

**RESOLUTION NO. 2016-109**

**RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO APPROVING CONTRACT NO. 16-1001477, COOPERATIVE AGREEMENT WITH THE SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG) FOR THE DEVELOPMENT OF THE MOUNT VERNON AVENUE GRADE SEPARATION OVER THE BNSF RAILWAY INTERMODAL YARD PROJECT (SS04-12).**

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

**SECTION 1.** The City Manager is hereby authorized and directed to execute on behalf of the City, Contract No. 16-1001477, Cooperative Agreement with the San Bernardino Associated Governments (SANBAG) for the Development of the Mount Vernon Avenue Grade Separation over the BNSF Railway Intermodal Yard Project (SS04-12), attached hereto as Exhibit "A".

**SECTION 2.** The authorization to execute the above-referenced Agreements is rescinded if they are not executed within ninety (90) days of the passage of this Resolution.

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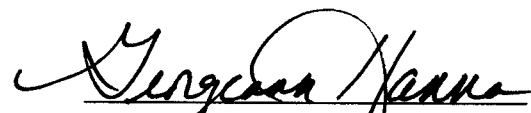
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1 RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF  
2 SAN BERNARDINO APPROVING CONTRACT NO. 16-1001477, COOPERATIVE  
3 AGREEMENT WITH THE SAN BERNARDINO ASSOCIATED GOVERNMENTS  
4 (SANBAG) FOR THE DEVELOPMENT OF THE MOUNT VERNON AVENUE  
5 GRADE SEPARATION OVER THE BNSF RAILWAY INTERMODAL YARD  
6 PROJECT (SS04-12).

7 I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor  
8 and Common Council of the City of San Bernardino at a joint regular meeting thereof, held on  
9 the 6<sup>th</sup> day of June, 2016, by the following vote, to wit:


<u>Council Members:</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
10 MARQUEZ	<u>X</u>	_____	_____	_____
11 BARRIOS	<u>X</u>	_____	_____	_____
12 VALDIVIA	<u>X</u>	_____	_____	_____
13 SHORETT	<u>X</u>	_____	_____	_____
14 NICKEL	<u>X</u>	_____	_____	_____
15 RICHARD	<u>X</u>	_____	_____	_____
16 MULVIHILL	<u>X</u>	_____	_____	_____

18   
19 Georgann Hanna, CMC, City Clerk

20  
21 The foregoing Resolution is hereby approved this 10<sup>th</sup> day of June, 2016.

22   
23 R. Carey Davis, Mayor  
24 City of San Bernardino

25 Approved as to form:  
26 Gary D. Saenz, City Attorney

27 By:   
28

**COOPERATIVE AGREEMENT NO. 16-1001477**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF SAN BERNARDINO**

**FOR**

**ENVIRONMENTAL CLEARANCE, DESIGN AND RIGHT-OF-WAY (ROW) PHASES  
FOR THE MOUNT VERNON AVENUE VIADUCT OVER BNSF RAILWAY  
INTERMODAL YARD IN THE CITY OF SAN BERNARDINO**

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of SAN BERNARDINO ("CITY"), (SANBAG and CITY may be referred to herein as a "Party" and collectively "Parties").

**WHEREAS**, CITY intends to remove and replace the existing Mount Vernon Avenue Viaduct Bridge over the BNSF Railway Intermodal Yard; and

**WHEREAS**, planned improvements include removal and replacement of the Viaduct Bridge and improvements to existing streets, storm drains, traffic signals, BNSF Railway Intermodal Yard, and related work necessitated by the bridge removal and replacement and is defined as the "PROJECT"; and

**WHEREAS**, the Parties consider the PROJECT to be a high priority and are willing to participate in funding the PROJECT pursuant to the provisions of Measure I 2010-2040 Expenditure Plan and the SANBAG Nexus Study ("Nexus Study") prepared by the San Bernardino Associated Governments ("SANBAG"), and approved by the SANBAG Board of Directors on November 6, 2013; and

**WHEREAS**, the Parties wish to enter into this agreement to delineate roles, responsibilities, and funding commitments relative to the Environmental Clearance, Design and Right-of-Way (ROW) phases of the PROJECT; and

