

AGENDA

Commuter Rail & Transit Committee Meeting

August 14, 2014

10:00 a.m.

Location

SANBAG

First Floor Lobby

1170 W. 3rd Street, San Bernardino, CA 92410

Commuter Rail & Transit Committee Membership

Chair

Mayor Paul Eaton
City of Montclair

Mayor L. Dennis Michael
City of Rancho Cucamonga

Vice Chair

Supervisor James Ramos
County of San Bernardino

Mayor Ray Musser
City of Upland

Mayor Peter Aguilar
City of Redlands

Council Member Richard Riddell
City of Yucaipa

Council Member Bill Jahn
City of Big Bear Lake

Mayor Pro Tem Alan Wapner
City of Ontario

Council Member Mike Leonard
City of Hesperia

Mayor Deborah Robertson
City of Rialto

Mayor Pro Tem Larry McCallon
City of Highland

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
County Congestion Management Agency
Service Authority for Freeway Emergencies**

AGENDA

Commuter Rail & Transit Committee Meeting

**August 14, 2014
10:00 a.m.**

**Location
SANBAG Office
First Floor Lobby
1170 W. 3rd Street, San Bernardino, CA 92410**

CALL TO ORDER

(Meeting Chaired by Paul Eaton)

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

Possible Conflict of Interest Issues for the Commuter Rail and Transit Committee Meeting of August 14, 2014

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

1. Information Relative to Possible Conflict of Interest

Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest for the Commuter Rail and Transit Committee.

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

CONSENT CALENDAR

Items listed on the Consent Calendar are expected to be routine and non-controversial. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request.

Transit/Rail

2. Construction Contract Change Orders to on-going SANBAG Construction Contracts with Shimmick and Kemp Bros Construction Pg. 12

That the Commuter Rail and Transit Committee receive and file Change Orders.
Mitch Alderman

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

DISCUSSION ITEMS

Regional/Subregional Planning

3. Advanced Regional Rail Integrated Vision - East (ARRIVE) Project Update Pg. 14

That the Commuter Rail and Transit Committee receive a presentation on the status and direction of the ARRIVE Project. **Timothy Byrne**

This information in this item was reviewed by the City-County Managers Technical Advisory Committee on August 7, 2014. This item is not scheduled for review by any other policy committee.

Transit/Rail

4. Morongo Basin Transit Authority Presentation Pg. 16

That the Commuter Rail and Transit Committee receive a presentation from Morongo Basin Transit Authority regarding their agency. **Nancy Strickert**

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

5. Omnitrans and Metrolink Connectivity Pg. 17

That the Commuter Rail and Transit Committee receive a presentation from Omnitrans discussing connectivity with Metrolink. **Nessa Williams**

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

6. Purchase of BNSF Shortway Right-of-Way

That the Commuter Rail and Transit Committee recommend the Board acting as the San Bernardino County Transportation Commission (Commission):

- a) Approve and authorize execution of Contract No. 15-1001050, Purchase and Sale Agreement (Agreement) of BNSF Shortway right-of-way in the amount not-to-exceed \$3,000,000 which Agreement shall be substantially in the form of the attached draft Agreement, consistent with the deal points described in this report, and that has been approved as to form by Commission's General Counsel; and
- b) Authorize the Executive Director or his designee to execute such documents and agreements that are necessary or convenient for the closing of the Shortway right-of-way acquisition under the Agreement. **Mitch Alderman**

This item is not scheduled for review by any other policy committee or technical advisory committee. This item and the draft Purchase and Sale Agreement have been reviewed by General Counsel.

Transportation Fund Administration

7. Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account Expenditure Plan Amendment for Victor Valley Transit Authority

Pg. 36

That the Commuter Rail and Transit Committee recommend the Board, acting as the San Bernardino County Transportation Commission, approve an amendment to the Expenditure Plan for the Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account for Victor Valley Transit Authority as identified in Attachment A. **Vanessa Jezik**

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

Comments from Board Members

Brief Comments from Board Members

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

8. Attendance

Pg. 38

9. Acronym List

Pg. 39

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. Complete packages of this 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.

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 SANBAG Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item when 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. The time limits established in “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

Attendance.

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

Basic Agenda Item Discussion.

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

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/she would like to amend the motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is 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 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.



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Fl, San Bernardino, CA 92410
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 Web: www.sanbag.ca.gov



- 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: August 14, 2014

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 for the Commuter Rail and Transit Committee.

Background:

In accordance with California Government Code 84308, members of the SANBAG 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, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
2	C14002	Kemp Bros. Construction Inc. <i>Steven R. Solaas</i>	Howard Contracting Harris Rebar Winegardner SCW Contracting Corp. KCB Towers Schmitt Contracting Crownier Sheet Metal MK Roofing Hutington Glazing Continental Marble & Tile Company Hamilton Ceiling Systems JH Bryant Signs & Lucite Products Landscape Forms Empyrean Plumbing Inc. Air Flow Safeway Electric A&S Cement Contractors Inc.

Entity: CTC

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			Western Paving Contractors Inc. Century Fences Pacific Premier Landscape Robert B Longway Inc. DBC Inc.
2	C14001	Shimmick Construction Company Inc. <i>Paul Camaur</i>	Allied Steel Co., Inc. Marina Landscape, Inc. Innovative Concrete & Engineering Giroux Glass Winegardner Masonry Excelsior Elevator Fencecorp Inc. Ellis Excavating Gerdau Eberhard EMC Rutherford Co., Inc. M.B. Herzog Electric Hardy & Harper, Inc.
7	15-1001050	Burlington Northern Santa Fe <i>Greg J. Rousseau</i>	None

Financial Impact:

This item has no direct impact on the SANBAG budget.

Reviewed By:

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

Responsible Staff:

Mitch Alderman, Director of Transit and Rail Programs

Minute Action

AGENDA ITEM: 2

Date: August 14, 2014

Subject:

Construction Contract Change Orders to on-going SANBAG Construction Contracts with Shimmick and Kemp Bros Construction.

Recommendation:

That the Commuter Rail and Transit Committee receive and file Change Orders.

Background:

Of SANBAG's two on-going Transit and Rail Construction Contracts, one has had a Construction Change Order (CCO) approved since the last reporting to the Commuter Rail & Transit Policy Committee. The CCO is listed below:

A. Contract Number (CN) C14002 with Kemp Bros. Construction, Inc. for construction of the San Bernardino Transit Center project: CCO No. 1 (\$81,000.00 increase for removal and disposal of all buried man-made objects encountered during rough grading and retaining wall footing excavation, and for removal and replacement of additional asphalt concrete).

B. CN C14001 with Shimmick Construction Company, Inc. for construction of the Downtown San Bernardino Passenger Rail Project: No CCO this reporting period.

