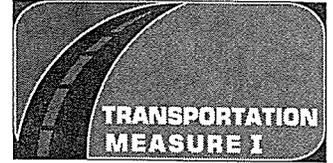




San Bernardino Associated Governments

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



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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

Commuter Rail and Transit Committee Meeting

May 17, 2012

12:00 p.m.

Location

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

Commuter Rail and Transit Committee Membership

Chair

Mayor Patrick Morris
City of San Bernardino

Mayor Larry McCallon
City of Highland

Vice Chair

Mayor Paul Eaton
City of Montclair

Mayor L. Dennis Michael
City of Rancho Cucamonga

Mayor Peter Aguilar
City of Redlands

Mayor Ray Musser
City of Upland

Mayor Bill Jahn
City of Big Bear Lake

Mayor Richard Riddell
City of Yucaipa

Council Member Mike Leonard
City of Hesperia

Council Member Alan Wapner
City of Ontario

Supervisor Neil Derry
County of San Bernardino

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

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

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

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

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

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

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

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

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

Commuter Rail and Transit Committee Meeting

May 17, 2012

12:00 p.m.

Location: SANBAG Office, 1170 West 3rd St., 2nd Fl., San Bernardino

R.S.V.P. to Denise Kadlec at (909) 884-8276 Extension 111

CALL TO ORDER

(Meeting Chaired by Mayor Patrick Morris)

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

Notes/Actions

1. Possible Conflict of Interest Issues for the Commuter Rail and Transit Committee Meeting of May 17, 2012 Pg. 6

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

Consent Calendar

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

2. Attendance Register Pg. 7

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

Discussion Items

3. **Memorandum of Understanding (MOU) C12254 with the Southern California Regional Rail Authority (SCRRA) for the Design and Construction Support for the Eastern Maintenance Facility (EMF) and Downtown San Bernardino Passenger Rail Project (DSBPRP)** Pg. 9
- Approve in concept as set forth herein, Contract No. C12254, an MOU for a not-to-exceed amount of \$225,000, between the SCRRA and SANBAG for the design review and construction support for the expansion of EMF and the DSBPRP.
Mitch Alderman
4. **Award Eastern Maintenance Facility Construction Contract No. C12217** Pg. 12
- Authorize the award of Contract No. C12217 for Construction of the Southern California Regional Rail Authority (SCRRA) Eastern Maintenance Facility (EMF) project to proceed directly to the Board of Directors for approval to award the Contract without being considered by the Commuter Rail and Transit Committee.
Mitch Alderman
5. **High Speed Rail (HSR) Memorandum of Understanding (MOU) C12197** Pg. 14
- Authorize the President to execute an amended MOU C12197 among SANBAG, the HSR Authority, and other Southern California transportation agencies in substantially the form attached, and at such time the revised MOU and attachments are finalized and have been reviewed and approved by SANBAG Counsel. **Mitch Alderman**
6. **Morongo Basin Transit Authority's (MBTA) 2012 Comprehensive Operational Analysis (COA)** Pg. 22
- Receive and file MBTA's 2012 COA Final Report.
Nancy Strickert
7. **Feasibility Study for the possible consolidation of the Victor Valley Transit Authority (VVTA), Barstow Area Transit (BAT) and Needles Area Transit (NAT)** Pg. 33
- Approve Contract No. C12255 between VVTA and SANBAG in the amount of \$50,000 for the completion of a feasibility study to examine the consolidation of transit operators VVTA, BAT and NAT. **Nancy Sticker**

Comments from Committee Members

Public Comment

ADJOURNMENT

Additional Information

Acronym List

Pg. 42

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

Meeting Procedures and Rules of Conduct

Meeting Procedures

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

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

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

Agenda Actions – Items listed on both the “Consent Calendar” and “Items for Discussion” contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

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

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

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

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

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

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

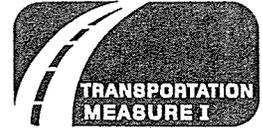
- At times, a member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote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

The Chair.

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

Courtesy and Decorum.

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



- 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: May 17, 2012

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contract No.	Contractor/Agents	Subcontractors
		None	

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

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

*

Approved
 Commuter Rail and Transit Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	CTC	CTA	SAFE	CMA
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Check all that apply.

COMMUTER RAIL AND TRANSIT POLICY COMMITTEE ATTENDANCE RECORD – 2012

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

X = Member attended meeting.

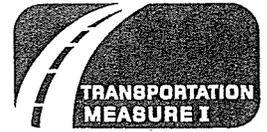
Empty box = Member did not attend meeting.

Crossed out box = Not a member at the time.

COMMUTER RAIL AND TRANSIT POLICY COMMITTEE ATTENDANCE RECORD – 2011

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

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



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

Minute Action

AGENDA ITEM: 3

Date: May 17, 2012

Subject: Memorandum of Understanding (MOU) C12254 with the Southern California Regional Rail Authority (SCRRA) for the Design and Construction Support for the Eastern Maintenance Facility (EMF) and Downtown San Bernardino Passenger Rail Project (DSBPRP).

Recommendation:* Approve in concept as set forth herein, Contract No. C12254, an MOU for a not-to-exceed amount of \$225,000, between the SCRRA and SANBAG for the design review and construction support for the expansion of EMF and the DSBPRP.

Background: The DSBPRP is comprised of two parts, the expansion of the SCRRA EMF and the extension of Metrolink service to the proposed San Bernardino Transit Center (SBTC) at Rialto Avenue and E Street. The design for the EMF portion of the project has been completed and reviewed and approved by SCRRA. Bids for the EMF work are due May 16, 2012. The design for the extension is 90% complete and has been reviewed by SCRRA, the City of San Bernardino, and staff. Completion of the environmental documentation phase is near complete with a projected certification for the California Environmental Quality Act (CEQA) in September, 2012, followed by right-of-way acquisition, and construction bidding in the first or second quarter of 2013.

The MOU represents a definition of duties to be performed by SANBAG and SCRRA during the design review and support phases of construction. A post construction maintenance and operations determination of costs will be performed

*

Approved
 Commuter Rail and Transit Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.

prior to the completion of construction and after approval of this MOU. Since the construction of the extension to the SBTC will not be completed until mid-2014, the costs for maintenance and operations of this extension will be included SANBAG's subsidy to SCRRA in the FY 14/15 budget. It is anticipated that the additional costs will be minimal as compared to the overall subsidy since only one mile of track is being added to the existing 23 miles of the San Bernardino Line owned by SANBAG.

