



128
SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
April 4, 2013

SUBJECT: Santa Ana River Trail: Trail Expansion of Bike Trails – City of Norco Funding Agreement with City of Norco 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 (District) and the City of Norco for the development of the bike lanes/trail routes as part of the Santa Ana River Trail through the City of Norco.
2. Authorize the Chairman to execute the agreement documents and 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 Phase I of the overall project.

(continued on page 2)

Brande Hune

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

2013-002D MB

FINANCIAL DATA

| | | | |
|-------------------------------|---------------|-------------------------|---------|
| Current F.Y. Total Cost: | \$ 248,411.98 | 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 |

SOURCE OF FUNDS: Previous Development Impact Fees Commitment

| | |
|----------------------------------|--------------------------|
| Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*
Alex Gann

County Executive Office Signature

MINUTES OF THE REGIONAL PARK AND OPEN SPACE DISTRICT

On motion of Commissioner Stone, seconded by Commissioner Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: April 23, 2013
xc: Parks

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

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:
ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

13-2D

FORM APPROVED COUNTY COUNCIL
BY: NEAL R. KIPNIS
DATE: 4/13/13
Departmental Concurrence

Policy
Policy
Consent
Consent

Dept't Recomm.:
Per Exec. Ofc.:

SUBJECT: Santa Ana River Trail: Trail Expansion of Bike Trails – City of Norco
Funding Agreement with City of Norco Agreement – District II/II

BACKGROUND: The District, partnering with the cities of Corona and Norco, began work on Phase II implementation of the project by issuing a Request for 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 two hundred forty eight thousand, four hundred eleven and 96/100 dollars (\$248,411.96) to the City for administration and construction of this phase of trail.

The City of Norco City Council, approved and executed the funding agreement on January 16, 2013, in Regular City Council Consent Calendar, Item 1- H; Adopted Resolution No. 2013-02, amending the FY 2013-2017 CIP Budget appropriating additional funds in the amount of two hundred forty eight thousand, four hundred eleven and 96/100 dollars (\$248,411.96) to the Measure A Project Fund 137; and Approved the Reimbursement Agreement between the City of Norco and Riverside County Regional Park and Open-Space District, as set forth by the Director of Parks, Recreation 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

Riverside County Regional Park and Open-Space District

And

City of Norco

The RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, hereinafter called "DISTRICT", and the CITY of NORCO, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. DISTRICT and CITY have jointly prepared plans and specifications for the striping and construction of the Norco portion of the Santa Ana River Trail pursuant to the Santa Ana River Trail Master Plan approved by the County Board of Supervisor's hereinafter called "PROJECT"; and

B. PROJECT shall extend from the intersection of River Road and Corydon Avenue at the CITY's southwestern boundary, traverse through CITY on CITY maintained streets terminating at the intersection of Arlington Avenue and Crestview Drive at the CITY's northeastern boundary with the City of Riverside, EXHIBIT 'A'; and

C. CITY plans to construct the PROJECT using currently awarded existing street and trail improvement contracts during Fiscal Year 2012-2013; and

D. CITY desires that DISTRICT contribute funding for the construction of the PROJECT; and

E. DISTRICT has included the sum of Two Hundred and Forty Eight Thousand, Four Hundred and Eleven Dollars and Ninety Six Cents (\$248,411.96) in its Fiscal Year 2012-2013 capital improvement budget for the planning, design and construction PROJECT; and

F. DISTRICT wishes to support CITY'S efforts to construct PROJECT and furnish a contribution, hereinafter called "DISTRICT CONTRIBUTION", in the amount of one hundred percent (100%) of the quoted price, EXHIBIT 'B' for the Santa Ana River Trail construction as received by the CITY as set forth herein. However, total DISTRICT

APR 23 2013

B-2D

CONTRIBUTION shall not exceed the sum of Two Hundred Forty Eight Thousand, Four Hundred and Eleven Dollars and Ninety Six Cents (\$248,411.96); and

G. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to the construction, inspection, ownership, operation and maintenance of 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

CITY shall:

1. Prepare 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 to DISTRICT for review final approval.
2. Obtain for the PROJECT a quote for construction from its currently awarded existing street and trail improvement contractors upon the DISTRICT approval of IMPROVEMENT PLANS.
3. Invoice DISTRICT for one hundred percent (100%) of the quoted construction costs upon DISTRICT's and the CITY'S authorization of PROJECT construction.
4. Construct PROJECT pursuant to the CITY's authorization to proceed and administer the PROJECT as a public works contract.
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 PROJECT.
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 PROJECT.
7. Supervise and inspect all aspects of PROJECT construction.

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 performing inspection service for the construction of PROJECT.

9. Upon completion of PROJECT construction and CITY'S acceptance thereof, be solely responsible for the ownership, operation and maintenance of PROJECT

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

11. In the event that CITY'S actual construction costs are greater than the originally quoted amount, CITY shall invoice DISTRICT and submit documentation for any such additional costs, in an amount not to exceed five percent (5%) of the originally quoted amount, subject to the overall limits of the DISTRICT CONTRIBUTION.

12. Not permit any change to or modification of the IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT.

SECTION II

DISTRICT shall:

1. Review and approve IMPROVEMENT PLANS prior to CITY obtaining a quote from the CITY'S currently awarded existing street and trail improvement contractors.

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

3. Pay DISTRICT CONTRIBUTION to CITY in the following manner: (i) pay one hundred percent (100%) of the approved quoted amount within thirty (30) days following DISTRICT'S receipt of a copy of CITY'S invoice; and (ii) pay any actual construction costs incurred by CITY in excess of the originally quoted amount, such payment not to exceed more than five (5%) of the originally quoted amount, within thirty (30) days following DISTRICT'S receipt of CITY'S invoice and documentation of such additional

costs. However, the total DISTRICT CONTRIBUTION paid shall not exceed the sum of Two Hundred Forty Eight Thousand, Four Hundred and Eleven Dollars and Ninety Six Cents (\$248,411.96).

4. Bear no responsibility whatsoever for the construction, ownership, operation and maintenance of PROJECT.

SECTION III

It is further mutually agreed:

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

2. 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 Agreement, performance under this Agreement, or failure to comply with the requirements of this 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.

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 Agreement, performance under this Agreement, or failure to comply with the requirements

of this 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. 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 Agreement, or any other dispute between the DISTRICT and CITY concerning this 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 Agreement.

4. If any provision in this 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.

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

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

7. This 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 Agreement.

8. Any and all notices sent or required to be sent to the parties of this 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
Attn: Grants and Contracts Services

CITY OF NORCO
2870 Clark Avenue
Norco, CA 92860

9. 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 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.

10. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this 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.

11. 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 Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcing this Agreement.

12. This 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 Agreement may be changed or modified only upon the written consent of the parties hereto.

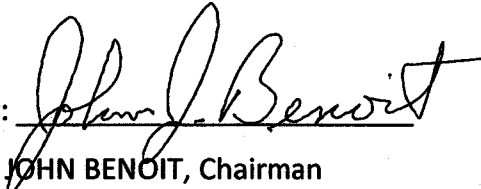
IN WITNESS WHEREOF, the parties hereto have executed this agreement

On: January 16, 2013

**RECOMMENDED FOR APPROVAL:
RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT**

By: _____

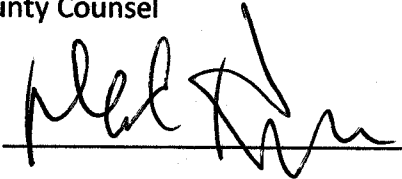
SCOTT BANGLE
General Manger

By:  _____

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

APPROVED AS TO FORM:

