Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd St., 2nd Fl., San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407
Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

AGENDA

Commuter Rail and Transit Committee Meeting

March 14, 2013

10:00 a.m.

Location
SANBAG Office
Super Chief Conference Room
1170 West 3rd St., 2nd Fl.
San Bernardino, CA

Commuter Rail and Transit Committee Membership

Chair
Mayor Patrick Morris
City of San Bernardino

Vice Chair
Mayor Paul Eaton
City of Montclair

Mayor Peter Aguilar
City of Redlands

Council Member Bill Jahn
City of Big Bear Lake

Council Member Mike Leonard
City of Hesperia

Mayor Larry McCallon
City of Highland

Mayor L. Dennis Michael
City of Rancho Cucamonga

Mayor Ray Musser
City of Upland

Council Member Richard Riddell
City of Yucaipa

Council Member Alan Wapner
City of Ontario

Supervisor James Ramos
County of San Bernardino

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

The San Bernardino County Transportation Commission, *which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

The San Bernardino County Transportation Authority, *which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

The Service Authority for Freeway Emergencies, *which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

The Congestion Management Agency, *which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

As a ***Subregional Planning Agency****, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency

AGENDA

Commuter Rail and Transit Committee Meeting

March 14, 2013
10:00 a.m.

Location:
SANBAG Office
1170 West 3rd St., 2nd Fl., San Bernardino
The Super Chief Conference Room

CALL TO ORDER – 10:00 a.m.
(Meeting Chaired by Mayor Patrick Morris)

I. Pledge of Allegiance
II. Attendance
III. Announcements
IV. Agenda Notices/Modifications – Denise Kadlec

Notes/Actions

1. Possible Conflict of Interest Issues for the Commuter Rail and Transit Committee Meeting of March 14, 2013 Pg. 6

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

Consent Calendar

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

2. Attendance Register Pg. 8

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Notes/Actions

Discussion Items

3. **SANBAG Fiscal Year 2013/2014 Budget –Commuter Rail and Transit Task Review** Pg. 10
   Review and provide direction relative to proposed tasks to be included in the Fiscal Year 2013/2014 Budget. **Mitch Alderman**
   This item is not scheduled for review by any other policy committee or technical advisory committee.
4. **Presentation on Transit Oriented Development Plans for Redlands Passenger Rail Project** Pg. 28
   Receive Presentation by the City of Redlands, the University of Redlands and ESRI. **Mitch Alderman**
   This item is not scheduled for review by any other policy committee or technical advisory committee
5. **Unmet Transit Needs Public Hearings and Findings** Pg. 30
   That the Committee recommend the Board:
   1. Review the testimony from the September 2012 Unmet Transit Needs Public Hearings.
   2. Adopt Resolution R 13-043 of the San Bernardino County Transportation Commission Unmet Transit Needs Findings. **Nancy Strickert**

   This item is not scheduled for review by any other policy committee or technical advisory committee.
6. **Resolution for Approval of State Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account Certification and Assurances** Pg. 44
   That the Committee recommend the Board acting in its capacity as the San Bernardino County Transportation Commission adopt Resolution No. 13082 Authorization for the Execution of the Certifications and Assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account Bond Program. **Phillip Chu**
   This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed this item and a draft of the Resolution.
7. **Caltrans Transportation Planning Grant application: Creating a Vision and Implementation Strategy for Sustainability in the San Bernardino Metrolink Corridor** Pg. 54
   That the Committee recommend the Board:
   1. Authorize staff to pursue a grant application for Caltrans Statewide or Urban Transit Planning funds in an amount not-to-exceed $300,000 for an integrated regional rail/land use vision and implementation strategy for the San Bernardino Metrolink corridor.
   2. Authorize a commitment of $100,000 in Measure I 1990-2010 Transportation Management and Environmental Enhancement (TMEE) funds to use as a match for the grant, should SANBAG be successful in receiving the grant funds. **Steve Smith**

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

Notes/Actions

8. **California High-Speed Rail Amended and Restated Memorandum of Understanding C12197** Pg. 60
That the Committee recommend the Board Approve an Amended and Restated Memorandum of Understanding C12197 between SANBAG, California High Speed Rail Authority, and other Southern California transportation agencies for the preparation of studies for the Los Angeles to San Diego via Inland Empire High-Speed Passenger Rail Corridor.
Justin Fornelli
SANBAG General Counsel and Contract Administrator have approved this item and MOU as to form.

9. **License Agreement to cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with Freedom Telecommunications and the City of Redlands.** Pg. 74
That the committee recommend the Board acting as the San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission:
1. Approve Contract No. R13122 with Freedom Telecommunications granting a license agreement on the San Gabriel Subdivision, San Bernardino Mile Post 90.7
2. Approve Contract No. R13124 with the City of Redlands granting a license agreement on the Redlands Subdivision, Redlands Mile Post 7.3

Monica Morales
This item is not scheduled for review by any other technical advisory committee or policy committee. SANBAG Contract Administrator has approved this item and a draft of the Contracts.

Comments from Committee Members

Public Comment

ADJOURNMENT

Additional Information

Acronym List Pg. 126

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Meeting Procedures and Rules of Conduct

Meeting Procedures
The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility
The SANBAG meeting facility is accessible to persons 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 (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting, Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" 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.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the 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.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" 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.

The Consent Calendar 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.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

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 person 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 meetings. Your cooperation is appreciated!*

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

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on "Request to Speak" forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

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

The Chair.

- At all times, meetings are conducted in accordance with the Chair's direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 1

Date: March 14, 2013

Subject: Information Relative to Possible Conflict of Interest

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

Background: In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than $250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
9	R13122	Freedom Telecommunications	None

Financial Impact: This item has no direct impact on the budget.

Reviewed By: This item is prepared monthly for review by the Board of Directors and Policy Committee members.

*

Approved
Commuter Rail and Transit Committee

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

CRTC1303z-maa

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COMMUTER RAIL AND TRANSIT POLICY COMMITTEE ATTENDANCE RECORD – 2013

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Patrick Morris City of San Bernardino	X	X										
Paul Eaton City of Montclair	X											
James Ramos County of San Bernardino	X	X										
Peter Aguilar City of Redlands	X	X										
Bill Jahn City of Big Bear Lake		X										
Mike Leonard City of Hesperia	X	X										
Larry McCallon City of Highland	X	X										
L. Dennis Michael City of Rancho Cucamonga		X										
Ray Musser City of Upland	X	X										
Richard Riddell City of Yucaipa	X	X										
Alan Wapner City of Ontario	X	X										

X = Member attended meeting. Empty box = Member did not attend meeting. Crossed out box = Not a member at the time.

CRTC-ATT13

COMMUTER RAIL AND TRANSIT POLICY COMMITTEE ATTENDANCE RECORD – 2012

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Patrick Morris City of San Bernardino		X	X	X	X	X	X	X		X	X	
Paul Eaton City of Montclair		X		X	X	X	X	X		X		
Neil Derry County of San Bernardino (Self Suspension 5/3/2011)			X	X		X		X				
Peter Aguilar City of Redlands		X			X	X	X	X		X	X	
Bill Jahn City of Big Bear Lake					X	X		X		X	X	
Mike Leonard City of Hesperia			X	X		X	X	X			X	
Larry McCallon City of Highland		X	X	X	X	X		X			X	
L. Dennis Michael City of Rancho Cucamonga		X	X	X	X	X		X			X	
Ray Musser City of Upland		X	X	X	X	X	X	X		X	X	
Richard Riddell City of Yucaipa		X	X		X	X	X	X		X	X	
Alan Wapner City of Ontario			X	X	X	X				X		

X = Member attended meeting. Empty box = Member did not attend meeting. Crossed out box = Not a member at the time.

CRTC-ATT12

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: March 14, 2013

Subject: SANBAG Fiscal Year 2013/2014 Budget – Commuter Rail and Transit Task Review

Recommendation:* Review and provide direction relative to proposed tasks to be included in the Fiscal Year 2013/2014 Budget.

Background: The proposed Fiscal Year 2013/2014 Budget amounts include prior year Board approved appropriations to be expended in Fiscal Year 2013/2014. The narratives provide information on prior year budget commitments.

SANBAG staff has created tasks relative to the Fiscal Year 2012/2013 Budget. Details included with this item are narrative descriptions and draft total budget information for the tasks which come under the purview of the General Policy Committee. This review of tasks is intended to gain input on the appropriateness of the type and scope of the work effort. At this time, budget amounts and fund types are preliminary pending agency-wide revenue and expenditure compilation and review by SANBAG policy committees.

*

Approved
Commuter Rail and Transit Committee

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
CRTC1303a-maa
Narratives Attached

The following tasks are presented for Committee review:

Task	Transit and Passenger Rail Program	Manager	Proposed Budget
0309	General Transit	Alderman	$1,393,649
0310	Transit Operating	Alderman	$9,495,667
0311	Transit Capital	Alderman	$20,265,069
0352	General Commuter Rail	Alderman	$3,060,807
0377	Commuter Rail Operating	Alderman	$12,628,500
0379	Commuter Rail Capital	Alderman	$87,559,017

The review of Commuter Rail and Transit tasks is intended to gain input on the appropriateness of the type and scope of the work effort. At this time, budget amounts and fund types are preliminary pending agency-wide revenue and expenditure compilation and review by SANBAG policy committees.

Financial Impact: These tasks will be part of the overall budget adoption which establishes the financial and policy direction for the next fiscal year.

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

Responsible Staff: Mitch A. Alderman, Director of Transit and Rail Programs

CRTC1303a-maa
Narratives Attached

TASK: 0309 GENERAL TRANSIT

PURPOSE

Provide for assistance and oversight of San Bernardino County transit operators, including review of their cost effectiveness and efficiency, funding allocation, service modifications, and capital improvements. These operators include Omnitrans, Victor Valley Transit Authority (VVTA), Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (MARTA), Barstow Area Transit (BAT), and Needles Area Transit (NAT). Additionally, Valley Transportation Services (VTrans) has been designated as the Consolidated Transportation Services Agency (CTSA) for the San Bernardino Valley.

Provide representation on regional, state, and national transit associations; promote professional development through participation in the Southern California Association of Governments (SCAG) Regional Transit Task Force, state, and national transit conferences and training sessions; support the evaluation, development, implementation, and maintenance of the TransTrack operator performance reporting system; continued development of Long and Short Range Transit Plans for San Bernardino County transit operators; and lead in the planning and implementation of regional transit projects, including transit centers and bus rapid transit (BRT) services.

ACCOMPLISHMENTS

Participated in meetings of the SCAG Regional Transit Task Force leading to the incorporation of transit-related actions in SCAG's Regional Transportation Plan and continued membership in the following transit associations; California Transit Association (CTA), California Association for Coordinated Transportation (CalACT), and American Public Transportation Association (APTA).

While the subsequent transit related tasks provide a description of the technical process. The process must be followed to insure the flow of federal, state, and local funds to support individual transit system operating and capital improvements. This task will be used to summarize the performance of the seven public transit systems, excluding commuter rail, in San Bernardino County during Fiscal Year 2013/2014.

Omnitrans, serving the urbanized San Bernardino Valley, is the largest operator in the County carrying approximately 16.1 million passengers during Fiscal Year 2011/2012. VVTA carried 1.9 million passengers, MBTA carried 388,000 passengers; BAT carried 214,000 passengers, MARTA carried 145,000 passengers, and NAT carried 33,000 passengers.

Additionally, MBTA and MARTA completed their Comprehensive Operational Analysis during Fiscal Year 2012/2013. During Fiscal year 2014 Omnitrans and VVTA should see the completion of their Comprehensive Operational Analysis reports.

WORK ELEMENTS

This is an ongoing project that includes professional development through participation in regional, State, and national transit association conferences by Board members and staff. Participation provides for exchange of information and policy development ideas relating to transit operations and funding.

This task will also include continued staff and consultant effort required to complete the development of various Short Range Transit Plans for San Bernardino County. The short range planning efforts will provide input to the Comprehensive Transportation Plan (CTP) and Congestion Management Program (CMP) development as well as tracking the feasibility of including transit corridors and other transit-related recommendations contained in the Regional Transportation Plan.

The task also includes legal services that may be required during the year for the transit programs, and professional services to support the continued development, evaluation and implementation of the transit operator reporting system. Specific items of the task include:

1. Attend and participate in Regional, State, and National Association meetings.

2. Continue work on implementing and maintaining the transit operator performance system.

3. Complete the development of Long and Short Range Transit Plans.

4. Share new industry and regulatory information with operators.

PRODUCT

Dissemination of information and technical assistance to operators. The evaluation, further development implementation, and maintenance of the transit operator performance reporting system will be of benefit to the operators and SANBAG. Providing technical assistance to the various transit operators as required. The development of Short Range Transit Plans for the County.

CONTRACT INFORMATION

a. Existing Contracts
   i. 1000321, Transit and Specialized Transportation Planning Services, Amount Budgeted $120,000.

b. New Contracts
   i. RFP, Staff Augmentation, Amount Budgeted $100,000, Total Estimated Contract Amount $100,000.
   ii. RFP, Consolidation Study, Amount Budgeted $500,000, Total Estimated Contract Amount $500,000.

PRIOR YEAR BUDGETED COMMITMENTS

The proposed Fiscal Year 2013/2014 budget includes Board approved fiscal year 2012/2013 appropriations in the estimated amount of $29,000.

MANAGER: Mitch A. Alderman, Director of Transit and Rail Programs

Transit & Passenger Rail

Task 0309 General Transit

	2010-2011 Actual	2011-2012 Actual	2012-2013 Revised Budget	2013-2014 Budget
Expenditures				
Regular Full-Time Employees	171,397	145,883	110,069	143,756
Overtime	-	360	600	625
Fringe Allocation-General	149,379	143,278	100,974	145,768
Professional Services	1,383,149	652,658	546,747	727,000
Consulting Services	7,952	8,563	1,437	-
Attendance Fees	1,000	1,157	3,300	3,300
Legal Fees	1,086,322	1,558,420	35,000	125,000
Utilities	-	214	361	-
Right of Way Capital	4,085,653	858,364	-	-
Dues & Subscriptions	150	349	14,750	15,656
Training/Membership	14,725	18,659	17,500	18,844
Postage	368	628	750	500
Travel Expense - Employee	2,008	2,798	5,000	5,000
Travel Expense-Mileage-Employee	2,688	1,992	1,000	1,000
Travel Expense-Mileage-Non-Employee	172	-	500	200
Travel Expense-Other-Metrolink Tickets	-	165	-	-
Advertising	162	81	2,000	5,000
Printing - External	464	-	1,000	500
Printing - Internal	-	-	300	150
Contributions/Sponsorships	2,638,547	2,951,665	60,000	2,295
Office Expense	15	-	500	500
Meeting Expense	764	481	500	500
Indirect Allocation-General	237,948	225,752	188,419	198,055
Total Expenditures	9,782,862	6,571,468	1,090,707	1,393,649

Funding Sources	
Local Transportation Fund - Planning	1,391,354
MSI Valley Fund-Senior/Disabled	2,295
Total Funding Sources	1,393,649

TASK: 0310 TRANSIT OPERATING

PURPOSE

Provide funding for the operation of seven transit operators in San Bernardino County , including Omnitrans, Victor Valley Transit Authority (VVTA), Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (MARTA), Barstow Area Transit (BAT), Needles Area Transit (NAT), and Valley Transportation Services (VTS) (aka VTrans).

ACCOMPLISHMENTS

During prior fiscal years, the SANBAG Budget included individual tasks for each of the transit operators. These tasks had historically been used to account for individualized staff assistance for each of the transit operators. However, now that SANBAG is directly receiving all of the Senior and Disabled Transit funds for the County and SANBAG created a new Consolidated Services Transportation Agency, Valley Transportation Services (VTrans), general transit support and assistance related activities are consolidated under Task 0310 General Transit. This task provides for the consolidation of transit operating funds that are provided to each of the transit operators. This structure mirrors the structure that has been used successfully under the Commuter Rail program.

The operating funds provided to the transit operators offer for financial assistance to offset the cost associated with paratransit service by the transit operators for those that meet the qualifications for the under the Americans with Disabilities Act. The operating funds administered under this task are also used to provide subsidized fares for seniors.

WORK ELEMENTS

Coordinate Measure I Senior and Disabled program funds for disbursement to the transit operators within each of the Measure I Subareas.

PRODUCT

Operating fund for Transit Operators.

CONTRACT INFORMATION

a. Existing Contracts
   i. 1000703, Cooperative Agreement for Feasibility Study, Amount Budgeted $50,000.
   ii. 1000431, Operation of a consolidated transportation services agency to provide for the coordination of transit services for seniors and persons of disability, Budgeted Amount $3,056,688.
   iii. 100746, San Bernardino Regional Vanpool Program – Victor Valley Phase, Amount Budgeted $367,720.

PRIOR YEAR BUDGETED COMMITMENTS

The proposed Fiscal Year 2013/2014 budget includes Board approved fiscal year 2012/2013 appropriations in the estimated amount of $1,082,693.

MANAGER: Mitch A. Alderman, Director of Transit and Rail Programs

Transportation Fund Administration

Task 0310 Transit Operations

	2010-2011 Actual	2011-2012 Actual	2012-2013 Revised Budget	2013-2014 Budget
Expenditures				
Regular Full-Time Employees	-	-	31,279	-
Fringe Allocation-General	-	-	28,539	-
Contributions/Sponsorships	6,178,047	6,706,833	8,864,600	9,495,667
Indirect Allocation-General	-	-	53,254	-
Total Expenditures	6,178,047	6,706,833	8,977,672	9,495,667

Funding Sources	
Local Transportation Fund - Planning	50,000
MSI Valley Fund-Senior/Disabled	1,180,492
MSI Victor Valley Fund-Senior/Disabled	682,310
MSI Victor Valley Fund-Traffic Mgmt Sys	290,499
MSI North Desert Fund-Senior/Disabled	278,500
MSI North Desert Fund-Traffic Mgmt Sys	77,221
MSI Colorado River Fund-Senior/Disabled	11,000
MSI Morongo Basin Fund-Senior/Disabled	104,268
MSI Mountain Fund-Senior/Disabled	95,181
MSI Valley Fund-Elderly/Disabled	6,726,196
Total Funding Sources	9,495,667

TASK: 0311 TRANSIT CAPITAL

PURPOSE

Evaluate the effectiveness and efficiency and implement capital improvements proposed by the transit agencies within the County of San Bernardino.

ACCOMPLISHMENTS:

1. Barstow Area Transit (BAT) helped launch the new BV link service in January 2011 which connects communities of Barstow, Apple Valley, and Victorville, 3 days per week, 3 trips per day.

2. Mountain Area Transit Authority (MARTA) recently completed their Comprehensive Operational Analysis. Through this they have developed a marketing plan to help increase ridership which includes a logo redesign.

3. Morongo Basin Transit Authority (MBTA) implemented a Transportation Assistance Program (TAG) which is a grant program for social service agencies within the Morongo Basin area. The TAG program helps to address unmet transit needs that public transportation in that area cannot meet.

4. Needles purchased two new buses and continued operations.

5. Omnitrans continued work on the sbX Bus Rapid Transit (BRT) project along the "E" Street corridor. The "E" street BRT is the first such transit service to be implemented in the San Bernardino Valley. Construction will be completed and sbX will be operational in Fiscal Year 2013/2014.

6. Victor Valley Transit (VVTA): SANBAG secured 3-years of CMAQ demonstration funding for a pilot program linking the Barstow area to the Victor Valley. This life-line service is called the BV Link and started in January 2011. SANBAG also secured additional funding to extend the BV Link from Victorville to San Bernardino. Victor VVTA has also received $1.491 million dollars of Federal Transit Administration Section 5309 discretionary grants to create and operate a successful vanpool program for the High Desert and Barstow areas. Additionally, in May of 2012, VVTA began service for Fort Irwin. SANBAG and VVTA began its vanpool program and obtained a grant for the start-up of this new service.

7. Valley Transportation Services (VTrans) implemented the Mobility Travel Training program (MTT), which is a three-year project totaling $1.23 million dollars. MTT teaches seniors and persons with disabilities how to navigate public transportation. VTrans is also a funding partner for the U.S. Department of Veteran Affairs One Call/One Click program which provides veterans and their families a centralized location where they can access information on social services and public transportation. VTrans is an active funding partner to many social services agencies to help reduce access service demands.

