

PROJECT FUNDING AGREEMENT NO. 20-1002326

FOR

CREST FOREST DRIVE/LAKE DRIVE PLANNING STUDY

(COUNTY OF SAN BERNARDINO)

THIS Project Funding Agreement (“Agreement”) is made and entered into this _____, 2020, by and between the County of San Bernardino (“COUNTY”) and the San Bernardino County Transportation Authority (“SBCTA”). SBCTA and COUNTY are each a “Party” and collectively “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Mountains Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Mountains Subarea Project Development/Traffic Management Systems Program (“PD/TMS”) funds; and
- B. The Crest Forest Drive/Lake Drive Planning Study (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. The COUNTY has identified a need of \$100,000 to complete the PROJECT; and
- D. The Mountains Subarea transportation planning partners have identified this PROJECT as eligible for partial funding in an amount up to \$100,000 from Measure I 2010-2040 PD/TMS funds for the PROJECT; and
- E. PROJECT WORK is defined as all phases of the PROJECT; and
- F. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan; and
- G. COUNTY desires to proceed with the PROJECT WORK in a timely manner; and
- H. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT WORK; and
- I. SBCTA and COUNTY are entering into this Agreement with the understanding that SBCTA will reimburse COUNTY for eligible PROJECT WORK expenditures with PD/TMS funds.

NOW, THEREFORE, SBCTA and COUNTY agree to the following:

SECTION I

SBCTA AGREES:

1. To reimburse COUNTY for the actual cost of the PROJECT WORK up to a maximum of \$100,000 in PD/TMS funds. An estimate of costs for the PROJECT WORK is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for the PROJECT WORK exceeding this amount unless an amendment to this Agreement is approved by the Parties.
2. To reimburse COUNTY within thirty (30) days after COUNTY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by COUNTY up to a maximum of \$100,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of COUNTY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SBCTA when planning and conducting additional audits.
4. SBCTA shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

COUNTY AGREES:

1. To be the lead agency for PROJECT WORK and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT WORK as shown in Attachment A.
2. To be responsible for expending that portion of allocated PD/TMS funds on eligible PROJECT WORK expenses for an amount not to exceed \$100,000 in PD/TMS funds unless this Agreement is amended in writing to approve increasing PROJECT WORK costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT WORK by COUNTY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines.
3. To abide by all applicable SBCTA, COUNTY, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT WORK.

4. To prepare and submit to SBCTA an original and two copies of signed invoices for reimbursement of eligible PROJECT WORK expenses. Invoices may be submitted to SBCTA as frequently as monthly.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SBCTA or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SBCTA during normal business hours at COUNTY. Copies will be made and furnished by COUNTY upon written request by SBCTA.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support COUNTY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT WORK elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by COUNTY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT WORK costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to SBCTA and must state that these PROJECT WORK funds were used in conformance with this Agreement and for those PROJECT WORK-specific work activities described.
8. To cooperate in having a PROJECT-specific audit completed by SBCTA, at SBCTA's option and expense, upon completion of the PROJECT WORK. The audit must state that all funds expended on the PROJECT WORK were used in conformance with this Agreement.
9. To repay to SBCTA any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of COUNTY receiving notice of audit findings, which time shall include an opportunity for COUNTY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and COUNTY fail to reimburse moneys due SBCTA within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, SBCTA reserves the right to withhold future payments due COUNTY from any source under SBCTA's control.
10. To include SBCTA in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT WORK progress, to

provide at least quarterly schedule updates to SBCTA, and to consult with SBCTA on critical issues relative to the PROJECT WORK.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT WORK, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
2. The final PROJECT WORK cost may ultimately exceed current estimates of PROJECT WORK cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT WORK cost shall be borne by COUNTY unless prior authorization has been approved by the SBCTA Board of Directors pursuant to Section III, Paragraph 3 of this Agreement.
3. In the event COUNTY determines PROJECT WORK costs may exceed the not-to-exceed amount identified in Section I, Paragraph 1, COUNTY shall inform SBCTA of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the COUNTY PROJECT WORK amounts identified in this Agreement. In no event, however, shall SBCTA be responsible for PROJECT WORK costs in excess of the amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.
4. Eligible PROJECT WORK reimbursements shall include only those costs incurred by COUNTY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
5. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
6. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless COUNTY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as

defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement.

