

4-12-94

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of August, 1994, by and between the City of Redlands, a municipal corporation of the State of California, hereinafter, referred to as "Redlands" and the City of San Bernardino, a municipal corporation of the State of California, hereinafter, referred to as "San Bernardino".

WITNESSETH

WHEREAS, a transportation forecast model is needed by local agencies in order to comply with provisions of the Congestion Management Plan, apply for Federal-Aid Funds, and update Circulation Elements of their general plans; and

WHEREAS, the proposed model needs to look beyond the boundaries of each specific jurisdiction; and

WHEREAS, San Bernardino has entered into an Agreement with JHK and Associates to develop a traffic model; and

WHEREAS, San Bernardino is willing to develop a larger model with greater detail within "Redlands" provided "Redlands" pays associated additional costs, as well as provides required data for accurate model development; and

WHEREAS, Colton, Grand Terrace, Highland, Loma Linda, Redlands and Rialto in the East Valley Sub Area have expressed an interest in having San Bernardino extend the limits of the model to include their incorporated areas, in order to achieve cost savings through economy of scale and consolidation of effort; and

WHEREAS, identical agreements may be entered into between San Bernardino and each of the listed cities; and

WHEREAS, the development of a consistent model for the East Valley Sub Area insures consistency and reduces development costs for all participants; and

WHEREAS, San Bernardino has obtained a price quote from JHK and Associates for extending the limits of the model to include these additional areas, in an amount of \$235,820.00; and

WHEREAS, the traffic model will necessarily be developed in accordance with the Southern California Associated Government's (SCAG) Comprehensive Transportation Model for the County of San Bernardino; and

WHEREAS, the traffic model developed pursuant to this Agreement shall be referred to as the "East Valley Sub Area Model"; and

WHEREAS, Redlands and San Bernardino do mutually desire to specify, herein, the terms and conditions under which said project is to be completed, financed and maintained; and

WHEREAS, development of the expanded model is proposed for the 1994/95 fiscal year.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION ONE - SAN BERNARDINO SHALL --

MODEL DEVELOPMENT PERIOD

- 1.01 Perform necessary contract negotiations and administer the contract with the selected development firm for creation of said model.
- 1.02 Amend Agreement with JHK and Associates to include the other cities in the East Valley Sub Area with the cost for the expanded model distributed among the participating agencies as set forth on Attachment A.
- 1.03 Act as Lead Agency in securing Environmental Review approval, prepare all required reports, agreements, coordinate activities of the consultant, advise "Redlands" of the needed data, hold task force meetings with involved agencies on progress and model development.
- 1.04 Prepare a working model, consistent with County Transportation model as determined by SANBAG and acceptable to SCAG.
- 1.05 Arrange for collection of data necessary for the development of the model.
- 1.06 Submit a model run for review and comment to "Redlands" prior to final submittal to SANBAG and include "Redlands" in the developmental meetings leading to the final model.
- 1.07 Submit quarterly bills to "Redlands" for their proportionate share of the costs received by San Bernardino from the Consultant for development of the East Valley Sub Area Model.
- 1.08 Submit a model run for "Redlands" of their street network upon completion of project.
- 1.09 Obtain the necessary computer equipment, programs, and support materials necessary to operate and maintain the model.
- 1.10 Accept responsibility for all costs of the project, including preliminary model development, equipment acquisition, staffing, applicable overhead charges, and any other costs

directly attributable to project, except for the share to be borne by "Redlands" as provided, hereinafter.

- 1.11 Submit an accounting to "Redlands" of all costs charged to the project along with a statement for "Redlands's" share of the cost.

MAINTENANCE OF MODEL AND ON-GOING MODELLING EFFORTS

- 1.12 Upon completion of the project, assume maintenance of the model constructed within the area under jurisdiction of San Bernardino and maintenance of the model with the jurisdiction of "Redlands" to the extent that update information and changes are submitted by "Redlands" as required in a timely manner.
- 1.13 Prepare a cost accounting (hourly rate) that includes the actual costs necessary for staff, benefits, and overhead for updating the model, making requested model runs so "Redlands" may request as many such runs as required to adequately address development impacts within their jurisdiction and be billed accordingly. The hourly rate shall be established and adjusted annually based on increases in the services provided, mandated salary increases, and other such factors but only after review of data by parties to the agreement. The hourly rate is set at \$45.00 per hour for the first year of the agreement.
- 1.14 Provide adequate staffing so the model remains current and model runs can be made in a reasonable amount of time from the request, provided "Redlands" makes update information available as required. The City of San Bernardino will maintain a log of requests, provide estimated time for completion at time of request, commit to processing first in first out and provide overtime or priority service when staff is available for such service and only upon payment of increased fees.
- 1.15 Maintain a detailed record of any proposed changes to the approved model, and secure "Redlands's" approval prior to authorizing any major changes, thereof (major updates). Maintain logs of requested model runs, agency that requested and data supplied for model run.