**WHEREAS**, the Construction Phase of the PROJECT will be covered as part of a future cooperative agreement; and

**WHEREAS**, the CITY had previously completed preliminary engineering and obtained Environmental Clearance from Caltrans in June of 2011, however a revalidation of the Environmental Clearance may be required during final design; and

**WHEREAS**, State and/or Federal funds are anticipated to be used to fund a portion of PROJECT; and

**WHEREAS**, the CITY had previously procured the services of AECOM Technical Services, Inc. (AECOM) for design and ROW services May 6, 2013, under CITY 2013-81 with AECOM for the environmental revalidation, design and ROW services for the Mount Vernon Avenue Viaduct Bridge over the BNSF Railway Intermodal Yard Project (SERVICES AGREEMENT) and had progressed design to approximately a 30 percent level; and

**WHEREAS**, the professional services provided by AECOM will be required through Environmental Clearance, Design, ROW and Construction phases of the Project; and

**WHEREAS**, CITY, SANBAG and AECOM have negotiated the terms of an Assignment and Assumption Agreement (Authority Contract No. 16-1001511) under which CITY assigns and SANBAG assumes CITY's rights, obligations and responsibilities under the SERVICES AGREEMENT, to which AECOM has given its consent; and

**WHEREAS**, the Assignment and Assumption Agreement will be effective only upon CITY and SANBAG entry into this Agreement and Authority's receipt of an Authorization to Proceed (E-76) for the Federal Highway Bridge Program (HBP) funding used to fund the SERVICES AGREEMENT; and

**WHEREAS**, the CITY desires SANBAG to provide project management services for the Environmental Clearance, Design and ROW phases of the Project, and understands it is the CITY's sole responsibility to pay 100% of actual SANBAG Project Management costs in accordance with SANBAG Measure I Strategic Plan Policy 40006/VMS-29 and -30; and

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises herein, the Parties agree as follows:

**I. SANBAG RESPONSIBILITIES**

SANBAG agrees:

- A. To become lead agency on Environmental Clearance, Design and ROW phases and provide Project Management Services and to diligently undertake and complete these phases of work on the PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of SANBAG's Director of Project Delivery, or his designee, with input and consultation from CITY.

- B. To provide all necessary ROW services to acquire rights-of-way for PROJECT through negotiated purchases of property, or if necessary, through Eminent Domain. If necessary, the San Bernardino County Transportation Commission (Commission) will conduct the Resolutions of Necessity hearings and acquire property in the name of Commission for purposes of construction of the PROJECT and convey such property, or portions thereof, to CITY. The interest conveyed to the CITY shall be a permanent easement or other required instrument for public street and/or utility purposes.
- C. To make reasonable efforts to relocate businesses affected by the PROJECT within the boundaries of the CITY to the extent feasible.
- D. To identify the utilities within the PROJECT area and coordinate with utility companies to determine their location, and if necessary, their relocation.
- E. To obtain, as a PROJECT cost, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
- F. To have the Environmental Clearance, Design and ROW documents and drawings of civil, structural, mechanical, electrical, architectural, or other engineering features of PROJECT prepared by or under the direction of engineers or architects registered and licensed in the applicable professional field in the State of California. Any engineering reports and each sheet of plans and specifications for PROJECT shall bear the professional seal, certificate number, registration classification, expiration date certificate, and signature of the professional engineer responsible for their preparation.
- G. To contribute towards the cost of Environmental Clearance, Design and ROW phases of PROJECT in an amount not to exceed \$846,858 (the Public Share amount) as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined SANBAG contribution to exceed \$846,858 without an amendment to this Agreement.
- H. To prepare and submit to CITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.
- I. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support SANBAG's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of Project Management, Environmental Clearance, Design and ROW work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by SANBAG.