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under Task No's. 0322 and 0324.

Reviewed By:

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

Responsible Staff:

Mitch Alderman, Director of Transit and Rail Programs

Entity: CTC

Rail and Transit Construction Contracts

San Bernardino Transit Center – Executed Change Orders		
Number	Description	Amount
1	Removal and Disposal of man-made objects and R&R AC	\$81,000.00
	CCO TOTAL	\$81,000.00
	APPROVED CONTINGENCY	\$631,175.00
	REMAINING CONTINGENCY	\$550,175.00

Downtown San Bernardino Passenger Rail Project – Executed Change Orders		
Number	Description	Amount
	CCO TOTAL	\$0
	APPROVED CONTINGENCY	\$2,981,464.00
	REMAINING CONTINGENCY	\$2,981,464.00

Attachment: Rail and Transit CCOs_Attachment_08142014_Rev1 (1199 : Construction Contracts-CCOs)

Bolded Construction Change Orders approved since the last reporting to the Commuter Rail & Transit Committee
 Amounts shown in parentheses represent a credit to the Agency

Minute Action

AGENDA ITEM: 3

Date: August 14, 2014

Subject:

Advanced Regional Rail Integrated Vision - East (ARRIVE) Project Update

Recommendation:

That the Commuter Rail and Transit Committee receive a presentation on the status and direction of the ARRIVE Project.

Background:

This project, with the full title “Regional Rail/Land Use Vision and Implementation Strategy for the San Bernardino Metrolink Line,” is examining the feasibility of transitioning this traditional commuter rail corridor, over time, to a corridor that fully integrates transit oriented development (TOD) and regional rail. The corridor has been very successful as a commuter rail line, with over 12,000 passengers per day on 42 trains. This project is exploring how to build on that success by evaluating opportunities for TOD across all of the stations on the San Bernardino Line within the County.

To provide greater identity for this corridor, “The ARRIVE Corridor” is being used as the moniker. The acronym ARRIVE stands for “Advanced Regional Rail Integrated Vision - East.” The term captures the thrust of this initiative, that ultimately this rail service will not merely send more commuters westward to Los Angeles, but will support a series of in-County destinations in their own right. The objective is to lay the groundwork that will eventually lead to an increase in the number of passengers “arriving” via rail in the County to work, shop, recreate, and conduct business. At the same time, the hope is that these station-area nodes can become more significant mixed-use, walkable activity centers, contributing to the livability and economy of the San Bernardino Valley.

The approach to this project recognizes that multiple challenges must be addressed and practical steps will be needed to bring this vision to reality. Currently, the San Bernardino Line is successful at primarily serving commuters to Los Angeles, but has the potential of becoming a more robust regional rail system that connects major nodes of activity to, from, and within San Bernardino County. The study team fully recognizes that this transition, if feasible, will take time and will require deliberate actions on the part of local jurisdictions, land owners, the business community, and transportation agencies. Some of the challenges include:

- Noise and air quality impacts from train activity;
- Limited undeveloped land around the station areas;
- Economic costs of redevelopment;

Entity: CTC

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- Some station areas may not yet be ripe for higher density development and face competition for development energy from lower-cost greenfield development;
- High degree of parcelization;
- Significant destinations that are just outside the typical “catchment area” for rail transit stations;
- Concerns communities may have about densification in general;
- Difficulties convincing private developers and capital markets that mixed use and/or mixed-income housing projects can be viable and valuable at TOD sites;
- Challenges in balancing financial realities and social equity goals; and
- Fare structure on Metrolink that is higher than one would find in a light rail or rapid bus line

This project will engage a broad cross-section of transportation, urban planning, economic, environmental, and other stakeholders to map out a vision for the corridor, to address the barriers listed above, and to define the steps for preparing the corridor for TOD. This will include the types of investments that will be needed as well as the mechanisms that must be put in place to support TOD. The focus is not primarily on land use planning, although a certain amount of land use planning will be involved. The primary emphasis is on addressing the barriers listed above, particularly the economic, institutional, and environmental ones. The study team views the San Bernardino Metrolink line as an underutilized asset that has the potential for improved mobility, economic growth, and sustainability for San Bernardino County. Staff will make a presentation on the project highlighting the project tasks, issues to be addressed, and how the stakeholders will be involved.

A key project element includes convening an Urban Land Institute (ULI) Advisory Services Panel to assist the project team in identifying implementable actions to achieve the project objectives. An Advisory Services Panel consists of national experts in the fields of transportation planning, market analysis, economics, development, financing and architecture that can provide practical and candid advice for application in San Bernardino County. The panel will be held from Monday, September 8, 2014 through Wednesday, September 10, 2014. The panel will be interviewing stakeholders the afternoon of Monday, September 8, 2014 at a location yet to be determined near LA/Ontario International Airport. SANBAG will be sending our invitations to stakeholders for potential interviews including members from the development community, land owners, city staff and elected officials.

Financial Impact:

This item is consistent with the adopted Fiscal Year 2014-2015 budget, Task 0404.

Reviewed By:

This information in this item was reviewed by the City-County Managers Technical Advisory Committee on August 7, 2014. This item is not scheduled for review by any other policy committee.

Responsible Staff:

Timothy Byrne, Chief of Planning

Minute Action

AGENDA ITEM: 4

Date: August 14, 2014

Subject:

Morongo Basin Transit Authority Presentation

Recommendation:

That the Commuter Rail and Transit Committee receive a presentation from Morongo Basin Transit Authority regarding their agency.

Background:

In San Bernardino County, there are six (6) transit operators and one (1) consolidated transportation service agency (CTSA). These agencies have continually strived to make their agencies a success. The Transit and Rail Department along with these agencies, will be presenting a series of presentation highlighting the exciting things happening in various parts of the county.

Today's presentation will be completed by Joe Meer, the General Manager of Morongo Basin Transit Authority (MBTA). MBTA headquarters are located in Joshua Tree which is approximately 80 miles from downtown San Bernardino in the Morongo Basin. Joe Meer has been the General Manager for MBTA for eight (8) years. MBTA currently has two (2) intercity routes, two (2) commuter routes, five (5) deviated fixed routes and demand response service. Annual total MBTA ridership is approximately 381,000.

Although MBTA is one of the County's smaller agencies, it has been very successful with their routes that run from Yucca Valley and Twenty-nine Palms Marine Corps Base to Palm Springs as well as establishing a state and federally approved purchasing cooperative agreement with CAL-Act (California Association for Coordinated Transportation) for the purchase of transit vehicles.

Financial Impact:

This item is consistent with the Fiscal Year 2014/2015 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

Entity: CTC

Minute Action

AGENDA ITEM: 5

Date: August 14, 2014

Subject:
Omnitrans and Metrolink Connectivity

Recommendation:

That the Commuter Rail and Transit Committee receive a presentation from Omnitrans discussing connectivity with Metrolink.