Due to the time constraints to start construction of the EMF work this summer, staff and legal counsel have been working with SCRRA on the final MOU language leading up to this committee meeting. However, the MOU is still in draft form. In general, the essential elements of the MOU include the following:

- Responsibilities of SANBAG and SCRRA regarding the design review. SCRRA will use staff and consultants to review the SANBAG design.
- Responsibilities of SANBAG and SCRRA regarding construction support. SCRRA will use staff and consultants to perform technical assistance, infrastructure inspections, system commissioning, specification submittal reviews, definition of maintenance responsibilities by SANBAG during construction.
- Reimbursement of security system conduit installed in the existing portion of the EMF.
- Fixed not-to-exceed SCRRA cost to be paid by SANBAG with monthly invoicing. Quarterly and project end financial reports will be provided by SCRRA.
- Prior to construction completion, SCRRA to develop revised operation and maintenance costs for extension to the San Bernardino Transit Center.
- Designation of Legally Responsible Person with regard to the Storm Water pollution Prevention plans (SWPPP).
- Coordination with third-parties, e.g. – city, utilities, BNSF.
- Hazardous materials discovered during construction.
- Standard Terms and Conditions, e.g. – indemnification, insurance, termination, length MOU term, attorney's fees, compliance with laws and regulations,
- Discovery of unanticipated cultural, archaeological, and paleontological materials.
- Compliance with Rotem's lease of current EMF site.
- Damage repair to existing facilities.

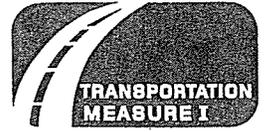
- Safety training and requirements.
- As-built documentation and training for equipment.
- Warrantees and Grantees of equipment.
- Positive Train Control as-built surveys and modifications of track charts.

On May 10, 2010, SCRRA Counsel and CFO contacted SANBAG about concerns expressed by other member agencies about the cost-sharing for the EMF construction. This cost-sharing aspect is not addressed in the proposed MOU between SCRRA and SANBAG. At the SCRRA Board meeting on Friday, May 11, SCRRA staff is seeking approval for its CEO to approve the MOU in concept pending legal approval. SANBAG Staff will report to the Committee concerning the discussions had at the May 11th SCRRA Board meeting concerning the EMF. Staff recommends that the Commuter Rail and Transit Committee authorize staff to proceed to finalize this contract with the essential elements as outlined herein with SCRRA staff and legal counsel. If the MOU is finalized then Staff will present the final form of the MOU to the Board at the June meeting

Financial Impact: Approval of this item is consistent with the FY 2011/2012 and draft FY 2012/2013 Budget, Task No. 0379 Commuter Rail Capital.

Reviewed By: This item is scheduled for review by the Commuter Rail and Transit Committee on May 17, 2012. This MOU continues to undergo legal review and dialogue between SANBAG and SCRRA Counsel. SANBAG's Counsel and Contract Manager are involved in the review of the draft MOU.

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



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

Minute Action

AGENDA ITEM: 4

Date: May 17, 2012

Subject: Award Eastern Maintenance Facility Construction Contract No. C12217

Recommendation:* Authorize the award of Contract No. C12217 for Construction of the Southern California Regional Rail Authority (SCRRA) Eastern Maintenance Facility (EMF) project to proceed directly to the Board of Directors for approval to award the Contract without being considered by the Commuter Rail and Transit Committee.

Background: The SCRRA EMF is located in the City of Colton just south of Mill Street. The project general includes reconstruction of a short section of the Lytle Creek channel, a multi-track bridge over the channel, reconfiguration and installation of new tracks, utilities, grading and storm drains.

On March 7, 2012, the Board approved plans and specifications for the project and authorized the release of the Invitation For Bids (IFB) C12217. The construction management efforts for the project will be performed by SANBAG and Parsons Program Management staff. The cooperative agreements with the State and local agencies are in place.

The project was advertised on March 16, 2012 and bids for Contract No. C12217 are scheduled to be opened on May 16, 2012. The project is estimated to be completed in approximately 1 year.

*

Approved
 Commuter Rail and Transit Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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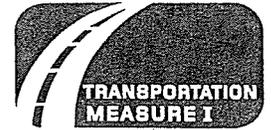
Check all that apply.

It is important to start construction as soon as possible on this project because project construction work in the Lytle Creek Channel must be completed before the start of the rainy season in October 2012. Additionally, in order to take advantage of competitive bid prices and start construction as soon as possible, staff is requesting that the award of the construction contract to the lowest responsive, responsible bidder proceed directly to the Board of Directors at the June Board meeting without further consideration by the Commuter Rail and Transit Committee.

Financial Impact: This item is consistent with the current FY 2011/2012 Budget and the draft FY 2012/2013 Budget, Task No. 0379. Additional information will be provided for the June 6, 2012 Board agenda when the lowest responsive, responsible bidder is determined.

Reviewed By: This item is scheduled for review by the Commuter Rail and Transit Committee on May 17, 2012.

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



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

Minute Action

AGENDA ITEM: 5

Date: May 17, 2012

Subject: High Speed Rail (HSR) Memorandum of Understanding (MOU) C12197

Recommendation:* Authorize the President to execute an amended MOU C12197 among SANBAG, the HSR Authority, and other Southern California transportation agencies in substantially the form attached, and at such time the revised MOU and attachments are finalized and have been reviewed and approved by SANBAG Counsel.

Background: At the February 2, 2012 SANBAG board meeting, the Board authorized the President to execute an MOU for the California HSR when the necessary attachments were completed. However, since the February board meeting, several of the parties have requested additional minor revisions to the MOU. Additionally, a project listing for the projects that can be funded under the MOU is under development.

At the time of this agenda, the project list has not been finalized; however, the parties to the MOU are to meet on Tuesday, May 15, 2012 to discuss the final list. Should the list be finalized at this meeting, a revised agenda item will be provided to the committee.

Financial Impact: This action does not affect the approved Fiscal Year 2011/2012 SANBAG Budget. However, it may result in the availability of capital for important

*

Approved
 Commuter Rail and Transit Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.

CRTC1205c-maa
 Attachment:
 C12197-01

passenger rail improvements within the region. Depending on the final criteria, these improvements might include projects such as double tracking of additional segments of the Metrolink San Bernardino Line and provision of service within the right-of-way of the High Desert Corridor.

Reviewed By: This item is to be reviewed by the Commuter Rail and Transit Committee on May 17, 2012. SANBAG Counsel and Contracts Manager have reviewed the revised Draft MOU, inclusive of the final project list.

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



CONTRACT SUMMARY SHEET

Contract No. C 12197 Amendment No. 1

By and Between

San Bernardino Associated Governments and California High Speed Rail Authority and
Southern California Transportation Agencies

Contract Description MOU for the preparation of study, design and construction of High Speed Rail through the Southern California Region.

