JURISDICTION MASTER AGREEMENT NO. C12022
BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF REDLANDS

THIS AGREEMENT is made and entered into as of the effective date, as defined herein, by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Redlands (hereinafter referred to as "CITY").

RECITALS

WHEREAS, the Measure I 2010-2040 Strategic Plan identified Valley Major Street Program- Arterial Sub-program projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, this Jurisdiction Master Agreement (AGREEMENT) is to be carried out in accordance with the policies in the most current Measure I 2010-2040 Strategic Plan, as adopted by the SANBAG Board of Directors; and

WHEREAS, SANBAG will annually adopt a Measure I funding allocation and project list for the Valley Major Street Program – Arterial Subprogram, based on SANBAG's annual budget and CITY'S Capital Project Needs Analysis (CPNA); and

WHEREAS, SANBAG will reimburse CITY for the public share of eligible project expenditures with Measure I 2010-2040 Major Street Program- Arterial Sub-program funds in an amount that is determined by SANBAG as part of its annual approval of the Measure I allocation for that program;

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY, as provided for in Section III, within thirty (30) days after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable project expenditures that were incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SANBAG as frequently as monthly.

2. To annually adopt a Measure I funding allocation and project list (hereinafter referred to as "FUNDING ALLOCATION AND PROJECT LIST") for the Valley Major Street Program – Arterial Subprogram, based on SANBAG's annual budget and CITY'S Capital Project Needs Analysis (CPNA) submittal to SANBAG for the applicable fiscal year. SANBAG will notify CITY of the Measure I allocation and the list of projects eligible for reimbursement within approximately thirty (30) days of such action, which will also constitute authorization for CITY to begin invoicing for the applicable fiscal year.

3. Except as provided below in Section II Article 8, 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 CITY 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 SANBAG when planning and conducting additional audits.

SECTION II

CITY AGREES:

1. That only eligible project-specific work activities, as set forth in SANBAG's annually adopted FUNDING ALLOCATION AND PROJECT LIST, that also conform to the SANBAG Nexus Study and are included as projected expenditures in the first two years of the applicable Capital Project Needs Analysis (CPNA) or referenced as "prior" expenditures in the CPNA will be eligible for reimbursement with Measure I Major Street Program- Arterial Sub-program funds. Prior expenditures must be eligible under the Advance Expenditure policies in Section V.C of the SANBAG Measure I 2010-2040 Strategic Plan Policy 40002.

2. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible project expenses contained in SANBAG's adopted FUNDING ALLOCATION AND PROJECT LIST. Invoices may be submitted to SANBAG as frequently as monthly, up to the

cumulative allocation limit specified in the FUNDING ALLOCATION AND PROJECT LIST.

3. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and CITY fail to reimburse moneys due SANBAG within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.

4. To provide (select one of two options):

   A. (If no specification of reserved and unreserved accounts) the percentage share of total eligible project expenses as specified in the most current, approved version of the SANBAG Development Mitigation Nexus Study, which represents the development share.

   B. (If reserved and unreserved accounts are specified) 50% share of total eligible project expenses allocated to the reserved account, as documented in SANBAG's annually adopted FUNDING ALLOCATION AND PROJECT LIST.

5. To maintain copies of all consultant/contractor invoices, 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 SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request,

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request 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 CITY.

7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible project costs expended for those activities described in the work activities, and to submit that Final Report and invoice no later than one hundred twenty (120) days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these project funds were used

in conformance with this AGREEMENT and for those project-specific work activities described.

8. To allow for the preparation of a project-specific audit by CITY or by SANBAG, at SANBAG's option and expense, and to cooperate in the audit as described in Section I Article 3, upon completion of the project. The audit must find that all funds expended on the project were used in conformance with this AGREEMENT.

9. To notify SANBAG of Project Development Team (PDT) meetings, if and when such meetings are held, and provide related communications on project progress when requested by SANBAG.

10. As an eligible project expense, to post signs when project construction begins at the boundaries of the project noting that project is funded with Measure I funds. Signs shall bear the logo of San Bernardino Associated Governments.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable federal, state and local laws and regulations pertaining to projects funded through this AGREEMENT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of SANBAG's adoption of the FUNDING ALLOCATION AND PROJECT LIST for the applicable fiscal year..

2. SANBAG's financial responsibility shall be (select one of two options for each individual year of allocation):

   A. (if no specification of reserved and unreserved accounts) the percentage of actual cost for eligible project expenditures as specified in the most current, approved version of the SANBAG Development Mitigation Nexus Study, up to the cumulative allocation limit specified in the adopted FUNDING ALLOCATION AND PROJECT LIST.

