Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

AGENDA

Commuter Rail and Transit Committee Meeting

October 17, 2013
10:00 a.m.

Location
SANBAG
1170 W. 3rd Street, 2nd Fl.
San Bernardino, CA

Commuter Rail and Transit Committee Membership

Chair
Mayor Patrick Morris
City of San Bernardino

Vice Chair
Mayor Paul Eaton
City of Montclair

Mayor Peter Aguilar
City of Redlands

Council Member Bill Jahn
City of Big Bear Lake

Council Member Mike Leonard
City of Hesperia

Mayor Larry McCallon
City of Highland

Mayor L. Dennis Michael
City of Rancho Cucamonga

Mayor Ray Musser
City of Upland

Council Member Richard Riddell
City of Yucaipa

Council Member Alan Wapner
City of Ontario

Supervisor James Ramos
County of San Bernardino

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

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

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

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

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

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

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

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

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

AGENDA

Commuter Rail and Transit Committee Meeting

October 17, 2013
10:00 a.m.

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

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

I. Pledge of Allegiance
II. Attendance
III. Announcements
IV. Agenda Notices/Modifications – Anna Aldana

Notes/Actions

1. Possible Conflict of Interest Issues for the Commuter Rail and Transit Committee Meeting of October 17, 2013 Pg. 8

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. 9

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

Notes/Actions

Discussion Items

Transit/Commuter Rail

3. Omnitrans Comprehensive Operational Analysis Pg. 11

Receive and file the final Revenue and Cost Projections for Omnitrans Comprehensive Operational Analysis. **Justin Fornelli**

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

4. Metrolink San Bernardino Line Infrastructure Improve Strategic Analysis Pg. 15

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

Approve a Cooperative Agreement No. C14022 with the Los Angeles County Metropolitan Transportation Authority to initiate a planning study to identify and prioritize capital improvements needed to enhance commuter rail service on the Metrolink San Bernardino Line located on the San Gabriel Subdivision.**Justin Fornelli**

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 draft of this Contract.

5. Amendment of Financial Commitment to the Southern California Regional Rail Authority for Fiscal Year 2013/2014 Pg. 72

That the Committee recommend the Board:

1. Approve an increase to the Fiscal Year 2013/2014 Southern California Regional Rail Authority operating assistance allocation in the amount of $19,000 from $11,442,000 to $11,461,000 using Valley Local Transportation Funds.

2. Approve deferring disbursement of Fiscal Year 2013/2014 Valley Local Transportation Funds to Southern California Regional Rail Authority in amount equal to the State Transit Assistance Funds being withheld by the State as a result of Southern California Regional Rail Authority not submitting their Fiscal Year 2011/2012 State Controller's Report in a timely manner. **Mitch Alderman**

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

Discussion Items Continued....

Transit/Commuter Rail (Cont.)

6. Amendment No. 1 to Bikeway License Agreement C09121 to cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with the City of Redlands Pg. 74

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

1. Approve Amendment No. 1 to C09121 with the City of Redlands granting an amendment to the Bikeway license agreement on the Redlands Subdivision railroad right-of-way, City of Redlands between mile post 10.1 and 11.7; **Monica Morales**

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Bikeway license agreement.

Transportation Fund Administration

7. Memoranda of Understanding for the Section 5339 Bus and Bus Facilities Formula Grants Program Pg. 101

That the Committee recommend that the Board, acting as the San Bernardino County Transportation Commission:

1. Approve the Memorandum of Understanding C14015 among Southern California Association of Governments, Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission and San Bernardino Associated Governments for the Section 5339 Bus and Bus Facilities Formula Grants Program.

2. Approve the Memorandum of Understanding C14041 between San Bernardino Associated Governments and Omnitrans for the Section 5339 Bus and Bus Facilities Formula Grants Program.

3. Authorize the Executive Director and/or his designee to execute the Memoranda of Understanding No. C14015 and No. C14041. **Vanessa Jezik**

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has approved drafts of these agreements.

Discussion Items Continued....

Transportation Fund Administration (Cont.)

8. Memoranda of Understanding for the Section 5337 State of Good Repair Grants Program Pg. 154

That the Committee recommend that the Board, acting as the San Bernardino County Transportation Commission:

1. Approve the Memorandum of Understanding C14016 among the Southern California Association of Governments, Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission and San Bernardino Associated Governments for the Section 5337 State of Good Repair Grants Program.

2. Approve the Memorandum of Understanding C14040 among San Bernardino Associated Governments and Southern California Regional Rail Authority for the Section 5337 State of Good Repair Grants Program.

3. Authorize the Executive Director and/or his designee to execute the Memoranda of Understanding No. C14016 and No. C14040. **Vanessa Jezik**

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has approved drafts of these agreements.

9. Amendments to the Expenditure Plans for the Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account Pg. 202

That the Committee recommend that the Board, acting as the San Bernardino County Transportation Commission:

1. Approve the amendment to the Expenditure Plan for Omnitrans for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment A.

2. Approve the amendment to the Expenditure Plan for Barstow Area Transit for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment B.

3. Approve the amendment to the Expenditure Plan for Needles Area Transit for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment B.

Continue on Next Page

Agenda Item 9 Continued

4. Approve the amendment to the Expenditure Plan for San Bernardino Associated Governments for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment C.

5. Approve the amendment to the Expenditure Plan for Victor Valley Transit Authority for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment D.

6. Repeal Resolution No. 13-082 designating an authorized agent and authorizing the execution of the certifications and assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account Bond Program

7. Adopt Resolution No. 14-005 designating an authorized agent and authorizing the execution of the certifications and assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account Bond Program.**Vanessa Jezik**

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

Comments from Committee Members

Public Comment

ADJOURNMENT

Additional Information

Acronym List Pg. 211

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

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

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

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

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

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

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

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

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

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

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 1

Date: October 17, 2013

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contract No.	Contractor/Agents	Subcontractors
		None	

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

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

*

Approved
Commuter Rail and Transit Committee

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

CRTC1310z-aa

COMMUTER RAIL AND TRANSIT POLICY COMMITTEE ATTENDANCE RECORD – 2013

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

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

CRTC-ATT13

COMMUTER RAIL AND TRANSIT POLICY COMMITTEE ATTENDANCE RECORD – 2012

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

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

CRTC-ATT12

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 3

Date: October 17, 2013

Subject: Omnitrans Comprehensive Operational Analysis

Recommendation:* Receive and file the final Revenue and Cost Projections for Omnitrans Comprehensive Operational Analysis.

Background: In February 2011, SANBAG entered into a contract with AECOM to conduct a Comprehensive Operational Analysis (COA) of Omnitrans. As one of SANBAG's statutory requirements as a County Transportation Commission, SANBAG is required to periodically evaluate transit operators in the County in an effort develop efficiencies. In January of 2012, SANBAG Board approved the formation of an Ad-hoc Committee to review the findings of the COA and determine viable solutions to operational funding deficits that had been identified in the COA.

At the direction of the Ad-hoc Committee, staff from both SANBAG and Omnitrans worked together, using the COA as a basis, to identify several projected revenue funding scenarios through Fiscal Year 2019/2020 with varying levels of risk. Based on these scenarios, the Ad-hoc Committee decided to move forward with a moderate revenue funding projection. The chosen scenario consisted of increasing Local Transportation Funds (LTF) at an annual escalation factor of 3% and using the full available amount of State Transit Assistance Population (STA-Pop) funds, estimated at $3.1 million annually, for operation

*

Approved
Commuter Rail and Transit Committee

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
CRTC1310b-ns
Attachment: http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1310/AgendaItems/CRTC1310b1.pdf

expenses as opposed to capital expenses. Traditionally the STA-Pop funds, allocated to SANBAG for distribution, have been used for capital expenses in San Bernardino County. However, the California Public Utility Code Section 99314.6 allows the use of STA-Pop funds for operation expenses so long as certain efficiency standards are maintained. The chosen funding scenario requires Omnitrans maintain certain efficiencies related to total operating cost per revenue vehicle hour. The Ad-hoc was informed that there are no additional funds available to backfill STA-Pop if Omnitrans does not meet the efficiency standards in the future. Based on this fact, staff suggested that the Ad-hoc recommend the Omnitrans Board institute metrics and reporting to ensure these efficiency standards are met.

The Ad-hoc Committee also agreed with Omnitrans staff recommendations to increase fare revenues and modify the COA cost projections. These cost modifications included: reflecting no wage increases in Fiscal Year 2013/2014; a net reduction of $1 million in operating costs deducted to reflect the savings to Route 2 with implementation of sbX (cost projections already included the cost increases related to sbX operations) starting in Fiscal Year 2014/2015; and the addition of $500,000 starting in Fiscal Year 2014/2015 for the operations of the San Bernardino Transit Center.

Attachment A reflects the final financial scenario approved by the Ad-Hoc Committee. Based on revenue and cost projections assumed by the Ad-hoc Committee, the analysis shows an average operating deficit of approximately $2.5 million dollars annually, totaling approximately $13 million through FY 2019/2020. However, a capital surplus of approximately $1.5 million annually is estimated, totaling approximately $11 million in FY 2019/2020. At the direction of the Ad-hoc Committee, Omnitrans staff is currently reviewing their internal operations to find efficiencies to bridge the operational funding deficit while maintaining the existing service levels in addition to the funding needs of operating the E Street sbX BRT service.

SANBAG initiated the Omnitrans COA to identify potential efficiencies associated with administration, operation and maintenance of services in order to allow transit resources to be efficiently distributed throughout the Valley. SANBAG has a number of competing demands on its transit resources, including operational and capital project delivery of the Southern California Regional Rail Authority (SCRRA) Eastern Maintenance Facility and Downtown San Bernardino Passenger Rail, in addition to Redlands Passenger Rail, Gold Line Extension, and the San Bernardino Transit Center. Also, the creation of VTrans has resulted in an additional claimant in the San Bernardino Valley for Transportation Development Act (TDA) and Measure I funding, as allowed by state statute. LTF is the most flexible funding available to the region for

subsidizing transit operation expenses. The revenue projections used in the COA analysis reflect that starting in Fiscal Year 2014/2015, all LTF will be allocated to Metrolink and Omnitrans to subsidize operation expenses. Increases of LTF allocations to both operators will need to be limited to the actual LTF growth of approximately 3% in order to keep this funding source from going into a deficit in the near future.

Financial Impact: This item is consistent with the adopted FY 2013/2014 Budget, Task No. 0309.

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

Responsible Staff: Justin Fornelli, Chief of Transit and Rail

ATTACHMENT A

Revenue Projection Omnitrans Operating and Capital Expenses

Operating Revenue Projections - LTF & Measure I at FY 2014 level then escalated at 3%								
	Fiscal Year							
Operating Revenue Sources	2014[1]	2015	2016	2017	2018	2019	2020	**Total**
LTF	$36.35	$37.44	$38.56	$39.72	$40.91	$42.14	$43.40	$278.53
Measure I - BRT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Measure I - S&D	$5.10	$5.30	$5.60	$5.80	$6.10	$6.40	$6.70	$41.00
STA-Operator[2]	$1.10	$0.90	$0.91	$0.90	$0.90	$0.90	$0.90	$6.51
STA-Population[3]	$2.98	$3.10	$3.10	$3.10	$3.10	$3.10	$3.10	$21.58
Federal	$10.90	$10.90	$10.90	$10.90	$10.90	$10.90	$10.90	$76.30
Other	$0.39	$0.70	$0.70	$0.70	$0.70	$0.70	$0.70	$4.59
Fares[4]	$14.76	$17.20	$17.40	$17.70	$18.70	$18.90	$19.20	$123.86
Total Operating Revenue	**$71.58**	**$75.54**	**$77.17**	**$78.82**	**$81.31**	**$83.04**	**$84.91**	**$552.37**
Omnitrans Cost Projections[5,6]	**$71.58**	**$76.00**	**$79.30**	**$81.10**	**$83.70**	**$85.60**	**$87.90**	**$565.18**
Corresponding Shortfall	**$0.00**	**-$0.46**	**-$2.13**	**-$2.28**	**-$2.39**	**-$2.56**	**-$2.99**	**-$12.81**

Notes: 1 - FY 14 cost projections adjusted to reflect no wage increases and updated budget numbers.

2 - STA - Operator funds were updated to reflect current FY14 budget allocation and projected operator allocation.

3 - Use of STA -Population funds for operations requires compliance with efficiency standards defined in CPUC Section 99314.6 related to total operating cost per revenue hour annual increase to CPI.

4 - Fare revenue has been adjusted based on input from Omnitrans staff.

5 - Starting in FY 15, $1 million was deducted from Bus costs to reflect the reduction of service on Rt. 2 with implementation of sbX.

6 - O&M costs for SB Transit Center have been added.

Capital Revenue Projections								
	Fiscal Year							
Capital Revenue Sources	2014	2015	2016	2017	2018	2019	2020	**Total**
FTA Section 5307	$6.04	$6.04	$6.04	$6.04	$6.04	$6.04	$6.04	$42.28
FTA Section 5310	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FTA Section 5339	$3.53	$1.76	$1.76	$1.76	$1.76	$1.76	$1.76	$14.09
CMAQ	$5.20	$5.15	$5.18	$6.66	$5.56	$5.47	$7.62	$40.84
STA - Population Allocation	$0.17	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.17
Proposition 1B PTMISEA	$7.90	$4.05	$4.22	$2.94	$4.34	$4.67	$2.72	$30.84
Proposition 1B Transit Security	$0.13	$0.13	$0.13	$0.13	$0.13	$0.13	$0.13	$0.91
Measure I Express Bus & BRT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Capital Revenue	**$22.97**	**$17.13**	**$17.33**	**$17.53**	**$17.83**	**$18.07**	**$18.27**	**$129.13**
Omnitrans Costs Projection	**$20.34**	**$15.73**	**$15.93**	**$16.13**	**$16.43**	**$16.93**	**$17.13**	**$118.62**
Corresponding Surplus	**$2.63**	**$1.40**	**$1.40**	**$1.40**	**$1.40**	**$1.14**	**$1.14**	**$10.51**

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 4

Date: October 17, 2013

Subject: Metrolink San Bernardino Line Infrastructure Improve Strategic Analysis

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

Approve a Cooperative Agreement No. C14022 with the Los Angeles County Metropolitan Transportation Authority to initiate a planning study to identify and prioritize capital improvements needed to enhance commuter rail service on the Metrolink San Bernardino Line located on the San Gabriel Subdivision.

Background: The Los Angeles County Metropolitan Transportation Authority (LACMTA) and the San Bernardino Association of Governments (SANBAG) are interested in opportunities to upgrade the existing Metrolink San Bernardino Line to improve passenger rail safety and capacity between Los Angeles Union Station and San Bernardino. The San Bernardino Line is the route used by the Southern California Regional Rail Authority (SCRRA) running Metrolink commuter rail service between Los Angeles Union Station (LAUS) and San Bernardino. This line is on right-of-way owned by LACMTA (within Los Angeles County) and SANBAG (within San Bernardino County). The line passes through urban, residential, industrial, and commercial areas. This is the busiest line in the Metrolink system carrying more than 12,000 passengers each day with 42 trains.

*

Approved
Commuter Rail and Transit Committee

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
CRTC1310a-jrf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C14022%20MTA-SANBAG%20Coop%20-%20SB%20Line.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C14022-A%20MTA-SANBAG%20Coop.pdf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C14022-B.pdf

The average speed on the San Bernardino is approximately 40 miles an hour and travel times between San Bernardino and LAUS are presently at approximately 90 minutes. In May of 2011, Metrolink added express train service between these two destinations that reduces travel time to approximately 60 minutes.

LACMTA, working closely with SANBAG, will be the lead agency for this effort and has engaged a consultant team led by HDR Engineering, Inc. to analyze the San Bernardino Line. HDR, working closely with staff from LACMTA, SANBAG, and SCRRA will identify safety and infrastructure improvements required to increase the average train speed, reduce travel times, and enhance the overall capacity of the line. These improvements may include, double-track, sidings, possible station third-run-through tracks for express trains, station platform configurations, and added service. The consultant team will perform an analysis of the San Bernardino Line, specify infrastructure improvements that would overcome the existing operational constraints (including identifying geographical and environmental constraints), and propose an overall phased strategy (including cost estimates) to implement these improvements. In addition, the consultant team will work with LACMTA and SANBAG to develop an overall strategic and funding approach to implement the results of the study.

LACMTA and SANBAG have agreed to fund the study and the associated SCRRA reimbursement costs, consistent with SCRRA formulas for sharing of capital expenses on the San Bernardino Line, which equate to 60% LACMTA and 40% SANBAG. LACMTA has entered into agreements with HDR Engineering, Inc. and SCRRA for not-to-exceed amounts of $677,752 and $30,000, respectively. The cooperative agreement, if approved, would commit SANBAG to reimburse LACMTA for a total amount not to exceed $283,100.

Financial Impact: This item is consistent with the Fiscal Year 2013/2014 adopted budget. Funding currently exists in Task No. 0352 Commuter Rail General, State Transit Assistance Funds Rail.

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 draft of this Contract.

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

CRTC1310a-jrf

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14022 Amendment No. _____

By and Between

Los Angeles County Metropolitan Transportation Authority and San Bernardino Associated Governments

Contract Description Cooperative Agreement for Cost Sharing on the Metrolink San Bernardino Line Strategic Study

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approve a cooperative agreement with LACMTA to initiate a planning study to identify and prioritize capital improvements needed to enhance commuter rail service on the Metrolink San Bernardino Line located on the San Gabriel Subdivision.

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

CONTRACT OVERVIEW

Original Contract Amount	$	283,100	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	283,100	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	283,100

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
November 6, 2013	September 30, 2014	

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

FINANCIAL INFORMATION

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

☐ A Budget Amendment is required.

How are we funding current FY? STA-Rail

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

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

STA-Rail

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

JUSTIN FORNELLI	[signature]	10/3/13
Project Manager (Print Name)	Signature	Date
Task Manager (Print Name)	Signature	Date
Andrea Zureick	[signature]	10/4/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

SANBAG Contract No. C14022

COOPERATIVE AGREEMENT
BETWEEN
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA)
AND
SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)
FOR
COST SHARING FOR THE SAN BERNARDINO LINE STRATEGIC STUDY

THIS AGREEMENT, _____, is effective this ___ day of _____, 2013, by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the San Bernardino Associated Governments ("SANBAG") acting in its capacity as the San Bernardino County Transportation Commission.

WHEREAS, LACMTA and SANBAG desire to initiate a planning study to identify and prioritize capital improvements needed to enhance commuter rail service on the Metrolink San Bernardino Line located on the San Gabriel Subdivision ("Study");

WHEREAS, the MTA Board, in July 2012, approved the programming of up to $1,000,000 in Measure R 3% funds for the Study as part of the Regional Rail Capital Funding Plan for FY 2012-13;

WHEREAS, LACMTA approved a bench of on-call rail engineering firms and through that process, entered into a contract with HDR Engineering, attached hereto as Attachment A, to conduct the Study. Per the terms of Attachment A, HDR Engineering will conduct the Study, for a not to exceed amount of $677,752;

WHEREAS, LACMTA has entered into an agreement with the Southern California Regional Rail Authority ("SCRRA"), attached hereto as Attachment B, to reimburse SCRRA for staff time and resources used to complete the Study, in an amount not to exceed $30,000;

WHEREAS, LACMTA and SANBAG have agreed to fund the Study and the associated SCRRA reimbursement costs 60% LACMTA and 40% SANBAG;

WHEREAS, LACMTA and SANBAG have agreed that neither agency will seek reimbursement from the other for agency staff time used to complete the Study;

WHEREAS, LACMTA and SANBAG agree to attend monthly technical meetings, review meeting minutes, provide baseline operating data, and review and provide input into working papers, draft and final reports; and

WHEREAS, this Cooperative Agreement defines the specific terms, conditions and funding responsibilities between LACMTA and SANBAG for the Study.

NOW, THEREFORE, it is mutually understood and agreed by LACMTA and SANBAG as follows:

ARTICLE 1. COMPLETE AGREEMENT

This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between LACMTA and SANBAG concerning the Study and supersedes all prior representations, understandings, and communications between the parties. The above-referenced Recitals are true and correct and are incorporated by reference herein.

ARTICLE 2. RESPONSIBILITIES OF SANBAG

SANBAG agrees to the following responsibilities for the Study:

A. To reimburse LACMTA forty percent (40%) of the HDR Engineering consultant costs paid by LACMTA to complete the Study, not to exceed Two Hundred Seventy One Thousand One Hundred Dollars and eighty cents ($271,100.80) .

B. To reimburse LACMTA forty percent (40%) of the costs associated with SCRRA staff time and resources used to complete the Study, not to exceed Twelve Thousand Dollars ($12,000).

C. To pay LACMTA within 30 calendar days of receipt of an acceptable invoice and copies of relevant supporting invoices received from HDR Engineering and SCRRA for all work completed.

D. To cooperate with LACMTA in considering the preferred options identified in the Study.

E. To attend monthly technical meetings, conduct a review of meeting minutes, working papers, draft and final reports during the performance of the Study.

F. To bear its own internal staff costs incurred in connection with the Study.

ARTICLE 3. RESPONSIBILITIES OF LACMTA

LACMTA agrees to the following responsibilities for the Study:

A. To act as the lead agency for the Study.

B. To procure, contract for and pay for HDR Engineering's consultant services to conduct the Study consistent with LACMTA's policies and procedures and provide review and oversight of consultant performing Study to ensure adherence to Study schedule, quality, budget, and overall adherence to the Scope of Work contained in Attachment A and Attachment B.

C. To administer the agreement with SCRRA to reimburse SCRRA staff time and resources associated with completing the Study.

D. To attend monthly technical meetings, review and consider meeting minutes, working papers, project partner comments, and draft and final reports during performance of the Study.

E. To cooperate with SANBAG in considering the preferred options identified in the Study.

F. To manage the consultant work, review consultant invoices, and ensure that all invoicing by LACMTA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR).

G To bill SANBAG, periodically, for costs incurred, for forty percent (40%) of the HDR Engineering costs of the Study, not to exceed Two Hundred Seventy One Thousand One Hundred Dollars and eighty cents ($271,100.80) .

H. To bill SANBAG, periodically, for cost incurred, for forty percent (40%) of the SCRRA reimbursement costs associated with completing the Study, not to exceed Twelve Thousand Dollars ($12,000).

I. To forward final reports prepared by consultant to SANBAG in electronic and hard copy formats.

J. To be responsible for paying its funding share equal to sixty percent (60%) of the cost of the Study.

K. To comply with and insure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR).

K. To bear its own internal staff costs incurred in connection with the Study.

ARTICLE 4. NOTICES:

All parties notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or depositing said notices in the U.S., mail, registered, or certified mail and addressed as follows:

To SANBAG:	To LACMTA:
San Bernardino Associated Governments	Los Angeles County Metropolitan Transportation Authority
1170 W. 3rd Street, 2nd floor San Bernardino, CA 92410-1715	1 Gateway Plaza Los Angeles, CA 90012
Attention: Justin Fornelli	Attention: Jay Fuhrman
Phone: 909-884-8276	Phone: 213-922-2810
Email: jfornelli@sanbag.ca.gov	Email: fuhrmanj@metro.net

ARTICLE 5. INDEMNIFICATION

A. SANBAG shall indemnify, defend and hold harmless LACMTA, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property alleged to be caused by the negligent acts, omissions or willful misconduct by SANBAG, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

B. LACMTA shall indemnify, defend and hold harmless SANBAG, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property alleged to be caused b the negligent acts, omissions or willful misconduct by LACMTA,

its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

C. The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

ARTICLE 6. MUTUAL AGREEMENT OF BOTH PARTIES:

All parties agree to the following responsibilities and understanding regarding the Study:

A. This Agreement may be amended in writing at any time by the mutual consent of both parties. No amendment shall have any force or effect unless executed in writing by both parties.

B. Any changes to the consultant, or to the HDR Engineering Contract (Attachment A) or the SCRRA Agreement (Attachment B) shall be agreed upon, in writing, by both parties. Should either the HDR Contract or SCRRA Agreement be modified with agreement of the parties, and the modification result in either an increase or a decrease the costs of the study, the cost allocation shall continue to be LACMTA at 60% and SANBAG at 40%, unless mutually agreed upon, in writing, by both parties.

C. This Agreement remains in effect until completion and delivery of the final consultant reports of the Study, or until September 30, 2014, whichever is earlier. This Agreement may be extended by mutual written consent of the parties.

D. The Study shall be owned equally by both LACMTA and SANBAG, and as such, both agencies reserve the rights to use the data for its own purposes, to reproduce the data, and to post the Study on their respective websites.

E. LACMTA and SANBAG agree that this is an agreement to conduct a planning study only and that neither agency commits to design, construct or implement, nor to provide funding for, any of the improvements or other recommendations identified in the Study.

F. Neither HDR Engineering, nor any other person, agency or entity shall be a third party beneficiary to this agreement and all rights and obligations hereunder shall flow only between LACMTA and SANBAG.

This Agreement shall be made effective upon execution of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement MOU.SANBAGSTUDY to be executed on the date first above written.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____

Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____ Date: _____

Deputy

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____ Date: _____

W. E. Jahn
Board President

APPROVED AS TO FORM:

By: _____ Date: _____

ATTACHMENT A

LACMTA Contract #PS2415-3024-01 with HDR Engineering

ATTACHMENT A

TITLE: SAN BERNARDINO LINE INFRASTRUCTURE IMPROVEMENT STRATEGIC PLAN	PAGE 1 OF 1
1. CONTRACTOR: HDR ENGINEERING, Inc.	2. CONTRACT NO.: PS2415-3024-01
3. TASK/REVISION NO.: PS2415-3024-01-01	4. ~~TASK ORDER~~ TYPE: ☐ FFP ☐ Unit Rate ☐ T&M ☒ Other Cost Plus Fixed Fee
5. DBE/SBE /M/WBE VALP COMMITMENT FOR TASK ORDER: SBE 35.33% (subcontractors BA, PRE, Sharon Greene & Assoc., V&A)	7. TASK ORDER $ HISTORY THIS ACTION AMT.: $677,752.00 PREVIOUSLY APPROVED AMT: N/A NEW TOTAL AMT.: $677,752.00
6. PERIOD OF PERFORMANCE: Nine (9) Months from full Notice to Proceed	

Except as otherwise expressly provided herein, the Contractor shall to perform the work described below in accordance with all of the terms and conditions of the Contract referenced above.

8. SUMMARY OF WORK TO BE PERFORMED FOR TASK ORDER (SOW ATTACHED):

Provide professional engineering consulting services to perform a strategic analysis of the San Bernardino rail line including conceptual engineering in accordance with Exhibit 1, Scope of Work, attached hereto and incorporated herein by this reference and made an integral part hereof.

9. TASK DOCUMENTATION REQUIREMENTS/DELIVERABLE/ MILESTONE ITEMS: See Scope of Work attached as Exhibit 1.	10. MILESTONE/DELIVERABLE SCHEDULE See Scope of Work attached as Exhibit 1.

11. PAYMENT PROVISIONS:

In accordance with master Contract PS2415-3024-01, Article VI Compensation, as follows: In consideration of the contract items delivered under each Task Order, Metro shall pay Contractor either a Not to Exceed Price or a Firm Fixed Price. Contractor may invoice monthly upon satisfactory completion of each Task or a percentage of each Task identified in the Payment Schedule attached hereto as Exhibit 2 and as approved by the Metro Project Manager.

12. PROJECT MANAGER: Don Sepulveda, Executive Officer, Regional Rail	PHONE: (213) 922-7491

AUTHORIZED SIGNATURES

13. CONTRACTOR'S AUTHORIZED REPRESENTATIVE	14. METRO's AUTHORIZED REPRESENTATIVE
Signature	Signature
Name (Printed): Tom Kim	Name (Printed): Samira Baghdikian
Title: Senior Vice President	Title: Contract Administration Manager
Date:	Date: 7/9/13

EXHIBIT 1

SCOPE OF WORK

San Bernardino Line Infrastructure Improvement Strategic Plan

Scope of Work

02/15/2013

Introduction

The Los Angeles County Metropolitan Transportation Authority (Metro) and the San Bernardino Association of Governments (SANBAG), collectively termed "Agencies" for this scope of work, is interested in opportunities to upgrade the existing San Bernardino Line to improve passenger rail safety and capacity between Los Angeles Union Station and San Bernardino. Metro, working closely with SANBAG, will engage a consultant team to analyze this line to identify safety and infrastructure improvements required to increase the average train speed, reduce travel times, and enhance the overall capacity of the line (Project). These improvements may include, double-track, sidings, possible station third-run-through tracks for express trains, station platform configurations, and added service. The Consultant shall perform an analysis of the San Bernardino Line, specify infrastructure improvements that would overcome the existing operational constraints (including identifying geographical and environmental constraints), and propose an overall phased strategy (including cost estimates) to implement these improvements. In addition, the Consultant shall work with Metro and SANBAG to develop an overall strategic and funding approach to implement the results of the study to enhance the safety and improve travel times along this corridor.

The San Bernardino Line is the route used by the Southern California Regional Rail Authority (SCRRA) running Metrolink commuter rail service between Los Angeles Union Station (LAUS) and San Bernardino. This line is on right-of-way owned by Metro (within Los Angeles County) and SANBAG (within San Bernardino County). The line passes through urban, residential, industrial, and commercial areas. This line is the busiest line in the Metrolink system carrying more than 12,000 passengers each day with 42 trains.

The average speed on the San Bernardino is approximately 40 miles an hour and travel times between San Bernardino and LAUS are presently at approximately 90 minutes. In May of 2011, Metrolink added express train service between these two destinations that reduces 30 minutes from travel times.

Scope of Work

The Consultant will perform a strategic analysis of the corridor that will make recommendations for further engineering. The Consultant will propose at the early stages of the study a methodology that will be used for the analysis throughout the Project. This will be a deliverable in the early stage of the analysis to be commented on by the Agencies and Metrolink staff.

The Consultant will work with a Project Development Team (PDT) during the performance of the study to ascertain any improvements, desired outcomes, or any other information pertinent to the study.

The results of the analysis will be presented in a written report to the Agencies regarding these strategic enhancements including:

- Phased implementation of possible enhancements,
- Funding strategies,
- Coordination with the HSR system,
- Conceptual cost analysis,
- Conceptual level engineering,
- Benefits of phased implementation.

The Consultant will perform conceptual engineering of the proposed improvements. The intent of the study is to provide an engineering level analysis to develop conceptual level costs and benefits of the proposed improvements. These improvements will be supported by rail operations modeling utilizing the Rail Traffic Controller (RTC) software.

The Consultant will work with Metro's project manager to establish a PDT that will include the Agencies, Metrolink, and other stakeholders designated by Metro to be included in the discussions. Metro will facilitate the discussions with all stakeholders. In addition, the Consultant will provide key study findings and talking points to Metro's Project Manager for Metro and SANBAG Board updates.

The Consultant is aware that occupying Metro and SANBAG right-of-way on which Metrolink operates requires safety training, insurance, and railroad flagging. These requirements should be considered during the development of the work plan.

Task 1 – Project Management

The Consultant will establish an organization structure coordinating the efforts of the Consultant Team. The roles of the key members of the team will be clearly identified within the organization chart, proposed budget, and in this Proposal.

The Project Manager will conduct, oversee and manage the performance of the work including:

- Coordination of the development of the overall work tasks,
- Management of the schedule, budget, staff resources,
- Reporting work progress and schedule updates to the Metro Project Manager, and
- Scheduling, coordinating, and providing minutes of PDT meetings.

A Project Meetings

- The Consultant will organize and facilitate periodic project team meetings throughout the project.
- The Consultant will facilitate periodic meetings with the PDT. The frequency of these meetings will be determined with Metro's and SANBAG's Project Manager.
- The Consultant will record and document the discussions, decisions and actions agreed to at these meetings. Task specific meetings are identified within the separate tasks.

B Project Reporting

The Project Manager will provide monthly progress reports as part of the monthly invoice. The progress reports will address activities and progress within the recent billing cycle and provide upcoming deliverables and actions.

C Project Work Plan

The Consultant will present a Project Work Plan (PWP) for approval by the Agencies. This PWP will clearly identify the work process, mile stones, deliverables, critical Issues, and overall plan to execute the project.

D Project Schedule

The Consultant will provide a detailed project schedule that outlines the progress of the work. This schedule will include expected deliverables and other milestones. The Consultant will allow ten (10) business days for review of documents.

E Deliverables:

- Meeting minutes
- Monthly Progress Reports
- Project Work Plan
- Project Schedule

Assumptions

The Consultant will not be required to coordinate directly with the Cities and grade crossing improvements will only be evaluated within the limits of double track.

Task 2 – Initial Information Gathering and Outreach

A Data gathering on all rail services in the corridor.

The Consultant will conduct a site visit and review and utilize data provided by the Agencies and Metrolink for existing and planned improvements. In particular the following data will be quantified and tabulated:

- Existing infrastructure (trackage, signaling, bridges, grade crossings, etc.),
- Station platform configuration (length, width, type of platform and access),
- Existing and proposed capital improvement projects,
- Proposed HSR capital improvements,
- Identify environmental constraints that may impact the proposed improvements,
- Deferred Rehab projects,
- Safety and Accident History on line,
- Sealed Corridor Program Status,
- Other information necessary to perform the study.

B Outreach to stakeholders to obtain a clear understanding of the challenges and goals associated with the corridor.

The Consultant will schedule a project kickoff meeting to discuss the goals and work plan for the project. In particular the following information will be gathered:

- Discern priorities; meet with each stakeholder to determine individual priorities.
- Develop a matrix of existing and proposed capital and operational improvements.

C The Consultant will be provided mapping of the San Bernardino Line that includes: existing track geometry, corridor topography, other available information regarding the operations of the corridor, since it is intended to use existing information as much as possible. If the Consultant needs additional mapping, approval from Metro's project manager must be obtained prior to performing any additional mapping or survey efforts.

D Deliverables

i Matrix of existing and proposed capital improvements,

ii Matrix of information needed to perform study.

Task 3 - Safety Enhancements

The strategic analysis of the San Bernardino Line shall include implementation of enhancements to the safety and security of the railroad right-of-way that are necessary to accommodate the proposed improvements.

A The Consultant will review the corridor and make recommendations to enhance safety along the right-of-way. In particular the Consultant shall evaluate the following:

i Grade crossing enhancements – using Metrolink's recommended practices for the development of at-grade crossings, identify conceptual enhancements for grade crossings within the limits of proposed double track. The Consultant will look at existing traffic configurations, although traffic studies and advanced hazard analysis are not part of this Scope of Work.

ii Right-of-way security – identify locations where additional right-of-way security will be needed to accommodate the proposed improvements. The Consultant shall work with Metro's Project Manager and the PDT to ascertain critical locations.

iii Deliverables;
Within the body of the report, identify and make recommendations on the implementation of proposed enhancements. Will develop line work for the proposed improvements to be included in the proposed plans.

Assumptions:

The Consultant team will only evaluate grade crossing safety enhancements for grade crossings within the limit of double track locations and will not coordinate with the Cities on this particular aspect of the project.

Task 4 – Modeling

The Consultant will develop an operational model of the San Bernardino Line. This model will be used to identify and prioritize infrastructure improvements along the corridor. The parameters for the model will be the current year, a defined horizon year, and a third alternative

that is to be determined. The Consultant will develop the overall modeling exercise with input from the Agencies and Metrolink.

Task 5 - Infrastructure Improvements

In accordance with the goals of the study, the Consultant will identify infrastructure improvements that will enhance the overall increased ridership/improved operations of the San Bernardino Line between San Bernardino and LAUS. The Agencies and Metrolink will provide the Consultant with information on additional infrastructure improvements. Using the corridor mapping and geometric data supplied by Metro and Metrolink, the Consultant will perform a conceptual analysis of the alignment and right-of-way to increase the average operating speed and capacity of the corridor. Ridership projections are not a part of this scope. Specifically the following shall be addressed:

A Minimizing curves – identify locations where curves can be improved to increase the average speed. Identify the impacts of any proposed conceptual alignment including; right-of-way, environmental, and other impacts that may be created with the new alignment.

B Additional trackage or track upgrades – identify locations where double track or triple track may be necessary to accomplish the goals of the Project. Identify where existing track could be upgraded to increase the overall speed. The Consultant will look at a phased approach to double tracking within the phased study that could include new or extended sidings.

C Special track work – identify locations where additional crossovers or universals may be necessary.

D Signal impacts – identify the impacts to signals and conceptual additions to the signal system to meet the needs of the study. Detailed signal design is not part of this Scope of Work.

E Stations – Determine the length, width, and number of platforms needed to meet future operational expansions. This may include either side or center platforms. Also examine the possible need for pedestrian under/over-passes.

F Identify environmental constraints that may impact the proposed improvements.

G Deliverables:

i Drawings showing conceptual track alignment improvements including associated impacts. The Consultant will provide:

- Top level conceptual drawings with 1"=1000' scale drawings and highlight areas of potential improvements
- Schematic plans with 1"=200' to show alignment improvements
- Typical drawings with site-specific information and identify typical improvements
- Exhibits for presentation in either PDF or Google Earth (KML) format.
- Prepare a summary discussion of issues and required improvements

ii Identify potential environmental constraints and issues that affect the implementation of any proposed infrastructure improvements.

iii Phased approach to the improvements.

Task 6 - Conceptual Cost Estimates and Phased Approach

The Consultant will provide conceptual cost estimates for the phased implementation of the work. The Consultant will develop the overall phasing in meetings with the PDT and Metro's Project Manager.

A Deliverables

i Conceptual cost estimates and phasing plan of proposed improvements.

Task 7 – Prioritization Strategy

The Consultant will develop a prioritization strategy for the phased implementation of the proposed enhancements/improvements. This strategy will identify the cost versus relative gain and provide an analysis of the impacts of the phasing.

A Deliverable

i Prioritization tables and text necessary to identify the phased implementation of an overall program.

Assumptions:

The Consultant team will only evaluate grade crossing improvements within limits of proposed double track and we will not be responsible for coordinating with the Cities

Task 8 – Preparation of Final Report and Presentation

The Consultant will prepare a report addressing the conclusions of each task for the Project. The Consultant will assume that a draft report will be issued for review and comment by the Agencies and Metrolink and the incorporation of those comments in the final report.

The Consultant will provide the necessary Project materials for use by the Agencies for presentations to their respective boards and committees. These materials may include, but are not limited to Power Point presentations, display boards, and other printed materials for agenda item staff reports.

