	<del>SBCTA</del>	<del>GOVERNMENT</del>
<del>0209-013-22-0000</del>	<del>SBCTA</del>	<del>VACANT</del>
<b>8TH ST ROW</b>	<b>CITY OF RANCHO CUCAMONGA</b>	<b>VACANT</b>

\*Notes: Per previously authorized delegation from the Board of Directors, the Director of Transit and Rail can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted and bolded parcels were added.

***Minute Action***

AGENDA ITEM: 13

***Date:*** *January 8, 2025*

***Subject:***

Interstate 10 Express Lanes Contract 1 Quarterly Report

***Recommendation:***

Receive and file the December 2024 Interstate 10 Express Lanes Contract 1 Quarterly Report.

***Background:***

On August 29, 2024, the Interstate 10 Express Lanes opened to traffic. Staff has been closely monitoring Express Lanes operations and performance since revenue commencement. The Quarterly Report is attached and provides information about the Express Lanes performance and activity during the months of September, October, and November. Note that the September data includes three days of operations in August.

The Express Lanes Department will provide this report to the General Policy Committee and the Board of Directors (Board) on a quarterly basis. Staff will use this report as a tool to evaluate Express Lanes performance and communicate with the Board on any operational issues.

***Financial Impact:***

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

***Reviewed By:***

This item was received by the General Policy Committee on December 11, 2024.

***Responsible Staff:***

Timothy Byrne, Director of Express Lanes

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Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

*Entity: San Bernardino County Transportation Authority*

# I-10 EXPRESS LANES

## OPERATIONS MONTHLY REPORT

**NOVEMBER 2024**

**VERSION 1.0**



<b>1</b>	<b>EXECUTIVE SUMMARY</b>	<b>4</b>
<b>2</b>	<b>TRAFFIC OPERATIONS</b>	<b>5</b>
2.1	TRAFFIC VOLUMES .....	5
2.2	TRAFFIC COMPOSITION .....	7
2.3	TRAFFIC SPEEDS.....	10
<b>3</b>	<b>TOLL SYSTEM OPERATIONS</b>	<b>13</b>
3.1	TRIPS, GROSS POTENTIAL REVENUE AND TOLL RATES.....	13
3.2	SYSTEM PERFORMANCE .....	19
<b>4</b>	<b>CUSTOMER SERVICE OPERATIONS</b>	<b>25</b>
4.1	CALLS .....	25
4.2	WIC CUSTOMERS .....	26
4.3	VIOLATIONS NOTICES .....	26
4.4	PAYMENTS THROUGH PAY NEAR ME .....	27
4.5	EQUITY .....	29
<b>5</b>	<b>FINANCIAL PERFORMANCE</b>	<b>30</b>
5.1	REVENUE .....	30
5.2	ACCOUNTS RECEIVABLE .....	32
5.3	FINANCIAL OPERATIONS .....	33

### Acronyms and Definitions

Acronym	Definition
CAV	Clean Air Vehicle
CCTV	Closed Circuit Television
CSC	Customer Service Center
CSR	Customer Service Representative
DMV	Department of Motor Vehicle
EB	Eastbound
EL	Express Lanes
ELP	Express Lanes Program
ETC	Electronic Toll Collection
GP	General Purpose
GPR	Gross Potential Revenue
HOV	High Occupancy Vehicle
IBT	Image-Based Transaction
KPI	Key Performance Indicator
MOMS	Maintenance Online Management System
NTEV	Notice of Toll Evasion
NDTEV	Notice of Delinquent Toll Violation
O&M	Operations and Maintenance
SBCTA	San Bernardino County Transportation Authority
SOV	Single Occupant Vehicle
TCS	Toll Collection System
TOD	Time of day
TSP	Toll Services Provider
TTRR	Time To Repair and Respond Threshold
TRDMS	Toll Rate Dynamic Message Sign
VDS	Vehicle Detection System
VPHPL	Vehicles per hour per lane
WB	Westbound
WIC	Walk-In-center



# 1 EXECUTIVE SUMMARY

This monthly report provides a comprehensive look at the operational conditions of the San Bernardino County Transportation Authority (SBCTA) I-10 Express Lanes (EL). The results and discussion presented in each section of this monthly report provide insight into the key aspects about EL and Toll Collection System (TCS) performance (e.g., trends, positive items, issues) for the partial month of November 1 to November 26, 2024. Trip building delays caused due to required Disaster Recovery failover testing contributed to delays in manual image processing causing longer trip building timeline from transactions. Full month of November data for all sections will be presented in the December report.

## Traffic Operations

The total number of trips from November 1-26 was 904,348 with 440,149 in the eastbound (EB) and 464,199 in the westbound (WB) directions. About 80% of the total trips were tolled. The market share of High Occupant Vehicles (HOVs) is 7% higher on weekends compared to weekdays (31% vs. 24%).

All EL segments operated at speeds greater than 45 mph for 100% of the time during peak periods complying with the Federal Highway Administration (FHWA) requirement that managed lanes maintain an average operating speed of 45 mph at least 90% of the time during peak periods.

On average, the WB EL traffic utilized 42% of capacity (assuming capacity of 1,600 vphpl) in the AM Peak and EB EL traffic was utilizing 52% of lane capacity in the PM Peak.

## Toll System Operations

Currently the system implements variable pricing through a time-of-day (TOD) schedule developed by SBCTA. For November, the average toll paid were around \$2.00 (ETC \$1.86 and IBT \$2.67) which has increased from October by \$0.20. In the coming months, pricing control will be transitioned to a dynamic pricing algorithm.

## Customer Service Operations

Total violation notices mailed for the full month of November was 100,504 with 31,052 NDTEVs. There were 5,000 fewer Amnesty and NTEV notices mailed compared to October. About 14,500 customer calls were placed using the SBCTA Customer Service Call Center phone number with an average call handle time of 345 seconds.

The SBCTA EL equity programs show 25 low-income accounts opened since the WIC opened in June. The number of trips with the Disabled Veteran program discount was down slightly from October to November with 203 trips taken.

## Financial Performance

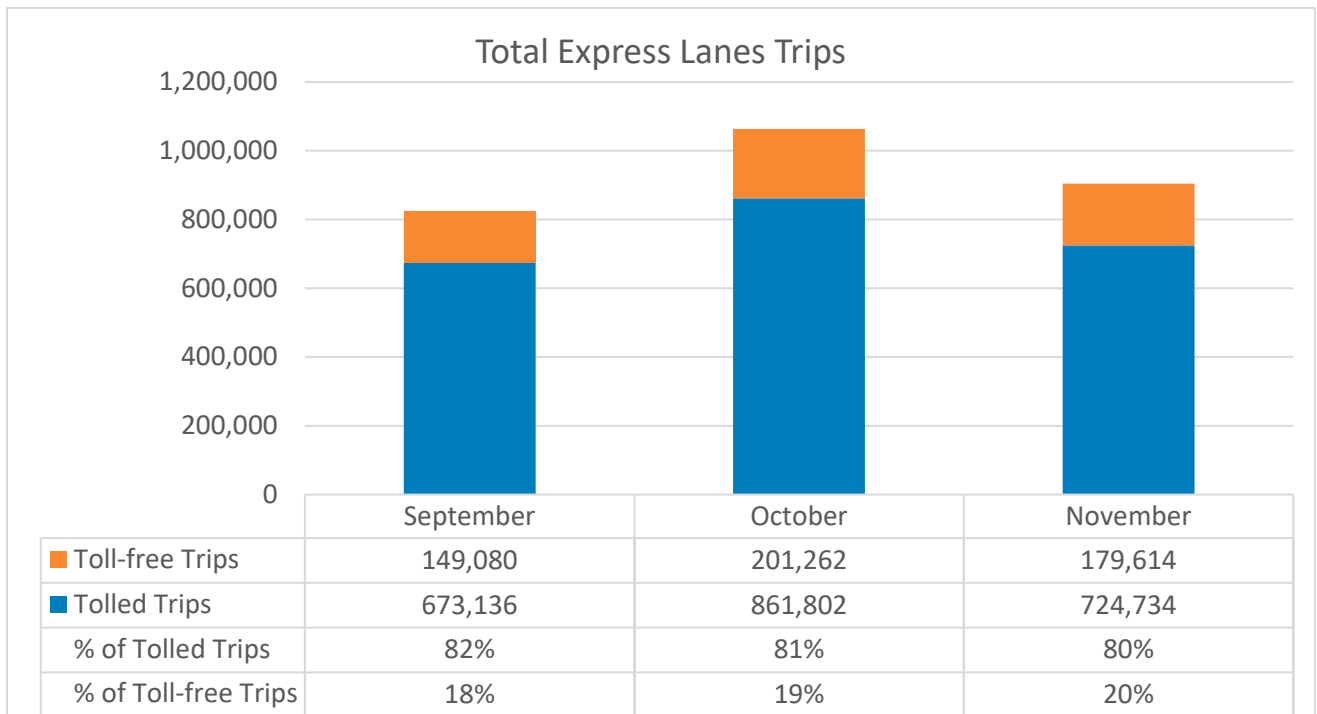
Gross Potential Revenue (GPR) for November (through November 26) was \$1.443 million (ETC: \$622K + IBT: \$820K) which is 10% (\$160K) lower than October 2024 GPR of \$1.603 million. The reduction is largely attributable to the reporting period being four days shorter than a full month. Accounts Receivable as of November 26, 2024 was \$4.063 million, comprised of \$608K in tolls and \$3.455 million in fees and penalties.

## 2 TRAFFIC OPERATIONS

### 2.1 TRAFFIC VOLUMES

For November 1 to November 26, 2024, a total of 904,348 trips were recorded in the I-10 EL. This equates to an average of 34,783 trips per day, which is 2% lower than the average daily trips in October 2024. Figure 1 summarizes monthly tolled and toll-free volumes on the EL since September 2024. The split between tolled and toll-free trips was consistent over the three months.

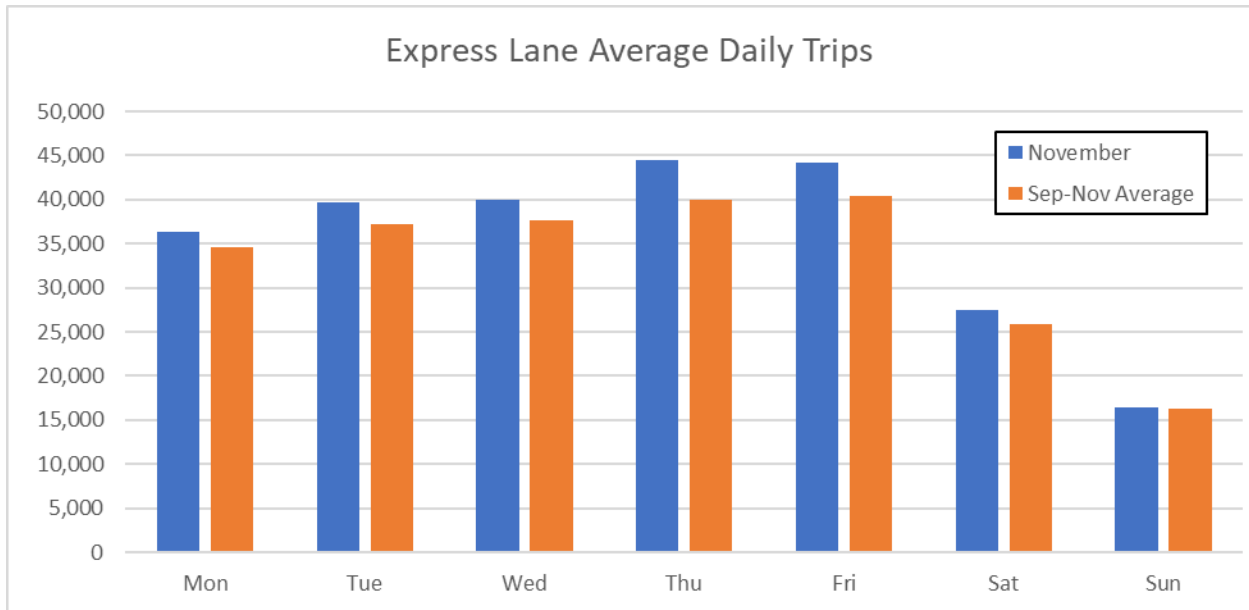
Figure 1 - Total Express Lanes Trips



November includes data from November 1-26.

On average, weekend EL traffic volumes were 45% lower than weekday traffic volumes as illustrated in Figure 2 and Figure 3. Figure 2 presents average daily trips in November compared to combined average trips between September, October and November. November trips were higher than average of the three months for all days of the week.

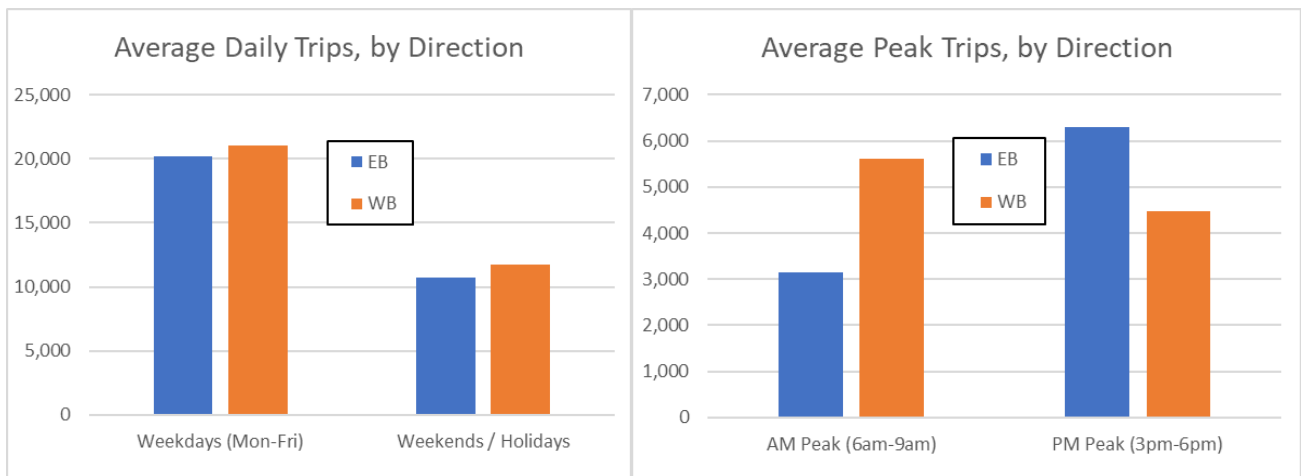
Figure 2 - Express Lanes Average Daily Trips



November includes data from November 1-26.

Figure 3 compiles the daily data and compares *average weekday* versus *average weekend* traffic, breaking the data out by direction for November. It also summarizes peak period traffic. Peak traffic is oriented WB in the morning and EB in the evening during weekdays. The AM Peak has been defined as 6am-9am and the PM Peak 3pm-6pm.

Figure 3 - Express Lanes Average Daily and Peak Period Trips

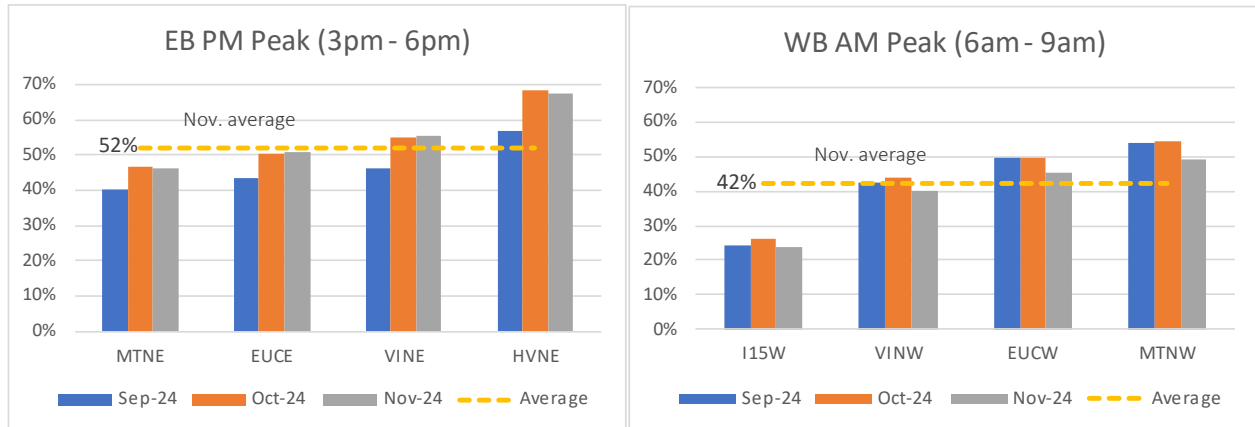


November includes data from November 1-26.

The utilization of the EL facility was well below the capacity of 1,600 vehicles per hour per lane (vphpl) in November as depicted in Figure 4. Usage is expected to increase as drivers learn about its availability, benefits and how to use it. Figure 4 presents the capacity used in the WB direction during the AM Peak and the EB direction during the PM Peak for each toll zone. Note there are four toll zones in the WB direction at I-15

(I15W), Vineyard Avenue (VINW), Euclid Avenue (EUCW) and Mountain Avenue (MTNW) and four toll zones in the EB direction at Mountain Avenue (MTNE), Euclid Avenue (EUCE), Vineyard Avenue (VINE) and Haven Avenue (HVNE).

Figure 4 - Average Weekly Peak Period Express Lanes Utilization\*



\*Based on a capacity of 1600 vphpl. HVNE capacity is calculated for one lane, and all other locations for two lanes.

As shown in Figure 4, in November the utilization of lane capacity in the EL decreased in WB compared to September and October while EB remained similar to October. On average WB EL traffic was utilizing 42% of capacity in the AM Peak and EB EL traffic was utilizing 52% of lane capacity in the PM Peak. As might be expected, in the WB direction the highest EL utilization is experienced at the furthest west toll zone (MTNW) while in the PM Peak the highest utilization is at the eastern end of the corridor (HVNE).

## 2.2 TRAFFIC COMPOSITION

Express lanes traffic can be classified by four basic market share components: IBT, SOV, HOV2, and HOV3+ vehicles. SOV, HOV2 and HOV3+ are categories of ETC trips. Figure 5 presents trip composition in the four market share components for weekdays. The left side of the table provides the information in terms of total trips in a typical peak period, while the right side of the table presents the same information in terms of the market shares. As Figure 5 illustrates, AM peak period traffic classification is generally consistent with PM peak period traffic. The most common type of trips during these periods are IBT and SOV trips.

Figure 5 – Express Lanes Weekday Peak Period Trip Classification

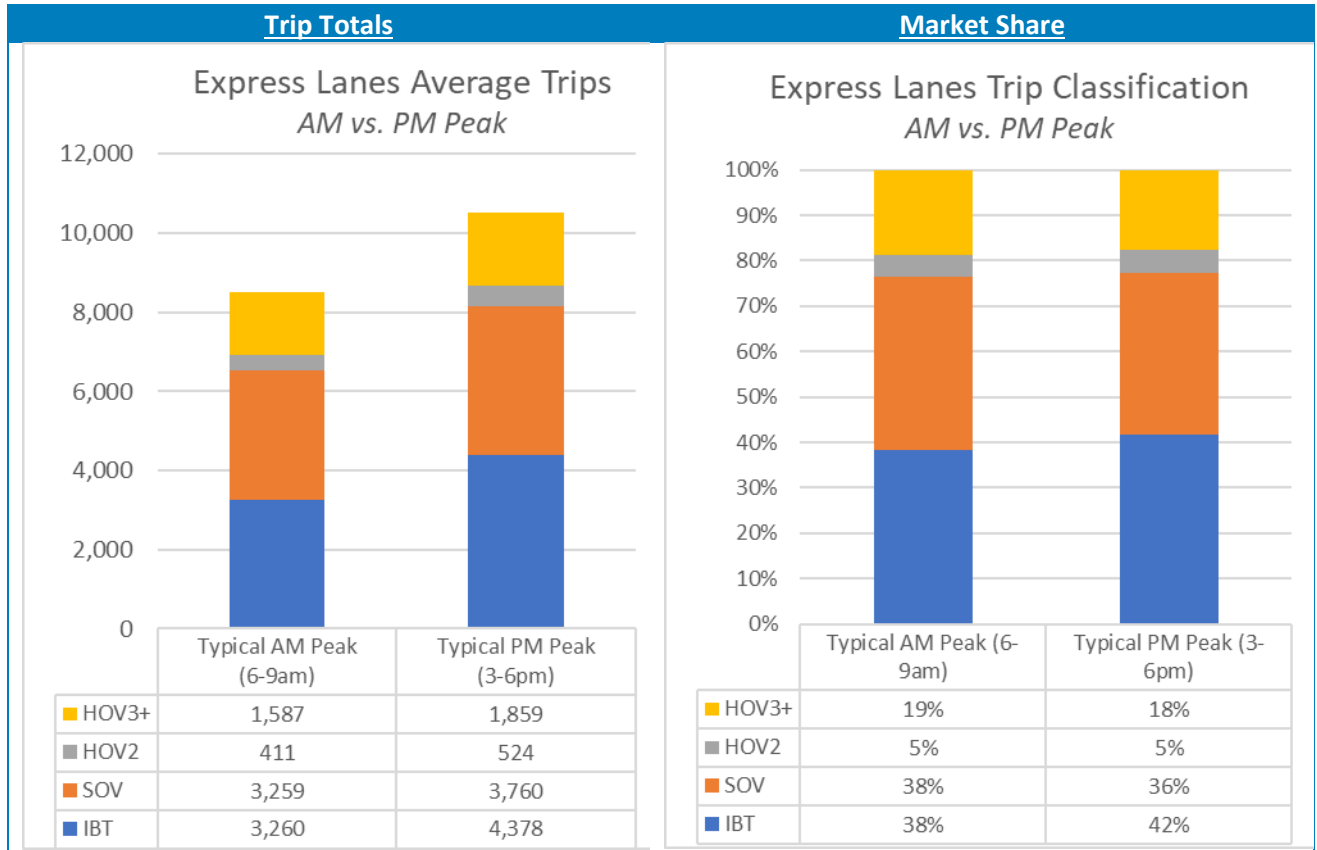
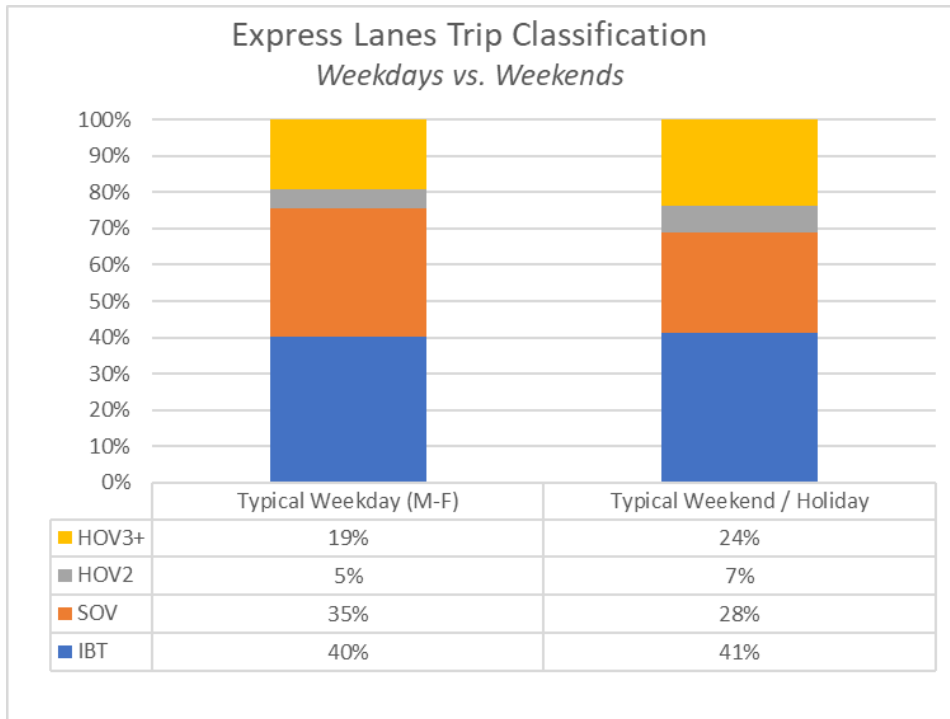


Figure 6 presents EL transaction classification for weekdays and weekends. As Figure 6 illustrates, the market share of HOVs is 7% higher on weekends compared to weekdays (35% vs. 28%). The market share of SOVs drops by 7% on weekends. Per the EL Business Rules, eligible HOV 3+ vehicles (i.e. an occupancy of 3 or more with a valid switchable transponder in the 3+ position) travel toll-free.

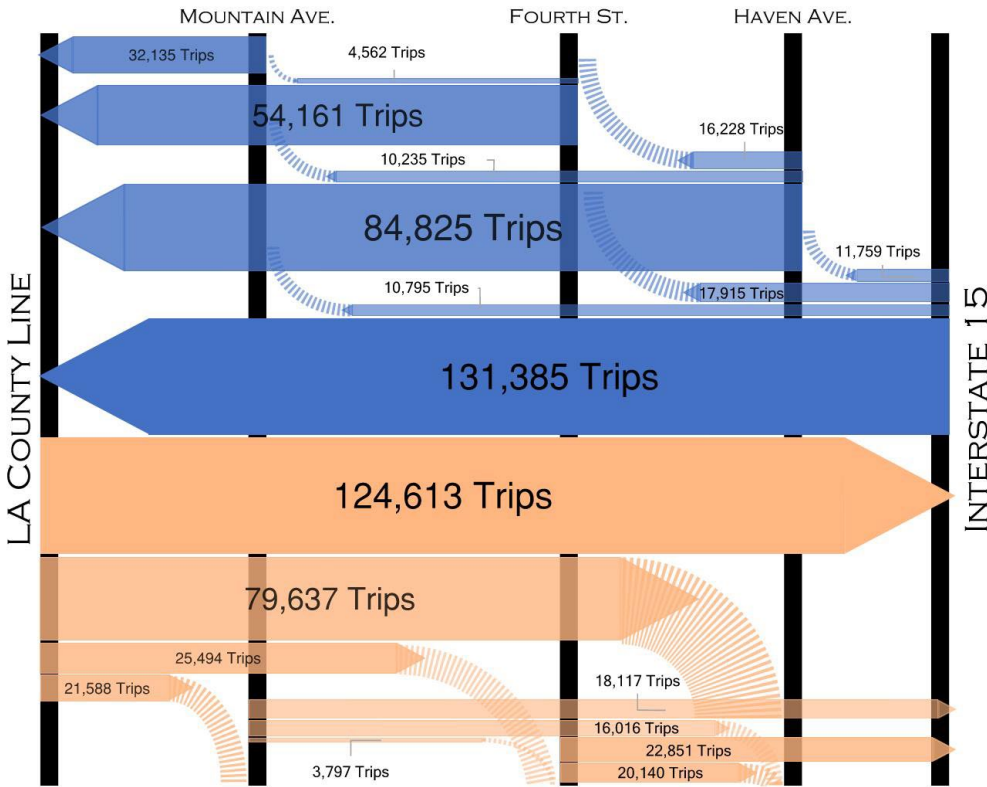
Figure 6 - Express Lanes Weekdays vs. Weekends Trip Classification



Includes data from November 1-26.

There are four toll zones in each direction of the I-10 Express Lanes corridor. Figure 7 tabulates a breakdown of November tolled trips by their entry and exit Toll Zone. Over one third of all tolled trips (36% of 350,220 EB and 35% of 374,000 WB) were full length trips traveling through all four plazas in each direction.

Figure 7 - Tolled Volumes by Origin-Destination



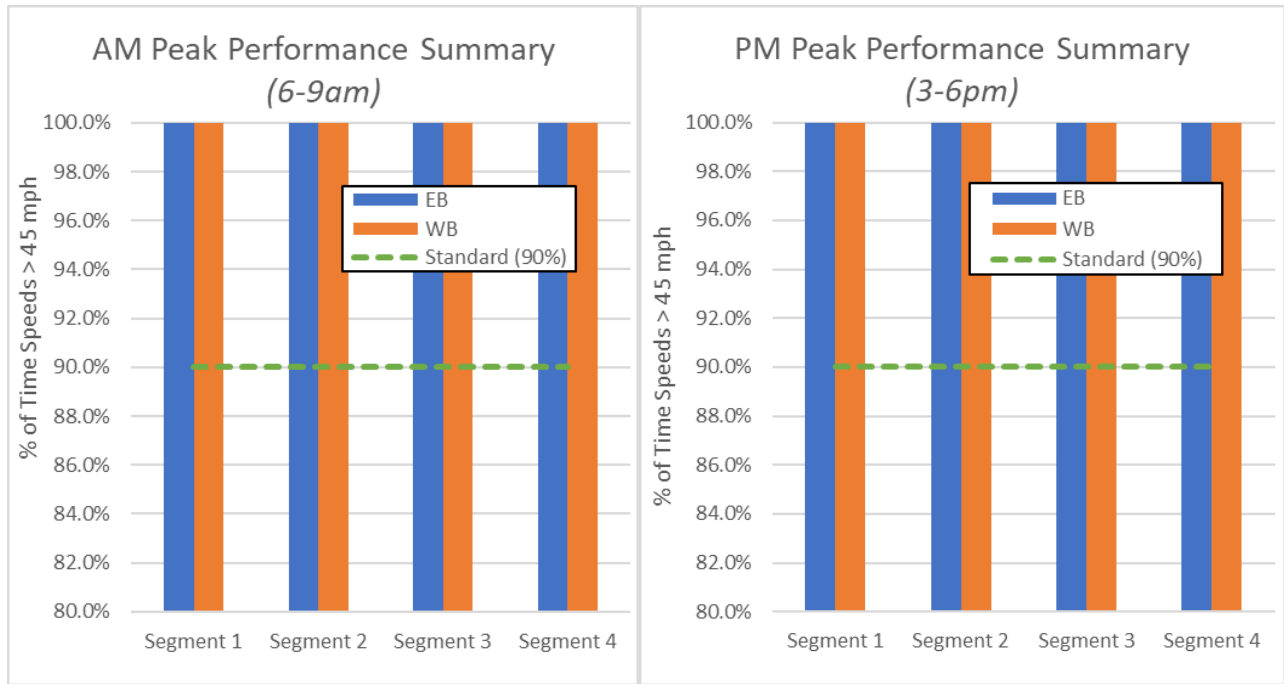
NOTE: Includes data from November 1-26.

### 2.3 TRAFFIC SPEEDS

Two important goals of the EL are *improved travel time* compared to the adjacent general purpose (GP) lanes and *enhanced reliability*. In future reports, we will summarize peak period travel times for a full-length EL trip, comparing it with travel times in the GP lanes. For this reporting period, reliable GP lane data is not available due to ongoing tuning of the Vehicle Detection Stations (VDS). Tuning efforts will be finalized in early December.

Figure 8 summarizes the speed reliability statistics for November 2024, breaking the data out by peak period (AM vs. PM), by direction, and by segment. By statute, EL should maintain an average speed of 45 mph or above for 90% of the time during peak periods. The green line in Figure 8 represents the threshold to meet the 45+ mph requirement and it is observed that all segments were operating at speeds of 45+ mph for 100% of the time during peak periods.

Figure 8 - Percentage of Peak Period with Speed ≥ 45 mph by segment



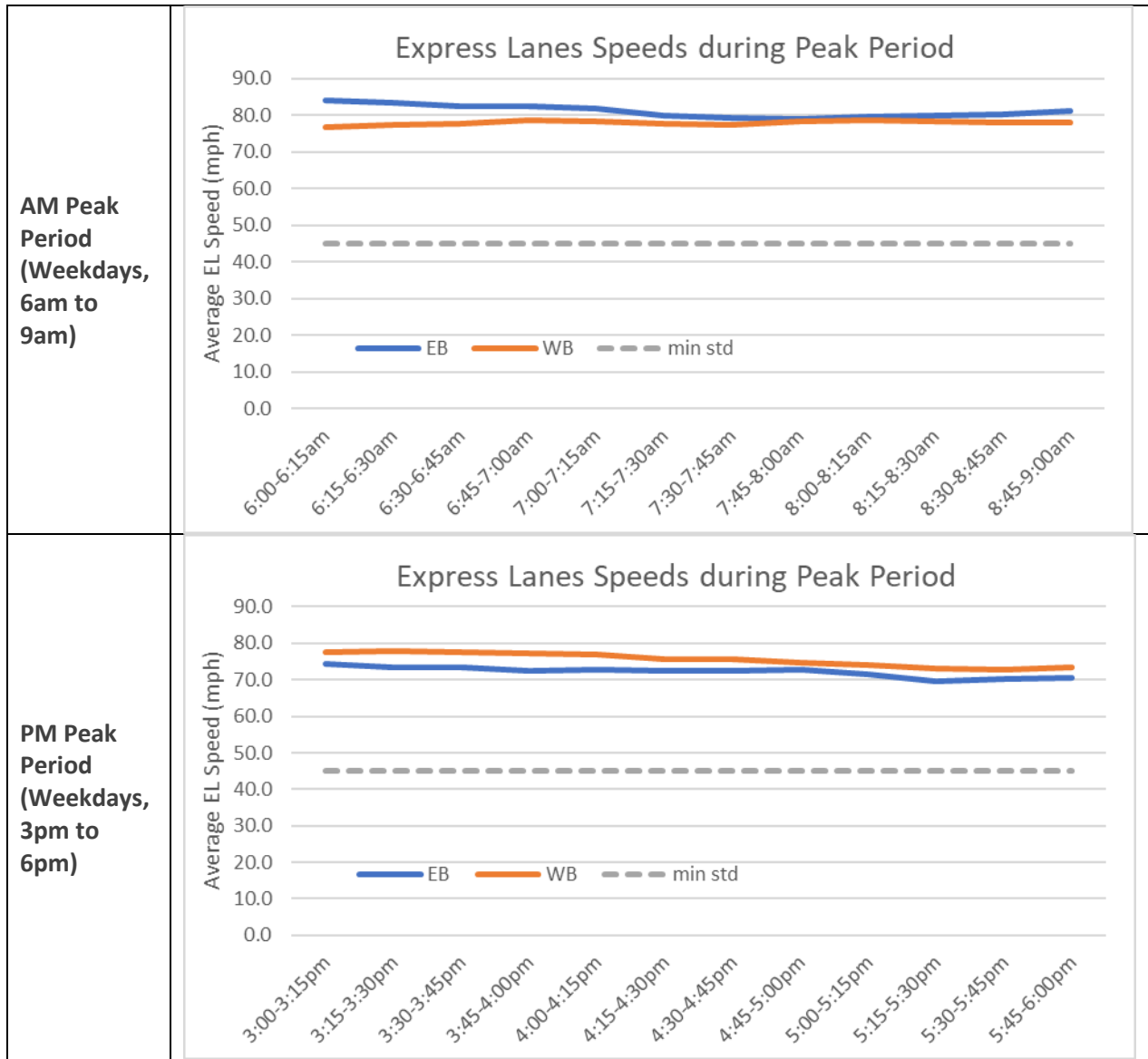
NOTE: Includes data from November 1-26.

Figure 9 shows that average speeds along the corridor were rarely compromised in November. It summarizes average speeds through the corridor broken out into 15-minute intervals during both the AM peak and the PM peak.

In future reports, the market share which refers to the percentage of total traffic that is served by the EL will be summarized. As mentioned earlier in this section, reliable GP data is not available for the November reporting period.



Figure 9 - Average AM and PM Peak Period Corridor Speeds by 15-min Interval



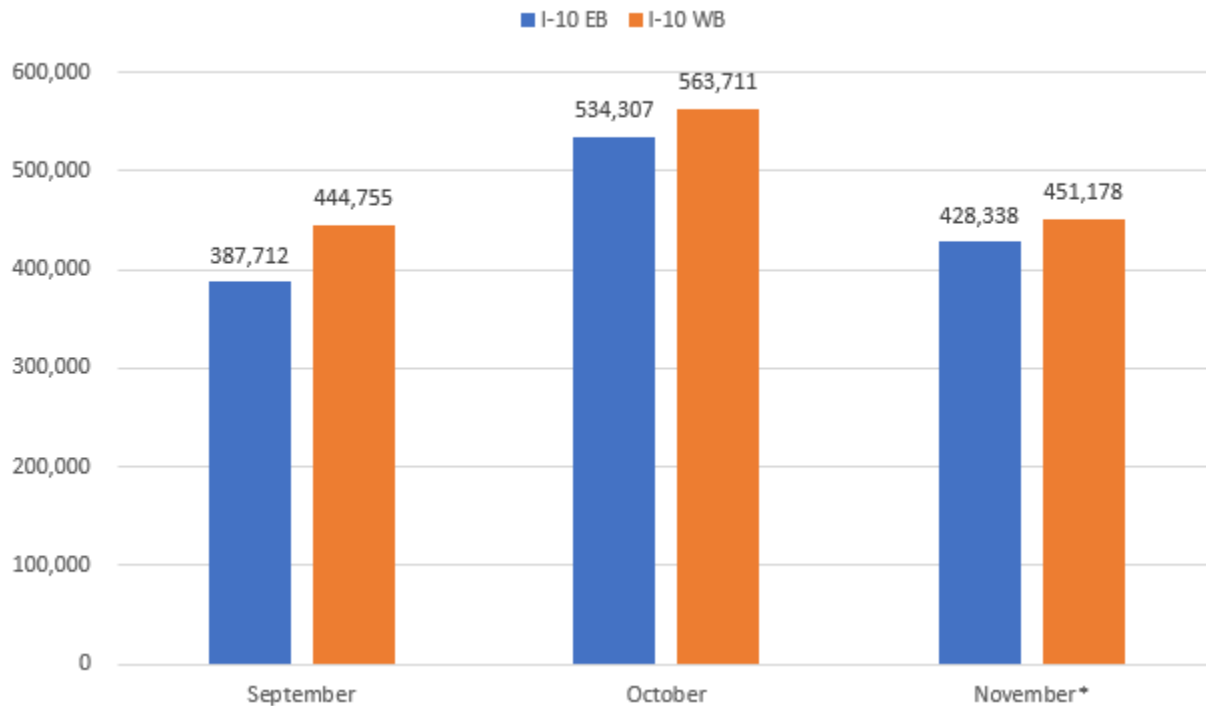
Attachment: EL-Nov-Monthly-RptFnl-120924 (11185 : Express Lanes Quarterly Report)

### 3 TOLL SYSTEM OPERATIONS

#### 3.1 TRIPS, GROSS POTENTIAL REVENUE AND TOLL RATES

Figure 10 provides the total number of trips per month for the I-10 EL by direction. Total trips per month have increased from September to October, however, trips decreased in November. The reduction in the November trip number can be attributed to the Toll Service Provider’s (TSP) Disaster Recovery testing from November 12<sup>th</sup> to November 19<sup>th</sup> which impacted transaction processing causing trip building delay issues.

Figure 9 - Total Monthly Express Lanes Trip Totals

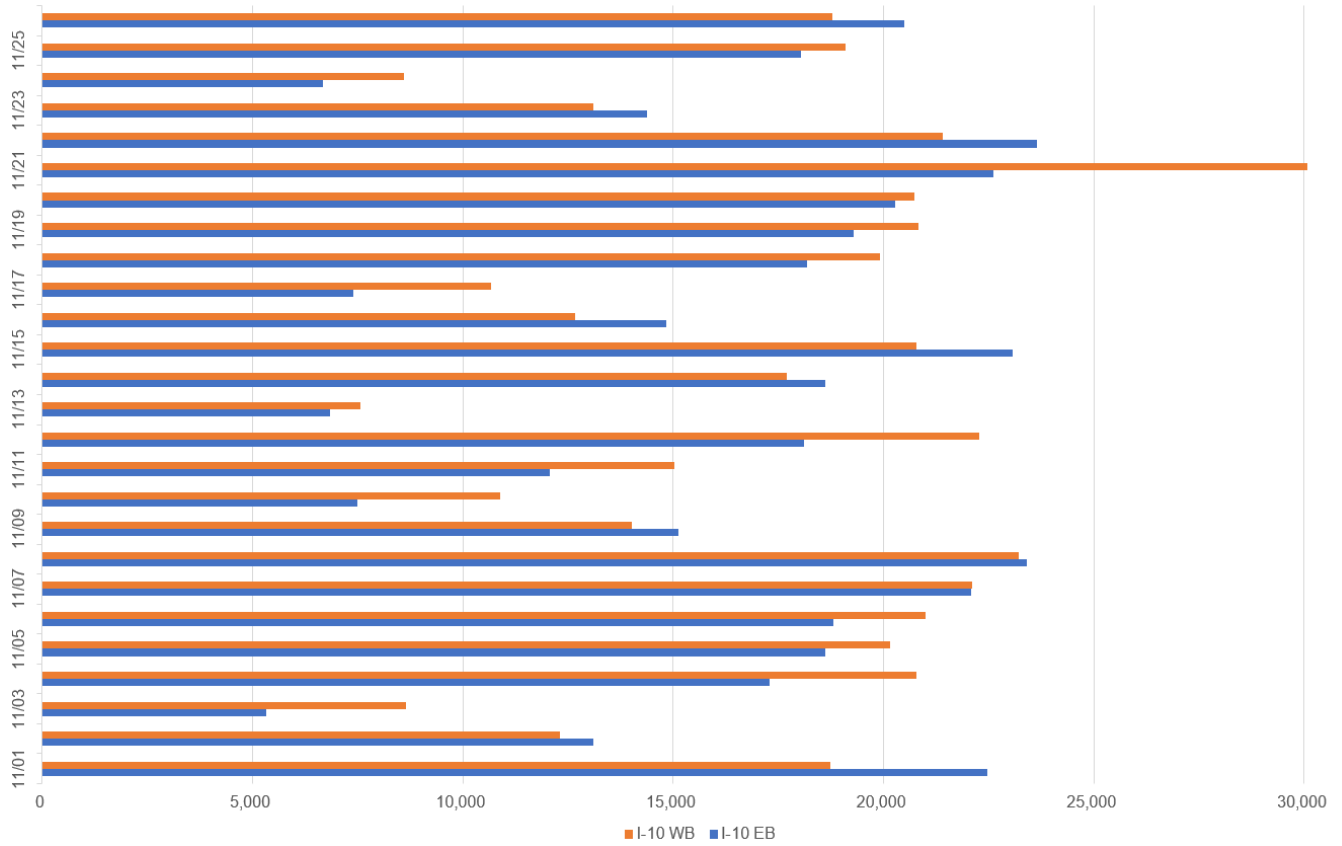


NOTE: Includes data from November 1-26.

Figure 11 provides the total number of trips per day for the I-10 ELs. Trip totals have been trending up as it appears more customers are becoming aware that the I-10 EL have opened, but the average trips per day reduced by 1,590 per day in November (760 in EB direction and 830 in the WB direction). This reduction is associated with seasonal traffic reduction common during holiday months.

Table 1 provides the total number of trips, trips >\$0 and zero \$ trips as well as the breakdown by direction for the last three months. ETC trips have increased from September to October by 30% and decreased in November by 20%. The \$0 trips remained consistent throughout the three months.

Figure 10 - Total Daily EL Trip Totals



NOTE: Includes data from November 1-26.

Table 1 - Total Daily Express Lanes Trip Totals by Direction

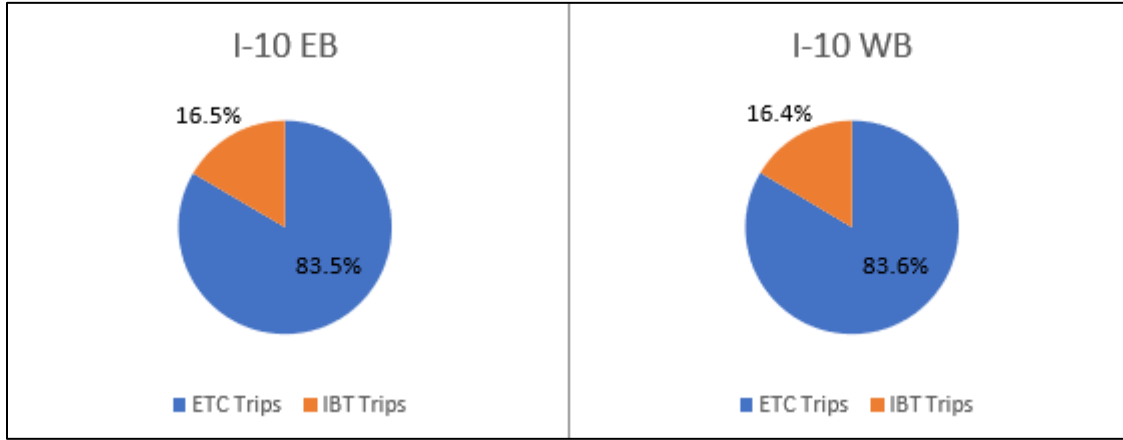
	I-10 EB			I-10 WB			TOTAL		
	SEP	OCT	NOV*	SEP	OCT	NOV*	SEP	OCT	NOV*
<b>Total Trips</b>	387,712	534,307	428,338	444,755	563,711	451,178	832,467	1,098,018	879,516
<b>Trips &gt; \$0 [SOV, HOV2, CAV, IBT]</b>	314,340	430,483	341,294	368,079	460,173	363,485	682,419	890,620	704,779
<b>Zero \$ Trips [HOV3+, DV, NR]</b>	73,372	103,824	87,044	76,676	103,574	87,693	150,048	207,398	174,737

\*NOTE: Includes data from November 1-26.

Figure 12 shows the percentage of ETC and IBT trips by direction for November 2024. ETC trips exceed IBT trips for the EB and WB directions. It is observed that the percentage of ETC trips versus IBT trips are about the same for both directions. The IBT percentages shown in Figure 12 vary from those reported in Figure 5 and Figure 6 as the Figure 12 figures reflect true IBT trip percentages after allocating some IBT trips to valid

accounts, while Figure 5 and Figure 6 present the percentages of IBT before allocation to valid accounts for vehicles without a valid transponder.

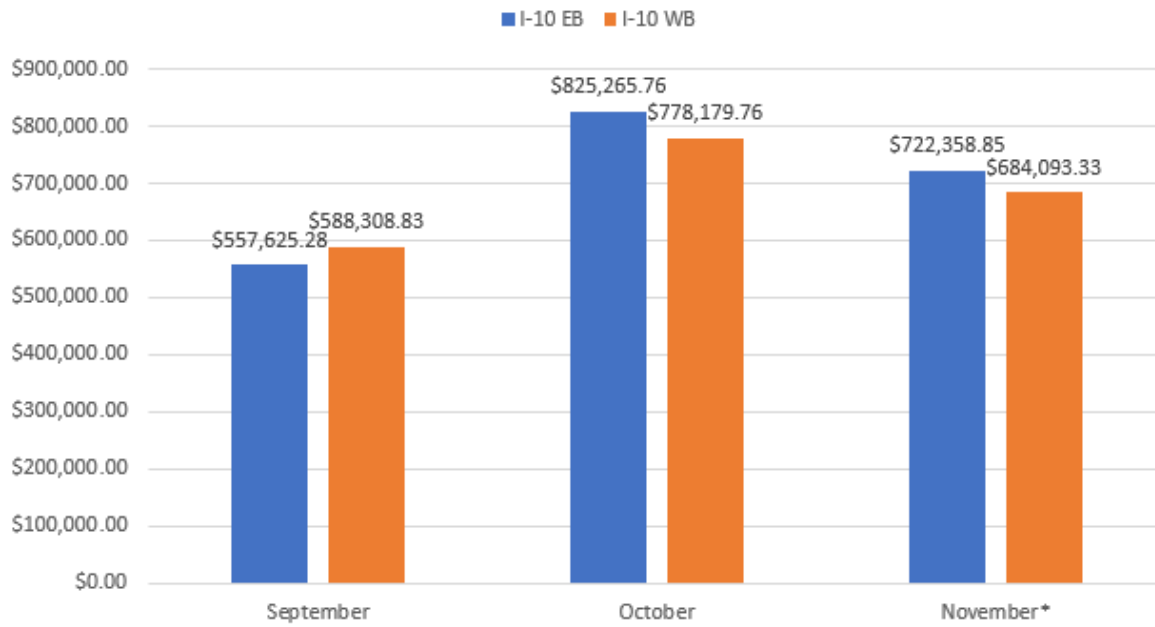
Figure 11 - Total Daily EL ETC & IBT Trip Percentage



NOTE: November includes data from November 1-26.

Figure 13 provides the total Gross Potential Revenue (GPR) per month for the I-10 EL by direction. GPR represents the expected revenue to be collected from a customer at the time the trips are built in the Toll Collection System (TCS) to be sent to the CSC for processing. The monthly GPR in November was 12% lower than October GPR for both directions. However, the GPR trend of EB versus WB remains consistent over the two months unlike September where WB GPR is higher than EB GPR.

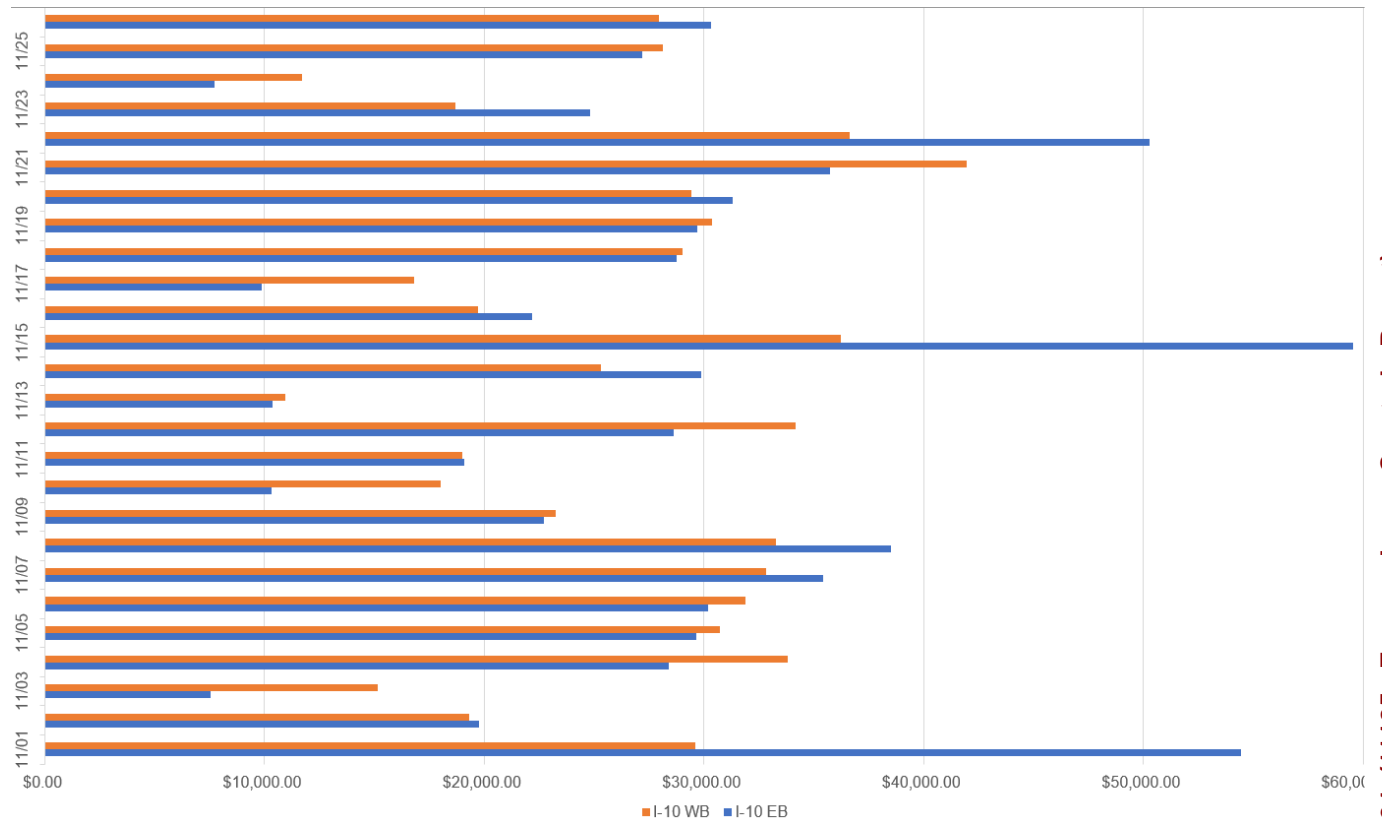
Figure 13 - GPR Monthly Totals for Trips > \$0.



\*NOTE: Includes data from November 1-26.

Figure 14 shows the Daily GPR for each direction for the previous month up to the 26<sup>th</sup>. In the EB direction GPR spikes on 11/1, 11/15, and 11/22 appear to be related to toll overrides to help with congestion/accidents in general purpose lanes and lane closures.

Figure 12 - Gross Potential Revenue Daily Totals for Trips



NOTE: Includes data from November 1-26.

Table 2 provides a summary of average tolls paid for November. IBT tolls average around \$2.67 while ETC is at \$1.86 with an overall average of \$2.00.

Table 2 - 2 Average Gross Potential Revenue Tolls

	<u>I-10 EB</u>	<u>I-10 WB</u>	<u>Total</u>
<b>Avg Trip &gt; \$0 Toll</b>	\$2.12	\$1.88	\$2.00
<b>Avg ETC Toll</b>	\$1.97	\$1.76	\$1.86
<b>Avg IBT Toll</b>	\$2.84	\$2.50	\$2.67

NOTE: Includes data from November 1-26.

Currently the system is utilizing variable pricing using a TOD schedule developed by SBCTA. Dynamic pricing will be enabled after all VDS are installed, configured, and verified. Table 3 provides an overview of the toll rates posted on I-10 toll rate dynamic message signs (TRDMS) during the month. The maximum weekday WB AM peak toll is higher than EB AM Peak and in the afternoon the EB PM peak toll is higher than the WB PM peak. Figure 15 depicts the posted toll rates on the TRDMS in both directions for a representative Thursday in November.

Figure 13 - Tolls posted on TRDMS on Thursday, November 21

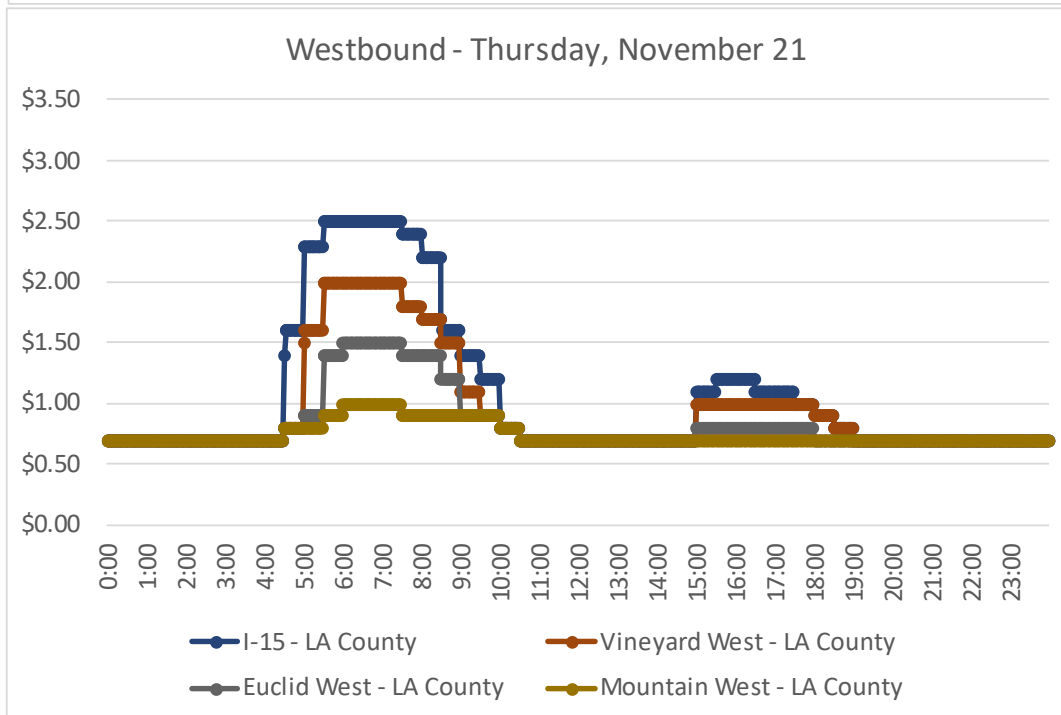
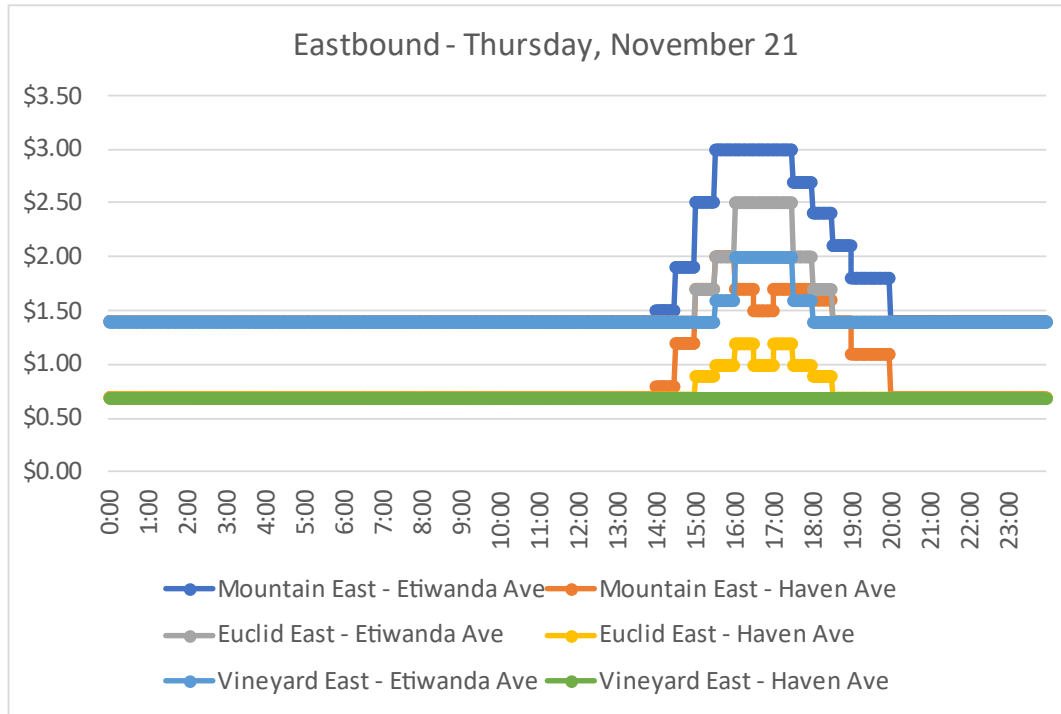


Table 3 - 3Posted Toll Rate Summary

	<u>EB</u>	<u>WB</u>
<b>ETC - AM Peak Period Range</b> <i>Weekdays, 6am - 9am</i>	\$0.70 - \$2.40	\$0.70 - \$3.50
<b>IBT - AM Peak Period Range</b> <i>Weekdays, 6am - 9am</i>	\$1.55 - \$4.10	\$1.55 - \$5.75
<b>ETC - PM Peak Period Range</b> <i>Weekdays, 4pm - 7pm</i>	\$0.70 - \$7.50	\$0.70 - \$2.60
<b>IBT - PM Peak Period Range</b> <i>Weekdays, 4pm - 7pm</i>	\$1.55 - \$11.75	\$1.55 - \$4.40
<b>ETC - Weekend Peak Range</b> <i>Sat/Sun, 10am - 2pm</i>	\$0.50 - \$ 2.80	\$0.50 - \$2.00
<b>IBT - Weekend Peak Range</b> <i>Sat/Sun, 10am - 2pm</i>	\$1.25 - \$4.70	\$1.25 - \$3.50
<b>ETC - Max Toll Rate</b>	\$7.50	\$3.50
<b>IBT - Max Toll Rate</b>	\$11.75	\$5.75
<b>ETC - Max Toll Rate - Weekday</b>	\$7.50	\$3.50
<b>IBT - Max Toll Rate - Weekday</b>	\$11.75	\$5.75
<b>ETC - Max Toll Rate - Weekend</b>	\$2.80	\$2.70
<b>IBT - Max Toll Rate - Weekend</b>	\$4.70	\$4.55

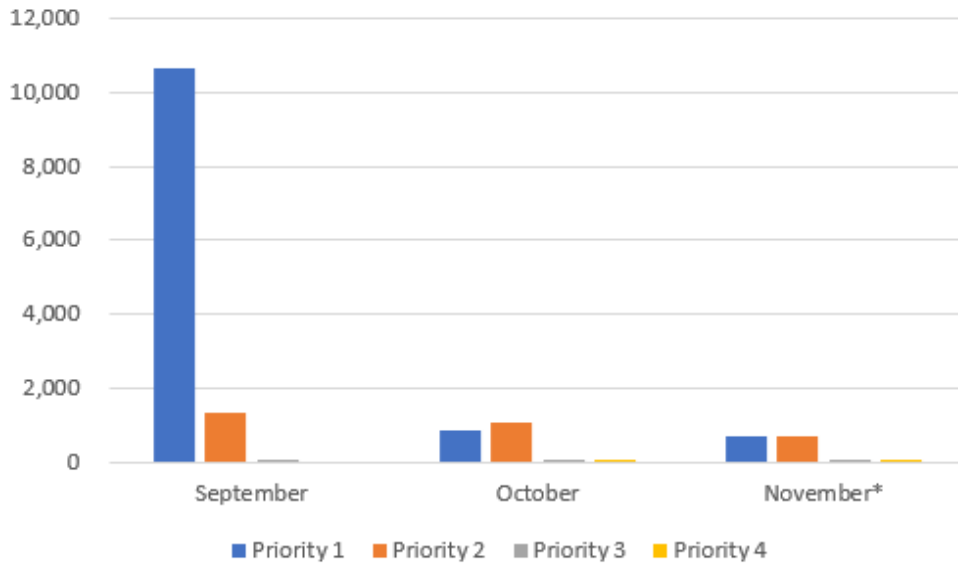
NOTE: November includes data from November 1-26.

### 3.2 SYSTEM PERFORMANCE

Figure 16 displays the work orders by month and priority. Work orders continue to decrease as the Toll Service Provider improves the stability of the system and properly tunes the configuration of the system alarms/alerts.



Figure 14 - MOMS Monthly Work Orders by Priority



\*NOTE: Includes data from November 1-26.

Figure 17 provides the total number of Maintenance Online Management System (MOMS) work orders per day. Priority 1 work orders can impact revenue and essential operational functionality. Priority 2-4 work orders are non-critical but can affect operations if not addressed in a timely fashion. Please refer to the description of priorities in the Maintenance Plan, section 2.3.2 Priority Events. November 1<sup>st</sup> to 26<sup>th</sup> averaged about 50 Work Orders per day but there were spikes of Work Orders on 11/4 related to network/ping alerts. 11/1, 11/4 to 11/9, 11/11, 11/13, 11/20 & 11/22 had an increase of VES Front ROI Continuous issues, but this appears to be related to vehicles not having front license plates. This information has been sent to TransCore to confirm the issues and their root cause.

Figure 15 - MOMS Monthly Work Orders by Priority

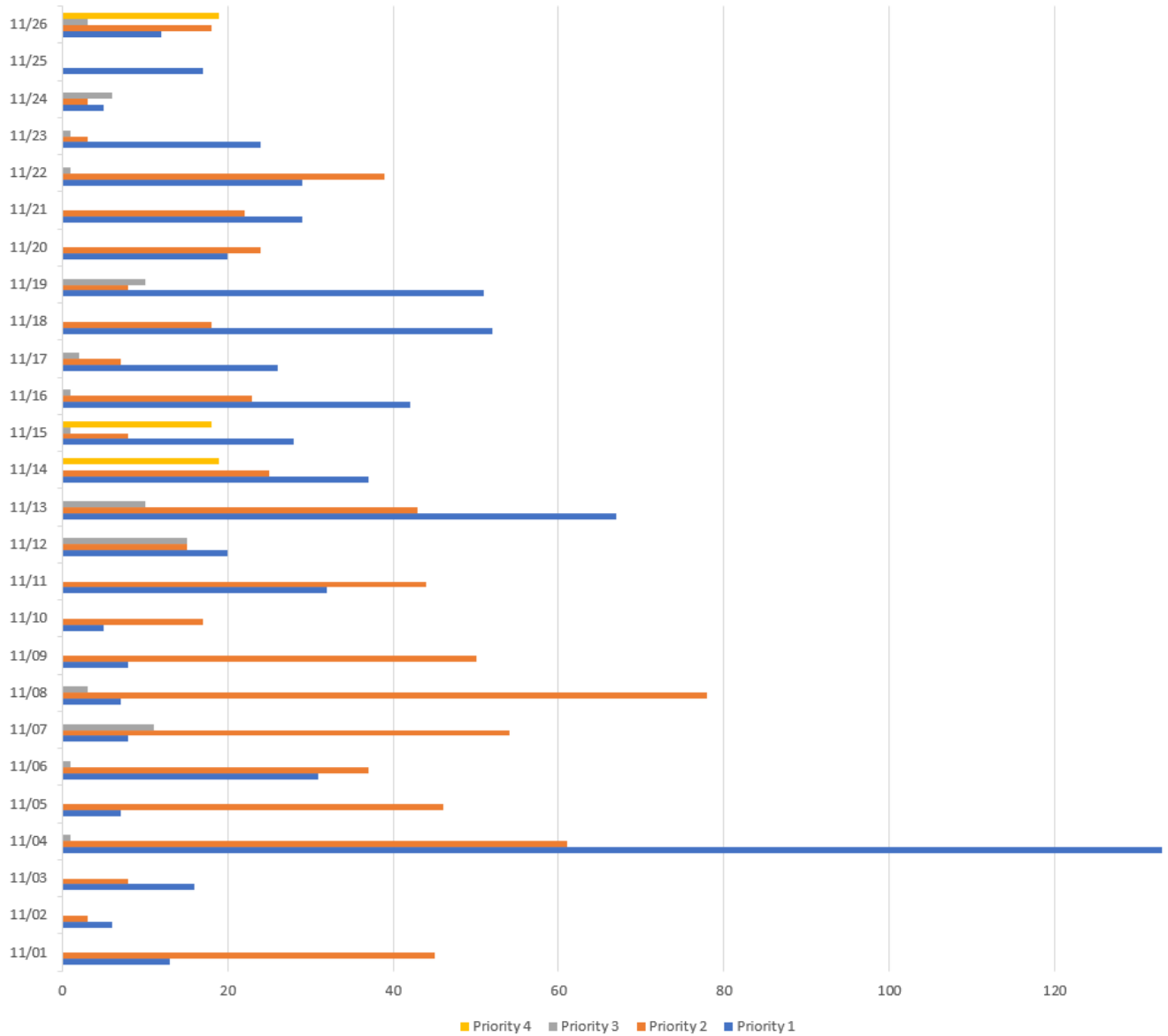
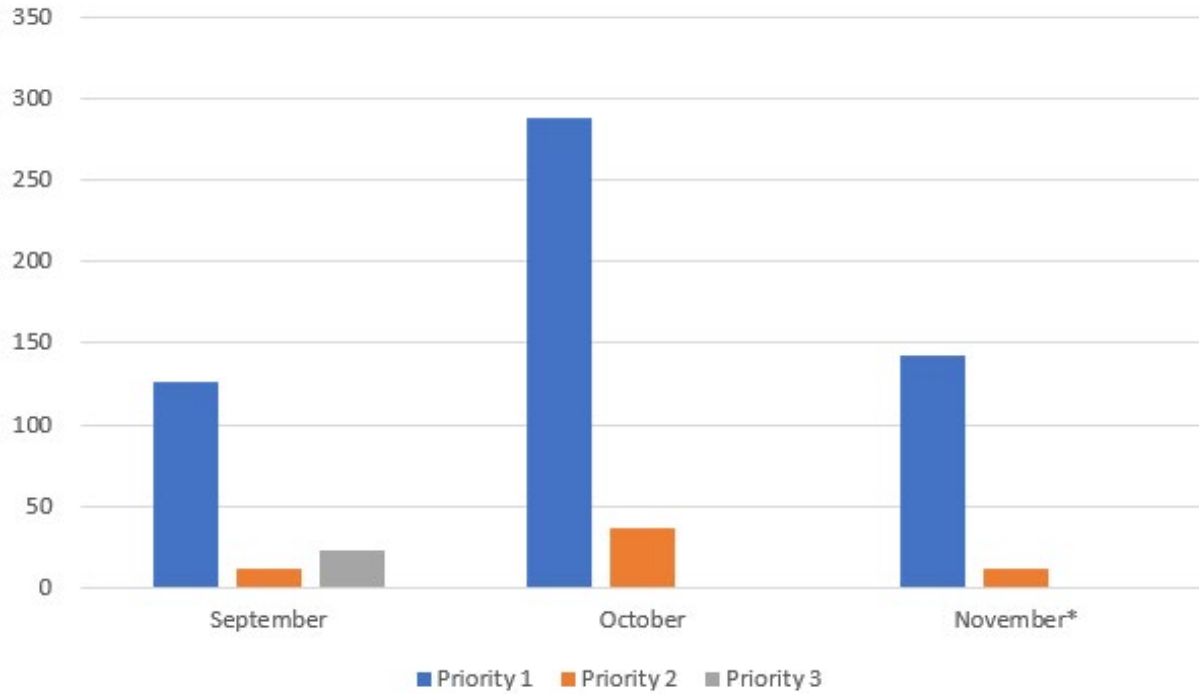


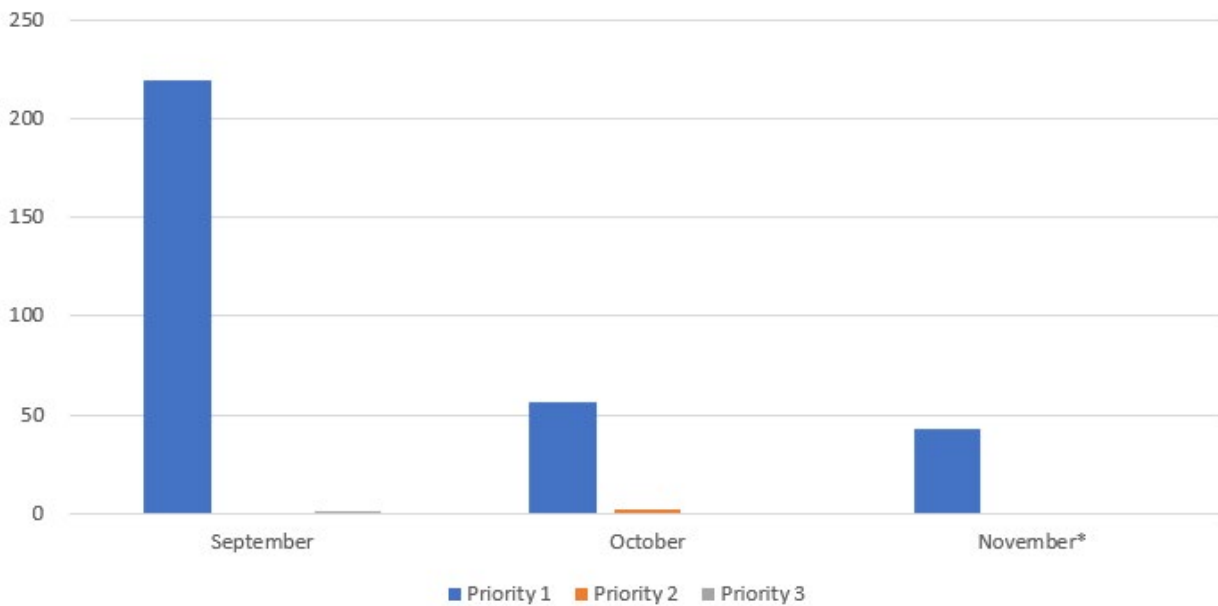
Figure 18 displays the Total Monthly Work Orders that Exceeded the Response Time by Priority and Figure 19 displays the Monthly Total Work Orders that Exceeded the Repair Time by Priority. The Time to Respond increase in October. The work orders that exceeded the response time were for the server and TRDMS equipment type; work orders that exceeded the repair time were for the server equipment type. This appears to be related to the Disaster Recovery (DR) failover testing and the separate fiber communications issue that occurred in November.

Figure 16 - Monthly Work Orders Exceeding Response Time by Priority



\*NOTE: Includes data from November 1-26.

Figure 17 - Monthly Work Orders Exceeding Repair Time by Priority



\*NOTE: Includes data from November 1-26.

Figure 20 provides the total number of MOMS work orders by priority (1,2 or 3) per day that exceeded the time to repair and Figure 21 time to response threshold identified in the Operations Plan. Events that exceed the response and repair thresholds will be subject to the key performance indicator (KPI) assessments identified in the contract. SBCTA is awaiting the Toll Services Providers Monthly Maintenance Report to confirm if these are tied to the DR failover testing and the fiber communications issue.

Figure 18 - Daily Work Orders Exceeding Response Time by Priority

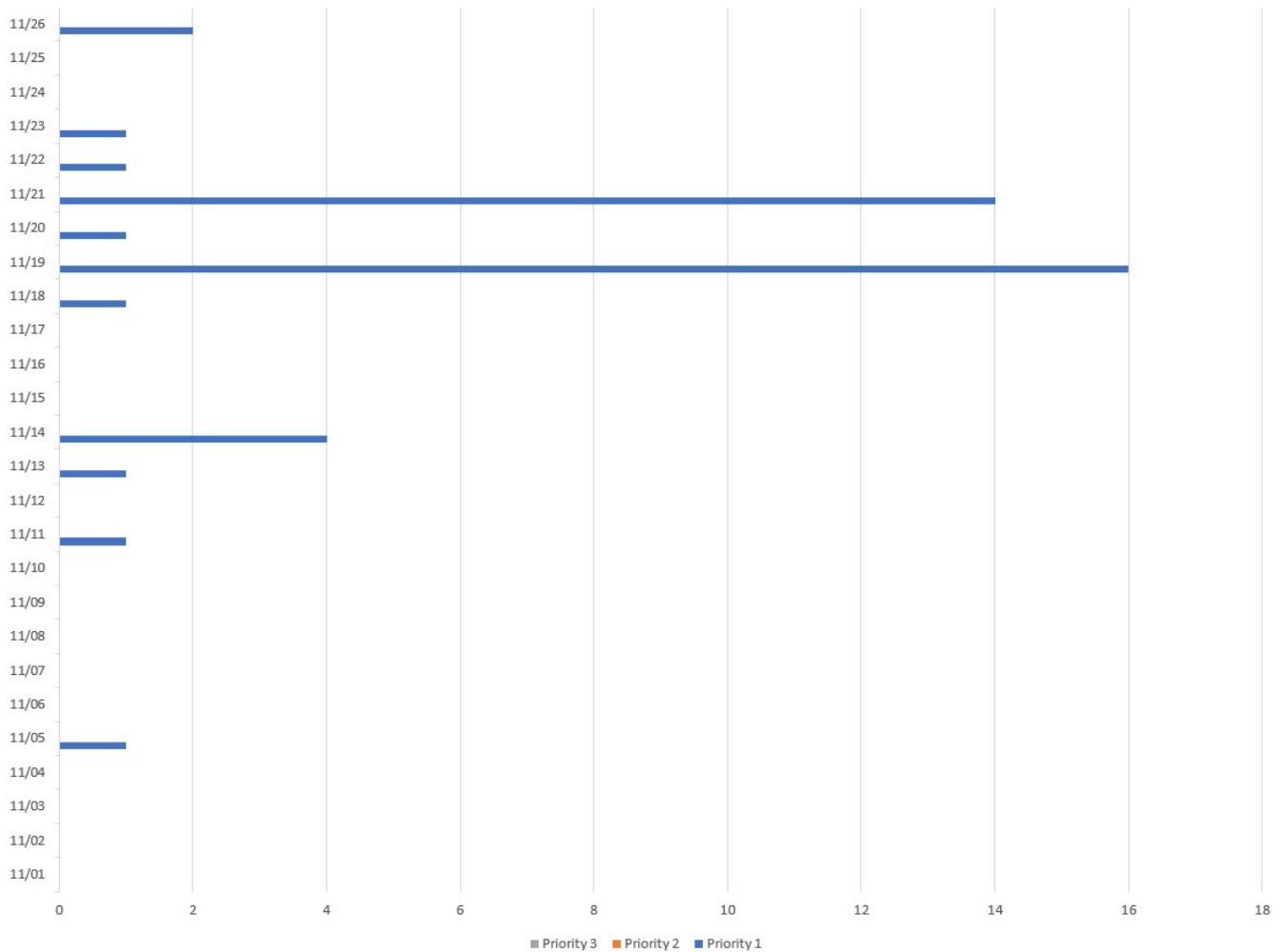
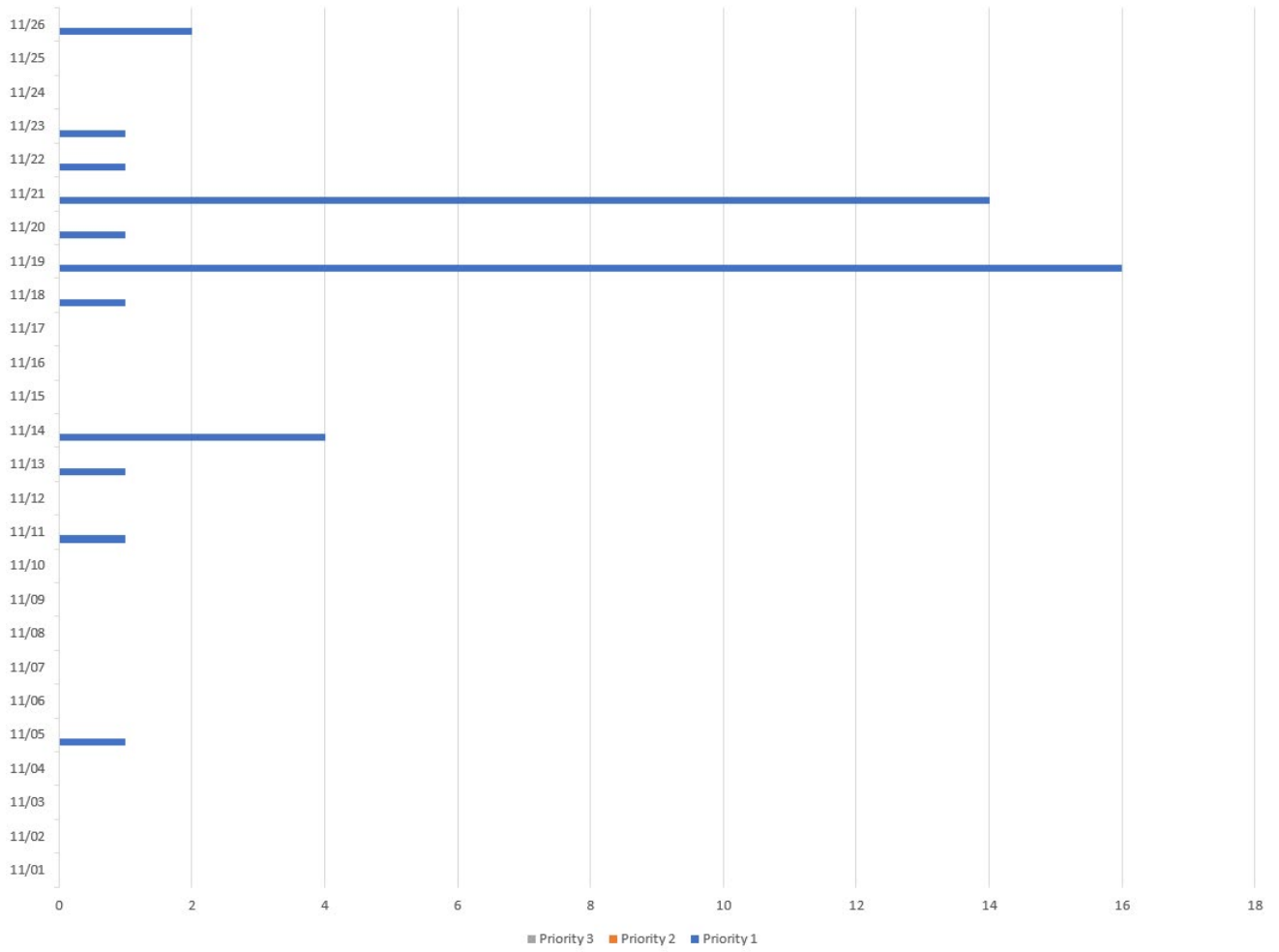


Figure 19 - Daily Work Orders Exceeding Repair Time by Priority

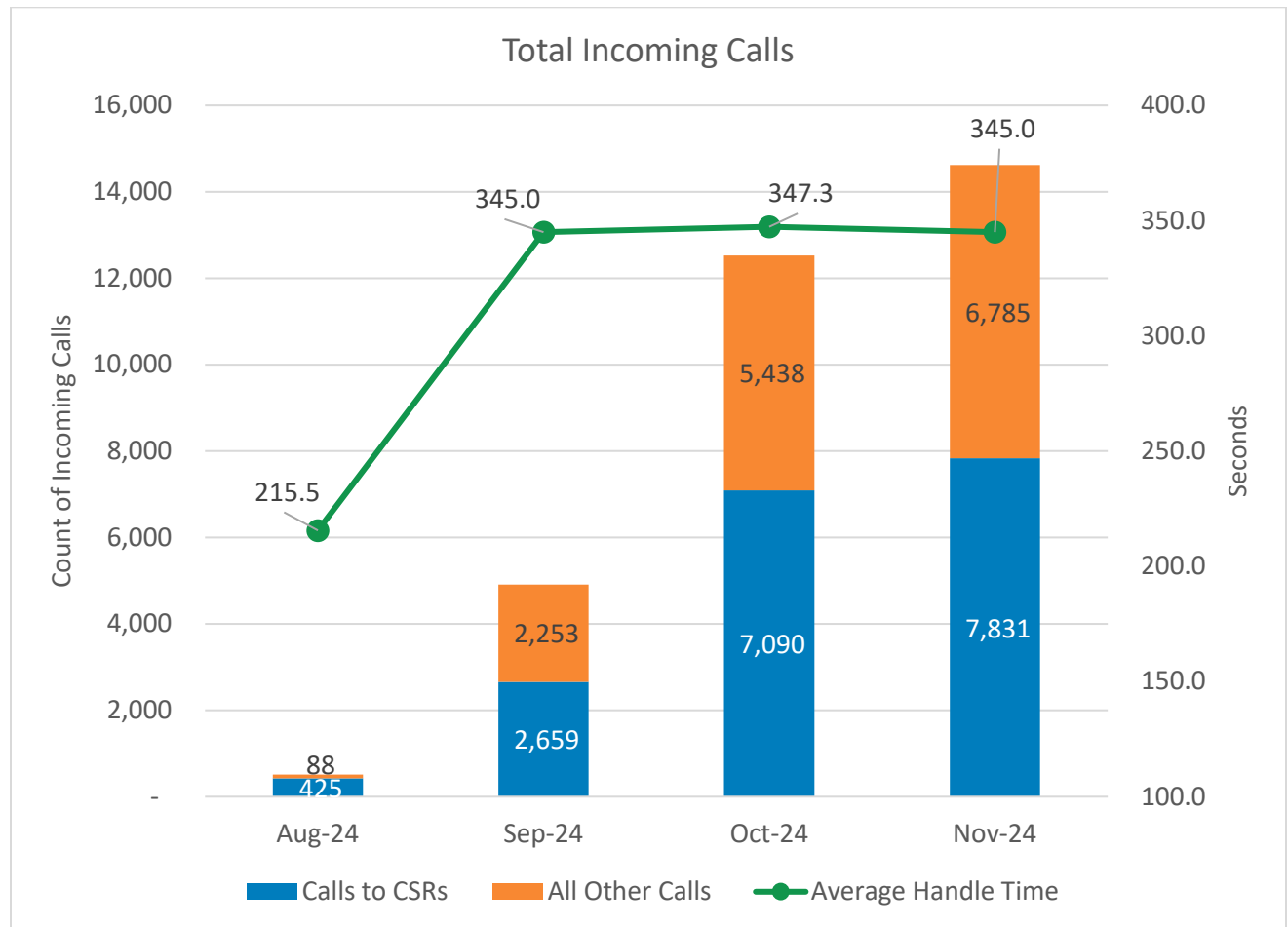


## 4 CUSTOMER SERVICE OPERATIONS

### 4.1 CALLS

Figure 22 depicts the total calls coming into the Customer Service (CSC) Call Center on SBCTA’s dedicated phone number, including the number of customers that elected to speak with a Customer Service Representative (CSR) and the average handle time per call. The total number of incoming calls continues to increase from previous months. In November, only 54% of customers elected to speak with a CSR, down slightly from 57% in October indicating that customers are increasingly able to use the automated call system to address their reason for calling. The average handle time for calls over the past several months continues to be relatively flat even as volume has increased each month (consistent with the increase in violation notices sent). It should be noted that while the call center is available to customers 24 hours a day and 7 days a week, CSRs are only available from 8:00 am to 6:00 pm Monday through Friday and 9:00 am to 2:00 pm on Saturday.

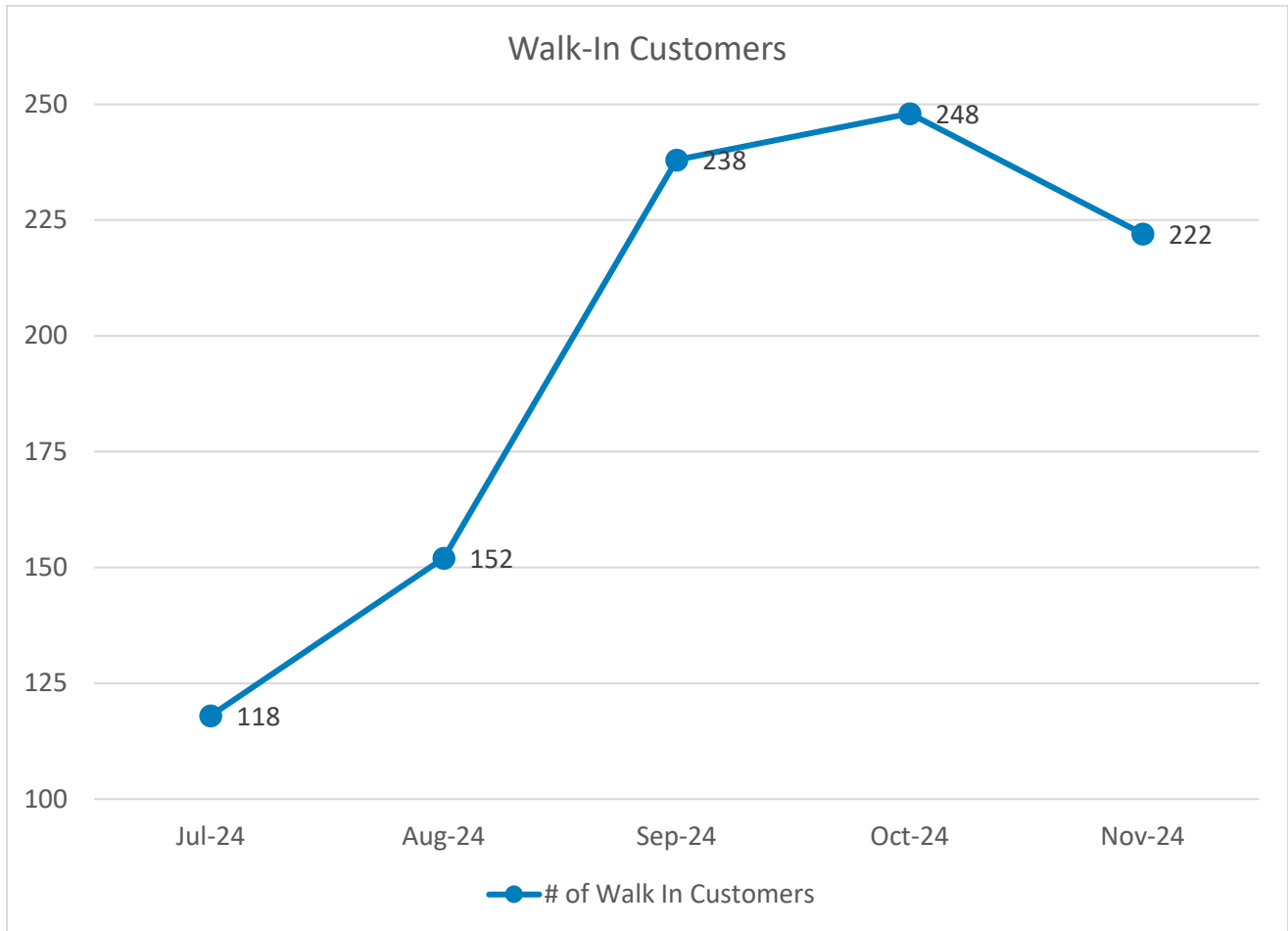
Figure 20 - Incoming Calls by SBCTA Customers



## 4.2 WIC CUSTOMERS

Figure 23 indicates I-10 EL customers using the dedicated San Bernadino Customer Service Center (CSC) and the Irvine CSC. The figure demonstrates the number of customers is down slightly from the previous two months as the holiday season may be impacting customer behavior. Customers are almost exclusively using the new Walk-In Center located in Rancho Cucamonga City Hall. Over the entire 5-month period, only three customers used the Irvine Walk-In Center to inquire about the I-10 EL.