7. In the event COUNTY and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, COUNTY and/or SBCTA shall indemnify the other to the extent of its comparative fault.
8. This Agreement will be considered terminated upon reimbursement of eligible costs by SBCTA or June 30, 2023, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5, 6 and 7 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by SBCTA, in its sole discretion, in the event the PROJECT WORK described in Attachment A has not been initiated by COUNTY within eighteen (18) months of the Effective Date of this Agreement.
9. SBCTA may terminate this Agreement if COUNTY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the COUNTY PROJECT WORK according to the terms herein.
10. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
11. Attachment A (Description of Project and Milestones), and Attachment B (Summary of Estimated Costs) are attached to and incorporated into this Agreement.
12. This Agreement may be signed in counterparts, each of which shall constitute an original.
13. This Agreement is effective and shall be dated on the date executed by SBCTA.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized signatories below.

---SIGNATURES ON NEXT PAGE---

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

COUNTY OF SAN BERNARDINO

By: _____
Darcy McNaboe, President
Board of Directors

By: _____
Curt Hagman
Chairman

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM:

MICHELLE BLAKEMORE
County Counsel

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
Suzanne Bryant
Deputy County Counsel

Date: _____

Date: _____

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment A

CREST FOREST DRIVE/LAKE DRIVE PLANNING STUDY Description of Project and Milestones

Project Title			
Crest Forest Drive, Lake Drive and State Route 138 Intersection Improvements			
Location, Project Limits, Description, Scope of Work, Legislative Description			
The project is located at the intersection of Crest Forest Drive, Lake Drive and State Route (SR) 138, in the Crestline area. The proposed project is in the planning phase and currently, the scope of work of the project includes three (3) design alternatives: 1. Re-align SR 138 to connect to Lake Drive and construct turn lanes; 2. Re-align Lake Drive to connect to SR 138 and construct turn lanes, second configuration; and 3. Construct a roundabout.			
Component	Implementing Agency	Reimbursements	
PA&ED	County of San Bernardino	N/A	
PS&E	County of San Bernardino	N/A	
Right of Way	County of San Bernardino	N/A	
Construction	County of San Bernardino	N/A	
Legislative Districts			
Assembly:	33	Senate:	23
Congressional:	08		
Purpose and Need			
Crest Forest Drive, Lake Drive, and SR 138 intersect to form a multi-leg and skewed intersection. The intersection consists of 3-leg stop controlled approaches and 2-leg uncontrolled approaches. The 2-leg uncontrolled approaches consist of one free southbound right turn lane for both, SR 138 and Lake Drive. SR 138 merges with Lake Drive approximately 90 feet north before coming together at the intersection. The intersection in the current state is cumbersome and results in traffic movement conflicts. The proposed alternatives may present a more efficient traffic movement at the subject intersection.			
Project Benefits			
The project benefits this community by improving traffic circulation at the intersection of Crest Forest Drive, Lake Drive and SR 138, Crestline area.			
			Proposed
Project Study Report Approved			N/A
Begin Environmental (PA&ED) Phase			N/A
Circulate Draft Environmental Document	Document Type		N/A
Draft Project Report			N/A
End Environmental Phase (PA&ED Milestone)			N/A
Begin Design (PS&E) Phase			N/A
End Design Phase (Ready to List for Advertisement Milestone)			N/A
Begin Right of Way Phase			N/A
End Right of Way Phase (Right of Way Certification Milestone)			N/A
Begin Construction Phase (Contract Award Milestone)			N/A
End Construction Phase (Construction Contract Acceptance Milestone)			N/A
Begin Closeout Phase			N/A
End Closeout Phase (Closeout Report)			N/A

ATTACHMENT B
CREST FOREST DRIVE/LAKE DRIVE PLANNING STUDY
Summary of Estimated Costs

Phase	Total Cost	SBCTA Funds*	COUNTY Funds
Planning Study	\$100,000	\$100,000	\$0
TOTAL	\$100,000	\$100,000	\$0