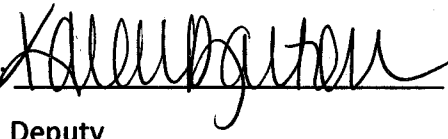
PAMELA J. WALLS
County Counsel

By:  _____

NEAL KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board


By:  _____

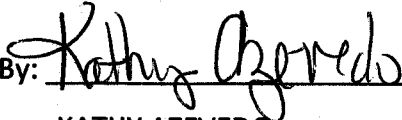
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

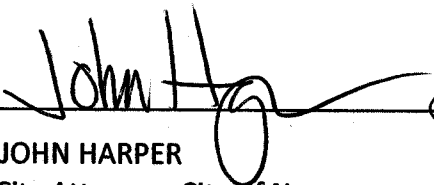
CITY OF NORCO

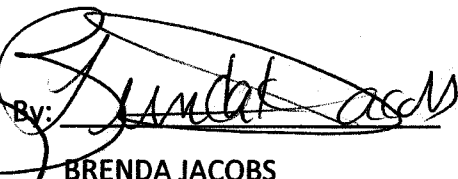
By: 
BETH GROVES
City Manager, City of Norco

By: 
KATHY AZEVEDO
Mayor, City of Norco

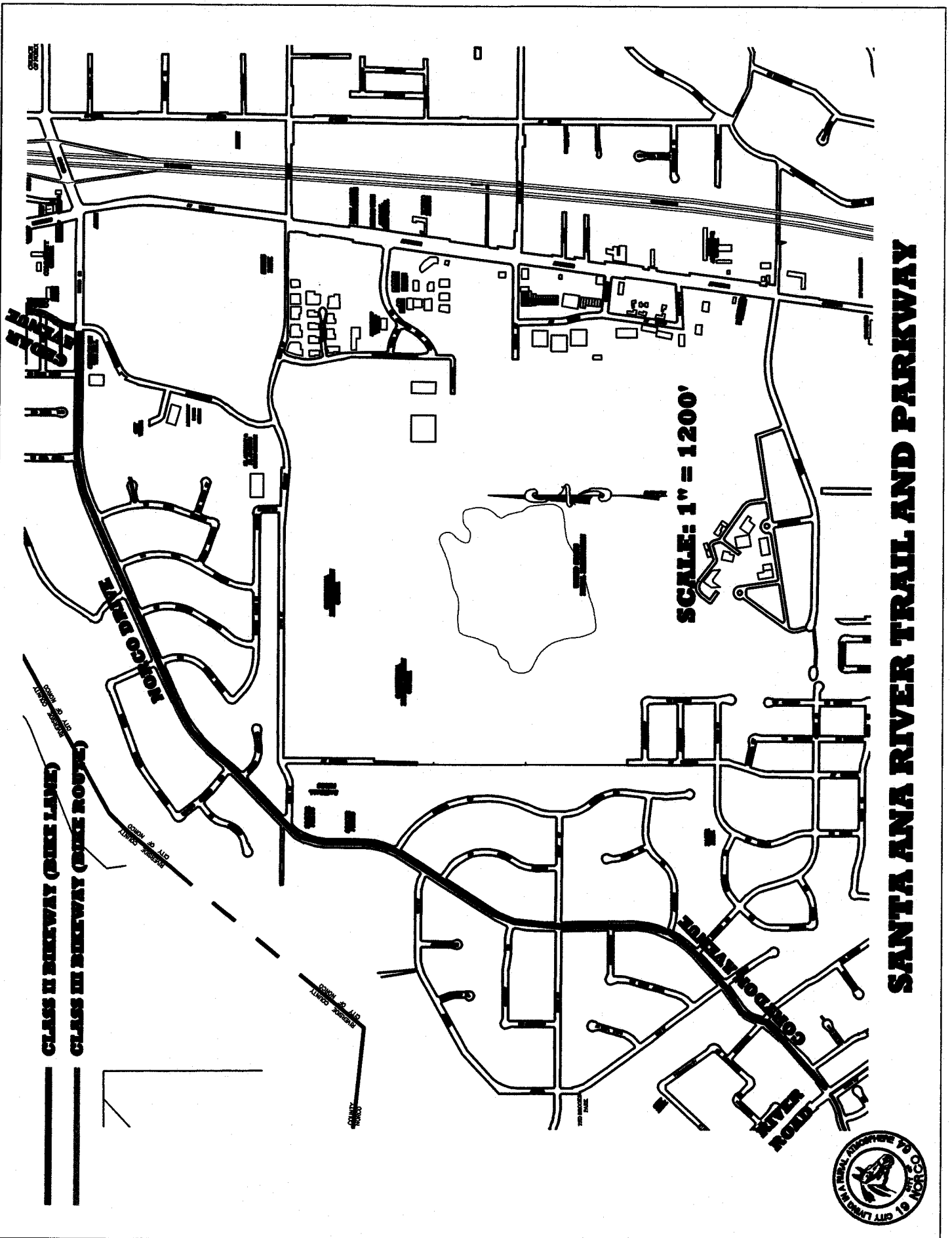
APPROVED AS TO FORM:

