

## Revised Support Material Agenda Item No. 7

### Commuter Rail and Transit Committee Meeting

January 15, 2015

9:00 a.m.

Location:  
SANBAG

First Floor Lobby

1170 W. 3<sup>rd</sup> Street, San Bernardino, California 92410

### Discussion Calendar

#### Transit/Commuter Rail

7. **Memorandum of Understanding No. 15-1001047 with the City of Redlands and Memorandum of Understanding No. 15-1001182 with the City of San Bernardino for the advancement of the Redlands Passenger Rail Project**

That the Commuter Rail and Transit Committee recommend the Board, acting as the San Bernardino County Transportation Commission, authorize the Executive Director to execute the following:

- A. Memorandum of Understanding No. 15-1001047 with the City of Redlands for the implementation of the Redlands Passenger Rail Project.
- B. Memorandum of Understanding No. 15-1001182 with the City of San Bernardino for the implementation of the Redlands Passenger Rail Project. **Justin Fornelli**

*The attached support material has been revised to add signature lines and to include objective #11 to Contract No. 15-1001182.*



## CONTRACT SUMMARY SHEET

Contract No. C 15-1001047 Amendment No. \_\_\_\_\_

By and Between

San Bernardino County Transportation Commission                      and                      City of Redlands

Contract Description MOU for RPRP – Quiet Zone implementation and general coordination

<b>Board of Director's Meeting Date:</b> 2/5/15	
<b>Overview of BOD Action:</b> That the Board authorize the Executive Director execute a MOU with the City of Redlands for the implementation of RPRP.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW					
Original Contract Amount	\$	0.0	Original Contingency Amount	\$	0.0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>		<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	
<b>TOTAL BUDGET AUTHORITY</b> <i>(contract value + contingency)</i>					<b>\$ 0.0</b>

Contract Start Date 2/5/15	Current Contract Expiration Date 12/31/20	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION					
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____. <input type="checkbox"/> A Budget Amendment is required. How are we funding current FY? N/A					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds	
Provide Brief Overview of the <b>Overall</b> Funding for the duration of the Contract: N/A					
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable					

CONTRACT MANAGEMENT INFORMATION	
<b>Check all applicable boxes:</b>	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> 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

**CONTRACT NO. 15-1001047**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION,**  
**AND THE CITY OF REDLANDS,**  
**FOR THE REDLANDS PASSENGER RAIL PROJECT**

This Memorandum of Understanding ("MOU") is made and entered into by and between the San Bernardino County Transportation Commission ("SANBAG"), the City of Redlands ("CITY"). (SANBAG and CITY are each a "Party" and collectively "Parties"). The Effective Date of this AGREEMENT shall be the date upon which SANBAG executes this AGREEMENT.

RECITALS

WHEREAS, SANBAG owns and is responsible for the maintenance on the Redlands Subdivision railroad right-of-way between San Bernardino and Redlands ("ROW"); and

WHEREAS, a portion of the ROW is presently being used for operation of freight trains by the Burlington Northern Santa Fe Railway Company ("BNSF"); and

WHEREAS, SANBAG desires to implement the Redlands Passenger Rail Project ("PROJECT") within and along the ROW; and

WHEREAS, the PROJECT includes improvements located within the ROW ("IMPROVEMENTS") and ancillary facilities such as stations and parking facilities located on property adjoining the ROW ("FACILITIES"); and

WHEREAS, the implementation and operation of the PROJECT is governed by United States Code, Title 49 – TRANSPORTATION SUBTITLE IV – INTERSTATE TRANSPORTATION, PART A – RAIL, CHAPTER 105 – JURISDICTION, Section 10501 – General jurisdiction; and

WHEREAS, the PROJECT is included in the approved SANBAG Measure I 2010-2040 Ten-Year Delivery Plan and the Southern California Association of Governments' Regional Transportation Plan and is eligible to receive funds from the Measure I 2010-2040 San Bernardino Valley Metrolink/Passenger Rail Program; and

WHEREAS, SANBAG and City of Redlands have entered in to an agreement, SANBAG Contract No. 97-026, regarding parking related to the PROJECT at certain stations in the City of Redlands; and

