



**VICTOR VALLEY TRANSIT AUTHORITY
REGULAR MEETING OF
THE BOARD OF DIRECTORS
Monday, August 17, 2026, 9:30 A.M.**

**Barstow City Council Chambers
220 East Mountain View Street
Barstow, CA 92311**

Victor Valley Transit Authority Board of Directors

Liz Beccera, Chair, City Victorville
Allison Lee, Vice-Chair, City of Hesperia
James Noble, Director, City of Barstow
Paul Cook, Director, County of San Bernardino
Dawn Rowe, Director, County of San Bernardino
Gabriel Reyes, Director, City of Adelanto
Curt Emick, Director, Town of Apple Valley

MISSION STATEMENT

Our mission is to serve the community with excellent public transportation services in terms of quality, efficiency, and responsiveness.

AGENDA

The Board of Directors meeting facility is accessible to people with disabilities. If assistive listening devices or other auxiliary aids or 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's telephone number is 760-948-3262 x102, (voice) or for Telephone Device for the Deaf (TDD) service, begin by calling 711 and provide the VVTA phone number and the office is located at 17150 Smoke Tree Street, Hesperia, CA. This agenda will be available and posted: Friday, August 07, 2026.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

PUBLIC COMMENTS

This is the time the Board will hear public comments regarding items on the agenda, not on the agenda, or the consent calendar. Individuals who wish to speak to the Board regarding agenda items or during public comments should fill out a comment card and submit it to the Clerk of the Board. Each speaker is allowed three (3) minutes to present their comments. The Board will not remark on public comments; however, each comment will be taken into consideration by VVTA.

CONSENT CALENDAR

Consent Calendar items shall be adopted by a single vote unless removed for discussion by Board member request.

Pg. 9 ***Item #1: Minutes from the Public Hearing and Regular Meeting of The Board of Directors Conducted July 20, 2026.***
Recommendation: Move for approval.
Presented by: None.

Pg. 19 ***Item #2: Warrants for June 2026.***
Recommendation: Move for approval.
Presented by: None.

REPORTS

Pg. 27 ***Item #3: Management Reports – Verbal Report from Chief Executive Officer.***
Recommendation: Information item only.
Presented by: Rod Goldman, CEO.

Pg. 41 ***Item #4: Transit Operations Division, Victor Valley Detail Report.***
Recommendation: Information item only.
Presented by: VVTA Transit Operations Division Victor Valley Detail.

INFORMATION ITEM

Pg. 45 ***Item #5: Future Federal and State Funding Issues Impacting VVTA.***
Recommendation: Information item only.
Presented by: Rod Goldman, CEO.

ACTION ITEMS

- Pg. 49 ***Item #6: A Resolution of the Board of Directors of Victor Valley Transit Authority Approving the Form of, and Authorizing the Execution of, a Memorandum of Understanding (MOU) Authorizing Participation in the Special District Risk Management Authority's (SDRMA) Health Benefits Program.***
Recommendation: Approve Resolution 26-03 and Authorize the Chief Executive Officer to sign Memorandum of Understanding between VVTA and SDRMA for ancillary benefits.
Presented by: Rod Goldman, CEO.
- Pg. 61 ***Item #7: Renewal of Victorville Transportation Center Lease with the City of Victorville.***
Recommendation: Approve and authorize the CEO to execute the Lease of the Victorville Transportation center with the City of Victorville location at 16838 D. Street, Victorville, CA 92395.
Presented by: Christine Plasting, Procurement Manager.

BOARD OF DIRECTORS COMMENTS

CORRESPONDENCE AND PRESS CLIPS

DATE OF NEXT MEETING

Monday, September 21, 2026, at 9:30 AM
At Victor Valley Transit Authority
17150 Smoke Tree Street
Hesperia, CA 92345

ADJOURNMENT

Victor Valley Transit Acronym List

Page 1 of 2

ADA	Americans with Disabilities Act
APTA	American Public Transit Association
AQMP	Air Quality Management Plan
BABA	Build America, Buy America
BAFO	Best and Final Offer
BEB	Battery Electric Bus
BOE	Board of Equalization
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CFP	Call for Projects
CIP	Capital Improvement Program
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
CTSA	Consolidated Transportation Services Agency
DAC	Disadvantaged Communities
DBE	Disadvantaged Business Enterprise
DBELO	Disadvantaged Business Enterprise Liaison Officer
DOD	Department of Defense
DOT	Department of Transportation
E&H	Elderly and Handicapped
EEM	Environmental Enhancement and Mitigation
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FAST	Fixing America's Surface Transportation ACT
FCEB	Fuel Cell Electric Bus (Hydrogen)
FEIS	Final Environmental Impact Statements
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
GIMS	Geographic Information Mapping Systems
GIS	Geographic Information Systems
GPS	Global Positioning System
HOV	High-Occupancy Vehicle
HVIP	Hybrid and Zero-Emission Truck and Bus Voucher Incentive Program.
IAS-FFA	Independent Auditors Statement for Federal Funding Allocation
IJA	Infrastructure Investment and Jobs Act
ITS	Intelligent Transportation Systems
JPA	Joint Powers Authority
LAP	Language Assistance Plan
LCFS	Low Carbon Fuel Standard
LCTOP	Low Carbon Transit Operations Program
LD	Liquidated Damages
LEED	Leadership in Energy and Environmental Design
LEP	Limited English Proficiency

Victor Valley Transit Acronym List

Page 2 of 2

LTF	Local Transportation Fund
MaaS	Mobility-as-a-Service
MBTA	Morongo Basin Transit Authority
MDAQMD	Mojave Desert Air Quality Management District
MDT	Mobile Display Terminal
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MTP	Metropolitan Transportation Planning
MTBP	Mass Transit Benefit Program
NEPA	National Environmental Policy Act of 1969
NOFO	Notice of Funding Opportunity
NTD	National Transit Database
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PCA	Personal Care Attendant
PTMISEA	Public Transportation Modernization Improvement and Service Enhancement Account.
POP	Program of Projects
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RTAP	Rural Technical Assistance Program
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SaaS	Software as a Service
SBCTA	San Bernardino County Transportation Authority (formerly SANBAG)
SCAG	Southern California Association of Governments
SGIP	Self-Generation Incentive Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TAM	Transit Asset Management
TCM	Transportation Control Measure
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEAM	Transportation Electronic Award and Management
TNC	Transportation Network Company
TOCP	Transit Operating and Capital Plan
TrAMS	Transit Award and Management System
TREP	Transportation Reimbursement Escort Program
TRIP	Transportation Reimbursement Incentive Program
TSP	Transit Signal Priority
TSSSDRA	Transit System Safety, Security and Disaster Response Account
ULEV	Ultra Low Emission Vehicle
UZAs	Urbanized Areas
VOMS	Vehicles Operated in Maximum Service
ZEB	Zero Emission Bus
ZEV	Zero Emission Vehicle

Victor Valley Transit Authority 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 Victor Valley Transit Authority (VVTA) Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the (VVTA) Board of Directors.

1. **Agendas** - All agendas are posted at the VVTA Administrative offices, and the Victorville, Hesperia, Barstow and Apple Valley city/town halls at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the VVTA Administrative offices located at 17150 Smoke Tree Street, Hesperia, CA 92345.
2. **Agenda Actions** - Items listed on both the "Consent Calendar" and "Action/Discussion Items" contain suggested 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 by two-thirds vote of the Board of Directors.
3. **Closed Session Agenda Items** - Consideration of closed session items exclude members of the public. These items include issues related to personnel, ending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.
4. **Public Testimony on an Item** - Members of the public are afforded an opportunity to comment on any listed item. Individuals wishing to address the Board of Directors should complete a "Request to Speak" form. A form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address 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 Chair 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. If there is a Consent Calendar, it is considered a single item; thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.
5. **Public Comment** - At the beginning of the agenda an opportunity is also provided for members of the public to speak on any subject within VVTA's authority. Matters raised under "Public Comment" may not be acted upon at that meeting. The time limits established in Rule #4 still apply.
6. **Disruptive 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 Chair may recess the meeting or order the person, group or groups of persons willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes 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, or otherwise preventing the Board from conducting its meeting in an orderly manner.

Please be aware that a NO SMOKING policy has been established for VVTA meetings. Your cooperation is appreciated!

VICTOR VALLEY TRANSIT AUTHORITY

MISSION STATEMENT

Our mission is to serve the community with excellent public transportation services in terms of quality, efficiency, and effectiveness.

QUALITY

To increase ridership and community support by exceeding expectations.

EFFICIENCY

To maintain an efficient operation that represents a highly valued service.

RESPONSIVENESS

To provide services and facilities which are responsive to the needs of the community.

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**AGENDA ITEM
ONE**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Minutes from the Regular Meeting of the Board of Directors Conducted on July 20, 2026.

SUMMARY STATEMENT

The following are copies of the minutes from the Regular Meeting of the Board of Directors conducted on July 20, 2026.

RECOMMENDED ACTION

Move for approval.

PRESENTED BY
Debi Albin,
Clerk of the Board

FISCAL IMPACT

N/A

MEETING DATE

August 17, 2026

ITEM NUMBER

1

**VICTOR VALLEY TRANSIT
REGULAR MEETING OF THE
BOARD OF DIRECTORS**

**July 20, 2026
MINUTES**

CALL TO ORDER

The Regular Meeting of the Board of Directors of the Victor Valley Transit Authority was called to order at 9:30 a.m. by Chair Becerra.

ROLL CALL

Board Members Present: Chair Liz Becerra
Vice-Chair Allison Lee
Director Curt Emick
Director James Noble
Director Gabriel Reyes
Alternate Director CJ Porter
Alternate Director Sam Shoup

Staff Members Present:

Juan Robinson, City of Victorville	Rod Goldman, VVTA
Adam Ebright, County Counsel	Sandye Martinez, VVTA
Megan Christian, VVTA	Debi Albin, VVTA
Maged Azer, VVTA	Tisha Lopez, VVTA
Chris Ackerman, VVTA	Craig Barnes, VVTA
Marie Downing, VVTA	Michelle Morris, VVTA
Christine Plasting, VVTA	Sylvia Harris, VVTA
Kristian Ibarra, VVTA	Vaness Estrada, Keolis
Elizabeth White, VVTA	Marc Elliott, VVTA
Nija Enos, VVTA	Jerry Perez, VVTA
Dustin Strandberg, VVTA	Angelina Calderon, Keolis
Rebecca Caldwell, Keolis	Lisa Arellano, Keolis
Willy Perez, Keolis	Deputy James Chapdelaine, SBCOSD

PLEDGE OF ALLEGIANCE

Alternate Director Porter led the audience in the pledge of allegiance.

ANNOUNCEMENTS

Mr. Goldman shared that there was a retirement party at the end of June for Ms. Nancie Goff, and he extended his thanks to all the staff involved in making it happen. Additionally, Mr. Goldman gave a special shout out to Vice-Chair Lee for assisting with the decorations.

Next, Mr. Goldman congratulated Christine Plasting, Procurement Manager, on receiving her CPPO Certification. Employee of the Month Yvette Favors cannot attend the meeting, however, Mr. Goldman wanted to recognize Ms. Favors for her perfect attendance and willingness to step in wherever needed.

On July 4th, Mr. Goldman said, VVTA participated in the Firecracker express, transporting hundreds of Barstow area residents to the Independence Day celebration.

Lastly, Mr. Goldman stated that earlier this month staff participated in a meeting with SBCTA, and local transit providers in San Bernardino County regarding the renewal of Measure I that will be on the ballot in November. Measure I is the half-cent sales tax collected in the County for transportation improvements and is used by VVTA to fund ADA paratransit and CTSA services.

PUBLIC COMMENTS

None.

CONSENT CALENDAR

1. **Minutes from the Public Hearing and Regular Meeting of the Board of Directors Conducted June 15, 2026.**
Recommendation: Move for approval.
Presented by: None.
2. **Warrants, May 2026.**
Recommendation: Move for approval.
Presented by: None.

A MOTION WAS MADE BY Director Reyes to approve the Consent Calendar and Seconded by Director Noble. Director Emick abstained. The motion passed.

REPORTS

3. **Management Reports for Hesperia and Barstow Divisions – Verbal Report from Chief Executive Officer.**
Recommendation: Information item only.
Presented by: Rod Goldman, CEO.

Mr. Goldman shared some recently implemented service changes as of July 5th. This includes dedicated service from the VVTC to the Wellness Center in Victorville on Route 31. Additionally, two new weekday roundtrips on Route 15 operating directly between the VVTC and Cal State San Bernardino. These express trips are called Route 15X and are in response to requests for expedited service between these locations.

Also, in the Board packet on page 31 is a new chart that has been added to reflect the year-over-year review of ridership for May 2025 and May 2026. Fixed-route - Ridership increased by 16% from May 2025. Significant increases on most core routes we believe attributed to better service reliability and OTP. Commuter Bus – Ridership down slightly however this reflects a retention of most riders after the reduction of underutilized trips in Nov. 2025. Demand Response – Also down slightly but nearly identical between May 2025 and May 2026.

Regarding on-time performance, Mr. Goldman shared that Fixed-route service has been near or exceeding the 85% target for the last year, and except for last May, Direct Access service has also been near or exceeding the 85% target for the last year. Micro-Link has a 90% on-time target and has been at or close to target since service adjustments in Oct. of 2025.

4. Victor Valley Transit Authority Sheriff's Division Unit Verbal Report.

Recommendation: Information item only.

Presented by: VVTA, Sheriff Division Unit.

Deputy Chapdelaine stated that during the month of June, the Transit Division saw 2,200 public contacts, 55 arrests, 26 uniformed bus rides, 176 bus stop checks, 72 reports generated and 88 citations issued.

On Monday, June 8, 2026, Deputy Williams from Metrolink assisted Deputy Ko on Route 15 in Fontana, CA. The VVTA bus driver reported that multiple passengers saw a male passenger with a firearm on the bus. Fontana Police Department and Deputy Williams responded investigated the incident. With the assistance of Keolis employee the allegations regarding the firearm were found to be untrue, however, the male was extremely intoxicated to the point of being unable to care for himself and was arrested.

Several times throughout the month of June, deputies conducted proactive patrols of the Victorville Transit Center and observed criminal activity. Several arrests were made related to narcotic possession and trespassing. Additionally, deputies responded several times when security reported suspicious activity, including people causing disturbances or trespassing on the property without utilizing the transit center. The team remains committed to ensuring a safe environment for the public to utilize and enjoy the services of the public transportation system.

5. Hydrogen Fueling Station Update.

Recommendation: Information item only.

Presented by: Dustin Strandberg, CMO.

Mr. Strandberg shared a brief update regarding the hydrogen buses. In February of this year, VVTA planned to release its Fuel Cell Electric Buses into service. Unfortunately, prior to VVTA releasing FCEBs into service, a catastrophic event occurred in Colton California where a trailer had a rapid, unscheduled disassembly and two lives were lost.

This event of course doesn't involve VVTA, or its contractor Linde. However, the event is of significance to VVTA as the trailer was of similar make and model to the ones VVTA is utilizing.

After this event VVTA halted operations of its hydrogen station until more information could be gathered and the trailer(s) assessed by Linde. Linde also did not allow the use of their equipment during this time. While VVTA has not been provided with official information on the investigation, Linde has mentioned that they are retrofitting the trailers for improved safety and have improved their internal standard operating procedures to reduce the risk of events like the one in Colton.

Mr. Strandberg continued that Linde has also declared a force majeure with their production plan on their 500-bar gaseous side and is undergoing retrofits for improved safety. Now at the final stretch, first two trailers have been retrofit and will be delivered to VVTA as soon as the Ontario plant is accepting 500 bar gaseous trailer fueling. VVTA is being told that parts are on order for the Ontario plant, with approximately a 5-week lead time (mid-August delivery). While no date is being provided to VVTA, we are expected completion around the end of August to mid- September.