   B. (if reserved and unreserved accounts are specified) 100% of actual cost for eligible project expenditures up to the limit specified in the adopted FUNDING ALLOCATION AND PROJECT LIST for the unreserved account, and 50% of actual cost for eligible project expenditures up to the limit specified in the adopted FUNDING ALLOCATION AND PROJECT LIST for the reserved account.

3. CITY may be reimbursed in a subsequent fiscal year for expenditures in excess of the cumulative allocation limit for the current fiscal year, based on invoices for eligible project expenditures. SANBAG retains the option to

reimburse CITY no more than 50% of the public share of excess expenditures for the current fiscal year within the first six (6) months of the subsequent fiscal year, with the remaining 50% to be reimbursed in the second six months of the fiscal year. SANBAG shall inform the jurisdiction within thirty (30) days of receipt of an invoice for the excess expenditures, if it chooses to exercise that option.

4. If CITY does not expend funds up to the cumulative allocation limit as referenced in the adopted FUNDING ALLOCATION AND PROJECT LIST within the current fiscal year, the unused portion may be applied to eligible PROJECT expenditures in the subsequent fiscal year, in addition to the allocation received for the subsequent year. Eligible project reimbursements shall include only those costs incurred by CITY for project-specific work activities that are described in the adopted FUNDING ALLOCATION AND PROJECT LIST.

5. Neither SANBAG 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 CITY in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, 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) or damage occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. CITY's indemnification obligation applies to SANBAG's "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its programs of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT. SANBAG warrants that it maintains insurance for these purposes.

6. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.

7. The terms of this AGREEMENT represent the consent of the CITY to provide the full development share for the project required by the SANBAG Nexus Study and that failure to contribute the development share according to the terms of this AGREEMENT does not obligate SANBAG to provide supplemental funds or otherwise remedy that failure. SANBAG may terminate or modify this AGREEMENT if the CITY fails to perform

according to the terms of this AGREEMENT and if this failure jeopardizes the delivery of the project according to the terms herein.

8. SANBAG shall track the CITY equitable share of the Valley Arterial Sub-program, including adjustments for the time-value of money based on time of allocation of Measure I funds in the SANBAG budget.

9. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.

10. The effective date shall be the date upon which SANBAG executes this AGREEMENT.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: Larry McCallon
Larry McCallon
President
SANBAG Board of Directors

Date: 1/4/2012

CITY of REDLANDS

By: Pete Aguilar
Pete Aguilar
Mayor

ATTEST:
Sam Irwin
City Clerk

Date: September 6, 2011

APPROVED AS TO FORM:

By: ______________________
SANBAG Counsel

Date: 12/1/11

APPROVED AS TO FORM:

By: ______________________
Dan McHugh
City Attorney

Date: September 6, 2011

CONCURRENCE:

By: Kathleen Murphy-Perez
Kathleen Murphy-Perez
Contracts Manager

ATTACHMENT 1
FUNDING ALLOCATION FOR FY 2011-2012

Allocations for the Measure I Major Street/Arterial Program for FY 2011-2012
(Dollars are in 1,000s)

Jurisdiction	Equitable Share	FY 10/11 Allocation (Approved Last Year)	FY 11/12 Allocation (Column Being Approved)*	Cumulative Allocation (Total of Both Years)
Chino	7.60%	$482.68	$638.40	$1,121.08
Chino Hills	2.20%	$139.72	$184.80	$324.52
Colton	2.50%	$158.78	$210.00	$368.78
Fontana	19.50%	$1,238.45	$1,638.00	$2,876.45
Grand Terrace	1.40%	$88.91	$117.60	$206.51
Highland	6.80%	$431.87	$571.20	$1,003.07
Loma Linda	4.10%	$260.39	$344.40	$604.79
Montclair	0.60%	$38.11	$50.40	$88.51
Ontario	12.30%	$781.17	$1,033.20	$1,814.37
Rancho Cucamong	5.10%	$323.90	$428.40	$752.30
Redlands	4.90%	$311.20	$411.60	$722.80
Rialto	3.90%	$247.69	$327.60	$575.29
San Bernardino	7.90%	$501.73	$663.60	$1,165.33
Upland	2.30%	$146.07	$193.20	$339.27
Yucaipa	6.00%	$381.06	$504.00	$885.06
County	12.90%	$819.28	$1,083.60	$1,902.88
Total	100.00%	$6,351.00	$8,400.00	$14,751.00