ATTEST:

By: 
JOHN HARPER
City Attorney, City of Norco

By: 
BRENDA JACOBS
City Clerk, City of Norco

(SEAL)



SANTA ANA RIVER TRAIL AND PARKWAY

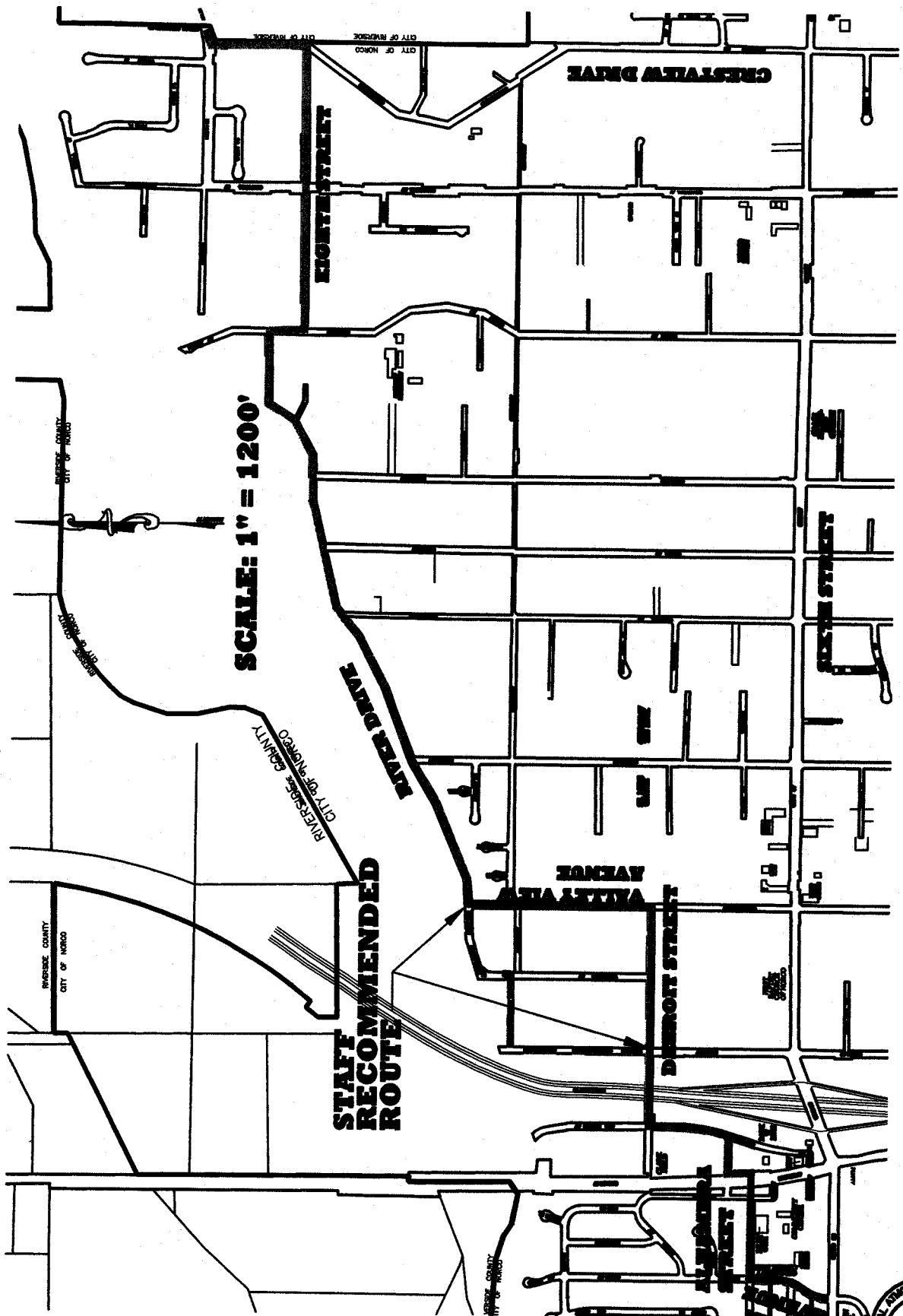
SCALE: 1" = 1200'