WHEREAS, SANBAG is completing an Environmental Impact Study and Environmental Impact Report ("EIS/EIR") identifying potential impacts of the PROJECT and associated mitigation measures per federal and state guidelines and plans to certify the project and move towards construction and implementation; and

WHEREAS, the implementation of Quiet Zones at specific highway-rail at-grade crossings is listed as one of the preferred mitigation measures in the EIS/EIR; and

WHEREAS, per United States Code, TITLE 49 - TRANSPORTATION SUBTITLE B CHAPTER II PART 222, only the public authority responsible for traffic control or law enforcement at the highway-rail at-grade crossing can implement a Quiet Zone; and

WHEREAS, SANBAG and CITY recognize that coordination of PROJECT utility relocations with CITY is mutually beneficial to both SANBAG and CITY and wish to minimize cost and schedule disruptions of utility relocations; and

WHEREAS, SANBAG has need of and desires to reach an understanding with the CITY in carrying out SANBAG's responsibilities for design, construction, and operation of the PROJECT, specifically to define the scope of CITY'S involvement in the review and approval of design drawings, to establish defined review period time frames, and to acknowledge other necessary steps SANBAG and CITY must follow; and

NOW, THEREFORE, the Parties agree to the following:

RESPONSIBILITIES:

1. The Parties agree that the above referenced RECITALS are true and correct in all respects and shall constitute a substantive part of this Agreement and are incorporated herein by this reference.
2. The PROJECT as described and depicted on Exhibits A and B attached hereto and incorporated herein is located in the Cities of San Bernardino and Redlands.
3. CITY and SANBAG will meet and confer to establish SANBAG's responsibilities for construction and operation of the PROJECT, specifically to define specified time frames for review and approval of design drawings, permits, and to acknowledge other necessary steps SANBAG and CITY must follow for approval of PROJECT FACILITIES and improvements.
4. CITY and SANBAG will identify one or more contact individuals for all PROJECT related matters.

5. SANBAG agrees to design, construct, and maintain at-grade crossing improvements along the PROJECT corridor to be Quiet Zone capable and to prepare all required applications and technical studies needed to implement Quiet Zones along the entire PROJECT corridor.
6. CITY agrees to attend site diagnostic meetings, execute concurrence documents in compliance with CPUC General Order 75 and 88, and file all federally required documentation when construction of all PROJECT grade crossings is substantially complete in order to implement Quiet Zones within its jurisdiction at all crossings included within the scope of the PROJECT.
7. CITY agrees to prepare and process a General Plan Change or similar land use guidance document and discretionary actions as may be required for the closure of crossings as determined by SANBAG, CITY, and the CPUC; and implement parking prohibitions adjacent to all crossings as may be required by the CPUC.
8. CITY and SANBAG will identify and plan for utility relocations and modifications, including streets in a coordinated manner. Specific agreements will be outlined as to which utilities need to be relocated, when they will be relocated, and who will perform the work. CITY and SANBAG recognize the need to perform this work in a timely and cost effective manner.
9. CITY agrees it will invoke its franchise/utility agreements and have its rights under those agreements imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. The CITY will formally inform the utilities of the CITY's intent to exercise its rights and request the relocation of utilities pursuant to the franchise/utility agreements.
10. When possible, CITY and SANBAG will coordinate PROJECT construction schedules with CITY project construction and CITY construction schedules, particularly with respect to utility relocations.
11. SANBAG will provide a mechanism to incorporate such PROJECT "Betterments" as may be requested by the CITY. Betterments are defined as facilities which are not required for the PROJECT or required by city zoning or building regulations and are enhancements to the PROJECT. Cost sharing will be negotiated in good faith on a case-by-case basis.
12. CITY will collaborate with SANBAG to acquire or vacate necessary right-of-way to complete the implementation of the PROJECT based on the PROJECT implementation schedule to be provided by SANBAG.
13. CITY shall execute new grade crossing and utility license agreements, drafted by SANBAG, for each new and existing CITY owned utility, including streets that cross SANBAG's Redlands Branch Corridor right-of-way.