Board of Director's Meeting Date: June 6, 2012	
Overview of BOD Action: Authorize the President to execute an amended MOU C12197 among SANBAG, the HSR Authority, and other Southern California transportation agencies at such time the revised MOU and attachments are finalized.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	0	Original Contingency Amount
	\$		\$
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>
	\$		\$
Current Amendment Amount	\$		Contingency Amendment
	\$		\$
TOTAL CONTRACT VALUE	\$		TOTAL CONTINGENCY VALUE
	\$		\$
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 0

Contract Start Date After Execution of All Parties	Current Contract Expiration Date None	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

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

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ %	<input type="checkbox"/> Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature	Date	Project Manager Signature	Date
Chief Financial Officer Signature	Date	Contracts Manager Signature	Date

DRAFT MOU

MEMORANDUM OF UNDERSTANDING CONTRACT # xxxxxx

BY AND BETWEEN

CALIFORNIA HIGH-SPEED RAIL AUTHORITY (CHSRA);

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG);

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (Metro);

ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA);

RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC);

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG);

SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG); and

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (METROLINK),

COLLECTIVELY REFERRED TO HEREIN AS THE "PARTIES", FOR THE PREPARATION OF STUDY, DESIGN AND CONSTRUCTION OF HIGH-SPEED RAIL THROUGH THE SOUTHERN CALIFORNIA REGION, INCLUDING IDENTIFIED HIGH-SPEED RAIL CORRIDORS SOUTH OF BAKERSFIELD.

RECITALS:

Whereas, the California High-Speed Rail Authority (CHSRA) is responsible for planning, building and maintaining an 800-mile statewide high-speed rail system, providing more than 600,000 jobs and improved mobility through the development of safe, clean, reliable rail technology; and

Whereas, CHSRA, in partnership with the Federal Railroad Administration has completed and certified Program EIR/EIS for a proposed California High-Speed Train (HST) network linking the major metropolitan areas of the State of California, and the HST system approved by the CHSRA includes corridors into and through Southern California; and

Whereas, the CHSRA's responsibility for planning, construction and operation of high-speed passenger train service in California is exclusively granted to CHSRA by PUC Section 185032.a.2; and

Whereas, the CHSRA is charged with accepting grants, fees and allocations from the state, from political subdivisions of the state and from the federal government, foreign governments, and private sources (PUC section 185034(4)); and

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Whereas, the CHSRA Draft Revised 2012 Business Plan proposes to incrementally develop the HST utilizing a blended system and blended operations involving coordinated passenger rail system development and operations with existing passenger rail systems, and this emphasis reflects the recognition that a key to success in developing the statewide rail network, including the high-speed system, is in coordinated infrastructure development that improves, enhances and expands the integration of high-speed and regional/local passenger rail systems; and

Whereas, this blended approach requires a series of incremental investments in local rail corridors to prepare for integrated service and operations and the CHSRA recognizes the need for a collaborative effort with regional and local agencies to identify early investment projects along existing rail corridors, that increase speed, improve safety and efficiency, and create linkages between HST and local passenger rail service; and

Whereas, local transportation improvement projects are required to be included in a Regional Transportation Plan (RTP) and both the Southern California Association of Governments (SCAG) and the San Diego Association of Governments (SANDAG) are each charged with developing a RTP every four years for their respective regions to provide guidance for transportation investments within each region, and development of regional transportation strategies to address the regions' mobility needs; and

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

Whereas, the Sustainable Communities and Climate Protection Act of 2008 (SB 375, Steinberg, Statutes of 2008) requires subsequent RTPs to include a Sustainable Communities Strategy (SCS), showing evidence of integrated planning, goals that establish and strengthen the crucial linkages between the economy, land use development and regional transportation system to improve access to jobs, education, healthcare, and regional amenities in ways that improve the overall quality of life in the region; and

Whereas, the DRAFT 2012 SCAG RTP identifies Phase 1 of the California High-Speed Rail program in the constrained plan to facilitate the development of HSR early investment projects in passenger rail corridors in the SCAG region and that the HST development objectives are consistent with achieving SB 375 goals to reduce greenhouse gas emissions by 8 percent per capita by 2020 and 16% by 2035; and

Whereas, SANDAG adopted the 2050 RTP on October 28, 2011, including a SCS, with similar transportation goals and including the Authority's Phase 2 Los Angeles to San Diego via Inland Empire HST corridor in its constrained plan and extensive capital and operations improvements along the San Diego segment of the Los Angeles - San Diego - San Luis Obispo (LOSSAN) rail corridor, the nation's second busiest passenger rail corridor, and

Whereas, the CHSRA already had an MOU in place with SCAG, Metro, OCTA, RCTC, SANDAG, SANBAG, California Department of Transportation, Division of Rail, and the San Diego County Regional Airport

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Authority that guide discussion and participation in the collaborative development of technical studies, sharing of technical information, and regional outreach coordination; and

Whereas, Metro, OCTA, SANDAG, SANBAG, RCTC and Metrolink are involved in the planning, funding, construction and/or operation of heavy and light rail transit, buses, and/or commuter train services in Los Angeles/Orange/Riverside/SANBAG/San Diego counties and are considering intermodal service integration, including linkages to the proposed HST service; and

Whereas, it is the intent and purpose of this MOU to strengthen the working relationship between CHSRA and the Parties to facilitate the development and implementation of passenger rail improvements that will improve local passenger rail service and operations while preparing designated HST corridors for eventual HST operation to achieve region-wide systems integration of rail service in Southern California; and

Whereas, the PARTIES also intend to communicate and coordinate with rail operators such as Metrolink, Amtrak, Burlington Northern & Santa Fe, Union Pacific Railroad and Caltrans' Division of Rail in the development and implementation of rail improvements and enhancements; and to include them in the California State Rail Plan.

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

1. To collaboratively agree to the statement of purpose of the MOU in order to identify and move forward with a program of early investments in the regional and local rail systems to facilitate the blended approach as described in Chapter 2 of the CHSRA Draft Revised 2012 Business plan regarding coordination of increasing interregional connectivity of the existing systems (rail, bus, airports, and highways).
2. Parties to this MOU agree to support improved rail operations in Southern California in a manner that is in keeping with the statutory requirements of Proposition 1A, and that prioritized projects supported by this MOU will emphasize the need to improve speed and operations into Southern California.
3. Parties to the MOU agree to collaboratively partner in delivering the California High-Speed Rail project to Southern California as a whole by supporting efforts to obtain funding, enhance stakeholder support, secure environmental clearance and all other aspects that will move the implementation of Proposition 1A and all its endeavors to achieve.
4. Parties to this MOU agree to collaboratively improve and increase community outreach in Southern California to improve community understanding and support of the HSRA Business Plan and proposed projects in Southern California.
5. This MOU establishes a framework for the recommendation of candidate improvement projects for consideration for funding and implementation. The framework includes the application of performance-based criteria to prioritize candidate projects, select projects for funding consideration, and a process for the Parties to achieve regional consensus on the projects to be recommended to CHSRA for funding. A subsequent

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project level MOU (or other agreement(s) may be developed to specify the details of approved projects that implement the goals of this MOU.