VVTA will be utilizing an 180-bar trailer to get *some* hydrogen for the FCEB's. The first trailer will be provided to VVTA next week (week of 7/27/26). There was a brief question and answer period between the Board and Mr. Strandberg.

INFORMATION ITEM

6. Opening of Public Comment Period for Proposed FY27 Fare Adjustment.

Recommendation: Information item only.

Presented by: Rod Goldman, CEO.

Mr. Goldman shared a PowerPoint presentation with the Board outlining several reasons for a fare increase as well as a new method of obtaining equitable fare practices. These fare changes would provide several benefits for passengers including:

- Fare Payments Using Credit and Debit Cards
- Fare Capping (pay-as-you-go with a cap on the daily, weekly, and monthly cost)
- Increased Investment in Service Quality Improvements (Increased service, new buses, passenger amenities)
- Streamlined Fare Structure

With the proposed fare modifications, Mr. Goldman explained, VVTA regular and student fares for local fixed route service would increase by twenty-five cents from \$1.50 to \$1.75. County fixed-route fares would be decreased to match Local fixed route service. Micro-Link fares would also be adjusted to match local fixed route service. Day Passes and Monthly Passes would be eliminated and replaced by the new Fare Capping program which would cap the amount of fares paid by a passenger for travel within a day, week,

and month.

A table attached to the Board item outlines the proposed FY27 fare modifications. Next steps in the public outreach process include the following:

- Begin a 30-Day Public Hearing Process in August 2026
- Receive and Review Public Comment
- Provide Recommendations to the Board on September 21, 2026
- Conduct a Public Education Program on Fare Changes
- Implement Fare Modifications on January 3, 2027 (Pending Board Approval)

There was a lively discussion between the Board and Mr. Goldman, clarifying some of the details of the proposed fare plan.

ACTION ITEMS

7. **Authorize the Purchase of Additional Battery Strings and Amend the VVTA TDA Claim to Re-Allocate Surplus Local Transportation Funds (LTF).**

Recommendation: Authorize the Purchase of Additional Battery Strings and Amend the VVTA TDA Claim to Re-Allocate Surplus Local Transportation Funds.
Presented by: Megan Christian, Financial Analyst, Grants.

Ms. Christian explained that due to a manufacturer recall, New Flyer is replacing the battery packs on VVTA's buses at no cost to the agency. As part of that work, staff is recommending taking advantage of this opportunity to add a sixth battery string to each bus, which will increase vehicle range and improve operational flexibility.

This budget amendment requests the reallocation of approximately \$250,000 in surplus Local Transportation Fund (LTF) monies from previously completed projects to fund the purchase and installation of the additional battery strings.

After a few questions from the Board, it was reiterated that there is no cost to VVTA.

A MOTION WAS MADE BY Alternate Director Porter to approve the recommended action and Seconded by Director Noble. The motion passed unanimously.

8. **Release IFB 2027-01 – Construction Services for Building Modifications for Maintaining Hydrogen Fuel Cell Buses.**

Recommendation: Approve the release of IFB 2027-01 Construction Services for Building Modifications for Maintaining Hydrogen Fuel Cell Buses.
Presented by: Christine Plasting, Procurement Manager.

Ms. Plasting explained the need for a safety feature for detecting hydrogen to be built into the Maintenance Shop in order for the FCEB's to be serviced.

A MOTION WAS MADE BY Director Reyes to approve the recommended action and Seconded by Director Noble. The motion passed unanimously.

BOARD OF DIRECTORS COMMENTS

The Board welcomed Mr. Goldman into his new role as CEO and thanked the staff for their hard work.

DATE OF NEXT MEETING

The next Board meeting will be on Monday August 17, 2026, Barstow City Council Chambers, 220 East Mountain View Street, Barstow, Ca 92311.

ADJOURNMENT

The meeting was adjourned at 10:43 am.

APPROVED: _____
Liz Becerra, Chair

ATTEST: _____
Debi Albin, Clerk of the Board

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AGENDA ITEM TWO

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Payrolls and Warrants for June 2026.

SUMMARY STATEMENT

The following registers of Payrolls and Warrants have been audited as required by Section 37202 and 37208 of the Government code, and said documents are accurate and correct.

Agency's Gross Payroll for Administrative Employees

<u>Payroll Date</u>	<u>Amount</u>	<u>Register#</u>
6/12/26	\$153,255.87	PR-133-06-26
6/26/26	\$151,262.88	PR-144-06-26
Total Payroll	\$304,518.75	

Agency's Register of Warrants

<u>Register Date</u>	<u>Amount</u>	<u>Check /ACH#</u>	<u>Register #</u>
6/4/26	\$3,799,573.31	334/1-336/2	AP-05-2026
6/17/26	\$635,076.54	3054-339/6	AP-05-2026
6/29/26	\$3,890,454.07	340/1-3179	AP-05-2026
	\$8,325,103.92		

RECOMMENDED ACTION

Approve VVTA's expenditures for June 2026.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Maged Azer, CFO	\$8,629,622.67	August 17, 2026	2

**Victor Valley Transit Authority
Parent Company
Check Register
June 1, 2026 - June 30, 2026**

Check Number	Vendor	Date	Amount
00000334/1	Allison Lee	6/2/2026	\$200.00
00000334/2	Christopher Porter	6/2/2026	\$200.00
00000334/3	Curt Emick	6/2/2026	\$200.00
00000334/4	Elizabeth Becerra	6/2/2026	\$200.00
00000334/5	James Noble	6/2/2026	\$200.00
00000334/6	Samuel Shoup	6/2/2026	\$200.00
00000335/1	Public Entity Risk Management Auth	6/4/2026	\$1,399.00
3032	Aramark Refreshment Services, LLC	6/4/2026	\$52.50
3033	CAPPO	6/4/2026	\$595.00
3034	Southern California Edison	6/4/2026	\$4,685.76
3035	Southern California Edison	6/4/2026	\$6,002.30
3036	Paragon ID High Point US	6/4/2026	\$6,335.70
3037	Exemplifai LLC	6/4/2026	\$11,575.00
3038	Golden State Water Company	6/4/2026	\$528.75
3039	Golden State Water Company	6/4/2026	\$287.80
3040	Golden State Water Company	6/4/2026	\$54.33
3041	Golden State Water Company	6/4/2026	\$651.06
3042	Golden State Water Company	6/4/2026	\$546.23
3043	HI-Desert Communications	6/4/2026	\$1,308.00
3044	Konica Minolta Business Solutions	6/4/2026	\$309.85
3045	Patterson Ink	6/4/2026	\$70.00
3046	Principal Life Insurance Company	6/4/2026	\$3,603.65
3047	Ring Central, Inc.	6/4/2026	\$2,569.08
3048	Sonic Systems, Inc.	6/4/2026	\$8,950.00
3049	State Compensation Insurance Fund	6/4/2026	\$2,402.41
3050	Southwest Gas	6/4/2026	\$11.00
3051	Southwest Gas Corporation	6/4/2026	\$51,383.48
3052	TMD Transportation Management & Design	6/4/2026	\$3,770.40
3053	Verizon	6/4/2026	\$7,138.19
00000332/1	Keolis Transit Services, LLC	6/5/2026	\$2,676,003.04
00000333/1	Keolis Transit Services, LLC	6/5/2026	\$761,409.55
00000336/1	San Bernardino County Sheriff's Department	6/9/2026	\$245,709.00
00000336/2	GMV Syncromatics	6/9/2026	\$1,022.23
3054	ADARide.com LLC	6/11/2026	\$4,280.00
3055	Charter Communications	6/11/2026	\$113.20
3056	Charter Communications	6/11/2026	\$1,099.00
3057	Charter Communications	6/11/2026	\$185.32
3058	Charter Communications	6/11/2026	\$749.00
3059	Charter Communications	6/11/2026	\$1,649.00
3060	Charter Communications	6/11/2026	\$820.00

3061	Charter Communications	6/11/2026	\$329.99
3062	Charter Communications	6/11/2026	\$242.07
3063	Charter Communications	6/11/2026	\$269.99
3064	Diamond Environmental Services, LP	6/11/2026	\$796.55
3065	Konica Minolta Business Solutions	6/11/2026	\$47,911.25
3066	Loomis	6/11/2026	\$1,260.72
3067	San Bernardino County	6/11/2026	\$666.25
3068	ShredYourDocs.com	6/11/2026	\$90.00
3071	Amazon Business	6/17/2026	\$1,330.72
3072	Aramark Refreshment Services, LLC	6/17/2026	\$13.21
3073	The Bank Of New York Mellon	6/17/2026	\$2,200.00
3074	Beck Oil, Inc.	6/17/2026	\$3,077.26
3075	City of Barstow	6/17/2026	\$435.59
3076	City Of Victorville	6/17/2026	\$779.72
3077	Commute With Enterprise	6/17/2026	\$158,507.00
3078	Southern California Edison	6/17/2026	\$1,948.84
3079	Southern California Edison	6/17/2026	\$20,772.63
3080	Southern California Edison	6/17/2026	\$159.67
3081	High Desert Lock & Safe	6/17/2026	\$13.47
3082	Konica Minolta Business Solutions	6/17/2026	\$625.00
3083	Patterson Ink	6/17/2026	\$42.65
3084	Pinnacle Petroleum, Inc.	6/17/2026	\$35,565.50
3085	PSOMAS	6/17/2026	\$12,050.10
3086	Southwest Gas Corporation	6/17/2026	\$481.76
3087	Southwest Gas Corporation	6/17/2026	\$491.27
3088	Southwest Gas Corporation	6/17/2026	\$211.48
3089	TMD Transportation Management & Design	6/17/2026	\$8,796.26
3090	West Coast Fleet Services, Inc.	6/17/2026	\$361.15
00000338/1	Abundant Living Family Church HD	6/22/2026	\$1,200.00
00000338/2	Keolis Transit Services, LLC	6/22/2026	\$10,500.00
00000338/3	Oracle America, Inc.	6/22/2026	\$39,130.78
00000338/4	RideCo US, Inc	6/22/2026	\$153.00
00000338/5	GMV Syncromatics	6/22/2026	\$1,025.09
3091	AIA Corporation	6/25/2026	\$73.99
3092	Allied Universal Security Services	6/25/2026	\$8,996.79
3094	Aramark Refreshment Services, LLC	6/25/2026	\$347.98
3095	Bonnie Baker Senior Center	6/25/2026	\$1,841.90
3096	City Of Hesperia	6/25/2026	\$4,073.14
3097	Diamond Environmental Services, LP	6/25/2026	\$796.55
3098	Southern California Edison	6/25/2026	\$4,371.49
3099	Southern California Edison	6/25/2026	\$6,538.18
3100	Southern California Edison	6/25/2026	\$12,928.18
3101	Paragon ID High Point US	6/25/2026	\$7,176.15
3102	Executive Advertising	6/25/2026	\$973.10
3103	Foothill AIDS Project	6/25/2026	\$5,480.00
3104	Frontier	6/25/2026	\$106.30
3105	Golden State Water Company	6/25/2026	\$528.59

3106	Golden State Water Company	6/25/2026	\$605.18
3107	Golden State Water Company	6/25/2026	\$54.00
3108	Golden State Water Company	6/25/2026	\$765.84
3109	Golden State Water Company	6/25/2026	\$557.53
3110	Governmentjobs.com, Inc.	6/25/2026	\$2,500.00
3111	High Desert Laser Graphics	6/25/2026	\$54.38
3112	AIA Corporation	6/25/2026	\$2,161.60
3113	Industrial Diecast Design, LLC	6/25/2026	\$14,156.78
3114	Inter-Con Security Systems, Inc.	6/25/2026	\$41,213.09
3115	Jazmin Castro	6/25/2026	\$550.42
3116	K2 Calibrations LLC	6/25/2026	\$7,867.25
3117	Southwest Gas Corporation	6/25/2026	\$31.05
3118	Southwest Gas	6/25/2026	\$97,719.52
3119	Southwest Gas	6/25/2026	\$11.00
3120	Southwest Gas	6/25/2026	\$16.51
3121	Southwest Gas Corporation	6/25/2026	\$46,418.87
3122	Think Graphic Design	6/25/2026	\$440.00
3123	Trona Community Senior Center	6/25/2026	\$4,186.69
00000339/1	Allison Lee	6/26/2026	\$200.00
00000339/2	Christopher Porter	6/26/2026	\$200.00
00000339/3	Elizabeth Becerra	6/26/2026	\$200.00
00000339/4	Gabriel Reyes	6/26/2026	\$200.00
00000339/5	James Noble	6/26/2026	\$200.00
00000339/6	Samuel Shoup	6/26/2026	\$200.00
00000340/1	Keolis Transit Services, LLC	6/29/2026	\$2,562,124.60
00000341/1	Keolis Transit Services, LLC	6/29/2026	\$749,641.22
3124	Frontier	6/29/2026	\$338.37
3125	HI-Desert Communications	6/29/2026	\$1,308.00
3126	Konica Minolta Business Solutions	6/29/2026	\$256.59
3127	USA TODAY Media Corp.	6/29/2026	\$467.32
3128	Mark Christopher Chevrolet Inc.	6/29/2026	\$168,911.00
3129	Optibus, Inc.	6/29/2026	\$50,312.00
3130	Relay, Inc.	6/29/2026	\$7,920.00
3131	ShredYourDocs.com	6/29/2026	\$90.00
3132	Sonic Systems, Inc.	6/29/2026	\$8,950.00
3133	Stantec Consulting Services Inc.	6/29/2026	\$15,888.76
3134	Swiftly	6/29/2026	\$14,257.00
3135	The Dealership Doctor's, Inc.	6/29/2026	\$5,905.78
3137	Verizon	6/29/2026	\$7,831.69
3138	4AP Holdings Inc.	6/29/2026	\$4,627.23
3139	ADARide.com LLC	6/29/2026	\$4,029.00
3140	Allied Universal Security Services	6/29/2026	\$9,331.11
3141	Aramark Refreshment Services, LLC	6/29/2026	\$52.50
3142	Beck Oil, Inc.	6/29/2026	\$356.18
3143	Clean Energy	6/29/2026	\$1,600.00
3144	Southern California Edison	6/29/2026	\$13,034.09
3145	Southern California Edison	6/29/2026	\$7,061.70

3146	Southern California Edison	6/29/2026	\$26,120.33
3147	Southern California Edison	6/29/2026	\$184.56
3148	Genfare, LLC	6/29/2026	\$28,208.61
3149	Inter-Con Security Systems, Inc.	6/29/2026	\$43,233.62
3150	Loomis	6/29/2026	\$1,394.70
3151	Patterson Ink	6/29/2026	\$683.09
3152	Rotary Club Of Victorville	6/29/2026	\$171.67
3153	San Bernardino County	6/29/2026	\$1,230.00
3154	Sonic Systems, Inc.	6/29/2026	\$880.00
3155	Stantec Consulting Services Inc.	6/29/2026	\$5,573.00
3156	Southwest Gas Corporation	6/29/2026	\$213.26
3157	Southwest Gas Corporation	6/29/2026	\$72.45
3158	Southwest Gas Corporation	6/29/2026	\$68.77
3159	4AP Holdings Inc.	6/29/2026	\$4,627.23
3160	ADARide.com LLC	6/29/2026	\$4,029.00
3161	Allied Universal Security Services	6/29/2026	\$9,331.11
3162	Aramark Refreshment Services, LLC	6/29/2026	\$52.50
3163	Beck Oil, Inc.	6/29/2026	\$356.18
3164	Clean Energy	6/29/2026	\$1,600.00
3165	Southern California Edison	6/29/2026	\$13,034.09
3166	Southern California Edison	6/29/2026	\$7,061.70
3167	Southern California Edison	6/29/2026	\$26,120.33
3168	Southern California Edison	6/29/2026	\$184.56
3169	Genfare, LLC	6/29/2026	\$28,208.61
3170	Inter-Con Security Systems, Inc.	6/29/2026	\$43,233.62
3171	Loomis	6/29/2026	\$1,394.70
3172	Patterson Ink	6/29/2026	\$683.09
3173	Rotary Club Of Victorville	6/29/2026	\$171.67
3174	San Bernardino County	6/29/2026	\$1,230.00
3175	Sonic Systems, Inc.	6/29/2026	\$880.00
3176	Stantec Consulting Services Inc.	6/29/2026	\$5,573.00
3177	Southwest Gas Corporation	6/29/2026	\$213.26
3178	Southwest Gas Corporation	6/29/2026	\$72.45
3179	Southwest Gas Corporation	6/29/2026	\$68.77
Total			\$8,325,103.92

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**AGENDA ITEM
THREE**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Management reports.