14. CITY will contribute in-kind services to the PROJECT providing at their own costs, but not limited to, all plan reviews, processing, construction permits, and construction inspections.
15. Dispute Resolution. This agreement shall be interpreted in accordance with the laws of the State of California except those issues regulated by the Code of Federal Regulations. Any dispute between the parties shall be resolved as follows:
  - a. The individuals identified in Paragraph 3 hereof shall meet and confer in good faith to resolve the dispute.
  - b. If unresolved the dispute shall be referred to the City Manager of CITY and SANBAG's Executive Director who shall meet and confer in good faith to resolve the dispute. In the event the dispute is still not resolved the dispute shall be referred to the governing bodies of the CITY and SANBAG who shall arrange to meet and confer through committees, representatives, or delegates to resolve the dispute. The decisions of the governing bodies shall be final. The CITY and SANBAG reserve all rights, following completion of the above described process, to seek appropriate relief or remedy.
16. Following completion of the PROJECT, CITY and SANBAG will continue to meet and confer on the common interests of both with respect to the safe operation and maintenance of the passenger rail system and CITY facilities including potential effects on traffic within the project limits in CITY.
17. No Party nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by any other Party under this AGREEMENT. It is understood and agreed that each Party shall fully defend, indemnify and save harmless each other Party, its officers, directors, members, employees, contractors or agents from all claims, liabilities, suits or actions of every name, kind and description brought for or on account of any injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the indemnifying Party under or in connection with any work, authority, action or inaction undertaken under this AGREEMENT by the indemnifying party.
18. This AGREEMENT shall continue in full force and effect through December 31, 2020.
19. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of their respective Parties and that by so executing this AGREEMENT, the Parties hereto are formally bound to this AGREEMENT.
20. Except on subjects preempted by federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All Parties

agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.

21. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
22. This AGREEMENT can be amended with a written amendment when duly authorized and executed by both Parties.
23. In the event of litigation arising from this AGREEMENT, each Party to this AGREEMENT shall bear its own costs, including attorney(s) fees.
24. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
25. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.
26. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

If to SANBAG:

Raymond Wolfe, Executive Director  
1170 West 3<sup>rd</sup> Street, Second Floor  
San Bernardino, CA 92410-1715  
(909) 884-8276

If to City of Redlands:

N. Enrique Martinez, City Manager  
35 Cajon Street, Suite 200  
P.O. Box 3005  
Redlands, CA 92373  
(909) 798-7510

26. Exhibit A (Project Description) and Exhibit B (Project Location Map) is attached to and incorporated into this AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT below.

**SAN BERNARDINO COUNTY  
TRANSPORTATION COMMISSION**

**CITY OF REDLANDS**

By: \_\_\_\_\_  
Raymond Wolfe  
SANBAG Executive Director

By: \_\_\_\_\_  
Paul Foster, Mayor  
City of Redlands

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
By: \_\_\_\_\_  
Sam Irwin, City Clerk

\_\_\_\_\_  
Date: \_\_\_\_\_

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APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Robert D. Herrick  
Asst. SANBAG General Counsel

By: \_\_\_\_\_  
Dan McHugh  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING NO. 15-1001047**

