

**COOPERATIVE AGREEMENT
BETWEEN
CITY OF REDLANDS
AND
COUNTY OF SAN BERNARDINO
FOR
EAST VALLEY CORRIDOR BIKE ROUTE INTERCONNECT PROJECT**

This cooperative agreement for development of a bicycle route (“Agreement”) is made by and between the county of San Bernardino (“COUNTY”) and the city of Redlands (“REDLANDS”), COUNTY and REDLANDS are sometimes individually referred to herein as a “Party” and, together, as the “Parties.”

RECITALS

WHEREAS, the Parties have worked cooperatively in the preparation of two grant applications to secure funding for the potential development and construction of a regional bikeway project titled “EAST VALLEY CORRIDOR BIKE ROUTE INTERCONNECT PROJECT” (“PROJECT”) as depicted in Exhibit “A,” which is attached hereto and incorporated herein by this reference; and

WHEREAS, REDLANDS was the implementing agency and COUNTY was the partnering agency in the two grant applications; and

WHEREAS, the PROJECT has been awarded two hundred sixty four thousand four hundred one dollars (\$264,401) of Transportation Development Act (“TDA”) Article 3 funds by the San Bernardino County Transportation Authority (“SBCTA”); two million sixty three thousand dollars (\$2,063,000) of Active Transportation Program (“ATP”) Cycle 3 funds by the California Transportation Commission; and forty nine thousand dollars (\$49,000) of ATP Augmentation funds by the California Transportation Commission; and

WHEREAS, the PROJECT lies within the jurisdiction of the Parties; and

WHEREAS, the PROJECT includes: (1) Class II Bike Lane on San Bernardino Avenue, between Mountain View Avenue and Alabama Street; (2) Class II Bike Lane on Alabama Street, between Lugonia Avenue and Pioneer Avenue; and (3) Class I and IV Bike Paths on Alabama Street, between River Bluff to Highland/San Bernardino city limits; and

WHEREAS, a Class III Bike Route is proposed with the future Santa Ana River Trail Phase IV project under COUNTY’s Regional Parks Department, which will connect from California Street to the Santa Ana River Trail. This Class III Bike Route is excluded from this Agreement; and

WHEREAS, the total estimated cost for the PROJECT is two million six hundred forty one thousand four hundred one dollars (\$2,641,401); and

WHEREAS, the total grant award for the PROJECT is two million three hundred seventy six thousand four hundred one dollars (\$2,376,401), and the grant matching funds for the PROJECT will be provided by REDLANDS and COUNTY. REDLANDS' matching share is estimated to be two hundred twenty one thousand dollars (\$221,000), and COUNTY's matching share is estimated to be forty four thousand dollars (\$44,000); and

WHEREAS, the estimated PROJECT costs and the actual PROJECT costs were, and will be, determined based on the location of the PROJECT; and

WHEREAS, REDLANDS will serve as the lead agency for the PROJECT; and

WHEREAS, COUNTY is responsible to provide costs to complete additional construction at the intersection of San Bernardino Avenue and Nevada Street estimated to be one hundred thirty two thousand dollars (\$132,000); and

WHEREAS, the Parties wish to enter into an agreement to cooperate in the implementation of the PROJECT and to fund their respective shares of the PROJECT cost, as provided in Exhibit "B," which is attached hereto and incorporated herein by this reference;

NOW, THEREFORE, in consideration of the mutual promises contained herein, REDLANDS and COUNTY agree to the following:

SECTION I

REDLANDS AGREES TO:

1. Act as the implementing agency in the execution of the entire PROJECT. As such, REDLANDS shall be the sole Party that contracts with consultants and contractors for environmental processing and mitigation, design, right-of-way acquisition, utility relocation, construction and construction engineering of the PROJECT.
2. Include COUNTY in the PROJECT's development team meetings and related communications on the PROJECT's progress, and provide at least quarterly written schedule updates to COUNTY.
3. Provide plans and specifications for the PROJECT for COUNTY's review and approval, as well as obtain a no-cost permit from COUNTY for work performed within COUNTY's right-of-way.
4. Invoice COUNTY its estimate share of the PROJECT's costs, as detailed in Exhibit "B," after REDLANDS' award of a consulting contract for PROJECT design.
5. Submit to COUNTY an itemized accounting of actual PROJECT costs incurred by REDLANDS. If COUNTY's share of cost exceeds the sum of forty four thousand dollars (\$44,000) advancement by COUNTY, then the itemized account shall include