6. The PARTIES agree to work together through the Southern California Passenger Rail Planning Coalition to develop, refine and update the project development and selection process for projects that may be funded in whole or in part by the CHSRA that will be reviewed and approved by the Regional Chief Executive Officer's Group, which is comprised of parties to this MOU.
7. The PARTIES have developed a list of candidate rail improvement and enhancement projects attached hereto as Attachment A. This list of projects will be further refined to prioritize the projects, both according to their utility and extent that they achieve the goals identified in the CHSRA's 2012 Business Plan in implementing projects related to the "Blended Systems and Blended Operations" concept. The projects are consistent with the CHSRA's phased implementation strategy for developing the statewide High-Speed System. The candidate project list will be used to develop a "Prioritized Rail improvement List" (PRIL) for a region-wide series of rail improvements and enhancements including work on Phase 1 High-Speed Rail corridors and on feeder rail corridors that support the Blended Systems/Blended Operations model.
8. Attachment B details the performance criteria that will be used to review the candidate rail project list and refine the list through collaboration with the PARTIES to develop the PRIL. The PRIL will be completed, including approval of said list by all respective participating governing Boards of the PARTIES, by June, 2012.
9. The PRIL is intended to be incorporated into the California State Rail Plan as applicable.
10. PARTIES will utilize the PRIL to develop a specific funding plan, including investment by the California High-Speed Rail Authority, State and federal matching funds based upon an agreed strategy.
 - a. CHSRA will work with the other parties to the MOU to seek early approval and release of the \$950 million already committed to interregional service statewide.
 - b. CHSRA will commit an additional \$1 billion ~~in~~ consisting of unallocated Prop 1A funds and any other funding sources to implement the PRIL projects that meet the performance criteria identified in Attachment B by 2020.
 - c. CHSRA will work with necessary funding partners (state, private, and federal) to assist in seeking and releasing the funds necessary to implement the PRIL projects. Local agencies may provide local funds, real property or in-kind resources as matching funds where matching funds are required to qualify for grant funding. PARTIES agree to work together to identify appropriate amounts and types of local resources that may be used to support a specific PRIL project.
 - d. CHSRA and appropriate local agencies will coordinate to obtain federal and private funding using a mutually agreed upon strategic approach. In the event that funding for the HST program is constrained by statute, rescission of existing law, change in funding requirements or eligibility, reduction in funding level or availability, the

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CHSRA shall notify the Parties in a timely manner of same and provide a statement of impact of such change on the prioritized candidate list.

11. In the event that the funding provided for under this MOU is not approved by the CHSRA by 2020, the MOU is deemed to be terminated effective thirty (30) days upon notice by CHSRA.
12. Any non-CHSRA Party may withdraw from this MOU at any time prior to notice of a grant award for a PRIL project by giving notice to the other parties of the MOU of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination.
13. If through any cause, the CHSRA shall fail to fulfill in a timely and proper manner its obligations under this MOU regarding approval of the prioritized candidate list or the PRIL, the other parties to the MOU shall thereupon have the right to withdraw from the MOU by giving not less than thirty (30) days written notice of the intent to terminate and specifying the effective date thereof.

DRAFT

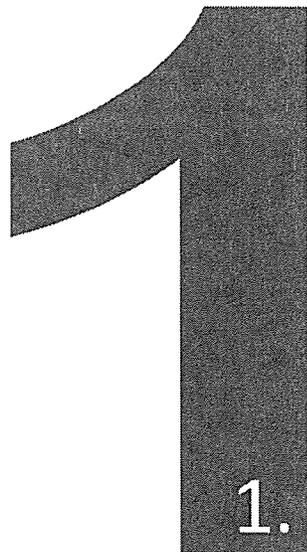
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Associates will include consideration of all task work elements (Attachment A – Executive Summary). However, the primary emphasis will be on the lessons learned during the COA process and its recommendations for improving MBTA through its service delivery and capital improvement programs.

Financial Impact: This item is informational and has no direct impact on the adopted budget. All staff activities and assistance provided to MBTA and its consultant Moore & Associates are consistent with the current adopted FY 2011/2012 Budget.

Reviewed By: This item is scheduled for review by the Commuter Rail and Transit Committee on May 17, 2012.

Responsible Staff: Nancy Strickert, Transit Analyst



**1. EXECUTIVE
SUMMARY**

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CHAPTER 1 – EXECUTIVE SUMMARY

Moore & Associates was selected by the Morongo Basin Transit Authority (MBTA) to prepare a Comprehensive Operational Analysis within the MBTA service area; comprised of Joshua Tree, Twentynine Palms, Yucca Valley, and a number of surrounding unincorporated communities. The cornerstone goal of this project is to objectively and comprehensively evaluate existing transit demand and performance of those transit services operating within the Morongo Basin (i.e., local routes, intercity routes and Ready Ride) as well as the review those policies associated with system operation.

Current service delivery includes five local deviated fixed-routes, three intercity routes, and a demand-response service (Ready Ride). The local service area spans from Twentynine Palms to the east, Yucca Valley to the west, and Twentynine Palms Marine Base and Landers to the north. Intercity services provide connections between the Twentynine Palms Marine Base and Yucca Valley, as well as Palm Springs 30 miles to the south. Service hours span from 6:00 a.m. 9:55 p.m. on weekdays; from 7:15 a.m. to 8:30 p.m. on Saturday; and 10:00 a.m. to 7:35 p.m. on Sundays. Most of the local routes operate on 60-minute frequencies, while a pair of intercity routes provide one to three round-trips daily.

MBTA Comprehensive Operational Analysis Process

A project initiation meeting was held August 17, 2011 at the MBTA offices. Attendees discussed the projected timeline, goals and outreach methodologies intended to take place throughout the project term. Moore & Associates also attended MBTA's TDA Article 8 unmet needs hearing as well as met with representatives of the local National Park Service and Morongo Basin Unified School District.

To encourage participation from Morongo Basin residents as well as current MBTA riders several outreach activities including a community intercept survey, onboard survey, dial-a-ride survey, driver survey, and six focus groups were completed. Approximately 1,065 individuals participated in this process.

Report Structure

The MBTA Comprehensive Operational Analysis is divided into six sections: Executive Summary, Goals, Objectives, and Performance Standards, Demand Analysis, Fare Analysis, Public Outreach, Service Evaluation, and Action Plan. The MBTA Action Plan includes Service Alternatives, Capital and Financial Plans, and Implementation Plan. The following narrative is intended to serve as a summary of key findings and recommendations presented within each chapter.