8. San Bernardino Transit Center (SBTC): SANBAG, in partnership with Omnitrans, completed the final design and environmental clearance for the project. SBTC will be the major hub for mass transit services in San Bernardino Valley, including 22 bus bays and rail platforms for Metrolink and Redland Rail service. Immediate access to the Rialto Avenue sbX station will provide connectivity from CSU San Bernardino to Loma Linda University providing enhanced mobility options for students, faculty and visitors. The addition of the San Bernardino and Inland Empire Orange County Metrolink lines will provide unprecedented access to the entire Southern California region from Downtown San Bernardino.

WORK ELEMENTS

1. Complete work on the "E" Street BRT Project.

2. Continue work on the San Bernardino Transit Center.

3. Continue work on the Van Pool program for the High Desert including the Barstow Area.

PRODUCT

1. Begin construction of San Bernardino Transit Center.

2. Completion of sbX construction.

3. Begin operations of sbX BRT.

CONTRACT INFORMATION

a. Existing Contracts
   i. 1000133, Allocation of Proposition 1B PTMISEA Funds for Purchase of Three Paratransit Vehicles, Budgeted Amount $70,069.
   ii. 1000462, sbX Right-of-Way Acquisition, Budgeted Amount $10,373.
   iii. 1000636, Legal Services for E Street sbX Right-of-Way Acquisition, Budgeted Amount $1,102,986.
   iv. 1000251, Cooperative Agreement between SANBAG for Design, Construction & Administration of E street sbX BRT project, Budgeted Amount $2,000,000.
   v. 1000584, Construction Management Services for the Omnitrans Bus Facility, Budgeted Amount $715,890.
   vi. 1000612, Architectural and Engineering Services for the San Bernardino Transit Center Omnitrans Bus Facility, Budgeted Amount $650,000.

b. New Contracts
   i. RFP, Transit Center Construction, Amount Budgeted $11,428,093, total Estimated Contract amount $11,428,093.

LOCAL FUNDING SOURCE DETAIL

i. Omnitrans - $3,042,478.

PRIOR YEAR BUDGETED COMMITMENTS

The proposed Fiscal Year 2013/2014 budget includes Board approved Fiscal Year 2012/2013 appropriations in the estimated amount of $3,700,000.

MANAGER: Mitch A. Alderman, Director of Transit and Rail Programs

Transit & Passenger Rail

Task 0311 Transit Capital

	2010-2011 Actual	2011-2012 Actual	2012-2013 Revised Budget	2013-2014 Budget
Expenditures				
Regular Full-Time Employees	-	5,339	43,959	78,499
Overtime	-	101	-	-
Fringe Allocation-General	-	5,330	40,109	79,253
Professional Services	-	-	1,762,272	2,370,890
Consulting Services	-	570,378	600,000	10,373
Legal Fees	-	1,306	2,042,800	1,000,000
Construction Capital	-	-	5,000	11,048,093
Right of Way Capital	-	-	3,995,000	3,300,000
Postage	-	-	700	500
Travel Expense - Employee	-	-	-	250
Travel Expense-Mileage-Employee	-	-	150	250
Contributions/Sponsorships	-	-	1,767,474	2,270,069
Indirect Allocation-General	-	8,398	74,843	107,681
Total Expenditures	-	590,851	10,332,307	20,265,858

Funding Sources	
Local Transportation Fund - Rail	820,000
Transportation Enhancement Activities	992,000
Public Trans Modern,Improve&Svc Enhance	70,069
MSI Valley Fund-Express Bus/Rapid Trans	2,200,000
Local Projects Fund	3,042,478
Transit Center Project Fund	13,141,311
Total Funding Sources	20,265,858

TASK: 0352 GENERAL COMMUTER RAIL

PURPOSE

Work with the four other county transportation commissions that along with SANBAG comprise the Southern California Regional Rail Authority (SCRRA), the operator of the Metrolink commuter rail system to make the commuter rail program safe, efficient, and effective. Represent the San Bernardino County commuter rail interests at the regional, State, and national levels.

ACCOMPLISHMENTS

SANBAG shares operating expenses with the Los Angeles County Metropolitan Transportation Authority (LACMTA), the Riverside County Transportation Commission (RCTC), and the Orange County Transportation Authority (OCTA) for the three Metrolink routes that service San Bernardino County. These three lines typically carry up to 50% of the total Metrolink passengers; The San Bernardino Line alone carries about 30% and boasts the highest fare box recovery on the entire Metrolink system.

1. During Fiscal Year 2012/2013, SANBAG worked with the four other County Transportation Commissions and SCRRA to purchase additional Crash Energy Management rail cars, purchase Tier 4 locomotives, and work towards the implementation of Positive Train Control.

SANBAG continued to coordinate activities with the California High-Speed Rail Authority through its MOU with the Southern California Association of Governments (SCAG), San Diego Association of Governments (SANDAG), RCTC, LACMTA, and the San Diego County Regional Airport Authority for the Los Angeles to San Diego segment via San Bernardino County high-speed passenger rail corridor.

WORK ELEMENTS

1. Represent the interest of the County on the SCRRA Technical Advisory Committee and advise SANBAG representatives on the SCRRA Board.

2. Attend SCRRA Board and policy committee meetings, and the American Public Transportation Association Annual Rail (APTA) Conference.

3. Attend the American Railway Engineering and Maintenance of Way Association (AREMA) meetings and Annual AREMA Conference.

4. Provide staff support to the SANBAG Commuter Rail and Transit Committee. Manage SANBAG railroad assets and real properties.

5. Coordinate with professional services contractor on commuter rail issues.

6. Continue support and coordination the California High Speed Authority Project.

PRODUCT

Memoranda on the Commuter Rail Program, railroad assets and real properties and high speed rail assets for the SANBAG Commuter Rail and Transit Committee and Board.

CONTRACT INFORMATION

a. Existing Contracts
   i. 1000731, Legal Services – Assistant to Legal Counsel, Amount Budgeted $125,000.

b. New Contracts
   i. RFP, Staff Augmentation, Amount Budgeted $200,000, Total Estimated Contract Amount $200,000.

MANAGER: Mitch A. Alderman, Director of Transit and Rail Programs

Transit & Passenger Rail

Task 0352 General Commuter Rail

	2010-2011 Actual	2011-2012 Actual	2012-2013 Revised Budget	2013-2014 Budget
Expenditures				
Regular Full-Time Employees	64,167	61,997	132,029	160,688
Regular Part-Time Employees	1,544	-	-	-
Overtime	-	659	600	625
Fringe Allocation-General	56,675	61,386	121,011	162,862
Professional Services	65,016	1,493	260,000	2,340,000
Attendance Fees	3,000	4,243	9,900	9,900
Legal Fees	20,304	22,776	22,187	125,000
Dues & Subscriptions	736	-	5,000	5,000
Training/Membership	1,725	4,126	4,000	4,000
Postage	-	335	500	250
Travel Expense - Employee	8,566	5,835	10,000	18,300
Travel Expense - Non-Employee	1,878	2,326	5,000	5,000
Travel Expense-Mileage-Employee	184	211	600	1,000
Travel Expense-Mileage-Non-Employee	517	987	1,000	1,000
Travel Expense-Other-Metrolink Tickets	-	47	400	-
Advertising	375	92	2,000	5,000
Printing - External	-	-	150	150
Office Expense	73	158	300	250
Meeting Expense	445	283	500	500
Indirect Allocation-General	92,505	96,721	225,807	221,282
Total Expenditures	317,709	263,676	800,984	3,060,807

Funding Sources	
Local Transportation Fund - Planning	1,460,807
Local Transportation Fund - Rail	1,600,000
Total Funding Sources	3,060,807

TASK: 0377 COMMUTER RAIL OPERATING

PURPOSE

To assist in reducing congestion, air pollution, and energy consumption by providing reliable and safe commuter rail service within and between San Bernardino County and Los Angeles, Orange, and Riverside Counties.

ACCOMPLISHMENTS

To the extent feasible, service levels have been increased to meet the growing demand. With the current limitations of operating agreements with the Burlington Northern Santa Fe Railway and the Union Pacific Railroad, no additional weekday service can be added to the Inland Empire Orange County (IEOC) or Riverside lines. Express train service continues between San Bernardino and Los Angeles Union Station (LAUS). The express train operates one time for the morning commute to Los Angeles leaving San Bernardino with stops in Rancho Cucamonga and Covina and terminating at LAUS. The evening express train operates during the return commute with the stops at Covina and Rancho Cucamonga before terminating in San Bernardino.

WORK ELEMENTS

Provide operating subsidy for Southern California Regional Rail Authority's (SCRRA) Metrolink service in San Bernardino County and payments for railroad right-of-way maintenance. Levels of commuter rail service proposed for Fiscal Year 2013/2014 could increase with the addition of another express train or conversion of an existing train into an express train during peak morning and afternoon commute times into and out of LAUS. This task also includes the reimbursement of other agencies' expenses for maintenance of railroad right-of-way owned by SANBAG but not maintained by SCRRA. It also includes funding for the San Bernardino and IEOC line's weekend marketing efforts sponsored by SANBAG.

1. Obtain Board approval for filing Local Transportation Fund (LTF) claim for passenger rail operating assistance.
2. Process quarterly disbursements to SCRRA.
3. Monitor maintenance of railroad right-of-way, including determining work location, schedule, field verification of work performed, and processing payments.
4. Work with SCRRA staff to improve financial/accounting practices and monitoring.

PRODUCT

Provisions for high-quality commuter rail passenger service and maintenance of railroad rights-of-way owned by SANBAG.

CONTRACT INFORMATION

a. Existing Contracts
   - i. 1000472, On-call Railroad Right-of-Way Property Management, Budgeted Amount $576,200.
   - ii. 1000145, Maintenance on Active Right-of-Way, Budgeted Amount $147,300.

PRIOR YEAR BUDGETED COMMITMENTS

The proposed Fiscal Year 2013/2014 budget includes Board approved Fiscal Year 2012/2013 appropriations in the estimated amount of $200,000.

MANAGER: Mitch A. Alderman, Director of Transit and Rail Programs

Transit & Passenger Rail

Task 0377 Commuter Rail Operating Expenses

	2010-2011 Actual	2011-2012 Actual	2012-2013 Revised Budget	2013-2014 Budget
Expenditures				
Regular Full-Time Employees	1,183	2,144	9,615	-
Fringe Allocation-General	1,037	2,100	8,773	-
Professional Services	3,215	30,573	18,312	-
Legal Fees	-	2,375	3,000	-
Utilities	252	195	300	-
Rail Maintenance Of Way	95,211	678,308	753,000	581,200
Postage	595	6	100	-
Travel Expense-Mileage-Employee	19	28	-	-
Contributions/Sponsorships	9,614,698	9,604,495	8,752,700	12,047,300
Meeting Expense	26	-	-	-
Indirect Allocation-General	1,652	3,309	16,370	-
Total Expenditures	9,717,888	10,323,533	9,562,170	12,628,500
Funding Sources				
Local Transportation Fund - Rail				12,047,300
Rail Assets				581,200
Total Funding Sources				12,628,500

TASK: 0379 COMMUTER RAIL CAPITAL

PURPOSE

Fund capital improvements and projects that result in maintaining high quality commuter rail service, safe operations, and service expansion.

ACCOMPLISHMENTS

Since the inception of the SANBAG commuter rail program a substantial investment has been made for the acquisition of railroad rights-of-way and commuter rail equipment as well as the construction of stations, track, and signal improvements necessary to operate safe and reliable service. With the initial and basic infrastructure in place, funding has been directed towards maintaining that investment as well as supporting the Southern California Regional Rail Authority (SCRRA) (or Metrolink) in their implementation of Positive Train Control (PTC), replacement and rehabilitation of locomotives to meet upcoming emission requirements, and replacement and rehabilitation of passenger cars. In addition, SANBAG has completed the design for the Downtown San Bernardino Passenger Rail Project (DSBPRP), which extends Metrolink service from the Santa Fe Depot to the multi-modal San Bernardino Transit Center. Construction efforts to expand Metrolink's Eastern Maintenance Facility, required to implement the DSBPRP, have also begun and will be completed in Fiscal Year 2013/2014. SANBAG also started preliminary design and environmental clearance for the Redlands Passenger Rail Project (RPRP), which would provide passenger rail service from the San Bernardino Transit Center to the University of Redlands.

WORK ELEMENTS

Financing required for SCRRA new capital projects has become increasingly difficult to obtain. The implementation of PTC together with budget short-falls has placed additional financial pressure on the five member agencies – SANBAG, LACMTA, RCTC, VCTC, and OCTA. SANBAG will continue to seek agreement with LACMTA for funding to construct additional capacity improvements on the San Bernardino line. This capital expense task consists of five primary programs:

1. Funding for the implementation of PTC.

2. Funding for the SCRRA annual rehabilitation and renovation program (capital maintenance) for infrastructure, locomotives, and rolling stock.

3. Establishment of a rolling stock replacement fund.

4. New potential capital projects on the San Gabriel Subdivision including sealed corridor improvements, double track, rail access to the Ontario and San Bernardino Airports, and improved land use around Metrolink stations to promote transit oriented development.

5. The construction of DSBPRP and the design and construction of RPRP.

The majority of funding for the above projects will be comprised of Federal funds with Measure I Valley Rail funds being the local match, Transportation Development Act funds, and State bond proceeds. Federal funds needed for specific SCRRA projects will be applied for by SCRRA and will not flow through the SANBAG Budget. Other Federal funds for the DSBPRP and RPRP will be included in the SANBAG budget. Historically SCRRA claimed all Federal Rail dollars on behalf of SANBAG; however in Fiscal Year 2013/2014 SANBAG is going to allocate some monies for current SANBAG rail projects. SCRRA is not proposing to do any capital projects that affect SANBAG for this budget year.

PRODUCT

Capital maintenance and new capital projects will improvement quality commuter train operations and expansion as well as the safe operation of freight trains.

CONTRACT INFORMATION

a. Existing Contracts

i. 1000583, Construction Management Services DSBPRP, Amount Budgeted $6,155,540.

ii. 1000571, Legal Services for DSBPRP and RPRP, Amount Budgeted $1,593,862.

iii. 1000725, Construction services for Eastern Maintenance Facility, Amount Budgeted $4,939,715.

iv. C13026, Rialto Metrolink Parking Expansion, Budgeted Amount $2,300,000.

v. 1000693, Memorandum of Understanding for Design and Construction Support for the Eastern Maintenance Facility and the Downtown San Bernardino Passenger Rail Project, Amount Budgeted $738,975.

vi. 1000248, Design services for DSBPRP and RPRP, Amount Budgeted $2,597,636.

b. New Contracts

i. RFP, San Bernardino Line Improvements, Amount Budgeted $1,000,000, Total Estimated Contract Amount $1,000,000.

ii. RFP, Engineering Services for Rehab Improvements, Amount Budgeted $1,500,000, Total Estimated Contract Amount $1,500,000.

iii. IFB, Redlands Branch Crossing Improvements; Rehab, Amount Budgeted $6,000,000, Total Estimated Contract Amount $6,000,000.

iv. IFB, Downtown San Bernardino Passenger Rail Project Construction, Amount Budgeted $43,122,808, Total Estimated Contract Amount $43,122,808.

v. IFB, H Street Storm Drain Protection Slab, Amount Budgeted $245,000, Total Estimated Contract Amount $245,000.

vi. IFB, Building Demolition, Amount Budgeted $1,060,000, Total Estimated Contract Amount $1,060,000.

vii. RFP, Harvey House Improvements, Amount Budgeted $1,250,000, Total Estimated Contract Amount $1,250,000.

viii. RFP, City of Fontana Grade Crossing Improvement Project, Amount Budgeted $1,000,000, Total Estimated Contract Amount $1,000,000.

PRIOR YEAR BUDGETED COMMITMENTS

The proposed Fiscal Year 2013/2014 budget includes Board approved Fiscal Year 2012/2013 appropriations in the estimated amount of $7,182,475.

MANAGER: Mitch A. Alderman, Director of Transit and Rail Program

Transit & Passenger Rail

Task 0379 Commuter Rail Capital Expenses

	2010-2011 Actual	2011-2012 Actual	2012-2013 Revised Budget	2013-2014 Budget
Expenditures				
Regular Full-Time Employees	42,834	58,648	127,231	129,566
Overtime	-	123	620	-
Fringe Allocation-General	36,660	57,580	116,659	130,811
Professional Services	18,311	553,228	1,521,750	3,187,545
Consulting Services	6,540,365	12,348,305	11,762,300	2,597,636
Legal Fees	5,083	18,684	2,000,500	1,593,862
Rail Maintenance Of Way	-	97,153	147,300	-
Construction Capital	-	-	11,257,313	72,381,698
Right of Way Capital	-	-	6,575,250	5,293,500
Postage	22	230	500	-
Travel Expense - Employee	67	393	5,000	-
Travel Expense-Mileage-Employee	153	936	500	-
Advertising	-	386	500	-
Printing - External	-	758	-	-
Printing - Internal	-	20	-	-
Contributions/Sponsorships	10,607,791	548,605	2,262,100	2,066,665
Office Equip/Software-Inventorial	5,731	-	-	-
Computer Hardware & Software	-	25,735	13,306	-
Indirect Allocation-General	58,397	90,723	217,574	177,734
Total Expenditures	17,315,415	13,801,508	36,008,403	87,559,017

Funding Sources	
Local Transportation Fund - Planning	87,622
Local Transportation Fund - ART 3 Bicycl	1,000,000
Local Transportation Fund - Rail	15,672,097
State Transit Assistance Fund - Rail	9,986,808
Rail Assets	1,777,690
Congestion Mitigation & Air Quality	10,921,226
Federal Transit Administration 5337	7,500,000
State Local Partnership Program-P1B	10,306,000
Public Trans Modern,Improve&Svc Enhance	6,500,000
Transit Sys Safety Sec Disaster Recovery	3,695,542
MSI Valley Fund-Metrolink/Rail Service	10,112,032
Valley Metrolink/Rail Bond Fund	10,000,000
Total Funding Sources	87,559,017

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San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: March 14, 2013

Subject: Presentation on Transit Oriented Development Plans for Redlands Passenger Rail Project

Recommendation:* Receive Presentation by the City of Redlands, the University of Redlands and ESRI.

Background: A presentation will be given by the City of Redlands, the University of Redlands and ESRI on the planning efforts being undertaken to support transit oriented development, private investment and increased ridership for the Redlands Passenger Rail Project.

Financial Impact: There is no financial impact associated with this item.

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

Responsible Staff: Mitch Alderman, Director of Rail & Transit Programs

*

Approved
Commuter Rail and Transit Committee

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

CRTC1303b-maa

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: March 14, 2013

Subject: Unmet Transit Needs Public Hearings and Findings

Recommendation:* That the Committee recommend the Board:

1. Review the testimony from the September 2012 Unmet Transit Needs Public Hearings.
2. Adopt Resolution R 13-043 of the San Bernardino County Transportation Commission Unmet Transit Needs Findings.

Background: During September 2012, SANBAG, acting as the County Transportation Commission, held two public hearings for the Mountain/Desert Region in the San Bernardino County in response to the Transportation Development Act (TDA) requirement to obtain testimony regarding unmet transit needs that can be reasonably met (PUC §99238.5 and 99401.5). The first meeting was held on September 17, 2012, in Hesperia, covering the upper desert and the second meeting was held on September 27, 2012, in Joshua Tree covering the lower desert region. The governing bodies of the Victor Valley Transit Authority (VVTA) and the Morongo Basin Transit Authority (MBTA) served as the hearing boards.

*

Approved
Commuter Rail and Transit Committee

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
CRTC1303a-ns
Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/Res%2013043.docx
http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1303/AgendaItems/CRCT1303a2-ns.pdf

Attachment A provides the definitions of "unmet transit needs" and "reasonable to meet" adopted by the Commission on August 1, 2012. The definitions have been used to determine the recommended formal findings contained in Resolution R 13-043. Attachment B is Resolution R 13-043 that contains the formal findings from the public hearing process. Attachment C provides a summary of the testimony received and recommended staff response.

Upper Desert Region

Victor Valley Transit Authority Service Area:

- Service expansion requests, to increase service frequency and coverage;
- Service connectivity and fare structure;
- Additional bus stop requests at the Juvenile Detention Center, Santiago mobile home estates and on Route 43 as well as a general request shelters and benches through the service area;
- Adding Sunday Service;
- Service expansion for Lucerne Valley and Outlying Area;
- Service Performance;
- Down-the-Hill Transportation Service;
- Service Animal Policy;
- Driver Stop Announcement;
- North Desert/Barstow Area would like to see a subsidized fare for the low-income population.

Lower Desert

Morongo Basin Transit Authority Service Area:

- Service expansion requests to Banning/Beaumont, to Johnson Valley and Wonder Valley and Landers Loop;
- Preventative Maintenance concerns related to seatbelts, signals and general maintenance of the bus;
- Ready Ride concerns related to wheel-chair position in a vehicle, waiting time, missed pick-ups, waiting times and carry-on package policy;
- On-Time Performance;
- Adding Sunday Service;
- Bus Stop Improvements, including shelters, for stops on existing routes;
- Rider compliments.