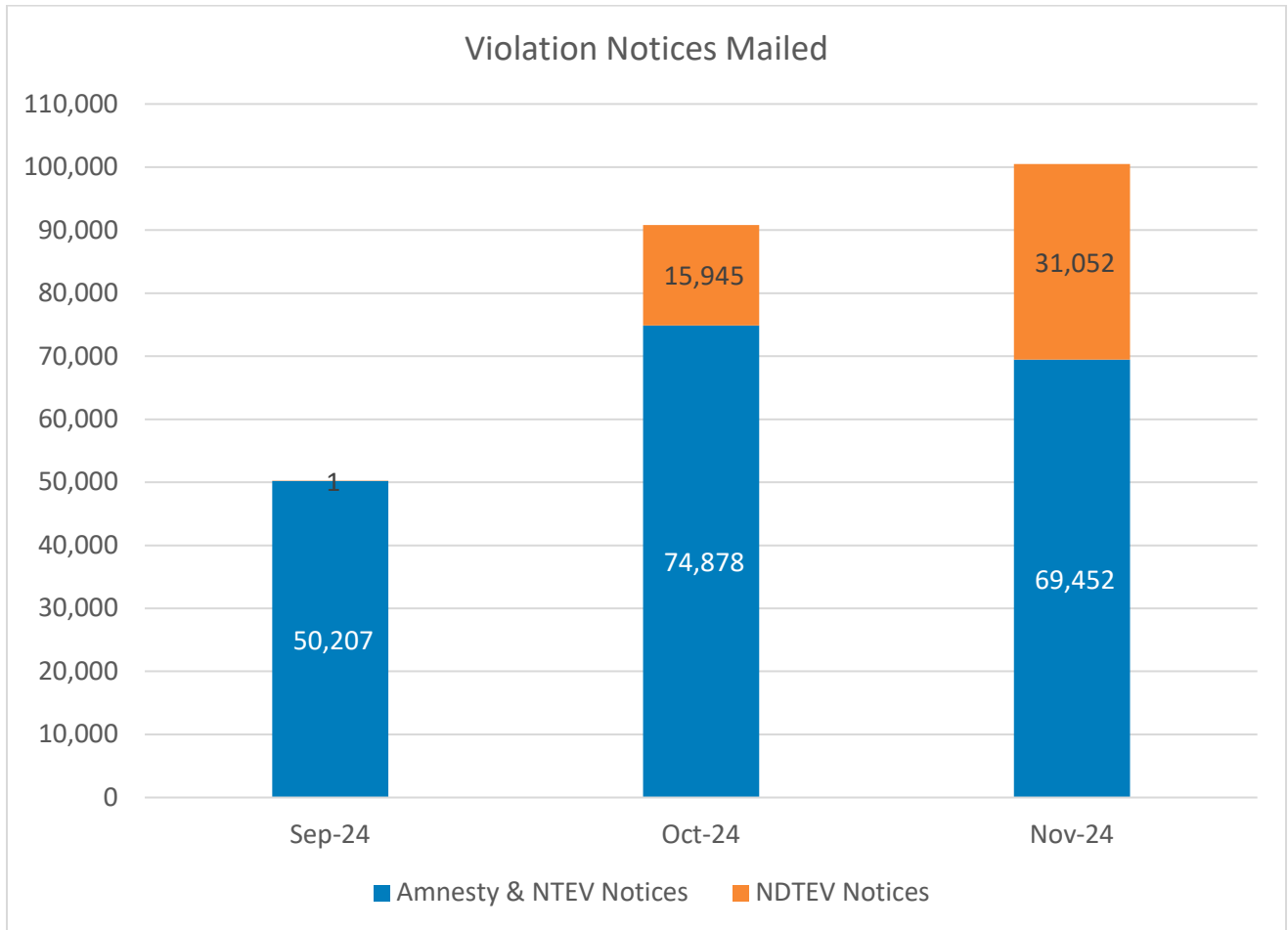
Figure 21 - Walk-In Center Customers



## 4.3 VIOLATIONS NOTICES

Figure 24 depicts the total number of violation notices mailed. Amnesty Notices are mailed to a customer who has not previously violated on the EL. A Notice of Toll Evasion (NTEV) is mailed to customers with a new violation who have previously had a violation on the EL. A Notice of Delinquent Toll Violation (NDTEV) is sent to customers who have not paid or only partially paid an Amnesty Notice or an NTEV. The figure depicts an increase of approximately 10,000 notices, however there were about 5,000 fewer Amnesty and NTEV notices, indicating fewer violations in November. There were approximately 31,000 NDTEVs mailed in November almost double the volume in October as time has allowed more unpaid initial notices to escalate.

Figure 22 - Total number of violation notices mailed



### 4.4 PAYMENTS THROUGH PAY NEAR ME

Pay Near Me provides customers with an easy way to pay their violation notice using a QR code printed on the violations notice and has proven to be popular and effective. When scanned with a smartphone, the QR code provides customers with the amount they owe and provides convenient ways to pay, such as with mobile payment applications, a credit card or with cash at a local store. Figure 25 provides the consolidated number of payments to the major categories by customer usage including credit and debit cards (which includes Apple Pay and Google Pay), other payment apps (including Venmo and PayPal), and with cash at local stores (such as 7-11 and CVS amongst others). Figure 26 provides the toll and fee amounts collected in the same categories, excluding the convenience fee, on behalf of SBCTA. Credit and debit cards are demonstrating to be very popular, as customers are not showing an aversion to either the \$2.99 convenience fee collected by Pay Near Me for card transactions or the \$1.99 for cash transactions.



Figure 23 - Pay Near Me Payments by Payment Type

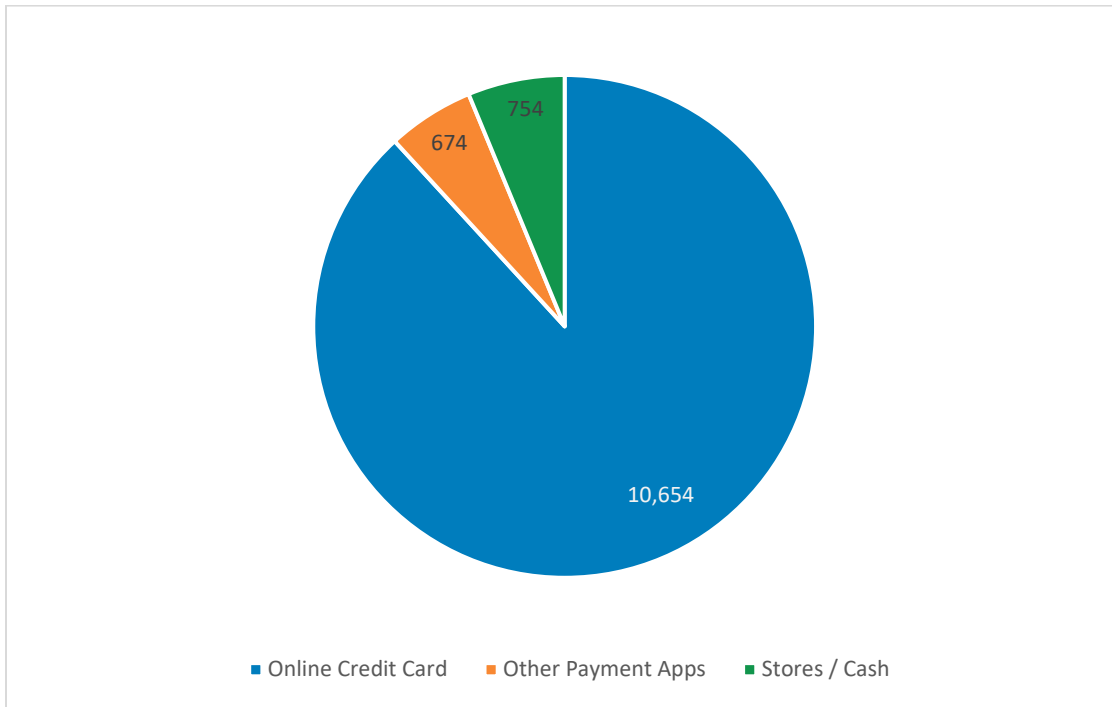
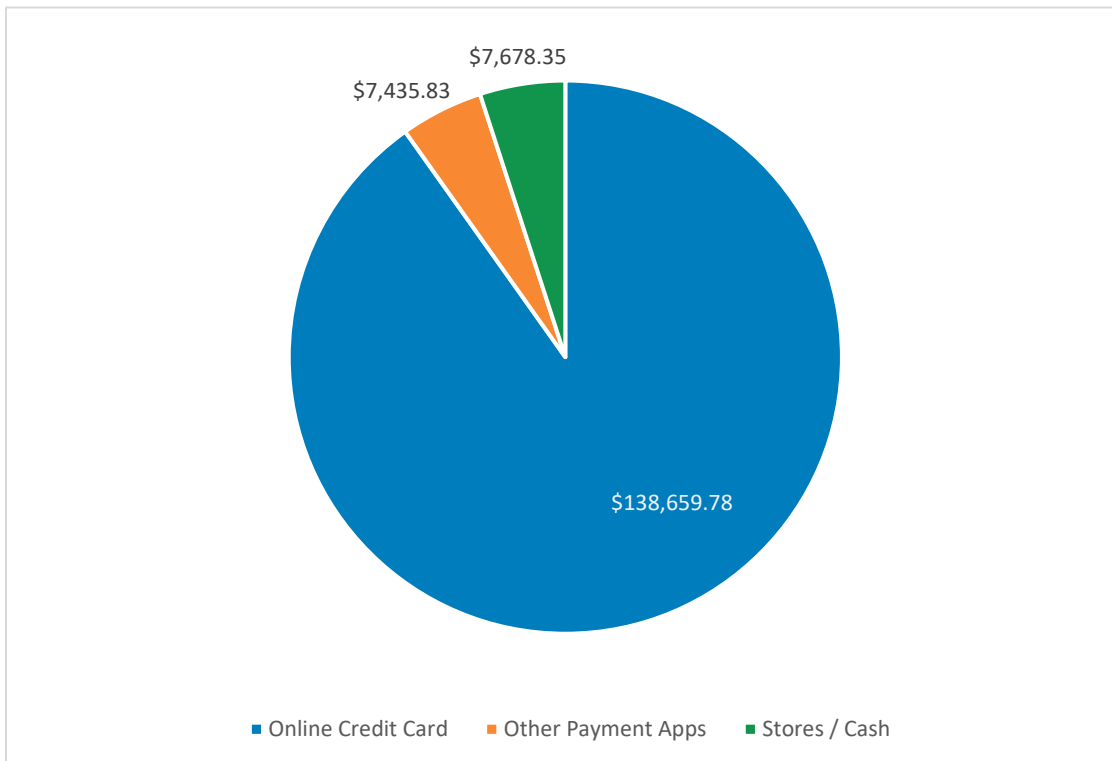


Figure 24 - Pay Near Me Revenue Collected by Payment Type



## 4.5 EQUITY

SBCTA provides equity programs for low-income households and disabled veterans. Figure 27 demonstrates the number of customers that received the \$20 low-income benefit since launch of the equity programs.

There have been 25 low-income accounts opened since the opening of the EL. In November there were 4 new customers approved for the program down from 10 customers who were approved in October.

Figure 25 - Low Income Program Participation

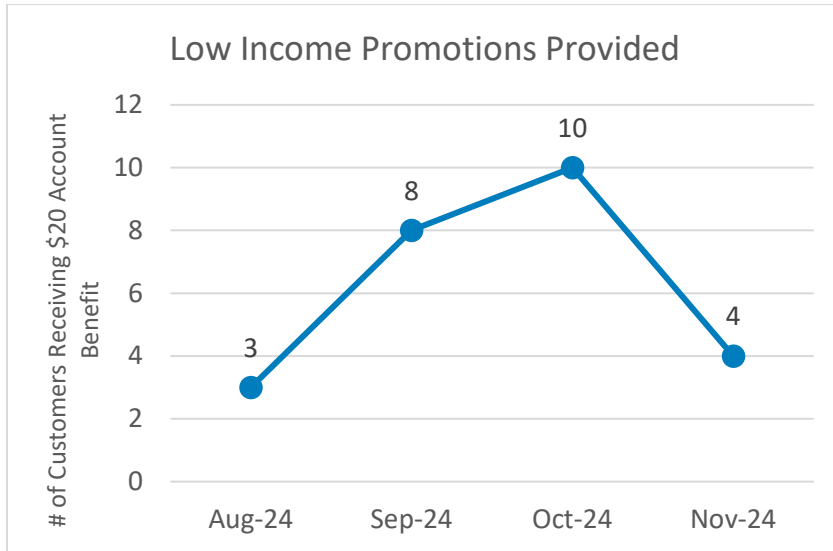
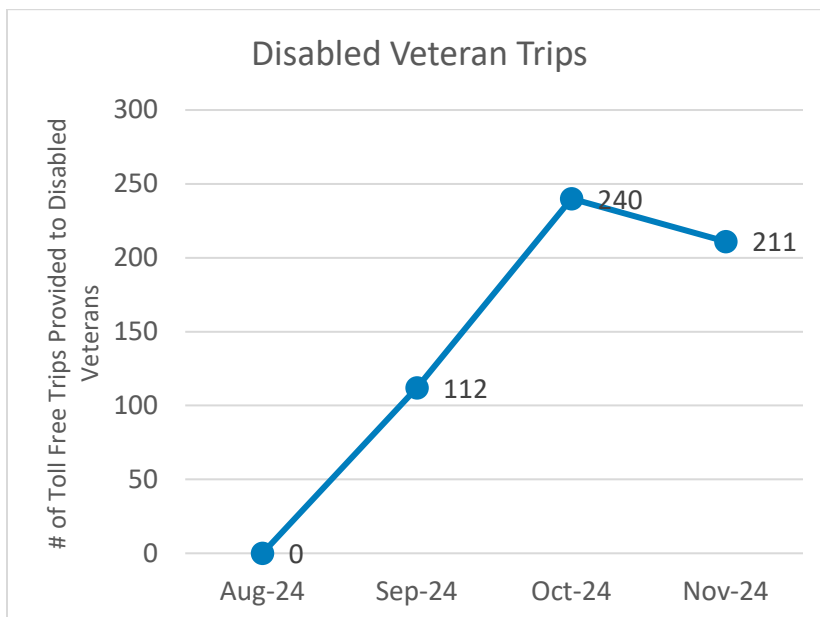


Figure 28 depicts the number of toll-free trips taken under the Disabled Veteran Discount Program. Trips in November were down slightly from October due to the Thanksgiving Holiday and overall lower traffic in November.

Figure 26 - Disabled Veteran Trips



## 5 FINANCIAL PERFORMANCE

### 5.1 REVENUE

Gross Potential Revenue (GPR) (total ETC and IBT) of \$1.443 million (ETC: \$622K + IBT: \$820K) for the month of November 2024 (through November 26) is 10% (\$160K) lower than October 2024 GPR of \$1.603 million, as reflected in Figure 29. The reduction is largely attributable to the reporting period being four days shorter than a full month. GPR represents the amount of revenue that would be collected by SBCTA if all customers paid the posted toll amount while actual revenue represents the actual amount collected from customers.

Figure 29 - GPR and Actual Revenue over months by ETC and IBT

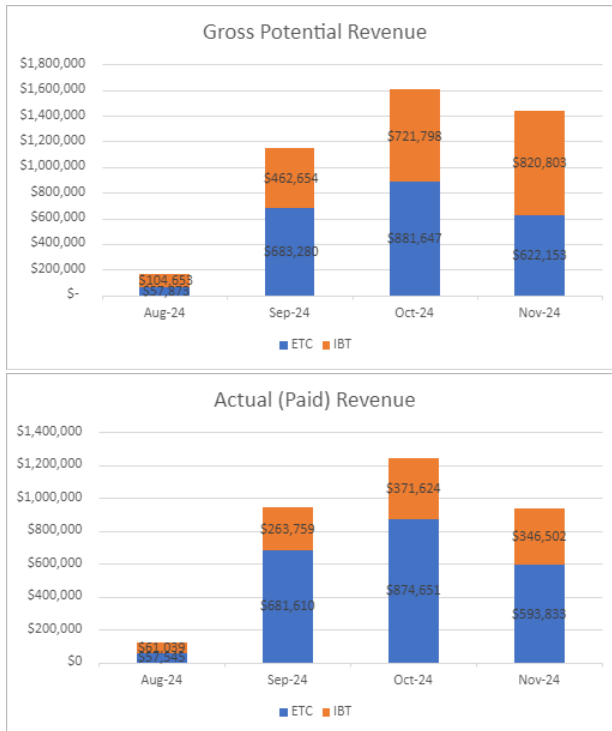


Figure 30 represents ETC revenue which is the amount posted to FasTrak accounts. FasTrak accounts in California are primarily prepaid or held by customers with a positive history of post-payments. For this reason, the vast majority of ETC revenue is deemed collectable. For the month of November 2024 (through November 26), \$594K of ETC tolls has been paid, representing 95% of ETC GPR (\$622K). For prior months, over 99% of ETC tolls have been paid.

Figure 30 - ETC Revenue

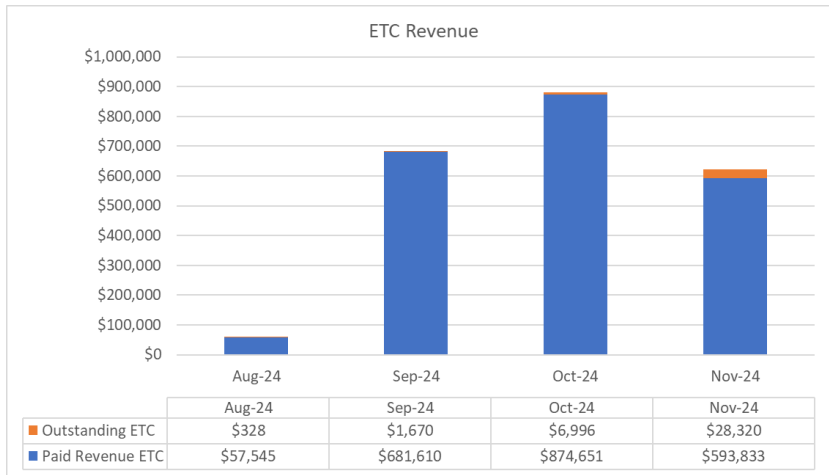
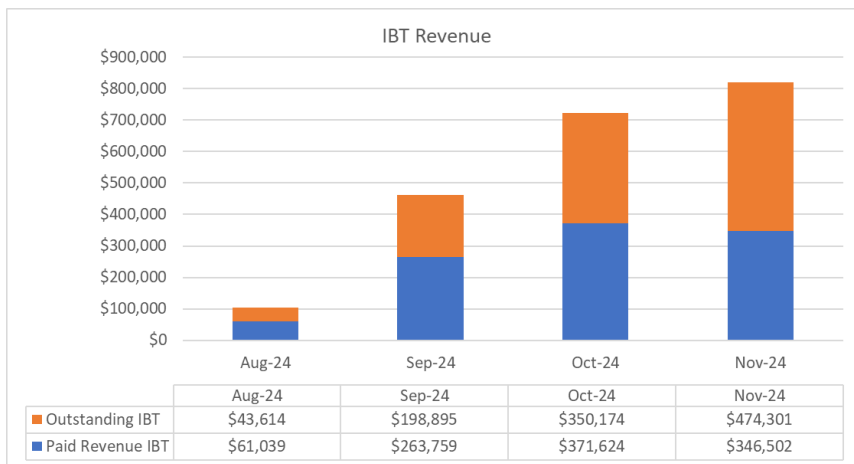


Figure 31 presents the IBT revenue which represents the value of tolls that have been sent to the CSC for billing that are not associated with a valid FasTrak account. Payment of these tolls is less assured because these trips are not associated with an account. Customers have 10 days to pay for these trips before being escalated through a violation process, where penalties up to \$50 per trip can be incurred. Although not all tolls will be collected, because of the associated penalties revenue from IBT trips, many agencies end up collecting violation revenues (inclusive of penalties) close to the amount of the toll incurred. The time it takes to collect these tolls is much longer than ETC trips. Most of this revenue will be collected in the first 60-90 days but some tolls may take as long as three years to collect. For the month of November 2024, \$347K of IBT tolls have been paid, representing 42% of IBT GPR (\$821K).

Figure 31- IBT Revenue

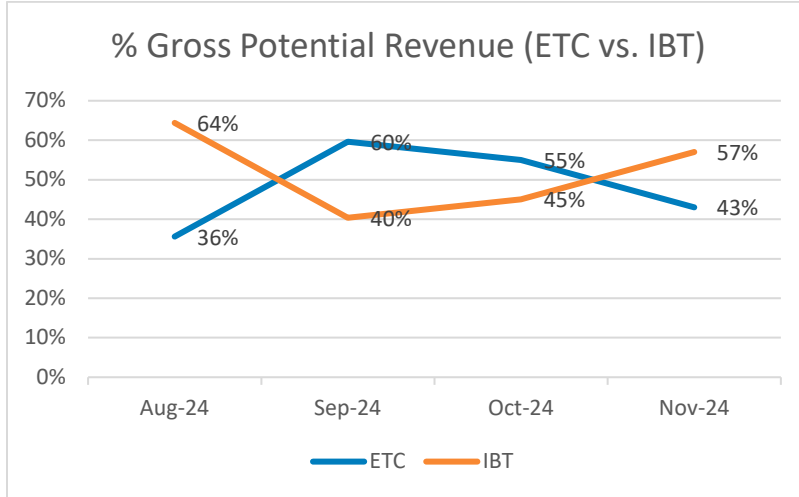


Over time, SBCTA will build a history of collectability which can be used to better estimate the percentage of GPR that will result in actual revenue for SBCTA. These estimates can be built into this report once available.

Figure 32 presents GPR between ETC and IBT. As a percentage of GPR, ETC is normalizing, starting with 36% of revenue in August 2024 growing to 60% in September 2024 and dropping to 55% in October 2024 and 43% in

November 2024. Ideally, SBCTA can shift more customers to ETC, as collectability, cost to collect and speed to collect are all significantly better for ETC trips vs. IBT trips.

Figure 32 - GPR between ETC and IBT



## 5.2 ACCOUNTS RECEIVABLE

Accounts Receivable as of the end of November 2024 is \$4.063 million, comprised of \$608K in tolls and \$3.455 million in fees and penalties.

Most trips that occurred prior to November 2024 have entered the violation escalation process. Collectability of toll revenue from trips not invoiced within two months of the trip date is expected to be low. There are a number of reasons unpaid trips will not be noticed. The “Not Noticed” values in the table below represent trips sent to the CSC for billing (meaning there was a valid trip with a valid license plate). The CSC must obtain information on the registered owner of the vehicle in order to send a notice to the customer. When this information cannot be retrieved either from the California or out of state DMV in a timely manner, the trip cannot be noticed. It is expected that there will be some level of trips that cannot be noticed, typically related to incorrect, incomplete or otherwise null information being retrieved from the DMVs.

Table 4 and Table 5 present the trip counts and amounts receivable from different violation categories. It should be noted that the amounts receivable in the “Not Noticed” category do not include violation penalties. Amounts receivable in all other categories are inclusive of penalties.

Table 4 Accounts Receivable Trips

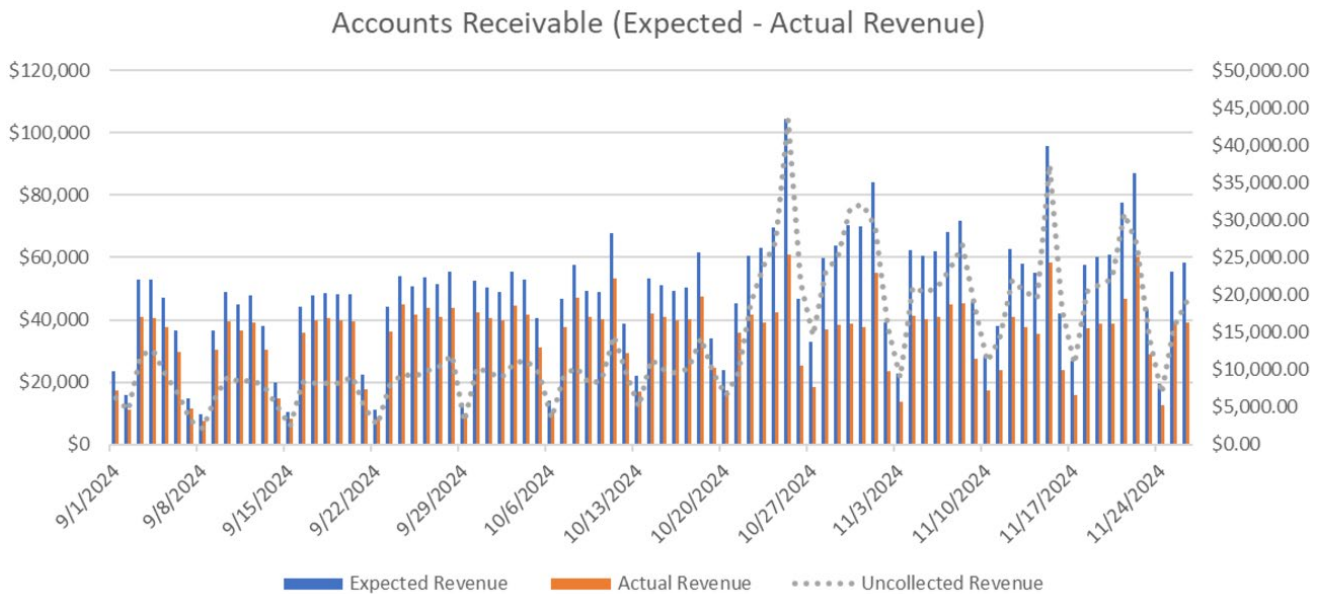
Trip Counts	Not Noticed	First Notice	Second Notice	Pending Collection	DMV Hold
<b>August 2024</b>	1,786	61	3,796	53	0
<b>September 2024</b>	14,301	1,807	36,091	679	0
<b>October 2024</b>	19,362	42,649	21,504	1,003	0
<b>November 2024</b>	52,945	47,969	0	388	0

Table 5 Accounts Receivable Amounts

Receivable Amount	Not Noticed	First Notice	Second Notice	Pending Collection	DMV Hold
August 2024	\$4,662	\$314	\$119,117	\$1,541	\$0
September 2024	\$31,643	\$22,983	\$1,804,541	\$25,973	\$0
October 2024	\$42,970	\$620,975	\$588,516	\$21,917	\$0
November 2024	\$127,421	\$644,765	\$0	\$6,605	\$0

The Figure 33 below reflects GPR, actual revenue, and accounts receivable by day from inception until November 26, 2024. As expected, accounts receivable is higher for the end of the month versus the beginning of the month because of customers paying over time.

Figure 33 - Accounts Receivable from Inception until November 26



\*Actual revenue means posted revenue (posted and paid)

### 5.3 FINANCIAL OPERATIONS

Reconciliations are performed daily, with discrepancies investigated and reported immediately. The reconciliations are broken down into two categories:

1. **Transaction Day Reconciliations:** Designed for additional validation, beyond the team monitoring the roadside, that transactions are being packaged into trips and are flowing to and being processed by TCA. Small discrepancies in the Transaction Day Reconciliations are deemed acceptable as the purpose of these reconciliations is to validate the reasonableness of the transaction flow. It is expected that a fix will be deployed by TransCore in December to address these small discrepancies.

2. **Posting Day (Financial) Reconciliations:** Designed to ensure that financial transactions are being processed by the TransCore system and posted to the TransCore General Ledger correctly, that financial transactions are being posted by the TCA system correctly, and that the TransCore and TCA systems are in sync with respect to tolls posted, adjusted, paid and Accounts Receivable. All discrepancies in these reconciliations are investigated and are expected to be resolved.

For the month of November 2024, all Transaction Day reconciliations have been performed through November 26; there are some variances which are currently assumed to be timing differences related to TransCore posting delays. The finance team will be able to determine any remaining variances once the posting is current.

For the month of November 2024, all Posting Day (Financial) Reconciliation have been performed and, like the Transaction Day reconciliation, assumed timing variances are expected to be resolved once the TransCore posting is current.

Table 6 illustrates payments received from TCA that are also reconciled when paid on a weekly basis. All payments received to date have been reconciled to the TransCore system with no variances to note.

*Table 6 Payments Received from TCA*

<u>Months</u>	<u>TCA Paid</u>
<b>August 2024</b>	\$57,035
<b>September 2024</b>	\$809,709
<b>October 2024</b>	\$1,410,799
<b>November 2024</b>	\$1,345,716

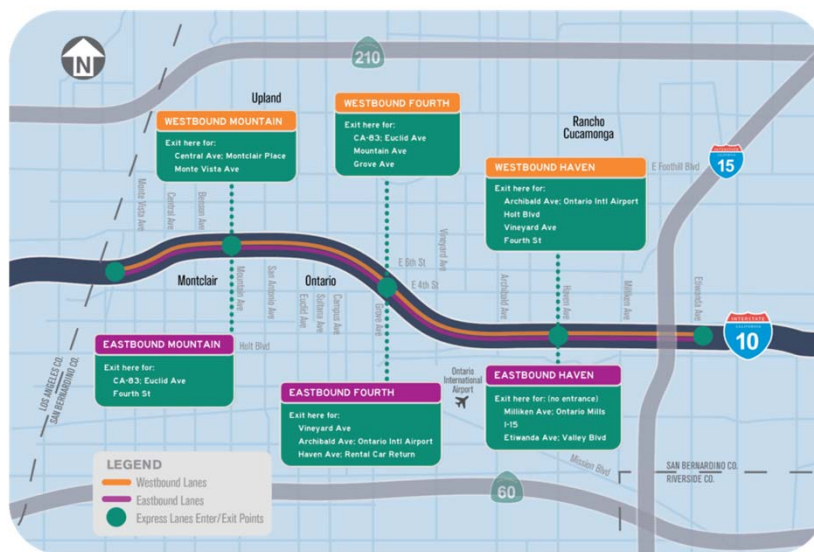
TCA invoices SBCTA for services provided. TCA provides summary and detailed reports to support the invoice trip volumes and associated costs.

# QUARTERLY REPORT

December 11, 2024  
General Policy Committee

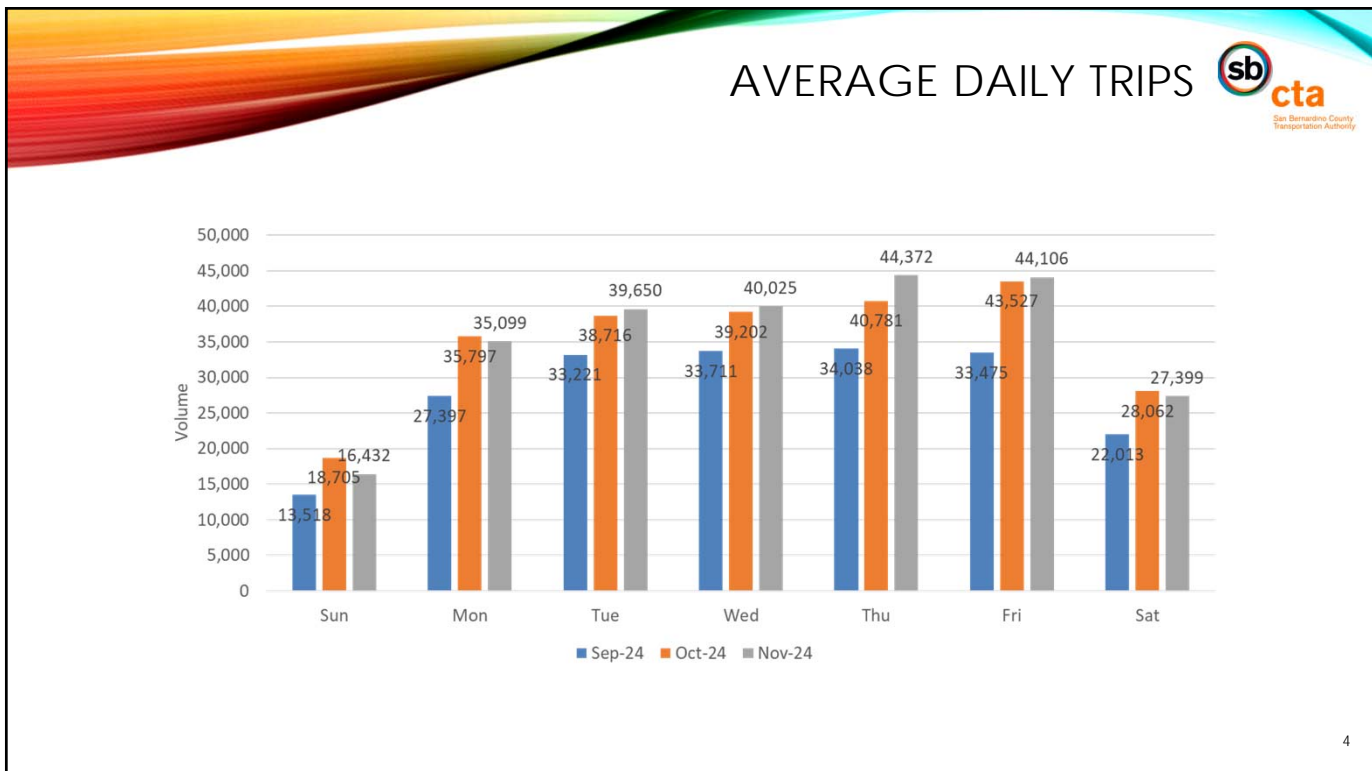
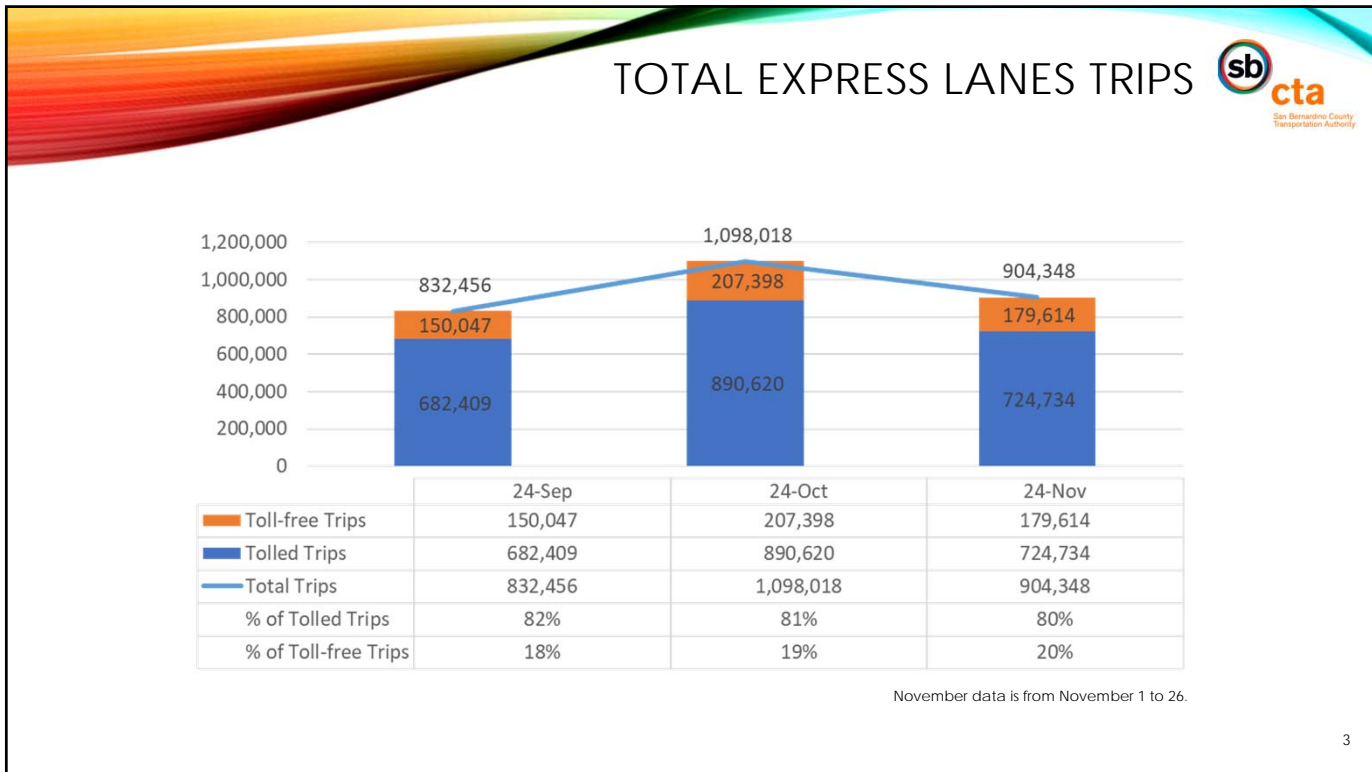


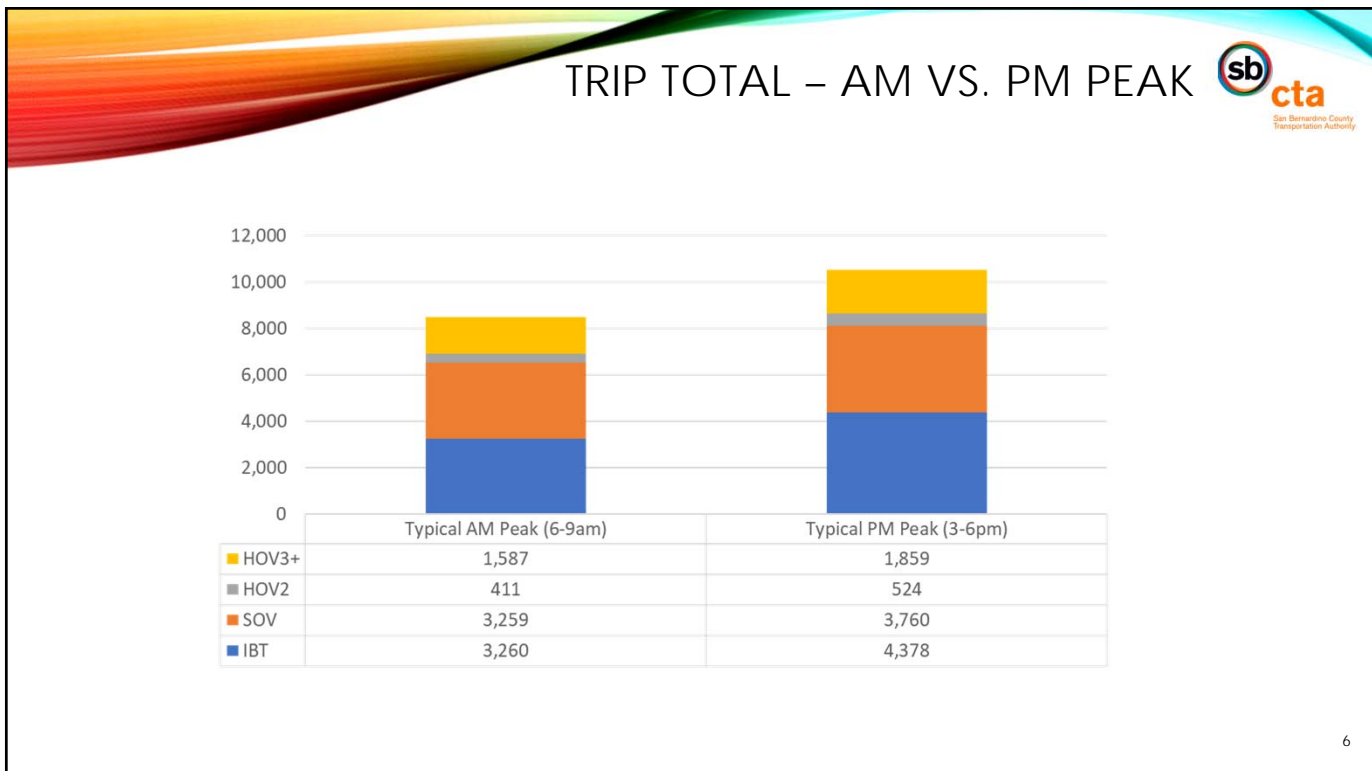
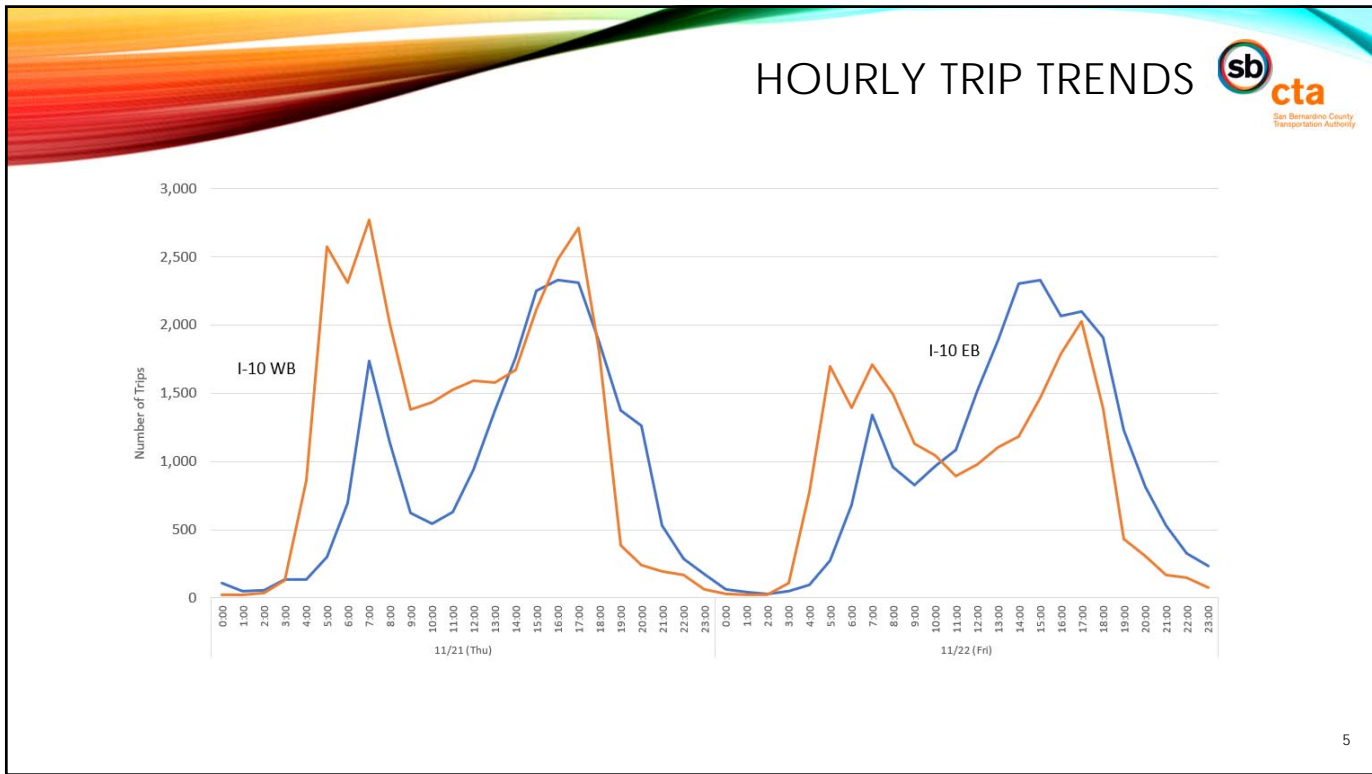
## I-10 EL CONTRACT 1 INGRESS/EGRESS



Attachment: [PDF] GPC-121124-Item7-ExpressLanes-QuarterlyRpt-Presentation (11185 : Express Lanes Quarterly Report)

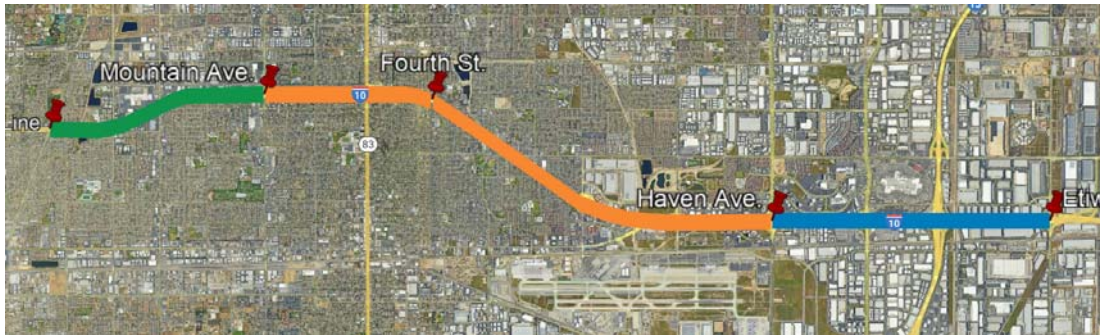






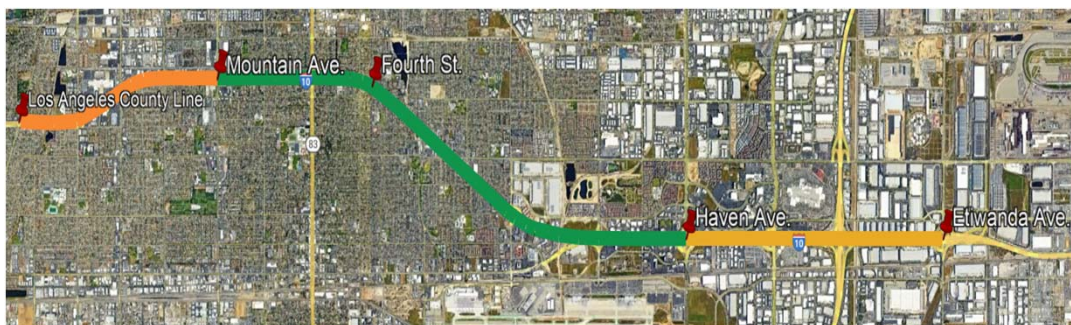
Attachment: [PDF] GPC-121124-Item7-ExpressLanes-QuarterlyRpt-Presentation (11185 : Express Lanes Quarterly Report)

# UTILIZATION - EASTBOUND



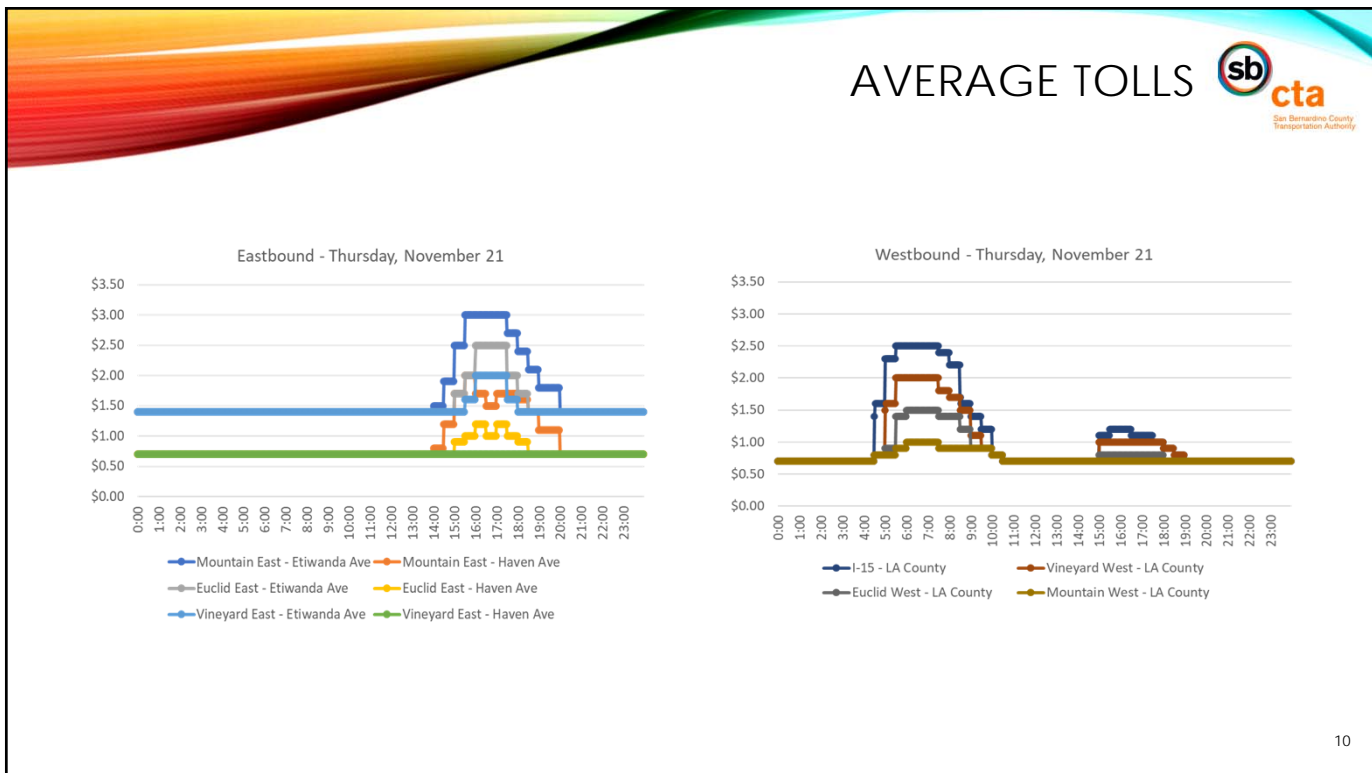
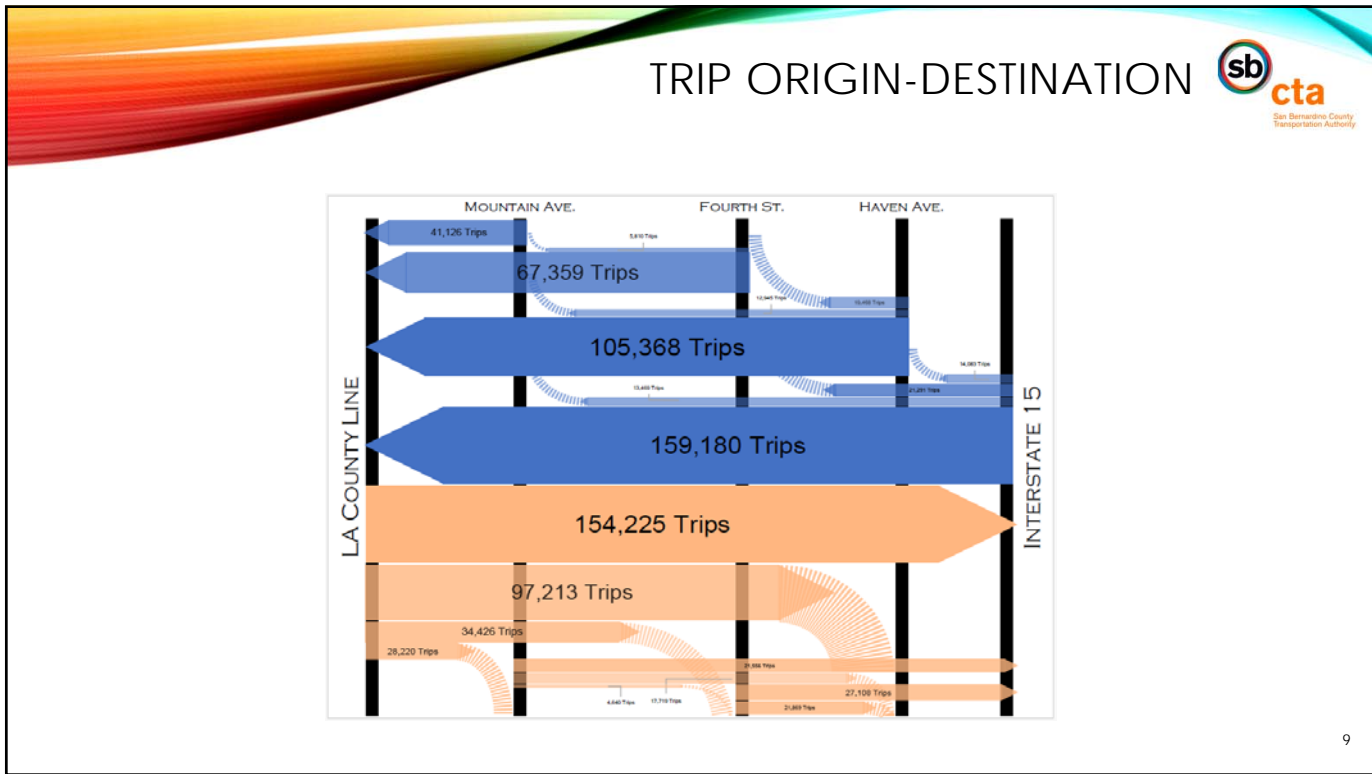
40 - 50 % Utilization      50 - 60 % Utilization      60+ % Utilization

# UTILIZATION - WESTBOUND

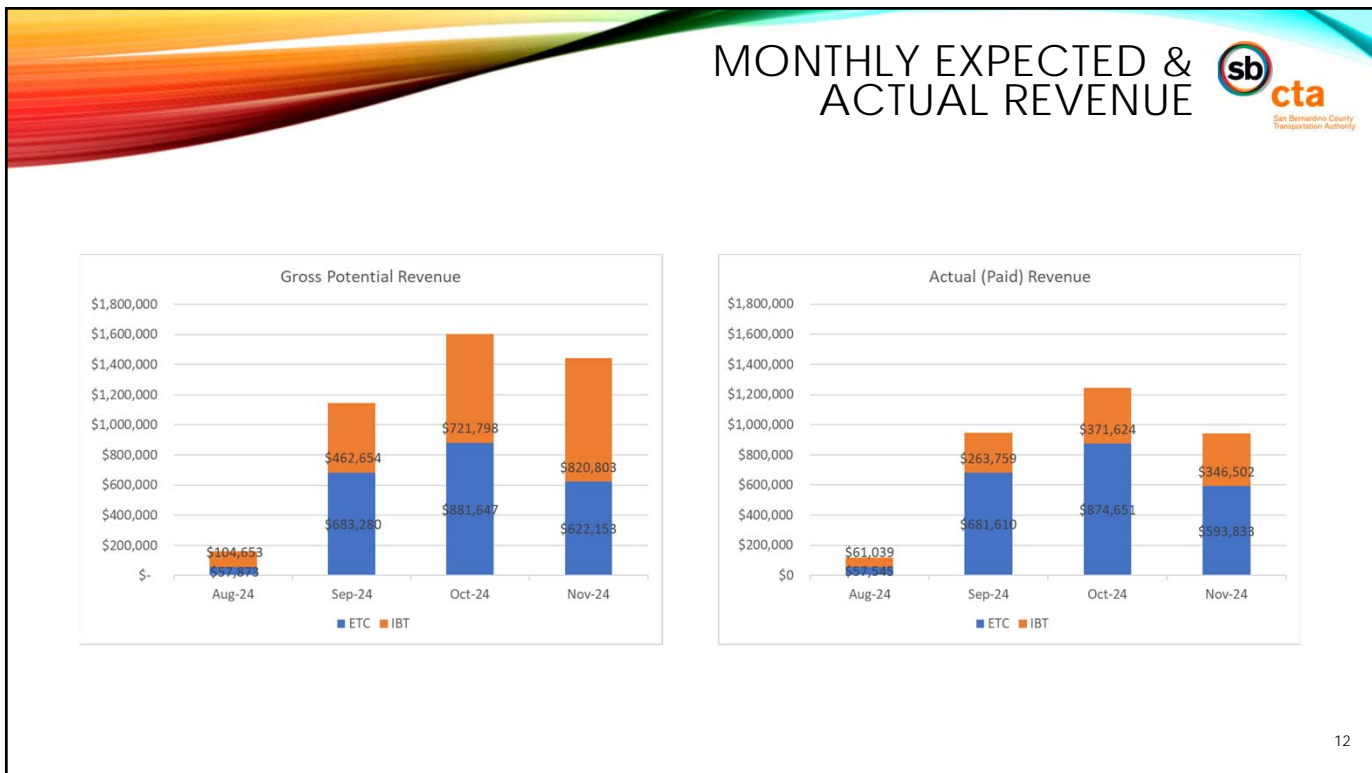
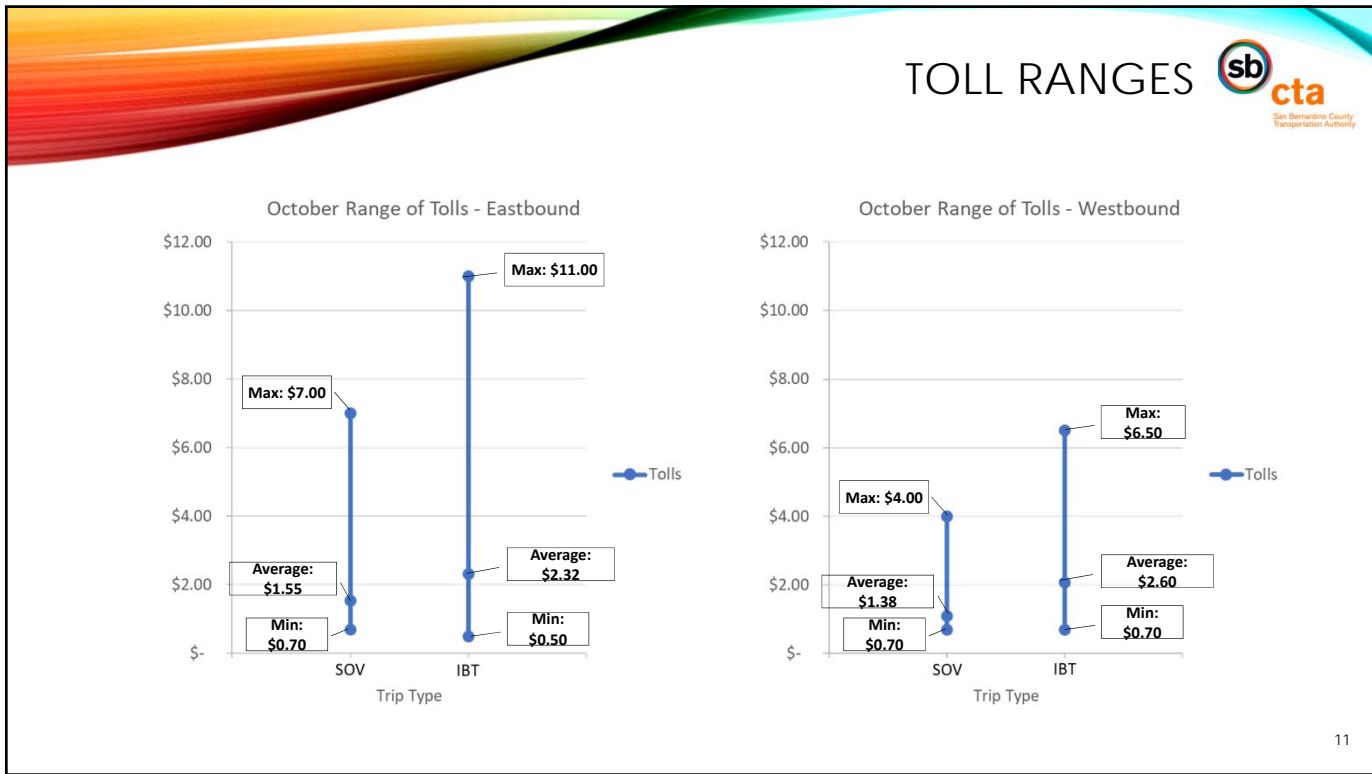


20 - 30 % Utilization      40 - 50 % Utilization      50 - 60 % Utilization

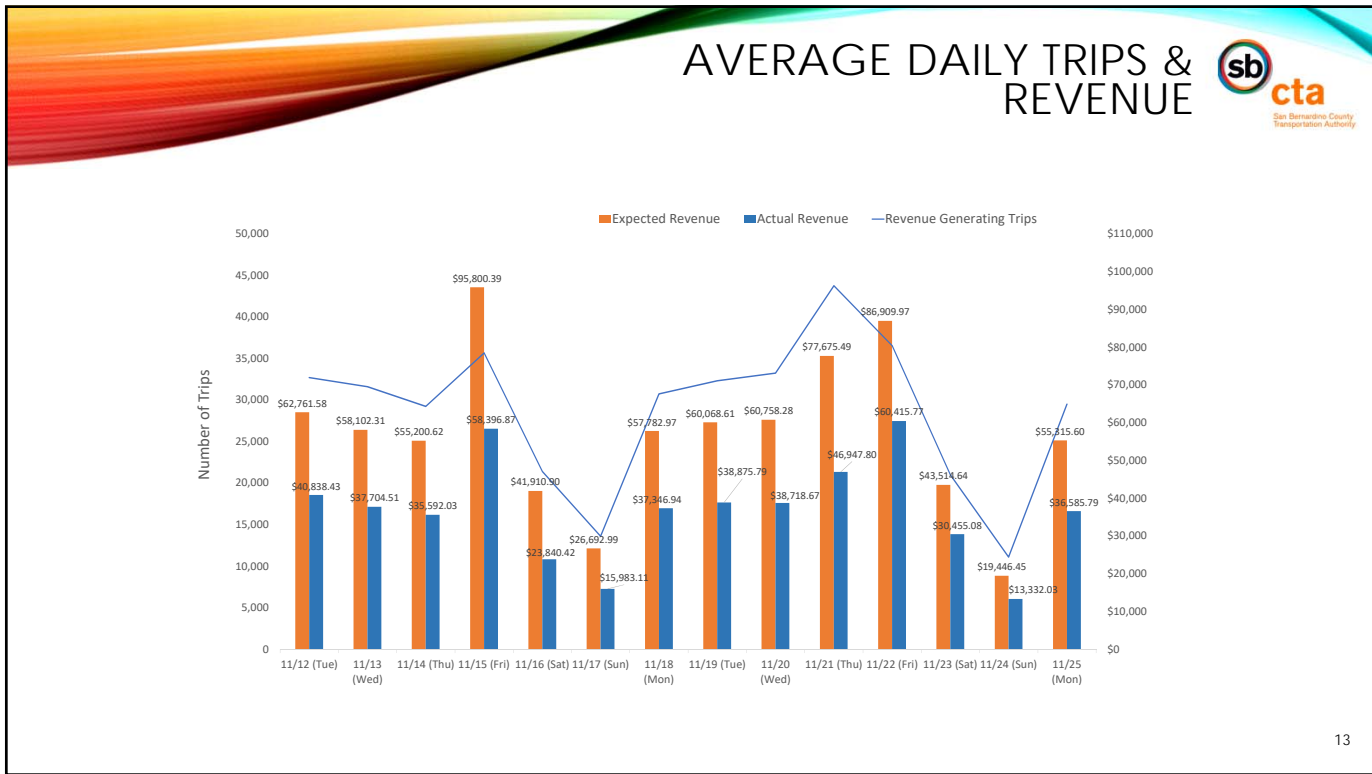
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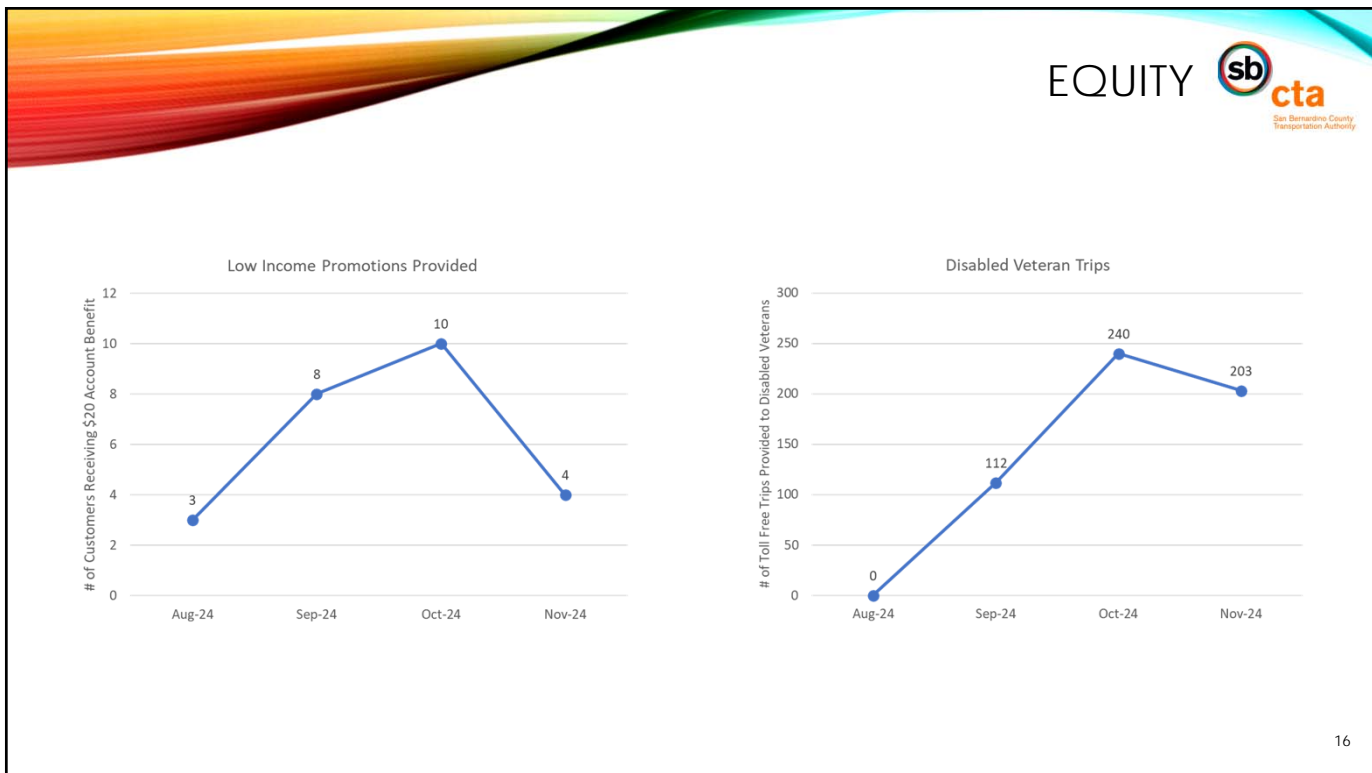
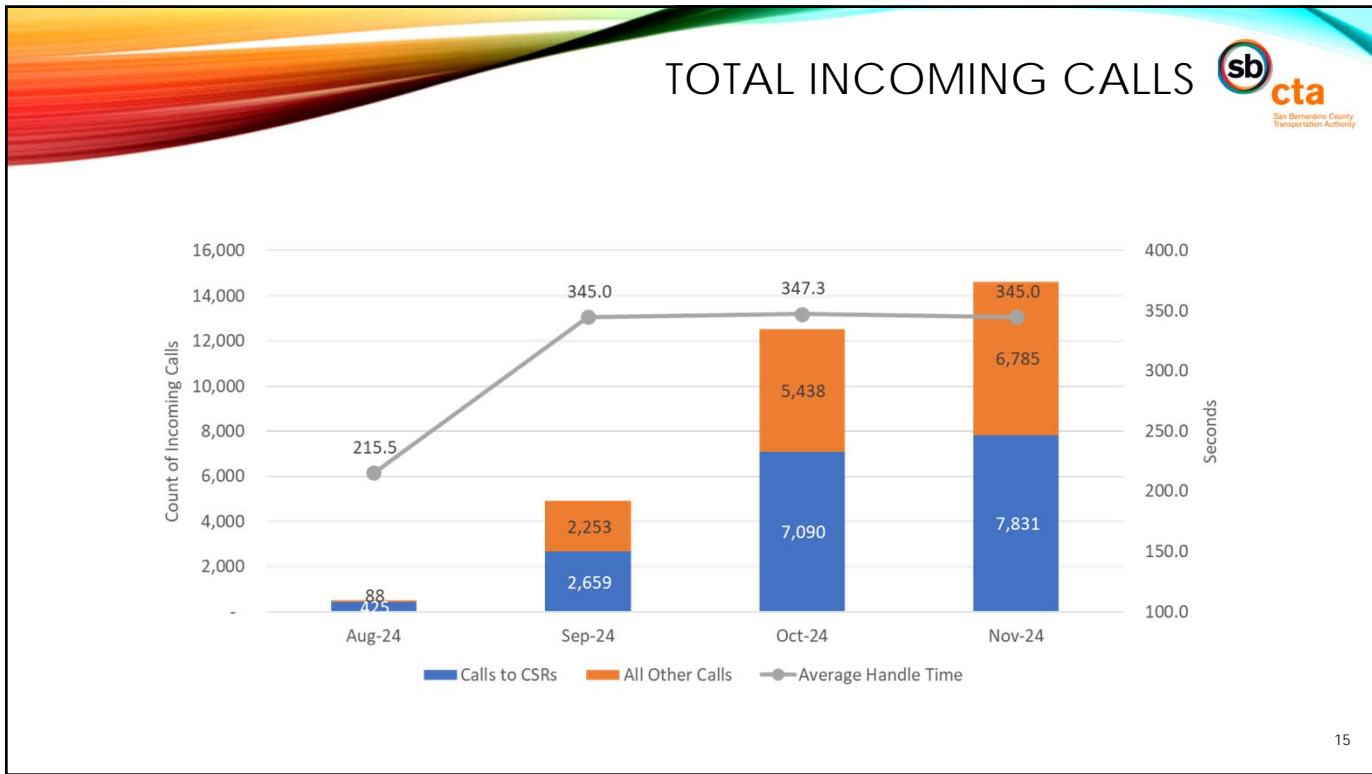


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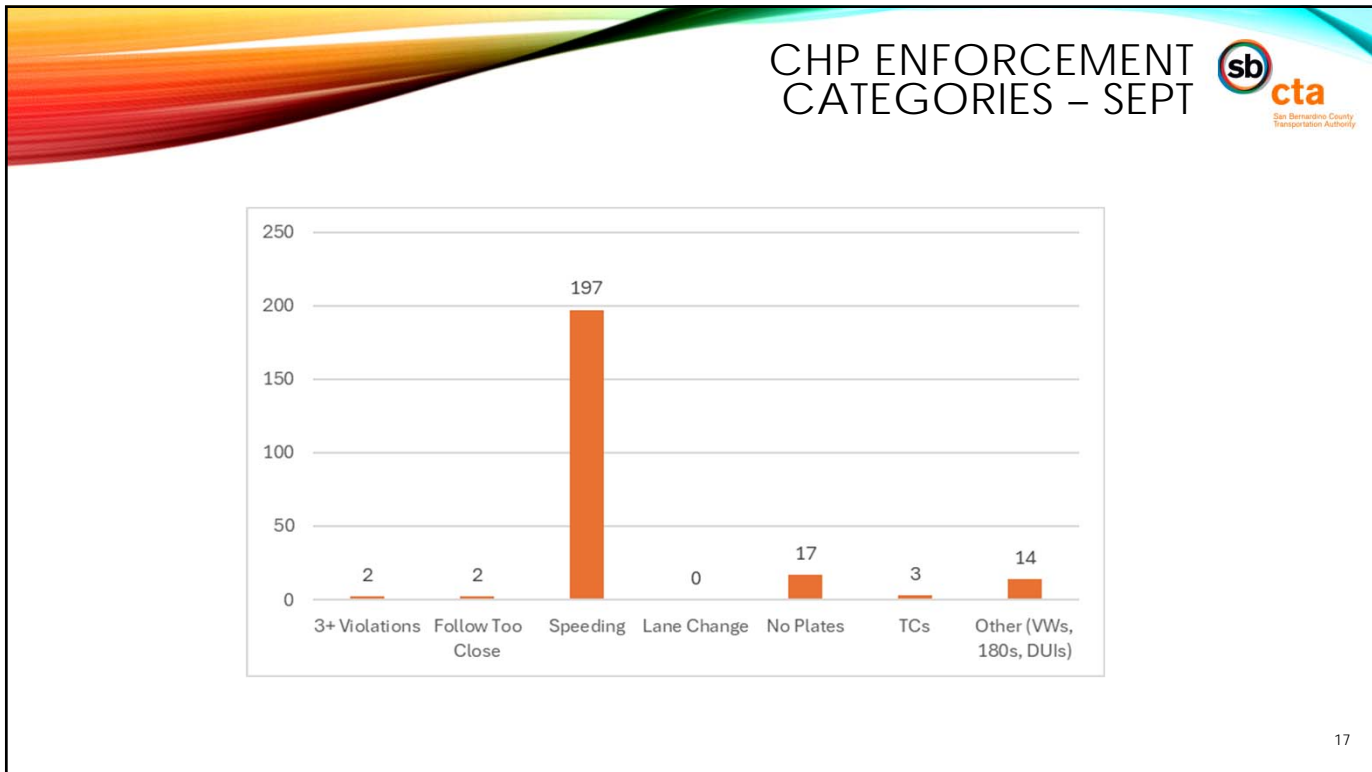


Attachment: [PDF] GPC-121124-Item7-ExpressLanes-QuarterlyRpt-Presentation (11185 : Express Lanes Quarterly Report)





Attachment: [PDF] GPC-121124-Item7-ExpressLanes-QuarterlyRpt-Presentation (11185 : Express Lanes Quarterly Report)



### MONTHLY FSP ASSIST DATA

	Aug	Sept	Oct	Nov
Accident	1	6	17	13
Debris Removal	5	15	13	8
Flat Tire	1	14	17	14
Mechanical Problem	0	5	12	14
Out of Gas	1	0	4	3
Over Heated	0	2	1	5
Others (includes abandoned and vehicle safety check)	1	8	29	29

18

Attachment: [PDF] GPC-121124-Item7-ExpressLanes-QuarterlyRpt-Presentation (11185 : Express Lanes Quarterly Report)





# QUESTIONS & ANSWERS

## *Minute Action*

AGENDA ITEM: 14

**Date:** *January 8, 2025*

**Subject:**

Active Transportation Program Cycle 7 Award List and Twenty Points Allocation

**Recommendation:**

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

A. Adopt the Metropolitan Planning Organization (MPO) portion of the State Active Transportation Program (ATP) Cycle 7 project award list for the City of Rialto's Safe Routes to School Improvements Project with remaining project applications to serve as contingency projects as ranked in Attachment A.

B. Adopt an additional 20 points allocation in the grant evaluation process to all projects in the MPO portion of the ATP as they have been determined to be consistent with regional plans, which is consistent with the methodology adopted by the SBCTA Board of Directors for ATP Cycles 1 through 6.

**Background:**

The Active Transportation Program (ATP) was created by Senate Bill (SB) 99 (Chapter 359, Statutes 2013) and Assembly Bill 101 (Chapter 354, Statutes 2013) to encourage increased use of active modes of transportation, such as biking and walking. This usually more robust funding source experienced a \$400 million reduction to its \$1.049 billion one-time funding augmentation when the Governor signed the Budget Act of 2024 on June 29, 2024. To maintain programming commitments already made in the 2023 Active Transportation Program, the reduction left a balance of \$168,700,000 for the Cycle 7 Call-for-Projects.

For the Cycle 7 ATP funding, the California Transportation Commission (CTC) recommended a continuation of the fund allocation calculation that was used in Cycles 1 through 6, with fifty percent (50%) of the total program funds being apportioned for the Statewide call-for-projects, ten percent (10%) being apportioned for small urban and rural communities, and the remaining forty percent (40%) to be apportioned for Metropolitan Planning Organizations (MPOs). The MPO apportionment is recommended to be distributed based on their population share. However, the Southern California Association of Governments (SCAG) opted to reserve 5% (\$1,750,000) of their regional apportionment for use, along with other local sources, as a Safe Streets and Roads for All grant match. Combined, these funds were used by SCAG to release an \$8.2 million Sustainable Communities Program (SCP) supplemental call-for-projects. Only quick builds and active transportation-related plans were eligible for SCP funding.

Based on population, this left San Bernardino County with a \$3,934,000 share of the MPO portion. For comparison, San Bernardino County's share in Cycle 6 was \$41,056,000 (though additional ATP funds were later secured, bringing the total up to \$42,034,000).

The California Department of Transportation (Caltrans) released the Cycle 7 Call-for-Projects on March 22, 2024, and the California Transportation Commission (CTC) released the staff-recommended award list on November 1, 2024. As expected, the selection process for ATP Cycle 7 was highly competitive, with only projects scoring 96 and above receiving funding from

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

January 8, 2025

Page 2

the State apportionment. Unfortunately, for the second Cycle in a row, San Bernardino County jurisdictions were unable to secure funding from the State portion. This was in spite of SBCTA using internal resources to assist several jurisdictions with the community outreach and application process. SBCTA staff will be meeting with the CTC in February in an attempt to better understand why San Bernardino County is continuing to experience a decline in awards through the State portion and what additional efforts can be made in the future to improve. All other applicants are also encouraged to schedule a debriefing meeting with the CTC.

For the selection of the regional MPO projects, up to 20 additional points can be given to projects based on their consistency with a regional plan. The SBCTA Board has always opted to award all supplemental points to every application submitted by our local jurisdiction agencies and accepted scores from the CTC review committee. The remaining unfunded projects are all effectively considered contingency projects should additional funding become available, with the partially funded project receiving the unfunded balance first. Given concern over how the CTC scored projects for the last two cycles, SBCTA may wish to deviate from this process in the future by placing a greater emphasis on project readiness and community impact.

As required, SBCTA staff reviewed the applications from member jurisdictions and determined that all of the projects are consistent with either SCAG's Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), SBCTA's ATP, and/or local jurisdiction plans. For San Bernardino County, the SBCTA Board adopted the guidelines for assigning additional points for regional consistency in May 2014 for the ATP Cycle 1 process, and the same methodology was used for all subsequent cycles. SBCTA staff is proposing to apply the same methodology for the ATP Cycle 7 process and will assign 20 points to each of the San Bernardino County projects.

The project award and contingency list, Attachment A, will be submitted to SCAG for inclusion in the final ranking of regional projects. The adoption of the final recommended project award list with contingency projects will also be brought forward by SCAG staff for approval at their Regional Council meeting. SBCTA staff will continue its collaboration with SCAG staff to implement the regional projects.

Even though the application review scores from the State did not reflect this, San Bernardino County jurisdictions continue to submit many excellent active transportation project applications (23 total projects - see Attachment A for the full list of projects from San Bernardino County). Due to the limited available funding, approval of this agenda item will only be able to provide one partial award for the City of Rialto Safe Routes to School Implementation Project. While the City of Rialto has identified potential additional funding that can be allocated to complete their project as originally scoped, they do have the option to seek additional funding through future ATP cycles.

The table on the following page shows a history of the ATP funding that San Bernardino County has been able to secure through the years.

Board of Directors Agenda Item  
 January 8, 2025  
 Page 3

Historical ATP Awards (in 1,000s)										
Cycle	SBC Requests		State Share				MPO Share for SBC		Total Amount Awarded in SBC	Total No. of Projects Awarded**
	Total Amount	Number of Projects Submitted	Total Available	No. Projects Awarded to SBC	Amount Awarded to SBC	Share of Funds	Total Available	Number of Projects Awarded*		
1 (2014)	\$62,042	33	\$183,406	8	\$13,425	7.32%	\$8,700	5	\$22,125	13
2 (2015)	\$35,817	27	\$179,698	6	\$10,163	5.66%	\$8,778	6	\$18,941	12
3 (2016)	\$45,961	27	\$140,009	6	\$8,868	6.33%	\$10,119	7	\$18,987	13
4 (2018)	\$86,154	24	\$237,566	2	\$8,852	3.73%	\$10,420	6	\$19,272	8
5 (2020)	\$136,046	22	\$245,941	2	\$6,273	2.55%	\$10,157	4	\$16,430	6
6 (2022)	\$99,797	21	\$853,520	0	\$0	0.00%	\$42,034	12	\$42,034	12
7 (2024)*	\$162,204	23	\$84,350	0	\$0	0.00%	\$3,934	1	\$3,934	1
			\$110,534							
Total	\$628,021	177	\$1,924,490	24	\$47,581	2.5%	\$94,142	41	\$141,723	65
			\$1,950,674			2.4%				

\*Excludes two SCAG Sustainable Communities Program applications in Cycle 7.

\*\*Includes partial awards.

SBC = San Bernardino County

**Financial Impact:**

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

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2024. The Transportation Technical Advisory Committee has been briefed on the results of the Active Transportation Program awards.

**Responsible Staff:**

Ginger Koblasz, Senior Planner

Approved  
 Board of Directors  
 Date: January 8, 2025

Witnessed By:

Cycle 7 Active Transportation Program (ATP) Award and Contingency List

Total Available Funds \$3,934

Jurisdiction	Projects	Total Proj Cost	ATP Rqstd	Other Funding	CTC Score	SBCTA +20	ATP Accum Total	Award Record
<b>Infrastructure</b>								
Rialto	City of Rialto Safe Routes to School Improvements Project	\$8,096	\$6,476	\$1,620	90.0	110.0	\$6,476	\$3,934
SBCTA	San Sevaine Class I Network Connection	\$18,361	\$18,361	\$0	85.0	105.0	\$24,837	\$0
Montclair	North Montclair Active Transportation Implementation Project	\$34,712	\$27,770	\$6,942	84.0	104.0	\$52,607	\$0
Needles	City of Needles Sidewalk Improvement Project	\$3,350	\$3,350	\$0	83.0	103.0	\$55,957	\$0
Yucca Valley	Yucca Valley Pedestrian Enhancements and Transit Access Project	\$8,523	\$6,819	\$1,704	83.0	103.0	\$62,776	\$0
SBCTA	Highland/Redlands Regional Connector	\$18,010	\$15,901	\$2,109	81.0	101.0	\$78,677	\$0
San Bernardino	City of San Bernardino SRTS/Sidewalk Gap Connectivity Project	\$3,015	\$1,960	\$1,055	80.0	100.0	\$80,637	\$0
Montclair	City of Montclair SRTS Active Transportation Improvement Project	\$4,808	\$4,108	\$700	76.5	96.5	\$84,745	\$0
Victorville	Mojave Drive Complete Streets Improvement Project	\$3,177	\$3,053	\$124	67.5	87.5	\$87,798	\$0
Apple Valley	Bear Valley Road Bike and Pedestrian Connectivity Project	\$4,466	\$4,466	\$0	64.0	84.0	\$92,264	\$0
Apple Valley	Phoenix Academy Safe Routes to School Pedestrian Connection Project	\$3,447	\$3,447	\$0	64.0	84.0	\$95,711	\$0
Rancho Cucamonga	Haven Avenue Complete Streets Project	\$44,606	\$39,966	\$4,640	63.0	83.0	\$135,677	\$0
Rancho Cucamonga	SW DAC & Cucamonga Creek Trail SRTS Improvements Project	\$5,507	\$4,861	\$646	54.0	74.0	\$140,538	\$0
Adelanto	Adelanto Safe Route to School Bartlett Avenue Pedestrian Improvements (SRTS)	\$3,500	\$3,464	\$36	53.0	73.0	\$144,002	\$0
Victorville	Ridgecrest Road Improvements	\$948	\$753	\$195	44.0	64.0	\$144,755	\$0
Rancho Cucamonga	Hermosa Avenue Corridor Complete Street Project (HACCS)	\$2,893	\$2,893	\$0	37.0	57.0	\$147,648	\$0
Victorville	La Paz Drive Improvements	\$684	\$629	\$55	28.0	48.0	\$148,277	\$0
Yucaipa	Oak Glen Road Widening Phase II	\$1,110	\$972	\$138	25.0	45.0	\$149,249	\$0
County	Santa Ana River Trail - Phase IV Reaches B&C	\$13,417	\$11,088	\$2,329	24.0	44.0	\$160,337	\$0
<b>Total Infrastructure</b>		<b>\$182,630</b>	<b>\$160,337</b>	<b>\$22,293</b>				
<b>Non-Infrastructure and Quick Builds (QB) Included in SCAG's Sustainable Communities Program (awards not yet known)</b>								
San Bernardino	City of San Bernardino Safe Routes to School Connectivity Plan	\$285	\$285	\$0	78.0	NA	\$160,622	\$0
San Bernardino	City of San Bernardino Rectangle Rapid Flashing Beacons Installation Project (QB)	\$399	\$399	\$0	74.0	NA	\$161,021	\$0
Rialto	Rialto Safe Routes to School Plan Update	\$833	\$833	\$0	69.0	NA	\$161,854	\$0
Victorville	City of Victorville's Active Transportation Plan	\$375	\$350	\$25	57.0	NA	\$162,204	\$0
Victorville*	La Paz Dr./Senca Rd. Traffic Circle (QB) - <i>recommended by SCAG staff</i>	\$504	\$504	\$504	unk	NA	\$162,708	\$0
Adelanto*	Adelanto Circulation Plan/Mobility Element Update and General Plan Amendment	\$240	\$240	\$0	unk	NA	\$162,948	\$0
<b>Total Non-Infrastructure</b>		<b>\$2,636</b>	<b>\$2,611</b>	<b>\$529</b>				
<b>Total ATP Requested (sans SCP)</b>		<b>\$184,522</b>	<b>\$162,204</b>	<b>\$22,318</b>				

\*Submitted through SCAG's Sustainable Communities Program (SCP)

Attachment: ATP Cycle 7 - All (Print SBCTA Awards page only) (11175 : Active Transportation Program



# City of Rialto California

November 21, 2024

To Whom It May Concern,

I am writing to formally accept the partial funding offered through the Active Transportation Program (ATP) Grant Cycle 7 for the City of Rialto’s Safe Routes to School Project (SRTS). The project aims to develop SRTS infrastructure, significantly enhancing the walkability and bike-ability of our city by improving the built environment around the schools identified in the project.