an invoice for COUNTY's share of the PROJECT costs in excess of the forty four thousand dollars (\$44,000) advanced payment. In no event shall COUNTY's matching share of the PROJECT's cost exceed fifty five thousand dollars (\$55,000) (COUNTY's estimated share of the PROJECT's cost plus twenty-five percent) absent a written amendment to this Agreement approved by the PARTIES, pursuant to Section III, paragraph 3. REDLANDS will be responsible for expenditures incurred on that portion of the PROJECT located within REDLANDS' jurisdiction and COUNTY will be responsible for expenditures incurred on that portion of the PROJECT located within COUNTY's unincorporated jurisdiction.

6. Coordinate with SBCTA and Caltrans regarding the TDA Article 3 grant and the ATP Cycle 3 grant, and apply for reimbursement.
7. Establish and maintain an accounting system conforming to generally accepted accounting principles to support accounting activities associated with the delivery of the PROJECT by REDLANDS.
8. Maintain all source documents, books and records connected with REDLANDS' performance under this Agreement for a minimum of five (5) years from the date the Notice of Completion of the PROJECT construction contract is recorded in the official records of COUNTY, or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of COUNTY. Copies will be made and furnished by REDLANDS upon request.
9. Abide by all SBCTA, State and Federal policies, procedures, and regulations applicable to the PROJECT.
10. Be responsible for the on-going maintenance of the completed improvements located within REDLANDS.
11. Require REDLANDS' contractors to comply with all applicable laws and regulations, including Labor Code sections 1720 et seq. and 1770 et seq. that concern the payment of prevailing wages. When applicable, REDLANDS shall fill out and submit to the California Department of Industrial Relations a PWC-100 form.
12. Accept all payments from COUNTY via electronic funds transfer ("EFT") directly deposited into the REDLANDS' designated checking or other bank account. REDLANDS shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

SECTION II

COUNTY AGREES TO:

1. Review the plans and specifications of the PROJECT, and, through COUNTY's Road Commissioner, approve the plans and specification and provide a no-cost permit to REDLANDS for its work in COUNTY's right-of-way.
2. Be responsible for paying to REDLANDS its respective share of PROJECT costs, as outlined in Exhibit "B," based on invoices supplied to COUNTY by REDLANDS. COUNTY shall be responsible for the estimated sum of forty four thousand dollars (\$44,000). In no event shall the COUNTY's matching share of the PROJECT's cost exceed fifty five thousand dollars (\$55,000) (COUNTY's estimated share of the PROJECT's cost plus twenty-five percent) absent a written amendment to this Agreement approved by the Parties, pursuant to Section III, paragraph 3.
3. Be responsible to provide costs to complete additional construction at the intersection of San Bernardino Avenue and Nevada Street, as outlined in Exhibit "B," estimated to be one hundred thirty two thousand dollars (\$132,000).
4. In no event shall COUNTY's share of the PROJECT cost exceed two hundred twenty thousand dollars (\$220,000) absent a written amendment to this Agreement approved by both PARTIES, pursuant to Section III paragraph 3.
5. Reimburse REDLANDS for expenditures incurred on that portion of the PROJECT located within COUNTY's jurisdiction within sixty (60) days following receipt of an invoice from REDLANDS.
6. Assist in relocation or removal of utilities that interfere with construction of the portion of the PROJECT located within COUNTY's unincorporated jurisdiction. This shall be included as a PROJECT cost.
7. Assist in acquisition of street rights-of-way and temporary construction easements needed for construction of the portion of the PROJECT located within COUNTY's unincorporated jurisdiction. This shall be included as a PROJECT cost.
8. Be responsible for the on-going maintenance of the completed improvements located within COUNTY's jurisdiction, so long as the improvements are located within COUNTY's maintained road system.