During this hearing process, it was determined and is recommended that a finding of unmet needs can reasonably be met and that VVTA be directed to implement Sunday Service potentially in conjunction with other service modifications. In accordance with the TDA farebox exemption statue which allows for up to three

years to test new services before applying minimum fare box standards, it's also recommended at least a two-year trial period to operate and market this new service. It's important to note that during the past seven (7) unmet needs hearings adding Sunday service was a major request. During previous hearings, VVTA was not able to reasonably meet this request due to the expenses to revenue and the ability to generate sufficient ridership. At this time VVTA has the ability to implement this service without a major impact to their budget and is looking towards implementing Sunday service that will best generate the most ridership.

Financial Impact: This item has no direct financial impact on the adopted budget

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

Responsible Staff: Nancy Strickert, Transit Analyst

CRTC1303a-ns
Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/Res%2013043.docx
http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1303/AgendaItems/CRCT1303a2-ns.pdf

Attachment A

Definitions of "Unmet Transit Needs" and "Reasonable to Meet" adopted by the San Bernardino County Transportation Commission Board of Directors on August 1, 2012

Unmet Transit Needs: Unmet transit needs are any deficiency in the provision of public transit services, specialized transit service or private for-profit and non-profit transportation.

Reasonable to Meet: Reasonable to meet is a determination to be made based upon the following guidelines, performance and financial standards:

A. Community acceptance – The proposed service has community acceptance and support as determined by the Unmet Transit Needs public hearing record, the inclusion of adopted programs and plans, the adoption of governing board positions and other existing information.

B. Timing

1. The proposed service shall be in response to an existing rather than future need

2. The proposed service shall be implemented consistent with the timing for federal and state grant approval if such a grant is the most appropriate primary method of funding.

C. Equity – the proposed service shall:

1. Not unreasonably discriminate against or in favor of any particular segment of the community.

2. Not result in reduced service levels for other parts of the transit system that have equal or higher priority.

3. Require a subsidy per passenger generally equivalent to a 120% of similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify.

D. Cost effectiveness – the proposed service shall:

1. Not duplicate other existing transportation services or resources.

CRTC1303a-ns
Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/Res%2013043.docx
http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1303/AgendaItems/CRCT1303a2-ns.pdf

2. Consider opportunities for coordinating amount adjoining public entities or with private transportation providers and/or funding agencies in order to maximize existing resources (including financial) as well as legal or customary responsibilities of other entities such as social service agencies, religious organizations and schools.

3. Not adversely affect the operator's ability to meet the required ratio of fare revenue to operating cost after two full fiscal years of operations.

4. Meet a productivity level of 80% of the average number of passengers per hour for similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify.

E. Operational feasibility – The proposed service must be safe to operate, including the operation of vehicles on adequately maintained roadways.

CRTC1303a-ns
Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/Res%2013043.docx
http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1303/AgendaItems/CRCT1303a2-ns.pdf

ATTACHMENT B

San Bernardino Associated Governments
Transportation Development Act – Unmet Transit Needs Public Hearing
Upper Desert Region – September 17, 2012

Testimony	Response
Note: Comments include both testimony given at the VVTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
SERVICE EXPANSION REQUESTS **Service Frequency and Coverage** • Need to extend the ½ hour frequency to 5:30 a.m. on Route 31 and Route 45. *Terry Martini, Adelanto* *Peggy Funk, via email* • Increased frequency to every ½ hour is needed on Routes 41 and 52. *Terry Martini, Adelanto* • Connections from Route 23 to Routes 40, 41, or 47 are difficult because of the 1 hour headway. Need to shorten route 23 and create a bus that stays in the area. *Robert Hanna, Lucerne Valley* • Need for NTC route to add Barstow Jr. High School as a drop-off and p/u location *Donette Kendall, Apple Valley* *Debra Petrillo, Barstow* • Need for earlier and later buses and more frequent routes, especially on routes that service schools *Hasan Hasan, Adelanto* *Alyssa Hackett, Apple Valley* • Suggests that a small circulator be created for residents of Just Ranch and Spring Valley to travel to the Apple Valley shopping areas. *Teresa Olivo, Dept. of Aging and Adult Services* • No service to Brewster Park or the trailer park at Waterloo and Dale Evans. Nearest stop is a mile away *Lia Hamilton, Apple Valley* • Need a bus that can deviate and service the medical facilities on Corwin *Lia Hamilton, Apple Valley*	These recommendations for ***increased service frequency, greater coverage*** and ***more days of operation*** are being assessed and addressed through the Comprehensive Operational Analysis (COA) that VVTA is currently conducting. An in-depth analysis of most aspects of VVTA's services, its recommendations provides a long-term plan for VVTA for the next five to seven years. The COA recommendations will be available for public comment early in 2013.

Testimony	Response
Note: Comments include both testimony given at the VVTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
Service Connections and Fares • Need for improved connectivity between buses. Currently missing transfers during peak hours • Deviation route to Hesperia Lake is too expensive *Lee Ann Mercer, Hesperia*	These issues of ***service connectivity*** and fare ***structure*** are being assessed and addressed through the Comprehensive Operational Analysis (COA) that VVTA is currently conducting. An in-depth analysis of most aspects of VVTA's services, its recommendations will provide for a long-term plan for VVTA for the next five to seven years. The COA recommendations will be available for public comment early in 2013.
Juvenile Detention Center Service Request • A stop is needed at the High Desert Juvenile Detention Center- 21101 Dale Evans Parkway, Apple Valley. Visitors, largely parents and many dependent upon public transit, travel here on Monday through Thursday for visiting hours from 4:30 p.m. to 9 p.m. There are 110 minors housed at the facility and 30 to 40 family members visit weekly. *Peter Bockman* *High Desert Juvenile Detention and Assessment Center*	This facility is approximately 6 miles beyond Route 40's Wanaque/ Serrano and Carlisle stops, at its northernmost locations. At present, it is not feasible to serve the Detention Center. However, VVTA is encouraged to consider future year tripper-type services that might provide periodic service, perhaps just several nights a week, if other northward Apple Valley destinations can also be served. Further, facility administrators may wish to pursue vehicle donation opportunities – through VVTA – where visiting parents could conceivably be met at the Route 40 stops. The Detention Center would become responsible for maintaining and operating the vehicle, to assist family members in making connections to or from available public transit. If no such vehicle was anticipated from the VVTA vehicle replacement program, the Detention Center may be eligible for a capital project through the March 2013 High Desert JARC/ New Freedom grant cycle.
Sunday Service • Riders need [restoration of] Sunday service in order do shopping, go to the mall, pharmacy to get medicine, go to church and go to work and maintain independence. *Laura Mancha, Rolling Start* *Terry Martini, Adelanto* *Robert Hanna, Lucerne Valley* *Cruz Vizcaino, Victorville* *Hasan Hasan, Adelanto* *Alyssa Hackett, Apple Valley*	Recommend that this is a finding of unmet need that can reasonably be met and that the VVTA be directed to implement Sunday service, potentially in conjunction with other service modifications that are recommended through the COA process. In accordance with the TDA fare box exemption statute which allows for up to three years to test new services before applying minimum fare box standards, SANBAG recommends at least a two-year trial period to operate and market this new service. It is further recommended that the specific operational design be focused on serving work and work-related trips, such as retail jobs where employees have Sunday shifts. Addition of Sunday service often creates increased weekday ridership as well.

Testimony	Response
Note: Comments include both testimony given at the VVTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
Lucerne Valley and Outlying Area Service Request • Need extended late night service in Lucerne Valley after 7pm especially during the minor league baseball season in Adelanto for the Mavericks games. • Route 23 only services Foothill and Mesa on return from Apple Valley and makes for a 1½ hour trip. • Currently no return trip from Lucerne to Foothill, Mesa, Esmeralda and Crystal Creek roads. *Robert Hanna, Lucerne Valley*	These recommendations for additional service to ***Lucerne Valley and outlying area services*** are being assessed and addressed through the Comprehensive Operational Analysis (COA) that VVTA is currently conducting. COA recommendations will be available for public comment early in 2013.
Service Performance • Missed connections with deviated route from route 40. Stranded after missing deviation pick-up on last bus of the evening, put to voice mail. No one was manning the phone after hours. *Lia Hamilton, Apple Valley*	VVTA's COA will address service performance matters and will make specific recommendations to improve service reliability. Additionally, VVTA is directed to review any safe-ride-home practices, including procedures and timing of dispatch at the end of the day and in communication protocols between paratransit and fixed-route dispatch. Such procedures, and any last run procedural clarifications, should be communicated to the ridership in a variety of ways.
Down-the-Hill Transportation Service • Lifeline service is helpful, but down-the-hill services is needed more than three times per week *Lee Ann Mercer, Hesperia* B-V Link services is very helpful in getting low-income people from Barstow to Apple Valley [and now on to the San Bernardino Valley]. *Sheri Randolph, Desert Manna*	The new service between Barstow, Victorville and San Bernardino, called the B-V Link was initiated in January 2011 and expanded Oct. 1st, 2012 to originate in Fort Irwin National Training Center. Three days a week, there are two daily roundtrips from Fort Irwin and four daily round trips between Victorville and the San Bernardino Valley Operating grants to make this possible only fund the Lifeline service at its current three-day-a-week schedule. This service was a recommendation of the ***2009 Victor Valley Long Distance Commuter Needs Assessment.*** That study concluded that there was insufficient demand to support a VVTA fixed-route commuter service. VVTA's new van pool service commenced this fall to address down-the-hill trip needs for work and other commute purposes and is proving highly successful. This also was a recommendation of the ***2009 Commuter Needs Assessment.*** The program provides up to $400 monthly to each vanpool riders' commuting expense. Early indications suggest this is being well utilized. The program will is now open to general public. For more information, send an email to: vanpool@vvta.org Or visit www.vvta.org/vanpool

Testimony	Response
Note: Comments include both testimony given at the VVTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
North Desert/ Barstow Area • B-V Link services is very helpful in getting low-income people from Barstow to various destinations. However there is still a need for free transportation – Desert Manna was initially provided with 50 free round trip tickets that were helpful but the organization has no funds with which to purchase more. • Need more subsidized fares for the low-income population that uses the BV-Link. These fares, while low for the general public, are still difficult for those of lowest income who need to use health care services in the San Bernardino Valley. *Sheri Randolph, Desert Manna*	With regard to B-V Link fares, public transit programs cannot routinely provide free fare tickets – initial promotion was a time-limited exception. And unfortunately the grant funding supporting the BV Link explicitly disallows providing ongoing funds for fare subsidy or fare card purchasing with transit funding. The human service agency is encouraged to seek philanthropic funding for this. VVTA is encouraged to review the B-V Link fare structure within its COA analysis, given that the B-V Link ridership has been solid and actual operating experience exists, to report on its fare box recovery rate. Current fares approximate 20 cents per mile for these long trip legs. The fare structure should be reviewed at the fiscal year end, in the context of the high ridership levels the service has attracted. Unfortunately, it is not feasible to comply with state law regarding minimum fare box requirements and offer fare reductions or discount group ridership rates. Finally, Desert Manna administrators may wish to pursue grant funding to secure a vehicle to provide trips that cannot be served by public transportation. The agency could pursue procuring a donated vehicle from VVTA to meet some of its consumers' trip needs. Also it is eligible for the March 2013 vehicle grant program, FTA 5310 state-level competition that Caltrans manages.
BUS STOP AMENITIES – Benches/ New Stops/ Wheelchair Pads • More shelters and benches to aid the travel of persons with disabilities *Laura Mancha, Rolling Start* • A stop is needed at the Santiago Mobile Home Estates. Clear cemented area near High School *Florence Macy, Apple Valley* • Stop on Route 43 past Nisqually is just dirt and when it rains someone will get stuck in the mud. *Florence Macy, Apple Valley*	VVTA Administrators should undertake improvements that may be possible to existing stops within currently budgeted funds. The COA is expected to provide recommendations by which to prioritize bus stop improvements. Additionally, for stop improvements that cannot otherwise be funded, VVTA should continue to work with the Cities to make application for JARC/ New Freedom funding during the next funding cycle and to SANBAG's Title III call for projects. Both grant programs will be making funds available during 2013. Such stop improvements are eligible projects for both funding sources.

Testimony	Response
Note: Comments include both testimony given at the VVTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
Driver Stop Announcement • Drivers are sometimes reluctant to announce the next stop which is difficult for those that are visually impaired. *Laura Mancha, Rolling Start*	VVTA is directed to ensure its contractor undertakes additional driver training to address and review existing policy with regard to federal Americans with Disabilities Act (ADA) stop announcement requirements and with respect to service animal regulations. Resources to facilitate this include excellent training tools available through Easter Seal's Project Action and regulatory summaries from FTA and the US Dept. of Civil Rights: **Project Action -** ***ADA Stop Announcement Program: Training Transit Operators and Supervisors on Calling Out Stops*** http://bussafety.fta.dot.gov/uploads/resource/3174_filename **Federal Transit Administration -** ***ADA Regulatory Changes – Fact Sheet (Updated May 2011)*** http://www.ada.gov/regs2010/factsheets/title2_factsheet.html **US Dept. Civil Rights Division -** ***ADA 2010 Revised Service Animal Requirements*** http://www.ada.gov/service_animals_2010.htm
Service Animal Policy • Operators must recognize that service animals are not pets and play a vital role in the life of the person who relies upon them. *Laura Mancha, Rolling Start*	

ATTACHMENT C

San Bernardino Associated Governments
Transportation Development Act – Unmet Transit Needs Public Hearing
Morongo Basin/Lower Desert Region – September 27, 2012

Morongo Basin/ Lower Desert Region	
Testimony	**Response**
Note: Comments include both testimony given at the MBTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
Concerned about vehicle preventative maintenance on the bus; bus signal for stopping may not be working; wants to ensure that bus driver is not responsible for everything. Concerned about safety and seat belts, needing better seat belts for persons in wheel chairs which use two spaces but only one wheelchair seatbelt seems to be available. Concerned this will not be enough to stop a wheelchair [in the event of a bus accident]. *Debra Sands, Yucca Valley*	MBTA vehicle maintenance follows all Federal Transit Administration and California Highway Patrol prescribed requirements. MBTA maintenance practices are inspected annually by the California Highway Patrol under its terminal inspection program. MBTA currently holds a "satisfactory" inspection certificate indicating no concerns. Additionally, all vehicles are subject to a mandatory internal Preventative Maintenance Schedules and daily preventative maintenance checks.
SERVICE TO OUTLYING AREAS – Wonder Valley and Johnson Valley Reach-Out 29 is concerned about unmet transportation needs due to cuts in the budget of San Bernardino County DAAS [Dept. of Aging and Adult Services]. We are seeing significant needs in Wonder Valley, among other areas outside of Morongo Basin communities along 29 Palms Highway: • Along dirt roads in three miles from nearest paved roads • To destinations that include medical apts. / doctors' offices. *Robin Schlosser, Reach-Out Morongo* Johnson Valley, even service once daily to and from the Johnson Valley Improvement Association would be extremely helpful. *Atia Baig, DAAS for Betty Munson, Gloria Williams, John Withrow and Marilyn Kuder of Johnson Valley* Desiring Johnson Valley service beyond the existing terminus of Rt. 21 at Linn Rd. and Highway 24. *William Jenson, Landers*	MBTA is still working to implement and improve its core services, ensuring on-time performance and moving towards more frequent service and so cannot provide additional or expanded services to Johnson Valley or Wonder Valley at this time. Resources for these outlying areas include: 1. MBTA's Route 34 on Tuesday and Wednesday mornings, for service within 17 miles to the east of Adobe Road on Amboy Rd.- 7 miles to the east on Hwy 62 near Godwin Rd. for trips to the north and south of those roads up to approx. two to three miles. 2. The V-Trans and DAAS-administered volunteer driver mileage reimbursement program which recently received a grant from MBTA's TAG program for expanded service. SANBAG encourages the MBTA to track trip requests and demand levels from these areas over the next year to determine whether additional service could have a reasonable prospect of meeting the agency's minimum productivity requirements and therefore be considered for implementation.

Morongo Basin/ Lower Desert Region	
Testimony	**Response**
Note: Comments include both testimony given at the MBTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
READY RIDE –Service Issues and Guidelines Ready Ride appears to have gone from a two-wheelchair position vehicle to a one-wheelchair position vehicle. *Debra Sands,* • ReadyRide – insufficient room for two persons in wheelchairs but Ready Ride will only accept a single wheelchair rider at a time. The second person has to wait for a return vehicle; need larger vehicles or more wheelchair capacity. • ReadyRide – each month on the first and third of the month when SSI and SSC checks come out; the two Ready Ride buses in Joshua Tree are often at capacity during these first days of the month. *Phyllis Kimes, Joshua Tree, as reported by Atia Baig, DAAS* Ready Ride did not pick up an individual on three separate occasions in Yucca Valley. *Atia Baig, DAAS* DAR requires waiting at both ends of the trip; takes a big portion of the day to use DAR. *Kari Grimes, Morongo Basin Senior Support Center* DAR rider picked up with other riders who live in the north 40, far out of town. She is late because they are picked up first. Need an additional van so that people in town can be picked up together and those on outskirts picked up by themselves. *Kathi Schmidt [via telephone]*	**Wheelchair Positions and Capacity Problems on Ready Ride** - The mid-term changes include some service modifications which will introduce some modifications to service provision. However, the COA recommends no changes to the vehicle type which would have increased the number of wheel chair positions on MBTA vehicles. Dispatch staff will monitor passenger reservations and note when vehicle wheelchair boarding capacity is exceeded and invite riders to take a later trip. Similarly, riders are encouraged to travel in the mid-day, off-peak periods during these high use times to increase the likelihood of sufficient space on-board the vehicles. All MBTA Ready Ride vehicles are equipped with two mobility device securement locations. However, on rare occasions, the driver has encountered a situation where only one person in a wheelchair can be loaded at a time, due to the length of the mobility device. When this occurs, dispatch does its best to make arrangements for a rider that is inconvenienced. **Ready Ride Trip Scheduling** – MBTA dispatch will review and consider the ride-times of individual riders and if possible modify the size of the batched trips, if it seems that ride-times are becoming excessive. Passengers are encouraged to remember, however, that Ready Ride is a shared-ride service and cannot provide direct point-to-point transportation for individuals.

Morongo Basin/ Lower Desert Region	
Testimony	**Response**
Note: Comments include both testimony given at the MBTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
Ready Ride - Carry-on Package Policy Ready Ride – it would be helpful to increase the number of carry-on items; allowing six grocery bags would be helpful. *Phyllis Kimes, Joshua Tree, as reported by Atia Baig, DAAS*	**Rider Policies Regarding Packages** – MBTA policy currently allows six (6) grocery bags per rider. This is a generous policy and in light of the capacity issues for Ready Ride, it is not feasible to increase the number of allowable carry-on items. Existing policy should be reviewed, in terms of how clearly it is communicated to rider, in print, on-line, and posted on the buses.
ON TIME PERFORMANCE Sometimes buses are running early and they don't stop to wait. If one is not at the stop the MBTA buses won't wait at the stop until the scheduled departure time. *Atia Baig, DAAS*	MBTA's recent COA did identify challenges experienced by the operator with regard to on-time performance, noting a system-wide level of performance of 78 percent on-time. Sometimes when drivers realize they will be running late, they may leave stops early to off-set later eroding schedules. The MBTA is in the process of implementing COA recommendations with regard to improving on-time performance at the earliest possible timeframes and the schedules are being revised accordingly with appropriate advance notice of these changes to be provided the ridership public.
LANDERS LOOP and WEEKEND SERVICE Saturday and Sunday service would be very helpful to residents. *Atia Baig, DAAS* Need more dial-a-ride service on Saturdays and Sundays. *Mary Lou Almond, Joshua Tree*	MBTA's COA provided for recommendations for adding Sunday service and plans to do so effective July 1st, 2013. Some increase in fares is expected to accompany this, the first fare increase to the system since the late 1990's.
ROUTE 30 STEP STOOL It would be helpful if Route 30 could have a stepstool like Route 31 does. *Regina Wagner, as reported by Teresa (MBTA)*	This Route is normally served by a low-floor bus which most riders can readily step into, negating the need for a stool.

