



**San Bernardino Associated Governments**

1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA 92410  
Phone: (909) 884-8276 Fax: (909) 885-4407  
Web: [www.sanbag.ca.gov](http://www.sanbag.ca.gov)



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

**AGENDA**  
**Transit Committee Meeting**

**September 15, 2016**

**9:00 AM**

**Location**

**SANBAG**

*First Floor Lobby*

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

***Transit Committee Membership***

**Chair**

Supervisor James Ramos  
County of San Bernardino

Mayor L. Dennis Michael  
City of Rancho Cucamonga

**Vice Chair**

Mayor Pro Tem Bill Jahn  
City of Big Bear Lake

Mayor Pro Tem Jon Harrison  
City of Redlands

Supervisor Robert Lovingood  
County of San Bernardino

Mayor Deborah Robertson  
City of Rialto

Mayor Larry McCallon  
City of Highland

Mayor Ray Musser  
City of Upland

Mayor Paul Eaton  
City of Montclair

Council Member Richard Riddell  
City of Yucaipa

Council Member Alan Wapner  
City of Ontario

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

**AGENDA**

**Transit Committee Meeting**

**September 15, 2016**

**9:00 AM**

**Location**

**SANBAG Office**

**First Floor Lobby**

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

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional *“Meeting Procedures”* and agenda explanations are attached to the end of this agenda.

**CALL TO ORDER**

(Meeting Chaired by James Ramos)

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

**Possible Conflict of Interest Issues**

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

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

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

**This item is prepared monthly for review by 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 Members.

## **Consent - Transit/Rail**

- 2. Construction Contract Change Orders to on-going SANBAG Construction Contract with Shimmick Construction Company, Inc.**

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Receive and File Change Orders.

**Presenter: Carrie Schindler**

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

## **DISCUSSION ITEMS**

### **Discussion - Transit/Rail**

- 3. Upland Surplus Property Update and Revised Resolution**

Pg. 15

That the Transit Committee recommend the Board acting as the San Bernardino County Transportation Commission adopt Resolution No. 17-008 which declares certain Upland properties as surplus, authorizes the sale of the properties, and repeals the previously approved Resolution No. 16-035.

**Presenter: Theresa Armistead**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed and approved Resolution No. 17-008.**

- 4. Memorandum of Understanding with City of San Bernardino for Shortway Subdivision Quiet Zones**

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That the Transit Committee recommend the Board acting as the San Bernardino County Transportation Commission, authorize the Executive Director or his designee to execute Memorandum of Understanding No. 17-1001586 with the City of San Bernardino for the establishment of a Quiet Zone on the Shortway Subdivision.

**Presenter: Justin Fornelli**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft MOU.**

- 5. Downtown San Bernardino Passenger Rail Project Construction Contingency Increase**

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That the Transit Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission, approve an increase in contingency for the Downtown San Bernardino Passenger Rail Project in the amount of \$2,981,464 for activities related to Contract No. C14001 with Shimmick Construction Company, Inc., to be funded with Valley Local Transportation Funds.

**Presenter: Victor Lopez**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Procurement Manager have reviewed this item.**

**6. Downtown San Bernardino Passenger Rail Project Memorandum of Agreement (Noise Abatement)**

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That the Transit Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission:

A. Authorize the Executive Director or his designee to execute the Memorandum of Agreement (Noise Abatement), Contract No. 17-1001591 with Varp, Inc., providing funding for noise mitigation improvements as required by the Mitigation Monitoring and Reporting Program for the Downtown San Bernardino Passenger Rail Project, for a not-to-exceed amount of \$25,000.00, subject to approval as to form by SANBAG legal counsel.

B. Approve a Fiscal Year 2016/2017 budget amendment to increase Task Transit Capital No. 0315, Sub-Task No. 0323 Downtown San Bernardino Passenger Rail Project in the amount of \$25,000.00 to be funded by Local Transportation Funds-Rail.

**Presenter: Victor Lopez**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Procurement Manager have reviewed this item and the agreement.**

**7. Project Development Cooperative Agreement with County Transit Operators**

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That the Transit Committee recommend the San Bernardino County Transportation Authority (SBCTA), approve the use of the attached templates for SBCTA to provide project development and construction management services for delivery of capital projects, real estate services, and transit related studies for Mountain Area Regional Transit Authority, Victor Valley Transit Authority and Morongo Basin Transit Authority.

**Presenter: Carrie Schindler**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed this item and the templates.**

**8. Cooperative Agreement with Mountain Area Regional Transit Authority for Maintenance Facility Study**

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That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority, approve Cooperative Agreement No. 17-1001581 with the Mountain Area Regional Transit Authority to provide project development services for delivery of the Mountain Transit Facility Upgrade Study.

**Presenter: Carrie Schindler**

**This item is not scheduled for review by any other policy committee or technical advisory committee. The template cooperative agreement used for Contract No. 17-1001581 was reviewed and approved by SANBAG General Counsel.**

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

### **9. California Transit Security Grant Program Applications**

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That the Transit Committee recommend the Board:

A. Rescind the SANBAG Board of Directors' prior authorization to submit the Fiscal Year 2014/2015 California Transit Security Grant Program Grant Application for the Southern California Regional Rail Authority Passenger Car Refurbishment Project.

B. Authorize staff to submit a Modification Request to the California Office of Emergency Services for the Fiscal Year 2013/2014 California Transit Security Grant Program Grant, transferring \$154,560 from the Southern California Regional Rail Authority Passenger Car Refurbishment Project to the Redlands Passenger Rail Project.

C. Authorize staff to submit the Fiscal Year 2014/2015, Fiscal Year 2015/2016, and Fiscal Year 2016/2017 California Transit Security Grant Program Grant Applications for an amount up to \$5,256,993 for the Redlands Passenger Rail Project.

D. Acting in its capacity as the San Bernardino County Transportation Commission, adopt Resolution No. 17-005 authorizing the Executive Director and/or his designee to execute such documentation and take such actions as necessary for the Commission to obtain California Transit Security Grant Program Funds and comply with the terms of the California Transit Security Grant Program administered by the California Office of Emergency Services.

**Presenter: Vanessa Jezik**

**This item is not scheduled for review by any other policy committee or technical advisory committee. This item and the draft resolution were reviewed by SANBAG General Counsel.**

### **Comments from Board Members**

Brief comments from Board Members

### **Public Comment**

Brief comments from the General Public

## **ADJOURNMENT**

### **Additional Information**

Attendance

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SANBAG Entities

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Acronym List

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Mission Statement

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**The next Transit Committee Meeting will be October 13, 2016**

## 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. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

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

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

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a “Request to Speak” form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Members of the public requesting information be distributed to the Board of Directors must provide 40 copies of such information in advance of the meeting, except for noticed public hearings. Information provided as public testimony is not read into the record by the Clerk.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

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

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

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

**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 or she would like to amend his or her motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is voted upon first, and if it fails, then the original motion is considered.
- Occasionally, a motion dies for lack of a second.



**Call for the Question.**

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

**The Chair.**

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances 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.

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

- 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:*** September 15, 2016

***Subject:***  
 Information Relative to Possible Conflict of Interest

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

***Background:***  
 In accordance with California Government Code 84308, members of the 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:

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
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.

## Transit Committee Agenda Item

September 15, 2016

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5	C14001	Shimmick Construction Company Inc. Paul Camaur	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.
6	17-1001591	Varp, Inc <i>Bobby Cope</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:**

Carrie Schindler, Director of Transit and Rail

Approved  
Transit Committee  
Date: September 15, 2016

Witnessed By:

- 
- 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: 2

**Date:** *September 15, 2016*

**Subject:**

Construction Contract Change Orders to on-going SANBAG Construction Contract with Shimmick Construction Company, Inc.

**Recommendation:**

Receive and File Change Orders.

**Background:**

Contract Number C14001 with Shimmick Construction Company, Inc. for construction of the Downtown San Bernardino Passenger Rail Project had one Construction Change Order approved since the last report to the Transit Committee: CCO No. 14 (\$492,278.90 credit for removal of lighted pylon; credit for removal of viewing gazebo; cost to run utilities for future vendor storage area).

**Financial Impact:**

This item is consistent with the SANBAG Fiscal Year 2016/2017 Budget.

**Reviewed By:**

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

**Responsible Staff:**

Carrie Schindler, Director of Transit and Rail

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Approved  
Transit Committee  
Date: September 15, 2016

Witnessed By:

*Entity: CTC*

## Rail and Transit Construction Contracts

<b>Downtown San Bernardino Passenger Rail Project (C14001)</b>		
<b>Executed Change Orders</b>		
Number	Description	Amount
1	Replace Signals Mast at Depot for Tracks P5 and P6, (CN 5-\$60,761), Remove and Dispose of Debris (CN 6-\$27,000).	\$87,761.00
2	Build Temporary Mini-High (CN 4.1-\$81,320), Removal of Property Owner Debris (CN 6.1-\$52,000). Install Temp Fence adjacent to San Bernardino Transit Center (CN 12-\$5,000).	\$138,320.00
3	Reconstruct CMU block wall trash enclosure at the San Manuel stadium (CN 010-\$34,950), Additional tree removal along railroad right-of-way (CN 16-\$18,000); Relocate equipment and materials at the San Bernardino Transit Center parking lot (CN 17-\$40,000); Construction of temporary platform at Santa Fe Depot (CN 18-\$40,000).	\$132,950.00
4	Additional electrical work for power pedestal, rail lubricator and signal house (CN 2-\$45,179.50). Additional miscellaneous electrical work (CN 14-\$26,476.62).	\$71,656.12
5	Adjustments to the various allowance bid items (CN 26-\$208,142.57).	\$208,142.57
6	Modify various storm drain structures (CN 8-\$89,381). Installation additional parking lot light poles at the Southern California Gas Company parking lot (CN 14.01-\$3,229.87). Increase gauge rubber on crossing panels (CN 21-\$4,102.13).	\$96,713.00
7	Installation of infrastructure for electric vehicle charging stations (CN 7.2-\$24,000). Installation of water line bypass at G St (CN 28-\$84,000).	\$108,000.00
8	Adjustments to the various allowance bid items (CN 26-\$208,142.57).	\$207,000.00
9	Adjustments to allowance bid item 006-Railroad Flagging (CN 35-\$121,000.00).	\$121,000.00
10	Adjustments to allowance bid item 002-Unforeseen Utilities (CN 36-\$200,000.00).	\$200,000.00
11	Extension to the contract period of performance and adjustment to bid item 003 for the construction daily overhead cost (CN 030- \$486,000).	\$486,000.00
12	Modifications to signing and striping plans (CN 23.1-\$5,880). Property and conform adjustment (CN 39-\$70,000).	\$75,880.00
13	Modifications to SBTC Platform C south wall (CN 41-\$58,000).	\$58,050.00

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

## Rail and Transit Construction Contracts

<b>Downtown San Bernardino Passenger Rail Project (C14001)</b>		
<b>Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
14	Improvements for future building and removal of viewing platform gazebo (CN 9-\$56,850 credit). Removal of Lighted Pylon (CN 13-\$435,428.90 credit).	(\$492,278.90)
<b>CCO TOTAL</b>		<b>\$1,499,193.79</b>
<b>APPROVED CONTINGENCY</b>		<b>\$2,981,464.00</b>
<b>REMAINING CONTINGENCY</b>		<b>\$1,482,270.21</b>

Attachment: Rail and Transit CCOs Matrix\_Attachment-For Committee Mtg (3038 : Construction Contracts-CCOs)

**Bold-**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:** *September 15, 2016*

**Subject:**

Upland Surplus Property Update and Revised Resolution

**Recommendation:**

That the Transit Committee recommend the Board acting as the San Bernardino County Transportation Commission adopt Resolution No. 17-008 which declares certain Upland properties as surplus, authorizes the sale of the properties, and repeals the previously approved Resolution No. 16-035.

**Background:**

On April 6, 2016, the Board approved the sale of surplus properties located in the City of Upland and Resolution No. 16-035 declaring Assessor Parcel Number (APN) 1046-605-01 and APNs 1046-605-02, and -03 surplus. In April 2016, the Board also authorized the execution of an agreement with County Real Estate Service Department (RESO) for RESO to assist SANBAG in the sale of the surplus properties. After initial discussion with RESO staff, and prior to approval of the agreement by the County Board of Supervisors, it was determined by the County that RESO would no longer provide its services to outside 3<sup>rd</sup> party public agencies due to RESO workload and the need to focus on serving the real estate needs of the County. This change impacted several factors pertinent to the sale. Under SANBAG's legal counsel guidance and interpretation of the regulations, staff is now recommending the adoption of an alternative auction process and is requesting an extension of the schedule to sell the properties. SANBAG staff is working with our on-call property management consultant, Epic Land Solutions, Inc., to conduct the sale.

The alternative process allows for acceptance of sealed bids without the requirement for oral bids and reduces the required deposit from 10% to 5%. Further, the proposed Resolution No. 17-008 identifies that all bids require submission of proof of financial capacity to purchase the property, that the successful bidder will be required to enter a purchase and sale agreement within thirty (30) days following the bid auction, and that the purchase is to be paid in cash through escrow. The proposed Resolution No. 17-008 also changes the bid date from October 18, 2016, to December 15, 2016, partly due to the need for a revised resolution but also to allow potential buyers more time to review the property including a scheduled site visit and to submit questions.

As identified in the original Resolution No. 16-035, staff will continue to adhere to Government Code Section 54220 which requires certain public agencies be notified that the property is available for purchase and that they have 60 days to notify SANBAG if they intend to purchase

*Entity: CTC*

the property. SANBAG will send notice to the appropriate public agencies on August 26, 2016. The 60 day notice period expires on October 26, 2016. Lastly, since the adoption of the original Resolution No. 16-035, an environmental Phase 2 study was completed by Eco & Associates that concluded no additional investigation is warranted.

***Financial Impact:***

This item is consistent with the SANBAG Fiscal Year 2016/2017 Budget.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed and approved Resolution No. 17-008.

***Responsible Staff:***

Theresa Armistead, Management Analyst II

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Approved  
Transit Committee  
Date: September 15, 2016  
Witnessed By:



**RESOLUTION NO. 17-008****RESOLUTION OF THE SAN BERNARDINO COUNTY  
TRANSPORTATION COMMISSION DECLARING PROPERTY  
SURPLUS AND AUTHORIZING ITS SALE**

WHEREAS, the San Bernardino Associated Governments was designated by California state law as the San Bernardino County Transportation Commission (Commission); and

WHEREAS, the following property was acquired by the Commission for public purposes and is no longer necessary to be retained for the uses and purposes of the Commission:

Property #1: SEC Stowell Street & 2<sup>nd</sup> Avenue, Upland – APN 1046-605-01 – 1.18 acres  
 Property #2: 120 S. Euclid Street, Upland – APNs 1046-605-02, -03 – 1.2 acres  
 (collectively the Upland Surplus Properties); and

WHEREAS, in 1992, the Commission adopted its Policy No. 10300, thereby voluntarily adopting the procedures for sale of surplus property by public auction applicable to county governments under Sections 25363 and 25526 of the California Government Code, which would not otherwise be applicable to the Commission; and

WHEREAS, on April 6, 2016, the Commission adopted Resolution No. 16-035, which set out a process which can no longer be complied with, and Commission now desires to repeal said Resolution.