CLASS II BIKEWAY (BIKE LANE)
CLASS III BIKEWAY (BIKE ROUTE)



CLASS II BIKEWAY (BIKE LANE)

CLASS III BIKEWAY (BIKE ROUTE)



SCALE: 1" = 1200'

**STAFF
RECOMMENDED
ROUTE**

SANTA ANA RIVER TRAIL AND PARKWAY



Exhibit "B"
Schedule of Fees
Santa Ana River Trail
City of Norco Cost Proposal - Bike Trail Development

| Task/ Item: | Task/Item Description: | Unit of Measurement/ Quantity) | Cost Per Unit/ Quantity | Total Cost |
|------------------------|---|---|--------------------------------|---------------------|
| Task 1: | Roadway Striping and Marking (thermoplastic paint) | | | |
| | 1a: Thermoplastic Striping | | | |
| | 1b: Symbols Road Markings | | | |
| | | | Sub-Total Cost | \$27,915.52 |
| Task 2: | Road Work | | | |
| | 2a: Pavement Removal | | | |
| | 2b: Pavement Overlay | | | |
| | 2c: Pavement Replacement | | | |
| | | | Sub-Total Cost | \$186,775.00 |
| Task 3: | Route Signage | | | |
| | 3a: Equipment | Hourly | \$45/hour, 8 hours | \$360.00 |
| | 3b: Installion/Labor | Hourly/2 PW Maintenance Workers | \$77.33/hour, 16 hours | \$1,237.28 |
| | 3c: Materials~.008 Aluminum Signs with 3M diamond Grade Vinyl Graffiti Proof (R26 high intensity signs with 1160 overlay) | Various | Various | \$6,306.45 |
| | | | Sub-Total Cost | \$7,903.73 |
| | Includes: (103) 18" x 24" Signs (4) 24" x 24" Signs (214) Vandal Resistant nut/bolt set (214) Aluminum Drive Rivet (107) 2" x2" x 10 unistrut post (107) Heavy Duty sign anchor | | | |
| Task 4: | Design/Inspection | | | |
| | 4a: Design | Hourly Deputy Engineer | \$55/hour, 40 hours | \$2,200.00 |
| | 4b: Inspection | Hourly Engineer Inspector | \$34.493/hour, 30 hours | \$1,034.80 |
| | | | Sub-Total Cost | \$3,234.80 |
| | | | Project Sub-Total | \$225,829.05 |
| | | | Project Contingency 10% | \$22,582.91 |
| | | | Project Total | \$248,411.96 |