SECTION III

IT IS MUTUALLY AGREED:

1. That this Agreement applies to all phases and scope of work for the PROJECT, as described in Exhibit "B."

2. Indemnification and Insurance.
 - a. REDLANDS shall indemnify, defend, and hold harmless COUNTY, and its elected and appointed officials, officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of REDLANDS' negligent acts or omissions, or willful misconduct, which arise from REDLANDS' performance of its obligations under this Agreement.
 - b. COUNTY shall indemnify, defend, and hold harmless REDLANDS and its elected and appointed officials, officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability resulting from COUNTY's negligent acts or omissions, or willful misconduct, which arise from COUNTY's performance of its obligations under this Agreement.
 - c. In the event COUNTY and/or REDLANDS is found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, COUNTY and/or REDLANDS shall indemnify the other to the extent of its comparative fault.
 - d. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own cost, including attorneys' fees. This paragraph does not apply to costs or attorneys' fees relative to the defense and indemnification obligations described in this Section III, paragraph 2.
 - e. REDLANDS and COUNTY are authorized self-insured public entities for purposes of professional liability, automobile liability, general liability, and workers' compensation and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
 - f. REDLANDS shall require all contractors and vendors providing PROJECT services to have appropriate and adequate insurance coverage for the mutual protection and benefit of the Parties. Except for Workers' Compensation, Errors and Omissions and Professional Liability policies, REDLANDS shall require and ensure that all REDLANDS' contractors performing PROJECT services shall have insurance policies that contain endorsements naming COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for COUNTY to vicarious liability but shall allow coverage for COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by the Parties.

4. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement shall take effect on the date the last Party to the Agreement signs (the “Effective Date”).
5. The recitals are incorporated into the body of this Agreement.
6. That this Agreement will commence on its Effective Date, and shall terminate upon REDLANDS’ provision of a written notice of completion of the PROJECT to COUNTY or December 31, 2023, whichever is later, unless any PROJECT accounting remains unsettled between the Parties, or between the Parties and either of the grant agencies. This Agreement may be amended or terminated by mutual written consent of the Parties. This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days advance written notice to the other Party; provided, however, that neither Party may terminate this Agreement after REDLANDS has awarded a contract to construct the PROJECT. The defense and indemnification provisions identified in this Section III, Paragraph 2, as well as REDLANDS’ responsibilities identified in Section I, Paragraphs 8 through 9, shall survive termination of this Agreement. The Parties agree that the provisions governing utility relocation, right-of-way acquisition and construction are dependent upon the Parties first satisfying all applicable environmental laws (e.g. the California Environmental Quality Act (“CEQA”). As provided in this paragraph, the Agreement may be cancelled with or without cause, before, during, and after CEQA review/approval.

SIGNATURE PAGE
REDLANDS EAST VALLEY CORRIDOR BIKE ROUTE AGREEMENT

City of Redlands

County of San Bernardino

By: 
PAUL W. FOSTER
Mayor

By: _____
CURT HAGMAN
Chair, Board of Supervisors

Date: 10/6/20

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
DANIEL J. McHUGH
City Attorney

By: _____
SUZANNE BRYANT
Deputy County Counsel

Attest: 
Jeanne Donaldson, City Clerk

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
Of the County of San Bernardino

By _____

EXHIBIT "A"

Project Description

This project may install a class I, II, and IV bikeways across portions of the Santa Ana River along Alabama Street from the Highland/San Bernardino city limits; San Bernardino Avenue between the western Redlands city limits and Alabama Street and along Alabama Street from Lugonia Avenue north to the Santa Ana River Trail as shown in more detail below.