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

1. Resolution No. 16-035 is repealed.
2. Applicability of Policy No. 10300 to the sale of the Upland Surplus Properties is waived.
3. The Commission declares the Upland Surplus Properties to be surplus, and further declares its intention to sell, exchange, or convey said parcels by public auction pursuant to applicable law and the procedures authorized in this resolution.
4. The Commission declares that any public auction shall be conducted in accordance with the terms set forth below:

<u>PUBLIC AUCTION</u>	<u>APPRAISED VALUE*</u>	<u>MINIMUM DEPOSIT</u>
Property #1	\$1,520,000.00	\$76,000.00
Property #2	\$1,670,000.00	\$83,500.00

\* Date of Value 12/16/2015

MINIMUM ACCEPTABLE TERMS:

- a. All bids will require a minimum deposit of 5% of the appraised value or bid amount, whichever is higher, in the form of a cashier's or certified check, payable to the "San Bernardino County Transportation Commission".
  - b. All bids will require submission of proof of financial capacity to purchase and develop the property.
  - c. The successful bidder will be required to enter into a purchase and sale agreement provided by the Commission within thirty (30) days following the bid auction.
  - d. Sealed bids are to be made by sending the minimum bid deposit and offer to: San Bernardino Associated Governments, 1170 W. 3<sup>rd</sup> St., 2<sup>nd</sup> Floor, San Bernardino CA 92410; Attention: Transit Department (TA), no later than **Thursday, December 15, 2016 at 2:00 p.m.**
  - e. Final acceptance of any bid will be subject to Commission approval. The Commission reserves the right to reject any and all bids and may withdraw the property from sale.
  - f. Deposits made by the unsuccessful bidders will be returned via mail along with written notification of non-selection.
5. Commission staff is authorized and directed to give all notices and take all actions on behalf of the Commission necessary or advisable to assure that all applicable laws and regulations governing the sale of surplus property are complied with, including but not limited to, Sections 54220 et seq. of the California Government Code.
  6. This resolution is effective upon its adoption.

///

Adopted by the San Bernardino County Transportation Commission on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Robert Lovingood, Board President  
San Bernardino County Transportation Commission

ATTEST:

\_\_\_\_\_  
Vicki Watson,  
Clerk of the Commission

## *Minute Action*

AGENDA ITEM: 4

**Date:** *September 15, 2016*

**Subject:**

Memorandum of Understanding with City of San Bernardino for Shortway Subdivision Quiet Zones

**Recommendation:**

That the Transit Committee recommend the Board acting as the San Bernardino County Transportation Commission, authorize the Executive Director or his designee to execute Memorandum of Understanding No. 17-1001586 with the City of San Bernardino for the establishment of a Quiet Zone on the Shortway Subdivision.

**Background:**

The Metrolink Eastern Maintenance Facility (EMF), located in the City of Colton and accessed by rail via the Shortway Subdivision, was originally constructed by the Southern California Regional Rail Authority (SCRRA) in 2009 to service commuter trains running along Metrolink's San Bernardino and Inland Empire – Orange County (IEOC) Lines. SCRRA's use of the EMF as a maintenance facility was limited due to the existing Inland Empire Maintenance Facility (IEMF), located just east of the San Bernardino Metrolink Station/Santa Fe Depot (Depot) and due to the amount of available storage tracks surrounding the Depot.

This operating scenario changed when the San Bernardino County Transportation Authority (SANBAG), began implementation of the Downtown San Bernardino Passenger Rail Project (DSBPRP), which extends Metrolink passenger rail service approximately one mile east from its current terminus at the Depot to the San Bernardino Transit Center near the intersection of Rialto Avenue and E Street in the City of San Bernardino. As part of the DSBPRP, SANBAG completed an expansion of the EMF to facilitate its full use as a maintenance and train storage facility since the DSBPRP required the relocation of Metrolink layover and maintenance functions at the Depot and the adjacent IEMF.

Prior to the implementation of the DSBPRP, there were 8 weekday revenue-service Metrolink IEOC Line trains traversing the Shortway Subdivision on their route between the Depot and Orange County. As part of the DSBPRP, the number of trains traversing the Shortway Subdivision has increased to a total of at least 24 train movements per weekday, including both deadhead and revenue trains.

Based on the increase in train movements on the Shortway Subdivision, SANBAG identified a need for the implementation of Quiet Zones at the two at-grade crossings along the Shortway Subdivision at Rialto Avenue and Walnut Street. At a Quiet Zone, the railroad has been directed to cease the routine sounding of train horns when approaching the at-grade crossing, however in emergencies the train horn can still be used at the discretion of the operating engineer. Quiet

*Entity: CTC*

Zones are implemented by constructing safety enhancements at the crossings and per Federal Railroad Administration (FRA) requirements, as detailed in Title 49 Code of Federal Regulation (CFR) Part 222, must be applied for by the public authority responsible for the traffic control or law enforcement at the at-grade crossing. At the Rialto Avenue and Walnut Street at-grade crossings this is the responsibility of the City of San Bernardino.

SANBAG is finalizing the design of improvements at both crossings. At Rialto Avenue these improvements include the installation of constant warning circuitry, new vehicular and pedestrian gates and flashers, and pedestrian channelization. Due to significant right-of-way acquisitions that would be required, no signal improvements will be installed at the Walnut Street at-grade crossing other than the installation of constant warning circuitry. Since no enhancements are occurring at the Walnut Street at-grade crossing, the City will be required to periodically renew the Quiet Zone with the FRA in accordance with FRA Title 49 CFR Section 222.47(b). The renewal period is every 2.5 - 3 years.

Memorandum No. 17-1001586, defines the roles and responsibilities between SANBAG and the City of San Bernardino for the implementation and renewal of a Quiet Zone along the Shortway Subdivision at the Rialto Avenue and Walnut Street at-grade crossings.

***Financial Impact:***

There is no financial impact associated with this item. The design and construction of enhancements to the at-grade crossings are included within SANBAG's Fiscal Year 2016/2017 Budget.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft MOU.

***Responsible Staff:***

Justin Fornelli, Chief of Transit and Rail Programs

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Approved  
 Transit Committee  
 Date: September 15, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 17-1001586 Amendment No.: 0 Vendor No.: 01901
Vendor/Customer Name: City of San Bernardino Sole Source? Yes No
Description: MOU - Shortway Quiet Zone
Start Date: 10/05/2016 Expiration Date: 12/31/2017 Revised Expiration Date:
Has Contract Term Been Amended? No Yes - Please Explain
List Any Related Contracts Nos.:

Table with 4 columns: Dollar Amount, Original Contract, Revised Contract, Current Amendment, TOTAL CONTRACT VALUE, Original Contingency, Revised Contingency, Contingency Amendment, TOTAL CONTINGENCY VALUE, TOTAL DOLLAR AUTHORITY.

Contract Authorization

Executive Director Date:
Executive Director Action:
Board of Directors Date: 10/05/2016
Board of Directors Action: Approve MOU

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: Capital PAA Other
Retention: % Maximum Retention: \$
Services: Construction Intragnt/MOU/COOP A & E Services Other Professional Services
Disadvantaged Business Enterprise (DBE) Goal %

Contract Management: Receivable

E-76 and/or CTC Date (Attach Copy) Program Supplement No.:
Finance Letter Reversion Date: EA No.:

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Justin Fornelli / \$0 MOU

Attachment: CSS [Revision 1] (2971 : Memorandum of Understanding with City of San Bernardino for Shortway Subdivision Quiet Zones)

**MEMORANDUM OF UNDERSTANDING NO. 17-1001586**

**BETWEEN THE**

**SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**

**AND THE CITY OF SAN BERNARDINO**

**FOR THE IMPLEMENTATION OF A QUIET ZONE ON THE SHORTWAY  
SUBDIVISION**

This Memorandum of Understanding (“AGREEMENT”) 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 the Shortway Subdivision railroad right-of-way between Mile Post 0.9 and Mile Post 2.2 within the Cities of San Bernardino and Colton (“ROW”); and

WHEREAS, SANBAG has delegated operating and maintenance responsibilities of the ROW to the Southern California Regional Railroad Authority (“SCRRA”) who operates the Metrolink commuter rail service; and

WHEREAS, Metrolink commuter rail operations have increased from 8 train-set trips to at least 24 train-set trips per weekday within and along the ROW; and

WHEREAS, due to the increase in train volume and the associated increase in frequency of train horns, SANBAG will construct civil and signal improvements at the existing at-grade crossing at Rialto Avenue and will construct constant warning circuitry improvements at the existing at-grade crossing at Walnut Street, within the City of San Bernardino, that would meet the Federal Railroad Administration (“FRA”) requirements for the establishment of a Quiet Zone (“PROJECT”); and

WHEREAS, the establishment of a Quiet Zone is governed by the FRA under 49 CFR Part 222 Use of Locomotive Horns at Public Highway - Rail Grade Crossings, and 49 CFR 229 Railroad Locomotive Safety Standards; and

WHEREAS, per FRA guidelines, only the public authority responsible for traffic control or law enforcement at the highway-rail at-grade crossing can implement a Quiet Zone; and

## Memorandum of Understanding No. 17-1001586

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

WHEREAS, SANBAG has need of and desires to reach an understanding with the CITY in carrying out SANBAG's responsibilities for design, construction, maintenance 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 to implement the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

ARTICLE 1: TERMS & CONDITIONS

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. This Agreement supersedes any and all prior oral or written agreements with respect to the PROJECT.
2. The PROJECT, as described and depicted in Exhibits A and B attached hereto and incorporated herein, is located in the City of San Bernardino.
3. CITY and SANBAG will establish SANBAG's and CITY's responsibilities for construction, maintenance and operation of the PROJECT, specifically to define specified time frames for review and approval of design drawings and permits, and to acknowledge other necessary steps SANBAG and CITY must follow for approval of PROJECT and improvements.
4. When possible, CITY and SANBAG will coordinate PROJECT construction schedules with CITY construction schedules, particularly with respect to utility relocations.
5. 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. 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.
6. CITY and SANBAG will identify and plan for utility relocations and modifications 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 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.



## Memorandum of Understanding No. 17-1001586

7. SANBAG will provide a mechanism to incorporate such PROJECT “Betterments” as may be requested by the CITY. Betterments are defined as facilities, improvements or enhancements which are not required for the PROJECT or required by CITY zoning or building regulations and are enhancements to the PROJECT. CITY will pay SANBAG for the entire cost of any CITY-requested betterments. Costs will be negotiated in good faith on a case-by-case basis.
8. CITY shall collaborate with SANBAG on amending existing grade crossing and utility license agreements as necessary to accommodate the PROJECT.
9. Following completion of the PROJECT, CITY and SANBAG will continue to meet as needed 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.

ARTICLE 2: RESPONSIBILITIES OF SANBAG

1. SANBAG will identify one or more contact individuals for all PROJECT related matters.
2. SANBAG agrees to design and construct the PROJECT to make it Quiet Zone ready, and to assist CITY in completing all required applications and technical studies needed to implement a Quiet Zone for the PROJECT, as depicted in Exhibit C.
3. SANBAG agrees to submit to the CITY the 60%, 90%, and 100% plans, specifications, and estimate packages for review and comment and provide a timely written response to any comments formally received from the CITY.

ARTICLE 3: RESPONSIBILITIES OF CITY

CITY agrees to the following responsibilities:

1. Designate a project manager to be the point of contact between the Parties and to coordinate with SANBAG on the design, construction, and implementation of the PROJECT.
2. Enter into a maintenance agreement with SCRRA for the highway-rail at-grade crossings at Rialto Avenue and Walnut Street.
3. Attend site diagnostic meetings and execute concurrence documents in compliance with CPUC General Orders 75-D and 88-B. The CITY will file all federally required documentation, as depicted in Exhibit C, within the time frame prescribed in 49 CFR 222.39, in order to establish a Quiet Zone within its jurisdiction at all crossings included within the scope of the PROJECT.

## Memorandum of Understanding No. 17-1001586

4. Periodically renew the Quiet Zone with the FRA in accordance with Title 49 Code of Federal Regulation (CFR) Section 222.47(b). The renewal period is every 2.5 - 3 years. A sample renewal letter is depicted in Exhibit D.
5. 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.
6. 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.
7. Review the 60%, 90%, and 100% plans, specifications, and estimate, and provide written comments within ten (10) business days after receiving the documents.

ARTICLE 4: INDEMNIFICATION

1. Neither CITY 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 SANBAG and under or in connection with any work, authority or jurisdiction delegated to SANBAG under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless CITY, its officers, directors, employees, contractors and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this AGREEMENT.
2. Neither SANBAG 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 CITY and under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its affiliated entities, members, officers, directors, employees, contractors and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT.

ARTICLE 5: ADDITIONAL PROVISIONS

## Memorandum of Understanding No. 17-1001586

1. 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. Representatives of the CITY and SANBAG 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.
2. The agreement, approval or consent of CITY and/or SANBAG, wherever required under this Memorandum of Understanding, shall mean the agreement, approval or consent of CITY's City Manager and/or SANBAG's Executive Director, respectively, unless otherwise specified, without need for further action by the Parties' governing boards.
3. This AGREEMENT shall continue in full force and effect through December 31, 2017, unless terminated earlier, or extended, by mutual written consent by both Parties.
4. All Parties hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said Parties and that by so executing this AGREEMENT, the Parties hereto are formally bound to this AGREEMENT.
5. 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.
6. 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.
7. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized to be executed by both Parties.
8. In the event of litigation arising from this AGREEMENT, each Party to this AGREEMENT shall bear its own costs, including attorney(s) fees.

## Memorandum of Understanding No. 17-1001586

9. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
10. 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.
11. 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 San Bernardino: Mark Scott, City Manager  
300 N. "D" Street, 6<sup>th</sup> Floor  
San Bernardino, CA 92418  
(909) 384-5122

12. Exhibit A (Project Overview), Exhibit B (Project Location Map), Exhibit C (Sample Notice of Intent Application), and Exhibit D (Sample Quiet Zone Renewal Letter) is attached to and incorporated into this AGREEMENT.
13. This Agreement may be terminated at any time upon thirty (30) days written notice by either party.

**SIGNATURES ON FOLLOWING PAGE:**

Memorandum of Understanding No. 17-1001586

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: \_\_\_\_\_  
Mark Scott  
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: \_\_\_\_\_

Attachment: Shortway QZ MOU 08 01 16 [Revision 5] (2971 : Memorandum of Understanding with City of San Bernardino for Shortway

### EXHIBIT A - Project Overview

The Metrolink Eastern Maintenance Facility (EMF), located in the City of Colton and accessed by rail via the Shortway Subdivision, was originally constructed by the Southern California Regional Rail Authority (SCRRA) in 2009 to service commuter trains running along Metrolink's San Bernardino and Inland Empire – Orange County (IEOC) Lines. SCRRA's use of the EMF as a maintenance facility was limited due to the existing Inland Empire Maintenance Facility (IEMF), located just east of the San Bernardino Metrolink Station/Santa Fe Depot (Depot) and due to the amount of available storage tracks surrounding the Depot.