Morongo Basin/ Lower Desert Region	
Testimony	**Response**
Note: Comments include both testimony given at the MBTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
BUS STOP/ TURN-OUT LANE Need a bus near Sunburst and Highway 62, near the anticipated Dollar Tree Store. We need a safe turn-out lane making it safer for passengers to get on or disembark the bus. *Mary Lou Almond, Joshua Tree* Need a shelter at Avalon and Paxton as it is a very busy stop. *Janice Simes as reported by Teresa (MBTA)*	A request has been made to County Land Use Planning that the Dollar General project provide this amenity. Such improvements are outside of the authority of the MBTA. The Avalon and Paxton stop was evaluated by MBTA staff and stop improvements are not scheduled for this location.
SERVICE ROUTING AND FREQUENCY • Need more direct route between Joshua Tree FROM Twenty-nine Palms. • Dial-a-Ride service takes a long time; riders have to wait a long time. • There is no stop near facility at all; seniors are walking a distance. • Increase the number of routes. *Kari Grimes, Morongo Basin Senior Support Center, Yucca Valley*	As noted, MBTA's Ready Ride program is a shared-ride service. While not as convenient as driving one's own vehicle, it does provide some level of transportation assistance. Dispatch is directed to review passenger wait times to this facility to determine if there are any extended waits longer than the existing policy of pick-up window within 45 minutes of rider's scheduled pick-up times. The MBSCC is located along the current Route 7A. MBTA has installed a stop and bench at this location.
COMPLIMENTS - Many seniors use Dial-a-Ride; it is a wonderful service. - Thank you for the rides and the great service. - Thank you for the drivers and dispatch. - Residents of Morongo Basin appreciate the TREP mileage reimbursement program. *Atia Baig, DAAS // Regina Wagner // Janice Simes*	Service compliments are always nice to receive and reflect the appreciation of the MBTA program and its drivers by its riders.

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: March 14, 2013

Subject: Resolution for Approval of State Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account Certification and Assurances

Recommendation:* That the Committee recommend the Board acting in its capacity as the San Bernardino County Transportation Commission adopt Resolution No. 13082 Authorization for the Execution of the Certifications and Assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account Bond Program

Background: The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, approved by the voters as Proposition 1B in November 2006, included a directive that approximately $3.6 billion be deposited into the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA). These funds can only be used on capital projects and are allocated according to Public Utilities Code Section 99313 (population based) and Section 99314 (revenue based).

The State of California Department of Transportation (Caltrans) requires an executed "Certifications and Assurances" with project applications, which outlines special requirements with which grantees must comply in order to receive PTMISEA funds. A sample is attached. Caltrans requires

*

Approved
Commuter Rail Transit Committee

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

CRTC1303a-pc

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13082.doc

http://portal.sanbag.ca.gov/mgmt/workgroups/plan/statefederalfund/otherstatefunds/Shared%20Documents/PTMISEA%20Cert%20and%20Assurance.doc

that grantees (SANBAG) submit an authorizing resolution from their governing board that approves the submission of the Certifications and Assurances, as well as the following actions:

1. Authorizes San Bernardino County Transportation Commission (SANBAG) to accept PTMISEA funds, and

2. Authorizes SANBAG Executive Director to execute the Certifications and Assurances, future funding agreement(s) and other relevant documents necessary for funding and completing PTMISEA-funded projects.

3. Identifies PTMISEA projects that are not included in the most recent short-range transit plan.

The resolution includes the following projects identified in the Proposition 1B PTMISEA expenditure plan approved by the SANBAG Board at its March 2012, meeting.

1. City of Rialto Metrolink Station Parking Lot Project - $1,500,000.
2. San Bernardino Downtown Passenger Rail Line Extension Project - $5,000,000.
3. Redlands Rail Line Phase I Construction Project - $14,791,785.

Financial Impact: This item is consistent with the SANBAG Fiscal Year 2012/2013 Budget, Task No. 0373.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed this item and a draft of the Resolution.

Responsible Staff: Philip Chu, Transportation Programming Analyst

CRTC1303a-pc

RESOLUTION NO. 13-082

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION DESIGNATING ITS AUTHORIZED AGENT AND AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES FOR THE PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT, AND SERVICE ENHANCEMENT ACCOUNT BOND PROGRAM

WHEREAS, the San Bernardino County Transportation Commission (SANBAG) is an eligible project sponsor and may receive state funding from the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 88 (2007) named the California Department of Transportation (Department) as the administrative agency for the PTMISEA; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing PTMISEA funds to eligible project sponsors (local agencies); and

WHEREAS, SANBAG wishes to designate the SANBAG Executive Director as its Authorized Agent to act on behalf of SANBAG and to delegate authority to execute these documents and any amendments thereto to the Executive Director; and

WHEREAS, SANBAG is programming PTMISEA funds for City of Rialto Metrolink Station Parking Lot Project ($1,500,000), San Bernardino Downtown Passenger Rail Line Extension Project ($5,000,000), and Redlands Rail Line Phase I Construction Project ($14,791,785).

NOW, THEREFORE, BE IT RESOLVED by the San Bernardino County Transportation Commission (SANBAG):

Section 1. That the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all PTMISEA funded transit projects.

Section 2. That the SANBAG Executive Director is designated as SANBAG's Authorized Agent for the PTMISEA program and the Executive Director is authorized to execute all required documents of the PTMISEA program and any amendments thereto with the California Department of Transportation.

Section 3. That the foregoing recitals are true and correct.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Commission held on April ___, 2013.

_____

Janice Rutherford, Chair

ATTEST:

_____

Vicki Watson,
Clerk of the Commission

Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Bond Program

Certifications and Assurances

Project Sponsor: ***San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission*** **("SANBAG")——.**

Effective Date of this Document: _____.

The California Department of Transportation (Department) has adopted the following certifications and assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) bond program. As a condition of the receipt of PTMISEA bond funds, project sponsors must comply with these terms and conditions.

A. General

(1) The project sponsor agrees to abide by the current PTMISEA Guidelines.

(2) The project sponsor must submit to the Department a PTMISEA Program Expenditure Plan, listing all projects to be funded for the life of the bond, including the amount for each project and the year in which the funds will be requested.

(3) The project sponsor must submit to the Department a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

(1) The project sponsor certifies that required environmental documentation is complete before requesting an allocation of PTMISEA funds. The project sponsor assures that projects approved for PTMISEA funding comply with Public Resources Code § 21100 and -§ 21150.

(2) The project sponsor certifies that PTMISEA funds will be used only for the transit capital project and that the project will be completed and remains in operation for its useful life.

(3) The project sponsor certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.

(4) The project sponsor certifies that they will notify the Department of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.

(5) The project sponsor must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.

(6) Any interest the project sponsor earns on PTMISEA funds must be used only on approved PTMISEA projects.

(7) The project sponsor must notify the Department of any changes to the approved project with a Corrective Action Plan (CAP).

(8) Under extraordinary circumstances, a project sponsor may terminate a project prior to completion. In the event the p~~P~~roject s~~S~~ponsor terminates a project prior to completion, the p~~P~~roject s ~~S~~ponsor must (1) contact the Department in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

(9) Funds must be encumbered and liquidated within the time allowed in the applicable budget act.

C. Reporting

(1) Per Government Code § 8879.55, the project sponsor must submit the following PTMISEA reports:

a. Semi-Annual Progress Reports by February 15th and August 15th each year.

b. A Final Report within six months of project completion.

c. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of PTMISEA bond funds. A copy of the audit report must be submitted to the Department within six months of the close of the year (December 31) each year in which PTMISEA funds have been received or expended.

D. Cost Principles

(1) The project sponsor agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(2) The project sponsor agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PTMISEA funds as a contractor or sub-contractor shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(3) Any project cost for which the project sponsor has received payment that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by the project sponsor to the State of California (State). Should the project sponsor fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the project sponsor from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

(1) The project sponsor agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the project sponsor, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the project sponsor, its contractors and subcontractors connected with PTMISEA funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the project sponsor, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Project Sponsor pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work

performed by the project sponsor's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.

(2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the project sponsor's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the project sponsor shall furnish copies thereof if requested.

(3) The project sponsor, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

(1) A project sponsor may lend its unused funds from one year to another project sponsor for an eligible project, for maximum fund use each fiscal year (July 1 – June 30). The project sponsor shall collect no interest on this loan.

(2) Once funds have been appropriated in the budget act, a project sponsor may begin a project with its own funds before receiving an allocation of bond funds, but does so at its own risk.

(3) The Department may perform an audit and/or request detailed project information of the project sponsor's PTMISEA funded projects at the Department's discretion at any time prior to the completion of the PTMISEA program.

SANBAG~~I~~ certifies~~y~~ all of these conditions will be met.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

BY: _____

Raymond Wolfe, Executive Director
San Bernardino Associated Governments

ATTACHMENT I
BOARD RESOLUTION

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: March 14, 2013

Subject: Caltrans Transportation Planning Grant application: Creating a Vision and Implementation Strategy for Sustainability in the San Bernardino Metrolink Corridor

Recommendation:* That the Committee recommend the Board:

1. Authorize staff to pursue a grant application for Caltrans Statewide or Urban Transit Planning funds in an amount not-to-exceed $300,000 for an integrated regional rail/land use vision and implementation strategy for the San Bernardino Metrolink corridor.

2. Authorize a commitment of $100,000 in Measure I 1990-2010 Transportation Management and Environmental Enhancement (TMEE) funds to use as a match for the grant, should SANBAG be successful in receiving the grant funds.

Background: The Metrolink commuter rail system currently consists of 512 line-miles and 55 stations. The San Bernardino Metrolink Line is the busiest on the system, carrying approximately 13,000 passengers a day on 42 trains, including two express trains. In San Bernardino County, the line includes six (6) stations: Montclair, Upland, Rancho Cucamonga, Fontana, Rialto, and San Bernardino.

*

Approved
Commuter Rail and Transit Committee

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA	X	SAFE		CMA	

Check all that apply.

CRTC1303a-ss

Metrolink in general, and the San Bernardino Line in particular, are underutilized assets. Even though it is the busiest line on the system, almost 90% of Metrolink riders on the San Bernardino line access the system by car. Only about 6% walk or bike to the station, suggesting that land use around the stations is neither proximate enough nor of sufficient density to generate substantial ridership from around the station areas at the origin end of the trip. Although almost 80% of inbound riders use non-auto-modes for egress, this statistic is dominated by egress at Union Station in Los Angeles.

The objective of this project is to facilitate the implementation of the SCAG 2012 Regional Transportation Plan (RTP)/Sustainability Communities Strategy (SCS) through the creation of an integrated regional rail/land use vision for the San Bernardino Metrolink Line. The project will determine what is needed to enhance the current LA-focused Metrolink commuter rail service to the point where it can become a robust regional rail system that provides more frequent all-day, bi-directional service in the San Bernardino Valley. This will enable jurisdictions and property owners with transit station areas along the corridor to make investments in transit-supportive land uses that will, in turn, grow Metrolink ridership in the corridor and reduce auto travel. To the extent possible, this can then be extended into the San Gabriel Valley. Train frequencies on the San Bernardino Line are excellent for a commuter rail line, averaging one (1) train every 20 minutes in the peak period and one per hour in the off-peak. This makes the San Bernardino Line a very good regional laboratory, as well as local opportunity, to upgrade commuter rail to regional rail, supported by sustainable, transit-oriented communities. There are several reasons why this is a timely effort:

- SANBAG has identified six (6) segments of the San Bernardino Line for double tracking, enabling increased train frequencies. Near-term improvement of several of these sections may be possible using State High Speed Rail funding.

- Metrolink is being extended to downtown San Bernardino within the next year, providing a significant additional destination for eastbound commute trips.

- Redlands Rail, a 9-mile passenger rail line between downtown San Bernardino and Redlands, is being developed and could be operational by 2018. Taken together with Metrolink, this will create 32 miles of a regional rail system just in San Bernardino County.

- SANBAG is partnering with Los Angeles County Metropolitan Transportation Authority on a demonstration project that focuses on operational improvements along the entire San Bernardino Line to increase train frequency and reliability, reduce train travel times and improve safety. The study will identify operational constraints along the line and recommend infrastructure alternatives to optimize performance. This activity will be key to defining the ultimate vision for the corridor.

- The entire regional rail network in Southern California is growing, providing more connectivity for any individuals able to use Metrolink.

- The Southern California Regional Rail Authority (SCRRA) is making investments in clean locomotives in the next several years to dramatically reduce emissions. These will be the clean "Tier 4" locomotives, with a goal to replace the current locomotives starting in 2015. This will reduce emissions by 90% compared to the existing locomotives.

- SANBAG is studying improved transit connections from Metrolink to Ontario International Airport (ONT). Increasing Metrolink frequencies and improving bi-directional service will increase the potential for Metrolink to Ontario International Airport service.

- Land use studies and specific plans have been prepared for several of the station areas on the San Bernardino Line, but these have never been pursued as part of corridor-long land use and development initiative together with rail service improvements. The corridor-wide land use vision will be part of the overall corridor vision.

- SANBAG recently completed the study "Improvement to Transit Access for Cyclists and Pedestrians" as part of a Caltrans Transportation Planning Grant awarded for Fiscal Year 2011-2012. The access improvements focus on Metrolink station areas.

- SANBAG together with Riverside County Transportation Commission and Los Angeles Metro completed the report "Healthy Communities and Healthy Economies – A Toolkit for Goods Movement." Although the study was focused on mitigating the impacts of goods movement, it contains strategies applicable to a commuter rail line and commuter rail stations as well.

To provide greater identity for this corridor, staff is suggesting that the phrase "The ARRIVE Corridor" be used as the corridor designation for purposes of the grant application. The acronym ARRIVE stands for "Advanced Regional Rail

Integrated Vision – East." This term is suggested because it captures the thrust of this initiative, that this rail service will not just send more commuters westward to Los Angeles, but will ultimately support a series of in-County destinations in their own right. One of the objectives is to increase the number of passengers "arriving" via rail in the County to work, shop, recreate, and do business. The vision is to increase the number of passengers bound for destinations within the County. The number of potential destinations in the ARRIVE corridor abound: Montclair Plaza and surrounding areas covered by the North Montclair Specific Plan; downtowns in Upland, Fontana, Rialto, San Bernardino, and Redlands; Ontario International Airport and the Rancho Cucamonga Civic Center complex; the Loma Linda medical complex; the University of Redlands; and ESRI, to name a few. We should seek to build upon and expand access to these and other destinations.

At the same time, it is important not to underestimate the challenges inherent in making stations along the Metrolink line and Redlands Rail more of a destination. There is a lengthy list of barriers that will need to be overcome. In general, commuter rail stations have not been viewed to be livable places, with the noise and air quality effects around the stations and generally infrequent train service. Line capacity needs to be improved, land around station areas tends to be highly parcelized, seed funding for redevelopment is limited, destinations are beyond easy walking distance from the station, etc. Initiatives in the ARRIVE Corridor have the potential for changing that dynamic, through increased train frequencies, cleaner engines, greater use of quiet zones in certain sections, and creation of more walkable, transit-oriented communities. This effort will address each of those barriers and formulate a strategy to deal with them. In so doing, it will provide a model for other suburban commuter rail corridors in the region.

This project will engage a broad cross-section of transportation, urban planning, economic, environmental, and other stakeholders to map out a future vision for the corridor and define the necessary steps for its implementation. This will include the types of investments that will be needed as well as the mechanisms that may need to be put in place to get there. The relationship between the San Bernardino County portion of the Metrolink line to the San Gabriel Valley portion will also be addressed.

Implementation of such a vision faces many challenges, but this project intends to build on the success of the San Bernardino Line by thinking in terms of not just individual stations or individual line segments, but thinking in terms of a complete system that can move the San Bernardino Valley, and the region as a whole, toward a more sustainable future.

The project will determine what is needed to enhance the current LA-focused Metrolink commuter rail service to the point where it can become a robust regional rail system that provides more frequent all-day, bi-directional service in the San Bernardino Valley. This will enable jurisdictions and property owners within transit station areas along the corridor to make investments in transit-supportive land uses that will, in turn, grow Metrolink ridership in the corridor and reduce auto travel. Although planning work will occur at individual stations, the emphasis is on viewing the entire line as an integrated system, thereby increasing its potential for delivering mobility and increasing economic development potential throughout the corridor.

Out of the six (6) Metrolink stations (Montclair, Upland, Rancho Cucamonga, Fontana, Rialto, and San Bernardino), Montclair, Fontana, and Rialto already have Transit Oriented Development analysis and concept plans completed. The grant proposal will both focus on Transit Oriented Development opportunities for the remaining three stations as well as update those plans, if needed, for the Montclair, Fontana and Rialto stations. More importantly, the project will examine the entire corridor with respect to investments that would be needed in transportation and economic development for it to operate as an integrated system.

The grant application proposes the use of the Advisory Services Program from the Urban Land Institute (ULI), which will bring in regional and national expertise to advise SANBAG and local jurisdictions on strategies that could be employed to foster corridor development.

The request is for a $300,000 grant under the Federal Transit Administration 5304 Statewide or Urban Transit Planning Grant program. SANBAG is proposing a match totaling $150,000, consisting of $100,000 of Measure I 1990-2010 Valley TMEE funds plus $50,000 in SANBAG and local jurisdition staff resources. This will yield a total project value of $450,000. The expected project schedule is approximately 18 months.

Financial Impact: This item is consistent with the current adopted Fiscal Year 2012-2013 budget, Task No. 0404 Subregional Transportation Planning. Funding of $100,000 of Measure I 1990-2010 Valley TMEE funds is being included in the Fiscal Year 2013-2014 budget, in the event the grant award is received.

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

Responsible Staff: Steve Smith, Director of Planning

CRTC1303a-ss

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1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: March 14, 2013

Subject: California High-Speed Rail Amended and Restated Memorandum of Understanding C12197

Recommendation:* That the Committee recommend the Board Approve an Amended and Restated Memorandum of Understanding C12197 between SANBAG, California High Speed Rail Authority, and other Southern California transportation agencies for the preparation of studies for the Los Angeles to San Diego via Inland Empire High-Speed Passenger Rail Corridor.

Background: At the June 6, 2012, SANBAG Board meeting, the Board delegated authority to the Commuter Rail and Transit Committee to approve Memorandum of Understanding (MOU) C12197 between SANBAG, California High Speed Rail Authority (CHSRA), the Southern California Association of Governments (SCAG), San Diego Association of Governments (SANDAG), Riverside County Transportation Commission (RCTC), and the San Diego County Regional Airport Authority (SDCRAA). MOU C12197 amends and restates MOU C09008, which was executed in April 2009, and supported the named agencies continued collaboration in the refinement of the high-speed rail alignment from Los Angles to San Diego via the Counties of San Bernardino and Riverside.

The primary amendments in MOU C12197 include references to SANDAG completing the San Diego High-Speed Train Feasibility Studies and requiring the

*

Approved
Commuter Rail and Transit Committee

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
CRTC1303a-jrf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C12197.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C12197%20CSS.docx

listed parties to continue to work together for the completion of planning and technical studies, and environmental review for the high-speed rail corridor. This will be completed through the environmental documentation process and specifically through the Record of Decision/Notice of Determination (ROD/NOD). In addition, the restated MOU extends the effective date of the MOU through completion of the Environmental Documentation anticipated to occur on or about December 31, 2016.

Financial Impact: This action does not affect the approved Fiscal Year 2013 SANBAG Budget. However, it may result in the availability of capital funds for important passenger rail improvements within the region, including double tracking of additional segments of the Metrolink San Bernardino Line and provision of service within the right-of-way of the High Desert Corridor.

Reviewed By: SANBAG General Counsel and Contract Administrator have approved this item and MOU as to form.

Responsible Staff: Justin Fornelli, Chief of Transit and Rail Programs

CRTC1303a-jrf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C12197.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C12197%20CSS.docx

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12197 Amendment No. 1

By and Between

San Bernardino Associated Governments and California High-Speed Rail Authority and other Southern California transportation agencies

Contract Description Amended and restated MOU for the preparation of technical studies for the Los Angles to San Diego via Inland Empire High-Speed Passenger Rail Corridor.

Board of Director's Meeting Date: April 3, 2013

Overview of BOD Action: Delegate authority to the Commuter Rail and Transit Committee to approve an amended MOU C12197 among SANBAG, the High-Speed Rail Authority and other Southern California transporation agencies and at such time the revised MOU and attachements are finalized and have been reviewed and approved by SANABG General Counsel.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	N/A	**Original Contingency Amount**	$	N/A
Revised Contract Amount *Inclusive of prior amendments*	$	N/A	**Revised Contingency Amount** *Inclusive of prior amendments*	$	N/A
Current Amendment Amount	$	N/A	**Contingency Amendment**	$	N/A
TOTAL CONTRACT VALUE	$	N/A	**TOTAL CONTINGENCY VALUE**	$	N/A
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	N/A

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
March 14, 2013	December 31, 2011	December 31, 2016

Has the contract term been amended? ☐ No ☒ Yes - Refer to Overview

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0352.