The Goals, Objectives, and Performance Standards (Chapter 2) advances the Performance Measurement System governing the public transit programs (i.e., fixed-route, commuter, demand-response) provided by the Morongo Basin Transit Authority. An organization's mission or visioning

statement provides a foundation for its Performance Measurement System. An effective Performance Measurement System is composed of goals, objectives, and performance standards. This establishes quantifiable criteria for MBTA to adhere to when providing safe, reliable, and cost-effective means of transportation for its residents and adjoining communities.

- Goals are statements that *qualify* the desired results. They are the end toward which efforts are directed. They are general and timeless, yet theoretically attainable.
- Objectives provide *quantifiable* measures of the goals. They are more precise and capable of both attainment and measurement.
- Standards set *quantifiable* targets for achieving the adopted goals.

The Demand Analysis (Chapter 3) includes an analysis of population, demographic, economic, and land-use data to develop a profile of the Morongo Basin Transit Authority service area. The profile results in the identification and quantification of demand for public transit service, along with local and regional travel patterns. The chapter is divided into several discussions including total population, ride-dependent populations, economic and employment profile, and trip generators.

Summary of Findings

- Joshua Tree experienced the largest percent change in population (76 percent) between 2000 and 2010 (Exhibit 3.2).
- Persons with a disability and low-income individuals (below federal poverty level) represent the largest ride-dependent groups in the MBTA service area (Exhibit 1.1).
- Persons residing in Joshua Tree indicate great reliance on public transit for personal mobility (Section 3.3).

Exhibit 1.1 Ride-Dependent Population Estimates

City/Community	2009 Estimated Total Population	Persons with a Disability ²	Zero-Vehicle Households	Individuals Below Poverty Level
Joshua Tree	5,275	31.04%	10.2%	25.1%
Twentynine Palms	32,949	15.93%	6.1%	12.9%
Twentynine Palms Marine Corps Base	-	-	-	-
Yucca Valley	20,066	25.91%	6.7%	12.9%
Twentynine Palms-Yucca Valley CCD¹	76,910	19.59%	6.0%	14.5%

¹Geography listed as Twentynine Palms-Morongo Valley census county division (CCD) in Census 2000.

²Estimate calculated from 2000 Census and 2010 Census population growth.

Source: 2005-2009 ACS Estimates

The Service Evaluation (Chapter 4) presents a summary of MBTA’s current offerings as well as a snapshot of recent performance. The chapter includes an analysis of current MBTA operations impacting day-to-day service provision intended to provide the framework for service enhancement recommendations. The chapter is divided into three primary sections:

- Program overview,

- Performance measures, and
- Ride check analysis.

Exhibit 1.2 includes performance measures for the MBTA system across the last four fiscal years (FY 2007/08 through FY 2010/11). System data reflects fixed-route services (local and intercity) as well as Ready Ride. System performance peaked in Fiscal Year 2008/09 and declined thereafter (as discussed in Chapter 4.2). Although fare revenue decreased by approximately seven percent during FY 2010/11, operating cost decreased by nearly seven percent as well.

Exhibit 1.2 System Performance Measures

Performance Measure	FY 2007/08	FY 2008/09	FY 2009/10	FY 2010/11
Operating Cost	\$1,939,575	\$2,049,573	\$2,150,255	\$2,008,616
percent change		5.7%	4.9%	-6.6%
Fare Revenue	\$358,507	\$420,679	\$406,114	\$376,934
percent change		17.3%	-3.5%	-7.2%
Vehicle Service Hours (VSH)	31,901	32,228	32,216	32,734
percent change		1.0%	0.0%	1.6%
Vehicle Service Miles (VSM)	662,787	661,799	681,722	676,399
percent change		-0.1%	3.0%	-0.8%
Ridership	346,475	383,074	357,876	354,883
percent change		10.6%	-6.6%	-0.8%
Performance Indicator				
Operating Cost/VSH	\$60.80	\$63.60	\$66.74	\$61.36
percent change		4.6%	5.0%	-8.1%
Operating Cost/VSM	\$2.93	\$3.10	\$3.15	\$2.97
percent change		5.8%	1.8%	-5.9%
Operating Cost/Passenger	\$5.60	\$5.35	\$6.01	\$5.66
percent change		-4.4%	12.3%	-5.8%
Passengers/VSH	10.86	11.89	11.11	10.84
percent change		9.4%	-6.5%	-2.4%
Passengers/VSM	0.52	0.58	0.52	0.52
percent change		10.7%	-9.3%	-0.1%
Farebox Recovery	18.5%	20.5%	18.9%	18.8%
percent change		11.0%	-8.0%	-0.6%
Fare/Passenger	\$1.03	\$1.10	\$1.13	\$1.06
percent change		6.1%	3.3%	-6.4%

Each MBTA route experienced challenges regarding on-time performance (as shown in Exhibit 1.3). The MBTA system is on-time nearly 78 percent of the time. The most common problem is late departures (approximately 16 percent of surveyed trips). Early departures were noted on Routes 3A and 3B, as well as Route 1.

Exhibit 1.3 On-Time Performance by Route

Route	System Performance				
	Early	Late	Missed	On-time	Total
Route 1 Eastbound	3.3%	21.4%	0.0%	75.2%	100.0%
Route 1 Westbound	6.6%	15.7%	2.5%	75.1%	100.0%
Route 3A	6.1%	0.0%	0.0%	93.9%	100.0%
Route 3B	4.5%	1.5%	0.0%	93.9%	100.0%
Route 7A	1.5%	1.5%	0.0%	97.0%	100.0%
Route 7B	1.8%	3.6%	0.0%	94.5%	100.0%
Route 12 Northbound	0.0%	38.9%	0.0%	61.1%	100.0%
Route 12 Southbound	0.0%	46.7%	0.0%	53.3%	100.0%
Route 15 to Palm Springs	0.0%	41.7%	16.7%	62.5%	100.0%
Route 15 to MCAGCC	0.0%	26.7%	60.0%	13.3%	100.0%
Route 21	2.4%	38.1%	9.5%	50.0%	100.0%
Total	3.9%	16.0%	2.8%	77.9%	100.0%

Exhibit 1.4 illustrates the top boarding and alighting locations across the MBTA system. The ranking is based on actual activity; it is not weighted by relative or respective ridership. Stop locations closely reflect findings in the Public Outreach Chapter regarding trip purpose.