A Deliverable

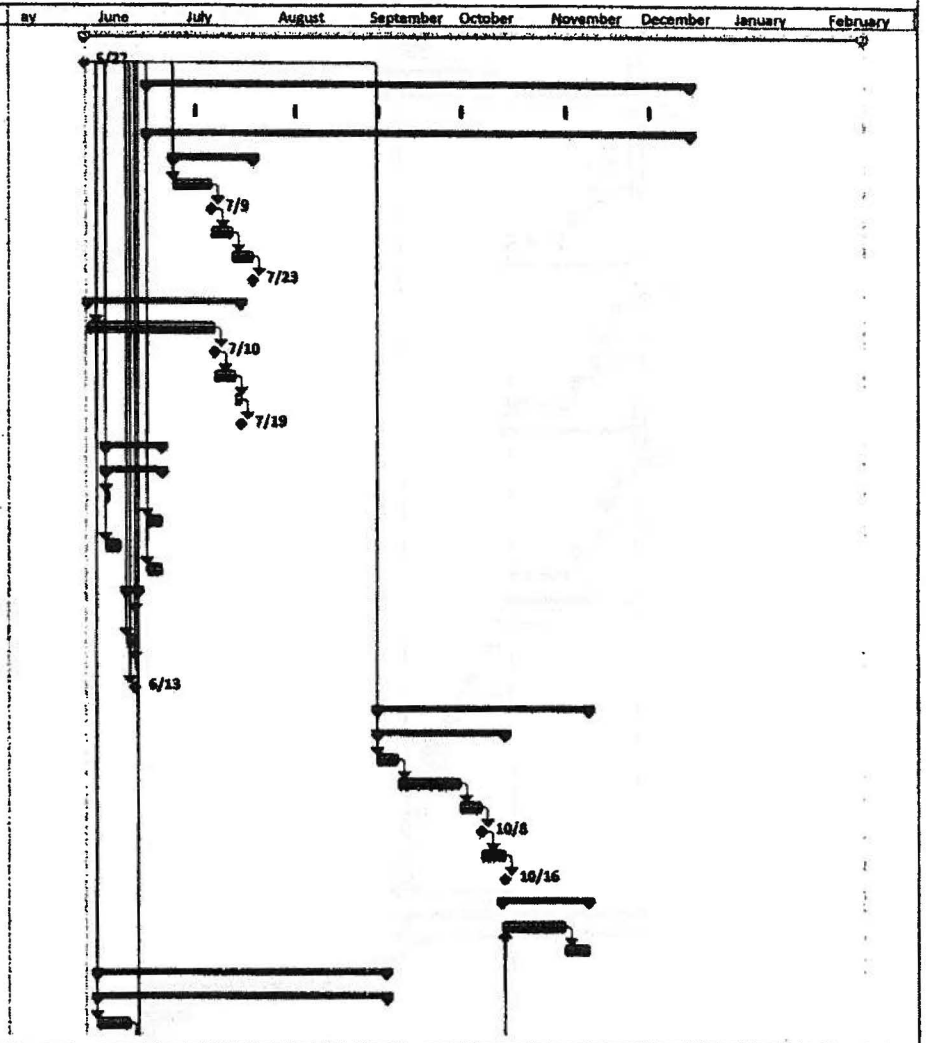
i Draft report

ii Final report

iii Board presentation content – key findings of study

LACMTA Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan

ID	Task Name	Duration	Start	Finish	Predecessors
0	LACMTA Metrolink San Bernardino Line Infrastructure Strategic Plan	177 days	Mon 5/27/13	Tue 2/11/14	
1	Notice to Proceed	0 days	Mon 5/27/13	Mon 5/27/13	
2	1.0 Project Management	125 days	Mon 6/17/13	Mon 12/16/13	
3	1.1 Project Meetings	104 days	Wed 7/3/13	Tue 12/3/13	
10	1.2 Project Reporting	125 days	Mon 6/17/13	Mon 12/16/13	
26	1.3 Project Work Plan	18 days	Wed 6/26/13	Tue 7/23/13	
27	1.3.1 Develop Project Work Plan	6 days	Wed 6/26/13	Mon 7/8/13	1FS+21 days
28	Submit for Agency Review	0 days	Tue 7/9/13	Tue 7/9/13	27
29	1.3.2 LACMTA, SANBAG & SCRRA Review of Project Work Plan	5 days	Tue 7/9/13	Mon 7/15/13	28
30	1.3.3 Revise Work Plan to Address Review Comment	5 days	Tue 7/16/13	Mon 7/22/13	29
31	Final Submittal	0 days	Tue 7/23/13	Tue 7/23/13	30
32	1.4 Project Schedule	37 days	Tue 5/28/13	Fri 7/19/13	
33	1.4.1 Develop Project Schedule	30 days	Tue 5/28/13	Tue 7/9/13	1
34	Submit for Agency Review	0 days	Wed 7/10/13	Wed 7/10/13	33
35	1.4.2 LACMTA, SANBAG & SCRRA Review of Project Schedule	5 days	Wed 7/10/13	Tue 7/16/13	34
36	1.4.3 Revise Schedule to Address Review Comments	2 days	Wed 7/17/13	Thu 7/18/13	35
37	Final Submittal	0 days	Fri 7/19/13	Fri 7/19/13	36
38	2.0 Initial Information Gathering and Outreach	15 days	Mon 6/3/13	Fri 6/21/13	
39	2.1 Data Gathering	15 days	Mon 6/3/13	Fri 6/21/13	
40	2.1.1 Conduct Site Visit	1 day	Mon 6/3/13	Mon 6/3/13	1FS+4 days
41	2.1.2 Review & Tabulate Data Provided by Agencies & Metrolink	5 days	Mon 6/17/13	Fri 6/21/13	1FS+14 days
42	2.1.3 Identify Data Needed to Perform the Study	5 days	Mon 6/3/13	Fri 6/7/13	1FS+4 days
43	2.1.4 Identify Environmental Constraints	5 days	Mon 6/17/13	Fri 6/21/13	1FS+14 days
44	2.2 Stakeholder Outreach	4 days	Mon 6/10/13	Thu 6/13/13	
45	2.2.1 Project Kickoff Meeting	1 day	Thu 6/13/13	Thu 6/13/13	1FS+12 days
46	2.2.2 Develop a Matrix of Existing & Proposed Improvement	4 days	Mon 6/10/13	Thu 6/13/13	1FS+9 days
47	2.2.3 Meetings with Stakeholders	1 day	Thu 6/13/13	Thu 6/13/13	1FS+12 days
48	2.3 Mapping (If Deemed Necessary by LACMTA)	0 days	Thu 6/13/13	Thu 6/13/13	1FS+12 days
49	3.0 Safety Enhancements	49 days	Tue 9/3/13	Tue 11/12/13	
50	3.1 Grade Crossing Enhancement	30 days	Tue 9/3/13	Wed 10/16/13	
51	3.1.1 Review Existing Grade Crossing	5 days	Tue 9/3/13	Mon 9/9/13	1FS+68 days
52	3.1.2 Identify Conceptual Enhancements in the Report	15 days	Tue 9/10/13	Mon 9/30/13	51
53	3.1.3 QA/QC Review of Conceptual Enhancements	5 days	Tue 10/1/13	Mon 10/7/13	52
54	Submit for Agency Review	0 days	Tue 10/8/13	Tue 10/8/13	53
55	3.1.4 LACMTA, SANBAG & SCRRA Review of Enhancements	5 days	Tue 10/8/13	Tue 10/15/13	54
56	Final Submittal	0 days	Wed 10/16/13	Wed 10/16/13	55
57	3.2 Right-of-Way Security	20 days	Tue 10/15/13	Tue 11/12/13	
58	3.2.1 Identify Limits of New Right of Way Security	15 days	Tue 10/15/13	Mon 11/4/13	80
59	3.2.2 QA/QC Review of New Right of Way Security	5 days	Tue 11/5/13	Tue 11/12/13	58
60	4.0 Modeling	68 days	Fri 5/31/13	Thu 9/5/13	
61	4.1 Develop Operational Model	68 days	Fri 5/31/13	Thu 9/5/13	
62	4.1.1 Develop Operations Model	7 days	Fri 5/31/13	Mon 6/10/13	1FS+3 days

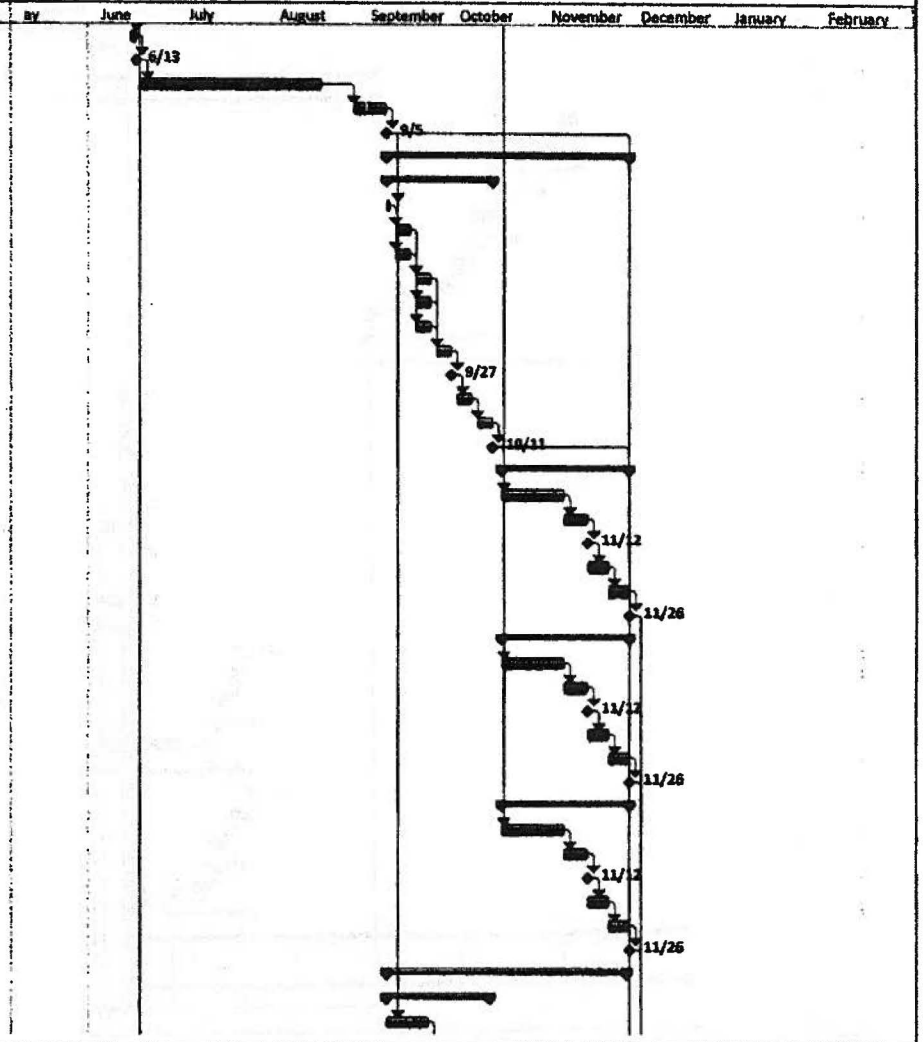


Project: LACMTA Metrolink San B
Date: Fri 8/30/13

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline | Progress

LACMTA Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan

ID	Task Name	Duration	Start	Finish	Predecessors
63	4.1.2 QA/QC of Operations Model	2 days	Tue 6/11/13	Wed 6/12/13	62
64	Submit for Agency Review	0 days	Thu 6/13/13	Thu 6/13/13	63
65	4.1.3 LACMTA, SANBAG & SCRRA Review of Operations Mode	43 days	Fri 6/14/13	Wed 8/14/13	64
66	4.1.4 Revise Model to Incorporate Feedback from Agencies	8 days	Mon 8/26/13	Thu 9/5/13	65FS+7 days
67	Final Submittal	0 days	Thu 9/5/13	Thu 9/5/13	66
68	5.0 Infrastructure Improvements	56 days	Fri 9/6/13	Tue 11/26/13	
69	5.1 Develop Conceptual Drawings for Alternatives	26 days	Fri 9/6/13	Fri 10/11/13	
70	5.1.1 Identify Locations of Double/Triple Track for Alternatives	1 day	Fri 9/6/13	Fri 9/6/13	67
71	5.1.2 Identify Environmental Constraints for Alternatives	5 days	Mon 9/9/13	Fri 9/13/13	70
72	5.1.3 Identify Curve Improvements for Alternatives	5 days	Mon 9/9/13	Fri 9/13/13	70
73	5.1.4 Identify Locations of Special Trackwork for Alternatives	5 days	Mon 9/16/13	Fri 9/20/13	71,72
74	5.1.5 Identify Signal Impacts and New Signals for Alternatives	5 days	Mon 9/16/13	Fri 9/20/13	72
75	5.1.6 Identify Station Improvements for Alternatives	5 days	Mon 9/16/13	Fri 9/20/13	72
76	5.1.7 QA/QC Review of Drawings for Alternative	5 days	Mon 9/23/13	Fri 9/27/13	73,74,75
77	Submit for Agency Review	0 days	Fri 9/27/13	Fri 9/27/13	76
78	5.1.8 LACMTA, SANBAG & SCRRA Review of Alternatives	5 days	Mon 9/30/13	Fri 10/4/13	77
79	5.1.9 Revise Drawings to Incorporate Feedback from Agencies	5 days	Mon 10/7/13	Fri 10/11/13	78
80	Final Submittal	0 days	Fri 10/11/13	Fri 10/11/13	79
81	5.2 Develop Schematic Plans for Preferred Alternative(s)	30 days	Tue 10/15/13	Tue 11/26/13	
82	5.2.1 Develop Schematic Alignment Improvement Plans	15 days	Tue 10/15/13	Mon 11/4/13	80
83	5.2.2 QA/QC of Schematic Alignment Improvement Plans	5 days	Tue 11/5/13	Tue 11/12/13	82
84	Submit for Agency Review	0 days	Tue 11/12/13	Tue 11/12/13	83
85	5.2.3 LACMTA, SANBAG & SCRRA Review of Plans	5 days	Wed 11/13/13	Tue 11/19/13	84
86	5.2.4 Revise Plans to Incorporate Feedback from Agencies	5 days	Wed 11/20/13	Tue 11/26/13	85
87	Final Submittal	0 days	Tue 11/26/13	Tue 11/26/13	86
88	5.3 Develop Typical Drawings for Preferred Alternative(s)	30 days	Tue 10/15/13	Tue 11/26/13	
89	5.3.1 Develop Typical Drawings	15 days	Tue 10/15/13	Mon 11/4/13	80
90	5.3.2 QA/QC of Typical Drawings	5 days	Tue 11/5/13	Tue 11/12/13	89
91	Submit for Agency Review	0 days	Tue 11/12/13	Tue 11/12/13	90
92	5.3.3 LACMTA, SANBAG & SCRRA Review of Drawings	5 days	Wed 11/13/13	Tue 11/19/13	91
93	5.3.4 Revise Drawings to Incorporate Feedback from Agencies	5 days	Wed 11/20/13	Tue 11/26/13	92
94	Final Submittal	0 days	Tue 11/26/13	Tue 11/26/13	93
95	5.4 Develop Summary Discussion of Issues & Improvements	30 days	Tue 10/15/13	Tue 11/26/13	
96	5.4.1 Develop Summary Discussion of Issues & Improvements	15 days	Tue 10/15/13	Mon 11/4/13	80
97	5.4.2 QA/QC of Summary Discussion of Issues & Improvements	5 days	Tue 11/5/13	Tue 11/12/13	96
98	Submit for Agency Review	0 days	Tue 11/12/13	Tue 11/12/13	97
99	5.4.3 LACMTA, SANBAG & SCRRA Review of Summary	5 days	Wed 11/13/13	Tue 11/19/13	98
100	5.4.4 Revise Summary to Incorporate Feedback from Agencies	5 days	Wed 11/20/13	Tue 11/26/13	99
101	Final Submittal	0 days	Tue 11/26/13	Tue 11/26/13	100
102	6.0 Conceptual Cost Estimates and Phased Approach	55 days	Fri 9/6/13	Mon 11/25/13	
103	6.1 Develop Conceptual Cost Estimates for Alternatives	25 days	Fri 9/6/13	Thu 10/10/13	
104	6.1.1 Develop Conceptual Cost Estimates for Alternatives	10 days	Fri 9/6/13	Thu 9/19/13	67

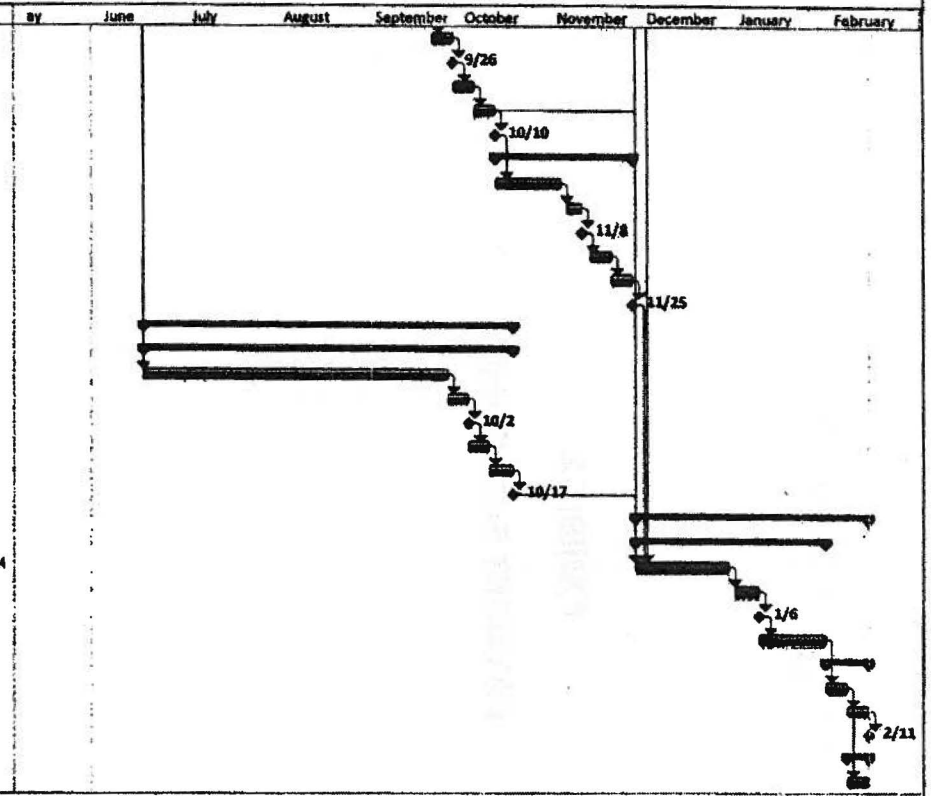


Project: LACMTA Metrolink San B
Date: Fri 8/30/13

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline | Progress

LACMTA Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan

ID	Task Name	Duration	Start	Finish	Predecessors
105	6.1.2 QA/QC of Conceptual Cost Estimates for Alternatives	5 days	Fri 9/20/13	Thu 9/26/13	104
106	Submit for Agency Review	0 days	Thu 9/26/13	Thu 9/26/13	105
107	6.1.3 LACMTA, SANBAG & SCRRA Review of Cost Estimates	5 days	Fri 9/27/13	Thu 10/3/13	106
108	6.1.4 Revise Conceptual Cost Estimate of Final Alternative(s)	5 days	Fri 10/4/13	Thu 10/10/13	107
109	Final Submittal of Conceptual Cost Estimate of Final Alternative(:	0 days	Thu 10/10/13	Thu 10/10/13	108
110	6.2 Develop Phasing Plan for Preferred Alternative(s	30 days	Fri 10/11/13	Mon 11/25/13	
111	6.2.1 Develop Phasing Plan for Preferred Alternative(s)	15 days	Fri 10/11/13	Fri 11/1/13	109
112	6.2.2 QA/QC of Phasing Plan for Preferred Alternative(s)	5 days	Mon 11/4/13	Fri 11/8/13	111
113	Submit for Agency Review	0 days	Fri 11/8/13	Fri 11/8/13	112
114	6.2.3 LACMTA, SANBAG & SCRRA Review of Phasing Plan	5 days	Tue 11/12/13	Mon 11/18/13	113
115	6.2.4 Revise Phasing to Incorporate Feedback from Agencies	5 days	Tue 11/19/13	Mon 11/25/13	114
116	Final Submittal	0 days	Mon 11/25/13	Mon 11/25/13	115
117	7.0 Prioritization Strategy	86 days	Fri 6/14/13	Thu 10/17/13	
118	7.1 Develop Prioritization Strategy	86 days	Fri 6/14/13	Thu 10/17/13	
119	7.1.1 Develop Prioritization Strategy	71 days	Fri 6/14/13	Tue 9/24/13	1FS+13 days
120	7.1.2 QA/QC of Prioritization Strategy	5 days	Wed 9/25/13	Tue 10/1/13	119
121	Submit for Agency Review	0 days	Wed 10/2/13	Wed 10/2/13	120
122	7.1.3 LACMTA, SANBAG & SCRRA Review of Phasing Plan	5 days	Wed 10/2/13	Tue 10/8/13	121
123	7.1.4 Revise Phasing to Incorporate Feedback from Agencies	5 days	Wed 10/9/13	Wed 10/16/13	122
124	Final Submittal	0 days	Thu 10/17/13	Thu 10/17/13	123
125	8.0 Preparation of Final Report and Presentation	50 days	Wed 11/27/13	Tue 2/11/14	
126	8.1 Develop Draft Report	40 days	Wed 11/27/13	Tue 1/28/14	
127	8.1.1 Develop Draft Report	20 days	Wed 11/27/13	Fri 12/27/13	67,80,87,94,101,108,116,124
128	8.1.2 QA/QC of Draft Report	5 days	Mon 12/30/13	Mon 1/6/14	127
129	Submit for Agency Review	0 days	Mon 1/6/14	Mon 1/6/14	128
130	8.1.3 LACMTA, SANBAG & SCRRA Review of Draft Report	15 days	Tue 1/7/14	Tue 1/28/14	129
131	8.2 Develop Final Report	10 days	Wed 1/29/14	Tue 2/11/14	
132	8.2.1 Revise Report to Incorporate Feedback from Agencies	5 days	Wed 1/29/14	Tue 2/4/14	130
133	8.2.2 QA/QC of Final Report	5 days	Wed 2/5/14	Tue 2/11/14	132
134	Final Submittal	0 days	Tue 2/11/14	Tue 2/11/14	133
135	8.3 Develop Board Presentation	5 days	Wed 2/5/14	Tue 2/11/14	
136	8.3.1 Develop Board Presentation	5 days	Wed 2/5/14	Tue 2/11/14	132



Project: LACMTA Metrolink San B
Date: Fri 8/30/13

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline | Progress

EXHIBIT 2

PAYMENT SCHEDULE

San Bernardino Line Infrastructure Improvement Strategic
HDR Engineering, Inc.

	Staff Title	Total Hours	Total
	Direct Labor Rate (current through December 30, 2013)		
A	Project Meetings	497	$ 94,630
B	Project Reporting	94	$ 9,259
C	Project Work Plan	72	$ 9,786
D	Project Schedule	38	$ 6,703
A	Data Gathering	318	$ 45,358
B	Stakeholder Outreach	128	$ 23,761
C	Mapping	-	$ -
A	Grade Crossing Enhancements	222	$ 34,473
B	Right-of-Way Security	113	$ 17,998
A	Develop Operational Model	190	$ 31,111
A	Develop Conceptual Drawings	274	$ 43,039
B	Develop Schematic Plans	322	$ 55,673
C	Develop Typical Drawings	70	$ 12,166
D	Develop Summary Discussion of Issues and Improvements	94	$ 14,965
E	Identify Environmental Constraints and Issues	30	$ 6,476
A	Develop Conceptual Cost Estimates	490	$ 62,200
B	Develop Phasing Plan	246	$ 33,551
A	Develop Prioritization Strategy	299	$ 57,896
A	Develop Draft Report	404	$ 69,743
B	Develop Final Report	158	$ 26,567
C	Develop Board Presentation	18	$ 3,688
	Subtotals	**4,077**	**$ 659,045**
	Direct Costs		
	Travel Expenses		**$ 3,454**
	Other Direct Costs		**$ 15,253**

San Bernardino Line Infrastructure Improvement Strategic Plan
HDR Engineering, Inc.

HDR

		HDR																					
	Staff Title	Principal in Charge	Project Manager	Deputy Project Manager	Task / Manager	Sr. Engineer	Project Engineer	Design Engineer	QA/QC	Right of Way Specialist	GIS Specialist	CADD II	CADD I	Project Coordinator	Administrative	Total Hours	Total Labor	Fringe + Overhead	Labor + Fringe + Overhead	Fee (10%)	Total	Project Manager	Sr. Project Engineer
	Direct Labor Rate (current through December 30, 2013)	$ 94	$ 68	$ 78	$ 77	$ 60	$ 41	$ 32	$ 81	$ 41	$ 42	$ 43	$ 33	$ 27	$ 29							$ 70	$ 55
A	Project Meetings	20	70	-	20	50	-	-	-	-	-	-	-	40	-	200	$ 12,289	$ 19,204	$ 31,493	$ 3,149	$ 34,642	20	19
B	Project Reporting	-	-	-	10	4	-	-	-	-	-	-	-	20	60	94	$ 3,285	$ 5,132	$ 8,417	$ 842	$ 9,259	-	-
C	Project Work Plan	-	10	-	10	4	-	-	8	-	-	-	-	40	-	72	$ 3,472	$ 5,425	$ 8,897	$ 890	$ 9,786	-	-
D	Project Schedule	-	10	-	10	-	-	-	6	-	-	-	-	10	-	36	$ 2,378	$ 3,716	$ 6,094	$ 609	$ 6,703	-	-
A	Data Gathering	-	-	-	10	-	-	80	-	-	-	-	-		16	106	$ 3,743	$ 5,849	$ 9,593	$ 959	$ 10,552	-	10
B	Stakeholder Outreach	20	40	-	20	12	-	-	-	-	-	-	-		16	108	$ 7,302	$ 11,410	$ 18,712	$ 1,871	$ 20,584	-	-
C	Mapping	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	$ -	$ -	$ -	$ -	$ -	-	-
A	Grade Crossing Enhancements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	$ -	$ -	$ -	$ -	$ -	-	-
B	Right-of-Way Security	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	$ -	$ -	$ -	$ -	$ -	8	55
A	Develop Operational Model	-	-	-	90	-	-	80	20	-	-	-	-	-	-	190	$ 11,037	$ 17,246	$ 28,283	$ 2,828	$ 31,111	-	-
A	Develop Conceptual Drawings	-	8	-	20	32	8	-	12	-	-	14	-	-	-	94	$ 5,883	$ 9,193	$ 15,076	$ 1,508	$ 16,584	-	20
B	Develop Schematic Plans	-	20	-	40	20	16	-	12	-	-	24	-	-	-	132	$ 8,265	$ 12,916	$ 21,181	$ 2,118	$ 23,299	-	-
C	Develop Typical Drawings	-	-	-	-	24	8	-	10	-	-	-	-	-	-	42	$ 2,571	$ 4,017	$ 6,588	$ 659	$ 7,246	-	-
D	Develop Summary Discussion of Issues and Improvements	-	8	-	6	24	8	-	10	-	-	-	-		16	74	$ 4,182	$ 6,534	$ 10,716	$ 1,072	$ 11,788	-	-
E	Identify Environmental Constraints and Issues	-	-	-	30	-	-	-	-	-	-	-	-	-	-	30	$ 2,297	$ 3,590	$ 5,888	$ 589	$ 6,476	-	-
A	Develop Conceptual Cost Estimates	-	-	-	-	60	40	16	8	80	-	-	-	-	16	220	$ 10,072	$ 15,738	$ 25,810	$ 2,581	$ 28,391	-	10
B	Develop Phasing Plan		-	-	20	28	14	-	18	-	-	24	-	-	-	104	$ 6,342	$ 9,911	$ 16,253	$ 1,625	$ 17,878	-	-
A	Develop Prioritization Strategy		10	-	20	16	30	-	20	-	-	-	-	-	10	106	$ 6,296	$ 9,837	$ 16,133	$ 1,613	$ 17,746	-	-
A	Develop Draft Report		40	-	30	20	40	-	28	10	-	16	-	-	30	214	$ 12,051	$ 18,831	$ 30,882	$ 3,088	$ 33,970	10	10
B	Develop Final Report	-	10	-	20	10	20	-	20	10	-	-	-	-	10	100	$ 5,936	$ 9,275	$ 15,211	$ 1,521	$ 16,732	-	-
C	Develop Board Presentation	-	8	-	10	-	-	-	-	-	-	-	-	-	-	18	$ 1,308	$ 2,044	$ 3,352	$ 335	$ 3,688	-	-
	Subtotals	40	234	-	348	304	186	176	174	100	-	78	-	110	174	1,944	108,709	169,869	278,579	27,858	$ 306,437	38	119
	Direct Costs																						
	Travel Expenses																					$ 1,450		
	Other Direct Costs																				$ 13,753		
																100% of Total Fee							

San Bernardino Line Infrastructure Improvement Strategic Plan
HDR Engineering, Inc.

HDR

BA Inc.								PRE								RSE											
Third Party Coordination	Total Hours	Total Labor	Fringe + Overhead	Labor + Fringe + Overhead	Fee (10%)	Total		Sr. Railroad Systems Tech IV	Total Hours	Total Labor	Fringe + Overhead	General & Admin Expense	Labor + Fringe + Overhead + G&A Expense	Fee (10%)	Total	Project Principal	Project Manager	Sr. Engineer	Engineer	CADD	Total Hours	Total Labor	Fringe + Overhead	Labor + Fringe + Overhead	Fee (10%)	Total
$ 80								$ 77								$ 68	$ 75	$ 66	$ 66	$ 35						
-	39	$ 2,445	$ 4,157	$ 6,602	$ 660	$ 7,262		60	80	$ 6,160	$ 2,930	$ 2,466	$ 11,556	$ 1,156	$ 12,711	-	28				28	$ 2,100	$ 2,982	$ 5,082	$ 508	$ 5,590
-	-	$ -	$ -	$ -	$ -	$ -		-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-				-	$ -	$ -	$ -	$ -	$ -
-	-	$ -	$ -	$ -	$ -	$ -		-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-				-	$ -	$ -	$ -	$ -	$ -
-	-	$ -	$ -	$ -	$ -	$ -		-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-				-	$ -	$ -	$ -	$ -	$ -
-	10	$ 550	$ 933	$ 1,485	$ 149	$ 1,634		20	20	$ 1,540	$ 732	$ 616	$ 2,889	$ 289	$ 3,178	-	-		102		102	$ 4,732	$ 9,559	$ 14,291	$ 1,429	$ 17,921
-	-	$ -	$ -	$ -	$ -	$ -		20	20	$ 1,540	$ 732	$ 616	$ 2,889	$ 289	$ 3,178	-	-				-	$ -	$ -	$ -	$ -	$ -
-	-	$ -	$ -	$ -	$ -	$ -		-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-				-	$ -	$ -	$ -	$ -	$ -
-	-	$ -	$ -	$ -	$ -	$ -		-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-		102		102	$ 4,732	$ 9,559	$ 14,291	$ 1,429	$ 17,921
55	113	$ 6,060	$ 10,302	$ 16,362	$ 1,636	$ 17,998		-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-		-		-	$ -	$ -	$ -	$ -	$ -
-	-	$ -	$ -	$ -	$ -	$ -		-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-				-	$ -	$ -	$ -	$ -	$ -
20	40	$ 2,100	$ 3,370	$ 5,470	$ 547	$ 6,017		-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-	60			60	$ 3,960	$ 5,623	$ 9,583	$ 958	$ 10,543
-	-	$ -	$ -	$ -	$ -	$ -		60	60	$ 4,620	$ 2,197	$ 1,849	$ 8,667	$ 867	$ 9,533	-	-	130			130	$ 8,580	$ 12,184	$ 20,764	$ 2,076	$ 22,840
-	-	$ -	$ -	$ -	$ -	$ -		-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-	28			28	$ 1,848	$ 2,624	$ 4,472	$ 447	$ 4,919
-	-	$ -	$ -	$ -	$ -	$ -		20	20	$ 1,540	$ 732	$ 616	$ 2,889	$ 289	$ 3,178	-	-				-	$ -	$ -	$ -	$ -	$ -
-	-	$ -	$ -	$ -	$ -	$ -		-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-				-	$ -	$ -	$ -	$ -	$ -
40	50	$ 2,550	$ 4,335	$ 6,885	$ 689	$ 7,574		60	60	$ 4,620	$ 2,197	$ 1,849	$ 8,667	$ 867	$ 9,533	-	-			100	100	$ 3,500	$ 4,970	$ 8,470	$ 847	$ 9,317
-	-	$ -	$ -	$ -	$ -	$ -		40	40	$ 3,080	$ 1,465	$ 1,233	$ 5,778	$ 578	$ 6,356	-	-			100	100	$ 3,500	$ 4,970	$ 8,470	$ 847	$ 9,317
-	-	$ -	$ -	$ -	$ -	$ -		20	20	$ 1,540	$ 732	$ 616	$ 2,889	$ 289	$ 3,178	-	-			48	48	$ 1,680	$ 2,386	$ 4,064	$ 407	$ 4,472
-	30	$ 1,350	$ 2,125	$ 3,475	$ 348	$ 3,823		50	50	$ 3,850	$ 1,831	$ 1,541	$ 7,222	$ 722	$ 7,944	40	-				40	$ 2,720	$ 3,842	$ 6,562	$ 656	$ 7,218
-	-	$ -	$ -	$ -	$ -	$ -		30	30	$ 2,310	$ 1,099	$ 925	$ 4,333	$ 433	$ 4,767	28	-				28	$ 1,904	$ 2,704	$ 4,608	$ 461	$ 5,068
-	-	$ -	$ -	$ -	$ -	$ -		-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-				-	$ -	$ -	$ -	$ -	$ -
-								-								-	-									
115	272	$ 14,985	$ 25,424	$ 40,477	$ 4,048	$ 44,416		400	480	$ 30,800	$ 14,648	$ 12,327	$ 57,775	$ 5,775	$ 63,550	68	28	218	204	248	764	$ 43,264	$ 61,424	$ 104,688	$ 10,468	$ 115,157
						$ -									$ -											$ -
						$ -									$ -											$ 1,500
						8.5%									8.5%											17.2%

San Bernardino Line Infrastructure Improvement Strategic Plan
HDR Engineering, Inc.

HDR

SGA									VA											
Project Principal	Project Manager	Administrative	Total Hours	Total Labor (Commercial Rates)	Fringe + Overhead	Labor + Fringe + Overhead	Fee (10%)	Total	Senior Management Staff	Senior Technical Staff	Mid-Level Technical Staff	Junior Technical Staff	Total Hours	Total Labor	Fringe + Overhead	Labor + Fringe + Overhead	Fee (10%)	Total	Total Hours	Total
$ 300	$ 250	$ 200							$ 80	$ 65	$ 45	$ 40								
60		-	60	$ 18,000	$ -	$ 18,000	$ -	$ 18,000	60	30		-	90	$ 4,450	$ 8,482	$ 14,932	$ 1,493	$ 16,425	497	$ 94,636
		-	-	$ -	$ -	$ -	$ -	$ -	-			-	-	$ -	$ -	$ -	$ -	$ -	94	$ 9,259
		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	73	$ 9,786
		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	30	$ 6,705
		40	40	$ 8,000	$ -	$ 8,000	$ -	$ 8,000				40	40	$ 1,600	$ 2,104	$ 3,704	$ 370	$ 4,074	318	$ 43,358
		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	128	$ 23,761
		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	-	$ -
		-	-	$ -	$ -	$ -	$ -	$ -	20	40	60	-	120	$ 4,500	$ 8,548	$ 13,048	$ 1,305	$ 14,352	222	$ 54,478
		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	113	$ 17,998
		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	190	$ 31,111
		-	-	$ -	$ -	$ -	$ -	$ -		20	60	-	80	$ 3,200	$ 4,997	$ 8,197	$ 820	$ 9,017	274	$ 43,059
		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	322	$ 55,673
		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	70	$ 12,166
		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	94	$ 14,965
		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	30	$ 6,476
		-	-	$ -	$ -	$ -	$ -	$ -		20	40	-	60	$ 2,900	$ 3,814	$ 6,714	$ 671	$ 7,385	490	$ 82,200
		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	246	$ 33,351
35	100	-	135	$ 32,500	$ -	$ 32,500	$ -	$ 32,500				-	-	$ -	$ -	$ -	$ -	$ -	799	$ 87,896
	40	-	40	$ 10,000	$ -	$ 10,000	$ -	$ 10,000	20	20		-	40	$ 2,700	$ 3,551	$ 6,251	$ 625	$ 6,876	404	$ 69,745
		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	158	$ 26,547
		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	18	$ 3,408
35	140	40	215	$ 48,500	$ -	$ 48,500	$ -	$ 48,500	100	130	160	40	430	$ 22,950	$ 31,494	$ 54,444	$ 5,444	$ 59,889	4,877	$ 669,845
								$ 2,024										$ -		$ 3,464
								$ -										$ -		$ 16,283
								10.4%										8.0%		

ATTACHMENT B

LACMTA Funding Agreement #MOU.MRSCCRA06 with SCRRA

MEASURE R FUNDING AGREEMENT
PLANNING STUDY

This Funding Agreement ("FA") is dated for reference purposes only August 16, 2013, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the Southern California Regional Rail Authority ("Grantee") for Grantee's costs associated with the Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan ([San Bernardino Line Study], LACMTA Project ID# MR460065 Task 01.02 and FTIP# LA0G984, the "Project"). This Project is eligible for funding under Line 45 of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the LACMTA Board, at its July 26, 2012 meeting, programmed up to $1,000,000 in Measure R Funds for the Project, subject to the terms and conditions contained in this FA.

WHEREAS, based upon Grantee's scope of work and cost estimate of $30,000 for Grantee's project oversight, and $677,752 in consultant cost, the total cost of the Project is $707,752. The Funds are currently programmed for the Project as follows: $707,752 in Measure R Funds in FY 2012-13.

WHEREAS, through separate agreement with San Bernardino Associated Governments (SANBAG), SANBAG will reimburse LACMTA for 40% of the costs associated with the total Project, not to exceed $707,752.

WHEREAS, the Funds are currently programmed as follows: $30,000 in Measure R Funds in FY 2012-13. The total designated to Grantee for the Project is $30,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan Guidelines
   Attachment B1 – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Reporting and Expenditure Guidelines
7. Attachment D1 – Monthly Progress Report
8. Attachment D2 – Quarterly Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet

10. Attachment F – Special Grant Conditions
11. Attachment G – Bond Requirements
12. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: 9/27/13
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____ Date: 9/18/13
Deputy

GRANTEE:

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By: _____ Date: 9-19-13
Michael DePallo
Chief Executive Officer

APPROVED AS TO FORM:

By: _____ Date: 9/19/13
Don O. Del Rio
General Counsel

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): San Bernardino Line Infrastructure Improvement Strategic Plan. LACMTA Project ID# MR460065 Task 01.02 and FTIP# LA0G984 .

2. Grant Funds:

   2.1 Programmed Funds for this Project consist of the following: Measure R Funds.

   2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $30,000 (the "Funds") for the Project. LACMTA Board of Directors' action of July 26, 2012 granted the Measure R Funds for the Project. The Funds are programmed over Fiscal Year (FY) 2012-13 only.

3. This grant shall be paid on a reimbursement basis. Grantee must provide the appropriate supporting documentation with the Monthly Progress Report and the Quarterly Expenditure Report. Grantee Funding Commitment if applicable must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the Grantee Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. Grantee shall submit annually to LACMTA no later than December 31st an update to Attachment B1 for review by LACMTA for budget and programming purposes. Acceptance of any changes to the document will be conveyed by amendment to this FA. Payments under this agreement shall be consistent with Attachment B1 as revised from time to time.

6. **Attachment C** is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind

schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below.

7. No changes to this FA, including but not limited to the Funds; and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** - the Reporting & Expenditure Guidelines; Grantee shall complete the "Monthly Progress Report and the Quarterly Expenditure Report." The Monthly Progress and Quarterly Expenditure Report are attached to this FA as Attachments D1 and D2 in accordance with Attachment D - Reporting and Expenditure Guidelines.

9. **Attachment E** the "FTIP PROJECT SHEET (PDF)" is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at http://program.metro.net. All projects that receive funding through Measure R must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Grantee shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Grantee will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Grantee is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Grantee fail to meet this date, it may affect Grantee's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) Expenditure Plan, or (v) Special Grant Conditions shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Grantee. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by Grantee and approved by LACMTA in writing. Non-material changes are those changes, which do not affect the grant amount, or its schedule, Project Funding, Financial Plan, the Scope of Work, including its schedule.

11. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Jay Fuhrman, Mail Stop 99-14
(213) 922-2810
fuhrmanj@metro.net

12. Grantee's Address:

Southern California Regional Rail Authority
279 E. Arrow Hwy., Suite 101
San Dimas, CA 91773
Attention: Andy Althorp
PHONE: 909.394.3520
EMAIL: althorpa@scrra.net

13. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as Attachment G to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the date this FA is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Grantee. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA is executed shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENDED OR TERMINATION

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 6.1 of this FA, and other documents as required, shall satisfy LACMTA invoicing requirements.