We appreciate the support from Southern California Association of Governments (SCAG) and understand the importance of creating sustainable and safe transportation alternatives. The awarded amount of \$3,934,000 will enable us to move forward with critical components of our project, particularly funding the design and construction costs without modifying the scope.

While we acknowledge that the funding is partial, we remain committed by appropriating additional funding sources to fulfill the comprehensive goals of our initiative.

To demonstrate our commitment, the City of Rialto has dedicated additional leveraging funds to fully fund the projected project cost of \$8,096,000. Below is a table indicating the source of funding and their respective amounts:

Project Phase	Total Project Costs	Total ATP Funding	ATP Allocation Year (25/26, 26/27, 27/28, or 28/29)	Total Non-ATP Funding	Non-Participating Funding	Prior ATP Funding	Leveraging Funding	Future Local Identified Funding	Funding Source
PA&ED	25	-	25/26	25			25		Measure I
PS&E	781	-	25/26	781			781		Measure I
R/W	85	-	26/27	85			85		Measure I
CON	7,205	3,934	27/28	3,271			3,271		1. Measure I 2. Gas Tax 3. SB1 Local Roads
CON NI/PLAN	-			-			-		
<b>TOTAL</b>	<b>8,096</b>	<b>3,934</b>	<b>N/A</b>	<b>4,162</b>	<b>-</b>	<b>-</b>	<b>4,162</b>	<b>-</b>	

Thank you once again for your support. We look forward to collaborating with you and reporting on our progress. If you have any further requirements or documentation needed to finalize this acceptance, please do not hesitate to reach out.

Sincerely,

Michael G. Milhiser  
Interim City Manager  
City of Rialto

**Minute Action**

AGENDA ITEM: 15

**Date:** January 8, 2025

**Subject:**

License Agreement No. 25-1003231 - Property One, LLC

**Recommendation:**

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

Approve License Agreement No. 25-1003231 with Property One, LLC for the maintenance of landscaping and irrigation water lines from west of Tennessee Street to Texas Street in the City of Redlands.

**Background:**

Pursuant to Real Property, Policy No. 31602, the Executive Director has the authority to approve and execute Grants of Use within the San Bernardino County Transportation Authority (SBCTA) Right-of-Way (ROW) under specific circumstances, on template forms approved as to form by General Counsel. Where the proposed use is a longitudinal use of more than 1,000 feet in length, the Grant of Use requires Board approval. This license is for a longitudinal installation totaling approximately 4,480 feet.

Property One, LLC has requested a license for the installation and maintenance of landscaping and irrigation drip systems within SBCTA ROW, adjacent to the ESRI Station. The improvement limits are from approximately 1,450 feet west of Tennessee Street to Texas Street in the City of Redlands.

An application fee of \$2,230 and appeal fee of \$900 have been paid (SBCTA Finance Deposit Reference No. D25-153). Fees paid in accordance with this license include an annual administration fee of \$1,200 and a use fee of \$709 imposed under Policy No. 31602 and Resolution No. 14-027. The administration and use fees described herein will be due annually commencing on January 1, 2025.

**Financial Impact:**

The License Application, Administration, and Use fees are included in the adopted Budget for Fiscal Year 2024/2025 and will be received in the Rail Assets Fund in Program 30, Transit.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 12, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft agreement.

**Responsible Staff:**

Sheila DeGidio, Right of Way Specialist

Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

**SBCTA Contract No. 25-1003231**

**LICENSE AGREEMENT**

**BETWEEN**

**SBCTA**

**AND**

**PROPERTY ONE, LLC**

DRAFT

Attachment: 25-1003231 (11178 : License Agreement No. 25-1003231 - Property One, LLC)



## LICENSE AGREEMENT

This License Agreement (“LICENSE”) is made and entered into as of the date executed by SBCTA, by and between SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a county transportation authority pursuant to Public Utility Code §§130800 et seq. (“SBCTA”), and, PROPERTY ONE, LLC (“LICENSEE”), upon and in consideration of the agreements, covenants, terms and conditions below.

### PART I – BASIC LICENSE PROVISIONS

The Basic License Provisions provided in this Part I and the Standard License Provisions set forth in Part II of this License, together with all Exhibits and Attachments referenced in either, are incorporated into and made part of this License. In the event of conflict between Part I and Part II or of any Exhibits and Attachments, Part I shall control.

#### 1. *Parties*

##### SBCTA’s Address:

Attn: Transit and Rail Programs  
1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, California 92410-1715  
909-884-8276

##### LICENSEE’s Address:

PROPERTY ONE, LLC  
PO Box 7538  
Redlands, CA 92375

Point of Contact: Brendon Carroll  
Telephone: (951) 310-6369  
E-mail: bcarroll@esri.com

#### 2. *Recitals*

2.1 SBCTA. SBCTA is the owner in fee of certain properties located throughout San Bernardino County.

2.2 Licensee. LICENSEE wishes to enter certain properties owned by SBCTA in order to do the following: (1) maintain existing utilities and appurtenant facilities in, on, over, under or across such properties; and/or (2) install and maintain new utilities and appurtenant facilities in, on, over, under or across such properties.

2.3 Scope of License. The LICENSE will serve as an agreement permitting the LICENSEE to maintain and install existing utilities and appurtenant facilities, which are preliminarily approved by SBCTA. A Map of the Premises and Improvements is attached, substantially in the form of EXHIBIT “A”.

2.4 Consideration. This LICENSE is made in consideration of the terms, conditions and mutual covenants herein, the sufficiency of which are hereby acknowledged.

3. **Description of the Premises.**

City: Redlands Subdivision: San Gabriel

Address and/or Milepost Location:

Longitudinal installation along the north side from 650 feet east of Tennessee Street to 675 feet west of Texas Street, Milepost 64.67 to Milepost 64.94

AND

Longitudinal installation along the south side between 1,450 feet west of Tennessee Street and Texas Street, Milepost 64.28 to Milepost 65.07

Approximate Area: 75,832 square feet: 1.74 acres

[See EXHIBIT A - Map/Site Depiction]

Description and Dimensions of the Premises Area:

Landscaping and underground irrigation lines running longitudinally 38 feet north of the main track of SBCTA's San Gabriel subdivision for 940 linear feet, more or less, 12 feet in width.

AND

Landscaping and underground irrigation lines running longitudinally 20 feet south of the main track of SBCTA's San Gabriel subdivision for 3,540 linear feet, more or less, 21 feet in width.

4. **Allowable Improvements, Facilities and Uses. LICENSEE shall construct only the following improvements and/or facilities and conduct or permit only the following uses on the Premises:**

Description of the Improvements, Utility and/or Appurtenances:

Landscaping and irrigation lines and appurtenant facilities for landscaping purposes.

Use of the Premises:

Operation, maintenance and repair of Improvements.

5. **Term.**

Commencement Date: The date upon which SBCTA executes this License Agreement

Term (check one):

A. Month-to-month

B. Until End Date: \_\_\_\_\_ (subject to termination pursuant to the terms of this License – see especially Standard License Provisions §2.2)

6. **Fees.**

A. Administration Fee: \$ 1,200 per year or portion thereof, payable annually in advance, beginning on January 1<sup>st</sup>, and, notwithstanding and in lieu of the anniversary described in Section 3.1.1, on January 1<sup>st</sup> each year thereafter.

B. Base Use Fee (check one):

- i. \$\_\_\_\_\_ per month, payable monthly in advance
- ii. \$ 709 per year, payable annually in advance

C. Additional Use Fee (check one):

- i. One-time fee: \$\_\_\_\_\_
- ii. Other fee: \$ NONE

D. Base Use Fee Adjustment Dates (check if applicable):

- i. CPI Adjustment: Annually, effective on the first day of the anniversary month of the Commencement Date, based on the published Consumer Price Index (or its successor) ("CPI") as defined in Section 3.2.1 of the Standard License Provisions.
- ii. Fair Market Rate Adjustment: At intervals of not less than three (3) years, based on the then current fair market rental value of the Premises as set forth in Section 3.2.2 of the Standard License Provisions.
- iii. Other: \_\_\_\_\_

**7. Indemnity and Insurance Requirements.**

LICENSEE shall fully comply with all terms and obligations contained within the LICENSE, which are incorporated herein by this reference, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, LICENSEE to obtain insurance varying from the requirements set forth in the LICENSE, which requirements shall be attached hereto in EXHIBIT "B" Insurance Requirements for License and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of the LICENSE

**IN WITNESS WHEREOF**, this LICENSE was duly executed by the Parties identified in Item 1 of this Part I on the dates below, and is effective as of the date executed by SBCTA.

LICENSEE:  
PROPERTY ONE, LLC

SBCTA:  
SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY,  
a county transportation authority pursuant  
to Public Utility Code §§130800 et seq.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Ray Marquez  
Title: Board President  
Date: \_\_\_\_\_

DRAFT

Attachment: 25-1003231 (11178 : License Agreement No. 25-1003231 - Property One, LLC)

**PART II – STANDARD LICENSE PROVISIONS**  
**TABLE OF CONTENTS**

<u>Section</u>	<u>Page</u>
1. GRANT AND SCOPE OF LICENSE .....	6
2. TERM, TERMINATION AND SURRENDER .....	7
3. PAYMENTS .....	9
4. TAXES .....	11
5. LIENS .....	11
6. ASSUMPTION OF RISK AND WAIVER .....	12
7. DEFAULT, BREACH AND REMEDIES .....	12
8. INDEMNIFICATION.....	14
9. INSURANCE.....	14
10. MAINTENANCE AND REPAIR .....	15
11. ALTERATIONS AND CONSTRUCTION .....	16
12. CONTRACTORS; APPROVAL AND INSURANCE .....	16
13. REIMBURSEMENT .....	16
14. LANDSCAPING .....	17
15. MARKERS .....	17
16. COMPLIANCE WITH LAWS.....	17
17. SBCTA’S RIGHT OF ACCESS.....	17
18. ENVIRONMENTAL ASSESSMENT .....	18
19. HAZARDOUS/TOXIC MATERIAL USE AND INDEMNITY .....	18
20. UNDERGROUND STORAGE TANKS .....	19
21. CONDEMNATION .....	19
22. BROKER'S FEES .....	19
23. SUBORDINATE RIGHTS .....	20
24. ABANDONMENT .....	20
25. GENERAL PROVISIONS .....	20

Exhibits:

- “A” Map/Site Depiction
- “B” Insurance Requirements for License
- “C” Permitted Hazardous Material
- “D” Additional Requirements

## PART II - STANDARD LICENSE PROVISIONS

### 1. GRANT AND SCOPE OF LICENSE

- 1.1. Grant of License. SBCTA hereby grants a non-exclusive, revocable license to LICENSEE in, on, over, under, across and along the real property of SBCTA in the location shown in the diagram attached hereto as Exhibit “A” and described in Item 3 of the Basic License Provisions (the “Premises”), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Improvements described in Item 3 of the Basic License Provisions, and any usual and necessary related appurtenances thereto (the “Improvements”), for the purposes described in Item 4 of the Basic License Provisions, together with rights for access and entry onto the Premises as necessary or convenient for the use of the Improvements and for no other purpose. In connection with this grant of license, LICENSEE, its employees, agents, customers, visitors, invitees, licensees, consultants and contractors (collectively, “LICENSEE’s Parties”) subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SBCTA if necessary for the use of the Improvements or the Premises, with the time and manner of such entry and access to be subject to SBCTA’s prior written approval. The Premises, adjoining real property of SBCTA and personal property of SBCTA located thereon shall hereinafter collectively be referred to as “SBCTA Property.”
- 1.2. Condition of Premises. LICENSEE acknowledges that it has inspected the Premises in its present condition, including without limitation, all existing environmental conditions. LICENSEE accepts the Premises “as is” as suitable for the purpose for which the Premises are licensed and assumes all risk with respect to all present conditions of the Premises, whether patent or latent, including, without limitation, all existing environmental conditions. Taking of possession by LICENSEE shall be conclusive to establish that the Premises are in good and satisfactory condition when possession is taken.
- 1.3. Use. The Premises and the Improvements shall be used only for the purposes specified in Item 4 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto, and no other purpose. No change shall be made by LICENSEE in the use of the Premises, the Improvements or the commodity or product being conveyed through the Improvements (if any) without SBCTA’s prior written approval.
- 1.4. Non-exclusive and Revocable Nature of License. The LEASE granted herein is not exclusive and SBCTA specifically reserves the right to grant other licenses within the Premises. LICENSEE agrees that notwithstanding the Improvements made by LICENSEE to the Premises or other sums expended by LICENSEE in furtherance of this LICENSE, the license granted herein is fully revocable by SBCTA in accordance with the terms of this LICENSE.
- 1.5. Easements. SBCTA reserves to itself the right, from time to time, to grant such easements, rights and dedications that SBCTA deems necessary or desirable, and to cause the recordation of parcel maps, easement agreements and covenants, conditions and restrictions, so long as such easements, rights, dedications, maps and covenants, conditions and restrictions do not unreasonably interfere with the permitted use of the

Premises by LICENSEE. LICENSEE shall sign any of the aforementioned documents upon request of SBCTA and failure to do so shall constitute a material breach of this LICENSE.

## 2. TERM, TERMINATION AND SURRENDER

- 2.1. Term of License. The term of this LICENSE shall commence on the “Commencement Date” specified in Item 5 of the Basic License Provisions. If Item 5.A of the Basic License Provisions is checked, this LICENSE shall continue in full force and effect on a month-to-month basis. If Item 5.B of the Basic License Provisions is checked, then this LICENSE shall be a license for the term specified in said Item 5.B. The term of this LICENSE as provided above is referred to as the “Term.”
- 2.2. Termination.
- 2.2.1. Convenience. If Item 5.A is checked, this LICENSE shall continue in full force and effect on a month-to-month basis until terminated by either Party on ninety (90) days’ prior written notice. If Item 5.B is checked, this LICENSE shall continue in full force and effect until the End Date, unless SBCTA, acting by its Executive Director or his or her designee, for any reason and in its sole and absolute discretion, determines that this LICENSE is no longer in SBCTA’s best interests. In which case, SBCTA may terminate this LICENSE on ninety (90) days’ prior written notice, but SBCTA shall also return to LICENSEE, within thirty (30) days after the termination, the pro-rata portion of any annual Use Fee paid by the LICENSEE for the portion of the agreed term that will not be used by LICENSEE.
- 2.2.2. Cause. SBCTA may terminate this LICENSE for cause in accordance with the provisions hereof, including, without limitation, Section 24 (Abandonment), Section 7 (Default, Breach and Remedies) and Section 25.11 (Assignment). In addition, SBCTA shall have the right to immediately, without notice and at LICENSEE’s expense, terminate this LICENSE upon discovery of any default set forth in Section 7.1(d) and abate any such public nuisance and/or dangerous condition.
- 2.2.3. Public Use. In addition to any and all other termination rights of SBCTA described herein, LICENSEE hereby expressly recognizes and agrees that the Premises are located on SBCTA property that may be developed for public projects and programs which may be implemented by SBCTA or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects, roadways, parking facilities, flood control and drainage facilities, and/or any other public or other governmental uses (collectively and individually “Public Use”); and that LICENSEE’s use of the Premises under this LICENSE is a temporary, interim use as to which LICENSEE has no right to nor expectation of use for any particular length of time that may be terminated by SBCTA by ninety (90) days written notice to LICENSEE as set forth in Section 2.2.1 above. Accordingly, as a condition to entering into this LICENSE, LICENSEE expressly acknowledges and agrees that:

- (a) SBCTA may terminate this LICENSE as set forth above for any Public Use, to be determined in the sole and absolute discretion of SBCTA's Executive Director, or designee;
  - (b) LICENSEE shall **NOT** object to, oppose, or protest at any approval proceeding, nor file suit to prevent or delay, any Public Use when planned, proposed or implemented on or adjacent to the Premises;
  - (c) If SBCTA's Executive Director, or designee, at any time, or from time to time, determines in his or her sole and absolute discretion, that there is a need for the Premises or any adjoining property for a Public Use and such Public Use requires relocation or removal of the Improvements, LICENSEE shall reconstruct, alter, modify, relocate or remove its Improvements, as directed by SBCTA or any parties having operating rights over the Premises, at LICENSEE's sole cost and expense, within ninety (90) days after written notice from SBCTA; and
  - (d) LICENSEE expressly assumes all risk of any future Public Use as determined by SBCTA and in the event SBCTA terminates this LICENSE and requires LICENSEE to vacate the Premises for any Public Use, LICENSEE shall not, as a result of such termination and vacation of the Premises, be entitled to receive any:
    - (i) relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and
    - (ii) compensation under any eminent domain or inverse condemnation law.
- 2.2.4. **Penalty:** If LICENSEE fails to terminate use of the Premises and/or restore the Premises as required in Item 2.3 below, on or before the End Date specified in Item 5.B of the Basic License Provisions or the termination date established as otherwise provided in this License ("Termination Date"), then, in addition to any and all other remedies available to SBCTA under the terms of this LICENSE or at law or equity, SBCTA may so restore the Premises and LICENSEE shall pay a Penalty equal to twice the Base Use Fee in effect on the day prior to the Termination Date, plus twice any Additional Use Fee, calculated and payable on a monthly basis, for the number of months (partial months counting as whole months) from the Termination Date to the date that LICENSEE has terminated use and restored the Premises to the required condition. In the event that any Additional Use Fee is set as a percentage of revenues, or on some other variable basis, it shall be calculated based on the average for the prior twelve month period or if in effect less than one year, the monthly average from the effective date to the day prior to the Termination Date. LICENSEE shall indemnify SBCTA against all liabilities, costs and damages sustained by SBCTA by reason of such failure to terminate and restore.



- 2.3. Termination of Use and Restoration of Premises. Upon the Termination Date, unless otherwise requested in writing by SBCTA prior to the Termination Date, LICENSEE, at its own cost and expense, shall immediately remove all alterations additions and Improvements made by LICENSEE to the Premises and restore the SBCTA Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Improvements. Should LICENSEE fail to comply with the requirements of the preceding sentence, SBCTA may at its option (i) perform the same at LICENSEE's expense (including costs, interest, and fees), which LICENSEE agrees to pay to SBCTA on demand, or (ii) assume title and ownership of said Improvements. No termination hereof shall release LICENSEE from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Improvements are removed and the SBCTA Property is restored.

### 3. PAYMENTS

- 3.1. Fees. As consideration for the rights herein granted, LICENSEE agrees to pay to SBCTA the Administration and Use Fees specified in Item 6 of the Basic License Provisions, adjusted as set forth in Section 3.2.
- 3.1.1. Administration Fee. The Administration Fee set forth in Item 5.A of the Basic License Provisions shall be due and payable, without demand, annually in advance prior to January 1<sup>st</sup> of each year from and after the execution date of this LICENSE.
- 3.1.2. Base Use Fee. If Item 6.B.i of the Basic License Provisions is checked, the first month's Base Use Fee noted therein shall be due and payable, without demand, upon LICENSEE's execution of this LICENSE. Thereafter, the Base Use Fee, as such fee may be adjusted pursuant to the provisions of Section 3.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term. The Base Use Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis. If Item 6.B.ii of the Basic License Provisions is checked, the annual Use Fee amount, as such fee may be adjusted pursuant to the provisions of Section 3.2, shall be due and payable, without demand, annually in advance on or before January 1<sup>st</sup> for the convenience of both Parties, without affecting the Term of this LICENSE as specified in Section 2.1 of the Basic License Provisions.
- 3.1.3. Additional Use Fee. If Item 6.C.i of the Basic License Provisions is checked, the one-time fee noted therein shall be due and payable upon execution of this LICENSE by LICENSEE. If Item 6.C.ii of the Basic License Provisions is checked, the fee noted therein shall be due and payable as indicated in Item 6.C.ii.

3.2. Use Fee Adjustment.

3.2.1. Annual CPI Adjustment. If Item 6.D.i of the Basic License Provisions is checked, then the Base Use Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs unless another date is provided in Item 5 of the Basic License Provisions (the “Adjustment Date”). If no adjustment is made at the annual anniversary date, an adjustment may nevertheless be made at a subsequent date and thereafter at not less than annual intervals. The adjusted Base Use Fee as of each Adjustment Date shall be the greater of the Base Use Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the latest CPI figure as of the month that is three (3) months prior to the month during which the particular Adjustment Date occurs and the denominator of which is the latest CPI figure as of the month that is three (3) months prior to the month containing the prior Adjustment Date or, if there has been no prior Adjustment, three (3) months prior to the first day of the anniversary month of the Commencement Date. As used in this section, the “CPI” means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Riverside/San Bernardino/Ontario, all items (DECEMBER 2017 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics (Bureau) as Series Id: CWURS49CSA0, or if such index is no longer published, the U.S. Department of Labor’s most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period DECEMBER 2017 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SBCTA.

3.2.2. Fair Market Adjustment. If Item 6.D.ii of the Basic License Provisions is checked, then, at intervals of not less than three (3) years, the Base Use Fee (as such fee may be adjusted by Section 3.2.1, above) payable under this Section 3 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the Premises as determined by SBCTA in good faith. Such increases shall be effective as of thirty (30) days after written notice from SBCTA to LICENSEE of such adjustment, or the date specified in such written notice, whichever is later. If no adjustment is made at any three (3) year interval, an adjustment may nevertheless be made on any subsequent date and thereafter at intervals of not less than three (3) years apart.

3.2.3. Other Adjustment. If Item 6.D.iii of the Basic License Provisions is checked, then, in addition to any adjustments required under Items 6.D.i and 6.D.ii, the adjustment set forth in 6.D.iii shall be applied in accordance with its terms.

3.3. Late Charge. LICENSEE acknowledges that late payment by LICENSEE of any payment owed to SBCTA under this LICENSE will cause SBCTA to incur costs not contemplated by this LICENSE, the exact amount of such costs being extremely difficult and impracticable to determine. Therefore, if any payment due from

LICENSEE is not received by SBCTA within thirty (30) days without demand, annually in advance of the anniversary month of the Commencement Date, LICENSEE shall pay to SBCTA an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of \$500 for each late payment. The Parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SBCTA will incur by reason of a late payment by LICENSEE. Acceptance of any late payment charge shall not constitute a waiver of LICENSEE's default with respect to the overdue payment, nor prevent SBCTA from exercising any of the other rights and remedies available to SBCTA under this LICENSE, at law or in equity. In addition, any payment not made within thirty (30) days of the anniversary month of the Commencement Date shall bear interest at the rate of fourteen percent (14%) per annum, or the highest legally allowable rate, whichever is lower, until paid in full.

#### 4. TAXES

LICENSEE shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax as described in California Revenue and Taxation Code Section 107, levied by any governmental authority: (a) against the Improvements, the Premises and/or any personal property, fixtures or equipment located on or placed on the Premises, whether owned by LICENSEE or any person or entity acting for or at the request of LICENSEE; or (b) as a result of the LICENSEE's or the Improvements' operations.

#### 5. LIENS

LICENSEE will fully and promptly pay for all materials joined or affixed to the Improvements or Premises, and fully and promptly pay all persons who perform labor upon said Improvements or Premises. LICENSEE shall not suffer or permit to be filed or enforced against the Premises or the Improvements, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance, Work, activities, or operations of LICENSEE, or out of any other claim or demand of any kind. The term "Work" under this LICENSE means any construction, reconstruction, installation, restoration, alteration, repair, replacement, or removal, other than normal maintenance. LICENSEE shall provide SBCTA with immediate written notice of any such liens, claims, demands, or stop notices that are placed against the Premises or the Improvements. LICENSEE shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SBCTA with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SBCTA from any and all such obligations and claims, including attorney's fees. LICENSEE shall furnish evidence of payment upon request of SBCTA. LICENSEE may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SBCTA in compliance with applicable California law. If LICENSEE does not discharge any mechanic's lien or stop notice for works performed for LICENSEE, SBCTA shall have the right to discharge same (including by paying the claimant) and LICENSEE shall reimburse SBCTA for the cost of such discharge, as well as any associated costs and fees, within ten (10) business days after billing. SBCTA reserves the right at any time to post and maintain on the Premises such notices as may be necessary to protect SBCTA against liability for all such liens and claims. The provisions of this section shall survive the termination of this LICENSE.

## 6. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, LICENSEE assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Improvements, the SBCTA Property and any other property of, or under the control or custody of, LICENSEE, which is on or near the Premises, caused by LICENSEE's negligence or intentional misconduct. LICENSEE's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SBCTA Property, accident or fire or other casualty on the SBCTA Property, and electrical discharge, noise or vibration resulting from SBCTA's transit operations on or near the SBCTA Property, caused by LICENSEE's negligence or intentional misconduct. The term "SBCTA" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SBCTA's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SBCTA. LICENSEE, on behalf of itself and its officers, directors, affiliates, employees, agents, independent contractors and subcontractors and anyone directly or indirectly employed by LICENSEE or for whose acts LICENSEE is liable (collectively, "Personnel"), as a material part of the consideration for this LICENSE, hereby waives all claims and demands against SBCTA for any such loss, damage or injury of LICENSEE and/or its Personnel, except where caused by the negligence or willful misconduct of SBCTA or a third party. **In that connection, LICENSEE expressly waives the benefit of California Civil Code Section 1542, which provides as follows:**

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

The provisions of this section shall survive the termination of this LICENSE.

## 7. DEFAULT, BREACH AND REMEDIES

- 7.1. Licensee Default. LICENSEE shall be deemed to have breached and be in default under this LICENSE when any of the following occurs:
- (a) LICENSEE shall fail to make any payment or any reimbursement to SBCTA required herein when due;
  - (b) LICENSEE shall vacate all or a substantial portion of the Premises, whether or not LICENSEE is in default of the payment or other charges due under this LICENSE;
  - (c) LICENSEE shall fail to comply with any other term, provision or covenant of this LICENSE, and shall not cure such failure within thirty (30) days after written notice thereof to LICENSEE; or
  - (d) LICENSEE shall create or maintain, or allow any other person or entity to create or maintain, any public nuisance or any condition that fails to comply with any applicable federal, state, SBCTA or rail operator specifications or safety regulations or that presents a danger to public safety or a safety hazard to any operations, personnel, passengers or property of SBCTA or any rail carrier operating upon the affected rail line(s) on the Premises or SBCTA's adjacent right of way.

- 7.2. SBCTA's Remedies.

- 7.2.1. Termination. Upon the occurrence of LICENSEE's default and breach, is not cured within thirty (30) days (or such longer period as may be necessary in the circumstances and agreed to in writing by SBCTA), SBCTA shall have the right, by giving notice to LICENSEE, to terminate this LICENSE as of the end period specified in the notice to cure, and at any time thereafter to recover possession of the Premises or any part thereof and expel and remove therefrom LICENSEE and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that SBCTA may have under this LICENSE, at law or equity by reason of LICENSEE's default or of such termination.
- 7.2.2. Corrective Measures. Should LICENSEE default on, breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SBCTA at its option may perform any corrective measures deemed by SBCTA in its sole and absolute discretion to be necessary or appropriate to protect public health or safety, or SBCTA's legitimate governmental or proprietary interests or the interests of its railroad operators, at LICENSEE's expense (including fees, costs and interest) which LICENSEE agrees to pay to SBCTA upon demand.
- 7.2.3. Costs. If SBCTA incurs any cost or expense occasioned by the default of LICENSEE (including but not limited to attorneys' fees and costs), then SBCTA shall be entitled to receive such costs together with interest on all funds SBCTA expends at the lesser of fourteen percent (14%) per annum or the maximum rate allowed by law, whichever is lower, including without limitation, brokers' fees incurred by SBCTA in connection with relicensing the whole or any part of the Premises; the costs of removing and storing LICENSEE's or other occupant's property; the costs of repairing, altering, and/or otherwise restoring the Premises to a safe and suitable condition, useable and acceptable to SBCTA, rail operators and future licensees; and all reasonable expenses incurred by SBCTA in enforcing or defending SBCTA's rights and remedies, including reasonable attorneys' fees whether or not suit is actually filed.
- 7.2.4. Remedies Cumulative. All rights, privileges and remedies of the parties are cumulative and not alternative or exclusive to the extent permitted by law except as otherwise provided herein
- 7.3. SBCTA Default and Licensee's Remedies. SBCTA shall not be in default under this LICENSE unless SBCTA fails to perform obligations required of SBCTA within sixty (60) days after written notice is delivered by LICENSEE to SBCTA specifying the obligation which SBCTA has failed to perform; provided, however, that if the nature of SBCTA's obligation is such that more than sixty (60) days are required for performance, then SBCTA shall not be in default if SBCTA commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. LICENSEE's exclusive remedies shall be an action for specific performance.

## 8. INDEMNIFICATION

- 8.1. LICENSEE, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SBCTA), and hold harmless SBCTA, and its officers, directors, employees, agents, consultants, contractors, permittees, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the LICENSEE or its Personnel (as defined in Section 6 (Assumption of Risk and Waiver) or invitees of LICENSEE in connection with the SBCTA Property or the presence upon or performance of activities by LICENSEE or its Personnel with respect to the SBCTA Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of LICENSEE or its Personnel, or (iii) non-performance or breach by LICENSEE or its Personnel of any term or condition of this LICENSE, in each case whether occurring during the Term of this LICENSE or thereafter.
- 8.2. The LICENSEE acknowledges that any construction allowed on the Premises pursuant to this LICENSE is not being performed for SBCTA's benefit or on SBCTA's account and that this is an agreement allowing LICENSEE and/or its contractor(s) to enter upon SBCTA's Property as an accommodation within the meaning of California Civil Code Section 2782.1. Therefore, the foregoing indemnity shall be effective regardless of any negligence on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees, and is in addition to any other rights or remedies which Indemnitees may have under the law or under this LICENSE. Upon request of SBCTA, LICENSEE shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this LICENSE.
- 8.3. Claims against the Indemnitees by LICENSEE or its Personnel shall not limit the LICENSEE's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for LICENSEE or its Personnel under workers' compensation, disability benefits or other employee benefits laws or insurance.
- 8.4. The indemnification and defense obligations of LICENSEE set forth in this section shall survive the termination and End Date of this LICENSE.

## 9. INSURANCE

- 9.1. SBCTA's Insurance. SBCTA may maintain insurance covering the Premises and SBCTA's ownership and operation thereof in such types and amounts as it deems necessary in its sole discretion. Such insurance shall be for the sole benefit of SBCTA and under its sole control. LICENSEE's insurance policies shall provide primary coverage to SBCTA; when any such policy issued to SBCTA provides duplicate coverage or is similar in coverage, SBCTA's policy will be excess over LICENSEE's policies.

- 9.1.1. Licensee's Insurance. LICENSEE, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this LICENSE insurance as required by SBCTA in the amounts and coverages specified and issued by insurance companies as described in, and meeting all other requirements set forth in EXHIBIT "B". SBCTA reserves the right, throughout the Term of this LICENSE, to review and change the amount and type of insurance coverage it requires at such time LICENSEE requests an amendment or modification to this LICENSE, if applicable, in connection with any Work to be performed on the Premises. Prior to (i) entering the Premises or (ii) performing any Work or maintenance on the Premises, LICENSEE shall furnish SBCTA with insurance endorsements and/or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. SBCTA shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by LICENSEE under this LICENSE. Self-insurance is not permitted, however, SBCTA may, in its sole and absolute discretion, permit self-insurance on a case by case, coverage by coverage basis where the LICENSEE has documented, to SBCTA's sole satisfaction, sufficient available assets and/or available funds and sufficient legal security in those assets to assure SBCTA that its risk is not greater than it would have been with acceptable insurance coverage, and otherwise meeting SBCTA's self-insurance requirements. The privilege to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SBCTA at its sole and absolute discretion at any time. Upon revocation of self-insurance privilege, LICENSEE shall immediately provide all required insurances.
- 9.2. Modifications to Insurance. Should any action by the LICENSEE require SBCTA to increase fire and extended coverage insurance premiums, or if LICENSEE's vacation of the Premises causes any increase in such premiums, then LICENSEE shall pay as an additional fee to SBCTA the amount of such increase upon demand by SBCTA, the amount required to correct at LICENSEE's expense the cause of such disallowance, penalty or surcharge to the satisfaction of the particular insurance authority.

## 10. MAINTENANCE AND REPAIR

LICENSEE, at LICENSEE's sole expense, shall during the Term of this LICENSE maintain the Improvements within the Premises, and the Premises itself, in a good condition, free from weeds, litter, debris, refuse or other nuisance, and shall perform all maintenance and clean-up of the Premises and the Improvements as necessary to keep the Premises and the Improvements in good order and condition to SBCTA's sole satisfaction. If any portion of the SBCTA Property, including improvements or fixtures, suffers damage by reason of the access to or Use of the Premises by LICENSEE or LICENSEE's employees, agents, customers, invitees, licensees, consultants, contractors and subcontractors (collectively, "LICENSEE's Parties"), including but not limited to damage arising from any tests or investigations conducted upon the Premises by LICENSEE or LICENSEE's Parties, LICENSEE shall, at its own cost and expense, immediately repair all such damage and restore the SBCTA Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, re-grading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by LICENSEE or LICENSEE's Parties. LICENSEE shall not perform any maintenance on railroad tracks and facilities without express prior written approval of and direction from SBCTA

or the railroads with valid operating authority over SBCTA's lines and compliance with all applicable standards, specifications and safety requirements.

## **11. ALTERATIONS AND CONSTRUCTION**

Except as otherwise provided herein, LICENSEE shall make no alterations, additions or Improvements to the Premises without obtaining the prior written consent of SBCTA in each instance. Any work performed or caused to be performed by LICENSEE on the Improvements or the Premises shall be performed (a) at LICENSEE's sole cost and expense; (b) in accordance with any and all applicable permit requirements, laws, rules, regulations and safety requirements (including SBCTA's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SBCTA. LICENSEE shall submit written notice and work plans to SBCTA for review and approval at least thirty (30) days prior to commencement of any work on the Premises. Any such work must be carried out pursuant to the work plans approved in writing by SBCTA and in compliance with any and all SBCTA rules, regulations and other requirements. SBCTA shall have the right at any time and from time to time to post and maintain notices of non-responsibility. Unless otherwise requested by SBCTA, upon completion of any work, LICENSEE shall restore the SBCTA Property to its condition immediately preceding the commencement of such work.

## **12. CONTRACTORS; APPROVAL AND INSURANCE**

Any of LICENSEE's Parties performing any Work on the Improvements or the Premises shall first be approved in writing by SBCTA and acquire all required right of entry permits and authorizations from SBCTA and any rail operator utilizing affected or adjacent railroad tracks. With respect to such Work, LICENSEE shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by SBCTA, in the amounts and coverage specified on and issued by insurance companies as described in EXHIBIT "B". Additionally, LICENSEE shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the Premises, to obtain and maintain in full force and effect during the Term of this LICENSE, or throughout the term of such Work (as applicable), insurance, as required by SBCTA, in the amounts and coverage specified on, and issued by insurance companies as described in EXHIBIT "B". SBCTA reserves the right, throughout the Term of this LICENSE, to review and change the amount and type of insurance coverage it requires at such time LICENSEE requests an amendment or modification to this LICENSE, if applicable, in connection with any Work to be performed on the Premises.

## **13. REIMBURSEMENT**

LICENSEE agrees to reimburse SBCTA for all reasonable costs and expenses that SBCTA incurs in connection with Work on or maintenance of the Premises or the Improvements, including, but not limited to, costs incurred by SBCTA in furnishing any materials or performing any labor, reviewing LICENSEE's Work plans and inspecting any Work, installing or removing protection beneath or along SBCTA's tracks, furnishing of watchmen, flagmen and inspectors as SBCTA deems necessary and such other items or acts as SBCTA in its sole discretion deems necessary to monitor or aid in compliance with this LICENSE, protect the safety of, and railway operations upon, its tracks and right-of-way, and to otherwise protect its interests. The costs and expenses addressed in this Section 13 shall include all costs that SBCTA incurs in complying with the Work or maintenance requirements of the railroads with valid operating authority over SBCTA's lines.



## 14. LANDSCAPING

If required by SBCTA, then LICENSEE, at its sole cost and expense, shall install barrier landscaping to shield the Improvements from public view. SBCTA shall have the right to review and approve landscaping plans prior to installation. All landscaping activities shall be done in accordance with the provisions of Section 11 above (Alterations and Construction).

## 15. MARKERS

Except as modified by any additional provisions attached at Exhibit “D”, project markers in form and size satisfactory to SBCTA, identifying the Improvements and their owner(s), shall be installed and constantly maintained by and at the expense of LICENSEE at such locations as SBCTA shall designate. Such markers shall be relocated or removed upon request of SBCTA without expense to SBCTA. Absence of markers in or about SBCTA Property does not constitute a warranty by SBCTA of the absence of subsurface installations.

## 16. COMPLIANCE WITH LAWS

LICENSEE shall comply with all applicable federal, state and local laws, regulations, rules and orders in its Work on, or maintenance, inspection, testing or use of, the SBCTA Property, and shall furnish satisfactory evidence of such compliance promptly upon request of SBCTA. LICENSEE shall obtain all required permits or leases required by any governmental authority for its use of the Premises, at its sole cost and expense. LICENSEE shall comply with all SBCTA policies, rules and regulations applicable to its properties. Subject to SBCTA’s approval, LICENSEE shall at its own cost and expense install and construct all physical improvements to or needed to serve the Premises that are required by any federal, state or local building code or other law or regulation applicable to the Premises, or that are made necessary by the nature of LICENSEE’s use of the Premises. LICENSEE shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at LICENSEE’s sole expense.

## 17. SBCTA’S RIGHT OF ACCESS

- 17.1. Inspections. SBCTA shall have the right at any time (upon provision of reasonable notice of inspection to LICENSEE) or in case of emergency (without notice), to inspect the Premises in order to protect SBCTA’s interests therein and to monitor compliance with this LICENSE, including compliance with applicable federal, state and local laws, regulations, rules and orders. Failure to submit to or cooperate with any inspection may result in termination of the LICENSE
- 17.2. Tests. If, in SBCTA’s sole judgment, any installation on, or use or condition of the Premises may have an adverse effect on the Premises or SBCTA Property, adjacent property or SBCTA’s operations, SBCTA shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Premises, as it determines to be necessary or useful to evaluate the condition of the Premises. LICENSEE shall cooperate with SBCTA in any tests or inspections deemed necessary by SBCTA.
- 17.3. Costs. LICENSEE shall pay or reimburse SBCTA, as appropriate, for all reasonable costs and expenses incurred due to tests, inspections or any necessary corrective Work, maintenance and inspections thereafter. SBCTA may establish an inspection fee, which

may be changed from time to time, as part of an inspection program. The user shall pay such fee for each such inspection. Failure to pay the fee may result in termination of the LICENSE.

- 17.4. Sale or Lease of Premises. SBCTA may at any time place on or about the Premises (including the Improvements) any ordinary “for sale” and “for lease” signs. LICENSEE shall also permit SBCTA and its agents, upon request, to enter the Premises or any part thereof, at reasonable times during normal business hours, to show the Premises to prospective tenants, purchasers or mortgagees.

## 18. ENVIRONMENTAL ASSESSMENT

Upon execution of this LICENSE, SBCTA may, in its sole discretion and if applicable, require LICENSEE to retain a duly licensed environmental consultant acceptable to SBCTA who shall perform an environmental assessment of the Premises and LICENSEE’s and LICENSEE’s Parties’ business activities and prepare a report on LICENSEE’s and/or LICENSEE’s Parties’ compliance with the provisions of this section. If determined by SBCTA to be necessary or useful to evaluate the condition of the Premises, SBCTA may require LICENSEE to cause a similar environmental assessment to be conducted on an annual basis, and/or upon or within one (1) year after the expiration or earlier termination of this LICENSE, the cost of which shall be the sole responsibility of LICENSEE. LICENSEE shall provide a copy of the report or reports from the consultant(s) promptly to SBCTA upon receipt and upon request shall promptly provide to SBCTA a copy of all data, documents and other information prepared or gathered in connection therewith.

## 19. HAZARDOUS/TOXIC MATERIAL USE AND INDEMNITY

- 19.1. LICENSEE shall operate and maintain the Premises in compliance with all Environmental Laws, and shall not cause or permit the Premises to be in violation of any Environmental Law which is now or may hereafter become applicable to LICENSEE or the Premises. As used herein, “Environmental Law(s)” means any federal, state or local environmental, health and/or safety-related law, regulation, standard, decision of a court, permit or permit conditions, currently existing or as amended or adopted in the future. Except for any Hazardous Material expressly approved by SBCTA in writing as shown on Exhibit “C”, LICENSEE shall not cause or permit, or allow any of LICENSEE’s Parties to cause or permit, any Hazardous Material to be brought upon, stored, used, generated, treated or disposed of on or about the SBCTA Property. Any Hazardous Material on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, “Hazardous Material” means any chemical, substance or material, including any mixture or solution, which by virtue of its properties or effects is potentially harmful to health, safety or property, or which is now or becomes in the future listed, defined or regulated in any manner under any Environmental Law as a hazardous or dangerous material or substance.
- 19.2. LICENSEE shall indemnify, defend (by counsel acceptable to SBCTA) and hold harmless the Indemnitees, as defined in Section 8 (Indemnification), from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys’ fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) LICENSEE’s breach of any prohibition or provision of this section, or (b) any

release of Hazardous Material upon or from the Improvements or the Premises or contamination of the SBCTA Property which: (i) occurs due to the use and occupancy of the Improvements or the Premises by LICENSEE or LICENSEE's Parties, or (ii) is made worse due to the act or failure to act of LICENSEE or LICENSEE's Parties.

- 19.3. The foregoing indemnity shall be effective regardless of any negligence on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive expiration or termination of this LICENSE; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this LICENSE.
- 19.4. In addition, in the event of any release on or contamination of the Premises, LICENSEE, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SBCTA Property and all affected adjacent property – whether or not owned by SBCTA) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SBCTA and any governmental authorities having jurisdiction, unless such release or contamination was solely caused by the gross negligence or willful misconduct of SBCTA.

## **20. UNDERGROUND STORAGE TANKS**

- 20.1. NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE PREMISES UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SBCTA, WHICH APPROVAL MAY BE WITHHELD IN SBCTA'S SOLE DISCRETION.
- 20.2. At SBCTA's option, upon the termination of this LICENSE at any time and for any reason, LICENSEE shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment installed by LICENSEE, and clean up and remove all Hazardous Material in, on, under and about the Premises, caused by such installation, in accordance with the requirements of all Environmental Laws and to the satisfaction of SBCTA and any governmental authorities having jurisdiction thereover, and deliver to SBCTA a copy of a certificate of closure issued for such tanks by the appropriate governmental authority. Upon acceptance of the planned use of an underground storage tank, the LICENSEE may be required to obtain an Environmental Liability policy with limits approved by SBCTA's Risk Manager.

## **21. CONDEMNATION**

In the event all or any portion of the Premises shall be taken or condemned for public use by a governmental agency or any other party having the power of eminent domain (including conveyance by deed in lieu of or in settlement of condemnation proceedings), LICENSEE shall receive compensation (if any) only for the taking and damage to the Improvements. Any other compensation or damages arising out of such taking or condemnation awarded to LICENSEE are hereby assigned by LICENSEE to SBCTA.

## **22. BROKER'S FEES**

LICENSEE represents and warrants that it has dealt with no broker, agent or other third party in connection with this transaction and LICENSEE agrees to indemnify and hold SBCTA harmless from and against any claims by any broker, agent or other party claiming a commission or other

form of compensation by virtue of having dealt with LICENSEE with regard to obtaining this LICENSE.

### 23. SUBORDINATE RIGHTS

This LICENSE is subject and subordinate to the prior and continuing rights and obligation of SBCTA, its successors and assigns, to use the SBCTA Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body, and to all Bonds, and their respective indentures, issued by SBCTA in any of its capacities and/or by any of its affiliated entities now in place or hereafter issued. Accordingly, there is reserved and retained unto SBCTA, its successors, assigns and permittees, the right to construct, reconstruct, operate, maintain, use and/or relocate existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SBCTA Property or any portion thereof, and in connection therewith the right to grant and convey to others, rights and interests to the SBCTA Property or the Premises and in the vicinity of the Improvements, regardless of any effect or impact on the Improvements. LICENSEE shall bear all costs and losses it incurs associated with any modifications to the Improvements necessary to accommodate SBCTA's exercise of any right hereunder. This LICENSE is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SBCTA Property now or hereafter. This LICENSE is executed and delivered by SBCTA without any warranty of title, express or implied, and the words "grant" or "convey" as used herein shall not be construed as a warranty of title or a covenant against the existence of any such title exceptions.

### 24. ABANDONMENT

Should LICENSEE at any time abandon the use of the Improvements or the Premises, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this LICENSE shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SBCTA shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this LICENSE.

### 25. GENERAL PROVISIONS

- 25.1. Notices. All notices and demands which either of the Parties is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to the other Party at its address set forth in the Basic License Provisions. Either of the Parties may change its address for the receipt of notice by giving written notice thereof to the other Party in the manner herein provided. Notices shall be effective only upon receipt by the Party to whom notice or demand is given.
- 25.2. Governing Law. This LICENSE shall be governed by the laws of the State of California.
- 25.3. Binding Effect. The terms, provisions and covenants and conditions contained in this LICENSE shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. If more than one person executes this

- LICENSE as LICENSEE, then each shall be jointly and severally liable for all obligations of LICENSEE hereunder.
- 25.4. No Third Party Beneficiaries. This LICENSE is not intended by either party to confer any benefit on any third party other than the constituent members of SBCTA, including without limitations any broker, finder, or brokerage firm.
- 25.5. Severability. If any term, covenant, condition or provision of this LICENSE, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this LICENSE, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 25.6. Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SBCTA that is not paid when due shall bear interest, beginning on the 31<sup>st</sup> date of when due, without demand, at the maximum rate then allowable by law. Such interest will be due SBCTA as it accrues. Payment of such interest shall not excuse or cure any default by LICENSEE under this LICENSE, provided, however, that interest shall not be payable on late charges incurred by LICENSEE..
- 25.7. Captions. The captions included in this LICENSE are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this LICENSE or any provision hereof, or in any way affect the interpretation of this LICENSE.
- 25.8. Survival of Obligations. All obligations of LICENSEE hereunder not fully performed as of the expiration or earlier termination of the Term of this LICENSE shall survive the expiration or earlier termination of this LICENSE, including without limitation all indemnity and defense obligations, all payment obligations with respect to Fees and all obligations concerning the condition of the SBCTA Property and the Improvements.
- 25.9. Waiver of Covenants or Conditions. The waiver by either Party of any term, covenant, agreement or condition under this LICENSE shall not invalidate this LICENSE, nor shall it be considered a waiver by it of any other covenant or condition or of the same covenant or condition in another instance. To the extent patterns of practice between the Parties are inconsistent with the terms of this LICENSE, such patterns of practice shall not waive in part or in full SBCTA's right to insist upon strict accordance with any of the provisions of this LICENSE. The subsequent acceptance of payments hereunder by SBCTA shall not be deemed to be a waiver of any preceding breach by LICENSEE of any provisions, covenant, agreement or condition of this LICENSE, other than the failure of LICENSEE to pay the particular payment so accepted, regardless of SBCTA's knowledge of such preceding breach at the time of acceptance of such payment.
- 25.10. Effective Date/Nonbinding Offer. Submission of this LICENSE for examination or signature by LICENSEE does not constitute an offer of or option for a license, and it is not effective as a license or otherwise until executed and delivered by both SBCTA and LICENSEE. Each individual executing this LICENSE on behalf of SBCTA or LICENSEE represents and warrants to the other Party that he or she is authorized to do so.

- 25.11. Assignment. This LICENSE and the license granted herein are personal to the LICENSEE. LICENSEE shall not assign or transfer (whether voluntary or involuntary) this LICENSE in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SBCTA, which may be withheld in SBCTA's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and be a material breach of this LICENSE, which gives SBCTA the right to immediately terminate this LICENSE and seek all other available remedies for breach. Notwithstanding the foregoing, LICENSEE may, with SBCTA's consent, assign or transfer this LICENSE to any entity that it controls, is controlled by, or is under common control with LICENSEE.
- 25.12. Entire Agreement; Amendments. This LICENSE, including all attached Exhibits, constitutes the entire agreement between the Parties and supersedes all prior verbal or written agreements and understandings between the Parties with respect to the items set forth in this LICENSE. The Parties each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by either SBCTA or LICENSEE, or anyone acting on behalf of SBCTA or LICENSEE, other than those contained in this LICENSE. No amendments, changes, revisions, or discharges, at any time in whole or in part, of this LICENSE shall be binding upon the Parties unless they are in writing and executed by the Parties.
- 25.13. Attorneys' Fees. If either SBCTA or LICENSEE commences or engages in, or threatens to commence or engage in, an action by or against the other party arising out of or in connection with this LICENSE or the Premises, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith. If SBCTA becomes involved in any action, threatened or actual, by or against anyone not a party to this LICENSE, but arising by reason of or related to any act or omission of LICENSEE or LICENSEE's Parties, LICENSEE agrees to pay SBCTA's reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith.
- 25.14. Nondiscrimination. LICENSEE certifies and agrees that all persons employed by LICENSEE and LICENSEE's affiliates, subsidiaries, or holding companies, and any contractors retained by LICENSEE with respect to the Premises, are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.
- 25.15. Further Acts. LICENSEE agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this LICENSE, including, at SBCTA's sole discretion, the relocation of the Improvements and the license granted hereby.
- 25.16. Time of Essence. Time is of the essence for this LICENSE.

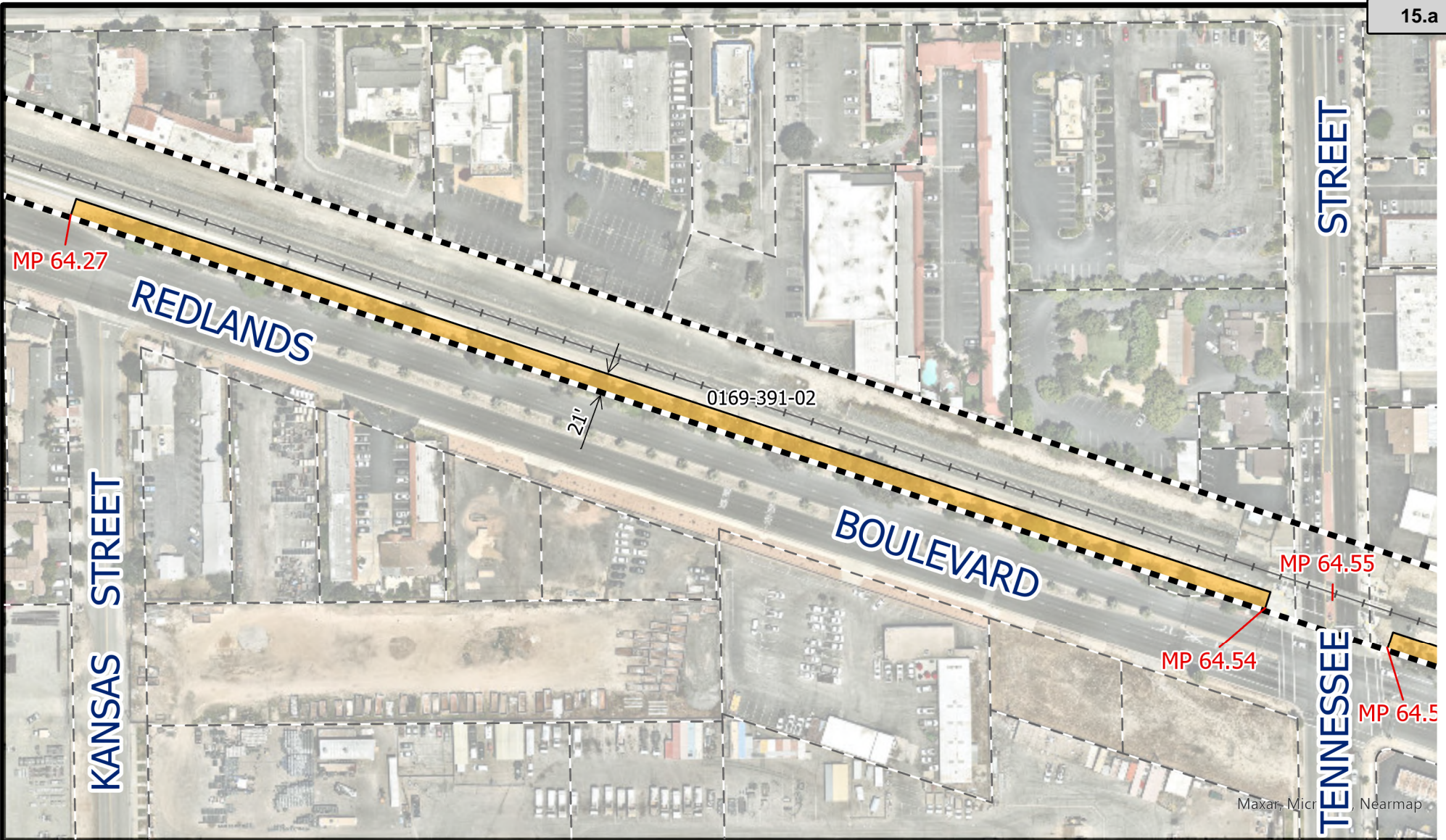
- 25.17. Certificates. LICENSEE agrees from time to time within thirty (30) days after request of SBCTA, to deliver to SBCTA, or SBCTA's designee, an estoppel certificate stating that this LICENSE is in full force and effect, the date to which all applicable payments have been paid, the unexpired Term of this LICENSE and such other matters pertaining to this LICENSE as may be requested by SBCTA.
- 25.18. Security Measures. LICENSEE hereby acknowledges that the payments payable to SBCTA hereunder do not include the cost of guard service or other security measures, and that SBCTA shall have no obligation whatsoever to provide same. LICENSEE assumes all responsibility for the protection of LICENSEE, LICENSEE's Parties and their property from acts of third parties.
- 25.19. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this LICENSE.
- 25.20. No Recording. LICENSEE shall not record or permit to be recorded in the official records of the county where the Premises are located, this LICENSE, any memorandum of this LICENSE or any other document giving notice of the existence of this LICENSE or the license granted hereby.
- 25.21. Flagmen. Where applicable, as a part of or in addition to all other safety obligations, LICENSEE shall maintain, at LICENSEE's expense, competent flagmen to protect and control movement of vehicles and equipment of LICENSEE or any other user of the Premises while upon the Premises, consistent with any applicable laws and regulations regarding work protection, including the rules and policies of SBCTA and/or any railroad operator having rights to utilize any affected or adjacent railroad tracks.
- 25.22. Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein. To the extent that any additional provisions in Exhibit "D" conflict with the provisions contained in this Part II, Standard License Provisions, the provisions in Exhibit "D" shall control.
- 25.23. Counterparts. This LICENSE may be executed in counterparts, which constitute one document. The parties shall execute this LICENSE in duplicate and intend each countersigned original to have identical legal effect.
- 25.24. Supersedure. That certain (Wire Line) (License) Agreement between \_\_\_\_\_ (predecessor in interest to \_\_\_\_\_) Document Number \_\_\_\_\_, and The Atchison, Topeka and Santa Fe Railway Company (predecessor in interest to Burlington Northern Santa Fe Railway Company)/Southern Pacific Company (predecessor in interest to Union Pacific Railroad) Document Number \_\_\_\_\_, which was made and entered into on \_\_\_\_\_ by and between LICENSEE and The Atchison, Topeka and Santa Fe Railway Company

(predecessor in interest to Burlington Northern Santa Fe Railway Company) /Southern Pacific Company (predecessor in interest to Union Pacific Railroad), as predecessor in interest to SBCTA, together with all supplements, amendments, revisions and modifications thereto.



**EXHIBIT "A"**  
**MAP/SITE DEPICTION**

Attachment: 25-1003231 (11178 : License Agreement No. 25-1003231 - Property One, LLC)



License Agreement - Property One, LLC

**Exhibit "A" - MAP**

APN 0169-391-02	Nearest Cross Street Tennessee Street	City/Community Redlands
ATSF Milepost 64.55	Branch/Line San Gabriel	Agreement Type License
Grade Type Underground	Orientation Longitudinal	Contract Number 25-1003231

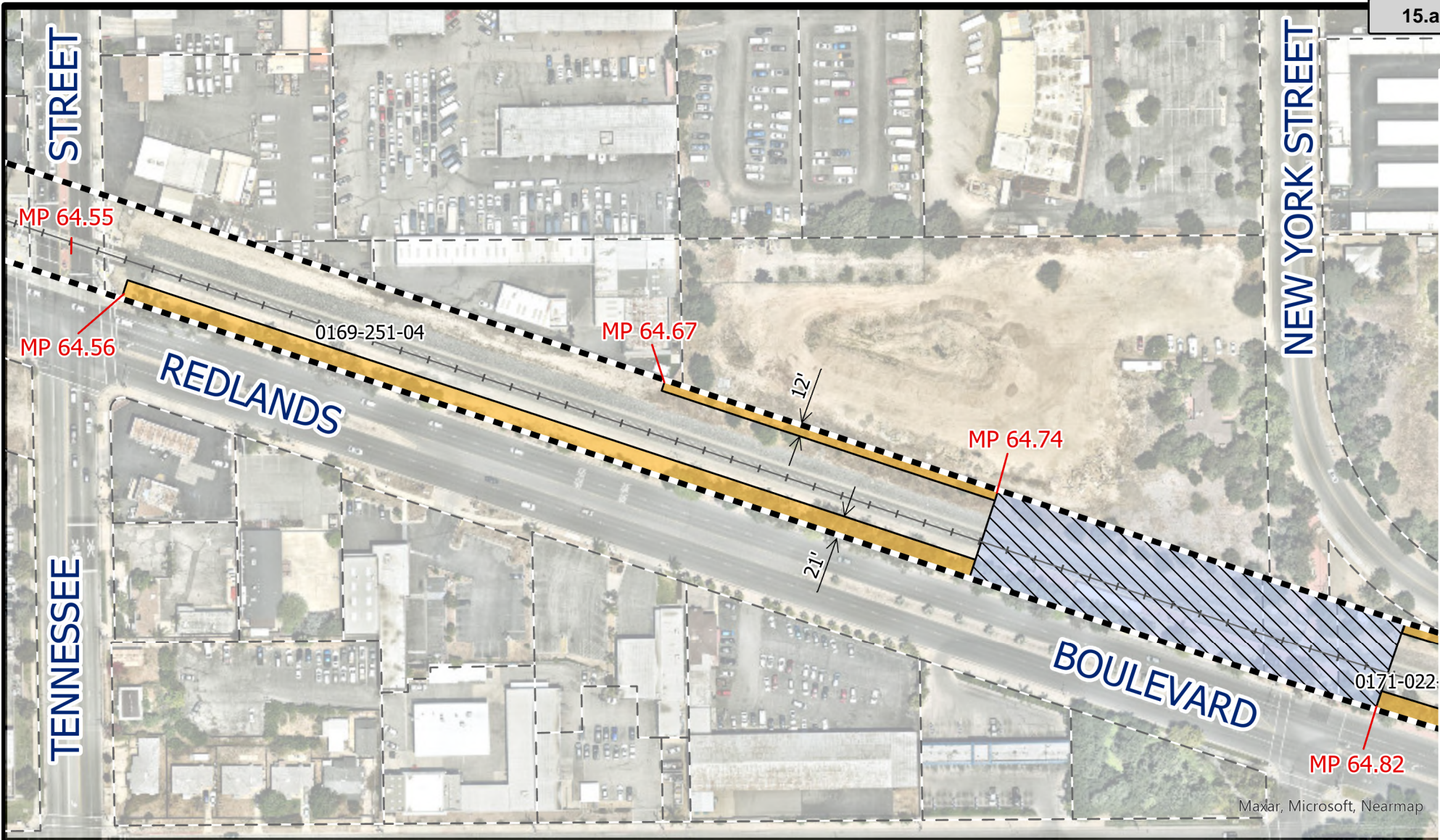


**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, Ca 92410-1715

**N**

- SBCTA Right of Way
- MainTrack
- - - Parcel Boundaries
- License Area

Attachment: 25-1003231 (11178 : License Agreement No. 25-1003231 - Property One, LLC)



License Agreement - Property One, LLC

**Exhibit "A" - MAP**

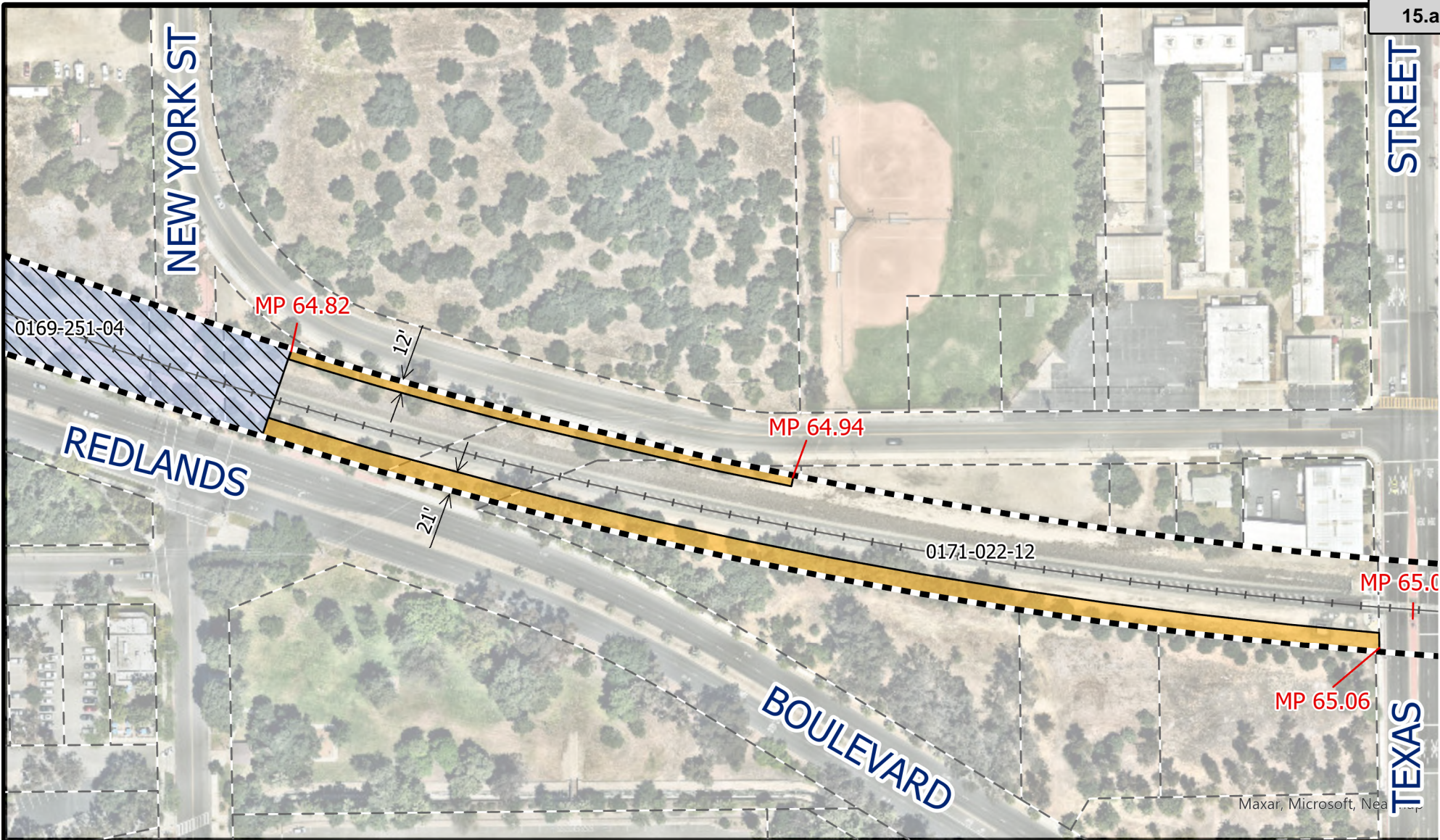
APN	Nearest Cross Street	City/Community
See Map	New York Street	Redlands
ATSF Milepost	Branch/Line	Agreement Type
64.82	San Gabriel	License
Grade Type	Orientation	Contract Number
Underground	Longitudinal	25-1003231



**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, Ca 92410-1715

- SBCTA Right of Way
- MainTrack
- Parcel Boundaries
- ESRI Station Area
- License Area

Attachment: 25-1003231 (11178 : License Agreement No. 25-1003231 - Property One, LLC)



License Agreement - Property One, LLC

**Exhibit "A" - MAP**

APN	Nearest Cross Street	City/Community
0171-022-12	Texas Street	Redlands
ATSF Milepost	Branch/Line	Agreement Type
65.07	San Gabriel	License
Grade Type	Orientation	Contract Number
Underground	Longitudinal	25-1003231



**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

1170 W. 3rd Street, 2nd Floor  
San Bernardino, Ca 92410-1715

**N**

- SBCTA Right of Way
- MainTrack
- Parcel Boundaries
- ESRI Station Area
- License Area



# Property One, LLC - Landscape Maintenance Areas

## Map 1 of 2

All vehicles, equipment, and materials will be a minimum of 25' away from the nearest track, will be secured to prevent unauthorized movement, and will not block the visibility of any railroad signals, signs or equipment on the ROW. All vehicle, equipment, and material crossings will be made at a public railroad crossing. Vehicles, equipment and materials will not be allowed to be stored on the ROW. Traffic Control is not a part of this permit. Any traffic control near the Tennessee & W. Redlands Blvd intersection will need Metrolink review.

- Maintenance Area
- Metrolink Fence
- Property Lines
- Staging Area
- Irrigation Line



MILEPOST 64.29

Tennessee Street





W. Redlands Blvd

MILEPOST 64.56

400'

# Property One, LLC - Landscape Maintenance Areas

## Map 2 of 2

-  Irrigation Line
-  Maintenance Area
-  Property Lines
-  Staging Area (Street Parking)

All vehicles, equipment, and materials will be a minimum of 25' away from the nearest track, will be secured to prevent unauthorized movement, and will not block the visibility of any railroad signals, signs or equipment on the ROW. All vehicle, equipment, and material crossings will be made at a public railroad crossing. Vehicles, equipment and materials will not be allowed to be stored on the ROW. Traffic Control is not a part of this permit. Any traffic control near the Tennessee & W. Redlands Blvd intersection will need Metrolink review.

**EXHIBIT “B”**

**INSURANCE REQUIREMENTS FOR LICENSE AGREEMENT**

Attachment: 25-1003231 (11178 : License Agreement No. 25-1003231 - Property One, LLC)

## Exhibit "B"

**INSURANCE REQUIREMENTS**

1. AGREEMENT shall mean the license to which this Exhibit is attached. WORK shall mean any activity or use permitted under the AGREEMENT. The holder of the AGREEMENT is hereinafter referred to as PERMITTEE. PERMITTEE shall at all times during the term of the AGREEMENT or for such other periods as required herein, procure and maintain broad form insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the use of SBCTA property hereunder by the PERMITTEE, its agents, representatives, employees, or subcontractors, with coverage at least as broad as the following minimum requirements specified below. Selected subparagraphs to this Paragraph 1 shall apply:

1.1.  Worker's Compensation/Employer's Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the WORK by PERMITTEE, any subcontractor of any tier. All subcontractors of any tier performing any portion of the WORK for PERMITTEE shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of PERMITTEE and all parties named as Indemnitees by the AGREEMENT. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

1.2.  Commercial General Liability. The policy must include the following:

- PERMITTEE shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**. If the AGREEMENT value is equal to or in excess of \$25,000,000, then the combined limit of liability shall be no less than **\$25,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in the AGREEMENT), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - \$2,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
  - If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.



All subcontractors of any tier performing any portion of the WORK for PERMITTEE shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subcontractors' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

1.2.1.  Contractual Liability – Railroads. The CGL policy shall not exclude coverage of contractual liability relating to railroads or shall be endorsed by ISO Form CG 24 17, or equivalent acceptable to SBCTA, to remove such exclusions to coverage.

1.3.  Umbrella/Excess CGL. The policy must include the following:

- If the PERMITTEE elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
  - The umbrella or excess policy shall follow form over the PERMITTEE's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
  - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
  - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
  - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees in the AGREEMENT.

1.4.  Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000 each accident**. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with Section 1.3 (Umbrella/Excess CGL), above.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the WORK.
- Combined Bodily Injury and Property Damage Liability insurance

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

1.5.  Pollution Liability The policy must include the following:

- \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate
- If the WORK involves mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- If the WORK involves lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.

1.6.  Railroad Protective Liability Insurance: Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of SCRRA with respect to the operations they or any of their subcontractors perform on the Property. Minimum Limits: **\$2 million per occurrence**, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply. If providing coverage on the London claims-made form, the following provisions shall apply:

- The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:
  - It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

In cases of low hazard activity and insignificant risk to rail facilities, and if the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Contractor are explicitly notified, trained, and supervised such that they are not permitted to have any contact with the track or its related improvements, the Railroad Protective Liability Insurance requirement may be waived by SBCTA, or its designated representative, in SBCTA's sole and absolute discretion, where SBCTA's agreements and obligations with rail operators allow it.

## 2. General Provisions

- 2.1. Qualifications of Insurance Carriers. If policies are written by insurer carriers authorized and admitted to do business in the state of California, then the insurer carriers must have a current A.M. Best rating of A-VIII or better. If policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.
- 2.2. Additional Insurance Coverage. All policies, except those for Workers' Compensation insurance, shall be endorsed by ISO Form CG 20 36, or if not available, then ISO Form CG 20 35, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the PERMITTEE permitted under this AGREEMENT, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
- 2.3. Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any WORK, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in the AGREEMENT together with Exhibit B; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, PERMITTEE shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

- 2.4. Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. At the option of SBCTA, if the deductible or SIR is greater than \$50,000 or five (5) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.
- 2.5. PERMITTEE's and Subcontractors' Insurance will be Primary. All policies required to be maintained by the PERMITTEE or any subcontractor with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of PERMITTEE's nor subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 2.6. Waiver of Subrogation Rights. To the fullest extent permitted by law, PERMITTEE hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, PERMITTEE shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. PERMITTEE shall require all of the policies and coverages required in Exhibit B to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit PERMITTEE from waiving the right of subrogation prior to a loss or claim.
- 2.7. Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, PERMITTEE will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, PERMITTEE will provide SBCTA ten (10) days prior written notice. In any event, PERMITTEE will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which PERMITTEE receives within one business day after PERMITTEE receives it by submitting it to SBCTA at procurement@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of the AGREEMENT.
- 2.8. Enforcement. SBCTA may take any steps as are necessary to assure PERMITTEE's compliance with its insurance obligations as identified within the AGREEMENT and / or Exhibit B. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the PERMITTEE fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the PERMITTEE or

withhold such expense from amounts owed PERMITTEE, or terminate the AGREEMENT. The insurance required or provided shall in no way limit or relieve PERMITTEE of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnites named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve PERMITTEE for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve PERMITTEE, or any subcontractor of any tier, of their obligations to exercise due care in the performance of their duties in connection with the WORK, and to complete the WORK in strict compliance with the AGREEMENT.

- 2.9. No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of Exhibit B shall not act as a waiver to enforcement of any of these provisions at a later date.
- 2.10. Contractors and Subcontractors Insurance. Insurance required of the PERMITTEE shall be also provided by subcontractors, or by PERMITTEE on behalf of all subcontractors, to cover WORK, performed by said subcontractors, permitted under the AGREEMENT. PERMITTEE may reduce types and the amounts of insurance limits provided by subcontractors to be proportionate to the amount of the subcontractor's contract and the level of liability exposure for the specific type of work performed by the subcontractor. PERMITTEE shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subcontractor.
- 2.11. Higher limits. If PERMITTEE maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by PERMITTEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 2.12. Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**EXHIBIT “C”**

**PERMITTED HAZARDOUS MATERIAL**

No hazardous material is permitted to be used or stored on Premises.

Attachment: 25-1003231 (11178 : License Agreement No. 25-1003231 - Property One, LLC)

**EXHIBIT “D”**  
**ADDITIONAL REQUIREMENTS**

Attachment: 25-1003231 (11178 : License Agreement No. 25-1003231 - Property One, LLC)

**ADDITIONAL REQUIREMENTS**

The following Additional Requirements are imposed on the Tenant/Licensee/Permittee and all of its contractors, subcontractors, employees, laborers or other persons performing any work upon SBCTA property on behalf of Tenant/Licensee/Permittee, and are made part of the terms of the Lease/License/Permit to which this Exhibit D is attached (“Agreement”).

As used hereinafter, the term “Contractor” shall include the Tenant/Licensee/Permittee and each and every one of its contractors, subcontractors, employees, laborers, agents or other persons performing any work upon SBCTA property on behalf of Tenant/Licensee/Permittee; and the term “railroad operator” or “operating railroad” shall mean Southern California Regional Rail Authority (SCRRA), Burlington Northern Santa Fe Railroad Railway Company (BNSF) and/or any other railroad company or rail carrier having operating rights over rail lines owned or controlled by SBCTA.

Contractor shall fully comply with each and every one of the Additional Requirements below which is in any way applicable to the type of use, construction, installation or facility allowed under the Contractor’s Agreement and approved by SBCTA as required thereunder (“Permitted Use”). The inclusion of an Additional Requirement below that is not in any way applicable to the Contractor’s Permitted Use shall not imply any right, permission or consent to expand the Permitted Use in any way.

1. Contractor agrees to execute and deliver to each railroad operator prior to commencing any work within the rail right-of-way, a railroad Right of Entry Agreement which will include agreement to abide by each railroad operator’s rules and requirements for construction on railway property. Contractor shall secure approval from SBCTA and each railroad operator of the design of any structures and facilities prior to commencing work on their construction or installation.
2. Contractor will acquire and comply with any and all additional permits required by the railroad operator(s), affected public utilities and/or by any government agency having jurisdiction. Any permit fees, inspection fees, flagging fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, and any labor expenses for the installation or maintenance of any permitted improvements are the Contractor’s sole responsibility. Fully conformed copies of all permits are to be provided to SBCTA. Additional permits required of the Contractor may include but are not limited to encroachment permits, Storm Water Pollution Prevention Plans, environmental permits, temporary use permits, regulatory permits and third party utility permits. Contractors shall have all original executed agreements and permits on hand while on site and will present them on demand of representative of SBCTA and/or the railroad operator(s). Prior to the commencement of work, the contractor shall submit to SBCTA for review and approval, a description of the work process including a detailed schedule of all work activities to be carried out on SBCTA property.

SCRRA’s Right of Way Engineers Office - (909) 394 - 3418;

BNSF’s Roadmaster Office - (909) 386 - 4061

Attachment: 25-1003231 (11178 : License Agreement No. 25-1003231 - Property One, LLC)

3. Contractor at its sole cost and expense shall obtain and maintain, in full force and effect, insurance, as required by SBCTA and the railroad operator(s) during the entire construction period. The Contractor shall furnish copies of the insurance certificates to SBCTA and all affected railroad operators.
4. Contractor agrees to comply with instructions of SBCTA and each railroad operator's Employee-In-Charge (EIC) and other representatives in relation to the proper manner of protection of the tracks and the traffic moving thereon, pole lines, signals and other property of SBCTA or its member agencies, tenants or licensees at or in the vicinity of the work, and shall perform the work at such times as not to endanger or interfere with safe and timely operations of railroad operators or of SBCTA's track and other facilities.
5. Contractor will call the appropriate operating railroad to arrange for flagging services a minimum of fifteen (15) working days prior to beginning work. Although every effort is made to accommodate schedules, prior notification does not guarantee the availability of protective/flagging services for the proposed date of work. The SCRRA/BNSF flagman/EIC has sole authority to protect safe railroad operations and infrastructure, therefore, only they and their representatives are permitted to perform flagging operations within the railroad right-of-way. At all times the contractor shall follow the flagman/EIC's direction. Contractor's work may not proceed in the absence of a flagman in accordance with applicable rules. At no time shall any contractor be permitted to cross any track or place or maintain any personnel or equipment within the railroad right-of-way without the permission of the railroad flagman.

SCRRA's Flagging Office (213) 305-8424

BNSF's Flagging Office (909) 386-4061

6. Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete SCRRA's/BNSF's Third Party Safety Training course, which is required for all work near or within the railroad right-of-way. Evidence of training must be supplied upon request of SBCTA and its representatives. No work may commence on the railroad right-of-way until this training has been completed. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the SCRRA/BNSF flagman/EIC.
7. Contractor shall be responsible for the location and protection of any and all surface, sub-surface, and overhead lines, structures and improvements. Contractor shall not damage, destroy or interfere with any existing encumbrances, licenses and rights (whether public or private), granted upon or relating to the railroad right-of-way. It shall be the Contractor's responsibility to contact Underground Alert and locate all underground facilities prior to the commencement of construction. At the same time, the contractor shall notify the operating railroad for signal and communications cables and conduits mark-outs. Contractor shall obtain permission from the owners of any fiber optic, gas, electrical, water, oil or other lines which may be impacted by work on or any use of the Premises by Contractor.

SCRRA Signal Department (909) 592-1346

BNSF Signal Department (909) 386-4051



**8. In case of signal emergencies or grade crossing problems, the contractor shall call the following emergency numbers.**

**SCRRA Signal Emergency Department (888) 446-9721**

**BNSF Signal Emergency Department (909) 386-4051**

9. Contractor shall prepare and submit traffic control plan for SBCTA/SCRRA approval for projects that will affect vehicular traffic at an existing highway-rail grade crossing.
10. If SBCTA or any of its associated rail entities or railroad operators deem it necessary in the future, to modify, or to build additional, track or tracks or other facilities in connection with the operation of its railroad, at the request of SBCTA, contractor shall modify, at its own expense, any or all of its permitted facilities to conform to the rail facilities.
11. Both Contractor and SBCTA acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Contractor's needs will be the sole responsibility and at the sole cost of the Contractor and subject to SBCTA's and any affected operating railroad's prior review and approval, which may be withheld in SBCTA's or the affected operating railroad's sole and absolute discretion. SBCTA or the affected operating railroad may require that any track removal and/or other work within the right-of-way be done by SBCTA or the railroad operator, respectively, but all such work shall remain at the sole cost of the Contractor, who may be required to deposit the estimated cost plus 25% in advance of the work, subject to refund or additional charge at the conclusion of the work. No permanent structures may be constructed on the premises without SBCTA's prior written approval. Contractor will be responsible for the removal of any or all permitted improvements upon termination of Agreement as directed by SBCTA.
12. Contractor shall pay for any and all utilities for its benefit, security and use.
13. SBCTA makes no warranties as to the suitability of the location for Contractor's intended use, and Contractor assumes all risks as to environmental compliance, zoning, visibility, or any other factors which may affect Contractor's intended use of the premises.
14. Boring of carrier or direct burial utilities by directional boring methods is prohibited.
15. Signs are not permitted on or along the perimeter of the Premises unless such signs were requested and approved under Contractor's original proposal and covered by the required insurance. The contractor shall install permanent signs identifying the location of pipes at the edge of the railroad right-of-way unless within a public grade crossing.
16. Contractor shall not bring upon or use any import soil on the Premises in conjunction with any purposes allowed under this Agreement, until said import soil has been laboratory tested by a certified hazardous waste testing laboratory and the test results have been approved by SBCTA. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as clean soil to the reasonable satisfaction of SBCTA. All soil piles are to be placed on a barrier to prevent intermingling with surface soils.

Attachment: 25-1003231 (11178 : License Agreement No. 25-1003231 - Property One, LLC)

17. Contractor shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking and graffiti and from occupancy by transients/homeless persons or individuals. Contractor shall be fully responsible for all maintenance and maintenance of adjoining SBCTA property that is required or necessary in connection with Contractor's use of Premises.
18. Prior to commencement of construction, the contractor shall submit to SBCTA / SCRRA a plan showing the proposed method of casing installation, construction access, stockpile locations, SWPPP control measures, fencing type and location and a milestone schedule.
19. For pipelines carrying flammable or hazardous materials, the contractor shall adhere to special conditions stated in the Right of Entry (ROE) Agreement.
20. The jacking and receiving pits shall be constructed outside of the railroad right of way unless shown on the SBCTA approved plans and shall not be located between any track and the automatic signal gate arms. The contractor shall layout the proposed jack and bore pits prior to the commencement of work. Only after the SBCTA/SCRRA inspector has approved the layout will the Contractor be allowed to begin work.
21. Contractor shall construct a temporary fence along the railroad right-of-way, or along the edge of pits closest to the track, on both sides of the pit, extending 50-feet in both directions from the pit, and measuring a minimum of 6-feet high. Fences are not required for work at grade crossings. Contractor shall pave the Premises area with asphalt or concrete, when requested, around the entire perimeter of the property as described in the Agreement in Part I and Exhibit "A". Contractor shall be responsible for total expense of fencing and asphalt.
22. All jack and bore operations within the railroad right-of-way shall be performed continuously on a 24-hour basis until work is completed with a SCRRA/BNSF flagman and SCRRA/BNSF inspector present at all times. Should work begin without the flagman and inspector present, the work will be halted and any casing installed will be abandoned in place, pressure grouted full, and capped to the satisfaction of SBCTA.
23. The contractor shall submit to SBCTA/SCRRA for review, drawings and calculations for any shoring that may affect or be influenced by the railroad tracks. All shoring designs shall comply with the requirements of, and be approved by, SBCTA and/or the affected operating railroad. All drawings and calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
24. Prior to commencement of work, the contractor shall submit to SBCTA/SCRRA for review, load calculations for the proposed jacking casing with applied load as defined by Cooper E-80 with a 50% added impact load. The calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
25. Should ground water or loose or unstable soils conditions be encountered during construction, the contractor shall immediately stop work, notify the railroad flagman, provide necessary structural support to track and other railroad structures, and notify the affected operating railroads and SBCTA. It shall be the responsibility of the contractor to make necessary corrections to the construction process to allow for said conditions.
26. All underground utilities under railroad tracks shall be encased in a larger pipe or conduit called the "casing pipe". Said casing pipe shall be installed across the entire width of the

railroad right-of-way and shall extend beyond the right of way a minimum of 10-feet. The top of the casing shall have a minimum depth of 6-feet below the top of tie and a minimum depth of 5-feet below ground surface including bottom of ditches and other low points within the railroad right-of-way. All ends of the casing pipe shall be sealed unless otherwise authorized by SBCTA. Casing and carrier pipes shall be constructed to prevent leakage of any substance. When casing pipes are sealed at each end, vent pipes shall be installed. All casing pipes shall be installed with a minimum slope of 1%. Installation of casing pipes by open trenching is prohibited.

27. Abandoned pipes shall be removed from their casing pipes. The empty casing pipe shall be pressure grouted full for the entire length of the pipe. Should there be no casing pipe; the abandoned pipe shall be pressure grouted full the entire length of the pipe. A SBCTA / SCRRRA inspector must be present during the grouting process.
28. Casing jacking shall adhere to the following requirements:
  - a. This method shall be in accordance with the American Railway Engineering and Maintenance of Way Association recommended practices, Volume 1, Chapter 1, Part 4, "Earth Boring and Jacking Culvert Pipe Through Fills." This operation shall be conducted without hand-mining ahead of the pipe and without the use of any type of boring, augering, or drilling equipment.
  - b. Bracing and backstops and jacks shall be designed and used with sufficient rating so that the jacking can progress without stoppage (except for adding lengths of pipe) until the leading edge of the pipe reaches the receiving pit.
  - c. During jacking, an earth plug 1.5 times the diameter of the casing shall be maintained at all times. Jacking operations shall be continuous on a non-stop, 24-hour per day basis until the jacking operation is completed.
29. Casing boring shall adhere to the following requirements:
  - a. This method consists of pushing the pipe into the fill with a boring auger rotating within the pipe to remove the spoil. When augers or similar devices are used for casing replacement, the front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the casing so that there will be no unsupported excavation ahead of the casing. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than one-half inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material.
  - b. The use of water or other liquids to facilitate casing placement and /or spoil removal is prohibited.
  - c. Plans and descriptions of the auger stop arrangement to be used shall be submitted to SBCTA / SCRRRA for approval prior to commencement of work.

- d. Any method which employs simultaneous boring and jacking or drilling and jacking for pipes over 8-inches in diameter that does not adhere to the above requirements will not be permitted. For casings 8-inches and smaller in diameter, augering or boring without the same requirements may be considered if approved by SBCTA/SCRRA.
- 30. If an obstruction is encountered during installation of the casing pipe that will stop the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations will cease and the pipe shall be abandoned in-place and pressure grouted full before continuing with work. Location, length, and depth of abandoned casing pipes and carrier pipes shall be shown on the as-built drawings.
- 31. Bored or jacked installations shall have a bored-hole diameter essentially the same as the outside diameter of the casing plus the thickness of the protective coating. If voids should develop or if the bored-hole diameter is greater than the outside diameter of the casing pipe, plus coating, by more than approximately 1-inch, grouting or other methods as approved by SBCTA/SCRRA shall be employed to fill such voids.
- 32. Pressure grouting of the soils before or during jacking or boring may be required to stabilize the soil, control water, prevent loss of material, and prevent settlement or displacement of the ground and/or tracks. Grout shall be cement, chemical or other special injection material selected to accomplish the necessary stabilization. The grouting contractor shall be a specialist in the field with a minimum of 5-years continuous experience of successfully grouting soil. Materials to be used and the method of injection shall be prepared by a California licensed Geotechnical Engineer, or by an experienced and qualified company specializing in this work and submitted for approval by SBCTA/SCRRA prior to the commencement of work. Proof of experience and competency shall accompany the submission.
- 33. When water is known or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site and be constantly attended operationally on a 24-hour per day basis until the SBCTA/SCRRA inspector determines their operation can be safely halted. When dewatering, close observation shall be maintained to detect any settlement or displacement of track, ground, or facilities.
- 34. The dewatering system shall lower and maintain the ground water level a minimum of 2-feet below the invert at all times during construction by utilizing well points, vacuum well points, or deep wells to prevent the inflow of water or water and soil into the heading. Ground water observation wells may be required to demonstrate that the dewatering requirements are being complied with.
- 35. The proposed methods of dewatering shall be submitted to SBCTA/SCRRA prior to the commencement of work. The discharge from the dewatering operations in the vicinity of the railroad shall be carefully monitored. Should excessive fine soils particles, pollutants, or hazardous materials or fluids be observed at any time during the dewatering process, the dewatering shall be halted immediately and cannot resume until the unsatisfactory condition is remedied to the satisfaction of the SBCTA/SCRRA inspector.