☐ A Budget Amendment is required.

How are we funding current FY?

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* **N/A**

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

JUSTIN FORNELLI		3/6/13
Project Manager (Print Name)	Signature	Date
M.A. Adams	M.A. Adams	3/6/13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	3/6/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		3/6/13
Contract Administrator (Print Name)	Signature	Date
W. STAWARSKI		3/7/13
Chief Financial Officer (Print Name)	Signature	Date

AMENDED AND RESTATED

MEMORANDUM OF UNDERSTANDING (CONTRACT # 5001186)

BY AND BETWEEN

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

SAN DIEGO ASSOCIATION OF GOVERNMENTS

SAN BERNARDINO ASSOCIATED GOVERNMENTS

RIVERSIDE COUNTY TRANSPORTATION COMMISSION &

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

FOR PREPARATION OF STUDIES FOR

THE LOS ANGELES TO SAN DIEGO VIA INLAND EMPIRE PROPOSED HIGH-SPEED PASSENGER RAIL CORRIDOR

This Amended and Restated Memorandum of Understanding (MOU) is entered into by and between the California High-Speed Rail Authority (CHSRA), Southern California Association Of Governments (SCAG), San Diego Association Of Governments (SANDAG), San Bernardino Associated Governments (SANBAG), Riverside County Transportation Commission (RCTC), and San Diego Regional Airport Authority (SDCRAA), (referred to herein individually as a PARTY and collectively as the "PARTIES" to this MOU), regarding the preparation of technical studies for the Los Angeles to San Diego via Inland Empire High-Speed Passenger Rail Corridor (hereinafter referred to as "PROJECT") with regard to the following matters:

RECITALS:

WHEREAS, CHSRA in partnership with the Federal Railroad Administration (FRA) has completed and certified a Program Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for a proposed California High-Speed Train (HST) network linking the major metropolitan areas of the State of California and the HST system approved by CHSRA includes the Los Angeles to San Diego via Inland Empire corridor (referred to herein as the "Corridor"); and

WHEREAS, the authority and responsibility for the planning, construction, and operation of high-speed passenger train service at speeds exceeding 125 miles per hour in California is exclusively granted to CHSRA by Public Utilities Code Section 185032.a.2; and

WHEREAS, CHSRA has the authority to accept grants, fees, and allocations from the state, from political subdivisions of the state and from the federal government, foreign governments, and private sources (Public Utilities Code section 185034(4); and

WHEREAS, SANDAG adopted the 2007 Regional Transportation Plan (RTP) to identify the facilities, services and programs necessary to meet the San Diego County region's travel needs through the year 2030, and that document recognizes the need for high-speed ground transportation to serve these needs; and

WHEREAS, SCAG adopted the 2008 RTP to identify the facilities, services and programs necessary to meet the SCAG's region's travel needs through the year 2035, and that document recognizes the need for high-speed ground transportation to serve these needs; and

WHEREAS, SANDAG completed the San Diego High-Speed Train Feasibility Studies for the potential extension to the International Border and High-Speed Commuter Rail Overlay in 2010 and this extension is not included as part of CHSRA's preferred alignment, but could complement the statewide HST system and help to integrate it with other transit services, such as by providing a "feeder" service with potential multi-modal connections in the Corridor to the statewide system. CHSRA involvement in continuing to assess the feasibility of these services will foster and facilitate coordination in design and planning, and review of potential environmental impacts for these different rail services; and

WHEREAS, SANDAG, SCAG, RCTC, and SANBAG are involved in the planning for, or operation of and/or considering pursuing commuter train services as well as HST service; and

WHEREAS, SANDAG and the SDCRAA are required by state law (SB10 (2007)) to develop an Airport Multimodal Accessibility Plan (AMAP) and Regional Aviation Strategic Plan (RASP) and both studies were completed in 2011; and

WHEREAS, it is the intent and purpose of this MOU to demonstrate the continuing desire of the PARTIES to cooperate, to coordinate, and to share the results of their studies and to share their respective views on the subject of proposed improvements and enhancements to the Los Angeles to San Diego via Inland Empire HST Corridor in a manner which best enhances state and regional transportation networks, and in a manner which reduces or eliminates unnecessary duplicative efforts.

NOW, THEREFORE, it is mutually understood and agreed to by the PARTIES as follows:

1. The PARTIES intend to work together for Corridor improvement and to build upon the initial phases of work to complete planning and technical studies, and environmental review, for HST service in the Corridor through the environmental documentation process, and specifically through the Record of Decision/Notice of Determination (ROD/NOD).

2. The PARTIES agree to form a project working group administered by the CHSRA to complete the necessary work related to the PROJECTS, including providing technical and policy input, reviewing deliverables and providing comments and approvals and providing technical support in a timely manner. The PARTIES agree that staff for each PARTY will cooperate fully in the exchange of information and will work together, under the oversight of CHSRA.

3. Unless otherwise agreed in writing as an amendment to this MOU, and authorized by competent authority, each PARTY shall bear any costs it incurs in relation to this MOU without expectation of reimbursement or subsidization by any other PARTY, subject to the following understanding:

(1) The CHSRA will be the lead agency and bear the cost of the preparation and adoption of the Los Angeles to San Diego via Inland Empire Region HST System Environmental/Engineering Work (including the cost of the public involvement program and project EIR/EIS documents and related technical studies for the Corridor defined in the CHSRA's certified Final Program EIR/EIS for the Proposed HST System).

(2) SANDAG will be the lead agency for the AMAP and SDCRAA will be the lead agency for the RASP, the costs of which are set forth in Section VI of a previous and separate Memorandum of Agreement (MOA) between SANDAG and the SDCRAA dated June 2008 ("Airport MOA"). SDCRAA operates under revenue diversion parameters as set forth in Section VI (E) of the Airport MOA for plans and studies that provide for a dedicated connection to airports under the control of the SDCRAA or whose proposed facilities are located on property controlled by the SDCRAA. SDCRAA will only participate in planning or funding the studies with a physical connection to airport

facilities or a clear nexus to regional airport planning and directly and substantially related to air transportation of passengers or property.

(3) The SDCRAA and SCAG will develop the regional aviation demand forecast, regional aviation capacity analysis, and regional aviation facilities requirements tasks and will bear the proportional costs of these tasks.

(4) All PARTIES will have the option of requesting additional tasks related to the PROJECT and each PARTY agrees to bear the costs of the additional work it has requested.

(5) If additional tasks are requested by more than one PARTY, those PARTIES agree to pay an equal share of the costs of such additional work, unless they agree to a different allocation of costs among or between them for such work.

4. CHSRA will take into account and coordinate with, to the extent it is appropriate to do so, the other technical studies and proposed improvements which have been prepared, and will be prepared, by other PARTIES or other agencies with reference to the Los Angeles to San Diego via Inland Empire Corridor. CHSRA will be responsible for obtaining the necessary documents to do such tasks. Each other PARTY hereto shall inform CHSRA of such studies and proposed improvements of which it has knowledge during the term of this MOU.

5. The PARTIES recognize that realistic planning for the future of the Corridor requires recognition of existing constraints along this Corridor and also requires recognition of the need for cooperation and coordination among all of the interested agencies which have responsibilities to address public transportation needs in and along that Corridor.

6. All PARTIES will participate and support CHSRA, as appropriate, in seeking federal and state funding for HST studies and environmental and engineering work within the Corridor. All PARTIES will provide technical and policy input and technical support, review and comment on documents in a timely manner, and staff of each PARTY will actively work together with other PARTIES for Corridor improvement.

7. Each PARTY agrees to encourage public awareness of and involvement in the PROJECTS and decision processes concerning the Corridor in which the PARTIES, or any of them, are engaged.

8. Each PARTY agrees that the primary purpose, intent and spirit of this MOU are to continue and to expand cooperation and coordination among the PARTIES and to develop the framework for future Cooperative Agreements. To this end, the PARTIES agree to share the results of their work, including technical studies, and to confer at regular and frequent intervals.

9. Each PARTY intends to use the products of the technical studies as it determines is appropriate, consistent with its respective authority and to the maximum extent possible.

10. Each PARTY to this MOU is responsible for making its own determination as to the usefulness or as to the propriety of its use of or reliance upon the work product of any other PARTY to this MOU. It is not intended by this MOU that any PARTY to this MOU represents or warrants that its work product is sufficient for the purposes to which any other PARTY may wish to apply that work product. This MOU does not reduce, expand, transfer, or alter in any way, any of the statutory or regulatory authorities and responsibilities of any of the signatories.

11. It is noted that there may be differences in the nature of what CHSRA is studying and that which other PARTIES will be considering. This MOU does not constitute a decision by CHSRA or by its staff regarding the selection, timing, or phasing of one HST corridor or segment, or any part of such a segment, over another as part of the HST system defined in the certified Program EIR/EIS and approved by CHSRA. This MOU is not intended to constitute and does not constitute any limitation on the CHSRA's decision making or that of any PARTY.

12. Each PARTY shall identify and inform each other PARTY of the name of and contact information for a technical lead person to exchange information between the PARTIES concerning the PROJECTS.

13. Each PARTY agrees to cooperate and coordinate with each other PARTY, its staff, contractors, consultants, and vendors, providing services required under this MOU to the extent practicable in the performance of the PROJECTS and in conjunction with each PARTY's other respective responsibilities in the Corridor under this MOU.

14. The PARTIES agree to work diligently together and in good faith, using their best efforts to resolve any unforeseen issues and disputes arising out of the performance of this MOU.

15. This MOU may only be modified or amended in writing. All modifications, amendments, changes, and revisions of this MOU from time to time, in whole or in part, and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by each of the PARTIES.

16. This MOU shall be governed by and construed in accordance with applicable federal, state of California, and local laws. The PARTIES warrant that in the performance of this MOU, each shall comply with all applicable federal, state of California, and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

17. This MOU, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the MOU between the PARTIES and it supersedes all prior representations, understandings, and communications. The invalidity in whole or part of any term or condition of this MOU shall not affect the validity of other term(s) or condition(s).

18. Each PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any relevant incidence of fire, flood or other emergency; acts of God; commandeering of material, products, plants or facilities by federal, state or local government; or a material act or omission by any PARTY, when satisfactory evidence of such cause is presented to the other PARTIES, and provided further such nonperformance is unforeseeable, beyond the PARTY'S control and is not due to the fault or negligence of the PARTY not performing, and does not impair the PARTY's continued participation in the MOU. Additionally, each PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by reason of the lack of an adopted State Budget or the lack of sufficient appropriation in the adopted State Budget for work under this MOU, or the lack of sufficient appropriation of funds for the continuation of this MOU from a PARTY's applicable funding agencies.

19. Any notice sent by first class mail, postage paid, to the addresses and addressees listed below shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the PARTIES who are primarily responsible for the administration of this MOU, and to whom notices, demands and communications shall be given are listed below:

California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814
Attention: Dan Leavitt, Deputy Director
(916) 324-1541, dleavitt@hsr.ca.gov

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attention: Mitch Alderman, Director of Transit/Rail Programs
(909) 884-8276, MAlderman@sanbag.ca.gov

Southern California Association of Governments
818 W. Seventh Street, 12th Floor
Los Angeles, CA 90017
Attention: Naresh Amatya, Transportation Planning Manager
(213) 236-1800, amatya@scag.ca.gov

San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101
Attention: Linda Culp, Principal Planner - Rail
(619) 699-6957, lcu@sandag.org

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attention: Sheldon Peterson, Rail Manager
(951) 787-7928, speterson@rctc.org

San Diego County Regional Airport Authority
P.O. Box 82776
San Diego, CA 92138-2776
Attention: Ted Anasis, Manager, Airport Planning
(619) 400-2400, tanasis@san.org

If any of the names and/or information listed above should change, the PARTY making such changes shall notify each other PARTY in writing of the changes within five (5) days of effective date of such changes.

20. This MOU may be executed in counterparts. This MOU shall be effective upon the date of full execution of this MOU by all the PARTIES. This MOU shall continue in full force and effect through completion of the Environmental Documentation (to ROD/NOD) anticipated to occur on or about December 31, 2016, unless terminated earlier by mutual written consent of all the PARTIES. Any PARTY may withdraw from and terminate its participation in the MOU upon providing 30 days written notice to each other PARTY hereto, provided that the terminating PARTY shall bear the reasonable costs of terminating work it has requested under this MOU through the date of its withdrawal from the MOU. The term of this MOU may only be extended upon mutual written agreement by the PARTIES.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Memorandum of Understanding to be executed as to the date opposite their signatures.

CALIFORNIA HIGH-SPEED RAIL AUTHORITY:

APPROVED AS TO FORM

ROELOF VAN ARK
Chief Executive Officer

General Counsel

Date

SAN BERNARDINO ASSOCIATED GOVERNMENTS:

LARRY MACALLON
President

Date

APPROVED AS TO FORM

PENNY ALEXANDER-KELLY
SANBAG Counsel

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS:

HASAN IKHRATA
Executive Director

Date

APPROVED AS TO FORM

JOANNA AFRICA
Acting Chief Counsel

SAN DIEGO ASSOCIATION OF GOVERNMENTS:

GARY L. GALLEGOS
Executive Director

Date

APPROVED AS TO FORM

JULIE D. WILEY
General Counsel

RIVERSIDE COUNTY TRANSPORTATION COMMISSION:

ANNE MAYER
Executive Director

Date

APPROVED AS TO FORM

STEVEN C. DeBAUN
General Counsel

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY:

APPROVED AS TO FORM

THELLA F. BOWENS
President/CEO

BRETON K. LOBNER
General Counsel

Date

Governments
SANBAG
Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: March 14, 2013

Subject: License Agreements to cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with Freedom Telecommunications and the City of Redlands.

Recommendation:* That the committee recommend the Board acting as the San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission:

1. Approve Contract No. R13122 with Freedom Telecommunications granting a license agreement on the San Gabriel Subdivision railroad right-of-way, San Bernardino Mile Post 90.7

2. Approve Contract No. R13124 with the City of Redlands granting a license agreement on the Redlands Subdivision railroad right-of-way, Redlands Mile Post 7.3

Background: Between 1991 and 1993, San Bernardino Associated Governments (SANBAG) acquired the Baldwin Park branch line, the Pasadena Subdivision, and the Redlands branch line, all railroad rights-of-way, for its commuter rail program. Following the acquisition of these rail assets, in 1994, SANBAG contracted with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to

*

Approved
Commuter Rail and Transit Committees

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
CRTC1303a-mmm
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13122.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13124.docx

provide property management services. During 2011, SANBAG went through a procurement process to bid the services provided by the LACMTA and on May 4, 2011, the Board awarded Contract No. C11206 to Epic Land Solutions.

Historically, the management services provided to SANBAG by LACMTA have included: environmental due diligence, management of leases, licenses and easements, weed abatement and trash removal, preparing agreements and licenses for utilities and street crossings of the right-of-way, and marketing surplus property. To expedite the provision of these services, SANBAG provided the LACMTA power-of-attorney to handle these matters on SANBAG's behalf. SANBAG's rail assets portfolio includes approximately one-thousand fifty (1,050) licenses, leases, and agreements that generate roughly $400,000 in annual revenue. The revenues generated by SANBAG's rail assets are used to fund improvements related to the rail system. Examples of past projects include the restoration of the San Bernardino Depot, San Bernardino Parking Structure, and the restoration of the Upland Lemon Grower's Warehouse.

When SANBAG re-procured these services last year, SANBAG did not grant Epic Land Solutions, Inc. (Epic) power-of-attorney. Consequently, this Board action is required to authorize SANBAG to enter into or amend any new or existing license, lease, or agreement for the use of SANBAG's property.

The license with Freedom Telecommunications to be granted per this item will be for an overhead crossing of SANBAG's right-of-way property commonly known as the San Gabriel Subdivision, approximately thirty-two feet (32) westerly of the center line of Beech Avenue in the City of Fontana, SANBAG Mile Post 90.7. The approximate area needed for the crossing is six hundred (600) square feet.

The license with the City of Redlands to be granted per this item will be an at grade crossing on SANBAG's right-of-way commonly known as the Redlands Subdivision, located on the westerly portion of Alabama Street northerly of Redlands Boulevard, City of Redlands, County of San Bernardino at Mile Post 7.3. The approximate area needed for the crossing is eight hundred fifty-two (852) square feet.

Each license does allow SANBAG to terminate the license with thirty (30) days prior written notice. Additionally, both the City of Redlands and Freedom Telecommunications will provide $1,500 in administrative fees to Epic for preparation of the license agreements.

It is necessary to refine the boiler-plate license agreements. Staff is currently working with General Counsel to develop a policy governing future licenses, leases and agreements for SANBAG's right-of-way and property. Options would

likely include a range from continuing to present each new or amended agreement to the Board for action or by creating boilerplate documents approved by the Board that could be executed by the Executive Director or his designee.

Financial Impact: Approval of this item will result in the payment of $1,500 by the City of Redlands and $1,500 by Freedom Telecommunications both as a one-time (1) administrative fee to Epic Land Solutions, Inc. Additionally Freedom Telecommunications will be charged an annual license fee of $2,000. There will be no annual license fee for the City of Redlands. All fees will be collected by Epic on behalf of SANBAG and retained in the SANBAG rail assets trust account until the funds are transmitted to SANBAG's finance department. The revenue may be budgeted in subsequent fiscal years for projects that benefit SANBAG's rail systems/assets.

Reviewed By: This item is not scheduled for review by any other technical advisory committee or policy committee. SANBAG General Counsel and Contract Administrator have approved this item and drafts of the Contracts.

Responsible Staff: Monica Morales, Transit Specialist

CRTC1303a-mmm
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13122.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13124.docx

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. R 13122 Amendment No. _____

By and Between

SAN BERNARDINO ASSOCAITED GOVERNMENTS acting as the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY and the SAN BERNARDINO TRANSPORTATION COMMISSION and FREEDOM TELECOMMUICATIONS

Contract Description License Agreement on the San Gabriel Subdivision, Mile Post 90.7

Board of Director's Meeting Date: April 3, 2013

Overview of BOD Action: Approve Contract No. R13122 with Freedom Telecommunications granting a license agreement on the San Gabriel Subdivision, San Bernardino Mile Post 90.7

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	3,500.00	Original Contingency Amount	$	
Revised Contract Amount *Inclusive of prior amendments*	$		Revised Contingency Amount *Inclusive of prior amendments*	$	
Current Amendment Amount	$		Contingency Amendment	$	
TOTAL CONTRACT VALUE	$	3,500.00	TOTAL CONTINGENCY VALUE	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	3,500.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
4/3/13	Open	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0377.

☐ A Budget Amendment is required.How are we funding current FY? Rail Assets

☐ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☐ Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract: Rail Assets

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Monica Morales	Monica Morales	2-26-13
Project Manager (Print Name)	Signature	Date
MITCHELL A. ALDERMAN	M. A. Alderman	2/27/13
Task Manager (Print Name)	Signature	Date
Andrea Zureido	Andrea Zureido	2/28/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		3/1/13
Contract Administrator (Print Name)	Signature	Date
W. Stewart		3/5/13
Chief Financial Officer (Print Name)	Signature	Date

R13122

CONTRACT NO: R13122

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS acting as the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY and the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

And

FREEDOM TELECOMMUNICATIONS

For

License Agreement on the San Gabriel Subdivision Mile Post 90.7

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of April 3, 2013, by and between the **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY and the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**, public agencies existing under the authority of the laws of the State of California (jointly referred to as "SANBAG"), and **FREEDOM TELECOMMUNICATIONS, INC.** a corporation of the State of California, ("LICENSEE"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I

BASIC LICENSE PROVISIONS

1. Description of License Property:
An overhead crossing of SANBAG's rail property commonly known as the San Gabriel Subdivision at a location approximately thirty two feet (32") westerly of the center line of Beech Avenue in the City of Fontana, SANBAG Mile Post 90.7 (SCRRA Mile Post 47.1)
Approximate area:
Six Hundred Square Feet (600 Sq. Ft.) (§1.1)

2. Licensee may use the License Property only for: Installation, operation, maintenance and repair of one (1) one quarter inch (1/4") overhead fiber optic cable containing up to twenty four (24) fibers only, and no other uses (§1.1, §10)

3. Commencement Date:
April 3, 2013, or upon SANBAG's Board of Directors Approval (§1.2)

4. Term (check one):
   - ☒ A. Month-to-month
   - ☐ B. N/A months, ending N/A 20 N/A, unless canceled by SANBAG as provided in Section 1.2 on 30 days' notice (§1.2)

5. License Fees: (check one):
   - A. Base License Fee:
     - ☒ a. $ 2,000.00 per year, payable annually in advance
     - ☐ b. $_____ per month, payable monthly in advance (§2.1)
   - B. Additional License Fee:
     - ☒ a. One-time fee: $1,500.00
     - ☐ b. Other fees: $N/A (§2.1)

C. Base License Fee Adjustment Dates (Circle, if applicable)

☒ a. Annually, effective on the anniversary of the Commencement Date, based on the published Consumer Price Index (or its successor) ("CPI") as defined in paragraph 2.2.1 of the General License Provisions.