This operating scenario changed when the San Bernardino County Transportation Commission (SANBAG), began implementation of the Downtown San Bernardino Passenger Rail Project (DSBPRP), which extends Metrolink passenger rail service approximately one mile east from its current terminus at the Depot to the San Bernardino Transit Center near the intersection of Rialto Avenue and E Street in the City of San Bernardino. As part of the DSBPRP, SANBAG completed an expansion of the EMF to facilitate its full use as maintenance and train storage facility since the DSBPRP required the relocation of Metrolink layover and maintenance functions at the Depot and the adjacent IEMF.

Prior to the implementation of the DSBPRP, there were 8 weekday revenue-service Metrolink IEOC Line trains traversing the Shortway Subdivision on their route between the Depot and Orange County. As part of the DSBPRP, the number of trains traversing the Shortway Subdivision has increased to a total of at least 24 train movements per weekday, including both deadhead and revenue trains.

Based on the increase in train movements on the Shortway Subdivision, SANBAG has agreed there is a need for the Shortway Subdivision Quiet Zone Project (Project) that provides quiet-zone-ready conditions at the two at-grade crossings located on the Shortway Subdivision.

Along the Shortway Subdivision are two existing at-grade crossings (Crossings):

- Rialto Avenue, USDOT No. 026440R, CPUC No. 002B-0.70
- Walnut Street, USDOT No. 026442E, CPUC No. 002B-1.00

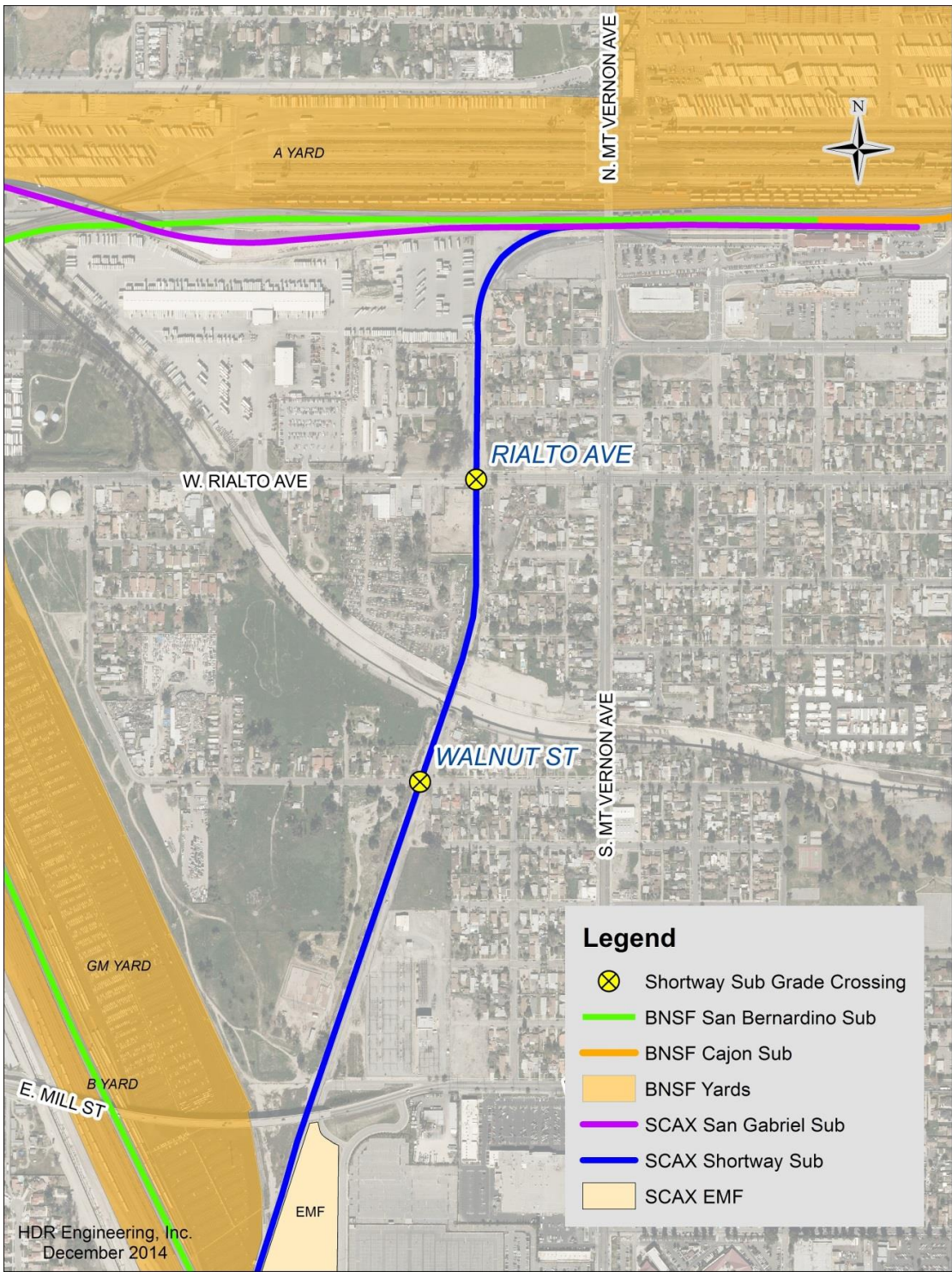
The Project is proposing to install constant warning circuitry, 4 each California Public Utilities Commission (CPUC) Standard No. 9 entrance gates with flashers, 4 each CPUC No. 9 exit gates with flashers with exit gate management system, 4 each CPUC Commission No. 9 pedestrian gates with flashers and treatment at Rialto Avenue. The project also includes the removal of the current 2 CPUC Commission No. 9 entrance gates with flashers and 2 No. 8 median flashers at Rialto Avenue. There will not be any signal improvements installed at the Walnut Street crossing other than the installation of constant warning circuitry. The City will be responsible for the implementation and periodic renewal of the Quiet Zone on the Shortway Subdivision with the FRA in

## Memorandum of Understanding No. 17-1001586

accordance with Title 49 Code of Federal Regulation (CFR) Section 222.47(b). The renewal period is every 2.5 - 3 years.



**EXHIBIT B - Project Location Map**



Attachment: Shortway QZ MOU 08 01 16 [Revision 5] (2971 : Memorandum of Understanding with City of San Bernardino for Shortway



**EXHIBIT C – Sample Notice of Intent Application**

August 31, 2016  
 Ms. LeeAnn Dickson  
 Regional Manager, Grade Crossing Safety & Trespass  
 Federal railroad Administration  
 801 "I" Street, Suite 466  
 Sacramento, CA 95814

RE: Notice of Intent to Establish a Quiet Zone  
 City of San Bernardino, CA

Dear Ms. Dickson,

The City of San Bernardino hereby submits a Notice of Intent for the creation of a New Quiet Zone on the Shortway Subdivision railroad corridor owned by San Bernardino County Transportation Commission (SANBAG) in the City of San Bernardino, San Bernardino County. The rail line is operated by the Southern California Regional Rail Authority (SCRRA) and used by SCRRA for its Metrolink passenger rail service and by BNSF Railway Company (BNSF) for freight rail service.

The Notice of Intent is being provided in accordance with the provisions of Title 49 of the Code of Federal Regulations (CFR), Part 222.43(a)(1). The highway grade crossings within the New Quiet Zone are as follows:

1. Rialto Avenue, DOT # 026440R, CPUC No. 002B-0.70
2. Walnut Street, DOT #026442E, CPUC No. 002B-1.00

Please direct all correspondence regarding this matter to the undersigned at the address listed under the Notifications section of the Notice on Intent. Please provide any comments that you may have within the 60-day comment period prescribed in 49 CFR 222.43 (a) (3)(i). If no comments are to be provided, please provide a written statement indicating that no comments are to be provided, in accordance with 49 CFR 222.43 (a)(3)(ii)(B). Thank you for your attention to this matter.

Sincerely,

Christopher Alanis  
 Public Works Director  
 City of San Bernardino

Enclosures: Notice of Intent to Create a New Quiet Zone  
 CPUC General Order 88B Approval for Rialto Avenue  
 Proposed Crossing Improvement Plans  
 Quiet Zone Calculator Result Sheet – Existing Condition  
 Quiet Zone Calculator Result Sheet – With Supplement Safety Measures  
 FRA Crossing Inventory Forms

## NOTICE OF INTENT TO CREATE NEW QUIET ZONE

The City of San Bernardino is establishing the New Quiet Zone by Public Authority Designation in accordance with the requirements of 49 CFR 222.39(a)(3). Supplemental Safety Measures are currently in place at the Rialto Avenue crossing in the New Quiet Zone, bringing the Quiet Zone Risk Index to a level below the Risk Index with Horns. The highway grade crossings within the New Quiet Zone are as follows:

3. Rialto Avenue, DOT # 026440R, CPUC No. 002B-0.70
4. Walnut Street, DOT #026442E, CPUC No. 002B-1.00

A description of the characteristics of the New Quiet Zone follows:

1. The New Quiet Zone will be in effect on a 24-hour basis. Routine sounding of the locomotive horn shall be discontinued on a 24-hour basis once the New Quiet Zone is established.
2. The New Quiet Zone will be in effect at the two highway grade crossings listed above at Milepost 0.70 and 1.00 on the Shortway Subdivision. As part of the installation of Supplemental Safety Measure, exit gates and pedestrian crossing treatments will be installed at Rialto Avenue.
3. Both highway grade crossings are provided with flashing lights and gates.
4. Rialto Avenue highway grade crossing will have raised medians on both sides of the tracks.
5. Constant Warning Time (CWT) devices will be in service at both highway crossings within the New Quiet Zone.
6. The highway grade crossing instrument houses and cases at both highway grade crossings within the New Quiet Zone currently have or will have power-off indicators installed.
7. Both highway grade crossings within the New Quiet Zone will be provided with the appropriate signage (No Train Horn, etc.) as required.
8. The FRA highway grade crossing inventory forms for both highway crossings within the New Quiet Zone have been updated (in red ink) and are attached. In addition, the Quiet Zone Calculator print-out indicating the results for both highway grade crossings within the New Quiet Zone are attached.

### NOTIFICATIONS

As required by 49 CFR 222.43(b)(iv), the name, title and contact information for the person who will act as the point of contact during the New Quiet Zone Development process is as follows:

Christopher Alanis  
 Public Works Director  
 City of Bernardino  
 300 North D Street, 3<sup>rd</sup> Floor  
 San Bernardino, CA 92418-0001  
 Office: (909) 384-5140  
 E-Mail: [Alanis\\_Ch@sbcity.org](mailto:Alanis_Ch@sbcity.org)

Also as required by 49 CFR 222.43 (b)(2)(v), the name and address of each party that will receive a copy of the Notice on Intent and all attachments in accordance with the requirements of 49 CFR 222.43(a)(1) are as follows:

**Hard Copy Notification by Certified Mail, Returned Receipt Requested**

Ms. LeeAnn Dickson  
Regional Manager, Grade Crossing Safety & Trespass  
Federal railroad Administration  
801 "I" Street, Suite 466  
Sacramento, CA 95814

Mr. Michael Robertson, PE  
Manager, Rail and Crossing Branch  
Rail Crossing Engineering Section  
California Public Utilities Commission  
320 West Fourth Street, Suite 500  
Los Angeles, CA 90013

Mr. Sergio Licon, PE  
Utilities Engineer  
Rail Crossing Engineering Section  
California Public Utilities Commission  
320 West Fourth Street, Suite 500  
Los Angeles, CA 90013

Mr. Justin Fornelli, PE  
Chief of Transit & Rail Programs  
San Bernardino Associated Governments  
1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410

Mr. Naresh Patel, PE  
Assistant Director, Design & Standards  
2558 Supply Street  
Pomona, CA 91767

Mr. Jason Sanchez  
Manager, Public Projects  
BNSF Railway  
740 East Carnegie Drive  
San Bernardino, CA 92408-3571

Mr. Ronald Ries  
Staff Director, Crossing Safety & Trespass Prevention  
Federal Railroad Administration  
RRS-23 Mail Stop 25  
1200 New Jersey Avenue  
Washington, DC 20590

**EXHIBIT D – Sample Quiet Zone Renewal Letter**

January 2, 2018  
 Mr. Robert Lauby  
 Associate Administrator for Railroad Safety & Chief Safety Officer  
 Office of Railroad Safety  
 Federal Railroad Administration  
 1200 New Jersey Avenue, SE Mail Stop 25  
 Washington, DC 20590

SUBJECT: City of San Bernardino, CA Quiet Zone Periodic Update

Dear Mr. Lauby,

This letter is in reference to Title 49 Code of Federal Regulations (CFR) Section 222.47 (b) which requires the City of San Bernardino to perform a periodic update of the subject Quiet Zone at defined intervals after implementation. The subject Quiet Zone was established in accordance with the regulatory provisions contained in Section 222.39 (a) (2) of Title 49 of the United States Code.

Pursuant to §222.47 (b), with this instrument, the City of San Bernardino affirms in writing to the Associate Administrator for Railroad Safety that the subject Quiet Zone continues to conform to the requirements of the Title 49 Code of Federal Regulations Section 222.39.

The subject Quiet Zone consists of the following crossings:

<u>USDOT No.</u>	<u>Street Name</u>
026440R	Rialto Avenue
026442E	Walnut Street

Train horns will continue to be restricted from use, emergencies excepted, 24-hours per day and seven days per week.

An accurate, complete and current Grade Crossing Inventory Form for each public highway-rail grade crossing, private highway-rail grade crossing and pedestrian crossing within the subject Quiet Zone is attached. The Average Daily Traffic data shown on the inventory form was obtained in DATE YEAR.

The name, title and contact information of the person responsible for monitoring compliance with the requirements of the Train Horn Rule is:

Christopher Alanis  
 Public Works Director  
 City of Bernardino  
 300 North D Street, 3rd Floor  
 San Bernardino, CA 92418-0001  
 Office: (909) 384-5140  
 E-Mail: Alanis\_Ch@sbcity.org

## Memorandum of Understanding No. 17-1001586

Exhibit A, attached hereto, contains a listing of all parties notified in this matter.