36. All backfilling shall be at 90% relative dry compaction. For areas within or that affect the railroad right-of-way, the contractor shall submit a compaction report prepared by a California licensed Geotechnical Professional Engineer prior to release of any deposited fund balance.
37. The Contractor shall remove all temporary facilities constructed on the railroad right-of-way, debris, and other items not originally at the site prior to construction and shall notify SBCTA and any affected operating railroad that all construction has been completed. After as-builts have been received, SBCTA inspects the construction site and signs-off the work, SBCTA will release any unused deposit funds it holds. Contractor shall be responsible to arrange refunds due from any affected operating railroads.
38. A minimum of five feet (5') clearance is required above signal and communication lines for overhead crossings.
39. Poles for any use within the railroad right-of-way must be located fifty-feet (50') out from the centerline of the railroad main, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole locations adjacent to industry track must provide at least a ten foot (10') clearance from the centerline of track, when measured at right angles. If located adjacent to curved track, then said clearance must be increased at the rate of 1.5 inches per degree of curved track.
40. Regardless of the voltage, un-guyed poles shall be located a minimum distance from the centerline of any track, equal to the height of the pole above the ground-line plus ten feet (10'). If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.
41. Poles must be located a minimum distance from the railroad signal and communication line equal to the height of the pole above the ground-line or else be guyed at right angles to the lines. High voltage towers (34.5 kV and higher) must be located off railroad right-of-way.
42. Grade crossings or temporary grade crossing must not be installed under or within five-hundred feet (500') of the end of any railroad bridge, or three hundred feet (300') from the centerline of any culvert or switch area.
43. For overhead crossings, complete spanning of the property is encouraged with supportive structures and appurtenances located outside of the railroad property. For electric supply and communication lines, normally the crossing span shall not exceed one-hundred fifty-feet (150') with adjacent span not exceeding 1.5 times the crossing span length. For heavier type construction, longer spans will be considered.
44. To ensure that overhead crossings are clear from contact with any equipment passing under such wires, communication lines shall be constructed with a minimum clearance above top of rail of twenty-eight feet (28').. Electric lines must have a fluorescent ball marker on low wire over centerline track.
45. The utility owner will label the poles closest to the crossing with the owner's name and telephone number for emergency contact.
46. Overhead flammable and hazardous material lines are prohibited.

- 47. Because inductive interference from certain types of lines have the potential to disrupt the railroad signal and communication systems causing failures with the signals, communication, and at-grade crossing warning devices, . SBCTA may require that an inductive coordination study be performed prior to approval of the permitted use at the expense of the utility owner for proposed electrical lines crossing tracks.
- 48. Joint-use construction is encouraged at locations where more than one utility or type of facility is involved. However, electricity and petroleum, natural gas or other flammable materials shall not be combined.

Contract	SBCTA

Initials

Attachment: 25-1003231 (11178 : License Agreement No. 25-1003231 - Property One, LLC)

## *Minute Action*

AGENDA ITEM: 16

**Date:** *January 8, 2025*

**Subject:**

City of Upland Pacific Electric Trail License on Baldwin Park Branch Right-of-Way

**Recommendation:**

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

- A. Adopt Resolution No. 25-057, reaffirming that the Baldwin Park Branch Right-of-Way (ROW) is reserved for future transportation facility use.
- B. Approve Amendment No. 2 to SBCTA License Agreement No. 25-1003216 with the City of Upland for the Pacific Electric Trail located within the Baldwin Park Branch ROW.

**Background:**

San Bernardino County Transportation Authority (SBCTA) Policy No. 31602 regarding grants of use on SBCTA property, requires that the Executive Director find that the proposed use does not create a park or recreational use of the SBCTA property subjecting the SBCTA property to Section 4(f) as set forth in 49 USC §303, 23 USC §138, and/or 23 CFR §774, or otherwise change the nature of the primary use of SBCTA's property. Section 4(f) refers to the original section in the U.S. Department of Transportation Act of 1966, which provided for consideration of park and recreation lands, wildlife, and waterfowl refuges, and historic sites during transportation project development. Section 4(f) stipulated that federal agencies cannot approve the use of land from a significant publicly owned public park, recreation area, wildlife or waterfowl refuge, or any significant historic site unless, there is no feasible and prudent alternative to the use of land, and the action includes all possible planning to minimize harm to the property resulting from use. Justice Thurgood Marshall, writing for the United States Supreme Court in *Citizens to Preserve Overton Park v. Volpe*, held that Section 4(f) "is a plain and explicit bar to the use of federal funds for construction of highways through parks; only the most unusual situations are exempted."

In response to a request received from the City of Upland, SBCTA staff sent the City of Upland (City) a letter, in May of 2022, sharing the opinion that a proposed trailhead/urban plaza concept appurtenant to a prefabricated restroom facility, located on the Baldwin Park Branch Right-of-Way (ROW) between Second Avenue and Third Avenue in Downtown Upland, would benefit members of the public using the Pacific Electric Trail and the use would fall within the existing license agreement for the construction, maintenance, and use by the public of a bikeway and pedestrian walkway and associated landscaping and appurtenances. Staff's opinion was based on the express understanding that any and all improvements could and would be relocated to the extent they might conflict with the implementation of passenger rail service within a 45-foot rail reservation area, identified in the Pacific Electric Inland Empire Trail Master Plan (November 2000), at such time as a project to implement passenger rail service within the Baldwin Park Branch ROW. At the time SBCTA staff sent the letter, it had no knowledge of any plan by the City to design the trailhead/urban plaza to be a park within the meaning of Section 4(f).

More recently, upon close review of the City's actions to advance the development of the urban plaza, SBCTA concluded that the urban plaza could constitute a park, thus subjecting SBCTA's

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

January 8, 2025

Page 2

Baldwin Park Branch ROW to Section 4(f), which could preclude or make difficult implementation of rail service on the Baldwin Park Branch ROW.

Staff sought an outside legal opinion regarding the proposed urban plaza and the interaction with Section 4(f). As a consequence of that consultation, staff is advised that 23 CFR §774.11(h) (“Subsection (h)”) provides an exception to 4(f) which can apply here. The exception in Subsection (h) applies when a “property formally reserved for a future transportation facility temporarily functions for park [or] recreation . . . purposes in the interim, . . . regardless of duration.” Staff recommends the following actions:

- That SBCTA and the City each independently adopt resolutions affirming that the Baldwin Park Branch ROW is designated for a future transportation use and that other uses, such as the urban plaza, are interim uses only.
- That SBCTA and the City formally amend the bikeway and pedestrian walkway license agreement, known as SBCTA Contract No. 25-1003216, to reference each agency’s respective resolutions affirming that the property is for transportation use and explicitly identifying the urban plaza as an interim use that will be discontinued at such time the property is developed for its ultimate transportation use.
- That the amended license specifically addresses the urban plaza as an improvement subject to an exception to Section 4(f), found in 23 CFR §774.11(h), and that the urban plaza is not “significant” as defined in Section 4(f), and that the City agrees and acknowledges that SBCTA is relying on the City’s representations in entering into the amended license and that the City will not later dispute these representations.
- That signs are posted within the urban plaza stating that the plaza is located pursuant to a license agreement and that the land is for a future transportation use.

Ultimately, the recommended actions put the public on notice that the Baldwin Park Branch ROW is a transportation corridor and that one should expect there to be a future project implementing the ultimate transportation use of the property; however, consideration should be given to the fact that public opinion in twenty, fifty, or a hundred years from now may not understand the park they have enjoyed for so many years to be an “interim use,” as well as the risks that a court might find that 23 CFR §774.11(h) does not apply to the Baldwin Park Branch ROW or the regulations which provide for the exception may change in the future.

~~As of the publication of this staff report, consideration of the subject license agreement amendment and the City of Upland’s companion Resolution No. 6810 is scheduled for December 9, 2024.~~ **The City of Upland unanimously approved the subject license agreement amendment and the City of Upland’s companion Resolution No. 6810, on the consent calendar, at their December 9, 2024 meeting.**

***Financial Impact:***

The zero dollar license agreement is included in the adopted Budget for Fiscal Year 2024/2025 in Program 30, Transit, Task 0313 Transit Right-of-Way Management.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 12, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item, the draft resolution, and the draft amendment.

***Responsible Staff:***

Ryan Aschenbrenner, Right of Way Manager  
San Bernardino County Transportation Authority



Board of Directors Agenda Item  
January 8, 2025  
Page 3

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Approved  
Board of Directors  
Date: January 8, 2025  
Witnessed By:

San Bernardino County Transportation Authority

**RESOLUTION NO. 25-057**

**RESOLUTION OF THE BOARD OF DIRECTIONS OF THE SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY AFFIRMING RESERVATION OF PACIFIC ELECTRIC  
TRAIL FOR FUTURE TRANSPORTATION USE**

**WHEREAS**, SBCTA purchased the railroad right of way known as the Baldwin Park Branch (San Bernardino County) (the "ROW") from the Southern Pacific Transportation Company in 1991, pursuant to Instruments 1991-0130995 and 1991-0130996, recorded April 19, 1991, in Official Records of the County of San Bernardino, State of California; and

**WHEREAS**, SBCTA's policy concerning the ROW is that it is intended for rail transit purposes and, although immediate implementation of rail services is not planned, SBCTA does not wish to permit any activity which would either preclude or make difficult the future implementation of rail service on the ROW; and

**WHEREAS**, SBCTA's policy concerning the ROW encourages compatible uses within the right of way which further public purposes and improve the quality of life; and

**WHEREAS**, SBCTA and the Cities of Claremont, Montclair, Upland, Rancho Cucamonga, Fontana, and Rialto (the "CITIES") developed the Pacific Electric Inland Empire Trail Master Plan, dated November 2000, as a planning document for trail use within the ROW which maximizes the quality and benefit to communities and minimizes maintenance requirements, while maintaining a 45-foot-wide area reserved for future rail corridor; and

**WHEREAS**, SBCTA entered into use agreements for portions of the ROW with the CITIES which allow the CITIES to locate and maintain trail improvements within the ROW; and

**WHEREAS**, SBCTA has always taken the position that the ROW is reserved for future transportation facilities and any function for park or recreation purposes in the interim are interim uses only, regardless of duration.

**NOW, THEREFORE, BE IT RESOLVED:**

1. SBCTA formally reaffirms that the Baldwin Park Branch right of way purchased from the Southern Pacific Transportation Company, as more particularly described in Instruments 1991-0130995 and 1991-0130996, recorded on April 19, 1991, in Official Records of the County of San Bernardino, is reserved for use as a future transportation facility and any other uses of the property are interim uses only.
2. SBCTA declares that any activities or uses of the aforementioned Baldwin Park Branch right of way for park or recreation purposes are interim activities which, regardless of duration, will not subject the property to Section 4(f), as described in Title 23, Chapter I, Subchapter H, Part 774, Section 774.11, Subsection (h) of the Code of Federal Regulations (23 CFR 774.11(h)).

Adopted by the San Bernardino County Transportation Authority on January 8, 2025, by the following votes:

- AYES:
- NOES:
- ABSTAINED:
- ABSENT:

\_\_\_\_\_  
Ray Marquez, Board President  
San Bernardino County Transportation Authority

ATTEST:

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

Attachment: Resolution 25-057 (11179 : City of Upland Pacific Electric Trail License on Baldwin Park Branch Right-of-Way)



**LICENSE AMENDMENT No. 2**

For SBCTA Contract No. 25-1003216 (File: RBPK001855)

This AMENDMENT is made and entered into as of the date executed by SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, formed and existing pursuant to Public Utility Code §§130800 et seq. ("SBCTA"), and the City of Upland, a city municipality ("LICENSEE").

**RECITALS:**

SBCTA and LICENSEE are parties to a license agreement commencing September 1, 2003, known to SBCTA as Contract No. 25-1003216 (File: RBPK001855), together with the first amendment agreement thereto, dated January 14, 2005, being hereinafter referred to as the "Original License", the basic terms of which are provided in Part I thereunder.

The parties desire to modify the Original License as hereinafter provided, effective the date the last Party signs it. Except as specifically amended by this Amendment, all other provisions of the Original License shall remain in full force and effect.

**AMENDMENT TERMS:**

It is mutually agreed that the Original License is hereby changed, as follows:

- I. DELETE each instance of "SAN BERNARDINO ASSOCATED GOVERNMENTS" and "SANBAG" and REPLACE with "SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY" and "SBCTA," respectively.
- II. DELETE the preamble preceding Part I Basic License Provisions and REPLACE as follows:

**LICENSE AGREEMENT**

WHEREAS, in 1991 SBCTA purchased the railroad right of way known as the Baldwin Park Branch right of way from the Southern Pacific Transportation Company as one of two alternative rail corridors; and

WHEREAS, SBCTA Resolution No. 25-057 affirms that the Baldwin Park Branch right of way is formally reserved for a future transportation facility; and

WHEREAS, all non-transportation facility uses of the Baldwin Park Branch right of way are interim activities, such that they will not subject the property to Section 4(f) as described in 23 CFR 774.11(h); and

WHEREAS, SBCTA encourages compatible uses within the right of way which further public purposes and improve the quality of life; and

WHEREAS, the City of Upland Resolution No. 6810 acknowledges the Baldwin Park Branch right of way is formally reserved for a future transportation facility and that non-transportation facilities are interim uses.

NOW THEREFORE be it agreed that this LICENSE AGREEMENT ("Agreement") is made and entered into as of September 1, 2003, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, pursuant to California Public Utility Code §§130800 et seq. ("SBCTA"), and the CITY OF UPLAND ("LICENSEE"), upon and in consideration of the agreements, covenants terms, recitals above, and conditions below:"

III. DELETE Part I, Basic License Provisions, Item 2, and REPLACE as follows:

"2. Use of License Property:

Construction, maintenance, and use by the public of a bikeway and pedestrian walkway and associated landscaping and appurtenances, including a trailhead/urban plaza located between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue depicted in Exhibit A-3. LICENSEE's use of the property is an interim activity, subject and subordinate to the formal reservation of the licensed property for a future transportation facility. (§1.1, §10)"

IV. ADD Exhibit A-3, Tom Thomas Magnolia Plaza Plan attached hereto as Attachment 1 and incorporated herein.

[Signatures on following page]

IN WITNESS WHEREOF, this AMENDMENT was duly executed by the LICENSEE and SBCTA on the dates below and is effective as the date executed by SBCTA.

LICENSEE:  
CITY OF UPLAND, a municipal city

SBCTA:  
SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY, a  
county transportation authority pursuant  
to Public Utility Code §§130800 et seq.

By: \_\_\_\_\_  
Name: Bill Velto  
Title: Mayor, City of Upland

By: \_\_\_\_\_  
Name: Ray Marquez  
Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Approved as to Form:

By: \_\_\_\_\_  
Keri Johnson  
City Clerk

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

Approved as to Form:

By: \_\_\_\_\_  
Stephen Deitsch  
City Attorney

Attachment: 25-1003216\_02 (11179 : City of Upland Pacific Electric Trail License on Baldwin Park Branch Right-of-Way)

# ATTACHMENT 1

For SBCTA Contract No. 25-1003216 Amendment No. 2

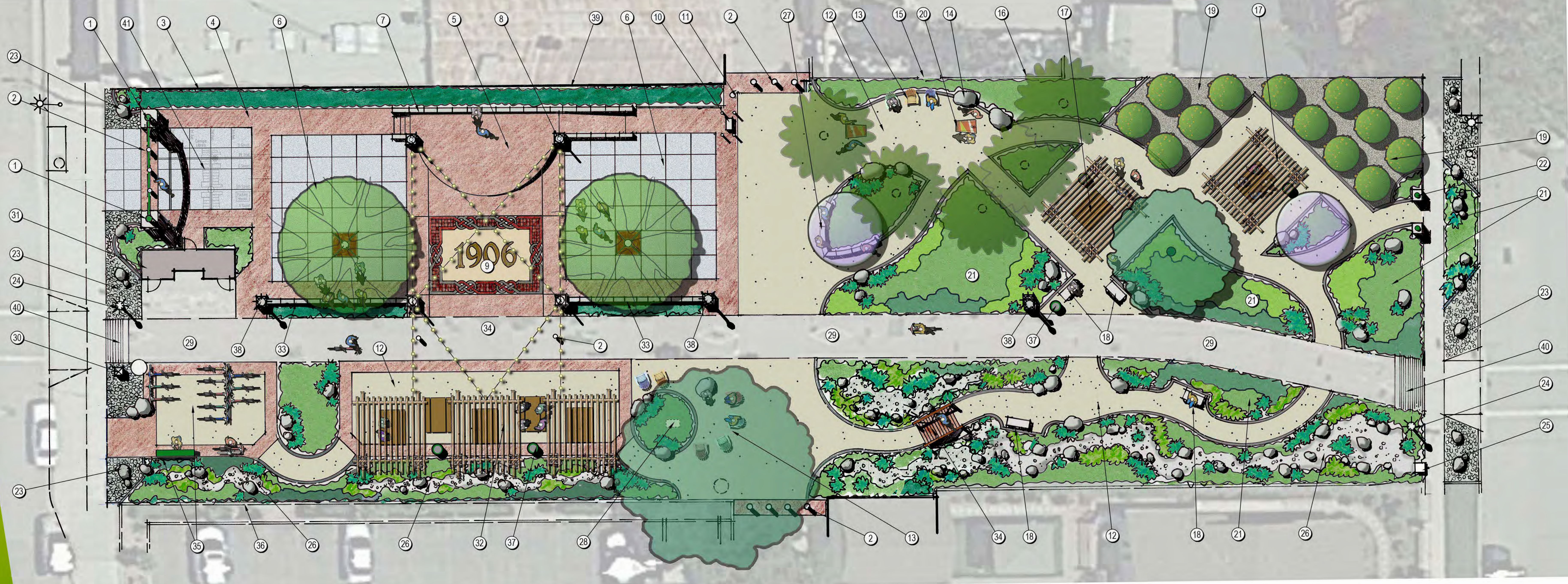
## Exhibit A-3 – Tom Thomas Magnolia Plaza Plan

DRAFT

Attachment: 25-1003216\_02 (11179 : City of Upland Pacific Electric Trail License on Baldwin Park Branch Right-of-Way)



# Attachment 1



### FEATURE LEGEND:

- |   |   |  |
|---|---|--|
| <ul style="list-style-type: none"> <li>① Primary Entry to Plaza with Entry Arched Gateway Signage and Stone Veneered Columns.</li> <li>② Safety / Traffic Control Bollards.</li> <li>③ Existing Building Wall.</li> <li>④ Colored Concrete Paving.</li> <li>⑤ Raised Concrete Platform / Stage for Performances with Accessible Ramp and Stairs (Approx. 500 Sq. Ft.)</li> <li>⑥ Performance Plaza for Gathering with Large Shade Tree and ADA Compliant Tree Grate.</li> <li>⑦ Low Wall with Stone Veneering and Concrete Cap at Stage.</li> <li>⑧ Column Pilaster with Steel Post for Tivoli Lights Support and Connection.</li> <li>⑨ Central Performance Plaza with Commemorative "1906" Bronze Inlay and Decorative / Donor Brick Banding.</li> <li>⑩ Existing Transformer and Bollards to Remain.</li> <li>⑪ Existing Power Pole to Remain.</li> <li>⑫ Stabilized Decomposed Granite Paving with Concrete Curb Edge.</li> <li>⑬ Shaded Passive Seating Area with Adirondack Chair Seating.</li> </ul> | <ul style="list-style-type: none"> <li>⑭ Landscape Boulders / Precast "Pebbles" for Informal Seating.</li> <li>⑮ Existing Private Yard Access Gate to Remain.</li> <li>⑯ Existing Stone Veneered Block Wall to Remain.</li> <li>⑰ Covered Seating Area with Picnic Table and Trash Receptacle.</li> <li>⑱ Bench Seating Area.</li> <li>⑲ Citrus Lemon Grove in Angular Gravel Mulch Layer. Grove Provides Buffering from Existing Private Residential Building.</li> <li>⑳ Cornhole Gaming Area with Concrete Play Boards.</li> <li>㉑ Drought Tolerant / Native Planting with Landscape Boulders.</li> <li>㉒ Secondary Entry Gateway Columns with Signage into Urban Plaza.</li> <li>㉓ Mortared Cobble Paving with Landscape Boulders Strategically Placed for Vehicular Barrier.</li> <li>㉔ Light Post Standard Fixture to Remain.</li> <li>㉕ Existing Stone Veneered Pilaster to Remain.</li> <li>㉖ Dry Streambed / "Rain Garden" with Cobble Stones, Landscape Boulders and Native Plants for Storm Water Infiltration.</li> <li>㉗ Stone Veneered Seatwall with Concrete Cap.</li> </ul> | <ul style="list-style-type: none"> <li>㉘ Existing Utility (Irrigation Backflow) to Remain.</li> <li>㉙ Existing Asphalt Pacific Electric Bike Trail to Remain.</li> <li>㉚ Existing Obelisk Trail Indicator with Directional Plaque to Remain.</li> <li>㉛ Existing Restroom Building with Drinking Fountains to Remain.</li> <li>㉜ Cantilevered Overhead Shade Structures (3 Total) with Picnic Table Seating Beneath.</li> <li>㉝ Low Seat / Barrier Wall with Stone Veneer and Concrete Cap.</li> <li>㉞ Recycled Plastic Wood Pedestrian Bridge.</li> <li>㉟ Bike Station with Bike Rack, Repair Station (Pump / Tools / Etc.) and Trail Head Signage Kiosk.</li> <li>㊱ Existing Concrete Curb / Header.</li> <li>㊲ Trash Receptacle.</li> <li>㊳ New / Relocated Light Post Standard on Column Base.</li> <li>㊴ Citrus Wall Mural on Existing Building Wall for Performance Stage Backdrop.</li> <li>㊵ Tactile Paving Indicators at Bike Path to Slow Traffic Down and Alert Bicyclist.</li> <li>㊶ Optional Etched Paving at Entry Illustrating Historic Points of Interest in Street Map Format.</li> </ul> |
|---|---|--|

### PLANT PALETTE:

**TREES**

- EXISTING OAK TO REMAIN
  - Quercus agrifolia* • Coast Live Oak
- EXISTING PINE TREES TO REMAIN
- LEMON TREE
  - 'Eureka' Improved Meyers Lemon Ponderosa
- PLAZA SHADE TREES
  - Magnolia g. 'Samuel Sommer'* • Samuel Sommer Magnolia
- EVERGREEN SHADE CANOPY TREE
  - Quercus agrifolia* • Coast Live Oak
- FLOWERING ACCENT TREE
  - Cercis occidentalis* • Western Red Bud

### SHRUBS AND GROUNDCOVER

- BACKGROUND**
- Arbutus unedo 'Compacta'* • Dwarf Strawberry Tree
  - Baccharis p. 'Twin Peaks'* • Coyote Bush
  - Callistemon v 'Little John'* • Dwarf Bottlebrush
  - Carpenteria 'Elizabeth'* • Bush Anemone
  - Cistus species* • Rockrose
  - Philadelphus lewesii* • Mock Orange
  - Rhamnus californica* • Coffeeberry
- MIDGROUND**
- Lavatera assurgentiflora* • Tree Mallow
  - Muhlenbergia dubia* • Pine Muhly
  - Salvia species* • Sage
  - Juncus patens 'Elk Blue'* • California Grey Rush
- FOREGROUND**
- Achillea x. 'Moonshine'* • Yarrow
  - Carex tumulicola* • Berkeley Sedge
  - Dianella 'Lil Rev'* • Flax Lily
  - Elymus c. 'Canyon Prince'* • Canyon Prince Wild Rye
  - Sesleria autumnalis* • Sesleria
  - Sisyrinchium bellum* • Blue-eyed Grass
  - Zauschneria c. 'Route 66'* • California Fuchsia
  - Zephyranthes candida* • Rain Lily

## Exhibit A-3

25-1003216 (RBPk-1855)  
Tom Thomas Magnolia Plaza Plan



**CITY OF UPLAND**  
UPLAND DOWNTOWN URBAN PLAZA - PRELIMINARY CONCEPTUAL SKETCH  
UPLAND, CALIFORNIA



SCALE: 1" = 10'  
DATE: MAY 2021  
ADG JOB #: 2052



## *Minute Action*

AGENDA ITEM: 17

**Date:** January 8, 2025

**Subject:**

Fiscal Year 2024/2025 Operator Allocation - Mountain Transit

**Recommendation:**

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

Allocate an additional \$180,000 of Mountain/Desert State Transit Assistance Fund-Population Share to Mountain Transit for a new total of \$7,180,000.

**Background:**

Last year Mountain Transit purchased two new Ford E-450 buses for their service in the Big Bear area. Unfortunately, one was in an accident and was totaled within one week of receiving the vehicle. The second vehicle had total engine failure after only 60,000 miles, although the vehicle's useful life is approximately five years or 130,000 miles. Currently, Mountain Transit is working with the bus company to resolve the warranty issue; however, the process is slow and will take several months to resolve. To prepare for the upcoming peak season and to alleviate future vehicle shortages, Mountain Transit requested an additional allocation to purchase one or possibly two used vehicles. After the warranty issues are resolved and Mountain Transit receives new replacement vehicles, the vehicles purchased with the additional funds will become part of their contingency fleet.

Staff is recommending a supplemental allocation of \$180,000 from the Mountain/Desert unallocated State Transit Assistance Fund-Population Share to Mountain Transit to purchase one or two used vehicles. The revised Fiscal Year 2024/2025 allocation to Mountain Transit is presented in Table 1 below.

**Table 1 – Revised Allocation to the Mountain Transit**

<b>Fund Source</b>	<b>Original Allocation</b>	<b>Supplemental Allocation</b>	<b>Revised Allocation</b>
Local Transportation Fund	\$3,936,886		\$3,936,886
State Transit Assistance - Op	\$46,164		\$46,164
State Transit Assistance - Pop	\$7,000,000	<b>\$180,000</b>	<b>\$7,180,000</b>
SGR - Op	\$6,414		\$6,414
SGR - Pop	\$86,486		\$86,486
Measure I S & D	\$134,400		\$134,400
FTA Section 5311	\$384,018		\$384,018
SB125 - TIRCP	\$2,579,132		\$2,579,132
SB125 – ZETCP	\$174,849		\$174,849
CMAQ	\$1,469,675		\$1,469,675
LCTOP – Op	\$10,225		\$10,225
LCTOP - Pop	\$132,140		\$132,140
<b>Total Allocation</b>	<b>\$15,960,389</b>	<b>\$180,000</b>	<b>\$16,140,389</b>

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item  
January 8, 2025  
Page 2

**Financial Impact:**

The necessary budget to support the recommended allocation is included in the adopted Budget for Fiscal Year 2024/2025 in Program 30, Transit.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 12, 2024.

**Responsible Staff:**

Nancy Strickert, Transit Manager

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Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

**Minute Action**

AGENDA ITEM: 18

**Date:** January 8, 2025

**Subject:**

Update to San Bernardino Council of Governments Work Plan

**Recommendation:**

That the Board, acting as the San Bernardino Council of Governments (SBCOG):

Approve the update to the SBCOG 5-Year Work Plan.

**Background:**

On November 6, 2024, the San Bernardino Council of Governments (SBCOG) Board of Directors (Board) approved the update to the 5-Year SBCOG Work Plan. The SBCOG Work Plan is the result of a long process of discussions with policy makers and administrators from the member agencies over the course of four months. Staff updated the Board Ad Hoc and the Board in September and October, respectively, on the project options to be considered for the Work Plan. Based on direction received by the Board, staff completed the final Work Plan document for approval at the November 6, 2024 meeting. However, two additional projects were accidentally added to the work plan matrix in the final document that were never considered by the Board. This item seeks to fix that mistake by deleting the last page of the document where the items were listed. The attached SBCOG 5-Year Work Plan is the updated document that has been corrected. The document is now accurate and reflects the direction received from the Board.

**Financial Impact:**

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

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the General Policy Committee (GPC) on December 11, 2024. The SBCOG 5-Year Work Plan was presented to the SBCOG Board of Directors (Board) for a first review on October 2, 2024, and to the City/County Managers Technical Advisory Committee on October 3, 2024. Final approval was made by the Board on November 6, 2024; however, the December 11, 2024 GPC recommendation provided a technical correction to the original November 6 action.

**Responsible Staff:**

Steve Smith, Director of Planning & Regional Programs

Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

Entity: San Bernardino Council of Governments

December 11, 2024

# San Bernardino Council of Governments 5-Year Work Plan

DUDEK



01  
02  
03  
04



# Contents

- Introduction ..... 2
- Countywide and Regional Programs ..... 11
- Inland Empire Regional Programs ..... 25
- SBCOG Work Plan Program Matrix..... 35

# Figures

- Figure 1. County Regions ..... 3
- Figure 2. Projected Population Growth ..... 5
- Figure 3. County Age Trends and Projections..... 5
- Figure 4. Population by Race ..... 6
- Figure 5. Persons Experiencing Homelessness Counts Since 2018 ..... 8
- Figure 6. Buyers Who Can Afford an Entry-Level Home..... 9

# Tables

- Table 1. San Bernardino County 2023 and 2024 Homeless County Comparison ..... 8
- Table 2. San Bernardino County Number of Firms and Employment, 2021 ..... 10

Attachment: UPDATE SBcog 5-Year Work Plan December GPC (11174 : Update to SBCOG Work Plan)



San Bernardino  
Council of  
Governments 5-Year  
Work Plan

The San Bernardino Council of Governments (SBCOG), originally formed as the San Bernardino Associated Governments in 1973 and legally separated from the Transportation Authority in 2016, is a voluntary association guided by a joint powers agreement (JPA) and elected representatives from the 24 member cities and towns and five county supervisorial districts that serve San Bernardino County (County) residents.<sup>1</sup> SBCOG works with member jurisdictions and partners to address broad, long-term policy matters like greenhouse gas emissions, housing, promoting healthy communities, public safety, and more. In addition to its 25 member agencies (the 24 member cities and towns and the County of San Bernardino), SBCOG partners with many other Federal, State, and regional agencies and private entities in the course of our work, in order to best serve the interests of the County. SBCOG plays a vital role in supporting its member jurisdictions and enhancing the County's communities by providing a forum for local leaders and regional officials to form a comprehensive approach to community services and establish priorities that will benefit the region for generations to come.

The San Bernardino Council of Governments 5-Year Work Plan establishes projects and programs the COG and other responsible agencies will prioritize over the next 5 years. This document serves to provide a County profile including the varying geographic context of the subregions, a demographic and socioeconomic overview of the people and economy of the County, and other factors that provide a lens for the prioritization of the selected Work Plan projects and programs.

The overview of programs included in this document is organized by Countywide and Regional programs. This section includes the SBCOG Work Plan Programs and Priorities over the next 5 years, and an overview of programs related to the State's Regional Early Action Plan 2.0 (REAP 2.0) programs and other ongoing County programs. Additional cross-jurisdictional efforts, which involve coordination and shared funding with other council of governments, are described in the Inland Empire Regional Programs section. Each program under these sections includes a program summary, identified funding sources and amounts, and highlights key project deliverables, as applicable. Lastly, the attached program matrix provides a detailed description of all funding sources, amounts, and project phasing and implementation years for the selected work plan programs described in the Work Plan Programs and Priorities section.

<sup>1</sup> ArcGIS StoryMaps. "San Bernardino Council of Governments," February 7, 2024. <https://storymaps.arcgis.com/stories/6f45db75d0f54f609ef2c-00cc2bf87f9>.









## County Profile

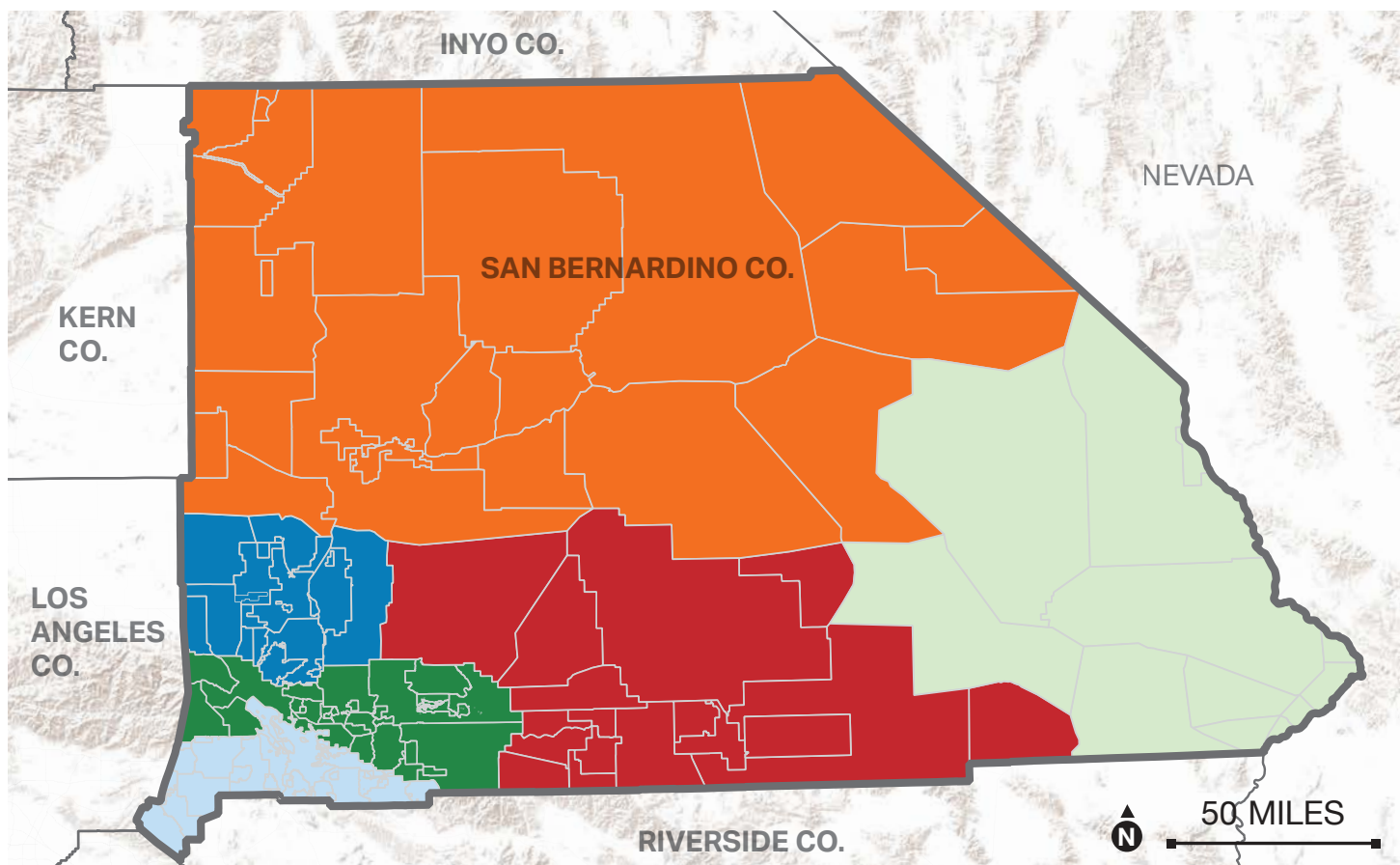
### GEOGRAPHIC CONTEXT:

The San Bernardino County (County) is approximately 20,105 square miles, the largest county in the contiguous United States. There are 24 incorporated towns and cities and over 80 unincorporated communities. The County is commonly divided into six distinct subregions, the San Bernardino Valley, the Victor Valley, the Mountains, the North Desert, the Morongo Basin, and the Colorado River as shown in Figure 1. The Colorado River, Morongo Basin, Mountains, and North Desert Subregions are also commonly referred to as the Rural Mountain/Desert Subregions.

**Figure 1. County Regions**

**Source.** "Cities\_and\_Communities (FeatureServer)," March, 16, 2023. [https://services.arcgis.com/aA3snZwJfFkVyDuP/arcgis/rest/services/Cities\\_and\\_Communities/FeatureServer](https://services.arcgis.com/aA3snZwJfFkVyDuP/arcgis/rest/services/Cities_and_Communities/FeatureServer).

-  NORTH DESERT
-  COLORADO RIVER
-  MORONGO BASIN
-  VICTOR VALLEY
-  MOUNTAINS
-  SAN BERNARDINO VALLEY





### San Bernardino Valley

The San Bernardino Valley Subregion, sometimes further divided into East and West Valley, is the most densely populated region. Cities include Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa. Unincorporated communities include Bloomington, Mentone, and Muscoy.



### Victor Valley

Victor Valley is located in the western Mojave Desert, the Victor Valley Subregion in the high desert region of the San Bernardino County. It is bordered by the San Bernardino Mountains to the south and the San Gabriel Mountains to the southwest. Cities within the subregion include Adelanto, Apple Valley, Hesperia, and Victorville. There are many unincorporated communities within the subregion such as Helendale, Lucerne Valley, and Phelan.



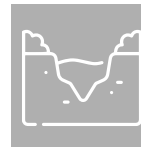
### Mountains

The Mountains Subregion is primarily composed of public lands owned and managed by Federal and State agencies. The City of Big Bear Lake is the only incorporated city within the subregion. However, there are multiple unincorporated communities such as Big Bear City, Crestline, Lake Arrowhead, Running Springs, and Wrightwood within the subregion.



### North Desert

The North Desert Subregion is the largest subregion geographically, covering approximately 93% of the county, and includes parts of the Mojave Desert. The City of Barstow is the only incorporated city within the subregion. However, there are many unincorporated communities such as Baker, Lenwood, Newberry Springs, and Yermo within the subregion.



### Morongo Basin

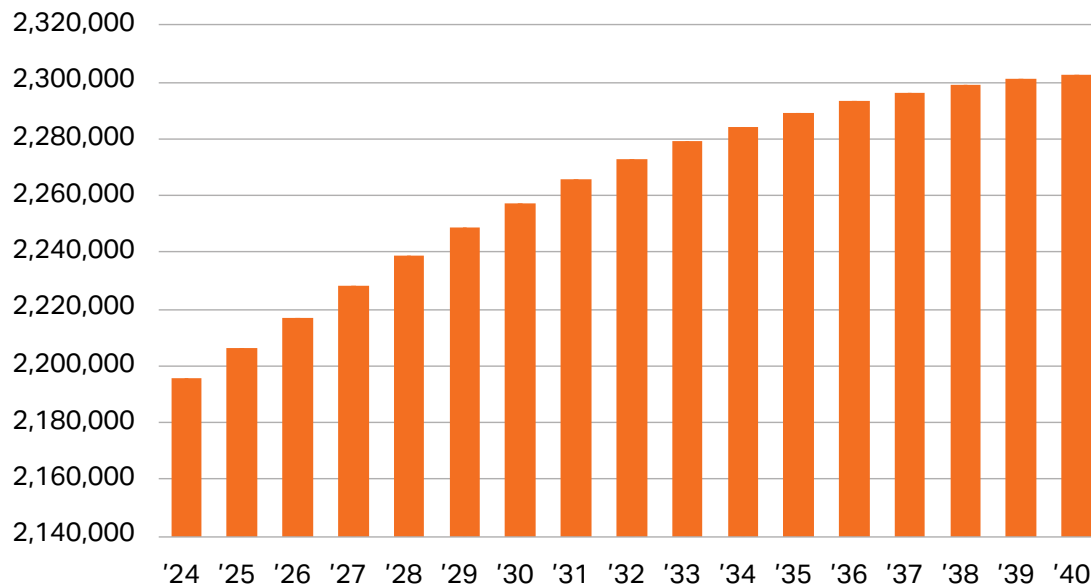
The Morongo Basin Subregion is located within the Mojave Desert and in the high desert region of the county. It is a desert landscape of hills and alluvial fans framed by mountain ranges. Cities within the subregion include Yucca Valley and Twentynine Palms. Joshua Tree is an unincorporated community within the subregion.



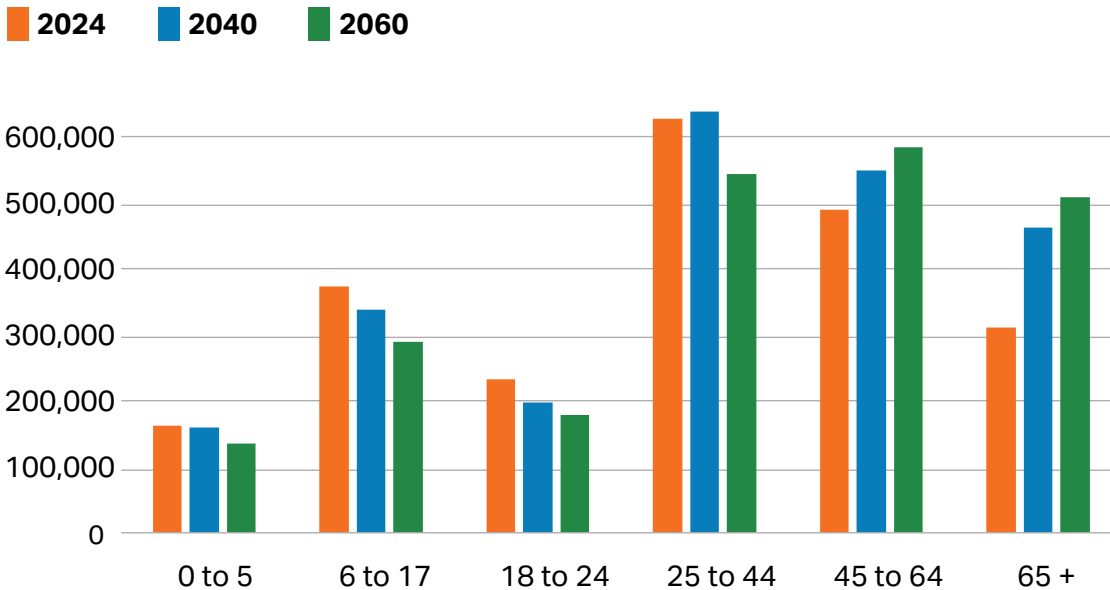
### Colorado River

This subregion is framed by the Mojave Desert to the west and the Colorado River to the east. The City of Needles is the only incorporated city within the subregion and borders the State of Arizona.

# SAN BERNARDINO COUNTY POPULATION



# AGE TRENDS



# PEOPLE

**Population.** The County is the fifth most populous county in the State of California with a total population of 2,195,732 in 2024 and a population density of 109 persons per square mile. Densities in the developed areas tend to be in the range of 3,000 to 4,000 persons per square mile. The County’s population forecast varies depending on the source. The State Department of Finance (DOF) forecast shows the County reaching a population of approximately 2.3 million by 2040, representing a 5% growth rate over the next 15 years as shown in Figure 2. The forecast from the Southern California Association of Governments (SCAG) projects a 2.43 million population by 2040 (10.5%) and 2.62 million by 2050 (19%).

**Figure 2. Projected Population Growth**

**Source.** CA DOF, P-2: County Population Projections, 2020-2060

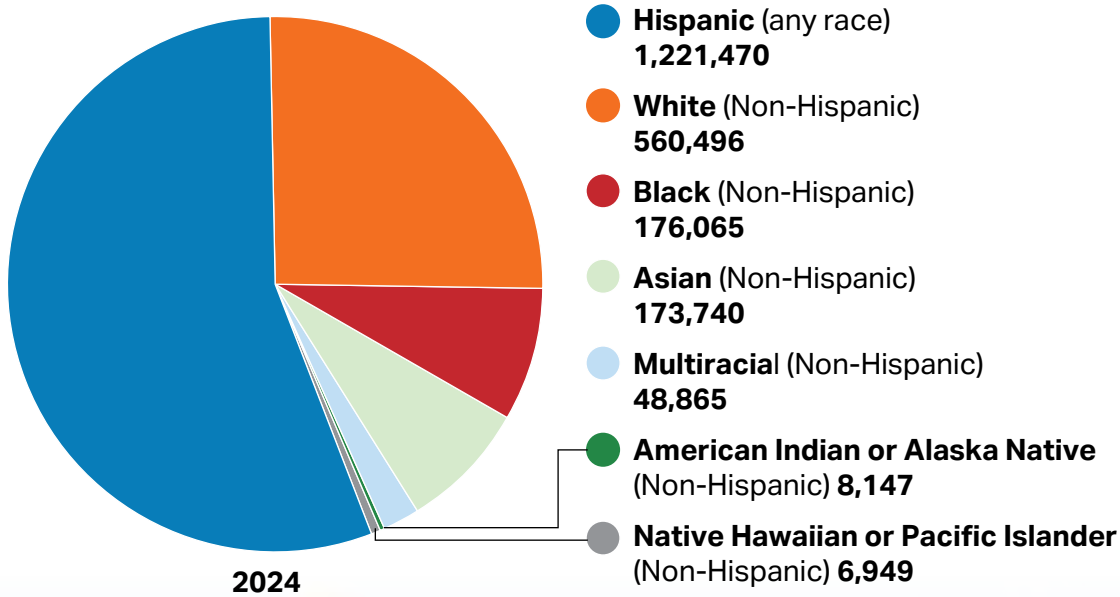
**Age.** In 2024, persons aged 25 to 44 make up 29% of the total population, according to the DOF forecast. In 2040, all age categories are projected to experience a decline except for age categories 45 to 64 and 65 and older, which are expected to continue to experience an increase in population size as shown by Figure 3. By 2060, it is projected that the 45 to 64 and 65 and older age categories will make up almost 50% of the County’s population.

**Figure 3. County Age Trends and Projections**

**Source.** CA DOF, P-2B: Population Projections by Individual Year of Age, 2020–2060

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# POPULATION BY RACE



**Race.** Hispanic persons make up the largest population in the County followed by White non-Hispanic persons as shown in Figure 4. Population projections for 2040 indicates a 5% growth across each race category indicating the racial make-up of the County is projected to remain the same.

**Figure 4. Population by Race**

**Source.** CA DOF, P-1D Total Hispanic and Non-Hispanic Race, 2024

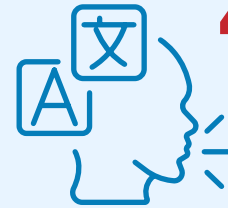


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## SOCIAL AND HOUSEHOLD CHARACTERISTICS AND CIVIC ENGAGEMENT



**Total Households**  
**674,191** ACS 1-year  
estimates 2022.



**45%** of persons speak  
a **language other than**  
**English** at home ACS 1-year  
estimates 2022.

**22%** of the population is  
**foreign born** ACS 1-year  
estimates, 2022 falls below the **California**  
**foreign born population**, which is **27%**, but  
higher than the national ratio, which is **13%**.

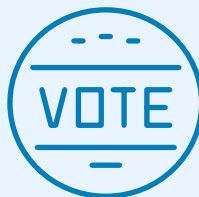


**Average household**  
size **3.2** ACS 1-year estimates  
2022, compared to **2.82** for the  
State of California.



**Households with Children**  
**under 18:** 34 % ACS 1-year  
estimates 2022.

**Voter turnout** among  
population **registered**  
**to vote** is **1,138,702**.  
(general election 2022).



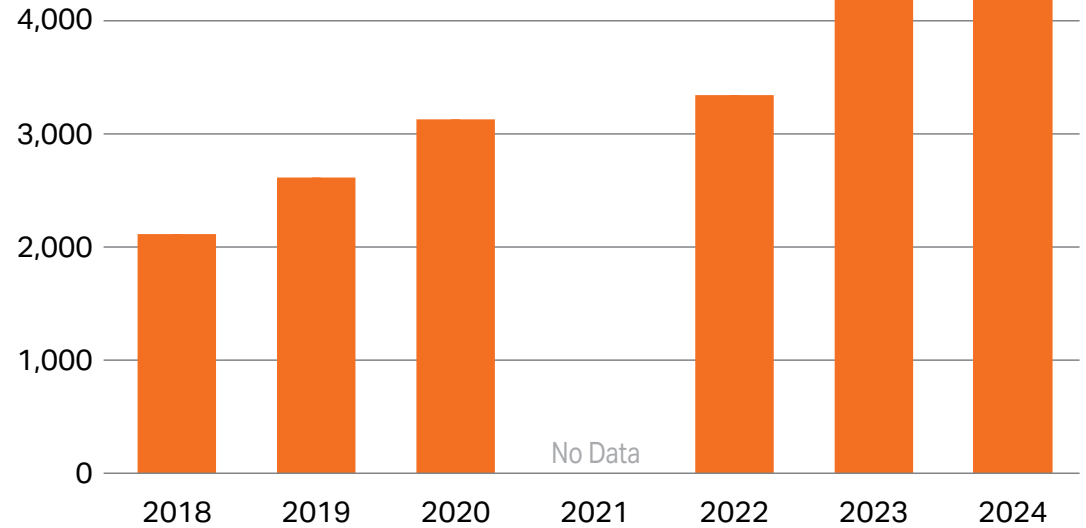
The **median household income**  
for **San Bernardino County** in  
2023 is **\$85,069**, which falls  
below the California median  
household income of **\$95,521**.



**Sources.** Total Households, Languages Spoken at Home, Foreign Born Population, Average Household Size, Households with Children under 18: U.S. Census Bureau, ACS 2022, 1-Year Estimates, DP02 Selected Social Characteristics, <https://data.census.gov/table/ACSDP1Y2022.DP02>. Median Household Income: U.S. Census Bureau, ACS 2022, 1-Year Estimates, DP03, Selected Economic Characteristics, <https://data.census.gov/table/ACSDP1Y2023.DP03>. Voters: San Bernardino County Registrar of Voters. "Voter Turnout Statistics," 2022, <https://sbcountyelections.com/elections/votinghistory/>.

**People Experiencing Homelessness.** The number of persons experiencing homelessness has doubled in size since 2018, with 2,118 then, and 4,195 in 2024 as shown in Figure 5.

### TOTAL NUMBER OF PERSONS COUNTED



**Figure 5. Persons Experiencing Homelessness Counts Since 2018**

**Note.** The total count for 2021 is not included in the report.

**Source.** U.S Department of Housing and Urban Development. “2024 Continuum of Care Homeless Count and Survey Report,” 2024. <https://main.sbcounty.gov/wp-content/uploads/sites/80/2024/05/SBC-Point-in-Time-Count-Report-2024-Final.pdf>.

However, when comparing the total number of persons experiencing homeless in the year 2023 and 2024 in Table 1, there was only a 1% increase in total population, which is an increase of 60 persons from 2023.

**Table 1. San Bernardino County 2023 and 2024 Homeless County Comparison**

YEAR	SHELTERED	UNSHelterED	TOTAL
<b>2023 Count</b>	1,219	2,976	4,195
<b>2024 Count</b>	1,200	3,055	4,255
<b>Difference</b>	-19 (1.6%)	+79 (2.6%)	+60 (1.4%)

**Source.** U.S Department of Housing and Urban Development. “2024 Continuum of Care Homeless Count and Survey Report,” 2024. <https://main.sbcounty.gov/wp-content/uploads/sites/80/2024/05/SBC-Point-in-Time-Count-Report-2024-Final.pdf>.

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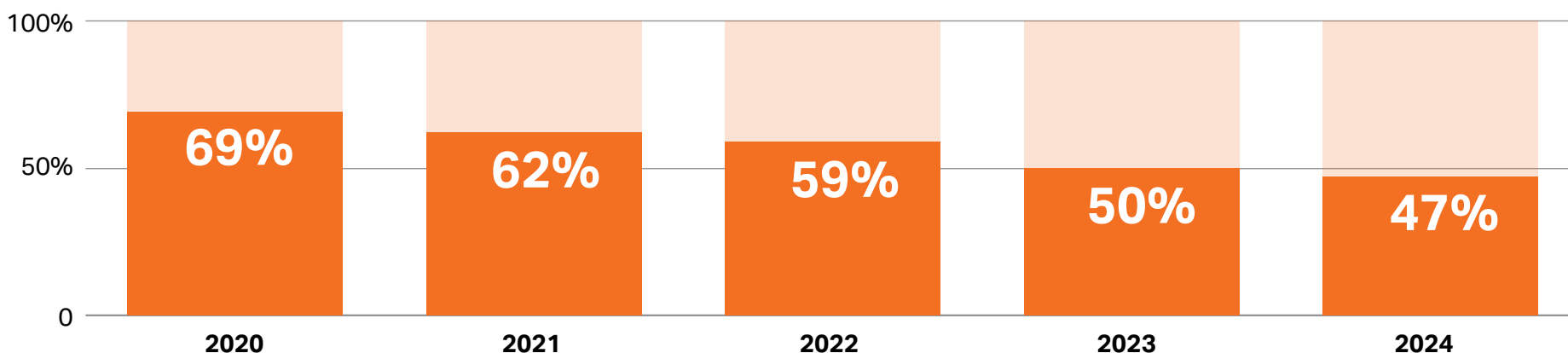
## ECONOMY

**Housing.** The median single family existing home price has increased by 6.2% from July 2023 to July 2024 and has a current median sale price of \$515,000. The median sold price of existing condos and townhomes has increased by 4.7% over the last year and has a current median price of \$472,700. The percentage of buyers in the County who

can afford an entry-level home has decreased over the last 5 years and is currently at 47% as shown in Figure 6. According to the California Association of Realtors First-time Buyer Housing Affordability Index, the minimum income needed to qualify purchasing a home is \$89,100, which is greater than the median household income for the County.

**Figure 6. Buyers Who Can Afford an Entry-Level Home**

### BUYERS WHO CAN AFFORD AN ENTRY-LEVEL HOME



**Source.** California Association of Realtors. “County Sales & Price Statistics,” August 1, 2024. [https://carorg.sharepoint.com/:x/s/CAR-RE-PublicProducts/ET\\_2DKm5lmVEqXVoLM7RGP0BomBEy7JfeTkOpDgsbh5fLg?rttime=mdSYdj\\_u3Eg](https://carorg.sharepoint.com/:x/s/CAR-RE-PublicProducts/ET_2DKm5lmVEqXVoLM7RGP0BomBEy7JfeTkOpDgsbh5fLg?rttime=mdSYdj_u3Eg)

**Key Industries and Employment.** There are approximately 1,086,962 persons 16 years and older who are in the labor force, including persons in the armed forces.<sup>2</sup> The County’s unemployment rate is approximately 6%, which is slightly higher than the State unemployment rate of 5%. Key industries include education services, health care and social assistance, transportation and warehousing, utilities, and retail trade industries, which account for 48% of the total employed population 16 years or older (excluding armed forces).

#### Key industries in San Bernardino County:



**Retail trade: 12%**



**Transportation and warehousing, and utilities: 13%**



**Educational services, and health care and social assistance: 23%**

<sup>2</sup> U.S. Census Bureau. American Community Survey, 2023, 1-Year Estimates, DP03, Selected Characteristics.



**Business Sector.** Enterprise businesses accounted for 67% of employed persons in the County in 2021. Table 2 below highlights enterprises by business size categorized by number of people employees. Businesses with less than 100 employees accounted for 22% of the employed population in 2021, indicating that small businesses play a vital role in employment trends in the County.

**Table 2.** San Bernardino County Number of Firms and Employment, 2021

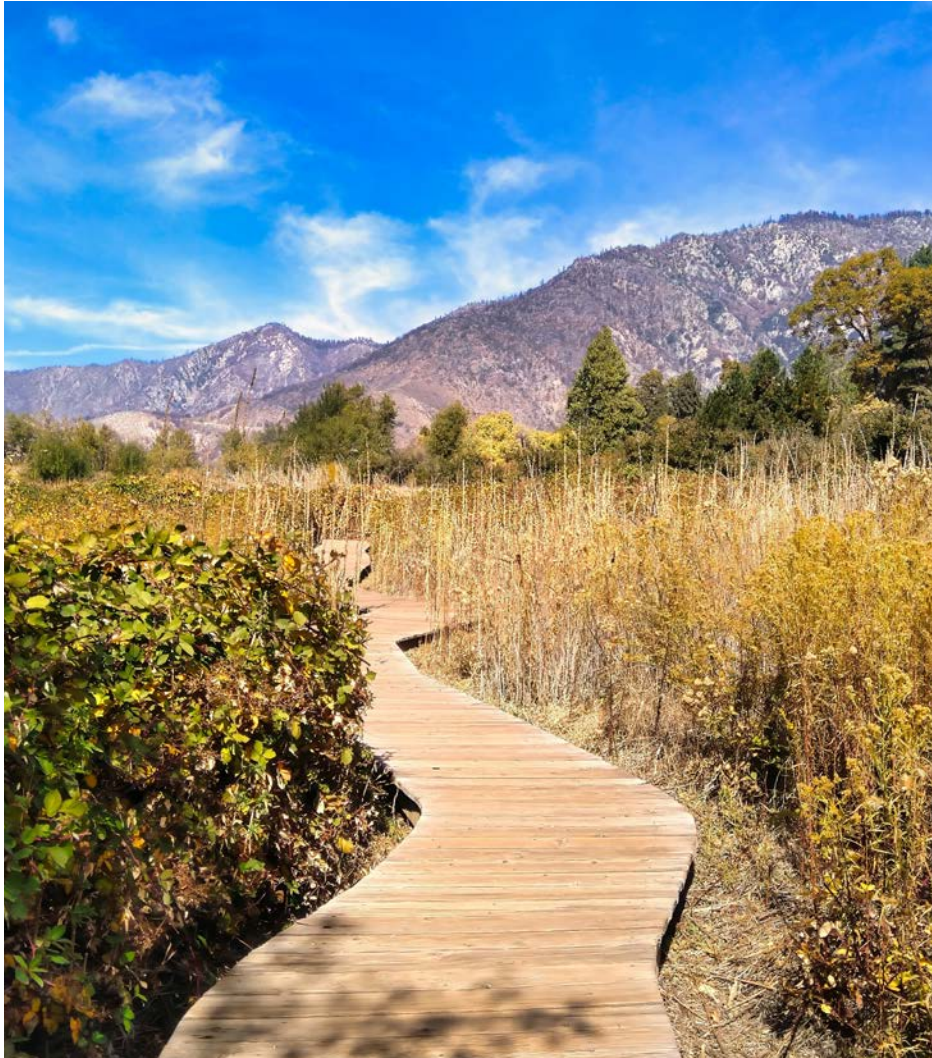
ENTERPRISE SIZE	FIRMS		EMPLOYEES	
	Number of Firms	Percent of Total Firms	Number	Percent of Total Employees
<20 employees	28,189	85	110,241	17
20-99 employees	2,756	8	92,973	15
100-499 employees	868	3	70,346	11
500+ employees	1,543	5	359,801	57
<b>Total</b>	<b>33,356</b>	<b>—</b>	<b>633,361</b>	<b>—</b>

**Source.** US Census Bureau. “2021 SUSB Annual Data Tables by Establishment Industry.” Census.gov, July 22, 2024. <https://www.census.gov/data/tables/2021/econ/susb/2021-susb-annual.html>.

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The programs and projects below include a list of programs and projects enabled through San Bernardino Council of Governments (SBCOG). The list includes budgeting capacity, Regional Early Action Planning Grants of 2021 (REAP 2.0) projects, and other countywide sustainability and climate related projects. The programs will be funded by a variety of sources, such as member dues, Measure I, REAP 2.0 grants, the Carbon Reduction Program grants (CRP), Caltrans Sustainable Transportation Planning Grant Program, and the California Public Utilities Commission (CPUC).



### Work Plan Programs and Priorities

The programs and project options selected were informed through comprehensive outreach including, initial discussions with the SBCOG Board Ad Hoc, targeted coordination and collaboration over five subregional meetings held with subsets of City and County Managers, and research on programs offered by sister agencies including the Western Riverside Council of Governments (WRCOG) and the San Gabriel Valley Council of Governments (SGVCOG). The subregional meetings were held in the West Valley, East Valley, Mountain, Victor Valley, and Desert Regions. Finally, the Work Plan is being reviewed and anticipated to be approved by the General Policy Committee and the Board of Directors. Funding for these plans and programs will be a mix of Member Agency Dues, Equity/Indirect Funds, Measure I where applicable, grant funds, and partner funds.



**HOMELESSNESS STRATEGIC PLAN**

**Program Summary:** This program is a regional strategy to plan for the population of persons experiencing homelessness within the County with prioritized programs and targeted strategies. San Bernardino Council of Governments (SBCOG) will lead a collaborative strategy for the region and coordinate with member jurisdictions. The plan will include an inventory of existing resources, law enforcement options, nonprofit organization (NGO) support, and create strategies to plan and prioritize shelter placement for individuals experiencing homelessness. Additionally, the program will identify and prioritize funding opportunities to support the identified strategies across region.

**Deliverable:** Establish a regional strategy with prioritized projects, inventory of existing resources, and strategy for countywide coordination.

<b>Target Fiscal Year</b>	2025/2026
<b>Funding Source</b>	Member Dues, Equity/Indirect
<b>Funding Amount</b>	\$750,000



**STREET VENDOR TOOLKIT/STANDARDS AND COMPLIANCE/ENFORCEMENT STRATEGIES**

**Program Summary:** Street vendor regulation varies from jurisdiction to jurisdiction in the County, which can be difficult for street vendors to navigate the complexity of the permitting process when operating in different jurisdictions. This program will analyze and create best practices on regulations and ordinances to create a menu of options for jurisdiction to implement to create consistency across the region and encourage street vendors to operate in compliance. Identify options for local agencies to utilize for the purposes of compliance and enforcement.

**Deliverable:** Toolkit and standards on street vendor regulation.

<b>Target Fiscal Year</b>	2026/2027
<b>Funding Source</b>	Member Dues
<b>Funding Amount</b>	\$250,000

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**SMALL BUSINESS VENDOR FAIRS**

**Program Summary:** The program creates networking opportunities for small business owners countywide to connect with other vendors and consumers to enhance visibility and boost sales. It includes collaboration with member agencies and partners to host vendor and procurement fairs.

**Deliverable:** Establish vendor fairs throughout the county to highlight small businesses within the region.

<b>Target Fiscal Year</b>	2024/2025–2028/2029
<b>Funding Source</b>	Equity/Indirect
<b>Funding Amount</b>	\$290,000



**SMALL BUSINESS HUB**

**Program Summary:** This program will establish a hub or dashboard for public access to public procurements and a site that promotes local, small business service providers for the benefit of San Bernardino Council of Government’s (SBCOG’s) member jurisdictions.

**Deliverable:** Dashboard that promotes small business service providers.

<b>Target Fiscal Year</b>	2025/2026–2026/2027
<b>Funding Source</b>	Member Dues, Equity/Indirect
<b>Funding Amount</b>	\$550,000

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**REGIONAL SMALL BUSINESS CERTIFICATION**

**Program Summary:** The program creates a regionally recognized small business certification that individual jurisdictions may opt into so as to support small businesses in applying and bidding for a government contract. Amongst the San Bernardino Council of Governments (SBCOG) members, many of the cities’ and towns’ bidding platforms are used with varying registration requirements, they do not have a main point of contact for procurement and purchasing, which is cumbersome for small businesses and may deter them from successfully contracting with the local governments.<sup>1</sup> This program allows participating businesses to capitalize on opportunities in government and private-sector procurement through a more equitable process.

**Deliverable:** Create a regional procurement program to streamline certification for small businesses and training for small businesses in contract administration.

<b>Target Fiscal Year</b>	2025/2026–2026/2027
<b>Funding Source</b>	Member Dues, Equity/Indirect
<b>Funding Amount</b>	\$315,000



**FORUM**

**Program Summary:** Discussion and information sharing meetings between cities, towns, and counties on various issues and challenges experienced within the county. Discussion topics will include Municipal Separate Storm Sewer System (MS4) Permits, Ambulance Contracts, Animal Shelters, and more.

**Deliverable:** Host discussion opportunities focused on a rotation of topics and challenges within the county.

<b>Target Fiscal Year</b>	2025/2026–2028/2029
<b>Funding Source</b>	Member Dues, Management/Support Cost (2910 and 7001)
<b>Funding Amount</b>	\$11,000

<sup>1</sup> Amplify Communities, “San Bernardino Region Public Procurement Memorandum,”2023.



**SMART INTERSECTIONS AND CORRIDORS**

**Program Summary:** Countywide Capital Improvement Projects for identified corridors under the Smart County Master Plan (SCMP). Implement Smart Corridor pilots to extend the principles of smart intersections along entire traffic corridors, modernize transportation at a large scale to facilitate smoother traffic flow, enhance safety, reduce travel times, and minimize environmental impact.

**Deliverable:** New smart intersections and corridors.

<b>Target Fiscal Year</b>	2024/2025–2028/2029
<b>Funding Source</b>	Measure I
<b>Funding Amount</b>	\$5,000,000



**SPEAKER SERIES**

**Program Summary:** The program creates an opportunity, quarterly or biannually, for discussion on various topics and networking opportunity for member jurisdictions.

**Deliverable:** Establish a panel of experts or series of speakers to create discussion opportunities and networking events.

<b>Target Fiscal Year</b>	2024/2025–2028/2029
<b>Funding Source</b>	Member Dues, Management/Support Cost (2910 and 7001)
<b>Funding Amount</b>	\$41,800

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**CAD-TO-CAD**

**Program Summary:** This program, focused on connecting computer-aided dispatch (CAD) systems, would implement data sharing across boundaries to improve emergency services. To create a unified system and maximize public safety, this program would leverage the existing Inland Empire Public Safety Operations Platform (IE PSOP) and connect neighboring Emergency Communication Centers (ECC) and other cooperating agencies through a cloud-hosted communications system interface.

**Deliverable:** Cloud-hosted communications system interface known as CAD-to-CAD.

<b>Target Fiscal Year</b>	2027/2028
<b>Funding Source</b>	Member Dues, Management/Support Cost (2910 and 7001)
<b>Funding Amount</b>	\$357,500
<b>Subregions and Participating Cities</b>	CONFIRE Jurisdictions: Apple Valley, Big Bear, Chino, Chino Hills, Colton, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, Running Springs, San Bernardino County, San Manuel Band of Mission Indians, Victorville

Attachment: UPDATE SBcog 5-Year Work Plan December GPC (11174 : Update to SBCOG Work Plan)

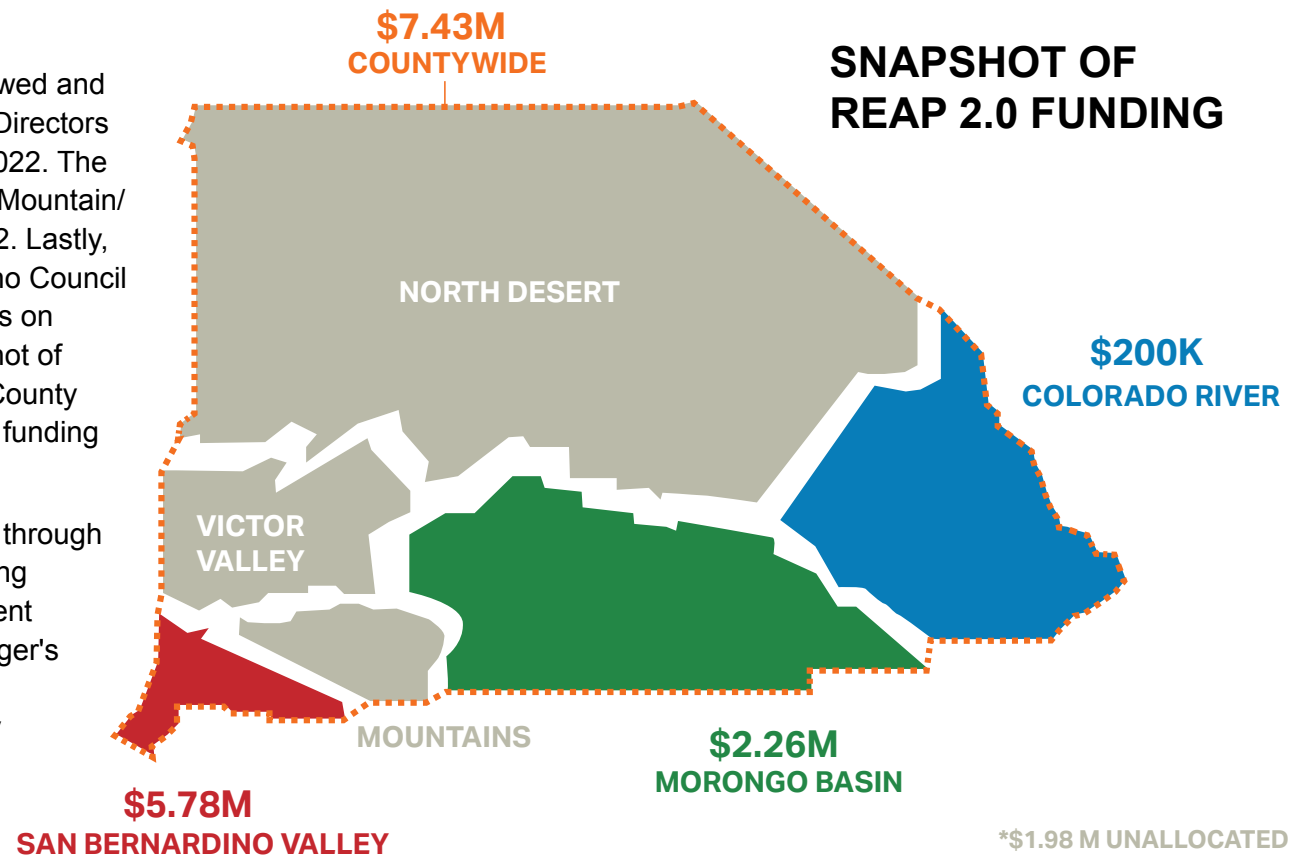
## REAP 2.0 Programs

The Regional Early Action Planning Grants (REAP) 2.0 program was established as part of the 2021 California Comeback Plan under Assembly Bill 140 and builds on the success of the REAP 2019 program.<sup>2</sup> The REAP program focused on providing housing planning and process improvement services to cities and counties. Building on the success of the REAP 2019 program, REAP 2.0 seeks to accelerate infill housing development, reduce vehicle miles traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and implement adopted regional and local plans to achieve these goals.

The REAP 2.0 grant applications were reviewed and recommended for approval by the Board of Directors Metro Valley Study Session on August 11, 2022. The item was recommended for approval by the Mountain/Desert Policy Committee on August 12, 2022. Lastly, the item was approved by the San Bernardino Council of Governments (SBCOG) Board of Directors on September 7, 2022. As shown in the Snapshot of REAP 2.0 Funding graphic to the right, the County received over 17 million dollars in combined funding for Countywide and regional programs.

SBCOG coordinated with member agencies through the standing committee of jurisdiction planning directors called the Planning and Development Technical Forum (PDTF), City-County Manager's Technical Advisory Committee (CCMTAC), and through one-on-one meetings to identify and select REAP application projects. Additionally, SBCOG staff informed the selection of projects through collaboration

with member agencies to identify eligible sites for affordable housing in their jurisdiction, housing-related projects undergoing the process of entitlement, and technical assistance needs related to implementing projects and programs in their 6th cycle certified housing element that could be supported by REAP funds. The following section provides a summary of the selected projects that received funding from the REAP 2.0 program.



2 Southern California Association of Governments. "REAP 2.0 - Southern California Association of Governments," April 7, 2022. <https://scag.ca.gov/reap2021>.

**VMT MITIGATION BANK – CTC PARTNERSHIP PROGRAM**

**Program Summary:** To establish a regional San Bernardino County VMT Mitigation Bank (VMT Bank) using a mode-choice-based framework, with telework as an initial regional mitigation measure and incrementally adding transit and shared-ride measures. Initially, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel with home-based work, or “telework.” The money exchanged for purchased credits could be applied to individual, local, regional, or State VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program. While telework would be the primary mode choice included in the bank initially, additional mode-choice programs, such as transit, vanpool/ carpool, and active transportation will be incrementally added in the course of this 2-year pilot project. The concept is one of incentivizing trip-reducing behavior, which will, in turn, build more demand for alternate mode investments. Once fully developed, the program will provide financial incentives to persons living in disadvantaged areas who are able to telework, ride transit, vanpool/carpool, or bike/ walk to work. Secondly, using proceeds from the VMT Bank, the San Bernardino County Housing Trust will be able to target funding to affordable housing and supportive infrastructure projects located in these disadvantaged communities. The VMT Bank may be the first in the State to be implemented. It is innovative and transformative in that it will incentivize “trip-makers” to make modal choices that personally reduce their VMT.

**Deliverables:**

1. **Develop Home-Based Work-Mode-choice-based framework/ VMT Bank Program:** Establish a framework, develop the VMT Mitigation Bank application, and market the program to enroll participants and attract developers.
2. **Develop Verification Oversight and Banking Capabilities:** Develop funding strategies for incentives, establish the VMT Bank, and set up third-party verifier to validate recorded VMT reductions.
3. **Sell Banked VMT Credits:** Sell developers VMT-mitigation credits, prices will be market-based with the minimum amount to be the VMT credit development costs (credits will not be funded by the REAP 2.0 CTC grant).

<b>Target Fiscal Year</b>	2024/2025–2025/2026
<b>Funding Source</b>	REAP 2.0 and CRP (Federal Carbon Reduction Program)
<b>Funding Amount</b>	\$3,045,000
<b>Subregions and Participating Cities</b>	Countywide

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**MULTI-MODAL COMPLETE STREETS PROGRAM – (CTC) PARTNERSHIP PROGRAM**

**Program summary:** Supports transformative planning activities connecting infill housing to daily services and increase travel options that support multimodal communities to shift travel modes.<sup>3</sup> The projects will all demonstrate a nexus to accelerate infill development that facilitates housing supply, choice and affordability. Projects will reduce VMT and affirmatively further fair housing by fostering racially equitable and inclusive communities while retaining and increasing affordability and protecting existing residents from displacement.

**Deliverable:** Pre-construction activities for transportation improvements near affordable housing sites. Deliverables could include surveys, preliminary engineering design, background studies, environmental studies, pre-construction documents (PS&E package). Colton and Rialto have planning studies completed pertaining to active transportation.

<b>Target Fiscal Year</b>	2024/2025
<b>Funding Source</b>	REAP 2.0
<b>Funding Amount</b>	\$6,519,868
<b>Subregions and Participating Cities</b>	San Bernardino Valley: Cities of Colton, Fontana, Ontario, Rialto, and Upland Morongo Basin: City of Twentynine Palms

<sup>3</sup> Southern California Association of Governments. “2023 County Transportation Commission Partnership Program, Program Guidelines,” 2023. [https://scag.ca.gov/sites/main/files/file-attachments/ctc\\_call\\_for\\_projects\\_guidelines\\_04112023\\_final.pdf?1681314989](https://scag.ca.gov/sites/main/files/file-attachments/ctc_call_for_projects_guidelines_04112023_final.pdf?1681314989).

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**SUBREGIONAL PARTNERSHIP PROGRAM 2.0**

**Program Summary:** The program focuses on implementing approved and compliant Housing Elements in order to invest in early actions that will accelerate infill development facilitating housing supply, choice, and affordability.<sup>4</sup> The goal is to affirmatively further fair housing while reducing VMT across the region. The program will provide member jurisdictions with technical assistance and materials to adopt and implement. Additionally, webinars and technical training will be available to facilitate and accelerate affordable housing projects. Finally, the project assists with outreach and engagements to all community members, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing. Program funding is available to member jurisdictions interested in technical assistance.

**Deliverable:** Templates and Implementation Guides for best practices, AFFH engagement programs, technical assistance to jurisdictions and programs/actions implemented.

<b>Target Fiscal Year</b>	2024/2025
<b>Funding Source</b>	REAP 2.0
<b>Funding Amount</b>	\$2,367,317
<b>Subregions and Participating Cities</b>	Agencies interested in technical assistance include: San Bernardino Valley: cities of Chino Hills, Colton, Loma Linda, and Yucaipa Victor Vally: cities of Hesperia and Victorville Colorado River: City of Needles

4 Southern California Association of Governments. "Subregional Partnership Program 2.0 - Southern California Association of Governments," September 6, 2022. <https://scag.ca.gov/post/subregional-partnership-program-20>.



**HOUSING INFILL ON PUBLIC AND PRIVATE LANDS (HIPP) PILOT PROGRAM**

**Program Summary:** SBCOG will partner with member jurisdictions and the San Bernardino County Superintendent of Schools to develop a comprehensive inventory and analysis of all surplus properties within the County to identify suitable sites for housing development. The project will identify sites that could accommodate housing at a variety of affordability levels, with focus on workforce housing for educators. An implementation guide detailing best practices and implementable actions to provide member jurisdictions with direction on how to develop sites with residential uses will be created. Finally, the pilot project with the City of Needles will utilize the implementation guide to demonstrate the streamlined process of predevelopment activities related to publicly owned surplus land, environmental assessment, surveys, etc., for development of affordable housing.

**Deliverable:** Implementation Guide, inventory, development guide for jurisdictions, project documents for Needles, such as permits.

<b>Target Fiscal Year</b>	2024/2025
<b>Funding Source</b>	REAP 2.0
<b>Funding Amount</b>	\$720,000
<b>Subregions and Participating Cities</b>	Countywide Colorado River: City of Needles

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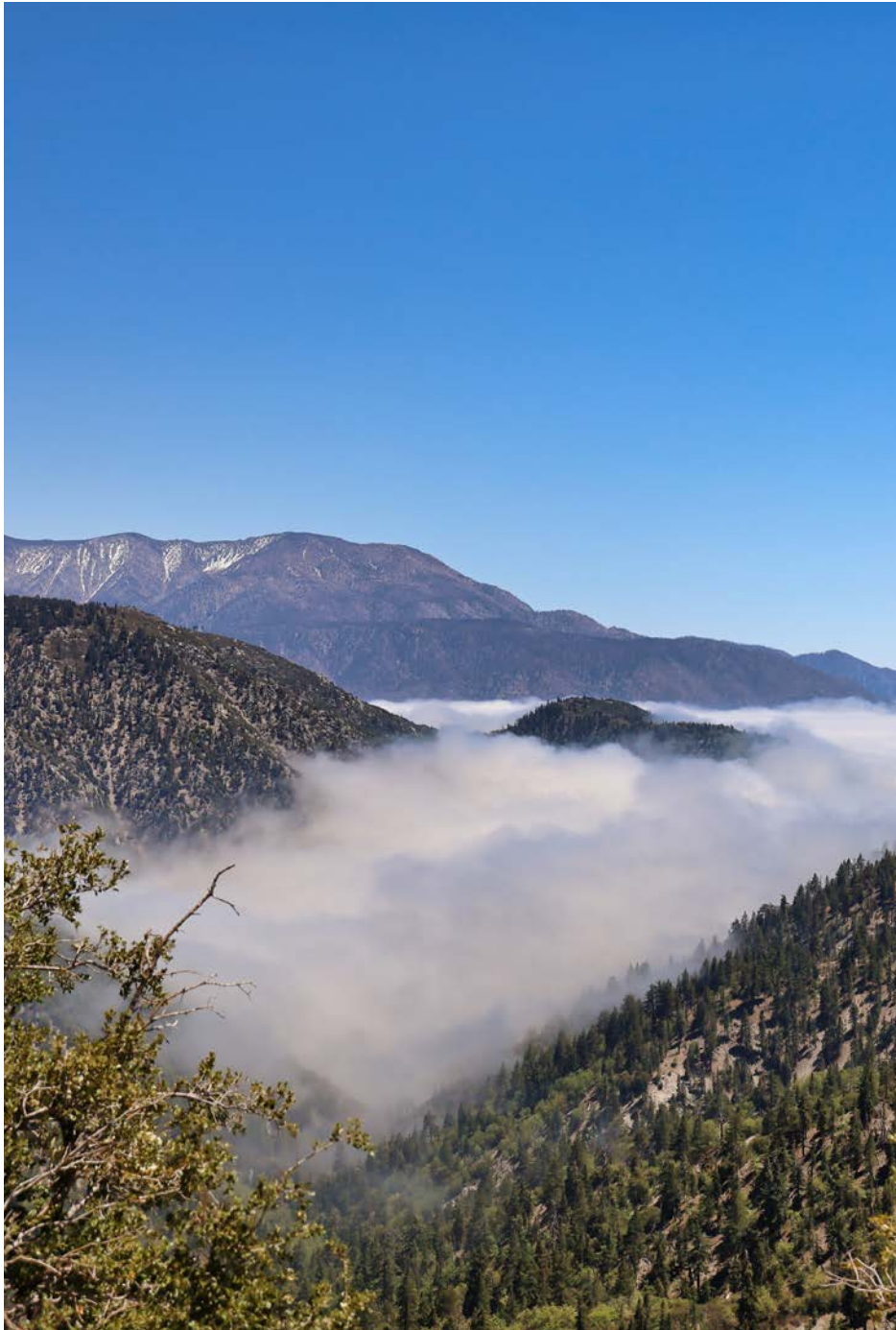
**NOTICE OF FUNDING AVAILABILITY – FUNDING FOR LASTING AFFORDABILITY/PATH**

**Program Summary:** The program will establish and administer the San Bernardino Regional Housing Trust (Housing Trust) and provide a mechanism to raise and leverage existing funds to support the creation of housing, with a focus on affordable housing.<sup>5</sup> Additionally, two programs with the City of Ontario and the City of Twentynine Palms will demonstrate how a gap financing program will be used to provide funding needed to complete the affordable housing projects and accelerate infill development in order to increase the housing stock Countywide. For additional information on the Housing Trust see the Current and Ongoing Programs section.

**Deliverable:** Establishment of Housing Trust and accompanying documents, gap financing program for pilot projects.

<b>Target Fiscal Year</b>	2024/2025
<b>Funding Source</b>	REAP 2.0
<b>Funding Amount</b>	\$5,000,000
<b>Subregions and Participating Cities</b>	Countywide San Bernardino Valley: City of Ontario Morongo Basin: City of Twentynine Palms

5 San Bernardino Transportation Authority. "San Bernardino Regional Housing Trust - SBCTA." SBCTA, June 27, 2023. <https://www.gosbcta.com/housing-trust/>.



## Current and Ongoing Programs

This section includes a summary of programs SBCOG and its member jurisdictions have recently begun or are ongoing.

### SMART COUNTY MASTER PLAN (SCMP)

**Program Summary:** SBCOG is leading a Smart County Master Plan (SCMP) that will provide a roadmap for improving the region’s communications and technology infrastructure to better serve the County’s growing technology needs.<sup>6</sup> The SCMP will allow the County and its cities to be more competitive for the growing number of State and Federal grants available to local governments. Goals of the SCMP are to improve technology infrastructure, address growing technology needs, equitable resource distribution, share information/break down silos, and to serve the County and all jurisdictions. The SCMP is divided into two phases, the Early Action Plan and the Long-Range Smart County Master Plan. The Early Action Plan, which identifies tasks that the region can implement, has been completed. Early Action Plan projects include broadband, smart intersections, smart corridors, Advanced Traveler Information System (ATIS) and Emergency Management Services (EMS), CAD-to-CAD, and Zero Emission Vehicles (ZEV). The Early Action Plan identified next steps for implementation.

**Deliverable:** Master Plan to promote clean and sustainable transportation, enhance traffic flow and connectivity, improve quality of life through universal broadband access, and rewrite the narrative by promoting advancements and celebrating early wins to incentivize living and working in the County.

<b>Target Fiscal Year</b>	2024/2025
<b>Funding Source</b>	County of San Bernardino, SBCTA
<b>Funding Amount</b>	\$1,000,000

6 San Bernardino Transportation Authority. “SBCTA/SBCOG Team With County on Smart County Master Plan.” SBCTA, December 12, 2022. <https://www.gosbcta.com/sbcta-sbcog-team-with-county-on-smart-county-master-plan/>.

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**Equity Framework**

**Program Summary:** The Equity Framework kicked off in July 2024 and will build off of the work completed and guide the agency toward its equity goals when implementing projects, designing programs, and performing public outreach.<sup>7</sup> As a part of the Equity Framework Scope, which derives from direction of the Equity Ad Hoc discussion and ultimately direction of the Board, SBCTA/SBCOG has a goal of strengthening relationships with Community Based Organizations and other local partners. Additionally, as the goals of funding agencies evolve to include questions on how applicants address inequities, it has become clear that SBCTA/SBCOG needs to define equity clearly and identify practices that support its definition.

**Deliverable:** Create a plan to compile studies to guide member agencies in advancing SBCOG equity goals and strengthen relationships with Community Based Organizations and other local partners to advance SBCOG equity goals.

<b>Target Fiscal Year</b>	2024/2025
<b>Funding Source</b>	Equity/Indirect
<b>Funding Amount</b>	\$199,934

**San Bernardino Regional Housing Trust**

**Program Summary:** The San Bernardino Regional Housing Trust (SBRHT) will be established by execution of the Joint Exercise of Powers Agreement (JPA) by and between participating jurisdictions. Through the established JPA, the SBRHT would be authorized to receive and pursue public and private financing and funds for the purpose of funding the planning, construction, and preservation of housing for extremely low-, very low-, low-, and moderate-income households, and attract significant funding and affordable housing development interest into the San Bernardino region. Through strong participatory governance, member jurisdictions will increase the region’s affordable housing supply, reduce household overcrowding, increase equitable access to community resources, and provide financial relief for vulnerable and cost-burdened households.

**Deliverable:** Establish a JPA for the San Bernardino Regional Housing Trust including to develop a framework and methodology for member dues, distribution of funds, administration and funding priorities of the trust.

<b>Target Fiscal Year</b>	2024/2025
<b>Funding Source</b>	REAP 2.0
<b>Funding Amount</b>	\$1,500,000

7 San Bernardino Transportation Authority. “SBCTA/SBCOG Team With County on Smart County Master Plan.” SBCTA, December 12, 2022. <https://www.gosbcta.com/sbcta-sbcog-team-with-county-on-smart-county-master-plan/>.

Attachment: UPDATE SBcog 5-Year Work Plan December GPC (11174 : Update to SBCOG Work Plan)

The programs and projects included in this section highlight ongoing and upcoming cross-jurisdiction projects in the region, which involve multiple council of governments agencies, specifically within the Inland Empire region.

### Climate Pollution Reduction Grant Program

#### Climate Pollution Reduction Grant (CPRG) SCAQMD

**Program Summary:** SBCOG led development of a Priority Climate Plan for the bi-county Riverside/San Bernardino MSA (Metropolitan Statistical Area), funded by the Environmental Protection Agency. A bi-county grant application was submitted for implementation of multiple climate measures but was not awarded CPRG funding. However, SBCOG/SBCTA are part of a collaboration with the South Coast Air Quality Management District (SCAQMD) that was awarded the largest CPRG grant in the United States focused on cleaning up the goods movement system across Southern California. SBCOG will collaborate on identifying those investments over approximately a 5-year period.

**Deliverable:** A study identifying investments to reduce air pollution in the goods movement system within the San Bernardino County.

<b>Target Fiscal Year</b>	2024/2025–2029/2030
<b>Funding Source</b>	US EPA CPRG
<b>Funding Amount</b>	A share of SCAQMD’s \$500,000,000 CPRG award

### Caltrans Sustainable Transportation Planning Grant – Climate Adaptation Programs

#### Emergency Evacuation Network Resilience (EENR) Study

**Program Summary:** SBCOG and WRCOG have partnered to conduct an Emergency Evacuation Network Resilience (EENR) Study. The study will conduct a local-level evacuation compliance assessment (Senate Bill 99) and a high-level evacuation route capacity, safety, and viability analysis (Assembly Bill 747) for up to 40 member agencies within SBCOG and WRCOG’s jurisdiction. This Study builds upon the completed Resilient Inland Empire (Resilient IE) Study to provide planning resources for extreme weather events through evacuation planning, identifying communities with inadequate access to transportation options, and planning for increased transportation options in evacuation corridors.

**Deliverable:** The EENR Study will help individual agencies to identify areas where transportation networks need redundancy improvements to boost resilience and recommend specific infrastructure to help areas adapt to extreme weather events.

<b>Target Fiscal Year</b>	2024/2025
<b>Funding Source</b>	Caltrans Climate Adaptation Planning Grant Program
<b>Funding Amount</b>	\$1,500,000

Attachment: UPDATE SBCog 5-Year Work Plan December GPC (11174 : Update to SBCOG Work Plan)

# Inland Regional Energy Network

## Energy Efficiency Programs

The Inland Regional Energy Network (I-REN) Program is an initiative to help San Bernardino and Riverside County jurisdictions access project development and funding resources for energy efficiency projects.

On January 9, 2019, SBCOG’s Board of Directors authorized staff to pursue the development of a Regional Energy Network (REN) in coordination with the Coachella Valley Association of Governments (CVAG) and the Western Riverside Council of Governments (WRCOG). In October 2021, the California Public Utilities Commission (CPUC) issued a proposed decision to approve the I-REN Business Plan. The decision provided \$65 million combined over 5 years for funding of programs for jurisdictions within both the San Bernardino County and the Riverside County. I-REN initiatives are guided by the I-REN Executive Committee, consisting of a board of elected officials from San Bernardino and Riverside Counties.