Background:

During the June 12, 2014 Commuter Rail and Transit Committee, Omnitrans presented their Short Range Transit Plan, Omni Connect. During this presentation, committee members were interested in the connectivity between Omnitrans and Metrolink service. As a follow up to the June Committee meeting, Jeremiah Bryant, the OmniTrans Service and Planning Manager, will present their efforts to connect with Metrolink service.

Financial Impact:

This item is consistent with the Fiscal Year 2014/2015 Budget.

Reviewed By:

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

Responsible Staff:

Nessa Williams, Transit Specialist

Minute Action

AGENDA ITEM: 6

Date: August 14, 2014

Subject:

Purchase of BNSF Shortway Right-of-Way

Recommendation:

That the Commuter Rail and Transit Committee recommend the Board acting as the San Bernardino County Transportation Commission (Commission):

- a) Approve and authorize execution of Contract No. 15-1001050, Purchase and Sale Agreement (Agreement) of BNSF Shortway right-of-way in the amount not-to-exceed \$3,000,000 which Agreement shall be substantially in the form of the attached draft Agreement, consistent with the deal points described in this report, and that has been approved as to form by Commission's General Counsel; and
- b) Authorize the Executive Director or his designee to execute such documents and agreements that are necessary or convenient for the closing of the Shortway right-of-way acquisition under the Agreement.

Background:

During the course of the design for the Downtown San Bernardino Passenger Rail Project (DSBPRP), it was determined that acquiring the BNSF Shortway right-of-way would be more cost effective than continuing the current operation and maintenance conditions between BNSF, Southern California Regional Rail Authority (SCRRA), and SANBAG.

The Shortway is an approximate 2.2 mile section of the right-of-way owned by BNSF and consisting of one mainline track, two grade crossings, a bridge over the Lytle Creek Channel, and the only connection to the SCRRA Eastern Maintenance Facility. This section of track runs north-south and begins just west of the San Bernardino Santa Fe Depot at the Mt. Vernon roadway bridge and terminates just south of Laurel Street at CP Rana (Control Point). Currently the only rail traffic is eight (8) Metrolink trains running mostly between San Bernardino and Orange County with stops in Riverside as well as one or two trains extending to Oceanside. Under agreement between SCRRA and BNSF, Metrolink dispatches the Shortway while BNSF provides maintenance. RCTC also owns an easement over the Shortway for allowances of Metrolink trains.

For DSBPRP, certain track and signal improvements are required on the Shortway for the final configuration of Metrolink operations. Given the complexity of one entity owning the right-of-way and infrastructure (BNSF), another entity providing dispatching and roadway worker flag protection (SCRRA), and operating railroad federal requirements for both entities, complex and at sometimes conflicting conditions will occur between BNSF and SCRRA. While these could be overcome by developing a complex operating and maintenance agreement should

Entity: CTC

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BNSF retain ownership of the right-of-way, it was jointly determined by BNSF and SANBAG that purchase of the Shortway by SANBAG would greatly simplify the associated complexities. For this right-of-way acquisition, SANBAG proposed conducting an appraisal using RL Banks and Associates. BNSF concurred with this recommendation. The appraisal was completed on September 9, 2013, placing the value of the Shortway at \$3 million. Both SANBAG and BNSF accepted the appraised value as the purchase price.

While BNSF purchased the Shortway right-of-way through a series of individual parcels of land in 1883, the exact legal ownership and condition of the right-of-way is unknown to BNSF due to the loss of records over the last 130 years or unavailability of records at the time of initial purchase. Therefore, BNSF will convey the Shortway right-of-way by quitclaim deed just as SANBAG will convey its excess rail right-of-way. For the agreement, SANBAG will make an initial deposit with BNSF through an escrow account in the amount of \$300,000. Over the following three months, SANBAG will have an opportunity to review and evaluate the condition of the Shortway through documents provided by BNSF and by conducting field inspections. Based on staff's experience with the Shortway, adverse conditions are not expected. At the end of the review period, SANBAG will then make the closing payment at which time the quitclaim deed will be recorded thus transferring ownership to the San Bernardino County Transportation Commission (SANBAG). Once the ownership has transferred, SCRRA will then take over all maintenance of the Shortway with minimal incremental increases to SANBAG's maintenance subsidy to SCRRA.

One condition BNSF did request is an amendment to the existing Shared Use Agreement (SUA) between BNSF and RCTC for the BNSF San Bernardino Subdivision which extends from the San Bernardino Santa Fe Depot to West Redondo in downtown Los Angeles. The SUA delineates certain costs sharing and operational allowances for Metrolink trains as well as maintenance costs for the Shortway. BNSF, with SANBAG's assistance, will work separately with RCTC to obtain the amendment. It is anticipated that there will be no objections to the amendment by RCTC.

The purchase and sale agreement (Agreement) attached to this report is in draft form as of the date of publication of the Commuter Rail & Transit Committee agenda. The Committee is being asked to recommend the Board acting as the San Bernardino County Transportation Commission approve execution of the final Agreement in a form that has been approved by General Counsel, and that is substantially in the form of the draft agreement and consistent with the deal points stated in this report.

Financial Impact:

This purchase of right-of-way is consistent with the FY14/15 Budget, Task No. 0323 DSBPRP.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. This item and the draft Purchase and Sale Agreement have been reviewed by General Counsel.

Responsible Staff:

Mitch Alderman, Director of Transit and Rail Programs



CONTRACT SUMMARY SHEET

Contract No. 15-1001050 Amendment No. _____

By and Between

San Bernardino County Transportation Comm. and Burlington Northern Santa Fe (BNSF)

Contract Description Purchase of BNSF Shortway Right-of-Way

Board of Director's Meeting Date: September 3, 2014

Overview of BOD Action: Approve Contract No. 15-1001050 for the purchase of the BNSF Shortway right-of-way in the amount-not-to-exceed \$3 million. SANBAG will make an initial deposit with BNSF through an escrow account in the amount of \$300,000.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	3,000,000	Original Contingency Amount	\$	0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0.00
Current Amendment Amount	\$	0.00	Contingency Amendment	\$	0.00
TOTAL CONTRACT VALUE	\$	3,000,000	TOTAL CONTINGENCY VALUE	\$	0.00
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 3,000,000

Contract Start Date September 3, 2014	Current Contract Expiration Date June 30, 2020	Revised Contract Expiration Date
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0323.

A Budget Amendment is required.