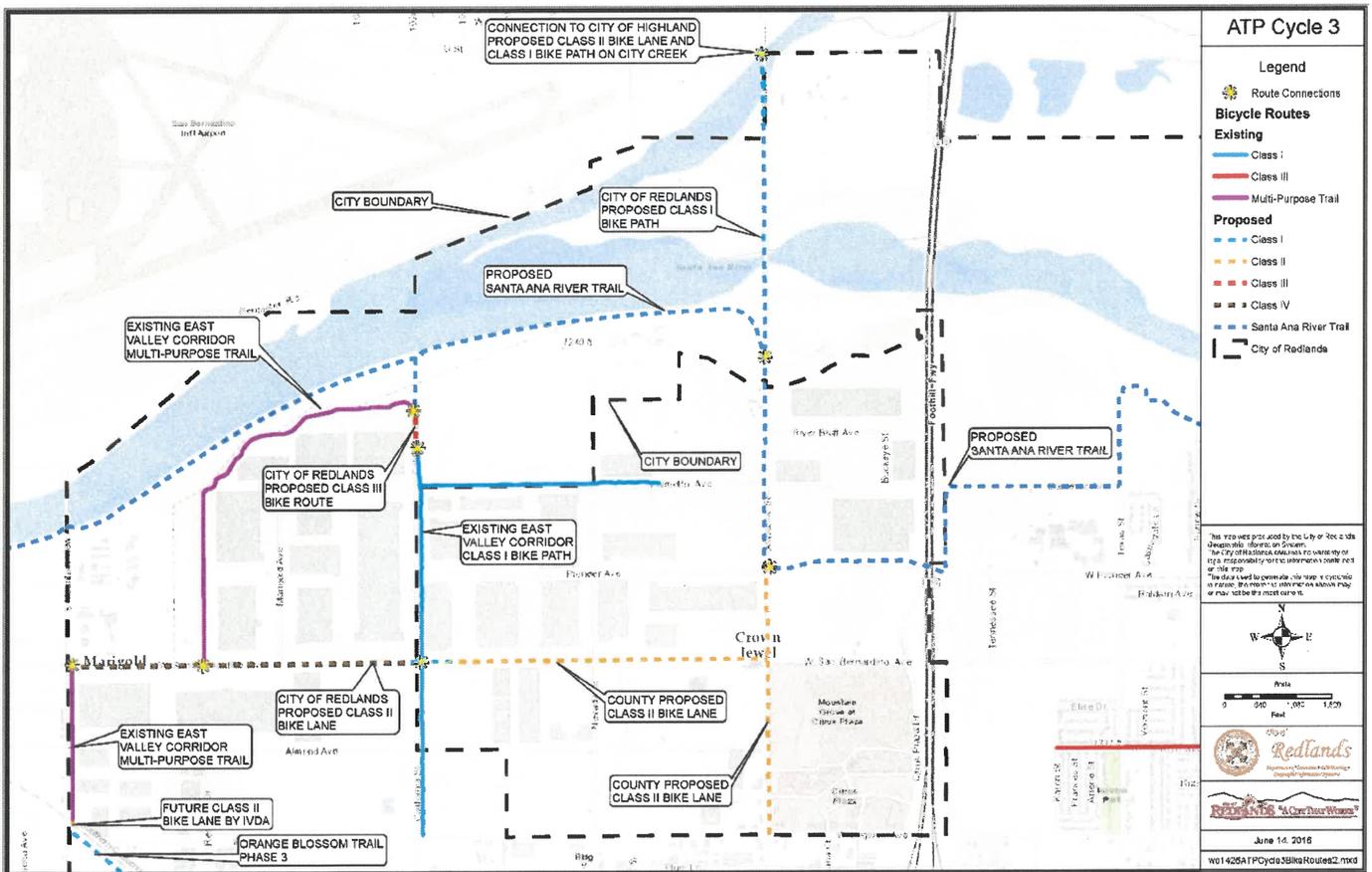


EXHIBIT "B"

Project Cost and Funding Estimates

Funding Plan											
Budget			Reimbursement Ratios				Funding Amount				
Fund Type	Fund Source	Award Amount	Environmental	PS&E	R/W	Construction	Environmental	PS&E	R/W	Construction	Totals
State	ATP Cycle 3	\$ 2,063,000	0.00%	0.00%	0.00%	95.40%	\$ -	\$ -	\$ -	\$ 2,063,000	\$ 2,063,000
State	ATP Augmentation	\$ 49,000	0.00%	0.00%	0.00%	2.27%	\$ -	\$ -	\$ -	\$ 49,000	\$ 49,000
Local	TDA/SBCTA	\$ 264,401	9.89%	49.41%	59.26%	2.33%	\$ 9,000	\$ 125,000	\$ 80,000	\$ 50,401	\$ 264,401
Local	Redlands	\$ 221,000	90.11%	33.20%	40.74%	0.00%	\$ 82,000	\$ 84,000	\$ 55,000	\$ -	\$ 221,000
Local	County of SB	\$ 44,000	0.00%	17.39%	0.00%	0.00%	\$ -	\$ 44,000	\$ -	\$ -	\$ 44,000
		\$ 2,641,401	100.00%	100.00%	100.00%	100.00%	\$ 91,000	\$ 253,000	\$ 135,000	\$ 2,162,401	\$ 2,641,401

Additional Costs to County				
Item	PS&E	R/W	Construction	
Curb and Gutter	\$ -	\$ -	\$ 39,850.00	
AC Pavement	\$ 22,000.00	\$ -	\$ 70,150.00	
				Total Cost to County of SB
Total	\$ 22,000.00	\$ -	\$ 110,000.00	\$ 132,000.00