Exhibit 1.4 Top Boarding and Alighting Locations

Top Boarding Locations	
Rank	Stop
1	Twentynine Palms Transit Center (Adobe & Cactus)
2	Kickapoo Trail @ Hwy 62 (Park & Ride)
3	Hwy 62 @ Sage (Big Lots)
4	Balsa @ Diadem
5	Yucca Valley Transit Center
Top Alighting Locations	
Rank	Stop
1	Twentynine Palms Transit Center (Adobe @ Cactus)
2	Hwy 62 @ Rotary (CMC)
3	Balsa @ Diadem (Dollar Tree)
4	Yucca Valley Transit Center
5	Hwy 62 @ Encelia (Stater Brothers)

Summary of Findings

- Routes 12 and 15 achieve significantly higher fares/passenger than other MBTA routes (Section 4.3)
- Routes 1, 3A, 3B, 7A, and 7B experienced early departures throughout all trip segments (Section 4.4).
- Route 1 had the highest boardings per trip with the highest average in the AM-Peak period (Section 4.3).

A key component to developing this report is community involvement. The Public Outreach section (Chapter 5) presents community input solicited throughout the project term. Given the number of unique communities and the variety services residents require, it was particularly important the community was involved throughout this Plan’s development. Outreach was targeted not only to those persons who currently ride transit services but also to local non-profit and community groups, and the drivers themselves. In addition, more intensive efforts were made to garner input from individuals who are dependent on public transit services for the majority of their mobility needs. To meet this project goal, we employed a comprehensive community involvement strategy which included the following community outreach and market research efforts which are discussed herein.

- Six focus groups and community presentations,
- Community survey,
- Onboard survey,
- Ready Ride customer survey, and
- MBTA driver survey.

Focus groups are listed in Exhibits 1.5.

Exhibit 1.5 Summary of Stakeholder Outreach

Organization	Activity Format	Participants	Date	Location
Reach Out Morongo	Small group	5	10/5/2011	Twentynine Palms Senior Center
Morongo Basin Mental Health Services	Small group	11	10/5/2011	55475 Santa Fe Trail, Yucca Valley
Copper Mountain College	Small group	2	10/5/2011	Copper Mountain College
Twentynine Palms Food Pantry	Open roundtable	13	10/6/2011	6450 Stardune Ave , Twentynine Palms
Unmet Needs Hearing	Public hearing	N/A	10/6/2011	Twentynine Palms Council Chambers
National Park Service	Teleconference	1	10/17/2011	N/A
Morongo Unified School District	Teleconference	2	11/10/2011	N/A

Summary of Findings

- Focus groups and outreach efforts reveal a perceived poor on-time performance (Section 5.5)
- Several drivers suggested additional Saturday service would be beneficial, specifically in Landers (Section 5.3).
- Potential service reduction by Morongo Unified School District could result in more students relying on MBTA for transportation to and from school (Section 5.5).
- Onboard Survey
 - Typical rider is adult, riding to work or school, using cash fare media.
 - Despite the large proportion of low-income ridership, respondents stated if a fare increase were instated, weekend service and expanded service hours would be preferred.
- Ready Ride customer survey
 - Riders tend to be sporadic patrons, with healthcare and shopping being the most common travel purpose,
 - Over 25-percent of respondents indicated they would be physically capable of using the fixed-route service,

- Satisfaction mirrored that of the fixed-route service wherein, the least satisfaction was with on-time performance and the highest satisfaction was cost of service.
- Driver survey
 - Drivers suggested reduced stops at the Dollar Tree off of Highway 62, and
 - Bus stop improvements, most notably lighting and signage.
- Community survey
 - The greatest need for transit services based on ride-dependency factors was found to be in Joshua Tree,
 - Most intracity home-to-work travel occurred in Twentynine Palms,
 - A quarter of respondents were low-income or had limited or no access to a personal vehicles, and
 - Most respondents who didn't have a personal vehicle would choose to get a ride from a friend or family before riding public transit.
- Focus groups
 - Request for increased frequency along Route 1 to every 30 minutes.
 - Some participants expressed dissatisfaction with on-time performance (early departures and late arrivals) as well as driver courtesy. Early departures were noted specifically on Route 1.
 - Increased weekend service requested.

The Action Plan (Chapter 6) provides recommendations, potential funding sources and an implementation timeline based on the analysis' findings. The chapter is divided into three distinct sections; Service Alternatives, Capital and Financial Plans, and the Implementation Plan.

The Service Alternatives section (Section 6.1) presents and prioritizes proposed recommendations for enhancing public transit services operating within the Morongo Basin sub-region, presents fiscal implications on current and future transit service in the study area, and identifies steps in implementing improvements in near, mid- and long-term service scenarios. In essence, it provides a "blueprint" for improving and enhancing future transit service.

What follows is a bulleted summary of recommendations by timeframe.

- Near-term: The recommendations focus on policy and marketing efforts and are forecast to require only modest time or expenses. Recommendations include:
 - Policy adherence,
 - Driver training, and
 - Customer outreach and marketing.
- Mid-term: The following recommendations would be addressed following near-term recommendations as indicated in the Action Plan:
 - System-wide fare adjustments,
 - Introduce Route 1 Sunday service,

- Add 5 minutes to schedule run times along Routes 12 and 15, and
- Update trip scheduling software.
- Long-term: The following recommendations would be addressed over a multi-year period and may be contingent upon securing additional funding:
 - Increase trip frequency along Route 1 to every 30 minutes during the AM Peak (6:00 a.m. to 9:00 a.m.) and PM Peak (3:30 p.m. to 7:00 p.m.) day-parts, and
 - Route 7A/7B realignment into a single figure-eight route covered by two vehicles.

The Capital Plan (Section 6.2) presents a framework for the ongoing development of the infrastructure necessary for the effective and efficient provision of public transit service throughout the Morongo Basin. The Capital Plan includes a detailed inventory of vehicles, facilities and other amenities, as well as a replacement schedule of existing fleet vehicles necessary to meet existing, future and recommended service needs.

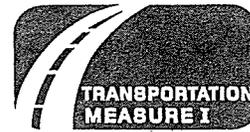
The Financial Plan (Section 6.3) provides projected fiscal impacts associated with implementing the proposed recommendations presented in the Service Alternatives Section (Chapter 6.1). Three financial plans have been developed to reflect three funding scenarios (i.e., Near-Term, Mid-Term, and Long-Term). The Financial Plans present fare projections, anticipated operating cost for each recommendation, and estimated farebox recovery ratio by mode. This section also highlights potential funding sources MBTA should consider applying for to fund the proposed recommendations as well as a fare analysis of MBTA's existing fare structure and policies.