Send invoice with supporting documentation to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

Re: LACMTA Project ID# MR460065 Task 01.02 and FA: #MOU.MRSCRRAO6
Project Manager: Jay Fuhrman, mail stop 99-18

4. USE OF FUNDS:

4.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and Grantee for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, Grantee shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides Grantee with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee's contracting procedures and consistent with State law as appropriate. Grantee will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. Grantee staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: Grantee shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to Grantee Funding Commitment ratio.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Report. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. Grantee must provide detailed supporting documentation with its Monthly Progress and Quarterly Expenditure Report. Grantee Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

6.1 Grantee shall submit the Monthly Progress Report (Attachment D1) within seven (7) days from the last day of each month and submit the Quarterly Expenditure Report (Attachment D2) within sixty (60) days after the close of each quarter on the last day of

the months November, February, May and August. Should Grantee fail to submit such reports within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse Grantee until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, Grantee will still be required to submit the Monthly Progress and Quarterly Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds **$500,000** in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for Grantee's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for Grantee's contractors, consultants and suppliers expenditures submitted to LACMTA through Grantee's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require Grantee to return monies to LACMTA, Grantee agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

6.3 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of Grantee and its contractors related to the Project, and shall be allowed to interview any employee of Grantee and its contractors through final payment to the extent reasonably practicable.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 Grantee shall be responsible for ensuring all contractors/subcontractors for the Project comply with the terms of the Ordinance. Grantee shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 Grantee shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subparagraph 31 (whichever is applicable) and the terms and conditions of this FA.

6.10 Grantee shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subparagraph 31(whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one time only grant of the Measure R Funds are subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS:

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 Grantee shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Grantee may request additional Measure R funds from the Metrolink Capital Improvement Subfund, subject to LACMTA Board approval. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 Grantee shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by Grantee prior to the execution of this FA (prior to the LACMTA Chief Executive Officer's signature) shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.

8.5 If Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, Grantee Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

9.1 Grantee must demonstrate timely use of the Funds by:

(i) executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Plans, Specifications and Estimates (PS&E) must begin within **six (6) months** from completion of environmental clearance, if appropriate; and

(iii) Work shall be delivered in accordance with schedule, changes to the schedule will require an Amendment **to Attachment C to** reflect updated milestone dates. Meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in Attachment C (Scope of Work) of this FA.

(iv) submitting the Monthly Progress and Quarterly Expenditure Report as described in Part II, Section 6.1 of this FA; and

(v) expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2012-13 are subject to lapse by June 30, 2017.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, which may require that any reprogrammed funds be returned to the sub-region. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT:

A Default under this FA is defined as any one or more of the following: (i) Grantee fails to comply with the terms and conditions contained herein; or (ii) Grantee fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES:

11.1 In the event of a Default by Grantee, LACMTA shall provide written notice of such Default to Grantee with a 30-day period to cure the Default. In the event Grantee fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further

disbursements of Funds to Grantee; and/or (iii) LACMTA may recover from Grantee any Funds disbursed to Grantee as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, Grantee shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of Grantee.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS:

12.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

12.4 Grantee shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section. Grantee failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS:

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority.

13.2 Grantee is obligated, to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to Grantee Funding Commitment ratio) shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with any work performed by and or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this FA. Grantee shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Grantee's obligations under this FA; or (iii) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 Grantee shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 Grantee agrees that the applicable requirements of this FA shall be included in every contract entered into by Grantee or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 Grantee shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Grantee ceases to use the software/ITS for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

13.12 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of **Attachment F-1**. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.13 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.14 Grantee will advise LACMTA prior to any key Project staffing changes.

13.15 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.16 Grantee in the performance of the work described in this FA is not a contractor nor an agent or employee of LACMTA. Grantee attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA # MOU.MRSCRRA06

Project Title: Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan (San Bernardino Line Study) Project#:MR460065

PROGRAMMED BUDGET - SOURCES OF FUNDS

(ACTUAL $$$)

SOURCES OF FUNDS	FY2010-11	FY2011-12	FY2012-13	FY2013-14	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING						
MEASURE R 3% FUNDS (9/22/11 Board action) **			$ 30,000		$ 30,000	100%
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	$ -	$ -	$ 30,000	$ -	$ 30,000	100%
OTHER SOURCES OF FUNDING:						
** Note: 40% of costs to reimbursed to LACMTA via separate agreement with SANBAG						
OTHER FUNDING SUBTOTAL	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROJECT FUNDS	$ -	$ -	$ 30,000	$ -	$ 30,000	100%

ATTACHMENT B
EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;

- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;

- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,

- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;

- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;

- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;

- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;

- The expected completion by month and year of project or program completion.

ATTACHMENT B
EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

Below is an excerpt of AB 2321 (2008, Feuer) the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA # MOU.MRSCRRA06

Project Title: Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan (San Bernardino Line Study) **Project#:MR460065**

PROGRAMMED SOURCES OF FUNDS

(ACTUAL $$$)

SOURCES OF FUNDS	FY 2013-14 Qtr 1	FY 2013-14 Qtr 2	FY 2013-14 Qtr 3	FY 2013-14 Qtr 4					TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R 3% FUNDS:									
PAED	$7,500	$7,500	$7,500	$7,500					$30,000
PS&E									
RW Support									
Const. Support									
RW									
Construction									
Total MEASURE R 3%	$7,500	$7,500	$7,500	$7,500					$30,000
PAED									
PS&E									
RW Support									
Const. Support									
RW									
Construction									
									$0
PAED									
PS&E									
RW Support									
Const. Support									
RW									
Construction									
									$0
PS&E									
RW Support									
Const. Support									
RW									
Construction									
									$0
SUM PROG LACMTA FUNDS:	$7,500	$7,500	$7,500	$7,500	$0	$0	$0	$0	$30,000
OTHER NON LACMTA FUNDING:									
SCRRA FUNDS:									
PAED									
PS&E									
RW Support									
Const. Support									
RW									
Construction									$0
Total SCRRA	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROJECT FUNDING									
EST. TOTAL	$7,500	$7,500	$7,500	$7,500	$0	$0	$0	$0	$30,000
SUMMARY OF ALL FUNDS									
PAED	$7,500	$7,500	$7,500	$7,500	$0	$0	$0	$0	$30,000
PS&E	$0	$0	$0	$0	$0	$0	$0	$0	$0
RW Support	$0	$0	$0	$0	$0	$0	$0	$0	$0
Const. Support	$0	$0	$0	$0	$0	$0	$0	$0	$0
RW	$0	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL MILESTONES	$7,500	$7,500	$7,500	$7,500	$0	$0	$0	$0	$30,000
SUM PROG LACMTA FUNDS	$7,500	$7,500	$7,500	$7,500	$0	$0	$0	$0	$30,000
SUM NON-LACMTA FUNDS	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT FUNDING	$7,500	$7,500	$7,500	$7,500	$0	$0	$0	$0	$30,000

ATTACHMENT C
SCOPE OF WORK

Development Project
For the
Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan
(San Bernardino Line Study)

PROJECT TITLE: Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan

PROJECT LOCATION:

The project is located on the Metrolink San Bernardino Line, which travels between downtown Los Angeles and downtown San Bernardino.

PROJECT LIMITS:

The project is on the San Gabriel subdivision between Milepost MP .09 (Padadena Juntion) and Milepost MP 56.5 (San Bernardino)

PROJECT PURPOSE:

The purpose of this project is to identify opportunities to upgrade the existing Metrolink San Bernardino Line to improve pasenger rail safety and capacity between Los Angeles and San Bernardino. Ultimately, LACMTA would like to increase the average train speeds, reduce travel times, and enhance the overall capacity of the line and operate more service. These service modifications and increases will also help to address anticipated 2020 and 2035 scenarios for future grown in population along the corridor, and demand for more service along the corridor. Where needed, LACMTA would like to improve the overall safety along the rail corridor.

PROJECT BACKGROUND:

The San Bernardino Line is the highest volume line opeated by Metrolink, with 12,000+ weekday boardings operated on 42 trips. As owner of the ROW in Los Angeles County, Metro has hired a consultant team to analyze the line to identify safety and infrastructurre improvements required to increase the average train speed, reduce travel times, and enhance the overall capacity of the line and operate more service. An overall funding and phasing strategy will be developed to implement the proposed improvements. Metrolink staff will be involved in the project and will provide valuable input on operational and dispatching issues, modeling input and technical input on proposed capacity improvements and modifications and increases to service. Forty percent of the costs will be reimbused to LACMTA by San Bernardino Asscociated Governments (SANBAG), which owns the ROW in San Bernardino County.

PROJECT SCOPE:

Metrolink staff will attend meetings, provide input on technical issues, modeling efforts, review plans and other documents for impacts to Metrolink operations and particpate in team meetings as a stakeholder. Metrolink staff will cordinate and partipcate in hi-rail events, as needed, and provide overall technical input and recommendations as operator of the commuter rail service along the ROW.

ATTACHMENT C
SCOPE OF WORK

CONSULTANTS LIST:

1. Southern California Regional Rail Authority (GRANTEE)
2. HDR, Inc.

PROJECT COST ESTIMATE:

Pre-Design (Study)	$ 707,752
Design	$ -
Right of Way Engineering	$ -
Right of Way Acquisition	$ -
Project Coordination & Development	$ -
Total Project Cost	$ 707,752

PROJECT BUDGET:

METRO	$ -
GRANTEE	$ 30,000
HDR	$ 677,752
Total	$ 707,752

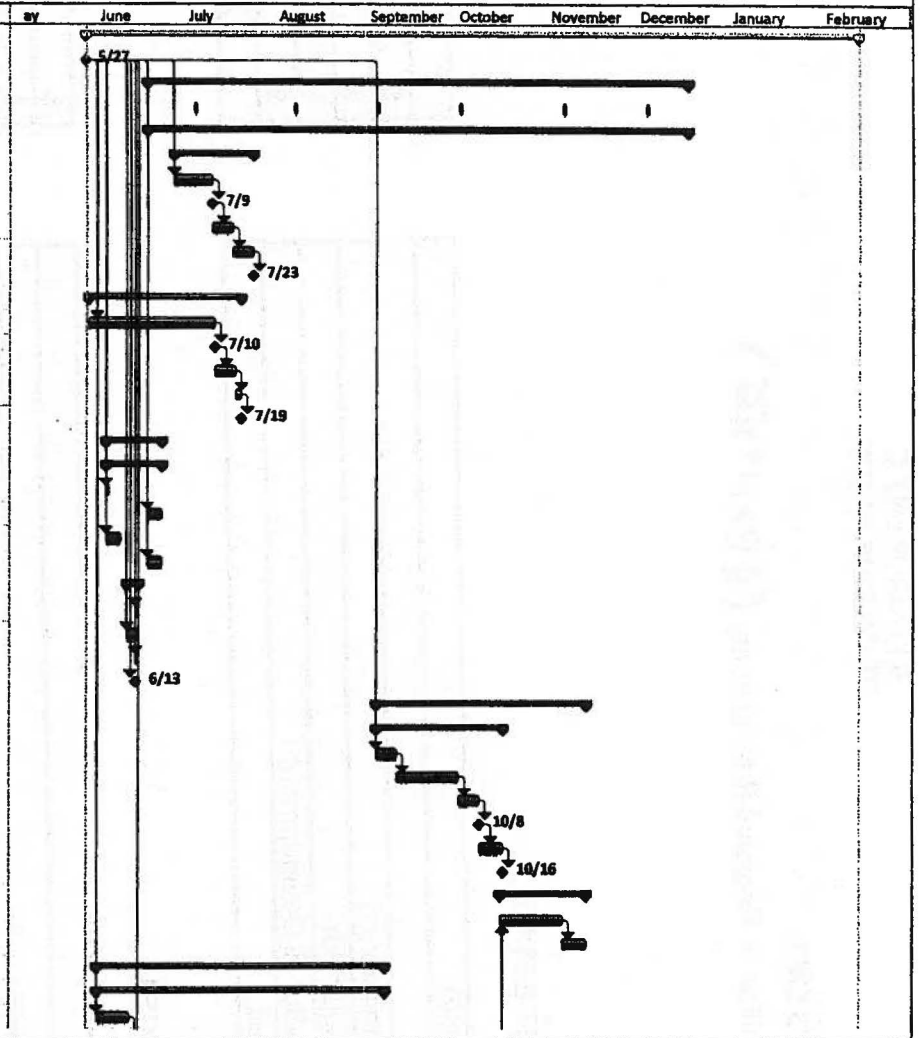
Proposed Milestones: The proposed implementation schedule for this project will be as follows:

MILESTONE:

	START DATE	COMPLETE DATE
(see attached schedule)		

LACMTA Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan

ID		Task Name	Duration	Start	Finish	Predecessors
0		LACMTA Metrolink San Bernardino Line Infrastructure Strategic Plan	177 days	Mon 5/27/13	Tue 2/11/14	
1		Notice to Proceed	0 days	Mon 5/27/13	Mon 5/27/13	
2		1.0 Project Management	125 days	Mon 6/17/13	Mon 12/16/13	
3		1.1 Project Meetings	104 days	Wed 7/3/13	Tue 12/3/13	
10		1.2 Project Reporting	125 days	Mon 6/17/13	Mon 12/16/13	
26		1.3 Project Work Plan	18 days	Wed 6/26/13	Tue 7/23/13	
27		1.3.1 Develop Project Work Plan	8 days	Wed 6/26/13	Mon 7/8/13	1FS+21 days
28		Submit for Agency Review	0 days	Tue 7/9/13	Tue 7/9/13	27
29		1.3.2 LACMTA, SANBAG & SCRRA Review of Project Work Plan	5 days	Tue 7/9/13	Mon 7/15/13	28
30		1.3.3 Revise Work Plan to Address Review Comment	5 days	Tue 7/16/13	Mon 7/22/13	29
31		Final Submittal	0 days	Tue 7/23/13	Tue 7/23/13	30
32		1.4 Project Schedule	37 days	Tue 5/28/13	Fri 7/19/13	
33		1.4.1 Develop Project Schedule	30 days	Tue 5/28/13	Tue 7/9/13	1
34		Submit for Agency Review	0 days	Wed 7/10/13	Wed 7/10/13	33
35		1.4.2 LACMTA, SANBAG & SCRRA Review of Project Schedule	5 days	Wed 7/10/13	Tue 7/16/13	34
36		1.4.3 Revise Schedule to Address Review Comments	2 days	Wed 7/17/13	Thu 7/18/13	35
37		Final Submittal	0 days	Fri 7/19/13	Fri 7/19/13	36
38		2.0 Initial Information Gathering and Outreach	15 days	Mon 6/3/13	Fri 6/21/13	
39		2.1 Data Gathering	15 days	Mon 6/3/13	Fri 6/21/13	
40		2.1.1 Conduct Site Visit	1 day	Mon 6/3/13	Mon 6/3/13	1FS+4 days
41		2.1.2 Review & Tabulate Data Provided by Agencies & Metrolink	5 days	Mon 6/17/13	Fri 6/21/13	1FS+14 days
42		2.1.3 Identify Data Needed to Perform the Study	5 days	Mon 6/3/13	Fri 6/7/13	1FS+4 days
43		2.1.4 Identify Environmental Constraints	5 days	Mon 6/17/13	Fri 6/21/13	1FS+14 days
44		2.2 Stakeholder Outreach	4 days	Mon 6/10/13	Thu 6/13/13	
45		2.2.1 Project Kickoff Meeting	1 day	Thu 6/13/13	Thu 6/13/13	1FS+12 days
46		2.2.2 Develop a Matrix of Existing & Proposed Improvement	4 days	Mon 6/10/13	Thu 6/13/13	1FS+9 days
47		2.2.3 Meetings with Stakeholders	1 day	Thu 6/13/13	Thu 6/13/13	1FS+12 days
48		2.3 Mapping (if Deemed Necessary by LACMTA)	0 days	Thu 6/13/13	Thu 6/13/13	1FS+12 days
49		3.0 Safety Enhancements	49 days	Tue 9/3/13	Tue 11/12/13	
50		3.1 Grade Crossing Enhancement	30 days	Tue 9/3/13	Wed 10/16/13	
51		3.1.1 Review Existing Grade Crossing	5 days	Tue 9/3/13	Mon 9/9/13	1FS+68 days
52		3.1.2 Identify Conceptual Enhancements in the Report	15 days	Tue 9/10/13	Mon 9/30/13	51
53		3.1.3 QA/QC Review of Conceptual Enhancements	5 days	Tue 10/1/13	Mon 10/7/13	52
54		Submit for Agency Review	0 days	Tue 10/8/13	Tue 10/8/13	53
55		3.1.4 LACMTA, SANBAG & SCRRA Review of Enhancements	5 days	Tue 10/8/13	Tue 10/15/13	54
56		Final Submittal	0 days	Wed 10/16/13	Wed 10/16/13	55
57		3.2 Right-of-Way Security	20 days	Tue 10/15/13	Tue 11/12/13	
58		3.2.1 Identify Limits of New Right of Way Security	15 days	Tue 10/15/13	Mon 11/4/13	80
59		3.2.2 QA/QC Review of New Right of Way Security	5 days	Tue 11/5/13	Tue 11/12/13	58
60		4.0 Modeling	68 days	Fri 5/31/13	Thu 9/5/13	
61		4.1 Develop Operational Model	68 days	Fri 5/31/13	Thu 9/5/13	
62		4.1.1 Develop Operations Model	7 days	Fri 5/31/13	Mon 6/10/13	1FS+3 days

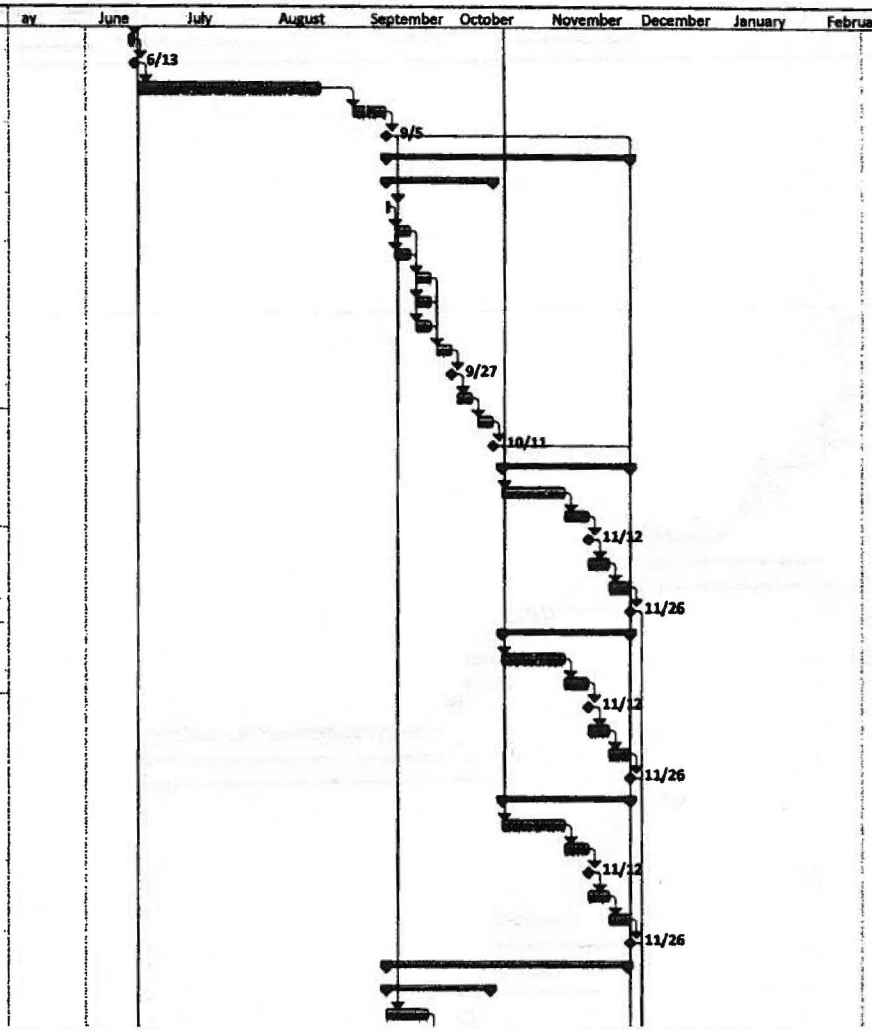


Project: LACMTA Metrolink San B
Date: Fri 8/30/13

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline | Progress

LACMTA Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan

ID	Task Name	Duration	Start	Finish	Predecessors
63	4.1.2 QA/QC of Operations Model	2 days	Tue 6/11/13	Wed 6/12/13	62
64	Submit for Agency Review	0 days	Thu 6/13/13	Thu 6/13/13	63
65	4.1.3 LACMTA, SANBAG & SCRRA Review of Operations Mode	43 days	Fri 6/14/13	Wed 8/14/13	64
66	4.1.4 Revise Model to Incorporate Feedback from Agencies	8 days	Mon 8/26/13	Thu 9/5/13	65FS+7 days
67	Final Submittal	0 days	Thu 9/5/13	Thu 9/5/13	66
68	5.0 Infrastructure Improvements	56 days	Fri 9/6/13	Tue 11/26/13	
69	5.1 Develop Conceptual Drawings for Alternatives	26 days	Fri 9/6/13	Fri 10/11/13	
70	5.1.1 Identify Locations of Double/Triple Track for Alternatives	1 day	Fri 9/6/13	Fri 9/6/13	67
71	5.1.2 Identify Environmental Constraints for Alternatives	5 days	Mon 9/9/13	Fri 9/13/13	70
72	5.1.3 Identify Curve Improvements for Alternatives	5 days	Mon 9/9/13	Fri 9/13/13	70
73	5.1.4 Identify Locations of Special Trackwork for Alternatives	5 days	Mon 9/16/13	Fri 9/20/13	71,72
74	5.1.5 Identify Signal Impacts and New Signals for Alternatives	5 days	Mon 9/16/13	Fri 9/20/13	72
75	5.1.6 Identify Station Improvements for Alternatives	5 days	Mon 9/16/13	Fri 9/20/13	72
76	5.1.7 QA/QC Review of Drawings for Alternative	5 days	Mon 9/23/13	Fri 9/27/13	73,74,75
77	Submit for Agency Review	0 days	Fri 9/27/13	Fri 9/27/13	76
78	5.1.8 LACMTA, SANBAG & SCRRA Review of Alternatives	5 days	Mon 9/30/13	Fri 10/4/13	77
79	5.1.9 Revise Drawings to Incorporate Feedback from Agencies	5 days	Mon 10/7/13	Fri 10/11/13	78
80	Final Submittal	0 days	Fri 10/11/13	Fri 10/11/13	79
81	5.2 Develop Schematic Plans for Preferred Alternative(s)	30 days	Tue 10/15/13	Tue 11/26/13	
82	5.2.1 Develop Schematic Alignment Improvement Plans	15 days	Tue 10/15/13	Mon 11/4/13	80
83	5.2.2 QA/QC of Schematic Alignment Improvement Plans	5 days	Tue 11/5/13	Tue 11/12/13	82
84	Submit for Agency Review	0 days	Tue 11/12/13	Tue 11/12/13	83
85	5.2.3 LACMTA, SANBAG & SCRRA Review of Plans	5 days	Wed 11/13/13	Tue 11/19/13	84
86	5.2.4 Revise Plans to Incorporate Feedback from Agencies	5 days	Wed 11/20/13	Tue 11/26/13	85
87	Final Submittal	0 days	Tue 11/26/13	Tue 11/26/13	86
88	5.3 Develop Typical Drawings for Preferred Alternative(s)	30 days	Tue 10/15/13	Tue 11/26/13	
89	5.3.1 Develop Typical Drawings	15 days	Tue 10/15/13	Mon 11/4/13	80
90	5.3.2 QA/QC of Typical Drawings	5 days	Tue 11/5/13	Tue 11/12/13	89
91	Submit for Agency Review	0 days	Tue 11/12/13	Tue 11/12/13	90
92	5.3.3 LACMTA, SANBAG & SCRRA Review of Drawings	5 days	Wed 11/13/13	Tue 11/19/13	91
93	5.3.4 Revise Drawings to Incorporate Feedback from Agencies	5 days	Wed 11/20/13	Tue 11/26/13	92
94	Final Submittal	0 days	Tue 11/26/13	Tue 11/26/13	93
95	5.4 Develop Summary Discussion of Issues & Improvements	30 days	Tue 10/15/13	Tue 11/26/13	
96	5.4.1 Develop Summary Discussion of Issues & Improvements	15 days	Tue 10/15/13	Mon 11/4/13	80
97	5.4.2 QA/QC of Summary Discussion of Issues & Improvements	5 days	Tue 11/5/13	Tue 11/12/13	96
98	Submit for Agency Review	0 days	Tue 11/12/13	Tue 11/12/13	97
99	5.4.3 LACMTA, SANBAG & SCRRA Review of Summary	5 days	Wed 11/13/13	Tue 11/19/13	98
100	5.4.4 Revise Summary to Incorporate Feedback from Agencies	5 days	Wed 11/20/13	Tue 11/26/13	99
101	Final Submittal	0 days	Tue 11/26/13	Tue 11/26/13	100
102	6.0 Conceptual Cost Estimates and Phased Approach	55 days	Fri 9/6/13	Mon 11/25/13	
103	6.1 Develop Conceptual Cost Estimates for Alternatives	25 days	Fri 9/6/13	Thu 10/10/13	
104	6.1.1 Develop Conceptual Cost Estimates for Alternatives	10 days	Fri 9/6/13	Thu 9/19/13	67

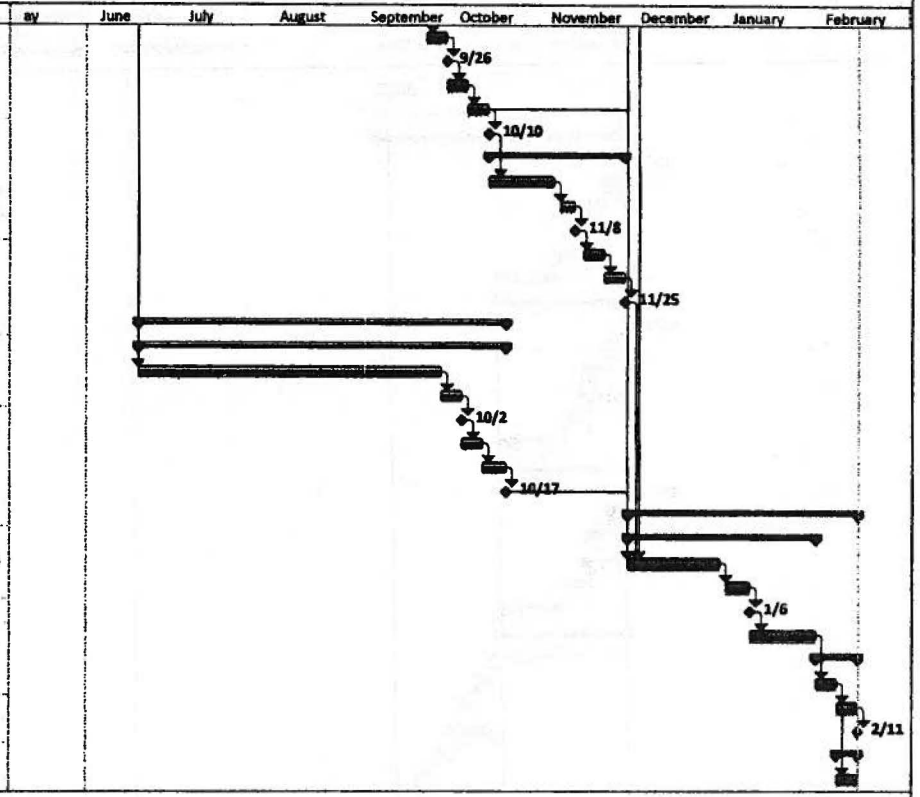


Project: LACMTA Metrolink San B
Date: Fri 8/30/13

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline | Progress

LACMTA Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan

ID		Task Name	Duration	Start	Finish	Predecessors
105		6.1.2 QA/QC of Conceptual Cost Estimates for Alternatives	5 days	Fri 9/20/13	Thu 9/26/13	104
106		Submit for Agency Review	0 days	Thu 9/26/13	Thu 9/26/13	105
107		6.1.3 LACMTA, SANBAG & SCRRA Review of Cost Estimates	5 days	Fri 9/27/13	Thu 10/3/13	106
108		6.1.4 Revise Conceptual Cost Estimate of Final Alternative(s)	5 days	Fri 10/4/13	Thu 10/10/13	107
109		Final Submittal of Conceptual Cost Estimate of Final Alternative(	0 days	Thu 10/10/13	Thu 10/10/13	108
110		6.2 Develop Phasing Plan for Preferred Alternative(s	30 days	Fri 10/11/13	Mon 11/25/13	
111		6.2.1 Develop Phasing Plan for Preferred Alternative(s)	15 days	Fri 10/11/13	Fri 11/1/13	109
112		6.2.2 QA/QC of Phasing Plan for Preferred Alternative(s)	5 days	Mon 11/4/13	Fri 11/8/13	111
113		Submit for Agency Review	0 days	Fri 11/8/13	Fri 11/8/13	112
114		6.2.3 LACMTA, SANBAG & SCRRA Review of Phasing Plan	5 days	Tue 11/12/13	Mon 11/18/13	113
115		6.2.4 Revise Phasing to Incorporate Feedback from Agencies	5 days	Tue 11/19/13	Mon 11/25/13	114
116		Final Submittal	0 days	Mon 11/25/13	Mon 11/25/13	115
117		7.0 Prioritization Strategy	85 days	Fri 6/14/13	Thu 10/17/13	
118		7.1 Develop Prioritization Strategy	85 days	Fri 6/14/13	Thu 10/17/13	
119		7.1.1 Develop Prioritization Strategy	71 days	Fri 6/14/13	Tue 9/24/13	1FS+13 days
120		7.1.2 QA/QC of Prioritization Strategy	5 days	Wed 9/25/13	Tue 10/1/13	119
121		Submit for Agency Review	0 days	Wed 10/2/13	Wed 10/2/13	120
122		7.1.3 LACMTA, SANBAG & SCRRA Review of Phasing Plan	5 days	Wed 10/2/13	Tue 10/8/13	121
123		7.1.4 Revise Phasing to Incorporate Feedback from Agencies	5 days	Wed 10/9/13	Wed 10/16/13	122
124		Final Submittal	0 days	Thu 10/17/13	Thu 10/17/13	123
125		8.0 Preparation of Final Report and Presentation	60 days	Wed 11/27/13	Tue 2/11/14	
126		8.1 Develop Draft Report	40 days	Wed 11/27/13	Tue 1/28/14	
127		8.1.1 Develop Draft Report	20 days	Wed 11/27/13	Fri 12/27/13	67,80,87,94,101,108,116,124
128		8.1.2 QA/QC of Draft Report	5 days	Mon 12/30/13	Mon 1/6/14	127
129		Submit for Agency Review	0 days	Mon 1/6/14	Mon 1/6/14	128
130		8.1.3 LACMTA, SANBAG & SCRRA Review of Draft Report	15 days	Tue 1/7/14	Tue 1/28/14	129
131		8.2 Develop Final Report	10 days	Wed 1/29/14	Tue 2/11/14	
132		8.2.1 Revise Report to Incorporate Feedback from Agencies	5 days	Wed 1/29/14	Tue 2/4/14	130
133		8.2.2 QA/QC of Final Report	5 days	Wed 2/5/14	Tue 2/11/14	132
134		Final Submittal	0 days	Tue 2/11/14	Tue 2/11/14	133
135		8.3 Develop Board Presentation	5 days	Wed 2/5/14	Tue 2/11/14	
136		8.3.1 Develop Board Presentation	5 days	Wed 2/5/14	Tue 2/11/14	132



Project: LACMTA Metrolink San B
Date: Fri 8/30/13

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline | Progress

San Bernardino Line Infrastructure Improvement Strategic Plan

Metro / SCRRA MOU - SCRRA Proposed Estimate

Task	Hours	Fully Burdened Rate $/hr	Cost $
1) Meetings and Conference Calls	40	200	8,000
2) Review of Reports and Drawings	40	200	8,000
3) Program Management / Administration	10	150	1,500
4) PM Reports	10	200	2,000
5) Hi-rail	8	150	1,200
6) Flagging	5 shifts	$1200/shift	6,000
Sub-total			**$26,700**
10% Contingency			2,670
TOTAL			**$29,370**

FA MEASURE R PROGRAM - ATTACHMENT D

REPORTING & ADMINISTRATIVE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D1) is required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit a quarterly report to the LACMTA at **P.O. Box 512296, Los Angeles, CA 90051-0296.** Please note that letters or other forms of documentation may **not** be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.

- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	Report Due Date
July –September	30-Nov
October - December	28-Feb
January - March	31-May
April - June	31-Aug

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (MOU Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his designee.

- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.

- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the Grantee for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.

- LACMTA is not responsible for, and will not reimburse any costs incurred by the Grantee prior to the execution of the MOU, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her designee.
- The MOU is considered executed when the LACMTA Chief Executive Officer or her designee signs the document.

DEFINITIONS

- Local Participation: Where local participation consists of "in-kind" contributions rather than funds, the following contributions may be included:

- Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.

- Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
- Donations of volunteer services dedicated to the project.

- A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.

- In-eligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered in eligible.

Los Angeles Metropolitan Transportation Authority

2013 Federal Transportation Improvement Program ($000)

TIP ID **LA0G984** Implementing Agency Los Angeles County MTA

Project Description: Feasibility study on the Metrolink San Bernardino Line to develop an Infrastructure Improvement Strategic Plan towards increased capacity on the Line. The Project is in the L.A. and San Bernardino Counties.

SCAG RTP Project #:
Study:N/A Is Model: Model #:
PM: Jay Fuhrman - (213) 922-2810
Email: fuhrmanj@metro.net
LS: N LS GROUP#:
Conformity Category:

System :Transit Route : Postmile: Phase: No Project Activity Completion Date 01/22/2014

Transit Rt: Transit Mode: Fare: Trans Fee: Prk Ride Loc: Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 01/22/2014

Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region:

Headway Peak: Headway OP: Stop Time : Parking $: Stop Dist: CTIPS ID: EA #: PPNO:

Program Code: PLN40 - PLANNING Stop Loc:

	PHASE	PRIOR	12/13	13/14	14/15	15/16	16/17	17/18	BEYOND	TOTAL
MR03 - Measure R 3% Metrolink Capital	PE			$1,000						$1,000
	RW			$0						$0
	CON			$0						$0
	Subtotal			$1,000						$1,000

TOTAL PE: $1,000 TOTAL RW: $0 TOTAL CON: $0

- General Comment: new planning project See attached for the Measure R funding plan (Attachment A).
- Modeling Comment:
- TCM Comment:
- Narrative: New Project

MR03:
▶ Add funds in 13/14 in ENG for $1,000
Total project cost $1,000

Last Revised Amendment 13-50 - Submitted Change reason:New project Total Cost **$1,000**

Tuesday, August 27, 2013

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 5

Date: October 17, 2013

Subject: Amendment of Financial Commitment to the Southern California Regional Rail Authority for Fiscal Year 2013/2014

Recommendation:* That the Committee recommend the Board:

1. Approve an increase to the Fiscal Year 2013/2014 Southern California Regional Rail Authority operating assistance allocation in the amount of $19,000 from $11,442,000 to $11,461,000 using Valley Local Transportation Funds.

2. Approve deferring disbursement of Fiscal Year 2013/2014 Valley Local Transportation Funds to Southern California Regional Rail Authority in amount equal to the State Transit Assistance Funds being withheld by the State as a result of Southern California Regional Rail Authority not submitting their Fiscal Year 2011/2012 State Controller's Report in a timely manner.

Background: On April 26, 2013, the Southern California Regional Rail Authority (SCRRA) board authorized the release of the Fiscal Year 2013/2014 preliminary budget. Adoption of the final budget was scheduled for June 28, 2013, contingent upon each of the five (5) member agencies approving their financial contribution for the fiscal year. SANBAG staff presented the preliminary budget to Commuter Rail and Transit Committee on June 20, 2013, which was subsequently approved at the July 2013, SANBAG Board of Directors meeting. The final budget SCRRA approved at their June 28, 2013 Special Board of Directors varied from the preliminary budget resulting in the SANBAG operating assistance allocation being $19,000 higher. Recommendation

*

Approved
Commuter Rail and Transit Committee

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
CRTC1310c-jrf
http://portal.sanbag.ca.gov/mgmt/workgroups/transit/transitagencies/metrolink/Budgets/SCRRA%202014%20Adopted%20Budget.pdf

No. 1 in this item is requesting approval of an updated member agency share of $11,461,000. The final amount approved by the SCRRA Board of Directors decreased from the initial draft provided at the April 2013 SCRRA meeting, but has increased from what was initially approved by the SANBAG Board. Changes between the SCRRA draft budget developed in April 2013 and final budget include:

- 5% average fare increase (excluding student fares)
- 3% average merit increase for eligible staff
- Adjusting the $10 weekend pass to a weekend day pass
- Requiring Personal Care Attendants (PCAs) to purchase and ID card for $25 for the initial PCA, and $10 for each additional PCA
- Increasing weekday service on the 91 line by 2 round trips
- Increasing Sunday service on the Antelope Valley line by 3 round trips
- Begin utilization of the Eastern Maintenance Facility (EMF)

SANBAG has sufficient Valley Local Transportation Funds (LTF) available to fund the additional $19,000 subsidy requested in the final Fiscal Year 2013/2014 budget without adversely affecting the transit and rail program as it is currently constituted.

Recommendation No. 2 is in regards to the State Controller's Office withholding disbursement of a portion of the State Transit Assistance Funds (STAF) SANBAG receives due to SCRRA not submitting their Fiscal Year 2011/2012 State Controller's Report in a timely manner. SANBAG receives STAF under two formulas; population and operations. The operations portion is based on the amount of fare revenue each operator collects. The portion being withheld is associated with the fare revenue SCRRA reports. Staff is requesting approval to defer disbursement of Fiscal Year 2013/2014 Valley LTF to SCRRA in amount equal to the STAF being withheld by the State in order to adjust for the reduced revenue. Upon disbursement of the STAF funds being withheld by the State, SANBAG will disburse any Valley LTF funds being deferred.

Financial Impact: There are sufficient funds in the Fiscal Year 2013/2014 budget as staff estimated $11,900,000 of Valley LTF funds for the SCRRA operating allocation when the budget was developed.

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

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

CRTC1310c-jrf

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 6

Date: October 17, 2013

Subject: Amendment No. 1 to Bikeway License Agreement C09121 to cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with the City of Redlands

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

1. Approve Amendment No. 1 to C09121 with the City of Redlands granting an amendment to the Bikeway license agreement on the Redlands Subdivision railroad right-of-way, City of Redlands between mile post 10.1 and 11.7;

Background: Between 1991 and 1993, San Bernardino Associated Governments (SANBAG) acquired the Baldwin Park branch line, the Pasadena Subdivision, and the Redlands branch line, all railroad rights-of-way, for its commuter rail program. Following the acquisition of these rail assets, in 1994, SANBAG contracted with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to provide property management services. During 2011, SANBAG went through a procurement process to bid the services provided by the LACMTA and on May 4, 2011, the Board awarded Contract No. C11206 to Epic Land Solutions.

*

Approved
Commuter Rail and Transit Committees

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

CRTC1310a-mmm
Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C09121-01.docx

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

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

The City of Redlands Bikeway license agreement amendment to C09121 to be granted will be for an at grade use of the property between Grove Street and Wabash Avenue on SANBAG's rail right-of-way property in the City of Redlands, approximately 8,448 Lin. Ft (1.6 miles). The use of the property will be for construction, maintenance and use as a bikeway and pedestrian walkway; along with associated landscaping and appurtenances.