☒ b. At intervals of not less than three (3) years, based on the then current fair market rental value of the License Property (§2.2)

6. Insurance Amount (See Exhibit "B") (§16)

7. SANBAG's Address:
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715 (§24.1)

8. Licensee's Address:
FREEDOM TELECOMMUNICATIONS, INC.
4505 Glencoe Avenue
Marina Del Rey, California 90292 (§24.1)

9. Facility:
One (1) one quarter inch (1/4") overhead fiber optic cable containing up to twenty-four (24) fibers. (§1.1)

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II, together with all Exhibits and Attachments referenced in either, are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year below written, but effective as of the day and year first set forth above.

FREEDOM TELECOMMUNICATIONS, INC.

By: _____

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Janice Rutherford
Chair

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

By: _____

Janice Rutherford
President, Chair

Date: _____

APPROVED AS TO FORM

By: _____

Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____

Jeffery Hill
Contract Administrator

INDEX TO LICENSE AGREEMENT - PART II

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"A" License Property
"B" Insurance Requirements
"C" Permitted Hazardous Materials
"D" Additional Provisions

PART II - GENERAL LICENSE PROVISIONS

1. GRANT OF LICENSE/TERM

1.1 Grant of License. SANBAG hereby grants a non-exclusive revocable license to Licensee in, on, over, under, across and along the real property of SANBAG in the location shown in the diagram attached hereto as Exhibit A and described in Item 1 of the Basic License Provisions (the "License Property"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Facility described in Item 9 of the Basic License Provisions, and any usual and necessary related appurtenances thereto (the "Facility"), for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Facility. In connection with this grant of license, Licensee, its officers, directors, partners, employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SANBAG if necessary for the use of the Facility or the License Property, with the time and manner of such entry and access to be subject to SANBAG's prior written approval. The License Property, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property".

1.2 Term of Agreement. The term of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4.B of the Basic License Provisions, or if Item 4.A is checked, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. If Item 4.B of the Basic License Provisions is checked, then this Agreement shall be a license for the term specified in said Item 4.B; provided, however, that SANBAG shall have the right to terminate this Agreement prior to the date specified in Item 4.B pursuant to paragraph 24.15 below. The term of this Agreement as provided above is referred to as the "Term".

1.3 Condition of License Property. Licensee acknowledges that it has inspected and by executing this Agreement, accepts the License Property in its present condition as suitable for the use for which this Agreement is granted, without any representation or warranty of any kind by SANBAG.

2. PAYMENTS

2.1 License Fee. As consideration for the rights herein granted, Licensee agrees to pay to SANBAG the License Fees specified in Item 5 of the Basic License Provisions, as adjusted as set forth in Section 2.2. If Item 5.B.a of the Basic License Provisions is checked, the one-time fee noted therein shall be due and payable upon execution of this Agreement. If Item 5.B.b of the Basic License Provisions is checked, the fee noted therein shall be due and payable as indicated in that item. If Item 5.A.a of the Basic License Provisions is checked, the annual License Fee amount, as such fee may be adjusted pursuant to the provision of Section 2.2, shall be due and payable, without demand, annually in advance on or before the anniversary of the Commencement Date for the convenience of both parties, without affecting the Term of this Agreement as specified in Section 1.2. If Item 5.A.b of the Basic License Provisions is checked, the first month's Base License Fee noted therein shall be due and payable upon execution of this Agreement. Thereafter, the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term. The Base License Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis.

2.2 License Fee Adjustment.

2.2.1 Annual CPI Adjustment. If Item 5.C.a of the Basic License Provisions is checked, then the Base License Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs unless another date(s) is provided in Item 5 of the Basic License Provisions (the "Adjustment Date"). The adjusted Base License Fee as of each Adjustment Date shall be the greater of the Base License Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the third month preceding the month during which the particular Adjustment Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month containing the prior Adjustment

Date or, if there has been no prior Adjustment, the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SANBAG.

2.2.2 Fair Market Adjustment. If Item 5.C.b of the Basic License Provisions is checked, then, at intervals of not less than three (3) years, the Base License Fee (as such fee may be adjusted by Section 2.2.1, above) payable under this Section 2 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the License Property as determined by SANBAG in good faith. Such increases shall be effective as of thirty (30) days after written notice from SANBAG to Licensee of such adjustment, or the date specified in such written notice, whichever is later. If no adjustment is made at any three (3) year interval, an adjustment may nevertheless be made on a subsequent date and thereafter at intervals of not less than three (3) years apart.

2.3 Late Charge. Licensee acknowledges that late payment by Licensee of any payment owed to SANBAG under this Agreement will cause SANBAG to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to determine. Therefore, if any payment due from Licensee is not received by SANBAG within five (5) days of when due, Licensee shall pay to SANBAG an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of $500 for each late payment. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SANBAG will incur by reason of a late payment by Licensee. Acceptance of any late payment charge shall not constitute a waiver of Licensee's default with respect to the overdue payment, nor prevent SANBAG from exercising any of the other rights and remedies available to SANBAG under this Agreement, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Section 24.5.

3. TAXES

Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Facility, the License Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Facility's operations.

4. CONSTRUCTION

Any work performed or caused to be performed by Licensee on the Facility or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the SANBAG's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SANBAG. Prior to commencement of any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal (other than normal maintenance) (hereinafter, "Work") on the License Property, Licensee shall submit work plans to SANBAG for review and approval. Any such Work must be carried out pursuant to work plans approved in writing by SANBAG. In addition, Licensee shall provide SANBAG with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Facility, except in cases of emergency, in which event Licensee shall notify SANBAG's representative personally or by phone prior to commencing any Work. Unless otherwise requested by SANBAG, upon completion of any Work, Licensee shall restore the SANBAG Property to its condition immediately preceding the commencement of such Work.

5. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of Licensee performing Work on the Facility or the License Property shall first be approved in writing by SANBAG. With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". Additionally, Licensee shall cause any and all of its

contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the License Property to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property.

6. REIMBURSEMENT

Licensee agrees to reimburse SANBAG for all reasonable costs and expenses incurred by SANBAG in connection with Work on or maintenance of the License Property or the Facility, including, but not limited to, costs incurred by SANBAG in furnishing any materials or performing any labor, reviewing Licensee's Work plans and/or inspecting any Work, installing or removing protection beneath or along SANBAG's tracks, furnishing of watchmen, flagmen and inspectors as SANBAG deems necessary and such other items or acts as SANBAG in its sole discretion deems necessary to monitor or aid in compliance with this Agreement, protect the safety of, and railway operations upon, its tracks and right-of-way, and to otherwise protect its interests.

7. LIENS

Licensee will fully and promptly pay for all materials joined or affixed to the Facility or SANBAG Property, and fully and promptly pay all persons who perform labor upon said Facility or SANBAG Property. Licensee shall not suffer or permit to be filed or enforced against the SANBAG Property or the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance Work activities or operations of Licensee, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SANBAG with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SANBAG from any and all such obligations and claims described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of SANBAG. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SANBAG in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, SANBAG shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse SANBAG for the cost of such discharge within ten (10) business days after billing. SANBAG reserves the right at any time to post and maintain on the SANBAG Property such notices as may be necessary to protect SANBAG against liability for all such liens and claims. The provisions of this section shall survive the termination of this Agreement.

8. MAINTENANCE AND REPAIR

Licensee, at Licensee's sole expense, shall maintain the License Property and the Facility in a first-class condition during the Term of this Agreement and shall perform all maintenance and clean up of the License Property and the Facility as necessary to keep the License Property and the Facility in good order and condition, to SANBAG's satisfaction. If any portion of the SANBAG Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property by Licensee or Licensee's Parties including but not limited to damage arising from any tests or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the SANBAG Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties.

9. LANDSCAPING

If required by SANBAG, then Licensee, at its sole cost and expense, shall install barrier landscaping to shield the Facility from public view. SANBAG shall have the right to review and approve landscaping plans prior to installation. All landscaping work shall be done in accordance with the provisions of Section 4 above.

10. USE

The License Property and the Facility shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the

use of the License Property, the Facility or the commodity or product being conveyed through the Facility (if any) without SANBAG's prior written approval.

11. ABANDONMENT

Should Licensee at anytime abandon the use of the Facility or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SANBAG shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

12. BREACH

Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SANBAG at its option may:

(a) Perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to SANBAG upon demand, and/ or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee and any other person occupying the License Property by lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the remedies that SANBAG may have under this Agreement, at law or equity by reason of Licensee's default or of such termination.

13. SURRENDER

Upon termination of this Agreement, unless otherwise requested in writing by SANBAG prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove the Facility and restore the SANBAG Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Facility. Should Licensee fail to comply with the requirements of the preceding sentence, SANBAG may at its option (i) perform the same at Licensee's expense, which costs Licensee agrees to pay to SANBAG on demand, or (ii) assume title and ownership of said Facility. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility is removed and the SANBAG Property is restored.

14. INDEMNIFICATION

14.1. Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SANBAG), and hold harmless SANBAG and its affiliated entities, subsidiaries, officers, directors, employees, agents, contractors, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its officers, directors, affiliates, Licensee's Parties or anyone directly or indirectly employed by or for whose acts Licensee is liable (collectively, "Personnel") or invitees of Licensee in connection with the SANBAG Property or arising from the presence upon or performance of activities by Licensee or its Personnel with respect to the SANBAG Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this Agreement, in each case whether occurring during the Term of this Agreement or thereafter.

14.2. The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. Upon request of SANBAG,

Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

14.3. Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

14.4. The indemnification and defense obligations of Licensee set forth in this section shall survive the termination of this Agreement.

15. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Facility, the SANBAG Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SANBAG Property, accident or fire or other casualty on the SANBAG Property, or electrical discharge, noise or vibration resulting from SANBAG's transit operations on or near the SANBAG Property. The term "SANBAG" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SANBAG's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SANBAG. Licensee, on behalf of itself and its Personnel (as defined in Section 14) as a material part of the consideration for this Agreement, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Licensee and/or its Personnel. **In that connection, Licensee expressly waives the benefit of California Civil Code Section 1542, which provides as follows:**

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

The provisions of this section shall survive the termination of this Agreement.

16. INSURANCE

Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Agreement insurance as required by SANBAG in the amounts and coverages specified and issued by insurance companies as described in, and meeting all other requirements set forth in, Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish SANBAG with insurance endorsements or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. In most instances, SANBAG does not allow self-insurance, however, if Licensee can demonstrate assets and retention funds meeting SANBAG's self-insurance requirements, SANBAG may permit Licensee to self-insure, provided, however that the right to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SANBAG at its sole and absolute discretion. SANBAG shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

17. TESTS AND INSPECTIONS

SANBAG shall have the right at anytime to inspect the License Property and the Facility so as to monitor compliance with this Agreement. If, in SANBAG's sole judgment, any installation on, or use or condition of the License Property may have an adverse effect on the SANBAG Property, adjacent property (whether or not owned by SANBAG) or SANBAG operations, SANBAG shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary or useful to evaluate the condition of the License Property. Licensee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG. Licensee shall pay or reimburse SANBAG, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

18. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

18.1. Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any Environmental Law which is now or may hereafter become applicable to Licensee or the License Property. As used herein, "Environmental Law" means any federal, state or local environmental health and /or safety-related law, regulation, standard, decision of a court permit or conditions, currently existing or as amended or adopted in the future. Except for any Hazardous Materials expressly approved by SANBAG in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material, including any mixture or solution, which by virtue of its properties or effects, is potentially harmful to health, safety or property, or which is now or becomes in the future listed, defined or regulated in any manner under any Environmental Law as hazardous or dangerous material or substance.

18.2. Licensee shall indemnify, defend (by counsel acceptable to SANBAG) and hold harmless the Indemnitees (as defined in Section 14) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Facility or the License Property or contamination of the SANBAG Property or adjacent property (i) which occurs due to the use and occupancy of the Facility or the SANBAG Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

18.3. The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

18.4. In addition, in the event of any release on or contamination of the License Property, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SANBAG Property and all affected adjacent property -- whether or not owned by SANBAG) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover.

19. UNDERGROUND STORAGE TANKS

19.1. NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SANBAG, WHICH APPROVAL MAY BE WITHHELD IN SANBAG'S SOLE DISCRETION.

19.2. At SANBAG's option, upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the SANBAG Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of SANBAG and any governmental authorities having jurisdiction, and deliver to SANBAG a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

20. SUBORDINATE RIGHTS

This Agreement is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto SANBAG, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SANBAG Property, and in connection therewith the right to grant and convey to others, rights and interests to the SANBAG Property on the License Property and in the vicinity of Facility, regardless of any effect or impact on the Facility. Licensee shall bear all costs and losses it incurs associated with any modifications to

the Facility necessary to accommodate SANBAG's exercise of any right hereunder. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SANBAG Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

21. COMPLIANCE WITH LAWS

Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Facility and the SANBAG Property and shall furnish satisfactory evidence of such compliance promptly upon request of SANBAG. SANBAG may enter the License Property to inspect the Facility at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Facility, at its sole cost and expense.

22. CONDEMNATION

In the event all or any portion of the License Property shall be taken or condemned for public use by another governmental agency (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Facility. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to SANBAG.

23. MARKERS

Project markers in form and size satisfactory to SANBAG, identifying the Facility and its owners, will be installed and constantly maintained by and at the expense of Licensee at such locations as SANBAG shall designate. Such markers shall be relocated or removed upon request of SANBAG without expense to SANBAG. Absence of markers in or about SANBAG Property does not constitute a warranty by SANBAG of the absence of subsurface installations.

24. GENERAL PROVISIONS

24.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

24.2 Non-Exclusive License. The license granted herein is not exclusive and SANBAG specifically reserves the right to grant other licenses within the License Property.

24.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

24.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.5 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SANBAG that is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due SANBAG as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

24.6 Captions. The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

24.7 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this

Agreement, including without limitation, all payment obligations with respect to License Fees and all obligations concerning the condition of the SANBAG Property and the Facility.

24.8 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition of the same covenant or condition in another instance..

24.9 Effective Date/Nonbinding Offer. Submission of this License for examination or signature by Licensee does not constitute an offer or option for a license, and it is not effective as a license or otherwise until executed and delivered by both SANBAG and Licensee. Each individual executing this License on behalf of SANBAG or Licensee represents and warrants to the other party that he or she is authorized to do so.

24.10 Entire Agreement Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. No amendments, changes, revisions or discharges of this Agreement in whole or in part, or at any time, shall be binding upon the parties unless the same shall be in writing and executed by both parties hereto.

24.11 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SANBAG, which may be withheld in SANBAG's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and a material breach of this Agreement, which give SANBAG the right to immediately terminate this Agreement and seek all other available remedies for breach.

24.12 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

24.13 Nondiscrimination. Licensee certifies and agrees that all persons employed by Licensee and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the License Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

24.14 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at SANBAG's sole discretion, the relocation of the Facility and the license granted hereby.

24.15 Termination for Public Use. In addition to any and all other termination rights of SANBAG and regardless of the Term set forth in the Basic License Provisions, Licensee hereby expressly recognizes and agrees that the License Property is located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects and/or other public uses (collectively and individually "Public Use"), and that Licensee's use of the License Property under this License is a temporary interim use as to which Licensee has no right to nor expectation of use for any particular length of time. Accordingly, as a condition to entering into this License, SANBAG expressly reserves the right to terminate the License for any of such Public Use by thirty (30) days written notice to Licensee. Licensee expressly acknowledges and agrees that:

Licensee
SANBAG

(1) SANBAG may terminate this license for any Public Use, to be determined in SANBAG's sole and absolute discretion;

(2) Licensee will NOT oppose any Public Use when planned or implemented on or adjacent to the License Property;

(3) Licensee expressly assumes all risk of any future Public Use as determined by SANBAG and in the event SANBAG terminates this License and requires Licensee to vacate the License Property for any –

Public Use, Licensee shall not be entitled as a result of such termination and vacation of the License Property;

(a) to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and

(b) to any compensation under the eminent domain law.

24.16 Modification, Relocation or Removal for Public Use. If SANBAG shall at any time, or from time to time, determine in its sole and absolute discretion, that there is a need for the License Property or any adjoining property for a Public Use and such Public Use requires relocation or removal of the Facility, Licensee shall reconstruct, alter, modify, relocate or remove its Facility as required by SANBAG, at Licensee's sole cost and expense, within thirty (30) days after written notice from SANBAG.

24.17 Time of Essence. Time is of the essence of this Agreement.

24.18 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located, this Agreement, any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

24.19 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable by SANBAG in accordance with the terms of this Agreement.

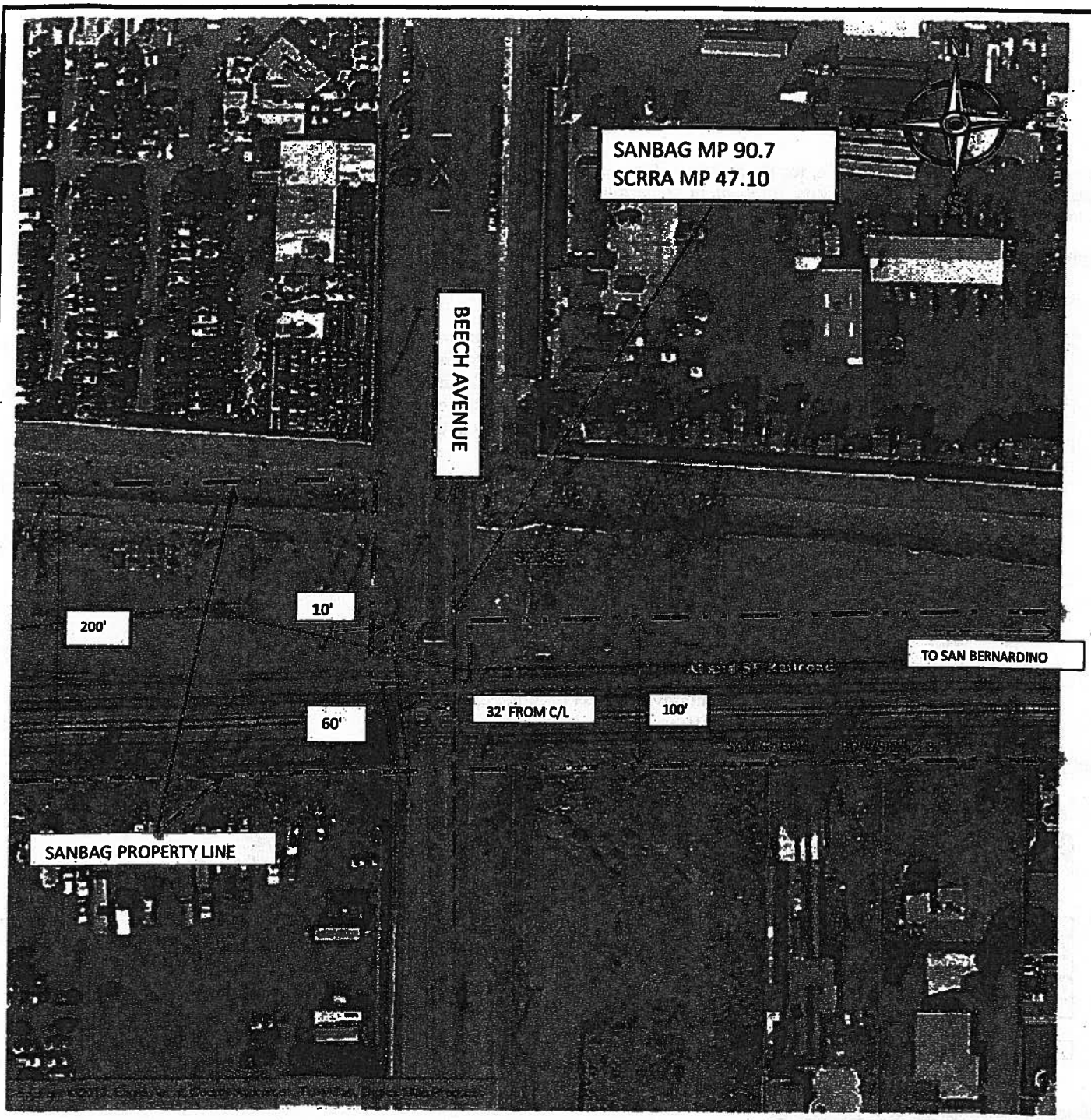
24.20 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

Exhibit "A"

License Property

See Attachment

EXHIBIT "A"



ONE OVEHEAD FIBER OPTIC CABLE CONTAING UP TO 24 FIBERS

APN:	**0231-091-14**		
Date	**01/30/2013**		
Branch/Line **SSB**	Mile Post **47.1** **SANBAG 90.7**	Licensee **FREEDOM** **TELECOMMUNICATIONS**	
County **FONTANA**	Nearest Cross Street **BEECH AVE**	SANBAG File Number **RSSB003756**	
Area **1,000 SQ. FT.**	City **FONTANA**	Scale **1"=100'**	
Map Reference **SSB 3**	Use **OH FIBER**	Thomas Guide Grid **604 E3**	

Governments SANBAG Working Together

SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Exhibit "B"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

Licensee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of SANBAG property hereunder by the Licensee, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☐ Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- ☒ Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterments.
- ☐ Insurance Services Office Railroad Protective Liability
- ☐ Contractor's Pollution Liability with coverage for:

  a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

  b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

  c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and

  d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Licensee shall maintain limits no less than:

- ☒ General Liability: *$1,000,000* per occurrence for bodily injury, personal injury and property damage.
- ☒ If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☐ Automobile Liability: *$1,000,000* per accident for bodily injury and property damage.
- ☒ Employer's Liability: *$1,000,000* per accident for bodily injury or disease.
- ☐ Course of Construction: Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Railroad Protective Liability: *$2,000,000* per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- ☐ Contractors Pollution Liability: *$1,000,000* per occurrence *$2,000,000* annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by SANBAG. At the option of SANBAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG, its officials, employees, contractors and agents; or the Licensee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Exhibit "B"

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SANBAG, its subsidiaries, officials, employees, contractors and agents are to be covered as insured parties as respects: liability arising out of activities performed by or on behalf of the Licensee; products and completed operations of the Licensee; premises owned, occupied or used by the Licensee; and automobiles owned, leased, hired or borrowed by the Licensee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG, its subsidiaries, officials and employees.