- J. To prepare a final accounting of expenditures, including a final invoice for the Project Management, Environmental Clearance, Design and ROW. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that the PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Project Management, Environmental Clearance, Design and ROW work activities.
- K. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the Project Management, Environmental Clearance, Design and ROW work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
- L. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of SANBAG receiving notice of audit findings, which time shall include an opportunity for SANBAG to respond to and/or resolve the finding. Should the finding not be otherwise resolved and SANBAG fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, CITY reserves the right to withhold future payments due SANBAG from any source under CITY's control.
- M. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- N. To provide submittals to the CITY at appropriate stages of PROJECT development and to provide an opportunity for CITY to review and comment on the provided documents.
- O. SANBAG and its consultants shall apply for encroachment permits authorizing entry of SANBAG and its consultants onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, required by the PROJECT.
- P. To maintain all source documents, books and records connected with SANBAG's performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to CITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of CITY. Copies will be made and furnished by SANBAG upon request.
- Q. To address, prior to incorporation into the project, any requests made by the CITY for any betterments and/or additional work and the source of funding of same under separate agreements or amendments to this agreement approved between Parties.
- R. To obtain funding obligation (i.e., FNM-76/E-76), as needed, from Caltrans Local Assistance.

## II. CITY RESPONSIBILITIES

CITY agrees:

- A. To reimburse SANBAG for its share of the actual costs incurred estimated at \$905,891 towards the Environmental Clearance, Design and ROW phases of the PROJECT, which includes \$500,000 towards Project Management, as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed \$905,891 (the Development Share amount) without an amendment to this Agreement.
- B. To pay to SANBAG a deposit of \$905,891.00 for the CITY Development Share amount for these project phases as noted in the project funding table in Attachment A. City shall make deposit payment no later than thirty (30) calendar days after SANBAG invoices CITY. After Parties agree that all work is complete, SANBAG will submit a final accounting for all costs for all phases covered in this Agreement. Based on the final accounting, SANBAG will refund to the CITY as necessary in order to satisfy the financial commitments of this Agreement for CITY's Development Share amount.
- C. SANBAG will have the right to withdraw funds for all eligible PROJECT expenditures as set forth in this Agreement, including eligible PROJECT expenditures prior to CITY's deposit of funds. Any unused funds and all interest accrued will be returned to CITY.
- D. To provide SANBAG with all procurement documentation for the City of San Bernardino Contract 2013-81 with AECOM for the design and ROW services for the Mount Vernon Avenue Viaduct Bridge over the BNSF Railway Intermodal Yard Project.
- E. 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 SANBAG 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 CITY when planning on conducting additional audits.
- F. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- G. To complete review and provide comments on PROJECT submittals to SANBAG within 20 working days after the submittal is received by the CITY. If comments are not provided by the 20<sup>th</sup> working day, SANBAG will deem the submittals approved by CITY and shall notify CITY of its intention to move forward with PROJECT execution. The CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT related submittals requiring CITY review and comment.

- H. That the final plans and specifications shall be approved by the CITY. The City Engineer shall be the PROJECT Designated Engineer as defined by Local Assistance of the State of California Department of Transportation.
- I. To provide at no cost to SANBAG existing improvement plans, and standard plans and specifications.
- J. To accept all PROJECT acquired rights-of-way located within CITY's jurisdictional boundaries upon completion of construction. The City Council of San Bernardino, by approval of this Agreement, authorizes and directs the City Clerk to execute an acceptance, in substantial conformance with the form attached hereto as Attachment B, within thirty (30) days of receipt of a quit claim deed from SANBAG conveying its interests in such acquired rights-of-way.
- K. Intentionally Omitted.
- L. To provide any CITY required permits, inspections, reviews, acceptance of the transfer of title of properties and oversight at no cost to SANBAG or to consultants and contractors contracted by SANBAG for the work of the PROJECT.
- M. To provide SANBAG copies of the franchise/utility agreements for the utilities in the PROJECT area for the purposes of determining prior rights and estimating utility relocation costs.
- N. To assist SANBAG as requested, and when necessary, exercise its rights under utility relocation law or under any franchise agreement, to cause each utility to relocate or rearrange its utility facilities.
- O. CITY's City Engineer is authorized to act on behalf of CITY under this Section of the Agreement.

### **III. MUTUAL RESPONSIBILITIES AND AGREEMENT**

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws, regulations, policies, procedures and standards pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. In the event that any federal or state funds that are classified as funds that buy down the total cost of the PROJECT, per San Bernardino Valley Subarea (VS) Measure I 2010-2040 Strategic Plan Policy 40001.IV.I.1, are used, the Parties acknowledge the federal or state funds will be used to reduce Development Share and Public Share, as defined in Attachment A, proportionally. In addition, in the event SANBAG determines Project Management, Environmental Clearance, Design and ROW work may exceed the total amount identified in



Attachment A of this Agreement, SANBAG shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified in this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the total amount identified in this Agreement absent a written amendment that is approved by all Parties.