### PUBLIC SECTOR PROGRAMS

The Public Sector Program offers no-cost energy efficiency support and technical assistance to all public agencies served by Southern California Edison or Southern California Gas Company including cities, school districts, water districts, special districts, and tribes.

<b>Target Fiscal Year</b>	2022–2027
<b>Funding Source</b>	California Public Utilities Commission (CPUC)
<b>Funding Amount for Both Counties</b>	\$29,600,000

### Building Upgrade Concierge (Technical Assistance and Strategic Energy Planning)

**Program Summary:** The Building Upgrade Concierge (BUC) software is part of the technical assistance provided to member jurisdictions, designed to be a one-stop-shop to access information on energy efficiency, building codes and standards, available rebates and grants, financing opportunities, access to energy consumption of publicly owned facilities, and various types of reporting.

BUC has three components that work together to support member agencies.

- 1. Analytics** – This includes the dashboard, benchmarking, and energy analysis tools. The dashboard provides at-a-glance energy savings information, while the benchmarking and energy analysis tools allow a deeper understanding of energy usage.
- 2. Modeling** – These tools allow agencies to estimate the energy savings potential of various projects, along with any associated incentives that may be available through I-REN.
- 3. Measurement & Verification** – This tool allows agencies and I-REN personnel to track the performance of installed projects and calculate the incentives that have been achieved.

The Public Sector Program focuses on helping public agencies save energy and money with the following support:

- **Energy Usage Review** – Review utility data and share insights on energy savings potential, including an energy benchmarking tool created exclusively for I-REN agencies called the Building Upgrade Concierge (BUC)
- **Energy Resilience Roadmap** – Help develop a plan to make lasting energy impacts, big and small
- **Energy Audits** – Identify actionable energy improvement projects for public facilities
- **Funding and Financing Support** – Help secure incentives and financing for projects

Attachment: UPDATE SBcog 5-Year Work Plan December GPC (11174 : Update to SBCOG Work Plan)



- **Project Completion** – Help take plans off the shelf and into reality with project coordination support
- **Celebrate Success** – Spread the word about agency leadership and achievements through case studies, check presentations, and other community outreach

**Deliverable:** Dashboard providing information on energy efficiency, building codes and standards, available rebates and grants, financing opportunities, access to energy consumption of publicly owned facilities, and various types of reporting.

▲ PROGRAM IN ACTION

**Member agencies who are actively receiving Public Sector Program support include:**

- |                        |                          |                             |                          |
|------------------------|--------------------------|-----------------------------|--------------------------|
| 1. City of Adelanto    | 5. City of Fontana       | 9. City of Rancho Cucamonga | 13. City of Yucaipa      |
| 2. City of Barstow     | 6. City of Grand Terrace | 10. City of Redlands        | 14. Town of Apple Valley |
| 3. City of Chino Hills | 7. City of Highland      | 11. City of San Bernardino  |                          |
| 4. City of Colton      | 8. City of Ontario       | 12. City of Victorville     |                          |

**Member agencies who have conducted a minimum of one energy audit include:**

- |                         |                             |                           |
|-------------------------|-----------------------------|---------------------------|
| 1. Town of Apple Valley | 4. City of Grand Terrace    | 7. City of Redlands       |
| 2. City of Barstow      | 5. City of Highland         | 8. City of San Bernardino |
| 3. City of Fontana      | 6. City of Rancho Cucamonga | 9. City of Victorville    |

**Energy Efficiency Community Block Grant (EECBG) (Technical Assistance and Strategic Energy Planning)**

**Program Summary:** The Department of Energy (DOE) deployed \$550M of Energy Efficiency Community Block Grant (EECBG) funds in January 2023 designed to help states, local governments, and Tribes reduce energy use, reduce fossil fuel emissions, and improve energy efficiency. Several eligible uses for these grant funds included, but are not limited to, energy efficiency retrofits and renewable energy technologies related to government buildings, traffic signals, and street lighting. The I-REN Public Sector team provided ongoing technical assistance to I-REN member agencies for the EECBG funding. The types of EECBG projects supported have included battery systems, streetlights, building retrofits, solar charging stations, HVAC and lighting controls, electric vehicle (EV) charging stations, and solar light poles.

I-REN support to SBCOG member agencies included:

- Facilitating the application processes
- Providing sample applications
- Technical assistance and guidance
- Hosting information sessions
- Coordination with the Department of Energy (DOE) and the California Energy Commission (CEC)
- Navigating funding options
- Enhancing community energy strategies

**Deliverable:** Retrofit and renewable energy technologies related to government buildings, traffic signals, and street lighting.

**PROGRAM IN ACTION**

The following SBCOG member agencies have received I-REN EECBG technical support, along with their total formula allocation funding and proposed projects:

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. <b>City of Adelanto: \$76,240</b> – Solar Light Poles Project</li> <li>2. <b>City of Chino Hills: \$131,750</b> – Battery System, City Yard</li> <li>3. <b>City of Fontana: \$230,640</b> – Solar Charging Station and Facility Retrofit</li> <li>4. <b>City of Redlands: \$133,300</b> – Joslyn Senior Center</li> </ol> | <ol style="list-style-type: none"> <li>5. <b>City of San Bernardino: \$249,590</b> – Streetlights</li> <li>6. <b>City of Victorville: \$173,590</b> – Novar System and Retrofits</li> <li>7. <b>City of Yucaipa: \$113,510</b> – Charging Stations</li> </ol> |
|---|---|

Attachment: UPDATE SBcog 5-Year Work Plan December GPC (11174 : Update to SBCOG Work Plan)

**Cash for Kilowatts**

**Program Summary:** The I-REN Cash for Kilowatts Program provides incentives and financing for savings based on energy reduction achieved with a special focus on Heating, Ventilation, Air Conditioning (HVAC) improvements to community-serving buildings. The money saved on the monthly electric bill will help pay for facility upgrades. There are \$10.75 million dollars in incentives available.

**Deliverable:**

Incentives and financing for savings from HVAC upgrades for community-serving buildings.

**PROGRAM IN ACTION**

The following SBCOG member agencies have conducted an I-REN Energy Audit at an eligible public facility and their respective eligible incentives:

CITY/TOWN	NUMBER OF INCENTIVES/FINANCING	PUBLIC FACILITY AND FUNDING AMOUNT
City of Barstow	2	City Hall \$28,752 Dana Park \$3,242
City of San Bernardino	1	Feldheim Library \$188,015
City of Victorville	2	Center of Arts \$9,554.98 City Hall \$737,371
Town of Apple Valley	3	Corporate Yard \$19,571 Development Services \$48,558 Conference Center, Police Department \$36,272

Attachment: UPDATE SBcog 5-Year Work Plan December GPC (11174 : Update to SBCOG Work Plan)

## WORKFORCE EDUCATION AND TRAINING PROGRAMS

The Workforce Education and Training (WE&T) Program is primarily focused on providing resources to support the development of green workforce pathways, by building partnerships within the community to help advance and promote energy jobs for a trained workforce in both Riverside and San Bernardino counties. I-REN is uniquely positioned to effectively support these initiatives through the direct connections to local governments and interested parties that I-REN, and its Council of Government member agencies, have with the communities within Riverside and San Bernardino Counties. The intent of this Sector is not to duplicate initiatives already under delivery by Investor-Owned Utilities (IOUs) or various workforce organizations, but to supplement and tailor programs to fill gaps, with a focus on enhancing energy and energy efficiency knowledge and understanding.

During the development of other WE&T Sector program initiatives (energy certification, and workforce training programs), staff continue to meet and develop relationships with various educational institutions, workforce organizations, and community-based organizations specialized in supporting job pathways in energy fields. Staff have met with approximately 30 local organizations to date.

### WE&T Workforce Development

**Program Summary:** Connect with local companies to develop appropriate job pathways, develop energy efficiency training for job pathways, foster connections between industry and workforce development organizations. Help job seekers find employment in energy efficiency and advanced energy. Collaborate with employers to provide continuing education for professional development and employee retention.

Staff is in the process of identifying services that can assist staff and the I-REN Executive Committee to determine the workforce gaps within both Riverside and San Bernardino Counties to help guide the implementation and deployment of existing WE&T resources as well as support and identify the best use of the remaining unallocated WE&T budget.

<b>Target Fiscal Year</b>	2022–2027
<b>Funding Source</b>	California Public Utilities Commission (CPUC)
<b>Funding Amount for Both Counties</b>	\$15,100,000

**Deliverable:** Connect job seekers to companies, develop job pathways, and provide continuing education.



**WE&T Training and Education**

**Program Summary:** Establish local partnerships to enable job seekers have easy access to training and education. The program will assess the training resources currently available and support providers to “train the trainer” on energy efficiency topics and trends.

The WE&T program aims to deploy up to 27 I-REN Energy Fellows per

year to offer energy efficiency support services at no cost to member agencies. Total estimated value per fellow at \$33,000.

**Deliverable:**

Establish a fellowship program for continuing education.

**PROGRAM IN ACTION**

**The following SBCOG member agencies have hosted an I-REN Energy Fellow for the 2023–2024 service year:**

- |                          |                             |
|--------------------------|-----------------------------|
| 1. City of Chino Hills   | 4. City of Rancho Cucamonga |
| 2. City of Grand Terrace | 5. City of San Bernardino   |
| 3. City of Ontario       |                             |

**The following SBCOG member agencies will host an I-REN Energy Fellow for the 2024–2025 service year:**

- |                        |                             |
|------------------------|-----------------------------|
| 1. City of Chino Hills | 3. City of Rancho Cucamonga |
| 2. City of Ontario     | 4. Town of Apple Valley     |

Attachment: UPDATE SBCog 5-Year Work Plan December GPC (11174 : Update to SBCOG Work Plan)



## CODE AND STANDARDS PROGRAMS

The Code and Standards (C&S) programs seek to empower local building department staff and building professionals to be energy-efficiency leaders in the community. The program will support the local jurisdictions’ building departments through identifying potential issues, providing guidance to permit applicants, and streamlining the permitting process. The program will engage and support local builders and the building industry to comply with energy codes through education. Lastly, the program will provide regional tools, training, and resources to promote energy codes by serving as a bridge between the Statewide Codes Team and the local industry.

<b>Target Fiscal Year</b>	2022–2027
<b>Funding Source</b>	California Public Utilities Commission (CPUC)
<b>Funding Amount for Both Counties</b>	\$9,390,000

**C&S Training and Education Program**

**Program Summary:** I-REN C&S Training and Education Program establishes and implements training and education for building department staff and the building industry to support, understand, and effectively implement energy efficiency codes and standards (C&S), including where gaps exist in the Statewide Investor-Owned Utility (IOU) Compliance Improvement program and enforcement activities. The Program also includes outreach to engage, educate, and involve regional construction firms, architects, industry experts, and building departments, as well as support compliance and enforcement within regional energy efficiency programs and customers.

The C&S Training and Education Program provides accessible information on existing requirements, as well as continuing education on the latest changes and trends in energy codes and standards through the form of monthly no-cost virtual training. Training participants are eligible to receive free continuing education units (CEU) training certificates from the International Code Council (ICC) valued at an approximate cost per registrant between \$40 and \$50.

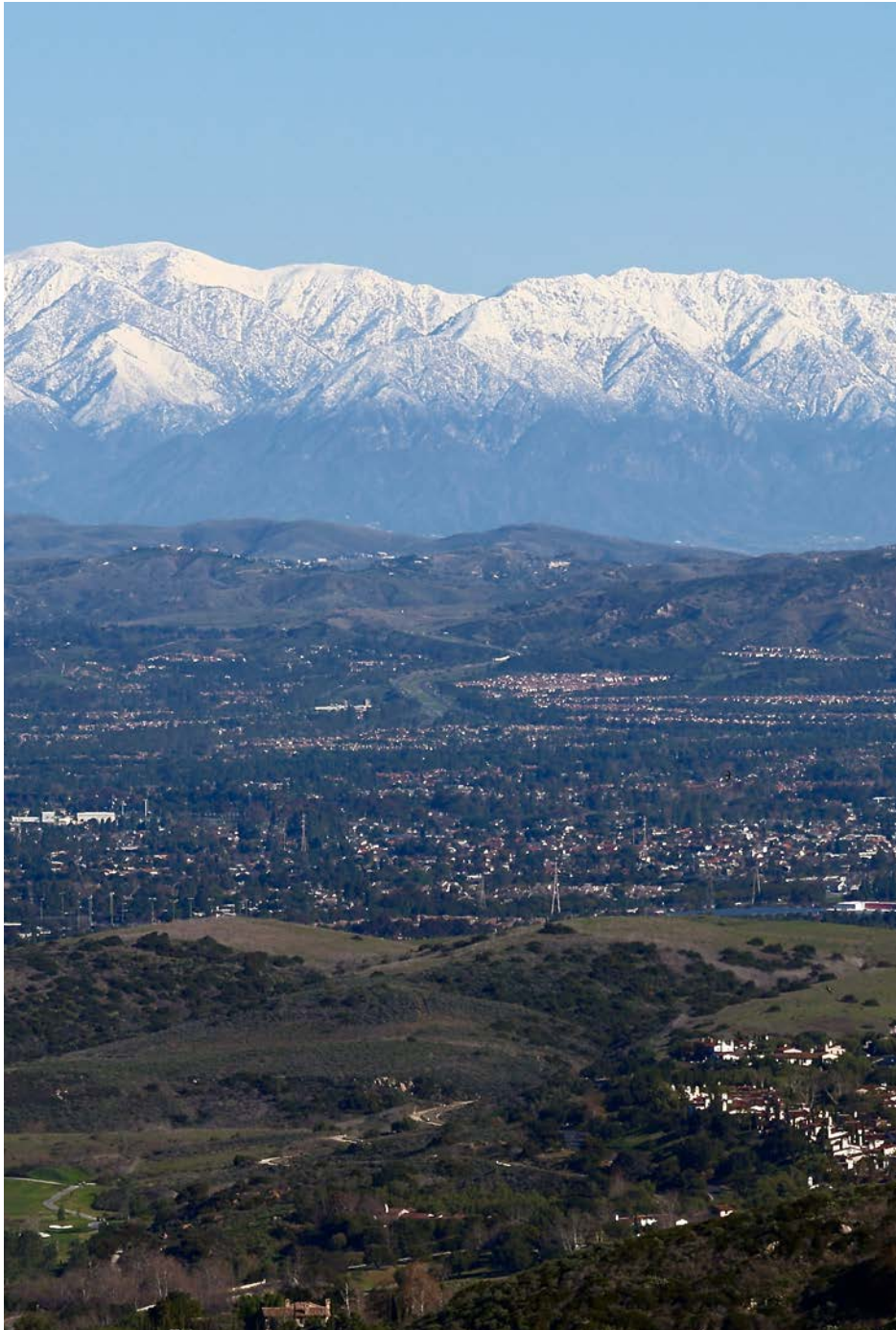
**Deliverable:** Provide training for the building department staff and other professionals on energy efficiency codes and standards.

**PROGRAM IN ACTION**

The following member agencies have participated in an I-REN C&S training:

- |                          |                       |                              |                              |
|--------------------------|-----------------------|------------------------------|------------------------------|
| 1. City of Adelanto      | 6. City of Hesperia   | 11. City of Ontario          | 16. City of Twentynine Palms |
| 2. City of Chino Hills   | 7. City of Highland   | 12. City of Rancho Cucamonga | 17. City of Yucaipa          |
| 3. City of Colton        | 8. City of Loma Linda | 13. City of Redlands         | 18. Town of Apple Valley     |
| 4. City of Fontana       | 9. City of Montclair  | 14. City of Rialto           | 19. Town of Yucca Valley     |
| 5. City of Grand Terrace | 10. City of Needles   | 15. City of San Bernardino   | 20. County of San Bernardino |

Attachment: UPDATE SBcog 5-Year Work Plan December GPC (11174 : Update to SBCOG Work Plan)



**C&S Technical Support Program**

**Program Summary:** I-REN C&S Technical Support Program develops technical assistance tools and resources to assist building departments and the building industry with understanding, evaluating, and permitting the energy codes to support improved enforcement and compliance. I-REN develops regionally appropriate model ordinances, and vets and refines them with participating local governments, provides ongoing technical assistance for adoption and implementation, and delivers model ordinance updates to reflect the triennial code cycle. I-REN developed the “Ask an Energy Code Question” that enables a “Code Mentor” to provide quick, tailored support to aid building professionals in navigating the Energy Code. Members of the public can submit an inquiry via the iren.gov website and a “Code Mentor” will respond within 48 hours.

**Deliverable:**  
Provide technical support for building professionals in evaluating and permitting energy codes to improve enforcement and compliance.

Attachment: UPDATE SBcog 5-Year Work Plan December GPC (11174 : Update to SBCOG Work Plan)



The attached document provides details for the funding, implementation, and phasing of the SBCOG programs provided in the Work Plan Programs and Priorities section.

PROGRAMMING FUNDING FY25 THRU FY29						
	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
<b>Total SBCOG Revenues</b>	\$1,091,000.00	\$1,716,365.00	\$1,663,374.46	\$1,592,573.89	\$1,608,306.80	
<b>Total SBCOG Staff and Budget Expenditures</b>	\$991,000.00	\$1,005,865.00	\$1,020,952.98	\$1,036,267.27	\$1,051,811.28	
<b>Total Available for Vendor Projects</b>	<b>\$100,000.00</b>	<b>\$710,500.00</b>	<b>\$642,421.48</b>	<b>\$556,306.62</b>	<b>\$556,495.52</b>	
<b>TOTAL PROGRAMING COST</b>	<b>FY 24/25</b>	<b>FY 25/26</b>	<b>FY 26/27</b>	<b>FY 27/28</b>	<b>FY 28/29</b>	<b>TOTAL</b>
<b>COG Member Dues</b> (remaining fees available)	\$55,000	\$710,450	\$635,450	\$555,950	\$535,450	\$2,492,300
<b>Equity/Indirect Fund</b>	\$50,000	\$502,500	\$247,500	\$60,000	\$60,000	\$920,000
<b>Grant/Partner</b>	\$-	\$-	\$-	\$-	\$-	\$-
<b>Measure I</b>	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
<b>Subscription</b>	\$-	\$-	\$-	\$-	\$-	\$-
<b>Management/Support Cost</b> (2910 & 7001)	\$1,000	\$15,950	\$35,950	\$33,450	\$950	\$87,300
<b>Total</b>	<b>\$1,106,000</b>	<b>\$2,228,900</b>	<b>\$1,918,900</b>	<b>\$1,649,400</b>	<b>\$1,596,400</b>	<b>\$8,499,600</b>

1	HOMELESSNESS STRATEGIC PLAN	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	<b>COG Member Dues</b> (remaining fees available)		\$240,000	\$230,000			\$470,000
	<b>Equity/Indirect Fund</b>		\$242,500	\$37,500			\$280,000
	<b>Grant/Partner</b>						\$-
	<b>Measure I</b>						\$-
	<b>Subscription</b>						\$-
	<b>Management/Support Cost</b> (2910 & 7001)				\$-	\$-	\$-
	<b>Total</b>	\$-	\$482,500	\$267,500	\$-	\$-	\$750,000

2	STREET VENDOR TOOLKIT	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	<b>COG Member Dues</b> (remaining fees available)		\$250,000				\$250,000
	<b>Equity/Indirect Fund</b>						\$-
	<b>Grant/Partner</b>						\$-
	<b>Measure I</b>						\$-
	<b>Subscription</b>						\$-
	<b>Management/Support Cost</b> (2910 & 7001)	\$-			\$-	\$-	\$-
	<b>Total</b>	\$-	\$250,000	\$-	\$-	\$-	\$250,000

Attachment: UPDATE SBcog 5-Year Work Plan December GPC (11174 : Update to SBCOG Work Plan)

3	SMALL BUSINESS HUB	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	<b>COG Member Dues</b> (remaining fees available)		\$150,000	\$200,000			\$350,000
	<b>Equity/Indirect Fund</b>			\$150,000			\$150,000
	<b>Grant/Partner</b>						\$-
	<b>Measure I</b>						\$-
	<b>Subscription</b>						\$-
	<b>Management/Support Cost</b> (2910 & 7001)	\$-	\$15,000	\$35,000	\$-	\$-	\$50,000
	<b>Total</b>	\$-	<b>\$165,000</b>	<b>\$385,000</b>	\$-	\$-	<b>\$550,000</b>

4	REGIONAL SMALL BUSINESS CERTIFICATION	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	<b>COG Member Dues</b> (remaining fees available)			\$115,000			\$115,000
	<b>Equity/Indirect Fund</b>		\$200,000				\$200,000
	<b>Grant/Partner</b>						\$-
	<b>Measure I</b>						\$-
	<b>Subscription</b>						\$-
	<b>Management/Support Cost</b> (2910 & 7001)	\$-			\$-	\$-	\$-
	<b>Total</b>	\$-	<b>\$200,000</b>	<b>\$115,000</b>	\$-	\$-	<b>\$315,000</b>

Attachment: UPDATE SBcog 5-Year Work Plan December GPC (11174 : Update to SBCOG Work Plan)

5	SMALL BUSINESS VENDOR FAIRS	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	<b>COG Member Dues</b> (remaining fees available)						\$-
	<b>Equity/Indirect Fund</b>	\$50,000	\$60,000	\$60,000	\$60,000	\$60,000	\$290,000
	<b>Grant/Partner</b>						\$-
	<b>Measure I</b>						\$-
	<b>Subscription</b>						\$-
	<b>Management/Support Cost</b> (2910 & 7001)						\$-
	<b>Total</b>	<b>\$50,000</b>	<b>\$60,000</b>	<b>\$60,000</b>	<b>\$60,000</b>	<b>\$60,000</b>	<b>\$290,000</b>

\*FY24/25 already included in fiscal year budget, sub task 0223

6	SPEAKER SERIES	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	<b>COG Member Dues</b> (remaining fees available)	\$10,000	\$7,000	\$7,000	\$7,000	\$7,000	\$38,000
	<b>Equity/Indirect Fund</b>						\$-
	<b>Grant/Partner</b>						\$-
	<b>Measure I</b>						\$-
	<b>Subscription</b>						\$-
	<b>Management/Support Cost</b> (2910 & 7001)	\$1,000	\$700	\$700	\$700	\$700	\$3,800
	<b>Total</b>	<b>\$11,000</b>	<b>\$7,700</b>	<b>\$7,700</b>	<b>\$7,700</b>	<b>\$7,700</b>	<b>\$41,800</b>

Attachment: UPDATE SBcog 5-Year Work Plan December GPC (11174 : Update to SBCOG Work Plan)

7	FORUM	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	<b>COG Member Dues</b> (remaining fees available)		\$2,500	\$2,500	\$2,500	\$2,500	
	<b>Equity/Indirect Fund</b>						
	<b>Grant/Partner</b>						
	<b>Measure I</b>						
	<b>Subscription</b>						
	<b>Management/Support Cost</b> (2910 & 7001)	\$-	\$250	\$250	\$250	\$250	
	<b>Total</b>	\$-	<b>\$2,750</b>	<b>\$2,750</b>	<b>\$2,750</b>	<b>\$2,750</b>	<b>\$-</b>

8	SMART INTERSECTIONS/ CORRIDORS	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	<b>COG Member Dues</b> (remaining fees available)						\$-
	<b>Equity/Indirect Fund</b>						\$-
	<b>Grant/Partner</b>						\$-
	<b>Measure I</b>	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
	<b>Subscription</b>						\$-
	<b>Management/Support Cost</b> (2910 & 7001)						\$-
	<b>Total</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$5,000,000</b>

\*alredy budgeted this fiscal year

Attachment: UPDATE SBcog 5-Year Work Plan December GPC (11174 : Update to SBCOG Work Plan)

9	CAD TO CAD	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	<b>COG Member Dues</b> (remaining fees available)				\$325,000		\$325,000
	<b>Equity/Indirect Fund</b>						\$-
	<b>Grant/Partner</b>						\$-
	<b>Measure I</b>						\$-
	<b>Subscription</b>						\$-
	<b>Management/Support Cost</b> (2910 & 7001)	\$-	\$-	\$-	\$32,500	\$-	\$32,500
	<b>Total</b>	\$-	\$-	\$-	<b>\$357,500</b>	\$-	<b>\$357,500</b>

10	TELLING OUR STORIES	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	<b>COG Member Dues</b> (remaining fees available)				\$130,000	\$445,000	\$575,000
	<b>Equity/Indirect Fund</b>						\$-
	<b>Grant/Partner</b>						\$-
	<b>Measure I</b>						\$-
	<b>Subscription</b>						\$-
	<b>Management/Support Cost</b> (2910 & 7001)	\$-	\$-	\$-	\$13,000	\$35,000	\$48,000
	<b>Total</b>	\$-	\$-	\$-	<b>\$143,000</b>	<b>\$480,000</b>	<b>\$623,000</b>

11	OUTREACH/ADVOCACY	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	TOTAL
	<b>COG Member Dues</b> (remaining fees available)	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$225,000
	<b>Equity/Indirect Fund</b>						\$-
	<b>Grant/Partner</b>						\$-
	<b>Measure I</b>						\$-
	<b>Subscription</b>						\$-
	<b>Total</b>	<b>\$45,000</b>	<b>\$45,000</b>	<b>\$45,000</b>	<b>\$45,000</b>	<b>\$45,000</b>	<b>\$225,000</b>

Attachment: UPDATE SBcog 5-Year Work Plan December GPC (11174 : Update to SBCOG Work Plan)



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## *Minute Action*

AGENDA ITEM: 19

***Date:*** January 8, 2025

***Subject:***

Summary Report of the Measure I Five-Year Capital Improvement Plans of Member Agencies

***Recommendation:***

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

Accept the Summary Report of the Measure I Five-Year Capital Improvement Plans for Local Pass-Through Funds for Member Agencies for Fiscal Year (FY) 2024/2025 through FY 2028/2029.

***Background:***

The Measure I Expenditure Plan requires each local jurisdiction to annually adopt a Five-Year Capital Improvement Plan (CIP) that details the specific projects to be funded using Measure I Local Pass-Through Funds. Expenditures must be detailed in the CIP and adopted by resolution of the governing body.

In accordance with Measure I Strategic Plan Policy Nos. 40003, 40012, and 40016, the CIP shall:

1. Specifically identify improvements to be funded with Measure I Local Pass-Through Funds by street name, boundaries, and project type, or as an eligible program of work.
2. Constrain the total amount of planned expenditures to 150% of San Bernardino County Transportation Authority (SBCTA) forecasted revenue for Measure I Local Pass-Through Funds plus any fund balances and/or revenue resulting from bonds secured by Measure I revenue.
3. Include total estimated cost of capacity enhancing projects to Nexus Study roadways, the Measure I share of project cost, and the development share of cost, as applicable. Maintenance projects, or projects that do not enhance the capacity of a roadway, do not require a development contribution in the CIP.

In the San Bernardino Valley subarea, 20% of the total Measure I revenue is distributed monthly to the jurisdictions for their Local Streets projects.

In the Rural Mountain/Desert subareas, 68% of the total Measure I revenue is distributed monthly to the jurisdictions for their Local Streets projects. In the Victor Valley subarea, 67% of the total Measure I revenue is distributed monthly to the jurisdictions for their Local Streets projects as 1% has been transferred from the Local Streets Program to the Senior and Disabled Transit Program per Policy No. 40012, Policy VVLS-7.

Jurisdictions have flexibility to move projects around in their CIP based on the necessities of the jurisdiction. However, in order for a project to be eligible for expenditure of Local Streets funds, the project must be included in the CIP. As the CIP is the basis for the annual audit, if a CIP is not submitted in accordance with the Strategic Plan policies, it could result in an audit finding or withholding of funds until corrected. If changes happen after the CIP has been approved, a

*Entity: San Bernardino County Transportation Authority*



## Board of Directors Agenda Item

January 8, 2025

Page 2

revised CIP must be prepared and submitted to SBCTA by September 1 following the end of the Fiscal Year (FY).

Attachment 1 summarizes the CIP project lists as received and approved by the local jurisdictions' approving authorities. SBCTA provides the estimate of available revenues to be included in the CIP, and the jurisdictions determine the amounts programmed for projects for their jurisdiction for FY 2024/2025 through 2028/2029. The CIPs contain locally prioritized and eligible projects for road maintenance, repair, and construction.

Attachment 2 contains the Expenditure Strategy provided by each jurisdiction. The Expenditure Strategy provides a general description of the types of uses of Measure I and provides an opportunity for jurisdictions to explain large balances being accumulated for future projects.

A copy of Attachment 1, the Summary Report of the Measure I Five-Year CIPs for FY 2024/2025 through 2028/2029, has been posted on the SBCTA website.

***Financial Impact:***

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

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2024.

***Responsible Staff:***

Marc Lucius, Management Analyst II

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Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:









**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
**Fiscal Years 2024/2025 thru 2028/2029**

Jurisdiction:  
**Chino Hills**

Resolution Number:	2024R-
Resolution Approval Date:	8/13/2024
Contact Person/Title:	Carl Hassel
Phone:	909-364-2817
Email:	chassel@chinohills.org

6/30/24 Carryover Balance **\$2,420,237.00**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	Total Est. Rev.
						\$2,013,011	\$2,057,928	\$2,116,398	\$2,174,011	\$2,248,322	\$10,609,669
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total
Traffic Signal Modification at Boys Republic Dr & City Hall Parking Lot (ST22013) - Boys Republic Drive & City Hall Parking Lot - traffic signal modification	No		0.0%	0.0%	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$500,000
Montecito Drive Transit Access Improvements (ST23002) - Montecito Dr. from Lugo Ave. to Los Serranos Blvd - roadway and sidewalk construction	No		0.0%	0.0%	\$416,398	\$73,306	\$0	\$0	\$0	\$0	\$73,306
Sierra Vista Dr (West) & Del Norte Ave (North) Improvements (ST23004) - south side of Sierra Vista Dr from Pipeline Ave to Del Norte Ave & east side of Del Norte Ave from Lugo Ave to Gird Ave - roadway and sidewalk construction	No		0.0%	0.0%	\$863,000	\$261,931	\$0	\$0	\$0	\$0	\$261,931
FY 2022-23 Striping Program (ST23006) - citywide - striping			0.0%	0.0%	\$10,000	\$10,000	\$0	\$0	\$0	\$0	\$10,000
FY 2023/24 Sidewalk Replacement Program (ST24005) - citywide - sidewalk replacement			0.0%	0.0%	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$250,000
FY 2023-24 Street Improvements Program (ST24007) - residential streets in the Whirlaway Lane/Terrance Dr. Area, Torrey Pines Dr. Area, and Picasso Dr. Area - overlay and slurry seal			0.0%	0.0%	\$1,250,000	\$1,250,000	\$0	\$0	\$0	\$0	\$1,250,000
FY 2023/24 Traffic Signal LED Replacement Program (ST24008) - citywide - traffic signal LED lenses replacement			0.0%	0.0%	\$30,000	\$30,000	\$0	\$0	\$0	\$0	\$30,000
FY 2023/24 Speed Surveys and Traffic Counts (ST24010)			0.0%	0.0%	\$45,000	\$45,000	\$0	\$0	\$0	\$0	\$45,000
FY 2024/25 Sidewalk Replacement Program (ST25002)			0.0%	0.0%	\$300,000	\$300,000	\$0	\$0	\$0	\$0	\$300,000
FY 2024/25 Street Improvements Program (ST25003)			0.0%	0.0%	\$1,750,000	\$1,750,000	\$0	\$0	\$0	\$0	\$1,750,000
FY 2025/26 Sidewalk Replacement Program			0.0%	0.0%	\$250,000	\$0	\$250,000	\$0	\$0	\$0	\$250,000
FY 2025/26 Street Improvements Program			0.0%	0.0%	\$1,600,000	\$0	\$1,600,000	\$0	\$0	\$0	\$1,600,000
FY 2025/26 Striping Program (Bi-Annual)			0.0%	0.0%	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$150,000
FY 2026/27 Sidewalk Replacement Program			0.0%	0.0%	\$250,000	\$0	\$0	\$250,000	\$0	\$0	\$250,000
FY 2026/27 Street Improvements Program			0.0%	0.0%	\$1,600,000	\$0	\$0	\$1,600,000	\$0	\$0	\$1,600,000
FY 2027/28 Sidewalk Replacement Program			0.0%	0.0%	\$250,000	\$0	\$0	\$0	\$250,000	\$0	\$250,000
FY 2027/28 Street Improvements Program			0.0%	0.0%	\$1,600,000	\$0	\$0	\$0	\$1,600,000	\$0	\$1,600,000
FY 2027/28 Striping Program (Bi-Annual)			0.0%	0.0%	\$150,000	\$0	\$0	\$0	\$150,000	\$0	\$150,000
FY 2028/29 Sidewalk Replacement Program			0.0%	0.0%	\$250,000	\$0	\$0	\$0	\$0	\$250,000	\$250,000
FY 2028/29 Street Improvements Program			0.0%	0.0%	\$1,600,000	\$0	\$0	\$0	\$0	\$1,600,000	\$1,600,000
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Projects Total:</b>						\$4,470,237	\$2,000,000	\$1,850,000	\$2,000,000	\$1,850,000	\$12,170,237

**Total Programming is currently**

**93%**

*(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)*

**Total Estimated Programming:**

**\$12,170,237**

**Attachment: Attachment 1: 2024-25 through 2028-29 CIP Reports All (11158 : Summary of Measure I**



Resolution Number:	R-87-24
Resolution Approval Date:	8/6/2024
Contact Person/Title:	Victor Ortiz, P.E.
Phone:	909 514-4210
Email:	vortiz@coltonca.gov

**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
**Fiscal Years 2024/2025 thru 2028/2029**

Jurisdiction **19.a**  
**Colton**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)	Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	6/30/24 Carryover Balance	Total Est. Rev.
					\$1,387,290	\$1,418,245	\$1,458,540	\$1,498,245	\$1,549,457	\$1,589,288	\$7,311,776
					Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total	
Pavement Rehab: Cooley Drive (West end to Ashley Way)			0.0%	0.0%	\$403,608	\$403,608	\$0	\$0	\$0	\$0	\$403,608
Pavement Rehab: Olive Ave. (La Cadena Dr. to Bordwell Ave)			0.0%	0.0%	\$101,160	\$101,160	\$0	\$0	\$0	\$0	\$101,160
Pavement Rehab: Bordwell Ave. (East End of Olive to Olive Ave)			0.0%	0.0%	\$33,325	\$33,325	\$0	\$0	\$0	\$0	\$33,325
Pavement Rehab: 11th St. (M St. to O St.)			0.0%	0.0%	\$70,360	\$70,360	\$0	\$0	\$0	\$0	\$70,360
Pavement Rehab: Randall Ave (Pepper Ave. to West City Limit)			0.0%	0.0%	\$147,753	\$147,753	\$0	\$0	\$0	\$0	\$147,753
Pavement Rehab: Berkely Ct. (Rosedale Ave.- West End)			0.0%	0.0%	\$44,505	\$44,505	\$0	\$0	\$0	\$0	\$44,505
FY 24-25 Citywide Alley Paving Project			0.0%	0.0%	\$63,700	\$63,700	\$0	\$0	\$0	\$0	\$63,700
Citywide Sidewalk and ADA Improvement Project			0.0%	0.0%	\$257,806	\$257,806	\$0	\$0	\$0	\$0	\$257,806
FY 24/25 Citywide Slurry Seal Project			0.0%	0.0%	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$200,000
FY 24/25 Citywide Street and Traffic Improvement			0.0%	0.0%	\$65,073	\$65,073	\$0	\$0	\$0	\$0	\$65,073
Pavement Rehab: 2nd St. (Valley to South end)			0.0%	0.0%	\$31,235	\$29,355	\$0	\$0	\$0	\$0	\$29,355
Pavement Rehab: 5th Street (N St. to Maple St.)			0.0%	0.0%	\$134,213	\$123,182	\$0	\$0	\$0	\$0	\$123,182
Pavement Rehab: 12 St. (O St. to N St.)			0.0%	0.0%	\$25,191	\$23,675	\$0	\$0	\$0	\$0	\$23,675
Pavement Rehab: Bryce Ct. (Canyon Dr. to End)			0.0%	0.0%	\$44,108	\$41,453	\$0	\$0	\$0	\$0	\$41,453
Pavement Rehab: Cameron St. (North to South end)			0.0%	0.0%	\$86,642	\$81,432	\$0	\$0	\$0	\$0	\$81,432
Pavement Rehab: Carbon Ct. (Canyon Dr. to End)			0.0%	0.0%	\$38,007	\$35,719	\$0	\$0	\$0	\$0	\$35,719
Pavement Rehab: Cordillera Ave. (Bridge St. to Trail Ct.)			0.0%	0.0%	\$47,416	\$44,553	\$0	\$0	\$0	\$0	\$44,553
Pavement Rehab: Crescent Circle (Cordillera north to south)			0.0%	0.0%	\$130,212	\$119,310	\$0	\$0	\$0	\$0	\$119,310
Pavement Rehab: H Street (Rancho to Grand Ave.)			0.0%	0.0%	\$76,139	\$71,556	\$0	\$0	\$0	\$0	\$71,556
Pavement Rehab: Laurel Lane (Maple to South end)			0.0%	0.0%	\$23,730	\$22,302	\$0	\$0	\$0	\$0	\$22,302
Pavement Rehab: Mountain View Lane (OldRanch to so. end)			0.0%	0.0%	\$42,386	\$39,835	\$0	\$0	\$0	\$0	\$39,835
Olive St. Sidewalk Improvement Project (with County of SB)			0.0%	0.0%	\$826,000	\$181,000	\$0	\$0	\$0	\$0	\$181,000
FY 23/24 Citywide Slurry Seal project			0.0%	0.0%	\$200,000	\$182,939	\$0	\$0	\$0	\$0	\$182,939
FY 23/24 Citywide Sidewalk/ADA Improvement			0.0%	0.0%	\$264,358	\$48,992	\$0	\$0	\$0	\$0	\$48,992
City Wide Street and Traffic Improvement			0.0%	0.0%	\$79,239	\$35,374	\$0	\$0	\$0	\$0	\$35,374
Pavement Rehabilitation: Cooley Drive (I-215 Bridge to Ashley Way)			0.0%	0.0%	\$450,442	\$64,354	\$0	\$0	\$0	\$0	\$64,354
Pavement Rehabilitation: Rancho Ave. (South of N St. to Cement Plant Rd.)			0.0%	0.0%	\$235,333	\$2,911	\$0	\$0	\$0	\$0	\$2,911
Pavement Rehabilitation: Citrus St. (Bordwell to La Cadena)			0.0%	0.0%	\$124,395	\$8,502	\$0	\$0	\$0	\$0	\$8,502
Rosedale Ave. - City Limit Only (Litton Ave. to Cordova St.)			0.0%	0.0%	\$56,020	\$4,556	\$0	\$0	\$0	\$0	\$4,556
Pavement Rehabilitation: Litton Ave (La Cadena to Bostick Ave.)			0.0%	0.0%	\$95,514	\$1,509	\$0	\$0	\$0	\$0	\$1,509
O Street Improvement Project (La Cadena to 6th St.)			0.0%	0.0%	\$185,415	\$167,837	\$0	\$0	\$0	\$0	\$167,837
FY 22/23 Citywide Sidewalk and ADA Project			0.0%	0.0%	\$173,054	\$997	\$0	\$0	\$0	\$0	\$997
Bridge Retrofit - Mt. Vernon Ave. over Santa Ana River			0.0%	0.0%	\$3,500,000	\$50,198	\$0	\$0	\$0	\$0	\$50,198
San Bernardino Ave. St. Improvement bet. Pepper and Indigo (installation curb, gutter, sidewalk, striping & signs)	Yes	Yes	0.0%	0.0%	\$450,000	\$77,321	\$0	\$0	\$0	\$0	\$77,321
FY21/22 Citywide Slurry Seal/Surface Treatment Project			0.0%	0.0%	\$136,880	\$33,217	\$0	\$0	\$0	\$0	\$33,217
Barton Bridge Removal Project	Yes	Yes	0.0%	0.0%	\$4,500,000	\$32,090	\$0	\$0	\$0	\$0	\$32,090
La Cadena Bridge Replacement Project	Yes	Yes	56.4%	43.6%	\$32,000,000	\$65,116	\$0	\$0	\$0	\$0	\$65,116
Citywide Paving Project			0.0%	0.0%	\$3,320,000	\$0	\$800,000	\$810,000	\$830,000	\$880,000	\$3,320,000
Citywide Alley Paving Project			0.0%	0.0%	\$335,000	\$0	\$80,000	\$85,000	\$85,000	\$85,000	\$335,000
Citywide Sidewalk and ADA Improvement Project			0.0%	0.0%	\$1,160,000	\$0	\$270,000	\$280,000	\$300,000	\$310,000	\$1,160,000
Citywide Slurry Seal Project			0.0%	0.0%	\$900,000	\$0	\$220,000	\$225,000	\$225,000	\$230,000	\$900,000
Citywide Street and Traffic Improvement			0.0%	0.0%	\$209,487	\$0	\$48,245	\$58,540	\$58,245	\$44,457	\$209,487
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Projects Total:</b>					\$2,976,576	\$1,418,245	\$1,458,540	\$1,498,245	\$1,549,457	\$1,589,288	\$8,901,111

Total Programming is currently

100%

(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)

Total Estimated Programming:

\$8,901,111

Attachment 1 : 2024-25 through 2028-29 CIP Reports All (11158 : Summary of



Resolution Number:	
Resolution Approval Date:	
Contact Person/Title:	William Castrillon / Resource Budget Office
Phone:	(909) 350-7669
Email:	wcastrillon@fontanaca.gov

**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
**Fiscal Years 2024/2025 thru 2028/2029**

Jurisdiction:  
**Fontana**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)	Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	6/30/24 Carryover Balance	Total Est. Rev.
					\$5,586,207	\$5,710,856	\$5,873,112	\$6,032,991	\$6,239,210	\$29,442,375
					Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total
Speed Hump Project (0009)	No	No	0.0%	\$200,000	\$199,000	\$0	\$0	\$0	\$0	\$199,000
FYA Installations (0015)	No	No	0.0%	\$200,000	\$134,825	\$0	\$0	\$0	\$0	\$134,825
TruckRte/Street Name Sign Instal (0016)	No	No	0.0%	\$100,000	\$95,455	\$0	\$0	\$0	\$0	\$95,455
Citywide Centracs Expansion (0027)	No	No	0.0%	\$187,000	\$1,000	\$0	\$0	\$0	\$0	\$1,000
Street Name Sign Replacement (0033)	No	No	0.0%	\$216,000	\$215,000	\$0	\$0	\$0	\$0	\$215,000
Mango & Wabash RRFB (0050)	No	No	0.0%	\$50,000	\$49,000	\$0	\$0	\$0	\$0	\$49,000
Live Oak & Cloverdale RRFB (0051)	No	No	0.0%	\$50,000	\$49,000	\$0	\$0	\$0	\$0	\$49,000
Citrus/Malaga Pedestrian Xing (3356)	No	No	0.0%	\$100,000	\$1,000	\$98,000	\$0	\$0	\$0	\$99,000
W Liberty Parkway/Miller TS (0002)	No	No	0.0%	\$829,884	\$601,839	\$0	\$0	\$0	\$0	\$601,839
Fontana SRTS Gap Closure (0003)	No	No	0.0%	\$4,635,000	\$2,841,834	\$0	\$0	\$0	\$0	\$2,841,834
Metrolink Station Access Imprvments (0006)	No	Yes	0.0%	\$29,490	\$1,000	\$0	\$0	\$0	\$0	\$1,000
Bridlepath at Oxer RRFB Project (0007)	No	No	0.0%	\$30,000	\$29,000	\$0	\$0	\$0	\$0	\$29,000
Fiber Optic / Heritage Cir & Sierra TS Connectivity (0023)	No	No	0.0%	\$405,000	\$179,838	\$0	\$0	\$0	\$0	\$179,838
Date Elementary School SRTS (ATP) (0029)	No	No	0.0%	\$249,000	\$39,568	\$0	\$0	\$0	\$0	\$39,568
Baseline Ave and Palmetto Ave TS (0031)	No	Yes	0.0%	\$800,000	\$708,382	\$0	\$0	\$0	\$0	\$708,382
Summit Ave. Left-Turn Phasing (0032)	No	No	0.0%	\$76,000	\$75,000	\$0	\$0	\$0	\$0	\$75,000
Central City Park Sidewalk Improve (0037)	No	No	0.0%	\$65,220	\$1,000	\$0	\$0	\$0	\$0	\$1,000
Cypress Ave at Summit Ave TS (0038)	No	No	0.0%	\$160,000	\$89,595	\$0	\$0	\$0	\$0	\$89,595
Westgate at Chery and Victoria Ave (0042)	No	No	0.0%	\$4,040,000	\$133,323	\$0	\$0	\$0	\$0	\$133,323
Randall Ave Improvements (0048)	No	No	0.0%	\$1,540,000	\$933,403	\$0	\$0	\$0	\$0	\$933,403
S.Highland & Juniper Traffic Signal (0052)	No	No	0.0%	\$260,000	\$1,000	\$222,492	\$0	\$0	\$0	\$223,492
Maple Ave Pavement Rehabilitation (0053)	No	No	0.0%	\$272,000	\$271,000	\$0	\$0	\$0	\$0	\$271,000
Santa Ana & Juniper Ave TS (0054)	No	No	0.0%	\$910,000	\$1,000	\$27,819	\$0	\$0	\$0	\$28,819
Valley & Live Oak Recon Curb Return (0057)	No	No	0.0%	\$285,000	\$1,000	\$260,318	\$0	\$0	\$0	\$261,318
TMS Signal Upgrades (0064)	No	No	0.0%	\$1,331,800	\$660,052	\$0	\$0	\$0	\$0	\$660,052
Catawba Ave SRTS TDA 2023 (0068)	No	No	0.0%	\$792,696	\$393,326	\$0	\$0	\$0	\$0	\$393,326
Citywide Bus Pads TDA (0069)	No	No	0.0%	\$84,319	\$24,296	\$0	\$0	\$0	\$0	\$24,296
Citywide RRFB (TDA)(0070)	No	No	0.0%	\$70,000	\$16,500	\$0	\$0	\$0	\$0	\$16,500
Sierra/Riverside TS (3329)	No	No	0.0%	\$339,310	\$52,007	\$0	\$0	\$0	\$0	\$52,007
Alder-Locust-Ramona SRTS (3339)	No	No	0.0%	\$6,051,660	\$2,882,925	\$0	\$0	\$0	\$0	\$2,882,925
Cherry/Live Oak Traffic Signal Mod (3341)	No	Yes	0.0%	\$1,336,000	\$197,055	\$0	\$0	\$0	\$0	\$197,055
San Sevaine Trail PH I Seg 2 (3345)	No	No	0.0%	\$17,553,626	\$368,966	\$0	\$0	\$0	\$0	\$368,966
Arrow/Tokay TS (3354)	No	No	0.0%	\$1,712,000	\$1,484,957	\$0	\$0	\$0	\$0	\$1,484,957
Citrus/Ceres Traffic Signal (3355)	No	No	0.0%	\$1,533,000	\$93,875	\$0	\$0	\$0	\$0	\$93,875
Citrus/Malaga Pedestrian Xing (3356)	No	No	0.0%	\$100,000	\$1,000	\$98,000	\$0	\$0	\$0	\$99,000
Alder Middle School S/W (3367)	No	No	0.0%	\$3,770,889	\$2,504,371	\$0	\$0	\$0	\$0	\$2,504,371
Mango/So Highland TS (3382)	No	Yes	0.0%	\$1,389,000	\$364,032	\$0	\$0	\$0	\$0	\$364,032
FS 78 Citrus/Chase TS (3384)	No	No	0.0%	\$1,114,727	\$694,177	\$0	\$0	\$0	\$0	\$694,177
Arrow/Cypress TS (3386)	No	No	0.0%	\$2,325,000	\$2,015,835	\$0	\$0	\$0	\$0	\$2,015,835

Attachment: Attachment 1: 2024-25 through 2028-29 CIP Reports All (11158 :

Resolution Number:	
Resolution Approval Date:	
Contact Person/Title:	William Castrillon / Resource Budget Office
Phone:	(909) 350-7669
Email:	wcastrillon@fontanaca.gov

Measure I Local Pass-through Program  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
 Fiscal Years 2024/2025 thru 2028/2029

Jurisdiction:  
**Fontana**

Live Oak /Millage Drive TS (F3600074)	No	No	0.0%	0.0%	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Alder Ave & Marygold Ave TS (F3600071) County is lead.	No	No	0.0%	0.0%	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Beech/Valley TS (F3600073)	No	No	0.0%	0.0%	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Randall & Mango TS (F3600075)	No	No	0.0%	0.0%	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
San Bernardino/Oleander TS (F3600076)	No	No	0.0%	0.0%	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Cherry & Banana TS (F3600041)	No	No	0.0%	0.0%	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Randall & Oleander TS (F3600078)	No	No	0.0%	0.0%	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
Beech & Walnut TS (F3600077)	No	No	0.0%	0.0%	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
Baseline/Tamarind TS (F3600038)	No	No	0.0%	0.0%	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Catawba/Fontana/Randall TS (F3600047)	No	No	0.0%	0.0%	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Cherry/Village TS (F3600044)	No	No	0.0%	0.0%	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Arrow/Laurel TS (F3600037)	No	No	0.0%	0.0%	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
Knox/South Highland TS (F3600045)	No	No	0.0%	0.0%	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
24637013 MI Customer Relation	No	No	0.0%	0.0%	\$91,800	\$18,360	\$18,360	\$18,360	\$18,360	\$18,360	\$91,800
24637014 MI Local Cost Alloca	No	No	0.0%	0.0%	\$2,251,100	\$450,220	\$450,220	\$450,220	\$450,220	\$450,220	\$2,251,100
24637424 MI Trf Sig Mods/Upgr	No	No	0.0%	0.0%	\$34,100	\$6,820	\$6,820	\$6,820	\$6,820	\$6,820	\$34,100
24637425 MI Trf Sig Timing Sy	No	No	0.0%	0.0%	\$35,850	\$7,170	\$7,170	\$7,170	\$7,170	\$7,170	\$35,850
24637426 MI Traffic Sig Impr	No	No	0.0%	0.0%	\$35,850	\$7,170	\$7,170	\$7,170	\$7,170	\$7,170	\$35,850
24637507 MI Traffic Engineeri	No	No	0.0%	0.0%	\$2,344,200	\$468,840	\$468,840	\$468,840	\$468,840	\$468,840	\$2,344,200
24637509 MI Street Lighting R	No	No	0.0%	0.0%	\$604,350	\$120,870	\$120,870	\$120,870	\$120,870	\$120,870	\$604,350
24637510 Street Striping Rela	No	No	0.0%	0.0%	\$292,300	\$58,460	\$58,460	\$58,460	\$58,460	\$58,460	\$292,300
24637512 Local Vehicle Mainte	No	No	0.0%	0.0%	\$276,150	\$55,230	\$55,230	\$55,230	\$55,230	\$55,230	\$276,150
24637513 MI Street Related Ac	No	No	0.0%	0.0%	\$521,850	\$104,370	\$104,370	\$104,370	\$104,370	\$104,370	\$521,850
24637514 System Traffic Controller Cabs	No	No	0.0%	0.0%	\$1,311,700	\$262,340	\$262,340	\$262,340	\$262,340	\$262,340	\$1,311,700
24637515 System Traffic Controller Wequpment	No	No	0.0%	0.0%	\$6,300	\$1,260	\$1,260	\$1,260	\$1,260	\$1,260	\$6,300
24637516 System Traffic Signa	No	No	0.0%	0.0%	\$2,320,000	\$464,000	\$464,000	\$464,000	\$464,000	\$464,000	\$2,320,000
24637517 Preventative Signal	No	No	0.0%	0.0%	\$506,950	\$101,390	\$101,390	\$101,390	\$101,390	\$101,390	\$506,950
24637518 MI Traffic Signal Ma	No	No	0.0%	0.0%	\$6,696,050	\$1,339,210	\$1,339,210	\$1,339,210	\$1,339,210	\$1,339,210	\$6,696,050
24637519 Traffic Related Sign	No	No	0.0%	0.0%	\$161,350	\$32,270	\$32,270	\$32,270	\$32,270	\$32,270	\$161,350
24637520 Emergency Reserve Eq	No	No	0.0%	0.0%	\$481,950	\$96,390	\$96,390	\$96,390	\$96,390	\$96,390	\$481,950
24637521 Traffic Signal Maint	No	No	0.0%	0.0%	\$34,050	\$6,810	\$6,810	\$6,810	\$6,810	\$6,810	\$34,050
24637522 Traffic Signal Insta	No	No	0.0%	0.0%	\$34,050	\$6,810	\$6,810	\$6,810	\$6,810	\$6,810	\$34,050
24637523 Traffic Signal Comm	No	No	0.0%	0.0%	\$27,800	\$5,560	\$5,560	\$5,560	\$5,560	\$5,560	\$27,800
<b>Projects Total:</b>					\$22,018,986	\$13,320,179	\$7,613,550	\$3,613,550	\$3,613,550	\$3,613,550	\$50,179,815

Total Programming is currently

100%

(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)

Total Estimated Programming:

\$50,179,815

Attachment 1 : 2024-25 through 2028-29 CIP Reports All (11158 :

Resolution Number:	2024-
Resolution Approval Date:	6/11/2024
Contact Person/Title:	Shanita Tillman, Senior Mgt. Analyst
Phone:	909-954-5191
Email:	stillman@grandterrace-ca.gov

**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
 Fiscal Years 2024/2025 thru 2028/2029

Jurisdiction:  
**Grand Terrace**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)	Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	6/30/24 Carryover Balance	Total Est. Rev.
					\$333,443	\$340,884	\$350,569	\$360,112	\$372,421	\$0.00	\$1,757,430
					Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate		Total
CIP Pavement Management Program	No	No	0.0% 0.0%	\$1,000,000	\$208,812	\$275,064	\$170,745	\$309,645	\$282,421		\$1,246,687
Tree Maintenance Program - WCA	No	No	0.0% 0.0%	\$238,734	\$73,188	\$50,820	\$29,824	\$20,467	\$75,000		\$249,299
Tree Maintenance Program 2	No	No	0.0% 0.0%	\$90,000	\$15,000	\$15,000	\$30,000	\$30,000	\$15,000		\$105,000
CIP Citywide Street Lighting Study	No	No	0.0% 0.0%	\$120,000	\$0	\$0	\$120,000	\$0	\$0		\$120,000
Project Administration	No	No	0.0% 0.0%	\$36,443	\$36,443	\$0	\$0	\$0	\$0		\$36,443
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0% 0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
<b>Projects Total:</b>					\$333,443	\$340,884	\$350,569	\$360,112	\$372,421		\$1,757,429

**Total Programming is currently** 100% *(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)* **Total Estimated Programming:** \$1,757,429

Attachment: Attachment 1: 2024-25 through 2028-29 CIP Reports All (11158 : Summary of Measure I



Resolution Number:	2024-
Resolution Approval Date:	8/13/2024
Contact Person/Title:	Octavio Duran Jr., Public Works Director
Phone:	(909) 864-6861
Email:	oduran@cityofhighland.org

**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
 Fiscal Years 2024/2025 thru 2028/2029

Jurisdiction:

**Highland**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	6/30/24 Carryover Balance					\$3,982,006.66
						FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	Total Est. Rev.
						\$1,461,388	\$1,493,997	\$1,536,444	\$1,578,269	\$1,632,218	\$7,702,316
					Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total	
brg07001 - Base Line Bridge over City Creek	No	No	100.0%	0.0%	\$43,357,000	\$0	\$0	\$205,000	\$0	\$0	\$205,000
ola23001 - Union St & Elmwood Ct	No	No	100.0%	0.0%	\$295,000	\$65,000	\$0	\$0	\$0	\$0	\$65,000
ola23002 - 5th Street/Greenspot Road/Orange Street	No	No	100.0%	0.0%	\$3,358,000	\$1,939,000	\$0	\$0	\$0	\$0	\$1,939,000
ola24001 - CDBG Streets FY 2024-25 - Cunningham St, Flemming St, 7th St and Colwyn Ave	No	No	100.0%	0.0%	\$295,000	\$295,000	\$0	\$0	\$0	\$0	\$295,000
ola25001 - CDBG Streets FY 2025-26 - North of 3rd Street, east of Church Ave, west of Tippecanoe Ave, south of Highland Ave	No	No	100.0%	0.0%	\$295,000	\$0	\$30,000	\$277,000	\$0	\$0	\$307,000
ola26001 - CDBG Streets FY 2026-27 - North of 3rd Street, east of Church Ave, west of Tippecanoe Ave, south of Highland Ave	No	No	100.0%	0.0%	\$295,000	\$0	\$0	\$30,000	\$277,000	\$0	\$307,000
ola27001 - CDBG Streets FY 2027-28 - North of 3rd Street, east of Church Ave, west of Tippecanoe Ave, south of Highland Ave	No	No	100.0%	0.0%	\$295,000	\$0	\$0	\$0	\$30,000	\$277,000	\$307,000
ola28001 - CDBG Streets FY 2028-29 - North of 3rd Street, east of Church Ave, west of Tippecanoe Ave, south of Highland Ave	No	No	100.0%	0.0%	\$295,000	\$0	\$0	\$0	\$0	\$30,000	\$30,000
sdr19001 - Elder Gulch Storm Drain	No	No	100.0%	0.0%	\$645,000	\$61,000	\$0	\$0	\$0	\$0	\$61,000
str22001 - Pacific Street - Del Rosa Drive to Sterling Avenue (Joint Project with San Bernardino County)	No	No	100.0%	0.0%	\$1,742,000	\$402,400	\$0	\$0	\$0	\$0	\$402,400
str22002 - Highland regional Connector on Orange Street, Tonner Drive, Streater Drive, Glenheather Drive and Love Street	Yes	No	100.0%	0.0%	\$958,000	\$98,000	\$0	\$0	\$0	\$0	\$98,000
str23001 - 5th Street (Del Rosa Drive to Victoria Avenue), Greenspot Road (SR-210 to east City limits) and Orange Street (Boulder Avenue to south City limits)	No	No	100.0%	0.0%	\$155,000	\$15,500	\$0	\$0	\$0	\$0	\$15,500
str23003 - Sector A&B Pavement Rehab (Base Line to North City Limit, Lankershim Ave to West City Limit, Base Line to South City Limit)	No	No	100.0%	0.0%	\$6,406,000	\$1,798,000	\$1,689,000	\$0	\$0	\$0	\$3,487,000
str24001 - Sector A-E Preventative Maintenance (3rd St to Pacific St, Tippecanoe Ave to Aplin St, Greenspot Rd to North City Limit)	No	No	100.0%	0.0%	\$3,203,000	\$65,000	\$0	\$0	\$0	\$0	\$65,000
str25001 - Sector C Pavement Rehab (Base Line to South City Limit, Lankershim Ave to SR-210)	No	No	100.0%	0.0%	\$3,203,000	\$0	\$1,689,000	\$0	\$0	\$0	\$1,689,000
str26001 - Sector D Pavement Rehab (Base Line to North City Limit, La Praix St to Cloverhill Dr)	No	No	100.0%	0.0%	\$3,202,000	\$0	\$0	\$1,688,000	\$0	\$0	\$1,688,000
str27001 - Sector E Pavement Rehab (Greenspot Rd to Base Line, Plunge Creek Rd to Boulder Ave)	No	No	100.0%	0.0%	\$3,202,000	\$0	\$0	\$0	\$1,688,000	\$0	\$1,688,000
swk19001 - 9th St Transit Stops, Sidewalk and Bikeway Improvements Design & R/W Only (Eucalyptus Dr to Victoria Ave)	Yes	No	100.0%	0.0%	\$174,000	\$55,000	\$0	\$0	\$0	\$0	\$55,000
swk19002 - Transit Stop Access Improvements - Base Line, Boulder Ave., 9th St. and Olive Tree Ln.	Yes	No	100.0%	0.0%	\$96,000	\$5,000	\$0	\$0	\$0	\$0	\$5,000
swk21001 - Messina Street/Seine Avenue Sidewalk Gap Closure	No	No	100.0%	0.0%	\$126,000	\$5,000	\$0	\$0	\$0	\$0	\$5,000
swk23001 - City-wide Sidewalk Repairs	No	No	100.0%	0.0%	\$555,000	\$10,000	\$0	\$0	\$0	\$0	\$10,000
Categorical Project - Miscellaneous City-Wide Street Repair	No	No	100.0%	0.0%	\$250,000	\$50,000	\$50,000	\$50,000	\$50,000	\$0	\$200,000
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Projects Total:</b>						\$4,863,900	\$3,458,000	\$2,250,000	\$2,045,000	\$307,000	\$12,923,900

Total Programming is currently

111%

(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)

Total Estimated Programming:

\$12,923,900

Attachment 1 : 2024-25 through 2028-29 CIP Reports All (11158 : Summary of Measure I

Resolution Number:	
Resolution Approval Date:	5/14/2024
Contact Person/Title:	T. Jarb Thaipejr, City Manager
Phone:	(909) 799-2811
Email:	jthaipejr@lomalinda-ca.gov

**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
**Fiscal Years 2024/2025 thru 2028/2029**

Jurisdiction:  
**Loma Linda**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	6/30/24 Carryover Balance
						\$658,654	\$673,351	\$692,482	\$711,333	\$735,647	\$76,859.07
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total
Pavement rehabilitation on Redlands Boulevard from Anderson Street to Mountain View Avenue, Richardson Street from Redlands Boulevard to north city limit, Beaumont Avenue from Mountain View Avenue to Bryn Mawr Avenue, California Street from Barton Road to Orange Avenue, Whittier Avenue from UPRR to Beaumont Avenue, Tracts 11516, 13046, 13705, 13943, 16650			0.0%	0.0%	\$0	\$750,000	\$0	\$0	\$0	\$0	
Pavement rehabilitation on Lawton Avenue from Bryn Mawr Ave to Whittier Ave, Mountain View Ave from Lawton Ave to Beaumont Ave, Beaumont Ave from Bryn Mawr Ave to UPRR, New Jersey St from Barton Road to Orange Ave, Tracts 14544, 14552, 14545, 15071			0.0%	0.0%	\$0	\$0	\$750,000	\$0	\$0	\$0	
Pavement rehabilitation on Redlands blvd from west city limit to Anderson street and from Montain View Ave to California St, Bryn Mawr Ave from Beaumont Ave to Lawton Ave, Coloma St from Redlands Ave to Park Ave and from Cottage St to State St, Curtis St from Van Leuven ST to Park Ave, State St, Lane St, Lilac St from Cottage St to south end of the cul-de-sac, Shedden St			0.0%	0.0%	\$0	\$0	\$0	\$750,000	\$0	\$0	
Pavement rehabilitation on Poplar Street, Seamont Drive, Ohio Street, Court Street, and Lind Avenue			0.0%	0.0%	\$0	\$0	\$0	\$0	\$750,000	\$0	
Lawton Avenue from Anderson Street to Bryn Mawr Avenue			0.0%	0.0%	\$0					\$750,000	
Sidewalks - citywide			0.0%	0.0%	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Projects Total:</b>						\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$4,000,000

**Total Programming is currently 113% (Must not exceed 150% of Carryover Balance + Total Estimated Revenue)**

**Total Estimated Programming: \$4,000,000**

Attachment: Attachment 1: 2024-25 through 2028-29 CIP Reports All (11158 : Summary of Measure I

Resolution Number:	24-2454
Resolution Approval Date:	8/19/2024
Contact Person/Title:	Monica Heredia, Public Works Director
Phone:	909-625-9441
Email:	mheredia@cityofmonclair.org

**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
**Fiscal Years 2024/2025 thru 2028/2029**

Jurisdiction:  
**Montclair**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	6/30/24 Carryover Balance	Total Est. Rev.
						\$979,748	\$1,001,609	\$1,030,067	\$1,058,107	\$1,094,276	\$0.00	\$5,163,806
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total	
Central Avenue Bridge - Consultant Services	No	No	0.0%	100.0%	\$33,552,355	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000		\$1,250,000
Central Avenue Bridge - Local Match	No	No	0.0%	100.0%	\$2,000,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000		\$500,000
I-10/Monte Vista Interchange Term Loan Agreement	No	No	0.0%	100.0%	\$32,219,539	\$279,748	\$351,609	\$380,067	\$408,107	\$994,276		\$2,413,807
Street Rehabilitation Projects			0.0%	0.0%	\$0	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000		\$3,500,000
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0		\$0
<b>Projects Total:</b>						\$1,329,748	\$1,401,609	\$1,430,067	\$1,458,107	\$2,044,276		\$7,663,807

**Total Programming is currently**

**148%**

*(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)*

**Total Estimated Programming:**

**\$7,663,807**

Attachment: Attachment 1 : 2024-25 through 2028-29 CIP Reports All (11158 : Summary of Measure I

Resolution Number:	2024-039
Resolution Approval Date:	9/10/2024
Contact Person/Title:	Kathy Raasch, Project Manager
Phone:	760-326-5700
Email:	kraasch@cityofneedles.com

**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
**Fiscal Years 2024/2025 thru 2028/2029**

Jurisdiction:  
**Needles**

6/30/24 Carryover Balance **\$708,972.92**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	Total Est. Rev.
						\$221,033	\$225,131	\$230,770	\$236,276	\$243,553	\$1,156,765
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total
City-wide Pavement Management Program	No	No	0.0%	0.0%	\$6,000,000	\$0	\$900,000	\$300,000	\$300,000	\$300,000	\$1,800,000
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Projects Total:</b>					\$0	\$900,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,800,000

**Total Programming is currently** **96%** *(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)* **Total Estimated Programming:** **\$1,800,000**

Attachment: Attachment 1: 2024-25 through 2028-29 CIP Reports All (11158 : Summary of Measure I Capital Improvement Plans of Member



**Measure I Local Pass-through Program  
FIVE YEAR CAPITAL IMPROVEMENT PLAN  
Fiscal Years 2024/2025 thru 2028/2029**

Jurisdiction:  
**Ontario**

Resolution Number:	
Resolution Approval Date:	17-Jun-24
Contact Person/Title:	Tricia Maruki, Assistant City Eng.
Phone:	909-395-2188
Email:	tmaruki@ontarioco.gov

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)	Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	6/30/24 Carryover Balance	Total Est. Rev.
					\$4,721,724	\$4,827,083	\$4,964,229	\$5,099,366	\$5,273,672	\$3,333,907.00	\$24,886,075
					Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate		Total
Traffic Counts	No	No	0.0%	0.0%	\$50,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Street Maintenance Slurry Seal and Cape Seal Pavement Rehabilitation	No	No	0.0%	0.0%	\$3,250,000	\$650,000	\$650,000	\$650,000	\$650,000	\$650,000	\$3,250,000
Geyer Court Street Improvements (Euclid to End)	No	No	0.0%	0.0%	\$720,000	\$720,000	\$0	\$0	\$0	\$0	\$720,000
Archibald Avenue Pavement Rehabilitation (Riverside to Schaefer, I-10 to Inland Empire, Victoria to Eucalyptus)	No	No	0.0%	0.0%	\$3,200,000	\$3,200,000	\$0	\$0	\$0	\$0	\$3,200,000
Hellman Avenue Pavement Rehabilitation (Mission to Francis)	No	No	0.0%	0.0%	\$600,000	\$600,000	\$0	\$0	\$0	\$0	\$600,000
Philadelphia Street Pavement Rehabilitation (Haven to Mission)	No	No	0.0%	0.0%	\$1,150,000	\$1,150,000	\$0	\$0	\$0	\$0	\$1,150,000
Proforma Avenue Pavement Rehabilitation (Mission to Francis)	No	No	0.0%	0.0%	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$400,000
Sixth Street Pavement Rehabilitation (Euclid to Mountain)	No	No	0.0%	0.0%	\$2,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
Archibald Avenue Pavement Rehabilitation (Schaefer to Eucalyptus)	No	No	0.0%	0.0%	\$600,000	\$0	\$600,000	\$0	\$0	\$0	\$600,000
Baker Avenue Pavement Rehabilitation (Fourth to Sixth)	No	No	0.0%	0.0%	\$750,000	\$0	\$750,000	\$0	\$0	\$0	\$750,000
Corona Avenue Pavement Rehabilitation (Fourth to Fifth)	No	No	0.0%	0.0%	\$600,000	\$0	\$600,000	\$0	\$0	\$0	\$600,000
Fifth Street Pavement Rehabilitation (El Dorado to Baker)	No	No	0.0%	0.0%	\$500,000	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Mountain Avenue Pavement Rehabilitation (Mission to SR-60)	No	No	0.0%	0.0%	\$1,600,000	\$0	\$1,600,000	\$0	\$0	\$0	\$1,600,000
Wineville Avenue Pavement Rehabilitation (Francis to Philadelphia)	No	No	0.0%	0.0%	\$500,000	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Fourth Street Pavement Rehabilitation (Etwanda to Wineville)	No	No	0.0%	0.0%	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
Milliken Avenue West Side Pavement Rehabilitation (SR60 to Riverside)	No	No	0.0%	0.0%	\$500,000	\$0	\$0	\$500,000	\$0	\$0	\$500,000
Fourth Street Pavement Rehabilitation (Archibald to Haven)	No	No	0.0%	0.0%	\$675,000	\$0	\$0	\$675,000	\$0	\$0	\$675,000
Francis Street Pavement Rehabilitation (Benson to Mountain)	No	No	0.0%	0.0%	\$700,000	\$0	\$0	\$700,000	\$0	\$0	\$700,000
Francis Street Pavement Rehabilitation (Milliken to Rochester)	No	No	0.0%	0.0%	\$700,000	\$0	\$0	\$700,000	\$0	\$0	\$700,000
Vineyard Avenue Pavement Rehabilitation (Mission to Philadelphia)	No	No	0.0%	0.0%	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
Bon View Avenue Pavement Rehabilitation (Riverside to Chino)	No	No	0.0%	0.0%	\$500,000	\$0	\$0	\$0	\$500,000	\$0	\$500,000
Cucamonga Avenue Pavement Rehabilitation (Mission to Locust)	No	No	0.0%	0.0%	\$700,000	\$0	\$0	\$0	\$700,000	\$0	\$700,000
Eighth Street Pavement Rehabilitation (Grove to Baker)	No	No	0.0%	0.0%	\$700,000	\$0	\$0	\$0	\$700,000	\$0	\$700,000
Riverside Drive Pavement Rehabilitation (Fem to Cucamonga)	No	No	0.0%	0.0%	\$1,100,000	\$0	\$0	\$0	\$1,100,000	\$0	\$1,100,000
Riverside Drive North Side Pavement Rehabilitation (Vineyard to Channel)	No	No	0.0%	0.0%	\$900,000	\$0	\$0	\$0	\$900,000	\$0	\$900,000
Riverside Drive Pavement Rehabilitation (Mill Creek to Hammer)	No	No	0.0%	0.0%	\$600,000	\$0	\$0	\$0	\$600,000	\$0	\$600,000
Vineyard Avenue Pavement Rehabilitation ( I-10 to Holt Blvd)	No	No	0.0%	0.0%	\$650,000	\$0	\$0	\$0	\$650,000	\$0	\$650,000
Archibald Avenue Pavement Rehabilitation (Philadelphia to SR-60)	No	No	0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Etwanda Avenue West Side Pavement Rehabilitation (Jurupa to Philadelphia)	No	No	0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$1,100,000	\$1,100,000

Attachment: Attachment 1 : 2024-25 through 2028-29 CIP Reports All (11158 :

**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
 Fiscal Years 2024/2025 thru 2028/2029

Jurisdiction:  
**Ontario**

Resolution Number:	
Resolution Approval Date:	17-Jun-24
Contact Person/Title:	Tricia Maruki, Assistant City Eng.
Phone:	909-395-2188
Email:	tmaruki@ontarioca.gov

Francis Street Pavement Rehabilitation (Carlos to Archibald)	No	No	0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$800,000	\$800,000
Grove Avenue Pavement Rehabilitation (Chino to Riverside)	No	No	0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
Main Street Pavement Rehabilitation (Sultana to Campus)	No	No	0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
Vineyard Avenue Pavement Rehabilitation (Seventh to Eighth)	No	No	0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$700,000	\$700,000
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Projects Total:</b>					\$7,730,000	\$5,210,000	\$5,235,000	\$5,810,000	\$4,660,000	\$28,645,000	\$28,645,000

Total Programming is currently 102% *(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)* Total Estimated Programming: \$28,645,000

Attachment: Attachment 1: 2024-25 through 2028-29 CIP Reports All (11158 :

Resolution Number:	2024-XXX
Resolution Approval Date:	8/21/2024
Contact Person/Title:	Justine Garcia, Dep. Dir. Eng Svcs
Phone:	909-774-2046
Email:	justine.garcia@cityofrc.us

**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
**Fiscal Years 2024/2025 thru 2028/2029**

**Rancho Cucamonga**

6/30/24 Carryover Balance **\$8,958,446.00**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)	Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	6/30/24 Carryover Balance	Total Est. Rev.
					\$4,532,361	\$4,633,495	\$4,765,141	\$4,894,858	\$5,062,174	\$8,958,446.00	\$23,888,029
					Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate		Total
Local Street Rehabilitation - Citywide	No	No	0.0%	0.0%	\$3,500,000	\$3,500,000	\$2,500,000	\$2,000,000	\$2,000,000	\$2,000,000	\$12,000,000
Concrete contract Services - Maintenance Citywide	No	No	0.0%	0.0%	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Major Traffic Signal Repairs	No	No	0.0%	0.0%	\$187,000	\$187,000	\$190,000	\$190,000	\$190,000	\$190,000	\$947,000
Signal Contract Services - Maintenance Citywide	No	No	0.0%	0.0%	\$1,023,000	\$1,023,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,023,000
Striping Contract Services -Maintenance Citywide	No	No	0.0%	0.0%	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
6th Street Rehabilitation - Haven to Cleveland	No	No	0.0%	0.0%	\$1,220,000	\$1,220,000	\$0	\$0	\$0	\$0	\$1,220,000
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Projects Total:</b>					\$6,180,000	\$3,940,000	\$3,440,000	\$3,440,000	\$3,440,000	\$3,440,000	\$20,440,000

Total Programming is currently **62%**

*(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)*

Total Estimated Programming: **\$20,440,000**

Attachment 1: 2024-25 through 2028-29 CIP Reports All (11158 : Summary of Measure I

Resolution Number:	8605
Resolution Approval Date:	7/2/2024
Contact Person/Title:	Gerard Nepomuceno/Civil Engineer
Phone:	(909)798-7584 ext.4
Email:	gnepomuceno@cityofredlands.org

**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
**Fiscal Years 2024/2025 thru 2028/2029**

Jurisdiction:  
**Redlands**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	6/30/24 Carryover Balance	Total Est. Rev.
						\$1,881,280	\$1,923,258	\$1,977,901	\$2,031,744	\$2,101,193	\$564,330.00	\$9,915,376
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total	
PMP 2024 Street Resurfacing Project	No	No	0.0%	100.0%	\$2,445,610	\$2,445,610	\$0	\$0	\$0	\$0		\$2,445,610
PMP 2025 Street Resurfacing Project	No	No	0.0%	100.0%	\$1,923,258	\$0	\$1,923,258	\$0	\$0	\$0		\$1,923,258
PMP 2026 Street Resurfacing Project	No	No	0.0%	100.0%	\$1,977,901	\$0	\$0	\$1,977,901	\$0	\$0		\$1,977,901
PMP 2027 Street Resurfacing Project	No	No	0.0%	100.0%	\$2,031,744	\$0	\$0	\$0	\$2,031,744	\$0		\$2,031,744
PMP 2028 Street Resurfacing Project	No	No	0.0%	100.0%	\$2,101,193	\$0	\$0	\$0	\$0	\$2,101,193		\$2,101,193
<b>Projects Total:</b>						\$2,445,610	\$1,923,258	\$1,977,901	\$2,031,744	\$2,101,193		\$10,479,706
<b>Total Programming is currently</b>						<b>100%</b>	<b>(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)</b>				<b>Total Estimated Programming:</b>	\$10,479,706

Attachment: Attachment 1 : 2024-25 through 2028-29 CIP Reports All (11158 : Summary of Measure I

Resolution Number:	
Resolution Approval Date:	8/13/2024
Contact Person/Title:	Amparo Corona
Phone:	(909) 421-7244
Email:	acorona@rialtoqa.gov

Jurisdiction:

**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
 Fiscal Years 2024/2025 thru 2028/2029

**Rialto**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	6/30/24 Carryover Balance	Total Est. Rev.
						\$2,692,247	\$2,752,321	\$2,830,520	\$2,907,572	\$3,006,959	\$4,873,199.00	\$14,189,619
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total	
(HSIP7) BASELINE STREET IMPROVEMENTS (MEDIANS)	No	No	0.0%	0.0%	\$1,439,828	\$328,971	\$0	\$0	\$0	\$0	\$0	\$328,971
ADA TRANSITION PLAN- PUBLIC RIGHT OF WAY	No	No	0.0%	0.0%	\$350,000	\$28,898	\$0	\$0	\$0	\$0	\$0	\$28,898
MERRILL AVENUE SAFE ROUTES TO SCHOOL (SRTS) IMPROVEMENTS PROJECT	No	No	0.0%	0.0%	\$1,454,696	\$804,912	\$0	\$0	\$0	\$0	\$0	\$804,912
PAVEMENT MANAGEMENT SYSTEM UPDATE	No	No	0.0%	0.0%	\$250,000	\$23,889	\$0	\$0	\$0	\$0	\$0	\$23,889
SYCAMORE AVENUE SAFE ROUTES TO SCHOOL (SRTS) PROJECT	No	No	0.0%	0.0%	\$915,232	\$313,538	\$0	\$0	\$0	\$0	\$0	\$313,538
TRAFFIC SIGNAL @ AYALA & FITZGERALD	No	No	0.0%	0.0%	\$500,000	\$33,107	\$0	\$0	\$0	\$0	\$0	\$33,107
TRAFFIC SIGNAL INSTALLATION: WILLOW/ SAN BERNARDINO AVENUE	No	No	0.0%	0.0%	\$812,752	\$768,665	\$0	\$0	\$0	\$0	\$0	\$768,665
STREET OVERLAY PEPPER AVE JOINT PROJECT WITH CITY OF SAN BERNARDINO (LEAD) STREET PEPPER-BASELINE/CITY LIMITS	No	No	0.0%	0.0%	\$2,900,000	\$1,283,592	\$0	\$0	\$0	\$0	\$0	\$1,283,592
SAFE STREETS FOR ALL ACTION PLAN	No	No	0.0%	0.0%	\$400,000	\$69,827	\$0	\$0	\$0	\$0	\$0	\$69,827
LOCUST AVENUE WIDENING- WIDENING FROM TWO TO FOUR LANES FROM RIVERSIDE AVENUE TO CASMALIA AVENUE	No	No	0.0%	0.0%	\$14,000,000	\$2,033,341	\$0	\$0	\$0	\$0	\$0	\$2,033,341
COOPERATIVE AGREEMENT WITH SAN BERNARDINO COUNTY FOR INSTALLATION OF TRAFFIC SIGNAL: CACTUS AVENUE AND EASTON AVENUE	No	No	0.0%	0.0%	\$887,000	\$222,000	\$0	\$0	\$0	\$0	\$0	\$222,000
CITYWIDE MINOR STREET IMPROVEMENTS & OTHER COSTS (GRANT ACTIVITIES)	No	No	0.0%	0.0%	\$150,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
PACIFIC ELECTRIC TRAIL EXTENSION	No	Yes	0.0%	0.0%	\$7,037,000	\$20,646	\$514,000	\$83,450	\$83,450	\$83,450	\$83,450	\$784,996
STREET REHABILITATION (OVERLAY)- APPROVED LIST OF STREETS: · Acacia Avenue: Rialto Avenue to Merrill Avenue · Bohner Avenue: Cedar Avenue to Ayala Drive · Etiwanda Avenue: Maple Avenue to Cedar Avenue · Etiwanda Avenue: Sycamore Avenue to Eucalyptus Avenue · Etiwanda Avenue: Cactus Avenue to Lilac Avenue · Eucalyptus Avenue: Walnut Avenue to Baseline Road · Eucalyptus Avenue: Merrill Avenue to Carter Street · Easton Street: Arrowhead Avenue to Brampton Avenue · Lilac Avenue: Foothill Blvd. to Rialto Avenue · Randall Avenue: Riverside Avenue to Sycamore Avenue · Sycamore Avenue: Wilson Street to Merrill Avenue	No	No	0.0%	0.0%	\$10,375,000	\$1,068,139	\$0	\$0	\$0	\$0	\$1,068,139	
(HSIP11) CEDAR AVENUE AND MERRILL AVENUE LEFT TURN PHASING PROJECT (NEW IN FY25)	No	No	0.0%	0.0%	\$413,200	\$40,266	\$0	\$0	\$0	\$0	\$0	\$40,266
FRISBIE MIDDLE SCHOOL SAFE ROUTES TO SCHOOL (SRTS) (NEW IN FY2025)	No	No	0.0%	0.0%	\$1,095,091	\$587,338	\$0	\$0	\$0	\$0	\$0	\$587,338
BEMIS ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL (SRTS) (NEW IN FY2025)	No	No	0.0%	0.0%	\$716,745	\$385,495	\$0	\$0	\$0	\$0	\$0	\$385,495
FY24/25 STREET REHABILITATION PROJECT - VARIOUS STREETS PHASE III (NEW IN FY2025)	No	No	0.0%	0.0%	\$6,800,000	\$1,252,933	\$2,200,000	\$2,200,000	\$2,200,000	\$2,200,000	\$2,200,000	\$10,052,933
CURB GUTTER & SIDEWALK IMPROVEMENTS	No	No	0.0%	0.0%	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Projects Total:</b>						\$9,665,556	\$2,964,000	\$2,533,450	\$2,533,450	\$2,533,450	\$2,533,450	\$20,229,906

*(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)*

Total Programming is currently 106%

Total Estimated Programming: \$20,229,906

Attachment 1: 2024-25 through 2028-29 CIP Reports All (11158 : Summary of

Resolution Number:	2024-XXX
Resolution Approval Date:	8/21/2024
Contact Person/Title:	Lynn Merrill
Phone:	(909) 384-5140
Email:	merrill_ly@sbcity.org

**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
**Fiscal Years 2024/2025 thru 2028/2029**

Jurisdiction:  
**San Bernardino**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	6/30/24 Carryover Balance	
						\$5,833,203	\$5,963,362	\$6,132,792	\$6,299,740	\$6,515,077	\$13,098,360.16	
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total Est. Rev.	
State HWY I-215 and University Parkway Interchange Improvements (7240)			0.0%	0.0%	\$17,000,000	\$1,725,080	\$0	\$0	\$0	\$0		
H St. Widening from Kendall Dr. to 40th St. (7872)			67.6%	32.4%	\$1,900,000	\$5,000	\$0	\$0	\$0	\$0		
ATP Cycle 2 Safe Route to School		Yes	0.0%	0.0%	\$453,000	\$65,160	\$0	\$0	\$0	\$0		
Citywide Pavement Rehabilitation (7306)			0.0%	0.0%	\$1,415,386	\$1,415,386	\$0	\$0	\$0	\$0		
City of Highland Joint Projects: Pacific Avenue Pavement Rehabilitation (8674)			0.0%	0.0%	\$1,273,097	\$1,375,592	\$0	\$0	\$0	\$0		
Pepper Ave Rehabilitation (8713)			0.0%	0.0%	\$6,600,000	\$2,012,807	\$0	\$0	\$0	\$0		
Street Rehabilitation : Bellview St., 27th St., Temple St. (8834, 8835, 8836)			0.0%	0.0%	\$1,667,033	\$542,775	\$0	\$0	\$0	\$0		
SB County Joint Rehab Projects (8885)			0.0%	0.0%	\$6,632,500	\$3,637,000	\$0	\$0	\$0	\$0		
State Highway CA-210 Interchange Improvements at Waterman Avenue (8927)			0.0%	0.0%	\$1,425,924	\$1,198,066	\$0	\$0	\$0	\$0		
Pavement Management Program (8956)			0.0%	0.0%	\$1,000,000	\$700,000	\$300,000	\$0	\$0	\$0		
<b>Projects Total:</b>						\$12,676,866	\$300,000	\$0	\$0	\$0	\$12,976,866	
<b>Total Programming is currently</b>						<b>30%</b>		<b>(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)</b>			<b>Total Estimated Programming:</b>	\$12,976,866

Attachment: Attachment 1: 2024-25 through 2028-29 CIP Reports All (11158 : Summary of Measure I Capital Improvement Plans of

Resolution Number:	
Resolution Approval Date:	
Contact Person/Title:	Brenda Hernandez/ Transportation Analyst II
Phone:	(909) 387-8243
Email:	Brenda.Hernandez@dpw.sbcounty.gov

**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
**Fiscal Years 2024/2025 thru 2028/2029**

Jurisdiction:  
**County/Colorado River**

6/30/24 Carryover Balance **\$556,826.00**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	Total Est. Rev.
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total
Congestion Management Program	No	No	0.0%	0.0%	\$3,750	\$750	\$750	\$750	\$750	\$750	\$3,750
Routine Maintenance	No	No	0.0%	0.0%	\$10,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$10,000
Traffic Control Devices	No	No	0.0%	0.0%	\$5,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
Projects Total:						\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$18,750

Total Programming is currently

2%

*(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)*

Total Estimated Programming:

\$18,750

Attachment: Attachment 1: 2024-25 through 2028-29 CIP Reports All (11158 : Summary of Measure I







Resolution Number:	
Resolution Approval Date:	
Contact Person/Title:	Brenda Hernandez/ Transportation Analyst II
Phone:	(909) 387-8243
Email:	Brenda.Hernandez@dpw.sbcounty.gov

Measure I Local Pass-through Program

**FIVE YEAR CAPITAL IMPROVEMENT PLAN**

Fiscal Years 2024/2025 thru 2028/2029

Jurisdiction:

**County/Mountains**

6/30/24 Carryover Balance **\$2,951,724.00**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	Total Est. Rev.
						\$1,259,892	\$1,395,416	\$1,437,044	\$1,478,202	\$1,530,841	\$7,101,395
					Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate		Total
Congestion Management Program	No	No	0.0%	0.0%	\$15,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$15,000
Routine Maintenance	No	No	0.0%	0.0%	\$50,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Traffic Control Devices	No	No	0.0%	0.0%	\$5,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000
Daley Canyon Road and Other Roads, SAMI, Mill and Overlay - SEE ATTACHEMENT A ROADS LIST	No	No	0.0%	0.0%	\$139,000	\$10,000	\$129,000	\$0	\$0	\$0	\$139,000
Lake Gregory Dr and Lake Dr, SAMI, Leveling Course, Mill and Overlay - SEE ATTACHEMENT A ROADS LIST	No	No	0.0%	0.0%	\$4,543,000	\$5,000	\$0	\$0	\$0	\$0	\$5,000
Old Waterman Canyon Road and Other Roads (Crestline Area), Crack Seal, Chip Seal, Fog Seal, SAMI, Leveling Course and Overlay - SEE ATTACHEMENT A ROADS LIST	No	No	0.0%	0.0%	\$1,620,000	\$300,000	\$1,300,000	\$0	\$0	\$0	\$1,600,000
Big Bear Blvd at Greenspot Road Traffic Signals	No	No	0.0%	0.0%	\$400,000	\$20,000	\$20,000	\$360,000	\$0	\$0	\$400,000
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
Projects Total:						\$349,000	\$1,463,000	\$374,000	\$14,000	\$14,000	\$2,214,000