SUMMARY STATEMENT

The attached Performance Reports are presented to the Board of Directors to provide an overview of the transit system's costs and performance.

- Keolis invoice for June 2026.
- Monthly Performance Statistics Systemwide Summary.
- Monthly Ridership Report.
- June 2025 over June 2026 Ridership - Comparison by Mode.
- VVTA FY26 Annual Ridership – All Modes.
- Monthly ADA Denial Report.
- Monthly Road Call Report.
- Keolis On Time Performance Report.

RECOMMENDED ACTION

Information items only.

PRESENTED BY
Rod Goldman,
CEO

FISCAL IMPACT

N/A

MEETING DATE

August 17, 2026

ITEM NUMBER

3



Keolis Transit Services

17150 Smoke Tree St.

Hesperia Calif. 92345

BILL TO Victor Valley Transit Authority
17150 Smoke Tree St.
Hesperia, CA 92345

Attention: Mrs. Nancie Goff
Chief Executive Officer

INVOICE NO. 0060311-IN

DATE

7/7/2026

CONTRACT NAME:
Victor Valley Transit

MONTH June 2026

BILLING PERIOD 06/01/2026 - 06/30/2026

	Budgeted Revenue hours	Actual Revenue hours	Variance in Missed Service	Rate Year 2	Budgeted Revenue USD	Actual Revenue USD	Allocated Fixed Cost	Variance (+ or -)	Budgeted Expense Year-to-date	Actual Expense Year-to-date	Variance (+ or -) Year-to-date
ADA ParaTransit	3,685.36	3,703.73		91.89	\$338,647.73	\$340,335.73	\$168,115.80	\$1,688.00	\$4,168,864.24	\$3,814,797.80	(\$354,066.44)
Subscription	1,162.06	1,454.17		91.89	\$106,781.69	\$133,623.27	\$56,038.60	\$26,841.57	\$1,286,463.03	\$1,671,721.00	\$385,257.97
Microlink	1,273.91	1,171.29		91.89	\$117,059.59	\$107,630.13	\$56,038.60	(\$9,429.46)	\$1,410,321.93	\$1,338,097.36	(\$72,224.57)
Regional Fixed Rt	11,733.27	11,610.15	(25.32)	91.96	\$1,078,991.51	\$1,067,669.39	\$549,178.28	(\$11,322.12)	\$13,050,649.61	\$12,826,958.75	(\$223,690.87)
Route 15	727.28	784.50	(1.18)	91.96	\$66,880.67	\$72,142.62	\$33,623.16	\$5,261.95	\$817,410.38	\$863,394.97	\$45,984.58
Fort Irwin	252.00	306.83	(4.39)	89.14	\$22,463.28	\$27,350.83	\$11,207.72	\$4,887.55	\$336,093.45	\$393,543.31	\$57,449.86
SUBTOTALS	\$18,833.88	\$19,030.67	-\$30.89		\$1,730,824.47	\$1,748,751.97	\$874,202.16	\$17,927.50	\$21,069,802.64	\$20,908,513.18	-\$161,289.46

TOTAL INVOICE

\$2,622,954.13

Please REMIT TO:
Keolis Transit Services, LLC
53 State Street, 11th Floor
Boston, MA 02109
ARDept@keolisna.com

Manager's Signature and Business Phone

INVOICE NO. 0060312-IN

KEOLIS

Keolis Transit Services

17150 Smoke Tree St.

Hesperia Calif. 92345

BILL TO Victor Valley Transit Authority
17150 Smoke Tree St.
Hesperia, CA 92345

DATE

7/7/20526

CONTRACT NAME:

Victor Valley Transit

Attention: Mrs. Nancie Goff
Chief Executive Officer

MONTH **June 2026**

BILLING PERIOD 06/01/2026

	Budgeted Revenue hours	Actual Revenue hours	Variance in Missed Service	Rate Year 2	Budgeted Revenue USD	Actual Revenue USD	Allocated Fixed Cost	Variance (+ or -)	Budgeted Expense Year-to-date	Actual Expense Year-to-date	Variance (+ or -) Year-to-date
County	1,539.58	1,605.68	(2.29)	91.96	\$141,579.78	\$147,658.33	67,246.32	\$6,078.56	\$1,736,835.68	\$1,800,322.08	\$63,486.40
Barstow-Fixed Route	2,102.31	2,108.14	(1.02)	91.96	\$193,328.43	\$193,864.55	100,869.48	\$536.13	\$2,341,960.96	\$2,331,891.34	(\$10,069.63)
Barstow-County	1,239.47	1,172.47	(1.14)	91.96	\$113,981.66	\$107,820.34	56,038.60	(\$6,161.32)	\$1,382,134.89	\$1,299,427.00	(\$82,707.89)
Barstow-DAR	433.40	554.32		91.89	\$39,825.13	\$50,936.68	22,415.44	\$11,111.55	\$490,240.04	\$624,185.63	\$133,945.59
SUBTOTALS	5,314.76	5,440.61	(4.45)		\$488,714.99	\$500,279.90	246,569.84	\$11,564.91	\$5,951,171.57	\$6,055,826.04	\$104,654.47

TOTAL INVOICE

\$746,849.74

Please REMIT TO:

Keolis Transit Services, LLC

53 State Street, 11th Floor

Boston, MA 02109

ARDept@keolisna.com

Manager's Signature and Business Phone



FY 2026 -- Monthly Performance Statistics by Mode
Systemwide Summary
All Routes

Performance Statistics for June

Mode	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Passengers Per Rev. Hour	Operating Cost Per Passenger	Operating Cost Per Rev. Hour	Passenger Revenue Per Passenger	Passenger Revenue Per Rev. Hour	Farebox Recovery Ratio
Bus (Motorbus)	84,565	17,277.4	\$3,599,926	\$211,443	4.9	\$42.57	\$208.36	\$2.50	\$12.24	5.87%
Commuter Bus	2,314	306.8	\$69,089	\$18,239	7.5	\$29.86	\$225.17	\$7.88	\$59.44	26.40%
Demand Response	10,563	7,044.5	\$1,286,813	\$61,629	1.5	\$121.82	\$182.67	\$5.83	\$8.75	4.79%
System Total	97,442	24,628.7	\$4,955,827	\$291,311	4.0	\$50.86	\$201.22	\$2.99	\$11.83	5.88%



Monthly Ridership Report

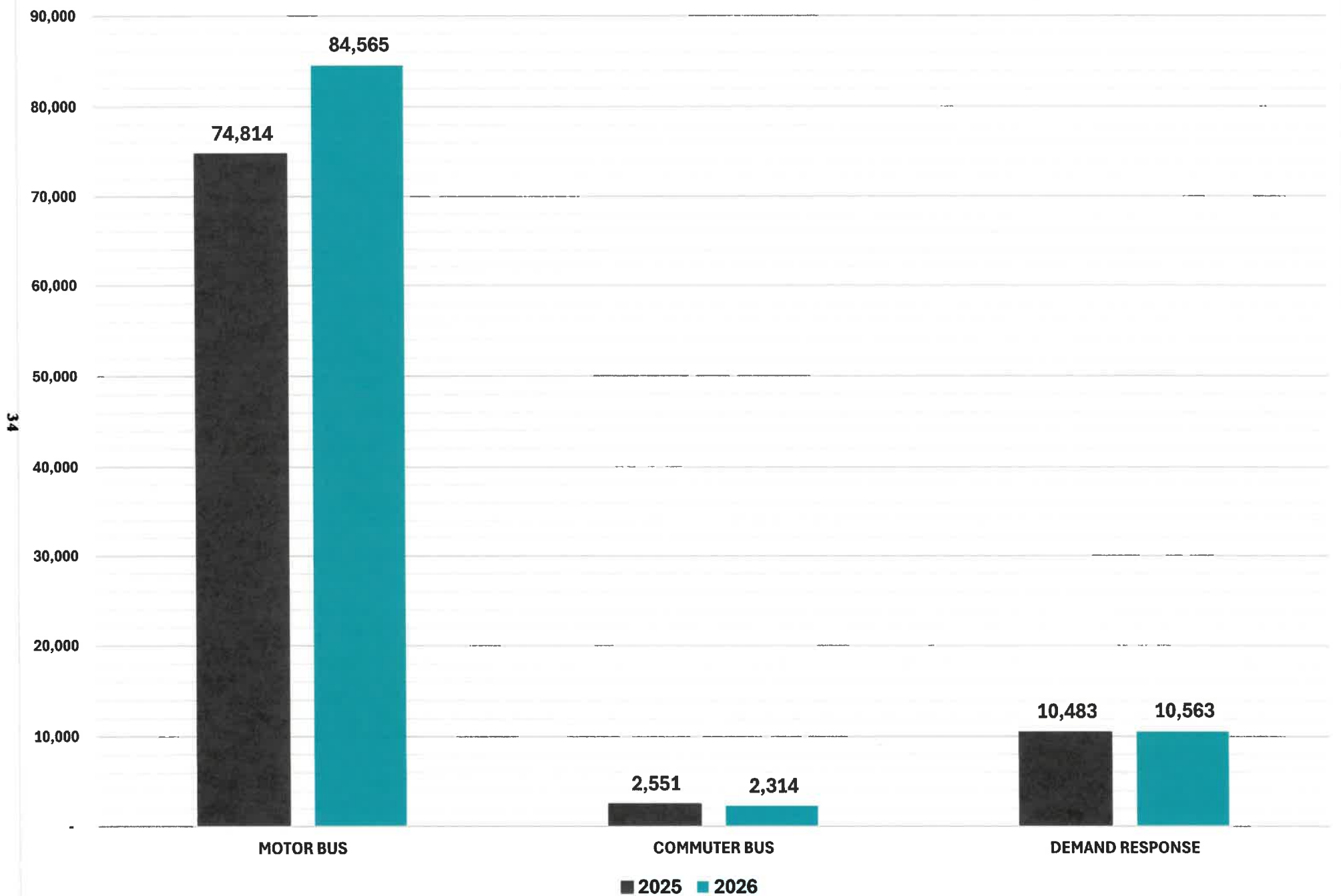
June, FY 2026

Bus (Motorbus), Commuter Bus, Demand Response Only

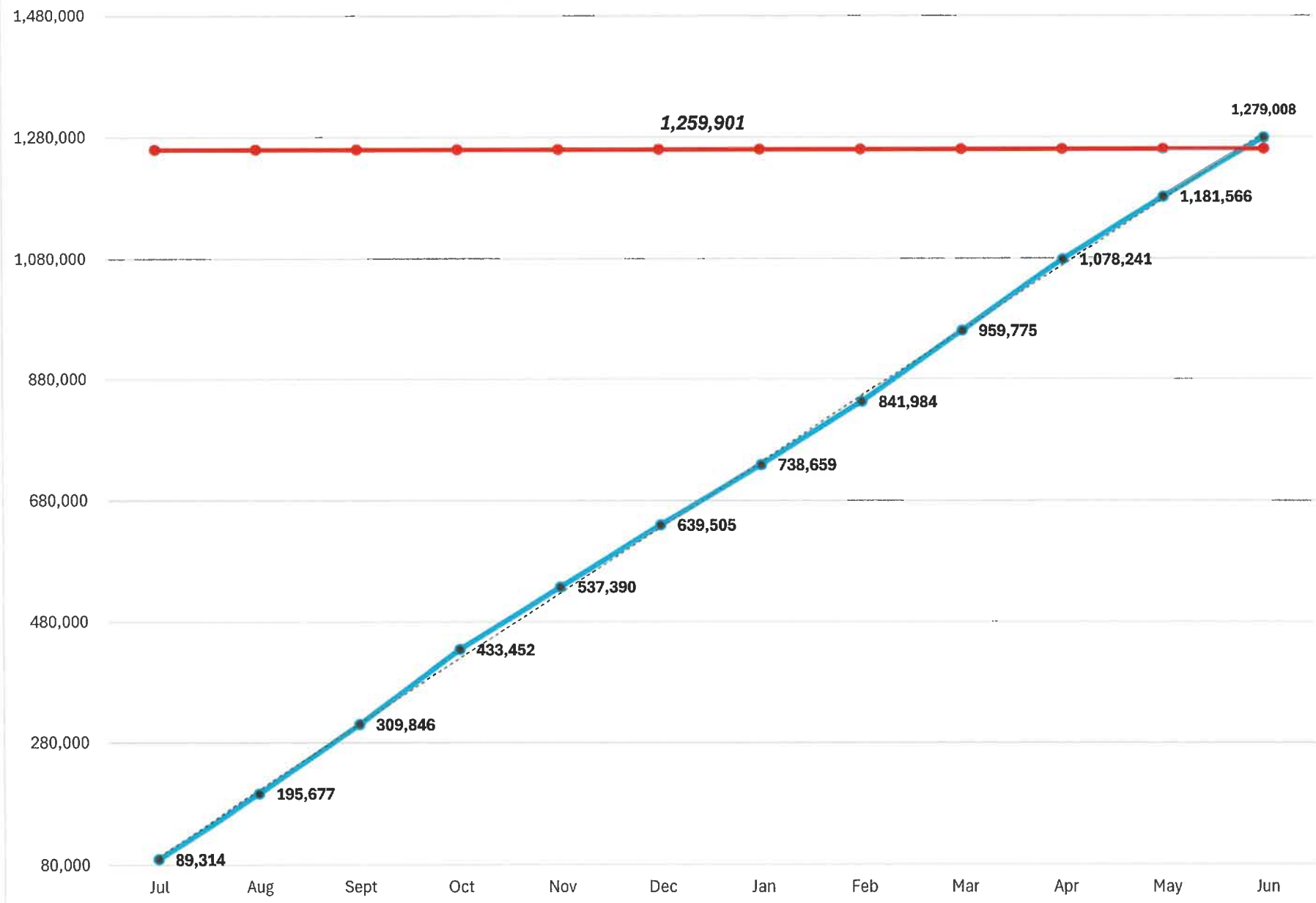
Total (All Day Types)

Mode	Passengers		Passengers Per Revenue Hour		Farebox Recovery Ratio	
	Prior Year	Current Year	Prior Year	Current Year	Prior Year	Current Year
Bus (Motorbus)	74,814	84,565	4.5	4.8	2.14%	5.87%
Commuter Bus	2,551	2,314	5.5	7.5	23.15%	26.40%
Demand Response	10,483	10,563	1.6	1.5	2.34%	4.79%
System Total	87,848	97,442	3.7	3.9	2.58%	5.88%

JUNE 2025 TO JUNE 2026 RIDERSHIP COMPARISON BY MODE



VVTA FY26 ANNUAL RIDERSHIP - ALL MODES



ADA Dispatch Denial Report For the Month of June 2026

[illegible]