- C. Eligible PROJECT reimbursements shall include only those costs incurred by SANBAG for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest. SANBAG Policy 40006/VMS 25 further defines eligible ROW work regarding land and applies to this Agreement.
- D. In the event that federal funds are used in any phase of work, the Parties acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW) within ten years or the federal funds may be required to be repaid to FHWA. Should repayment be required, and is a result of the PROJECT not progressing by choice, it shall be the responsibility of the Party that determines it is unable to move forward with the PROJECT. If it is mutually decided that the PROJECT will not move forward then repayment of any federal funds used for Public Share will be the responsibility of SANBAG and any federal funds used for the Local Share will be the responsibility of CITY.
- E. 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.
- F. CITY, independent of PROJECT, is responsible for any hazardous material (including but not limited to hazardous waste) found within PROJECT limits that may require removal and disposal pursuant to federal or state law. SANBAG will undertake hazardous material management activities with minimum impact to PROJECT schedule. CITY will pay all costs associated with hazardous material activities including management costs of SANBAG.
- G. The CITY is the PROJECT owner, operator and maintainer of the existing and proposed improvements and this Agreement does not transfer ownership to SANBAG nor does it transfer any legal responsibilities associated with ownership, operation and maintenance of the existing and future improvements.
- H. Environmental Clearance is assumed to consist of a revalidation of the Environmental Clearance the CITY received from Caltrans in June of 2011. In the event that a revalidation is determined to not be sufficient based on current PROJECT requirements, Parties shall review scope and cost of such work for Environmental Clearance and amend this Agreement if additional cost will result in exceeding funding limits of each Party.
- I. The Design phase of the PROJECT shall be performed in accordance with CITY standards and practices. The construction bid package will be based on the following standards but not be limited to:
  - a. Standard Specifications for Public Works Construction (Greenbook)

- b. Standard Plans for Public Works Construction
  - c. City Standard Specifications
  - d. City Standard Plans
  - e. Caltrans Bridge Standard Plans and Specifications
  - f. AASHTO Geometric Design of Highways and Streets and other AASHTO Standards
  - g. BNSF/UP Railroad Standard Plans and Specifications
  - h. Other applicable standard plans and specifications
- J. If SANBAG is to be reimbursed from state or federal funds that are provided by CITY for Project Management, Environmental Clearance, Design and ROW work and SANBAG administers those funds, then SANBAG will draw from those funds without invoicing CITY.
- K. Neither SANBAG nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising 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. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers, directors, employees or agents 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 CITY or its officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- L. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents 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 SANBAG or their officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement.
- M. This Agreement will terminate upon completion of (1) SANBAG's management of the Environmental Clearance, Design and ROW phases of the PROJECT, final property disposition, PROJECT closeout and reimbursement of eligible costs by CITY to SANBAG, or (2) December 31, 2020, whichever is earlier in time, unless otherwise extended by agreement, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement.
- N. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

- O. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.
- P. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement; the Parties hereto are formally bound to this Agreement.
- Q. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- R. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
- S. If any clause or provision of this Agreement is fully and finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the illegal, invalid or unenforceable clause or provision shall be deemed severed from this Agreement and the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- T. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- U. Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- V. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- W. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs K and L of this Section.
- X. This Agreement may be signed in counterparts, each of which shall constitute an original.

- Y. CITY and SANBAG represent that they have sufficient insurance coverage for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective insurance programs, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
- Z. Attachment A (Project Description and Project Funding Table) and Attachment B (Quit Claim Deed Certification) are attached to and incorporated into this Agreement.
- AA. The Recitals are incorporated into and made a part of this Agreement.
- BB. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below:

If to SANBAG: Garry Cohoe  
 Director of Project Delivery  
 1170 West Third Street, Second Floor  
 San Bernardino, CA 92410-1715  
 Telephone: (909) 884-8276

If to CITY:  
 City Engineer  
 300 North "D" Street, 3<sup>rd</sup> Floor  
 San Bernardino, CA 92418  
 Telephone: (909) 384-5190

IN WITNESS THEREOF, this Agreement has been executed by the Parties hereto and is effective on the date signed by SANBAG.