How are we funding current FY? LTF Rail

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

LTF Rail, Task 0323

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Project Manager (Print Name) _____

Signature _____

Date _____

Task Manager (Print Name) _____

Signature _____

Date _____

Dir. of Fund Admin. & Programming (Print Name) _____

Signature _____

Date _____

Contract Administrator (Print Name) _____

Signature _____

Date _____

Chief Financial Officer (Print Name) _____

Signature _____

Date _____

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into as of the _____ day of _____, 2014, by and between BNSF RAILWAY COMPANY, a Delaware corporation (“**BNSF**”), and SAN BERNARDINO ASSOCIATED GOVERNMENTS, acting in its capacity as the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California (“**SANBAG**”).

A. BNSF owns or controls certain real property in the San Bernardino Subdivision in the County of San Bernardino in California.

B. SANBAG wishes to acquire Main Track #4, line segment 7202 of the San Bernardino Subdivision approximately from Mile Post 0.09 to Mile Post 2.2, and all of its associated right-of-way land and appurtenances (the “**Shortway**”) as shown and described on Exhibit A.

C. Conveyance of BNSF’s interest in the Shortway under the terms of this Agreement and in accordance with the terms of the SUA Amendment (defined below) is in lieu of SANBAG’s consideration of any condemnation or similar proceedings and will leave sufficient track within the subdivision for BNSF to continue its operations, and will not unreasonably burden interstate commerce.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Definitions and Exhibits.

1.1 **Definitions.** For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the meaning set forth below:

Agreement means this Purchase and Sale Agreement.

Assignment means the Assignment and Assumption of Leases and Licenses concerning the applicable portion of the Property in the form attached hereto as **Exhibit E**.

Balance is defined in **Section 2** below.

Closing means the closing of the conveyance by BNSF and acquisition by SANBAG of the Property as contemplated in this Agreement.

Closing Date means the date on which Closing occurs, which shall be thirty days after the expiration of the Review Period.

Condition of the Property is defined in **Section 6** below.

Contract Date means the date upon which this Agreement is deemed effective, which is the date first above written.

Deed means the quitclaim deed conveying BNSF’s interest in the Property, in the form attached as **Exhibit B**.

Initial Payment means the sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00).

Non-Foreign Person Affidavit means an affidavit in the form set forth in Exhibit C certifying that BNSF is not a “foreign person” as that term is defined in the Internal Revenue Code of 1986.

Property means the Shortway including track, ties, ballast, bridges and other track related improvements and fixtures and the underlying land, which is described on Exhibit A, together with all signal facilities and other appurtenances thereto.

Purchase Price is defined in Section 2 below.

Review Period means a period of three calendar months, commencing on the date that BNSF provides SANBAG with the documents SANBAG requests under Section 4.2 below. If SANBAG chooses not to request such documents from BNSF, the Review Period shall end three calendar months from the Contract Date.

SUA means that certain Shared Use Agreement (_____), dated as of October 30, 1992, as amended from time to time, between BNSF and Riverside County Transportation Commission (“RCTC”) and the easements granted to RCTC referenced therein.

SUA Amendment means an amendment to the SUA, in the form attached as Exhibit D to this Agreement.

Title Company means any title insurance company designated by SANBAG.

Third-Party Lease/Easement/License means each lease, easement, license or other grant to any third party of a right of possession or use of any part of the Property and any amendments thereto, including but not limited to the interests set forth in the SUA and those listed on Exhibit F.

1.2 Exhibits. Attached to this Agreement are the following exhibits, all of which are fully incorporated into this Agreement:

Exhibit A	Description of Property
Exhibit B	Form of Deed
Exhibit C	Non-Foreign Person Affidavit
Exhibit D	Form of SUA Amendment
Exhibit E	Form of Assignment
Exhibit F	Third Party Leases/Easements/Licenses
	<i>[ARE THERE ANY ITAs or TRACK LEASES? – There does not appear to be any]</i>
	<i>[ARE THERE ANY FIBER AGREEMENTS] – There does not appear to be any</i>

Section 2. Purchase and Sale.

Subject to the terms and conditions of this Agreement, BNSF agrees to sell and SANBAG agrees to purchase the Property. The Purchase Price (“**Purchase Price**”) for the Property is the sum of Three Million Dollars (\$3,000,000.00) which shall be payable as follows:

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(a) On the Contract Date, SANBAG shall deposit into escrow the Initial Payment, which shall be applied to the Purchase Price of the Property. SANBAG's payment of the Initial Payment is a condition precedent to the effectiveness of this Agreement.

(b) At the Closing, SANBAG shall pay the remainder of the Purchase Price ("Balance") into escrow by Federal Reserve System wire transfer or other immediately available funds acceptable to BNSF, and BNSF shall deliver into escrow the executed quitclaim deed, with all attachments, in proper recordable form.

Section 3. Adjustments.

3.1 Third Party Leases/Easements/Licenses. All sums due from any Third Party Leases/Easements/Licenses that are attributable to the Property (collectively, "**Third Party Rents**") shall be allocated as set forth in this Section 3.1. BNSF shall be entitled to all Third Party Rents due for the month in which Closing occurs. BNSF shall not receive a credit for any such Third Party Rents that are due but unpaid as of the Closing Date but SANBAG shall remit to BNSF any such Third Party Rents received by it after such Closing. SANBAG shall be entitled to any Third Party Rents that relate to time periods after the month in which the Closing occurs and BNSF shall pay to SANBAG any such Third Party Rents received by BNSF, if any. The parties will coordinate post-Closing to notify such other parties where to send Third Party Rents going forward after Closing. In addition, SANBAG may, at its discretion, prepare forms of estoppel certificates for execution by each tenant/easement holder/licensee, verifying the terms and conditions of the applicable lease, easement or license, the accounting of security deposits and other funds held on account by BNSF, and the absence of any breach or default on the part of BNSF. BNSF shall send out such form certificates to each tenant/easement holder/licensee, use its best efforts to collect the executed estoppel certificates, and deliver the executed certificates to SANBAG before Closing.

3.2 Real Estate Taxes. There will be no proration of real estate taxes. SANBAG shall be responsible to pay any real estate taxes assessed on the Property from and after the date of Closing.

3.3 Closing Costs. BNSF shall pay one-half of any escrow or closing agent charges up to \$1,000 in connection with the conveyance of the Property. SANBAG and BNSF shall each pay their own attorneys' fees and costs in connection with the negotiation of this Agreement and Closing. SANBAG shall pay all other closing costs incurred by SANBAG associated with the conveyance of the Property including, but not limited to, the following:

- (a) the cost, if any, of recording the Deed;
- (b) the cost of any title insurance SANBAG wishes to obtain in connection with the acquisition of the Property;
- (c) all costs associated with any loan or other financing obtained by SANBAG in connection with the acquisition of the Property;
- (d) any remaining escrow or closing agent charges in connection with the conveyance of the Property;
- (e) all costs of any surveys, reports or other due diligence SANBAG obtains or undertakes in connection with the Property; and
- (f) the cost, if any, of any deed stamps, transfer taxes, excise taxes or other similar taxes associated with the conveyance or recording of the Deed.