This agreement was originally executed by LACMTA in January 2009; with a term of 20 years. The license does allow SANBAG to terminate the license with thirty (30) days prior written notice.

It is necessary to refine the boiler-plate license agreements. Staff is currently working with General Counsel to develop a policy governing future licenses, leases and agreements for SANBAG's right-of-way and property. Options would likely include a range from continuing to present each new or amended agreement to the Board for action or by creating boilerplate documents approved by the Board that could be executed by the Executive Director or his designee.

Financial Impact: Approval of this item will result in the payment of a $11,000 one-time administration fee to Epic Land Solutions, Inc. by the City of Redlands.

All fees will be collected by Epic on behalf of SANBAG and retained in the SANBAG rail assets trust account until the funds are transmitted to SANBAG's finance department. The revenue may be budgeted in subsequent Fiscal Years for projects that benefit SANBAG's rail systems/assets.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Bikeway License Agreement.

Responsible Staff: Monica Morales, Transit Specialist

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 09121 Amendment No. 01

By and Between

City of Redlands and San Bernardino Associated Governements

Contract Description Bikeway License on the Redlands Subdivision Mile Post 10.1

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approve Amendment No. 1 to C09121 with the City of Redlands granting an amendment to the Bikeway license agreement on the Redlands Subdivision railroad right-of-way, City of Redlands between mile post 10.1 and 11.7;

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

CONTRACT OVERVIEW

Original Contract Amount	$	0.00	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$	0.00	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	11,000.00	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	11,000.00	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	11,000.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
1/6/2009	12/31/2028	

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

FINANCIAL INFORMATION

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

☐ A Budget Amendment is required.

How are we funding current FY? Rail Assets

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

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

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Monica M. Morales	Monica M. Morales	10-9-13
Project Manager (Print Name)	Signature	Date
Task Manager (Print Name)	Signature	Date
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

CONTRACT NO: C09121
Amended and Restated License Agreement

By and Between

SAN BERNARDINO ASSOICATED GOVERNMENTS acting as the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

And

CITY OF REDLANDS

For

Bikeway License on the Redlands Subdivision Mile Post 10.1

AMENDED AND RESTATED LICENSE AGREEMENT

This AMENDED AND RESTATED LICENSE AGREEMENT ("Agreement") is made and entered into as of _____, 2013 by and between the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, acting in its capacity as the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION AND THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SANBAG"), and the **CITY OF REDLANDS** a municipal corporation, ("LICENSEE"), with reference to the following facts:

A. WHEREAS, The parties previously entered into Contract C09121, a License Agreement permitting a Bikeway to be built and maintained by Licensee along and across a specific portion of SANBAG's railroad right of way; and

B. WHEREAS, The parties now desire to modify and correct certain provisions of Contract C09121 and to restate the Agreement between them in all other respects.

Now therefore the parties, upon and in consideration of the agreements, covenants, terms and conditions below, agree that Contract C09121 is hereby amended and restated and therefore replaced with the following:

PART I

BASIC LICENSE PROVISIONS

1. Description of License Property: An at grade use of the property known as SANBAG's Redlands Subdivision right-of-way between Grove Street on the western extent, at Mile Post 10.1 and Wabash Avenue at the easterly extent at Mile Post 11.7, in the City of Redlands, County of San Bernardino, State of California, as shown on the attached Exhibit "A"

   Approximate area: Eighty Thousand Four Hundred Forty Eight Linear Feet (80,448 Lin. Ft.) One and Six Tenths Miles (1.6 Miles) (§1.1)

2. Use of License Property:
   Construction, maintenance and use by the public as a bikeway and pedestrian walkway and associated landscaping and appurtenances only, and no other uses (§1.1, §10)

3. Commencement Date:
   January 1, 2009

   (§1.2)

4. Term (check one):
   ☐ A. Month-to-month

☒ B. The initial term shall be Twenty years,
Commencing on the Commencement Date and ending on December 31, 2028, unless terminated sooner by SANBAG as provided in Item 1.2 or Item 26.14 of the General License Provisions.
License shall automatically extend five (5) additional years at the end of the initial term, and shall continue with recurring five (5) year renewal options for each extension period after Term. (§1.2)

5. License Fees: (§2.1)
Licensee will pay to SANBAG the sum of $11,000.00 (Eleven Thousand Dollars) as a one-time administrative fee for the recovery of SANBAG's expenses, which shall be payable upon execution of this Amended and Restated License Agreement.

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

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

8. Licensee's Address:
CITY OF REDLANDS
35 Cajon Street, Ste 15A
Redlands, California 92373 (§24.1)
Attn: Ross Wittman

9. Facility (Hereinafter referred to as "Bikeway"):
A bicycle path, pedestrian walkway, trash receptacles, appurtenant improvements, drainage facilities, irrigation system and all landscaping materials, whether planted as part of this project or pre-existing and allowed to remain in place by Licensee. (§1.1)

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II are incorporated into and made part of this Agreement.

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

CITY OF REDLANDS

By: _____

Date: _____

San Bernardino Associated Government, acting in its capacity as the: SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY and SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

By: _____
W.E. Jahn
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator

INDEX TO LICENSE AGREEMENT - PART II

PART II - GENERAL LICENSE PROVISIONS

1. GRANT OF LICENSE/TERM

1.1 Grant of License. SANBAG hereby grants a non-exclusive license to Licensee in, on, over, under, across and along the real property of SANBAG in the location shown in the diagram attached hereto as Exhibit A and described in Item 1 of the Basic License Provisions (the "License Property"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Bikeway described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto (the "Bikeway"), for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Bikeway. In connection with this grant of license, Licensee, its council members, officers, directors, affiliates, employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SANBAG if necessary for the construction, operation and maintenance of the Bikeway, but only after Licensee has received the prior written approval of SANBAG for such entry and access. Right of access onto adjoining real property of SANBAG does not extend to the public, which Licensee shall take all reasonable methods to exclude from such adjoining property of SANBAG. The License Property, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property".

1.2 Term of Agreement. The term of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4.B of the Basic License Provisions, or if Item 4.A is checked, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. If Item 4.B of the Basic License Provisions is filled in, then this Agreement shall be a license for the term specified in said Item 4.B; provided, however, that SANBAG shall have the right to, without cost or liability to SANBAG, terminate the License, relocate, alter, and/or make other changes to the License Property as required by SANBAG at Licensee's sole cost and expense prior to the date specified in Item 4.B as further specified in Item 26.14, by delivering one *hundred eighty (180) days'*-prior written notice to Licensee, provided that SANBAG, in its sole, reasonable judgment, determines that it is required to carry out a public project.

SANBAG shall also have the right to terminate this Agreement, at any time, for the additional following reasons:

(a) If Licensee abandons the Bikeway or the License Property, no notice of termination is necessary, and this Agreement shall immediately terminate as set forth in Section 13.

(b) If Licensee breaches this Agreement, no notice of termination is necessary, and this Agreement shall immediately terminate, as set forth in Section 14.

The term of this Agreement as provided above is referred to as the "Term".

1.3 Condition of License Property. Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this Agreement is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in good and satisfactory condition as of the Commencement Date.

2 PAYMENTS

Licensee will pay to SANBAG the sum of $11,000.00 (Eleven Thousand Dollars) as a one-time administrative fee as set forth in Item 5 of the Basic License Provisions. There shall be no annual License Fee.

3. TAXES

Intentionally omitted

4. DESIGN AND CONSTRUCTION

4.1 Submittal of Plans. Prior to commencement of any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal (hereinafter, "Work") on the License Property, Licensee shall submit work plans, including, without limitation, the irrigation plans and the specific types of trees and landscape contemplated in the design, to SANBAG for review and approval. Licensee will consult with SANBAG during the design phase to ensure SANBAG's approval and to coordinate project concerns. Any such Work must be carried out pursuant to work plans approved in writing by SANBAG. If there are existing tenants on the License Property, Licensee will work with the tenants and, if at all possible, will prepare work plans compatible with the existing tenants.

4.2 Contents of Work plans. The SANBAG will approve only low maintenance trees and plants, including non-deciduous trees and shrubs which provide minimal root disruption to the surface and which require minimal trimming. No landscape materials will be planted in the proximity of any existing billboards, which, even when fully mature, would obstruct any visibility of the billboard from adjacent vehicular roadways. Licensee will also indicate in the work plans that it had contacted Dig-Alert and considered any underground utilities in its design and construction plans.

4.3 Performance of Work. Any Work performed or caused to be performed by Licensee on the Bikeway or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the SANBAG's rules and regulations), building codes and ordinances; (c) only after execution of a written right of entry agreement with SANBAG by Licensee and/or Licensee's Parties, and (d) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SANBAG. In addition, Licensee shall provide SANBAG with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Bikeway, except in cases of emergency, in which event Licensee shall notify SANBAG's representative personally or by phone, as outlined in Section 11 hereof, prior to commencing any Work.

To avoid damaging SANBAG's underground signaling system, Licensee or Licensee's Parties shall not perform any excavation work along any portion of the Licensee Property lying within one hundred fifty (150) feet of any at-grade road crossing, until it has received approval from SANBAG to perform such work.

4.4 Prior Notification for Work and Request for Protective Services. Prior to commencing any Work which is conducted entirely within the License Property, Licensee shall notify SANBAG in writing, at least ten (10) business days in advance of the date Licensee would like to commence such Work. In such notice, Licensee shall specify: (i) the type of work to be performed and its location; (ii) the date(s) the work is scheduled to be performed, (iii) the name, contact person and telephone number of the contact person for each contractor or Licensee department planning to access the SANBAG Property to conduct the work, and (iv) whether any person or equipment will be within twenty five (25) feet of any track during the course of the work.

SANBAG shall then determine whether an SANBAG flag person needs to be present during the work, whether Licensee, SANBAG needs to implement any special protective or safety measures, and whether additional insurance is required during the course of the work. The provision of a flag person and the implementation of any special protective or safety measures shall collectively be referred to in this Agreement as "Protective Services". If Protective Services are required and performed by SANBAG, Licensee shall pay SANBAG (as applicable) for same.

Licensee understands that prior notification of SANBAG as set forth herein does not guarantee the availability of Protective Services for the date Licensee proposes to do the work, and Licensee agrees not to enter the SANBAG Property to conduct the work, nor allow Licensee's Parties to do same, prior to securing the SANBAG required Protective Services and approval to proceed with such work.

4.5 Soil Handling Procedures. Only Clean Soil (defined below) may be brought upon, used and/or spread on the SANBAG Property by Licensee in conjunction with Licensee's construction or maintenance of the Bikeway. Any soil currently existing on the SANBAG Property may not be spread on the property unless and until it is characterized as Clean Soil to the reasonable satisfaction of SANBAG. The terms used in this Section shall have the following meanings:

(a) "Clean Soil": Soil that is free from Hazardous Materials.

(b) "Import Soil": Soil which did not originate from the SANBAG Property.

(c) "Hazardous Materials": As defined in Section 18 of this Agreement.

(d) "Soil": Soil, dirt, soil amendments, topsoil, soil conditioners, fertilizers, backfill mix and any other soil mixture.

Licensee shall not bring upon or use any Import Soil on SANBAG Property in conjunction with the Work provided under this Agreement, unless the following conditions have been met: (i) the Import Soil does not contain rubbish, debris, or rocks greater than six (6) inches in dimension: (ii) the Import Soil is Clean Soil; and (iii) prior to putting the Import Soil on the SANBAG Property, Licensee provides documentation to SANBAG's reasonable satisfaction that the requirements (i) and (ii) above have been met.

4.6 As-Built Drawings. Within ninety (90) days after the substantial completion of the construction and installation of the Bikeway, Licensee shall deliver to SANBAG, for SANBAG's review and approval, two (2) full sets of as-built drawings for the Bikeway (the "As-Built Drawings"), which shall be developed, altered and/or changed so as to meet the requirements of SANBAG. At a minimum, however, such As-Built Drawings shall: (i) be substantially of the form of the work plans which were approved in writing by SANBAG; (ii) include all changes to the work plans which were approved in writing by SANBAG; (iii) show all improvements and construction performed by Licensee on the License Property; (iv) clearly indicate and label the area of the License Property; (v) show the centerline of the railroad tracks existing on the SANBAG Property, as of the date that construction and installation of the Bikeway was substantially complete; and (vi) show, to scale, on all plan view and cross section drawings, the northeasterly and southwesterly boundaries of the License Property with respect to the centerline of the railroad tracks set forth in item (v) above, and the northeasterly and southwesterly extent of the Bikeway with respect to the centerline of the railroad tracks set forth in item (v) above. To the extent that the As-Built Drawings indicate or show that the Bikeway has not been constructed pursuant to the construction plans and specifications approved by SANBAG Licensee shall, at the request of SANBAG, rebuild, reconstruct and/or reinstall the Bikeway, at Licensee's sole cost and expense, so that the Bikeway will be constructed, located and installed in accordance with the approved construction plans and specifications and the approved changes thereto. Failure to provide As-Built Drawings to the SANBAG as set forth herein shall be deemed a material breach of this Agreement.

5. CONTRACTORS; APPROVAL AND INSURANCE

5.1 Approval. Any contractors of Licensee (Licensees" Parties) performing Work on the Bikeway or the License Property shall first be approved in writing by SANBAG, and shall enter into a written right-of-entry agreement with SANBAG. SANBAG reserves the right, throughout the Term of this Agreement, to refuse entry to the License Property to any of Licensee's Parties if SANBAG have cause to do so. Licensee agrees to refuse entry onto the License Property to any of Licensee's Parties rejected by SANBAG in accordance with the provisions of this Section.

5.2 Insurance. Licensee shall cause any of Licensee's Parties which (i) may be involved with such Work, or (ii) may,, for any reason, need to enter onto the License Property, to obtain

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

6. COMMUNITY CONCERNS

Licensee shall be responsible for addressing any community concerns and questions relating to the Bikeway, and nay Work performed on License Property including, without limitation, termination of existing leases, and ongoing maintenance of the License Property and the removal of the Bikeway at the termination of this Agreement, as provided in Section 15.

7. REIMBURSEMENT

Licensee agrees to reimburse SANBAG for all reasonable costs and expenses incurred by them in connection with any work on, or maintenance of, the License Property or the Bikeway, including, but not limited to costs incurred by SANBAG in: (i) furnishing any materials or performing any labor, (ii) reviewing Licensee's construction plans and specifications, and/or any changes thereto, (iii) inspecting any work of Licensee or Licensee's Parties, (iv) furnishing of those watchmen, flagmen and inspectors as SANBAG deems necessary, and (v) furnishing other items or performing other acts as SANBAG in their sole discretion deems necessary to monitor or aid in compliance with this Agreement. Licensee shall reimburse SANBAG for any such cost or expense immediately upon receipt of a bill or an invoice therefor.

8. LIENS

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

9. LANDSCAPING

SANBAG shall have the right to review and approve landscape plans prior to installation of the landscape materials, as outlined in Section 4, including any modifications made to the landscaping throughout the term of this License.

10. FENCING AND GATES

Licensee, at its sole cost and expense, shall install fencing and gates on the License Property, which shall be approved by SANBAG and shall maintain ~~Licensee's installed fencing and gates and SANBAG's existing tubular steel~~ fencing on SANBAG Property in conjunction with one another so as to prevent the public from accessing the SANBAG Property lying adjacent to the Bikeway. The ~~new fencing and SANBAG's tubular steel~~ fencing shall be referred to collectively in this Agreement as the "Barrier Fencing". If requested by SANBAG, Licensee agrees to install locked gates in the Barrier Fencing at locations to be specified by SANBAG. The new fencing and gates to be installed by Licensee shall be manufactured and installed pursuant to the specifications of SANBAG. Such gates will be used to provide access to adjacent SANBAG Property for the benefit of SANBAG and the beneficiaries of any agreement or other property right affecting such SANBAG Property. The Barrier Fencing and any required gates shall be included on any work plans required by SANBAG. All fencing and gate installation and Barrier Fencing maintenance work shall be done in accordance with the provisions of this Agreement, and to the satisfaction of SANBAG. SANBAG shall retain custody and be fully responsible for all locks and keys which allow access through the installed protective gates.

11. MAINTENANCE AND REPAIR

11.1 General Maintenance Responsibilities. Licensee, at Licensee's sole expense, shall maintain the License Property and the Bikeway in a first-class condition during the Term of this Agreement and shall be responsible for all incremental costs related to development of the Bikeway, and maintenance of the License Property and the Bikeway as necessary to keep the License Property and the Bikeway in good order and condition, to SANBAG's satisfaction. Licensee's maintenance responsibilities shall include, but not be limited to, keeping the Bikeway and all other facilities and improvements of Licensee on the License Property weed, graffiti and litter-free to the satisfaction of SANBAG. In, addition, Licensee shall ensure that (i) all landscaping which is a part of the Bikeway be adequately

watered, fed and pruned, so as to be maintained in a healthy condition; (ii) any and all signs required by SANBAG as part of the Bikeway be maintained in a clean, readable condition, and (iii) all drainage facilities constructed to accommodate the Bikeway be maintained to allow for free flow of water. Licensee's maintenance obligations are further described in Exhibit "D", attached hereto.

11.2 Irrigation. Licensee shall pay for all costs to irrigate the Bikeway and the costs for associated utilities, including without limitation, water.

11.3 Maintenance of Barrier Fencing. Licensee shall further ensure that all approved Barrier Fencing be maintained to prevent unauthorized access to SANBAG Property lying adjacent to ~~and northeasterly of~~ the License Property. All materials used to maintain and repair the Barrier Fencing shall be materially similar to the original fencing material, and shall be to the satisfaction of SANBAG.

11.4 Immediate Repair. If any portion of the SANBAG Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property by Licensee or Licensee's Parties, including but not limited to damage to the Barrier Fencing, damage arising from vandalism (including graffiti), accident, or damage arising from any tests or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the SANBAG Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regarding and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties. If Licensee fails to maintain the License Property to SANBAG satisfaction, SANBAG may, but is not obligated to, maintain and clean up the Licensee Property and Licensee shall immediately reimburse the applicable party for its costs.

11.5 Overhead and Underground Installations. Licensee shall ensure that Licensee or Licensee's Parties protect from damage all underground and aboveground installations and improvements, including pipelines, fiber optic cables, overhead wire lines and billboards which are located on SANBAG Property and which may be impacted by construction, maintenance and/or use of the Bikeway. Licensee shall call Underground Service Alert (Dig-Alert) prior to any underground probe or excavation within the SANBAG Property. In addition, Licensee shall coordinate all work so as to not adversely hinder access to these installations and improvements by the owners.

11.6 Access for Normal Maintenance Work. Normal maintenance work which is conducted entirely within the License Property and southwesterly of the Barrier Fencing may be performed by Licensee or Licensee's parties without written notice to SANBAG; provided that Licensee and Licensee's Parties performing such maintenance work have previously received SANBAG's written approval to access the License Property for such purposes. Prior to commencing such normal maintenance work, however, the party performing such work is to provide SANBAG with at least 48 hours' advance notice by phone, identifying the time, duration and location of said work.

11.7 Access for Emergency Work. In cases where Licensee reasonably determines that emergency work is necessary, Licensee shall use its best efforts to contact SANBAG's representative personally or by phone prior to commencing such work. During any emergency work, Licensee shall comply with all requests and requirements of SANBAG staff or contractors responding to the emergency.

12. USE

The License Property and the Bikeway shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the use of the License Property or to the Bikeway without SANBAG's prior review and written approval.

In no event can the License Property be used for park or recreational purposes.

13. ABANDONMENT

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

14. BREACH

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

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

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

15. SURRENDER

As a condition to termination of this Agreement for any reason or on the expiration of this Agreement, unless otherwise agreed to by SANBAG in writing to leave in place any part of the Bikeway, Licensee at its own cost and expense, shall (i) relocate the landscaping and improvements, except for SANBAG's ~~tubular steel~~ fencing, or remove the Bikeway, as determined by the SANBAG in its sole discretion; and (ii) restore the SANBAG Property to a state and condition satisfactory to SANBAG. Should Licensee fail to comply with the requirements of the preceding sentence, SANBAG may at its option perform the same at Licensee's expense, which costs Licensee agrees to pay to SANBAG on demand. Notwithstanding anything herein to the contrary, SANBAG may, in its sole discretion, request Licensee to leave all or a portion of the Bikeway in place on the License Property, in which case, it would elect to assume title and ownership of said Bikeway, at no cost to SANBAG. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Bikeway is removed and the SANBAG Property is restored.

16. INDEMNIFICATION

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

The foregoing indemnity shall be effective except to the extent any liability is caused by the active negligence or willful misconduct of Indemnitees or unless Indemnitees are fully indemnified by any other lessee and/or licensee (unrelated to this License), shall survive termination of this Agreement, and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. Upon request of SANBAG, Licensee shall provide insurance coverage, as provided in Section 18, for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

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

17. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Bikeway, the License Property and any other property of, or under the control or custody of, Licensee. Licensee's assumption of risk shall include, without limitation, loss or damage caused by: (i) defects in Licensee's improvement on the License Property, (ii) accident or fire or other casualty caused by Licensee on the Licensee Property, (iii) normal and customary railroad activity, including SANBAG's transit operations, freight or other passenger rail operations, and the operations of any construction, maintenance or repair company validly operating on the SANBAG Property and including electrical discharge, noise or vibration resulting from said railroad activity on or near SANBAG Property but not including derailments caused by such rail activity, or (iv) any normal and customary response by SANBAG or any of the Indemnitees with respect to any event resulting from the foregoing Items (i) through (iii). The "SANBAG" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SANBAG's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SANBAG. Licensee, on behalf of itself and its Personnel (as defined in Section 16), and to the extent permitted by law, its invitees, as a material part of the consideration for this Agreement, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Licensee and/or its Personnel.

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

18. INSURANCE

Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Agreement insurance as required by SANBAG in the amounts and coverages specified and issued by insurance companies as described on Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and upon giving 60 days' notice to Licensee, to change the amount and type of insurance coverage it requires in connection with this Agreement or any work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish SANBAG with insurance endorsements or certificates evidencing the existence, amounts and coverage's of the insurance required to be maintained hereunder. As a public entity, Licensee may satisfy this requirement through the use of commercial insurance, self-insurance, risk pooling or risk retention, or any combination thereof at Licensee's option. SANBAG shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

19. TESTS AND INSPECTIONS

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

20. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Except for Hazardous Materials expressly approved by SANBAG in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed,

defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects. Licensee will not be responsible for any condition existing prior to the commencement of this License.

Licensee shall indemnify, defend (by counsel acceptable to SANBAG) and hold harmless the Indemnitees (as defined in Section 16) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Bikeway or the License Property or contamination of the SANBAG Property or adjacent property (i) which occurs due to the use and occupancy of the Bikeway or the SANBAG Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

The foregoing indemnity shall be effective except to the extent any liability is caused by the act of negligence or willful misconduct of Indemnitees or unless Indemnitees are fully indemnified by any other lessee and/or licensee (unrelated to this License), shall survive termination of this Agreement, and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

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

21. UNDERGROUND STORAGE TANKS

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

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

22. SUBORDINATE RIGHTS

This Agreement is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property or any portion thereof in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto SANBAG, its successors, assigns and permittees, the right to construct, reconstruct, operate, maintain and use and/or relocate existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SANBAG Property, or any portion thereof, and in connection therewith the right to grant and convey to others, rights and interests to the SANBAG Property or any portion thereof. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the Property now or hereafter, and this Agreement is executed and delivered by SANBAG without warranty of title, express or implied, and the works "grant" or "convey" as used herein shall not be construed as a warranty of title or as a covenant against the existence of any such title exceptions.

In the event SANBAG is made aware of any intent by its permittees to perform any of the above-referenced activities, SANBAG agrees to request said permittees to promptly advise and fully inform Licensee with respect to said intentions.

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

Neither SANBAG nor any Indemnitee shall have any liability or obligation with respect to any acts or omissions of any of the beneficiaries of the above-referenced title exceptions. SANBAG, its successors, assigns and permittees shall, at all times, have the right to enter upon and use the License Property in common with Licensee, provided that such entry and use does not materially and adversely affect Licensee's long term use of said SANBAG Property.

The beneficiaries of the title exceptions and any other business operating on or possessing rights to use SANBAG Property, including the owners of any advertising signs located on said Property, are referred to herein as "Businesses".

Licensee agrees to pay any and all costs or expenses resulting from, or arising out of, construction of the Bikeway or related to Licensee's use and occupancy of the License Property, including all costs and expenses resulting from any Relocation Negotiations with any Business, the termination of such Business' right to use and occupy the SANBAG Property, and any relocation of any Business resulting therefrom.

23. COMPLIANCE WITH LAWS

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

24. CONDEMNATION

In the event all or any portion of the License Property shall be taken or condemned for another public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee assigns to SANBAG all compensation (if any) arising out of such taking or condemnation awarded to Licensee.

25. MARKERS

Intentionally omitted.

26. GENERAL PROVISIONS

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

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

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

26.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the

application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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

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

26.7 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all payment obligations concerning the condition of the SANBAG Property and the Bikeway.

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

26.9 Amendment. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

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

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

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

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

26.14 Termination for Public Project. Licensee hereby expressly recognizes and agrees that the License Property is located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects and other public uses (collectively "Project"), and that Licensee's use of the License Property under this License is *subject to SANBAG's right to terminate this License and/or to require Licensee to relocate the License Property, alter, or make changes as required by SANBAG, at Licensee's sole cost and expense unless relocation of the Bikeway is incorporated in the Project.* Accordingly, as a condition to entering into this License, SANBAG expressly reserves the right to *require Licensee to remove, relocate, alter, or make changes to the Bikeway as required by SANBAG, for any public Project.* Licensee expressly acknowledges and agrees that: (1) SANBAG may *relocate the License Property for any public project;* (2) Licensee will **NOT** oppose any public Project when planned or implemented on or adjacent to the License Property; and (3) in the event SANBAG *requires Licensee to cease using or relocate* the License Property for any public Project, Licensee (a) shall not be entitled to receive any relocation assistance,

Licensee
SANBAG

moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the License Property.

26.15 Future Need of License Property. If SANBAG shall at any time, or from time to time, so require by written notice thereof to Licensee based on the need of SANBAG, in its sole discretion, for the License Property for its public purposes Licensee shall reconstruct, alter, make changes as required by SANBAG, relocate or remove its Bikeway at Licensee's sole cost and expense.

26.16. Relocation. Licensee acknowledges that this License does not result in a tenancy or occupancy of real property subject to relocation assistance requirements of state or federal law, but to the extent that any government agency or court determines to the contrary, Licensee hereby expressly waives any right to relocation assistance, moving expenses, goodwill or other payments to which Licensee might otherwise be entitled under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601 et seq. and/or the California Relocation Assistance Law, as amended, Government Code 7260 et seq. but for this waiver and SANBAG's express right of termination.

26.17 Time of Essence. Time is of the essence.

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

26.19 [omitted]

26.20 Entire Agreement; Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

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

Exhibit "A"

License Property

[To Be Inserted]

Exhibit "B"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

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

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

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

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

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

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

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

Minimum Limits of Insurance (Check all applicable boxes)

Lessee, Licensee, or Permittee shall maintain limits no less than:

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

Deductibles and Self-Insured Retentions

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

Exhibit "B"

Other Insurance Provisions

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

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

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

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

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

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

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

Course of construction policies shall contain the following provisions:

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

Acceptability of Insurers

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

Verification of Coverage

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

Contractors and Subcontractors

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

Exhibit "C"

Permitted Hazardous Materials

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

Exhibit "D-1"

Additional Provisions

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

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

3. **Protection of Underground and Aboveground Installations.** Licensee shall ensure that it and Licensee's Parties protect, from and against any and all damage, all underground and aboveground installations and improvements, such as pipes, fiber optic lines and wires, which may be impacted by any work or any use of the Premises by Licensee. Any new utility lines and/or fiber optic crossings, etc., proposed to be added within the right of way by any party shall be applied for in the normal process and covered by separate License Agreement directly with SANBAG.

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

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

6. **Warranties.** SANBAG makes no warranties as to the suitability of the location for Licensee's intended use as to zoning, visibility, traffic count or any other factors which may cause Licensee to want to License the premises.

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

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

10. **SANBAG'S Right to Control Leasing and Licensing within entire Righ-of-Way**. SANBAG shall continue to control Leasing and Licensing within the entire Right of Way. All applications for new utility crossings, ground Leases, or similar uses outside the scope of the approved Bikeway Plan, shall continue to be under the direct control and management of SANBAG.

Exhibit "D-2"

Additional Maintenance Provisions. Licensee shall provide labor, equipment, tools and materials necessary to fully maintain the Bikeway and its landscaping. Maintenance tasks that Licensee will be responsible for shall include, but will not be limited to:

(a) Weed abatement, which will be performed on a monthly basis, or when necessary.

(b) Removal and disposal of refuse and debris, including broken concrete and asphalt, construction debris, scrap metal, broken glass, paper trash, furniture, appliances, automobile parts, shopping carts, tires, bicycles, dead vegetation, and other materials illegally dumped on the Bikeway. Debris shall be removed monthly and/or upon request.

(c) Landscape Maintenance:

Provide adequate watering for the planted trees, shrubbery and ground cover to keep plantings in a healthy condition.

Pruning of trees. During the first five years of establishment, trees shall receive at least annual pruning. All cuttings shall be disposed of off-site, the same day.

Planting design and subsequent trimming plans shall incorporate compliance with existing regulations related to visibility and clearance for vehicles and pedestrians (including bus stop clearance requirements) and to maintain adequate visibility to existing advertising billboards.

Tree trimming at bus stops shall meet requirements that no part of any tree shall extend beyond the curb line for the entire length of the red curb and that at the curb line, no part of any tree shall be lower than 13-feet above the street level.

Maintenance levels shall be sufficient to not pose a fire hazard to all SANBAG buildings and structures, including poles and wire lines.

City must respond to emergency situations, including trimming for public safety and visibility of traffic devices, signs, etc.

To facilitate railroad operations, the landscaping shall also be maintained so as to not:

(i) Obstruct railroad signs and signals
(ii) Interfere with railroad employees performing their duties on the SANBAG Property
(iii) Prevent the proper functioning of signal and communication lines
(iv) Railroad employees from visually inspecting moving equipment from their normal duty stations

Licensee shall maintain the all landscaping associated with the Bikeway and the License Property such that the same are at all times no closer than twenty (20) feet from the centerline of the nearest railroad track of the License Property.

Fencing and landscaping associated with the Bikeway lying within one hundred and fifty (150) feet of the centerline of any at-grade road crossing of SANBAG Property shall meet the following minimum requirements:

(i) Landscaping shall be maintained to a height of not more than three (3) feet above surrounding ground level
(ii) Fencing shall be maintained to a height of not more than four (4) feet above surrounding ground level

Investigate and resolve maintenance request as quickly as possible consistent with staff and equipment availability and City policy.

Post SANBAG approved signs regarding the Bikeway project and/or ownership of the Right of Way. Maintain and replace signs as necessary.

Remove graffiti from signs, posts and all hard structures appurtenant to the Bikeway and its landscaping on a weekly basis. Licensee shall not be responsible for maintenance of any erected billboards or appurtenances thereto.

In the event the Bikeway and SANBAG Property is not being maintained as herein provided, to SANBAG's satisfaction, SANBAG may perform, at Licensee's expense, any necessary work including, but not limited to, tree and other landscape trimming and fence replacement, and Licensee agrees to reimburse SANBAG for all incurred costs.

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 7

Date: October 17, 2013

Subject: Memoranda of Understanding for the Section 5339 Bus and Bus Facilities Formula Grants Program

Recommendation:* That the Committee recommend that the Board, acting as the San Bernardino County Transportation Commission:

1. Approve the Memorandum of Understanding C14015 among Southern California Association of Governments, Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission and San Bernardino Associated Governments for the Section 5339 Bus and Bus Facilities Formula Grants Program.

2. Approve the Memorandum of Understanding C14041 between San Bernardino Associated Governments and Omnitrans for the Section 5339 Bus and Bus Facilities Formula Grants Program.

3. Authorize the Executive Director and/or his designee to execute the Memoranda of Understanding No. C14015 and No. C14041.

*

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

Approved
Commuter Rail and Transit Committee

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

CRTC1310a-vj

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C14015.pdf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/C14041.doc

Background: Pursuant to the new two-year transportation reauthorization bill that was signed into law on July 6, 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21), funding is authorized for the Section 5339 Bus and Bus Facilities Formula Grants Program for the Federal Fiscal Year (FFY) 2012/2013 and FFY 2013/2014.

Funds from the Section 5339 Grants Program are for capital assistance projects to replace, rehabilitate, and purchase buses and related equipment, as well as to construct bus-related facilities.

SANBAG, acting in its capacity as the San Bernardino County Transportation Commission, is responsible for identifying any and all eligible subrecipients of Section 5339 Program funds within the county. SANBAG is further responsible for sub-allocating, consistent with the Section 5339 Program formula, Section 5339 Program funds among eligible subrecipients identified by SANBAG, and notifying Southern California Association of Governments (SCAG) and subrecipients of such sub-allocations and changes to such sub-allocations. SANBAG has identified Omnitrans as the only eligible subrecipient because these funds are only available to fixed route operators in the Valley Subarea. Victor Valley Transit Authority receives Section 5339 Program funds directly from FTA.

The Memoranda of Understanding recommended for approval between the applicable agencies clarify the roles and responsibilities of all parties with regard to implementation of the Section 5339 Programs.

Financial Impact: This item has no impact upon the SANBAG Budget.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has approved drafts of these agreements.

Responsible Staff: Vanessa Jezik, Transportation Programming Analyst

CRTC1310a-vj

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14015 Amendment No. _____

By and Between

SANBAG and SCAG

Contract Description MOU between SANBAG and SCAG defining roles and responsibilities for implementing Section 5339 Program.

Board of Director's Meeting Date: November 6, 2013
Overview of BOD Action: Approve the memorandum of understanding C14015 among SANBAG and SCAG for the Section 5339 Bus and Bus Facilities Formula Grants Program.

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

CONTRACT OVERVIEW

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

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
Effective date of contract	See termination terms Sep 30, 14	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0501.
☐ A Budget Amendment is required.
How are we funding current FY? N/A

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
FTA funding that SANBAG allocates but it does not flow through our books. Should it be used on a SANBAG project it would be budgeted under the appropriate task number. SANBAG does not receive FTA funds directly.

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Vanessa Jorde		8-28-13
Project Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	8/28/13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	8/28/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		
Contract Administrator (Print Name)	Signature	Date

W. SZMURSKY		6/30/15
Chief Financial Officer (Print Name)	Signature	Date

MEMORANDUM OF UNDERSTANDING (MOU)
AMONG THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS AND COUNTY TRANSPORTATION COMMISSIONS FOR THE SECTION 5339 BUS AND BUS FACILITIES FORMULA GRANTS PROGRAM
(MOU No. M-016-13)

RECITALS

WHEREAS, the Southern California Association of Governments (SCAG) is a joint powers agency formed pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (Section 6500 et seq.) and is the Metropolitan Planning Organization (MPO) recognized under 23 United States Code (U.S.C.) Section 134 and 49 U.S.C. Section 5303;

WHEREAS, SCAG is responsible for developing Regional Transportation Plans and Federal Transportation Improvement Programs (FTIPs), pursuant to 23 U.S.C. Section 134 et seq., 49 U.S.C. Section 5303 et seq., California Government Code Section 65080 et seq., and California Public Utilities Code Section 130300 et seq., and applicable regulations and guidance;

WHEREAS, SCAG is the Designated Recipient (as defined in 49 U.S.C Section 5302(4)) of Federal Transit Administration (FTA) Urbanized Area Formula Grants under 49 U.S.C. Section 5307 (Section 5307 Program) for the following large urbanized areas (UZAs) with populations of 200,000 or more (according to the latest U.S. Census) in the SCAG region: Los Angeles-Long Beach-Anaheim (UZA 2), Riverside-San Bernardino (UZA 22), Indio-Cathedral City (UZA 111), Santa Clarita (UZA 146), Murrieta-Temecula-Menifee (UZA 87), and Lancaster-Palmdale (UZA 112);

WHEREAS, the Orange County Transportation Authority (OCTA), the Los Angeles County Metropolitan Transportation Authority (Metro), the San Bernardino Associated Governments (SANBAG) acting in its capacity as the San Bernardino County Transportation Commission, and the Riverside County Transportation Commission (RCTC) (referred to individually herein as a "CTC" and collectively as "CTCs") are responsible for developing short-range Transportation Improvement Programs (TIPs) for their respective counties in coordination with SCAG and the municipal transit operators (pursuant to California Public Utilities Code Section 130303 et seq.), and for submitting their TIPs to SCAG for recommended inclusion in the FTIP;

WHEREAS, pursuant to the new two-year transportation reauthorization bill that was signed into law on July 6, 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21; P.L. 112-141), funding is authorized for the 49 U.S.C Section 5339 Bus and Bus Facilities Formula Grants Program (Section 5339 Program);

WHEREAS, the Federal Fiscal Year (FFY) is the accounting period for the federal government which begins on October 1 and ends on September 30;

WHEREAS, MAP-21 authorizes funding for the Section 5339 Program for FFY 2012/2013 and FFY 2013/14 for capital projects to replace, rehabilitate, and purchase buses and related equipment, as well as to construct bus-related facilities;

C14015

WHEREAS, the Section 5339 Program replaces the FTA Bus and Bus Facilities discretionary grants program previously under 49 U.S.C. Section 5309(b)(3);

WHEREAS, FTA guidance specifies that the Designated Recipient of Section 5339 Program funds for large UZAs shall be the same as the Designated Recipient of Section 5307 Program funds for such areas;

WHEREAS, SCAG, as the Designated Recipient of Section 5307 funds is also the Designated Recipient of 5339 Program funds for large UZAs identified herein within the SCAG region, and must apply to FTA on behalf of eligible Subrecipients for allocations of Section 5339 Program funds;

WHEREAS, SCAG is further responsible for administering Section 5339 Program funds allocated to Subrecipients;

WHEREAS, the CTCs are responsible for identifying any and all eligible Subrecipients of Section 5339 Program funds;

WHEREAS, the CTCs are further responsible for sub-allocating Section 5339 Program funds among eligible Subrecipients identified by the CTCs within their respective counties consistent with the Section 5339 Program formula, and notifying SCAG and Subecipients of such sub-allocations and changes to such sub-allocations;

WHEREAS, CTCs and all other Subrecipients of Section 5339 Program funds are responsible for compliance with all applicable grant requirements set forth in the FTA Master Agreement and annual FTA Certifications and Assurances;

WHEREAS, all references to "days" shall mean calendar days, unless otherwise specified, in notification periods set forth herein; and

WHEREAS, this Memorandum of Understanding ("MOU" or "Agreement") is entered into by SCAG and the CTCs (collectively referred to herein as the "Parties") in order to clarify the roles and responsibilities of the Parties with regard to implementation of the Section 5339 Program.

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. Incorporation of Recitals

1.1. The foregoing Recitals are hereby incorporated into and made part of this Agreement.

2. Roles and Responsibilities

2.1. Role and Responsibilities of SCAG

1) County and Inter-county Allocations: SCAG shall prepare the allocations of Section 5339 Program funds apportioned by FTA for large UZAs identified herein that do not expand over more than one county, and the inter-county allocations of Section 5339 Program funds apportioned by FTA for large UZAs identified herein

that expand over more than one county (County and Inter-county Allocations). The County and Inter-county Allocations shall be based on the corresponding shares of the UZA's total bus vehicle revenue miles and passenger miles, respectively, consistent with the formula set forth in subparagraphs (c)(1)(A)(i) and (c)(2) of 49 U.S.C Section 5336 used by FTA to apportion Section 5339 Program funds to large UZAs. SCAG shall prepare such allocations pursuant to the following process:

a. SCAG shall provide to the CTCs a "Notice of Proposed County and Inter-County Allocations" for a thirty (30)-day review and comment period.

b. Upon closure of the review and comment period, SCAG shall consider any requested revisions and comments received and make revisions as appropriate, then shall issue a "Notice of Final County and Inter-County Allocations."