Sincerely,

Christopher Alanis  
Public Works Director  
City of San Bernardino

Enclosed:       Exhibit A – Stakeholder Update  
                  Exhibit B – Grade Crossing Inventory Forms

**Hard Copy Notification by Certified Mail, Returned Receipt Requested**

Ms. LeeAnn Dickson  
Regional Manager, Grade Crossing Safety & Trespass  
Federal railroad Administration  
801 "P" Street, Suite 466  
Sacramento, CA 95814

Mr. Michael Robertson, PE  
Manager, Rail and Crossing Branch  
Rail Crossing Engineering Section  
California Public Utilities Commission  
320 West Fourth Street, Suite 500  
Los Angeles, CA 90013

Mr. Sergio Licon, PE  
Utilities Engineer  
Rail Crossing Engineering Section  
California Public Utilities Commission  
320 West Fourth Street, Suite 500  
Los Angeles, CA 90013

Mr. Justin Fornelli, PE  
Chief of Transit & Rail Programs  
San Bernardino Associated Governments  
1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410

Mr. Naresh Patel, PE  
Assistant Director, Design & Standards  
2558 Supply Street  
Pomona, CA 91767

Mr. Jason Sanchez  
Manager, Public Projects  
BNSF Railway  
740 East Carnegie Drive  
San Bernardino, CA 92408-3571

Mr. Ronald Ries  
Staff Director, Crossing Safety & Trespass Prevention  
Federal Railroad Administration  
RRS-23 Mail Stop 25  
1200 New Jersey Avenue  
Washington, DC 20590

## *Minute Action*

AGENDA ITEM: 5

**Date:** *September 15, 2016*

**Subject:**

Downtown San Bernardino Passenger Rail Project Construction Contingency Increase

**Recommendation:**

That the Transit Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission, approve an increase in contingency for the Downtown San Bernardino Passenger Rail Project in the amount of \$2,981,464 for activities related to Contract No. C14001 with Shimmick Construction Company, Inc., to be funded with Valley Local Transportation Funds.

**Background:**

Construction of the Downtown San Bernardino Passenger Rail Project (Project) is on-going and scheduled to be complete in mid-2017. Shimmick Construction Company, Inc. was awarded the construction contract in December 2013 in the amount of \$59,629,283.75. Additionally, the SANBAG Board approved a contingency amount of \$2,981,464 or 5%. Approximately 62% of the original contingency amount of \$2,981,464 has been released to the contractor for contract change orders leaving a balance of approximately \$1,130,000. The project has identified \$900,000 in additional potential change orders that are currently being assessed and negotiated. Typically a 10% contingency is used for construction contracts. Staff is requesting that an additional contingency of 5% or \$2,981,464 be approved so that there is sufficient contingency available to close-out the project.

As of the end of August 2016, the project is approximately 78% complete based on contract value and approximately 83% of the working days have been used. The current contract completion date per approved working days is February 27, 2017. The contractor's current proposed schedule shows project completion in July 2017. The construction manager has provided comments on the contractor's schedule noting the difference between the contract working days and requested a mitigation schedule.

Much of the work between the San Bernardino Transit Center (SBTC) and the San Bernardino Santa Fe Depot (Depot) has been completed. The contractor is now focused on the track work at the Depot and along the Shortway, the pedestrian overpass at the Depot, the crew quarters at the SBTC, and platform work at both the Depot and SBTC.

**Financial Impact:**

This item is consistent with the approved Fiscal Year 2016/2017 SANBAG Budget.

**Reviewed By:**

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Procurement Manager have reviewed this item.

*Entity: CTC*

Transit Committee Agenda Item  
September 15, 2016  
Page 2

***Responsible Staff:***

Victor Lopez, Project Manager

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Approved  
Transit Committee  
Date: September 15, 2016  
Witnessed By:



## *Minute Action*

AGENDA ITEM: 6

**Date:** *September 15, 2016*

**Subject:**

Downtown San Bernardino Passenger Rail Project Memorandum of Agreement (Noise Abatement)

**Recommendation:**

That the Transit Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission:

A. Authorize the Executive Director or his designee to execute the Memorandum of Agreement (Noise Abatement), Contract No. 17-1001591 with Varp, Inc., providing funding for noise mitigation improvements as required by the Mitigation Monitoring and Reporting Program for the Downtown San Bernardino Passenger Rail Project, for a not-to-exceed amount of \$25,000.00, subject to approval as to form by SANBAG legal counsel.

B. Approve a Fiscal Year 2016/2017 budget amendment to increase Task Transit Capital No. 0315, Sub-Task No. 0323 Downtown San Bernardino Passenger Rail Project in the amount of \$25,000.00 to be funded by Local Transportation Funds-Rail.

**Background:**

The Downtown San Bernardino Passenger Rail Project (DSBPRP) Mitigation Monitoring and Reporting Program (MMRP) requires that SANBAG install noise insulation at two noise sensitive properties adjacent to the railroad right-of-way. In order to support the mitigation measures, HDR Engineering, Inc. (HDR) prepared an Acoustical Report, documenting the existing sound isolation conditions as well as the proposed noise insulation recommendations for the two buildings located at 907 West 2<sup>nd</sup> Street (APN 0137-043-26), currently owned by Varp, Inc. The recommended measures included the replacement of various windows and doors for portions of the building facing the railroad alignment.

The funds required to implement the mitigation measures is estimated to be \$25,000.00. HDR obtained three quotes and the lowest of the three quotes, plus a 25% contingency, was used as the basis for the cost estimate. The agreement with Varp, Inc., is required in order to release SANBAG of any future liability since the funds will be provided to Varp, Inc. and they will be responsible for the installation of the various noise mitigation upgrades.

**Financial Impact:**

This item is not consistent with the current Fiscal Year 2016/2017 budget. This item requires a budget amendment as outlined in the recommendation section.

**Reviewed By:**

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Procurement Manager have reviewed this item and the agreement.

**Entity:** *CTC*

Transit Committee Agenda Item  
September 15, 2016  
Page 2

***Responsible Staff:***

Victor Lopez, Project Manager

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Approved  
Transit Committee  
Date: September 15, 2016  
Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 17-1001591 Amendment No.: \_\_\_\_\_ Vendor No.: TBD  
 Vendor/Customer Name: Varp, Inc. Sole Source?  Yes  No  
 Description: DSBPRP: Memorandum of Noise Abatement Agreement-APN 0137-043-26  
 Start Date: 08/08/2016 Expiration Date: 06/30/2017 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: DSBPRP ROW Admin Contract 00-1000768

Dollar Amount			
Original Contract	\$ 25,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 25,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 25,000.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Execute DSBPRP: Memorandum of Noise Abatement Agreement for APN 0137-043-26.  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 10/05/2016  
 Board of Directors Action: Execute DSBPRP: Memorandum of Noise Abatement Agreement for APN 0137-043-26.

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_% Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_%

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: Victor Lopez

Attachment: 17-1001591\_CSS [Revision 1] (3030 : Downtown San Bernardino Passenger Rail Project Memorandum of Agreement (Noise

**RECORDING REQUESTED BY:**  
 SAN BERNARDINO COUNTY  
 ASSOCIATED GOVERNMENTS

**WHEN RECORDED MAIL TO:**  
 SAN BERNARDINO COUNTY  
 ASSOCIATED GOVERNMENTS  
 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
 San Bernardino, California 92410-1715

APN(s): 0137-043-26-0000

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383  
 EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

**MEMORANDUM OF AGREEMENT  
 (NOISE ABATEMENT)**

This MEMORANDUM OF AGREEMENT (“Agreement”) is made and entered into by and between **San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission (“SANBAG”)** and **VARP, INC., A CALIFORNIA CORPORATION (“Owner”)**, with reference and respect to Recitals 2, 3, and 4 below. The parties hereto have executed this Agreement on the dates set forth below next to their respective signatures..

1. The performance of this Agreement constitutes the entire agreement between the parties and full consideration for the covenants as set forth hereinbelow and shall relieve SANBAG of all further obligation or claims arising from or related to sound and/or noise on account of the location, grade, construction or operation of the Downtown San Bernardino Passenger Rail Project (DSBPRP)
2. This agreement pertains to property known as San Bernardino Assessor’s Parcel No.: (0137-043-26-0000) (Map Attached as Exhibit “A”) located at 907 West Rialto Avenue, and herein identified as the Owner’s Property”.
3. SANBAG shall pay the undersigned Owner(s) the sum of \$25,000 for the cost and installation of upgrade components (window and door upgrades and repairs) as listed in Exhibit “B”, attached hereto.
4. It is understood and agreed that the components installed shall be greater than or equal to the Sound Transmission Class (STC) rating of 39 as recommended in Exhibit “C, Sound Isolation Memo”, attached hereto.
5. It is understood and agreed that participation and compensation for sound impacts are voluntary and are considered unusual and extraordinary abatement as determined by the Sound Isolation Memo, approved (August, 2015), in connection with the DSBPRP.

- 6. It is understood and agreed by the parties that the amount shown in Clause 3 represents the lowest of three bids, as provided to the Owner by SANBAG for installation of components identified on Exhibit "D". These bids were prepared by Mark Maes of Green- Lite Window and Door, Joe Sanchez of Customized Windows and Doors, and Hayedon Hardy of Hardy Windows. Neither SANBAG nor any person or entity related to or in contract with SANBAG shall be responsible for the any of the work performed by any of the above-mentioned contractors, or any other contractor selected by Owner to perform the mitigation work. Neither SANBAG nor any person or entity related to or in contract with SANBAG shall be responsible for any future costs of operating or maintaining the noise abatement measures.
- 7. It is acknowledged and agreed that the amount in Clause 3 is payment in full for the cost and installation of components shown on Exhibit "B", attached hereto.
- 8. It is acknowledged and agreed that SANBAG makes no representation as to the amount of sound mitigation that will occur as a result of work performed by Owner's contractor.
- 9. Owner hereby waives and releases any and all past, present and future claims for damages against SANBAG and/or any person or entity related to or in contract with SANBAG arising from sound and/or noise impacts upon the Property of Owner as a result of the location, grade, construction or operation of the DSBPRP in the manner proposed and Owner irrevocably waives any and all rights pursuant to California Civil Code Section 1542 pertaining to the released claims. This release shall be effective notwithstanding the provision of California Civil Code Section 1542 which states:  
  
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.
- 10. This transaction will be handled through an internal escrow by SANBAG at its offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA 92410-1715.
- 11. It is acknowledged and agreed by both parties that this document will be recorded with the Recorder's Office of the County of San Bernardino.

-----SIGNATURES ON THE FOLLOWING PAGES-----

IN WITNESS WEHEREOF, the parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

**OWNER:**  
**VARP, INC.**  
**A CALIFORNIA CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**SANBAG:**

By: \_\_\_\_\_

Name: Raymond W. Wolfe

Title Executive Director

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: Robert D. Herrick

Title Assistant General Counsel

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



## *Minute Action*

AGENDA ITEM: 7

**Date:** September 15, 2016

**Subject:**

Project Development Cooperative Agreement with County Transit Operators

**Recommendation:**

That the Transit Committee recommend the San Bernardino County Transportation Authority (SBCTA), approve the use of the attached templates for SBCTA to provide project development and construction management services for delivery of capital projects, real estate services, and transit related studies for Mountain Area Regional Transit Authority, Victor Valley Transit Authority and Morongo Basin Transit Authority.

**Background:**

At the December 2013 meeting, the Board approved a Scope of Work for a County-wide Transit Efficiency Study and Parsons Brinckerhoff was engaged to perform the study. The stated goals of the County-wide Transit Efficiency Study were to:

- Identify potential cost efficiencies that can be achieved through coordination and joint efforts among the transit operators and SBCTA.
- Improve transit services for current and new transit users through better coordination among the operators and SBCTA.

At the August 2015 meeting, the Board received and filed a presentation on the County-wide Transit Efficiency Study. As a part of the presentation, next steps presented included the initiation of discussions between transit agencies regarding cooperative agreements for selected strategies presented in the Study. One of the selected strategies involved the temporary furnishing of SBCTA staff assistance for studies, project development, design, and construction management services.

Subsequently, Parsons Brinckerhoff conducted discussions with SBCTA and the following transit agencies regarding the proposed services:

- Mountain Area Regional Transit Authority (MT)
- Victor Valley Transit Authority (VVTA)
- Morongo Basin Transit Authority (MBTA)
- Needles Area Transit (NAT)

After discussion, NAT chose not to participate in the process, while the other three agencies chose to proceed.

SBCTA volunteered to serve as the lead agency, with individual cooperative agreements with each agency desiring such services. SBCTA staff anticipated in many cases it would utilize its

*Entity: CTA*



existing on-call consultant contracts to provide such services. However, when the SBCTA on-call consultant contracts were awarded it was not envisioned they would be used to provide services to the transit agencies. Amendments to the existing SBCTA on-call consultant contracts may be needed depending on the demand for SBCTA to provide services to the transit agencies.

Based on these discussions, a cooperative agreement template was prepared and reviewed by SBCTA and transit agency staff. The template is intended to be used to enter into a cooperative agreement on a project by project basis between SBCTA and the specific transit agency requesting specific services. Project specific agreements will be brought to the SBCTA Board for approval. However, the standard template will be used to minimize upfront staff time, including legal services, and expedite the process.

***Financial Impact:***

This item has no financial impact on the adopted SANBAG budget.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed this item and the templates.

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail

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Approved  
Transit Committee  
Date: September 15, 2016  
Witnessed By:

**COOPERATIVE AGREEMENT NO XXX**  
**BY AND BETWEEN SAN BERNARDINO COUNTY TRANSPORTATION**  
**COMMISSION**  
**AND**  
**MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY**  
**FOR**  
**TEMPORARY FURNISHING OF STAFF ASSISTANCE FOR PROJECT**  
**DEVELOPMENT, DESIGN, AND CONSTRUCTION MANAGEMENT**

**THIS COOPERATIVE AGREEMENT** (“Agreement”) is effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Mountain Area Regional Transit Authority (“MT”), a public agency formed under a Joint Powers Agreement, whose address is 41939 Fox Farm Road, Big Bear Lake, California, 92315. SBCTA and MT are each a “Party” and collectively are the “Parties” as identified herein.

**RECITALS:**

**WHEREAS**, SBCTA, as the Transportation Commission for San Bernardino County, has the responsibility to oversee and coordinate the provision of public transportation services and allocation of local, state and Federal funds for the County; and

**WHEREAS**, MT provides Dial-a-Ride and Fixed Route public transportation service throughout the rural San Bernardino Mountain communities of the Big Bear Valley, Crestline, Lake Arrowhead, and Running Springs. Mountain Transit also provides Off-the-Mountain commuter service between these communities and the city of San Bernardino; and

**WHEREAS**, MT needs new or expanded operating facilities to support its public transit service operations and maintenance (the “Project”), and is in need of project development/ management/engineering support services; and

**WHEREAS**, SBCTA has certain project development/ management/engineering Staff and/or On-Call Consultants under contract (collectively referred to as SBCTA STAFF) that are or can become available to assist MT;

**NOW, THEREFORE**, SBCTA and MT in consideration of the mutual covenants hereinafter set forth and intending to be legally bound hereby agree as follows:

**1. Project Management Responsibilities**

- a. Overall Project Management Responsibility for the Project as identified in Exhibit “A” Scope of Work shall remain with MT.
- b. MT’s Project Manager or his/her designee shall provide direction to SBCTA STAFF assisting MT on the Project as identified in Exhibit “A” Scope of Work.