**SIGNATURES ON FOLLOWING PAGE:**

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. 16-1001477  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AND  
CITY OF SAN BERNARDINO**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

Robert A. Lovingood  
President, Board of Directors

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_

Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_

Jeffery Hill  
Procurement Manager

**CITY OF SAN BERNARDINO**

By: Mark Scott

Mark Scott  
City Manager

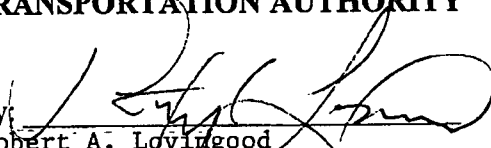
Date: 6-14-16

APPROVED AS TO FORM:  
Gary D. Saenz, City Attorney

By: Dana Crider

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. 16-1001477  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AND  
CITY OF SAN BERNARDINO**

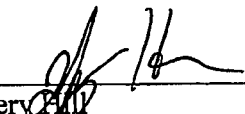
**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By:   
Robert A. Lovin  
President, Board of Directors

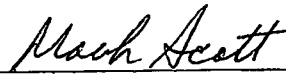
Date: 7-6-16

APPROVED AS TO FORM AND  
PROCEDURE:

By:  7/5/16  
Eileen Monaghan Teichert  
General Counsel

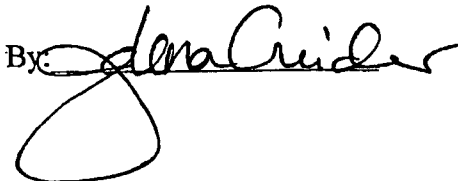
By:   
Jeffery Hill  
Procurement Manager

**CITY OF SAN BERNARDINO**

By:   
Mark Scott  
City Manager

Date: 6-14-16

APPROVED AS TO FORM:  
Gary D. Saenz, City Attorney

By: 

## Attachment A

### PROJECT DESCRIPTION

The CITY of San Bernardino and SANBAG propose to remove and replace the existing Mount Vernon Avenue Viaduct Bridge over the BNSF Railway Intermodal Yard. It is intended that SANBAG serves as the lead for the Environmental Clearance, Design and ROW phases of the work.

### PROJECT FUNDING TABLE

Public Share: 67.6%

Nexus Development Impact Fee Share ("DIF", "Development Share" or "Local Share"): 32.4%

PHASE	TOTAL	BEFORE PROJECT BUY DOWN		INCLUDING PROJECT BUY DOWNS		
		SANBAG SHARE (Public)	CITY SHARE (DIF)	Federal HBP BUY DOWN <sup>1</sup>	SANBAG SHARE (Public)	CITY SHARE (DIF)
ENVIRONMENTAL CLEARANCE AND DESIGN	\$7,384,265	\$4,991,763	\$2,392,502	\$6,537,290	\$572,555	\$274,420
RIGHT OF WAY	\$3,537,700	\$2,391,485	\$1,146,215	\$3,131,926	\$274,303	\$131,471
PROJECT MANAGEMENT <sup>2</sup>	\$500,000	\$0	\$500,000	\$0	\$0	\$500,000
<b>TOTAL</b>	<b>\$11,421,965</b>	<b>\$7,383,248</b>	<b>\$4,038,717</b>	<b>\$9,669,216</b>	<b>\$846,858</b>	<b>\$905,891</b>

#### Notes

<sup>1</sup> Federal Highway Bridge Program (HBP) funds

<sup>2</sup> Project Management cost assumes a revalidation of the 2011 Environmental Clearance

**Attachment B**

CITY OF SAN BERNARDINO  
300 N. "D" STREET  
SAN BERNARDINO, CALIFORNIA 92401

**QUIT CLAIM DEED CERTIFICATION**  
California Government Code 27281

This is to certify that the real property conveyed by the attached instrument dated \_\_\_\_\_, 20\_\_ from the San Bernardino County Transportation Commission, a California transportation commission, as Grantor to the City of \_\_\_\_\_, as Grantee, is hereby accepted by order of the City Council of the City of San Bernardino, County of San Bernardino, State of California, as the governing board of said grantee, and consents to the recordation thereof by its duly authorized officer.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk  
City of San Bernardino