2) Grant Certification and Opt-Out Forms: SCAG shall include with the Notice of Final County and Inter-County Allocations to the CTCs, the "Grant Certification Form," attached hereto and incorporated herein as Exhibit "A." The Grant Certification Form includes as attachments, the FTA Certifications and Assurances (Attachment A-1) in addition to the Opt-Out Form (Attachment A-2) as described in Section 2.3, paragraphs 9 and 10. SCAG shall include Instructions with such forms. Each CTC shall be responsible for distributing to and coordinating signatures by the Subrecipients identified by the CTC in their respective county, of either the Grant Certification Form or Opt-Out Form. SCAG shall receive either the Grant Certification Form or Opt-Out Form signed by each eligible Subrecipient identified by the CTC in their respective county prior to submittal of a grant application by SCAG for Section 5339 Program Funds. In no event shall SCAG submit a grant application for such funds for a Subrecipient for which SCAG has not received all required documentation as set forth below in paragraph 5 of this Section 2.1.

3) Notify FTA of Sub-Allocations: Upon receipt of the Notices of Sub-allocations from the CTCs as set forth in paragraph 2 of Section 2.2 of this Agreement, SCAG shall transmit "funding split" letters notifying FTA of the sub-allocations of 5339 Program funds to Subrecipients in UZAs identified herein.

4) Applications Process: SCAG shall issue a "Call for Applications" at least biannually setting forth the application process and deadline for Subrecipients to submit Section 5339 Program grant applications to SCAG. SCAG shall combine and submit Subrecipient grant applications received by such deadline into FTA's Transportation Electronic Award Management (TEAM) system or any replacement of such system by FTA. Furthermore, SCAG shall be responsible for the following grant management duties:

a. Submitting Quarterly Milestones/Progress Reports and Federal Financial Reports to FTA;

b. Submitting Final/Close-out Reports to FTA;

c. Drawing-down grant funds on a reimbursement-basis, upon receipt and approval of a Subrecipient's invoice, via FTA's Electronic Clearing House Operation (ECHO) System; and

d. Paying Subrecipients' approved invoices pursuant to Section 2.3, paragraph 5, of this Agreement.

5) Upon receipt of grant applications submitted to SCAG by the applicable deadline (set forth in SCAG's Call for Applications), SCAG shall submit grant applications directly to FTA, contingent upon SCAG's receipt of the following required documentation:

a. This Agreement fully executed by the Parties;

b. The Grant Certification Form (Exhibit A) signed by the Subrecipient's duly authorized representative;

c. The FFY 2013 FTA Certifications and Assurances (Attachment A-1), attached to the Grant Certification Form or subsequent annual FTA Certifications and Assurances (published in the Federal Register), as applicable, signed by the Subrecipient's duly authorized representative and its attorney; and

d. Any further documentation requested by SCAG or FTA to ensure compliance with the grant requirements.

6) Grant Tracking at UZA Levels: SCAG shall track grant activity of Section 5339 Program funds at UZA levels and share the balances with the Subrecipients, CTCs, and FTA upon request or as needed, but not less frequently than once per quarter of the FFY.

2.2. Role and Responsibilities of the CTCs

1) Review of Proposed County and Inter-County Allocations: Upon receipt from SCAG of the Notice of Proposed County and Inter-County Allocations, each CTC shall review and provide comments to SCAG as needed within thirty (30) days.

2) Sub-Allocations: Each CTC shall identify eligible Subrecipients of Section 5339 Program funds within their respective counties and shall sub-allocate funds based on the corresponding shares of the UZA's total bus vehicle revenue miles and passenger miles, respectively, consistent with the formula set forth in subparagraphs (c)(1)(A)(i) and (c)(2) of 49 U.S.C Section 5336 used by FTA to apportion Section 5339 Program funds to large UZAs, pursuant to the following process:

a. Each CTC shall provide a "Notice of Sub-allocations" to SCAG and to all Subrecipients in its county, within thirty (30) days of receiving the Notice of Final County and Inter-County Allocations from SCAG. The Notice of Sub-

allocations shall include but is not limited to the following information, and all available funds shall be sub-allocated (without a remaining balance):

i. Full name of the Subrecipient,

ii. Dollar amounts of sub-allocations to each Subrecipient,

iii. FFY of funding sub-allocations, and

iv. Any other information requested by FTA.

b. Each CTC shall be responsible for coordinating and obtaining signed Certification Forms or Opt-Out Forms as described in Section 2.1, paragraph 2, of this Agreement, from all eligible Subrecipients identified by the CTC in its respective county, and ensuring that such forms are submitted to SCAG prior to SCAG's submittal of the grant applications.

3) Funding Exchanges: The CTCs shall be responsible for managing and approving any exchanges of such funds with other federal, state, and/or local funds within the same UZA, in accordance with applicable federal, state and/or local requirements. Each CTC shall further notify SCAG of any and all revised sub-allocations within fifteen (15) days from the date of such revisions, to reflect any funding exchanges or in the event that any identified eligible Subrecipient opts-out of receiving its sub-allocation pursuant to Section 2.3, paragraph 10. Each CTC further agrees to provide SCAG with documentation of any exchanges of funds, upon request of SCAG or FTA.

4) Short-range Programming: The CTCs shall be responsible for programming eligible projects in their short-range TIPs that are submitted to SCAG for recommended inclusion in the FTIP.

2.3. Role and Responsibilities of Subrecipients

1) Definition of "Subrecipient:" For purposes of this Agreement, "Subrecipient" shall mean an eligible public agency or private nonprofit organization engaged in public transportation and identified by the CTC serving the county in which such public entity or nonprofit organization is located, to receive a sub-allocation of Section 5339 Program funds awarded by FTA, contingent upon meeting federal requirements and requirements set forth in this Section 2.3. "Subrecipients" may include CTCs. All Subrecipients that do not elect to opt-out from receiving a Section 5339 sub-allocation shall agree to submit grant applications for this program to SCAG in accordance with the Call for Applications process established by SCAG.

2) CTC Certifications and Assurances: A CTC which applies for Section 5339 Funds shall also be considered a "Subrecipient" for purposes of this Agreement, and by signing this Agreement such CTC hereby agrees to accept responsibilities and comply with the requirements stated in this Agreement including but not limited to this Section 2.3. Each CTC understands and agrees

that it shall not be entitled to elect the Opt-Out option set forth under paragraph 10 of this Section 2.3.

3) Applications and Grant Management Process: Subrecipients are responsible for submitting grant applications through SCAG's Call for Applications process to receive Section 5339 Program funds awarded by FTA to implement eligible, capital projects, contingent upon meeting federal requirements and requirements set forth in this Section 2.3. Subrecipients shall not submit grant applications on behalf of sub-tier recipients. All grant applications for projects eligible for funding as described herein, must be submitted by Subrecipients through SCAG's Call for Applications process. All requested revisions or amendments to approved applications must be submitted to SCAG.

4) Grant Requirements: The responsibilities of Subrecipients include, but are not limited to, the following:

a. FTA Master Agreement: Each Subrecipient agrees to comply in the same capacity as the "Recipient" with applicable terms and conditions of the FTA Master Agreement, FTA MA (19) dated October 1, 2012 (www.fta.dot.gov/documents/19-Master.pdf) and any agreement which supersedes and replaces it.

b. Annual FTA Certifications and Assurances: By signing the FFY 2013 FTA Certifications and Assurances, attached hereto and incorporated herein as Attachment A-1, each Subrecipient certifies in the same capacity as the "Applicant" that it shall comply with the applicable annual FTA Certifications and Assurances (published annually in the Federal Register). Upon publication of the FFY 2014 FTA Certifications and Assurances form, and for each additional FFY for which Congress authorizes and appropriates Section 5339 Program funds, each Subrecipient shall sign and submit a copy of such form to SCAG prior to applying for any of such funds.

c. Documentation: Each Subrecipient shall submit to SCAG any documentation reasonably requested by SCAG to assure the validity of all above-referenced Certifications and Assurances.

d. Transit Asset Management Plans: Each Subrecipient shall agree to the following:

i. It will develop a Transit Asset Management Plan that complies with:

a) 49 U.S.C. Section 5326 et seq., as amended by MAP-21;
b) Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. Section 5326(d), as amended by MAP-21;
c) Performance Measures required to be issued by 49 U.S.C. Section 5326(c)(1) and Targets per 49 U.S.C. Section 5326(c)(2); and
d) Other applicable federal laws and regulations

ii. It will develop a Transit Asset Management Plan that is consistent with Federal guidance developed or to be developed to implement 49 USC Section 5326, as amended by MAP-21.

iii. It will provide progress and performance reports to SCAG to enable compliance with the requirements of 49 U.S.C. Section 5326(c)(3), as amended by MAP-21.

iv. Transit Asset Management Plans shall at minimum include capital asset inventories and condition assessments, and investment prioritization. Subrecipients shall further report on the condition of their system and any change in condition since the last report and submit such reports into the FTA's National Transit Database (NTD). The Subrecipient shall submit to SCAG performance measures and targets adopted as part of such plans, and any other related documentation requested by SCAG.

5) Invoices: Upon approval of SCAG's grant applications by FTA and commencement of approved projects under the Section 5339 Program, Subrecipients shall submit invoices to SCAG for reimbursement of incurred, eligible and allowable grant program costs. Such costs shall comply with all applicable federal cost principles and other related requirements, and shall serve as the only costs eligible for reimbursement by SCAG. Upon approval of invoices by SCAG, SCAG shall draw-down funds from FTA's ECHO System, and shall pay the Subrecipient upon receipt of payment by FTA.

a. Invoices shall comply with the Invoice Format included in SCAG's Call for Applications package. The required, local match (20%) shall be deducted by the Subrecipient and reflected in each Invoice. The Authorized Representative of each Subrecipient agrees to sign the Match Certification Statement on each Invoice. All invoices shall be submitted at least quarterly and no more frequently than monthly, and contain the following information:

i. Name of Subrecipient expending the Section 5339 Program funds;

ii. UZA name and number for which the project funds are being reported;

iii. A listing of the FTA grant number(s) being reported, with their respective project budget line item (ALI Codes), project category, approved FTA amount, and description of the funded projects;

iv. Invoice period and corresponding Progress Report in narrative format;

v. Explanation if there is no activity; and

vi. All back-up documentation to support the costs and local match stated in each Invoice must be attached to each Invoice, and additional

documentation regarding costs or local match shall be provided to SCAG upon request.

b. Indirect Costs: For reimbursement of indirect costs, Subrecipients shall not be entitled to reimbursement of indirect costs unless a copy of an applicable, indirect cost plan (ICAP) approved by a cognizant agency, has been received by SCAG. However, the last approved ICAP shall remain in place until each new annual plan is approved, so long as such practice is allowed under applicable federal and state requirements. Subrecipients shall submit a copy of such ICAP to SCAG prior to the submittal of the first Invoice of each Federal Fiscal Year.

c. All invoices shall be submitted by Subrecipients to the following email address: AccountsPayable@scag.ca.gov.

d. SCAG shall maintain final approval authority of invoices submitted under this Agreement.

6) Quarterly Reports: Each Subrecipient shall submit Quarterly Reports to SCAG in a Quarterly Report Format to be provided by SCAG and which at minimum shall contain the following information, and any additional information as may be required by SCAG or FTA:

a. Name of Subrecipient expending the Section 5339 Program funds;

b. UZA name and number for which the funds are being reported;

c. A listing of the FTA grant number(s) being reported, with their respective project budget line item (ALI Codes), project category, approved FTA amount, and description of the funded projects; and

d. Federal Fiscal Year (FFY) Quarterly Milestones/Progress Reports in a narrative format.

Quarterly Reports shall be submitted no later than fifteen (15) days after each FFY quarter has ended, to the attention of SCAG's Grants Administrator (Alfonso Hernandez or other person identified by SCAG). SCAG shall promptly notify the Parties in the event of a change in the person identified in this paragraph as the recipient of the Quarterly Reports.

7) Audits: In accordance with the FTA Master Agreement and applicable federal law and regulations, Subrecipients agree to retain and require their contractors and other third party participants to retain complete and readily accessible records related in whole or part to the Section 5339 Program ("Records"). Records required to be retained include but are not limited to data, documents, reports, statistics, leases, third party contracts or agreements, arrangements, and other supporting materials related to those records.

a. Subrecipients shall retain Records for the period required under the FTA Master Agreement, and shall make the Records available for inspection and

audit by representatives of SCAG, the State, or the Federal Government upon request. Copies of the Records shall be made and furnished to SCAG upon request at no cost to SCAG.

b. Any costs for which a Subecipient receives payment that is determined by a subsequent audit or other review by SCAG, State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, and earned interest due, are to be repaid by the Subrecipient within thirty (30) days of such Subrecipient receiving notice of audit findings and a written demand for reimbursement from SCAG. Should the Subecipient fail to reimburse unallowable costs and interest due to SCAG within thirty (30) days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due to the Subrecipient.

8) Reports and Forms: Upon approval of grant applications by FTA, as applicable, Subrecipients shall submit to SCAG the following reports and forms which relate to the Section 5339 Program:

a. Quarterly Milestones/Progress Reports during the current FFY;

b. Disadvantaged Business Enterprise (DBE) reports and all other reports and documentation required by FTA;

c. Final/Close-out Reports;

d. IRS W-9 Form;

e. Banking information which includes name of the financial institute, ACH routing number, and account number; and

f. Any other documents or reports requested by FTA or SCAG.

9) Grant Certification Form: Each Subrecipient, excluding a CTC who is a Subrecipient, shall execute and submit to SCAG, in advance of submitting a grant application for Section 5339 Program funds to SCAG and no later than thirty (30) calendar days after receiving a Notice of Sub-allocations from the CTC a signed Grant Certification Form (Exhibit A) including a signed FFY 2013 FTA Certifications and Assurances (Attachment A-1). Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5339 Program funds, each Subrecipient shall sign and submit a copy to SCAG of the applicable FTA Certifications and Assurances form, prior to applying for such funds. In no event shall SCAG submit a grant application for such funds for a Subrecipient for which SCAG has not received all required documentation as set forth in paragraph 5 of Section 2.1.

10) Opt-Out Option: In the event an eligible Subrecipient, excluding a CTC who is a Subrecipient, elects not to apply for Section 5339 Program funds and does not execute the Grant Certification Form described in paragraph 9 of this Section 2.3,

the Subrecipient shall sign and return the Opt-Out Form (Attachment A-2). A Subrecipient that elects to opt-out, as described herein, shall sign and return to SCAG's Grants Administrator the required Opt-Out Form within thirty (30) calendar days of receiving the Notice of Sub-Allocations from the CTC serving the county in which the Subrecipient is located. Upon receipt by SCAG of the Opt-Out Form signed by a Subrecipient's duly authorized representative or upon the lapse of the thirty (30) calendar day notification period (whichever comes first), the respective CTC shall initiate the process to sub-allocate the applicable Section 5339 Program funds among other eligible Subrecipients within its regional UZA boundaries consistent with the statutory formulas set forth subparagraphs (c)(1)(A)(i) and (c)(2) of 49 U.S.C Section 5336 used by FTA to apportion Section 5339 Program funds to large UZAs and based on the corresponding shares of the total bus vehicle revenue miles and passenger miles of other eligible Subrecipients within the CTC's UZA boundaries, respectively, as applicable and as amended from time to time. In any event, this Agreement shall remain fully binding and enforceable among the signatory Parties.

3. General Provisions

3.1. Term of Agreement:
This Agreement shall commence on the Effective Date of the Agreement and continue in full force unless a party withdraws from this Agreement or this Agreement is terminated in accordance with Section 3.7.

3.2. Drafting:
This Agreement has been prepared, reviewed and endorsed by the Parties.

3.3. Amendments:
This Agreement may be amended only by the execution by the Parties of a written amendment.

3.4. Jurisdiction and Venue:
This Agreement shall be deemed an Agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. The Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in Los Angeles County, California.

3.5. Non-assignment:
No party may assign this Agreement, or any part thereof, without the written consent of each party to this Agreement.

3.6. Indemnity:
Each respective CTC agrees to indemnify, defend and hold harmless SCAG and its officers, agents and employees from and against any and all claims, demands, costs, or liability arising from or connected with intentional or negligent acts, errors or omissions, any violations of law, or any violations of the terms and conditions of this Agreement (including non-compliance with the FTA Master Agreement and annual FTA Certifications and Assurances) attributable to performance of the responsibilities

as set forth in this MOU by the CTC or its officers, agents, employees, contractors and subcontractors, except to the extent caused by the negligence or willful misconduct of SCAG.

3.7. Withdrawal and Termination:

1) Any party may withdraw from this Agreement upon thirty (30) days written notice to each party, provided that the notice of withdrawal sets forth the effective date of withdrawal and the reason for withdrawal. Additionally, the notice of withdrawal shall provide that the Parties meet during the period prior to the effective date of withdrawal to try to resolve any dispute, if applicable. In the event that the withdrawal is for cause, the withdrawal shall not be effective if the party cures the default in its performance within the thirty (30) day period.

2) SCAG shall notify FTA of the withdrawal from this Agreement of any CTC and shall administer and sub-allocate Section 5339 Program funds to eligible Subrecipients, as applicable, within the UZA boundaries of such CTC that is not a party to this Agreement.

3) SCAG may terminate this Agreement at any time, upon thirty (30) days written notice to each party provided that the notice of termination sets forth the effective date of termination. Such termination clause may be invoked by SCAG in the following circumstances including but not limited to: in the event that the Section 5339 Program is no longer funded by Congress and the fund balances have been exhausted, or in the event that SCAG is no longer the Designated Recipient of Section 5339 Program funds for a UZA or UZAs identified herein.

3.8. Disputes:
Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association.

3.9. Counterparts:
This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument.

3.10. Contact List:
The names and contact information for the grants administrator representing each party are identified in the Grants Administrator Contacts List, attached hereto and incorporated herein as Exhibit "B." Each Party shall promptly notify all other parties in the event of a change in the Grant Administrator's name or contact information.

3.11. Notice:
Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the names and addresses attached hereto and incorporated herein as Exhibit "C."

3.12. <u>Effective Date:</u>
This Agreement shall be effective on the date (meaning the last date indicated below) all Parties have fully executed this Agreement.

3.13. <u>Entire Agreement:</u>
This Agreement contains the entire agreement and understanding of the Parties relating to the subject matter hereof, and the Parties have made no agreement or representation relating to the subject matter hereof which are not set forth herein.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

The Southern California Association of Governments

By: _____ Date: _____

Hasan Ikhrata
Executive Director

Approved as to Form:

_____ Date: _____

Joanna Africa
Chief Counsel

Los Angeles County Metropolitan Transportation Authority

By: _____ Date: _____
Arthur T. Leahy
Chief Executive Officer

Approved as to Form:

JOHN F. KRATTLI
County Counsel

By:_____ Date: _____
Deputy

Orange County Transportation Authority

By: _____ Date: _____

Darrell Johnson
Chief Executive Director

Approved as to Form:

_____ Date: _____

Legal Counsel

Riverside County Transportation Commission:

By: _____ Date: _____

Anne Mayer
Executive Director

Approved as to Form:

_____ Date: _____

Legal Counsel

San Bernardino Associated Governments:

By: _____ Date: _____

Raymond Wolfe
Executive Director

Approved as to Form:

_____ Date: _____

Eileen Monaghan Teichert
General Counsel

EXHIBIT A
GRANT CERTIFICATION FORM

Section 5339 Bus and Bus Facilities Grants Program (Section 5339 Program)

This Grant Certification Form is required to be signed by all Subrecipients of Section 5339 Program Funds, pursuant to the Memorandum of Understanding among the Southern California Association of Governments (SCAG) and County Transportation Commissions for the Section 5339 Bus and Bus Facilities Formula Grants Program.

1. Definition of "Subrecipient:" For purposes of administering the Section 5339 Program, "Subrecipient" shall mean an eligible public agency or private nonprofit organization engaged in public transportation and identified by the CTC serving the county in which such public entity or nonprofit organization is located, to receive a sub-allocation of Section 5339 Program funds awarded by FTA, contingent upon meeting federal requirements and requirements set forth in Section 2.3 of MOU No. M-016-13. "Subrecipients" may include CTCs. All Subrecipients shall agree to submit grant applications for this program to SCAG in accordance with the Call for Applications process established by SCAG.

2. Applications and Grant Management Process: Subrecipients are responsible for submitting grant applications through SCAG's Call for Applications process to receive Section 5339 Program funds awarded by FTA to implement eligible, capital projects, contingent upon meeting federal requirements and requirements set forth in Section 2.3 of MOU No. M-016-13. Subrecipients shall not submit grant applications on behalf of sub-tier recipients. All grant applications for projects eligible for funding as described herein, must be submitted by Subrecipients through SCAG's Call for Applications process.

3. Grant Requirements: The responsibilities of Subrecipients include, but are not limited to, the following:

   a. FTA Master Agreement: Each Subrecipient agrees to comply in the same capacity as the "Recipient" with applicable terms and conditions of the FTA Master Agreement, FTA MA (19) dated October 1, 2012 (www.fta.dot.gov/documents/19-Master.pdf) and any agreement which supersedes and replaces it.

   b. Annual FTA Certifications and Assurances: The Subrecipient agrees to sign the Federal Fiscal Year (FFY) 2013 FTA Certifications and Assurances, attached hereto and incorporated herein as Attachment "A-1." Each Subrecipient certifies in the same capacity as the "Applicant" that it shall comply with the applicable annual FTA Certifications and Assurances (published annually in the Federal Register). Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5339 Program funds, each Subrecipient shall sign and submit a copy of such form to SCAG prior to applying for any of such funds.

   c. Documentation: Each Subrecipient shall submit to SCAG any documentation reasonably requested by SCAG to assure the validity of all above-referenced FTA Certifications and Assurances.

   d. Transit Asset Management Plans: Each Subrecipient shall agree to the following:

      i. It will develop a Transit Asset Management Plan that complies with:

         1. 49 U.S.C. Section 5326 et seq., as amended by MAP-21;
         2. Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. Section 5326(d), as amended by MAP-21;
         3. Performance Measures required to be issued by 49 U.S.C. Section 5326(c)(1) and Targets per 49 U.S.C. Section 5326(c)(2); and
         4. Other applicable federal laws and regulations;

      ii. It will develop a Transit Asset Management Plan that is consistent with Federal guidance developed or to be developed to implement 49 USC Section 5326, as amended by MAP-21.

      iii. It will provide progress and performance reports to SCAG to enable compliance with the requirements of 49 U.S.C. Section 5326(c)(3), as amended by MAP-21.

      iv. Transit Asset Management Plans shall at minimum include capital asset inventories and condition assessments, and investment prioritization. Subrecipients shall further report on the condition of their system and any change in condition since the last report and submit such reports into the FTA's National Transit Database (NTD). The Subrecipient shall submit to SCAG performance measures and targets adopted as part of such plans, and any other related documentation requested by SCAG.

4. Invoices. Upon approval of SCAG's grant applications by FTA and commencement of approved projects under the Section 5339 Program, Subrecipients shall submit Invoices to SCAG for reimbursement of incurred, eligible and allowable grant program costs. Such costs shall comply with all applicable federal cost principles and other related requirements, and shall serve as the only costs eligible for reimbursement by SCAG. Upon approval of Invoices by SCAG, SCAG shall draw-down funds from FTA's ECHO System, and shall pay the Subrecipient upon receipt of payment by FTA.

   a. Invoices shall comply with the Invoice Format included in SCAG's Call for Applications Package. The required, local match (20%) shall be deducted by the Subrecipient and reflected in each Invoice. The Authorized Representative of each Subrecipient agrees to sign the Match Certification Statement on each Invoice. All invoices shall be submitted at least quarterly and no more frequently than monthly, and contain the following information:

      i. Name of Subrecipient expending the Section 5339 Program funds;

      ii. UZA name and number for which the project funds are being reported;

      iii. A listing of the FTA grant number(s) being reported, with their respective project budget line item (ALI Codes), project category, approved FTA amount, and description of the funded projects;

      iv. Invoice period and corresponding Progress Report in narrative format;

      v. Explanation if there is no activity; and

      vi. All back-up documentation to support the costs and local match stated in each Invoice must be attached to each Invoice, and additional documentation regarding costs or local match shall be provided to SCAG upon request.

   b. Indirect Costs: For reimbursement of indirect costs, Subrecipients shall not be entitled to reimbursement of indirect costs unless a copy of an applicable indirect cost plan (ICAP) approved by a cognizant agency, has been received by SCAG. However, the last approved ICAP shall remain in place until each new annual plan is approved, so long as such practice is allowed under applicable federal and state requirements. Subrecipients shall submit a copy of such ICAP to SCAG prior to the submittal of the first Invoice of each Federal Fiscal Year.

   c. All invoices shall be submitted by Subrecipients to the following email address: AccountsPayable@scag.ca.gov.

   d. SCAG shall maintain final approval authority of invoices submitted under this Agreement.

5. Quarterly Reports: Each Subrecipient shall submit Quarterly Reports to SCAG which contain the following information, and any additional information as may be required by SCAG or FTA:

   a. Name of Subrecipient expending the Section 5339 Program funds;

   b. UZA name and number for which the funds are being reported;

   c. A listing of the FTA grant number(s) being reported, with their respective project budget line item (ALI Codes), project category, approved FTA amount, and description of the funded projects; and

   d. Federal Fiscal Year (FFY) Quarterly Milestones/Progress Reports in a narrative format.

   Quarterly Reports shall be submitted no later than fifteen (15) days after each FFY quarter has ended, to the attention of SCAG's Grants Administrator (Alfonso Hernandez or other person identified by SCAG). SCAG shall promptly notify all Subrecipients in the event of a change in the person identified in this paragraph as the recipient of the Quarterly Reports.

6. Audits: In accordance with the FTA Master Agreement and applicable federal law and regulations, Subrecipients agree to retain and require its contractors and other third party participants to retain complete and readily accessible records related in whole or part to the Section 5339 Program ("Records"). Records required to be retained include but are not limited to data, documents, reports, statistics, leases, third party contracts or agreements, arrangements, and other supporting materials related to those records.

   a. Subrecipients shall retain Records for the period required under the FTA Master Agreement, and shall make the Records available for inspection and audit by representatives of SCAG, the State, or the Federal Government upon request. Copies of the Records shall be made and furnished to SCAG upon request at no cost to SCAG.

b. Any costs for which a Subecipient receives payment that is determined by a subsequent audit or other review by SCAG, State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, and earned interest due, are to be repaid by the Subrecipient within thirty (30) days of such Subrecipient receiving notice of audit findings and a written demand for reimbursement from SCAG. Should the Subecipient fail to reimburse unallowable costs and interest due to SCAG within thirty (30) days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due to the Subrecipient.

7. Reports and Forms: Upon approval of grant applications by FTA, as applicable, Subrecipients shall submit to SCAG the following documents and reports which relate to the Section 5339 Program:

   a. Quarterly Milestones/Progress Reports during the current FFY;

   b. Disadvantaged Business Enterprise (DBE) reports and all other reports and documentation required by FTA;

   c. Final/Close-out Reports;

   d. IRS W-9 Form;

   e. Banking information which includes name of the financial institute, ACH routing number, and account number; and

   f. Any other documents or reports requested by FTA or SCAG.

8. Sub-allocations Process: The Subrecipient hereby understands and agrees that it shall execute and submit to SCAG, in advance of submitting a grant application for Section 5339 Program funds to FTA and no later than thirty (30) calendar days after receiving a Notice of Sub-allocations from the CTC serving the county in which the Subrecipient is located, this Grant Certification Form and the FFY 2013 FTA Certifications and Assurances, signed by the duly authorized representative of the Subrecipient. Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5339 Program funds, each Subrecipient shall sign and submit a copy to SCAG of the applicable FTA Certifications and Assurances form, prior to SCAG's submittal of an application for such funds. In no event shall SCAG submit a grant application for such funds for a Subrecipient for which SCAG has not received all required documentation, including:

9. Opt-Out Option: In the event an eligible Subrecipient, excluding a CTC who is a Subrecipient, elects not to apply for Section 5339 Program funds and does not execute the Grant Certification Form, the Subrecipient shall sign and return the attached Opt-Out Form, attached hereto and incorporated herein as Attachment "A-2." A Subrecipient that elects to opt-out, as described herein, shall sign and return to SCAG's Grants Administrator the attached Opt-Out Form within thirty (30) calendar days of receiving the Notice of Sub-Allocations from the CTC serving the county in which the Subrecipient is located. Upon receipt by SCAG of the Opt-Out Form signed by a Subrecipient's duly authorized representative or upon the lapse of the 30 calendar day notification period (whichever occurs first), the respective CTC shall initiate the process to sub-allocate the Section 5339 Program funds among other eligible Subrecipients within the CTC's UZA boundaries and according to the statutory formulas set forth under subparagraphs (c)(1)(A)(i) and (c)(2) of 49 U.S.C Section 5336 used by FTA to apportion Section 5339 Program funds to large UZAs and based on the corresponding shares of the total bus vehicle revenue miles and passenger miles of other eligible Subrecipients within the CTC's UZA boundaries, respectively, as applicable and as amended from time to time.

10. Indemnity: The Subrecipient agrees to indemnify, defend and hold harmless SCAG and its respective officers, agents and employees from and against any and all claims, demands, costs, or liability arising from or connected with intentional or negligent acts, errors or omissions, any violations of law, or any violations of the terms and conditions of this Certification Form (including non-compliance with the FTA Master Agreement and annual FTA Certifications and Assurances) attributable to performance of the responsibilities as set forth herein by the Subrecipient or its officers, agents, employees, contractors and subcontractors, except to the extent caused by the negligence or willful misconduct of SCAG.

BY SIGNING BELOW, on behalf of the Subrecipient, I declare under penalty of perjury that the Subrecipient has duly authorized me to sign this Grant Certification Form, and bind the recipient's compliance. Thus, the Subrecipient agrees to comply with all requirements set forth herein.

_____ _____
Signature of Authorized Representative Date

_____
Name of Authorized Representative

_____
Name of Subrecipient

_____
Address of Subrecipient

Return Form To:
Alfonso Hernandez, SCAG Grants Administrator
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
hernande@scag.ca.gov

ATTACHMENT A-1
FEDERAL FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSITADMINISTRATION ASSISTANCE PROGRAMS

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

Group	Description	
1.	Required Certifications and Assurances for Each Applicant.	_____
2.	Lobbying.	_____
3.	Private Sector Protections.	_____
4.	Procurement and Procurement System.	_____
5.	Rolling Stock Reviews and Bus Testing.	_____
6.	Demand Responsive Service.	_____
7.	Intelligent Transportation Systems.	_____
8.	Interest and Finance Costs and Leasing Costs.	_____
9.	Transit Asset Management and Agency Safety Plans.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	_____
12.	State of Good Repair Program.	_____
13.	Bus/Bus Facilities Programs.	_____
14.	Urbanized Area Formula Programs and Job Access and Reverse Commute (JARC) Program.	_____
15.	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.	_____
16.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
17.	Public Transportation on Indian Reservations and "Tribal Transit Programs."	_____
18.	Low or No Emission/Clean Fuels Grant Programs.	_____
19.	Paul S Sarbanes Transit in Parks Program.	_____
20.	State Safety Oversight Program.	_____
21.	Public Transportation Emergency Relief Program.	_____
22.	Expedited Project Delivery Pilot Program.	_____
23.	Infrastructure Finance Programs.	_____

FEDERAL FISCAL YEAR 2013 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these Certifications and Assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its authorized representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2013, irrespective of whether the individual that acted on its Applicant's behalf continues to represent the Applicant.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply, as provided, to each Project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2013.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: _____ Date: _____

Full Name: _____

Authorized Representative of Applicant: _____

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature: _____ Date: _____

Full Name: _____

Attorney for Applicant: _____

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

ATTACHMENT A-2
Opt-Out Form

Name of Eligible Subrecipient (Public Entity):

_____

The Public Entity named above hereby elects not to sign the Grant Certification Form required under the Memorandum of Understanding among the Southern California Association of Governments (SCAG) and County Transportation Commissions (CTCs) for the Section 5339 Bus and Bus Facilities Grants Program.

The Public Entity understands and agrees that SCAG shall not be obligated to allocate and that the County Transportation Commission (CTC), serving the county in which the Public Entity is located, shall not be obligated to sub-allocate Section 5339 Program funds to any entity which elects not to sign the Grant Certification Form. Such Public Entity that elects to opt-out shall sign and return this Opt-Out Form to SCAG's Grants Administrator within thirty (30) days of receiving notification from the respective CTC of the Subrecipients' sub-allocation amount(s) ("Notice of Sub-allocations").

The Public Entity agrees and understands that the respective CTC will initiate, upon receipt by SCAG of this Opt-Out Form signed by the duly authorized representative of the Public Entity or upon the lapse of the 30-day notification period set forth above (whichever occurs first), the process to sub-allocate the Section 5339 Program funds among other eligible Subrecipients within its urbanized area (UZA) boundaries and consistent with the statutory formulas set forth subparagraphs (c)(1)(A)(i) and (c)(2) of 49 U.S.C Section 5336 used by FTA to apportion Section 5339 Program funds to large UZAs and based on the corresponding shares of the total bus vehicle revenue miles and passenger miles of other eligible Subrecipients within the CTC's UZA boundaries, respectively, as applicable and as amended from time to time.

_____
Signature of Authorized Representative Date

_____
Name

_____
Name of Public Entity

_____
Address

Any Eligible Subrecipient that elects to opt-out of receiving 5339 Program Funds shall sign and return this Opt-Out Form to SCAG's Grants Administrator at the following address within thirty (30) calendar days of receiving the Notice of Sub-allocations:

Alfonso Hernandez, SCAG Grants Administrator
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
hernande@scag.ca.gov

Exhibit B
Grants Administrator Contacts List

The Southern California Association of Governments
Full Name: Alfonso Hernandez
Title/Dept: Senior Budget and Grants Analyst, Finance
Mailing Street Address: 818 W. 7th Street, 12th Floor
City, State and Zip Code: Los Angeles, CA 90017
Phone: 213-236-1897
Email: hernande@scag.ca.gov

Los Angeles County Metropolitan Transportation Authority
Full Name: Frank Flores
Title/Dept: Executive Officer, Countywide Planning
Mailing Street Address: 1 Gateway Plaza
City, State and Zip Code: Los Angeles, CA 90012
Phone: 213-922-2456
Email: floresf@metro.net

Orange County Transportation Authority
Full Name: William J Dineen Jr
Title/Dept: Principal Financial Analyst, Grants Management
Mailing Street Address: 550 S. Main Street
City, State and Zip Code: Orange, CA 92863
Phone: 714-560-5917
Email: wdineen@octa.net

Riverside County Transportation Commission:
Full Name: Josefina Clemente
Title/Dept: Principal Financial Analyst, Grants Management
Mailing Street Address: 4080 Lemon Street, 3rd Floor
City, State and Zip Code: Riverside, CA 92501
Phone: 951-787-7141
Email: jclemente@rctc.org

San Bernardino Associated Governments
Full Name: Vanessa Jezik
Title/Dept: Transportation Programming Analyst
Mailing Street Address: 1170 W. 3rd Street, 2nd Floor
City, State and Zip Code: San Bernardino, CA 92410-1715
Phone: 909-884-8276
Email: vjezik@sanbag.ca.gov

Exhibit C
Notices

Mr. Hasan Ikhrata
Executive Director
Southern California Association of Governments
818 West 7th Street, 12th Floor
Los Angeles, CA 90017-3435

Mr. Arthur T. Leahy
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952

Mr. Darrell Johnson
Chief Executive Officer
Orange County Transportation Authority
550 South Main St.
P.O. Box 14184
Orange, CA 92863-1584

Mr. Raymond Wolfe
Executive Director
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Mrs. Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14041 Amendment No. _____

By and Between

SANBAG and Omnitrans

Contract Description MOU with Omnitrans; defining roles and responsibilities for implementing Section 5339 Program.

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approve the Memorandum of Understanding C14041 among San Bernardino Associated Governments and Omnitrans for the Section 5339 Bus and Bus Facilities Formula Grants Program.

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

CONTRACT OVERVIEW

Original Contract Amount	$	0	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	0	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	0

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
Effective Date of Contract	See termination terms (Sep 30, 2014)	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. **0501**.

☐ A Budget Amendment is required.

How are we funding current FY? N/A

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* FTA funding that SANBAG allocates but it does not flow through our books. Should it be used on a SANBAG project it would be budgeted under the appropriate task number. SANBAG does not receive FTA funds directly.

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Vanessa Zeck		8-28-13
Project Manager (Print Name)	Signature	Date
Andrea Wreck	Andrea Wreck	8/28/13
Task Manager (Print Name)	Signature	Date
Andrea Wreck	Andrea Wreck	8/28/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		8/28/13

C14041
Contract Summary Sheet 11/6/12

Jeffery Hill		8/28/13
Contract Administrator (Print Name)	Signature	Date
W. Shumsh		8/30/13
Chief Financial Officer (Print Name)	Signature	Date

MEMORANDUM OF UNDERSTANDING No. C14041

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

OMNITRANS

FOR THE

SECTION 5339 BUS AND BUS FACILITIES GRANTS PROGRAM

This Memorandum of Understanding (MOU or Agreement) is entered into on the Effective Date by and between San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission (SANBAG) and Omnitrans, a California Joint Powers Authority, (collectively referred to as "Parties") with respect to the following facts.