**EXHIBIT A - Project Overview**

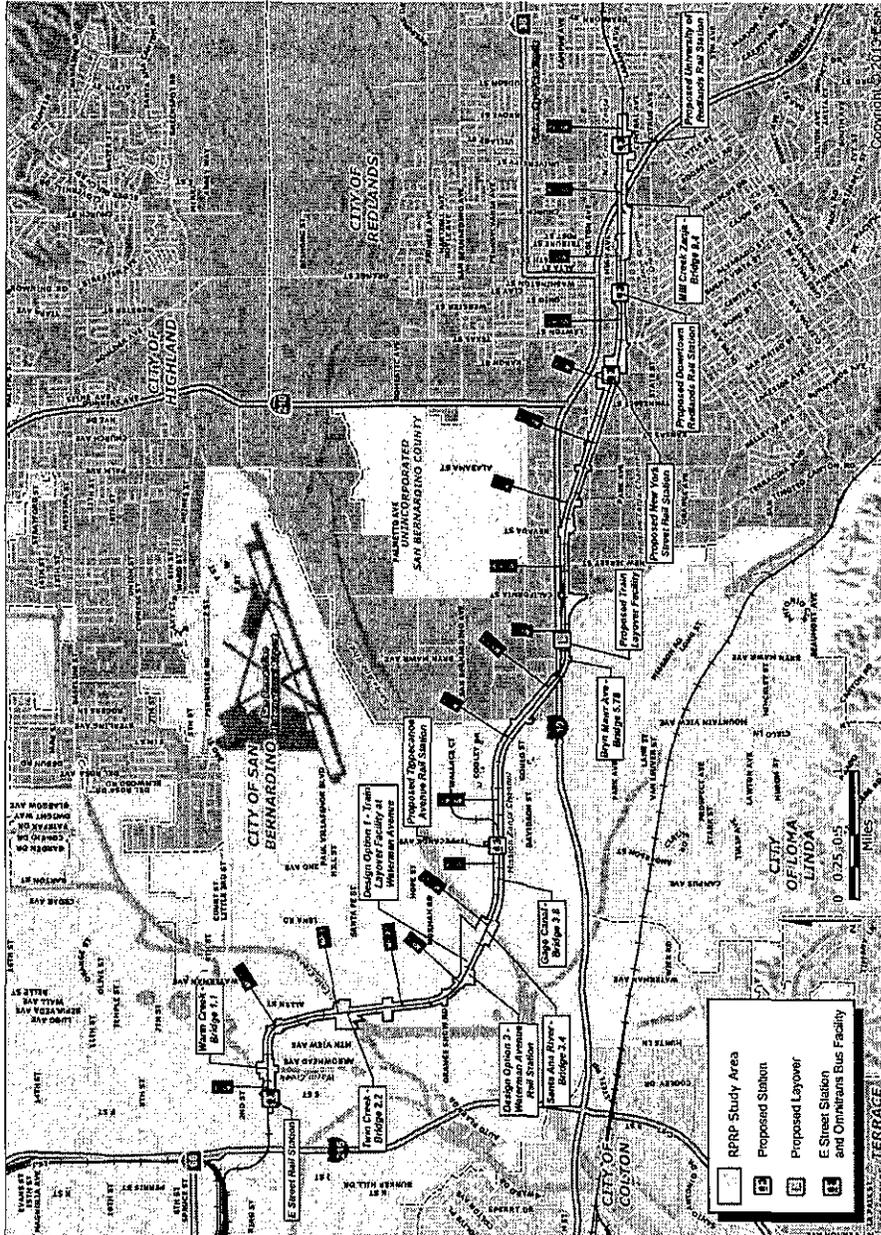
The Redlands Passenger Rail Project (RPRP) encompasses an approximately nine-mile corridor extending east from the City of San Bernardino to the City of Redlands. The project extends along an existing railroad right-of-way owned by SANBAG and commonly referred to as the Redlands Branch or Subdivision.

The project proposes the operation of passenger rail service between E Street in the City of San Bernardino and the University of Redlands, in the City of Redlands. Passenger rail service will be facilitated by up to five station stops. Up to four new station stops will be constructed in conjunction with RPRP. These include possibly one station located at either Tippecanoe Avenue or Waterman Avenue within the City of San Bernardino and New York Street, Orange Street, and University Street within the City of Redlands. The fifth station is being constructed at E Street in San Bernardino as part of the Downtown San Bernardino Passenger Rail Project. SANBAG also proposes the replacement of the existing railroad tracks and ties, reconstruction or rehabilitation of existing bridge structures, potential construction of a new train layover facility, and auxiliary improvements such as at-grade highway crossing and safety enhancements, new parking facilities, and improvements to pedestrian access.

The project is currently considering three vehicle options for operations: two (2) types of diesel-powered locomotives and one (1) type diesel multiple units (DMU). The final vehicle type selected will meet Tier 4 emission requirements. Frequency of these vehicles would be 30 minute headways during AM and PM peak travel times and hour headways during off-peak times traveling between the E Street and University of Redlands Stations. Functionality will be built into the system to allow for Metrolink a limited number of trains.