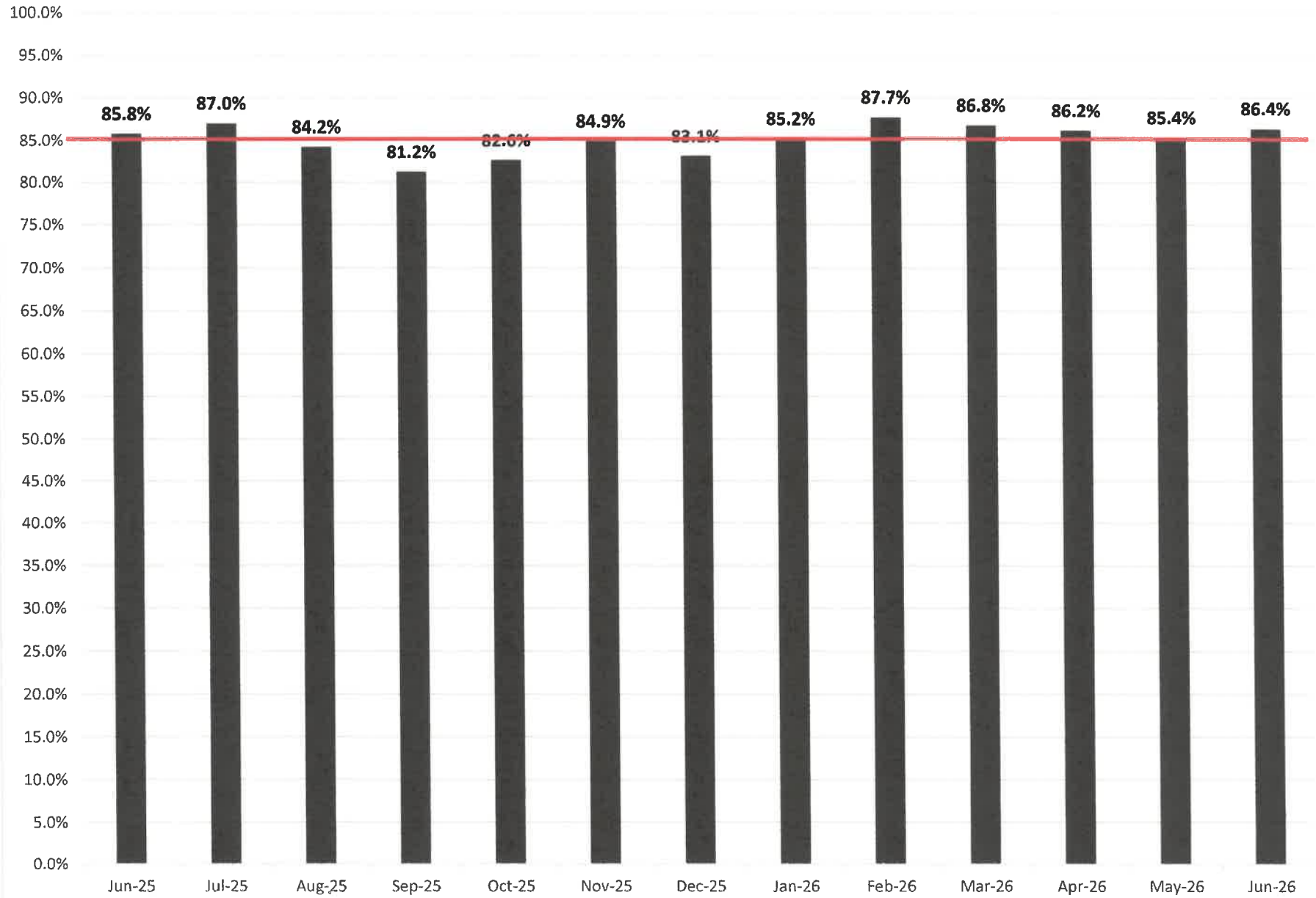
JUNE
Major and Non-Major
Miles Between Road Calls

Total Miles	2025	2026
Demand Response	67,279	65,853
Commuter Bus	17,667	12,040
Motor Bus	245,528	256,941
Total Miles	330,474	334,834

Total Road Calls	2025	2026
Demand Response	9	10
Commuter Bus	3	3
Motor Bus	39	38
Total Road Calls	51	51

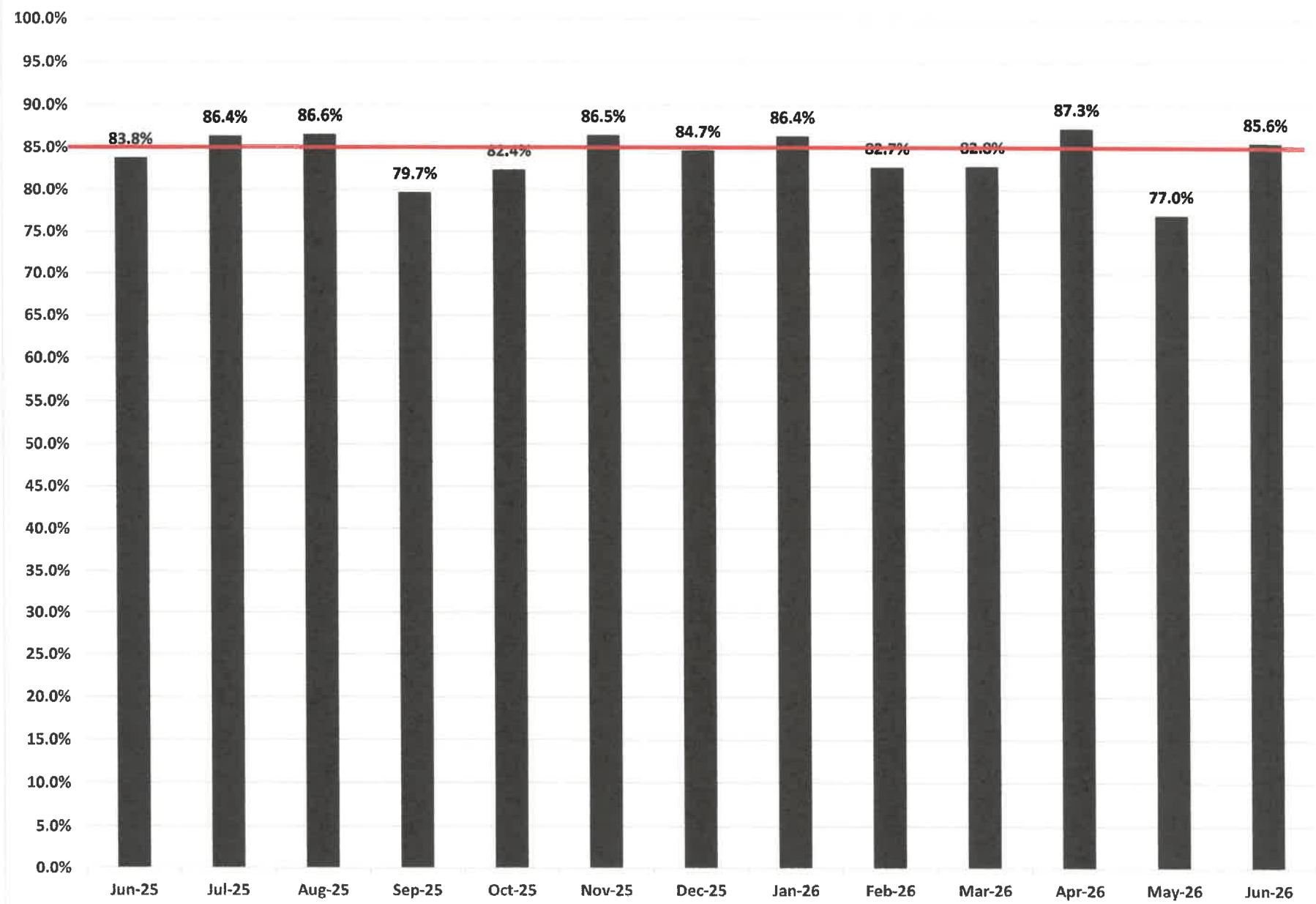
Miles Between Road Calls	2025	2026
Demand Response	7,475	6,585
Commuter Bus	17,018	4,013
Motor Bus	6,296	6,762
Total System	6,480	6,565

OTP - Fixed Route

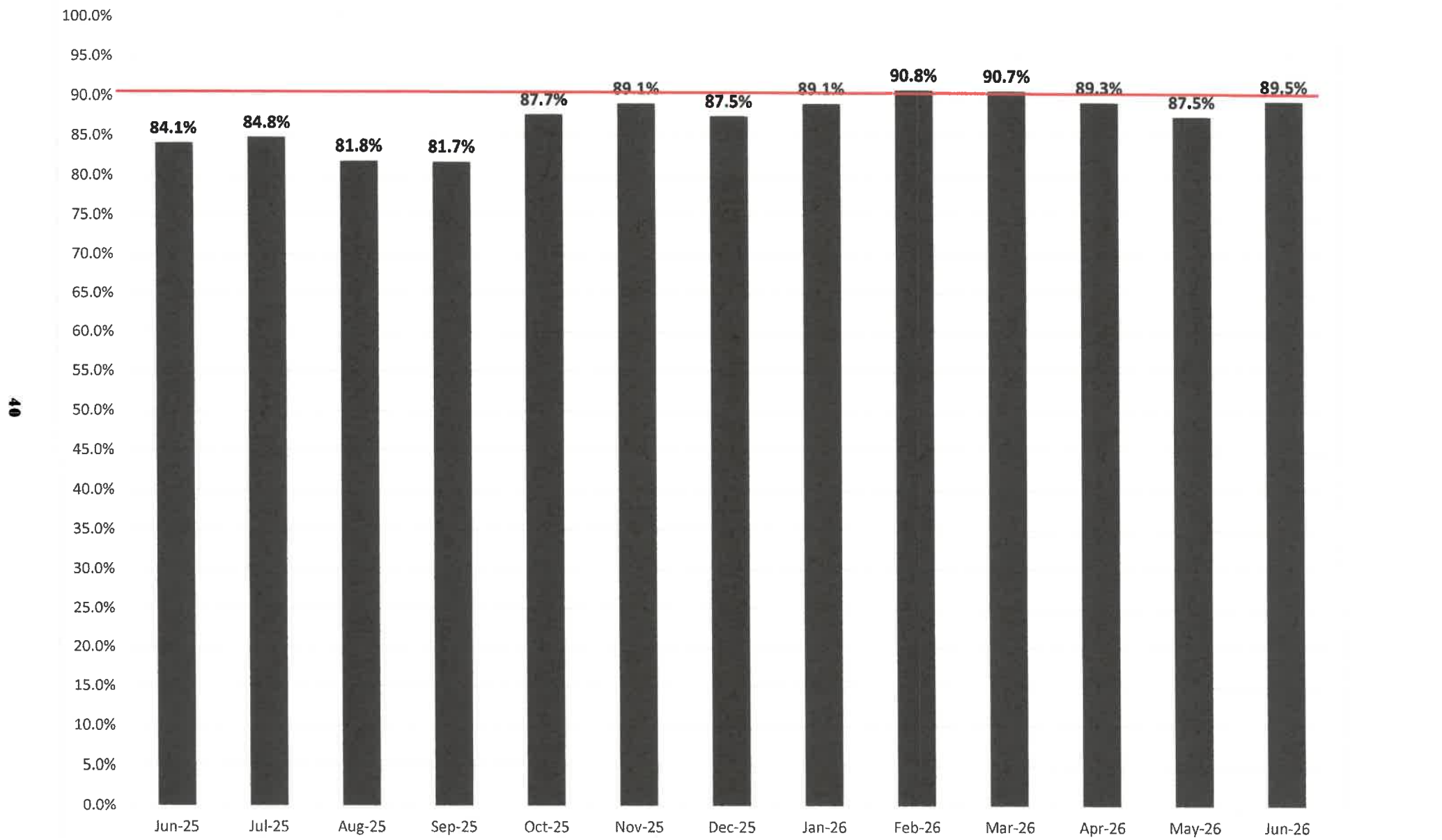


OTP - Direct Access

39



Micro-Link OTP



**AGENDA ITEM
FOUR**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Transit Operations Division, Victor Valley Detail Report.

SUMMARY STATEMENT

At this time, a representative of the VVTA Transit Operations Division, Victor Valley Detail will present highlights and statistics from the last month.

RECOMMENDED ACTION

Information item only.

PRESENTED BY
VVTA
Transit Operations
Division Unit

FISCAL IMPACT

N/A

MEETING DATE

August 17, 2026

ITEM NUMBER

4

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**AGENDA ITEM
FIVE**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Future Federal and State Funding Issues Impacting VVTA.

SUMMARY STATEMENT

The purpose of this report is to update the Board on current Federal and State issues and trends that may impact VVTA transit funding.

Following the completion of the FY2027 Budget, staff conducted a multi-year assessment of future transit funding which included a 5-year projection of anticipated revenues and expenses. The analysis assumed that existing funding sources available would remain near current levels, as estimated by SBCTA. The purpose of this assessment was to evaluate the funding landscape relative to service, fleet, and facility improvements planned by VVTA. In reviewing the results of our assessment, VVTA's financial outlook is very good over the next several years. However, as we approach FY2030, there are potential financial challenges within the transit industry that could impact not only VVTA's plans for continuous improvement but also would impact many transit systems on the state and national level. These challenges include:

- Increases in operating costs at rates higher than projected revenues.
- National inflationary pressures impacting the cost of labor, supplies, services and construction.
- Uncertainty in Federal and State funding dedicated to transit including the Federal Surface Transportation Authorization Act, State SB 125 and LCTOP funding.

As monitoring of the status of these issues continues, staff may be presenting to the Board recommendations for actions to assess options to help meet these challenges and continue forward with VVTA's strategic priorities. These actions may include:

Continued

RECOMMENDED ACTION

Information Item Only

PRESENTED BY
Rod Goldman,
Chief Executive Officer

FISCAL IMPACT

N/A

MEETING DATE

August 17, 2026

ITEM NUMBER

5

VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Future Federal and State Funding Issues Impacting VVTA.

SUMMARY STATEMENT

- Adjustments to fares and the fare structure (as presented in the July Board meeting)
- Potential revenue enhancements
- Increased pursuit of competitive grant opportunities
- Adjustments in the types and timing of fleet procurements within ZEB mandates
- Review of VVTA's current business operation model (contracting vs in-house management)

Staff believes an in-depth review of these strategies is a prudent approach towards maintaining fiscal responsibility while continuing to pursue VVTA's goals to build a transit system that meets the diverse needs of the communities we serve.

We will continue to keep the Board informed on changes in the funding environment.

**AGENDA ITEM
SIX**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

A Resolution of the Board of Directors of Victor Valley Transit Authority Approving the Form of, and Authorizing the Execution of, a Memorandum of Understanding (MOU) Authorizing Participation in the Special District Risk Management Authority's (SDRMA) Health Benefits Program.

SUMMARY STATEMENT

On September 20th and November 15th, 2010, the Board of Directors authorized participation in the SDRMA health and ancillary benefits programs. SDRMA remains the current broker for VVTA's ancillary benefits.

Since the date that the original Memorandum of Understanding (MOU) was signed, several state and federal regulations have changed, which are now incorporated into the new Resolution 26-03 and MOU.

Attached is a summary of the changes.

RECOMMENDED ACTION

Approve Resolution 26-03 and Authorize the Chief Executive Officer to sign Memorandum of Understanding between VVTA and SDRMA for ancillary benefits.