*Column being approved by MPC in June 2011 and by Board in July 2011

ATTACHMENT 2

Measure I Valley Major Street/Arterial Project List for Application to Jurisdiction Master Agreements for FY 2011-2012
(Note: Jurisdictions may be reimbursed in FY 11-12 for expenditures on projects in Prior, 11-12, or 12-13 columns)

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Chino	**Widen Edison Avenue from Pipeline to Ramona Ave from 4 lanes to 6 lanes**			**$ 130**
Chino	Widen Edison Avenue from Ramona Ave to Central from 4 lanes to 6 lanes (spot widening)			**$ 97**
Chino	Widen Edison Avenue from Central Ave to Euclid Avenue from 4 lanes to 6 lanes			$ 324
Chino	Widen Pine Avenue from Euclid Avenue to SR 71 from 2 to 4 lanes		**$ 640**	
Chino	**Widen Schaefer Avenue from Benson Avenue to Euclid Avenue (Stae Route 83) from 2 lanes to 4**	**$ 2,236**		
Chino	**Construct Traffic Signal at the intersection of El Prado Road and Kimball Avenue**	**$ 162**		
Chino	Construct traffic signal at the intersection of Fern Avenue and Riverside Drive	**$ 483**		
Chino	Construct Traffic Signal at the Intersection of Kimball and Main		$ 211	
Chino	Construct Traffic Signal at the Intersection of Kimball and Mill Creek Road	$ 153		
Chino	Construct Traffic Signal at the Intersection of Pine Avenue and Hellman Avenue	$ 153		
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Chino Hills	**None**			
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Colton	**Realign Reche Canyon Rd to Hunts Ln from Washington St to City limit and Widen Reche Canyon**	**$ 234**	**$ 276**	$ 689
Colton	Widen La Cadena Dr from Rancho Ave to Iowa split including bridge over Santa Ana River from 4 to 6			$ 506
Colton	Widen East side of Riverside Ave from Riverside County Line to Agua Mansa Rd including bridge from		$ 530	$ 624
Colton	Widen San Bernardino Ave from Pepper Ave to Rancho Ave from 2 to 4 lanes		$ 101	$ 119
Colton	Extend Washington St to La Cadena Dr		$ 1,132	$ 1,334
Colton	Widen Washington St from Waterman Ave to I-215 from 4 to 6 lanes and Intersection Improvements		$ 282	$ 332
Colton	Widen C Street from City limits West of Rancho Ave to Pennsylvania Ave from 2 to 4 lanes		$ 65	$ 76
Colton	Widen Agua Mansa Rd from Rancho Ave to Riverside Ave from 2 to 4 lanes	$ 167	$ 195	$ 489
Colton	Extend Pepper Ave from I-10 to Agua Mansa Rd and Widen from I-10 to Slover Ave from 2 to 4 lanes.		$ 296	$ 348
Colton	Widen and Reconstruct Slover Ave from Pepper Ave to Riverside Ave from 2 to 4 lanes		$ 151	$ 178
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
County	Ph1: Widen Slover Avenue, north side, from Cedar Ave to Larch Ave from 1 to 2 lanes (Phase 1 of Widen	$ 393		