MEMORANDUM OF UNDERSTANDING NO. 15-1001047

EXHIBIT B - Project Area





## CONTRACT SUMMARY SHEET

Contract No. C 15-1001182 Amendment No. \_\_\_\_\_

By and Between

San Bernardino County Transportation Commission                      and                      City of San Bernardino

Contract Description MOU for RPRP – Quiet Zone implementation and general coordination

<b>Board of Director's Meeting Date:</b> 2/5/15	
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CONTRACT OVERVIEW					
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Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>		<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 0.0</b>

<b>Contract Start Date</b> 2/5/15	<b>Current Contract Expiration Date</b> 12/31/20	<b>Revised Contract Expiration Date</b>
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

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<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____.					
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Provide Brief Overview of the <b>Overall</b> Funding for the duration of the Contract: N/A					
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable					

CONTRACT MANAGEMENT INFORMATION	
<b>Check all applicable boxes:</b>	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> 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

**CONTRACT NO. 15-1001182**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**  
**AND THE CITY OF SAN BERNARDINO**  
**FOR THE REDLANDS PASSENGER RAIL PROJECT**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the San Bernardino County Transportation Commission (“SANBAG”) and the City of San Bernardino (“CITY”). (SANBAG and CITY are each a “Party” and collectively “Parties”). The Effective Date of this AGREEMENT shall be the date upon which SANBAG executes this AGREEMENT.

RECITALS

WHEREAS, SANBAG owns and is responsible for the maintenance on the Redlands Subdivision railroad right-of-way between San Bernardino and Redlands (“ROW”); and

WHEREAS, a portion of the ROW is presently being used for operation of freight trains by the Burlington Northern Santa Fe Railway Company (“BNSF”); and

WHEREAS, SANBAG desires to implement the Redlands Passenger Rail Project (“PROJECT”) within and along the ROW; and

WHEREAS, the PROJECT includes improvements located within the ROW (“IMPROVEMENTS”) and ancillary facilities such as stations and parking facilities located on property adjoining the ROW (“FACILITIES”); and

WHEREAS, the implementation and operation of the PROJECT is governed by United States Code, Title 49 – TRANSPORTATION SUBTITLE IV – INTERSTATE TRANSPORTATION, PART A – RAIL, CHAPTER 105 – JURISDICTION, Section 10501 – General jurisdiction; and

WHEREAS, the PROJECT is included in the approved SANBAG Measure I 2010-2040 Ten-Year Delivery Plan and the Southern California Association of Governments’ Regional Transportation Plan and is eligible to receive funds from the Measure I 2010-2040 San Bernardino Valley Metrolink/Passenger Rail Program; and

WHEREAS, SANBAG and City of Redlands have entered in to an agreement, SANBAG Contract No. 97-026, regarding parking related to the PROJECT at certain stations in the City of Redlands; and

WHEREAS, SANBAG is completing an Environmental Impact Study and Environmental Impact Report ("EIS/EIR") identifying potential impacts of the PROJECT and associated mitigation measures per federal and state guidelines and plans to certify the project and move towards construction and implementation; and

WHEREAS, the implementation of Quiet Zones at specific highway-rail at-grade crossings is listed as one of the preferred mitigation measures in the EIS/EIR; and

WHEREAS, per United States Code, TITLE 49 - TRANSPORTATION SUBTITLE B CHAPTER II PART 222, only the public authority responsible for traffic control or law enforcement at the highway-rail at-grade crossing can implement a Quiet Zone; and

WHEREAS, SANBAG and CITY recognize that coordination of PROJECT utility relocations with CITY is mutually beneficial to both SANBAG and CITY and wish to minimize cost and schedule disruptions of utility relocations; and

WHEREAS, SANBAG has need of and desires to reach an understanding with the CITY in carrying out SANBAG's responsibilities for design, construction, and operation of the PROJECT, specifically to define the scope of CITY'S involvement in the review and approval of design drawings, to establish defined review period time frames, and to acknowledge other necessary steps SANBAG and CITY must follow; and

NOW, THEREFORE, the Parties agree to the following:

RESPONSIBILITIES:

1. The Parties agree that the above referenced RECITALS are true and correct in all respects and shall constitute a substantive part of this Agreement and are incorporated herein by this reference.
2. The PROJECT as described and depicted on Exhibits A and B attached hereto and incorporated herein is located in the Cities of San Bernardino and Redlands.
3. CITY and SANBAG will meet and confer to establish SANBAG's responsibilities for construction and operation of the PROJECT, specifically to define specified time frames for review and approval of design drawings, permits, and to acknowledge other necessary steps SANBAG and CITY must follow for approval of PROJECT FACILITIES and improvements.
4. CITY and SANBAG will identify one or more contact individuals for all PROJECT related matters.