2. For any claims related to this project, the Licensee's insurance coverage shall be primary insurance as respects SANBAG, its subsidiaries, officials, employees, contractors and agents. Any insurance or self-insurance maintained by SANBAG, its subsidiaries, officials and employees shall be excess of the Licensee's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG, its subsidiaries, officials, employees, contractors and agents.

4. The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SANBAG.

6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the SANBAG, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

Course of construction policies shall contain the following provisions:

1. SANBAG shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against SANBAG.

Acceptability of Insurers

Insurance is to be placed with insurers admitted in California and with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SANBAG.

Verification of Coverage

Licensee shall furnish SANBAG with original endorsements and certificates of insurance evidencing coverage required by this Exhibit "B". All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the SANBAG before work commences. As an alternative, the Licensee may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractors and Subcontractors

Licensee shall include all contractors and subcontractors as insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by SANBAG.

Exhibit "C"

Permitted Hazardous Materials

No hazardous materials are permitted to be used or stored on License Property.

Exhibit "D-1"

Additional Provisions

1. **Paving and Fencing.** Licensee will pave License area with asphalt or concrete, and Licensee will construct a chain link fence (or better quality) measuring a minimum of six (6) feet high around the entire perimeter of Premises described in Exhibit "A". Licensee shall be responsible for the total expense of fencing and asphalt.

2. **Importation of Soil/Fill Dirt.** Licensee shall not bring upon or use any Import Soil on the Premises in conjunction with any purposes allowed under this Agreement, until said Import Soil has been laboratory tested by a *certified hazardous waste testing laboratory* and the test results have been approved by SANBAG's Environmental Consultant. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as Clean Soil to the reasonable satisfaction of SANBAG's Environmental Consultant.

3. **Maintenance of Premises.** Licensee shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking, and graffiti and from occupancy by transients/homeless persons or individuals. Licensee shall be fully responsible for ALL maintenance and maintenance of adjoining SANBAG property that is required or necessary in connection with Licensee's use of Premises.

4. **Protection of Underground and Aboveground Installations.** Licensee shall ensure that it and Licensee's Parties protect, from and against any and all damage, all underground and aboveground installations and improvements, such as pipes, fiber optic lines and wires, which may be impacted by any work on or any use of the Premises by Licensee.

5. **Improvements.** Both Licensee and SANBAG acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Licensee's needs will be the sole responsibility and at the sole cost of the Licensee and subject to SANBAG's prior review and approval, which may be withheld in SANBAG's sole and absolute discretion. No permanent structures may be constructed on the premises without SANBAG's prior written approval. Licensee will be responsible for the removal of all permitted improvements upon termination of License.

6. **Utilities.** Licensee shall pay for any and all utilities for its benefit, security and use.

7. **Warranties:** SANBAG makes no warranties as to the suitability of the location for Licensee's intended use, and Licensee assumes all risks as to zoning, visibility, traffic count or any other factors which may effect Licensee's intended use of the premises.

8. **Zoning or Permitting.** Any permits, inspection fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, and any labor expenses for the installation or maintenance of any permitted improvements are the Licensee's sole responsibility. Copies of permits are to be readily available for inspection by SANBAG personnel.

9. **Signage.** NO SIGNS PERMITTED on, or along the perimeter of the Premises are permitted unless such signs were requested and approved under Licensee's original proposal and covered by the required insurance.

Exhibit "D-2"

SANBAG General Notes

1. All personnel entering the railroad right-of-way shall comply with SANBAG and BNSF requirements. Failure to comply will be grounds for termination of work and revocation of the Right-of-Entry (ROE) permit.

2. Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete BNSF's Contractor Safety Training course.

3. The ROE permittee shall pay for all flagging, inspections, and review costs as required in the ROE permit. Work beyond the hours of 7 am to 5 pm, Monday through Friday, will be charged at 1.5 times the standard hourly rate.

4. The contractor shall adhere to all requirements set forth by SANBAG, BNSF, the ROE permit, project plans and specifications, and the job site BNSF flagman/Employee-in-Charge(EIC). The BNSF flagman/EIC has sole responsibility to protect the railroad infrastructure and operations. At all times, the Contractor shall follow the flagman/EIC's direction.

5. All persons entering the railroad right-of-way shall have taken the BNSF safety training course.

6. No work shall be performed within the railroad right-of-way without a Right-of-Entry permit, flag requests submitted to BNSF, and a BNSF flagman/EIC present during all construction and related activities.

7. The contractor shall comply with all environmental and third party permits as required by the work.

8. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the BNSF flagman/EIC.

9. The contractor shall have the permitted stamped set of plans on-site. Work will be terminated by SANBAG should no stamped plans be on-site.

10. The contractor shall contact Maureen Lucey-Smith at Epic Land Solutions, SANBAG's property administrator, (951) 321-4744, 48-hours in advance for any inspections required in the ROE permit.

11. The movement of trains is unpredictable. Trains may approach the job site in any direction, at any speed, at any time, and may stop and occupy the track within the contractor's work zone for an undetermined period of time.

12. No personnel shall cross any track without the approval from the BNSF flagman/EIC.

13. Only the BNSF flagman/EIC is permitted to perform flagging operations within the railroad right-of-way.

Licensee	SANBAG

Initials

Exhibit "D-3"

ADDITIONAL REQUIREMENTS
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA)

1. Licensee agrees to execute and deliver to SCRRA, prior to commencing any work within the rail right-of-way, SCRRA Right of Entry Agreement (Form Number 6) and deliver and secure approval of the insurance required by the two exhibits attached to Form Number 6. If the Licensee retains a contractor to perform any work within the rail right-of-way, the Licensee shall incorporate in its contract documents SCRRA Form Number 6 and SCRRA Rules and Requirements for Construction on Railway Property (Form Number 37). SCRRA's Right of Way Engineers Office can be reached at 1-213-452-0353.

2. Licensee agrees to comply and to ensure that its contractor complies with instructions of SCRRA's Employee-In-Charge (EIC) and representatives, in relation to the proper manner of protection of the tracks and the traffic moving thereon, pole lines, signals and other property SCRRA or its member agency tenants or licensees at or in the vicinity of the work, and shall perform the work at such times as not to endanger or interfere with safe and timely operation of SCRRA's track and other facilities.

3. Licensee's contractor, at its sole cost and expense, shall obtain and maintain, in full force and effect, insurance as required by SCRRA during the entire construction period. The Contractor shall furnish copies of the insurance certificates to all affected operating railroads.

4. Third Party Safety Training is required for all work near or within the railroad right-of-way. Licensee's contractor shall schedule safety training by calling 1-877-452-0205. The contractor will need a valid SCRRA project number, located in the upper right hand corner of the Right-of-Entry. No work may commence on the railroad right-of-way until this training has been completed.

5. Licensee's contractor will call 1-877-452-0205 to arrange for flagging services a minimum of five (5) working days prior to beginning work. Although every effort is made to accommodate the Licensee's schedule, prior notification does not guarantee the availability of protective services for the proposed date of work.

6. Licensee or Licensee's contractor shall be responsible for the location, protection and relocation of any and all public or private surface, sub-surface, and overhead lines and structures. Licensee shall not damage, destroy or interfere with any existing encumbrances, licenses and rights (whether public or private), granted upon or relating to the railroad right-of-way.

7. The contractor shall call SCRRA's signal department at 1-909-859-4100 to mark signal and communication cables and conduits. In case of signal emergencies or grade crossing problems, the contractor shall call SCRRA's 24-hour signal emergency number 1-888-446-9721.

8. The Licensee shall obtain permission from the owners of any fiber optic, gas, or oil lines that may located along or across the right-of-way.

9. Licensee shall prepare and submit traffic control plan for SCRRA approval for projects that will affect vehicular traffic at an existing highway-rail grade crossing.

10. Licensee's contractor will also coordinate and acquire approval with BNSF RR. Metrolink has only 2 tracks (in the middle) of where the installation will be. The 2 outer tracks, 1 on the north side and 1 on the south side are owned by BNSF RR and licensee's contractor will be required to obtain permission and coordinate (EIC) Flagging Services with Paul Martinez at BNSF:

    Office: 909-386-4061
    Cell: 951-712-9381
    E-Mail: paul.martinez@bnsf.com

11. **If SCRRA shall deem it necessary in the future, to build additional track, tracks or other facilities in connection with the operation of its railroad, at the request of SCRRA, the Licensee shall modify, at its own expense, the proposed utility and/or roadway to conform to the rail line.**

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. R 13124 Amendment No. _____

By and Between

SAN BERNARDINO ASSOCAITED GOVERNMENTS acting as the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY and the SAN BERNARDINO TRANSPORTATION COMMISSION and CITY OF REDLANDS

Contract Description License Agreement on the Redlands Subdivision, Mile Post 7.3

Board of Director's Meeting Date: April 3, 2013
Overview of BOD Action: Approve Contract No. R13124 with City of Redlands granting a license agreement on the Redlands Subdivision, San Bernardino Mile Post 7.3

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	1,500.00	Original Contingency Amount	$	
Revised Contract Amount *Inclusive of prior amendments*	$		Revised Contingency Amount *Inclusive of prior amendments*	$	
Current Amendment Amount	$		Contingency Amendment	$	
TOTAL CONTRACT VALUE	$	1,500.00	TOTAL CONTINGENCY VALUE	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	1,500.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
4/3/13	Open	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0377.
☐ A Budget Amendment is required.How are we funding current FY? Rail Assets

☐ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☐ Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract: Rail Assets
☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate % _____
☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Monica Morales Project Manager (Print Name)	Monica Morales Signature	2-26-13 Date
MITCHELL A. ALDERMAN Task Manager (Print Name)	M. A. Alderman Signature	2/27/13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Andrea Zureick Signature	2/28/13 Date
Jeffery Hill Contract Administrator (Print Name)	[signature] Signature	3/1/13 Date
W STAWARSKI Chief Financial Officer (Print Name)	[signature] Signature	3/3/13 Date

R13124

CONTRACT NO: R13124

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS acting as the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY and the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

And

City of Redlands
For

License Agreement on the Redlands Subdivision
Mile Post 7.3

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of April 3, 2013 by and between the **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AND THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION,** public agencies existing under the authority of the laws of the State of California (jointly referred to as "SANBAG"), and **CITY OF REDLANDS** a corporate municipality, ("LICENSEE"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I

BASIC LICENSE PROVISIONS

1. Description of License Property:
An at grade portion of the SANBAG property commonly known as the Redlands Subdivision located on the westerly portion of Alabama Street northerly of Redlands Boulevard, City of Redlands, County of San Bernardino at Mile Post 7.3
Approximate area:
Eight Hundred Fifty Two Square Feet (852 Sq. Ft) (§1.1)

2. Use of License Property:
Licensee may use the License Property only for: Widening of the existing intersection of Alabama Street and SANBAG railroad property by 16.14 feet on the westerly side of the intersection only, and no other uses (§1.1, §10)

3. Commencement Date:
April 3, 2013 (§1.2)

4. Term (check one):
   - ☒ A. Month-to-month
   - ☐ B. N/A months, ending N/A 20 N/A, unless canceled by SANBAG as provided in Section 1.2 on 30 days' notice (§1.2)

5. License Fees: (check one):
   - A. Base License Fee:
     - ☐ a. $0.00 per year, payable annually in advance
     - ☐ b. $0.00 per month, payable monthly in advance (§2.1)
   - B. Additional License Fee:
     - ☒ a. One-time fee: $1,500.00
     - ☐ b. Other fees: $N/A (§2.1)

C. Base License Fee Adjustment Dates (Not applicable)

☐ a. Annually, effective on the anniversary of the Commencement Date, based on the published Consumer Price Index (or its successor) ("CPI") as defined in paragraph 2.2.1 of the General License Provisions.

☐ b. At intervals of not less than three (3) years, based on the then current fair market rental value of the License Property (§2.2)

6. Insurance Amount (See Exhibit "B") (§16)

7. SANBAG's Address:
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715 (§24.1)

8. Licensee's Address:
CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
35 Cajon Street, Suite 15A
Redlands, California 92373 (§24.1)
Attn: Brian Wolfe, P.E.
909-798-7584 X7

9. Facility:
Widening of the existing intersection of Alabama Street and SANBAG railroad property by 16.14 feet on the westerly side of the intersection. (§1.1)

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II, together with all Exhibits and Attachments referenced in either, are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year below written, but effective as of the day and year first set forth above.

CITY OF REDLANDS

By: _____

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Janice Rutherford
Chair

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

By: _____

Janice Rutherford
Chair

Date: _____

APPROVED AS TO FORM

By: _____

Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____

Jeffery Hill
Contract Administrator

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Exhibits:

"A" License Property
"B" Insurance Requirements
"C" Permitted Hazardous Materials
"D" Additional Provisions

PART II - GENERAL LICENSE PROVISIONS

1. GRANT OF LICENSE/TERM

1.1 Grant of License. SANBAG hereby grants a non-exclusive revocable license to Licensee in, on, over, under, across and along the real property of SANBAG in the location shown in the diagram attached hereto as Exhibit A and described in Item 1 of the Basic License Provisions (the "License Property"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Facility described in Item 9 of the Basic License Provisions, and any usual and necessary related appurtenances thereto (the "Facility"), for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Facility. In connection with this grant of license, Licensee, its officers, directors, partners, employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SANBAG if necessary for the use of the Facility or the License Property, with the time and manner of such entry and access to be subject to SANBAG's prior written approval. The License Property, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property".

1.2 Term of Agreement. The term of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4.B of the Basic License Provisions, or if Item 4.A is checked, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. If Item 4.B of the Basic License Provisions is checked, then this Agreement shall be a license for the term specified in said Item 4.B; provided, however, that SANBAG shall have the right to terminate this Agreement prior to the date specified in Item 4.B pursuant to paragraph 24.15 below. The term of this Agreement as provided above is referred to as the "Term".

1.3 Condition of License Property. Licensee acknowledges that it has inspected and by executing this Agreement, accepts the License Property in its present condition as suitable for the use for which this Agreement is granted, without any representation or warranty of any kind by SANBAG.

2. PAYMENTS

2.1 License Fee. As consideration for the rights herein granted, Licensee agrees to pay to SANBAG the License Fees specified in Item 5 of the Basic License Provisions, as adjusted as set forth in Section 2.2. If Item 5.B.a of the Basic License Provisions is checked, the one-time fee noted therein shall be due and payable upon execution of this Agreement. If Item 5.B.b of the Basic License Provisions is checked, the fee noted therein shall be due and payable as indicated in that item. If Item 5.A.a of the Basic License Provisions is checked, the annual License Fee amount, as such fee may be adjusted pursuant to the provision of Section 2.2, shall be due and payable, without demand, annually in advance on or before the anniversary of the Commencement Date for the convenience of both parties, without affecting the Term of this Agreement as specified in Section 1.2. If Item 5.A.b of the Basic License Provisions is checked, the first month's Base License Fee noted therein shall be due and payable upon execution of this Agreement. Thereafter, the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term. The Base License Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis.

2.2 License Fee Adjustment.

2.2.1 Annual CPI Adjustment. If Item 5.C.a of the Basic License Provisions is checked, then the Base License Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs unless another date(s) is provided in Item 5 of the Basic License Provisions (the "Adjustment Date"). The adjusted Base License Fee as of each Adjustment Date shall be the greater of the Base License Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the third month preceding the month during which the particular Adjustment Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month containing the prior Adjustment

Date or, if there has been no prior Adjustment, the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SANBAG.

2.2.2 Fair Market Adjustment. If Item 5.C.b of the Basic License Provisions is checked, then, at intervals of not less than three (3) years, the Base License Fee (as such fee may be adjusted by Section 2.2.1, above) payable under this Section 2 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the License Property as determined by SANBAG in good faith. Such increases shall be effective as of thirty (30) days after written notice from SANBAG to Licensee of such adjustment, or the date specified in such written notice, whichever is later. If no adjustment is made at any three (3) year interval, an adjustment may nevertheless be made on a subsequent date and thereafter at intervals of not less than three (3) years apart.

2.3 Late Charge. Licensee acknowledges that late payment by Licensee of any payment owed to SANBAG under this Agreement will cause SANBAG to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to determine. Therefore, if any payment due from Licensee is not received by SANBAG within five (5) days of when due, Licensee shall pay to SANBAG an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of $500 for each late payment. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SANBAG will incur by reason of a late payment by Licensee. Acceptance of any late payment charge shall not constitute a waiver of Licensee's default with respect to the overdue payment, nor prevent SANBAG from exercising any of the other rights and remedies available to SANBAG under this Agreement, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Section 24.5.

3. TAXES

Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Facility, the License Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Facility's operations.

4. CONSTRUCTION

Any work performed or caused to be performed by Licensee on the Facility or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the SANBAG's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SANBAG. Prior to commencement of any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal (other than normal maintenance) (hereinafter, "Work") on the License Property, Licensee shall submit work plans to SANBAG for review and approval. Any such Work must be carried out pursuant to work plans approved in writing by SANBAG. In addition, Licensee shall provide SANBAG with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Facility, except in cases of emergency, in which event Licensee shall notify SANBAG's representative personally or by phone prior to commencing any Work. Unless otherwise requested by SANBAG, upon completion of any Work, Licensee shall restore the SANBAG Property to its condition immediately preceding the commencement of such Work.

5. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of Licensee performing Work on the Facility or the License Property shall first be approved in writing by SANBAG. With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". Additionally, Licensee shall cause any and all of its

contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the License Property to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property.

6. REIMBURSEMENT

Licensee agrees to reimburse SANBAG for all reasonable costs and expenses incurred by SANBAG in connection with Work on or maintenance of the License Property or the Facility, including, but not limited to, costs incurred by SANBAG in furnishing any materials or performing any labor, reviewing Licensee's Work plans and/or inspecting any Work, installing or removing protection beneath or along SANBAG's tracks, furnishing of watchmen, flagmen and inspectors as SANBAG deems necessary and such other items or acts as SANBAG in its sole discretion deems necessary to monitor or aid in compliance with this Agreement, protect the safety of, and railway operations upon, its tracks and right-of-way, and to otherwise protect its interests.