Section 4. Status of Title; Title Policy.

4.1 Physical/Environmental Inspection. SANBAG is familiar with the Property but shall also have until the end of the Review Period to determine if there are any physical conditions including, but

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not limited to, environmental conditions affecting the Property that would make the Property unsuitable for SANBAG's intended use of the Property for commuter rail operations and related purposes. SANBAG and its contractors must enter into and comply with BNSF's standard right of entry agreement as a condition of entering upon the Property to perform any inspections. If SANBAG identifies an existing condition affecting the Property (a "**Physical Condition**") that would make the Property unsuitable for SANBAG's intended use of the Property then SANBAG may terminate this Agreement by written notice to BNSF received no later than the expiration of the Review Period. If SANBAG does so terminate this Agreement then BNSF shall return the Initial Payment to SANBAG and neither party shall have any further obligation hereunder except those that expressly survive termination. If SANBAG does not so terminate this Agreement prior to the end of the Review Period, the parties shall proceed to Closing according to the remaining provisions of this Agreement. Promptly upon BNSF's written request, SANBAG shall deliver a copy of any written inspection report, survey or test result received by SANBAG. If any of such items reveal any adverse conditions, BNSF may terminate this Agreement by written notice to SANBAG and refund the Initial Payment in which case neither party shall have any further obligation hereunder except those that expressly survive termination

4.2 Title/Survey/Document Inspection. SANBAG, its agents and/or contractors shall have the right to inspect, review and copy any and all records, documents and data in possession of BNSF, BNSF's affiliates or BNSF's agents relating to the Condition of the Property, including without limitation BNSF's title documents, deeds, etc. (cumulatively "Condition of Property Records"). However, the parties acknowledge the unique nature of railroad properties, their long and complex title history and frequent transfers over long periods of time, make record keeping and record production difficult and uncertain. To carry out the intent of this provision, SANBAG shall present BNSF with a written description of the types and kinds of documents SANBAG wishes to review in determining whether it wishes to proceed with the transaction. BNSF shall make prompt and diligent search of its real property records and files and within thirty (30) days of SANBAG's presentation, provide SANBAG with copies of all documents it can in good faith locate matching the description provided by SANBAG. BNSF shall disclose to SANBAG any and all claims, losses, liabilities and/or regulatory violation notices or proceedings arising from the Condition of the Property (as defined in paragraph 6 below) then known to or reasonably discoverable by BNSF, its officers, directors, employees, contractors or agents [having responsibility for the Property]. SANBAG will have until the expiration of the Review Period to review the documents provided by BNSF and to obtain any other documents, title reports, title commitments or surveys of the Property and examine such documents, reports, commitments or surveys, determine whether SANBAG will be able to obtain any title insurance endorsements it desires, and give written notice to BNSF of any objections to the title or the matters disclosed by the survey that SANBAG may have. If SANBAG fails to give any notice to BNSF by such date, SANBAG shall be deemed to have waived such right to object to any title exceptions or defects. If SANBAG does give BNSF timely notice of objection to any title exceptions or defects or survey matters (collectively, "Title/Survey Objections") then BNSF may elect to cure or satisfy any such Title/Survey Objections, which cure may be accomplished by providing an endorsement or other title insurance to insure against any such Title/Survey Objections. If BNSF does not so elect to cure or satisfy any Title/Survey Objection then SANBAG may elect, by written notice to BNSF either to (a) terminate this Agreement by written notice to BNSF delivered no later than the date that is 30 business days after BNSF notifies SANBAG of its election not to cure such Title/Survey Objection in which case BNSF shall return the Initial Payment and neither party shall have any further rights or obligations hereunder, except for those which expressly survive any such termination, or (b) waive its objections hereunder and proceed with the transaction pursuant to the remaining terms and conditions of this Agreement. If SANBAG fails to so give BNSF notice of its election by such date, it shall be deemed to have elected the option contained in subpart (b) above. If BNSF does so cure or satisfy such Title/Survey Objections to the reasonable satisfaction of SANBAG, then this Agreement shall continue in full force and effect. SANBAG shall have the right at any time to waive any objections that it may have made and, thereby, to preserve this Agreement in full force and effect. SANBAG shall promptly upon receipt deliver to BNSF a copy of any such title report, title commitment or survey

obtained by SANBAG. In addition, BNSF agrees and covenants that it will not take any action to further encumber the property or that would otherwise materially adversely affect the condition of title on the Property from and after the Contract Date. The granting, in the normal course of business, of usual and customary rights of entry and/or licenses for the installation of wires, pipelines, conduits, etc. not adversely affecting the underlying fee title to the Property or interfering with its usability for all reasonable railroad purposes and granted at customary charges shall not be precluded by this provision. In the event that a material adverse change to the condition of title on the Property occurs prior to Closing, all the above provisions of this Paragraph 4.2 shall apply, including BNSF's election to cure and SANBAG's election thereafter to terminate and receive return of the Initial Payment, or to waive objections.

4.3 Nature of Title. The Property shall be conveyed with no warranties of title except as stated below and shall be subject to all matters of record affecting the Property and (i) the lien of unpaid taxes not yet due and payable; (ii) matters which would be disclosed by a current, accurate survey of the Property; (iii) matters which would be disclosed by a diligent inspection of the Property by an engineer familiar with railroad properties and operations and ((iv) the rights granted to third parties pursuant to any Third Party Lease/Easement/License listed in Exhibit F and provided to SANBAG. SANBAG acknowledges and affirms that BNSF may not hold fee simple title to the Property, that BNSF's interest in all or part of the Property, if any, may rise only to the level of an easement for railroad purposes. SANBAG is willing to accept the Property on this basis. BNSF does represent and warrant that BNSF's ownership interest in and to the Property subject to and accounting for the effect of all of the Third Party Leases/Easements/Licenses is sufficient to permit railroad operations on the Property, including passenger railroad operations, and to permit BNSF to convey the Property as contemplated in this Agreement.

4.4 Damage, Destruction and/or Condemnation. In the event that, prior to Closing, the Property is materially damaged, destroyed or made subject to a condemnation proceeding by a government or agency with a higher public use than SANBAG's projected public use, the parties shall have the same elections, rights and obligations as set forth in paragraph 4.2 as to issues of title.

Section 5. Representations and Warranties.

5.1 BNSF. As of the Contract Date and the Closing Date, BNSF hereby represents and warrants to SANBAG that the following statements are materially true:

(a) BNSF is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, is authorized to do business and in good standing in the State of California and has full power and authority to enter into this Agreement and to fulfill its obligations hereunder.