PRESENTED BY
Rod Goldman,
CEO

FISCAL IMPACT

N/A

MEETING DATE

August 17, 2026

ITEM NUMBER

6

Section	Previous Language	Revised Language	Description of Change
Definitions	Various terms and definitions, some not clearly defined or missing.	Expanded and clarified definitions for "Committee," "Coverage Documents," "Program Participation Agreement," "Program," and "Program Documents."	Improved clarity and specificity of key terms for better understanding and administration.
Entry into Program	ENTITY shall enroll in the Program by making application through SDRMA.	ENTITY shall apply for participation by executing all forms prescribed by SDRMA, subject to approval by the Program's Underwriter.	Clarifies the application process and emphasizes underwriter approval.
Maintenance of Effort	Program provides health benefits to all participants of the ENTITY.	Specifies eligible participants (active employees, retired employees, dependents, public officials) and outlines optional participation for some groups.	Clarifies eligibility and participation requirements.
Premiums	ENTITY will remit monthly premiums based on rates established by SDRMA.	Premiums and rates are set by the Committee; SDRMA adds an administrative fee. Details on billing, penalties for late payment, and termination for non-payment added.	Adds detail on premium calculation, billing, and consequences for late payment.
Benefits	Benefits as set forth in ENTITY's Plan Summary.	Benefits must be agreed upon with employee organizations and approved by the Program underwriter.	Adds requirement for underwriter approval of plan selections.

Assessments & Dividends	Assessments/dividends used sparingly; allocation based on premiums paid.	Committee may impose premium assessments if funds are insufficient; details on liability for withdrawn entities and dividend formula.	Expands on funding adequacy, assessment process, and dividend distribution.
Withdrawal	ENTITY may withdraw with 90 days' notice.	Notice period extended to 120 days prior to January 1; rescission deadline added; 3-year waiting period for re-entry after withdrawal.	Tightens withdrawal process and re-entry requirements.
Arbitration	Not previously specified.	Adds binding arbitration clause for disputes, specifying Sacramento, CA as venue.	Introduces formal dispute resolution process.
Amendment	Amendments require written agreement by both parties.	Clarifies amendment process, including SDRMA's right to terminate if ENTITY does not execute required amendments.	Strengthens amendment and termination provisions.



RESOLUTION 26-03

A RESOLUTION OF THE OF THE (GOVERNING BODY) OF VICTOR VALLEY TRANSIT AUTHORITY APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S HEALTH BENEFITS PROGRAM

WHEREAS, Victor Valley Transit Authority, a public agency duly organized and existing under and by virtue of the laws of the State of California (the "ENTITY"), has determined that it is in the best interest and to the advantage of the ENTITY to participate in the Health Benefits Program offered by Special District Risk Management Authority (the "Authority"); and

WHEREAS, the Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing risk financing, risk management programs and other coverage protection programs; and

WHEREAS, participation in Authority programs requires the ENTITY to execute and enter into a Memorandum of Understanding which states the purpose and participation requirements for the Health Benefits Program; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the ENTITY is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRETORS OF THE ENTITY AS FOLLOWS:

Section 1. Findings: the ENTITY's Board of Directors hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the ENTITY.

Section 2. Memorandum of Understanding: the Memorandum of Understanding to be executed and entered into by and between the ENTITY and the Authority in the form presented at this meeting and on file with the ENTITY's Clerk of the Board, is hereby approved. The ENTITY's Board of Directors and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the ENTITY, to execute and delivery to the Authority the Memorandum of Understanding.

Section 3. Program Participants: The ENTITY's Board of Directors approve participating in the Special District Risk Management Authority's Health Benefits Program.

Section 4. Severability: If any provision of the resolutions or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are severable.

Section 5. Other Actions: The Authorized Officers of the ENTITY are each hereby authorized and directed to execute and deliver any and all documents which are necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 6. Effective Date: This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED THIS 17th DAY OF August 2026.

AYES:

NOES:

ABSENT:

BY: _____
Liz Becerra, VVTA Board Chair

ATTEST: _____
Debi Albin, Clerk of the Board

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA in its capacity as a member of Public Risk Innovation, Solutions and Management (PRISM) and having executed the Joint Powers Agreement (JPA) governing PRISM, was appointed administrator for the purpose of enrolling small public entities into the (PRISM) Health and/or Employee Benefits Small Group Program (hereinafter "Program"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program (the "Committee") and not SDRMA; and

WHEREAS, ENTITY desires to enroll and participate in the Program, acknowledging that SDRMA acts solely in an administrative capacity and does not establish Program terms.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. **DEFINITIONS.** For purposes of this MEMORANDUM, unless the context otherwise requires, the following terms when capitalized have the respective meanings set out below and are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.
 - a. "Committee" means the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program.
 - b. "Coverage Documents" means, except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the Program and will be provided by SDRMA to each ENTITY. Documents will be made available through the online SDRMA Portal and be accessible to approved users of the ENTITY.
 - c. "Program Participation Agreement" means the agreement issued by PRISM/AUS Underwriting to the Entity that details the final terms of acceptance and any special exceptions or terms that have been made a part of the underwriting approval and is required to be completed and executed in order to constitute full acceptance as a member of the PRISM Small Group Program.

d. "Program" or "PRISM" means the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program.

e. "Program Documents" means the following: SDRMA Program Administrative Guidelines, SDRMA Resolution, Program Underwriting application and any required underwriting documents, Program approval, Program Underwriting & Eligibility Rules and Program Participation Agreement.

2. PURPOSE. ENTITY is signatory to this MEMORANDUM for the sole purpose of enrolling in the Program.
3. ENTRY INTO PROGRAM. ENTITY shall apply for participation in the Program by executing and all forms prescribed by SDRMA. SDRMA shall submit the completed forms to the Program's Underwriter who has the authority to accept or reject Entity's application in its sole discretion based on the Program's governing documents and in accordance with the Program's eligibility guidelines.
4. MAINTENANCE OF EFFORT. Program provides health benefits to all active employees, retired employees, dependents of an active or retired employee and public officials of the ENTITY who satisfy requirements for participation. ENTITY public officials may participate in the Program only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements
5. PREMIUMS. ENTITY agrees and acknowledges that premiums and rates for the Program are set by the Committee and that SDRMA's Administrative Fee is set by SDRMA For each billing cycle. ENTITY will remit the total monthly amount billed by SDRMA for each category of participants and the census of covered employees, public officials, dependents and retirees. PREMIUMS are based on a full month, and there are no partial months or prorated PREMIUMS. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.

Late Payment Penalties. ENTITY shall pay all PREMIUM invoices as billed to SDRMA, regardless of any changes to eligibility or adjustments to PREMIUMS that may occur during the billing month and not reflected in the PREMIUM invoice. SDRMA shall issue PREMIUM invoices to ENTITY prior to the coverage month in which they are due. PREMIUM invoices are due by the due date stated on the invoice and considered delinquent thirty (30) calendar days from the due date. In addition to the outstanding balance due for any unpaid invoice, ENTITY shall be liable to SDRMA for a late payment penalty of 1% of the outstanding balance of any unpaid portion of such invoice effective (30) calendar days after the invoice due date. SDRMA reserves the right to terminate the

MEMORANDUM and ENTITY'S Participation Agreement, including immediate cessation of all services under the Program, any time after it provides written notice to ENTITY of its failure to pay the amount due of any invoice.

6. **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the Program and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to Program underwriter for approval.
7. **ASSESSMENTS AND DIVIDENDS.** The Program annual premium, as approved by the Committee will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.

If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Entities, consistent with the JPA, including ENTITY signing this MEMORANDUM. Entities that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.

After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and actuary.

8. **WITHDRAWAL.** ENTITY may withdraw from this MEMORANDUM and terminate its Program Participation Agreement for a subsequent calendar year subject to the following condition: ENTITY shall notify SDRMA in writing of its intent to withdraw from this MEMORANDUM and terminate its Program Participation Agreement at least 120 days prior to January 1st of the subsequent calendar year in which it shall be effective. No withdrawal shall become effective until December 31 of the year that notice of termination is received. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. ENTITY may rescind its notice of intent to withdraw. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. Once ENTITY withdraws from the Program, there is a 3-year waiting period to come back into the Program, and the ENTITY will be subject to underwriting approval.
9. **ARBITRATION OF DISPUTES.** To the extent permitted by law, all controversies between the ENTITY and SDRMA that may arise out of or relate to any of the services provided by SDRMA under the MEMORANDUM, or the construction, performance or breach of this

or any other agreement between the ENTITY and SDRMA, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in the City of Sacramento, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered into any court having jurisdiction.

10. **GOVERNING LAW.** This MEMORANDUM shall be governed in accordance with the laws of the State of California.
11. **VENUE.** Venue for any dispute or enforcement shall be in the City of Sacramento, California.
12. **ATTORNEY FEES.** The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.
13. **COMPLETE AGREEMENT.** This MEMORANDUM together with the related Program Documents constitutes the full and complete agreement of the ENTITY.
14. **SEVERABILITY.** Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
15. **AMENDMENT OF MEMORANDUM; WAIVER.** This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the right of either party thereafter to enforce each and every such provision. If ENTITY fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate this MEMORANDUM and ENTITY'S Program Participation Agreement effective as of the next annual renewal date.
16. **EFFECTIVE DATE.** This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the last date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA and the authorized person for the ENTITY.
17. **EXECUTION IN COUNTERPARTS.** This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____

By: _____

Special District Risk
Management Authority

Dated: _____

By: _____

Victor Valley Transit Authority

**AGENDA ITEM
SEVEN**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Renewal of Victorville Transportation Center Lease with the City of Victorville.

SUMMARY STATEMENT

At the May 17, 2021, Board of Directors meeting, the Board approved the Master Lease of the Victorville Transportation Center with the City of Victorville.

VVTA currently uses the Victorville Transportation Center for various routes. By having the lease, VVTA can accommodate as the primary Transfer Hub connecting routes from Barstow to San Bernardino, Lucerne Valley to Adelanto, and all parts in between.

The City of Victorville has provided the attached lease for review and approval. The rent for the facility will be approximately \$8,973.00 per month, which will be split proportionate based on the routes serviced by the Transportation center. The amount for the lease will also increase by 2% annually. VVTA has also agreed to prepay the lease annually at a 5% discount.

VVTA has already renewed the sub-lease with Greyhound for the portion of the facility they currently use. Vegan Vato restaurant continues to sub-lease a portion of the facility.

Staff recommends that the Board of Directors approve this renewed lease agreement from October 1, 2026, through September 30, 2031, for an amount not to exceed \$560,351.00.

RECOMMENDED ACTION

Approve and authorize the CEO to execute the Lease of the Victorville Transportation center with the City of Victorville location at 16838 D. Street, Victorville, CA 92395.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Christine Plasting, Procurement Manager	\$560,351.00	August 17, 2026	7

CITY OF VICTORVILLE

LEASE AGREEMENT

This Lease Agreement (the "**Lease**"), dated this _____ day of _____, 2026, for reference purposes only, is made by and between **CITY OF VICTORVILLE**, a California municipal corporation and charter city, (hereinafter referred to as "**Lessor**" or "**City**") and the **VICTOR VALLEY TRANSIT AUTHORITY**, a California Joint Powers Authority (hereinafter referred to as "**Lessee**" or "**VVTA**"). Lessor and Lessee are sometimes referred to hereinafter individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Lessor owns in fee that certain real property commonly known as the Victor Valley Transportation Center, located in the City of Victorville at 16838 D Street.

B. Lessee previously occupied the property pursuant to a prior Sublease dated September 30, 2021 (the "**Prior Sublease**"), for a term commencing October 1, 2021, and expiring September 30, 2026.

C. The Prior Sublease provided Lessee with an option to extend the term upon timely written notice to Lessor within the period specified therein. Lessee did not provide written notice within the time required under the Prior Sublease.

D. Following receipt of notice regarding the termination of the Prior Sublease at the end of the initial term, Lessee requested that Lessor grant an additional term for continued leasing of the Property. Lessor and Lessee have agreed to enter into this Lease to establish the terms and conditions governing Lessee's continued occupancy of the Property. This Lease supersedes and replaces the Prior Sublease in its entirety.

E. Lessee wishes to lease the Victor Valley Transportation Center from Lessor for the purpose of operating and conducting various functions associated with providing public transportation in the High Desert region. Lessee acknowledges that it has initiated a multi-year process of evaluating potential sites for future development of a transfer hub within the City and desires to continue leasing the Victor Valley Transportation Center until those future plans are finalized.

F. Lessor is willing to lease the Victor Valley Transportation Center to Lessee contingent upon annual meetings between the City Manager and Chief Executive Officer of VVTA, or their designees, to discuss the status of Lessee's efforts regarding future development and intentions related to the continued use of the Victor Valley Transportation Center site.

G. The Parties hereto agree to enter into this Lease under the terms and conditions set forth herein.

TERMS AND CONDITIONS

1. **Leased Premises.** Subject to the terms and conditions herein contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the premises described as follows:

(a) That certain real property commonly known as the Victor Valley Transportation Center, located at 16838 D Street, Victorville, CA 92395, Assessor's Parcel No. 0478-161-06, consisting of approximately 5.17 acres, together with the currently-existing improvements thereon, including the Transportation Center building, consisting of 6,730 square feet, and the surrounding parking lots, walkways, concrete areas immediately surrounding the Transportation Center building and other exterior paved areas, (the "**Leased Premises**"), but excluding the Compressed Natural Gas Station ("**CNG Station**") and eight (8) parking spaces in the lot West of 4th Street as further detailed herein (the "**Reserved Areas**"); and

(b) all appurtenances, rights, privileges, and easements in any way applicable thereto, except as otherwise specified herein.

The Leased Premises are legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference. The Reserved Areas are depicted in **Exhibit B**, also attached hereto and incorporated herein by this reference.

2. **Term.** The Initial Term of this Lease shall be for a period of five (5) years, commencing on October 1, 2026, (the "**Lease Commencement Date**") and expiring on September 30, 2031, (the "**Expiration Date**") unless sooner terminated or extended as hereinafter provided.

3. **Option to Extend Term.** Upon expiration of the Initial Term, the Lessee shall have the option to renew this Lease for two (2) additional one (1) year terms, (each, an "**Option Term**"), provided that: (i) Lessee is in good standing and otherwise in full compliance with all of the terms and conditions of this Lease; (ii) Lessee provides Lessor written notice of its desire to renew no later than three hundred sixty five (365) days prior to the expiration of the then-current Term (September 30, 2030, to exercise the first Option Term and September 30, 2031, to exercise the second Option Term); and (iii) Lessor confirms in writing Lessee's Option Term, which confirmation shall include the new monthly rent to be effective as of the commencement of such Option Term. Each Option Term shall be exercised separately and shall commence immediately upon expiration of the then-current Term. Upon confirmation of the first Option Term by Lessor, all references to the Expiration Date shall mean September 30, 2032. Upon confirmation of the second Option Term by Lessor, all references to the Expiration Date shall mean September 30, 2033. All further references to the Term of this Lease shall mean and include the Initial Term and any confirmed Option Term(s).

4. **Termination.** This Lease shall only terminate prior to the Expiration Date

for such reasons as are specifically set forth in the provisions of this Lease and as may be provided for in the Lease. Lessee must provide written notice of intention to vacate the Leased Premises to Lessor twelve (12) months in advance of the Expiration Date of the initial Term, or of any confirmed Option Term.

5. Rental.

(a) Monthly Base Rent. During the first year of the Initial Term, Lessee shall pay to Lessor as rent for the Leased Premises the amount of **Eight Thousand Nine Hundred Seventy-Three Dollars (\$ 8,973.00)** per month (the "**Monthly Base Rent**"). Commencing on October 1, 2027, the Monthly Base Rent shall be increased by two percent (2%), and on each annual anniversary of the Lease Commencement Date thereafter during the Term (or during any Option Term exercised in accordance with the provisions of Section 3 hereof), the then-current Monthly Base Rent shall be increased by an additional two percent (2%). All further references to the Monthly Base Rent shall mean and include any such increased amount as calculated under the provisions of this paragraph.