The Fare Analysis (Chapter 6.4) reviews the Morongo Basin Transit Authority's current fare structure and policies as well as feedback from community outreach efforts conducted throughout project term to determine if fares and policies meet identified service and community need. Additionally, this section provides a fare comparison with other transit operators of similar characteristics (i.e., service area, types of service offered, population, and ridership) to illustrate MBTA's relative standing. Analysis presented in this section is used to shape recommendations regarding the fare structure presented in Chapter 6.1 – Service Alternatives.

Summary of Findings

- While many patrons stated the service was too expensive, they did concede it was more cost-effective than operating a personal vehicle.
- MBTA's single-ride local-fixed route fare is lower than its peers, however senior and person with disability rates are notably higher than comparable operators.
- MBTA's Ready Ride ridership grew between FY 2009/10 and FY 2010/11, yet Fare Revenue declined.

The Implementation Plan (Section 6.5) presents a recommended schedule of those tasks anticipated to support introduction of the recommendations presented in the Service Alternatives section. A brief narrative detailing the required resources and probable allocation of the resources is provided for each of the three timeframes.



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

Minute Action

AGENDA ITEM: 7

Date: May 17, 2012

Subject: Feasibility Study for the possible consolidation of the Victor Valley Transit Authority (VVTA), Barstow Area Transit (BAT) and Needles Area Transit (NAT).

Recommendation:* Approve Contract No. C12255 between VVTA and SANBAG in the amount of \$50,000 for the completion of a feasibility study to examine the consolidation of transit operators VVTA, BAT and NAT.

Background: In the Spring of 2011, preliminary analysis was done for the potential consolidation of VVTA, BAT, and NAT. The preliminary analysis determined that there is a potential for cost savings by consolidating operations, maintenance and administrative functions between these three transit agencies. However, the study was performed at a high level and the initial study recommended that further analysis be conducted prior to taking additional steps toward consolidation.

On March 28, 2012, SANBAG staff met with representatives from VVTA, BAT, City of Barstow, NAT and City of Needles. During the discussion, all parties were open to the potential consolidation, however, it was determined that a more thorough feasibility study be conducted to better assess the impacts of consolidation on VVTA, BAT and NAT. VVTA is currently in the early stages of their comprehensive operational analysis (COA) and the COA represents the ideal

Approved
 Commuter Rail and Transit Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	CTC	X	CTA	X	SAFE	CMA
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Check all that apply.

CRTC1205b-ns
 C12255

opportunity to assess the capital, operating, and administrative impacts that a consolidation of one agency or more could have on VVTA. Additionally, should it be advisable to consolidate one or more of the transit agencies, the COA provides an opportunity to prepare the necessary Short Range Transit Plan for the consolidated agency, thereby saving time and money by not needing to procure this type of service.

The consultant preparing the COA for VVTA is AECOM, Inc. AECOM has developed a Scope of Work for the analysis of consolidating VVTA, BAT and NAT. Based on the scope, AECOM estimates that the feasibility study would require \$50,000 to complete the feasibility study.

AECOM is under contract with VVTA for the VVTA COA and any amendment to its scope for the consolidation feasibility study will be completed through VVTA Board of Directors. Therefore, SANBAG is recommending the approval of Contract No. C12255 between SANBAG and VVTA. This contract is an agreement that passes through an amount not to exceed \$50,000 for the consolidation feasibility study. It also establishes invoicing and reporting requirements for VVTA to keep SANBAG informed of the study's progress. The Contract is included as Attachment A to this item.

Financial Impact: This item is consistent with the currently adopted SANBAG FY 2011/2012 Budget, Task No. 0309 General Transit, Local Transportation Fund (LTF) - Planning.

Reviewed By: This item is scheduled for review by the Commuter Rail and Transit Committee on May 17, 2012. This item and contract have been reviewed and approved as to form by SANBAG Counsel and Contracts Manager.

Responsible Staff: Nancy Strickert, Transit Analyst



CONTRACT SUMMARY SHEET

Contract No. C 12255 Amendment No. _____

By and Between

San Bernardino Associated Governments and Victor Valley Transit Authority

Contract Description Cooperative Agreement

Board of Director's Meeting Date: June 06, 2012
Overview of BOD Action: Approve Contract No. C12255 between VVTA and SANBAG for the amount of \$50,000 for the completion of a consolidation feasibility study.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	50,000	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	50,000	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 50,000

Contract Start Date 06/06/12	Current Contract Expiration Date 07/01/14	Revised Contract Expiration Date
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0309.
 A Budget Amendment is required.
 How are we funding current FY? LTF Planning Fund 1035

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:
 LTF Planning Fund 1035
 Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % ____.

Disadvantaged Business Enterprise (DBE) Goal ____ % Underutilized DBE (UDBE) Goal ____ %

*mm
5/11/12*

Task Manager (Print Name)
Nancy Strickert
 Project Manager (Print Name)

Signature Date 5/10/12
 Signature _____ Date _____

Contracts Manager (Print Name)
WILLIAM STAWARSKI
 Chief Financial Officer Signature (Print Name)

Signature Date 3/11/12
 Signature _____ Date _____

**COOPERATIVE AGREEMENT C12255
BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
VICTOR VALLEY TRANSIT AUTHORITY**

This COOPERATIVE AGREEMENT (“AGREEMENT”), is effective on the “Effective Date” defined herein, by and between the San Bernardino Associated Governments, a joint powers authority, hereinafter referred to as “SANBAG”, and the Victor Valley Transit Authority, a joint powers authority, hereinafter referred to as “VVTA” for the purpose of defining the roles and responsibilities of the two parties with respect to the receipt of Local Transportation Funds for the purpose of studying the consolidation of transit agencies in the Victor Valley, North Desert and Colorado River subareas of San Bernardino County. SANBAG and VVTA are each a “party” and collectively “Parties” as identified herein.

RECITALS:

WHEREAS, SANBAG is the San Bernardino County Transportation Commission; and

WHEREAS, California Public Utilities Code (PUC) Division 12, Section 130250, mandates the commission to coordinate the operation of all public transportation services within the county and shall resolve all jurisdictional disputes between public transit operators; and,

WHEREAS, VVTA, Barstow Area Transit (BAT) and Needles Area Transit (NAT) are providers of public transportation within the county; and,

WHEREAS, It is possible that these public transportation services can be provided more efficiently by fewer transit providers; and,

WHEREAS, VVTA is currently conducting a Comprehensive Operations Analysis (COA) of its public transportation services, (“Project”), which are the services identified herein as Attachment A; and

WHEREAS, BAT, NAT and VVTA desire to participate in a study to determine the feasibility of combining the three agencies into one transit agency hereinafter referred to as “Project”; and

WHEREAS, VVTA is willing to amend the contract for the COA to include the Project with the financial participation of SANBAG; and