SECTION TWO - "Redlands" SHALL --

- 2.01 Assist San Bernardino in accomplishing the required data collection for development of the model and correct input of land use types and transportation networks.
- 2.02 Accept responsibility for the share of the project costs for the enlargement of the model to include the city of "Redlands"

and reimburse San Bernardino, within 30 days after receipt of an itemized statement of cost. "Redlands's" share is estimated to be \$33,789.00 but in no event shall "Redlands's" total obligation under this agreement exceed the actual cost of enlarging the model as determined by the final contract change order issued to the selected consultant and reviewed by "Redlands" provided that "Redlands" may, at its sole discretion, in writing, authorize a greater amount for additional work as desired.

- 2.03 Execute this agreement in a timely manner, but in no case later than June 1, 1994, such that the project may proceed and be completed within the 1994/95 fiscal year with an anticipated completion date of November, 1994.
- 2.04 Make those arrangements that may be necessary for the collection of data on land use, transportation network, and traffic counts as may be necessary for accurate model development and/or maintenance.
- 2.05 Accept responsibility for the regular update information that is required to maintain an accurate model and notify the City of San Bernardino of major changes in land use, development and/or traffic count data necessary for the development and maintenance of the model.
- 2.06 Agree with the adopted cost accounting methods and charges to be levied for model maintenance and model runs as requested by "Redlands" in that they reflect the actual hourly wages and benefits and overhead experienced by the City of San Bernardino for providing said service. Accept that changes in such charges shall occur as salaries are adjusted, benefit costs increase, and other such changes occur within the bargaining units within the City.
- 2.07 Agree to make no secondary sales of model information or output that extend beyond the legal boundaries of the city of "Redlands".
- 2.08 Agree to a uniform pricing schedule for model output or model runs that is to be provided to all third parties (private sector developers or consultants). Such rate shall be determined at annual meetings of all participants to the agreement and shall be established by majority vote of participants in attendance at the annual meeting. General Plan updates or information used exclusively by the City shall be at the hourly rates established in Section 1.14. Information used for encouraging development within the city and delivered to third party interests shall be at a rate of \$90.00 and shall be established such that cost recovery for model development and maintenance is included.

- 2.09 Provide written instructions and acceptable data as approved by "Redlands" in cases where "Redlands" directs that the third party consultant deal directly with San Bernardino for model information. Signed authorization forms will permit San Bernardino to perform requested model runs using approved input data and will be billed at the rate listed in 2.08.
- 2.10 Agree to negotiate an appropriate cost sharing method with all model users in the event one or more of the model users requests an upgrade or update of fixed assets (computer or other hardware) prior to the projected useful life of the equipment.

SECTION THREE - BE IT FURTHER AGREED BY THE PARTIES HERETO --

- 3.01 That no part to the agreement, nor officer, nor employees, thereof, shall be responsible for any damage or liability occurring by reason of anything done or in connection with any work, authority, or jurisdiction delegated to the parties under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, each party shall fully indemnify and hold all other parties harmless from any liability for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done under or in connection with any work, authority, or jurisdiction delegated under this Agreement.
- 3.02 By combined funding, the Cities are able to construct a larger sized model than is planned by any of the Cities and, thereby, create additional capacity for analysis and a consistent application of the modeling effort.

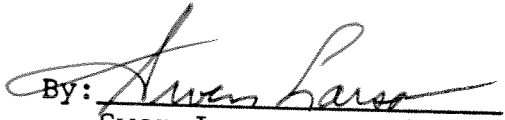
SECTION FOUR - TERMINATION --

- 4.01 Either party may terminate this agreement upon 30 day written notice.
- 4.02 The City that is withdrawing from the agreement is entitled to only a current model run (hard copy output or magnetic data output) for that portion of the model contained within the legal boundaries of their city. Data contained in the entire model will be subject to a negotiated price and availability of supporting software. Negotiations shall consider overall cost for model development, equipment, and support services.
- 4.03 After termination, the withdrawing City may request model runs and data but only as defined as a third party and subject to the hourly charges established for third party requests.
- 4.04 Failure to provide necessary data for updates as required or failure to provide them in a timely manner will result in that portion of the model being inaccurate. Repeated failure to

AGREEMENT: EAST VALLEY SUB AREA TRAFFIC MODEL

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officials thereunto duly authorized.