(b) Payment. Monthly Base Rent shall be payable in advance prior to the first (1st) day of each calendar month and without demand to the City of Victorville. All such payments shall be made by Lessee to Lessor via wire in accordance with instructions to be provided by Lessor.

(c) Annual Prepayment Discount. In the event Lessee pays an entire year's rent in advance on the Commencement Date or on the anniversary thereof in any subsequent year(s), Lessee shall receive a five percent (5%) discount to be applied against the Monthly Base Rent amount set forth in Section 5(a) corresponding to the year being prepaid. By way of example, should Lessee prepay the rent on the Commencement Date for the first year of the Initial Term, it would pay \$102,292.20 and receive a credit against the Monthly Base Rent for that year of \$448.65 per month. The foregoing notwithstanding, all rent increases shall be calculated based upon the Monthly Base rent amount as specified in Section 5(a), not upon any discounted amount which Lessee may actually pay as a result of Lessee's annual prepayment.

6. Security Deposit. A security deposit equal to two (2) times the Monthly Base Rent for the first year of the Initial Term shall be maintained at all times during the Term of this Lease as security for Lessee's faithful performance of Lessee's obligations hereunder (the "**Security Deposit**"). Lessee already has an amount of Six Thousand Seven Hundred Thirty Dollars (\$ 6,730.00) on deposit with Lessor from the Prior Sublease. Upon execution hereof, Lessee shall deposit with Lessor the additional sum of **Eleven Thousand Two Hundred Sixteen Dollars (\$ 11,216.00)**, which together with the amount held from the Prior Sublease shall equal the required Security Deposit of **Seventeen Thousand Nine Hundred Forty-Six Dollars (\$ 17,946.00)**. If Lessee fails to pay rent or other charges due hereunder, fails to pay any utility or service provider, or otherwise defaults with respect to any provision of this Lease, the Lessor may use, apply or retain all or any portion of said deposit for payment of any rent or other charges in

default or for the payment of any other sum to which the Lessor may become obligated by reason of Lessee's default, or to compensate the Lessor for any loss or damage which the Lessor may suffer thereby.

7. Brokerage Commission. Lessor and Lessee represent and affirm to each other that they have not had any dealings with any real estate brokers, finders or agents and no commissions or fees are payable by either Party in connection with this Lease.

8. Late Charge. Lessee hereby acknowledges that late payment by Lessee to Lessor of any installment of rent, or any other sums due hereunder will cause Lessor to incur costs not contemplated by the Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of rent, or any other sum due from Lessee is not received by the Lessor within ten (10) days after such amount is due, whether or not any notice of default or other notice has been given, Lessee shall pay to the Lessor a charge equal to five percent (5%) of the amount past due (the "**Late Charge**"), in addition to the payment of the past due amount itself. The Parties hereby agree that such Late Charge represents a fair and reasonable estimate of the costs the Lessor will incur by reason of late payment by Lessee, and no more than one Late Charge shall be assessed per month. Notwithstanding the foregoing, in the event the Lessee elects to make annual payments in advance, then no Late Charge shall apply.

9. Limited Right to Possession; Reserved Areas; Delay in Possession

(a) Lessee is currently in possession of the Leased Premises pursuant to the Prior Sublease, and Lessee's possession shall continue under this Lease commencing on the Lease Commencement Date without interruption. Such possession shall be subject to the provisions of this Lease; any outstanding easements and rights-of-way not within the control of the Lessor; Lessor's reasonable right of entry pursuant to Section 23 of this Lease; Lessor's rights with respect to continued operation and maintenance of the CNG Station; and further to the rights of Beck Oil, as successor in interest to Tosco Corporation, pursuant to that certain Reciprocal Access and Easement Agreement with Lessor, recorded as Document No. 19880552174 in the Office of the Recorder of San Bernardino County, for the exclusive use of and access to eight (8) parking spaces in the parking lot West of 4th Street (see the Reserved Areas depicted on **Exhibit B**). Lessor also retains the right to make certain capital improvements to the Leased Premises following notice to and coordination of same with Lessee. Lessor shall use its best efforts to ensure the quiet use and enjoyment of the Leased Premises by Lessee.

10. Holding Over. In the event Lessee, with the Lessor's prior written consent, holds over and continues in possession of the Leased Premise, or any part thereof, after the Expiration Date of this Lease or any extended term thereof, such occupancy shall be considered a month-to-month tenancy subject to all the terms and conditions of this Lease in effect on the day immediately preceding the Expiration Date, except that the Monthly Base Rent for any such holdover period shall be increased to one hundred fifty percent (150%) of the Monthly Base Rent. If Lessee, without the Lessor's prior written consent,

holds over or continues in possession of the Leased Premises, or any part thereof, after the Expiration Date or any extended term of this Lease, such occupancy shall be deemed a tenancy at sufferance, permitting the Lessor to immediately commence eviction proceedings without notice to Lessee.

11. Alterations, Improvements and Additions.

(a) Lessee shall not make any alterations, improvements, or additions to the Leased Premises (collectively hereinafter "**Tenant Improvements**") without the prior written consent of the Lessor. In making any such Tenant Improvements as consented to by Lessor, Lessee shall be required to undertake and pay for all upgrades required to ensure full compliance with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 *et seq.*) and its implementing regulations (29 CFR Parts 35 and 36). Tenant Improvements shall further be constructed in full compliance with all applicable building and fire codes, any applicable labor and prevailing wage laws, and any such work shall not be commenced until permits are issued by the City of Victorville Building Department.

(b) Lessee shall require the issuance of a Faithful Performance Bond and a Payment Bond for any work performed on the Leased Premises as set forth below:

BOND REQUIREMENTS - A Faithful Performance Bond benefitting the Lessor in the amount of one hundred twenty-five percent (125%) of the bid amount and a Payment Bond in the amount of one hundred twenty-five percent (125%) of the bid amount. Bonds must be issued by an admitted surety insurer in the State of California. When a contract for constructing Lessor-authorized Tenant Improvements is signed, the successful bidder shall provide, within ten (10) working days, the Faithful Performance and Payment Bonds in the amounts set forth above in this paragraph.

(c) Once completed, Tenant Improvements authorized in writing by Lessor shall not be removed by Lessee, unless so required by the Lessor in its sole discretion. At the end of the Term (or any extension thereof) of this Lease (or upon any earlier termination as may be provided for herein) Lessor shall have the option to either require Lessee to remove Tenant Improvements or elect to have such Tenant Improvements become the property of Lessor. In the case of removal of equipment or fixtures, Lessee shall restore the area of the Leased Premises from which such removals are made to its original condition.

(d) Any machinery, equipment, fixture, or apparatus, or other personal property of Lessee (which are not Tenant Improvements) may be removed by Lessee at any time prior to the expiration of the Term of this Lease or any extension thereof.

12. Maintenance and Repairs; Security.

(a) Lessee shall at all times during the Term hereof and until surrender

and termination, keep and maintain the Leased Premises in good and substantial order and repair, and shall undertake all necessary repairs and maintenance of the Leased Premises except as otherwise set forth herein.

(b) Lessee shall be responsible for and shall bear all operating expenses associated with maintaining the Leased Premises including, but not limited to: all cleaning and janitorial services, including those associated with sweeping and removing of trash and debris from the exterior parking lots, sidewalks, and walkways; maintenance of exterior landscaping and landscaped areas; light bulb replacement; procurement of supplies and maintenance materials; preventative maintenance and repairs; upkeep; all monthly, quarterly, and annual inspection/servicing and repair of the Leased Premises mechanical, electrical, lighting, plumbing, and life safety systems (with the exception of the heating, ventilation, and air conditioning systems ("HVAC") in the Transportation Center building); furniture and window cleaning; servicing of fire extinguishers and fire suppression systems; repairs to trade fixtures and/or equipment, doors, ceilings, floors; exterior painting, and signs; including any associated fees. Lessee agrees at Lessee's sole cost and expense to procure and maintain throughout the Term of this Lease, or any extension thereof, contracts for the inspection/servicing and maintenance of fire extinguishing and suppression systems, fire alarms, and/or smoke detection systems. Lessee also agrees throughout the Term (or any extension thereof) to supply copies of all such contracts and any fire or life safety related certifications and/or inspection records to the Lessor in a timely manner.

(c) Lessor shall be responsible for the repair and maintenance of the HVAC systems and the roof of the Transportation Center building. Lessor shall also be responsible for the maintenance and repair of the CNG Station and for the structural repair of concrete sidewalks/walkways and any concrete curbing of the Leased Premises and the landscaped areas.

(d) The responsibility for repairs and maintenance to the drive aisles and parking lot areas of the Leased Premises subject to vehicular traffic, including but not limited to, slurry seal, repaving, concrete repairs, and painting/restriping will be split between Lessor and Lessee as depicted in the Map/Diagram attached hereto as **Exhibit B**. However, as set forth in subsection (b) above, Lessee is responsible for keeping the parking lots clean and free of trash and debris on a daily basis.

(e) The foregoing division of responsibilities for repairs and maintenance notwithstanding, Lessee shall notify Lessor of any damages to, needed repairs of, or any accidents or incidents involving the Leased Premises or Reserved Areas within twenty-four (24) hours of their occurrence or discovery by Lessee (whichever is earlier). **Notification shall be made by calling the City Facility 24 Hour Emergency Line at (760) 963-4343.**

(f) Lessor is an authorized self-insured public entity for purposes of General Liability, Automobile Liability, and Workers' Compensation Employment Practices Liability. Lessor warrants that through its program of self-insurance, it has

adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations contained in this Section 12 when Lessor makes any required maintenance and repairs to the Leased Premises.

(g) Lessee, at its sole expense, shall provide security during hours of operation by having at least one (1) security guard on site and maintaining an active security system (alarm) and surveillance camera both during the hours of operation and after hours and on weekends.

13. Use and Condition of Leased Premises.

(a) Use. The Leased Premises are to be used by Lessee for those purposes particularly provided for in **Exhibit C**, attached hereto and incorporated herein by this reference, and for no other purpose unless expressly agreed to in advance by Lessor in writing. Lessee agrees to use the Leased Premises in such a manner as to not interfere with the Lessor's rights in the Leased Premises or the surrounding areas, and to comply with all applicable governmental laws, ordinances, rules, and regulations in connection with its use of the Leased Premises, to keep the Leased Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent damage, or injury to the Leased Premises.

(b) No Warranties. Except as provided herein, Lessee agrees that no promises, covenants, representations, statements or warranties have been made on behalf of the Lessor to Lessee respecting the condition of the Leased Premises, or the manner of operating the Leased Premises or the maintaining of any repairs to the Leased Premises.

(c) Acceptance of Leased Premises. Lessee acknowledges that it has satisfied itself by its own independent investigation that the Leased Premises are suitable for its intended use, and that neither the Lessor nor the Lessor's agent or agents have made any representation or warranty as to the present or future suitability of the Leased Premises for the conduct of Lessee's business. Lessee's taking possession or use of the Leased Premises for any purpose shall constitute Lessee's acceptance of the Leased Premises "as-is" in its existing condition, which condition shall be established as set forth in **Exhibit C**.

(d) Personal Property. Lessee shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Lessee's personal property, repair any damage to the Leased Premises resulting therefrom, and surrender the Leased Premises to the Lessor in as good a condition as when Lessee took possession, normal wear and tear excepted.

14. Waste or Nuisance. Lessee shall not commit or permit the commission by others of any waste on the Leased Premises. Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises nor shall Lessee use or permit the use of the Leased Premises for any unlawful purpose.

15. Taxes. Lessee shall pay when due and prior to delinquency all taxes, assessments, and other charges including possessory interest taxes levied or imposed by any governmental entity on the possessory interest of Lessee in the Leased Premises and the personal property, trade fixtures, appliances, and leased equipment placed by Lessee in, on, or about the Leased Premises during the Term (or any extension thereof) of this Lease. Lessee recognizes that the interests of Lessee in this Lease shall be subject to the imposition of a possessory interest tax, if applicable, by the San Bernardino County Assessor, and Lessee agrees to pay such tax amount as may be so levied with respect to the possessory interest of Lessee in the Leased Premises under this Lease. Lessee further acknowledges that the property shall be assessed in the same manner as privately owned property and Lessee shall pay taxes upon the assessed value of its leasehold interest. Lessor shall be responsible for any property taxes on the facility, if applicable.

16. Non-Discrimination.

(a) Lessee agrees to comply with all Federal and State laws relating to non-discrimination in connection with any use, operation, program, or activity on or related to the Leased Premises including but not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), which prohibits discrimination on the basis of race, color, or natural origin; The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 et seq.); The Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.); California Government Code Section 11135 et seq.; California Government Code Section 12900 et seq. (the California Fair Employment and Housing Act); California Civil Code Section 51 et seq. (the Unruh Civil Rights Act); and any State or Federal regulations implementing such laws.

(b) Lessee herein covenants by and for itself and its successors and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Leased Premises nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Leased Premises.

17. Insurance. Lessee shall procure and maintain for the duration of the Lease and any extension thereof insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the Leased Premises. The cost of such insurance shall be borne by the Lessee. If the Lessee maintains broader coverage and/or higher limits than the minimum requirements shown below, the Lessor requires and shall be entitled to the broader coverage and/or

the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance coverage shall be available to the Lessor.

Coverage should be at least as broad as:

(a) Commercial General Liability Insurance (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(b) Property Insurance. against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty. The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the Leased Premises on all real property being leased, including improvements and betterments owned by the Lessor. The property insurance and legal liability coverages required shall be endorsed to name the City as a Loss Payee as to its interest in any covered property.

(c) Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

(d) Environmental Liability. If Lessee performs work that includes using or storing Hazardous Materials on the Leased Premises, insurance is also required for third party claims for bodily injury, property damage, legal defense, and remediation costs stemming from pollution incidents from the Lessee's operations.

18. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain the following provisions:

(a) Additional Insured Status. The City of Victorville, its officers, officials, employees, and volunteers, are to be covered as additional insureds on the CGL policy with respect to liability arising out the lease of the subject property including damage caused in whole or in part by Lessee or by those working on your behalf. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance, at least as broad as ISO Form CG 20 11 12 19 or if not available, CG 20 43 12 19.

(b) Waiver of Subrogation Rights. Lessee hereby grants to the City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation and provide a copy to the City, but this provision applies regardless of whether or not an endorsement has been issued.

(c) Primary Coverage. For any claims related to this Lease, the Lessee's coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 as respects the City of Victorville, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Victorville, its officers, officials, employees, servants, volunteers, agents, independent contractors and subcontractors shall be excess of the Lessee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies

(d) Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Victorville. Lessee shall furnish the City of Victorville with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required. All required documents are to be received and approved by the City of Victorville before lease commences. However, failure to obtain the documents prior to the lease beginning shall not waive the Lessee's obligation to provide them. The City of Victorville reserves the right to request complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(e) Each insurance policy required above shall provide that coverage shall not be canceled, except with written notice to the City of Victorville.

19. Personal Property at Risk of Lessee. All personal property which Lessee maintains at the Leased Premises shall be at the risk of Lessee only. Except for the grossly negligent, reckless, or unlawful intentional acts of the Lessor, its agents, employees, guests or invitees, the Lessor shall not be liable for any damage to any property of Lessee or for any damage to Lessee's property in moving the same to or from the Leased Premises.