(b) BNSF has taken all corporate action necessary to authorize the execution and delivery by BNSF of this Agreement and the other documents to be delivered by BNSF at the Closing and the performance of its obligations hereunder and thereunder.

(c) BNSF has, prior to the expiration of the Review Period, or, if subsequently discovered, prior to Closing, disclosed to SANBAG any and all claims, losses, liabilities and/or regulatory violation notices or proceedings arising from the Condition of the Property (as defined in paragraph 6 below) then known to or reasonably discoverable by BNSF, its officers, directors, employees, contractors or agents [having responsibility for the Property].

(d) BNSF has not intentionally acted, omitted to act, or permitted others to act, between the Contract Date and the Closing Date in any manner that would materially adversely affect the Condition of the Property or the condition of title to the Property.

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(c) To BNSF's best knowledge, as defined hereinbelow, , all Third Party Leases/Easements/Licenses are listed in Exhibit "F" and BNSF shall provide SANBAG at Closing with full and complete copies of all Third Party Leases/Easements/Licenses in effect with respect to the Property on the Closing Date. BNSF's best knowledge shall include that which is in the possession of BNSF's department, division and/or employees responsible for such documents in BNSF's normal course of business or otherwise known to or reasonably discoverable by them, including, but not limited to, a good-faith search of the records maintained by or available to them.

5.2 **SANBAG.** As of the Contract Date and Closing Date, SANBAG hereby represents and warrants to BNSF that the following statements are true:

(a) SANBAG has full power and authority to enter into this Agreement and to fulfill its obligations hereunder.

(b) SANBAG has taken all action necessary to authorize the execution and delivery by SANBAG of this Agreement and the other documents to be delivered by SANBAG at the Closing and the performance of its obligations hereunder and thereunder.

Section 6. Condition of Property. SANBAG has been, or by Closing will have been, allowed to make an inspection of the Property. Subject to BNSF's representations, warranties and obligations under the SUA and this Agreement, **SANBAG IS PURCHASING ITS INTERESTS IN THE PROPERTY IN AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, IS NOT RELYING ON, AND HEREBY WAIVES ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM BNSF WITH RESPECT TO ANY MATTERS CONCERNING THE PROPERTY** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections of valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property and the Third Party Leases/Easements/Licenses permits, orders, or other agreements, affecting the Property (collectively, the "**Condition of the Property**"). SANBAG represents and warrants to BNSF that except for the express representations and warranties of BNSF in this Agreement, SANBAG has not relied and will not rely on, and BNSF is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by BNSF, the manager of the Property, or any real estate broker or agent representing or purporting to represent BNSF, to whomever made or given, directly or indirectly, orally or in writing. Subject to BNSF's obligations under the SUA, SANBAG, from and after the Closing Date, assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by SANBAG's inspection and except to the extent of BNSF's representations, warranties and obligations under the SUA or this Agreement, and except to the extent known to BNSF at the Closing Date, but undisclosed to SANBAG, waives, releases and discharges forever BNSF and BNSF's officers, directors, shareholders, employees and agents (collectively, "**Releasees**") from any and all present or future claims or demands, and any and all damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown, which SANBAG might have asserted or alleged against Releasees arising from or in any way related to the Condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other

handling of any Hazardous Substances in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial, monitoring or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) Losses for injury or death of any person, and (c) Losses arising under any Environmental Law enacted after transfer. The term "**Environmental Law**" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, natural resources or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law. The term "**Hazardous Substance**" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

BNSF and SANBAG acknowledge that the compensation to be paid to BNSF for the Property reflects that the Property is being conveyed subject to the provisions of this Section 6.

Section 7. Closing.

7.1 Conditions to Closing. Each party's obligation to proceed to Closing under this Agreement is subject to the following conditions precedent:

- (a) The other party to this Agreement shall have performed and satisfied each and all such other party's obligations under this Agreement; and
- (b) Each and all of such other party's representations and warranties set forth in this Agreement shall be true and correct at the Contract Date and at the Closing Date.

In the event any of the foregoing conditions are not satisfied prior to or at the Closing, the party for whom such condition applies may terminate this Agreement by written notice to such other party and thereafter shall have no obligation to proceed with the Closing. In the event that SANBAG terminates this Agreement under this paragraph 7.1, the Initial Payment shall be returned to SANBAG. Thereafter, neither party shall have any further obligation hereunder except those that expressly survive the termination of this Agreement.

7.2 Time and Place. Provided that all of the conditions set forth in this Agreement are fully satisfied or performed on or before the Closing Date, Closing shall occur at the office of _____, or at such other location as SANBAG and BNSF may agree.

7.3 Deliveries. At the Closing, (a) SANBAG shall deliver the Balance of the Purchase Price for the Property to BNSF as contemplated in Section 2 of this Agreement; and (b) BNSF and SANBAG shall execute and deliver to the other party the following documents (all of which shall be duly executed, and witnessed and/or notarized as necessary):

- (i) The Deed.
- (ii) The SUA Amendment.
- (iii) The Assignment.

- (iv) A “Closing Statement” in form and substance mutually satisfactory to SANBAG, BNSF, and the Title Company.
- (v) Executed “Non-Foreign Person Affidavit” and equivalent California state tax form.
- (vi) Such additional transfer documents customarily required in the counties where the Property is located.
- (vii) Such further instructions, documents and information, as the other party may reasonably request as necessary to consummate the purchase and sale contemplated by this Agreement, including without limitation, BNSF providing all such documents and information customarily, usually, or reasonably required for the issuance of title insurance.
- (viii) Legible and useable copies of all of the following, to the extent that they are in the possession of BNSF’s department, division and/or employees responsible for such documents in BNSF’s normal course of business or otherwise known to or reasonably discoverable by them, including, but not limited to, a good-faith search of the records maintained by or available to them:
 - All existing station and right of way maps, deed maps, etc. for the Property (at full size).
 - All acquisition deeds, easement agreements and other conveyances by which BNSF acquired title to the Property.
 - All street and alley vacation documents for the Property.

Section 8. Default and Remedies.

8.1 SANBAG’s Default. In the event of a default by SANBAG under this Agreement that is not cured by SANBAG in accordance with any applicable cure provision of this Agreement, BNSF’s sole and exclusive remedies hereunder shall be to either (a) terminate this Agreement and retain the Initial Payment, or (b) waive such default and proceed to Closing in accordance with the terms of this Agreement. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy BNSF may have at law or in equity for a subsequent default or breach by SANBAG under the SUA.

