

INTERAGENCY FIXED ROUTE TRANSFER AGREEMENT

THIS AGREEMENT DATED AS OF NOVEMBER 1, 1992 IS BETWEEN OMNITRANS AND THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA or METROLINK).

WHEREAS:

A. OMNITRANS and SCRRA both provide public transportation services operating to, within, or through San Bernardino, Los Angeles, and Riverside Counties.

B. OMNITRANS provides fixed route services operating from east of Montclair and south to Colton in the San Bernardino region.

C. In the absence of an Interagency Fixed Route Transfer Agreement, passengers originating on OMNITRANS' fixed route system and desiring to transfer to SCRRA'S services must pay a second originating fare on SCRRA'S services.

D. In the absence of an Interagency Fixed Route Transfer Agreement, passengers originating on SCRRA's system and desiring to transfer to OMNITRANS' fixed route services must pay a second originating fare on OMNITRANS' fixed route services.

E. The parties desire to enter into this Agreement to facilitate transfers between the parties' systems and thereby provide greater convenience and mobility for public transportation users.

F. OMNITRANS and SCRRA both desire to provide a fully coordinated public transit service for the benefit of the public, in compliance with Public Utilities Code Section 130262.

G. SCRRA collects a fee with the sale of each METROLINK ticket that is intended to help offset some of the costs of operators' services to transferring passengers.

NOW, THEREFORE, in consideration of their mutual obligations set forth herein, the Parties agree as follows:

1. OMNITRANS shall supply a valid (i.e., with the date and time indicated) transfer document to passengers on their fixed route system who desire to transfer to the SCRRA system.

2. Commencing as of the date of this Agreement, SCRRA will accept valid transfer documents as having a value equal to \$1.00 toward the applicable SCRRA fare.

3. Subject to paragraph 4 of this Agreement and commencing as of the date of this Agreement, OMNITRANS will accept valid SCRRRA fare media as transfers having a value equal to OMNITRANS fixed route base fare.

4. OMNITRANS shall honor valid METROLINK fare media for a single local boarding within the OMNITRANS base zone, during the period from one hour before to one hour after METROLINK's service hours, in the same direction of travel, on the lines identified in Exhibit A, under the following conditions:

- a. One-way tickets valid for the date of travel will be honored on boardings from METROLINK stations.
- b. Round-trip tickets valid for the date of travel will be honored on boardings to and from METROLINK stations.
- c. Ten-trip tickets will be honored on boardings to and from METROLINK stations if already validated on the day of travel.
- d. Monthly passes will be honored on boardings to and from METROLINK stations.

5. OMNITRANS shall be reimbursed as provided herein at the rate of one OMNITRANS fixed route base fare plus one transfer charge per two boardings for which no fare was collected.

6. For purposes of counting transferring passengers, the number of passengers transferring to OMNITRANS from METROLINK or to METROLINK from OMNITRANS shall be defined as the number of transferring passengers from whom no fares were collected by OMNITRANS.

7. OMNITRANS shall estimate the number of passengers transferring between the OMNITRANS fixed route system and METROLINK service using 100 percent ridership counts conducted by OMNITRANS.

8. OMNITRANS shall submit quarterly invoices to the SCRRRA for reimbursement for transfers. Invoices shall specify the number of transfers to METROLINK, the number of transfers from METROLINK, and the agreed reimbursement rate specified in paragraph 5 above. Invoices shall be submitted to:

Accounts Payable
Southern California Regional Rail Authority
818 West Seventh Street, 11th floor
Los Angeles, CA 90017.

9. Complete and accurate invoices submitted by the 30th day following the end of the calendar quarter shall be paid within 30 days of receipt of the invoice.

10. Disagreements concerning the number of passengers transferring between METROLINK and OMNITRANS fixed route services shall be resolved by making a good faith effort to create a joint survey team, to include representatives of both METROLINK and OMNITRANS, whose task would be to conduct a passenger survey to determine transfer rates.

11. To facilitate effective operations and communications, the results of the transfer program will be reviewed quarterly by METROLINK and OMNITRANS during the first year of this Agreement.

12. Each party shall cooperate in the dissemination of information to the public regarding the transfer document and the services offered by the other party.

13. Each party shall notify the other in advance of implementing plans for changes in its operations and/or services which may affect the other party's operations and/or services.

14. Each party shall notify the other within thirty (30) days of adopting any fare changes that might affect reimbursement rates or any aspect of transfer privileges.

15. (a) OMNITRANS agrees to indemnify and hold SCRRA harmless from and against all losses, damages, actions and expenses (including attorneys' fees) on account of bodily injury to or death of any person or damage to or loss of use of property incident to or arising from operations of OMNITRANS under the terms of this Agreement.

15. (b) SCRRA agrees to indemnify and hold OMNITRANS harmless from and against all losses, damages, actions and expenses (including attorney's fees) on account of bodily injury to or death of any person or damage to or loss of use of property incident to or arising from operations of SCRRA under the terms of this Agreement.

16. Each party reserves the right to cancel this Agreement upon 30 days prior written notice to the other party.

17. Notices hereunder shall be sent to the parties as follows:

TO OMNITRANS:

Omnitrans
1700 West 5th Street
San Bernardino, CA 92411

Attention: Daniel Brogan
Director of Planning

TO SCRRA:

Southern California Regional Rail Authority
818 West Seventh Street, 7th floor
Los Angeles, CA 90017

Attention: Annette Colfax
Director of Passenger Facilities

18. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and this Agreement, including, without limitation, Exhibit A, may only be amended by mutual written consent of the parties.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective officers.

DATE: DECEMBER 2, 1992
(OMNITRANS)

DATE: 2/5/93
(SCRRA)

OMNITRANS

SOUTHERN CALIFORNIA REGIONAL RAIL
AUTHORITY

By: 
(NAME)

By: 
RICHARD STANGER

CHARLES BUQUET, CHAIRMAN
OF THE OMNITRANS BOARD
(TITLE)

Executive Director
(TITLE)

APPROVED AS TO FORM:

APPROVED AS TO FORM:
DEWITT W. CLINTON,
COUNTY COUNSEL


General Counsel

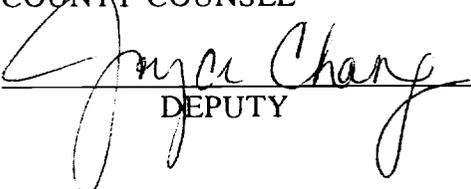

DEPUTY

EXHIBIT A

OMNITRANS lines which will accept valid METROLINK fares for a single local boarding are listed below. Any line not listed below shall not accept any METROLINK fare for a single local boarding.

<u>Station</u>	<u>Route/Line Numbers</u>
San Bernardino	1, 16, 26, 9 (July 1993)
Rialto	9, 26
Fontana	14, 20, 21, 23, 73, 74 (Jan 94)
Rancho Cucamonga	61
Upland	62
Montclair	14, 60, 62, 65, 110, 496, 64 (April 1993)
Ontario	61, 62, 64, 65, 70, 71 NOTE: SCR TD 484 (per cooperative agreement with Omnitrans)