## 2. SBCTA Responsibilities

- a. SBCTA shall provide project development / management / engineering support services through a combination of SBCTA STAFF, to MT, for support of the Project as identified in Exhibit "A" Scope of Work.
- b. The total not-to-exceed cost for services provided by SBCTA as described in Exhibit "A" for which MT shall reimburse SBCTA under this AGREEMENT shall not exceed \$ [REDACTED] over the term of this AGREEMENT, unless subsequently amended by mutual agreement of the Parties. The specific SBCTA STAFF positions, their rates and estimated Other Direct Costs are identified in Exhibit "B" SBCTA Billing Rate Schedule.
- c. SBCTA STAFF selected for this assignment shall be selected by SBCTA with the review and concurrence of the MT, and are subject to change. SBCTA shall endeavor to make the SBCTA STAFF selected for services provided on the Project available full or part time for a minimum of XX months.
- d. SBCTA STAFF will recognize and follow all applicable rules, regulations or policies established by MT and provided to SBCTA STAFF affecting or pertaining to operation of the Project site, when SBCTA STAFF are performing services.
- e. SBCTA STAFF shall work full or part time as needed per Exhibit "A" Scope of Work, but not to exceed a forty (40) hour workweek and shall be on the same schedule as SBCTA's regular employees unless other work schedule arrangements are agreed by SBCTA's Executive Director or designee in writing.
- f. SBCTA STAFF working on the Project shall acknowledge that certain confidential or proprietary information belonging to MT may become available to them, and as such, shall maintain such confidentiality.
- g. SBCTA STAFF are assigned to MT only for the purposes and to the extent set forth in this Agreement. SBCTA STAFF'S relationship to MT and its subsidiaries and clients shall during the period of this assignment and services hereunder be that of a SBCTA employee or independent consultant, as applicable, working in a professional manner. SBCTA STAFF shall not be considered as having an employee status with MT or being entitled to participate in any plans or benefits of MT for its regular employees. SBCTA assumes full responsibility for all employment contributions, taxes, withholding, etc, (Employer Withholdings) under any state and local laws, as applicable for SBCTA's employees and shall require SBCTA's On-Call Consultants to assume full responsibility for Employer withholdings for On-Call Consultants staff assigned to the Project.
- h. SBCTA shall invoice MT no more frequently than monthly, and no less than quarterly for the services provided for that period, based on actual hours worked and using the fully-burdened hourly rates for direct employees, and the approved hourly billing rates for assigned consultant staff. Such fully-burdened hourly rates shall be specific to each position type, will be disclosed to MT in advance, and will be consistent with the labor rate in Exhibit "B". SBCTA'S fully-burdened employee hourly rates shall include employee labor rates, fringe, benefits and overhead items such as workers' compensation, insurance, computers, office space and phone. For SBCTA On-Call

Consultants assigned to the Project, SBCTA shall invoice MT the amount so billed by the On-Call Consultants for the Project work during the invoice period. With each invoice, SBCTA shall also identify any actual Project-related administrative, travel and other direct costs incurred by SBCTA STAFF in managing MT's project. Mileage shall be billed based on the current, approved Internal Revenue Service rate. However, SBCTA shall not apply a flat administrative fee or percentage.

### **3. MT Responsibilities**

- a. MT shall direct and control the work activities of the SBCTA STAFF on the project work described herein, and shall be responsible for providing a safe place to work in compliance with all safety laws and regulations while working at MT-designated work site(s). MT is not responsible for the health or safety of any SBCTA STAFF due to injuries or property damage caused by others not within the control of MT at any Project site.
- b. MT shall furnish SBCTA STAFF with a copy of applicable rules, regulations and policies that MT deems necessary to implement the provisions in Section 2.d above.
- c. MT strictly agrees that it shall not induce, passively or actively solicit, approach or hire any of the SBCTA STAFF so long as this agreement is in effect and for a period of one (1) year thereafter except if mutually agreed in writing by SBCTA, MT, and, if applicable, On-Call Consultants under contract, on a case by case basis.
- d. Upon receipt of the SBCTA invoice, MT shall approve and make prompt payment on all invoices or explain in writing to the SBCTA Contact identified in Section 8 below (or designee), the reason for disapproval of any item within 10 business days of receipt. MT payment for undisputed invoice amounts shall be made within 30 days of receipt of invoice.

### **4. SBCTA and MT Joint Responsibilities**

- a. If SBCTA STAFF is deemed by MT or SBCTA to be unqualified to perform the assignment contracted for, MT may request the removal and/or replacement of the SBCTA STAFF.
- b. Overtime hours shall be defined by SBCTA and approved by MT, and SBCTA STAFF shall not be directed by MT to work Overtime hours, unless agreed to in writing by both Parties.

### **5. Indemnification**

- a. Neither SBCTA nor any officer or employee or agent thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by MT and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon MT under this Agreement. It is understood and agreed that MT will fully defend, indemnify, and save harmless SBCTA and all of its officers, employees and agents from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by MT and/or its agents under this Agreement.

- b. Neither MT nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this Agreement. It is understood and agreed that SBCTA will fully defend, indemnify, and save harmless MT and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by SBCTA and/or its agents under this Agreement.
6. **Venue.** This AGREEMENT shall be construed and interpreted solely in accordance with the laws of the State of California.
7. **Binding Provisions.** The persons executing this AGREEMENT on behalf of the Parties hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said Parties and that, by so executing this AGREEMENT, the Parties hereto are formally bound to the provisions of this AGREEMENT.
8. **Notices.** All notices hereunder and communications required or permitted by this AGREEMENT, or changes thereto, or by law to be served on, given to or delivered to any other Party hereto by any other Party to this AGREEMENT shall be in writing or authorized in writing, and may be sent by regular mail, email or FAX. Any such notice shall be addressed to:

**Notices to SBCTA:**

Name: Carrie Schindler  
 Title: Director of Rail and Transit Programs  
 Address: 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
 City, State Zip: San Bernardino, California, 92410  
 Email: [cschindler@SBCTA.ca.gov](mailto:cschindler@SBCTA.ca.gov)  
 FAX: 909-885-4407

**Notices to the MT:**

Name: Ms. Kathy Hawksford  
 Title: General Manager/Chief Executive Officer  
 Physical Address: 41939 Fox Farm Road  
 Mailing Address: PO Box 1501  
 City, State Zip: Big Bear Lake, California, 92315  
 Email: [khawksford@mountaintransit.org](mailto:khawksford@mountaintransit.org)  
 FAX: 909-963-7200

9. **Other Provisions.**
- a. The headings of all sections of this AGREEMENT are inserted solely for the convenience of reference and are not part of and not intended to govern, limit, or aid in the construction or interpretation of any terms or provision thereof.
- b. The provision of this AGREEMENT shall bind and inure to the benefit of each of the Parties hereto and all successors or assigns of the Parties hereto.

- c. If any term, provision, covenant, or condition of this AGREEMENT is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this AGREEMENT shall not be affected thereby, and each term, provision, covenant or condition of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.
- d. This AGREEMENT may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same AGREEMENT. Secure electronic signatures will be permitted.
- e. This AGREEMENT may be amended in writing at any time by the mutual consent of the Parties. No amendment shall have any force or effect unless executed in writing by the Parties. The Parties agree that minor administrative changes, such as changes in assigned staff, modifications to scope-of-work elements, etc., may be approved administratively without re-approval by the Parties' Boards of Directors.
- f. SBCTA or MT may terminate this AGREEMENT, without cause, by delivering written notice of termination to the other Party not less than thirty (30) calendar days before the date of termination. In the event that services are underway at the time such notice of termination is issued, SBCTA and its On-Call Consultants, if assigned to the project, shall follow the termination provisions of the on-call contracts and any outstanding services up to the date of termination shall be paid for in accordance with AGREEMENT terms before termination of this AGREEMENT shall be complete.
- g. Neither this AGREEMENT, nor any of a Party's rights, obligations or duties hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.
- h. The Parties warrant that, in the performance of this AGREEMENT, they shall comply with all applicable federal, state and local laws, statutes and ordinances and lawful orders, rules and regulations promulgated thereunder.
- i. Either Party shall be excused from performing its obligations under this AGREEMENT during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood, acts of God, commandeering of material, products, plants or facilities by the federal, state or local government, national fuel shortage, or a material act or omission by the other Party, when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.
- j. Exhibit A – Scope of Work and Exhibit B – SBCTA Billing rate Schedule are attached to and incorporated into this agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.



**San Bernardino County Transportation Authority**

**Mountain Transit Area Regional Transit Authority**

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

By: \_\_\_\_\_  
Kathy Hawksford  
General Manager/CEO

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Attachment: SANBAG - MT Project Development Rev 01 [Revision 5] (2714 : Project Development Cooperative Agreement with County Transit



**EXHIBIT "A"**

*"PROJECT SPECIFIC SCOPE OF WORK"*

**EXHIBIT "B"**  
*"PROJECT SPECIFIC FEES"*

**COOPERATIVE AGREEMENT NO XXX**  
**BY AND BETWEEN SAN BERNARDINO COUNTY TRANSPORTATION**  
**AUTHORITY**  
**AND**  
**VICTOR VALLEY TRANSIT AUTHORITY**  
**FOR**  
**TEMPORARY FURNISHING OF STAFF ASSISTANCE FOR PROJECT**  
**DEVELOPMENT, DESIGN, AND CONSTRUCTION MANAGEMENT**

**THIS COOPERATIVE AGREEMENT** (“Agreement”) is effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Victor Valley Transit Authority (“VVTA”), a public agency formed under a Joint Powers Agreement, whose address is, 17150 Smoketree St., Hesperia, California, 92345. SBCTA and VVTA are each a “Party” and collectively are the “Parties” as identified herein.

**RECITALS:**

**WHEREAS**, SBCTA, as the Transportation Commission for San Bernardino County, has the responsibility to oversee and coordinate the provision of public transportation services and allocation of local, state and Federal funds for the County; and

**WHEREAS**, VVTA provides Dial-a-Ride and Fixed Route public transportation services throughout the Victor Valley Subarea cities of Adelanto, Hesperia, Victorville, the Town of Apple Valley, and San Bernardino County communities of Helendale, Lucerne Valley, Oro Grande, Phelan, Pinon Hills, Silver Lakes, and Wrightwood, as well as the Barstow Area Transit service area. VVTA also provides B-V Link Lifeline service between Barstow, Victor Valley, and San Bernardino Valley, and National Training Center Commuter Service to Barstow and Fort Irwin; and

**WHEREAS**, VVTA anticipates the need for new or expanded operating facilities and/or transit centers to support its public transit service operations (the “Projects”), and is in need of project development/ management/engineering support services; and

**WHEREAS**, SBCTA has certain project development/ management /engineering Staff and/or On-Call Consultants under contract (collectively referred to as SBCTA STAFF) that are or can become available to assist VVTA;

**NOW, THEREFORE**, SBCTA and VVTA in consideration of the mutual covenants hereinafter set forth and intending to be legally bound hereby agree as follows:

**1. Project Management Responsibilities**

- a. Overall Project Management Responsibility for the Project as identified in Exhibit "A" Scope of Work shall remain with VVTA.
- b. VVTA's Project Manager or his/her designee shall provide direction to SBCTA STAFF assisting VVTA on the Project as identified in Exhibit "A" Scope of Work.

## 2. SBCTA Responsibilities

- a. SBCTA shall provide project development / management / engineering support services through a combination of SBCTA STAFF, to VVTA, for support of the Project as identified in Exhibit "A" Scope of Work.
- b. The total not-to-exceed cost for services provided by SBCTA as described in Exhibit "A" for which VVTA shall reimburse SBCTA under this AGREEMENT shall not exceed \$\_\_\_\_\_ over the term of this AGREEMENT, unless subsequently amended by mutual agreement of the Parties. The specific SBCTA STAFF positions, their rates and estimated Other Direct Costs are identified in Exhibit "B" -- SBCTA Billing Rate Schedule.
- c. SBCTA STAFF selected for this assignment shall be selected by SBCTA with the review and concurrence of VVTA, and are subject to change. SBCTA shall endeavor to make the SBCTA STAFF selected for services provided on the Project available full or part time for a minimum of XX months.
- d. SBCTA STAFF will recognize and follow all applicable rules, regulations or policies established by VVTA and provided to SBCTA STAFF affecting or pertaining to operation of the Project site(s), when SBCTA STAFF are performing services.
- e. SBCTA STAFF shall work full or part time as needed per Exhibit "A" Scope of Work, but not to exceed a forty (40) hour workweek and shall be on the same schedule as SBCTA's regular employees unless other work schedule arrangements are agreed by SBCTA's Executive Director or designee in writing.
- f. SBCTA STAFF working on the Projects shall acknowledge that certain confidential or proprietary information belonging to VVTA may become available to them, and as such, shall maintain such confidentiality.
- g. SBCTA STAFF are assigned to VVTA only for the purposes and to the extent set forth in this Agreement. SBCTA STAFF's relationship to VVTA and its subsidiaries and clients shall during the period of this assignment and services hereunder be that of a SBCTA employee or independent consultant, as applicable, working in a professional manner. SBCTA STAFF shall not be considered as having an employee status with VVTA or being entitled to participate in any plans or benefits of VVTA for its regular employees. SBCTA assumes full responsibility for all employment contributions, taxes, withholding, etc, (Employer withholdings) under any state and local laws, as applicable for SBCTA's employees and shall require SBCTA's On-Call Consultants to assume full responsibility for Employer withholdings for On-Call Consultants staff assigned to the Project .
- h. SBCTA shall invoice VVTA no more frequently than monthly, and no less than quarterly for the services provided for that period, based on actual hours worked and using the fully-burdened hourly rates for direct employees, and the approved hourly billing rates for assigned consultant staff. Such fully-

burdened hourly rates shall be specific to each position type, will be disclosed to VVTA in advance, and will be consistent with the labor rate in Exhibit "B". SBCTA'S fully-burdened employee hourly rates shall include employee labor rates, fringe, benefits and overhead items such as workers' compensation, insurance, computers, office space and phone. For SBCTA On-Call Consultants assigned to the Project, SBCTA shall invoice VVTA the amount so billed by the On-Call Consultants for the Project work during the invoice period. With each invoice, SBCTA shall also identify any actual Project-related administrative, travel and other direct costs incurred by SBCTA STAFF in managing VVTA's project. Mileage shall be billed based on the current, approved Internal Revenue Service rate. However, SBCTA shall not apply a flat administrative fee or percentage.

### 3. VVTA Responsibilities

- a. VVTA shall direct and control the work activities of the SBCTA STAFF on Project work described herein, and shall be responsible for providing a safe place to work in compliance with all safety laws and regulations while working at VVTA-designated work site(s). VVTA is not responsible for the health or safety of any SBCTA STAFF due to injuries or property damage caused by others not within the control of VVTA at any Project site.
- b. VVTA shall furnish SBCTA STAFF with a copy of applicable rules, regulations and policies that VVTA deems necessary to implement the provisions in Section 2.d above.
- c. VVTA strictly agrees that it shall not induce, passively or actively solicit, approach or hire any of the SBCTA STAFF so long as this agreement is in effect and for a period of one (1) year thereafter except if mutually agreed in writing by SBCTA, VVTA, and, if applicable, On-Call Consultants under contract, on a case by case basis.
- d. Upon receipt of the SBCTA invoice, VVTA shall approve and make prompt payment on all invoices or explain in writing to the SBCTA Contact identified in Section 8 below (or designee), the reason for disapproval of any item within 10 business days of receipt. VVTA payment for undisputed invoice amounts shall be made within 30 days of receipt of invoice.