Total Programming is currently

22%

*(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)*

Total Estimated Programming:

\$2,214,000

Attachment: 2024-25 through 2028-29 CIP Reports All (11158 : Summary of Measure I

Resolution Number:	
Resolution Approval Date:	
Contact Person/Title:	Brenda Hernandez/ Transportation Analyst II
Phone:	(909) 387-8243
Email:	Brenda.Hernandez@dpw.sbcounty.gov

Jurisdiction:

**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
**Fiscal Years 2024/2025 thru 2028/2029**

**County/Valley**

6/30/24 Carryover Balance **\$10,700,786.00**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	Total Est. Rev.
						\$3,194,471	\$3,265,751	\$3,358,537	\$3,449,964	\$3,567,890	\$16,836,613
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total
Routine Maintenance	No	No	0.0%	0.0%	\$21,000	\$5,000	\$4,000	\$4,000	\$4,000	\$4,000	\$21,000
Traffic Control Devices	No	No	0.0%	0.0%	\$5,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000
San Bernardino Avenue, Cherry Ave E/Fontana Ave (North/South Sides) - Widening	No	No	58.3%	41.7%	\$2,227,587	\$5,000	\$2,222,587	\$0	\$0	\$0	\$2,227,587
Riverside Drive - Mill and Overlay - SEE ATTACHEMENT A ROADS LIST	No	No	0.0%	0.0%	\$2,084,000	\$20,000	\$20,000	\$2,024,000	\$0	\$0	\$2,064,000
Bloomington Ave - Cedar Ave to 0.11 miles NE of Larch Ave - Pavement Reconstruction and Storm Drain Replacement	No	No	0.0%	0.0%	\$5,757,000	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
Cajon Blvd Guardrail - Kenwood Ave to Cleghorn Ave - SEE ATTACHMENT A ROADS LIST	No	No	0.0%	0.0%	\$1,966,000	\$1,918,000	\$0	\$0	\$0	\$0	\$1,918,000
Banana Ave and Other Roads Mill and Overlay - SEE ATTACHEMENT A ROADS LIST	No	No	0.0%	0.0%	\$11,726,000	\$395,500	\$395,500	\$10,800,000	\$0	\$0	\$11,591,000
Little Third St and Little Tippecanoe Ave - Reconstruction and Project Overlay - SEE ATTACHEMENT A ROADS LIST	No	No	0.0%	0.0%	\$4,813,119	\$2,218,119	\$0	\$0	\$0	\$0	\$2,218,119
Cedar Ave @ I-10 Interchange Construction	No	No	0.0%	0.0%	\$5,000,000	\$2,500,000	\$2,500,000	\$0	\$0	\$0	\$5,000,000
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
Projects Total:						\$8,062,619	\$5,143,087	\$12,829,000	\$5,000	\$5,000	\$26,044,706

**Total Programming is currently 95%** *(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)* **Total Estimated Programming: \$26,044,706**

**Attachment: Attachment 1: 2024-25 through 2028-29 CIP Reports All (11158 : Summary of Measure I**

Resolution Number:	
Resolution Approval Date:	
Contact Person/Title:	Brenda Hernandez/ Transportation Analyst II
Phone:	(909) 387-8243
Email:	Brenda.Hernandez@dpw.sbcounty.gov

**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
**Fiscal Years 2024/2025 thru 2028/2029**

Jurisdiction:  
**County/Victor Valley**

6/30/24 Carryover Balance **\$7,388,829.00**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	Total Est. Rev.
						\$1,866,760	\$1,960,634	\$2,029,234	\$2,097,806	\$2,183,387	\$10,137,821
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total
Congestion Management Program	No	No	0.0%	0.0%	\$50,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Routine Maintenance	No	No	0.0%	0.0%	\$25,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
Traffic Control Devices	No	No	0.0%	0.0%	\$5,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000
Ranchero Road, .30M E, Mariposa E/1M E, Escondido Ave - Widening ROW	No	No	58.5%	41.5%	\$2,460,527	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
Ranchero Road, .30M E, Mariposa E/1M E, Escondido Ave - Widening Construction	No	No	0.0%	0.0%	\$1,000,000	\$995,000	\$0	\$0	\$0	\$0	\$995,000
Baldy Mesa and Other Roads - Chip Seal - SEE ATTACHEMENT A ROADS LIST	No	No	0.0%	0.0%	\$1,370,000	\$5,000	\$0	\$0	\$0	\$0	\$5,000
Phelan Road Rehabilitation - SEE ATTACHEMENT A ROADS LIST	No	No	0.0%	0.0%	\$11,322,000	\$6,000,000	\$0	\$0	\$0	\$0	\$6,000,000
Mountain Road and Other Roads, Chip Seal - SEE ATTACHEMENT A ROADS LIST	No	No	0.0%	0.0%	\$1,145,000	\$5,000	\$0	\$0	\$0	\$0	\$5,000
Wilson Ranch Road and Other Roads, Chip Seal & Leveling - SEE ATTACHEMENT A ROADS LIST	No	No	0.0%	0.0%	\$683,000	\$141,000	\$0	\$0	\$0	\$0	\$141,000
Johnson Road and Other Roads, Chip Seal, Cape Seal, and Contract Overlay - SEE ATTACHEMENT A ROADS LIST	No	No	0.0%	0.0%	\$3,055,000	\$50,000	\$100,000	\$2,905,000	\$0	\$0	\$3,055,000
Cataba Road (Ranchero Street to 0.15 Miles North) - Roadway Realignment and Intersection Widening	No	No	0.0%	0.0%	\$3,290,180	\$20,000	\$20,000	\$3,230,180	\$0	\$0	\$3,270,180
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
											\$0
Projects Total:						\$8,232,000	\$136,000	\$6,151,180	\$16,000	\$16,000	\$14,551,180

**Total Programming is currently**

**83%**

*(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)*

**Total Estimated Programming:**

**\$14,551,180**

**Attachment: Attachment 1: 2024-25 through 2028-29 CIP Reports All (11158 : Summary of Measure I**

Resolution Number:	24-XX
Resolution Approval Date:	7/23/2024
Contact Person/Title:	Stone James, City Manager
Phone:	(760) 367-6799
Email:	sjames@29palms.org

Jurisdiction:

## Measure I Local Pass-through Program

# FIVE YEAR CAPITAL IMPROVEMENT PLAN

### Fiscal Years 2024/2025 thru 2028/2029

Twentynine Palms

6/30/24 Carryover Balance \$2,198,037.00

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	Total Est. Rev.	
						\$586,493	\$628,317	\$645,774	\$662,949	\$685,191	\$3,208,724	
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total	
HSIP Safety Improvement (e.g., Flashing Beacon Installation) for Six High Crash Unsignalized Intersections: • Two Mile Rd & Lear Ave, • Two Mile Road & Mesquite Springs Road, • Adobe Road & Sullivan Road, • Adobe Road & Smith Ranch Road, • Utah Trail & Amboy Road, and • Utah Trail & Baseline Road.	No	No	0.0%	0.0%	\$559,590	\$54,900	\$0	\$0	\$0	\$0	\$54,900	
Citywide Payment Improvements/Pavement Preservation	No	No	0.0%	0.0%	\$1,111,400	\$424,000	\$900,000	\$0	\$0	\$0	\$1,324,000	
Split Rock Bridge - Project Management	No	No	0.0%	0.0%	\$4,847,873	\$546,081	\$250,000	\$0	\$0	\$0	\$796,081	
Administrative Costs			0.0%	0.0%	\$10,000	\$10,000	\$10,000	\$0	\$0	\$0	\$20,000	
Neighborhood Safety Project: Traffic safety improvements within three City residential neighborhoods: South of Two Mile Rd, North of Baseline Rd, East of Encelia Ave, and west of Elm Ave.	No	No	0.0%	0.0%	\$1,150,000	\$15,000	\$0	\$0	\$0	\$0	\$15,000	
SR62 Street Improvement Phase 2B - North side of SR62 from Encelia Avenue to Larrea Avenue - Project Management.	No	No	0.0%	0.0%	\$5,744,250	\$56,250	\$25,000	\$0	\$0	\$0	\$81,250	
Channel at El Rey: Pavement Replacement	No	No	0.0%	0.0%	\$329,063	\$329,063	\$0	\$0	\$0	\$0	\$329,063	
City-wide Channel Trail Class I: 6.9 mile long, 12' wide, PCC Class 1 bikeway. Limits: Trail head of the Fortynine Palms Canyon Trail, then easterly along the flood control channel to channel's east terminus at Bagdad Hwy.	No	No	0.0%	0.0%	\$569,250	\$148,500	\$50,000	\$0	\$0	\$0	\$198,500	
			0.0%	0.0%		\$0	\$0	\$0	\$0	\$0	\$0	
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Projects Total:						\$1,583,794	\$1,235,000	\$0	\$0	\$0	\$2,818,794	
Total Programming is currently						52%	(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)			Total Estimated Programming:		\$2,818,794

Attachment: Attachment 1: 2024-25 through 2028-29 CIP Reports All (11158 : Summary of Measure I



**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
**Fiscal Years 2024/2025 thru 2028/2029**

Jurisdiction:

**Victorville**

Resolution Number:	24-077
Resolution Approval Date:	8/20/2024
Contact Person/Title:	Fredy A. Bonilla, City Engineer
Phone:	760-955-5170
Email:	fbonilla@victorvilleca.gov

6/30/24 Carryover Balance **\$10,497,690.00**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	Total Est. Rev.
						\$7,017,107	\$7,369,977	\$7,627,845	\$7,885,602	\$8,207,302	\$38,107,834
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total
Bear Valley Rd, Bellflower Rd to Monte Vista Rd, pavement rehabilitation	No	No	0.0%	0.0%	\$1,459,000	\$656,000	\$0	\$0	\$0	\$0	\$656,000
Ridgecrest Rd, Bear Valley Rd to Paute Rd, pavement rehabilitation	No	No	0.0%	0.0%	\$2,285,000	\$1,055,000	\$0	\$0	\$0	\$0	\$1,055,000
Roy Rogers Dr, Amargosa Rd to NB I-15 Ramps, pavement rehabilitation	No	No	0.0%	0.0%	\$1,795,000	\$565,000	\$0	\$0	\$0	\$0	\$565,000
Slurry Seal - Golden Triangle Area & Other Locations	No	No	0.0%	0.0%	\$1,600,000	\$1,600,000	\$0	\$0	\$0	\$0	\$1,600,000
Village Drive Sidewalk Improvements	No	No	0.0%	0.0%	\$558,000	\$308,000	\$0	\$0	\$0	\$0	\$308,000
Mojave Dr, Amargosa Rd to US-395, pavement rehabilitation	No	No	0.0%	0.0%	\$6,400,000	\$0	\$3,200,000	\$0	\$0	\$0	\$3,200,000
Mojave Dr, 7th Street to Amargosa Rd, pavement rehabilitation	No	No	0.0%	0.0%	\$2,755,000	\$0	\$2,755,000	\$0	\$0	\$0	\$2,755,000
Air Expressway, National Trails Hwy to George Blvd, pavement rehabilitation	No	No	0.0%	0.0%	\$5,546,000	\$0	\$0	\$2,773,000	\$0	\$0	\$2,773,000
Bear Valley Rd, US 395 to Bellflower Rd, pavement rehabilitation	No	No	0.0%	0.0%	\$422,000	\$0	\$0	\$422,000	\$0	\$0	\$422,000
Amargosa Rd, Dos Palmas Rd to Vilage Dr, pavement rehabilitation	No	No	0.0%	0.0%	\$3,577,000	\$0	\$0	\$0	\$1,788,500	\$0	\$1,788,500
El Evado Rd, Palmdale Rd to Begonia Rd, pavement rehabilitation	No	No	0.0%	0.0%	\$1,171,000	\$0	\$0	\$0	\$585,500	\$0	\$585,500
Mariposa Rd, Talpa St to Kingswood Dr, pavement rehabilitation	No	No	0.0%	0.0%	\$700,000	\$0	\$0	\$0	\$350,000	\$0	\$350,000
Air Expressway, George Blvd to Phantom West, pavement rehabilitation	No	No	0.0%	0.0%	\$3,015,000	\$0	\$0	\$0	\$3,015,000	\$0	\$3,015,000
Cobalt Rd, Palmdale Rd to Dos Palmas Rd, pavement rehabilitation	No	No	0.0%	0.0%	\$1,088,000	\$0	\$0	\$0	\$0	\$544,000	\$544,000
Hook Blvd, El Evado Rd to Aloe Rd, pavement rehabilitation	No	No	0.0%	0.0%	\$780,500	\$0	\$0	\$0	\$0	\$390,250	\$390,250
Seneca Rd, Amargosa Rd to El Evado Rd, pavement rehabilitation	No	No	0.0%	0.0%	\$1,950,000	\$0	\$0	\$0	\$0	\$975,000	\$975,000
La Paz Dr, I-15 Ramps to 7th St, pavement rehabilitation	No	No	0.0%	0.0%	\$569,000					\$569,000	\$569,000
Concrete Access Ramps - various vocations	No	No	0.0%	0.0%	\$584,005	\$110,000	\$113,300	\$116,699	\$120,200	\$123,806	\$584,005
Concrete Sidewalk, Install or Repair - various locations	No	No	0.0%	0.0%	\$1,973,140	\$371,650	\$382,800	\$394,283	\$406,112	\$418,295	\$1,973,140
Traffic Signal Pedestrian System Upgrades	No	No	0.0%	0.0%	\$27,000	\$6,750	\$0	\$0	\$0	\$0	\$6,750
Traffic Signal UPS Replacement	No	No	0.0%	0.0%	\$180,000	\$45,000	\$0	\$0	\$0	\$0	\$45,000
Traffic Signal Video Detection Upgrades	No	No	0.0%	0.0%	\$100,000	\$25,000	\$0	\$0	\$0	\$0	\$25,000
Citywide Pavement Rehabilitation, Seals and Overlays, Various Streets	No	No	0.0%	0.0%	\$6,400,000	\$0	\$1,600,000	\$1,600,000	\$1,600,000	\$1,600,000	\$6,400,000
Cost Allocation	No	No	0.0%	0.0%	\$2,607,965	\$491,222	\$505,959	\$521,137	\$536,772	\$552,875	\$2,607,964
Engineering Services	No	No	0.0%	0.0%	\$1,047,520	\$197,305	\$203,224	\$209,321	\$215,601	\$222,069	\$1,047,519
Streets - Engineering	No	No	0.0%	0.0%	\$6,368,314	\$1,199,501	\$1,235,486	\$1,272,551	\$1,310,727	\$1,350,049	\$6,368,314
Traffic Signal Maintenance	No	No	0.0%	0.0%	\$2,587,343	\$487,338	\$501,958	\$517,017	\$532,527	\$548,503	\$2,587,344
Traffic Control - Signing & Striping	No	No	0.0%	0.0%	\$6,401,517	\$1,205,755	\$1,241,928	\$1,279,185	\$1,317,561	\$1,357,088	\$6,401,517
Traffic Control - Vehicle Replacements	No	No	0.0%	0.0%	\$375,000	\$375,000	\$0	\$0	\$0	\$0	\$375,000
<b>Projects Total:</b>						\$8,698,521	\$11,739,654	\$9,105,194	\$11,778,500	\$8,650,935	\$49,972,803

Total Programming is currently

103%

(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)

Total Estimated Programming:

\$49,972,803

Attachment: Attachment 1: 2024-25 through 2028-29 CIP Reports All (11158 : Summary of Measure I

Resolution Number:	2024-30
Resolution Approval Date:	6/10/2024
Contact Person/Title:	ado, Director of Development Services/C
Phone:	(909) 797-2489 ext 240
Email:	fpcreiado@yucaipa.gov

Jurisdiction **19.a**  
Yucaipa

**Measure I Local Pass-through Program**  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
**Fiscal Years 2024/2025 thru 2028/2029**

6/30/24 Carryover Balance **\$2,521,107.00**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's News Study List? (Public/DIF Share %)	Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	Total Est. Rev.	
					\$1,411,989	\$1,443,496	\$1,484,508	\$1,524,919	\$1,577,044	\$7,441,956	
					Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total	
FY24/25 Street/Pavement Rehabilitation Program	No	No	0.0%	0.0%	\$2,058,694	\$2,058,694	\$0	\$0	\$0	\$0	\$2,058,694
FY24/25 Surface Treatment Program	No	No	0.0%	0.0%	\$1,152,869	\$1,152,869	\$0	\$0	\$0	\$0	\$1,152,869
FY24/25 Crack Seal Program	No	No	0.0%	0.0%	\$205,870	\$205,870	\$0	\$0	\$0	\$0	\$205,870
FY24/25 AC Berm Program	No	No	0.0%	0.0%	\$82,348	\$82,348	\$0	\$0	\$0	\$0	\$82,348
FY24/25 Patching Program	No	No	0.0%	0.0%	\$226,456	\$226,456	\$0	\$0	\$0	\$0	\$226,456
FY24/25 Concrete Program	No	No	0.0%	0.0%	\$205,870	\$205,870	\$0	\$0	\$0	\$0	\$205,870
FY24/25 Understreet Drain Pipe Program	No	No	0.0%	0.0%	\$41,174	\$41,174	\$0	\$0	\$0	\$0	\$41,174
FY24/25 Striping Program	No	No	0.0%	0.0%	\$82,348	\$82,348	\$0	\$0	\$0	\$0	\$82,348
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY25/26 Street/Pavement Rehabilitation Program	No	No	0.0%	0.0%	\$1,808,694	\$1,808,694	\$0	\$0	\$0	\$0	\$1,808,694
FY25/26 Surface Treatment Program	No	No	0.0%	0.0%	\$1,085,216	\$1,085,216	\$0	\$0	\$0	\$0	\$1,085,216
FY25/26 Crack Seal Program	No	No	0.0%	0.0%	\$180,869	\$180,869	\$0	\$0	\$0	\$0	\$180,869
FY25/26 AC Berm Program	No	No	0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY25/26 Patching Program	No	No	0.0%	0.0%	\$198,956	\$198,956	\$0	\$0	\$0	\$0	\$198,956
FY25/26 Concrete Program	No	No	0.0%	0.0%	\$180,869	\$180,869	\$0	\$0	\$0	\$0	\$180,869
FY25/26 Understreet Drain Pipe Program	No	No	0.0%	0.0%	\$36,174	\$36,174	\$0	\$0	\$0	\$0	\$36,174
FY25/26 Striping Program	No	No	0.0%	0.0%	\$72,348	\$72,348	\$0	\$0	\$0	\$0	\$72,348
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY26/27 Street/Pavement Rehabilitation Program	No	No	0.0%	0.0%	\$1,619,611	\$1,619,611	\$1,619,611	\$0	\$0	\$0	\$1,619,611
FY26/27 Surface Treatment Program	No	No	0.0%	0.0%	\$906,982	\$906,982	\$906,982	\$0	\$0	\$0	\$906,982
FY26/27 Crack Seal Program	No	No	0.0%	0.0%	\$161,961	\$161,961	\$161,961	\$0	\$0	\$0	\$161,961
FY26/27 AC Berm Program	No	No	0.0%	0.0%	\$64,784	\$64,784	\$64,784	\$0	\$0	\$0	\$64,784
FY26/27 Patching Program	No	No	0.0%	0.0%	\$178,157	\$178,157	\$178,157	\$0	\$0	\$0	\$178,157
FY26/27 Concrete Program	No	No	0.0%	0.0%	\$161,961	\$161,961	\$161,961	\$0	\$0	\$0	\$161,961
FY26/27 Understreet Drain Pipe Program	No	No	0.0%	0.0%	\$32,392	\$32,392	\$32,392	\$0	\$0	\$0	\$32,392
FY26/27 Striping Program	No	No	0.0%	0.0%	\$64,784	\$64,784	\$64,784	\$0	\$0	\$0	\$64,784
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY27/28 Street/Pavement Rehab Program	No	No	0.0%	0.0%	\$1,493,555	\$1,493,555	\$1,493,555	\$0	\$0	\$0	\$1,493,555
FY27/28 Surface Treatment Program	No	No	0.0%	0.0%	\$896,133	\$896,133	\$896,133	\$0	\$0	\$0	\$896,133
FY27/28 Crack Seal Program	No	No	0.0%	0.0%	\$149,356	\$149,356	\$149,356	\$0	\$0	\$0	\$149,356
FY27/28 AC Berm Program	No	No	0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY27/28 Patching Program	No	No	0.0%	0.0%	\$164,291	\$164,291	\$164,291	\$0	\$0	\$0	\$164,291
FY27/28 Concrete Program	No	No	0.0%	0.0%	\$149,356	\$149,356	\$149,356	\$0	\$0	\$0	\$149,356
FY27/28 Understreet Drain Pipe Program	No	No	0.0%	0.0%	\$29,871	\$29,871	\$29,871	\$0	\$0	\$0	\$29,871
FY27/28 Striping Program	No	No	0.0%	0.0%	\$59,742	\$59,742	\$59,742	\$0	\$0	\$0	\$59,742
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY28/29 Street/Pavement Rehab Program	No	No	0.0%	0.0%	\$1,367,500	\$1,367,500	\$1,367,500	\$0	\$1,367,500	\$1,367,500	\$1,367,500
FY28/29 Surface Treatment Program	No	No	0.0%	0.0%	\$765,800	\$765,800	\$765,800	\$0	\$765,800	\$765,800	\$765,800
FY28/29 Crack Seal Program	No	No	0.0%	0.0%	\$136,750	\$136,750	\$136,750	\$0	\$136,750	\$136,750	\$136,750
FY28/29 AC Berm Program	No	No	0.0%	0.0%	\$54,700	\$54,700	\$54,700	\$0	\$54,700	\$54,700	\$54,700
FY28/29 Patching Program	No	No	0.0%	0.0%	\$150,425	\$150,425	\$150,425	\$0	\$150,425	\$150,425	\$150,425
FY28/29 Concrete Program	No	No	0.0%	0.0%	\$136,750	\$136,750	\$136,750	\$0	\$136,750	\$136,750	\$136,750
FY28/29 Understreet Drain Pipe Program	No	No	0.0%	0.0%	\$27,350	\$27,350	\$27,350	\$0	\$27,350	\$27,350	\$27,350
FY28/29 Striping Program	No	No	0.0%	0.0%	\$54,700	\$54,700	\$54,700	\$0	\$54,700	\$54,700	\$54,700
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Projects Total:</b>					\$4,055,629	\$3,563,127	\$3,190,633	\$2,942,304	\$2,693,975	\$16,445,668	\$16,445,668

Total Programming is currently **165%** (Must not exceed 150% of Carryover Balance + Total Estimated Revenue) Total Estimated Programming: **\$16,445,668**

Attachment 1 : 2024-25 through 2028-29 CIP Reports All (11158 : Summary of Measure





**ATTACHMENT 2**

**MEASURE I EXPENDITURE STRATEGY  
FISCAL YEARS 2024/2025-2028/2029**

**Valley Subarea**

**Chino**

The City of Chino will continue to emphasize the regional and sub-regional arterial road way system during the next five years of the Measure I program. At least 50 percent of the Measure I funding will be allocated for specific Capital Improvement Projects to improve traffic flow and motorist convenience. Failing pavement surfaces will be rehabilitated, traffic striping will be modified to accommodate increased traffic demand and intersection capacity will be enhanced with new and modified traffic signals.

In addition to the above Capital Improvements Program, Chino will continue to allocate up to 50 percent of the annual Measure I funds towards Public Works Maintenance activities. Maintenance work will continue to include the City's traffic signal maintenance, sidewalk and curb repair, pavement repair, and overlay on the local street system.

**Chino Hills**

It is the City of Chino Hills' intent to expend Measure I revenue for the following types of projects:

- Construction of the City's Annual Street Improvement Program: Overlay and/or slurry seal of specified streets to maintain a high level of pavement trafficability;
- Make on-going repairs/improvements to the City's sidewalks; and
- Provide funding to address ADA accessibility issues within the City's public right-of-way.

**Colton**

The City of Colton allocates approximately eighty percent (80%) of annual Measure I revenue for system improvements to streets infrastructure. Delivery of these improvements is focused on streets requiring rehabilitation or safety enhancement improvements. Measure I funds are also being used to provide local match for federal and state grant funded projects; these projects are focused on improving Colton's infrastructure and/ or transportation system for pedestrian/ bicycle/vehicular traffic.

The remaining twenty percent (20%) of the City's annual Measure I revenue are allocated to pedestrian safety such as sidewalk, handicap ramp installation, and other traffic safety improvements. All identified improvements are consistent with the goals of the city's General Plan Circulation Element.

**Fontana**

Measure I pass through funds will be used by the City of Fontana for variety of transportation-related projects with the goal to continue investing in the city's infrastructure by maintaining and improving the city's existing infrastructure. It is the intent of the City to expend all of the Measure I pass-through funds as they are received. The program provided focuses on the relief of traffic congestion.

**Grand Terrace**

The City of Grand Terrace has adopted a Measure I expenditure strategy focused on improving existing facilities. Currently, the City has a carryover balance of over \$0 in the Measure I Local Street Fund and anticipates \$343,011 in new revenue for Fiscal Year 2024/25. The planned use of these funds includes:

- Slurry and Pavement Rehabilitation: Treating City streets to extend their lifespan and improve road quality.
- Tree Trimming Program: Enhancing visibility along roadways to improve safety.
- Neighborhood Street Lighting Infill: Addressing gaps in street lighting and upgrading existing lights to LED standards.
- Project Administrative Costs: Covering administrative expenses necessary for implementing these projects.

The primary goal of these initiatives is to ensure street light spacing adheres to current City standards and to update existing lighting with energy-efficient LED technology throughout local neighborhoods.

**Highland**

The City of Highland intends to expend Measure I Local Street Program Pass-Through revenue primarily to (1) improve pavement conditions of the City's roadway network by constructing various pavement management projects including pavement rehabilitation, overlay, slurry seal and crack seal projects, and (2) provide local match to grant funding of roadway/bikeway improvement projects.

**Loma Linda**

The City of Loma Linda is intent upon efficiently maintaining our existing roadway system. The streets in Loma Linda are constructed of asphalt concrete (AC). These streets are in various stages of their life expectancy. A typical AC street improvement has a life expectancy of 15-20 years. Through proper pavement management, this can be extended by as much as 20 years. Our strategy is to utilize a combination of slurry seal method, grind and overlay the top 0.1' and pulverize existing AC for base and repave for rehabilitation. This pavement management program has shown to be effective in delaying the eventual complete reconstruction, including subgrade, of a roadway segment.

Measure I funding is critical to this effort. We have dedicated the majority of funding to maintenance activities as described above along with the adjacent sidewalk, curb and gutter and access ramp maintenance. A portion of funding is earmarked for addressing increased capacity demand along certain segments that have experienced growth. New roadway segments are considered and addressed through development planning. Development impact fees are utilized for expansion due to growth. The current carryover balance in the Measure I Local Street fund will be utilized first.

**Montclair**

The City of Montclair plans on using Measure I as matching funds for federal funds associated with the design and construction of the Central Bridge at the Union Pacific Railroad tracks. The funds will also be utilized to service the I-10/Monte Vista Interchange Term Loan Agreements in place. The City also intends to expend Measure I funds on maintenance of City streets to the extent permissible under SBCTA policies.

Attachment: Attachment 2: FY25-FY29 CIP Expenditure Strategy Summary (11158 : Summary of Measure I Capital Improvement Plans of

**MEASURE I EXPENDITURE STRATEGY  
FISCAL YEARS 2024/2025-2028/2029**

Ontario

The City of Ontario's Expenditure Strategy is to upgrade the City's roadway system by programming the annual Measure I revenue towards improvements ranging from maintenance work, overlay work, and major street reconstruction. Projects chosen will be selected from current pavement management studies, areas of traffic flow issues, and the Five-Year Capital Improvement Plan. Projects may include safety related items such as upgrading traffic signals, updating striping, and ADA ramps as needed. Roadways to be improved can range from residential to arterial. Funding is to be used in an effective and responsible manner to ensure the best benefit to the residents of the City of Ontario.

Rancho Cucamonga

The City currently has an estimated carryover balance of approximately \$8.9 million in the Measure I Local Street fund and anticipates approximately \$4.5 million in new revenue for Fiscal Year 2024/25. In this next fiscal year, the City is planning to use approximately \$6.2 million on local street capital projects and programs as follows:

Type of Improvement	Estimated Cost FY 2024/25	Percentage
Maintenance, Rehabilitation, and Repair of Existing Roadways	\$4.7 million	76%
Traffic Signal Improvements, Pavement Striping, and Maintenance	\$1.4 million	22%
Concrete Services (ADA, Repairs and Sidewalks)	\$100,000	2%

Over the Five-Year Plan it is anticipated that the Measure I funds will be allocated in the following manner:

Type of Improvement	Estimated Cost FY 2024/25 - 2028/29	Percentage
Maintenance, Rehabilitation, and Repair of Existing Roadways	\$13.2 million	65%
Traffic Signal Improvements, Pavement Striping, and Maintenance	\$6.7 million	33%
Concrete Services (ADA, Repairs and Sidewalks)	\$500,000	2%

Redlands

The City of Redlands intends to use Measure I dollars to partially fund the City's City Council-approved Pavement Management Program (PMP). The City's Pavement Management Program, which provides a decision making matrix in identifying streets that are priority paving projects, will be used to determine future Measure I Capital Improvement Plans.

Rialto

The City of Rialto intends to utilize Measure I for streets and right of way maintenance programs, street reconstruction and improvements. The majority of projects are structured for implementation within the five-year planned schedule. The City intends to accumulate Measure I revenue for specific large project(s) that may span multiple years and budget carried forward appropriately until completion of the project(s).

San Bernardino

The City of San Bernardino will continue to place emphasis on both its regional and sub-regional arterial roadway system. At least fifty percent of the City's Measure I allocation will be earmarked for specific capital projects that are geared toward improving traffic flow and motorist convenience. Failing pavement surfaces will be rehabilitated and traffic striping modified as needed to accommodate increased traffic demand; and intersection capacity will be improved with new and modified traffic signals. In addition to the above Capital Improvement Program, San Bernardino will continue to allocate up to fifty percent of its annual Measure I funds towards public works maintenance activities. Maintenance work will continue to include the City's traffic signal systems, sidewalk and curb repair, and pavement repair and overlay on the local street system.

Upland

The City of Upland's existing road network is fairly well established. Therefore, the City's primary use of Measure I Funds will be for the reconstruction and maintenance of existing City streets. It is the City's intent to design and begin construction of the project the same year the project is identified in the Five-Year Capital Improvement Plan.

Yucaipa

Beginning with the 2017-2018 Fiscal Year, the City of Yucaipa has allocated 100% of Measure I Capital Improvement Plan revenues to the maintenance of existing streets. Those maintenance efforts are delivered through the City's annual Pavement Management Program (PMP) included in the City's Capital Improvement Program (CIP) approved and adopted by the City Council as part of the City's annual budget adoption in June of every year.

San Bernardino County

The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes rehabilitation and maintenance of pavement surfaces countywide (including, but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals routine patching of existing asphalt concrete and Americans with Disabilities Act improvements) and may include projects to improve circulation, drainage and traffic control devices.

**MEASURE I EXPENDITURE STRATEGY  
FISCAL YEARS 2024/2025-2028/2029  
Colorado River Subarea**

**Needles**  
The City of Needles currently has a carryover balance of \$708,972.92 in the Measure I Local Street fund and anticipates \$221,033 in new revenue for FY24/25. The City plans to carry over these funds to FY 25/26 to be utilized for the Phase V Street Improvements Project of the City Current Pavement Management Program to pave approximately 15 streets, estimated at \$2,000,000 (\$900,000 Measure I Funds and remaining \$1,100,000 to be other funds). Measure I Funds for future years FY 26/27, FY27/28, and FY28/29 will be expended on the current year Pavement Management Program.

**San Bernardino County**  
The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes rehabilitation and maintenance of pavement surfaces countywide (including, but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals routine patching of existing asphalt concrete and Americans with Disabilities Act improvements) and may include projects to improve circulation, drainage and traffic control devices.

**Morongo Basin Subarea**

**Twentynine Palms**  
Pay as you go.

**Yucca Valley**  
Elderly/Handicapped Fund: All revenue in the Elderly and Handicapped fund is expended by the Morongo Basin Transit Authority for necessary programs.  
  
Local Street Program (LSP): Measure I Local Streets revenues are allocated to a number of projects, including reconstruction/rehabilitation/maintenance and engineering/design of arterials and residential roads, annual studies and/or reports such as pavement management program updates, traffic census reports, and similar activities. Local street program funds also pay expenditures for personnel on the Town's street crew.  
  
Major Local Highways Program (MLH): Measure I Major Local Highway revenues are managed by SBCTA. By September 30th of each year, the Town shall submit a written request to SBCTA specifying the scope of the project(s), the requested amount and other fund sources required to fully fund the project(s).

**San Bernardino County**  
The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes rehabilitation and maintenance of pavement surfaces countywide (including, but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals routine patching of existing asphalt concrete and Americans with Disabilities Act improvements) and may include projects to improve circulation, drainage and traffic control devices.

**Mountains Subarea**

**Big Bear Lake**  
Measure I pass through funds will be used by the City of Big Bear Lake for a variety of roadway improvements projects with a focus on the Annual Street Rehabilitation Projects. As the City's receipt of pass through funds are allocated for local roadways, the City is able to utilize all of these funds for the purpose of supporting the Annual Street Rehabilitation Projects.  
The Annual Street Rehabilitation Projects are focused on maintaining and rehabilitating as many miles of City streets as possible each year. Streets identified for re-construction are chosen based on their rating within the City's Pavement Management Plan, based upon staff identification of concerns from the field, and in coordination with the local utilities. Staff's goal is to pave as many miles of streets each year, as possible to address areas of concern, to extend the useful life of the streets, and to coordinate with the activities of utilities and other projects. The amount of street improvements to be done each year is driven by the available budget and the needs of each streets. As streets fall further into disrepair and need more extensive rehabilitation, such as street reconstruction, the costs associated with these improvements increase meaning that less work is able to be done annually. As efforts focus on maintenance treatments, such as mill and overlay or slurry sealing, these efforts are less expensive allowing additional work to be completed.  
All Measure I funds are being expended to maintain, improve and/or re-construct existing City roadways.

**San Bernardino County**  
The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes rehabilitation and maintenance of pavement surfaces countywide (including, but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals routine patching of existing asphalt concrete and Americans with Disabilities Act improvements) and may include projects to improve circulation, drainage and traffic control devices.

**North Desert Subarea**

**Barstow**  
Each year, the City receives approximately \$2 million in Measure "I" funds. In this fiscal year, the City is planning to use its annual Measure "I" allocation towards several grant's local match requirements that meet Measure I eligible expenditures and for the designing, rehabilitating, maintaining, and reconstruct of City streets.

**San Bernardino County**  
The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes rehabilitation and maintenance of pavement surfaces countywide (including, but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals routine patching of existing asphalt concrete and Americans with Disabilities Act improvements) and may include projects to improve circulation, drainage and traffic control devices.

**MEASURE I EXPENDITURE STRATEGY  
FISCAL YEARS 2024/2025-2028/2029  
Victor Valley Subarea**

Adelanto

The City of Adelanto’s Measure I expenditure strategy for 2024-2029 is to utilize existing carryover funds that have accumulated over previous cycles with anticipated revenues over the next 5 years to repave and repair critical segments of arterial roadways. This will also include minor improvements as recommended in Adelanto’s Local Road safety Plan (LRSP). Categorical maintenance projects include potholes, crack sealing, concrete repairs, striping and signage replacement. The remaining funds will be used primarily in rehabilitating roads which are in critical need, or for construction of a new major street.

Apple Valley

Measure I Local Pass-Through Funds will be used by the Town of Apple Valley for a variety of transportation related projects, including adding capacity to our regional arterial system, reconstruction, and regular and periodic maintenance of existing roadways. These Measure I funds allocated for the Town’s local street program (68%) are allocated with a minimum of 50% of the funds expended on these roads identified specifically on our plan (categorical). For those roads specifically identified within the plan, some require that the Town accumulate Measure I revenue for such large projects. The balance of these funds, up to 50% of the total fund are identified for reconstruction and regular maintenance chosen based on the Town’s priority within the Town’s Pavement Management Program (non-categorical).

Hesperia

The majority of Measure I revenue is planned to be utilized for the following types of eligible transportation improvements and policy prioritizations:  
 Intent to allocate 50% or less of anticipated annual revenue on General Program Categorical expenditures. Specifically, the Measure I funds will be utilized annually to supplement the City’ s Street Division General Maintenance Program. This includes preservation and upkeep of existing and newly reconstructed roads to original constructed condition in order to maintain its integral useful life and to provide safe, convenient, and practical intercity transportation.  
 Intent to allocate the remaining 50% of the anticipated annual revenue on the rebuilding and betterments of local roadways and alternative transportation. Local roadway betterments are scheduled to be completed under the, the Rancho Road Aqueduct Crossing Project, Rancho Road linprovements from 7th Avenue to Mariposa Road, traffic signals at Rancho Road and Maple Avenue, Rancho Road and Seventh Avenue as well as Rancho Road and Cottonwood Avenue, the Sultana Street Improvements, the Muscatel Street Improvements, the Cedar Street Roadway Improvements, Maple Avenue Street Improvements, Aqueduct Crossing Improvements-Main Street, Kaiser Permanente Way Extension, Annual Street Improvement Project and Rancho Road Street Improvements Danbury Street to I Avenue.

Victorville

The City of Victorville has a carryover balance of \$10,497,690.00, in the Measure I Local Street fund and anticipates approximately \$7.0 million in new revenue for FY24/25. In this next fiscal year, the City is planning to use approximately \$3.1 million for street new construction, reconstruction, rehabilitation and preservation capital projects. \$3.5 million will be used for operations and maintenance. The remaining balance will be accumulated for planned future capital projects.  
 The City of Victorville’s Measure I Capital Improvement Expenditure Strategy balances expenditures between different categories of projects based on the City’s needs. The project categories include the following: new construction; reconstruction and rehabilitation; maintenance; preliminary engineering and environmental studies; right of way acquisition; and final design. Also included are categorical expenditures for maintenance of roads, traffic controls, traffic signals, traffic engineering and the purchase of vehicles or equipment for street related purposes.  
 New construction may incorporate a complete streets approach to include widening existing roads and bridges, construction of bikeways, curbs, sidewalks, curb ramps and new traffic signals as an integral part of the street system. Reconstruction and rehabilitation can include bridge improvements, removing and replacing pavement sections and non-ADA compliant curb ramps and drive approaches, asphalt-concrete overlays of one inch or more in thickness or various other methods, including re-striping for bike lanes. Preservation or maintenance of roads can include overlays less than one inch, cape seals and slurry seals. Traffic control includes the maintenance and operation of signing and striping including sign and marking replacements and new signs and markings. Traffic signal maintenance includes operations and maintenance for traffic signals and various equipment replacements or upgrades. Traffic engineering encompasses all traffic engineering activities.

San Bernardino County

The County intends to expend Measure “I” revenue for a variety of eligible transportation related projects, which includes rehabilitation and maintenance of pavement surfaces countywide (including, but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals routine patching of existing asphalt concrete and Americans with Disabilities Act improvements) and may include projects to improve circulation, drainage and traffic control devices.

## *Minute Action*

AGENDA ITEM: 20

***Date:*** January 8, 2025

***Subject:***

2025 Update to the 10-Year Delivery Plan Rural Mountain/Desert Subareas Projects

***Recommendation:***

Receive information on the proposed Rural Mountain/Desert Subareas Major Local Highway Projects Program Proposed Project List for the 2025 Update to the 10-Year Delivery Plan.

***Background:***

The Strategic Plan serves as the policy manual for the delivery of Measure I Programs by the San Bernardino County Transportation Authority (SBCTA) and its member agencies for the 30-year life of the Measure. The Strategic Plan addresses significant policy, fiscal, and institutional issues associated with the administration and implementation of Measure I, including managing the different goals and priorities among the Valley, Victor Valley, and rural Mountain/Desert Subareas of San Bernardino County. One of the key requirements of the Strategic Plan was the preparation of a 10-Year Delivery Plan (Delivery Plan) for Measure I Programs.

The SBCTA Board of Directors (Board) adopted the first Measure I 2010-2040 10-Year Delivery Plan in January 2012. The Delivery Plan provides a list of projects to be developed during a 10-year period and identifies project scopes, schedules and budgets. Additionally, it provides a basis for the development of the annual budget for capital projects. The Delivery Plan is a living document that is updated every two years to capture revisions to the projects and assumptions in the plan, actual Measure I revenue, and relevant Board actions. Staff anticipates approval of the 2025 Update to the 10-Year Delivery Plan (2025 Update) by the Board in February 2025. It should be noted that project cost information presented herein is preliminary and subject to further refinement.

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 25% of the Measure I revenue collected in the Rural Mountain/Desert Subareas funds the Major Local Highway Projects Program (MLHP), which for Fiscal Year 2024/2025 is estimated to be about \$2.85 million for all Subareas combined. The 2021 Update to the 10-Year Delivery Plan (2021 Update) included estimated Rural Mountain/Desert MLHP project costs over the 10-year period of \$341 million with \$31 million coming from Measure I, \$285 million from State and Federal funds, and \$25 million from local funds. Table 1 on the following page shows a summary of this information by Subarea.

**Table 1. Rural Mountain/Desert Subareas MLHP/2021 Update Funding Overview (1,000s)**

Subarea	FY24/25 MLHP Revenue Estimate	2021 Update			
		Total Project Costs	Measure I	State/Federal	Local
Colorado River	\$113	\$11,175	\$998	\$10,177	\$0
Morongo Basin	\$766	\$66,913	\$7,999	\$41,383	\$17,531
Mountains	\$672	\$13,845	\$7,427	\$300	\$6,118
North Desert	\$1,300	\$248,641	\$14,986	\$232,811	\$844

In April 2021, the Board adopted a prioritized list of regional/interregional projects for the Rural Mountain/Desert Subareas, to which several have been committed. The adopted list is included for reference as Attachment 1. Any funding allocated to the regional/interregional projects comes off the top of funding available to the Subarea and reduces what is available to each of the jurisdictions for local projects.

Since the adoption of the 2021 Update, construction is complete on the US 95 Colorado River Bridge, which was a jointly funded project with the City of Needles, the California Department of Transportation, and the Arizona Department of Transportation; on Phase 2A of the State Route (SR) 62 improvements between Encelia Avenue and Larrea Avenue in the City of Twentynine Palms; and on the North First Avenue Bridge over BNSF in the City of Barstow, which opened to traffic in July 2024. Table 2 on the following page provides an overview of the projects that have been identified for development in the 2025 Update with the current cost estimate and unfunded need. The list of proposed projects is comprised of the projects that were identified but not yet completed in the 2021 Update or those that have been defined as priorities since adoption of that plan. Based on the costs and schedules received from jurisdiction staff, there was a shortfall of funding for certain jurisdictions, and prioritization within the jurisdiction had to occur. SBCTA staff is working closely with City, Town, and County staff from the Rural/Mountain Desert Subareas to finalize project costs and schedules, and in some cases to remove projects or redefine project scopes, but because these projects are locally prioritized, staff does not anticipate significant issues in finalizing the project details. It should be noted that because SBCTA no longer has project selection authority over Federal Surface Transportation Block Grant Program funds, any planned application of those funds is listed as unfunded in the Delivery Plan until they are secured.

**Table 2. Rural Mountain/Desert Subareas Major Local Highway Projects Program  
2025 Update Proposed Projects (1,000s)**

Subarea/Project	Cost	Unfunded	Phase
<b>Colorado River</b>			
Needles Highway-Segment 1C Realignment, Reconstruction, and Drainage Improvements from David Drive to south of Piute Wash (Regional Priority #1)	\$8,900	\$0	Design
River Road Widening from K Street to Jack Smith Park	\$1,874	\$1,874	Planning
River Street Widening from River Road to K Street	\$548	\$548	Planning
<b>Morongo Basin</b>			
Split Rock Avenue at Twentynine Palms Flood Control Channel	\$3,454	\$0	Right of Way
SR 62 Phase 2B Widening from Encelia to Larrea (Regional Priority #1)	\$5,937	\$0	Design
SR 62 Phase 3 Street Improvements from Larrea Avenue to Star Dune (Regional Priority #3)	\$5,959	\$0	Planning
SR 62 Widening from Sage Avenue to Airway Avenue (Regional Priority #2)	\$41,700	\$19,000	Environmental
Yucca Trail Widening from Palomar to La Contenta	\$5,400	\$5,192	Planning
<b>Mountains</b>			
Moonridge Road Realignment & Roundabout (Advanced Expenditure Agreement)	\$9,318	\$0	Complete
Standfield Cutoff Roundabout	\$6,020	\$1,492	Pre-construction
<b>North Desert</b>			
Rimrock Road from Barstow Road to Avenue H	\$1,244	\$0	Design
North First Avenue Bridge over Mojave River/ Overflow	\$73,275	\$41,766	Planning
Baker Boulevard Bridge Replacement	\$29,866	\$18,369	Environmental
National Trails Highway Bridges (Regional Priority #1)	\$89,281	\$31,500	Environmental

### Revenue Forecast

The 2021 Update assumed that revenue would be increasing between 3.2% and 3.5% with an overall average of 3.3% through 2040 based on a study completed in June 2021 by Dr. John Husing, Economics & Politics, Inc. Despite the pandemic and the initial concern about potential impacts to program revenue, the 2025 Update began with a base value estimated at \$249 million, which is higher than the \$222 million projected in the 2021 Update. For the 2025 Update, revenue estimates through Fiscal Year (FY) 2029/2030 are consistent with April 2024 estimates provided by HdL Companies, SBCTA's sales tax consultant, and the average growth rate projected by Beacon Economics through 2040, based on a study completed in May 2024. While the 2025 Update begins with a projected year-over-year decrease in Measure I revenue, the projected revenue is still 40% higher than the revenue in Fiscal Year 2019/2020 and expected to continue to grow at historical rates. While the cumulative effects of the applied percentages are not much different from the 2021 Update, the 2025 Update starts with a higher base value as a result of higher current dollar point of sales volumes, and, therefore, the cumulative collections are estimated at \$7.6 billion total Measure I revenue compared to \$6.9 billion projected in the



2021 Update. Comparisons of the forecasts in the 2021 Update to preliminary forecasts in the 2025 Update are presented in Tables 3 through 6 below.

**Table 3. Colorado River Subarea Major Local Highway Projects Program  
Revenue Comparison 2021 Update vs 2025 Update (1,000s)**

<b>Period</b>	<b>2021 Update</b>	<b>2025 Update</b>	<b>Change</b>
FY2010/2011 – 2023/2024	\$892	\$1,017	+\$125
FY2024/2025 – 2033/2034	\$989	\$1,272	+\$283
FY2034/2035 – 2039/2040	\$738	\$1,101	+\$363
<b>TOTAL</b>	<b>\$2,619</b>	<b>\$3,390</b>	<b>+\$771</b>
Uncommitted Balance through 2040	\$1,200	\$1,925	+\$725

**Table 4. Morongo Basin Subarea Major Local Highway Projects Program  
Revenue Comparison 2021 Update vs 2025 Update (1,000s)**

<b>Period</b>	<b>2021 Update</b>	<b>2025 Update</b>	<b>Change</b>
FY2010/2011 – 2023/2024	\$8,213	\$8,647	+\$434
FY2024/2025 – 2033/2034	\$8,617	\$9,075	+\$458
FY2034/2035 – 2039/2040	\$6,551	\$6,876	+\$325
<b>TOTAL</b>	<b>\$23,380</b>	<b>\$24,598</b>	<b>+\$1,218</b>
Uncommitted Balance through 2040	\$10,400	\$8,458	– \$1,942

**Table 5. Mountains Subarea Major Local Highway Projects Program  
Revenue Comparison 2021 Update vs 2025 Update (1,000s)**

<b>Period</b>	<b>2021 Update</b>	<b>2025 Update</b>	<b>Change</b>
FY2010/2011 – 2023/2024	\$7,041	\$7,461	+\$420
FY2024/2025 – 2033/2034	\$7,409	\$7,261	– \$148
FY2034/2035 – 2039/2040	\$5,723	\$5,219	– \$504
<b>TOTAL</b>	<b>\$20,173</b>	<b>\$19,941</b>	<b>– \$232</b>
Uncommitted Balance through 2040	\$9,366	\$9,481	+\$115

**Table 6. North Desert Subarea Major Local Highway Projects Program  
Revenue Comparison 2021 Update vs 2025 Update (1,000s)**

<b>Period</b>	<b>2021 Update</b>	<b>2025 Update</b>	<b>Change</b>
FY2010/2011 – 2023/2024	\$17,323	\$18,011	+\$688
FY2024/2025 – 2033/2034	\$13,817	\$14,289	+\$472
FY2034/2035 – 2039/2040	\$11,028	\$10,985	– \$43
<b>TOTAL</b>	<b>\$42,168</b>	<b>\$43,284</b>	<b>+\$1,116</b>
Uncommitted Balance through 2040	\$22,800	\$29,974	+\$7,174

**Bonding Analysis**

The bonding analysis for the 2025 Update is being developed with the following criteria:

- Minimum agency-wide debt coverage ratio: 2.0
- Individual programs must have a positive cash flow over the term of the bond
- Bond interest rate: 5%
- Latest bond issuance: 2025

As in previous Delivery Plans, the funding has been planned for the Rural Mountain/Desert Subarea Projects so that they can be delivered on a pay-as-you-go basis and not require bonding.

***Financial Impact:***

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

***Reviewed By:***

This item was received by the Mountain/Desert Policy Committee on December 13, 2024.

***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

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Approved  
 Board of Directors  
 Date: January 8, 2025

Witnessed By:

**ATTACHMENT 1 - RURAL MOUNTAIN/DESERT SUBAREAS REGIONAL/INTERREGIONAL PROJECT PRIORITIZATION**

<b>COLORADO RIVER SUBAREA</b>			
<i>Project</i>	<i>Project Limits</i>	<i>Project Type of Work</i>	<i>Rank</i>
Needles Highway Improvements, Segment 1 (south segment)	David Drive to south of Piute Wash (2.15 miles)	Final improvements with horizontal and/or vertical re-alignment, culverts, and full depth reconstruction.	1
Needles Highway Improvements, Segment 2 (north segment)	1.6 miles south of Aha Macay Parkway to Nevada State line (4 miles)	Final improvements with horizontal and/or vertical re-alignment, culverts, and full depth reconstruction.	2
Needles Highway Improvements, Segment 3 (middle segment)	North of Piute Wash to 1.6 miles south of Aha Macay Parkway (5.4 miles)	Pavement surface improvement	3

<b>MORONGO BASIN SUBAREA</b>			
<i>Project</i>	<i>Project Limits</i>	<i>Project Type of Work</i>	<i>Rank</i>
SR 62 Street Improvements from Encelia Avenue to Split Rock Avenue, Phase 2 Widening	Encelia Avenue to Larrea Street	The project will construct curbs, gutters, sidewalks, and raised medians on SR 62 from Encelia Ave. to Larrea Ave. Project includes minor widening on the north side of SR 62 and widening of the box culvert over the San Bernardino County Flood Control District Twentynine Palms wash.	1
SR 62 Widening, Sage Avenue to Airway Avenue	SR 62 from Sage Avenue to Airway Avenue	Widen the highway from Sage Ave. to Airway Ave. and install new traffic signals/relocate SCE poles	2
SR 62 Street Improvements from Encelia Avenue to Split Rock Avenue, Phase 3	Larrea Ave to Split Rock	The project will construct curbs, gutters, sidewalks, and raised medians on SR 62 from Larrea Ave. to Split Rock Ave.	3
SR 62 Widening, Yucca Valley Town Limits to Sage Avenue	0.19 miles SW of Shafter Avenue (Yucca Valley Town Limits) to Sage Avenue	Widen SR 62 one lane in each direction, signal/intersection modifications	4
SR 62 Widening, Hess NE to Yucca Valley Town Limits	Hess Boulevard NE to 0.19 miles SW of Shafter Avenue (Yucca Valley Town Limits)	Widen SR 62 one lane in each direction, signalize intersection at Hess Blvd	5
SR 247 Widening, SR 62 to Northerly Town Limits	SR 62 to Northerly Town Limits	Widen one lane in each direction	NR*
SR 247 Widening, Yucca Valley Town Limit to N Subarea boundary	0.125 miles SE of Pipes Canyon Road (N Yucca Valley Town Limit) N&W to Camp Rock Road (N Morongo Basin Subarea Boundary)	Widen one lane in each direction	NR*
SR 247 Improvements (I-15 Bypass)	Camp Rock Rd (N Morongo Basin Subarea boundary) S to SR 62 S to Riverside County Line	Passing lanes, left and right turn pockets, intersection improvements	NR*
Lear Avenue Marine Corps Base Access Road Construction	Twentynine Palms Marine Corps Base to SR 62	New road construction Base to Pole Line Rd, reconstruction Pole Line Rd to SR 62	NR*

\* NR = Not Ranked. These projects have been deprioritized by the Subarea but are listed for reference as having been considered.

<b>MOUNTAINS SUBAREA</b>			
<i>Project</i>	<i>Project Limits</i>	<i>Project Type of Work</i>	<i>Rank</i>
SR 138 at Crest Forest Drive Realignment	SR 138 from Crest Forest Drive to Lake Drive	Reconfigure Intersection	1
SR 18 at Snow Valley	SR 18 at Snow Valley Parking Lot Intersection	Re-stripe Snow Valley parking lot intersection with SR 18 to provide one westbound through lane plus an acceleration lane for left-turning traffic going west on SR 18	1
SR 18 (Big Bear Boulevard), Division Drive to Paradise Way	SR 18 (Big Bear Boulevard), Division Drive to Paradise Way	Develop a center turn lane and adequate drainage	3
SR 18 at Hilltop Boulevard	SR 18 at SR 330, Soutar Dr and Hunsaker Way	Study installation of westbound SR 330 receiving lane for traffic turning left from SR 18, install left turn pockets on SR 18 at Soutar Drive and Hunsaker Way	4

<b>NORTH DESERT SUBAREA</b>			
<i>Project</i>	<i>Project Limits</i>	<i>Project Type of Work</i>	<i>Rank</i>
SR 247 (I-15 Bypass)	I-15 south to Victor Valley Subarea boundary	Feasibility Study - possible passing lanes, left and right turn pockets, intersection improvements	1
National Trails Highway Bridges <20' Replacement	National Trails Hwy, 4.43 miles west of Amboy Road to 17 miles east of Amboy Road (21.43 miles)	Replace bridges less than 20 feet	1
Fort Irwin Road		Reconstruction	3
I-15 widening	Main Street to Yermo	Widening from 2 to 3 lanes	4
US-395 Widening, Phase 4	Shadow Mountain Road to SR 58	Widening from 2 to 4 lanes	5
I-15 @ Delores Interchange	I-15 @ Delores	Construct Interchange	6

Attachment: Attachment 1 - Rural M/D Regional/Interregional Prioritization (11161) : 2025 Update to the 10-

## ***Minute Action***

AGENDA ITEM: 21

***Date:*** January 8, 2025

***Subject:***

2025 Update to the 10-Year Delivery Plan Victor Valley Subarea Projects

***Recommendation:***

Receive information on the proposed Victor Valley Subarea Major Local Highway Projects Program Proposed Project List for the 2025 Update to the 10-Year Delivery Plan.

***Background:***

The Strategic Plan serves as the policy manual for the delivery of Measure I Programs by the San Bernardino County Transportation Authority (SBCTA) and its member agencies for the 30-year life of the Measure. The Strategic Plan addresses significant policy, fiscal, and institutional issues associated with the administration and implementation of Measure I, including managing the different goals and priorities among the Valley, Victor Valley, and rural Mountain/Desert Subareas of San Bernardino County. One of the key requirements of the Strategic Plan was the preparation of a 10-Year Delivery Plan (Delivery Plan) for Measure I Programs.

The SBCTA Board of Directors (Board) adopted the first Measure I 2010-2040 10-Year Delivery Plan in January 2012. The Delivery Plan provides a list of projects to be developed during a 10-year period and identifies project scopes, schedules, and budgets. Additionally, it provides a basis for the development of the annual budget for capital projects. The Delivery Plan is a living document that is updated every two years to capture revisions to the projects and assumptions in the plan, actual Measure I revenue, and relevant Board actions. Staff anticipates approval of the 2025 Update to the 10-Year Delivery Plan (2025 Update) by the Board in February 2025. It should be noted that project cost information presented herein is preliminary and subject to further refinement.

***Cajon Pass Program***

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 3% of the Measure I revenue collected in the Victor Valley Subarea and Valley Subarea funds the Cajon Pass Program, which for Fiscal Year 2024/2025 is estimated to be about \$7.1 million with slightly less than half of the revenue dedicated to debt service for the Interstate 15 (I-15)/Interstate 215 (I-215) Devore Interchange that was completed in June 2016. The 2025 Update includes initiation of the second project in the Cajon Pass, the I-15 Cajon Pass Northbound Corridor Freight Project, which would construct one northbound truck climbing lane from Kenwood Avenue to State Route (SR) 138. I-15 is a federally designated Trade Corridor of National and Regional Significance within California's section of the National Highway Freight Network, as identified in the California Freight Mobility Plan. Therefore, advancing a project in the Cajon Pass area is essential for positioning the California Department of Transportation (Caltrans) and SBCTA to successfully apply for the 2026 Trade Corridor Enhancement Program (TCEP) (Cycle 5). To maximize the likelihood of obtaining future TCEP funding, the environmental document for this project must be completed by the end of 2026. The Cajon Pass Program is able to support pre-construction activities for the project, estimated to have a

*Entity: San Bernardino County Transportation Authority*

total project cost of \$111 million. Approximately \$51 million would be required through future competitive grant opportunities to fully fund the project through construction.

### **Victor Valley Major Local Highway Projects Program**

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 25% of the Measure I revenue collected in the Victor Valley Subarea funds the Major Local Highway Projects Program (MLHP), which for Fiscal Year 2024/2025 is estimated to be about \$6.3 million. The 2021 Update to the 10-Year Delivery Plan (2021 Update) included estimated Victor Valley MLHP project costs over the 10-year period of \$383 million with \$54 million coming from Measure I, \$179 million from State and Federal funds, and \$96 million from local funds. There was an unfunded need of \$54 million identified that has since been partially filled. It should be noted that projects in the Victor Valley MLHP are required to match funds provided by SBCTA with a developer contribution. The SBCTA share can come from Measure I or certain State and Federal funds, of which the Victor Valley receives an equitable share.

Since the adoption of the 2021 Update, construction is complete on the Apple Valley Road and SR 18 Realignment and Stoddard Wells Road Widening from I-15 to Johnson Road, both in the Town of Apple Valley, and the Green Tree Boulevard Extension and Bear Valley Road Overhead at BNSF, both in the City of Victorville. Substantial construction has occurred on the Rancho Road Corridor Widening project in the City of Hesperia, and several other projects are underway in the City of Adelanto and San Bernardino County unincorporated areas. Additionally, SBCTA was successful in securing \$30 million to cover the unfunded need identified in the 2021 Update on the US 395 Phase 2 project from the competitive TCEP.

Table 1 on the following page provides an overview of the projects that have been identified for development in the 2025 Update with the current cost estimate and unfunded need. The list of proposed projects is comprised of the projects that were identified but not yet completed in the 2021 Update or those that have been defined as priorities since adoption of that plan. Based on the costs and schedules received from jurisdiction staff, there was a shortfall of funding for certain jurisdictions, and prioritization within the jurisdiction had to occur. SBCTA staff is working closely with City, Town, and County staff from the Victor Valley Subarea to finalize project costs and schedules, and in some cases to remove projects or redefine project scopes, but because these projects are locally prioritized, staff does not anticipate significant issues in finalizing the project details. It should be noted that because SBCTA no longer has project selection authority over Federal Surface Transportation Block Grant Program funds, any planned application of those funds is listed as unfunded in the Delivery Plan until they are secured.

Additionally, a complicating factor in making funding decisions is the relationship between funding available for regional/interregional projects and that available for local priorities. Until January 2019, Measure I policy stated that MLHP funds were to be shared equally among the jurisdictions within the Victor Valley Subarea. SBCTA and Caltrans were not identified as sharing in the MLHP funds. However, with a recent policy change, equal share calculations for jurisdictions are now based on the total Public Share funding in the Subarea, which includes the Victor Valley share of State and Federal funding (for which SBCTA policy requires fair-share distribution among Subareas) in addition to MLHP funds. Any funding allocated to the regional/interregional projects comes off the top of funding available to the Subarea and reduces what is available to each of the jurisdictions for local projects.

In June 2021, the Board adopted a prioritized list of regional/interregional projects for the Subarea (Attachment 1), with the first priority being the US 395 Phase 2 Widening Project from I-15 to Palmdale Road. (Note that it is referred to as Phase 3 in the Agenda Item, but because it is the second project to be implemented on US 395, it is now referred to as Phase 2 and more specifically the US 395 Freight Mobility and Safety Project, Phase 2.) The list is extensive and identifies important improvements to US 395, SR 138, I-15, and SR 18 as a result of the completion of the Feasibility Study; unfortunately, this list is not financially constrained and many of the projects will not be fully funded without other competitive State and Federal transportation funds. If jurisdictions are allowed to get too far ahead of their share of funding, it essentially cuts out the opportunity for these regional/interregional projects to receive funding through SBCTA. As such, proposed allocations to the US 395 Phase 2 and SR 18 Operational Improvements will be analyzed for the impact to local jurisdiction priorities, while allocations to local jurisdictions may have to be limited to avoid undercutting the ability to move forward on the regional/interregional priorities.

**Table 1. Victor Valley Subarea Major Local Highway Projects Program  
2025 Update Proposed Projects (millions)**

<b>Jurisdiction/Project</b>	<b>Cost</b>	<b>Unfunded</b>	<b>Phase</b>
<b>Adelanto</b>			
El Mirage Road Construction from US 395 to Richardson Road	\$13.585	\$0	Environmental
Bartlett Avenue Widening Phase 1 from Adelanto Road to Aster Road	\$5.500	\$0	Construction
Bellflower Street Widening Phase 1 from Air Expressway to Chamberlaine Way	\$8.255	\$0	Design
Bartlett Avenue Widening Phase 2 from Aster Road to Richardson Road	\$9.251	\$0	Environmental
Bellflower Street Widening Phase 2 from Cactus Road to Air Expressway	\$6.723	\$0	Environmental
<b>Apple Valley</b>			
Yucca Loma Road Widening Apple Valley Road to 1200' east	\$3.250	\$0	Construction
Bear Valley Road Bridge Over Mojave River	\$50.663	\$0	Pre-construction
Central Road from SR 18 to Bear Valley Road	\$4.166	\$0	Right of Way
Yucca Loma Road Widening from 1200' east of Apple Valley Road to Rincon Road	\$6.655	\$0	Environmental
Yucca Loma Road Widening from Rincon Road to Navajo Road	\$13.863	\$5.841	Environmental
SR 18 Widening from Apple Valley Road to Tao Road	\$15.396	\$5.678	Planning
Deep Creek Road Widening from Bear Valley Road to Tussing Ranch Road	\$4.813	\$0	Planning
Dale Evans Parkway Phase 1 (Waalew Road Realignment)	\$2.715	\$0	Right of Way
<b>Hesperia</b>			
Ranchero Corridor Widening from West City Limits to 7 <sup>th</sup> Avenue	\$54.697	\$0	Construction
Main Street Widening Phase 1 from I-15 to Fuente and Aqueduct Bridge	\$16.504	\$0	Environmental

## Board of Directors Agenda Item

January 8, 2025

Page 4

<b>Victorville</b>			
Mojave Drive Widening from US 395 to 7 <sup>th</sup> Avenue	\$41.520	\$16.053	Planning
Bear Valley Road Widening from Monte Vista Road to US 395	\$14.130	\$3.775	Planning
<b>San Bernardino County</b>			
Ranchero Corridor Widening from Mariposa to Hesperia City Limits	Incl in cost above		Construction
Rock Springs Road Bridge over Mojave River	\$34.939	\$0	Design
Phelan Road Widening from SR 138 to Hesperia City Limits	\$78.326	\$61.065	Environmental
<b>Regional/Interregional</b>			
US 395 Phase 2 Widening from I-15 to Palmdale Road	\$102.283	\$0	Design
SR 18 Operational Improvements West of US 395 – Project Development Only	\$12.000	\$0	Environmental

**Revenue Forecast**

The 2021 Update assumed that revenue would be increasing between 3.2% and 3.5% with an overall average of 3.3% through 2040 based on a study completed in June 2021 by Dr. John Husing, Economics & Politics, Inc. Despite the pandemic and the initial concern about potential impacts to program revenue, the 2025 Update began with a base value estimated at \$249 million, which is higher than the \$222 million projected in the 2021 Update. For the 2025 Update, revenue estimates through Fiscal Year 2029/2030 are consistent with April 2024 estimates provided by HdL Companies, SBCTA's sales tax consultant, and the average growth rate projected by Beacon Economics through 2040, based on a study completed in May 2024. While the 2025 Update begins with a projected year-over-year decrease in Measure I revenue, the projected revenue is still 40% higher than the revenue in Fiscal Year 2019/2020 and expected to continue to grow at historical rates. While the cumulative effects of the applied percentages are not much different from the 2021 Update, the 2024 Update starts with a higher base value as a result of higher current dollar point of sales volumes, and; therefore, the cumulative collections are estimated at \$7.6 billion total Measure I revenue compared to \$6.9 billion projected in the 2021 Update. A comparison of the forecasts in the 2021 Update to preliminary forecasts in the 2025 Update is presented in Table 2 below.

**Table 2. Victor Valley Subarea Major Local Highway Projects Program  
Revenue Comparison 2021 Update vs 2025 Update (millions)**

<b>Period</b>	<b>2021 Update</b>	<b>2025 Update</b>	<b>Change</b>
FY2010/2011 – 2023/2024	\$60.805	\$65.419	+\$4.614
FY2024/2025 – 2033/2034	\$67.931	\$74.483	+\$6.552
FY2034/2035 – 2039/2040	\$54.969	\$61.520	+\$6.551
<b>TOTAL</b>	<b>\$183.705</b>	<b>\$201.422</b>	<b>+\$17.717</b>
Uncommitted Balance through 2040	\$92.000	\$70.333	– \$21.667

**Bonding Analysis**

The bonding analysis for the 2025 Update is being developed with the following criteria:

- Minimum agency-wide debt coverage ratio: 2.0
- Individual programs must have a positive cash flow over the term of the bond

San Bernardino County Transportation Authority

## Board of Directors Agenda Item

January 8, 2025

Page 5

- Bond interest rate: 5%
- Latest bond issuance: 2025

As in recent Delivery Plans, the funding will be planned for the Cajon Pass Program and Victor Valley Subarea MLHP projects so that they can be delivered on a pay-as-you-go basis and not require bonding. However, there is a projected need for short-term cash flow borrowing from the Cajon Pass Program to the Victor Valley MLHP and Valley Freeway Program that does not impact the project delivery in the Cajon Pass Program. Payback from the Victor Valley MLHP and Valley Freeway Program will be with simple interest that would have been earned annually in the Cajon Pass Program.

***Financial Impact:***

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

***Reviewed By:***

This item was received by the Mountain/Desert Policy Committee on December 13, 2024.

***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

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Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:



## *Minute Action*

AGENDA ITEM: 22

**Date:** June 2, 2021

**Subject:**

Victor Valley Subarea Regional/Interregional Projects Prioritization

**Recommendation:**

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

Approve the Victor Valley Subarea Regional/Interregional Projects List and prioritization of projects in Attachment A, and direct staff to work with jurisdictions to begin to incorporate the highest priorities into the 2021 Update to the 10-Year Delivery Plan.

**Background:**

The voter-approved Measure I 2010-2040 Expenditure Plan for the Mountain/Desert Subareas identifies many projects on regional/interregional, State, Interstate, and United States (US) highways throughout the Mountain/Desert region as projects to be funded from the Measure I Major Local Highways Program (MLHP) and State and Federal funding sources. At its April 3, 2019 meeting, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Agenda Item 18 – Mountain/Desert Regional/Interregional Projects Set-Aside Funding, which directed SBCTA staff to work with California Department of Transportation (Caltrans) and local jurisdictions on identifying needs and developing funding set-asides for regional/interregional highway improvements in the Mountain/Desert Subareas. All participants have been asked to provide input.

It was determined that a series of meetings for each Subarea would take place for the purpose of coordinating project planning and programming among jurisdictions, identifying regional transportation infrastructure needs, and developing a list of regional/interregional projects, including those on State, Interstate, and US highway routes, along with the funding amount required and availability of funding to be set aside. The prioritized list for the Rural Subareas was approved by the Board in April 2021. This item concerns the prioritization for the Victor Valley Subarea.

A number of meetings have taken place in the past year where staff from each local jurisdiction has been provided an opportunity to nominate regional projects. Caltrans has also shared information about their current and planned projects and the agencies have been able to communicate to Caltrans issues on the State highways within their jurisdictions. Some specific recommendations and projects discussed included:

- Regional/Interregional highway project needs.
- Project prioritization – the need to develop and utilize ranking criteria. Attachment A to this item contains a list of prioritized regional/interregional projects, as identified by the Victor Valley Subarea staff and SBCTA staff.
- Funding flow – Identifying all current available Local, State and Federal funding sources. Attachment B to this item contains a list of these funding sources with a brief description of use and whether they are formula or competitive funds. It also reflects which agencies are eligible recipients for particular funds. It is important to note that in the Victor Valley Subarea, Measure I MLHP funds and State and Federal funds that are not assigned to regional/interregional projects are shared equally between jurisdictions within the Subarea by policy. While some State and Federal funds have been allocated to projects

*Entity: San Bernardino County Transportation Authority*

on the local network to ensure that they are able to be delivered on schedule, it is assumed that State and Federal funds will be largely responsible for funding the regional/interregional projects.

- Future State Route 247 (SR) 247, Interstate 15 (I)-15 Bypass Project – Caltrans staff indicated that an update to the I-15 Corridor Plan (Plan) has recently been initiated with work on the Plan beginning in late 2019. As part of that update, Caltrans will analyze alternative bypass options. Staff of the three subareas through which SR 247 lies – North Desert, Victor Valley, and Morongo Basin – have agreed that Measure I Project Development/Traffic Management Systems (PD/TMS) funds from each subarea would be appropriate to fund an initial feasibility study that would examine possible improvements and costs for a future project. Because this project is undefined, it was not included in the prioritization at this time.
- SR 18/SR 138 Corridor Study – As an interim project for near-term improvement to east-west flows between the Antelope and Victor Valleys until funding for the High Desert Corridor is available, SBCTA has approved funding for a Project Study Report in collaboration with Los Angeles County Metropolitan Transportation Authority and Caltrans. Because this project is undefined, it was not included in the prioritization at this time.
- US 395 Widening – it was agreed that widening additional segments of US 395 remains a priority for the Victor Valley Subarea.
- I-15/Joshua Interchange – it was agreed that improvements along Joshua could be prioritized as a regional project, but only in the context of the development of a Brightline Station near the Joshua interchange.

Attachment A lists the prioritized project lists for the Victor Valley Subarea. Items marked as “N/A” were reviewed but not ranked by members of the Subarea at this time. After all meetings have taken place, the final product will be a cooperatively developed list of regional/interregional projects with programmed funding to be included in SBCTA’s 2021 Update to the 10-Year Delivery Plan for the highest priorities.

As stated earlier, in the Victor Valley Subarea, Measure I MLHP funds and State and Federal funds that are not assigned to regional/interregional projects are shared equally between jurisdictions within the Subarea by policy. In other words, funding directed to regional/interregional projects reduce the funds available to split between the local jurisdictions. Staff will work with jurisdictions within the Subarea to develop funding plans that balance initiation of these highest priorities while continuing to address jurisdictional priorities on the local network. This list will be reviewed and revised as needed every two years in conjunction with the update to the 10-Year Delivery Plan.

***Financial Impact:***


This item has no financial impact on the Fiscal Year 2020/2021 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on May 21, 2021.

***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

<p><b>RESULT:</b> APPROVED [UNANIMOUS] <b>MOVER:</b> John Valdivia, City of San Bernardino <b>SECONDER:</b> Curt Hagman, County of San Bernardino <b>AYES:</b> Bishop, Courtney, Herrick, Ulloa, Marquez, Navarro, Warren, McNaboe, Gregg, McCallon, Rigsby, Dutrey, Paget, Wapner, Michael, Barich, Valdivia, Klink, Jones, Avila, Denison, Cook, Rowe, Hagman, Baca Jr. <b>ABSENT:</b> Hernandez, Robertson, Garcia, Rutherford</p>	<p>Approved Board of Directors Date: June 2, 2021  Witnessed By:   _____ Marleana Roman, Clerk of the Board 06/02/2021</p>
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## ATTACHMENT A - VICTOR VALLEY SUBAREA REGIONAL/INTERREGIONAL PROJECT PRIORITIZATION

<b>RANK</b>	<b>REGIONAL/INTERREGIONAL PROJECT</b>	<b>COMMENTS</b>
1	US 395 Phase 3 widen 2 to 4 lanes (I-15 to Palmdale Rd.)	Environmental completed. Possibility for near-term coordination with a CT SHOPP project; good candidate for TCEP.
2	I-15 @ Joshua Street Interchange Widening - Widen roadway and bridge from US 395 to Mariposa from 2 to 4 lanes to accommodate the proposed Brightline West High Speed Rail Station/parking structure in Hesperia.	Would be in conjunction with Brightline's plans to widen bridge for bus lane and likely implemented by Brightline. Therefore, contingent on need for rail station.
3	US 395 Phase 2 widen 2 to 4 lanes (Chamberlaine Way to Desert Flower)	Environmental complete.
4	I-15 Victor Valley Express Lanes Widening - Add 1 HOT lane each direction from US 395 to D Street.	No project work to date. Probably not feasible if Brightline is in the median. If Brightline built only to Apple Valley, consider extending lanes to Stoddard Wells.
5	SR 138 Segment 4 widen 2 to 4 lanes (Lone Pine Canyon Rd to I-15)	Design is complete, just needs funding.
6	Rock Springs Road Bridge over Mojave River - widen 2 to 4 lanes	Bridge replacement is in Highway Bridge Program - funding would be for cost to widen bridge and approaches.
7	US 395 Phase Future widen 2 to 4 lanes (Desert Flower to North Desert Subarea)	CT was working on environmental but was deprioritized at HQ and no longer in progress.
8	SR 138 Segment 1 widen 2 to 4 lanes (SR 18 to Phelan)	Majority of this project is in LA County and not likely to be prioritized by them. Caltrans is planning a safety project to add a median lane in San Bernardino County.
9	SR 247/SR18 Intersection Realignment at SR 18 and Crystal Creek Rd (Lucerne Valley)	Problem first identified for truck traffic NB on Crystal Creek. Four-way stop has been installed at intersection. Additional roadway R/W (local road and highway) will be required to accommodate further improvements such as signalization and/or intersection realignment. A greater amount of R/W will be required to accommodate a single, realigned roadway at the existing intersection location. Less R/W will be required for an offset intersection; however, intersection spacing standards are applicable.
10	SR 138 Realignment from Summit Valley Road to SR 173	No project work to date.
11	SR 138 Widening from I-15 to Summit Valley Road	No project work to date.
N/A	SR 18 from LA County line to US 395 widen 2 to 4 lanes Feasibility Study (rank later)	High Desert Corridor alternative. Feasibility study underway with LA Metro with possible ranking later after scope is better defined.
N/A	SR 247 (Lucerne Valley-Yucca Valley) Feasibility Study (rank later)	Possible passing lanes, left and right turn pockets, intersection improvements through a portion of Victor Valley Subarea. Feasibility study is proposed now with possible ranking later after scope is defined.
N/A	High Desert Corridor - Roadway Victor Valley to Palmdale	Roadway was not included in NEPA environmental action but was included in CEQA NOD. Roadway was taken out of RTP/SCS - no longer a project. Rail portion is continuing with LA Metro as lead.

Note: Items marked as "N/A" were reviewed but not ranked by members of the Subarea at this time.

**ATTACHMENT B  
MOUNTAIN/DESERT SUBAREAS TRANSPORTATION FUNDING SOURCES  
for REGIONAL/INTERREGIONAL HIGHWAY PROJECTS**

CITY/COUNTY	SBCTA	CALTRANS
<b>LOCAL FUNDS</b>		
<b>Development Impact Fees (DIF) Contribution</b>	<b>Measure I Major Local Highway (MLH)</b>	
<i>Required for access to SBCTA Public Funds on most projects.</i>		
<b>Local Funds</b>	<b>Measure I Project Development - Traffic Management Systems (PDTMS)</b>	
Can be used for project phases <i>without Public Share contribution</i> or to fill gaps in funding.		
	For major streets and highways serving as primary routes of travel within subarea. Combined with State and Federal sources below for <i>Public Share</i> contribution.	
	For corridor studies and project study reports.	
<b>STATE FUNDS</b>		
<b>Local Partnership Program (LPP)</b>	<b>Local Partnership Program (LPP)</b>	<b>State Highway Operation &amp; Protection Program (SHOPP)</b>
<i>DIF Share</i> for projects that improve aging infrastructure, road conditions, active transportation, and have health and safety benefits. <i>Competitive grant.</i>	<i>Public Share</i> for projects that improve aging infrastructure, road conditions, active transportation, and have health and safety benefits. <i>Formula funds and competitive grant.</i>	For repair and preservation of existing infrastructure, emergency repairs, safety improvements, and some highway operational improvements on the State Highway System. <i>Not for capacity increasing projects.</i>
	<b>Solutions for Congested Corridors Program (SCCP)</b>	<b>Solutions for Congested Corridors Program (SCCP)</b>
	<i>Public Share</i> for high-occupancy vehicle lanes, managed lanes, auxiliary lanes, truck climbing lanes, and other <i>non-general purpose lane</i> highway improvements. <i>Competitive grant.</i>	For high-occupancy vehicle lanes, managed lanes, auxiliary lanes, truck climbing lanes, and other <i>non-general purpose lane</i> highway improvements. <i>Competitive grant.</i>
<b>Trade Corridor Enhancement Program (TCEP)</b>	<b>Trade Corridor Enhancement Program (TCEP)</b>	<b>Trade Corridor Enhancement Program (TCEP)</b>
For improvements on corridors with high volume of freight movement. <i>Competitive grant (60% target).</i>	<i>Public Share</i> for improvements on corridors with high volume of freight movement. <i>Competitive grant (60% target).</i>	For improvements on corridors with high volume of freight movement. <i>Competitive grant (60% target).</i>
	<b>State Transportation Improvement Program - Regional (STIP-RIP)</b>	<b>State Transportation Improvement Program - Interregional (STIP-IIP)</b>
	<i>Public Share</i> for capital improvement transportation projects on and off the State Highway System. <i>Formula funds.</i>	For improvements to state highways, intercity passenger rail, interregional movement of people, vehicles, and goods <i>based on statewide priorities.</i>

Attachment: Attachment 1 - June 2021 Project Prioritization (11162 : 2025 Update to the 10-Year Delivery Plan - Victor Valley Subarea Projects)

**ATTACHMENT B  
MOUNTAIN/DESERT SUBAREAS TRANSPORTATION FUNDING SOURCES  
for REGIONAL/INTERREGIONAL HIGHWAY PROJECTS**

CITY/COUNTY	SBCTA	CALTRANS
<b>FEDERAL FUNDS</b>		
	<p align="center"><b>Surface Transportation Program (STP)</b></p> <p><i>Public Share</i> - Most flexible federal funding for highway and bridge projects. <i>Formula Funds.</i></p>	
	<p align="center"><b>Congestion Mitigation and Air Quality (CMAQ)</b></p> <p><i>Public Share</i> for transportation projects and other efforts that contribute air quality improvements and provide congestion relief. <i>Formula funds.</i></p>	
<p align="center"><b>Highway Bridge Program (HBP)</b></p> <p>For projects to replace or rehabilitate bridges in the National Bridge Inventory.</p>	<p align="center"><b>Highway Bridge Program (HBP)</b></p> <p>For projects to replace or rehabilitate bridges in the National Bridge Inventory.</p>	
<p align="center"><b>Infrastructure for Rebuilding America (INFRA)</b></p> <p>For nationally and regionally significant freight and highway projects. <i>Competitive grant.</i></p>	<p align="center"><b>Infrastructure for Rebuilding America (INFRA)</b></p> <p><i>Public Share</i> for nationally and regionally significant freight and highway projects. <i>Competitive grant.</i></p>	<p align="center"><b>Infrastructure for Rebuilding America (INFRA)</b></p> <p>For nationally and regionally significant freight and highway projects. <i>Competitive grant.</i></p>
<p align="center"><b>Better Utilizing Investments to Leverage Development (BUILD)</b></p> <p>For highway and bridge projects with national significance. (Prior TIGER grant) <i>Competitive grant.</i></p>	<p align="center"><b>Better Utilizing Investments to Leverage Development (BUILD)</b></p> <p><i>Public Share</i> for highway and bridge projects with national significance. (Prior TIGER grant) <i>Competitive grant.</i></p>	<p align="center"><b>Better Utilizing Investments to Leverage Development (BUILD)</b></p> <p>For highway and bridge projects with national significance. (Prior TIGER grant) <i>Competitive grant.</i></p>

Attachment: Attachment 1 - June 2021 Project Prioritization (11162 : 2025 Update to the 10-Year Delivery Plan - Victor Valley Subarea Projects)

## *Minute Action*

AGENDA ITEM: 22

***Date:*** January 8, 2025

***Subject:***

2025 Update to the 10-Year Delivery Plan - Valley Transit Programs

***Recommendation:***

Receive report on the planned update to the 10-Year Delivery Plan for the San Bernardino Valley Metrolink/Rail Service Program and San Bernardino Valley Express Bus/Bus Rapid Transit Service Program.

***Background:***

The Strategic Plan serves as the policy manual for the delivery of Measure I Programs by the San Bernardino County Transportation Authority (SBCTA) and its member agencies for the 30-year life of the Measure. The Strategic Plan addresses significant policy, fiscal, and institutional issues associated with the administration and implementation of Measure I; including managing the different goals and priorities among the Valley, Victor Valley, and Rural Mountain/Desert Subareas of the County. One of the key requirements of the Strategic Plan was the preparation of a 10-Year Delivery Plan (Delivery Plan) for Measure I Programs.

The SBCTA Board of Directors (Board) adopted the first Measure I 2010-2040 10-Year Delivery Plan in January 2012. The Delivery Plan provides a list of projects to be developed during a 10-year period and identifies project scopes, schedules, and budgets. Additionally, it provides a basis for the development of the annual budget for capital projects. The Delivery Plan is a living document that is updated every two years to capture revisions to the projects and assumptions in the plan, actual Measure I revenue, and relevant Board actions. Staff anticipates approval of the 2025 Update to the 10-Year Delivery Plan (2025 Update) by the Board in February 2025. It should be noted that project cost information presented herein is preliminary and subject to further refinement.

**Valley Metrolink/Rail Service Program**

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 8% of the Measure I revenue collected in the Valley Subarea funds the Valley Metrolink/Rail Service Program, which for Fiscal Year 2024/2025 is estimated to be about \$16.5 million. The 2021 Update to the Delivery Plan (2021 Update) included estimated Metrolink/Rail Service Program project and operations costs over the 10-year period of \$726 million with \$236 million from Measure I, \$7 million from local funds, \$17 million anticipated from fare revenues from operations, and \$370 million from State and Federal funds, including \$135 million from competitive grant awards. There was an unfunded need of \$97 million for the Gold Line to Montclair and San Bernardino Line Double Track projects.

Since the adoption of the 2021 Update, construction has been completed on the Redlands Passenger Rail Project and passenger service began in October 2022; full funding has been identified for a reduced scope of the San Bernardino Line Double Track project; and the SBCTA Board has committed \$80 million for the Gold Line to Montclair project pending the final cost in San Bernardino County, which will be known when bids are received for the design-build contract, currently scheduled for early 2025.

*Entity: San Bernardino County Transportation Authority*

Table 1 below provides an overview of the projects that have been identified for development in the 2025 Update with the current cost estimate and unfunded need:

**Table 1. Proposed Valley Metrolink/Rail Service Projects for 2025 Update (millions)**

<b>Project</b>	<b>Cost</b>	<b>Unfunded</b>	<b>Phase</b>
Arrow Operations (10-year cost)	\$184.890	\$0	On-going
San Bernardino Line Double Track*	\$89.750	\$0	Design
Gold Line to Montclair**	\$80.000	TBD	Procurement
Gold Line to Montclair Operations** (4-year cost)	\$12.666	\$0	Procurement

\* Cost reflects reduced scope

\*\* Schedule assumes funding is available for ultimate construction cost

### **Valley Express Bus/Bus Rapid Transit Service Program**

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, the Valley Express Bus/Bus Rapid Transit Service Program initially received 2% of revenue collected in the Valley until March 31, 2020. Effective April 1, 2020, the Board approved an increase to 5% through the end of the Measure in 2040, with the 3% coming from the Valley Major Streets Program. Program revenue for Fiscal Year 2024/2025 is estimated to be about \$10 million. The 2021 Update included estimated Express Bus/Bus Rapid Transit Service Program project and operations costs for the West Valley Connector Project over the 10-year period of \$328 million with \$69 million from Measure I, \$16 million from local and private funds, \$8 million anticipated from fare revenues from operations, and \$235 million from State and Federal funds, including \$193 million from competitive grant awards.

Since the adoption of the 2021 Update, design was completed on the West Valley Connector Project, and construction is underway. SBCTA has been successful in securing additional grants including an additional \$19 million from the Transit and Intercity Rail Capital Program and \$8 million from Affordable Housing and Sustainable Communities Program. The project is fully funded with a current estimated capital project cost of \$320 million.

Additionally, as the development of the Ontario International Airport (ONT) Connector Project, an innovative four-mile sub-surface bi-directional tunnel system that will serve as an on-demand direct connection between ONT and the Cucamonga Metrolink Station, has evolved from the original vision of zero emission passenger cars operating in a tunnel to that of autonomous electric shuttles, it has been determined that this project would be considered an eligible project for the use of Valley Express Bus/Bus Rapid Transit Service Program funds. While there is no recommendation to allocate these funds to this project at this time, the project has been added to this section of the 2025 Update for tracking purposes. Since the 2021 Update, the cost of the project has increased from \$60 million to \$483 million, which will require a significant infusion of grant funding as SBCTA does not currently have the financial resources to meet that shortfall.

It should also be noted that per Board direction in December 2024, SBCTA staff is conducting an evaluation of the application of Transit Signal Priority and other strategies to enhance local bus service, in conjunction with the development of smart corridors in the Valley, with an investment plan to be brought back to the Board by spring 2025. Additionally, staff is continuing to collaborate with local jurisdictions to identify the priority of routes for further development of the Bus Rapid Transit network as identified in the Omnitrans Systemwide Plan (updated in 2019), to be incorporated into the Long Range Multimodal Transportation Plan currently under

San Bernardino County Transportation Authority



development. Any investments of Valley Express Bus/Bus Rapid Transit Service Program funds for these purposes would be brought to the Board for approval or incorporated in future Delivery Plan updates.

