

**AGREEMENT FOR TEMPORARY USE OF SBTAM
LIABILITY WAIVER
Effective June 24, 2020 until Further Notice**

A new version of San Bernardino Transportation Analysis Model (“SBTAM”) is now available. The cost of SBTAM files consistent with recent VMT analysis for both 2016 and 2040 is complimentary for agencies that previously paid a user agreement fee for SBTAM. The original rate of \$500 will apply for those who had not previously paid for and signed the agreement but wish to request one at this time. Regardless of original purchase date, the right to use these files is temporary while SBCTA staff works to update SBTAM’s fees and terms of use from those last adopted in 2012. Due to the recent escalation in cost of maintaining SBTAM in accordance with SB743 requirements, SBCTA will be converting SBTAM access from a one-time fee with complimentary updates to an annual subscription with specific terms yet to be determined.

All agencies wishing to obtain permission to use the latest version of SBTAM must sign this agreement acknowledging temporary use of the model until SBCTA provides notice of termination of this agreement. Please note that the SBTAM version provided herein is not yet consistent with the recently adopted 2020 Regional Transportation Plan/Sustainable Communities Strategy for year 2045 within San Bernardino County and is not yet consistent with 2016 and 2045 outside San Bernardino County. Access to a 2020 RTP/SCS consistent version is not included under this temporary use agreement. However, the SBTAM version covered under this agreement is consistent with the work conducted under the San Bernardino Countywide VMT Implementation Study.

Requesting Agency agrees to the following:

1. Requesting agency agrees to pay the model data fee, if such fee is required, to SBCTA as a condition of receipt of the model data. SBCTA will not release the requested data until payment has been received.
2. Requesting agency is responsible for reviewing model data and for proper application of model results. The agency agrees to bear the cost of updating SBTAM for its own purposes. While SBCTA endeavors to maintain current and accurate growth forecast and transportation data, requesting agency is ultimately responsible for ensuring the validity of the data and proper application of SBTAM. ***SBCTA makes no representations or warranties as to SBTAM’s fitness for any users.***
3. Requesting agency shall not distribute SBTAM modeling files (excluding output files) to other parties.
4. Requesting agency shall perform modeling runs in coordination with appropriate member jurisdiction staff.
5. Requesting agency will communicate to SBCTA at the completion of the modeling portion of its project, or at intermediate points as appropriate, any corrections or enhancements to the model network, socio-economic data, or other factors and data that will contribute to the improvement of SBTAM. SBCTA will review the proposed corrections or enhancements and make a determination whether those changes should be incorporated into the master files. SBCTA will notify agencies on SBCTA’s modeling contact list when updated versions of SBTAM files are available and what the revisions entail.

6. Requesting agency shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use the modeling information for purposes not consistent with the terms of this Agreement, without the prior written permission of SBCTA.
7. SBCTA shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done under, or in connection with this Agreement. Requesting agency agrees to defend, indemnify and hold harmless SBCTA, its officers and employees, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses including attorney's fees ("Liabilities") arising out of or in any way connected with anything done or omitted to be done in connection with the Agreement or with the SBTAM, except for those Liabilities arising out of the sole negligence or willful misconduct of SBCTA.
8. Failure to use SBTAM modeling data consistent with the Agreement may result in denial of permission to the agency for use of SBTAM data for other projects.

Signature of Requesting Agency/Consultant Representative

Date

Print Name