### 4. SBCTA and VVTA Joint Responsibilities

- a. If SBCTA STAFF is deemed by VVTA or SBCTA to be unqualified to perform the assignment contracted for, VVTA may request the removal and/or replacement of the SBCTA STAFF.
- b. Overtime hours shall be defined by SBCTA and approved by VVTA, and SBCTA STAFF shall not be directed by VVTA to work Overtime hours, unless agreed to in writing by both Parties.

### 5. Indemnification

- a. Neither SBCTA nor any officer or employee or agent thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by VVTA and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon VVTA under this Agreement. It is understood and agreed that VVTA will fully defend, indemnify, and save

harmless SBCTA and all of its officers, employees and agents from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by VVTA and/or its agents under this Agreement.

- b. Neither VVTA nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this Agreement. It is understood and agreed that SBCTA will fully defend, indemnify, and save harmless VVTA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by SBCTA and/or its agents under this Agreement.
6. **Venue.** This AGREEMENT shall be construed and interpreted solely in accordance with the laws of the State of California.
7. **Binding Provisions.** The persons executing this AGREEMENT on behalf of the Parties hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said Parties and that, by so executing this AGREEMENT, the Parties hereto are formally bound to the provisions of this AGREEMENT.
8. **Notices.** All notices hereunder and communications required or permitted by this AGREEMENT, or changes thereto, or by law to be served on, given to or delivered to any other Party hereto by any other Party to this AGREEMENT shall be in writing or authorized in writing, and may be sent by regular mail, email or FAX. Any such notice shall be addressed to:

**Notices to SBCTA:**

Name: Carrie Schindler  
 Title: Director of Transit and Rail  
 Address: 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
 City, State Zip: San Bernardino, California, 92410  
 Email: [rkschindler@sanbag.ca.gov](mailto:rkschindler@sanbag.ca.gov)  
 FAX: 909-885-4407

**Notices to VVTA:**

Name: Mr. Kevin Kane  
 Title: Executive Director  
 Address: 17150 Smoketree St  
 City, State Zip: Hesperia, California, 92345  
 Email: [kkane@vvtta.org](mailto:kkane@vvtta.org)  
 FAX: 760-948-1380

**9. Other Provisions.**

- a. The headings of all sections of this AGREEMENT are inserted solely for the convenience of reference and are not part of and not intended to govern, limit, or aid in the construction or interpretation of any terms or provision thereof.
- b. The provision of this AGREEMENT shall bind and inure to the benefit of each of the Parties hereto and all successors or assigns of the Parties hereto.
- c. If any term, provision, covenant, or condition of this AGREEMENT is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this AGREEMENT shall not be affected thereby, and each term, provision, covenant or condition of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.
- d. This AGREEMENT may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same AGREEMENT. Secure electronic signatures will be permitted.
- e. This AGREEMENT may be amended in writing at any time by the mutual consent of the Parties. No amendment shall have any force or effect unless executed in writing by the Parties. The Parties agree that minor administrative changes, such as changes in assigned staff, modifications to scope-of-work elements, etc., may be approved administratively without re-approval by the Parties' Boards of Directors.
- f. SBCTA or VVTA may terminate this AGREEMENT, without cause, by delivering written notice of termination to the other Party not less than thirty (30) calendar days before the date of termination. In the event that services are underway at the time such notice of termination is issued, SBCTA and its On-Call Consultants, if assigned to the project, shall follow the termination provisions of the on-call contracts and any outstanding services up to the date of termination shall be paid for in accordance with AGREEMENT terms before termination of this AGREEMENT shall be complete.
- g. Neither this AGREEMENT, nor any of a Party's rights, obligations or duties hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.
- h. The Parties warrant that, in the performance of this AGREEMENT, they shall comply with all applicable federal, state and local laws, statutes and ordinances and lawful orders, rules and regulations promulgated thereunder.
- i. Either Party shall be excused from performing its obligations under this AGREEMENT during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood, acts of God, commandeering of material, products, plants or facilities by the federal, state or local government, national fuel shortage, or a material act or omission by the other Party, when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

- j. Exhibit A—Scope of Work and Exhibit B—SBCTA Billing Rate Schedule are attached to and incorporated into this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.



**San Bernardino County Transportation Authority**

**Victor Valley Transit Authority**

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

By: \_\_\_\_\_  
Kevin Kane  
Executive Director

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**EXHIBIT "A"**  
*"PROJECT SPECIFIC SCOPE OF WORK"*

**EXHIBIT "B"**  
*"PROJECT SPECIFIC FEES"*

**COOPERATIVE AGREEMENT NO XXX**  
**BY AND BETWEEN SAN BERNARDINO COUNTY TRANSPORTATION**  
**COMMISSION**  
**AND**  
**MORONGO BASIN TRANSIT AUTHORITY**  
**FOR**  
**TEMPORARY FURNISHING OF STAFF ASSISTANCE FOR PROJECT**  
**DEVELOPMENT, DESIGN, AND CONSTRUCTION MANAGEMENT**

**THIS COOPERATIVE AGREEMENT** (“Agreement”) is effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the San Bernardino County Transportation Commission (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Morongo Basin Transit Authority (“MBTA”), a public agency formed under a Joint Powers Agreement, whose address is 62405 Verbena Road, Joshua Tree, California, 92252. SBCTA and MBTA are each a “Party” and collectively are the “Parties” as identified herein.

**RECITALS:**

**WHEREAS**, SBCTA, as the Transportation Commission for San Bernardino County, has the responsibility to oversee and coordinate the provision of public transportation services and allocation of local, state and Federal funds for the County; and

**WHEREAS**, MBTA provides Dial-a-Ride, Fixed-Route, and Deviated Fixed-Route public transportation service in ten communities of San Bernardino County including Joshua Tree, Twentynine Palms, Yucca Valley, Morongo Valley, and Landers. MBTA also provides commuter and weekend service between Twentynine Palms Marine Corps Base and Palm Springs, California; and

**WHEREAS**, MBTA anticipates the need for new or expanded operating facilities and/or transit centers to support its public transit service operations (the “Projects”), and is in need of on-call project development/ management/engineering support services; and

**WHEREAS**, SBCTA has certain project development/ management/engineering Staff and/or On-Call Consultants under contract (collectively referred to as SBCTA STAFF) that are or can become available to assist MBTA; and

**NOW, THEREFORE**, SBCTA and MBTA in consideration of the mutual covenants hereinafter set forth and intending to be legally bound hereby agree as follows:

**1. Project Management Responsibilities**

- a. Overall Project Management Responsibility for the Projects as identified in Exhibit “A” Scope of Work shall remain with MBTA.

- b. MBTA's Project Manager or his/her designee shall provide direction to SBCTA STAFF assisting MBTA on the Projects as identified in Exhibit "A" Scope of Work.

## 2. SBCTA Responsibilities

- a. SBCTA shall provide project development / management / engineering support services through a combination of SBCTA STAFF, to MBTA, for support of the Projects as identified in Exhibit "A" Scope of Work.
- b. The total not-to-exceed cost for services provided by SBCTA as described in Exhibit "A" for which MBTA shall reimburse SBCTA under this AGREEMENT shall not exceed \$ [REDACTED] over the term of this AGREEMENT, unless subsequently amended by mutual agreement of the Parties. The specific SBCTA STAFF positions, their rates and estimated Other Direct Costs are identified in Exhibit "B" - SBCTA Billing Rate Schedule.
- c. SBCTA STAFF selected for this assignment shall be selected by SBCTA with the review and concurrence of MBTA, and are subject to change. SBCTA shall endeavor to make the SBCTA STAFF selected for services provided on the Project available full or part time for a minimum of XX months.
- d. SBCTA STAFF will recognize and follow all applicable rules, regulations or policies established by MBTA and provided to SBCTA STAFF affecting or pertaining to operation of the Project site(s), when SBCTA STAFF are performing services.
- e. SBCTA STAFF shall work full or part time as needed per Exhibit "A" Scope of Work, but not to exceed a forty (40) hour workweek and shall be on the same schedule as SBCTA's regular employees unless other work schedule arrangements are agreed by SBCTA's Executive Director or designee in writing.
- f. SBCTA STAFF working on the Projects shall acknowledge that certain confidential or proprietary information belonging to MBTA may become available to them, and as such, shall maintain such confidentiality.
- g. SBCTA STAFF are assigned to MBTA only for the purposes and to the extent set forth in this Agreement. SBCTA STAFF'S relationship to MBTA and its subsidiaries and clients shall during the period of this assignment and services hereunder be that of a SBCTA employee or independent consultant, as applicable, working in a professional manner. SBCTA STAFF shall not be considered as having an employee status with MBTA or being entitled to participate in any plans or benefits of MBTA for its regular employees. SBCTA assumes full responsibility for all employment contributions, taxes, withholding, etc, (Employer withholdings) under any state and local laws, as applicable for SBCTA's employees and shall require SBCTA's On-Call Consultants to assume full responsibility for Employer withholdings for On-Call Consultants staff assigned to the project.
- h. SBCTA shall invoice MBTA no more frequently than monthly, and no less than quarterly for the services provided for that period, based on actual hours worked and using the fully-burdened hourly rates for direct employees, and the approved hourly billing rates for assigned consultant staff. Such fully-burdened hourly rates shall be specific to each position type, will be disclosed to MBTA in advance, and will be consistent with the labor rate in Exhibit "B".

SBCTA'S fully-burdened employee hourly rates shall include employee labor rates, fringe, benefits and overhead items such as workers' compensation, insurance, computers, office space and phone. For SBCTA On-Call Consultants assigned to the Project, SBCTA shall invoice MBTA the amount so billed by the On-Call Consultants for the Project work during the invoice period. With each invoice, SBCTA shall also identify any actual Project-related administrative, travel and other direct costs incurred by SBCTA STAFF in managing MBTA's project. Mileage shall be billed based on the current, approved Internal Revenue Service rate. However, SBCTA shall not apply a flat administrative fee or percentage.

### 3. MBTA Responsibilities

- a. MBTA shall direct and control the work activities of the SBCTA STAFF on Project work described herein, and shall be responsible for providing a safe place to work in compliance with all safety laws and regulations while working at MBTA-designated work site(s). MBTA is not responsible for the health or safety of any SBCTA STAFF due to injuries or property damage caused by others not within the control of MBTA at any Project site.
- b. MBTA shall furnish SBCTA STAFF with a copy of applicable rules, regulations and policies that MBTA deems necessary to implement the provisions in Section 2.d above.
- c. MBTA strictly agrees that it shall not induce, passively or actively solicit, approach or hire any of the SBCTA STAFF so long as this agreement is in effect and for a period of one (1) year thereafter except if mutually agreed in writing by SBCTA, MBTA, and, if applicable, On-Call Consultants under contract, on a case by case basis.
- d. Upon receipt of the SBCTA invoice, MBTA shall approve and make prompt payment on all invoices or explain in writing to the SBCTA Contact identified in Section 8 below (or designee), the reason for disapproval of any item within 10 business days of receipt. MBTA payment for undisputed invoice amounts shall be made within 30 days of receipt of invoice.

### 4. SBCTA and MBTA Joint Responsibilities and Understandings

- a. If SBCTA STAFF is deemed by MBTA or SBCTA to be unqualified to perform the assignment contracted for, MBTA may request the removal and/or replacement of the SBCTA STAFF.
- b. Overtime hours shall be defined by SBCTA and approved by MBTA, and SBCTA STAFF shall not be directed by MBTA to work Overtime hours, unless agreed to in writing by both Parties.
- c. MBTA has the unilateral right to continue using services from its own contract engineer or firms selected through a competitive bidding process conducted by MBTA. SBCTA staff or on-call consultants (collectively, "SBCTA STAFF") will provide support as requested to MBTA to advance the Project. Exhibit "A", Scope of Work, provides a high-level description of the services SBCTA STAFF will supply to MBTA. More detailed scope of work elements will be discussed and agreed to between the Parties.

### 5. Indemnification

- a. To the fullest extent permitted by law, MBTA shall protect, indemnify, defend and hold harmless SBCTA and any and all of its officials, employees, volunteers, and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, and costs and expenses (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence, recklessness, or willful misconduct of MBTA, its officers, agents, employees or subconsultants, or any entity or individual that MBTA shall bear the legal liability thereof.
- b. To the fullest extent permitted by law, SBCTA shall protect, indemnify, defend and hold harmless MBTA and any and all of its officials, employees, volunteers, and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, and costs and expenses (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence, recklessness, or willful misconduct of SBCTA, its officers, agents, employees or subconsultants, or any entity or individual that SBCTA shall bear the legal liability thereof.
6. **Venue.** This AGREEMENT shall be construed and interpreted solely in accordance with the laws of the State of California.
7. **Binding Provisions.** The persons executing this AGREEMENT on behalf of the Parties hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said Parties and that, by so executing this AGREEMENT, the Parties hereto are formally bound to the provisions of this AGREEMENT.
8. **Notices.** All notices hereunder and communications required or permitted by this AGREEMENT, or changes thereto, or by law to be served on, given to or delivered to any other Party hereto by any other Party to this AGREEMENT shall be in writing or authorized in writing, and may be sent by regular mail, email or FAX. Any such notice shall be addressed to:

**Notices to SBCTA:**

Name:	Carrie Schindler
Title:	Director of Transit and Rail
Address:	1170 W. 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor
City, State Zip:	San Bernardino, California, 92410
Email:	<a href="mailto:cschindler@sanbag.ca.gov">cschindler@sanbag.ca.gov</a>
FAX:	909-885-4407

**Notices to the MBTA:**

Name: Mark Goodale  
 Title: General Manager  
 Physical Address: 62405 Verbena Road  
 City, State Zip: Joshua Tree, California, 92252  
 Email: [mark@mbtabus.com](mailto:mark@mbtabus.com)  
 FAX: 760-366-2445

**9. Other Provisions.**

- a. The headings of all sections of this AGREEMENT are inserted solely for the convenience of reference and are not part of and not intended to govern, limit, or aid in the construction or interpretation of any terms or provision thereof.
- b. The provision of this AGREEMENT shall bind and inure to the benefit of each of the Parties hereto and all successors or assigns of the Parties hereto.
- c. If any term, provision, covenant, or condition of this AGREEMENT is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this AGREEMENT shall not be affected thereby, and each term, provision, covenant or condition of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.
- d. This AGREEMENT may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same AGREEMENT. Secure electronic signatures will be permitted.
- e. This AGREEMENT may be amended in writing at any time by the mutual consent of the Parties. No amendment shall have any force or effect unless executed in writing by the Parties. The Parties agree that minor administrative changes, such as changes in assigned staff, modifications to scope-of-work elements, etc., may be approved administratively without re-approval by the Parties' Boards of Directors.
- f. SBCTA or MBTA may terminate this AGREEMENT, without cause, by delivering written notice of termination to the other Party not less than thirty (30) calendar days before the date of termination. In the event that services are underway at the time such notice of termination is issued, SBCTA and its On-Call Consultants, if assigned to the project, shall follow the termination provisions of the on-call contracts and any outstanding services up to the date of termination shall be paid for in accordance with AGREEMENT terms before termination of this AGREEMENT shall be complete.
- g. Neither this AGREEMENT, nor any of a Party's rights, obligations or duties hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.
- h. The Parties warrant that, in the performance of this AGREEMENT, they shall comply with all applicable federal, state and local laws, statutes and ordinances and lawful orders, rules and regulations promulgated thereunder.