8.2 BNSF’s Default. In the event of a default by BNSF under the terms of this Agreement which is not cured by BNSF as provided herein, SANBAG’s sole and exclusive remedies hereunder shall be to either (a) terminate this Agreement, (b) obtain specific performance of BNSF’s obligations under this Agreement, or (c) waive such default and proceed to Closing in accordance with the terms of this Agreement. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy SANBAG may have at law or in equity for a subsequent default or breach by BNSF under the SUA.

Section 9. Assignment. Neither party may assign its rights and obligations under this Agreement.

Section 10. Brokers and Brokers’ Commissions. SANBAG and BNSF each warrant and represent to the other that neither party has employed a real estate broker or agent in connection with the transaction contemplated hereby. Each party agrees to indemnify and hold the other harmless from any loss or cost suffered or incurred by it as a result of the other’s representation herein being untrue. This obligation shall survive termination of this Agreement.

Section 11. Notices.

Except as otherwise expressly provided in this Agreement, all requests, notices, demands, authorizations, directions, consents, waivers or other communications required or permitted under this Agreement shall be in writing and shall either be: (i) delivered in person, (ii) deposited postage prepaid in the certified mail of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered via email, with confirmation of receipt by telephone, with an original deposited postage prepaid in the first class mail of the United States, addressed:

to SANBAG at:

San Bernardino Associated Governments
1170 W. 3rd Street
San Bernardino, CA 92410-1715
ATTN: Mitch Alderman, Director of Transit and Rail Programs

With copy to: San Bernardino Associated Governments
1170 W. 3rd Street
San Bernardino, CA 92410-1715
ATTN: Eileen Monaghan Teichert, General Counsel

or to BNSF at: BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, Texas 76131
ATTN: Richard E. Weicher, Vice President and General Counsel – Regulatory

With copy to: BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, Texas 76131
ATTN: David Rankin, Senior General Attorney

or to such person and at such other addresses as either party may at any time or from time to time designate for itself by notice in accordance herewith. Each such request, notice, demand, authorization, direction, consent, waiver or other document shall be deemed to be delivered to a party when received at its address set forth or designated as above provided.

Section 12. Miscellaneous.

12.1 Governing Law; Headings; Rules of Construction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without reference to the conflicts of laws or choice of law provisions thereof. The titles of sections and subsections have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references to the singular shall include the plural, and vice versa. The parties agree that this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against the drafter thereof.

12.2 No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

12.3 Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the conveyance of the Property and any other prior understandings or agreements are merged herein and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect.

12.4 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns (subject to Section 9 above).

12.5 Amendments. No amendment to this Agreement shall be binding on the parties unless such amendment is in a writing executed by both parties to this Agreement.

12.6 Date For Performance. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

12.7 Recording. BNSF and SANBAG agree that they will not record this Agreement.

12.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

12.9 Time of the Essence. Time shall be of the essence of this Agreement and each and every term and condition hereof.

12.10 Attorneys' Fees. If either party brings an action or legal proceeding for an alleged breach of any provision of this Agreement or any representation, warranty, covenant or agreement herein set forth, or to enforce, protect, determine or establish any term, covenant or provision of this Agreement or the rights hereunder of either party, the prevailing party will be entitled to recover from the non-prevailing party, as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees and court costs as may be fixed by the court including those incurred on appeal. This obligation shall survive termination of this Agreement.

12.11 Relationship. Nothing in this Agreement shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

12.12 Survival. The terms of this Agreement shall survive Closing and the delivery of the Deed.

12.13 Choice of Venue; Waiver of Trial by Jury. For any claimed breaches or defaults of this Agreement, and/or any disputes or controversies that may arise out of or relate to the construction of this Agreement or the Parties' performance under this Agreement, the Parties hereby agree: a) that jurisdiction and venue shall lie solely in the Superior Court for the County of San Bernardino, California and b) to waive their respective rights to a trial by jury.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized signatory, effective as of the day and year first above written.

BNSF RAILWAY COMPANY,
a Delaware corporation

By: _____
Name: Richard E. Weicher
Title: Vice President and General Counsel - Regulatory

**SAN BERNARDINO COUNTY TRANSPORTATION
COMMISSION,**
a public agency

By: _____
Name: L. Dennis Michael
Title: Commission Chair

Attachment: Shortway PSA BNSF draft rdh rev 4-25-14 [Revision 1] (1203 : Purchase of BNSF Shortway Right-of-Way)

EXHIBIT A

Description of Property

Attachment: Shortway PSA BNSF draft rdh rev 4-25-14 [Revision 1] (1203 : Purchase of BNSF Shortway Right-of-Way)

EXHIBIT B

Add CA quitclaim deed form, with reservation of easement for detour rights, existing fiber.

Attachment: Shortway PSA BNSF draft rdh rev 4-25-14 [Revision 1] (1203 : Purchase of BNSF Shortway Right-of-Way)

EXHIBIT C

FIRPTA AFFIDAVIT
Transferor’s Certification of Non-Foreign Status

To inform San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission (“**Transferee**”), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended (the “**Code**”), will not be required upon the transfer of certain real property to Transferee by BNSF Railway Company, a Delaware corporation (“**Transferor**”), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a [disregarded entity language from Ren Smith ??] or a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. Transferor’s U.S. employer identification number is 41-6034000; and
3. Transferor’s address is 2650 Lou Menk Drive, Fort Worth, TX 76131.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: _____

BNSF RAILWAY COMPANY

By: _____
Name:
Title:

Attachment: Shortway PSA BNSF draft rdh rev 4-25-14 [Revision 1] (1203 : Purchase of BNSF Shortway Right-of-Way)

TO LOS ANGELES

TO SAN BERNARDINO

SAN GABRIEL SUBDIVISION
MT01 (METROLINK
PASSENGER/BNSF FREIGHT)

CP VERNON

MP 0.1

BNSF MLO1 (BNSF & UPRR FREIGHT)

BNSF MLO2 (BNSF & UPRR FREIGHT)

BNSF MLO3 (AMTRAK PASSENGER, BNSF & UPRR FREIGHT)

MT01

FC01

MT01

XO-01

P01

P02

P03

MT02

XO-02

SANTA FE DEPOT

BNSF MLO4
SHORTWAY

RIALTO AVE.

CHANNEL

CP MILL

MILL ST. OVERPASS

SAN BERNARDINO SUBDIVISION
"LONGWAY"

BNSF MLO1
BNSF MLO2
BNSF MLO3

SAN BERNARDINO SUBDIVISION
"SHORTWAY"

BNSF MLO4

EASTERN MAINTENANCE FACILITY (EMF)

TO REDONDO JCT.

LAUREL ST.

CP RANA

MP 2.2

LEGEND

SHORTWAY 



MT 4 SB SUB
LINE SEGMENT 7602
MP 0.1 - 2.2

Attachment: Shortway Agreement Exhibit A 4-16-14 (1203 : Purchase of BNSF Shortway Right-of-Way)

HDR
HDR Engineering, Inc.

