



**SUBMITTAL TO THE BOARD OF DIRECTORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



127

**FROM:** Regional Park & Open-Space District

**SUBMITTAL DATE:**  
April 4, 2013

**SUBJECT:** Santa Ana River Trail: Trail Expansion of Bike Trails City of Corona Funding Agreement with City of Corona Agreement-District II/II

**RECOMMENDED MOTION:** That the Board of Directors approves and:

1. Approve the Funding Agreement between the Regional Park and Open-Space District and the City of Corona for the development of the bike lanes/trail routes as part of the Santa Ana River Trail through the City of Corona.
2. Authorize the Chairman to execute the agreement documents on behalf of the District and return four (4) executed copies of the agreement to the District for distribution.

**BACKGROUND:** On April 10, 2012 by Minute Order 13.3 the Board approved the Santa Ana River Trail Master Plan and its supporting environmental documentation completing the Phase I of the overall project.

(continued on page 2)

Brande Hune, Chief-Business Operations for  
Scott Bangle, General Manager

2013- 024D MB

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 350,000.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012-13

<b>SOURCE OF FUNDS:</b> Previous Development Impact Fees Commitment	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

**County Executive Office Signature**

BY:

Alex Gann

Dep't Recomm.: ☐ Policy ☒ Policy  
Per Exec. Ofc.: ☐ Consent ☒ Consent

**Prev. Agn. Ref.:** 6/28/05 M.O. 3.37;  
11/14/06 M.O. 3.14; 3/31/09 M.O. 3.32;  
6/30/09 M.O. 3.52

**District:** II/II

**Agenda Number:**

**13-1 D**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY:   
DATE: 4/10/13  
Departmental Concurrence

**SUBJECT:** Santa Ana River Trail: Trail Expansion of Bike Trails City of Corona  
Funding Agreement with City of Corona Agreement-District II/II

**BACKGROUND:** The District partnering with the cities of Corona and Norco began work on the Phase II implementation of the project by issuing a Request of Proposals to obtain design and consulting engineering services. On November 6, 2012, by Minute Order 13.1, the Board approved a consulting services agreement between the District and RBF Consulting, Irvine, California for the development of the trail through the Santa Ana River Corridor and Prado basin.

On a parallel track, the District and its partners began work on the design and layout of interim bike lane/trail routes through the two cities. These routes will initially serve as temporary routes while the permanent Santa Ana River Trail is constructed along the river. It will create Class II and Class III Caltrans standard bike lanes/routes along selected city streets. Upon the completion of the Santa Ana River Trail's permanent route the interim bike lane/trail routes will serve as a permanent alternative backbone route through the city. It will provide the City the opportunity to expand its trail system to create loop bike lane/trail routes for its residents using the Santa Ana River Trail and the new backbone trail route.

The City administers program agreements and contracts for street and trail improvements. The District's agreement with the City sets forth the terms and conditions by which the District will contribute funding to this street and trail improvement program in the amount of three hundred fifty thousand, 00/100 dollars (\$350,000) to the City for administration and construction of this phase of trail.

The City of Corona City Council, approved and executed the funding agreement on February 6, 2013, in Regular City Council Consent Calendar, Item 6C-3; City Council Approval of the Cooperative Agreement by and between Riverside County Regional Park and Open-Space District and the City of Corona to complete the Santa Ana River Trail Interim Bike Alignment Route through the City of Corona as set forth by the Director of Parks and Community Services.

The project is fully funded using previously obligated Development Impact Fee funds for the development and expansion of the Santa Ana River Trail through Western Riverside County.

County Counsel has approved the Agreement as to legal form.

COOPERATIVE AGREEMENT  
BY AND BETWEEN  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT  
AND  
THE CITY OF CORONA  
(SANTA ANA RIVER TRAIL INTERIM ALIGNMENT ROUTE)

This Cooperative Agreement ("Cooperative Agreement") is made and entered into this 6th day of February 2013, by and between the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT (hereinafter called "DISTRICT") and the CITY of CORONA (hereinafter called "CITY"). CITY and DISTRICT are sometimes referred to herein individually as "Party", and collectively as the "Parties."