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

SECTION I. RESPONSIBILITIES OF VVTA

- A. VVTA shall provide the services identified in Attachment A and by this reference is incorporated herein.
- B. VVTA shall notify SANBAG in writing of the date when the funding for the services included in Attachment A is encumbered by a contract.
- C. VVTA shall prepare and submit to SANBAG an original and two (2) copies of a monthly progress report and invoice for tasks included in Attachment A.
- D. VVTA shall, upon completion of the Project, prepare and submit a Project Follow-up Report to SANBAG. The Project Follow-up Report shall include documentation that all aspects of the scope included in Attachment A have been completed.
- E. VVTA agrees to indemnify, defend and hold harmless SANBAG and its authorized officers, employees, and agents from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs of expenses incurred by the indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. VVTA indemnification obligation applies to the indemnitees' "passive" negligence but does not apply to the indemnitees' "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

SECTION II. RESPONSIBILITIES OF SANBAG

- A. SANBAG shall provide technical assistance and document review to VVTA during the preparation of the Project.
- B. SANBAG's contribution to VVTA is limited to a Not-To-Exceed Amount of Fifty Thousand Dollars (\$50,000.00) to complete a study to determine the feasibility of consolidating VVTA, BAT, and NAT into one agency.
- C. To reimburse VVTA within thirty (30) calendar days after VVTA submits to SANBAG a satisfactory monthly invoice and progress report for Project.

SECTION III. MUTUALLY AGREED PROVISIONS:

- A. Term of Agreement - This Agreement shall remain in effect until July 1, 2012. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

- B. Legal Authority - SANBAG and VVTA 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.
- C. Notices - Any notices, requests, or demands made between the parties pursuant to this Agreement are to be directed as follows:

To VVTA:

Victor Valley Transit Authority
 17150 Smoketree St.
 Hesperia, CA 92345
 Attention: **Kevin Kane**
 Position: General Manager
 Phone No.: 760-948-4330

To SANBAG:

San Bernardino Associated Governments
 1170 W. Third St., 2nd Floor
 San Bernardino, CA 92401-1715
 Attention: **Mitch Alderman**
 Position: Director, Transit & Rail Programs
 Phone No.: 909-884-8276

- D. Severability - 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 of 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.
- E. Counterparts of Agreement - 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. Facsimile signatures will not be permitted.
- F. Force Majeure - 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.
- G. Assignment - Neither this Agreement, nor any of the parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either party without the prior written consent of the other party in its sole, and absolute, discretion. 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. Obligations To Comply with Law- Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes, or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, state or federal law.
- I. Governing Law- The laws of the State of California and applicable local, state and federal laws, regulations and guidelines shall govern this Agreement.
- J. The "Effective Date" of this Agreement is the date in which SANBAG executes this Agreement.

In Witness Whereof, the Parties have executed this Agreement C12255 as of the date first written below.

**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**

**VICTOR VALLEY
TRANSIT AUTHORITY**

Larry McCallon
President

Kevin Kane
General Manager

Approved as to Form:

Approved as to Form:

Penny Alexander-Kelley
SANBAG Counsel

Concurrence:

Kathleen Murphy-Perez
SANBAG Contracts Manager

ATTACHMENT A

Desert Transit Consolidation

SANBAG, San Bernardino County, and the cities of Barstow and Needles are interested in a consolidation of the Barstow and Needles transit systems with Victor Valley Transit (VVTA). This would represent a significant expansion for VVTA, and would require changing the Joint Powers Agreement at VVTA. All entities involved are concerned about what this might mean for their local subsidy and any negative impact on current services. As part of the COA for VVTA, a feasibility study for consolidating VVTA with transit operations in the cities and Barstow and Needles has been requested. Below is a scope of work and budget for a feasibility study for consolidating Barstow, Needles, and VVTA. It is assumed that SANBAG would address any legal issues in regards to modifying the JPA to facilitate consolidation.

Scope

Task 1: Description of Each Operation

This task will provide a review of the current operations in Barstow and Needles. As part of this task Consultant will request the latest budget, operations and planning documents from each system. This information will allow Consultant to have a full understanding of system operations, funding, and staffing.

Transit operations data include information on the services provided. This includes many of the same data items requested as part of the COA for Victor Valley including previous planning studies, ridership and operations statistics. Consultant would also investigate which capital facilities are available for each transit system and if they are owned or leased, as well as the future capital purchases that are funded.

Budget documents would be requested in order to understand system costs and revenues. This would include how the contractor charges the city for services operated, and how costs are allocated. Funding by source and function will also be analyzed from budget documents. This will allow for a determination of the cost and revenue impacts to the VVTA JPA for consolidating with Barstow and Needles.

Staffing will be reviewed both from the city side and from the contracted operator focusing on how functions are allocated between the staff and contractor. This will also require looking at the VVTA organization to determine what functions can be absorbed with current staff or how staffing would need to expand.

Task 2: Goals and Objectives of Consolidation

Clear goals and objectives need to be identified to determine if consolidation is feasible. To determine the goals and objectives for consolidation, stakeholder meetings will be held with key stakeholders with the City of Barstow, the City of Needles, San Bernardino County, SANBAG, and Victor Valley Transit. These meetings will focus each jurisdiction's perspective on consolidating transit services with Victor Valley Transit, what is the end result of consolidation

that they would like to see, how each jurisdiction is willing to support the consolidated transit agency, and what role each jurisdiction would have in the consolidated organization.

Task 3: Definition and Impacts of Consolidation

In this task Consultant will define and analyze consolidation scenarios. The evaluation criteria will be based on the goals and objectives determined in the previous task. The possible scenarios would range from a full consolidation of systems to consolidating oversight of systems with local control. The scenarios will be analyzed based on:

- Administrative impacts/staffing
- Operations impacts and contracts
- Budget impacts
- Capital facilities

Task 4: Operations

This task will be an analysis of the current operations at each system and update of the operating plans. Barstow has recently completed a Comprehensive Operational Analysis and this task will look at the performance of the new routes operated in Barstow. For Needles, the current services will be analyzed. Services to Fort Irwin and how they could be interact with the current B-V Link trips to better serve both the military market as well as the need for public service will also be looked at including the funding implications for Fort Irwin services.

Project budget for Victor Valley Transit Comprehensive Operational Analysis and Short Range Plan			Project Total
Name	Role	Rates	
David Sampson	Project Director	\$89.11	40
Stuart Geltman	Project Manager	\$38.37	90
Scott Baker	Expert	\$105.87	32
Planners	Planners	\$31.20	150
Total Labor Hours			312
Direct Technical Labor Budget			\$15,086
Overhead 163%			\$24,589
AECOM Fee (10%)			\$3,967
Loaded Labor Budget			\$43,642
AECOM Travel			\$5,500
Total			\$49,142

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 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

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