RECITALS

WHEREAS, the Southern California Association of Governments (SCAG) is a joint powers agency formed pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (Section 6500 et seq.) and is the Metropolitan Planning Organization (MPO) recognized under 23 United States Code (U.S.C.) Section 134 and 49 U.S.C. Section 5303;

WHEREAS, SCAG is responsible for developing Regional Transportation Plans and Federal Transportation Improvement Programs (FTIPs), pursuant to 23 U.S.C. Section 134 et seq., 49 U.S.C. Section 5303 et seq., California Government Code Section 65080 et seq., and California Public Utilities Code Section 130300 et seq., and applicable regulations and guidance;

WHEREAS, SCAG is the Designated Recipient (as defined in 49 U.S.C Section 5302(4)) of Federal Transit Administration (FTA) Urbanized Area Formula Grants under 49 U.S.C. Section 5307 (Section 5307 Program) for the following large urbanized areas (UZAs) with populations of 200,000 or more (according to the latest U.S. Census) in San Bernardino County: Los Angeles-Long Beach-Anaheim (UZA 2), Riverside-San Bernardino (UZA 22);

WHEREAS, San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission, (referred to herein as a "CTC" or "SANBAG") is responsible for developing short-range Transportation Improvement Programs (TIPs) for San Bernardino County in coordination with SCAG and the municipal transit operators (pursuant to California Public Utilities Code Section 130303 et seq.), and for submitting its TIPs to SCAG for recommended inclusion in the FTIP;

WHEREAS, pursuant to the new two-year transportation reauthorization bill that was signed into law on July 6, 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21; P.L. 112-141), funding is authorized for the 49 U.S.C Section 5339 Bus and Bus Facilities Formula Grants Program (Section 5339 Program);

WHEREAS, the Federal Fiscal Year (FFY) is the accounting period for the federal government which begins on October 1 and ends on September 30;

WHEREAS, MAP-21 authorizes funding for the Section 5339 Program for FFY 2012/2013 and FFY 2013/14 for capital projects to replace, rehabilitate, and purchase buses and related equipment, as well as to construct bus-related facilities;

WHEREAS, the Section 5339 Program replaces the FTA Bus and Bus Facilities discretionary grants program previously under 49 U.S.C. Section 5309(b)(3);

WHEREAS, FTA guidance specifies that the Designated Recipient of Section 5339 Program funds for large UZAs shall be the same as the Designated Recipient of Section 5307 Program funds for such areas;

WHEREAS, SCAG, as the Designated Recipient of Section 5307 funds is also the Designated Recipient of 5339 Program funds for large UZAs identified herein within the SCAG region, and must apply to FTA on behalf of eligible Subrecipients for allocations of Section 5339 Program funds;

WHEREAS, SCAG is further responsible for administering Section 5339 Program funds allocated to Subrecipients;

WHEREAS, the SANBAG is responsible for identifying any and all eligible Subrecipients of Section 5339 Program funds in San Bernardino County;

WHEREAS, the SANBAG is further responsible for sub-allocating Section 5339 Program funds among eligible Subrecipients identified by SANBAG within the county consistent with the Section 5339 Program formula, and notifying SCAG and Subrecipients of such sub-allocations and changes to such sub-allocations;

WHEREAS, Omnitrans is an eligible recipient identified by SANBAG within its county consistent with the Section 5339 Program formula;

WHEREAS, SANBAG and all other Subrecipients of Section 5339 Program funds are responsible for compliance with all applicable grant requirements set forth in the FTA Master Agreement and annual FTA Certifications and Assurances;

WHEREAS, SCAG shall prepare the allocations of Section 5339 Program funds apportioned by FTA for large UZAs identified herein that do not expand over more than one county, and the inter-county allocations of Section 5339 Program funds apportioned by FTA for large UZAs identified herein that expand over more than one county (County and Inter-county Allocations). The County and Inter-county Allocations shall be consistent with the formula set forth in subparagraph (d) of 49 U.S.C Section 5339;

WHEREAS, SCAG shall include with the Notice of Final County and Inter-County Allocations to SANBAG, the "Grant Certification Form," attached hereto and incorporated herein as Exhibit "A." The Grant Certification Form includes as attachments, the FTA Certifications and

Assurances (Attachment A-1) in addition to the Opt-Out Form (Attachment A-2) as described in Section 2.2;

WHEREAS, upon receipt of the Notices of Sub-allocations from SANBAG as set forth in paragraph 2 of Section 2.1 of this Agreement, SCAG shall transmit "funding split" letters notifying FTA of the sub-allocations of 5339 Program funds to Subrecipients in UZAs identified herein;

WHEREAS, SCAG shall issue a "Call for Applications" at least biannually setting forth the application process and deadline for Subrecipients to submit Section 5339 Program grant applications to SCAG. SCAG shall combine and submit Subrecipient grant applications received by such deadline into FTA's Electronic Grant Management System in addition to submitting quarterly Milestones/Progress Reports and Federal Financial Reports to FTA; submitting Final/Close-out Reports to FTA; drawing-down grant funds on a reimbursement-basis, upon receipt and approval of a Subrecipient's invoice, via FTA's Electronic Clearing House Operation (ECHO) System; and paying Subrecipients' approved invoices pursuant to Section 2.2, paragraph 5, of this Agreement;

WHEREAS, upon receipt of grant applications submitted to SCAG by the applicable deadline (set forth in SCAG's Call for Applications), SCAG shall submit grant applications directly to FTA, contingent upon SCAG's receipt of the following required documentation: the Grant Certification Form (Exhibit A) signed by Omnitrans' duly authorized representative; the FFY 2013 FTA Certifications and Assurances (Attachment A-1), attached to the Grant Certification Form or subsequent annual FTA Certifications and Assurances (published in the Federal Register), as applicable, signed by Omnitrans' duly authorized representative and its attorney; and any further documentation requested by SCAG or FTA to ensure compliance with the grant requirements;

WHEREAS, SCAG shall track grant activity of Section 5339 Program funds at UZA levels and share the balances with Subrecipients, CTCs, and FTA upon request or as needed, but not less frequently than once per quarter of the FFY;

WHEREAS, all references to "days" shall mean calendar days, unless otherwise specified, in notification periods set forth herein; and

WHEREAS, this MOU is entered into by SANBAG and Omnitrans in order to clarify the roles and responsibilities of the parties with regard to implementation of the Section 5339 Program, and to be consistent with roles and responsibilities of SANBAG, SCAG and Subrecipients set forth in the SCAG/SANBAG Memorandum of Understanding (MOU No. M-016-13).

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. Incorporation of Recitals

1.1. The foregoing Recitals are hereby incorporated into and made part of this Agreement.

2. Roles and Responsibilities

2.1. Role and Responsibilities of SANBAG

1) Review of Proposed County and Inter-County Allocations: Upon receipt from SCAG of the Notice of Proposed County and Inter-County Allocations, SANBAG shall review and provide comments to SCAG as needed within thirty (30) days.

2) Sub-Allocations: SANBAG shall identify eligible Subrecipients of Section 5339 Program funds within San Bernardino County and shall sub-allocate funds consistent with the formula set forth in U.S.C Section 5339(d), pursuant to the following process:

   a. SANBAG shall provide a "Notice of Sub-allocations" to SCAG and to Omnitrans, within thirty (30) days of receiving the Notice of Final County and Inter-County Allocations from SCAG. The Notice of Sub-allocations shall include but is not limited to the following information, and all available funds shall be sub-allocated (without a remaining balance):

      i. Full name of the Subrecipient,

      ii. Dollar amounts of sub-allocations to each Subrecipient,

      iii. FFY of funding sub-allocations, and

      iv. Any other information requested by FTA.

   b. SANBAG shall be responsible for coordinating and obtaining signed Certification Forms or Opt-Out Forms as described in Section 2.2, paragraphs 9 and 10, of this Agreement, from all eligible Subrecipients identified by SANBAG in San Bernardino County, and ensuring that such timely submitted forms are submitted to SCAG prior to SCAG's submittal of the grant applications.

3) Funding Exchanges: SANBAG shall be responsible for managing and approving any exchanges of such funds with other federal, state, and/or local funds within the same UZA, in accordance with applicable federal, state and/or local requirements. SANBAG shall further notify SCAG of any and all revised sub-allocations within fifteen (15) days from the date of such revisions, to reflect any funding exchanges or in the event that any identified eligible Subrecipient opts-out of receiving its sub-allocation pursuant to Section 2.2, paragraph 10. SANBAG further agrees to provide SCAG with documentation of any exchanges of funds, upon request of SCAG or FTA.

4) Short-range Programming: SANBAG shall be responsible for programming eligible projects in its short-range TIPs that are submitted to SCAG for recommended inclusion in the FTIP.

2.2. Role and Responsibilities of Omnitrans

1) Definition of "Subrecipient": For purposes of this Agreement, "Subrecipient" shall mean an eligible public agency or private nonprofit organization engaged in public transportation and identified by SANBAG as serving and being located in San Bernardino County, to receive a sub-allocation of Section 5339 Program funds awarded by FTA, contingent upon meeting federal requirements and requirements set forth in this Section 2.2. Omnitrans agree to submit any grant applications for this program to SCAG in accordance with the Call for Applications process established by SCAG.

2) Certifications and Assurances: By signing this Agreement Omnitrans hereby agrees to accept responsibilities and comply with the requirements stated in this Agreement including but not limited to this Section 2.2.

3) Applications and Grant Management Process: Omnitrans is responsible for submitting grant applications through SCAG's Call for Applications process to receive Section 5339 Program funds awarded by FTA to implement eligible, capital projects, contingent upon meeting federal requirements and requirements set forth in this Section 2.2. Omnitrans shall not submit grant applications on behalf of sub-tier recipients. All grant applications for projects eligible for funding as described herein, must be submitted by Omnitrans through SCAG's Call for Applications process. All requested revisions or amendments to approved applications must be submitted to SCAG.

4) Grant Requirements: The responsibilities of Omnitrans include, but are not limited to, the following:

   a. FTA Master Agreement: Omnitrans agrees to comply in the same capacity as the "Recipient" with applicable terms and conditions of the FTA Master Agreement, FTA MA (19) dated October 1, 2012 (www.fta.dot.gov/documents/19-Master.pdf) and any agreement which supersedes and replaces it.

   b. Annual FTA Certifications and Assurances: By signing the FFY 2013 FTA Certifications and Assurances, attached hereto and incorporated herein as Attachment "A-1," Omnitrans certifies in the same capacity as the "Applicant" that it shall comply with the applicable annual FTA Certifications and Assurances (published annually in the Federal Register). Upon publication of the FFY 2014 FTA Certifications and Assurances form, and for each additional FFY for which Congress authorizes and appropriates Section 5339 Program funds, Omnitrans shall sign and submit a copy of such form to SCAG prior to applying for any of such funds.

   c. Documentation: Omnitrans shall submit to SCAG any documentation reasonably requested by SCAG to assure the validity of all above-referenced Certifications and Assurances.

d. Transit Asset Management Plans: Omnitrans agrees to the following:

i. It will develop a Transit Asset Management Plan that complies with:

a) 49 U.S.C. Section 5326 et seq. and Section 5339(a)(4), as amended by MAP-21;
b) Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. Section 5326(d), as amended by MAP-21;
c) Performance Measures and Targets required to be issued by 49 U.S.C. Section 5326(c)(1); and
d) Other applicable Federal laws and regulations

ii. It will develop a Transit Asset Management Plan that is consistent with Federal guidance developed or to be developed to implement 49 USC Section 5326, as amended by MAP-21.

iii. It will provide progress and performance reports as required by 49 U.S.C. Section 5326(c)(3), as amended by MAP-21.

iv. Transit Asset Management Plans shall at minimum include capital asset inventories and condition assessments, and investment prioritization. Omnitrans shall further report on the condition of its system and any change in condition since the last report and submit such reports into the FTA's National Transit Database (NTD). Omnitrans shall submit to SCAG performance measures and targets adopted as part of such plans, and any other related documentation requested by SCAG.

5) Invoices. Upon approval of SCAG's grant applications by FTA and commencement of approved projects under the Section 5339 Program, Omnitrans shall submit invoices to SCAG for reimbursement of incurred, eligible and allowable grant program costs. Such costs shall comply with all applicable federal cost principles and other related requirements, and shall serve as the only costs eligible for reimbursement by SCAG. Upon approval of invoices by SCAG, SCAG shall draw-down funds on a reimbursement basis from FTA's ECHO System, and shall pay Omnitrans upon receipt of payment by FTA.

a. Invoices shall comply with the Invoice Format set forth in Exhibit "B," attached hereto and incorporated herein by this reference. The required, local cash match (20%) shall be deducted by Omnitrans and reflected in each Invoice. The Authorized Representative of Omnitrans agrees to sign the Cash Match Certification Statement on each Invoice. All invoices shall be submitted at least quarterly and no more frequently than monthly, and contain the following information:

i. Name of Subrecipient expending the Section 5339 Program funds;

ii. UZA name and number for which the project funds are being reported;

iii. A listing of the FTA grant number(s) being reported, with their respective project budget line item (ALI Codes), project category, approved FTA amount, and description of the funded projects;

iv. Invoice period and corresponding Progress Report in narrative format; and

v. Explanation if there is no activity.

b. All invoices shall be submitted by Omnitrans to the following email address: AccountsPayable@scag.ca.gov.

c. SCAG shall maintain final approval authority of invoices submitted under this Agreement.

6) Quarterly Reports: Omnitrans shall submit Quarterly Reports to SCAG which contain the following information, and any additional information as may be required by SCAG or FTA:

a. Name of Subrecipient expending the Section 5339 Program funds;

b. UZA name and number for which the funds are being reported;

c. A listing of the FTA grant number(s) being reported, with their respective project budget line item (ALI Codes), project category, approved FTA amount, and description of the funded projects; and

d. Federal Fiscal Year (FFY) Quarterly Milestones/Progress Reports in a narrative format.

Quarterly Reports shall be submitted no later than fifteen (15) days after each FFY quarter has ended, to the attention of Alfonso Hernandez (or other person identified by SCAG), SCAG Grants Administrator. SCAG shall promptly notify all parties in the event of a change in the person identified in this paragraph as the recipient of the Quarterly Reports.

7) Audits: In accordance with the FTA Master Agreement and applicable federal law and regulations, Omnitrans agrees to retain and require its contractors and other third party participants to retain complete and readily accessible records related in whole or part to the Section 5339 Program ("Records"). Records required to be retained include but are not limited to data, documents, reports, statistics, leases, third party contracts or agreements, arrangements, and other supporting materials related to those records.

a. Omnitrans shall retain Records for the period required under the FTA Master Agreement, and shall make the Records available for inspection and audit by

representatives of SCAG, the State, or the Federal Government upon request. Copies of the Records shall be made and furnished to SCAG upon request at no cost to SCAG.

b. Any costs for which Omnitrans receives payment that is determined by a subsequent audit or other review by SCAG, State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, are to be repaid by Omnitrans within thirty (30) days of Omnitrans receiving notice of audit findings and a written demand for reimbursement from SCAG. Should Omnitrans fail to reimburse unallowable costs due SCAG within thirty (30) days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due to Omnitrans.

8) Reports and Forms: Upon approval of grant applications by FTA, as applicable, Omnitrans shall submit to SCAG the following reports and forms which relate to the Section 5339 Program:

a. Quarterly Milestones/Progress Reports during the current FFY;

b. Disadvantaged Business Enterprise (DBE) reports and all other reports and documentation required by FTA;

c. Final/Close-out Reports;

d. IRS W-9 Form;

e. Banking information which includes name of the financial institute, ACH routing number, and account number; and

f. Any other documents or reports requested by FTA or SCAG.

9) Grant Certification Form: Omnitrans shall execute and submit to SCAG, in advance of submitting a grant application for Section 5339 Program funds to SCAG and no later than fifteen (15) days after receiving a Notice of Sub-allocations from SANBAG, a signed Grant Certification Form (Exhibit A) including a signed FFY 2013 FTA Certifications and Assurances (Attachment A-1). Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5339 Program funds, Omnitrans shall sign and submit a copy to SCAG of the applicable FTA Certifications and Assurances form, prior to applying for such funds. SCAG shall not allocate and SANBAG shall not sub-allocate, as applicable, any Section 5339 Program funds to a Subrecipient who has not executed a Grant Certification Form and applicable FTA Certifications and Assurances form.

10) Opt-Out Option: In the event Omnitrans elects not to apply for Section 5339 Program funds and does not execute the Grant Certification Form described in

paragraph 9 of this Section 2.2, Omnitrans may sign and return the Opt-Out Form (Attachment A-2). Should Omnitrans elect to opt-out, as described herein, Omnitrans shall sign and return to SCAG's Grants Administrator the required Opt-Out Form within thirty (30) days of receiving the Notice of Sub-Allocations from SANBAG. Upon receipt by SCAG of the Opt-Out Form signed by Omnitrans' duly authorized representative or upon the lapse of the thirty (30)-day notification period, SCAG and SANBAG shall initiate the process to sub-allocate the applicable Section 5339 Program funds among other eligible Subrecipients within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C. Section 5339, as applicable and as amended from time to time. In any event, this Agreement shall remain fully binding and enforceable among the signatory parties.

3. General Provisions

3.1. Term of Agreement:
This Agreement shall commence on the Effective Date of the Agreement and continue in full force unless a party withdraws from this Agreement or this Agreement is terminated in accordance with Section 3.7.

3.2. Drafting:
This Agreement has been prepared, reviewed and endorsed by the Parties.

3.3. Amendments:
This Agreement may be amended only by the execution by the Parties of a written amendment.

3.4. Jurisdiction and Venue:
This Agreement shall be deemed an Agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. All parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in San Bernardino County, California.

3.5. Non-assignment:
No party may assign this Agreement, or any part thereof, without the written consent of each party to this Agreement.

3.6. Indemnity:
Omnitrans agrees to indemnify, defend and hold harmless SANBAG and its officers, agents and employees from and against any and all claims, demands, costs, or liability arising from or connected with intentional or negligent acts, errors or omissions, any violations of law, or any violations of the terms and conditions of this Agreement (including non-compliance with the FTA Master Agreement and annual FTA Certifications and Assurances) attributable to performance of the responsibilities as set forth in this MOU by Omnitrans or its officers, agents, employees, contractors and subcontractors, except to the extent caused by the negligence or willful misconduct of SANBAG.

3.7. Withdrawal and Termination:

1) Any party may withdraw from this Agreement upon thirty (30) days written notice to the other party, provided that the notice of withdrawal sets forth the effective date of withdrawal and the reason for withdrawal. Additionally, the notice of withdrawal shall provide that the Parties meet during the period prior to the effective date of withdrawal to try to resolve any dispute, if applicable. In the event that the withdrawal is for cause, the withdrawal shall not be effective if the party cures the default in its performance within the thirty (30) day period.

2) SANBAG shall notify SCAG of the withdrawal from this Agreement of Omnitrans and shall administer and sub-allocate Section 5339 Program funds to eligible Subrecipients, as applicable.

3) SANBAG may terminate this Agreement at any time, upon thirty (30) days written notice to Omnitrans provided that the notice of termination sets forth the effective date of termination. Such termination clause may be invoked by SANBAG in the following circumstances including but not limited to: in the event that the Section 5339 Program is no longer funded by Congress and the fund balances have been exhausted, or in the event that SCAG is no longer a designated recipient of Section 5339 Program funds for a UZA or UZAs identified herein and SANBAG is no longer eligible to sub-allocate Section 5339 funds.

3.8. Disputes:
Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association.

3.9. Counterparts:
This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument.

3.10. Contact List:
The names and contact information for the grants administrator representing each party are identified in the Grants Administrator Contacts List, attached hereto and incorporated herein as Exhibit "C."

3.11. Notice:
Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the names and addresses attached hereto and incorporated herein as Exhibit "D."

3.12. Entire Agreement:
This Agreement contains the entire agreement and understanding of the Parties relating to the subject matter hereof, and the Parties have made no agreement or representation relating to the subject matter hereof which are not set forth herein.

3.13 Effective Date:
This Agreement is effective on the date executed by SANBAG.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

San Bernardino Associated Governments

By: _____ Date: _____
Ray Wolfe
Executive Director

Approved as to Form:

_____ Date: _____
Eileen Monaghan Teichert
General Counsel

Omnitrans

By: _____ Date: _____
Scott Graham
Chief Executive Officer

Approved as to Form:

By: _____ Date: _____
(Insert Name Here)
General Counsel

EXHIBIT A

GRANT CERTIFICATION FORM

Section 5339 Bus and Bus Facilities Grants Program (Section 5339 Program)

This Grant Certification Form is required to be signed by all Subrecipients of Section 5339 Program Funds, pursuant to the Memorandum of Understanding among the Southern California Association of Governments (SCAG) and County Transportation Commissions for the Section 5339 Bus and Bus Facilities Formula Grants Program.

1. Definition of "Subrecipient:" For purposes of administering the Section 5339 Program, "Subrecipient" shall mean an eligible public agency or private nonprofit organization engaged in public transportation and identified by the CTC serving the county in which such public entity or nonprofit organization is located, to receive a sub-allocation of Section 5339 Program funds awarded by FTA, contingent upon meeting federal requirements and requirements set forth in Section 2.3 of MOU No. M-016-13. "Subrecipients" may include CTCs. All Subrecipients shall agree to submit grant applications for this program to SCAG in accordance with the Call for Applications process established by SCAG.

2. Applications and Grant Management Process: Subrecipients are responsible for submitting grant applications through SCAG's Call for Applications process to receive Section 5339 Program funds awarded by FTA to implement eligible, capital projects, contingent upon meeting federal requirements and requirements set forth in Section 2.3 of MOU No. M-016-13. Subrecipients shall not submit grant applications on behalf of sub-tier recipients. All grant applications for projects eligible for funding as described herein, must be submitted by Subrecipients through SCAG's Call for Applications process.

3. Grant Requirements: The responsibilities of Subrecipients include, but are not limited to, the following:

   a. FTA Master Agreement: Each Subrecipient agrees to comply in the same capacity as the "Recipient" with applicable terms and conditions of the FTA Master Agreement, FTA MA (19) dated October 1, 2012 (www.fta.dot.gov/documents/19-Master.pdf) and any agreement which supersedes and replaces it.

   b. Annual FTA Certifications and Assurances: The Subrecipient agrees to sign the Federal Fiscal Year (FFY) 2013 FTA Certifications and Assurances, attached hereto and incorporated herein as Attachment "A-1." Each Subrecipient certifies in the same capacity as the "Applicant" that it shall comply with the applicable annual FTA Certifications and Assurances (published annually in the Federal Register). Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5339 Program funds, each Subrecipient shall sign and submit a copy of such form to SCAG prior to applying for any of such funds.

   c. Documentation: Each Subrecipient shall submit to SCAG any documentation reasonably requested by SCAG to assure the validity of all above-referenced FTA Certifications and Assurances.

   d. Transit Asset Management Plans: Each Subrecipient shall agree to the following:

      i. It will develop a Transit Asset Management Plan that complies with:

         1. 49 U.S.C. Section 5326 et seq. and Section 5339(a)(4), as amended by MAP-21;
         2. Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. Section 5326(d), as amended by MAP-21;
         3. Performance Measures and Targets required to be issued by 49 U.S.C. Section 5326(c)(1); and
         4. Other applicable Federal laws and regulations;

      ii. It will develop a Transit Asset Management Plan that is consistent with Federal guidance developed or to be developed to implement 49 USC Section 5326, as amended by MAP-21.

      iii. It will provide progress and performance reports as required by 49 U.S.C. Section 5326(c)(3), as amended by MAP-21.

      iv. Transit Asset Management Plans shall at minimum include capital asset inventories and condition assessments, and investment prioritization. Subrecipients shall further report on the condition of their system and any change in condition since the last report and submit such reports into the FTA's National Transit Database (NTD). The Subrecipient shall submit to SCAG performance

measures and targets adopted as part of such plans, and any other related documentation requested by SCAG.

4. Invoices. Upon approval of SCAG's grant applications by FTA and commencement of approved projects under the Section 5339 Program, Subrecipients shall submit invoices to SCAG for reimbursement of incurred, eligible and allowable grant program costs. Such costs shall comply with all applicable federal cost principles and other related requirements, and shall serve as the only costs eligible for reimbursement by SCAG. Upon approval of invoices by SCAG, SCAG shall draw-down funds on a reimbursement basis from FTA's ECHO System, and shall pay the Subrecipient upon receipt of payment by FTA.

   a. Invoices shall comply with the Invoice Format set forth in the Call for Applications instructions which shall be provided by SCAG. The required, local cash match (20%) shall be deducted by the Subrecipient and reflected in each Invoice. The Authorized Representative of each Subrecipient agrees to sign the Cash Match Certification Statement on each Invoice. All invoices shall be submitted at least quarterly and no more frequently than monthly, and contain the following information:

      i. Name of Subrecipient expending the Section 5339 Program funds;
      ii. UZA name and number for which the project funds are being reported;
      iii. A listing of the FTA grant number(s) being reported, with their respective project budget line item (ALI Codes), project category, approved FTA amount, and description of the funded projects;
      iv. Invoice period and corresponding Progress Report in narrative format; and
      v. Explanation if there is no activity.

   b. All invoices shall be submitted by Subrecipients to the following email address: AccountsPayable@scag.ca.gov.

   c. SCAG shall maintain final approval authority of invoices submitted under this Agreement.

5. Quarterly Reports. Each Subrecipient shall submit Quarterly Reports to SCAG which contain the following information, and any additional information as may be required by SCAG or FTA:

   a. Name of Subrecipient expending the Section 5339 Program funds;

   b. UZA name and number for which the funds are being reported;

   c. A listing of the FTA grant number(s) being reported, with their respective project budget line item (ALI Codes), project category, approved FTA amount, and description of the funded projects; and

   d. Federal Fiscal Year (FFY) Quarterly Milestones/Progress Reports in a narrative format.

   Quarterly Reports shall be submitted no later than fifteen (15) days after each FFY quarter has ended, to the attention of Alfonso Hernandez (or other person identified by SCAG), SCAG Grants Administrator. SCAG shall promptly notify all Subrecipients in the event of a change in the person identified in this paragraph as the recipient of the Quarterly Reports.

6. Audits: In accordance with the FTA Master Agreement and applicable federal law and regulations, Subrecipients agree to retain and require its contractors and other third party participants to retain complete and readily accessible records related in whole or part to the Section 5339 Program ("Records"). Records required to be retained include but are not limited to data, documents, reports, statistics, leases, third party contracts or agreements, arrangements, and other supporting materials related to those records.

   a. Subrecipients shall retain Records for the period required under the FTA Master Agreement, and shall make the Records available for inspection and audit by representatives of SCAG, the State, or the Federal Government upon request. Copies of the Records shall be made and furnished to SCAG upon request at no cost to SCAG.

   b. Any costs for which a Subecipient receives payment that is determined by a subsequent audit or other review by SCAG, State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, are to be repaid by the Subrecipient within thirty (30) days of such Subrecipient receiving notice of audit findings and a written demand for reimbursement from SCAG. Should the Subecipient fail to reimburse unallowable costs due SCAG within thirty (30) days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due to the Subrecipient.

7. Reports and Forms: Upon approval of grant applications by FTA, as applicable, Subrecipients shall submit to SCAG the following documents and reports which relate to the Section 5339 Program:

   a. Quarterly Milestones/Progress Reports during the current FFY;

   b. Disadvantaged Business Enterprise (DBE) reports and all other reports and documentation required by FTA;

   c. Final/Close-out Reports;

   d. IRS W-9 Form;

   e. Banking information which includes name of the financial institute, ACH routing number, and account number; and

   f. Any other documents or reports requested by FTA or SCAG.

8. Sub-allocations Process: The Subrecipient hereby understands and agrees that it shall execute and submit to SCAG, in advance of submitting a grant application for Section 5339 Program funds to FTA and no later than fifteen (15) days after receiving a Notice of Sub-allocations from the CTC serving the county in which the Subrecipient is located, this Grant Certification Form and the FFY 2013 FTA Certifications and Assurances, signed by the duly authorized representative of the Subrecipient. Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5339 Program funds, each Subrecipient shall sign and submit a copy to SCAG of the applicable FTA Certifications and Assurances form, prior to SCAG's submittal of an application for such funds. SCAG shall not allocate and the CTCs shall not sub-allocate, as applicable, any Section 5339 Program funds to a Subrecipient who has not executed a Grant Certification Form and applicable FTA Certifications and Assurances form.

9. Opt-Out Option: In the event an eligible Subrecipient, excluding a CTC who is a Subrecipient, elects not to apply for Section 5339 Program funds and does not execute the Grant Certification Form, the Subrecipient may elect to sign and return the attached Opt-Out Form, attached hereto and incorporated herein as Attachment "A-2." A Subrecipient that elects to opt-out, as described herein, shall sign and return to SCAG's Grants Administrator the attached Opt-Out Form within thirty (30) days of receiving the Notice of Sub-Allocations from the CTC serving the county in which the Subrecipient is located. Upon receipt by SCAG of the Opt-Out Form signed by a Subrecipient's duly authorized representative or upon the lapse of the 30-day notification period, SCAG and the respective CTC shall initiate the process to sub-allocate the Section 5339 Program funds among other eligible Subrecipients within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C. Section 5339, as applicable and as amended from time to time.

10. Indemnity: The Subrecipient agrees to indemnify, defend and hold harmless SCAG and its respective officers, agents and employees from and against any and all claims, demands, costs, or liability arising from or connected with intentional or negligent acts, errors or omissions, any violations of law, or any violations of the terms and conditions of this Certification Form (including non-compliance with the FTA Master Agreement and annual FTA Certifications and Assurances) attributable to performance of the responsibilities as set forth herein by the Subrecipient or its officers, agents, employees, contractors and subcontractors, except to the extent caused by the negligence or willful misconduct of SCAG.

SIGNING BELOW, on behalf of the Subrecipient, I declare under penalty of perjury that the Subrecipient has duly authorized me to sign this Grant Certification Form, and bind the recipient's compliance. Thus, the Subrecipient agrees to comply with all requirements set forth herein.

Signature of Authorized Representative

_____	_____
Signature	Date
_____	_____
Name of Subrecipient	Address

Return Form To:
Alfonso Hernandez, SCAG Grants Administrator
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
hernande@scag.ca.gov

ATTACHMENT A-1
FEDERAL FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSITADMINISTRATION ASSISTANCE PROGRAMS

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

Group	Description	
1.	Required Certifications and Assurances for Each Applicant.	_____
2.	Lobbying.	_____
3.	Private Sector Protections.	_____
4.	Procurement and Procurement System.	_____
5.	Rolling Stock Reviews and Bus Testing.	_____
6.	Demand Responsive Service.	_____
7.	Intelligent Transportation Systems.	_____
8.	Interest and Finance Costs and Leasing Costs.	_____
9.	Transit Asset Management and Agency Safety Plans.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	_____
12.	Bus and Bus Facilities Program.	_____
13.	Bus/Bus Facilities Programs.	_____
14.	Urbanized Area Formula Programs and Job Access and Reverse Commute (JARC) Program.	_____
15.	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.	_____
16.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
17.	Public Transportation on Indian Reservations and "Tribal Transit Programs."	_____
18.	Low or No Emission/Clean Fuels Grant Programs.	_____
19.	Paul S Sarbanes Transit in Parks Program.	_____
20.	State Safety Oversight Program.	_____
21.	Public Transportation Emergency Relief Program.	_____
22.	Expedited Project Delivery Pilot Program.	_____
23.	Infrastructure Finance Programs.	_____

FEDERAL FISCAL YEAR 2013 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these Certifications and Assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its authorized representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2013, irrespective of whether the individual that acted on its Applicant's behalf continues to represent the Applicant.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply, as provided, to each Project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2013.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: _____ Date: _____

Full Name: _____

Authorized Representative of Applicant: _____

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature: _____ Date: _____

Full Name: _____

Attorney for Applicant: _____

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

ATTACHMENT A-2
Opt-Out Form

Name of Eligible Subrecipient (Public Entity):

_____

The Public Entity named above hereby elects not to sign the Grant Certification Form required under the Memorandum of Understanding among the Southern California Association of Governments (SCAG) and County Transportation Commissions (CTCs) for the Section 5339 Bus and Bus Facilities Grants Program.

The Public Entity understands and agrees that SCAG shall not be obligated to allocate and that the County Transportation Commission (CTC), serving the county in which the Public Entity is located, shall not be obligated to sub-allocate Section 5339 Program funds to any entity which elects not to sign the Grant Certification Form. Such Public Entity that elects to opt-out shall sign and return this Opt-Out Form to SCAG's Grants Administrator within thirty (30) days of receiving notification from the respective CTC of the Subrecipients' sub-allocation amount(s) ("Notice of "Sub-allocations").

The Public Entity agrees and understands that SCAG will initiate, upon receipt of this Opt-Out Form signed by the duly authorized representative of the Public Entity or upon the lapse of the 30-day notification period set forth above (whichever occurs first), the process to sub-allocate the Section 5339 Program funds among other eligible Subrecipients within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C. Section 5339, as applicable and as amended from time to time.

_____
Signature of Authorized Representative Date

_____
Name

_____
Name of Public Entity

_____
Address

Any Eligible Subrecipient that elects to opt-out of receiving 5339 Program Funds shall sign and return this Opt-Out Form to SCAG's Grants Administrator at the following address within thirty (30) calendar days of receiving the Notice of Sub-allocations:

Alfonso Hernandez, SCAG Grants Administrator
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
hernande@scag.ca.gov

Exhibit B
Invoice Format

INVOICE FORMAT (By Line Item Budget)									
Agency:				Grant Number:					
Address:				Grant Title:					
				Invoice Period:					
				Current Invoice		Project to Date		Balance	
	Hourly Rate	Hours	Budget	Hours	Amount	Hours	Amount	Hours	Amount
Direct Labor Classification(s):									
Staff Position Title	$ 1.00	-	$ -					-	-
Staff Position Title	$ 1.00		$ -					-	-
Staff Position Title	$ 1.00		$ -					-	-
Staff Position Title	$ 1.00		$ -					-	-
Staff Position Title	$ 1.00		$ -					-	-
Subtotal		-	$ -	-	$ -	-	$ -	-	$ -
Overhead & Fringe (inc. G&A):									
Overhead	1.00%		$ -						-
Fringe	1.00%		$ -						-
Subtotal			$ -		$ -				-
Other Direct Costs (ODCs)									
Travel			$ -						-
Printing - Directly Chargeable only			$ -						-
Other			$ -						-
Subtotal			$ -		$ -		$ -		$ -
Subcontractors									
Name of subcontractor -1			$ -						-
Name of subcontractor -2			$ -						-
Name of subcontractor -3			$ -						-
Name of subcontractor -4			$ -						-
Subtotal			$ -		$ -		$ -		$ -
TOTAL			$ -		$ -		$ -		$ -
Less: Local Cash Match	20%		$ -		$ -		$ -		-
AMOUNT DUE			$ -		$ -		$ -		$ -

CERTIFICATION OF SUBRECIPIENT

I hereby certifiy that the above costs were incurred in performance of the work required under the grant and are consistent with the amounts evidenced by attached supporting documents and expenditures. The source of 20% Local Cash Match is from local, non-federal funds.

Signature	Print Name and Title	Date

INVOICE FORMAT (By Task)

Agency Name: **Grant Number:**

Address: **Grant Title:**

Invoice Period:

TASK		BUDGET	CURRENT INVOICE Staff Costs	CURRENT INVOICE Consultant or Contractor Costs	CURRENT INVOICE Other Costs	YTD Staff Costs	YTD Consultant or Contractor Costs	YTD Other Costs	REMAINING BALANCE
1		$0.00							$0.00
2		$0.00							$0.00
3		$0.00							$0.00
4		$0.00							$0.00
5		$0.00							$0.00
6		$0.00							$0.00
7		$0.00							$0.00
8		$0.00							$0.00
9		$0.00							$0.00
10		$0.00							$0.00
11		$0.00							$0.00
12		$0.00							$0.00
13		$0.00							$0.00
	Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
							Total Current Expenditures:		**$0.00**
							Less 20% Local Cash Match:		**$0.00**
							Total Amount Due:		***$0.00***

CERTIFICATION OF GRANTEE

I hereby certify that the above costs were incurred in performance of the work required under the grant and are consistent with the amounts evidenced by attached supporting documents and expenditures. The source of 20% Local Cash Match is from local, non-federal funds.

Signature	Print Name and Title	Date

Exhibit C
Grants Administrator Contacts List

The Southern California Association of Governments
Full Name: Alfonso Hernandez
Title/Dept: Senior Budget and Grants Analyst, Finance
Mailing Street Address: 818 W. 7th Street, 12th Floor
City, State and Zip Code: Los Angeles, CA 90017
Phone: 213-236-1897
Email: hernande@scag.ca.gov

San Bernardino Associated Governments
Full Name: Vanessa Jezik
Title/Dept: Transportation Programming Analyst
Mailing Street Address: 1170 W. 3rd Street, 2nd Floor
City, State and Zip Code: San Bernardino, CA 92410-1715
Phone: 909-884-8276
Email: vjezik@sanbag.ca.gov

Omnitrans
Full Name:
Title/Dept:
Mailing Street Address:
City, State and Zip Code:
Phone:
Email:

Exhibit D
Notices

Mr. Hasan Ikhrata
Executive Director
Southern California Association of Governments
818 West 7th Street, 12th Floor
Los Angeles, CA 90017-3435

Mr. Raymond Wolfe
Executive Director
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Mr. Scott Graham
Interim CEO/General Manager
Omnitrans
1700 W. Fifth Street
San Bernardino, CA 92411

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 8

Date: October 17, 2013

Subject: Memoranda of Understanding for the Section 5337 State of Good Repair Grants Program

Recommendation:* That the Committee recommend that the Board, acting as the San Bernardino County Transportation Commission:

1. Approve the Memorandum of Understanding C14016 among the Southern California Association of Governments, Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission and San Bernardino Associated Governments for the Section 5337 State of Good Repair Grants Program.

2. Approve the Memorandum of Understanding C14040 among San Bernardino Associated Governments and Southern California Regional Rail Authority for the Section 5337 State of Good Repair Grants Program.

3. Authorize the Executive Director and/or his designee to execute the Memoranda of Understanding No. C14016 and No. C14040.

*

Approved
Commuter Rail and Transit Committee

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

CRTC1310b-vj
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C14016.pdf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/C14040.docx

Background: Pursuant to the new two-year transportation reauthorization bill that was signed into law on July 6, 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21), funding is authorized for the Section 5337 State of Good Repair Grants Program for the Federal Fiscal Year (FFY) 2012/2013 and FFY 2013/2014.

Funds from the Section 5337 Grants Program are exclusively for capital assistance projects (including preventive maintenance activities) for the replacement and rehabilitation of existing fixed-guideway systems to maintain them in a state of good repair; the Program also funds the replacement and rehabilitation of existing high intensity motorbus systems.

SANBAG, acting in its capacity as the San Bernardino County Transportation Commission, is responsible for identifying any and all eligible direct recipients of Section 5337 Program funds within the county. SANBAG is further responsible for sub-allocating, consistent with the Section 5337 Program formula, Section 5337 Program funds among eligible direct recipients identified by SANBAG, and notifying Southern California Association of Governments (SCAG) and direct recipients of such sub-allocations and changes to such sub-allocations. SANBAG has identified Southern California Regional Rail Authority (Metrolink) as an eligible direct recipient and has notified Metrolink and SCAG of Metrolink's sub-allocation.

The Memoranda of Understanding recommended for approval between the applicable agencies clarify the roles and responsibilities of all parties with regard to implementation of the Section 5337 Program.

Financial Impact: This item has no impact upon the SANBAG Budget.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has approved drafts of these agreements.

Responsible Staff: Vanessa Jezik, Transportation Programming Analyst

CRTC1310b-vj

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14016 Amendment No. _____

By and Between

SANBAG and SCAG

Contract Description MOU between SANBAG and SCAG ; defining roles and responsibilities for implementing Section 5337 Program.

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approve the memorandum of understanding C14015 among SANBAG and SCAG for the Section 5337 STATE OF GOOD REPAIR GRANTS Program.

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

CONTRACT OVERVIEW

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

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
Effective date of contract	September 30, 2014	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0501.

☐ A Budget Amendment is required.

How are we funding current FY? N/A

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

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

FTA funding that SANBAG allocates but it does not flow through our books. Should it be used on a SANBAG project it would be budgeted under the appropriate task number. SANBAG does not receive FTA funds directly.