20. Utilities and Other Services.

(a) Lessee shall contract with and pay the applicable provider, whether the provider is the Lessor or another party, all charges for water, gas, electricity, sewer, waste disposal, or other utilities used or supplied upon or in connection with its use of the Leased Premises and shall indemnify, defend, and hold harmless the Lessor against any liability on account thereof. Lessee shall obtain separate metering devices for utility services, as applicable. Lessee agrees to promptly reimburse the Lessor upon receipt of invoice, its proportionate share of the actual cost of utility services from any common utility service, which may have been paid by Lessor. In no event shall the Lessor be liable for any interruption or failure in the supply of any such utilities to the Leased Premises. The list and location of all existing utility meters at the leased premises have been included as Exhibit D.

(b) Consent to Energy Use Data Disclosure. By executing this Lease, Lessee hereby consents to disclosure of its energy usage data as required for Lessor to comply with California Public Resources Code section 25402.10 and the implementing

regulations of the California Energy Commission (*20 Cal. Code Regs.*, §§ 1680 through 1685). Strictly for the purposes of ensuring such compliance, including any required public disclosure of aggregated energy use, Lessee agrees to provide such energy usage data directly to Lessor and/or authorizes Lessor to obtain the required energy usage data directly from Lessee's utility providers upon request without the need to execute any further authorizations or consent forms. Lessee's consent and authorization is deemed given upon the execution of this Lease and shall continue to be in effect throughout the Term or any extension thereof.

21. Signs. Lessee shall not post, install, erect, or operate any sign, placard, poster, or other device on any part of the Leased Premises without the prior written permission of the Lessor, such permission not to be unreasonably withheld, and any such signage shall also be subject to the provisions of the City's Municipal Code. Such signs as may from time to time be permitted by the Lessor and the City's Municipal Code shall be made, posted, maintained, and removed at Lessee's own cost and expense, and any damage caused by removal shall also be repaired at Lessee's expense. Lessor shall have the right to remove unauthorized signs at Lessee's expense.

22. Liens. Lessee shall not suffer or permit any liens to stand against the Leased Premises, or any part thereof, by reason of any work, labor, services, or materials done for, or supplied to Lessee or anyone holding the Leased Premises or any part thereof through or under Lessee. If any such lien shall at any time be filed against the Leased Premises, Lessee shall cause such lien to either be discharged of record sixty (60) days after the date that Lessee receives notice of the filing. Notwithstanding the above, in any bona fide dispute between Lessee and any third party concerning work done by the third party on or for the Leased Premises, and as a result of the dispute the third party files a lien against the Leased Premises, then, in lieu of obtaining the discharge of the lien within the sixty day period, Lessee, at its option, may either file suit against the third party, a part of the suit being to judicially negate or remove the lien or Lessee may file an appropriate bond or other device allowed by law to remove the lien.

23. Inspection by the Lessor; Right of Entry. Lessee shall permit the Lessor, or its agents, representatives, or employees to enter the Leased Premises at mutually agreeable, reasonable times for the purpose of inspecting the Leased Premises to determine whether Lessee is complying with the terms of this Lease, for the purpose of doing other lawful acts that may be necessary to protect the Lessor's interest in the Leased Premises, including the right to install capital improvements, or for the purposes of performing the Lessor's other duties under this Lease. Except in the event of an emergency, the Lessor shall contact Lessee, no less than twenty-four (24) hours prior to the time that Lessor desires to enter the Leased Premises to arrange a mutually agreeable time for the inspection.

24. Damage or Destruction of Leased Premises. Unless occasioned by the negligence or intentionally unlawful act of Lessee, if, during the term of this Lease, any portion of the Leased Premises shall be damaged by fire or other catastrophic cause, so as to render such portion of the Leased Premises untenable, the obligations under this

Lease shall be immediately suspended while such portion of the Leased Premises remains untenable. In the event of such damage, the Lessee shall give Lessor notice of such untenable conditions and the Lessor shall elect in its sole discretion, whether to repair the Leased Premises or to cancel this Lease with respect thereto. It shall notify Lessee in writing of its election within thirty (30) days after such damage. In the event the Lessor elects to repair the Leased Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event the Lessor elects not to repair the Leased Premises or portion thereof, the Lease shall be deemed canceled as of the date of damage with respect to the applicable portion. Such damage shall not extend the Lease Term. In the event that insurance proceeds are received by Lessee under the property casualty policy required to be carried by Lessee, and the Lease is terminated under this Section, the Lessor shall be entitled to the portion of such proceeds attributable to the fixtures, improvements, and other property which would remain with the Leased Premises, and Lessee shall be entitled to the portion of such proceeds attributed to the fixtures and property on the Leased Premises which would be removed by Lessee. Notwithstanding anything in this paragraph to the contrary, if the Leased Premises are rendered inadequate for Lessee to conduct its normal operations in or upon the Leased Premises (or such portion of the Leased Premises which is still tenantable), and it is reasonably anticipated that the damages shall not be repaired or otherwise resolved, within sixty (60) days of the date of the accident, then Lessee, at its sole and exclusive option, may immediately terminate this Lease. Additionally, irrespective of whether Lessee remains in possession and occupancy of the Leased Premises or elects to terminate this Lease, rent payable under this Lease shall abate during the period that the Leased Premises are not totally useable by Lessee. The abatement shall be pro rata in proportion to the ratio that the amount of space which Lessee is actually able to occupy and from which it is able to conduct operations bears to the total Leased Premises. Lessee shall continue to make all other payments during this period, including taxes.

25. Assignment and Subletting. Lessee shall not cause, or permit, by operation of law or otherwise, any assignment, encumbrance, or transfer of this Lease or any estate or interest therein without the prior written consent of the Lessor. Lessee shall not sublet the Leased Premises or any part thereof without the prior written consent of the Lessor. Such consent is subject to consideration by Lessor of the financial arrangement between Lessee and its proposed subtenant and is further subject to Lessor's financial participation in such arrangement and the requirements of the Old Town Specific Plan with respect to any accessory uses (see Exhibit C). In addition, if Lessee's proposed sublease or assignment arrangement will result in any increased rents or profits accruing to Lessee in excess of the Monthly Base Rent due to Lessor under this Lease, such consent shall further be conditioned upon Lessor receiving one-half (1/2) of the excess amount thereof. An assignment or subletting shall not relieve Lessee of any of its obligations or liabilities under this Lease: both Lessee and any subsequent assignees or sublessees of Lessee will be deemed to be bound hereunder. The Lessor's consent to any such assignment, transfer or subletting shall not constitute consent to any further assignment, transfer, or subletting. This provision is not intended, nor should it be construed, to prevent Lessee from allowing such independent contractors onto the Leased Premises who are involved in Lessee's normal operations on the Leased

Premises (such as repair and maintenance personnel, janitorial personnel, and similar personnel). Additionally, this provision should not be construed to prevent subcontractors of Lessee from conducting their work on the Leased Premises in conjunction with the normal operations conducted by Lessee. To the extent that Lessor must grant its consent for Lessee's subcontractors to enter onto the Leased Premises for the above-described purposes, consent is hereby deemed to be granted.

26. Indemnification.

(a) To the fullest extent permitted by law, Lessee shall defend, indemnify and hold harmless the Lessor, its officers, officials, employees, agents, volunteers, independent contractors, and assigns (collectively hereinafter the "**Indemnified Parties**") from and against any and all claims, actions, suits, proceedings, demands, losses, judgments, and costs and expenses, including attorneys' fees (collectively hereinafter "**Claims**") arising from Lessee's use of the Leased Premises, or from the conduct of Lessee's business, or from any activity, work or things done, permitted or suffered by Lessee in or about the Leased Premises, except for any such Claims arising out of the sole negligence or willful misconduct of the Indemnified Parties.

(b) To the fullest extent permitted by law, Lessor shall defend, indemnify and hold harmless the Lessee, its officers, officials, employees, agents, volunteers, independent contractors, and assigns from and against any and all Claims, arising from Lessor's ownership, management, or use of the Leased Premises, or from any activity, work or things done, permitted or suffered by Lessor in or about the Leased Premises, except for any such Claims arising out of the sole negligence or willful misconduct of the Lessee.

(c) The Parties shall further defend, indemnify, and hold harmless each other from and against any and all Claims arising from any breach or default in the performance of any obligation on the other Party's part to be performed under the terms of this Lease, or arising from any negligent or intentional act or omission of the other Party, or its officers, agents, contractors, employees, or invitees, except for any such Claims arising out of the sole negligence or willful misconduct of the respective Party.

(d) In the event that both Parties are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Lease, the Parties shall indemnify the other to the extent of its comparative fault.

27. Lessor's Environmental Representations. Lessor represents that to the best of its actual knowledge, the Leased Premises are free from any violations of law or regulations pertaining to occupational hazards and environmental conditions or Hazardous Materials as defined in Section 28 of this Lease. Lessee shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operation under this Lease independent of any existing permits.

28. Compliance with Environmental Laws.

(a) The words and phrases set forth below shall have the following definitions:

I. **"Hazardous Materials"** means and includes any material that because of its quality, concentration or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. Hazardous Materials include hazardous wastes, toxic substances, petroleum products and motor fuels and similar substances and materials, including all substances and materials defined as hazardous or toxic substances or materials under California Health and Safety Code section 25501(n) or any other similarly applicable state, federal or local law.

II. **"Environmental Laws"** means and includes the various health and safety laws and regulations of state, federal and local agencies pertaining to the manufacture, use, storage, disposal, release, and reporting relating to Hazardous Materials.

(b) As of the Lease Commencement Date, Lessee shall not cause or permit any Hazardous Materials to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Leased Premises, or transported to and from the Leased Premises, by Lessee, its agents, employees, contractors, or invitees in violation of any Environmental Laws. Lessee shall indemnify, defend, and hold harmless the Lessor from any damage, cost, expense, liability, fine, or penalty resulting from any unauthorized discharge, emission, spill, storage, release, disposal or use of any Hazardous Materials by Lessee, its officers, agents, employees, contractors, or invitees or any of them. This obligation of Lessee shall survive the Expiration Date or earlier termination of this Lease and shall apply whenever the Lessor incurs cost or liability arising from any use or activity of Lessee relating to Hazardous Materials during the Term or any extension thereof.

(c) Without limiting the foregoing, if at any time during the Term of this Lease or any extension thereof, the presence of any Hazardous Materials on, under or about the Leased Premises caused by Lessee, its agents, employees, contractors, or invitees results in an unpermitted, unscheduled or unauthorized release or contamination of the Leased Premises by such Hazardous Materials, then Lessee shall at its sole cost and expense promptly take all actions necessary to return the Leased Premises to the condition existing prior to the unpermitted, unscheduled or unauthorized release of any such Hazardous Materials on the Leased Premises.

(d) Lessee shall immediately notify the Lessor of the occurrence of any of the following events: (i) receipt by Lessee of any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Leased Premises or the investigation or enforcement by such governmental entity of any such Environmental Laws in connection with Lessee's occupancy or use of the Leased Premises, and (ii) unpermitted, unscheduled or unauthorized release of any Hazardous

Materials on the Leased Premises which may occur at any time during the Term of the Lease or any extension thereof.

(e) Notwithstanding any of the foregoing, in the event Lessee, its agents, employees, contractors, or invitees, fails to use and maintain the Leased Premises in accordance with the provisions of this Section 28, Lessor shall have the right, but not the obligation, to enter the Leased Premises and undertake remedial action as necessary in order to ensure that the Leased Premises are in compliance with all Environmental Laws. In such event, Lessee shall reimburse Lessor for all reasonable sums incurred by it for such remediation activities. In such event Lessor may, in its sole discretion, and not limiting its ability to recover through any other means provided in law or equity, determine to deduct all or a part of such sums due under this Section from the Security Deposit.

29. Surrender of Leased Premises. On the Expiration Date of this Lease or any extended term thereof, or upon any such earlier termination date as may be provided for herein, Lessee shall surrender and deliver possession of the Leased Premises to the Lessor clean and free of debris and in as good condition as it was on the Lease Commencement Date, reasonable wear and tear excepted.

30. Compliance with Laws. Lessee shall comply with all applicable federal, state and local laws, regulations and standards that are or may become applicable to Lessee's activities on the Leased Premises (hereinafter collectively, ("**Laws**"), and to cause its officers, agents, employees, suppliers, shippers, customers, and invitees to so abide and conform. The Lessor shall not be responsible to Lessee for the noncompliance with said rules by other tenants, their officers, agents, employees, suppliers, shippers, customers and/or invitees. The judgment of any court of competent jurisdiction, or the admission of Lessee in a proceeding brought against Lessee by any government entity, that Lessee has violated any such Laws (except where such admission may be the basis for settlement) shall be conclusive as between the Lessor and Lessee and shall constitute grounds for declaration of default, breach, forfeiture, and termination of this Lease by the Lessor.

31. Default by Lessee.

(a) In the event Lessee should default in the performance of any covenant or condition of this Lease (excluding the payment of any monthly rent or other amounts due hereunder) and such default is not cured or removed within thirty (30) days after service of written notice upon Lessee of such default in the performance of any covenants and conditions; then in such event, the Lessor shall have the right and option to terminate this Lease, and exercise such other remedies as are specified in this Lease. Notwithstanding the foregoing, if Lessee, prior to the expiration of such thirty (30) day period for default diligently commences to cure such default but is unable to do so within the thirty (30) day period, then such period shall be extended for an additional thirty (30) days provided Lessee continues to make a diligent effort to cure the default.

(b) Failure to pay Monthly Base Rent or any other amounts when due

shall be deemed a default under this provision. Lessee shall cure such default within ten (10) days after service of written notice.

(c) Any statutory notice required as part of any eviction action or similar type of proceeding may be included with any notice of default given pursuant to this Section and the Lessor need not declare a default and have such default remain uncured prior to delivery of such statutory notice.

32. Remedies of Lessor. In the event of any breach of the Lease by Lessee and the cure periods described in Section 31 hereof have expired, the Lessor may at any time thereafter, with or without notice or demand and without limiting the Lessor in the exercise of any other right or remedy which the Lessor may have by reason of such breach, do any of the following:

(a) terminate Lessee's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate, and Lessee shall surrender possession of the Leased Premises to the Lessor. This may involve the Lessor filing an unlawful detainer action and receiving a court order for Lessee to vacate the Leased Premises. In any such event, the Lessor shall be entitled to recover from Lessee all damages incurred by the Lessor by reason of Lessee's default, including, but not limited to the cost of repairing or restoring damages to the Leased Premises caused by Lessee, the cost or removal of Lessee's improvements, fixtures and other contents of the Leased Premises, costs associated with past or future brokerage commissions and marketing expenses and the other costs payable by the Lessor in connection with the recovery of possession of the Leased Premises, including but not limited to reasonable attorneys' fees and court costs, as well as: (1) the worth at the time of award by the court having jurisdiction thereof of the unpaid rent which had been earned at the time of termination, and (2) the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the Term after the time of such award may exceed the amount of such rental loss for the same period that Lessee proves could be reasonably avoided; or

(b) pursue any other remedy now or hereafter available to the Lessor under the laws or judicial decisions of the State of California.

33. Default by Lessor. In the event Lessor should default in the performance of any covenant or condition of this Lease and such default is not cured or removed within thirty (30) days after service of written notice of default upon Lessor, then in any such event, Lessee shall have the right and option to terminate this Lease. If Lessor, prior to the expiration of such thirty (30) day period for a default, diligently commences to cure such default, but is unable to do so within the thirty (30) day period, then such period shall be extended for an additional thirty (30) days provided Lessor continues to make a diligent effort to cure the default. In event of uncured default Lessee shall have all remedies available at law or in equity for any default or breach of this Lease by the Lessor.

34. Force Majeure-Unavoidable Delays. If the performance of any act required

by this Lease to be performed by either Party is prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, unreasonably restrictive governmental laws or regulations, or any other cause except financial inability that is not the fault of the Party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused. However, nothing contained in this Section shall excuse the prompt payment of rent by Lessee as required by this Lease or the performance of any act rendered difficult solely because of the financial condition of the Party required to perform the act.