- i. Either Party shall be excused from performing its obligations under this AGREEMENT during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood, acts of God, commandeering of material, products, plants or facilities by the federal, state or local government, national fuel shortage, or a material act or omission by the other Party, when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.
- j. Exhibit A – Scope of Work and Exhibit B – SBCTA Billing Rate Schedule are attached to and incorporated to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**San Bernardino County Transportation Authority**

**Morongo Basin Transit Authority**

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

By: \_\_\_\_\_  
Mark Goodale  
General Manager

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**EXHIBIT "A"**

*"PROJECT SPECIFIC SCOPE OF WORK"*

**EXHIBIT "B"**  
*"PROJECT SPECIFIC FEES"*

## *Minute Action*

AGENDA ITEM: 8

**Date:** *September 15, 2016*

**Subject:**

Cooperative Agreement with Mountain Area Regional Transit Authority for Maintenance Facility Study

**Recommendation:**

That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority, approve Cooperative Agreement No. 17-1001581 with the Mountain Area Regional Transit Authority to provide project development services for delivery of the Mountain Transit Facility Upgrade Study.

**Background:**

As discussed earlier in this agenda, one of the strategies identified in the County-wide Transit Efficiency Study (Study) presented to the Board in August 2015 included the temporary furnishing of SANBAG staff assistance to the local transit operators in San Bernardino County to support project development, project delivery and studies on an as-needed basis for individual projects. Based on the recommendations of the Study, cooperative agreement templates were prepared and reviewed by both our staff and the individual transit agency staff. Approval of the templates is included as a separate item in this same agenda.

Anticipating approval of the template, Mountain Area Regional Transit Authority, also known as Mountain Transit (MT), submitted a scope of services for their Mountain Transit Facility Upgrade Study with the request that SANBAG provide staff to accomplish the tasks described in the scope. MT has two existing maintenance facilities, one in Crestline and one in Big Bear. The Crestline facility has been upgraded and functions sufficiently for most of MT's administrative needs except that it does not have sufficient surface area for fleet storage and the location of the vehicle shop makes it difficult to maneuver vehicles. The Big Bear facility lacks office space, cannot accommodate larger busses, and does not have sufficient employee parking. The draft scope for the Study includes project management services, right-of-way support services, feasibility assessments, and preliminary planning for the upgrade or replacement of MT's Crestline and Big Bear Lake Facilities. Staff is working with our on-call consultants to determine the final scope of work and associated fee. Mountain Transit will be responsible to fund the cost of the study and project management service out of their available funds. Included as an attachment to this item is Contract No. 17-1001581 with Mountain Transit for SANBAG to fulfill these services. The scope of work and associated fee will be finalized prior to approval of Contract No. 17-1001581 being presented to the Board for approval.

**Financial Impact:**

*Entity: CTA*

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This item is not consistent with the adopted SANBAG Budget. Prior to presentation of Contract No. 17-1001581 to the Board for final approval a recommendation will be added identifying the budget amendment needed for SANBAG to complete these services for Mountain Transit.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. The template cooperative agreement used for Contract No. 17-1001581 was reviewed and approved by SANBAG General Counsel.

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail

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Approved  
Transit Committee  
Date: September 15, 2016  
Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 17-1001581 Amendment No.: \_\_\_\_\_ Vendor No.: 1342  
 Vendor/Customer Name: Mountain Transit Sole Source?  Yes  No  
 Description: Cooperative Agreement for SBCTA to do Maintenance Facility Study  
 Start Date: 10/05/2016 Expiration Date: 03/31/2018 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	TBD	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ -</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ -</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 10/05/2016  
 Board of Directors Action: Approve cooperative agreement with Mountain Transit

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_ % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: John H. Meier

Attachment: Contract Summary Sheet (3012 : Cooperative Agreement with Mountain Area Regional Transit Authority for Maintenance Facility

**COOPERATIVE AGREEMENT NO 17-1001581  
BY AND BETWEEN SAN BERNARDINO COUNTY TRANSPORTATION  
AUTHORITY  
AND  
MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY  
FOR  
TEMPORARY FURNISHING OF STAFF ASSISTANCE FOR MOUNTAIN  
TRANSIT FACILITY UPGRADE STUDY**

**THIS COOPERATIVE AGREEMENT** (“Agreement”) is effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Mountain Area Regional Transit Authority (“MT”), a public agency formed under a Joint Powers Agreement, whose address is 41939 Fox Farm Road, Big Bear Lake, California, 92315. SBCTA and MT are each a “Party” and collectively are the “Parties” as identified herein.

**RECITALS:**

**WHEREAS**, SBCTA, as the Transportation Commission for San Bernardino County, has the responsibility to oversee and coordinate the provision of public transportation services and allocation of local, state and Federal funds for the County; and

**WHEREAS**, MT provides Dial-a-Ride and Fixed Route public transportation service throughout the rural San Bernardino Mountain communities of the Big Bear Valley, Crestline, Lake Arrowhead, and Running Springs. Mountain Transit also provides Off-the-Mountain commuter service between these communities and the city of San Bernardino; and

**WHEREAS**, MT needs new or expanded operating facilities to support its public transit service operations and maintenance (the “Project”), and is in need of project development/ management/engineering support services; and

**WHEREAS**, SBCTA has certain project development/ management/engineering Staff and/or On-Call Consultants under contract (collectively referred to as SBCTA STAFF) that are or can become available to assist MT;

**NOW, THEREFORE**, SBCTA and MT in consideration of the mutual covenants hereinafter set forth and intending to be legally bound hereby agree as follows:

**1. Project Management Responsibilities**

- a. Overall Project Management Responsibility for the Project as identified in Exhibit “A” Scope of Work shall remain with MT.



- b. MT's Project Manager or his/her designee shall provide direction to SBCTA STAFF assisting MT on the Project as identified in Exhibit "A" Scope of Work.

## 2. SBCTA Responsibilities

- a. SBCTA shall provide project development / management / engineering support services through a combination of SBCTA STAFF, to MT, for support of the Project as identified in Exhibit "A" Scope of Work.
- b. The total not-to-exceed cost for services provided by SBCTA as described in Exhibit "A" for which MT shall reimburse SBCTA under this AGREEMENT shall not exceed *fee amount to be inserted prior to being presented to the SBCTA Board* over the term of this AGREEMENT, unless subsequently amended by mutual agreement of the Parties. The specific SBCTA STAFF positions, their rates and estimated Other Direct Costs are identified in Exhibit "B" SBCTA Billing Rate Schedule.
- c. SBCTA STAFF selected for this assignment shall be selected by SBCTA with the review and concurrence of the MT, and are subject to change. SBCTA shall endeavor to make the SBCTA STAFF selected for services provided on the Project available full or part time for a minimum of 18 months.
- d. SBCTA STAFF will recognize and follow all applicable rules, regulations or policies established by MT and provided to SBCTA STAFF affecting or pertaining to operation of the Project site, when SBCTA STAFF are performing services.
- e. SBCTA STAFF shall work full or part time as needed per Exhibit "A" Scope of Work, but not to exceed a forty (40) hour workweek and shall be on the same schedule as SBCTA's regular employees unless other work schedule arrangements are agreed by SBCTA's Executive Director or designee in writing.
- f. SBCTA STAFF working on the Project shall acknowledge that certain confidential or proprietary information belonging to MT may become available to them, and as such, shall maintain such confidentiality.
- g. SBCTA STAFF are assigned to MT only for the purposes and to the extent set forth in this Agreement. SBCTA STAFF'S relationship to MT and its subsidiaries and clients shall during the period of this assignment and services hereunder be that of a SBCTA employee or independent consultant, as applicable, working in a professional manner. SBCTA STAFF shall not be considered as having an employee status with MT or being entitled to participate in any plans or benefits of MT for its regular employees. SBCTA assumes full responsibility for all employment contributions, taxes, withholding, etc, (Employer Withholdings) under any state and local laws, as applicable for SBCTA's employees and shall require SBCTA's On-Call Consultants to assume full responsibility for Employer withholdings for On-Call Consultants staff assigned to the Project.
- h. SBCTA shall invoice MT no more frequently than monthly, and no less than quarterly for the services provided for that period, based on actual hours worked and using the fully-burdened hourly rates for direct employees, and the approved hourly billing rates for assigned consultant staff. Such fully-burdened hourly rates shall be specific to each position type, will be disclosed to MT in advance, and will be consistent with the labor rate in Exhibit "B".

SBCTA'S fully-burdened employee hourly rates shall include employee labor rates, fringe, benefits and overhead items such as workers' compensation, insurance, computers, office space and phone. For SBCTA On-Call Consultants assigned to the Project, SBCTA shall invoice MT the amount so billed by the On-Call Consultants for the Project work during the invoice period. With each invoice, SBCTA shall also identify any actual Project-related administrative, travel and other direct costs incurred by SBCTA STAFF in managing MT's project. Mileage shall be billed based on the current, approved Internal Revenue Service rate. However, SBCTA shall not apply a flat administrative fee or percentage.

### **3. MT Responsibilities**

- a. MT shall direct and control the work activities of the SBCTA STAFF on the project work described herein, and shall be responsible for providing a safe place to work in compliance with all safety laws and regulations while working at MT-designated work site(s). MT is not responsible for the health or safety of any SBCTA STAFF due to injuries or property damage caused by others not within the control of MT at any Project site.
- b. MT shall furnish SBCTA STAFF with a copy of applicable rules, regulations and policies that MT deems necessary to implement the provisions in Section 2.d above.
- c. MT strictly agrees that it shall not induce, passively or actively solicit, approach or hire any of the SBCTA STAFF so long as this agreement is in effect and for a period of one (1) year thereafter except if mutually agreed in writing by SBCTA, MT, and, if applicable, On-Call Consultants under contract, on a case by case basis.
- d. Upon receipt of the SBCTA invoice, MT shall approve and make prompt payment on all invoices or explain in writing to the SBCTA Contact identified in Section 8 below (or designee), the reason for disapproval of any item within 10 business days of receipt. MT payment for undisputed invoice amounts shall be made within 30 days of receipt of invoice.

### **4. SBCTA and MT Joint Responsibilities**

- a. If SBCTA STAFF is deemed by MT or SBCTA to be unqualified to perform the assignment contracted for, MT may request the removal and/or replacement of the SBCTA STAFF.
- b. Overtime hours shall be defined by SBCTA and approved by MT, and SBCTA STAFF shall not be directed by MT to work Overtime hours, unless agreed to in writing by both Parties.

### **5. Indemnification**

- a. Neither SBCTA nor any officer or employee or agent thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by MT and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon MT under this Agreement. It is understood and agreed that MT will fully defend, indemnify, and save harmless SBCTA and all of its officers, employees and agents from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited

to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by MT and/or its agents under this Agreement.

- b. Neither MT nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this Agreement. It is understood and agreed that SBCTA will fully defend, indemnify, and save harmless MT and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by SBCTA and/or its agents under this Agreement.
6. **Venue.** This AGREEMENT shall be construed and interpreted solely in accordance with the laws of the State of California.
7. **Binding Provisions.** The persons executing this AGREEMENT on behalf of the Parties hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said Parties and that, by so executing this AGREEMENT, the Parties hereto are formally bound to the provisions of this AGREEMENT.
8. **Notices.** All notices hereunder and communications required or permitted by this AGREEMENT, or changes thereto, or by law to be served on, given to or delivered to any other Party hereto by any other Party to this AGREEMENT shall be in writing or authorized in writing, and may be sent by regular mail, email or FAX. Any such notice shall be addressed to:

**Notices to SBCTA:**

Name: Carrie Schindler, PE  
 Title: Director of Transit and Rail Programs  
 Address: 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
 City, State Zip: San Bernardino, California, 92410  
 Email: [cschindler@sanbag.ca.gov](mailto:cschindler@sanbag.ca.gov)  
 FAX: 909-885-4407

**Notices to the MT:**

Name: Ms. Kathy Hawksford  
 Title: General Manager/Chief Executive Officer  
 Physical Address: 41939 Fox Farm Road  
 Mailing Address: PO Box 1501  
 City, State Zip: Big Bear Lake, California, 92315  
 Email: [khawksford@mountaintransit.org](mailto:khawksford@mountaintransit.org)  
 FAX: 909-963-7200

9. **Other Provisions.**

- a. The headings of all sections of this AGREEMENT are inserted solely for the convenience of reference and are not part of and not intended to govern, limit, or aid in the construction or interpretation of any terms or provision thereof.
- b. The provision of this AGREEMENT shall bind and inure to the benefit of each of the Parties hereto and all successors or assigns of the Parties hereto.
- c. If any term, provision, covenant, or condition of this AGREEMENT is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this AGREEMENT shall not be affected thereby, and each term, provision, covenant or condition of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.
- d. This AGREEMENT may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same AGREEMENT. Secure electronic signatures will be permitted.
- e. This AGREEMENT may be amended in writing at any time by the mutual consent of the Parties. No amendment shall have any force or effect unless executed in writing by the Parties. The Parties agree that minor administrative changes, such as changes in assigned staff, modifications to scope-of-work elements, etc., may be approved administratively without re-approval by the Parties' Boards of Directors.
- f. SBCTA or MT may terminate this AGREEMENT, without cause, by delivering written notice of termination to the other Party not less than thirty (30) calendar days before the date of termination. In the event that services are underway at the time such notice of termination is issued, SBCTA and its On-Call Consultants, if assigned to the project, shall follow the termination provisions of the on-call contracts and any outstanding services up to the date of termination shall be paid for in accordance with AGREEMENT terms before termination of this AGREEMENT shall be complete.
- g. Neither this AGREEMENT, nor any of a Party's rights, obligations or duties hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.
- h. The Parties warrant that, in the performance of this AGREEMENT, they shall comply with all applicable federal, state and local laws, statutes and ordinances and lawful orders, rules and regulations promulgated thereunder.
- i. Either Party shall be excused from performing its obligations under this AGREEMENT during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood, acts of God, commandeering of material, products, plants or facilities by the federal, state or local government, national fuel shortage, or a material act or omission by the other Party, when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

- j. Exhibit A – Scope of Work and Exhibit B – SBCTA Billing rate Schedule are attached to and incorporated into this agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**San Bernardino County Transportation Commission**

**Mountain Transit Area Regional Transit Authority**

By: \_\_\_\_\_  
 Raymond W. Wolfe  
 Executive Director

By: \_\_\_\_\_  
 Kathy Hawksford  
 General Manager/CEO

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Attachment: Cooperative Agreement 17-1001058 MT Maintenance Facility [Revision 2] (3012 : Cooperative Agreement with Mountain Area

## EXHIBIT "A" SCOPE OF WORK

**(DRAFT – To be finalized prior to Board)**

### Mountain Transit Facility Upgrade Study

Introduction: Mountain Transit (MT) and the San Bernardino County Transportation Authority (SBCTA) have approved a Cooperative Agreement whereby SANBAG may provide technical and administrative facility planning assistance to MT to implement facility improvement recommendations included in the 2016 MT Short Range Transit Plan (SRTP). This Statement of Work (SOW) outlines the Tasks to be provided by SBCTA under the terms of the Cooperative Agreement.