7. LIENS

Licensee will fully and promptly pay for all materials joined or affixed to the Facility or SANBAG Property, and fully and promptly pay all persons who perform labor upon said Facility or SANBAG Property. Licensee shall not suffer or permit to be filed or enforced against the SANBAG Property or the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance Work activities or operations of Licensee, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SANBAG with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SANBAG from any and all such obligations and claims described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of SANBAG. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SANBAG in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, SANBAG shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse SANBAG for the cost of such discharge within ten (10) business days after billing. SANBAG reserves the right at any time to post and maintain on the SANBAG Property such notices as may be necessary to protect SANBAG against liability for all such liens and claims. The provisions of this section shall survive the termination of this Agreement.

8. MAINTENANCE AND REPAIR

Licensee, at Licensee's sole expense, shall maintain the License Property and the Facility in a first-class condition during the Term of this Agreement and shall perform all maintenance and clean up of the License Property and the Facility as necessary to keep the License Property and the Facility in good order and condition, to SANBAG's satisfaction. If any portion of the SANBAG Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property by Licensee or Licensee's Parties including but not limited to damage arising from any tests or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the SANBAG Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties.

9. LANDSCAPING

If required by SANBAG, then Licensee, at its sole cost and expense, shall install barrier landscaping to shield the Facility from public view. SANBAG shall have the right to review and approve landscaping plans prior to installation. All landscaping work shall be done in accordance with the provisions of Section 4 above.

10. USE

The License Property and the Facility shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the

use of the License Property, the Facility or the commodity or product being conveyed through the Facility (if any) without SANBAG's prior written approval.

11. ABANDONMENT

Should Licensee at anytime abandon the use of the Facility or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SANBAG shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

12. BREACH

Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SANBAG at its option may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to SANBAG upon demand, and/ or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee and any other person occupying the License Property by lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the remedies that SANBAG may have under this Agreement, at law or equity by reason of Licensee's default or of such termination.

13. SURRENDER

Upon termination of this Agreement, unless otherwise requested in writing by SANBAG prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove the Facility and restore the SANBAG Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Facility. Should Licensee fail to comply with the requirements of the preceding sentence, SANBAG may at its option (i) perform the same at Licensee's expense, which costs Licensee agrees to pay to SANBAG on demand, or (ii) assume title and ownership of said Facility. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility is removed and the SANBAG Property is restored.

14. INDEMNIFICATION

14.1. Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SANBAG), and hold harmless SANBAG and its affiliated entities, subsidiaries, officers, directors, employees, agents, contractors, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its officers, directors, affiliates, Licensee's Parties or anyone directly or indirectly employed by or for whose acts Licensee is liable (collectively, "Personnel") or invitees of Licensee in connection with the SANBAG Property or arising from the presence upon or performance of activities by Licensee or its Personnel with respect to the SANBAG Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this Agreement, in each case whether occurring during the Term of this Agreement or thereafter.

14.2. The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. Upon request of SANBAG,

Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

14.3. Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

14.4. The indemnification and defense obligations of Licensee set forth in this section shall survive the termination of this Agreement.

15. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Facility, the SANBAG Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SANBAG Property, accident or fire or other casualty on the SANBAG Property, or electrical discharge, noise or vibration resulting from SANBAG's transit operations on or near the SANBAG Property. The term "SANBAG" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SANBAG's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SANBAG. Licensee, on behalf of itself and its Personnel (as defined in Section 14) as a material part of the consideration for this Agreement, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Licensee and/or its Personnel. **In that connection, Licensee expressly waives the benefit of California Civil Code Section 1542, which provides as follows:**

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

The provisions of this section shall survive the termination of this Agreement.

16. INSURANCE

Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Agreement insurance as required by SANBAG in the amounts and coverages specified and issued by insurance companies as described in, and meeting all other requirements set forth in, Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish SANBAG with insurance endorsements or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. In most instances, SANBAG does not allow self-insurance, however, if Licensee can demonstrate assets and retention funds meeting SANBAG's self-insurance requirements, SANBAG may permit Licensee to self-insure, provided, however that the right to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SANBAG at its sole and absolute discretion. SANBAG shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

17. TESTS AND INSPECTIONS

SANBAG shall have the right at anytime to inspect the License Property and the Facility so as to monitor compliance with this Agreement. If, in SANBAG's sole judgment, any installation on, or use or condition of the License Property may have an adverse effect on the SANBAG Property, adjacent property (whether or not owned by SANBAG) or SANBAG operations, SANBAG shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary or useful to evaluate the condition of the License Property. Licensee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG. Licensee shall pay or reimburse SANBAG, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

18. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

18.1. Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any Environmental Law which is now or may hereafter become applicable to Licensee or the License Property. As used herein, "Environmental Law" means any federal, state or local environmental health and /or safety-related law, regulation, standard, decision of a court, permit or conditions, currently existing or as amended or adopted in the future. Except for any Hazardous Materials expressly approved by SANBAG in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material, including any mixture or solution, which by virtue of its properties or effects, is potentially harmful to health, safety or property, or which is now or becomes in the future listed, defined or regulated in any manner under any Environmental Law as hazardous or dangerous material or substance.

18.2. Licensee shall indemnify, defend (by counsel acceptable to SANBAG) and hold harmless the Indemnitees (as defined in Section 14) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Facility or the License Property or contamination of the SANBAG Property or adjacent property (i) which occurs due to the use and occupancy of the Facility or the SANBAG Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

18.3. The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

18.4. In addition, in the event of any release on or contamination of the License Property, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SANBAG Property and all affected adjacent property -- whether or not owned by SANBAG) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover.

19. UNDERGROUND STORAGE TANKS

19.1. NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SANBAG, WHICH APPROVAL MAY BE WITHHELD IN SANBAG'S SOLE DISCRETION.

19.2. At SANBAG's option, upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the SANBAG Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of SANBAG and any governmental authorities having jurisdiction, and deliver to SANBAG a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

20. SUBORDINATE RIGHTS

This Agreement is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto SANBAG, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SANBAG Property, and in connection therewith the right to grant and convey to others, rights and interests to the SANBAG Property on the License Property and in the vicinity of Facility, regardless of any effect or impact on the Facility. Licensee shall bear all costs and losses it incurs associated with any modifications to

the Facility necessary to accommodate SANBAG's exercise of any right hereunder. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SANBAG Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

21. COMPLIANCE WITH LAWS

Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Facility and the SANBAG Property and shall furnish satisfactory evidence of such compliance promptly upon request of SANBAG. SANBAG may enter the License Property to inspect the Facility at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Facility, at its sole cost and expense.

22. CONDEMNATION

In the event all or any portion of the License Property shall be taken or condemned for public use by another governmental agency (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Facility. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to SANBAG.

23. MARKERS

Project markers in form and size satisfactory to SANBAG, identifying the Facility and its owners, will be installed and constantly maintained by and at the expense of Licensee at such locations as SANBAG shall designate. Such markers shall be relocated or removed upon request of SANBAG without expense to SANBAG. Absence of markers in or about SANBAG Property does not constitute a warranty by SANBAG of the absence of subsurface installations.

24. GENERAL PROVISIONS

24.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

24.2 Non Exclusive License. The license granted herein is not exclusive and SANBAG specifically reserves the right to grant other licenses within the License Property.

24.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

24.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.5 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SANBAG that is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due SANBAG as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

24.6 Captions. The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

24.7 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this

Agreement, including without limitation, all payment obligations with respect to License Fees and all obligations concerning the condition of the SANBAG Property and the Facility.

24.8 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition of the same covenant or condition in another instance...

24.9 Effective Date/Nonbinding Offer. Submission of this License for examination or signature by Licensee does not constitute an offer or option for a license and it is not effective as a license or otherwise until executed and delivered by both SANBAG and Licensee. Each individual executing this License on behalf of SANBAG or Licensee represents and warrants to the other party that he or she is authorized to do so.

24.10 Entire Agreement Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. No amendments, changes, revisions or discharges of this Agreement in whole or in part, or at any time, shall be binding upon the parties unless the same shall be in writing and executed by both parties hereto.

24.11 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SANBAG, which may be withheld in SANBAG's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and a material breach of this Agreement, which give SANBAG the right to immediately terminate this Agreement and seek all other available remedies for breach.

24.12 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

24.13 Nondiscrimination. Licensee certifies and agrees that all persons employed by Licensee and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the License Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

24.14 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at SANBAG's sole discretion, the relocation of the Facility and the license granted hereby.

24.15 Termination for Public Use. In addition to any and all other termination rights of SANBAG and regardless of the Term set forth in the Basic License Provisions, Licensee hereby expressly recognizes and agrees that the License Property is located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects and/or other public uses (collectively and individually "Public Use"), and that Licensee's use of the License Property under this License is a temporary interim use as to which Licensee has no right to nor expectation of use for any particular length of time. Accordingly, as a condition to entering into this License, SANBAG expressly reserves the right to terminate the License for any of such Public Use by thirty (30) days written notice to Licensee. Licensee expressly acknowledges and agrees that:

Licensee
SANBAG

(1) SANBAG may terminate this license for any Public Use, to be determined in SANBAG's sole and absolute discretion;

(2) Licensee will **NOT** oppose any Public Use when planned or implemented on or adjacent to the License Property;

(3) Licensee expressly assumes all risk of any future Public Use as determined by SANBAG and in the event SANBAG terminates this License and requires Licensee to vacate the License Property for any –

Public Use, Licensee shall not be entitled as a result of such termination and vacation of the License Property;

(a) to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and

(b) to any compensation under the eminent domain law.

24.16 Modification, Relocation or Removal for Public Use. If SANBAG shall at any time, or from time to time, determine in its sole and absolute discretion, that there is a need for the License Property or any adjoining property for a Public Use and such Public Use requires relocation or removal of the Facility, Licensee shall reconstruct, alter, modify, relocate or remove its Facility as required by SANBAG, at Licensee's sole cost and expense, within thirty (30) days after written notice from SANBAG.

24.17 Time of Essence. Time is of the essence of this Agreement.

24.18 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located, this Agreement, any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

24.19 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable by SANBAG in accordance with the terms of this Agreement.

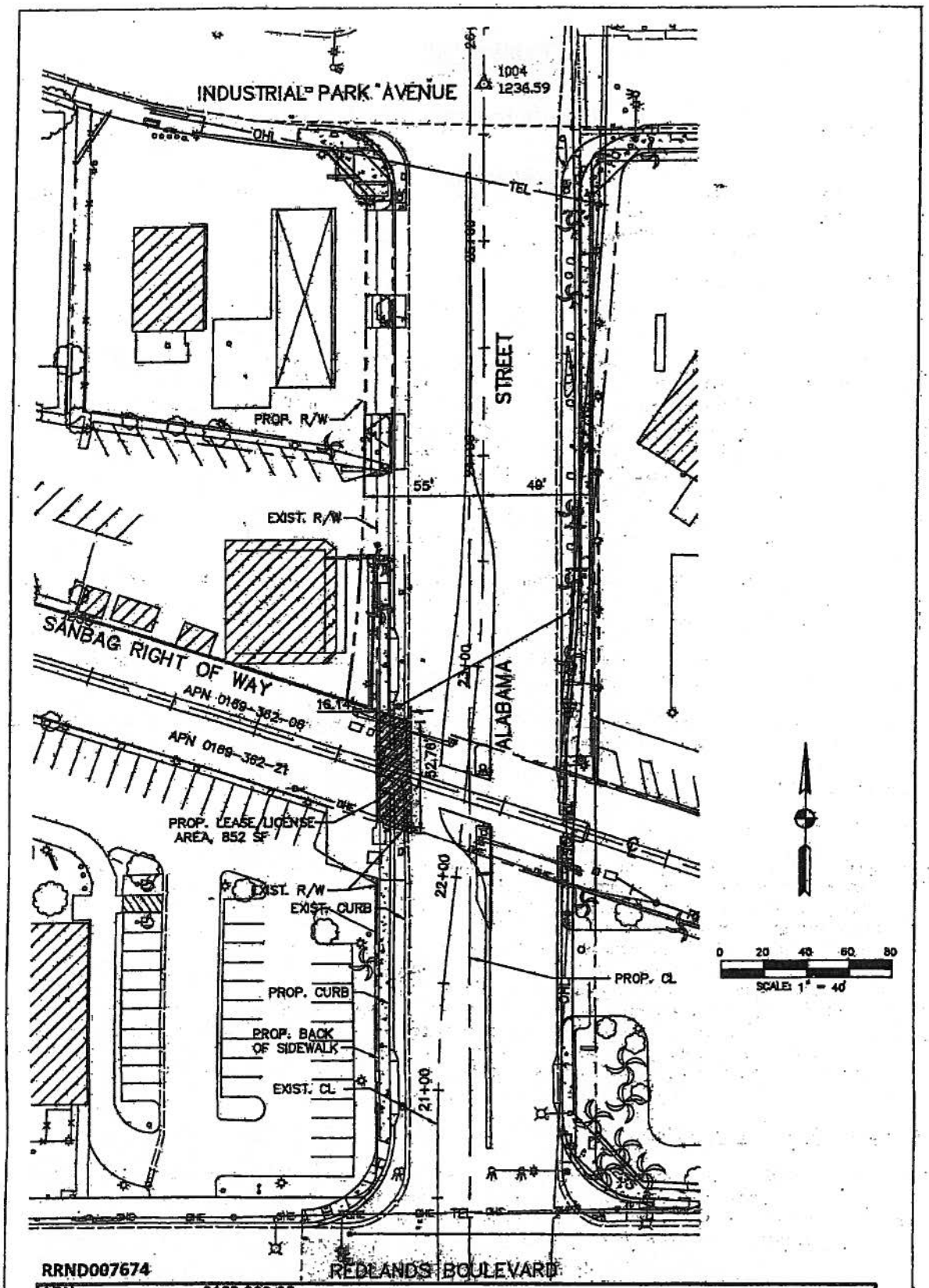
24.20 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

Exhibit "A"

License Property

See Attached

EXHIBIT "A"



RRND007674

APN: 0169-362-08			
Date 2/7/2013			
Branch/Line REDLANDS	Mile Post SANBAG 7.3	Lessee/Licensee CITY OF REDLANDS	
County SAN BERNARDINO	Nearest Cross Street ALABAMA ST	SANBAG File Number	
Area 852 SQ. FT.	City REDLANDS	Scale NTS	
Map Reference RND 3	Use STREET WIDENING	Thomas Guide Grid 607 H6	

Governments SANBAG Working Together

SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Exhibit "B"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

Licensee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of SANBAG property hereunder by the Licensee, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☐ Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- ☒ Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterments.
- ☐ Insurance Services Office Railroad Protective Liability
- ☐ Contractor's Pollution Liability with coverage for:

  a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

  b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

  c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and

  d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Licensee shall maintain limits no less than:

- ☒ General Liability: *$1,000,000* per occurrence for bodily injury, personal injury and property damage.
- ☒ If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☐ Automobile Liability: *$1,000,000* per accident for bodily injury and property damage.
- ☒ Employer's Liability: *$1,000,000* per accident for bodily injury or disease.
- ☐ Course of Construction: Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Railroad Protective Liability: *$2,000,000* per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- ☐ Contractors Pollution Liability: *$1,000,000* per occurrence *$2,000,000* annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by SANBAG. At the option of SANBAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG, its officials, employees, contractors and agents; or the Licensee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Exhibit "B"

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SANBAG, its subsidiaries, officials, employees, contractors and agents are to be covered as insured parties as respects: liability arising out of activities performed by or on behalf of the Licensee; products and completed operations of the Licensee; premises owned, occupied or used by the Licensee; and automobiles owned, leased, hired or borrowed by the Licensee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG, its subsidiaries, officials and employees.

2. For any claims related to this project, the Licensee's insurance coverage shall be primary insurance as respects SANBAG, its subsidiaries, officials, employees, contractors and agents. Any insurance or self-insurance maintained by SANBAG, its subsidiaries, officials and employees shall be excess of the Licensee's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG, its subsidiaries, officials, employees, contractors and agents.

4. The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SANBAG.

6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the SANBAG, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

Course of construction policies shall contain the following provisions:

1. SANBAG shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against SANBAG.

Acceptability of Insurers

Insurance is to be placed with insurers admitted in California and with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SANBAG.

Verification of Coverage

Licensee shall furnish SANBAG with original endorsements and certificates of insurance evidencing coverage required by this Exhibit "B". All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the SANBAG before work commences. As an alternative, the Licensee may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractors and Subcontractors

Licensee shall include all contractors and subcontractors as insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by SANBAG.

Exhibit "C"

Permitted Hazardous Materials

No hazardous materials are permitted to be used or stored on License Property.

Exhibit "D-1"

Additional Provisions

1. **Paving and Fencing.** Licensee will pave License area with asphalt or concrete, and Licensee will construct a chain link fence (or better quality) measuring a minimum of six (6) feet high around the entire perimeter of Premises described in Exhibit "A". Licensee shall be responsible for the total expense of fencing and asphalt.

2. **Importation of Soil/Fill Dirt.** Licensee shall not bring upon or use any Import Soil on the Premises in conjunction with any purposes allowed under this Agreement, until said Import Soil has been laboratory tested by a *certified hazardous waste testing laboratory* and the test results have been approved by SANBAG's Environmental Consultant. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as Clean Soil to the reasonable satisfaction of SANBAG's Environmental Consultant.

3. **Maintenance of Premises.** Licensee shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking, and graffiti and from occupancy by transients/homeless persons or individuals. Licensee shall be fully responsible for ALL maintenance and maintenance of adjoining SANBAG property that is required or necessary in connection with Licensee's use of Premises.

4. **Protection of Underground and Aboveground Installations.** Licensee shall ensure that it and Licensee's Parties protect, from and against any and all damage, all underground and aboveground installations and improvements, such as pipes, fiber optic lines and wires, which may be impacted by any work on or any use of the Premises by Licensee.

5. **Improvements.** Both Licensee and SANBAG acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Licensee's needs will be the sole responsibility and at the sole cost of the Licensee and subject to SANBAG's prior review and approval, which may be withheld in SANBAG's sole and absolute discretion. No permanent structures may be constructed on the premises without SANBAG's prior written approval. Licensee will be responsible for the removal of all permitted improvements upon termination of License.

6. **Utilities.** Licensee shall pay for any and all utilities for its benefit, security and use.

7. **Warranties.** SANBAG makes no warranties as to the suitability of the location for Licensee's intended use, and Licensee assumes all risks as to zoning, visibility, traffic count or any other factors which may effect Licensee's intended use of the premises.

8. **Zoning or Permitting.** Any permits, inspection fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, and any labor expenses for the installation or maintenance of any permitted improvements are the Licensee's sole responsibility. Copies of permits are to be readily available for inspection by SANBAG personnel.

9. **Signage.** NO SIGNS PERMITTED on, or along the perimeter of the Premises are permitted unless such signs were requested and approved under Licensee's original proposal and covered by the required insurance.

Exhibit "D-2"

SANBAG General Notes

1. All personnel entering the railroad right-of-way shall comply with SANBAG and BNSF requirements. Failure to comply will be grounds for termination of work and revocation of the Right-of-Entry (ROE) permit.

2. Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete BNSF's Contractor Safety Training course.

3. The ROE permittee shall pay for all flagging, inspections, and review costs as required in the ROE permit. Work beyond the hours of 7 am to 5 pm, Monday through Friday, will be charged at 1.5 times the standard hourly rate.

4. The contractor shall adhere to all requirements set forth by SANBAG, BNSF, the ROE permit, project plans and specifications, and the job site BNSF flagman/Employee-in-Charge (EIC). The BNSF flagman/EIC has sole responsibility to protect the railroad infrastructure and operations. At all times, the Contractor shall follow the flagman/EIC's direction.

5. All persons entering the railroad right-of-way shall have taken the BNSF safety training course.

6. No work shall be performed within the railroad right-of-way without a Right-of-Entry permit, flag requests submitted to BNSF and a BNSF flagman/EIC present during all construction and related activities.

7. The contractor shall comply with all environmental and third party permits as required by the work.

8. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the BNSF flagman/EIC.

9. The contractor shall have the permitted stamped set of plans on-site. Work will be terminated by SANBAG should no stamped plans be on-site.

10. The contractor shall contact Maureen Lucey-Smith at Epic Land Solutions, SANBAG's property administrator, (951) 321-4744, 48-hours in advance for any inspections required in the ROE permit.

11. The movement of trains is unpredictable. Trains may approach the job site in any direction, at any speed, at any time, and may stop and occupy the track within the contractor's work zone for an undetermined period of time.

12. No personnel shall cross any track without the approval from the BNSF flagman/EIC.

13. Only the BNSF flagman/EIC is permitted to perform flagging operations within the railroad right-of-way.

Licensee	SANBAG

Initials

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SANBAG Acronym List

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

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments

Governments
SANBAG
Working Together

MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning

- Develop an accessible, efficient, multi-modal transportation system

- Strengthen economic development efforts

- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996