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Vanessa Jezik		8-29-13
Project Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	8/29/13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	8/29/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		8/29/13
Contract Administrator (Print Name)	Signature	Date

W STHURSH

Chief Financial Officer (Print Name)

Signature

Date 9/3/13

MEMORANDUM OF UNDERSTANDING (MOU)
AMONG THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS AND COUNTY TRANSPORTATION COMMISSIONS FOR THE SECTION 5337 STATE OF GOOD REPAIR GRANTS PROGRAM
(MOU No. M-015-13)

RECITALS

WHEREAS, the Southern California Association of Governments (SCAG) is a joint powers agency formed pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (Section 6500 et seq.) and is the Metropolitan Planning Organization (MPO) recognized under 23 United States Code (U.S.C.) Section 134 and 49 U.S.C. Section 5303;

WHEREAS, SCAG is responsible for developing Regional Transportation Plans and Federal Transportation Improvement Programs (FTIPs), pursuant to 23 U.S.C. Section 134 et seq., 49 U.S.C. Section 5303 et seq., California Government Code Section 65080 et seq., and California Public Utilities Code Section 130300 et seq., and applicable regulations and guidance;

WHEREAS, SCAG is the Designated Recipient (as defined in 49 U.S.C Section 5302(4)) of Federal Transit Administration (FTA) Urbanized Area Formula Grants under 49 U.S.C. Section 5307 (Section 5307 Program) for the following large urbanized areas (UZAs) with populations of 200,000 or more (according to the latest U.S. Census) in the SCAG region: Los Angeles-Long Beach-Anaheim (UZA 2), Riverside-San Bernardino (UZA 22), Indio-Cathedral City (UZA 111), Santa Clarita (UZA 146), Murrieta-Temecula-Menifee (UZA 87), and Lancaster-Palmdale (UZA 112);

WHEREAS, the Orange County Transportation Authority (OCTA), the Los Angeles County Metropolitan Transportation Authority (Metro), the San Bernardino Associated Governments (SANBAG) acting in its capacity as the San Bernardino County Transportation Commission, and the Riverside County Transportation Commission (RCTC) (referred to individually herein as a "CTC" and collectively as "CTCs") are responsible for developing short-range Transportation Improvement Programs (TIPs) for their respective counties in coordination with SCAG and the municipal transit operators (pursuant to California Public Utilities Code Section 130303 et seq.), and for submitting their TIPs to SCAG for recommended inclusion in the FTIP;

WHEREAS, pursuant to the new two-year transportation reauthorization bill that was signed into law on July 6, 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21; P.L. 112-141), funding is authorized for the 49 U.S.C Section 5337 State of Good Repair Grants Program (Section 5337 Program);

WHEREAS, the Federal Fiscal Year (FFY) is the accounting period for the federal government which begins on October 1 and ends on September 30;

WHEREAS, MAP-21 authorizes funding for the Section 5337 Program for FFY 2012/2013 and FFY 2013/14 exclusively for capital assistance projects (including preventive maintenance

activities) for the replacement and rehabilitation of existing fixed-guideway systems to maintain them in a state of good repair;

WHEREAS, MAP-21 also authorizes funding for the Section 5337 Program for FFY 2012/2013 and FFY 2013/14 exclusively for capital assistance projects for the replacement and rehabilitation of existing high intensity motorbus systems, defined in 49 U.S.C Section 5337(d)(1) as public transportation provided on a facility with access to other high-occupancy-vehicles (HOVs), to maintain these fixed-route bus systems in a state of good repair;

WHEREAS, the Section 5337 Program replaces and modifies elements of the Fixed Guideway Modernization Program (previously under 49 U.S.C. Section 5309(a));

WHEREAS, FTA guidance specifies that the Designated Recipient of Section 5337 Program funds for large UZAs shall be the same as the Designated Recipient of Section 5307 Program funds for such areas;

WHEREAS, SCAG, as the Designated Recipient of Section 5337 Program funds for large UZAs identified herein within the SCAG region, must allocate Section 5337 Program funds to eligible Direct Recipients and is responsible for tracking grant activity at UZA levels;

WHEREAS, the CTCs are responsible for identifying any and all eligible Direct Recipients of Section 5337 Program funds;

WHEREAS, the CTCs are further responsible for sub-allocating Section 5337 Program funds among eligible Direct Recipients identified by the CTCs within their respective counties consistent with the Section 5337 Program formula, and notifying SCAG and Direct Recipients of such sub-allocations and changes to such sub-allocations;

WHEREAS, CTCs and all other Direct Recipients of Section 5337 Program funds are responsible for compliance with all applicable grant requirements set forth in the FTA Master Agreement and annual FTA Certifications and Assurances;

WHEREAS, all references to "days" shall mean calendar days, unless otherwise specified, in notification periods set forth herein; and

WHEREAS, this Memorandum of Understanding ("MOU" or "Agreement") is entered into by SCAG and the CTCs in order to clarify the roles and responsibilities of all parties with regard to implementation of the Section 5337 Program.

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. Incorporation of Recitals

1.1. The foregoing Recitals are hereby incorporated into and made part of this Agreement.

2. Roles and Responsibilities

2.1. Role and Responsibilities of SCAG

1) County and Inter-county Allocations: SCAG shall prepare the allocations of Section 5337 Program funds apportioned by FTA for large UZAs identified herein that do not expand over more than one county, and the inter-county allocations of Section 5337 Program funds apportioned by FTA for large UZAs identified herein that expand over more than one county (County and Inter-county Allocations). The County and Inter-county Allocations of Fixed Guideway (FG) funds shall be consistent with the formula set forth in subparagraphs (B) and (C) of 49 U.S.C Section 5337(c)(3). Similarly, the County and Inter-county Allocations of High Intensity Motor Bus (HIMB) funds shall be consistent with the formula set forth in subparagraphs (B) and (C) of 49 U.S.C Section 5337(d)(3). SCAG shall prepare such allocations pursuant to the following process:

   a. SCAG shall provide to the CTCs a "Notice of Proposed County and Inter-County Allocations" for a thirty (30)-day review and comment period.

   b. Upon closure of the review and comment period, SCAG shall consider any requested revisions and comments received and make revisions as appropriate, then shall issue a "Notice of Final County and Inter-County Allocations."

2) Grant Certification and Opt-Out Forms: SCAG shall include with the Notice of Final County and Inter-County Allocations to the CTCs, the "Grant Certification Form," attached hereto and incorporated herein as Exhibit "A." The Grant Certification Form includes as attachments, the FTA Certifications and Assurances (Attachment A-1) in addition to the Opt-Out Form (Attachment A-2) as described in Section 2.3, paragraphs 5 and 6. SCAG shall include Instructions with such forms. Each CTC shall be responsible for distributing to and coordinating signatures by the Direct Recipients identified by the CTC in their respective county, of either the Grant Certification Form or Opt-Out Form. SCAG shall receive either the Grant Certification Form or Opt-Out Form signed by each eligible Direct Recipient identified by the CTC in their respective county prior to submittal of a grant application for Section 5337 Program Funds by an eligible Direct Recipient. In no event shall SCAG provide a concurrence letter in support of a grant application for such funds in a county for which SCAG has not received all required documentation as set forth below in paragraph 4 of this Section 2.1.

3) Notify FTA of Sub-Allocations: Upon receipt of the Notices of Sub-allocations from the CTCs as set forth in paragraph 2 of Section 2.2 of this Agreement, SCAG shall transmit "funding split" letters notifying FTA of the sub-allocations of 5337 Program funds to Direct Recipients in UZAs identified herein.

4) MPO Concurrence Letters: SCAG shall allow Direct Recipients to submit grant applications directly to FTA, subject to SCAG's receipt of documentation set forth below in this paragraph 4. SCAG shall provide to FTA the MPO concurrence letters required by FTA for the approval of Section 5337 Program grant applications submitted by a Direct Recipient to FTA, contingent upon SCAG's receipt of the following required documentation:

a. This Agreement fully executed by all Parties;

b. The Grant Certification Form (Exhibit A) signed by the Direct Recipient's duly authorized representative;

c. The FFY 2013 FTA Certifications and Assurances (Attachment A-1), attached to the Grant Certification Form or subsequent annual FTA Certifications and Assurances (published in the Federal Register), as applicable, signed by the Direct Recipient's duly authorized representative and its attorney; and

d. Any further documentation requested by SCAG or FTA to ensure compliance with the grant requirements.

5) Grant Tracking at UZA Levels: SCAG shall track grant activity of Section 5337 Program funds at UZA levels and share the balances with the Direct Recipients, CTCs, and FTA upon request or as needed, but not less frequently than once per each quarter of the FFY.

2.2. Role and Responsibilities of the CTCs

1) Review of Proposed County and Inter-County Allocations: Upon receipt from SCAG of the Notice of Proposed County and Inter-County Allocations, each CTC shall review and provide comments to SCAG as needed within thirty (30) days.

2) Sub-Allocations: Each CTC shall identify eligible Direct Recipients of Section 5337 Program funds within their respective counties and shall sub-allocate FG funds consistent with the formula set forth in subparagraphs (B) and (C) of U.S.C Section 5337(c)(3), and shall sub-allocate HIMB funds consistent with the formula set forth in subparagraphs (B) and (C) of U.S.C Section 5337(d)(3), pursuant to the following process:

a. Each CTC shall provide a "Notice of Sub-allocations" to SCAG and to all Direct Recipients in its county, within thirty (30) days of receiving the Notice of Final County and Inter-County Allocations from SCAG. Such Notice to the Direct Recipients shall include a copy of the Grant Certification Form and Opt-Out Form, with Instructions, as described in Section 2.1, paragraph 2, of this Agreement. The Notice of Sub-allocations shall include but is not limited to the following information, and all available funds shall be sub-allocated (without a remaining balance):

i. Full name of the Direct Recipient,
ii. Dollar amounts of sub-allocations to each Direct Recipient,
iii. Category of Funds (FG or HIMB),
iv. FFY of funding sub-allocations, and
v. Any other information requested by FTA.

b. Each CTC shall be responsible for coordinating and obtaining signed Certification Forms or Opt-Out Forms as described in Section 2.1, paragraph 2, of this Agreement, from all eligible Direct Recipients identified by the CTC in its respective county, and ensuring that such forms are submitted to SCAG.

3) Grant Management and Tracking at County and Recipient Levels: The CTCs shall be responsible for the tracking and reconciliation of Section 5337 Program funding balances of eligible Direct Recipients which are sub-allocated within their respective counties, and shall provide such fund balances to the SCAG Grants Administrator on a quarterly basis and upon request. The CTCs shall further be responsible for managing and approving any exchanges of such funds with other federal, state, and/or local funds within the same UZA, in accordance with applicable federal, state and/or local requirements. Each CTC shall further notify SCAG of any and all revised sub-allocations within thirty (30) days from the date of such revisions, to reflect any funding exchanges or in the event that any identified eligible Direct Recipient opts-out of receiving its sub-allocation pursuant to Section 2.3, paragraph 6. Each CTC agrees to notify any and all Direct Recipients in their respective county with 5337 Program funding sub-allocations at risk of lapsing, and shall provide a copy of such notification to SCAG. Each CTC further agrees to provide SCAG with documentation of any exchanges of funds, upon request of SCAG or FTA.

4) Short-range Programming: The CTCs shall be responsible for programming eligible projects in their short-range TIPs that are submitted to SCAG for recommended inclusion in the FTIP.

2.3. Role and Responsibilities of Direct Recipients

1) Definition of "Direct Recipient:" For purposes of this Agreement, "Direct Recipient" shall mean an eligible public entity identified by the CTC serving the county in which such public entity is located, to receive a sub-allocation of Section 5337 Program funds and that may apply directly to FTA for a grant award to implement eligible capital projects, contingent upon meeting federal requirements and requirements set forth in this Section 2.3. "Direct Recipients" may include CTCs.

2) CTC Certifications and Assurances: A CTC which applies for Section 5337 Funds shall also be considered a "Direct Recipient" for purposes of this Agreement, and by signing this Agreement such CTC hereby agrees to accept responsibilities and comply with the requirements stated in this Agreement

including but not limited to this Section 2.3. Each CTC understands and agrees that it shall not be entitled to elect the Opt-Out option set forth under paragraph 6 of this Section 2.3.

3) Applications and Grant Management Process: Direct Recipients are responsible for applying directly to FTA for a grant award from the Section 5337 Program to implement eligible capital projects, contingent on meeting federal requirements and requirements set forth under this Section 2.3. Direct Recipients are further responsible for preparing, submitting and managing all of their grant applications in FTA's Transportation Electronic Award Management web-based (TEAM-Web) system.

4) Grant Requirements: The responsibilities of Direct Recipients include, but are not limited to, the following:

a. FTA Master Agreement: Each Direct Recipient agrees to comply in the same capacity as the "Recipient" with applicable terms and conditions of the FTA Master Agreement, FTA MA (19) dated October 1, 2012 (www.fta.dot.gov/documents/19-Master.pdf) and any agreement which supersedes and replaces it.

b. Annual FTA Certifications and Assurances: By signing the FFY 2013 FTA Certifications and Assurances, attached hereto and incorporated herein as Exhibit "A," each Direct Recipient certifies in the same capacity as the "Applicant" that it shall comply with the applicable annual FTA Certifications and Assurances (published annually in the Federal Register). Upon publication of the FFY 2014 FTA Certifications and Assurances form, and for each additional FFY for which Congress authorizes and appropriates Section 5337 Program funds, each Direct Recipient shall sign and submit a copy of such form to SCAG prior to applying for any of such funds.

c. Documentation: Each Direct Recipient shall submit to SCAG any documentation reasonably requested by SCAG to assure the validity of all above-referenced Certifications and Assurances.

d. Transit Asset Management Plans: Each Direct Recipient shall agree to the following:

i. It will develop a Transit Asset Management Plan that complies with:

1. 49 U.S.C. Section 5326 et seq. and Section 5337(a)(4), as amended by MAP-21;
2. Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. Section 5326(d), as amended by MAP-21;

3. Performance Measures and Targets required to be issued by 49 U.S.C. Section 5326(c)(1); and
4. Other applicable Federal laws and regulations;

ii. It will develop a Transit Asset Management Plan that is consistent with Federal guidance developed or to be developed to implement 49 USC Section 5326, as amended by MAP-21.

iii. It will provide progress and performance reports as required by 49 U.S.C. Section 5326(c)(3), as amended by MAP-21.

iv. Transit Asset Management Plans shall at minimum include capital asset inventories and condition assessments, and investment prioritization. Direct Recipients shall further report on the condition of their system and any change in condition since the last report and submit such reports into the FTA's National Transit Database (NTD). The Direct Recipient shall submit to SCAG performance measures and targets adopted as part of such plans, and any other related documentation requested by SCAG.

e. Reports: Upon submittal to or approval by FTA, as applicable, Direct Recipients shall submit to SCAG copies of the following documents and reports which relate to the Section 5337 Program:

i. Approved Grant Applications, Budget Revisions and Amendments;

ii. Supplemental Agreements and Amendments;

iii. Quarterly Milestones/Progress Reports submitted into FTA's TEAM-Web system during the current FFY;

iv. Federal Financial Reports submitted into FTA's TEAM-Web system during the current FFY;

v. Disadvantaged Business Enterprise (DBE) reports and all other reports and documentation required by FTA;

vi. Final/Close-out Reports submitted to FTA; and

vii. Any other documents or reports requested by FTA or SCAG, including information which enables SCAG to track 5337 Program funding balances in UZAs for which it is the Designated Recipient.

f. Invoices: Upon approval of grant applications by FTA and commencement of approved projects under the Section 5337 Program, Direct Recipients shall submit invoices to FTA for reimbursement of incurred eligible and allowable

costs. Costs shall comply with Section 5337 Program requirements, all applicable Federal cost principles and other related requirements, and shall serve as the only costs eligible for reimbursement by FTA. Direct Recipients shall draw-down grant funds via FTA's Electronic Clearing House Operation (ECHO-Web) System on a reimbursement basis upon approval by FTA of a Direct Recipient's invoice.

g. Supplemental Agreements: Direct Recipients that sub-allocate Section 5337 Program funds shall comply with FTA's requirement for a Supplemental Agreement to be pinned to the grant in the TEAM-Web system prior to grant execution.

5) Grant Certification Form: Each Direct Recipient, excluding a CTC who is a Direct Recipient, shall execute and submit to SCAG, in advance of submitting a grant application for Section 5337 Program funds to FTA and no later than fifteen (15) days after receiving a Notice of Sub-allocations from the CTC a signed Grant Certification Form (Exhibit A) including a signed FFY 2013 FTA Certifications and Assurances (Attachment A-1). Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5337 Program funds, each Direct Recipient shall sign and submit a copy to SCAG of the applicable FTA Certifications and Assurances form, prior to applying for such funds. SCAG shall not allocate and the CTCs shall not sub-allocate, as applicable, any Section 5337 Program funds to a Direct Recipient who has not executed a Grant Certification Form and applicable FTA Certifications and Assurances form.

6) Opt-Out Option: In the event an eligible Direct Recipient, excluding a CTC who is a Direct Recipient, elects not to apply for Section 5337 Program funds and does not execute the Grant Certification Form described in paragraph 5 of this Section 2.3, the Direct Recipient may sign and return the Opt-Out Form (Attachment A-2). A Direct Recipient that elects to opt-out, as described herein, shall sign and return to SCAG's Grants Administrator the required Opt-Out Form within thirty (30) days of receiving the Notice of Sub-Allocations from the CTC serving the county in which the Direct Recipient is located. Upon receipt by SCAG of the Opt-Out Form signed by a Direct Recipient's duly authorized representative or upon the lapse of the thirty (30)-day notification period, SCAG and the respective CTC shall initiate the process to sub-allocate the Section 5337 Program funds among other Direct Recipients that provide fixed guideway and/or high intensity motorbus service within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C. Section 5337, as applicable and as amended from time to time. In any event, this Agreement shall remain fully binding and enforceable among the signatory parties.

3. General Provisions

3.1. Term of Agreement:

This Agreement shall be effective on June 1, 2013, and continues in full force unless a party withdraws from this Agreement or this Agreement is terminated in accordance with Section 3.7.

3.2. Drafting:

This Agreement has been prepared by all parties and has been reviewed and endorsed by each.

3.3. Amendments:

This Agreement may be amended only by the execution by all parties of a written amendment.

3.4. Jurisdiction and Venue:

This Agreement shall be deemed an Agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. All parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in Los Angeles County, California.

3.5. Non-assignment:

No party may assign this Agreement, or any part thereof, without the written consent of each party to this Agreement.

3.6. Indemnity:

Each respective CTC agrees to indemnify, defend and hold harmless SCAG and its officers, agents and employees from and against any and all claims, demands, costs, or liability arising from or connected with intentional or negligent acts, errors or omissions, any violations of law, or any violations of the terms and conditions of this Agreement (including non-compliance with the FTA Master Agreement and annual FTA Certifications and Assurances) attributable to performance of the responsibilities as set forth in this MOU by the CTC or its officers, agents, employees, contractors and subcontractors, except to the extent caused by the negligence or willful misconduct of SCAG.

3.7. Withdrawal and Termination:

1) Any party may withdraw from this Agreement upon thirty (30) days written notice to each party, provided that the notice of withdrawal sets forth the effective date of withdrawal and the reason for withdrawal. Additionally, the notice of withdrawal shall provide that the parties meet during the period prior to the effective date of withdrawal to try to resolve any dispute, if applicable. In the event that the withdrawal is for cause, the withdrawal shall not be effective if the party cures the default in its performance within the thirty (30) day period.

2) SCAG shall notify FTA of the withdrawal from this Agreement of any CTC and shall administer and sub-allocate Section 5337 Program funds to Direct Recipients providing FG and/or HIMB service, as applicable, within a county of such CTC that is not a party to this Agreement.

3) SCAG may terminate this Agreement at any time, upon thirty (30) days written notice to each party provided that the notice of termination sets forth the effective date of termination. Such termination clause may be invoked by SCAG in the following circumstances including but not limited to: in the event that the Section 5337 Program is no longer funded by Congress and the fund balances have been exhausted, or in the event that SCAG is no longer the designated recipient of Section 5337 Program funds for a UZA or UZAs identified herein.

3.8. Counterparts:

This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument.

3.9. Contact List:

The names and contact information for the grants administrator representing each party are identified in the Grants Administrator Contacts List, attached hereto and incorporated herein as Exhibit "B."

3.10. Notice:

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the names and addresses attached hereto and incorporated herein as Exhibit "C."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

The Southern California Association of Governments

By: _____ Date: _____

Hasan Ikhrata
Executive Director

Approved as to Form:

_____ Date: _____

Joanna Africa
Chief Counsel

San Bernardino Associated Governments

By: _____ Date: _____

Raymond Wolfe
Executive Director

Approved as to Form:

_____ Date: _____

Eileen Monaghan Teichert
General Counsel

Orange County Transportation Authority

By: _____ Date: _____

Darrell Johnson
Chief Executive Director

Approved as to Form:

_____ Date: _____

Legal Counsel

Los Angeles County Metropolitan Transportation Authority

By: _____ Date: _____
Arthur T. Leahy
Chief Executive Officer

Approved as to Form:

JOHN F. KRATTLI
County Counsel

By: _____ Date: _____
Deputy

Riverside County Transportation Commission:

By: _____ Date: _____

Anne Mayer
Executive Director

Approved as to Form:

_____ Date: _____

Legal Counsel

EXHIBIT A

GRANT CERTIFICATION FORM

Section 5337 State of Good Repair Grants Program (Section 5337 Program)

This Grant Certification Form is required to be signed by all Direct Recipients of Section 5337 Program Funds, pursuant to the Memorandum of Understanding among the Southern California Association of Governments (SCAG) and County Transportation Commissions for the Section 5337 State of Good Repair Grants Program.

1. Definition of "Direct Recipient:" For purposes of administering the Section 5337 Program, "Direct Recipient" shall mean an eligible public entity identified by the County Transportation Commission (CTC) serving the county in which such public entity is located, to receive a sub-allocation of Section 5337 Program funds and that may apply directly to the Federal Transit Administration (FTA) for a grant award to implement eligible capital projects, contingent on meeting federal requirements and requirements set forth herein.

2. Applications and Grant Management Process: Direct Recipients are responsible for applying directly to FTA for a grant award from the Section 5337 Program to implement eligible capital projects, contingent on meeting federal requirements and requirements set forth herein. Direct Recipients are further responsible for preparing, submitting and managing all of their grant applications in FTA's Transportation Electronic Award Management web-based (TEAM-Web) system.

3. Grant Requirements: The responsibilities of Direct Recipients include, but are not limited to, the following:

   a) FTA Master Agreement: Each Direct Recipient agrees to comply in the same capacity as the "Recipient" with applicable terms and conditions of the FTA Master Agreement, FTA MA (19) dated October 1, 2012 (www.fta.dot.gov/documents/19-Master.pdf) and any agreement which supersedes and replaces it.

   b) Annual FTA Certifications and Assurances: The Direct Recipient agrees to sign the Federal Fiscal Year (FFY) 2013 FTA Certifications and Assurances, attached hereto and incorporated herein as Attachment "A-1." Each Direct Recipient certifies in the same capacity as the "Applicant" that it shall comply with the applicable annual FTA Certifications and Assurances (published annually in the Federal Register). Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5337 Program funds, each Direct Recipient shall sign and submit a copy of such form to SCAG prior to applying for any of such funds.

   c) Documentation: Each Direct Recipient shall submit to SCAG any documentation reasonably requested by SCAG to assure the validity of all above-referenced FTA Certifications and Assurances.

   d) Transit Asset Management Plans: Each Direct Recipient shall agree to the following:

      i. It will develop a Transit Asset Management Plan that complies with:

         1. 49 U.S.C. Section 5326 et seq. and Section 5337(a)(4), as amended by MAP-21;
         2. Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. Section 5326(d), as amended by MAP-21;

3. Performance Measures and Targets required to be issued by 49 U.S.C. Section 5326(c)(1); and
4. Other applicable Federal laws and regulations;

ii. It will develop a Transit Asset Management Plan that is consistent with Federal guidance developed or to be developed to implement 49 USC Section 5326, as amended by MAP-21.

iii. It will provide progress and performance reports as required by 49 U.S.C. Section 5326(c)(3), as amended by MAP-21.

iv. Transit Asset Management Plans shall at minimum include capital asset inventories and condition assessments, and investment prioritization. Direct Recipients shall further report on the condition of their system and any change in condition since the last report and submit such reports into the FTA's National Transit Database (NTD). The Direct Recipient shall submit to SCAG performance measures and targets adopted as part of such plans, and any other related documentation requested by SCAG.

e) Reports: Upon submittal to or approval by FTA, as applicable, Direct Recipients shall submit to SCAG copies of the following documents and reports:

i. Approved Grant Applications, Budget Revisions and Amendments;
ii. Supplemental Agreements and Amendments;
iii. Quarterly Milestones/Progress Reports submitted into FTA's TEAM-Web system during the current FFY;
iv. Federal Financial Reports submitted into FTA's TEAM-Web system during the current FFY;
v. Disadvantaged Business Enterprise (DBE) reports and all other reports and documentation required by FTA;
vi. Final/Close-out Reports submitted to FTA; and
vii. Any other documents or reports requested by FTA or SCAG, including information which enables SCAG to track 5337 Program funding balances in UZAs for which it is the Designated Recipient.

f) Invoices: Upon approval of grant applications by FTA and commencement of approved projects under the Section 5337 Program, Direct Recipients shall submit invoices to FTA for reimbursement of incurred eligible and allowable costs. Costs shall comply with all Section 5337 Program requirements, applicable Federal cost principles and other related requirements and shall serve as the only costs eligible for reimbursement by FTA. Direct Recipients shall draw-down grant funds via FTA's Electronic Clearing House Operation (ECHO-Web) System on a reimbursement basis upon approval by FTA of a Direct Recipient's invoice.

g) Supplemental Agreements: Direct Recipients that sub-allocate Section 5337 Program funds shall comply with FTA's requirement for a Supplemental Agreement to be pinned to the grant in TEAM-Web system prior to grant execution.

4. Sub-allocations Process: The Direct Recipient hereby understands and agrees that it shall execute and submit to SCAG, in advance of submitting a grant application for Section 5337 Program funds to FTA and no later than fifteen (15) days after receiving a Notice of Sub-allocations from the CTC serving the county in which the Direct Recipient is located, this Grant Certification Form and the FFY 2013 FTA Certifications and Assurances, signed by the duly authorized representative of the Direct Recipient. Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5337 Program funds, each Direct Recipient shall sign and submit a copy to SCAG of the applicable FTA Certifications and Assurances form, prior to applying for such funds. SCAG shall not allocate and the CTCs shall not sub-allocate, as applicable, any Section 5337 Program

funds to a Direct Recipient who has not executed a Grant Certification Form and applicable FTA Certifications and Assurances form.

5. Opt-Out Option: In the event an eligible Direct Recipient, excluding a CTC who is a Direct Recipient, elects not to apply for Section 5337 Program funds and does not execute the Grant Certification Form, the Direct Recipient may elect to sign and return the attached Opt-Out Form, attached hereto and incorporated herein as Attachment "A-2." A Direct Recipient that elects to opt-out, as described herein, shall sign and return to SCAG's Grants Administrator the attached Opt-Out Form within thirty (30) days of receiving the Notice of Sub-Allocations from the CTC serving the county in which the Direct Recipient is located. Upon receipt by SCAG of the Opt-Out Form signed by a Direct Recipient's duly authorized representative or upon the lapse of the 30-day notification period, SCAG and the respective CTC shall initiate the process to sub-allocate the Section 5337 Program funds among other Direct Recipients that provide fixed guideway and/or high intensity motorbus service within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C. Section 5337, as applicable and as amended from time to time.

6. Indemnity: The Direct Recipient agrees to indemnify, defend and hold harmless SCAG and its respective officers, agents and employees from and against any and all claims, demands, costs, or liability arising from or connected with intentional or negligent acts, errors or omissions, any violations of law, or any violations of the terms and conditions of this Certification Form (including non-compliance with the FTA Master Agreement and annual FTA Certifications and Assurances) attributable to performance of the responsibilities as set forth herein by the Direct Recipient or its officers, agents, employees, contractors and subcontractors, except to the extent caused by the negligence or willful misconduct of SCAG.

BY SIGNING BELOW, on behalf of the Direct Recipient, I declare under penalty of perjury that the Direct Recipient has duly authorized me to sign this Grant Certification Form, and bind the recipient's compliance. Thus, the Direct Recipient agrees to comply with all requirements set forth herein.

Signature of Authorized Representative

_____ _____
Name Date

_____
Name of Direct Recipient

_____
Address

Return Form To:
Alfonso Hernandez, SCAG Grants Administrator
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
hernande@scag.ca.gov

ATTACHMENT A-1

FEDERAL FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSITADMINISTRATION ASSISTANCE PROGRAMS

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

Group	Description	
1.	Required Certifications and Assurances for Each Applicant.	_____
2.	Lobbying.	_____
3.	Private Sector Protections.	_____
4.	Procurement and Procurement System.	_____
5.	Rolling Stock Reviews and Bus Testing.	_____
6.	Demand Responsive Service.	_____
7.	Intelligent Transportation Systems.	_____
8.	Interest and Finance Costs and Leasing Costs.	_____
9.	Transit Asset Management and Agency Safety Plans.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	_____
12.	State of Good Repair Program.	_____
13.	Bus/Bus Facilities Programs.	_____
14.	Urbanized Area Formula Programs and Job Access and Reverse Commute (JARC) Program.	_____
15.	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.	_____
16.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
17.	Public Transportation on Indian Reservations and "Tribal Transit Programs."	_____
18.	Low or No Emission/Clean Fuels Grant Programs.	_____
19.	Paul S Sarbanes Transit in Parks Program.	_____
20.	State Safety Oversight Program.	_____
21.	Public Transportation Emergency Relief Program.	_____
22.	Expedited Project Delivery Pilot Program.	_____
23.	Infrastructure Finance Programs.	_____

FEDERAL FISCAL YEAR 2013 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these Certifications and Assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its authorized representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2013, irrespective of whether the individual that acted on its Applicant's behalf continues to represent the Applicant.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply, as provided, to each Project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2013.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: _____ Date: _____

Full Name: _____

Authorized Representative of Applicant: _____

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature: _____ Date: _____

Full Name: _____

Attorney for Applicant: _____

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

ATTACHMENT A-2

Opt-Out Form

Name of Eligible Direct Recipient (Public Entity):

_____

The Public Entity named above hereby elects not to sign the Grant Certification Form required under the Memorandum of Understanding among the Southern California Association of Governments (SCAG) and County Transportation Commissions (CTCs) for the Section 5337 State of Good Repair Grants Program.

The Public Entity understands and agrees that SCAG shall not be obligated to allocate and that the County Transportation Commission (CTC), serving the county in which the Public Entity is located, shall not be obligated to sub-allocate Section 5337 Program funds to any entity which elects not to sign the Grant Certification Form. Such Public Entity that elects to Opt-Out shall sign and return this Opt-Out Form to SCAG's Grants Administrator within thirty (30) days of receiving notification from the respective CTC of the Direct Recipients' sub-allocation amount(s) ("Notice of "Sub-allocations").

The Public Entity agrees and understands that SCAG will initiate, upon receipt of this Opt-Out Form signed by the duly authorized representative of the Public Entity or upon the lapse of the 30-day notification period set forth above (whichever occurs first), the process to sub-allocate the Section 5337 Program funds among other Direct Recipients that provide fixed guideway and/or high intensity motorbus service within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C.Section 5337, as applicable and as amended from time to time.

_____
Signature of Authorized Representative Date

_____
Name

_____
Name of Public Entity

_____
Address

Any Eligible Direct Recipient that elects to opt-out of receiving 5337 Program Funds shall sign and return this Opt-Out Form to SCAG's Grants Administrator at the following address within thirty (30) days of receiving the Notice of Sub-allocations:

Alfonso Hernandez, SCAG Grants Administrator
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
hernande@scag.ca.gov

Exhibit B

Grants Administrator Contacts List

The Southern California Association of Governments
Full Name: Alfonso Hernandez
Title/Dept: Senior Budget and Grants Analyst, Finance
Agency: Southern California Association of Governments (SCAG)
Mailing Street Address: 818 W. 7th Street, 12th Floor
City, State and Zip Code: Los Angeles, CA 90017
Phone: 213-236-1897
Email: hernande@scag.ca.gov

Los Angeles County Metropolitan Transportation Authority
Full Name: Frank Flores
Title/Dept: Executive Officer, Countywide Planning
Agency: LA County MTA
Mailing Street Address: 1 Gateway Plaza
City, State and Zip Code: Los Angeles, CA 90012
Phone: 213-922-2456
Mobile: 213-999-1443
Email: floresf@metro.net

Orange County Transportation Authority
Full Name: William J. Dineen Jr
Title/Dept: Principal Financial Analyst, Grants Management
Agency: Orange County Transportation Authority
Mailing Street Address: 550 S. Main Street
City, State and Zip Code: Orange, CA 92863
Phone: 714-560-5917
Email: wdineen@octa.net

Riverside County Transportation Commission:
Full Name: Josefina Clemente
Title/Dept: Transit Program Manager
Agency: Riverside County Transportation Commission
Mailing Street Address: 4080 Lemon Street, 3rd Floor
City, State and Zip Code: Riverside, CA 92501
Phone: 951-787-7141
Email: jclemente@rctc.org

San Bernardino Associated Governments
Full Name: Vanessa Jezik
Title/Dept: Transportation Analyst
Agency: San Bernardino Associated Governments
Mailing Street Address: 1170 W. 3rd Street, 2nd Floor
City, State and Zip Code: San Bernardino, CA 92410-1715
Phone: 909-884-8276
Email: vjezik@sanbag.ca.gov

Exhibit C

Notices

Mr. Hasan Ikhrata
Executive Director
Southern California Association of Governments
818 West 7th Street, 12th Floor
Los Angeles, CA 90017-3435

Mr. Arthur T. Leahy
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952

Mr. Darrell Johnson
Chief Executive Officer
Orange County Transportation Authority
550 South Main St.
P.O. Box 14184
Orange, CA 92863-1584

Ms. Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Mr. Raymond Wolfe
Executive Director
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14040 Amendment No. _____

By and Between

SANBAG and SCRRA

Contract Description Agreement with SCRRA to define roles and responsibilities in the administration of the FTA Section 5337 Grant Program.

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approve the Memorandum of Understanding C14040 between San Bernardino Associated Governments and Metrolink for the Section 5337 State of Good Repair Grants Program.

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

CONTRACT OVERVIEW

Original Contract Amount	$	0	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	0	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	0

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
Effective date of contract	September 30, 2014	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0501.

☐ A Budget Amendment is required.

How are we funding current FY? N/A

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* FTA funding that SANBAG allocates but it does not flow through our books. Should it be used on a SANBAG project it would be budgeted under the appropriate task number. SANBAG does not receive FTA funds directly.

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Vanessa Seitz		8-29-13
Project Manager (Print Name)	Signature	Date
Andrea Turcik	Andrea Turcik	8/29/12
Task Manager (Print Name)	Signature	Date
Andrea Turcik	Andrea Turcik	8/29/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		8/29/13
Contract Administrator (Print Name)	Signature	Date
W. STAWARSKI		9/3/13
Chief Financial Officer (Print Name)	Signature	Date

C14040

Contract Summary Sheet 11/6/12

MEMORANDUM OF UNDERSTANDING No. C14040

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

FOR THE

SECTION 5337 STATE OF GOOD REPAIR GRANTS PROGRAM

This Memorandum of Understanding ("MOU" or "Agreement") is entered into on the Effective Date by and between San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission ("SANBAG") and Southern California Regional Rail Authority ("SCRRA"), a California Joint Powers Authority, (collectively referred to as "Parties") with respect to the following facts.

RECITALS

WHEREAS, the Southern California Association of Governments (SCAG) is a joint powers agency formed pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (Section 6500 et seq.) and is the Metropolitan Planning Organization (MPO) recognized under 23 United States Code (U.S.C.) Section 134 and 49 U.S.C. Section 5303;

WHEREAS, SCAG is responsible for developing Regional Transportation Plans and Federal Transportation Improvement Programs (FTIPs), pursuant to 23 U.S.C. Section 134 et seq., 49 U.S.C. Section 5303 et seq., California Government Code Section 65080 et seq., and California Public Utilities Code Section 130300 et seq., and applicable regulations and guidance;

WHEREAS, SCAG is the Designated Recipient (as defined in 49 U.S.C Section 5302(4)) of Federal Transit Administration (FTA) Urbanized Area Formula Grants under 49 U.S.C. Section 5307 (Section 5307 Program) for the following large urbanized areas (UZAs) with populations of 200,000 or more (according to the latest U.S. Census) in San Bernardino County: Los Angeles-Long Beach-Anaheim (UZA 2), Riverside-San Bernardino (UZA 22);

WHEREAS, the San Bernardino Associated Governments acting in its capacity as the San Bernardino County Transportation Commission (referred to herein as a"CTC" or "SANBAG") is responsible for developing short-range Transportation Improvement Programs (TIPs) for San Bernardino County in coordination with SCAG and the municipal transit operators (pursuant to California Public Utilities Code Section 130303 et seq.), and for submitting its TIPs to SCAG for recommended inclusion in the FTIP;

WHEREAS, pursuant to the new two-year transportation reauthorization bill that was signed into law on July 6, 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21; P.L. 112-141), funding is authorized for the 49 U.S.C Section 5337 State of Good Repair Grants Program (Section 5337 Program);

WHEREAS, the Federal Fiscal Year (FFY) is the accounting period for the federal government which begins on October 1 and ends on September 30;

WHEREAS, MAP-21 authorizes funding for the Section 5337 Program for FFY 2012/2013 and FFY 2013/14 exclusively for capital assistance projects (including preventive maintenance activities) for the replacement and rehabilitation of existing fixed-guideway systems to maintain them in a state of good repair;

WHEREAS, MAP-21 also authorizes funding for the Section 5337 Program for FFY 2012/2013 and FFY 2013/14 exclusively for capital assistance projects for the replacement and rehabilitation of existing high intensity motorbus systems, defined in 49 U.S.C Section 5337(d)(1) as public transportation provided on a facility with access to other high-occupancy-vehicles (HOVs), to maintain these fixed-route bus systems in a state of good repair;

WHEREAS, the Section 5337 Program replaces and modifies elements of the Fixed Guideway Modernization Program previously under 49 U.S.C. Section 5309(a));

WHEREAS, FTA guidance specifies that the Designated Recipient of Section 5337 Program funds for large UZAs shall be the same as the Designated Recipient of Section 5307 Program funds for such areas;

WHEREAS, SCAG, as the Designated Recipient of Section 5337 Program funds for large UZAs identified herein within the SCAG region, must allocate Section 5337 Program funds to eligible Direct Recipients and is responsible for tracking grant activity at UZA levels;

WHEREAS, SANBAG is responsible for identifying any and all eligible Direct Recipients of Section 5337 Program funds in San Bernardino County;

WHEREAS, SANBAG has identified Southern California Regional Rail Authority (SCRRA) as an eligible Direct Recipient of Section 5337 Program funds;

WHEREAS, SANBAG is further responsible for sub-allocating Section 5337 Program funds among eligible Direct Recipients identified by SANBAG within San Bernardino County consistent with the Section 5337 Program formula, and notifying SCAG and Direct Recipients of such sub-allocations and changes to such sub-allocations;

WHEREAS, SANBAG and Direct Recipients of Section 5337 Program funds are responsible for compliance with all applicable grant requirements set forth in the FTA Master Agreement and annual FTA Certifications and Assurances;

WHEREAS, SCAG shall prepare the allocations of Section 5337 Program funds apportioned by FTA for large UZAs identified herein that do not expand over more than one county, and the

inter-county allocations of Section 5337 Program funds apportioned by FTA for large UZAs identified herein that expand over more than one county (County and Inter-county Allocations). The County and Inter-county Allocations of Fixed Guideway (FG) funds shall be consistent with the formula set forth in subparagraphs (B) and (C) of 49 U.S.C Section 5337(c)(3). Similarly, the County and Inter-county Allocations of High Intensity Motor Bus (HIMB) funds shall be consistent with the formula set forth in subparagraphs (B) and (C) of 49 U.S.C Section 5337(d)(3). SCAG shall track grant activity of Section 5337 Program funds at UZA levels and share the balances with the Direct Recipients, CTCs, and FTA upon request or as needed, but not less frequently than once per each quarter of the FFY;

WHEREAS, SCAG shall include with the Notice of Final County and Inter-County Allocations to SANBAG, the "Grant Certification Form," attached hereto and incorporated herein as Exhibit "A." The Grant Certification Form includes as attachments, the FTA Certifications and Assurances (Attachment A-1) in addition to the Opt-Out Form (Attachment A-2) as described in Section 2.2;

WHEREAS, upon receipt of the Notices of Sub-allocations from SANBAG as set forth in paragraph 2 of Section 2.1 of this Agreement, SCAG shall transmit "funding split" letters notifying FTA of the sub-allocations of 5337 Program funds to Subrecipients in UZAs identified herein;

WHERAS, SCAG allows Direct Recipients to submit grant applications directly to FTA, subject to SCAG's receipt of the Grant Certification Form (Exhibit "A") signed by the Direct Recipient's duly authorized representative SCAG and the FTA Certifications and Assurances (Attachment A-1), attached to the Grant Certification Form, as applicable, signed by the Direct Recipient's duly authorized representative and its attorney;

WHERAS, SCAG will provide to FTA the MPO concurrence letters required by FTA for the approval of Section 5337 Program grant applications submitted by a Direct Recipient to FTA, contingent upon SCAG's receipt of the required documentation specified in this MOU;

WHEREAS, SCAG shall track grant activity of Section 5337 Program funds at UZA levels and share the balances with Subrecipients, CTCs, and FTA upon request or as needed, but not less frequently than once per quarter of the FFY;

WHEREAS, all references to "days" shall mean calendar days, unless otherwise specified, in notification periods set forth herein; and

WHEREAS, this Memorandum of Understanding ("MOU" or "Agreement") is entered into by SANBAG and the SCRRA in order to clarify the roles and responsibilities of the parties with regard to implementation of the Section 5337 Program, and to be consistent with the roles and responsibilities of SANBAG, SCAG and Direct Recipients set forth in the SCAG/SANBAG Memorandum of Understanding (MOU No. M-015-13).