35. Notices. Any and all notices or demands required or permitted to be given hereunder must be personally delivered or be mailed by registered or certified mail, return receipt requested, addressed as follows:

To the Lessor: City of Victorville
14343 Civic Drive
Victorville, CA 92392
Attn: Jenele Davidson, Deputy City Manager

With copies to: AdB Law Offices, Inc.
30077 Agoura Court, Suite 210
Agoura Hills, CA 91301
Attn: Andre de Bortnowsky, Esq.

To Lessee: Victor Valley Transit Authority
17150 Smoke Tree Street
Hesperia, CA 92345
Attn: Roderick Goldman, CEO

or at such other address or addresses that either Party may hereafter designate in writing to the other. Any notice or demand which is mailed by registered or certified mail as provided above shall be deemed to be effective and given for all purposes three (3) business days following the time of deposit thereof, postage prepaid, in the United States mail.

36. Miscellaneous.

(a) One or more waivers of any provision of this Lease by the Lessor shall not be construed as a waiver of a subsequent breach of the same provision and the Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval to or of any subsequent or similar act by Lessee.

(b) If either Party to this Lease shall bring any action for any relief against the other, declaratory or otherwise, to enforce the terms hereof or to declare rights here under (collectively, an Action), the losing Party shall pay to the prevailing Party attorneys'

fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a Decision) granted therein, all of which shall be deemed to have accrued on the commencement of such Action and shall be paid whether such Action is prosecuted to a Decision. Any Decision entered in such Action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court may fix the amount of reasonable attorneys' fees and costs on the request of either Party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third-party examinations; (4) discovery; and (5) bankruptcy litigation. **"Prevailing Party"** within the meaning of this paragraph includes, without limitation, a Party who agrees to dismiss an Action upon the other Party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought by it. Nothing contained in this Section shall be interpreted to mean that Lessor has agreed to arbitrate any dispute which may arise hereunder.

(c) This Lease can be modified, supplemented, amended, or rescinded only by a writing expressly referring to this Lease and signed by Lessor and Lessee.

(d) If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby. Unless otherwise expressly provided herein, any approval or consent of Lessor required hereunder shall not be unreasonably withheld or delayed. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors of the Parties hereto. The Section headings in the Lease are for purposes of reference only and shall not limit or define the meaning hereof.

(e) This Lease contains the entire understanding and agreement of the Parties, supersedes all prior understandings and agreements, and cannot be changed orally. This Lease shall be construed in accordance with the laws of the State of California. Time is of the essence.

(f) Any conflict between the printed provisions, exhibits, or addenda of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions provided such typewritten or handwritten provisions are initialed by both Parties.

(g) This Lease shall be of no force and effect unless executed by both Parties. Each person executing this Lease for the respective Parties expressly represents and warrants that he or she has the authority to enter into Leases on behalf of and bind the entity on whose behalf this Lease is executed.

(h) This Lease may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of the same instrument.

37. Incorporation of Recitals. The Parties agree that the Recitals set forth in this Lease are true and correct and are hereby incorporated and made an operative part of this Lease by this reference.

[END OF THIS PAGE – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as of the dates set forth below.

LESSOR: CITY OF VICTORVILLE

Signature: _____ Date _____

Name and Title: _____

ATTEST:

Signature: _____ Date _____
Jennifer Thompson, City Clerk

APPROVED AS TO FORM:

Signature: _____ Date _____
City Attorney

RISK MANAGER

Signature: _____ Date _____
Sandra Bostick

LESSEE: VICTOR VALLEY TRANSIT AUTHORITY

Signature: _____ Date _____

Name and Title: _____

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

Victor Valley Transportation Center
16838 D Street, Victorville, CA 92395

A.P.N.: 0478-161-06

Parcel 1 of Parcel Map No. 14994 in the City of Victorville, County of San Bernardino, State of California, as per PLAT Recorded in Book 181 of Parcel Maps, pages 78 and 79.

EXHIBIT B

PARKING LOT MAINTENANCE RESPONSIBILITY MAP and RESERVED AREAS

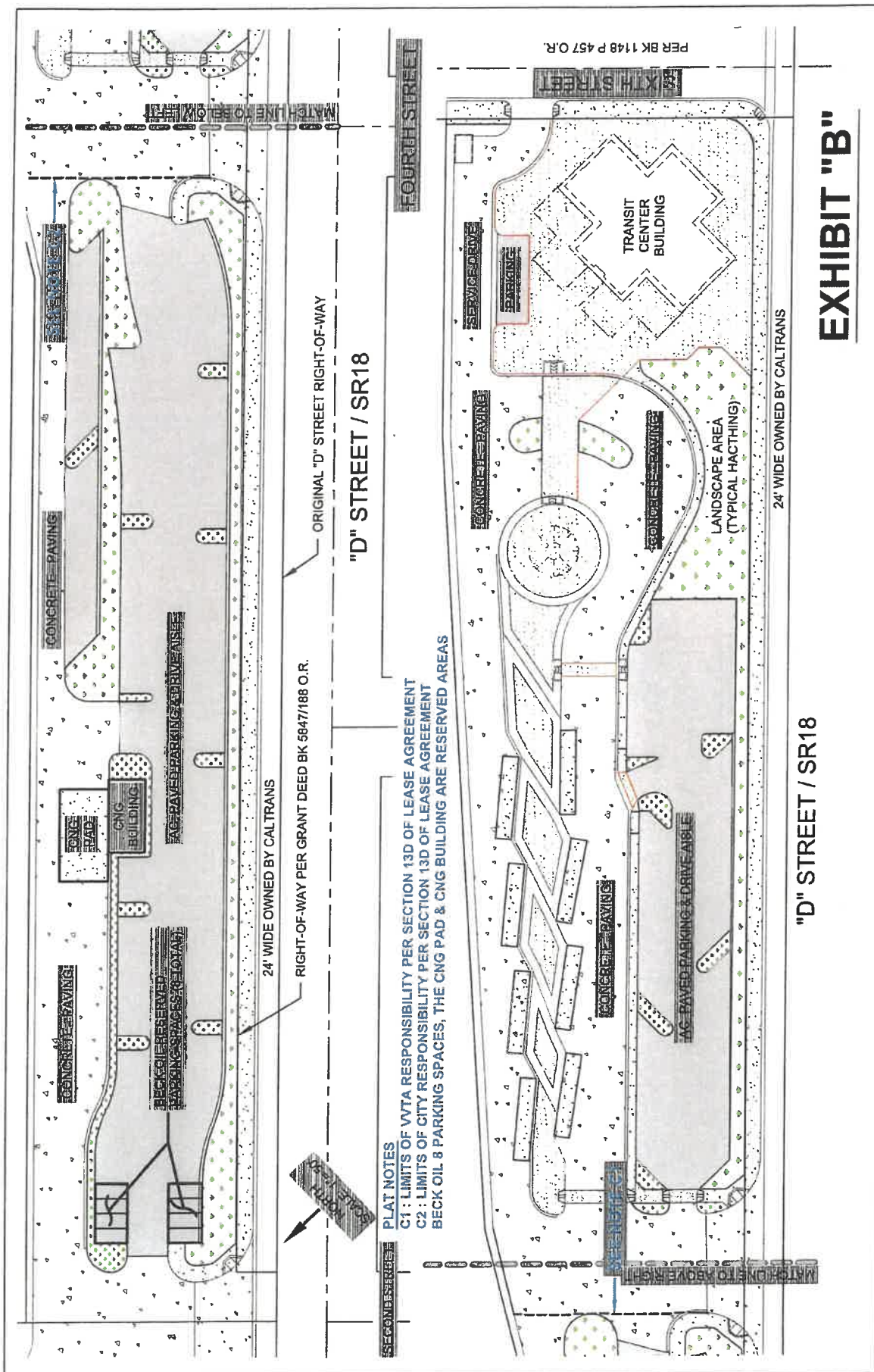


EXHIBIT C

USE AND CONDITION OF LEASED PREMISES

USE

The use of the Leased Premises shall include the operation of Transit Stations and Terminals as well as ride sharing and providing public transportation, in accordance with the provisions of the Old Town Specific Plan (OTSP). Lessee shall further be required to ensure that 109 parking spaces in the lot West of 4th Street (exclusive of those reserved for Beck Oil) shall be used for Park & Ride purposes/services.

Accessory uses are further permitted in accordance with the following provisions of the OTSP, as such may be amended from time to time. Currently the OTSP provides that:

Accessory uses for commercial, industrial and other non-residential accessory uses shall not exceed a total of twenty percent of the total floor area of the primary use occupying the building and include such uses as the following. Additional uses not specifically listed may approved at the discretion of the Zoning Administrator.

- Administrative Office
- Café
- Day Care Facility
- Market
- Meeting Room – community or private
- Outdoor cooking in conjunction with a restaurant
- Outdoor seating in conjunction with a restaurant

CONDITION

The Lessee acknowledges having previously occupied the Leased Premises and accepts the Leased Premises in "as-is, where-is" condition as of the Effective Date of this Lease. The Lessor and Lessee agree that any prior inspections or conditions established under earlier agreements shall not limit or modify the responsibilities defined in this Lease unless expressly stated herein.

EXHIBIT D

UTILITY METERS AND LOCATIONS

UTILITY METERS

Southwest Gas Meters:

- 799F458104
- 21T072777

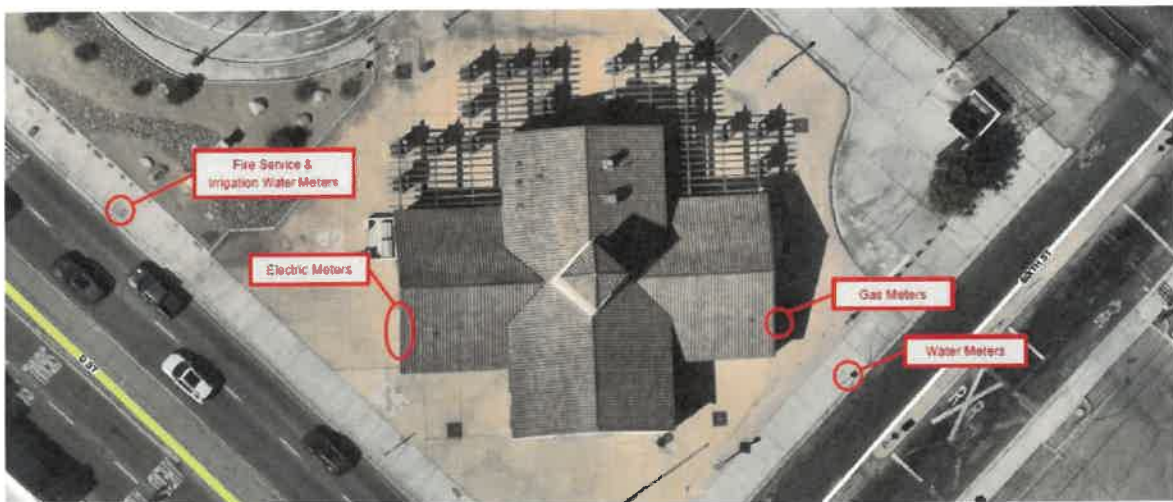
Southern California Edison Meters:

- 259000-000581
- 256000-058536
- 256000-058535
- 256000-058546
- 256000-058537
- 256000-058547

Victorville Water District Meters:

- 60927945
- 60925013
- 53511748 – Fire Service Meter
- 53545498 – Irrigation Meter

UTILITY METER LOCATIONS



**CORRESPONDENCE
/PRESS CLIPS**

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Rod Goldman Appointed CEO of Victor Valley Transit Authority

7/15/2026



The Victor Valley Transit Authority (VTA), Hesperia, CA, has appointed Rod Goldman as its next chief executive officer, succeeding Nancie Goff, who retired after more than three decades of service.

For the past three years, Goldman served as VTA's director of operations. He brings nearly four decades of experience in public transportation, including key leadership roles at Gardena GTrans, Baton Rouge Capital Area Transit System, and Los Angeles County Metropolitan Transportation Authority. He has also led his own consulting firm, Diversified Transportation Solutions, assisting transit agencies with strategic planning, system redesigns, and performance improvements.

VTA Board Chair Liz Becerra said, "Rod's proven track record, innovative mindset, and deep industry expertise make him the right leader to guide VTA into its next chapter of growth and service excellence." She also thanked Goff for her exceptional leadership, noting that her impact will be felt for years to come.

Goldman also thanked Nancie Goff and the VTA team for building a strong foundation of innovation and community partnership. "Public transit is vital to the region's quality of life, and I look forward to working with our employees, board, and community partners to deliver safe, reliable, and forward-thinking mobility solutions for the High Desert."

NEWS

Victor Valley Transit extends transportation service to Wellness Center



Rene Ray De La Cruz

Victorville Daily Press

July 17, 2026, 3:06 a.m. PT

Key Points

The Victor Valley Transit Authority has extended its Route 31 bus service to the Victorville Wellness Center.

Officials state the new bus service removes transportation barriers and helps connect residents to vital community resources.

The [Victor Valley Transit Authority](#) has expanded public transportation access to the [Victorville Wellness Center](#).

The agency's Route 31 now provides center residents with reliable, daily transportation to employment, healthcare, education and essential community services, the agency stated.

The Wellness Center opened in December 2023 and is a low-barrier, non-congregate interim housing campus developed by the city through a \$28 million HomeKey grant from the state of California.

Accessing services

Since July 5, Route 31 has traveled from the Victor Valley Transportation Center on D Street to the Victorville Wellness Center on First Street before returning to the transit center.

From the transit center, residents and others can transfer to agency's extensive regional transit network that includes the High Desert and portions of the Inland Empire.

"Our Victorville Wellness Center is successful because we have strong community partners, like VVTA," Victorville Mayor Liz Becerra said. "The City of Victorville is extremely grateful to VVTA for expanding bus service to the Center, which increases access to resources that are making a difference for our community's most vulnerable."

The new stop on Route 31 is served daily throughout the week.

"VVTA is proud to expand transit access with the introduction of daily service to the Victorville Wellness Center through Route 31," VVTA CEO Rod Goldman said. "Reliable transportation is essential to helping people access healthcare, employment, housing opportunities and other vital services. By connecting the Wellness Center directly to the Victor Valley Transportation Center, we're removing transportation barriers and helping residents stay connected to the resources they need to build a brighter future."

Wellness Center

The 170-bed Wellness Center provides temporary housing, on-site medical care, behavioral health services, case management, and other supportive services that help individuals and families transition to permanent housing.

The campus also welcomes pets, removing one of the most common barriers that prevents people experiencing homelessness from seeking shelter.

The city of Victorville contracts with Symba, a nonprofit organization, to operate the facility and provide residents with essential services, healthcare, and comprehensive wraparound support.

In May, city leaders touted the [Wellness Center](#) for a decrease in Victorville's [homeless population](#), with the numbers revealed in the [recent Point in Time Count](#) survey.

The city cited the San Bernardino County-driven survey, which showed the number of unsheltered homeless individuals in Victorville decreased 68% in the past two years, and overall homelessness is down 28%.

Route 31

Route 31 serves key destinations throughout Victorville and Adelanto, including the Victor Valley Transportation Center, the Crossroads at 395, Silverado High School, Kaiser Permanente, and various residential neighborhoods.

With direct connections at the Victor Valley Transportation Center, Wellness Center residents can access dozens of additional destinations throughout the Victor Valley and beyond via VVTA's Route 15 service connecting passengers to Barstow, Fontana, and the San Bernardino Transit Center.

For route maps, schedules, and trip planning information, visit vvta.org or call 760-948-3030.