RECITALS

- A. DISTRICT and CITY desire to complete the Santa Ana River Trail Bike Trail Interim Alignment Route through the City of Corona pursuant to the Santa Ana River Trail Master Plan, Dangermond Group, 2011 approved by the Riverside County Board of Supervisors ("PROJECT"); and
- B. PROJECT shall extend from the intersection of Green River Road and Crestridge Drive at the CITY's northwestern boundary to the intersection of River Road and Corydon Street at the CITY's northeastern boundary with the City of Norco, as shown on the "City of Corona Bikeways Network" attached hereto as EXHIBIT "A" and incorporated herein by reference, as well as the "Santa Ana River Trail Interim Bike Route through the City of Corona Description and Cost Estimates of Needed Improvements to Complete Route" attached hereto as Exhibit "B" and incorporated herein by reference. PROJECT shall connect to existing segments of established bike lanes, infilling gaps in the CITY's established bike lanes and routes traversing CITY on CITY maintained streets and the County of Riverside on County of Riverside maintained streets; and
- C. CITY has agreed to prepare plans and specifications for the construction of PROJECT; and
- D. CITY plans to construct the PROJECT by executing a public works construction contract prior to the end of Fiscal Year 2013-2014; and
- E. DISTRICT desires to contribute funding for the construction of the PROJECT; and
- F. DISTRICT has included the sum of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in its Fiscal Year 2012-2013 capital improvement budget for the construction of the PROJECT; and

- G. DISTRICT wishes to support CITY'S efforts to construct the PROJECT and furnish a contribution, in the amount of one hundred percent (100%) of the anticipated price, of the PROJECT, as stated in EXHIBIT "B" attached hereto, which amount is estimated to be THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) (hereinafter called "DISTRICT CONTRIBUTION"); provided however, that the DISTRICT CONTRIBUTION shall not exceed five percent (5%) above \$350,000 without the prior written consent of the DISTRICT, as discussed further below; and
- H. The purpose of this Cooperative Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to the construction, inspection, ownership, operation, and maintenance of the PROJECT, and the payment of the DISTRICT CONTRIBUTION.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

#### SECTION I – OBLIGATIONS OF CITY

1.1 Prepare the PROJECT final plans and specifications (hereinafter called "IMPROVEMENT PLANS") at CITY'S sole cost and expense in accordance with DISTRICT and CITY standards, and submit the IMPROVEMENT PLANS to DISTRICT for review and final approval.

1.2 Obtain for the PROJECT competitive bids for construction of the PROJECT upon DISTRICT approval of the IMPROVEMENT PLANS.

1.3 Invoice DISTRICT for one hundred percent (100%) of the estimated DISTRICT CONTRIBUTION provided for in Recital "G" above upon DISTRICT's and CITY'S authorization of the PROJECT construction.

1.4 Construct the PROJECT pursuant to the CITY's authorization to proceed and administer the PROJECT as a public works contract.

1.5 Secure, at its sole cost and expense, all necessary rights of way, licenses, agreements, permits, and rights of entry as may be needed for the construction, inspection, operation, and maintenance of the PROJECT.

1.6 Secure, at its sole cost and expense, all environmental clearances, permits, approvals, or agreements required by any Federal or State resource and/or regulatory agency for the construction, operation, and maintenance of the PROJECT.

1.7 Supervise and provide inspection services for all aspects of PROJECT construction.

1.8 Grant the DISTRICT, by execution of this Agreement, the right to enter upon property owned or controlled by CITY where necessary and convenient for the purpose of gaining access to, and observing the construction of the PROJECT.

1.9 Upon completion of PROJECT construction and CITY'S acceptance thereof, CITY shall be solely responsible for the ownership, operation and maintenance of the PROJECT within CITY maintained streets.

1.10 Upon completion of PROJECT construction, CITY shall provide DISTRICT with a copy of CITY'S Notice of Completion.

1.11 In the event that CITY'S actual construction costs are more than the estimated DISTRICT CONTRIBUTION provided for in Recital "G" above, CITY shall invoice DISTRICT and submit documentation for any such additional costs ("EXCESS COSTS"). As provided for in Section 2.4 below, DISTRICT shall be obligated to pay any EXCESS COSTS which are not more than five percent (5%) above the estimated DISTRICT CONTRIBUTION, and shall have the discretion to approve any EXCESS COSTS which are more than five percent (5%) above the estimated DISTRICT CONTRIBUTION, which approval shall not be unreasonable withheld.