5. SANBAG agrees to design, construct, and maintain at-grade crossing improvements along the PROJECT corridor to be Quiet Zone capable and to prepare all required applications and technical studies needed to implement Quiet Zones along the entire PROJECT corridor.
6. CITY agrees to attend site diagnostic meetings, execute concurrence documents in compliance with CPUC General Order 75 and 88, and file all federally required documentation when construction of all PROJECT grade crossings is substantially complete in order to implement Quiet Zones within its jurisdiction at all crossings included within the scope of the PROJECT.
7. CITY agrees to consider the adoption of certain General Plan Amendments or similar land use guidance document and/or discretionary actions as may be required to reflect the revised traffic circulation system arising from the closure of crossings as determined by SANBAG, CITY, and the CPUC; and to implement parking prohibitions adjacent to crossings as may be required by the CPUC.
8. CITY and SANBAG will identify and plan for utility relocations and modifications, including streets in a coordinated manner. Specific agreements will be outlined as to which utilities need to be relocated, when they will be relocated, and who will perform the relocation work at no cost to the CITY, unless otherwise covered by separate existing agreements. CITY and SANBAG recognize the need to perform this work in a timely and cost effective manner. SANBAG recognizes the need to execute separate water utility relocation agreement(s) with the City of San Bernardino Municipal Water Department (WATER).
9. CITY agrees it will invoke its franchise/utility agreements and have its rights under those agreements imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. The CITY will formally inform the utilities of the CITY's intent to exercise its rights and request the relocation of utilities pursuant to the franchise/utility agreements.
10. When possible, CITY and SANBAG will coordinate PROJECT construction schedules with CITY project construction and CITY construction schedules, particularly with respect to utility relocations.
11. SANBAG and City of San Bernardino Municipal Water Department (WATER) agree to enter into a Agreement(s) prior to construction related to water system facility protection, relocation, or abandonment. WATER shall own and maintain all water facilities located within CITY and/or WATER right-of-way or easements.
12. SANBAG will provide a mechanism to incorporate such PROJECT "Betterments" as may be requested by the CITY and WATER. Betterments are defined as facilities which are not required for the PROJECT or required by city

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zoning or building regulations and are enhancements to the PROJECT. Cost sharing will be negotiated in good faith on a case-by-case basis.

- | ~~12.13.~~ CITY will collaborate with SANBAG to acquire right-of-way needed to complete the implementation of the PROJECT based on the PROJECT implementation schedule to be provided by SANBAG. CITY will also collaborate with SANBAG to pursue vacation of CITY right-of-way that will no longer be needed for public purposes upon completion of the improvements.
- | ~~13.14.~~ CITY shall collaborate with SANBAG on amending existing grade crossing and utility license agreements as necessary to accommodate the project for each existing CITY owned utility and street crossings along SANBAG's Redlands Branch Corridor right-of-way. In addition, CITY shall collaborate with SANBAG on the execution of new grade crossing and/or utility license agreements, drafted by SANBAG, for each new and existing CITY owned utility, including streets that cross SANBAG's Redlands Branch Corridor right-of-way. The terms and conditions for each of the subject license agreements shall be negotiated by both parties in good faith on a case-by-case basis, as soon as pertinent details become available.
- | ~~14.15.~~ **Dispute Resolution.** This agreement shall be interpreted in accordance with the laws of the State of California except those issues regulated by the Code of Federal Regulations. Any dispute between the parties shall be resolved as follows:
  - a. The individuals identified in Paragraph 3 hereof shall meet and confer in good faith to resolve the dispute.
  - b. If unresolved the dispute shall be referred to the City Manager of CITY and SANBAG's Executive Director who shall meet and confer in good faith to resolve the dispute. In the event the dispute is still not resolved the dispute shall be referred to the governing bodies of the CITY and SANBAG who shall arrange to meet and confer through committees, representatives, or delegates to resolve the dispute. The decisions of the governing bodies shall be final. The CITY and SANBAG reserve all rights, following completion of the above described process, to seek appropriate relief or remedy.
- | ~~15.16.~~ Following completion of the PROJECT, CITY and SANBAG will continue to meet and confer on the common interests of both with respect to the safe operation and maintenance of the passenger rail system and CITY facilities including potential effects on traffic within the project limits in CITY.
- | ~~16.17.~~ No Party nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by any other Party under this AGREEMENT. It is understood and agreed that each Party shall fully defend, indemnify and save harmless each other Party, its officers, directors, members, employees, contractors or agents from all claims, liabilities, suits or actions of every name, kind and description brought for or