Table 2 below provides an overview of the projects that have been identified for development in the 2025 Update with the current cost estimate and unfunded need:

**Table 2. Proposed Valley Express Bus/Bus Rapid Transit Service Projects (millions)**

<b>Project</b>	<b>Cost</b>	<b>Unfunded</b>	<b>Phase</b>
West Valley Connector	\$320.335	\$0	Construction
West Valley Connector Operations (9-year cost)	\$80.288	\$0	Construction
ONT Connector*	\$695.991	\$482.678	Environmental
ONT Connector Operations* (4-year cost)	\$28.206	\$0	Environmental

\* Schedule dependent on funding availability for construction

### **Other Projects of Interest**

This section of the Delivery Plan highlights projects that are significant to SBCTA and the region but do not use funding from a specific Measure I Program. The 2021 Update included four transit projects:

Diesel Multiple Unit (DMU) rail vehicle conversion to Zero Emission Multiple Unit (ZEMU) project, better known as the DMU to ZEMU. This innovative and transformative transit project is nearing completion with the ZEMU vehicle delivered to San Bernardino County for final testing in 2024. While there have been significant cost increases since the 2021 Update, SBCTA has been successful in securing additional Transit and Intercity Rail Capital Program funds to cover the increases.

ZEMU conversion of three Arrow Service DMUs – When the State initially awarded a \$30 million Transit and Intercity Rail Capital Program grant to develop the ZEMU technology, the State requested SBCTA convert the three DMUs procured for the Arrow Service. The 2021 Update included a project to convert all three DMUs to meet the goal of operating the entire Arrow Service corridor as a zero or low-emission revenue operation. However, conversion of the vehicle will not be possible and purchase of new vehicles will be required, which significantly increases the cost of this initiative. The Board allocated \$9.2 million of Zero Emission Transit Capital Program funds to this project, which when combined with the \$7.5 million of existing funds will allow for the purchase of one vehicle, leaving an estimated unfunded need of \$26.5 million.

Zero Emission Bus Replacement Initiative – This will replace current transit buses with zero emission buses to meet the California Air Resources Board’s Innovative Clean Transit regulation mandate. While the Zero Emission Bus Replacement Initiative procurements and costs will be expended by the transit operators in San Bernardino County, SBCTA will be required to nominate the projects to Southern California Association of Governments for funding; therefore, it is important to continue to include this as a project in the 2025 Update. By Board Policy No. 40001, Federal Congestion Mitigation and Air Quality (CMAQ) funds shall be considered as a significant source to fund transit capital projects and start-up operating expenses in accordance with CMAQ criteria. Recommendation of CMAQ funding for transit capital projects is to be made by SBCTA in a manner consistent with the Delivery Plan and plans developed by the San Bernardino County Transportation Authority

transit operators and approved by the Board. The total costs for vehicles and infrastructure associated with this mandate included in the 10-year period for the 2021 Update was estimated at \$269 million, more than doubling the \$131 million that would traditionally be reserved for bus purchases and replacements, and CMAQ funds were reserved in SBCTA's programming documents for most of this cost, although SBCTA is hopeful that competitive funding may replace a portion of the CMAQ funding. Staff has worked with each operator on their current replacement plan and funding needs for the 2025 Update.

Table 3 below provides an overview of the projects that have been identified for development in the 2025 Update with the current cost estimate and unfunded need:

**Table 3. Proposed Other Projects of Interest (millions)**

Project	Cost	Unfunded	Phase
DMU to ZEMU	\$62.323	\$0	Construction/ Operations
DMU to ZEMU Operating (10-year cost)	\$32.785	\$0	Operations
Purchase of three Arrow ZEMUs*	\$42.5	\$26.5	Not Started
Zero Emission Bus Replacement Initiative	\$239.153	\$211.255	On-going

\* Schedule dependent on funding availability for construction

### Revenue Forecast

The 2021 Update assumed that revenue would be increasing between 3.2% and 3.5% with an overall average of 3.3% through 2040 based on a study completed in June 2021 by Dr. John Husing, Economics & Politics, Inc. Despite the pandemic and the initial concern about potential impacts to program revenue, the 2025 Update starts with a higher base value than projected in the 2021 Update, at an estimated \$249 million versus \$222 million in the 2021 Update. Preliminary revenue forecasts (which are based on actuals to date, HdL Companies (SBCTA's sales tax consultant) five-year forecasts, and then inflation and real growth percentages consistent with the average growth rate projected through 2040 in a study conducted by Beacon Economics in May 2024) also indicate increased cumulative collections, increasing the \$6.9 billion total revenue in the 2021 Update to \$7.6 billion projected in the 2025 Update. A comparison of the forecasts in the 2021 Update to forecasts in the 2025 Update is presented in Tables 4 below and 5 on the following page. Projects included in the Other Projects of Interest do not use Measure I Program funds, so there is no program revenue comparison.

**Table 4. Valley Metrolink/Rail Service Program Revenue Comparison  
2021 Update vs 2025 Update (millions)**

Period	2021 Update	2025 Update	Change
FY2010/2011 – 2023/2024	\$151.791	\$162.196	+\$10.405
FY2024/2025 – 2033/2034	\$169.753	\$188.726	+\$18.973
FY2034/2035 – 2039/2040	\$130.218	\$146.212	+\$15.994
TOTAL	\$451.762	\$497.134	+\$45.372
Uncommitted Balance through 2040*	\$9.700	\$27.495	+\$17.792

\*Reflects increased security costs on Arrow service

**Table 5. Valley Express Bus/Bus Rapid Transit Service Program Revenue Comparison  
 2021 Update vs 2025 Update (millions)**

<b>Period</b>	<b>2021 Update</b>	<b>2025 Update</b>	<b>Change</b>
FY2010/2011 – 2023/2024	\$58.013	\$64.516	+\$6.503
FY2024/2025 – 2033/2034	\$106.096	\$117.954	+\$11.858
FY2034/2035 – 2039/2040	\$81.386	\$91.382	+\$9.996
<b>TOTAL</b>	<b>\$245.495</b>	<b>\$273.852</b>	<b>+\$28.357</b>
Uncommitted Balance through 2040*	\$125.000	\$99.162	-\$25.838

\*Reflects increased operating cost estimate for West Valley Connector

### **Bonding Analysis**

The bonding analysis for the 2025 Update is being developed with the following criteria:

- Minimum agency-wide debt coverage ratio: 2.0
- Individual programs must have a positive cash flow over the term of the bond.
- Bond interest rate: 5%
- Latest bond issuance: 2025

Unlike Delivery Plans prior to the 2021 Update, there is no longer a need to bond for the Valley Metrolink/Rail Service Program or the Valley Express Bus/Bus Rapid Transit Service Program. This is because of a combination of higher Measure I revenues actually received versus estimates, strategically expending other funding sources prior to Measure I for the Redlands Passenger Rail Project, and significant competitive funding awarded to the West Valley Connector Project.

SBCTA is proactive to identify appropriate funding sources for long-term operations and maintenance when considering the funding of capital projects and the sustainability of fund sources. The bonding model is developed to take advantage of CMAQ funds for a portion of initial operating costs on new transit service, as new service expenses are eligible for CMAQ funding for up to the first five years. Low Carbon Transit Operations Program (LCTOP) funds are also used where available for fare subsidies while establishing ridership on new service, although LCTOP funding is not a significant source of funding. After CMAQ and LCTOP assumptions are applied, and fare revenue is estimated, funding for operating costs for new service are expected to be funded as such: Gold Line, ONT Connector, and DMU to ZEMU with Local Transportation Funds; Arrow Service, stemming from the Redlands Passenger Rail Project, with Metrolink/Rail Service Program funds and Federal funds where possible for preventative maintenance costs; and West Valley Connector with Valley Express Bus/Bus Rapid Transit Service Program funds.

### **Financial Impact:**

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

### **Reviewed By:**

This item was received by the Transit Committee on December 12, 2024.

### **Responsible Staff:**

Andrea Zureick, Director of Fund Administration

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Approved  
Board of Directors  
Date: January 8, 2025  
Witnessed By:

## ***Minute Action***

AGENDA ITEM: 23

***Date:*** January 8, 2025

***Subject:***

2025 Update to the 10-Year Delivery Plan - Cajon Pass and Valley Highway Programs

***Recommendation:***

Receive report on the planned update to the 10-Year Delivery Plan for the Cajon Pass Program and Valley Freeway Projects Program, Freeway Interchange Projects Program, and Valley Major Streets Program.

***Background:***

The Strategic Plan serves as the policy manual for the delivery of Measure I Programs by the San Bernardino County Transportation Authority (SBCTA) and its member agencies for the 30-year life of the Measure. The Strategic Plan addresses significant policy, fiscal, and institutional issues associated with the administration and implementation of Measure I, including managing the different goals and priorities among the Valley, Victor Valley, and Rural Mountain/Desert Subareas of the County of San Bernardino. One of the key requirements of the Strategic Plan was the preparation of a 10-Year Delivery Plan (Delivery Plan) for Measure I Programs.

The SBCTA Board of Directors (Board) adopted the first Measure I 2010-2040 10-Year Delivery Plan in January 2012. The Delivery Plan provides a list of projects to be developed during a 10-year period and identifies project scopes, schedules, and budgets. Additionally, it provides a basis for the development of the annual budget for capital projects. The Delivery Plan is a living document that is generally updated every two years to capture revisions to the projects and assumptions in the plan, actual Measure I revenue, and relevant Board actions. Staff anticipates approval of the 2025 Update to the 10-Year Delivery Plan (2025 Update) by the Board in February 2025. It should be noted that project cost information presented herein is preliminary and subject to further refinement.

***Cajon Pass Program***

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 3% of the Measure I revenue collected in the Valley Subarea and Victor Valley Subarea funds the Cajon Pass Program, which for Fiscal Year 2024/2025 is estimated to be about \$7.1 million with slightly less than half of the revenue dedicated to debt service for the Interstate 15 (I-15)/Interstate 215 (I-215) Devore Interchange that was completed in June 2016. The 2025 Update includes initiation of the second project in the Cajon Pass, the I-15 Cajon Pass Northbound Corridor Freight Project, which would construct one northbound truck climbing lane from Kenwood Avenue to State Route (SR) 138. I-15 is a federally designated Trade Corridor of National and Regional Significance within California's section of the National Highway Freight Network, as identified in the California Freight Mobility Plan. Therefore, advancing a project in the Cajon Pass area is essential for positioning the California Department of Transportation (Caltrans) and SBCTA to successfully apply for the 2026 Trade Corridor Enhancement Program (TCEP) (Cycle 5). To maximize the likelihood of obtaining future TCEP funding, the environmental document for this project must be completed by the end of 2026. The Cajon Pass Program is able to support pre-construction activities for the project, estimated to have a total

*Entity: San Bernardino County Transportation Authority*

project cost of \$111 million. Approximately \$51 million would be required through future competitive grant opportunities to fully fund the project through construction.

### **Valley Freeway Projects Program**

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 29% of the Measure I revenue collected in the Valley Subarea funds the Valley Freeway Projects Program, which for Fiscal Year 2024/2025 is estimated to be about \$59.7 million. The 2021 Update to the 10-Year Delivery Plan (2021 Update) included estimated Valley Freeway Projects Program project costs over the 10-year period of \$2.3 billion with \$873 million coming from Measure I, \$225 million from toll revenues, and the balance from State, Federal, and local funds. There was an unfunded need of \$180 million identified that has since been partially filled.

Since the adoption of the 2021 Update, construction is complete on the SR 210 Lane Addition Project and the Interstate 10 (I-10) Corridor Contract 1 express lanes have become operational. Construction has begun on the I-10 Eastbound Truck Climbing Lane Project in the City of Yucaipa, and construction will soon begin on the I-15 Corridor Contract 1 Project, which will connect with the I-15 Express Lanes in Riverside County and continue to Foothill Boulevard. The I-215 Bi-County Landscaping project was delayed to be combined with the I-215 Segment 5 landscaping for construction, which is expected to commence in May 2025.

SBCTA evaluated options for the next express lanes project to be developed for construction, but significant construction cost increases over the last several years has led to a sequenced approach to construction on I-10 and I-15. In October 2021 the Board approved a strategy for the next segment of the I-10 Corridor Project, consistent with the State of California’s Guiding Principles for Transportation Investment, that would provide a single-lane express lane in each direction from I-15 to Pepper Avenue in the City of Colton, now referred to as I-10 Corridor Freight and Express Lanes Project – Contract 2. The 2021 Update included project development funding for this project and an assumed match for future grant funding for construction. SBCTA was successful in securing \$75 million toward the \$180 million unfunded need from the competitive TCEP for this project. The 2021 Update indicated the need to bond for \$304 million through 2028 to construct projects on the schedule provided. While some State and Federal funding has been used to address the significant cost increases in this program, the analysis for the 2025 Update requires bonding for \$380 million in 2025 and cash flow borrowing in the amount of \$241 million. Staff proposes the use of cash balance in the Valley Major Streets Projects Program and Cajon Pass Program to reduce the amount of bonding required. This is described in detail further in this agenda item.

Table 1 below provides an overview of the projects that have been identified for development in the 2025 Update with the current cost estimate and unfunded need:

**Table 1. Proposed Valley Freeway Projects for 2025 Update (millions)**

<b>Project</b>	<b>Cost</b>	<b>Unfunded</b>	<b>Phase</b>
I-215 Bi-County Landscaping	\$18.498	\$0	Pre-construction
I-10 Corridor Contract 1	\$963.043	\$0	Landscape
I-15 Corridor Contract 1	\$535.002	\$0	Construction
I-10 Corridor Contract 2	\$980.140	\$30.000	Design
I-10 Truck Climbing Lane	\$39.155	\$0	Construction

### Valley Freeway Interchange Projects Program

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 11% of the Measure I revenue collected in the Valley Subarea funds the Valley Freeway Interchange Projects Program, which for Fiscal Year 2024/2025 is estimated to be about \$22.6 million.

The 2021 Update included estimated Valley Freeway Interchange Projects Program project costs over the 10-year period of \$451 million with \$260 million coming from Measure I, \$130 million from local funds, and the balance from State and Federal funds. There was an unfunded need of \$22 million identified that remains unfunded. Approval of the 2021 Update included construction of all of the 10 highest priority interchanges.

In addition to the top 10 interchanges, two Tier 2 interchanges were added to the Delivery Plan in the 2017 Update as a result of the on-going development of the I-10 Corridor Contract 1 Project. This included improvements to the I-10/Monte Vista Avenue, I-10/Euclid Avenue, and I-10/Vineyard Avenue Interchanges. Additionally a \$40 million reserve was established for the Interchange Phasing Program.

Since establishment of the Interchange Phasing Program, only the City of Yucaipa and City of San Bernardino have entered the program for the I-10/Wildwood Canyon Road Interchange and SR 210/Waterman Avenue Interchange, respectively. Additionally, interest has been expressed by the Cities of Highland and Ontario for some of their eligible interchanges. No other changes are proposed to the project list for the 2025 Update.

While there have been significant estimated cost increases in the I-10/Mount Vernon Avenue Interchange that is largely funded with Measure I, the 2021 Update indicated the need to bond for \$97 million in 2026 to construct all of the projects. The analysis for the 2025 Update indicates that with increased revenue and cash flow borrowing from the Major Streets Projects Program in the amount of \$19 million, the need to bond is reduced to \$79 million in 2025.

Table 2 below and on the following page provides an overview of the projects that have been identified for development in the 2025 Update with the current cost estimate and unfunded need:

**Table 2. Proposed Valley Freeway Interchange Projects for 2025 Update (millions)**

Project	Cost	Unfunded	Phase
I-10/Cedar Avenue Interchange (IC)	\$112.668	\$0	Construction
SR 60/Central Avenue IC	\$37.024	\$0	Plant Establishment
I-215/University Parkway IC	\$25.698	\$0	Construction
I-10/Mount Vernon Avenue IC	\$94.125	\$0	Design
I-10/Riverside Avenue IC Phase 2*	\$45.683	\$29.800	Design
I-10/Euclid Avenue IC**	\$8.974	\$0	Post-Construction
I-10/Monte Vista Avenue IC**	\$33.145	\$0	Post-Construction
I-10/Vineyard Avenue IC**	\$3.008	\$0	Post-Construction
SR 210/Waterman Avenue IC (Phasing Program)	\$9.810	\$0	Construction
I-10/Wildwood Canyon IC (Phasing Program)*	\$3.000	TBD	Environmental

## Board of Directors Agenda Item

January 8, 2025

Page 4

SR 210/5 <sup>th</sup> Street IC (Phasing Program)*	\$18.827	\$0	Environmental
SR 60/Euclid Avenue IC (Phasing Program)*	\$5.813	\$0	Environmental

\* City is project lead agency

\*\* Project costs are included in the Freeway Program - I-10 Corridor Contract 1 project.

**Valley Major Streets Program**

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 17% of the Measure I revenue collected in the Valley Subarea funds the Valley Major Streets Projects Program, of which the grade separation sub-program receives 20% and the arterial sub-program receives 80%. For Fiscal Year 2024/2025 the total Valley Major Streets Program revenue is estimated to be about \$35 million. The 2021 Update included estimated Valley Major Streets Program project costs over the 10-year period of \$228 million with \$11 million coming from Measure I, \$37 million from local funds, and the balance from State and Federal funds. The near-term revenue for the grade separation sub-program is almost entirely dedicated to debt service, and SBCTA only constructs projects in the arterial sub-program at the request of local jurisdictions. As such, no new projects are proposed in the Valley Major Streets Program from the projects that were included in the 2021 Update: the Mount Vernon Avenue Viaduct Project that reconstructs the Mount Vernon Avenue bridge over the BNSF Railway intermodal yard in the City of San Bernardino and the 4<sup>th</sup> Street bridge at I-10 in the City of Ontario that is being reconstructed as part of the I-10 Corridor Contract 1 Project.

Table 3 below provides an overview of the current status relative to the project scheduling and total project cost forecasts identified in the 2021 Update:

**Table 3. Proposed Valley Major Streets Program Projects (millions)**

Project	Cost	Unfunded	Phase
Mount Vernon Avenue Viaduct	\$244.811	\$0	Design-Build
I-10 at 4 <sup>th</sup> Street Bridge	\$22.336	\$0	Post-Construction

**Revenue Forecast**

The 2021 Update assumed that revenue would be increasing between 3.2% and 3.5% with an overall average of 3.3% through 2040 based on a study completed in June 2021 by Dr. John Husing, Economics & Politics, Inc. Despite the pandemic and the initial concern about potential impacts to program revenue, the 2025 Update began with a base value estimated at \$249 million, which is higher than the \$222 million projected in the 2021 Update. Preliminary revenue forecasts (which are based on actuals to date, HdL Companies five-year forecasts, and then inflation and real growth percentages consistent with the average growth rate projected through 2040 in a study conducted by Beacon Economics in May 2024) also indicate increased cumulative collections, increasing the \$6.9 billion total revenue in the 2021 Update to \$7.6 billion projected in the 2025 Update. A comparison of the forecasts in the 2021 Update to preliminary forecasts in the 2025 Update is presented in Tables 4, 5, 6, and 7 (below and on the following page).

**Table 4. Cajon Pass Program Revenue Comparison  
2021 Update vs 2025 Update (millions)**

Period	2021 Update	2025 Update	Change
FY2010/2011 – 2023/2024	\$66.202	\$70.796	+\$4.594

San Bernardino County Transportation Authority



FY2024/2025 – 2033/2034	\$74.030	\$82.175	+\$8.145
FY2034/2035 – 2039/2040	\$57.142	\$64.136	+\$6.994
<b>TOTAL</b>	<b>\$197.374</b>	<b>\$217.107</b>	<b>+\$19.733</b>
Uncommitted Balance through 2040	\$94.744	\$66.629	– \$28.115

**Table 5. Valley Freeway Projects Program Revenue Comparison  
2021 Update vs 2025 Update (millions)**

<b>Period</b>	<b>2021 Update</b>	<b>2025 Update</b>	<b>Change</b>
FY2010/2011 – 2023/2024	\$550.241	\$587.961	+\$37.720
FY2024/2025 – 2033/2034	\$615.355	\$684.130	+\$68.775
FY2034/2035 – 2039/2040	\$472.041	\$530.018	+\$57.977
<b>TOTAL</b>	<b>\$1,637.637</b>	<b>\$1,802.109</b>	<b>+\$164.472</b>
Uncommitted Balance through 2040	\$338.000	\$92.942	– \$245.058

**Table 6. Valley Freeway Interchange Projects Program Revenue Comparison  
2021 Update vs 2025 Update (millions)**

<b>Period</b>	<b>2021 Update</b>	<b>2025 Update</b>	<b>Change</b>
FY2010/2011 – 2023/2024	\$208.712	\$223.020	+\$14.308
FY2024/2025 – 2033/2034	\$233.411	\$259.498	+\$26.087
FY2034/2035 – 2039/2040	\$179.050	\$201.041	+\$21.991
<b>TOTAL</b>	<b>\$621.173</b>	<b>\$683.559</b>	<b>+\$62.386</b>
Uncommitted Balance through 2040	\$161.000	\$234.343	+\$73.343

**Table 7. Valley Major Streets Program Revenue Comparison  
2021 Update vs 2025 Update (millions)**

<b>Period</b>	<b>2021 Update</b>	<b>2025 Update</b>	<b>Change</b>
FY2010/2011 – 2023/2024	\$359.411	\$381.523	+\$22.112
FY2024/2025 – 2033/2034	\$360.726	\$401.042	+\$40.316
FY2034/2035 – 2039/2040	\$276.713	\$310.700	+\$33.987
<b>TOTAL</b>	<b>\$996.850</b>	<b>\$1,093.265</b>	<b>+\$96.415</b>
Uncommitted Balance through 2040*	\$54.000	\$75.338	+\$21.338

\*Preliminary estimate for grade separation sub-program

### **Bonding Analysis**

The bonding analysis for the 2025 Update is being developed with the following criteria:

- Minimum agency-wide debt coverage ratio: 2.0
- Individual programs must have a positive cash flow over the term of the bond.
- Bond interest rate: 5%
- Latest bond issuance: 2025

As in previous Delivery Plans there will be a need to bond for both the Valley Freeway Projects Program and the Valley Freeway Interchange Projects Program. While there is sufficient cash flow borrowing capacity to award a construction contract for I-10/Mount Vernon Avenue

## Board of Directors Agenda Item

January 8, 2025

Page 6

Interchange in early 2025, bonding in September 2025 is necessary to be able to award construction contracts for I-10 Corridor Contract 2. Short-term cash flow borrowing is proposed from the Cajon Pass Program to the Victor Valley Major Local Highway Program and Freeway Program that does not impact the project delivery in the Cajon Pass Program. Additionally, because of the anticipated significant need for Measure I Freeway Program funds for I-10 Corridor Contract 2, longer-term cash flow borrowing is recommended from the Major Streets Program to reduce the bonding need. The current cash balance in the Major Streets Program is about \$191 million and grows by about \$15 million per year. This is largely because of arterial sub-program funds that have been allocated but not yet requested or planned for reimbursement.

For example, \$278 million in arterial sub-program funds have been allocated to date but only \$92 million has been requested for reimbursement, and while about \$30 million is allocated each year, the most that has ever been disbursed in a year is \$15.4 million with most years being less than \$10 million. Therefore, staff is proposing that significant cash flow borrowing from the Major Streets Program to the Freeway Program be used with payback by 2040, including simple interest that would have been earned annually. As a safeguard in analyzing cash flow, staff has assumed that \$16 million is reimbursed annually to jurisdictions for projects and that after that a \$20 million cash balance is retained, both of which are very conservative assumptions relative to history with the arterial sub-program. It should be noted though that SBCTA's financial advisor will be optimizing the bond model and may determine alternative financial strategies to save money overall. Additionally, the financial advisor will be analyzing the cash flow necessary as an agency to accommodate deferred reimbursements and strategies to address that need during the short-term draw on financial resources through 2030, such as a letter or credit or commercial paper.

**Financial Impact:**

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

**Reviewed By:**

This item was received by the Board of Directors Metro Valley Study Session on December 12, 2024.

**Responsible Staff:**

Andrea Zureick, Director of Fund Administration

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Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

## *Minute Action*

AGENDA ITEM: 24

***Date:*** *January 8, 2025*

***Subject:***

Establish Ad Hoc Committee and Board Member Appointments

***Recommendation:***

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments (SBCOG):

- A. Approve the establishment of an Ad Hoc Committee for selection of the next SBCTA/SBCOG Executive Director, composed of members appointed by the Board President with a term through June 30, 2025.
- B. Approve the reappointment of Council Member Ray Marquez, City of Chino Hills, to serve on the Gold Line Phase II Joint Powers Authority as the alternate member, for a two-year term expiring December 31, 2026.
- C. Approve the reappointment of Council Member Larry McCallon, City of Highland, to serve on the Mobile Source Air Pollution Reduction Review Committee (MSRC) as the primary member, for a two-year term expiring December 31, 2026.
- D. Approve the reappointment of Mayor John Dutrey, City of Montclair, to serve on the MSRC as the alternate member, for a two-year term expiring December 31, 2026.
- E. Approve the appointment of Mayor L. Dennis Michael, City of Rancho Cucamonga, to serve on The Sam and Alfreda L. Maloof Foundation for Arts and Crafts, for a two-year term expiring December 31, 2026.
- F. Approve the reappointment of Council Member Ray Marquez, City of Chino Hills, to serve on the SR 91 Advisory Committee as an Ex-Officio representative, for a two-year term expiring December 31, 2026.
- G. Note the Presidential appointment of the following members to serve on the SBCTA Transit Committee, for two-year terms expiring December 31, 2026: Mayor Eunice Ulloa, City of Chino; Mayor Bill Hussey, City of Grand Terrace; Supervisor Joe Baca Jr., 5<sup>th</sup> District; Council Member Rick Denison, Town of Yucca Valley; and Mayor Pro Tem Art Bishop, Town of Apple Valley.
- H. Note the Presidential appointment of the following members to serve on the SBCTA Legislative Policy Committee, for two-year terms expiring December 31, 2026: Mayor Pro Tem Art Bishop, Town of Apple Valley; Council Member Larry McCallon, City of Highland; and Supervisor Paul Cook, 1<sup>st</sup> District.
- I. Note the Presidential appointment of Mayor Pro Tem Daniel Ramos, City of Adelanto, to serve on the SBCOG Ad Hoc Committee, for a term ending June 30, 2025.
- J. Note the Presidential appointment of Mayor John Dutrey, City of Montclair, to serve on the Housing Trust Ad Hoc Committee, for a term ending December 31, 2025.

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

## Board of Directors Agenda Item

January 8, 2025

Page 2

K. Note the Presidential appointment of Council Member Alan Wapner, City of Ontario, to serve on the California Association of Councils of Governments (CALCOG) Board of Directors, for a two-year term expiring December 31, 2026.

L. Note the Presidential appointments of Mayor Bill Hussey, City of Grand Terrace; to serve on the Inland Regional Energy Network (I-REN) Executive Committee, for a one-year term expiring December 31, 2025, and Mayor Pro Tem Art Bishop, Town of Apple Valley and Supervisor Curt Hagman, 4<sup>th</sup> District, each for a term expiring December 31, 2026.

M. Note the Presidential appointment of Mayor John Dutrey, City of Montclair, to serve on the Metro Gold Line Foothill Extension Construction Authority as the primary member, for a two-year term expiring on December 31, 2026.

N. Note the Presidential appointment of Supervisor Jesse Armendarez, 2<sup>nd</sup> District, to serve on the Southern California Association of Governments (SCAG) Community, Economic and Human Development Policy Committee, for a term expiring December 31, 2025.

O. Note the opportunity for one Board Member to serve on the One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority, for a four-year term expiring December 31, 2028.

P. Note the opportunity for one Board Member to serve on the Metro Gold Line Foothill Extension Construction Authority as the alternate member, for a two-year term expiring on December 31, 2026.

**Background:**

**Recommendation A:** This recommendation requests approval to establish an Ad Hoc Committee for a term through June 30, 2025. The San Bernardino County Transportation Authority (SBCTA) Executive Director is retiring in the summer of 2025 and there is a need to select a replacement. The Ad Hoc Committee for selection of the Executive Director will consider how to proceed and make recommendations to the Board. Pursuant to SBCTA Administrative Code 2-01-090, the President of the Board of Directors may designate ad hoc committees to study specific projects or matters, subject to the concurrence of the Board of Directors, and shall make appointments to the ad hoc committee.

**Recommendation B:** This recommendation is to approve the reappointment of Council Member Ray Marquez, City of Chino Hills, to serve on the Gold Line Phase II Joint Powers Authority (JPA) as the alternate member for a two-year term expiring on December 31, 2026. The Gold Line Phase II JPA is formed by the 14 cities along the corridor and SBCTA. It is the forum to help with the planning, funding, design and construction of the Gold Line from Pasadena to Montclair. Members of the Gold Line Phase II JPA receive a stipend of \$150, paid by the Gold Line Authority for participation. This appointment requires Board approval.

**Recommendations C & D:** This recommendation is to approve the reappointment of Council Member Larry McCallon, City of Highland, to serve as the primary member on the Mobile Source Air Pollution Reduction Review Committee (MSRC), and approve the reappointment of Mayor John Dutrey, City of Montclair, to serve as the alternate member, for two-year terms expiring December 31, 2026. This committee develops and implements work programs which reduce mobile source emissions, funded by Assembly Bill (AB) 2766. County Commissions, South Coast Air Quality Management District, and Air Resources Board each have one appointment plus an alternate. Members receive a stipend of \$100, paid by SBCTA, for San Bernardino Council of Governments  
San Bernardino County Transportation Authority

participation. Alternate members only receive a stipend when attending in the absence of the primary member. This appointment requires Board approval.

**Recommendation E:** This recommendation is to approve the appointment of Mayor L. Dennis Michael, City of Rancho Cucamonga, to serve on The Sam and Alfreda L. Maloof Foundation (Foundation) for Arts and Crafts for a two-year term expiring December 31, 2026. This Foundation is a non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A stipend for participation has not been authorized. This appointment requires Board approval.

**Recommendation F:** This recommendation is to approve the reappointment of Council Member Ray Marquez, City of Chino Hills, to serve as the Ex-Officio member on the SR 91 Advisory Committee for a two-year term expiring on December 31, 2026. Senate Bill 1316, as successor to AB 1010, the enabling legislation for Orange County Transportation Authority's (OCTA) purchase of the State Route 91 toll road, calls for the creation of an Advisory Committee composed of ten voting members and three non-voting members. The voting members of the Advisory Committee consist of five members from the OCTA Board of Directors and five members from the Riverside County Transportation Commission. The non-voting members are comprised of the California Department of Transportation District Directors from Districts 8 and 12, and a member of SBCTA. A stipend for participation has not been authorized. This appointment requires Board approval.

#### **Recommendations G -N: Appointments made by the Board President**

SBCTA Policy No. 10001 authorizes the SBCTA President to make Presidential appointments to the SBCTA Transit Policy Committee, Legislative Policy Committee, Southern California Association of Governments (SCAG) Policy Committees, California Association of Councils of Governments (CALCOG) and other such regular or special committee appointments as may be approved by action of the Board of Directors. The following appointments are under the Board President's authority and are being noticed in this agenda item to keep the Board apprised.

**Recommendation G:** This recommendation is to notice the Presidential appointment of the following members to serve on the SBCTA Transit Committee, for a two-year term expiring December 31, 2026: Mayor Eunice Ulloa, City of Chino; Mayor Bill Hussey, City of Grand Terrace; Supervisor Joe Baca Jr., 5<sup>th</sup> District; Council Member Rick Denison, Town of Yucca Valley; and Mayor Pro Tem Art Bishop, Town of Apple Valley. The Transit Committee provides policy guidance and recommendations to the SBCTA Board of Directors and SCRRA delegates with respect to commuter rail and transit service. Board Members shall receive a stipend for each SBCTA policy committee, not to exceed \$100 per day.

**Recommendation H:** This recommendation is to notice the Presidential appointment of the following members to serve on the SBCTA Legislative Policy Committee (LPC), for a two-year term expiring December 31, 2026: Mayor Pro Tem Art Bishop, Town of Apple Valley; Council Member Larry McCallon, City of Highland; and Supervisor Paul Cook, 1<sup>st</sup> District. Members of this Committee shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. Per Policy No. 10050, no stipend shall be paid for attendance at LPC meetings.

**Recommendation I:** This recommendation is to notice the Presidential appointment of Mayor Pro Tem Daniel Ramos, City of Adelanto, to serve on the SBCOG Ad Hoc Committee,

## Board of Directors Agenda Item

January 8, 2025

Page 4

for a term ending June 30, 2025. The SBCOG Ad Hoc Committee was established to provide guidance on policies relating to the SBCOG, and to work with staff on completing the equity framework. The committee shall be representative of the County, to include two West Valley Board Members, two East Valley Board Members, one High Desert Board Member, one Morongo Basin Board Member, one Mountain Board Member, and one San Bernardino County Supervisor. A stipend for participation has not been authorized.

**Recommendation J:** This recommendation is to notice the Presidential appointment of Mayor John Dutrey, City of Montclair, to serve on the Housing Trust Ad Hoc Committee, for a term ending December 31, 2025. The Housing Trust Ad Hoc Committee was established to provide guidance on the establishment of the San Bernardino Regional Housing Trust and how it interacts with the COG. A stipend for participation has not been authorized.

**Recommendation K:** This recommendation is to notice the Presidential appointment of Council Member Alan Wapner, City of Ontario, to serve on the CALCOG Board of Directors, for a two-year term expiring December 31, 2026. CALCOG provides a forum for study, discussion and action on statewide problems of mutual interest to cities, counties and councils of governments. This member receives a stipend of \$100, paid by SBCOG, for participation.

**Recommendation L:** This recommendation is to notice the Presidential appointments of Mayor Bill Hussey, City of Grand Terrace; to serve on the Inland Regional Energy Network (I-REN) Executive Committee, for a one-year term expiring December 31, 2025, and Mayor Pro Tem Art Bishop, Town of Apple Valley, and Supervisor Curt Hagman, 4<sup>th</sup> District, each for a term expiring December 31, 2026. The I-REN Executive Committee, consisting of three representative votes from each entity (SBCOG, WRCOG, and CVAG), meets on a quarterly basis. The Committee has the final responsibility to make all executive decisions regarding overall I-REN prioritization, manage portfolio-level budgets, program design, authorize relevant California Public Utilities Commission (CPUC) regulatory filings and provide authorization for any procurements. These members receive a stipend of \$100, paid by SBCOG for participation.

**Recommendations M & N:** This recommendation is to notice the Presidential appointment of Mayor John Dutrey, City of Montclair, to serve on the Metro Gold Line Foothill Extension Construction Authority, as the primary member, for a two-year term expiring December 31, 2026. The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. Members receive a stipend of \$150 for each day spent on Authority business, not to exceed \$600 per month, paid by the Authority.

There remains a vacancy for one Board Member to serve on the Metro Gold Line Foothill Extension Construction Authority, as the alternate member, for a two-year term expiring on December 31, 2026.

**Recommendation O:** This recommendation is to notice the Presidential appointment of Supervisor Jesse Armendarez, 2<sup>nd</sup> District, to serve on the SCAG Community, Economic and Human Development Policy Committee, for a term expiring December 31, 2025. SCAG Committees meet the first Thursday of each month. Subregional appointees receive a stipend of \$150 for up to four Policy or Task Force meetings per month, paid by SCAG. Terms of appointment expire December 31 of odd-numbered years.

**Recommendation P:** This is to notice the vacancy for one Board Member to serve on the One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

Board of Directors Agenda Item

January 8, 2025

Page 5

Authority (SAWPA), for a four-year term expiring December 31, 2028. The OWOW Steering Committee is responsible for developing the integrated Regional Water Management Plan for the Santa Ana River and meets the 4<sup>th</sup> Thursday of January, March, May, July, and September, and the 3rd Thursday of November, at 11:00 AM, in the SAWPA Board Room. Members of the Steering Committee do not receive a stipend. This appointment requires Board approval.

SBCTA Board Members that are interested in the vacancies listed, should notify Marleana Roman, Clerk of the Board, at [mroman@gosbcta.com](mailto:mroman@gosbcta.com). A listing of SBCTA Appointments to External Agencies, SBCTA Representatives on SCAG Committees and SBCTA Policy Committee Membership is included in the appendix of the SBCTA Board of Directors agenda.

***Financial Impact:***

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

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. This item is being brought straight to Board so that the full Board is apprised of Presidential appointments made, approve appointments under Board authority, and to take action to establish a new Ad Hoc Committee.

***Responsible Staff:***

Marleana Roman, Clerk of the Board

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Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## *Minute Action*

AGENDA ITEM: 25

**Date:** *January 8, 2025*

**Subject:**

Presentation of the Annual Comprehensive Financial Report for Fiscal Year 2023/2024

**Recommendation:**

Receive the San Bernardino County Transportation Authority's Annual Comprehensive Financial Report, Audit of the Local Transportation Fund of the County of San Bernardino, Audit of the State Transit Assistance Fund of the County of San Bernardino, and Single Audit Compliance Report for Fiscal Year 2023/2024.

**Background:**

The United States Office of Management and Budget (OMB) Single Audit Act and the Joint Powers Agreement creating San Bernardino Associated Governments (SANBAG) (the blended component unit of San Bernardino County Transportation Authority (SBCTA)), require an annual audit be conducted of SBCTA. The audits of the financial statements for Fiscal Year 2023/2024 were performed by Crowe, LLP.

The financial audit includes four basic elements:

1. Audit of SBCTA's Basic Financial Statements;
2. Audit of the Local Transportation Fund of the County of San Bernardino;
3. Audit of the State Transit Assistance Fund of the County of San Bernardino; and
4. Single Audit Compliance Report in accordance with the OMB Compliance Supplement.

Crowe, LLP, issued an unmodified opinion on all reports which indicates that there are no material errors or omissions in the financial statements. This is the thirteenth year SBCTA has issued an Annual Comprehensive Financial Report (ACFR). SBCTA has been awarded the Excellence in Financial Reporting from the Government Finance Officers Association for twelfth consecutive year.

Highlights for the Fiscal Year 2023/2024 audit include the following:

• ACFR Format

The ACFR includes three main sections: Introductory, Financial, and Statistical.

- The introductory section includes a letter of transmittal, Fiscal Year 2023 Certificate of Achievement for Excellence in Financial Reporting, the organizational chart, and a list of principal officials.
- The financial section includes the Independent Auditor's report, management discussion and analysis, basic financial statements and notes, and required supplementary information.
- The statistical section includes financial trends, revenue capacity, debt capacity, demographic and economic information, and operating information.

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



• Fiscal Position

SBCTA's net position increased by \$154.9 million mainly because of higher interest revenue and a reduction in operating expenses for Transit and Project Delivery. The net increase is attributable to the \$200,721,601 increase in governmental activities net position offset by a decrease of 45,818,035 in business-type activities net position:

- Increases in fund balances of \$147.1 million (revenues exceeding expenditures);
- Increase in cash of \$179.7 million;
- Increase in receivable balances of \$10.3 million;
- Increase in intergovernmental receivables of \$2.3 million;
- Increase in capital assets of \$30.9 million; and
- Reduction in advanced expenditure agreements of \$4.7 million.

Offset by:

- Increase in net pension liability of \$0.5 million; and
- Increase in long-term debt liabilities of \$32.3 million.

Fund balances for governmental funds resulted in an increase of \$141.7 million mainly due to transfers from the enterprise fund associated with the Interstate 10 Corridor Express Lanes Contract 1 Project, investment earnings, and grants from federal, state, and local jurisdictions. The general fund incurred a decrease of \$1.0 million, with an ending fund balance of \$14.6 million, mainly due to higher reimbursements from the local transportation and state transit assistance funds. Fund balances categories are disclosed as follows:

- Nonspendable (not in spendable form, like deposit receivable and prepaid items).
- Restricted (constraints imposed by external parties, such as the public utilities code).
- Committed (SBCTA Board of Directors (Board) imposed constraints on the use of funds; such as for San Bernardino Council of Government (SBCOG) activities).
- Assigned (resources earmarked for a specific purpose which the Board has delegated to the Chief Financial Officer. For example, general administration, capital improvements for SBCTA and SBCOG, and regional and subregional planning activities).
- Unassigned (to set aside funds for emergencies and to record negative fund balances resulting from delayed recognition of revenue from federal and state agencies).

The bond indenture for the outstanding bonds requires disclosure of debt coverage ratio with a minimum of 2X. The ratio is calculated by dividing the annual sales tax revenue by maximum annual debt service from outstanding bonds. The ratio for Fiscal Year 2024 is 20.33X, reflecting a strong coverage and SBCTA's compliance with the debt covenant.

SBCTA implemented the following new Government Accounting Standards Board (GASB) pronouncements in fiscal year 2023:

- GASB 99 – *Omnibus 2022* that did not have a material impact on the financial statements.

- GASB 100 – *Accounting Changes and Error Corrections* that resulted in an accounting change related to revenue recognition in the fund financial statements.

- Single Audit

An unmodified opinion issued by Crowe, LLP.

During their review, the auditors identified multiple errors in the deferred inflows of resources - unavailable revenues account. Management received grant proceeds within the 180 day period of availability within fiscal year 2022 & 2023, but had incorrectly recorded a deferred inflow of resources rather than recognize revenue in fiscal year 2023. The following is a summary of each adjustment:

- \$5,369,081 of revenues in the Federal special revenue fund should have been recognized in fiscal year 2022 but was still recorded as a deferred inflow of resources.
- \$9,026,073 of revenues in the Federal Transit Administration special revenue fund should have been recognized in fiscal year 2023 but was recorded as a deferred inflow of resources.
- \$1,272,892 of revenues in the State special revenue fund should have been recognized in fiscal year 2023 but was recorded as a deferred inflow of resources.

Multiple audit adjustments to the financial statements were required during the audit to properly present SBCTA's financial statements in accordance with Generally Accepted Accounting Principles (GAAP). It should be noted that the above adjustments were only in the governmental fund statements. The governmental activities (primary government) presented on the government wide financial statements were unaffected by the adjustments, nor was there any error or adjustment needed on the schedule of expenditures of federal awards. Auditors recommend management create and adopt a policy to ensure all transactions and activities are properly documented, accounted for, and maintained in the accounting records. Specifically, we recommend that management strengthen their review process to ensure that unavailable revenue is reconciled and recorded in accordance with GAAP. Revenue that has been received within the period of availability should be recognized and deducted from the deferred inflows of resources - unavailable revenues account.

Management agrees with the auditor's finding, and the following actions have been taken to improve revenue recognition. We have updated our revenue recognition timeline to consider revenue available if collected within 120 days following the fiscal year-end. This adjustment enables SBCTA to accurately recognize revenue based on actual receipts before the audit period concludes. The finance team has been trained on this update and will revise procedures to review billings and cash collections, ensuring that revenues are correctly recorded as either recognized or unavailable based on actual receipts.

The Executive Board was informed on December 12, 2024, of the audit results, audit procedures performed by the auditor, and deliverables.

The ACFR; State Transit Assistance Fund Financial and Compliance Report; Local Transportation Fund Financial and Compliance Report; SBCTA Single Audit Compliance Report; GANN Limit Calculation; and Examination Letters for the Planning, Programming, and Monitoring Funds, Public Transportation Modernization, Improvement and Service

Board of Directors Agenda Item

January 8, 2025

Page 4

Enhancement Account, and the Low Carbon Transit Operations Program Funds will be provided separately.

***Financial Impact:***

This item has no financial impact on the adopted Fiscal Year 2024/2025 Budget. The audit contract costs are budgeted in Task No. 0400 Financial Management, in the Indirect Fund and Local Transportation Fund.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. The audit progress, procedures, and deliverables were discussed with the Executive Board on December 12, 2024.

***Responsible Staff:***

Lisa Lazzar, Chief Financial Officer

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Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## *Minute Action*

AGENDA ITEM: 26

*Date: January 8, 2025*

***Subject:***

Los Angeles County Metropolitan Transportation Authority's Link US Project Funding Update

***Recommendation:***

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

A. Receive and file a funding update on Los Angeles County Metropolitan Transportation Authority's Link Union Station Project, ~~and provide direction as appropriate.~~

**B. Direct the Executive Director to not support a financial contribution to the Link Union Station Project until the costs and benefits to SBCTA are defined.**

***Background:***

The Los Angeles County Metropolitan Transportation Authority (Metro) is proposing the Link Union Station Project (Link US Project) to address existing capacity constraints at Los Angeles Union Station (LAUS). The Project consists of transforming LAUS from a stub end tracks station into a run-through tracks station by extending ten platform tracks south of LAUS Platforms 2 through 6 to merge into a minimum of four tracks onto a viaduct over U.S. Highway 101 (US-101). The new tracks will continue south and connect to mainline tracks along the west bank of the Los Angeles River. Additionally, the existing pedestrian passageway under the LAUS platforms and tracks will be replaced with a new expanded passageway. The Project effectively establishes 10 new run-through tracks for regional/intercity trains and future high-speed rail trains south of LAUS. The Project also includes off-site railroad improvements to BNSF Railway's Malabar Yard in the City of Vernon. The Malabar Yard railroad improvements consist of the closure of the 49th Street at-grade railroad crossing and a new track connection between two existing track segments along 46th Street in the City of Vernon. In May 2016, Metro and the California High-Speed Rail Authority (CHSRA) entered into an agreement to complete the necessary Project-level environmental analysis and preliminary engineering to accommodate the planned High Speed Rail (HSR) system as part of the Link US Project. The CHSRA is the lead agency for complying with the National Environmental Policy Act (NEPA) and other federal environmental laws for the Project. Metro is the joint lead agency under NEPA, project sponsor, and lead agency under the California Environmental Quality Act (CEQA). The final Environmental Impact Statement/Supplemental Environmental Impact Report is expected in spring 2025.

Metro plans to deliver the Project in phases and the first phase, identified as Phase A, includes an interim two-track run-through configuration at LAUS, and common rail infrastructure from LAUS to the main line tracks along the Los Angeles River. Metro has secured \$950 million in funding for Phase A, including \$493 million in State Proposition 2A/HSR Bonds and \$398 million in Transit and Intercity Rail Capital Programs (TIRCP) Grants awarded by the California State Transportation Agency (CalSTA) in April 2018 as part of Metrolink's Southern California Optimized Rail Expansion (SCORE) program. However, the latest Phase A Project cost estimate is around \$1.6 billion, resulting in a funding gap of \$646 million. In order to close the funding gap, Metro and California Department of Transportation (Caltrans) have submitted a joint application seeking \$105 million from the State Solutions for Congested Corridors Program

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

January 8, 2025

Page 2

(SCCP) and plan to submit an application seeking approximately \$200 million from the Federal Railroad Administration Federal-State Partnership for Intercity Passenger Rail (FSP) Grant Program by the December 16, 2024 deadline, leaving a funding gap of \$341 million for the Phase A Project. In order to close the \$341 million funding gap, Metro has requested that the Southern California Regional Railroad Authority (SCRRA) member agencies collaborate to develop an acceptable approach to funding the remaining \$341 million, meaning they want member agencies to cover the cost overrun. In the event the Phase A Project is not successful in securing the \$200 million uncommitted funds of the FSP grant before July 1st of the year in which the Project is programmed, the local contribution by SCRRA member agencies and Amtrak and/or LOSSAN will be increased by \$200 million to fully fund the Project. Since San Bernardino County Transportation Authority (SBCTA) is one of the SCRRA member agencies, Metro expects SBCTA to contribute to closing the gap and have an agreement in place by March 2025.

**This item was discussed at the December 12, 2024, Transit Committee, and the Committee provided direction to not support a financial contribution to the Project since the overall cost to SBCTA is not known. Furthermore, limited information has been shared with SBCTA that would enable SBCTA to evaluate any benefits to the San Bernardino Line and the rest of the Metrolink system. This information is critical to evaluate the limited SBCTA financial resources and impacts on already planned projects.**

***Financial Impact:***

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

***Reviewed By:***

This item was reviewed by the Transit Committee on December 12, 2024. **The Transit Committee unanimously recommended that the Board direct the Executive Director to not support a financial contribution to the Project until the costs to San Bernardino County Transportation Authority are known. Staff recommends that no financial contribution be supported unless it is demonstrated that the Project would benefit the San Bernardino Line.**

***Responsible Staff:***

Victor Lopez, Director of Transit & Rail Programs

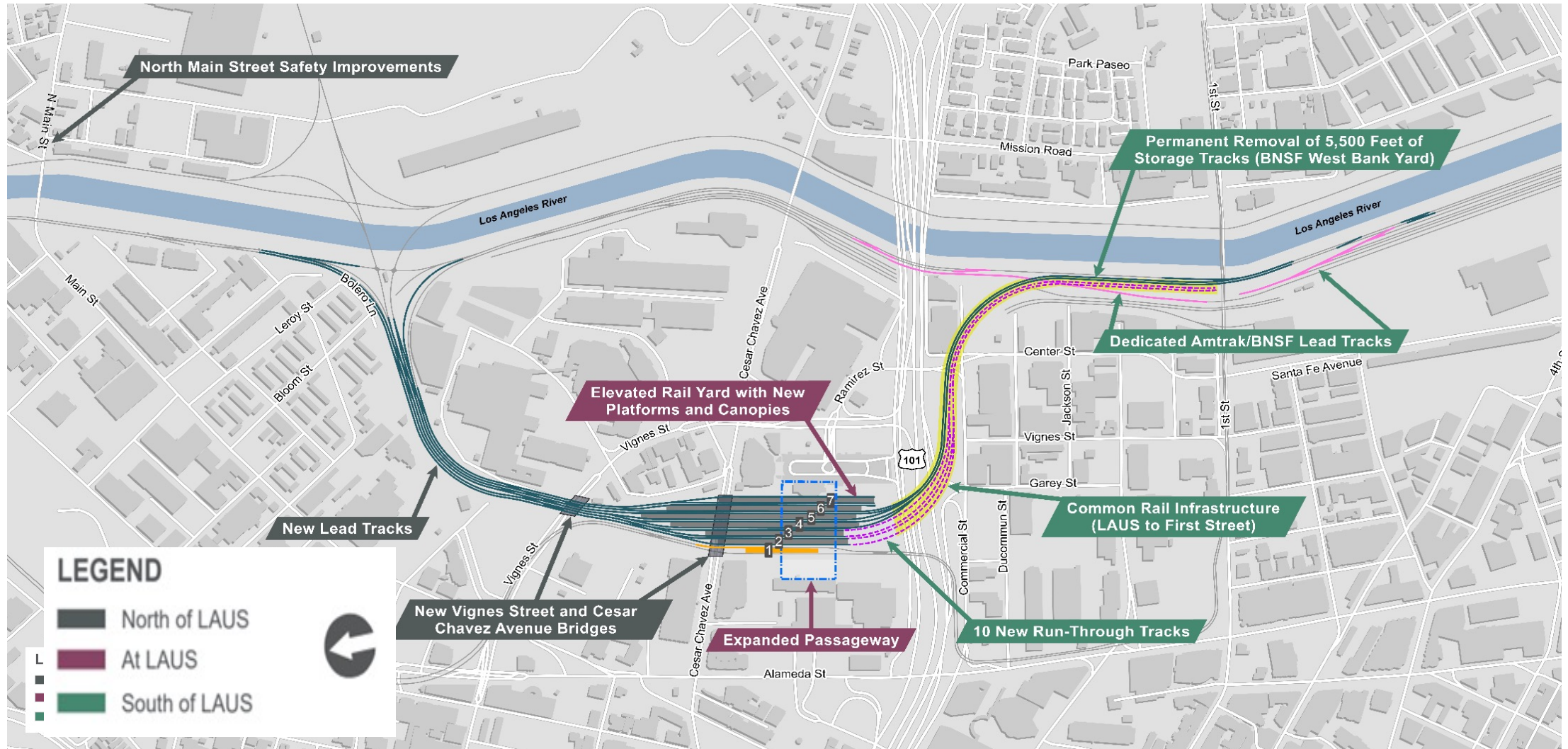
Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

San Bernardino County Transportation Authority

# Project Overview

## Major Project Components – Build Alternative

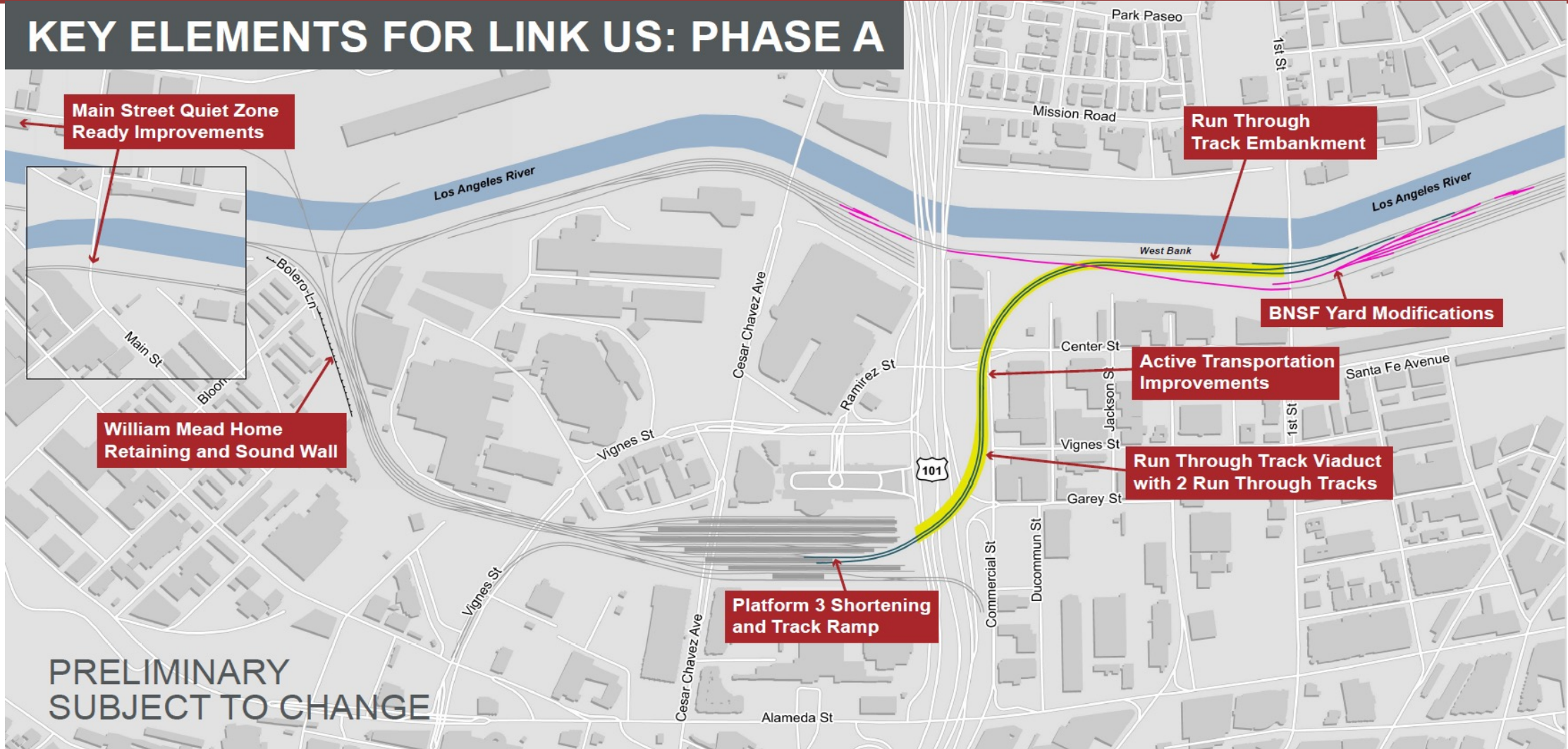


Attachment: Attachment 1\_Agenda Attachment 2\_Pages from 2024.09.25\_CLA Meeting (all

# Link US – Phase A

## Construction Management General Contractor Project Delivery

### KEY ELEMENTS FOR LINK US: PHASE A



PRELIMINARY  
SUBJECT TO CHANGE



Metro

# Link US Project Full Buildout (Phases A and B)

## New Run Through Tracks and New Platforms



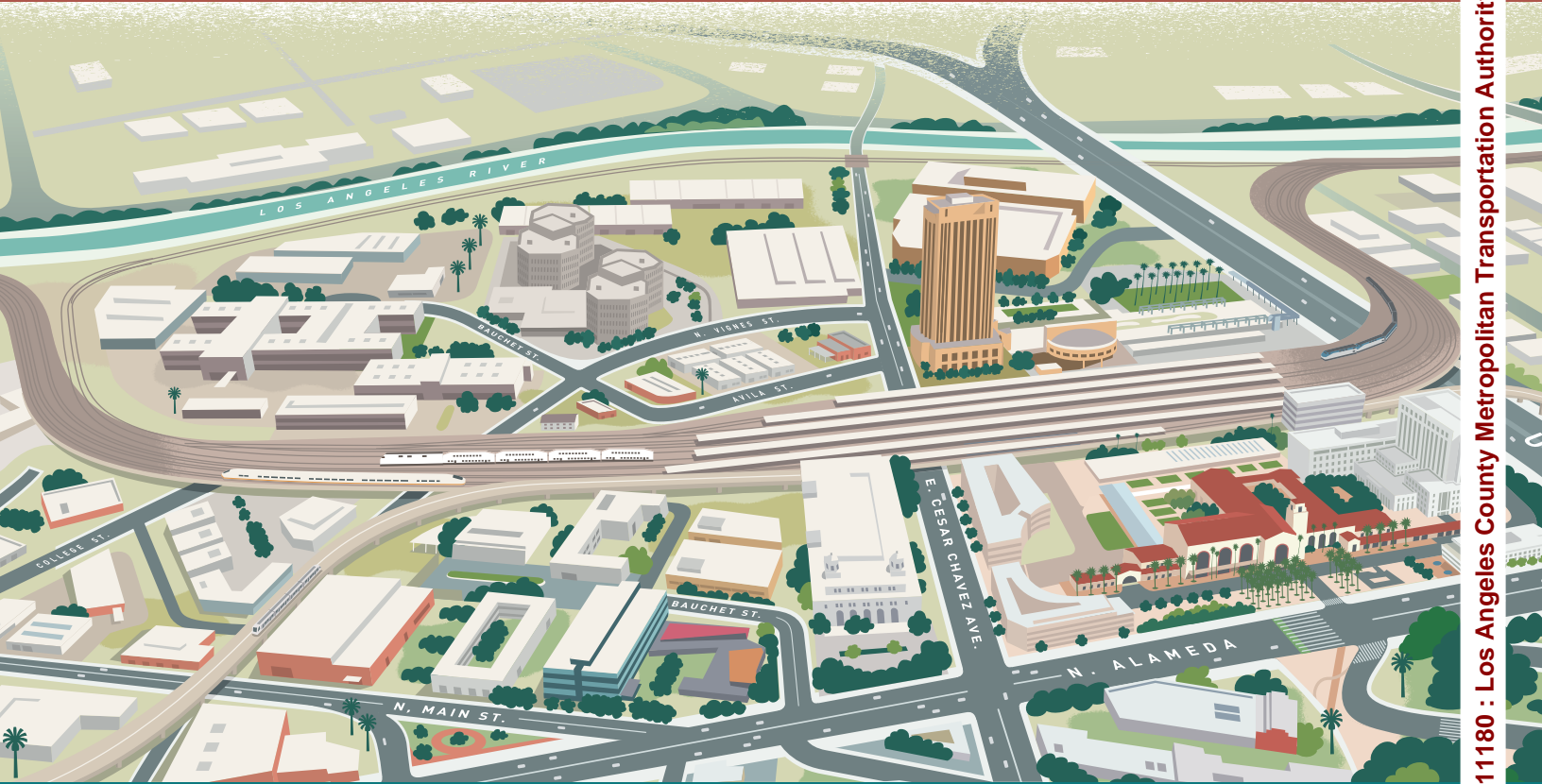
Metro

*Conceptual rendering*



# Link Union Station (Link US)

## Overview Fact Sheet



Conceptual artwork

## Overview

Los Angeles Union Station (LAUS) is Southern California's primary transportation hub, connecting multiple counties with a combined population exceeding 20 million people. LAUS is the largest multi-modal hub in Southern California with commuter and intercity rail services across all six counties in Southern California and intrastate rail service to Seattle, Chicago, New Orleans and beyond. By 2040, passenger trips through LAUS are forecasted to increase from approximately 110,000 passengers to more than 200,000 passengers each weekday. The Link Union Station Project (Link US Project or Project) is proposed to increase regional/intercity rail capacity, improve transit connectivity, enable one-seat rides on the regional/intercity rail systems across Southern California, accommodate the planned high-speed rail (HSR) system at LAUS, and create potential opportunities for transit-oriented development.

The Los Angeles County Metropolitan Transportation Authority (Metro) is proposing Link US Project to address existing capacity constraints at LAUS. The Project consists of transforming LAUS from a stub end tracks station into a run-through tracks station by extending ten platform tracks south of LAUS Platforms 2 through 6 that would merge into a minimum of four tracks on the U.S. Highway 101 (US-101) viaduct and continue south to connect to mainline tracks along the west bank of the Los Angeles River, the replacement of the existing pedestrian passageway under the platforms and tracks with a new passenger concourse below an elevated rail yard, and 10 new run-through tracks for regional/intercity trains south of LAUS. The Run-Through Tracks Project or SCRIP did not accommodate the planned HSR system.

In January 2016, Metro rebranded the SCRIP as the Link US Project and initiated the process with the FRA (NEPA lead agency at the time) to define the purpose and need and consider a reasonable range of track alignment alternatives and concourse concepts to evaluate in the CEQA and NEPA process. In May 2016, Metro and the California High-Speed Rail Authority (CHSRA) entered into an agreement to complete the necessary Project-level environmental analysis and preliminary engineering to accommodate the planned HSR system as part of the Link US Project.

## Environmental Process and Project Background

In May 2016, pursuant to the requirements of the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA), the Federal Railroad Administration (FRA) and Metro issued a Notice of Intent/Notice of Preparation to prepare a joint Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the Link US Project.

In October 2018, Metro elected to prepare a standalone EIR in compliance with CEQA; and continue the NEPA process separate and independent of the CEQA process with the federal lead agency (FRA at the time). In November 2018, the Metro Board of Directors approved the designation of the CEQA Proposed Project prior to circulation of the Draft EIR for public review in January 2019. After circulation of the Draft EIR, Metro modified the CEQA Proposed Project and certified the Final EIR on June 27, 2019. The CEQA Final EIR Project included temporary impacts to the railroad improvements to the Burlington Northern Santa Fe (BNSF) Railroad Malabar Yard in the City of Vernon.

In October 2021, Metro approved CEQA Addendum No.1 to the Final EIR. Since certification of the Final EIR and approval of the CEQA Addendum, there have been minor additions or changes to the Project, which requires the preparation of a Supplemental EIR.

Therefore, in April 2023, CHSRA and Metro agreed to prepare a joint EIS/Supplemental EIR to complete the NEPA and CEQA process. The final EIS/SEIR is expected in Spring 2025.

## Project Description

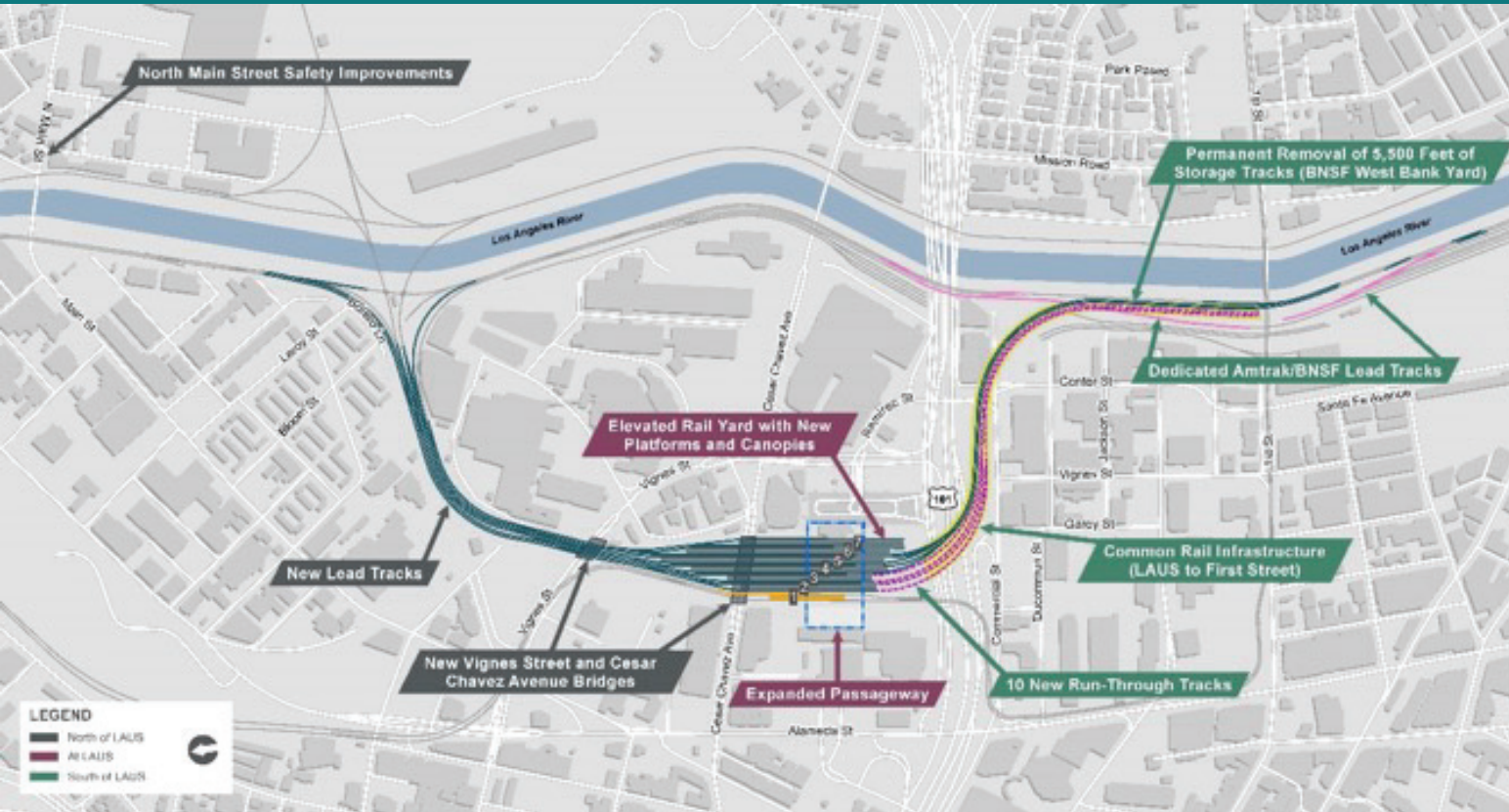
The major Project components from north to south of LAUS are summarized below:

- > North of LAUS
  - Safety Improvements at North Main Street
  - 6 Lead Tracks
  - Vignes Street and Cesar Chavez Avenue Bridge Replacements
- > At LAUS
  - New Expanded Passageway
  - East and West Plazas
  - Elevated Rail Yard with 7 New Platforms and Canopies
- > South of LAUS
  - 10 New Run-Through Tracks (6 tracks for regional/intercity trains and 4 for HSR trains)
  - Common Bridges and Embankments from LAUS to First Street
  - BNSF West Bank Yard
- > Dedicated lead tracks for BNSF freight trains and Amtrak trains
- > Permanent removal of 5,500 feet of storage track capacity

Additional details of the Project components are provided below.

### North of LAUS

The Project includes one new lead track, for a total of six lead tracks, to facilitate enhanced operations for regional/intercity rail trains (Metrolink/Amtrak) and future operations for HSR trains within a shared track alignment. Regional/intercity and HSR trains would share the two western lead tracks north of LAUS. The existing railroad bridges at Vignes Street and Cesar Chavez Avenue would also be reconstructed. The Project also includes



safety improvements at the Main Street public at grade railroad crossing to facilitate future implementation of a quiet zone by the City of Los Angeles.

New sound walls along the perimeter of William Mead Homes and Hilda L. Solis Care First Village are also required to minimize noise impacts.

**At LAUS**

The Project includes an elevated rail yard and expansion of the existing 28-foot-wide pedestrian passageway. New passenger platforms would be constructed on the elevated rail yard with associated pedestrian improvements (stairs, escalators, and elevators) to enhance safety and improve Americans with Disabilities Act (ADA) accessibility. The new and improved 140-foot wide expanded passageway would accommodate a substantial increase in passenger capacity with new functionally modern passenger safety amenities. Amtrak ticketing and baggage check-in services would be enhanced, and new baggage carousels would be constructed in a centralized location under the rail yard. Other features include:






- > East and West Plazas (Canopy over West Plaza)
- > Transit serving Retail Uses (up to 160,000 square feet)
- > Office/Commercial Uses (up to 30,400 square feet)

The Project also includes new canopies extending up to 25 feet above each platform and that would be similar in form to the existing butterfly canopies but sized to fit the widened and lengthened platforms.

**South of LAUS**

The Project includes new run-through tracks on common rail infrastructure from LAUS to the west bank of the Los Angeles River (vicinity of First Street Bridge) to support regional intercity rail and future HSR run-through service. At the BNSF West Bank Yard, dedicated lead tracks for Amtrak trains and BNSF trains, in combination with implementation of common rail infrastructure would result in permanent loss of freight rail storage track capacity at the north end of BNSF West Bank Yard (5,500 track feet). As proposed mitigation to offset the permanent loss of freight rail storage tracks at the BNSF West Bank Yard, CHSRA and Metro would implement two railroad improvements at BNSF’s Malabar Yard in the City of Vernon, as described below:

1. Closure of the at-grade railroad crossing at 49th Street (49th Street Closure); and
2. New 1,000-foot track connection along 46th Street between Pacific Boulevard and Seville Avenue (46th Street Connector).

IMPROVE INTRASTATE, INTERCITY & LOCAL TRANSIT CONNECTIVITY	IMPROVE REGIONAL CONNECTIVITY	INCREASE RAIL SERVICE CAPACITY	REDUCE TRAIN IDLING TIMES	FUTURE DEVELOPMENT
				
HSR; Metrolink, Amtrak, Metro Rail; Metro and municipal bus systems; ridesharing	One-seat rides to key destinations in Southern California	Accommodate future demand	Shorter wait times; fuel savings and emissions reductions per train	Opportunity for transit-oriented development

GENERATE NEW JOBS	IMPROVE PEDESTRIAN ACCESS	ENHANCE PASSENGER EXPERIENCE	IMPROVE US-101 & LOCAL ROADWAYS
			
Estimated 4,500 temporary jobs per year over 5-year period; 200+ permanent jobs	Enhanced accessibility and safety with new elevators, escalators, and stairways.	Expanded Passageway, new platforms, retail/office space, and other amenities	Updated design and enhanced safety

Link US CEQA and NEPA Process and Key Milestones

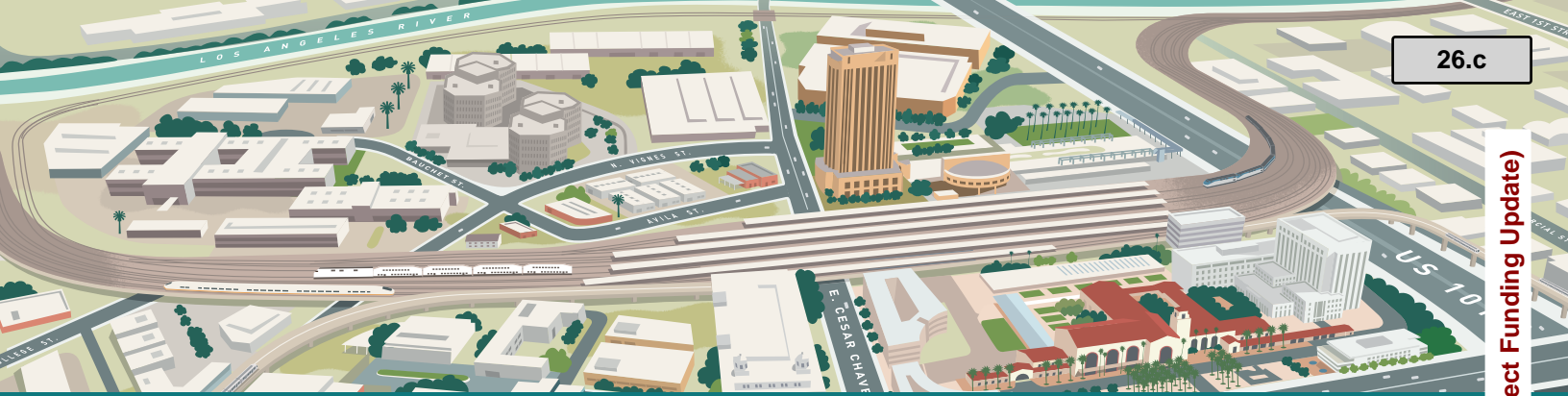


Contact Us

Please visit the Link US website for the latest information regarding project updates and meetings: [metro.net/linkus](http://metro.net/linkus)

-  213.922.2524
-  [linkunionstation@metro.net](mailto:linkunionstation@metro.net)
-  [metro.net/linkus](http://metro.net/linkus)
-  [facebook.com/losangelesmetro](https://facebook.com/losangelesmetro)





Conceptual artwork

# Link Union Station (Link US)

## Frequently Asked Questions

### 1 What is the Link US Project?

The Los Angeles County Metropolitan Transportation Authority (Metro) is proposing the Link Union Station Project (Link US Project or Project) to address existing capacity constraints at Los Angeles Union Station (LAUS). The Link US Project comprises several key components:

1. New lead tracks with an elevated rail yard with new platforms and canopies
2. New concourse-related improvements, including a 140-foot-wide expanded passageway below the rail yard with new escalators and elevators
3. New run-through tracks south of the LAUS over US-101
4. Accommodation of California High-Speed Rail Authority's (CHSRA) planned high-speed rail (HSR) system on common rail infrastructure to support future HSR trains
5. New rail communications, signals, and safety improvements

### 2 Why is Link US needed and how is it valuable to the region?

By 2040, passenger trips through LAUS are expected to increase from 110,000 passengers per day to approximately 200,000 passengers per day. The anticipated Project benefits include: improved transit connectivity, improved regional connectivity, increased rail service capacity, reduced train idling times, opportunities for transit-oriented development, new jobs, improved pedestrian access, enhanced passenger experience, and improvements to US-01 and local roadways.

### 3 Who is working on the Project?

The Link US team comprises several agency partners working collaboratively to make the Project a success. Metro is the lead agency under the California Environmental Quality Act (CEQA), local project sponsor, and joint-lead agency under the National Environmental Policy Act (NEPA). Pursuant to 23 United States Code (USC) Section 327, the Federal Railroad Administration (FRA) and the State of California executed a Memorandum

of Understanding dated July 23, 2019, in which the State of California, acting through the California State Transportation Agency and CHSRA, assumed FRA's responsibilities under NEPA and other federal environmental laws for projects necessary for the design, construction, and operation of the California HSR system and for other railroad projects directly connected to stations on the California HSR system, including the Link US Project.

Other federal, state, regional, and local agencies that have a responsibility to advise and provide feedback throughout the project development and environmental processes include the California State Transportation Agency (CalSTA), the Southern California Regional Rail Authority (SCRRA, also known as Metrolink), Amtrak, Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency, California Department of Transportation (Caltrans), and the Cities of Los Angeles and Vernon.

### 4 How are the tracks at LAUS currently configured?

LAUS is a terminal (stub-end or dead-end) station where all arriving and departing trains enter and exit through a five-track throat at the north end of the station. These stub-end tracks require trains to be pushed into and then pulled out of the station through a complex network of tracks, switches, and crossovers; thereby increasing travel times for passengers and limiting operational capacity at the station.

### 5 What type of concourse improvements are being proposed?

The existing 28-foot-wide pedestrian passageway would be replaced with a 140-foot-wide expanded passageway designed with sufficient space for passenger circulation, waiting areas, wayfinding and signage, transit-related retail, food and other amenities. Concourse-related improvements would enhance safety, passenger capacity, and ADA accessibility, while allowing for more efficient passenger egress movements to and from the various transit modes at LAUS.

## 6 What is the source of Project funding?

In addition to the Measure R funds, Metro has contributed through planning, environmental, and preliminary engineering work, Metro has received commitment from other state and regional funding partners for a total of \$950 million to date. The major funding sources include:

1. **\$423M** in State Proposition 1A/HSR Bonds – approved by the CHSRA Board in April 2020.
2. **\$398M** in Transit and Intercity Rail Capital Program (TIRCP) Grants – awarded by CalSTA in April 2018 as part of Metrolink's Southern California Optimized Rail Expansion (SCORE) program.
3. **\$129M** in funds from local, regional, and other sources.

Metro plans to deliver the first phase of the Link US Project with the available funding. The first phase (identified as the interim condition) would include an interim two-track, run-through configuration at LAUS, and common rail infrastructure from LAUS to the main line tracks along the Los Angeles River. The Link US team is pursuing additional funding for construction of the second phase (identified as the full build-out condition), to enable construction of the new lead tracks and elevated rail yard, platforms, and canopies in conjunction with new concourse-related improvements.

## 7 How will construction of the Project impact downtown Los Angeles?

Most of the construction would occur on the LAUS campus or properties owned by Metro. Construction would occur over the course of several phases, extending for a 6-year duration of time, and would consist of construction activities over and adjacent to the US-101 and Center and Commercial Streets for run-through track improvements. Roadway improvements would also occur on the North Main Street Bridge over the Los Angeles River. Metro will work closely with the affected local communities, City Council Districts 1 and 14 for the City of Los Angeles, and the rail and transit operators to avoid and minimize construction-related impacts on surrounding communities. Mitigation measures included in the final environmental documents will be implemented during construction.

## 8 What type of improvements are being proposed in the City of Vernon?

The Link US Project would result in the permanent loss of approximately 5,500 track-feet of freight rail storage capacity at BNSF's West Bank Yard near LAUS. As proposed mitigation to offset the permanent loss of freight rail storage tracks at the

BNSF West Bank Yard, two railroad improvements at BNSF's Malabar Yard in the City of Vernon are required, as described below:

1. Closure of the at-grade railroad crossing at 49th Street (49th Street Closure); and
2. New 1,000-foot track connection along 46th Street between Pacific Boulevard and Seville Avenue (46th Street Connector).

## 9 Why was the Malabar Yard selected as a proposed mitigation location to offset the permanent loss of freight rail storage at the BNSF West Bank Yard? Were other locations considered?

BNSF's operations require an intermodal storage yard to be readily available in close proximity to nearby ports in the region and the facility must be west of BNSF's Hobart and Commerce Intermodal Facilities (IMFs) to maximize efficient goods movement to and from the Ports of Long Beach and Los Angeles. Due to its location and with improvements, its ability to accommodate longer train car sets, Malabar Yard in the City of Vernon was selected as a location where freight rail impacts could be mitigated.


Multiple locations were considered to restore and offset the loss of freight rail storage tracks at the West Bank Yard. In addition to considering Malabar Yard, the following locations were considered:

- > Hobart IMF: This facility was deemed to have insufficient storage capacity.
- > Commerce IMF: This facility was deemed to have insufficient storage capacity.
- > Pico Rivera Yard: This facility was deemed to have insufficient storage capacity and distant proximity to regional ports and BNSF's Hobart/Commerce IMFs.
- > Buena Park/Fullerton Yard: This facility was deemed to have insufficient storage capacity and distant proximity to regional ports and BNSF's Hobart/Commerce IMFs.
- > New Yard Locations: No adequate commercially available properties are located on BNSF's rail line to offset the storage function that is currently utilized by BNSF at the West Bank Yard.

## 10 How can I get more information?

Please use the following contact tools to access more Project information, ask questions, or provide comments.

## Contact Us

-  213.922.2524
-  [linkunionstation@metro.net](mailto:linkunionstation@metro.net)
-  [metro.net/linkus](http://metro.net/linkus)
-  [facebook.com/losangelesmetro](https://www.facebook.com/losangelesmetro)

## *Minute Action*

AGENDA ITEM: 27

***Date:*** January 8, 2025

***Subject:***

State Route 60 Central Avenue Interchange Establish Existing Planting Project - Award Contract No. 24-1003176

***Recommendation:***

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

A. Award Contract No. 24-1003176 to Mariposa Landscapes, Inc., to Establish Existing Planting (EEP) for the landscaping on State Route 60 Central Avenue Interchange in an amount not-to-exceed \$752,930, to be funded with Measure I Valley Freeway Interchange Program funds and City of Chino local funds.

B. Approve an 8% contingency amount of \$60,000 and a supplemental item allowance of \$10,000 for a total allowance of \$70,000, and authorize the Executive Director, or his designee, to release such funds as necessary for the duration of the contract.

***Background:***

In September 2024, the San Bernardino County Transportation Authority (SBCTA) Executive Director authorized the release of the Invitation for Bids (IFB) No. 24-1003176 for the State Route 60 (SR-60) Central Establish Existing Planting (EEP) Project. The EEP Project is for a period of four-years.

The IFB was released on October 7, 2024, and sent to 638 vendors registered on PlanetBids, and was downloaded by 23 firms. The solicitation was issued in accordance with SBCTA's policies and procedures for construction projects.

The Question-and-Answer period closed on October 16, 2024, and responses were posted in Addendum No. 1 on October 21, 2024.

On November 6, 2024, SBCTA received one bid, from Mariposa Landscapes, Inc. The SBCTA Procurement Analyst performed a responsiveness check and deemed the bid responsive.

The bid was reviewed by staff for compliance with the IFB. The Mariposa Landscapes, Inc. bid was found to be responsive, responsible, and compliant with all IFB requirements. Therefore, staff is recommending that the Board award Contract No. 24-1003176 for the Project to Mariposa Landscapes, Inc., in a not-to-exceed amount of \$752,930.

Staff is also recommending approval of an 8% contingency with an amount of \$60,000 for Contract No. 24-1003176, and an amount of \$10,000 of supplemental work for damage repairs, and authorize the Executive Director, or his designee, to release the contingency as necessary for the project.

Pursuant to Contracting and Procurement Policy 11000, Section V.B.2.d, construction contracts that are awarded to the lowest responsive responsible bidder may proceed directly to the Board without prior review or recommendation by a Policy Committee. Attachment A provides a listing of the bid results.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

January 8, 2025

Page 2

**Financial Impact:**

This Project is included in the adopted Budget for Fiscal Year 2024/2025 and funded with Valley Interchange Measure I funds and City of Chino local funds in Program 40, Project Delivery under Task 0830 Interchange Projects, Sub Task 0893 SR-60 Central Avenue Interchange.

**Reviewed By:**

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its January 8, 2025 meeting pursuant to Contracting and Procurement Policy No. 11000, Section V.B.2.d, as this is a construction contract award to the lowest responsive responsible bidder. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contract.

**Responsible Staff:**

Paul Melocoton, Project Manager

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Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:



**General Contract Information**

Contract No: 24-1003176 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Project Delivery  
 Vendor No.: 03540 Vendor Name: Mariposa Landscapes, Inc.  
 Description: SR-60 Central Avenue Interchange EEP Contract

List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract	\$	752,930.00	Original Contingency	\$	70,000.00
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>752,930.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>70,000.00</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>822,930.00</b>

**Contract Authorization**

Board of Directors Date: 01/08/2025 Board Item # 11096

**Contract Management (Internal Purposes Only)**

Capital Project Contracts Sole Source? No No Budget Adjustment

Local Landscape Maintenance Monthly

**Accounts Payable**

Estimated Start Date: 01/08/2025 Expiration Date: 12/31/2039 Revised Expiration Date: \_\_\_\_\_  
 NHS: Yes QMP/QAP: No Prevailing Wage: Yes

							Total Contract Funding:	Total Contingency:		
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$	
GL	4120	40	0820	0893	53701	41100000	5	MSI Valley Interchange	310,207.16	28,840.00
GL	6010	40	0820	0893	53701	42405002	5	City of Chino	442,722.84	41,160.00
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Paul Melocoton  
 Project Manager (Print Name)

Kristi Harris  
 Task Manager (Print Name)

Additional Notes:

Attachment: CSS 24-1003176 (11096 : SR 60 Central Ave IC EEP Project - Award contract No. 24-1003176)

**CONTRACT 24-1003176****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****MARIPOSA LANDSCAPES, INC.****FOR****SR-60 CENTRAL ESTABLISH EXISTING PLANTING**

This contract (“Contract”) is effective on the Effective Date as defined herein, by and between San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Mariposa Landscapes, Inc. (“CONTRACTOR”) whose address is 6232 Santos Diaz Street, Irwindale, CA 91702. SBCTA and CONTRACTOR are each a “Party” and collectively the “Parties” herein.

**RECITALS:**

**WHEREAS**, SBCTA has determined that it requires establishment of existing planting; and

**WHEREAS**, the work described herein cannot be performed by the employees of SBCTA; and

**WHEREAS**, CONTRACTOR has certified that it has the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform all work described herein identified herein; and

**WHEREAS**, CONTRACTOR desires to perform all work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth in this contract.

**NOW, THEREFORE**, the Parties hereto agree as follows:

**ARTICLE 1. CONTRACT DOCUMENTS**

The complete Contract includes all of the following Contract Documents: the Contract Articles; Invitation For Bids 24-1003176 (IFB) dated **October 2, 2024**; bid dated **November 6, 2024**; the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished; Project Plans and Specifications dated **July 7, 2020**; Addenda Nos. 1 and 2; Notice to Bidders and Special Provisions dated **August 22, 2024**; and Performance and Payment Bonds.

## ARTICLE 2. BONDS

CONTRACTOR will furnish a Payment Bond, in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful Performance Bond, in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company satisfactory to SBCTA within ten (10) working days of the date of SBCTA's delivery to CONTRACTOR of the Notice of Award this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

Upon final acceptance of the project work by SBCTA, CONTRACTOR may obtain a release of the Performance Bond and Payment Bond if CONTRACTOR provides to SBCTA and maintains a Warranty Bond, in the form provided by SBCTA in the IFB, or such other security as SBCTA may approve in its sole discretion, that guarantees performance of Work required to be performed during the period following final acceptance of the Project work, including Warranty Work, and which shall also constitute a payment bond guaranteeing payment to persons performing such Work (the "Warranty Bond"). The Warranty Bond, if used, shall guarantee the performance of CONTRACTOR's warranties and warranties of its subcontractors and run in favor of and be enforceable by SBCTA, the Department, utility owners and local agencies (as applicable) for the warranty obligations under the Contract.

If used, the Warranty Bond shall be in an amount specified of ten (10) percent of the amount payable to CONTRACTOR under the Contract ("Warranty Bond Amount"). SBCTA will release the Warranty Bond upon the expiration of the Warranty Period, provided the following conditions have been met: (i) CONTRACTOR is not in default under this Contract and no event has occurred that, with the passage of time or the giving of notice, would constitute a default under this Contract; and (ii) SBCTA receives either (a) evidence satisfactory to SBCTA that all persons eligible to file a claim against the Warranty Bond have been fully paid and unconditional releases of liens and stop payment notices from all subcontractors, if any, that filed preliminary notice of a claim against the Warranty Bond; or (b) the statutory period for subcontractors to file a claim against the Warranty Bond has expired and no claims have been filed.

### ARTICLE 3. PROMPT PAYMENT/RETENTION

CONTRACTOR is required to pay all subcontractors for satisfactory performance of their work no later than seven days from the date CONTRACTOR receives payment from SBCTA. SBCTA shall hold retainage from CONTRACTOR of five percent (5%) from each invoice and shall make prompt and regular incremental acceptances of portions, as determined by SBCTA, of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with SBCTA's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of: a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance; and/or non-compliance by a subcontractor. This Article applies to DBE and non-DBE subcontractors.