This SOW has four components:

- Project Management
- Right of way (ROW) efforts in support of land acquisition and improvements at both the Crestline and Big Bear Lake Facilities. MT currently has an interest in a property that is current for sale in Crestline, and it is anticipated that assistance regarding this parcel would be the first priority under this Scope. Further, MT is responsible for vetting the use of the existing property with the appropriate agencies and community groups in Crestline Area.
- Facility improvements at the Crestline Facility
- Facility improvements at the existing Big Bear Lake Facility purchase of another existing facility, or construction of a new facility.

While the Tasks require similar expertise for each location, they are presented as separate and distinct SOWs for the purpose of task scheduling, performance tracking, and labor tracking.

It is anticipated that SBCTA will utilize its on-call consultants to perform the work included in this scope and that all work will be done in accordance with Federal Transit Administration requirements.

### Scope of Services

#### **PART A. Project Management Efforts**

SBCTA will perform project management services in support of the project including, but not limited to, initiation and administration of Project Meetings,

development and administration of the Project Schedule, management of the Project Budget, and implementation of Quality Assurance measures.

### **PART B. ROW Support Efforts**

Task 1 - Crestline Land Acquisition.

SBCTA, acting as the MT Facility partner under the terms of the approved Cooperative Agreement will provide the following technical and administrative support to MT:

- Evaluate property options
- Provide staff assistance to negotiate and purchase land
- Provide assistance with initial land improvements for security (fencing, monitoring, etc.)

Task 2 – Big Bear Land Acquisition

SBCTA, acting as the MT Facility partner under the terms of the approved Cooperative Agreement, will provide the following technical and administrative support to MT:

- Evaluate property options,
- Provide staff assistance to negotiate and purchase land
- Provide assistance with initial land improvements for security (fencing, monitoring, etc.)

At this time it is anticipated that SBCTA will provide the necessary technical support to purchase property for either or both locations but that Mountain Transit would be the purchaser.

**PART C. MT Crestline Facility:** SBCTA, acting as the MT Facility partner under the terms of the approved Cooperative Agreement will provide the following technical and administrative support to MT:

Task 1 – Conduct MT Crestline Facility Modernization Feasibility Assessment – SBCTA will assist MT in conducting a feasibility assessment of implementing facility modernization upgrades at the MT Crestline Maintenance Shop/Bus Bay (“Crestline Facility”). This feasibility assessment will include, but is not limited to, the following subtasks:

- 1.1 Facility Requirements Assessment – in coordination with MT staff, SBCTA will conduct an assessment of required upgrades and modernization alternatives to the existing MT Crestline Facility based on the vehicle type



and quantity identified by MT to be serviced or stored at this location. This will include, but is not limited to:

- a) Conduct a needs assessment with MT staff to understand the current facility shortcomings, areas that require modernization as well as complete reconstruction, and how the current needs can be accommodated within the current Facility footprint.
  - b) Conduct an inspection of the current Crestline facility to determine structural integrity, conformance with current County codes and other agency codes as applicable;
  - c) Identify existing facility elements that can be retained during reconstruction;
  - d) Based on input from MT staff, identify needed facility improvements, including structural, electrical, plumbing, HVAC, occupational safety, exterior parking accommodations, and ancillary improvements including but not limited to physical security, landscaping, etc.
- e) Recommend whether or not a Title VI Equity Analysis for Determining the Site or Location of Facilities is needed for MT desired alternative and assist MT in completing the process.
- 1.2 Construction Business Model Assessment – SBCTA will assess options pertaining to a facility reconstruction business model (design-bid-build, design-build, etc.).
  - 1.3 Preliminary Planning – Based on the results of the Facility Requirements Assessment in 1.1, SBCTA will develop up to 3 Conceptual designs for the proposed facility. SBCTA will conduct an analysis of the 3 options and recommend a preferred option. At a minimum, the analysis will consider efficiency, cost, safety and environmental factors. SBCTA will meet with MT staff to present the conceptual options and assist in the selection of a preferred option.
  - 1.4 Preliminary Cost Estimate – SBCTA will develop a preliminary cost estimate based on the findings of Task 1.1 and the preferred option selected in Task 1.3. This cost estimate will be refined during performance of Task 2, Facility Design & Engineering.

The results of the Crestline Facility Modernization Feasibility Assessment will be documented in a Feasibility Assessment Report.



**PART D. MT Big Bear Lake Facility:** SBCTA, acting as the MT Facility partner under the terms of the approved Cooperative Agreement, will provide the following technical and administrative support to MT:

Task 1 – Conduct MT Big Bear Lake Facility Modernization Feasibility Assessment – SBCTA will assist MT in conducting a feasibility assessment for the construction of new administration, operations, and maintenance facilities, retrofit and expansion of the existing Big Bear Lake Facility, or the purchase and retrofit of an existing facility, in Big Bear Lake (Big Bear Lake Facility). This feasibility assessment will include, but is not limited to, the following subtasks:

1.1 Facility Requirements Assessment – in coordination with MT staff, SBCTA will conduct a requirements assessment for the construction of administration, operations, and maintenance facilities in Big Bear Lake. This will include, but is not limited to:

- a) Based on input from MT staff, determine space requirements for MT administration, operations, and maintenance facilities;
- b) Based on input from MT staff, determine the physical requirements of the facility, including but not limited to electric service requirements, plumbing and HVAC requirements, occupational safety, exterior parking accommodations, and ancillary improvements including but not limited to physical security, landscaping, etc.

e) Recommend whether or not a Title VI Equity Analysis for Determining the Site or Location of Facilities is needed for MT desired alternative and assist MT in completing the process.

1.2 Construction Business Model Assessment – SBCTA will assess options pertaining to a facility construction business model (design-bid-build, design-build, etc.).

1.3 Preliminary Planning – Based on the results of the Facility Requirements Assessment in 1.1, SBCTA will develop up to 3 Conceptual designs for the proposed facility. SBCTA will conduct an analysis of the 3 options and recommend a preferred option. At a minimum, the analysis will consider efficiency, cost, safety and environmental factors. SBCTA will meet with MT staff to present the conceptual options and assist in the selection of a preferred option.

- 1.4 Preliminary Cost Estimate – SBCTA will develop a preliminary cost estimate based on the findings of Task 1.1 and the preferred option selected in Task 1.3. This cost estimate will be refined during performance of Task 2, Facility Design & Engineering.

The results of the Big Bear Lake Facility Modernization Feasibility Assessment will be documented in a Feasibility Assessment Report.

**EXHIBIT "B"**  
**SBCTA BILLING RATE SCHEDULE AND OTHER DIRECT COSTS**  
**FOR PROJECT DEVELOPMENT / CONSTRUCTION MANAGEMENT /**  
**ENGINEERING SERVICES FOR MT PROJECT**

SBCTA Staff and/or On-Call Consultants likely to be assigned to Project, may include:

<b>Position</b>	<b>Fully Burdened Hourly Rate*</b>	<b>Not-to-Exceed Hours</b>	<b>Total Costs</b>
TBD based on further discussions of agency needs			
<b>Subtotal</b>			

\*These rates are based on current SBCTA budgeted rates for fully burdened employees and On Call Consultants. Hourly rates are subject to change over time based on employee salary and benefit increases as well as Consultant contract costs.

Other Direct Costs anticipated during the course of Project, may include but not be limited to:

<b>Expense Category</b>	<b>Units</b>	<b>Cost</b>	<b>Line Item Costs</b>
Miles			
Travel			
Printing/shipping/postage			
<b>Subtotal</b>			

<b>Grand Total Project Costs</b>	
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*Final fee amount to be inserted prior to Board*

## *Minute Action*

AGENDA ITEM: 9

**Date:** *September 15, 2016*

**Subject:**

California Transit Security Grant Program Applications

**Recommendation:**

That the Transit Committee recommend the Board:

- A. Rescind the SANBAG Board of Directors' prior authorization to submit the Fiscal Year 2014/2015 California Transit Security Grant Program Grant Application for the Southern California Regional Rail Authority Passenger Car Refurbishment Project.
- B. Authorize staff to submit a Modification Request to the California Office of Emergency Services for the Fiscal Year 2013/2014 California Transit Security Grant Program Grant, transferring \$154,560 from the Southern California Regional Rail Authority Passenger Car Refurbishment Project to the Redlands Passenger Rail Project.
- C. Authorize staff to submit the Fiscal Year 2014/2015, Fiscal Year 2015/2016, and Fiscal Year 2016/2017 California Transit Security Grant Program Grant Applications for an amount up to \$5,256,993 for the Redlands Passenger Rail Project.
- D. Acting in its capacity as the San Bernardino County Transportation Commission, adopt Resolution No. 17-005 authorizing the Executive Director and/or his designee to execute such documentation and take such actions as necessary for the Commission to obtain California Transit Security Grant Program Funds and comply with the terms of the California Transit Security Grant Program administered by the California Office of Emergency Services.

**Background:**

Through the issuance of general obligation bonds under the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, funding was made available to agencies and transit operators for capital projects and expenditures that provide increased protection against security and safety threats and support the development of disaster response transportation systems. The California Office of Emergency Services (Cal OES) administers such funds deposited in the Transit System Safety, Security and Disaster Response Account (TSSSDRA) under the California Transit Security Grant Program (CTSGBP), California Transit Assistance Fund (CTAF).

Government Code Section 8879.57(a)(1) requires that funds from the CTAF, made available upon appropriation by the Legislature, be allocated to the agencies that are eligible to receive State Transit Assistance (STA) funds pursuant to Sections 99313 and 99314 of the Public Utilities Code (PUC). The CTSGBP funds available to SANBAG under both PUC Sections 99313 and 99314 total \$1,752,331 per fiscal year for the life of the program. The last year of appropriation is Fiscal Year 2016/2017.

**Entity:** *CTC*

On June 3, 2015, the SANBAG Board of Directors authorized staff to submit the Fiscal Years 2012/2013, 2013/2014, and 2014/2015 CTSGP grant applications totaling \$463,680 for the Southern California Regional Rail Authority (SCRRA) Passenger Car Refurbishment Project. The Fiscal Year 2012/2013 funds lapsed while the grant application was being processed and those funds were replaced with an alternate source, so only the Fiscal Year 2013/2014 grant application has been submitted. Due to project delays, however, SCRRA will not be able to utilize the CTSGP funds within the required time frame of the grant and the SANBAG Board has taken action in September 2015 and July 2016 to rescind and replace the remaining \$309,120 in CTSGP funds. Because the Fiscal Year 2013/2014 grant application has already been submitted for the SCRRA project, staff must submit a grant modification request to assign those funds to another project.

Staff recommends rescinding the authorization from the Board of Directors to submit the Fiscal Year 2014/2015 grant application for the Passenger Car Refurbishment Project; authorizing staff to submit a grant modification request for the Fiscal Year 2013/2014 grant, transferring funds from the Passenger Car Refurbishment Project to the Redlands Passenger Rail Project in the amount of \$154,560; and authorizing staff to submit grant applications, in the amount of \$5,256,993, for the CTSGP funds available from Fiscal Years 2014/2015, 2015/2016, and 2016/2017 for the Redlands Passenger Rail Project. It should be noted that Omnitrans is also an eligible recipient of these grant funds, and while they have projects that would be eligible for these funds, staff will recommend an alternate fund source that will be more efficient to manage for those projects.

***Financial Impact:***

This item has no impact on the adopted SANBAG Fiscal Year 2016/2017 budget.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. This item and the draft resolution were reviewed by SANBAG General Counsel.

***Responsible Staff:***

Vanessa Jezik, Management Analyst II

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Approved  
 Transit Committee  
 Date: September 15, 2016

Witnessed By:

**RESOLUTION NO. 17-005**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION AUTHORIZING THE EXECUTIVE DIRECTOR TO APPLY TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES FOR CALIFORNIA TRANSIT SECURITY GRANT PROGRAM FUNDS UP TO \$3,504,662 UNDER GRANT IDENTIFICATION NUMBER 6761-0002 AND TO EXECUTE NECESSARY DOCUMENTATION TO OBTAIN THE FUNDS AND ENSURE CONTINUED COMPLIANCE WITH THE REQUISITE ASSURANCES, AND STATE AND FEDERAL LAWS**

WHEREAS, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for capital projects that provide increased protection against security and safety threats, and for capital expenditures to increase the capacity of transit operators to develop disaster response transportation systems; and

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP); and

WHEREAS, the San Bernardino County Transportation Commission (Commission) is a public entity established under the laws of the state of California and is eligible to receive CTSGP funds; and

WHEREAS, Commission will apply for Fiscal Year 2015/2016 CTSGP funds in an amount up to \$1,752,331 under grant identification number 6761-0002 and Fiscal Year 2016/2017 CTSGP funds in an amount up to \$1,752,331 under grant identification number 6761-0002; and

WHEREAS, Commission recognizes that it is responsible for compliance with all Cal OES CTSGP grant assurances, and state and federal laws, including, but not limited to, laws governing the use of bond funds; and

WHEREAS, Cal OES requires Commission to complete and submit a Governing Body Resolution for the purposes of identifying agent(s) authorized to act on behalf of Commission to execute documents and take actions necessary to obtain CTSGP funds from Cal OES and ensure continued compliance with Cal OES CTSGP assurances, and state and federal laws.

**NOW, THEREFORE**, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. The above recitals are true and correct and are incorporated in full by this reference.

Section 2. Raymond Wolfe, Executive Director of San Bernardino Associated Governments or his designee, is hereby authorized to execute such documentation for and on

behalf of Commission, and take such actions necessary to obtain and comply with the terms of a CTSGP grant to Commission up to \$3,504,662, administered by the California Office of Emergency Services under the CTSGP.

Section 3. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Commission held on October 5, 2016, by the following vote:

AYES:

NOES:

ABSENT:

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Robert A. Lovingood, Commission Chairperson

ATTEST:

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Vicki Watson  
Clerk of the Commission

## TRANSIT POLICY COMMITTEE ATTENDANCE RECORD – 2016

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Paul Eaton</b> City of Montclair	X	X	X	X		X						
<b>James Ramos</b> County of San Bernardino	X	X	X		X	X		X				
<b>Jon Harrison</b> City of Redlands	X	X	X	X	X	X		X				
<b>Bill Jahn</b> City of Big Bear Lake	X	X	X	X	X	X		X				
<b>Robert Lovingood</b> County of San Bernardino	X	X	X		X			X				
<b>Larry McCallon</b> City of Highland	X			X	X	X		X				
<b>L. Dennis Michael</b> City of Rancho Cucamonga		X	X	X	X	X						
<b>Ray Musser</b> City of Upland	X	X	X	X	X	X		X				
<b>Richard Riddell</b> City of Yucaipa	X	X	X	X	X	X		X				
<b>Alan Wapner</b> City of Ontario	X	X	X	X	X	X		X				
<b>Deborah Robertson</b> City of Rialto		X										

X = Member attended meeting.

\* = Alternate member attended meeting

Empty box = Member did not attend meeting.

Crossed out box = Not a member at the time.



*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.*

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
IIEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

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

*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