on account of any injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the indemnifying Party under or in connection with any work, authority, action or inaction undertaken under this AGREEMENT by the indemnifying party.

- | ~~17-18.~~ This AGREEMENT shall continue in full force and effect through December 31, 2020.
- | ~~18-19.~~ All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of their respective Parties and that by so executing this AGREEMENT, the Parties hereto are formally bound to this AGREEMENT.
- | ~~19-20.~~ Except on subjects preempted by federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
- | ~~20-21.~~ If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- | ~~21-22.~~ This AGREEMENT can be amended with a written amendment when duly authorized and executed by both Parties.
- | ~~22-23.~~ In the event of litigation arising from this AGREEMENT, each Party to this AGREEMENT shall bear its own costs, including attorney(s) fees.
- | ~~23-24.~~ This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- | ~~24-25.~~ Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.
- | ~~25-26.~~ Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

Contract No. 15-1001182

If to SANBAG:

Raymond Wolfe, Executive Director  
1170 West 3<sup>rd</sup> Street, Second Floor  
San Bernardino, CA 92410-1715  
(909) 884-8276

If to City of San Bernardino:

Allen Parker, City Manager  
300 N. "D" Street, 6<sup>th</sup> Floor  
San Bernardino, CA 92418  
(909) 384-5122

- 26. Exhibit A (Project Description) and Exhibit B (Project Location Map) is attached to and incorporated into this AGREEMENT.

SIGNATURES ON FOLLOWING PAGE:

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT below.

**SAN BERNARDINO COUNTY**  
**TRANSPORTATION COMMISSION**

**CITY OF SAN BERNARDINO**

By: \_\_\_\_\_  
Raymond Wolfe  
SANBAG Executive Director

By: \_\_\_\_\_  
Allen Parker  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Robert D. Herrick  
Asst. SANBAG General Counsel

By: \_\_\_\_\_  
Gary D. Saenz  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF SAN BERNARDINO**  
**MUNICIPAL WATER DEPARTMENT**

By: \_\_\_\_\_  
Stacey R. Aldstadt  
General Manager

Date: \_\_\_\_\_

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**MEMORANDUM OF UNDERSTANDING NO. 15-1001182**

**EXHIBIT A - Project Overview**

The Redlands Passenger Rail Project (RPRP) encompasses an approximately nine-mile corridor extending east from the City of San Bernardino to the City of Redlands. The project extends along an existing railroad right-of-way owned by SANBAG and commonly referred to as the Redlands Branch or Subdivision.

The project proposes the operation of passenger rail service between E Street in the City of San Bernardino and the University of Redlands, in the City of Redlands. Passenger rail service will be facilitated by up to five station stops. Up to four new station stops will be constructed in conjunction with RPRP. These include possibly one station located at either Tippecanoe Avenue or Waterman Avenue within the City of San Bernardino and New York Street, Orange Street, and University Street within the City of Redlands. The fifth station is being constructed at E Street in San Bernardino as part of the Downtown San Bernardino Passenger Rail Project. SANBAG also proposes the replacement of the existing railroad tracks and ties, reconstruction or rehabilitation of existing bridge structures, potential construction of a new train layover facility, and auxiliary improvements such as at-grade highway crossing and safety enhancements, new parking facilities, and improvements to pedestrian access.

The project is currently considering three vehicle options for operations: two (2) types of diesel-powered locomotives and one (1) type diesel multiple units (DMU). The final vehicle type selected will meet Tier 4 emission requirements. Frequency of these vehicles would be 30 minute headways during AM and PM peak travel times and hour headways during off-peak times traveling between the E Street and University of Redlands Stations. Functionality will be built into the system to allow for Metrolink a limited number of trains.