1.12 CITY shall not permit any change to or modification of the IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT.

## SECTION II – OBLIGATIONS OF DISTRICT

2.1 Review and approve the IMPROVEMENT PLANS prior to CITY obtaining a bid.

2.2 Provide CITY's contractor with a no-fee encroachment permit for any portion of PROJECT constructed within the County of Riverside's jurisdiction.

2.3 Observe the PROJECT at DISTRICT'S sole cost and expense. DISTRICT may provide comments to CITY personnel who shall be solely responsible for all inspections, quality control, and communications with the CITY's contractor(s) during the construction of the PROJECT.

2.4 Pay the DISTRICT CONTRIBUTION to CITY by paying any invoice submitted by CITY to DISTRICT pursuant to Sections 1.3 and 1.11 above within thirty (30) days of receipt;

provided, however, that DISTRICT shall have thirty (30) days following its approval of any EXCESS COSTS greater than five percent (5%) above the estimated DISTRICT CONTRIBUTION, which approval shall not be unreasonably withheld, to pay such EXCESS COSTS.

2.5 Bear no responsibility whatsoever for the construction, ownership, operation and maintenance of the PROJECT within CITY limits.

### SECTION III – MUTUAL AGREEMENTS

3.1 This Cooperative Agreement shall be effective as of the date first set forth above, and shall continue in effect until the PROJECT is complete, as evidenced by CITY's issuance to DISTRICT of a Notice of Completion.

3.2 The DISTRICT CONTRIBUTION shall be used by CITY solely for the purpose of constructing the PROJECT as set forth herein.

3.3 CITY shall indemnify, defend, save and hold harmless DISTRICT (including its respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CITY'S (including its officers, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Cooperative Agreement, performance under this Cooperative Agreement, or failure to comply with the requirements of this Cooperative Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

3.4 DISTRICT shall indemnify, defend, save and hold harmless CITY (including its officers, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT'S (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Cooperative Agreement, performance under this Cooperative Agreement, or failure to comply with the requirements of this Cooperative Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

3.5 In the event of any arbitration, action, or suit brought by either CITY or DISTRICT against the other party by reason of any breach on the part of the other party of any of the covenants and agreements set forth in this Cooperative Agreement, or any other dispute



between the DISTRICT and CITY concerning this Cooperative Agreement, the prevailing party in any such action or dispute, by a final judgment or arbitration award, shall be entitled to have and recover from the other party all costs and expenses or claims, including but not limited to, attorneys' fees and expert witness fees. This section shall survive any termination of this Cooperative Agreement.

3.6 If any provision in this Cooperative Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

3.7 This Cooperative Agreement is to be construed in accordance with the laws of the State of California.

3.8 Neither the CITY nor DISTRICT shall assign this Cooperative Agreement without the written consent of the other party.

3.9 This Cooperative Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action based upon the provisions of this Cooperative Agreement.

3.10 Any and all notices sent or required to be sent to the parties of this Cooperative Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
4600 Crestmore Road  
Jurupa Valley, CA 92509

CITY OF CORONA  
Parks & Community Services  
400 South Vicentia Avenue  
Corona, CA 92882

3.11 Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Cooperative Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

3.12 This Cooperative Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Cooperative Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

3.13 Any waiver by DISTRICT or CITY of any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of

the same or any other provision hereof. Failure on the part of DISTRICT or CITY to require from any other party exact, full and complete compliance with any of the provisions of this Cooperative Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcing this Cooperative Agreement.

This Cooperative Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Cooperative Agreement may be changed or modified only upon the written consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement  
on: \_\_\_\_\_

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**DISTRICT SIGNATURE PAGE FOR**

**COOPERATIVE AGREEMENT  
BY AND BETWEEN  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT  
AND  
THE CITY OF CORONA  
(SANTA ANA RIVER TRAIL INTERIM ALIGNMENT ROUTE)**

**RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT**

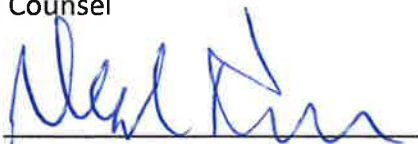
By: \_\_\_\_\_  
JOHN BENOIT, Chairman  
Riverside County Regional Park and  
Open-Space District Board of Directors