CITY OF "Redlands"

By: 
Swen Larson, Mayor
City of "Redlands"

ATTEST:


Lorrie Poyzer, City Clerk
City of Redlands

CITY OF SAN BERNARDINO

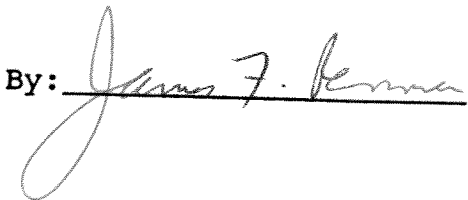
By: 
Tom Minor, Mayor
City of San Bernardino

ATTEST

By: 
City Clerk

Approved as to form and
Legal content:

James F. Penman
City Attorney

By: 

ATTACHMENT "A"

**Table I. Model Development Cost
(East Valley Travel Forecast and Analysis Model)**

CITY	POPULATION	AREA (SQ. MI)	BASE COST	TASKS									TOTAL COST
				0	1	2	3	4	5	6	7	8	
Colton	42000	28.0	\$1,000	\$0	\$300	\$3,699	\$1,566	\$3,044	\$10,486	\$394	\$0	\$0	\$20,489
Grand Terrace	13184	3.7	\$500	\$0	\$527	\$879	\$372	\$723	\$2,740	\$94	\$0	\$0	\$6,514
Highland	38151	13.5	\$1,000	\$0	\$1,709	\$2,848	\$1,387	\$2,512	\$8,253	\$303	\$0	\$0	\$18,014
Loma Linda	20857	7.8	\$500	\$0	\$962	\$1,443	\$679	\$1,131	\$3,781	\$171	\$0	\$0	\$8,673
Redlands	65371	37.0	\$2,000	\$0	\$400	\$6,400	\$2,710	\$5,258	\$16,331	\$682	\$0	\$0	\$33,789
Rialto	78868	24.0	\$2,000	\$0	\$3,275	\$5,460	\$2,312	\$4,494	\$15,480	\$582	\$0	\$0	\$33,602
Sub Total	258431	106	\$7,000	\$0	\$7,173	\$20,728	\$9,024	\$17,172	\$57,079	\$2,225	\$0	\$0	\$120,401
San Bernardino (New)	187043	59.3	(\$7,000)	\$3,745	\$7,795	\$12,995	\$27,507	\$15,279	\$40,935	\$4,615	\$7,566	\$1,982	\$115,418
Total Cost (East Valley)			\$0	\$3,745	\$16,967	\$33,723	\$36,531	\$32,451	\$98,015	\$6,840	\$7,566	\$1,982	\$235,820

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RESOLUTION NO. 94-210

RESOLUTION OF THE CITY OF SAN BERNARDINO AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE CITY OF REDLANDS RELATING TO THE DEVELOPMENT, OPERATION AND MAINTENANCE OF THE EAST VALLEY SUB AREA TRAFFIC MODEL.

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AS FOLLOWS:

SECTION 1. The Mayor of the City of San Bernardino is hereby authorized and directed to execute on behalf of said City, an agreement with the City of Redlands for the development, operation and maintenance of the East Valley Sub Area Traffic Model, a copy of which agreement is attached hereto marked Exhibit "A" and incorporated herein by reference as fully as though set forth at length.

SECTION 2. The agreement shall not take effect until fully signed and executed by both parties. The City shall not be obligated hereunder unless and until the agreement is fully executed and no oral agreement relating thereto shall be implied or authorized.

SECTION 3. The authorization to execute the above-referenced agreement is rescinded if the parties to the agreement fail to execute it within sixty (90) days of the passage of this resolution.

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94-210

1 I HEREBY CERTIFY that the foregoing resolution was duly
2 adopted by the Mayor and Common Council of the City of San
3 Bernardino at a regular meeting thereof, held on the
4 1st day of August, 1994, by the following vote, to-wit:

5	<u>Council Members:</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
6	NEGRETE	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
7	CURLIN	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
8	HERNANDEZ	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
9	OBERHELMAN	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
10	DEVLIN	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
11	POPE-LUDLAM	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
12	MILLER	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

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Rachel Clark
Rachel Clark, City Clerk

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The foregoing resolution is hereby approved this 4th
day of August, 1994.

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Tom Minor
Tom Minor, Mayor
City of San Bernardino

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Approved as to form
and legal content:

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James F. Penman
City Attorney

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By James F. Penman

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1 STATE OF CALIFORNIA)
2 COUNTY OF SAN BERNARDINO) SS
3 CITY OF SAN BERNARDINO)

4 I, RACHEL CLARK, City Clerk in and for the City of San
5 Bernardino DO HEREBY CERTIFY that the foregoing and attached
6 copy of the San Bernardino City Resolution No. 94-210 is a full,
7 true and correct copy of that now on file in this office.

8 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
9 official seal of the City of San Bernardino this 4th day
10 of August, 1994.

11 Rachel Clark
12 City Clerk

13 By Bea Cortes, Deputy
14 Bea Cortes, Deputy