ONE COMPANY
Many Solutions
3220 El Camino Real, Suite 200
Irvine, CA 92612

Governments
SANBAG
Working Together

PURCHASE SALE AGREEMENT
EXHIBIT A

SCALE: NOT TO SCALE

Packet Pg. 35

-
- 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: August 14, 2014

Subject:

Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account Expenditure Plan Amendment for Victor Valley Transit Authority

Recommendation:

That the Commuter Rail and Transit Committee recommend the Board, acting as the San Bernardino County Transportation Commission, approve an amendment to the Expenditure Plan for the Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account for Victor Valley Transit Authority as identified in Attachment A.

Background:

Allocations from the Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) provide capital funds to SANBAG and all of the transit operators throughout the county. This includes Barstow Area Transit (BAT), Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (MARTA), Needles Area Transit (NAT), Omnitrans, Southern California Regional Rail Authority (SCRRA) and Victor Valley Transit Authority (VVTA).

Assembly Bill 1072, Statutes of 2009, and PTMISEA Guidelines require that operators and SANBAG submit to Caltrans a PTMISEA Program Expenditure Plan that contains a list of all projects the agency intends to fund with its share of PTMISEA for the life of the bond, including the amount for each project and the year in which the funds will be requested.

Approval of this item will amend the current Expenditure Plan for the VVTA. The amendments to the Expenditure Plan are consistent with the VVTA Fiscal Year 2014/2015 budget approved by the VVTA Board in June. The amendments do not increase the overall funding for the VVTA but redistribute the funds to be consistent with their current rolling stock capital plan.

Financial Impact:

This item has no impact upon the SANBAG Fiscal Year 2014/2015 budget.

Reviewed By:

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

Responsible Staff:

Vanessa Jezik, Transportation Programming Analyst

Entity: CTC

**Public Transportation Modernization, Improvement, & Service Enhancement Program (PTMISEA)
PTMISEA Program Expenditure Plan Worksheet**

Sponsor Agency: Victor Valley Transit Authority
 City/County: Hesperia/San Bernardino
 Sponsor Contact: Kevin Kane
 Email: kkane@vvta.org
 Phone: (760) 948-4330

Total PTMISEA Appropriation: **822271 + 10076421** (This is the total amount of PTMISEA funding that was listed in the October 30, 2009 letter from the California State Controller, John Chiang.)

Project Name	Project Description	PTMISEA Funds by FY				Total	Other Fund Sources			Total Estimated Project Cost
		Prior	14/15	15/16	16/17		Federal	State	Local	
Operator Allocation		GC 8879.55(a)(3)								
3 ADA para transit rplc buses	Purchase fixed route replacement buses (CMAQ match)	\$63,659				\$0	\$491,342			\$555,001
2 fixed route rplc buses	Purchase fixed route replacement buses (CMAQ match)	\$110,615				\$0	\$853,773			\$964,388
Shelters & accessibility Imprv.	Purchase shelters, benches, and accessibility improvements	\$144,915				\$0	\$25,085			\$170,000
1 rplc service truck	Purchase replacement service truck	\$35,000				\$0				\$35,000
Path of travel bus stop imprv.	Path of travel bus stop improvements (Article 3 match)	\$28,189				\$0			\$92,166	\$120,355
ITS hardware/software	ADA paratransit and fixed route communications and data resources	\$190,556	\$249,337			\$249,337				\$439,893
Population Allocation		GC 8879.55(a)(2)								
3 fixed route expansion buses	Purchase fixed route expansion buses	\$1,800,000				\$0				\$1,800,000
Shelters & accessibility Imprv.	Purchase shelters, benches, solar lights and accessibility improvements	\$125,000				\$0	\$50,170			\$175,170
3 ADA para transit rplc buses	Purchase ADA Paratransit replacement buses	\$190,000				\$0				\$190,000
ITS hardware/software	Purchase ADA Para transit and fixed route communications	\$385,918				\$0				\$385,918
8 premium paratrans. rplc buses	Purchase replacement buses	\$1,205,000				\$0				\$1,205,000
2 service vehicles rplc	Purchase replacement service vehicles	\$105,000				\$0				\$105,000
4 county rplc buses	Purchase Regional Buses Replacements	\$970,000				\$0				\$970,000
Shelters & accessibility Imprv.	Purchase shelters, benches, solar lights and accessibility improvements	\$115,000				\$0	\$135,568			\$250,568
8 ADA para trans rplc buses	Purchase ADA Paratransit replacement buses (2) and		\$86,000			\$86,000	\$381,337	\$22,663		\$490,000
Shelters & accessibility Imprv.	Purchase shelters, benches, solar lights and accessibility improvements		\$125,000			\$125,000	\$35,568			\$160,568
8 ADA para trans rplc buses	Purchase ADA Paratransit replacement buses			\$1,354,000		\$1,354,000				\$1,354,000
2 Service vehicles rplc	Purchase replacement service vehicles			\$75,000		\$75,000				\$75,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements			\$100,000		\$100,000				\$100,000
2 service vehicles rplc	Purchase replacement service vehicles				\$80,000	\$80,000				\$80,000
5 fixed route rplc buses	Purchase fixed route replacement buses				\$2,810,503	\$2,810,503				\$2,810,503
5 ADA para trans rplc buses	Purchase ADA Paratransit replacement buses				\$450,000	\$450,000				\$450,000
Shelters & accessibility Imprv.	Purchase shelters, benches, and accessibility improvements				\$100,000	\$100,000				\$100,000

Total Number of Projects:	PTMISEA Funds by FY				Total	Other Fund Sources			Total Estimated Project Cost	
	Prior	11/12	12/13	13/14		Federal	State	Local		
23	Totals:	\$5,468,852	\$460,337	\$1,529,000	\$3,440,503	\$5,429,840	\$1,972,843	\$22,663	\$92,166	\$12,986,364

Description:
 Each project sponsor shall complete the above table listing each project to be funded with PTMISEA funds. These projects should represent the sponsor's entire share of PTMISEA funds for The total amount in the blue highlighted cell (below) should equal the project sponsor's total PTMISEA appropriation (above).

Shaded areas are pre calculated. Please do not change the formulas.

Sponsor Agency Signature : _____

Date: _____

Caltrans Signature : _____

Date: _____

ADDITIONAL INFORMATION

COMMUTER RAIL AND TRANSIT POLICY COMMITTEE ATTENDANCE RECORD – 2014

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

Communication: Attendance (Additional Information)

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

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

11/16/09

SANBAG Acronym List

2 of 2

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

Communication: Acronym List (Additional Information)

San Bernardino Associated Governments



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