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
SCOTT BANGLE  
General Manager

**APPROVED AS TO FORM:**

PAMELA J. WALLS  
County Counsel

By:   
NEAL KIPNIS  
Deputy County Counsel

**ATTEST:**

KECIA HARPER-IHEM  
Clerk of the Board

By: \_\_\_\_\_  
Deputy  
(SEAL)

**CITY SIGNATURE PAGE FOR**

**COOPERATIVE AGREEMENT  
BY AND BETWEEN  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT  
AND  
THE CITY OF CORONA  
(SANTA ANA RIVER TRAIL INTERIM ALIGNMENT ROUTE)**

**CITY OF CORONA**

By:

  
JASON SCOTT, Mayor

**RECOMMENDED FOR APPROVAL:**

By:

  
KIP D. FIELD, PE  
Public Works Director

By:

  
MARK D. WILLS  
Parks & Community Services Acting Director


**APPROVED AS TO FORM:**

By:

  
DEAN PERLETH  
City Attorney

**ATTEST:**

By:

  
LISA MOBLEY  
Chief Deputy City Clerk

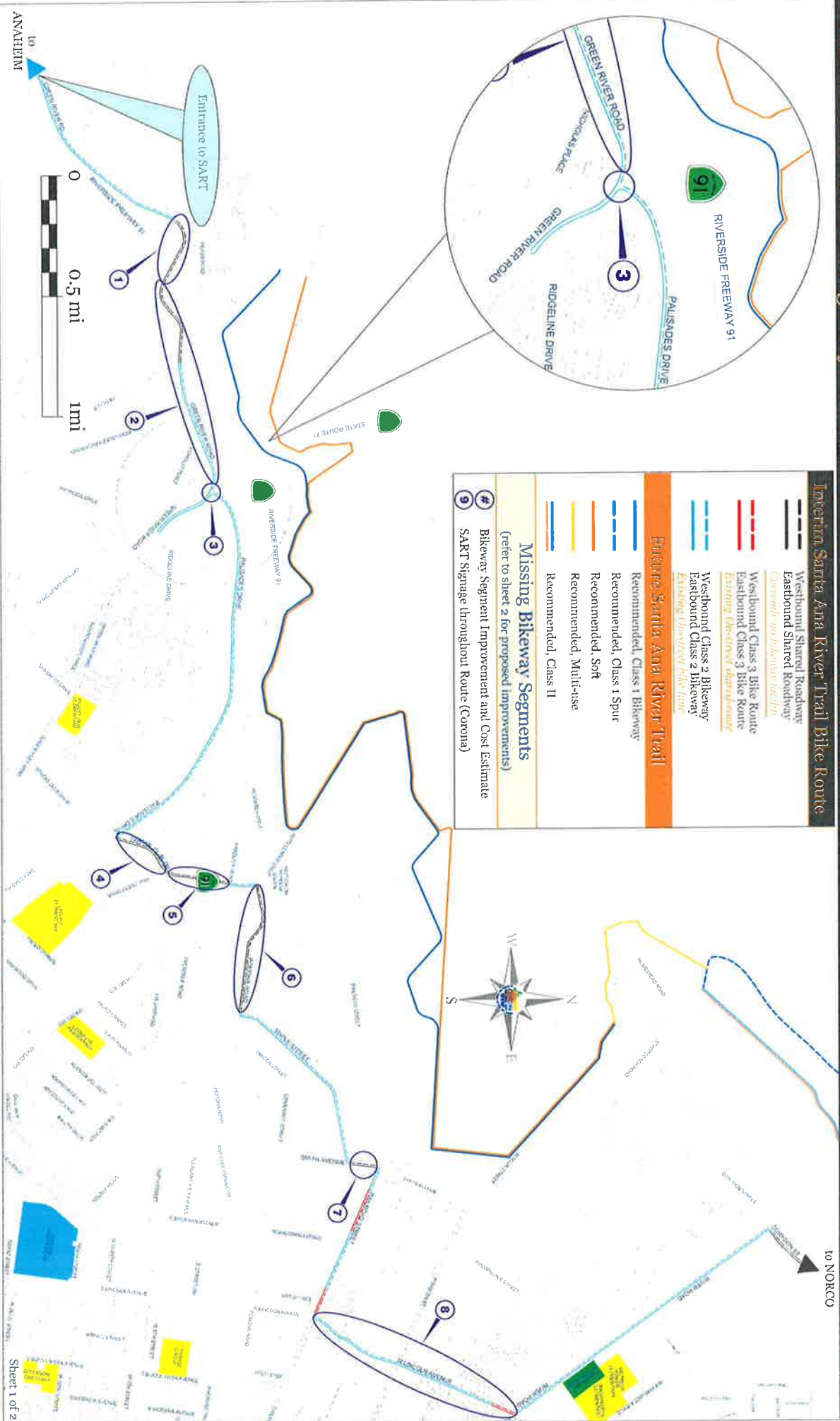
(SEAL)