### ARTICLE 4. COMPENSATION

- 4.1 SBCTA agrees to pay, and CONTRACTOR agrees to accept as full payment for the work outlined in the Contract documents, the sum of **Seven Hundred Fifty-Two Thousand, Nine Hundred Thirty Dollars (\$752,930)**, including without limitation any compensation due for unit price work which shall be calculated as the actual number of such units performed multiplied by the unit price, subject to additions and deductions, if any, in accordance with said documents. Progress payments shall not be made more often than once each thirty (30) days, nor shall the amount paid be in excess of ninety-five percent (95%) of either the pro-rata amount due for completed work at the progress payment date, or of the full payment amount of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project. The Bid Schedule presented on the next page is incorporated into this Contract by this reference.
- 4.2 Pursuant to California Public Contract Code section 22300, CONTRACTOR has the option to deposit securities with an escrow agent acceptable to SBCTA as a substitute for retention earnings required to be withheld. Alternatively, CONTRACTOR may submit a written request to SBCTA, who shall make payments of the retention amount directly to the escrow agent. The market value of the securities deposited at the time of substitution shall be at least equal to the cash amount required to be withheld as retention under this Contract. CONTRACTOR shall be responsible for paying all fees incurred by the escrow agent in administering the escrow account. Securities eligible for investment under this section shall include those listed in section 16430 of the Government Code.

- 4.3 In addition, on any partial payment made after 95 percent of the work has been completed, SBCTA may reduce the amount withheld from payment pursuant to the requirements of this Article to such lesser amount as SBCTA determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. A reduction in retention will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to SBCTA and the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with SBCTA.

<b>ITEM CODE</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>QUANTITY</b>	<b>MARIPOSA LANDSCAPES, INC. - UNIT PRICE</b>
070012A	ESTABLISH EXISTING PLANTING	LS	1	\$752,930

DRAFT

## **ARTICLE 5. TAXES, DUTIES AND FEES**

Except to the extent expressly provided elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensation set forth in this Contract shall be inclusive of, all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONTRACTOR; and d) all other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

## **ARTICLE 6. AVAILABILITY OF FUNDS**

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of work performed by the CONTRACTOR, work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of work will or may be affected by a shortage of funds, it will promptly notify CONTRACTOR. Nothing herein shall relieve SBCTA from its obligation to compensate CONTRACTOR for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

## **ARTICLE 7. PERMITS AND LICENSES**

CONTRACTOR agrees that he/she is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract without additional compensation from SBCTA. CONTRACTOR also agrees to keep current, as required by the "Notice to Bidders and Special Provisions", all permits required throughout the duration of the Project.

## **ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT**

CONTRACTOR shall provide SBCTA, and its authorized representatives or agents access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow SBCTA, their representatives and agents to reproduce any materials as reasonably necessary.

## **ARTICLE 9. SCHEDULE**

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions. CONTRACTOR shall incur no costs (excluding insurance and bonds) and shall not perform or furnish any work, services or equipment under this Contract, unless and until SBCTA has issued a written Notice To Proceed (NTP).

## **ARTICLE 10. NONDISCRIMINATION**

This contract is subject to the California Fair Employment and Housing Act, Government Code Sections 12900 et seq. The CONTRACTOR and any subcontractor(s) shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract, or such other remedy, as SBCTA deems appropriate.

#### **ARTICLE 11. CONFLICT OF INTEREST**

CONTRACTOR agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or to be contrary to the interests of SBCTA as to the Project. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, conflict of interest issues as soon as they are known to CONTRACTOR.

#### **ARTICLE 12. REPRESENTATIONS**

All work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that the Work performed shall conform to all drawings, plans and specifications herein.

#### **ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY**

- 13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information (“Products”), then CONTRACTOR, if requested by SBCTA, shall deliver to SBCTA the original of all such products, which shall become the property of SBCTA.
- 13.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of SBCTA.
- 13.3 Except as reasonably necessary for the performance of Work, CONTRACTOR agrees that it, its employees, agents, and subcontractors will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA, or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and

information referred to in this Article which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's Work under this Contract shall be kept confidential until released in writing by SBCTA, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.

- 13.4 CONTRACTOR shall not use SBCTA's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 13.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties. CONTRACTOR shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.
- 13.6 CONTRACTOR, its employees, agents and subcontractors shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

#### **ARTICLE 14. TERMINATION**

- 14.1 Termination for Convenience - SBCTA shall have the right at any time without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Services and shall preserve work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 14.1.1 CONTRACTOR shall deliver to SBCTA all deliverables prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA. Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in accordance with the terms herein.
- 14.1.2 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
- 14.1.3 CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.



14.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have: (a) hold in abeyance further payments to CONTRACTOR; (b) stop any Work of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Services by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

14.2.1 CONTRACTOR shall deliver to SBCTA all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

## **ARTICLE 15. STOP WORK ORDER**

Upon failure of CONTRACTOR or its subcontractors to comply with any requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the Termination provision herein.

## **ARTICLE 16. CLAIMS**

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONTRACTOR for any claim asserted by CONTRACTOR after final payment has been made under this Contract.

Per Public Contract Code (PCC) § 9204:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with [Section 10240](#)) of Chapter 1 of Part 2, Chapter 10 (commencing with [Section 19100](#)) of Part 2, and Article 1.5 (commencing with [Section 20104](#)) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with [Section 7000](#) ) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with [Section 7000](#)) of [Title 7 of Part 3 of the Penal Code](#) .

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with [Section 7000](#) ) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select

a mediator, and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under [Section 20104.4](#) to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

## ARTICLE 17. INSURANCE

17.1 CONTRACTOR shall furnish SBCTA with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy Endorsement Page(s) of the CGL policy listing all policy endorsements, before work begins. SBCTA reserves the right to require full-certified copies of all Insurance policies and endorsements. Prior to commencing the Work, and at all times during the performance of the Work, and for such additional periods as required herein, CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

17.2 Commercial General Liability Insurance – The policy must include the following:

- CONTRACTOR shall maintain a commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage. and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition

to (without reducing) the limits of the policy(ies), and products and completed operations.

- \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- If this contract includes work in close proximity to an active railroad and Railroad Protective Liability Coverage is required then the CGL policy shall not exclude coverage of contractual liability relating to railroads or shall be endorsed by ISO Form CG 24 17, or equivalent acceptable to SBCTA, to remove all such exclusions to the coverage.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit: \$1,000,000
- Products-completed operations aggregate limit: \$2,000,000

17.3 Umbrella/Excess CGL Insurance – The policy must include the following:

If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR’s primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as

additional insureds or as indemnitees below.

17.4 Commercial Auto Insurance – The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with Article 17.3 (Umbrella/Excess CGL).
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONTRACTOR services.
  - Combined single limit Bodily Injury and Property Damage Liability insurance

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

17.5 Workers' Compensation/Employer's Liability Insurance – The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR or any subcontractor of any tier. All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnitees in Article 18 below. SBCTA and CONTRACTOR must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided.

17.6 Professional Liability -- Intentionally Omitted

17.7 Builder's Risk Insurance – Intentionally Omitted

17.8 Contractor's Pollution Liability Insurance - The policy must include the following:

- \$1,000,000 per claim or occurrence limits/\$2,000,000 in the aggregate

## 17.9 Railroad Protective Liability Insurance --

**This coverage may be required by a third party railroad operator or railroad owner anytime work is performed on or in close proximity to a railroad. CONTRACTOR is to conduct their own investigation of the RRPL requirements and shall meet the coverage and limits dictated by any third party railroad, but when required, in no event less than outlined below.**

Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of the railroad owner and/or operator with respect to the operations the CONTRACTOR or any of their subcontractors perform on the Property. Minimum Limits: **\$2 million per occurrence** combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply. If providing coverage on the London claims- made form, the following provisions shall apply:

- The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:
  - It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

## 17.10 General Provisions

17.10.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

17.10.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority, Caltrans and their officers, directors, members, employees, and agents as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured



endorsements shall not limit the scope of coverage for any additional insured to vicarious liability but shall allow coverage for the additional insureds to the full extent provided by the policy.

- 17.10.3 Proof of Coverage. Certificate of insurance on the latest ISO Accord form shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as specified by SBCTA. Certificate(s) of insurance, as evidence of the required insurance, shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 17.10.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-contractors to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's express written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.
- 17.10.5 CONTRACTOR's and Subcontractors' Insurance Will Be Primary. All policies required to be maintained by the CONTRACTOR or any subcontractor with the exceptions of Professional Liability, Pollution Liability and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR's or subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

- 17.10.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other CONTRACTOR, subcontractor or sub-subcontractor performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. CONTRACTOR shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.
- 17.10.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SBCTA ten (10) days' prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at [insurance@gosbcta.com](mailto:insurance@gosbcta.com), to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 17.10.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, or any subcontractor of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 17.10.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 17.10.10 Subcontractors' Insurance. Insurance required of the CONTRACTOR shall be also provided by subcontractors or by CONTRACTOR on behalf of all subcontractors to cover their services performed under this Contract. CONTRACTOR may reduce types and the amounts of insurance limits provided by subcontractors to be proportionate to the amount

of the subcontractor's contract and the level of liability exposure for the specific type of work performed by the subcontractor. CONTRACTOR shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subcontractor.

- 17.10.11 Higher limits. The Insurance obligations under this agreement shall be the greater of 1- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.
- 17.10.12 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the Contractor's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the Contractor shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the Contractor is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the Contractor arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The Contractor acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 17.10.13 Project Specific Insurance. All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.
- 17.10.14 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONTRACTOR against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

17.10.15 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONTRACTOR to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONTRACTOR, whereupon the CONTRACTOR will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.

## **ARTICLE 18. INDEMNITY**

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority, Caltrans and their officers, directors, members, employees, contractors, agents and volunteers (collectively the "Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. To the extent permitted by law, CONTRACTOR's duties to defend and indemnify shall apply regardless of the existence or degree of fault of any of the Indemnitees. The duty of CONTRACTOR and its insurers to provide a defense shall be immediate upon receipt of a written tender of defense from any of the Indemnitees, notwithstanding any subsequent allocation of defense costs that may be required by law. CONTRACTOR's indemnification obligation applies to the "passive" negligence of any of the Indemnitees but does not apply to the "sole" or "active" negligence or "willful misconduct" of any of the Indemnitees within the meaning of Civil Code section 2782.

## **ARTICLE 19. OWNERSHIP OF DOCUMENTS**

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the property of SBCTA when prepared, whether delivered to SBCTA or not.

## **ARTICLE 20. RECORD AND INSPECTION AND AUDITING**

SBCTA, or any of its designees, representatives or agents, shall at all times have access during normal business hours to CONTRACTOR's operations and products wherever they are in preparation or progress, and CONTRACTOR shall provide sufficient, safe and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of its rights to require CONTRACTOR to comply with the Contract or to subsequently reject any unsatisfactory Work or products.

## **ARTICLE 21. INDEPENDENT CONTRACTOR**

CONTRACTOR is and shall be at all times an independent contractor. Accordingly, all Work provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction and control of CONTRACTOR. SBCTA shall rely on CONTRACTOR for results only and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR's employees in the performance of or as to the manner, means and methods by which work is to be performed. All personnel furnished by CONTRACTOR pursuant to this

Contract and all representatives of CONTRACTOR shall be and remain the employees or agents of CONTRACTOR or of CONTRACTOR's subcontractors at all times and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

**ARTICLE 22. ATTORNEY'S FEES**

If any legal action is instituted to enforce or declare any party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorney's fees. This Article shall not apply to those costs and attorney's fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

**ARTICLE 23. GOVERNING LAW AND VENUE**

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

**ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS**

CONTRACTOR warrants that in performance of this Contract it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

**ARTICLE 25. PRECEDENCE**

In case of a discrepancy among the Contract Documents, the order of precedence shall be as noted in the Notice to Bidder and Special Provisions.

**ARTICLE 26. COMMUNICATIONS AND NOTICES**

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given, and received: (a) upon actual delivery, if delivery is personally made; or if made by fax during regular business hours; (b) on the first business day following delivery by fax when made outside regular business hours; or (c) on the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONTRACTOR shall notify SBCTA of any changes within ten (10) business days of the change.

<b>To: CONSTRUCTION</b>	<b>To: SBCTA</b>
<b>6232 Santos Diaz Street</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Irwindale, CA 91702</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Terry Noriega</b>	<b>Attn: Paul Melocoton</b>
	<b>Email: pmelocoton@gosbcta.com</b>

<b>2<sup>nd</sup> Contact: Patricia Urena</b>	<b>Cc: Procurement Manager</b>
<b>Email: Patricia.Urena@mariposa-ca.com</b>	<b>Email: procurement@gosbcta.com</b>
<b>Phone: (626) 960-0196</b>	<b>Phone: (909) 884-8276</b>

## **ARTICLE 27. LIQUIDATED DAMAGES**

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to SBCTA for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay SBCTA the sum of **One Thousand Dollars (\$1,000)** per each calendar day of delay as identified in the weekly statement of working days issued by SBCTA. SBCTA shall not withhold liquidated damages if the delay is determined by SBCTA to be excusable in accordance with the Force Majeure article of this Contract. SBCTA may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

## **ARTICLE 28. ASSIGNMENT**

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from SBCTA.

## **ARTICLE 29. SUBCONTRACTS**

29.1 CONTRACTOR shall perform with its own organization contract work amounting to not less than **30 percent** (or a greater percentage if specified elsewhere in the Contract) of the total original contract price, excluding any specialty items designated by SBCTA. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR's own organization.

29.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

29.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

29.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work), and (b) such other of its own organizational resources (supervision, management, and engineering services) as SBCTA determines is necessary to assure the performance of the Contract.

29.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the prior written consent of SBCTA or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after SBCTA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, section 4100 et. seq. SBCTA's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. SBCTA reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

#### **ARTICLE 30. COORDINATION WITH OTHER CONTRACTS**

SBCTA may undertake or award other contracts for work and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and SBCTA's employees or agents and carefully fit its own work to such additional work as may be directed by SBCTA. CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other contractor or by SBCTA.

#### **ARTICLE 31. PREVAILING WAGE REQUIREMENTS**

- 31.1 CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 31.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

#### **ARTICLE 32. SAFETY**

32.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation. CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as SBCTA may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under California Occupational Safety and Health Act of 1973.

32.2 It is a condition of this Contract that the Director of Industrial Relations or authorized

representative thereof shall have right of entry to any site of Contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under California Occupational Safety and Health Act of 1973.

**ARTICLE 33. DISADVANTAGED BUSINESS ENTERPRISE**

33.1 Though no DBE goal is set for this Project, SBCTA encourages participation from small and Disadvantaged Business Enterprise (DBE). Firms interested in the DBE program may contact Alicia Bullock, Procurement Manager at (909) 884-8276.

**ARTICLE 34. NONSEGREGATED FACILITIES**

34.1 As prescribed by 41 CFR 60-1.8, CONTRACTOR must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. CONTRACTOR may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. CONTRACTOR's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated.

34.2 The term "facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities. CONTRACTOR shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between. However, nothing in this Article shall prohibit separate facilities necessary to comply with the Americans with Disabilities Act (e.g., disabled parking).

34.3 All subcontracts of \$10,000 or more shall contain the provisions of this Article.

**ARTICLE 35. GRATUITIES**

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SBCTA, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

**ARTICLE 36. CONFIDENTIALITY**

See Article 13.

**ARTICLE 37. CONVICT LABOR**

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

**ARTICLE 38. INSPECTION OF SITE**



CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads, and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by SBCTA, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information from SBCTA will not relieve the CONTRACTOR from responsibility for the interpretations made by CONTRACTOR on the basis of the information made available by SBCTA.

### **ARTICLE 39. CLEAN WATER REQUIREMENTS**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Porter-Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et. seq. CONTRACTOR shall report each violation to SBCTA and understands and agrees that SBCTA will in turn report each violation as required to assure notification to the Regional Water Quality Control Board. CONTRACTOR shall include this requirement in all subcontracts and further agrees to take such action SBCTA may direct as a means of enforcing such requirements.

### **ARTICLE 40. DRUG FREE WORKPLACE**

CONTRACTOR agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq, the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 CFR Part 32; and U.S. OMB regulatory guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

### **ARTICLE 41. SEVERABILITY**

The partial or complete invalidity of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

### **ARTICLE 42. FORCE MAJEURE**

CONTRACTOR shall not be in default under this Contract in the event that the Work performed by CONTRACTOR is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, natural disasters such as floods, earthquakes, landslides and fires, or other catastrophic events which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. “Other catastrophic events” does not include the

financial inability of the CONTRACTOR to perform or failure of the CONTRACTOR to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the CONTRACTOR.

**ARTICLE 43. INCORPORATION OF RECITALS**

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

**ARTICLE 44. EFFECTIVE DATE**

The date that this Contract is executed by SBCTA shall be the Effective Date of this Contract.

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

DRAFT

Attachment: [PDF] 24-1003176 (11096 : SR 60 Central Ave IC EEP Project - Award contract No. 24-1003176)

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

**MARIPOSA LANDSCAPES, INC.  
A CALIFORNIA CORPORATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Terry L. Noriega  
Chief Executive Officer

By: \_\_\_\_\_  
Ray Marquez  
President, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Antonio Valenzuela  
Secretary

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

Licensed in accordance with an act  
providing for registration of contractors.

592268  
\_\_\_\_\_  
License Number

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

Date: \_\_\_\_\_

95-4245898  
\_\_\_\_\_  
Federal Employer  
Identification Number

**CONCURRENCE**

By: \_\_\_\_\_  
Alicia J. Bullock  
Procurement Manager

Date: \_\_\_\_\_

Attachment: [PDF] 24-1003176 (11096 : SR 60 Central Ave IC EEP Project - Award contract No. 24-1003176)

**ATTACHMENT A**  
**Final Bid Opening Results**



**IFB Number:** 24-1003176

**IFB Title:** SR-60 CENTRAL ESTABLISH EXISTING PLANTING

**Bid Due Date:** November 6, 2024, 2:00 p.m.

#	Bidder	Bid Amount	Responsive?
1	Mariposa Landscapes, Inc.	\$752,930.00	NO

## *Minute Action*

AGENDA ITEM: 28

***Date:*** January 8, 2025

***Subject:***

Memoranda of Understanding for Regional Early Action Planning Grants 2.0 between Southern California Association of Governments and San Bernardino County Transportation Authority / San Bernardino Council of Governments

***Recommendation:***

That the Board, acting as the San Bernardino County Transportation Authority and the San Bernardino Council of Governments:

- A. Receive an update on unforeseen liability considerations regarding Memoranda of Understanding (MOUs) with Southern California Association of Governments (SCAG).
- B. Authorize the Executive Director, or his designee, to negotiate and execute, subject to General Counsel's approval as to form, MOUs with SCAG for Regional Early Action Planning (REAP) Grants 2.0 funding.
- C. Authorize the Executive Director, or his designee, to negotiate and execute, subject to General Counsel's approval as to form, MOUs and funding agreements with member jurisdictions for REAP 2.0 programs.

***Background:***

The Regional Early Action Planning Grants (REAP) 2.0 program is a flexible program that accelerates progress toward state housing goals and climate commitments by strengthening partnerships between the state, its regions, and local entities. REAP 2.0 helps to accelerate infill housing development, reduce vehicle miles traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and implement adopted regional and local plans to achieve these goals. REAP 2.0 is State of California (State) funding from the Department of Housing and Community Development (HCD) administered by each Metropolitan Planning Organization (MPO) in the State.

Key milestones for the REAP 2.0 program include:

- July 7, 2022 - the Southern California Association of Governments (SCAG) Regional Council adopted the REAP 2.0 Program Development Framework that was established by the State in the Fiscal Year (FY) 2021/2022 Budget.
- September 7, 2022 - the San Bernardino County Transportation Authority / San Bernardino Council of Governments (SBCTA/SBCOG) Board of Directors (Board) authorized staff to submit a series of applications to SCAG for REAP 2.0 grants. The Board also authorized the Executive Director, or his designee, to approve scopes of work and sign applications that were submitted to SCAG and the California Department of HCD for REAP 2.0 funds. Finally, in the same action, the Board authorized the Executive Director, or his designee, to negotiate and execute future restricted REAP 2.0 grant agreements between SBCTA/SBCOG and SCAG so that it may receive reimbursement grant funding, subject to approval as to form by General Counsel.

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

## Board of Directors Agenda Item

January 8, 2025

Page 2

- April 2, 2023 – SCAG awarded SBCTA \$17.6 million in REAP 2.0 funding under the County Transportation Commission (CTC) Partnership Program, Subregional Partnership Program, Housing Infill on Public Lands Pilot Program (HIPP), and Notice of Funds Available (NOFA) - Lasting Affordability programs. However, fund availability was delayed due to the State’s budget deficit. Final approval of the REAP 2.0 program occurred on June 26, 2024 with the passage of the FY 2024/2025 State Budget.
- June 5, 2024 – the SBCTA/SBCOG Board approved a series of contracts to create an On-Call Planning Bench (Bench) to deliver projects within the Planning Department, including the REAP 2.0 Program. Contract Task Orders (CTOs) are then issued for the performance of specific tasks to be performed by consultants on the Bench.
- July 18, 2024 – the first REAP 2.0 MOU between SBCTA and SCAG was executed for the CTC Partnership Program.

As noted above, the first REAP 2.0 MOU executed between SCAG and SBCTA was for the CTC Partnership Program. This MOU includes reimbursement funding for projects that include the VMT Mitigation Bank as well as the Multi-Modal Complete Streets Program. HNTB was awarded the CTO for the VMT Mitigation Bank. The CTOs for the planning and design on active transportation projects connected to affordable housing projects in multiple cities (Fontana, Ontario, Twentynine Palms, and Upland) are currently out for review and proposals. Staff anticipates that the planning and design efforts for the Multi-Modal Complete Streets Program will begin in January 2025.

The REAP 2.0 MOU for the CTC Partnership Program with SCAG functions well under a circumstance where SBCTA directly procures the services of a contractor or consultant. In such circumstances, SBCTA staff can directly oversee the work product and process payment on approved invoices. This is the way the VMT Mitigation Bank and the planning and design contracts for the Multi-Modal Complete Streets Program will work.

The challenge with the REAP 2.0 CTC Complete Streets MOU presented itself when SBCTA staff began work with General Counsel on a pass-through fund agreement with the City of Montclair for the construction of an active transportation project on Arrow Highway and Fremont Avenue. SBCTA is working to assist Montclair in avoiding federalization of the project by exchanging Federal Carbon Reduction Program funds for the REAP 2.0 funds. The Carbon Reduction Program funds would be instead allocated to a different project that is already federalized.

After reviewing the draft MOU with Montclair, General Counsel noted that the MOU with SCAG contemplates the “Sub-Recipient” (SBCTA) procures one or more consultants and oversees the consultant’s work. An example of the template MOU, for the Notice of Funds Available for Lasting Affordability (NOFA) program is attached to this item as an illustration. (Note that this draft does not reflect modifications proposed by SBCOG staff.) However, rather than procuring a consultant, SBCTA would be passing the funds through to the City. This would result in SBCTA’s inability to comply with certain obligations imposed on it in Section 3 of the MOU. As examples of the identified issue:

- Section 3.a states that “the Sub-Recipient shall be responsible for implementing the Project, including all tasks, obligations, and deliverables . . .” and,

- Section 3.c states that “in compliance with Section 3.d, Sub-Recipient shall procure and manage one or more consultants to ensure the Scopes of Work are fully performed and the Projects are completed in compliance with this MOU and all applicable laws and regulations.”

The MOUs are written so that “consultant” is defined very broadly to include other local agencies. SCAG staff has opined that by passing funds through to a City, SBCTA would be procuring a “consultant” City under the terms of the agreement. As such, in the City of Montclair’s case, the City would be a “consultant” that SBCTA would need to manage and be responsible for and SBCTA would be responsible for the procurement and management of, and work done by, the City’s consultant, even though SBCTA would have no ability to control the procurement of the City’s consultant, no contractual relationship with the City’s consultant, and no ability to manage the City’s consultant.

To help mitigate the risk, staff has proposed adding language to any MOU between SBCTA/SBCOG and a member jurisdiction for REAP 2.0 funding that would make the agreement a cost reimbursement agreement. That would provide SBCTA/SBCOG staff the opportunity to review invoices prior to reimbursing the member jurisdiction. At that time of invoice review, should any expense be inconsistent with the MOU between SCAG and SBCTA/SBCOG, the deficiency could be corrected. Additionally, staff has proposed to SCAG that all funding/pass-through agreements include language that SBCTA/SBCOG will ensure that such provisions as those identified above will be incorporated into all funding/pass-through agreements, so such terms and conditions will flow down to the jurisdiction receiving the passed-through funds.

The SBCTA/SBCOG staff continue to work with SCAG on such revised language. Early efforts were unsuccessful and SCAG rejected staff’s proposed changes. The SBCTA/SBCOG Executive Director has proposed the “flow-down” language to SCAG’s Executive Director, who initially rejected it. A follow-up providing clarification was sent, but SCAG’s Executive Director likely did not see it before leaving on a trip outside the country. Although it is possible that the proposal will again be rejected, staff met with SCAG staff and had an encouraging discussion which will hopefully lead to a mutually satisfactory resolution.

Member agencies of SBCTA/SBCOG set to receive possible pass-through funds with the approval of the MOUs with SCAG are as follows:

- CTC Partnership:
  - Fontana \$903,000
  - Ontario \$750,750
  - 29 Palms \$512,513
  - Rialto \$303,787
  - Upland \$871,500
  - Colton \$300,000
  - Montclair \$975,000

## Board of Directors Agenda Item

January 8, 2025

Page 4

- HIPP
  - Needles \$200,000
- NOFA
  - 29 Palms \$1,300,000
  - Ontario \$2,400,000

It is also important to note that the risk identified above will be in all MOUs between SCAG and SBCTA or SBCOG for the following REAP 2.0 programs – CTC Partnership, HIPP, and NOFA.

Staff recommends the Board, acting as both SBCTA and SBCOG, authorize the Executive Director, or his designee, to continue negotiating proposed modifications with SCAG as needed and approve and execute such MOUs, subject to General Counsel's approval as to form. Staff further recommends that the Board authorize the Executive Director, or his designee, to negotiate and execute MOUs with member jurisdictions for these REAP 2.0 programs, subject to General Counsel's approval as to form. These agreements between SBCTA/SBCOG and member jurisdictions will be cost reimbursement and will incorporate flow down provisions to the member jurisdiction and its consultants or contractors, regardless of the language ultimately agreed to in the MOUs with SCAG.

**Financial Impact:**

This item has no financial impact on the adopted Budget for Fiscal Year 2024-2025

**Reviewed By:**

This item has not received prior policy committee or technical advisory committee review. Because of the extremely tight deadline associated the REAP 2.0 grant funding, it is being presented directly to the Board. SBCTA General Counsel has reviewed this item and draft Memorandum of Understanding.

**Responsible Staff:**

Ryan Graham, Planning Manager

Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:



**MEMORANDUM OF UNDERSTANDING  
No. M-003-25**

**SCAG Overall Work Program (OWP) No: 305-4925.01**

**Federal/State Awarding Agency:** State of California, Department of Housing and Community Development

**Funding Source:** Regional Early Action Planning Grants Program of 2021 (REAP 2.0)

**Sub-Recipient Name:** San Bernardino Council of Governments

**Sub-Recipient's UEI No:** D36ZJBWRKJK1

**Total Amount of Federal Funds Obligated to Sub-Recipient:** \$0

**Total Amount of Non-Federal Funds Obligated to Sub-Recipient:** \$5,000,000.00

**Total Amount of the Sub-Award:** \$5,000,000.00

**Subaward Period of Performance Start Date:** Effective Date (see Section 37)

**Subaward Period of Performance End Date:** June 30, 2026

**Type of Contract:** Project Specific

**Method of Payment:** See Section 6 of this MOU

**Project R&D:** N/A

**Indirect Cost Rate for the Award:** Various – refer to SBCOG's Approved Rates\*

**Fringe Benefits Cost Rate for the Award:** Various – refer to SBCOG's Approved Rates\*

\*Caltrans Internal Audit Office approved the use of fiscal year (FY) 2024-25 rates as indicated above. If the rates are later found to have included costs that are unallowable, Sub-Recipient will provide a refund for the unallowable indirect cost and fringe benefits amounts. Sub-Recipient must provide support for the cognizant agency approval of future FY rates.

**Subaward Project Title:** San Bernardino Council of Governments REAP 2.0 Notice of Funds Availability for Lasting Affordability Program Grant

**Subaward Project Description:** San Bernardino Council of Governments will utilize REAP 2.0 funding for a project that supports programmatic level investments in housing trust funds, community land trusts, catalyst funds and nonprofit organizations that secure lasting affordability in compliance with the program and the state REAP 2.0 guidelines.

**MEMORANDUM OF UNDERSTANDING  
No. M-003-25**

**BETWEEN THE  
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS  
AND SAN BERNARDINO COUNCIL OF GOVERNMENTS  
FOR REAP 2.0 NOTICE OF FUNDS AVAILABLE FOR LASTING AFFORDABILITY  
PROGRAM GRANT**

(SCAG Project/OWP No. 305-4925.01)

This Memorandum of Understanding (“MOU”) is entered into by and between the **Southern California Association of Governments** (“SCAG”) and **San Bernardino Council of Governments** (“Sub-Recipient”), for a Notice of Funds Available for Lasting Affordability (“NOFA”) Program Grant. SCAG and Sub-Recipient may be individually referred to as “Party” and collectively as “Parties.”

**RECITALS**

WHEREAS, the Regional Early Action Planning Grants Program of 2021 (“REAP 2.0”) was established with a principal goal to make funding available to Metropolitan Planning Organizations (“MPO”) and other regional entities for transformative planning and implementation activities that meet housing and equity goals, reduce Vehicle Miles Traveled per capita, and advance implementation of the region’s Sustainable Communities Strategy or Alternative Planning Strategy, as applicable;

WHEREAS, the California Department of Housing and Community Development (“HCD”) administers REAP 2.0 in accordance with Health and Safety Code sections 50515.06 to 50515.10 (“Statutes”) and REAP 2.0 guidelines for MPO applicants released by HCD pursuant to the Statutes (“REAP 2.0 Guidelines”);

WHEREAS, SCAG is the federally designated MPO for Southern California, primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS” also known as “Connect SoCal”) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, HCD awarded funds to SCAG under REAP 2.0;

WHEREAS, SCAG’s Regional Council authorized funding for the NOFA Program and approved guidelines for the NOFA Program (“Program Guidelines”);

WHEREAS, SCAG released a competitive Call for Applications for the NOFA Program;

WHEREAS, Sub-Recipient, eligible for funds under the NOFA Program, developed and submitted a proposed project for the NOFA Program (“Project”);

WHEREAS, SCAG reviewed the Project and determined the Project to be consistent with the REAP 2.0 Guidelines and Program Guidelines, and approved the Project to receive funding; and

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties.

**NOW THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. Recitals and Exhibits**

The Recitals and all exhibits referred to in this MOU are incorporated herein by this reference and made a part of the provisions of this MOU.

**2. Term**

The Term of this MOU shall begin on the Effective Date as described in Section 37 and continue until June 30, 2026, (“Completion Date”), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

**3. Scope of Work and Sub-Recipient’s Responsibilities**

- a. Sub-Recipient shall be responsible for implementing the Project in accordance with the “Scope of Work,” attached as Exhibit A.
- b. **Interim deliverables and tasks, including budgets and schedules, required to implement the Scope of Work shall be documented using the “Scope of Work Approval Form,” attached as Exhibit B (“SOW Approval Form”).** The SOW Approval Form must be signed by SCAG Project Manager, SCAG Department Manager, SCAG Deputy Director or their designee, and Sub-Recipient prior to the performance of the work outlined in the SOW Approval Form. The SOW Approval Form may be signed by way of a manual or authorized digital signature, or a signature stamp. The SOW Approval Form may be used to document interim deliverables and interim deliverable budgets and schedules but may not be used to modify the deliverables and budget noted in this MOU. The SOW Approval Form may be amended subject to approval by SCAG. No amendment to the SOW Approval Form shall be valid unless made in writing and signed by the Parties. If there is a conflict between the SOW Approval Form and this MOU, this MOU shall prevail.
- c. Sub-Recipient must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives, as described in Section 9 of this MOU, and must carry out the Project to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of this MOU, and repayment of the Grant Funds.
- d. In compliance with Section 3.e., **Sub-Recipient may procure and manage one or more consultants to ensure the Scope of Work,** as outlined in the most current fully executed SOW Approval Form, is fully performed and the Project is completed in compliance with this MOU and all applicable laws and regulations.
- e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all

agreements entered into containing funds provided under this MOU or to perform work under this MOU, Sub-Recipient shall procure in compliance with all applicable federal, state, and local laws and regulations. All REAP 2.0 funded procurements must be conducted using a fair and competitive procurement process and sole source procurements are expressly prohibited.

- f. The term “Consultant(s)” shall hereinafter refer to all entities that Sub-Recipient procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Project or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.
- g. Upon request, Sub-Recipient shall provide information to the SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively “RFP”). For new RFPs developed or finalized after the Effective Date of this MOU, Sub-Recipient shall provide information to the SCAG Project Manager and obtain SCAG Project Manager’s written approval on any final RFP prior to its issuance. SCAG may require documentation of RFPs and Notices to Proceed before approval of invoice reimbursement.
- h. When requested, Sub-Recipient shall provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within ten (10) days of the request.
- i. Sub-Recipient shall be responsible for conducting a complete detailed review of Consultant(s)’ invoices prior to payment. The review shall include, but not be limited to, ensuring: (1) the work included in the invoice is correctly invoiced and supported; (2) hours worked equal hours invoiced; (3) charged rates are equal to the contracted rates; (4) materials and services were received; and (5) that the work performed is consistent with the Scope of Work. Upon review, Sub-Recipient shall pay Consultant(s)’ invoices prior to submitting invoices to SCAG for reimbursement.
- j. Sub-Recipient shall be accountable to SCAG and HCD to ensure Consultant(s)’ performance. Sub-Recipient’s Project Manager shall be responsible for final approval of Consultant(s)’ deliverables consistent with the Scope of Work, as outlined in the most current fully executed SOW Approval Form; provided, however, that prior to approving a final deliverable from the Consultant(s), Sub-Recipient’s Project Manager shall consult with SCAG’s Project Manager.
- k. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury.
- l. Sub-Recipient shall be responsible for ensuring compliance with all applicable California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, and, as applicable, shall serve as the implementing agency for environmental approval(s).

#### **4. Project Management**

- a. All work under this MOU shall be coordinated with SCAG and Sub-Recipient through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual as its Project Manager:

David Kyobe  
 Senior Regional Planner  
 (213) 236-1858  
 kyobe@scag.ca.gov

SCAG reserves the right to change this designation.

- c. For purposes of this MOU, Sub-Recipient designates the following individual(s) as its Project Manager:

Suzanne Peterson  
 Council of Governments and Equity Programs Manager  
 (909) 884-8276  
 speterson@gosbcta.com

Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

## 5. **Funding**

- a. SCAG's contribution to the Project is funded wholly with REAP 2.0 funds, in an amount not to exceed \$5,000,000 ("Grant Funds").
- b. SCAG shall not be obligated to make payments for any Project costs that exceed the Grant Funds. SCAG shall not be obligated to pay for any increase in Project costs which exceeds the Project's budget included in this MOU and the most current fully executed SOW Approval Form. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to REAP 2.0. In the event HCD terminates its agreement to provide funds or reduces the funds provided, SCAG shall have the right to terminate this MOU, in accordance with Section 17, or to amend this MOU to reflect the changes in funding.
- c. SCAG shall make payments to Sub-Recipient only for work performed, except for the lump sum payment to establish the housing trust loan program, as part of the Scope of Work, as outlined in the most current fully executed SOW Approval Form, and consistent with REAP 2.0 Goals and Objectives, REAP 2.0 Guidelines, and Program Guidelines. Prior to SCAG issuing REAP 2.0 funding to be used in an existing or emerging housing trust and/or lending product, Sub-Recipient shall demonstrate to the satisfaction of SCAG the capacity to manage and utilize the funding for the purposes defined in the fund and/or lending product and meet all requirements of the REAP 2.0 Guidelines and Program Guidelines.

- d. SCAG reserves the right, in its sole discretion, to discontinue funding the Project and/or terminate this MOU as described in Section 17.
- e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, shall be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties, or related fees, as determined by HCD or other State authorities. Should Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to Sub-Recipient.

## 6. Invoices

- a. SCAG shall reimburse Sub-Recipient as promptly as SCAG's fiscal procedures permit, using Electronic Fund Transfer, available at: [ACH Vendor Payment Authorization Form](#), upon receipt of itemized invoices submitted in accordance with this MOU. Sub-Recipient shall complete the ACH Vendor Payment Authorization Form and email it to [ACHpayment@scag.ca.gov](mailto:ACHpayment@scag.ca.gov).
- b. This MOU is a combined Cost Reimbursement and Lump Sum agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work, except for the lump sum payment to fund the housing trust loan program. The actual incurred and paid costs may not exceed the Project's budget set forth in this MOU and the most current fully executed SOW Approval Form. All invoices submitted to SCAG for payment shall be e-mailed to [accountspayable@scag.ca.gov](mailto:accountspayable@scag.ca.gov) (file cannot exceed 10MB) and copy the SCAG Project Manager. All invoices submitted to SCAG for the Project shall reference the OWP Project Number (OWP No. 305-4925.01).
- c. By the twenty-first day following the start of a new month (i.e., January 21, February 21, March 21), Sub-Recipient shall submit an invoice to SCAG using the electronic "Invoice Report" in accordance with the invoice submittal instructions and this MOU, including the requirements noted in Exhibit C. The Invoice Report shall be used for reimbursement of expenses that have been incurred or to request the lump sum payment for the housing trust loan program. The Invoice Report must be submitted in both PDF format and the Excel file provided by SCAG. The Invoice Report contains a progress report portion which serves to confirm that the services have been performed and can be paid. All invoiced costs, except for the lump sum payment to fund the established housing trust loan program, must be substantiated by providing documented support for the expense incurred, such as copies of payroll reports, paid invoices, and proof of payment. The Invoice Report shall serve as the formal progress report for the Project and shall be signed by the Sub-Recipient. The progress report shall include, in narrative form, a description of services performed by the Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the invoiced period and progress achieved toward the REAP 2.0 Goals and Objectives. SCAG shall review the Invoice Report for compliance with this MOU. If SCAG determines that the Invoice Report is compliant with this MOU, SCAG shall approve the Invoice Report and issue payment to the Sub-Recipient. If SCAG determines that the Invoice

Report is not compliant with this MOU or the most current fully executed SOW Approval Form, SCAG may withhold and/or off-set future payment(s) to the Sub-Recipient.

- d. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice and will notify Sub-Recipient of any unsupported costs. If Sub-Recipient corrects the error, the disallowed items can be included in the next set of invoices.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to Sub-Recipient and its Consultant(s) at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process, which can be found at the following link: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Also, see the link for a summary of travel reimbursement rules.
- f. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for services rendered through June 30<sup>th</sup>, no later than July 21<sup>st</sup> during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- g. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of the Project, but no later than July 21, 2026. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- h. If applicable, Sub-Recipient shall comply with California prompt payment laws including but not limited to Business & Professions Code §7108.5; and Public Contract Code §§ 10261.5, 10262, and 10853.

## 7. Reporting

- a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU and the most current fully executed SOW Approval Form.
- b. By February 10 of each year following receipt of funding pursuant to this MOU, Sub-Recipient shall submit an Annual Report using the "Report Template," attached as Exhibit D. **The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.**
- c. When a Project is finalized, and no later than the Completion Date, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the

grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.

- d. All reports submitted to SCAG shall reference the OWP Project Number (OWP No. 305-4925.01).

## 8. Accounting

- a. Sub-Recipient shall establish and maintain an accounting system and reports that properly accumulate incurred Project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (“GAAP”), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices.
- b. Sub-Recipient shall establish a separate ledger account for receipts and expenditures of Grant Funds and maintain expenditure details in accordance with the Scope of Work, as outlined in the most current fully executed SOW Approval Form.
- c. Sub-Recipient shall maintain documentation of its normal procurement policy and competitive procurement bid process and completed procurements, and financial records of expenditures incurred during the course of the Project in accordance with GAAP.

## 9. Allowable Uses of Grant Funds

- a. Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives.
  - i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \(“NOFA”\) and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
  - ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) affirmatively furthering fair housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the [REAP 2.0 NOFA and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
- b. Grant Funds shall only be used by Sub-Recipient for activities approved by SCAG and included in the Scope of Work, as outlined in the most current fully executed SOW Approval Form.
- c. Grant Funds may not be used for administrative costs of persons employed by Sub-Recipient for activities not directly related to eligible activities.
- d. Sub-Recipient shall use no more than 5 percent (5%) of the Grant Funds for administrative costs related to the Project, or a maximum of Two Hundred Fifty Thousand Dollars (\$250,000), whichever is lower. For purposes of this MOU, administrative costs are the costs incurred in direct support of grant administration that are not included in the organization’s indirect cost pool.



Additional funds may be used from other sources solely contributed by Sub-Recipient to support Sub-Recipient's administration of the Project.

- i. To be eligible for administrative costs, Sub-Recipient must have clearly indicated if funds would be used towards administrative costs on or before the Effective Date of this MOU.
- ii. If Sub-Recipient is seeking reimbursement for indirect costs and/or fringe benefits costs, they must annually submit an Indirect Cost Allocation Plan ("ICAP") or an Indirect Cost Rate Proposal ("ICRP") to its cognizant agency for indirect costs and/or fringe benefits costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. The cognizant agency for indirect costs and/or fringe benefits costs means the federal agency responsible for reviewing, negotiating, and approving ICAPs or ICRPs. Sub-Recipient must provide their approved indirect cost rate and/or fringe benefit rate and provide a copy to SCAG Project Manager of the approved negotiated indirect cost rate agreement ("NICRA") for the current fiscal year and subsequent years throughout the performance period.
- iii. If Sub-Recipient is seeking reimbursement for fringe benefits costs with absence of the approved NICRA and proposes to use a rate to allocate the fringe benefits costs on the basis of entity-wide salaries and wages of the employees receiving the benefits, they must annually prepare the fringe benefits cost allocation plan in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and provide to SCAG Project Manager a letter from the Sub-Recipient's independent auditor confirming the compliance for the current fiscal year and subsequent years throughout the performance period.
- iv. If Sub-Recipient elects a de minimis indirect cost rate as defined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards, they must annually complete a certification form provided by SCAG Project Manager to confirm the eligibility and compliance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and submit the signed form to SCAG Project Manager for the current fiscal year and subsequent years throughout the performance period. The de minimis rate is to be applied to Modified Total Direct Costs ("MTDC") as defined by 2 CFR Part 200.1.
- e. There must be a strong implementation component for the funded activity through REAP 2.0, including, where appropriate, agreement by Sub-Recipient to submit the completed planning document or effort to the applicable board, council, or other entity for adoption or approval. If Sub-Recipient does not formally request adoption or approval of the funded activity, it may be subject to repayment of the Grant Funds.
- f. Protection of Grant Funds.
  - i. Sub-Recipient shall provide a portion of the Grant Funds in the form of a loan evidenced by a promissory note, the repayment of which shall be secured either by a deed of trust recorded against the title to the real property, or a security interest in the manufactured home being

assisted with Grant Funds. The promissory note shall contain a special provision that repayment shall be made to SCAG in the event that Sub-Recipient is no longer in operation.

- ii. Multifamily rental projects assisted with Grant Funds are required to have a recorded Regulatory Agreement setting forth requirements for household income levels and rent restrictions for not less than 55 years for all units assisted by Grant Funds.
- iii. Where any portion of the Grant Funds are provided in the form of a construction loan, the Sub-Recipient and the housing developer shall enter into a development loan agreement setting forth the terms and conditions required to be met prior to closing escrow, which shall include, but not limited to, requirements for escrow, title insurance, property insurance, compliance with environmental remediation requirements, and other borrower responsibilities.
- iv. Sub-Recipient shall submit documentation of its loan guidelines and underwriting standards and procedures for review by SCAG upon request.
- v. SCAG shall have the right to request copies of documentation of the activities of Sub-Recipient at any time prior to or after disbursement of Grant Funds.
- vi. Sub-Recipient shall ensure all Grant Funds are disbursed and used in compliance with Section 21 and 22 of this MOU.

## **10. Work Products**

- a. For purposes of this MOU, “Work Products” shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Project. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship Sub-Recipient or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. Sub-Recipient shall submit one (1) electronic copy of all Work Products associated with the Project to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and may, at its sole discretion, grant to Sub-Recipient a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Project and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at Sub-Recipient’s sole risk and without liability or legal exposure to SCAG.

## **11. Amendments**

No amendment or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the request.

**12. Notices**

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Cindy Giraldo  
 Chief Financial Officer  
 Southern California Association of Governments  
 900 Wilshire Blvd., Suite 1700  
 Los Angeles, CA 90017  
 (213) 630-1413  
[giraldo@scag.ca.gov](mailto:giraldo@scag.ca.gov)

SCAG reserves the right to change this designation.

To Sub-Recipient: Suzanne Peterson  
 San Bernardino Council of Governments/San Bernardino County  
 Transportation Authority  
 Council of Governments and Equity Programs Manager  
 (909) 884-8276  
[speterson@gosbcta.com](mailto:speterson@gosbcta.com)

**13. Insurance**

- a. Sub-Recipient, at their own expense, shall procure and maintain policies of insurance, or provide evidence of self-insurance, of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage.

Insurance Type	Requirements	Limits
General Liability	Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01.	Not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
Automobile Liability	Automobile insurance at least as broad as Insurance Services Office form CA 00 01.	Covering bodily injury and property damage for all activities of the Sub-Recipient arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an

		amount not less than \$1,000,000 combined single limit for each accident.
Workers' Compensation/ Employer's Liability	Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Not required for sole proprietors or Sub-Recipient with no employees.	Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
Professional Liability Insurance	Professional Liability (Errors and Omissions) insurance appropriate to the Sub-Recipient's profession.	With limits of not less than \$1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU.

- b. Higher Limits: no representation is made that the minimum insurance requirements of this MOU are sufficient to cover the indemnity or other obligations of Sub-Recipient under this MOU.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - i. SCAG, its officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Sub-Recipient; products and completed operations of Sub-Recipient; premises owned, occupied or used by Sub-Recipient; or automobiles owned leased, hired or borrowed by Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials, and employees.
  - ii. For any claims related to this Project, Sub-Recipient's insurance coverage shall be primary insurance as respects SCAG, its officials, and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Sub-Recipient's insurance and shall not contribute with it.
  - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials, and employees.
  - iv. Sub-Recipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, its, officials, employees, and volunteers.
- e. Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.

Attachment: REAP 2 NOFA Lending MOU SBCOG (11123 : MOU for REAP Grant 2.0 between SCAG and SBCTA/SBCOG)

- f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- g. Sub-Recipient shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- h. Sub-Recipient agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of Sub-Recipient. Sub-Recipient agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event Sub-Recipient's Consultant(s) cannot comply with this requirement, which proof must be submitted to SCAG, Sub-Recipient shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the Sub-Recipient's requirements under this MOU. This provision does not relieve Sub-Recipient of its contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide Sub-Recipient with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Sub-Recipient under this MOU given the limited scope of work or services provided by the Consultant(s). Sub-Recipient agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

#### **14. Indemnification**

Sub-Recipient shall fully defend, indemnify and hold harmless SCAG, its members, officers, employees, and agents from any and all claims, losses, liabilities, damages, expenses, suits or actions including attorneys' fees, brought forth or arising under any theories or assertions of liability, occurring by or resulting from or otherwise related to the Project or this MOU. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits, or actions that arise from SCAG's gross negligence or willful misconduct.

#### **15. Disputes**

Except as otherwise provided in this MOU, any dispute arising under this MOU which is not resolved by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision. If this provision differs from the rules of the American Arbitration Association, then this provision shall control. Sub-Recipient shall continue with the responsibilities under this MOU during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the Parties had the matter been heard in

a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by both Parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the Parties. Either Party may bring an action in court to compel arbitration under this MOU and to enforce an arbitration award.

## **16. Noncompliance**

- a. In the event of nonperformance or noncompliance with any requirement of this MOU, including but not limited to Project eligibility, schedule, deliverables, or milestone timelines, as outlined in the most current fully executed SOW Approval Form, SCAG may:
  - i. Issue a written notice to stop work. If such notice is provided, Sub-Recipient and its Consultant(s) shall immediately cease all work under the MOU. SCAG has the sole discretion to determine that Sub-Recipient is in compliance with the terms and conditions after a stop work order, and to deliver a written notice to Sub-Recipient to resume work under this MOU.
  - ii. Require repayment of the Grant Funds.
  - iii. Terminate this MOU pursuant to Section 17.
- b. Notwithstanding the provisions set forth above, or any other provision contained in this MOU, no remedy conferred by any of the specific provisions of this MOU or the SOW Approval Form, is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy existing at law or in equity or by statute or otherwise.

## **17. Termination of MOU**

- a. Termination for Cancellation or Reduction in REAP 2.0 Funding. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated, and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD's termination. In the event HCD reduces funding to SCAG, SCAG shall have the unilateral right to stop work, proportionally reduce funding to Sub-Recipient or terminate this MOU.
- b. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, Sub-Recipient shall immediately take action to avoid incurring any additional obligation costs or expenses except as may be necessary to terminate its activities or the activities of its Consultant(s). SCAG shall pay Sub-Recipient its reasonable and allowable costs through the effective date of termination and is not liable for any expenses after termination, including any costs associated with Consultant(s). In such event, all finished or unfinished Work Products shall be provided to SCAG.

- c. **Termination for Cause.** If through any cause, either Party shall fail to timely and adequately fulfill its obligations under this MOU, or if either Party violates any of the covenants, terms, or stipulations of this MOU, the non-breaching Party shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the breaching Party of the intent to terminate and specifying the effective date thereof. The non-breaching Party shall provide a reasonable opportunity for the breaching Party to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination for cause provision, Sub-Recipient shall reimburse SCAG for all funds provided for the Project and all finished or unfinished Work Products shall be provided to SCAG at its option.

## **18. Records Retention**

- a. Sub-Recipient and its Consultant(s) shall maintain and make available, in accordance with Section 19 of this MOU, all source documents, books and records connected with the Project, documentation of its normal procurement policy and competitive procurement bid process and completed procurements related to the Project, all work performed under this MOU, all evidence of environmental clearance, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after June 30, 2026. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained and made available by Sub-Recipient and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) June 30, 2026, whichever is later.

## **19. Monitoring and Audits**

- a. SCAG may monitor expenditures and activities of Sub-Recipient and its Consultant(s) as SCAG deems necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.
- b. At any time during the term of this MOU, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Project. At their request, Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
- c. Sub-Recipient agrees that SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. Sub-Recipient agrees to provide any relevant information requested. Copies shall be made and furnished to SCAG upon request at no cost to SCAG.
- d. Sub-Recipient agrees to permit SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon

reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.

- e. If there are audit findings from SCAG or HCD’s audit, Sub-Recipient must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

## **20. Small Business and Disabled Veteran Business Enterprise Participation**

- a. If for this MOU Sub-Recipient made a commitment to achieve small business participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) report to SCAG the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- b. If for this MOU Sub-Recipient made a commitment to achieve disabled veteran business enterprise (“DVBE”) participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) certify in a report to SCAG: (1) the total amount the Sub-Recipient received under the MOU; (2) the name and address of the DVBE(s) that participated in the performance of the MOU; (3) the amount each DVBE received from the Sub-Recipient; (4) that all payments under the MOU have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (M&V Code § 999.5(d); Gov. Code § 14841.)

## **21. Compliance with Laws, Rules, and Regulations**

- a. Sub-Recipient agrees to comply with all federal, state, and local laws, rules, and regulations applicable to this MOU.
- b. Non-Discrimination/Equal Employment Opportunity
  - i. During the performance of this MOU, Sub-Recipient assures that no person shall be denied the MOU’s benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Project or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Sub-Recipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.



- ii. Sub-Recipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.
  - iii. Sub-Recipient shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.
  - iv. Sub-Recipient shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
  - v. Sub-Recipient shall adopt and implement affirmative processes and procedures that provide information, outreach, and promotion of opportunities in the Project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.
- c. Recycling Certification. Sub-Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).
- d. Anti-Trust Claims. Sub-Recipient, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).
- e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:
- i. Sub-Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

- ii. Sub-Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, the Sub-Recipient shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC § 10344(e).)

## 22. Public Works and Construction

Without limiting the generality of Section 21.a., Sub-Recipient agrees to ensure compliance and ensure any recipients of funds administered by Sub-Recipient comply with all applicable legal authority regarding construction standards and requirements, including but not limited to the following:

- a. Labor Code Requirements
  - i. Sub-Recipient is hereby put on notice that the Project under the MOU may qualify as a public works project and Sub-Recipient will therefore be required to determine whether the Project falls under a classification that would require payment of prevailing wages. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time.
  - ii. If a Project qualifies as a public works project, Sub-Recipient shall be the Awarding Body for the public works project and required to comply with all requirements applicable to the Awarding Body.
  - iii. If Sub-Recipient or its Consultant(s) will perform services that require payment of prevailing wages, they are required to register with the California Department of Industrial Relations (DIR) in order to be compliant with the law. Neither Sub-Recipient nor its Consultant(s) may work on a public works project without a current and active DIR registration.
  - iv. In the event that Sub-Recipient or its Consultant(s) engages in the performance of a public work under this MOU as defined by Labor Code Section 1770 *et seq.*, Sub-Recipient and its Consultant(s) shall be required to cause such employees who are entitled to prevailing wages, to be paid the required wage amounts pursuant to applicable state law. Sub-Recipient and its Consultant(s) shall ensure compliance with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
  - v. Sub-Recipient further acknowledges that any work that qualifies as a public work within the meaning of California Labor Code Section 1720 shall require Sub-Recipient and its Consultant(s)

to comply with the provisions of California Labor Code Sections 1775 *et seq.* Sub-Recipient agrees to ensure compliance with Labor Code Section 1776 regarding retention and inspection of payroll records and noncompliance penalties, Labor Code Section 1777.5 regarding employment of registered apprentices, and Labor Code Section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.

- b. Sub-Recipient shall comply with all applicable federal, state, and local procurement requirements for public works and construction projects and shall advertise, open bids, award, and approve all construction contracts in accordance with the California Public Contract Code and the California Labor Code.
- c. All construction contracts for the Project shall be administered and managed by Sub-Recipient. Sub-Recipient shall prepare or have prepared a detailed schedule of performance for the Project, ensuring that all construction is completed within the timeline allowed by the MOU. Sub-Recipient shall be responsible for requiring the construction contractor to furnish any applicable labor and material bonds and payments and performance bonds naming the Sub-Recipient as obligee, and SCAG as additional obligee, or an insurance policy in lieu of such bonds.
- d. Sub-Recipient agrees to procure any and all permits, licenses and approvals necessary to complete the Project, including those necessary to perform design, construction, operation and maintenance, and to comply with all California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements applicable to the Project. Sub-Recipient shall pay all charges and fees and give all notices necessary or incidental to the Project.
- e. Sub-Recipient shall prepare, or have prepared, all plans, specifications and estimates for the Project and ensure that the Project adheres to the accessibility requirements set forth in California Building Code, Chapter 11A and 11B and the Americans with Disabilities Act, Title II. In addition, projects or Programs shall adhere to either the Uniform Federal Accessibility Standards, 24 Code of Federal Regulations (CFR) Part 8, or U.S. Department of Housing and Urban Development's (HUD) modified version of the 2010 American with Disabilities Act Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, 79 F.R. 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR, Section 8.26.
- f. Sub-Recipient shall conduct all necessary due diligence for the Project, including but not limited to performing necessary environmental assessments/review of environmental hazard reports, conducting engineer/geotechnical review, commissioning title reports to identify and evaluate the condition of title and encumbrances on the subject property, including but not limited to any covenants conditions and restrictions, determining the entity(ies) with site control, including whether any third parties have ownership or site control rights, and determining the suitability for the Project.
- g. Sub-Recipient shall ensure any contractors or subcontractors are paid in accordance with applicable laws and regulations.

- h. Sub-Recipient shall comply with the procedure set forth in Public Contracts Code Section 9204 for processing contractor claims, paying undisputed amounts, and requiring mediation of disputed amounts.
- i. Sub-Recipient shall be responsible for ensuring ongoing maintenance of the Project after completion. SCAG shall not be responsible for ongoing maintenance of the Project after completion.

### **23. Conflict of Interest**

The Parties shall comply with all applicable Federal and State conflict of interest laws, regulations, and policies.

### **24. Independent Contractor**

Sub-Recipient and its Consultant(s) shall be independent contractors in the performance of this MOU, and not officers, employees, or agents of SCAG.

### **25. Assignment**

Neither Party shall assign any rights or interests in this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld, or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

### **26. Release of Information**

- a. Subject to any provisions of law, including but not limited to the California Public Records Act, any Work Product or materials deemed confidential by either Party shall be held confidential by the receiving Party who shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as the receiving Party treats its confidential information, but in no case less than reasonable care. Nothing furnished to either Party which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential.
- b. Sub-Recipient shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).
- c. All public-facing communications materials relating to this MOU, or its subject matter, shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials.

- d. To ensure consistency of public information about SCAG programs and funded work products, Sub-Recipient is required to notify and coordinate with SCAG Project Manager who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.
- e. All communication materials must be provided to SCAG Project Manager prior to completion so that inclusion of this element can be confirmed.

## **27. Non-Exclusivity**

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and Sub-Recipient. This MOU shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

## **28. Severability**

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

## **29. Survival**

The following sections survive expiration or termination of this MOU:

- Section 5 (Funding)
- Section 10 (Work Products)
- Section 12 (Notices)
- Section 14 (Indemnification)
- Section 15 (Disputes)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)
- Section 21 (Compliance with Laws, Rules, and Regulations)
- Section 22 (Public Works and Construction)
- Section 23 (Conflict of Interest)
- Section 26 (Release of Information)
- Section 31 (Jurisdiction and Venue)
- Section 32 (Waiver)

## **30. Flow-Down Provisions**

Sub-Recipient shall include the following provisions in all agreements entered into containing funds provided under this MOU, require the provisions below that survive expiration or termination of this MOU to survive, and shall include a requirement in all agreements that each of them in turn include the requirements in all contracts and subcontracts they enter into to perform work under the Project. SCAG does not have a contractual relationship with Sub-Recipient's Consultant(s), and Sub-Recipient shall be fully responsible for monitoring and ensuring compliance with these provisions.

Section 3.c. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0)  
 Section 3.e. – 3.g. (Scope of Work and Sub-Recipient's Responsibilities – procurements)  
 Section 3.k. (Scope of Work and Sub-Recipient's Responsibilities – penalty of perjury)  
 Section 5.e. (Funding – repayment of ineligible costs)  
 Section 6 (Invoices)  
 Section 7 (Reporting)  
 Section 8 (Accounting)  
 Section 9 (Allowable Uses of Grant Funds)  
 Section 10 (Work Products)  
 Section 13 (Insurance)  
 Section 14 (Indemnification)  
 Section 18 (Records Retention)  
 Section 19 (Monitoring and Audits)  
 Section 20 (Small Business and Disabled Veteran Business Enterprise Participation)  
 Section 21 (Compliance with Laws, Rules, and Regulations)  
 Section 22 (Public Works and Construction)  
 Section 23 (Conflict of Interest)  
 Section 24 (Independent Contractor)  
 Section 25 (Assignment)  
 Section 26 (Release of Information)

Upon SCAG's request, Sub-Recipient shall provide SCAG a copy of any such agreement.

### **31. Jurisdiction and Venue**

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Subject to the provisions in Section 15, the Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

### **32. Waiver**

No delay or failure by either Party to exercise or enforce at any time any right or provision of this MOU shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this MOU. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

### **33. Standard of Care**

Sub-Recipient and its Consultant(s) shall perform the work required for the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

### **34. Force Majeure**

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

### **35. Entire MOU**

This MOU, comprised of these terms and conditions, the attached exhibits, and any properly executed amendments, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties with respect to the matters set forth herein.

### **36. Execution**

This MOU, or any amendments related thereto, may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any amendments may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any amendment.

### **37. Effective Date**

This MOU shall be effective as of the last date on which the document is executed by all Parties.

### **38. Authority**

Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake the Project, and, if applicable, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Sub-Recipient's governing body, authorizing receipt of the Grant Funds, and directing and designating the authorized representative(s) of Sub-Recipient to act in connection with the Project and to provide such additional information as may be required by SCAG.

**[The remainder of this page is intentionally left blank. Signatures on following page.]**

**SIGNATURE PAGE TO  
MEMORANDUM OF UNDERSTANDING  
NO. M-003-25**

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates indicated below:

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)**

By: \_\_\_\_\_  
Cindy Giraldo  
Chief Financial Officer  
Date \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Richard Lam  
Senior Deputy Legal Counsel  
Date \_\_\_\_\_

**San Bernardino County Transportation Authority (“SBCTA”)**

By: \_\_\_\_\_  
Raymond Wolfe  
Executive Director  
Date \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Julianna Tillquist  
SBCTA General Counsel  
Date \_\_\_\_\_

Attachment: REAP 2 NOFA Lending MOU SBCOG (11123 : MOU for REAP Grant 2.0 between SCAG and SBCTA/SBCOG)



## ***Minute Action***

AGENDA ITEM: 29

***Date:*** January 8, 2025

***Subject:***

Presentation from SCAQMD on Amended Rules 1111 and 1121 and Adoption of Resolution No. 25-059

***Recommendation:***

That the Board, acting as the San Bernardino Council of Governments:

A. Receive a presentation on two proposed rules of the South Coast Air Quality Management District (SCAQMD): Proposed Amended Rule 1111 (*Reduction of nitrogen oxide (NOx) Emissions from Natural Gas-Fired Furnaces*) and Proposed Amended Rule 1121 (*Reduction of NOx Emissions from Small Natural Gas-Fired Water Heaters*).

B. Adopt Resolution No. 25-059 in opposition to SCAQMD Proposed Rules 1111 and 1121.

***Background:***

One of the functions of South Coast Air Quality Management District (SCAQMD) is to promulgate rules that assist the region in attaining federal air quality standards. Rule 1111 regulates the emissions from residential and commercial furnaces and Rule 1121 regulates the emissions from residential water heaters. The proposed amendments to the rules seek to transition to zero-emission space and water heating appliances, based on future effective dates, when existing appliances need to be replaced. A representative of SCAQMD will make a presentation to the San Bernardino Council of Governments Board of Directors (Board) on the status of these rules and plans for SCAQMD Board consideration in early 2025.

Due to the potential cost increases to homeowners, renters, and businesses associated with the implementation of Rules 1111 and 1121, staff recommends that the SBCOG Board adopt Resolution No. 25-059 opposing the proposed rules.

***Financial Impact:***

This item has no financial impact on the adopted budget for Fiscal Year 2024/2025.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. SBCOG General Counsel has reviewed this item and the draft resolution.

***Responsible Staff:***

Otis Greer, Director of Legislative and Public Affairs

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Approved  
Board of Directors  
Date: January 8, 2025

Witnessed By:

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*Entity: San Bernardino Council of Governments*

**RESOLUTION NO. 25-059****RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNCIL OF GOVERNMENTS (SBCOG) IN OPPOSITION TO SCAQMD RULES 1111 AND 1121.**

**WHEREAS**, The South Coast Air Quality District (SCAQMD) is a regional air pollution control agency representing Los Angeles, Orange, Riverside and San Bernardino counties with responsibility for regulating stationary sources of air pollution;

**WHEREAS**, The SCAQMD is considering two rules that would have a significant impact on up to 17 million South Coast homeowners, renters and businesses: Rule 1111 would regulate air emissions from gas-powered central furnaces; and Rule 1121 would regulate air emissions from residential-type, natural gas-powered water heaters;

**WHEREAS**, Rules 1111 and 1121 would impose high costs to consumers while providing limited measurable air quality benefits for the four-county SCAQMD service area;

**WHEREAS**, The two rules would ban the use of natural gas-powered furnaces and water heaters in new construction, taking effect in 2026. These rules would phase out existing natural gas furnaces and water heaters in existing single-family homes, multi-family housing, and businesses in 2027;

**WHEREAS**, Housing affordability is and will remain a top public policy priority for San Bernardino County for the foreseeable future. Local governments are being pressured to build more housing. Specifically, housing people can afford. Any regulations that increase these costs deserve scrutiny to ensure that the increased costs are met with an equal or more significant amount of benefit to the consumer;

**WHEREAS**, Unlike most SCAQMD rules that regulate large stationary sources of air pollution like oil refineries and warehouses, Rules 1111 and 1121 specifically target individual homeowners, apartment buildings, and businesses large and small, meaning that families and business owners will directly bear the costs of these two rules;

**WHEREAS**, Rules 1111 and 1121 would require retrofitting homes, apartments, and businesses with electrical panel upgrades, extensive new plumbing, and physical renovations to accommodate compliant units.

**WHEREAS**, For apartment owners, the cost to replace natural gas water heaters and furnaces with all-electric units will be passed down to tenants, leading to rent increases and placing additional financial pressure on renters in a region already struggling with housing affordability;

**WHEREAS**, Rules 1111 and 1121 will increase electricity demands. Transitioning to all-electric water heaters and furnaces means an increased demand on an electric grid that has not proven capable of consistently meeting existing demand. Water heaters and furnaces are essential elements in any house, apartment, or business. Millions of new electric water heaters and furnaces would draw power from the grid and raise the risk of power brownouts or outages.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of SBCOG:

1. Rules 1111 and 1121 will have a profound impact and impose significant costs on millions of Southern California homeowners, renters and businesses, and
2. SBCOG opposes Proposed Amended Rules 1111 and 1121 and urges the SCAQMD to indefinitely delay or cease consideration of these two anti-consumer regulations immediately.

PASSED AND ADOPTED at a meeting of the San Bernardino Council of Governments held on January 8, 2025.

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Ray Marquez, Board President  
San Bernardino Council of Governments

ATTEST:

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Marleana Roman, Clerk of the Board  
San Bernardino Council of Governments

# ADDITIONAL INFORMATION

**BOARD OF DIRECTORS ATTENDANCE RECORD – 2024**

<b>Name</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug DARK</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Paul Cook</b> Board of Supervisors	X	X	X	X		X	X		X		X	X
<b>Jesse Armendarez</b> Board of Supervisors	X	X	X	X		X	X		X	X	X	X
<b>Dawn Rowe</b> Board of Supervisors	X	X	X	X	X	X	X		X	X	X	X
<b>Curt Hagman</b> Board of Supervisors		X	X	X	X	X	X		X	X	X	X
<b>Joe Baca, Jr.</b> Board of Supervisors	X	X	X	X	X	X	X		X	X	X	X
<b>Daniel Ramos</b> City of Adelanto	X	X	X	X	X	X	X		X	X		
<b>Art Bishop</b> Town of Apple Valley	X	X	X	X	X	X	X		X		X	
<b>Carmen Hernandez</b> City of Barstow	*	X	X	X		X	X		X	X	X	X
<b>Rick Herrick</b> City of Big Bear Lake		X	*	X	X	X	X		X	X	X	X
<b>Eunice Ulloa</b> City of Chino	X	X	X	X	X	X	X		X	X	X	X
<b>Ray Marquez</b> City of Chino Hills	X	X	X	X	X	X	X		X	X	X	X
<b>Frank Navarro</b> City of Colton	X	X	X	X		X	X		X	X	X	
<b>Acquanetta Warren</b> City of Fontana	X	X	X	X		X	X		X	X	X	X
<b>Sylvia Robles</b> City of Grand Terrace	X	X	*									
<b>Bill Hussey</b> City of Grand Terrace				X	X	X	X		X	*	X	X
<b>Rebekah Swanson</b> City of Hesperia	X	X	X		X	X			X	X	X	

Communication: Attendance (Additional Information)

X = member attended meeting. \* = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

**BOARD OF DIRECTORS ATTENDANCE RECORD – 2024**

<b>Name</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug DARK</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Larry McCallon</b> City of Highland	X	*	X	X	X	X	X		X	X	X	X
<b>Bhavin Jindal</b> City of Loma Linda	X	X	X	X	X	X	X		X	X	X	X
<b>Ron Dailey</b> City of Loma Linda	X	X	X	X	*	X	X		X	X	X	X
<b>John Dutrey</b> City of Montclair	X	X	X	X	X	X	X		X	X	X	X
<b>Janet Jernigan</b> City of Needles		X	X	X		X	X		X	X	X	X
<b>Alan Wapner</b> City of Ontario	X		X	X	X	X			X	X		X
<b>L. Dennis Michael</b> City of Rancho Cucamonga	X	X	X	X	X	X	X			X	X	X
<b>Paul Barich</b> City of Redlands						*	X			*		*
<b>Deborah Robertson</b> City of Rialto				X			*		X	X		X
<b>Helen Tran</b> City of San Bernardino		*	X	X		X	X		X	X	X	X
<b>Joel Klink</b> City of Twentynine Palms	X		X	X	X		X		X	X	X	
<b>Rudy Zuniga</b> City of Upland	*	X	X	X	X	*	*		X	*	*	X
<b>Debra Jones</b> City of Victorville	X	X	X	X	X	X	X		X		X	X
<b>Bobby Duncan</b> City of Yucaipa	X	X	X	X	X	X						
<b>Rick Denison</b> Town of Yucca Valley	X	X	X	X	X	X	X		X	X	X	X
<b>Catalino Pining</b> Ex-Official Member	X	X	Rebecca Guirado	X	X	X	Kurt Heidelberg		Jesus Galvan	X	X	Rebecca Guirado

**Communication: Attendance (Additional Information)**

X = member attended meeting. \* = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

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

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

**Acronym List**

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



# AGENCY REPORTS



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a hybrid meeting on Thursday, November 21, 2024. The following is a summary of the meeting.

### **Contract Modification Requests**

The MSRC considered four contract modification requests and took the following actions:

1. City of Long Beach, Contract #MS24008 for micro transit expansion program, service expansion and approval of eleven-month term extension;
2. County of Riverside, Contract #ML18078 to purchase 15 near-zero heavy-duty vehicles, approval of two-year term extension with the condition that this be the final extension,
3. MHX, LLC, Agreement #MS21010 to deploy one overhead zero-emission crane, approval of eleven-month term extension with the condition that this be the final extension, and
4. Geographics, Contract #MS21006 for MSRC website maintenance, approval of \$1,269 contract value increase and three-month term extension.

### MSRC Website Hosting and Maintenance

The MSRC's [www.CleanTransportationFunding.org](http://www.CleanTransportationFunding.org) website is a critical tool for the operation of the MSRC's programs. The current contract for hosting and maintenance of the website will expire in June 2025. The MSRC considered and approved an RFP to identify and retain a contractor to host and maintain their existing website.

### California Energy Commission (CEC)/California Department of Transportation (Caltrans) Partnership

In August 2024, the MSRC considered a partnership opportunity for two applications being submitted by CEC/Caltrans under the U.S. Department of Transportation (U.S. DOT) Charging and Fueling Infrastructure Grant Program. One application was a resubmittal from an earlier funding round, while the other application was a new submittal. The MSRC approved a total funding commitment of \$6 million for the two applications, contingent upon receipt of funding from U.S. DOT and with the exact funding split to be determined. The resubmitted application, for the West Coast Truck Charging and Fueling Corridor Project, has received a \$102 million award from U.S. DOT. CEC/Caltrans requested the MSRC to allocate the full \$6 million as

co-funding to this project. CEC would act as project lead. The MSRC considered this request and approved a \$6 million award to CEC.

#### South Coast AQMD Technology Development Partnerships

There is a need to increase the zero emission options for Class 2B and 3 service body trucks. Additionally, many current medium-duty electric trucks require overnight charging. As also presented at the Technology Committee, South Coast AQMD and its project partners are developing projects to advance technology in these areas. Voltu Motors, Inc. proposes to develop, demonstrate and deploy 10 electric Ford F350 work trucks for the City of Riverside and Riverside Public Utilities fleets. Enevate Corporation (Enevate) has developed silicon-dominant anode advanced battery technology that allows fast charging. Enevate has proposed to partner with Evolectric, Inc., (Evolectric), for demonstration of this fast-charging battery technology on Evolectric's medium-duty vehicle platform. The MSRC considered this partnership opportunity and approved an allocation of up to \$800,000 to augment the partners' contributions as an element of the FYs 2024/27 Work Program, with specific allocations as follows:

- a. Allocate \$300,000 to the project with Voltu Motor, Inc. to develop, demonstrate and deploy up to 10 zero-emission medium-duty work trucks;
- b. Allocate \$250,000 to the project with Enevate Corporation to develop and test a fast charger battery pack for medium duty vehicle applications; and
- c. Allocate \$250,000 to the project with Evolectric, Inc. to integrate and demonstrate battery packs and faster charger developed by Enevate within two zero emission medium-duty vehicles.

#### Los Angeles County Metropolitan Transportation Authority Partnership

In January 2024, the MSRC approved a cooperative agreement with the Los Angeles County Metropolitan Transportation Authority (Metro) to pursue funding opportunities and programs to promote zero-emissions goods movement in Los Angeles County. Metro recently requested a \$3,000,000 MSRC co-funding commitment in pursuit of a grant award under the California Transportation Commission – Trade Corridor Enhancement Program (TCEP). If awarded, the TCEP grant will support two projects, by MN8 and Forum Mobility, which will construct heavy-duty truck recharging infrastructure along the I-710 corridor. This will be matched with a \$3,000,000 contribution from Metro. The MSRC considered and approved the funding allocation.

#### **FYs 24/27 Work Program Development Update**

Staff provided an update on the MSRC-TAC's progress in development of the FYs 24/27 Work Program, with reports on candidate Work Program categories under evaluation by the Partnership, Innovation, and Innovative Transportation Control Measure/Transportation Demand Management Subcommittees.

## **Contracts Administrator's Report**

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2011/12 to the present.

# COMMITTEE MEMBERSHIP

**San Bernardino County Transportation Authority (SBCTA)  
Representatives on SCAG Committees**

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County † Community of Concern Appointee	F. Navarro D. Alexander A. Warren L. Michael R. Marquez R. Denison L. Becerra C. Hagman G. Reyes	A. Warren	D. Alexander   R. Denison	F. Navarro   L. Michael R. Marquez  L. Becerra C. Hagman G. Reyes
†† San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. Terms of appointment expire December 31 of odd-numbered years.		Bill Hussey Helen Tran Jesse Armendarez	Carmen Hernandez Daniel Ramos Art Bishop	John Dutrey

**Communication: Representatives on SCAG Committees (Committee Membership)**

**Rules of Appointment**

1) SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members. 2) SCAG President appoints Regional Council members to Standing and Policy Committees.

**Terms of Appointment**

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. † Community of Concern appointee, appointed by the County Regional Council representative for a two-year term. †† SBCTA Regional Council Representative serves a two-year term from the date of appointment.

**Stipend Summary**

SCAG Regional Council members receive a \$150 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$150 stipend for up to four Policy or Task Force meetings per month.

**Meeting Information**

The regular meetings of SCAG Regional Council and Policy Committees are on the 1<sup>st</sup> Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

**Policy Committees**

**Community, Economic, and Human Development:** Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

**Energy and Environment:** Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

**Transportation:** Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

**SBCTA/SBCOG Appointments to External Agencies**

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.	12/31/26
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$150 payment from Gold Line Authority for participation.	12/31/25 12/31/24
Inland Regional Energy Network (I-REN) Program Executive Committee	Curt Hagman, County Supervisor Art Bishop, Apple Valley Bill Hussey, Grand Terrace	President	The I-REN Executive Committee consists of three representative votes from SANBAG, WRCOG, and CVAG. The committee will meet quarterly and make executive decisions regarding the overall program. Stipends for the Executive Committee are not an allowable expense under the CPUC rules.	12/31/26 12/31/26 12/31/25
Metro Gold Line Foothill Extension Construction Authority	John Dutrey, Montclair, Primary Vacant, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 12:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/26 12/31/26
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Dutrey, Montclair, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/24 12/31/24

Communication: Appointments to External Agencies (Committee Membership)

**SBCTA/SBCOG Appointments to External Agencies**

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Vacant	Board of Directors	Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.  The term of the appointment is for four years for a city representative from San Bernardino County.  Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4 <sup>th</sup> Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). Members of the Steering Committee do not receive a stipend.	12/31/28
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of \$120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	SCRRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.  On December 12, 2024 the Transit Committee approved four-year terms going forward. Members receive payment of \$100 per day from SCRRRA for participation.	12/31/25 12/31/26 12/31/26 12/31/25
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways.  SBCTA has not authorized payment of stipend for participation.	12/31/24
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Vacant	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/26

Communication: Appointments to External Agencies (Committee Membership)



### San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p><b>General Policy Committee</b>                      Membership consists of the following:                      SBCTA President, Vice President, and Immediate Past President                      4 East Valley (3 City, 1 County)*                      4 West Valley (3 City, 1 County)                      4 Mt/Desert (3 City, 1 County)                      City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea.                      Policy Committee and Board Study Session Chairs are members of this policy committee.                      All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives.                      The SBCTA Vice President shall serve as Chair of the General Policy Committee.</p>	<p>Makes recommendations to Board of Directors and:                      (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity;                      (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization;                      (3) Serves as policy review committee for any program area that lacks active policy committee oversight.</p> <p>The General Policy Committee is authorized to approve Contracts in excess of \$100,000, Contract Task Orders in excess of \$500,000, and amendments exceeding the Executive Director's authority in the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, with notification to the Board. Notification shall be made at the next regularly scheduled meeting of the Board following such approval.</p> <p>(Brown Act)</p>	<p><u>West Valley</u>                      Ray Marquez, Chino Hills (Vice Chair/President)                      John Dutrey, Montclair (TC Chair)                      Alan Wapner, Ontario                      Jesse Armendarez, Supervisor</p> <p><u>East Valley</u>                      Frank Navarro, Colton                      Larry McCallon, Highland                      Helen Tran, San Bernardino (MVSS Chair)                      Joe Baca, Jr., Supervisor</p> <p><u>Mountain/Desert</u>                      Art Bishop, Apple Valley                      Debra Jones, Victorville                      Rick Denison, Yucca Valley (Chair/Vice President)                      Dawn Rowe, Supervisor (Past President)</p> <p>Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.</p>	<p>6/30/2025                      6/30/2025                      6/30/2025                      6/30/2025</p> <p>6/30/2025                      6/30/2025                      6/30/2025                      6/30/2025</p> <p>6/30/2025                      6/30/2025                      6/30/2025                      6/30/2025</p>
<p><b>Transit Committee</b>                      Membership consists of 12 SBCTA Board Members:                      10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members.                      SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board.                      Other members are appointed by the SBCTA President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service.</p> <p>* SCRRA Primary Member                      ** SCRRA Alternate Member</p> <p>(Brown Act)</p>	<p>John Dutrey, Montclair** (Chair)                      Joe Baca, Jr., Supervisor (Vice Chair)                      Art Bishop, Town of Apple Valley                      Eunice Ulloa, Chino                      Ray Marquez, Chino Hills**                      Frank Navarro, Colton                      Acquanetta Warren, Fontana                      Bill Hussey, Grand Terrace                      Larry McCallon, Highland*                      Alan Wapner, Ontario*                      L. Dennis Michael, Rancho Cucamonga                      Rick Denison, Yucca Valley</p>	<p>Indeterminate (6/30/2025)                      12/31/2026 (6/30/2025)                      12/31/2026                      12/31/2026                      Indeterminate                      12/31/2025                      12/31/2025                      12/31/2026                      Indeterminate                      Indeterminate                      12/31/2025                      12/31/2026</p>

Communication: Committee Membership (Committee Membership)

### San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p><b>Mountain/Desert Committee</b>                      Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion.</p> <p>The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.</p> <p>(Brown Act)</p>	<p>Debra Jones, Victorville (Chair)                      Art Bishop, Apple Valley (Vice Chair)                      Daniel Ramos, Adelanto                      Carmen Hernandez, Barstow                      Rick Herrick, Big Bear Lake                      Vacant                      Josh Pullen, Hesperia                      Janet Jernigan, Needles                      Vacant, Twentynine Palms                      Rick Denison, Yucca Valley                      Paul Cook, Supervisor                      Dawn Rowe, Supervisor</p>	<p>Indeterminate (6/30/2025)                      Indeterminate                      Indeterminate                      Indeterminate                      Indeterminate                      Indeterminate                      Indeterminate                      Indeterminate                      Indeterminate</p>
<p><b>Legislative Policy Committee</b>                      Membership consists of the following:                      President, Vice-President, Immediate Past President and four Board members appointed by the Board President.</p> <ul style="list-style-type: none"> <li>- 1 East Valley member</li> <li>- 1 West Valley member</li> <li>- 1 Mountain/Desert member</li> <li>- 1 County member</li> </ul> <p>Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.</p>	<p>Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body.</p> <p>Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations.</p> <p>(Brown Act)</p>	<p>Ray Marquez, Chino Hills (President)                      Rick Denison, Yucca Valley (Vice President)                      Dawn Rowe, Supervisor (Past President)                      Larry McCallon, Highland                      Paul Cook, Supervisor                      Art Bishop, Apple Valley</p>	<p>Indeterminate                      Indeterminate                      Indeterminate                      12/31/2026                      12/31/2026                      12/31/2026</p>

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<b>Policy Committee Meeting Times</b>	General Policy Committee	Second Wednesday, 9:00 a.m., SBCTA Office
	Legislative Policy Committee	Second Wednesday, 9:30 a.m., SBCTA Office
	Transit Committee	Second Thursday, 9:00 a.m., SBCTA Office
	Mountain/Desert Committee	Third Friday, 9:30 a.m., Victorville, CA

#### Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
<p>Board of Directors Study Sessions for Metro Valley Issues                      Refer to SBCTA Policy 10007.</p>	<p>To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.</p> <p>(Brown Act)</p>	<p>Board of Directors                      Helen Tran, San Bernardino (Chair)                      Jesse Armendarez, Supervisor (Vice Chair)</p>	<p>6/30/2025                      6/30/2025</p>

**Meeting Time:** Second Thursday, 9:30 a.m., SBCTA Office

Communication: Committee Membership (Committee Membership)

**Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)**

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 11 members appointed by the SBCTA Executive Director.</p> <p>5 representing Public Transit Providers</p> <p>1 representing County Dept. of Public Works</p> <p>2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively.</p> <p>5 At Large Members representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1) Review and make recommendations on annual Unmet Transit Needs hearing findings</p> <p>(2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications</p> <p>(3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan</p> <p>(4) Review call for projects for Federal Transit Administration Section 5310 grant applications</p> <p>(5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit</p> <p>(6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit</p> <p>(7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I</p> <p>(8) Identify regional or county level areas of unmet needs</p> <p>(9) Address special grant or funding opportunities</p> <p>(10) Address any special issues of PASTACC voting and non-voting members</p> <p>(Brown Act)</p>	<p>Standing Membership –</p> <p>Morongo Basin Transit Authority</p> <p>Mountain Transit</p> <p>City of Needles Transit Services</p> <p>Omnitrans</p> <p>Victor Valley Transit Authority</p> <p>County of San Bernardino Dept. of Public Works</p> <p>At Large Membership –</p> <p>San Bernardino Dept. of Aging and Adult Services</p> <p>Foothill Aids</p> <p>Anthesis</p> <p>Reach Out Morongo Basin</p> <p>Loma Linda University Health</p>	<p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>5/31/2027</p> <p>9/30/2026</p> <p>9/30/2026</p> <p>6/30/2025</p> <p>8/31/2027</p>

**Meeting Dates and Time:** Bi monthly, beginning in January, 2<sup>nd</sup> Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

Communication: Committee Membership (Committee Membership)

**Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan**

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <p>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</p> <p>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure "I" funding.</p> <p>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</p> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Cole Jackson (A)                      Gerry Newcombe (B)                      Alex Artiaga (C)                      Chad Logan (D)                      Patrick Morris (E)                      Ray Marquez, Ex-Officio                      Ray Wolfe, Ex-Officio</p>	<p>10/31/2024                      12/31/2024                      06/30/2028                      06/30/2028                      03/01/2025</p>

**SBCTA Ad Hoc Committees**

The Brown Act does not apply to ad hoc or temporary advisory committees composed of less than a majority of the Board or a standing policy committee. The President of the Board of Directors may designate ad hoc committees to study specific projects or matters for a set time frame subject to the concurrence of the Board of Directors, and shall make appointments to the ad hoc committees. When the subject matter of the ad hoc committee is of relevance to the geographical region of the County as a whole, geographical representation should be considered and if there is lack of interested members to ensure geographical balance the Board President may seek out participation from specific members.

COMMITTEE	PURPOSE	MEMBERSHIP
<p><b>Council of Governments Ad Hoc Committee</b></p> <p>On May 1, 2024, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.</p>	<p>To provide guidance on the reviewing and updating the Bylaws and policies relating to SBCOG. At the November 6, 2024 Board meeting, staff was directed to work with the SBCOG Ad Hoc to complete the equity framework. This ad hoc has a term ending June 30, 2025.</p>	<p>Daniel Ramos, Adelanto                      Rick Herrick, Big Bear Lake                      Larry McCallon, Highland                      John Dutrey, Montclair                      L. Dennis Michael, Rancho Cucamonga                      Helen Tran, San Bernardino                      Rick Denison, Yucca Valley                      Joe Baca Jr., Supervisor</p>

Communication: Committee Membership (Committee Membership)

<p><b>Housing Trust Ad Hoc Committee</b> On January 4, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President, for a term ending December 31, 2023. On December 6, 2023, the Board approved a 6-month extension, for a new term ending June 30, 2024. On February 7, 2024, the Board approved a 6-month extension, for a new term ending December 31, 2024. On November 6, 2024, the Board approved an extension for a new term ending December 31, 2025.</p>	<p>To take a broad look into the housing trust and how it interacts with the Council of Governments. This ad hoc has a term ending December 31, 2025.</p>	<p>Daniel Ramos, Adelanto Eunice Ulloa, Chino John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Rick Denison, Yucca Valley Curt Hagman, Supervisor</p>
<p><b>Transportation Investment Plan Ad Hoc Committee</b> On June 29, 2022 the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President. At the Board Workshop on November 30, 2023, the Board approved a 1-year extension; at the December 4, 2024 Board meeting an extension was approved for a term ending March 31, 2025.</p>	<p>To look at future Measure options and make recommendations relating to any future local measure. This ad hoc has a term end date of March 31, 2025.</p>	<p>Art Bishop, Apple Valley Larry McCallon, Highland Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Debra Jones, Victorville Jesse Armendarez, Supervisor</p>

**SBCTA Technical Advisory Committees**

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p><b>Transportation Technical Advisory Committee (TTAC)</b> Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.</p>	<p>SBCTA’s Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors.  The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.</p>
<p><b>City/County Manager’s Technical Advisory Committee (CCM TAC)</b> The committee is composed of up to two representatives of the County Administrator’s Office and the city manager or administrator from each city and town in the County.</p>	<p>SBCTA’s City/County Manager’s Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG’s member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns.  The CCM TAC is a Brown Act Committee.</p>	<p>Meets bimonthly on the first Thursday of the month at 10:00 AM, at SBCTA.</p>
<p><b>Planning and Development Technical Forum (PDTF)</b> Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance.  The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).</p>

**Communication: Committee Membership (Committee Membership)**

<b>Project Development Teams</b>	Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT.
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## 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