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. Incorporation of Recitals

1.1. The foregoing Recitals are hereby incorporated into and made part of this Agreement.

2. Roles and Responsibilities

2.1. Role and Responsibilities of SANBAG

1) Review of Proposed County and Inter-County Allocations: Upon receipt from SCAG of the Notice of Proposed County and Inter-County Allocations, SANBAG shall review and provide comments to SCAG as needed within thirty (30) days.

2) Sub-Allocations: SANBAG shall identify eligible Direct Recipients of Section 5337 Program funds within San Bernardino County and shall sub-allocate FG funds consistent with the formula set forth in subparagraphs (B) and (C) of U.S.C Section 5337(c)(3), and shall sub-allocate HIMB funds consistent with the formula set forth in subparagraphs (B) and (C) of U.S.C Section 5337(d)(3), pursuant to the following process:

   a. Notice of Sub-Allocations: SANBAG shall provide a "Notice of Sub-Allocations" to SCAG and SCRRA, within thirty (30) days of receiving the Notice of Final County and Inter-County Allocations from SCAG. Such Notice to the Direct Recipients shall include a copy of the Grant Certification Form and Opt-Out Form, with instructions. The Notice of Sub-allocations shall include but is not limited to the following information, and all available funds shall be sub-allocated (without a remaining balance):

      i. Full name of the Direct Recipient,
      ii. Dollar amounts of sub-allocations to each Direct Recipient,
      iii. Category of Funds (FG or HIMB),
      iv. FFY of funding sub-allocations, and
      v. Any other information requested by FTA.

   b. SANBAG shall be responsible for coordinating and obtaining signed Certification Forms or Opt-Out Forms from all eligible Direct Recipients identified by SANBAG in San Bernardino County, and ensuring that such timely submitted forms are submitted to SCAG.

3) Grant Management and Tracking at County and Recipient Levels: SANBAG shall be responsible for the tracking and reconciliation of Section 5337 Program funding balances of eligible Direct Recipients which are sub-allocated within San Bernardino County, and shall provide such fund balances to the SCAG Grants Administrator on a quarterly basis and upon request. SANBAG shall further be responsible for managing and approving any exchanges of such funds with other

federal, state, and/or local funds within the same UZA, in accordance with applicable federal, state and/or local requirements. SANBAG shall further notify SCAG of any and all revised sub-allocations within thirty (30) days from the date of such revisions, to reflect any funding exchanges or in the event that any identified eligible Direct Recipient opts-out of receiving its sub-allocation. SANBAG agrees to notify any and all Direct Recipients in its county with 5337 Program funding sub-allocations at risk of lapsing, and shall provide a copy of such notification to SCAG. SANBAG further agrees to provide SCAG with documentation of any exchanges of funds, upon request of SCAG or FTA.

4) Short-range Programming: SANBAG shall be responsible for programming eligible projects in its short-range TIPs that are submitted to SCAG for recommended inclusion in the FTIP.

2.2. Role and Responsibilities of SCRRA

1) Definition of "Direct Recipient": For purposes of this Agreement, "Direct Recipient" shall mean an eligible public entity identified by the CTC serving the county in which such public entity is located, to receive a sub-allocation of Section 5337 Program funds and that may apply directly to FTA for a grant award to implement eligible capital projects, contingent upon meeting federal requirements and requirements set forth in this Section 2.2. SCRRA has been identified by SANBAG as a Direct Recipient.

2) Applications and Grant Management Process: SCRRA is responsible for applying directly to FTA for a grant award from the Section 5337 Program to implement eligible capital projects, contingent on meeting federal requirements and requirements set forth under this Section 2.2. SCRRA is further responsible for preparing, submitting and managing all of its grant applications in FTA's Transportation Electronic Award Management web-based (TEAM-Web) system.

3) Grant Requirements: The responsibilities of SCRRA include, but are not limited to, the following:

   a. FTA Master Agreement: SCRRA agrees to comply in the same capacity as the "Recipient" with applicable terms and conditions of the FTA Master Agreement, FTA MA (19) dated October 1, 2012 (www.fta.dot.gov/documents/19-Master.pdf) and any agreement which supersedes and replaces it.

   b. Annual FTA Certifications and Assurances: By signing the FFY 2013 FTA Certifications and Assurances, attached hereto and incorporated herein as Exhibit "A," SCRRA certifies in the same capacity as the "Applicant" that it shall comply with the applicable annual FTA Certifications and Assurances (published annually in the Federal Register). Upon publication of the FFY 2014 FTA Certifications and Assurances form, and for each additional FFY for which Congress authorizes and appropriates Section 5337 Program

funds, SCRRA shall sign and submit a copy of such form to SCAG prior to applying for any of such funds.

c. Documentation: SCRRA shall submit to SCAG any documentation reasonably requested by SCAG to assure the validity of all above-referenced Certifications and Assurances.

d. Transit Asset Management Plans: SCRRA agrees to the following:

i. It will develop a Transit Asset Management Plan that complies with:

1. 49 U.S.C. Section 5326 et seq. and Section 5337(a)(4), as amended by MAP-21;
2. Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. Section 5326(d), as amended by MAP-21;
3. Performance Measures and Targets required to be issued by 49 U.S.C. Section 5326(c)(1); and
4. Other applicable Federal laws and regulations;

ii. It will develop a Transit Asset Management Plan that is consistent with Federal guidance developed or to be developed to implement 49 USC Section 5326, as amended by MAP-21.

iii. It will provide progress and performance reports as required by 49 U.S.C. Section 5326(c)(3), as amended by MAP-21.

iv. Transit Asset Management Plans shall at minimum include capital asset inventories and condition assessments, and investment prioritization. SCRRA shall further report on the condition of its system and any change in condition since the last report and submit such reports into the FTA's National Transit Database (NTD). SCRRA shall submit to SCAG performance measures and targets adopted as part of such plans, and any other related documentation requested by SCAG.

e. Reports: Upon submittal to or approval by FTA, as applicable, SCRRA shall submit to SCAG, and to SANBAG upon request, copies of the following documents and reports which relate to the Section 5337 Program:

i. Approved Grant Applications, Budget Revisions and Amendments;

ii. Supplemental Agreements and Amendments;

iii. Quarterly Milestones/Progress Reports submitted into FTA's TEAM-Web system during the current FFY;

iv. Federal Financial Reports submitted into FTA's TEAM-Web system during the current FFY;

v. Disadvantaged Business Enterprise (DBE) reports and all other reports and documentation required by FTA;

vi. Final/Close-out Reports submitted to FTA; and

vii. Any other documents or reports requested by FTA or SCAG, including information which enables SCAG to track 5337 Program funding balances in UZAs for which it is the Designated Recipient.

f. Invoices: Upon approval of grant applications by FTA and commencement of approved projects under the Section 5337 Program, SCRRA shall submit invoices to FTA for reimbursement of incurred eligible and allowable costs. Costs shall comply with Section 5337 Program requirements, all applicable Federal cost principles and other related requirements, and shall serve as the only costs eligible for reimbursement by FTA. SCRRA shall draw-down grant funds via FTA's Electronic Clearing House Operation (ECHO-Web) System on a reimbursement basis upon approval by FTA of a Direct Recipient's invoice.

g. Supplemental Agreements: Direct Recipients that sub-allocate Section 5337 Program funds shall comply with FTA's requirement for a Supplemental Agreement to be pinned to the grant in the TEAM-Web system prior to grant execution.

4) Grant Certification Form: SCRRA, as a Direct Recipient, shall execute and submit to SANBAG, in advance of submitting a grant application for Section 5337 Program funds to FTA and no later than fifteen (15) days after receiving a Notice of Sub-allocations from SANBAG, a signed Grant Certification Form (Exhibit A) including a signed FFY 2013 FTA Certifications and Assurances (Attachment A-1). Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5337 Program funds, SCRRA, as a Direct Recipient, shall sign and submit a copy to SCAG of the applicable FTA Certifications and Assurances form, prior to applying for such funds. SCAG shall not allocate and SANBAG shall not sub-allocate, as applicable, any Section 5337 Program funds to a Direct Recipient who has not executed a Grant Certification Form and applicable FTA Certifications and Assurances form.

5) Opt-Out Option: In the event an eligible Direct Recipient, excluding a CTC who is a Direct Recipient, elects not to apply for Section 5337 Program funds and does not execute the Grant Certification Form described in paragraph 4 of this Section 2.2, the Direct Recipient may sign and return the Opt-Out Form (Attachment A-2). A Direct Recipient that elects to opt-out, as described herein, shall sign and return to SANBAG the required Opt-Out Form within thirty (30) days of receiving the Notice of Sub-Allocations from SANBAG. Upon receipt

by SANBAG of the Opt-Out Form signed by a Direct Recipient's duly authorized representative or upon the lapse of the thirty (30)-day notification period, SCAG and SANBAG shall initiate the process to sub-allocate the Section 5337 Program funds among other Direct Recipients that provide fixed guideway and/or high intensity motorbus service within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C. Section 5337, as applicable and as amended from time to time. In any event, this Agreement shall remain fully binding and enforceable among the signatory parties.

3. General Provisions

3.1. Term of Agreement:

This Agreement shall commence on the Effective Date of the Agreement and continue in full force unless a party withdraws from this Agreement or this Agreement is terminated in accordance with Section 3.7.

3.2. Drafting:

This Agreement has been prepared, reviewed and endorsed by the Parties.

3.3. Amendments:

This Agreement may be amended only by the execution by all parties of a written amendment.

3.4. Jurisdiction and Venue:

This Agreement shall be deemed an Agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. All parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in San Bernardino County, California.

3.5. Non-assignment:

No party may assign this Agreement, or any part thereof, without the written consent of each party to this Agreement.

3.6. Indemnity:

SCRRA agrees to indemnify, defend and hold harmless SANBAG and its officers, agents and employees from and against any and all claims, demands, costs, or liability arising from or connected with intentional or negligent acts, errors or omissions, any violations of law, or any violations of the terms and conditions of this Agreement (including non-compliance with the FTA Master Agreement and annual FTA Certifications and Assurances) attributable to performance of the responsibilities as set forth in this MOU by SCRRA or its officers, agents, employees, contractors and subcontractors, except to the extent caused by the negligence or willful misconduct of SANBAG.

3.7. Withdrawal and Termination:

1) Any party may withdraw from this Agreement upon thirty (30) days written notice to the other party, provided that the notice of withdrawal sets forth the effective date of withdrawal and the reason for withdrawal. Additionally, the notice of withdrawal shall provide that the parties meet during the period prior to the effective date of withdrawal to try to resolve any dispute, if applicable. In the event that the withdrawal is for cause, the withdrawal shall not be effective if the party cures the default in its performance within the thirty (30) day period.

2) SANBAG shall notify SCAG of the withdrawal from this Agreement of SCRRA and shall administer and sub-allocate Section 5337 Program funds to Direct Recipients providing FG and/or HIMB service, as applicable.

3) SANBAG may terminate this Agreement at any time, upon thirty (30) days written notice to SCRRA provided that the notice of termination sets forth the effective date of termination. Such termination clause may be invoked by SANBAG in the following circumstances including but not limited to: in the event that the Section 5337 Program is no longer funded by Congress and the fund balances have been exhausted, or in the event that SCAG is no longer the designated recipient of Section 5337 Program funds for a UZA or UZAs identified herein.

3.8. Disputes:
Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association.

3.9. Counterparts:
This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument.

3.10. Contact List:
The names and contact information for the grants administrator representing each party are identified in the Grants Administrator Contacts List, attached hereto and incorporated herein as Exhibit "B."

3.11. Notice:
Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the names and addresses attached hereto and incorporated herein as Exhibit "C."

3.12. Entire Agreement:
This Agreement contains the entire agreement and understanding of the Parties relating to the subject matter hereof, and the Parties have made no agreement or

representation relating to the subject matter hereof which are not set forth herein.

3.13. Effective Date:

This Agreement is effective on the date executed by SANBAG.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Southern California Regional Rail Authority

By: _____ Date: _____

Michael P. DePallo
Chief Executive Officer

Approved as to Form:

_____

Donald O. Del Rio
General Counsel

Date: _____

San Bernardino Associated Governments

By: _____ Date: _____

Raymond Wolfe
Executive Director

Approved as to Form:

_____ Date: _____

Eileen Monaghan Teichert
General Counsel

EXHIBIT A

GRANT CERTIFICATION FORM

Section 5337 State of Good Repair Grants Program (Section 5337 Program)

This Grant Certification Form is required to be signed by all Direct Recipients of Section 5337 Program Funds, pursuant to the Memorandum of Understanding among the Southern California Association of Governments (SCAG) and County Transportation Commissions for the Section 5337 State of Good Repair Grants Program.

1. Definition of "Direct Recipient:" For purposes of administering the Section 5337 Program, "Direct Recipient" shall mean an eligible public entity identified by the County Transportation Commission (CTC) serving the county in which such public entity is located, to receive a sub-allocation of Section 5337
Program funds and that may apply directly to the Federal Transit Administration (FTA) for a grant award to implement eligible capital projects, contingent on meeting federal requirements and requirements set forth herein.

2. Applications and Grant Management Process: Direct Recipients are responsible for applying directly to FTA for a grant award from the Section 5337 Program to implement eligible capital projects, contingent on meeting federal requirements and requirements set forth herein. Direct Recipients are further responsible for preparing, submitting and managing all of their grant applications in FTA's Transportation Electronic Award Management web-based (TEAM-Web) system.

3. Grant Requirements: The responsibilities of Direct Recipients include, but are not limited to, the following:

   a) FTA Master Agreement: Each Direct Recipient agrees to comply in the same capacity as the "Recipient" with applicable terms and conditions of the FTA Master Agreement, FTA MA (19) dated October 1, 2012 (www.fta.dot.gov/documents/19-Master.pdf) and any agreement which supersedes and replaces it.

   b) Annual FTA Certifications and Assurances: The Direct Recipient agrees to sign the Federal Fiscal Year (FFY) 2013 FTA Certifications and Assurances, attached hereto and incorporated herein as Attachment "A-1." Each Direct Recipient certifies in the same capacity as the "Applicant" that it shall comply with the applicable annual FTA Certifications and Assurances (published annually in the Federal Register). Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5337 Program funds, each Direct Recipient shall sign and submit a copy of such form to SCAG prior to applying for any of such funds.

   c) Documentation: Each Direct Recipient shall submit to SCAG any documentation reasonably requested by SCAG to assure the validity of all above-referenced FTA Certifications and Assurances.

   d) Transit Asset Management Plans: Each Direct Recipient shall agree to the following:

      i. It will develop a Transit Asset Management Plan that complies with:

         1. 49 U.S.C. Section 5326 et seq. and Section 5337(a)(4), as amended by MAP-21;
         2. Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. Section 5326(d), as amended by MAP-21;

3. Performance Measures and Targets required to be issued by 49 U.S.C. Section 5326(c)(1); and
4. Other applicable Federal laws and regulations;

ii. It will develop a Transit Asset Management Plan that is consistent with Federal guidance developed or to be developed to implement 49 USC Section 5326, as amended by MAP-21.

iii. It will provide progress and performance reports as required by 49 U.S.C. Section 5326(c)(3), as amended by MAP-21.

iv. Transit Asset Management Plans shall at minimum include capital asset inventories and condition assessments, and investment prioritization. Direct Recipients shall further report on the condition of their system and any change in condition since the last report and submit such reports into the FTA's National Transit Database (NTD). The Direct Recipient shall submit to SCAG performance measures and targets adopted as part of such plans, and any other related documentation requested by SCAG.

e) Reports: Upon submittal to or approval by FTA, as applicable, Direct Recipients shall submit to SCAG copies of the following documents and reports:

i. Approved Grant Applications, Budget Revisions and Amendments;
ii. Supplemental Agreements and Amendments;
iii. Quarterly Milestones/Progress Reports submitted into FTA's TEAM-Web system during the current FFY;
iv. Federal Financial Reports submitted into FTA's TEAM-Web system during the current FFY;
v. Disadvantaged Business Enterprise (DBE) reports and all other reports and documentation required by FTA;
vi. Final/Close-out Reports submitted to FTA; and
vii. Any other documents or reports requested by FTA or SCAG, including information which enables SCAG to track 5337 Program funding balances in UZAs for which it is the Designated Recipient.

f) Invoices: Upon approval of grant applications by FTA and commencement of approved projects under the Section 5337 Program, Direct Recipients shall submit invoices to FTA for reimbursement of incurred eligible and allowable costs. Costs shall comply with all Section 5337 Program requirements, applicable Federal cost principles and other related requirements and shall serve as the only costs eligible for reimbursement by FTA. Direct Recipients shall draw-down grant funds via FTA's Electronic Clearing House Operation (ECHO-Web) System on a reimbursement basis upon approval by FTA of a Direct Recipient's invoice.

g) Supplemental Agreements: Direct Recipients that sub-allocate Section 5337 Program funds shall comply with FTA's requirement for a Supplemental Agreement to be pinned to the grant in TEAM-Web system prior to grant execution.

4. Sub-allocations Process: The Direct Recipient hereby understands and agrees that it shall execute and submit to SCAG, in advance of submitting a grant application for Section 5337 Program funds to FTA and no later than fifteen (15) days after receiving a Notice of Sub-allocations from the CTC serving the county in which the Direct Recipient is located, this Grant Certification Form and the FFY 2013 FTA Certifications and Assurances, signed by the duly authorized representative of the Direct Recipient. Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5337 Program funds, each Direct Recipient shall sign and submit a copy to SCAG of the applicable FTA Certifications and Assurances form, prior to applying for such funds. SCAG shall not allocate and the CTCs shall not sub-allocate, as applicable, any Section 5337 Program

funds to a Direct Recipient who has not executed a Grant Certification Form and applicable FTA Certifications and Assurances form.

5. Opt-Out Option: In the event an eligible Direct Recipient, excluding a CTC who is a Direct Recipient, elects not to apply for Section 5337 Program funds and does not execute the Grant Certification Form, the Direct Recipient may elect to sign and return the attached Opt-Out Form, attached hereto and incorporated herein as Attachment "A-2." A Direct Recipient that elects to opt-out, as described herein, shall sign and return to SCAG's Grants Administrator the attached Opt-Out Form within thirty (30) days of receiving the Notice of Sub-Allocations from the CTC serving the county in which the Direct Recipient is located. Upon receipt by SCAG of the Opt-Out Form signed by a Direct Recipient's duly authorized representative or upon the lapse of the 30-day notification period, SCAG and the respective CTC shall initiate the process to sub-allocate the Section 5337 Program funds among other Direct Recipients that provide fixed guideway and/or high intensity motorbus service within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C. Section 5337, as applicable and as amended from time to time.

6. Indemnity: The Direct Recipient agrees to indemnify, defend and hold harmless SCAG and its respective officers, agents and employees from and against any and all claims, demands, costs, or liability arising from or connected with intentional or negligent acts, errors or omissions, any violations of law, or any violations of the terms and conditions of this Certification Form (including non-compliance with the FTA Master Agreement and annual FTA Certifications and Assurances) attributable to performance of the responsibilities as set forth herein by the Direct Recipient or its officers, agents, employees, contractors and subcontractors, except to the extent caused by the negligence or willful misconduct of SCAG.

BY SIGNING BELOW, on behalf of the Direct Recipient, I declare under penalty of perjury that the Direct Recipient has duly authorized me to sign this Grant Certification Form, and bind the recipient's compliance. Thus, the Direct Recipient agrees to comply with all requirements set forth herein.

Signature of Authorized Representative

_____ _____
Name Date

_____
Name of Direct Recipient

_____
Address

Return Form To:
Alfonso Hernandez, SCAG Grants Administrator
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
hernande@scag.ca.gov

ATTACHMENT A-1

FEDERAL FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSITADMINISTRATION ASSISTANCE PROGRAMS

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

Group	Description	
1.	Required Certifications and Assurances for Each Applicant.	_____
2.	Lobbying.	_____
3.	Private Sector Protections.	_____
4.	Procurement and Procurement System.	_____
5.	Rolling Stock Reviews and Bus Testing.	_____
6.	Demand Responsive Service.	_____
7.	Intelligent Transportation Systems.	_____
8.	Interest and Finance Costs and Leasing Costs.	_____
9.	Transit Asset Management and Agency Safety Plans.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	_____
12.	State of Good Repair Program.	_____
13.	Bus/Bus Facilities Programs.	_____
14.	Urbanized Area Formula Programs and Job Access and Reverse Commute (JARC) Program.	_____
15.	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.	_____
16.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
17.	Public Transportation on Indian Reservations and "Tribal Transit Programs."	_____
18.	Low or No Emission/Clean Fuels Grant Programs.	_____
19.	Paul S Sarbanes Transit in Parks Program.	_____
20.	State Safety Oversight Program.	_____
21.	Public Transportation Emergency Relief Program.	_____
22.	Expedited Project Delivery Pilot Program.	_____
23.	Infrastructure Finance Programs.	_____

FEDERAL FISCAL YEAR 2013 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these Certifications and Assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its authorized representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2013, irrespective of whether the individual that acted on its Applicant's behalf continues to represent the Applicant.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply, as provided, to each Project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2013.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: _____ Date: _____

Full Name: _____

Authorized Representative of Applicant: _____

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature: _____ Date: _____

Full Name: _____

Attorney for Applicant: _____

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

ATTACHMENT A-2

Opt-Out Form

Name of Eligible Direct Recipient (Public Entity):

_____

The Public Entity named above hereby elects not to sign the Grant Certification Form required under the Memorandum of Understanding among the Southern California Association of Governments (SCAG) and County Transportation Commissions (CTCs) for the Section 5337 State of Good Repair Grants Program.

The Public Entity understands and agrees that SCAG shall not be obligated to allocate and that the County Transportation Commission (CTC), serving the county in which the Public Entity is located, shall not be obligated to sub-allocate Section 5337 Program funds to any entity which elects not to sign the Grant Certification Form. Such Public Entity that elects to Opt-Out shall sign and return this Opt-Out Form to SCAG's Grants Administrator within thirty (30) days of receiving notification from the respective CTC of the Direct Recipients' sub-allocation amount(s) ("Notice of "Sub-allocations").

The Public Entity agrees and understands that SCAG will initiate, upon receipt of this Opt-Out Form signed by the duly authorized representative of the Public Entity or upon the lapse of the 30-day notification period set forth above (whichever occurs first), the process to sub-allocate the Section 5337 Program funds among other Direct Recipients that provide fixed guideway and/or high intensity motorbus service within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C.Section 5337, as applicable and as amended from time to time.

_____

Signature of Authorized Representative Date

_____

Name

_____

Name of Public Entity

_____

Address

Any Eligible Direct Recipient that elects to opt-out of receiving 5337 Program Funds shall sign and return this Opt-Out Form to SCAG's Grants Administrator at the following address within thirty (30) days of receiving the Notice of Sub-allocations:

Alfonso Hernandez, SCAG Grants Administrator
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
hernande@scag.ca.gov

Exhibit B

Grants Administrator Contacts List

The Southern California Association of Governments
Full Name: Alfonso Hernandez
Title/Dept: Senior Budget and Grants Analyst, Finance
Agency: Southern California Association of Governments (SCAG)
Mailing Street Address: 818 W. 7th Street, 12th Floor
City, State and Zip Code: Los Angeles, CA 90017
Phone: 213-236-1897
Email: hernande@scag.ca.gov

San Bernardino Associated Governments
Full Name: Vanessa Jezik
Title/Dept: Transportation Analyst
Agency: San Bernardino Associated Governments
Mailing Street Address: 1170 W. 3rd Street, 2nd Floor
City, State and Zip Code: San Bernardino, CA 92410-1715
Phone: 909-884-8276
Email: vjezik@sanbag.ca.gov

Southern California Regional Rail Authority
Full Name:
Title/Dept:
Mailing Street Address:
City, State and Zip Code:
Phone:
Email:

Exhibit C

Notices

Mr. Hasan Ikhrata
Executive Director
Southern California Association of Governments
818 West 7th Street, 12th Floor
Los Angeles, CA 90017-3435

Mr. Raymond Wolfe
Executive Director
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Michael P. DePallo
Chief Executive Officer
Southern California Regional Rail Authority
P.O. Box 531776
Los Angeles, CA 90053-1776

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 9

Date: October 17, 2013

Subject: Amendments to the Expenditure Plans for the Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account

Recommendation:* That the Committee recommend that the Board, acting as the San Bernardino County Transportation Commission:

1. Approve the amendment to the Expenditure Plan for Omnitrans for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment A.
2. Approve the amendment to the Expenditure Plan for Barstow Area Transit for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment B.
3. Approve the amendment to the Expenditure Plan for Needles Area Transit for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment B.

*

Approved
Commuter Rail and Transit Committee

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

CRTC1310c-vj
http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1310/AgendaItems/CRTC1310c1-vj.xls
http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1310/AgendaItems/CRTC1310c2-vj.xls
http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1310/AgendaItems/CRTC1310c3-vj.xlsx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/RESOLUTION%20NO.%2014-005.docx

4. Approve the amendment to the Expenditure Plan for San Bernardino Associated Governments for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment C.
5. Approve the amendment to the Expenditure Plan for Victor Valley Transit Authority for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment D.
6. Repeal Resolution No. 13-082 designating an authorized agent and authorizing the execution of the certifications and assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account Bond Program.
7. Adopt Resolution No. 14-005 designating an authorized agent and authorizing the execution of the certifications and assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account Bond Program.

Background: On February 3, 2010, the SANBAG Board approved an allocation to the transit operators from the Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) in the amount of $70,286,423. The allocations provided capital funds to SANBAG and all of the transit operators throughout the county which includes Barstow Area Transit (BAT), Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (MARTA), Needles Area Transit (NAT), Omnitrans, Southern California Regional Rail Authority (SCRRA) and Victor Valley Transit Authority (VVTA).

AB 1072 and PTMISEA Guidelines require that operators submit to Caltrans a PTMISEA Program Expenditure Plan which contains a list of all projects the operator intends to fund with its share of PTMISEA for the life of the bond, including the amount for each project and the year in which the funds will be requested. An amendment to the Expenditure Plan reallocates any unspent dollars to the projects that the operators currently need; it does not increase or decrease the amount of the original allocation approved in February 2010. Approval of this item will amend the current Expenditure Plans for Omnitrans, BAT, NAT, SANBAG, and VVTA.

In summary the changes consist of:

- Omnitrans – consolidating their allocation into two years and allocating $3,400,000 to the San Bernardino Transit Center supplanting other federal funds they had already identified for that project.

- BAT – increasing the allocation on a bus stop reconstruction project and decreasing the allocation for replacement vehicles and the design of the BAT Central Transfer Station.
- NAT – removing City of Needles yard improvements, which will be funded with State Transit Assistance Funds, and consolidating their remaining allocation on the El Garces Intermodal Transit Center.
- SANBAG – increasing the allocation on the Downtown San Bernardino Project from $5,000,000 to $6,419,000, adding an allocation for double tracking projects for $2,000,000, and decreasing the Redlands Passenger Rail Project (RPRP) by the same amount $3,419,000.
- VVTA – modified the distribution of funds throughout fiscal years; there are no major changes to the projects included in the expenditure plan.

Resolution No. 13-082, approved by the Board on April 11, 2013, references specific projects and funding amounts in addition to designating an authorized agent and authorizing the execution of the certifications and assurances for the PTMISEA Bond Program. Staff is recommending repealing Resolution No. 13-082 in order to adopt Resolution No. 14-005, which references the most recent board-approved PTMISEA Program Expenditure for SANBAG which allows the Resolution to remain applicable even if the SANBAG Board approves changes to the expenditure plan. In doing so, the step of adopting a new resolution to correspond with future PTMISEA Program Expenditure Plan revisions will be eliminated.

Financial Impact: This item has no impact upon the SANBAG Budget as there are sufficient PTMISEA funds included in the Fiscal Year 2013/2014 budget to cover the expected expenditures related to the DSBPRP. Any budget adjustment necessary for the SBTC will be addressed when the contract with Omnitrans is presented for approval. Lastly, the remaining agency funds do not flow through the SANBAG budget but are allocated directly to the transit operators.

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

Responsible Staff: Vanessa Jezik, Transportation Programming Analyst

CRTC1310c-vj

ATTACHMENT A

Caltrans

Effective: 10/09

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

Sponsor Agency: Omnitrans
City/County: San Bernardino/San Bernardino
Sponsor Contact: Maurice Mansion
Email: Maurice.Mansion@omnitrans.org
Phone: (909) 379-7169
Total PTMISEA Appropriation: $29,830,838.061.00

Project Name	Project Description	PTMISEA Funds by FY: Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Total	Other Fund Sources: Federal	State	Local	Total Estimated Project Cost
Operator Allocation	GC 8879.55(a)(3)																	
1. Revenue Vehicles					$5,655,668									$5,655,668				$5,655,668
Population Allocation	GC 8879.55(a)(2) - Funds from SANBAG																	
1. Revenue Vehicles	Revenue Vehicles				$7,084,181	$7,084,181								$14,168,362	$57,520,000			$71,688,362
2. Support Vehicles	Support Vehicles				$443,500	$443,500								$887,000	$3,748,000	$100,000		$4,735,000
3. Management Information System	Management Information System				$2,011,535	$2,011,535								$4,023,070	$16,315,474			$20,338,544
4. Facility Infrastructure	Facility Infrastructure				$1,123,121	$1,123,121								$2,246,242	$9,442,666			$11,688,908
5. Transit Enhancements	Transit Enhancements				$300,000									$300,000	$1,400,000			$1,700,000
6. Stops & Zones	Stops & Zones				$157,722									$157,722	$715,200	$21,078		$894,000
7. San Bernardino Transit Center	San Bernardino Transit Center				$3,400,000									$3,400,000	$13,854,000	$4,917,254	$1,288,197	$23,457,451
Totals:		$0	$0	$0	$20,076,228	$10,662,337	$0	$0	$0	$0	$0	$0	$0	$30,738,565	$102,993,340	$5,038,332	$1,288,197	$140,158,434

Total Number of Projects: 8

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

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

Sponsor Agency Signature : _____ Date: _____

Caltrans Signature : _____ Date: _____

CRTC1309e1-vj
ATTACHMENT A

ATTACHMENT B

Caltrans
Effective: 10/09

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

Sponsor Agency: San Bernardino Associated Governments
City/County: San Bernardino/San Bernardino
Sponsor Contact: Mitch Aldreman
Email: malderman@sanbag.ca.gov
Phone: (909) 884-8276
Total PTMISEA Appropriation: 2232701[illegible]369014[illegible] (This is the total amount of PTMISEA funding that was listed in the October 30, 2009 letter from the California State Controller, John Chiang.)

Project Name	Project Description	PTMISEA Funds by FY Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Other Fund Sources Federal	State	Local	Total Estimated Project Cost
Population Allocation	GC 8879.55(a)(2) - Funds from SANBAG														
A. City of Barstow	Barstow Area Transit														
1. Bus Stop Replacement	Bus Stop Reconstruction (20 Total Locations) - Rimrock Road (11 locations), Montara Road (2 locations), Armory Road (4 locations), Windy Pass Street (2 locations), Broadway Avenue (1 location). Funding reprogrammed from previously allocated funding for vehicle replacements ($1,754,266) and Central Transfer Station design ($193,011).					$637,914	$ 1,309,363				$1,947,277				$1,947,277
2. Central Transfer Station	The design of Barstow Area Transit Central Transfer Station.					$125,946					$125,946				$125,946
3. Vehicle Replacement	1 replacment vehicles for Barstow Area Transit.						$159,479				$159,479				$159,479
											$0				$0
											$0				$0
B. City of Needles	Needles Area Transit										$0				$0
1. Vehicle Replacement	1 Replacement vehicle for Needles Area Transit							$84,507			$84,507				$84,507
2. Vehicle Replacement	1 Replacement vehicle for Needles Area Transit								$84,507		$84,507				$84,507
3. Facility Rehabilitation	El Garces Intermodal Transit Center			$200,000							$200,000				$200,000
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0

Total Number of Projects: 6

	PTMISEA Funds by FY Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Other Fund Sources Federal	State	Local	Total Estimated Project Cost
Totals:	$0	$0	$200,000	$0	$783,860	$1,468,842	$84,507	$84,507	$0	$2,601,716	$0	$0	$0	$2,601,716

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

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

Sponsor Agency Signature : ______________________ Date: ______________

Caltrans Signature : ______________________ Date: ______________

ATTACHMENT C

Caltrans

Effective: 10/09

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

Sponsor Agency: Southern California Regional Rail Authority
City/County: Los Angeles/San Bernardino
Sponsor Contact: Joanna Capelle
Email: capellej@scrra.net
Phone: 213 247-6049
Total PTMISEA Appropriation: $7,991,289 - $281,428,759 (This is the total amount of PTMISEA funding that was listed in the October 30, 2009 letter from the California State Controller, John Chiang.)

		PTMISEA Funds by FY										Other Fund Sources			Total Estimated Project Cost
Project Name	Project Description	Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	
Operator Allocation	GC 8879.55(a)(3)														
1. Positive Train Control (PTC)	PTC is a predictive collision avoidance technology designed to stop a train before a train movement that may result in an accident can occur. The Rail Safety Improvement Act of 2008 mandates the installation of PTC on passenger rail systems by 12/31/2015.	$3,309,525	$874,339	$608,100	$608,100	$589,302					$5,989,366	$73,614,650	$81,621,734	$25,605,587	$186,831,337
2. Safety Retrofits on Rail Cars	Push back couplers, frangible tables and re-seating	$500,000		$144,000	$144,000	$144,000					$932,000				$932,000
3. SB Line Sealed Corridor - SB County	Installation of fencing, barriers and other Safety Improvements			$1,843,644	$1,843,643						$3,687,287				$3,687,287
Population Allocation	GC 8879.55(a)(2) - Funds from SANBAG										$0				$0
1. Positive Train Control (PTC)	(see above)					$18,798					$18,798				$18,798
2. Safety Retrofits on Rail Cars	(see above)						$458,073	$458,073	$458,073	$458,073	$1,832,292				$1,832,292
4. SB Line Extension	Extends SB Line to San Bernardino Transit Station (Rialto & E)			$1,000,000	$5,419,844						$6,419,844	$5,000,000		$30,000,000	$41,419,844
5. Redlands Line Construction	Reconstruct 9 miles, grade crossings, signal system & 8 stations						$2,580,156	$5,250,000	$3,541,785		$11,371,941	$110,000,000		$105,000,000	$226,371,941
6. Redlands Rail Equipment	Acquire Redlands Rail vehicles						$5,000,000				$5,000,000	$2,500,000	$6,000,000	$16,500,000	$30,000,000
9. Rialto Metrolink Parking	Acquire property and construct additional surface parking			$1,500,000							$1,500,000	$3,200,000		$800,000	$5,500,000
5. Redlands Line Construction	Contribute to joint-use (Metrolink) parking structure near Upland station										$0	$5,000,000		$3,300,000	$8,300,000
Double Tracking Projects	Lilac to Rancho, 3 miles & 9 x-ings; Central to Archibald, 5.5 miles & 12 x-ings				$2,000,000						$2,000,000				$2,000,000
											$0				$0
											$0				$0
											$0				$0
											$0				$0

		PTMISEA Funds by FY										Other Fund Sources			Total Estimated Project Cost
Total Number of Projects:		Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	
[illegible]	Totals:	$3,809,525	$874,339	$3,703,744	$8,015,587	$752,100	$8,038,229	$5,708,073	$3,999,858	$458,073	$35,375,528	$186,614,650	$87,621,734	$161,205,587	$535,837,499

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

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

Sponsor Agency Signature : _____ Date: _____

Caltrans Signature : _____ Date: _____

CRTC1310c3-vj
SANBAG

ATTACHMENT D

Caltrans

Effective: 10/09

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

Sponsor Agency: Victor Valley Transit Authority
City/County: Hesperia/San Beranrdino
Sponsor Contact: Kevin Kane
Email: kkane@vvta.org
Phone: (760) 948-4330
Total PTMISEA Appropriation: 82227[illegible]10076421 (This is the total amount of PTMISEA funding that was listed in the October 30, 2009 letter from the California State Controller, John Chiang.)

		PTMISEA Funds by FY										Other Fund Sources			Total
Project Name	Project Description	Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	Estimated
Operator Allocation	**GC 8879.55(a)(3)**														
3 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses (CMAQ match)				$63,659						$63,659	$491,342			$555,001
2 Fixed Route rplc buses	Purchase fixed route replacement buses (CMAQ match)				$110,615						$110,615	$853,773			$964,388
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements				$144,915						$144,915	$25,085			$170,000
1 rplc service truck	Purchase replacement service truck				$35,000						$35,000				$35,000
Path of travel bus stop imprv.	Path of travel bus stop improvements (Article 3 match)				$28,189						$28,189			$92,166	$120,355
ITS hardware/software	ADA paratransit and fixed route communications and data resources					$190,556		$249,337			$439,893				$439,893
Population Allocation	**GC 8879.55(a)(2)**														
3 fixed route expansion buses	Purchase fixed route expansion buses				$1,800,000						$1,800,000				$1,800,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements					$125,000					$125,000	$50,170			$175,170
2 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses					$190,000					$190,000				$190,000
ITS hardware/software	resources					$385,918					$385,918				$385,918
8 Premium ParaT. Rplc buses	Purchase replacement buses					$1,205,000					$1,205,000				$1,205,000
2 Service vehicles rplc	Purchase replacement service vehicles					$105,000					$105,000				$105,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements						$115,000				$115,000				$115,000
4 County Rplc buses	Purchase replacement buses Class H (2), Class E (1)						$970,000				$970,000				$970,000
8 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses							$680,000			$680,000				$680,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements							$125,000			$125,000				$125,000
9 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses								$760,000		$760,000				$760,000
2 Service vehicles rplc	Purchase replacement service vehicles								$75,000		$75,000				$75,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements								$100,000		$100,000				$100,000
2 Service vehicles rplc	Purchase replacement service vehicles									$80,000	$80,000				$80,000
5 fixed route rplc buses	Purchase fixed route replacement buses									$2,810,503	$2,810,503				$2,810,503
5 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses									$450,000	$450,000				$450,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements									$100,000	$100,000				$100,000
											$0				$0
		PTMISEA Funds by FY										Other Fund Sources			Total
		Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	Estimated
Total Number of Projects: 23	Totals:	$0	$0	$0	$2,182,878	$2,201,474	$1,085,000	$1,054,837	$935,000	$3,440,503	$10,898,692	$1,420,370	$0	$92,166	$12,411,228

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

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

Sponsor Agency Signature : _____ Date: _____

Caltrans Signature : _____ Date: _____

CRTC1310c3-vj
VVTA

RESOLUTION NO. 14-005

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

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

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

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

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

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

WHEREAS, SANBAG is programming PTMISEA funds in accordance with the most recent board-approved PTMISEA Program Expenditure Plan for SANBAG.

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

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

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

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

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

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

_____
W.E. Jahn, Chair

ATTEST:

_____
Vicki Watson,
Clerk of the Commission

SANBAG Acronym List

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

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

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

San Bernardino Associated Governments

Governments
SANBAG
Working Together

MISSION STATEMENT

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

- Improve cooperative regional planning

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

- Strengthen economic development efforts

- Exert leadership in creative problem solving

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

Approved June 2, 1993
Reaffirmed March 6, 1996