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
County	Ph2: Widen Slover Avenue from Alder Ave to Cedar Ave (Phase 2 of Widen Slover Ave from Alder Ave to		$ 3,214	
County	Ph 1: Widen North Side of San Bernardino Ave from Cherry Ave to Fontana city limit from 1 to 2 lanes	$ 124	$ 1,105	
County	Ph 1: Widen Reche Cnyn Rd from .67M S, Barton Rd N .25M (Prado Ln) - (Phase I of Widen Reche Canyon	$ 76	$ 408	
County	Ph 1: Widen Colton Avenue from Wabash Ave to King/Agate from 2 to 4 lanes (part of Widen Colton	$ 611		
County	Widen State St from Highland Ave to Cajon Blvd from 2 to 4 lanes	$ 167		
County	Total	[illegible]	[illegible]	[illegible]
Fontana	Arrow: Alder to Maple Widen from 2 to 4 lanes		$ 510	$ 290
Fontana	Cherry: South Highland to I15 Widen from 2 to 6 lanes			$ 210
Fontana	Citrus: Jurupa to Slover Widen 2 to 4 lanes	$ 3,399	$ 565	
Fontana	Cypress: Jurupa to Slover Widen 2 to 4 lanes	$ 274	$ 425	$ 1,000
Fontana	Duncan Canyon: I15 to Citrus Widen 2 to 4 lanes	$ 328		
Fontana	Widen Foothill Blvd from Citrus Ave to Maple Ave from 4 to 6 lanes	$ 530		
Fontana	Widen Sierra Ave from Foothill Blvd to Baseline Rd from 4 to 6 lanes	$ 122		
Fontana	Widen Sierra Ave from Valley Blvd to San Bernardino Ave from 4 to 6 lanes		$ 288	
Fontana	Widen Slover Ave from Etiwanda Ave to 800' east of Etiwanda Ave from 2 to 4 lanes	$ 213		
Fontana	Total	[illegible]	[illegible]	[illegible]
Grand Terrace	Widen Michigan Ave from Commerce Way to Van Buren St from two lanes to four lanes	$ 89	$ 90	$ 90
Grand Terrace	Total	[illegible]	[illegible]	[illegible]
Highland	Widen Bridge at City Creek on Baseline		$ 249	
Highland	Widen Bridge at City Creek on Boulder	$ 551		
Highland	Widen Bridge at City Creek on Greenspot	$ 1,517		
Highland	Total	[illegible]	[illegible]	[illegible]
Loma Linda	Extend Evans St from Redlands Blvd to Barton Rd from 0 to 4 lanes	$ 46		
Loma Linda	Widen Intersection of Redlands Blvd and California St	$ 73		
Loma Linda	Total	[illegible]	[illegible]	[illegible]
Montclair	Monte Vista ROW for UPRR Grade Separation	$ 38		
Montclair	Widen Monte Vista Ave from San Bernardino St to Arrow Hwy from 4 to 6 lanes		$ 8	
Montclair	Total	[illegible]	[illegible]	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Ontario	Grove Avenue from 4th Street to Holt Blvd - Widen from 4 to 6 lanes	$ 22	$ 50	$ 45
Ontario	Mission Blvd (Benson to Milliken), Widen from 4 to 6 lanes - Phase I Have to Archibald	$ 125	$ 250	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Rancho Cucamonga	Foothill Blvd at Malachite - Install new traffic signal		$ 182	
Rancho Cucamonga	Hermosa Ave at Church St - Install new traffic signal			$ 171
Rancho Cucamonga	Widen Wilson Ave from East Ave to Warman Bullock Rd from 0 to 2 lanes	$ 2,052		
Rancho Cucamonga	Install traffic signal at intersection of Church St and Terra Vista Pkwy	$ 178		
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Redlands	Traffic Signal at 6th and I-10 EB Ramp	$ -	$ 173	
Redlands	Traffic Signal at 6th and I-10 WB Ramp	$ -	$ 173	
Redlands	Traffic Signal at Ford Street and I-10 WB Ramp			$ 177
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Rialto	Widening - Alder Ave from Baseline to SR-30 from 2 to 6 Lanes		$ 3,204	
Rialto	Widening - Ayala Rd from Baseline Rd to Easton Ave from 2 to 4 lanes	$ 1,656		
Rialto	Widening / Reconstruct - Foothill Blvd from West City Limits to East City Limits from 4 to 6 Lanes	$ 459		$ 689
Rialto	Install a traffic signal at the intersection of Sycamore Ave and Merrill Ave	$ 212		
Rialto	Install a traffic signal at the intersection of Valley Blvd and Cactus Ave	$ 212		
Rialto	Install a traffic signal at the intersection of Riverside Ave and Locust Ave	$ 127		
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
San Bernardino	Mount Vernon Viaduct Bridge Replacement	$ 480	$ 63	
San Bernardino	Widen 40THStreet between Acre Ln and Electric Ave from 2 to 4 lanes.	$ 462		$ 340
San Bernardino	Widen "H" Street between Kendall Dr and 40th St, from 2 lanes to 4 lanes.			$ 318
San Bernardino	Extension of State Street between Foothill Blvd and 16TH St, from 0 lanes to 4 lanes.	$ 1,179		
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Upland	Widen Arrow Route from County Line to Central Avenue, from 2 to 4 lanes.	$ 200	$ 900	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Yucaipa	Yucaipa Blvd Improvements, widen from 4 to 6 lanes, 15th Street to I-10	$ 303	$ 300	$ 280

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Yucaipa	Avenue E Intersection Improvements, Between 5th Street and Bryant Street, widen from 2 to 4 lanes	$ 353	$ 80	$ 100
Yucaipa	Widen Yucaipa Blvd from 12th St to 15th St from 4 to 6 lanes	$ 545		
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]