# Santa Ana River Trail

## Interim Bike Route through City of Corona

### EXHIBIT A

Last update November 2012



**Santa Ana River Trail**  
**Interim Bike Route through the City of Corona**  
**Description & Cost Estimates of Needed Improvements to Complete Route**

City of Corona Planned Improvements with Established Funding				
No. on Map	Area	Description of Improvement	Anticipated Timeframe	Estimated Cost
2	Green River Rd. from SR-91 to Palisades Dr.	Widen Green River Rd & install Class II bike lane from south side of Fwy to the existing Palisades Drive.	Within next year	\$ 4,200,000
5	91 Fwy Serfas Club Dr./Auto Center Dr. underpass	SR-91 CIP Project will widen Surfas Club/Auto Center and install Class II bike lanes.	Within 5 years	Unknown (RCTC Project)

<b>Funding Requested from the Riverside County Regional Park &amp; Open-Space District for the Following Improvements:</b>					
<b>No. on Map</b>	<b>Area</b>	<b>Description of Improvement</b>	<b>Anticipated Timeframe</b>	<b>Estimated Cost</b>	<b>Cost Breakdown</b>
1	Green River Rd. from Crestridge Dr. to eastbound 91 Fwy off ramp	Install Class III bike path.	Prior to 6/30/12	\$ 5,000.00	2,500 SF of Thermoplastic Legends @ \$2.00/SF = \$5,000
3	Intersection of Palisades Dr. & Green River Rd.	Install of a 3-way traffic signal to allow the safe crossing of bikes at this location. <i>(Note: Without a signal, bicyclists will be forced to continue up the hill on Green River to the intersection at Ridgeline in order to cross safely).</i>	Prior to 6/30/12	\$ 250,000	See attached estimated cost breakdown for Traffic Signal.
4	Serfas Club Dr. from Palisades Dr. to Pine Crest Dr.	Re-stripe existing roadway using road diest and install Class II bike lanes.	Prior to 6/30/12	\$ 50,000	16,500 LF of Striping Removal @ \$1.00/LF = \$16,500 23,500 LF of Striping Installation @ \$1.00/LF = \$23,500 5,000 SF of Thermoplastic Legends/Crosswalks @ \$2.00=\$10,000
6	Pomona Rd. from Auto Center Dr. to Maple St.	Re-stripe existing road to allow for Class II bike lanes (5/17/17/5).	Prior to 6/30/12	\$ 15,000	6,000 LF Striping Removal @ \$1.00 = \$6,000 9,000 LF of Striping Installation @ \$1.00 = \$9,000
7	Smith Ave. between Maple St. and Railroad St.	Re-stripe existing road to allow for Class II bike lanes (5/11/11/10/11/11/5).	Prior to 6/30/12	\$ 8,000	4,000 LF Striping Removal @ \$1.00 = \$4,000 4,000 LF of Striping Installation @ \$1.00 = \$4,000
8	Lincoln Ave. between Railroad St. and River Rd.	Refresh Existing Class II bike lane striping.	Prior to 6/30/12	\$ 10,000	10,000 LF of Striping Refreshing @ \$1.00/LF - \$10,000
9	Entire Route in Corona	Install SART Signage.	Prior to 6/30/12	\$ 12,000	60 project signs/bike lane signs/posts & installation @ \$200 ea = \$12,000
<b>Total Cost</b>				<b>\$ 350,000</b>	