

**COOPERATIVE AGREEMENT
BETWEEN
CITY OF HIGHLAND
AND
CITY OF REDLANDS
FOR
HIGHLAND/REDLANDS REGIONAL CONNECTOR PROJECT**

This AGREEMENT is made and entered into this 7th day of February 2017 (“Effective Date”) by and between the City of Highland (hereinafter referred to as HIGHLAND) and the City of Redlands (hereinafter referred to as REDLANDS), sometimes individually referred to as a PARTY and, collectively referred to as the PARTIES.

WITNESSETH

WHEREAS, HIGHLAND and REDLANDS worked cooperatively in the preparation of two grant applications to secure funding for development and construction of a regional bikeway/walkway project entitled HIGHLAND/REDLANDS REGIONAL CONNECTOR PROJECT (hereinafter referred to as the PROJECT); and

WHEREAS, HIGHLAND was the Implementing Agency and REDLANDS was the Partnering Agency in the two grant applications; and

WHEREAS, the PROJECT has been awarded \$702,562 Transportation Development Act (TDA) Article 3 funds by San Bernardino County Transportation Authority (SBCTA) and \$3,635,575 Active Transportation Program (ATP) Cycle 2 funds by the California Transportation Commission; and

WHEREAS, the PROJECT lies within the jurisdiction of HIGHLAND and REDLANDS; and

WHEREAS, based on the projected amount of the PROJECT costs for the portions of the PROJECT located within HIGHLAND and REDLANDS that were used in the two grant applications, the amount of TDA Article 3 funds applicable to HIGHLAND and REDLANDS is \$430,144 and \$272,418 respectively, and the amount of ATP Cycle 2 funds applicable to HIGHLAND and REDLANDS is \$2,242,936 and \$1,392,639 respectively; and

WHEREAS, the PARTIES acknowledge that each PARTY is responsible for the full cost of the portion of the PROJECT located within its respective jurisdictional boundaries; and

WHEREAS, the PARTIES recognize that PROJECT costs are subject to change and that it is the intent of the PARTIES that each PARTY shall pay for its share of final PROJECT costs, net of grant funding; and

WHEREAS, the PARTIES wish to enter into a Cooperative Agreement to cooperate in the implementation of the PROJECT and to fund their respective PROJECT share for the various phases of the PROJECT;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the PARTIES agree to the following:

SECTION I

HIGHLAND AGREES TO:

1. Act as Implementing Agency in the execution of the entire PROJECT located within HIGHLAND and REDLANDS. As such, HIGHLAND shall be the sole PARTY that contracts with consultants and contractors for environmental processing and mitigation, design, right-of-way acquisition, construction and construction engineering of the PROJECT.
2. Include REDLANDS in the PROJECT's development team meetings and related communications on the PROJECT's progress and to provide at least quarterly written schedule updates to REDLANDS.
3. Maintain up-to-date PROJECT cost estimates and keep REDLANDS informed in writing of the cost estimates.
4. Be responsible for the full cost of the PROJECT located within HIGHLAND.
5. Pay its share of the PROJECT costs if grant funding is reduced, relinquished, deobligated or otherwise no longer available.
6. Invoice REDLANDS for its share of the PROJECT costs no more frequently than once per month. Consultants/Contractor invoices shall be included with invoices to REDLANDS as the basis for substantiating the invoice amount for eligible PROJECT expenditures.
7. Coordinate with SBCTA and Caltrans regarding the TDA Article 3 grant and the ATP Cycle 2 grant and apply for reimbursement no less frequently than biannually.
8. Upon receipt of TDA Article 3 and ATP Cycle 2 grant funds, reimburse REDLANDS its share of the grants within sixty (60) days.
9. Establish and maintain an accounting system conforming to Generally Accepted Accounting Principles to support accounting activities associated with the delivery of the PROJECT by HIGHLAND and produce monthly reports which clearly identify

invoice payments for the PROJECT, including information of the PROJECT funding sources.

10. Repay REDLANDS any PROJECT costs paid by REDLANDS that are determined by subsequent audit conducted by SBCTA, Caltrans or other government audit agencies to be the PROJECT costs that HIGHLAND is responsible for within sixty (60) days of REDLANDS and HIGHLAND receiving notice of audit findings.
11. Maintain all source documents, books and records connected with HIGHLAND'S 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, or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of REDLANDS. Copies will be made and furnished by HIGHLAND upon request.
12. Abide by all SBCTA, State and Federal policies, procedures, and regulations applicable to the PROJECT.
13. Be responsible for the on-going maintenance of the completed improvements located within HIGHLAND.

SECTION II

REDLANDS AGREES TO:

1. Be responsible for paying to HIGHLAND the full cost HIGHLAND incurs for the part of the PROJECT that is located within REDLANDS based on invoices supplied to REDLANDS by HIGHLAND.
2. Pay its share of the PROJECT costs if grant funding is reduced, relinquished, deobligated or otherwise no longer available.
3. Reimburse HIGHLAND for expenditures incurred on that portion of the PROJECT located within REDLANDS within thirty (30) days following receipt of an invoice from HIGHLAND.
4. Repay HIGHLAND any PROJECT costs that are determined by subsequent audit conducted by SBCTA, Caltrans, or other government auditing agencies to be PROJECT costs that REDLANDS is responsible for within sixty (60) days of HIGHLAND and REDLANDS receiving notice of audit findings.
5. Repay HIGHLAND within sixty (60) days the amount of grants received by REDLANDS, via HIGHLAND, if a subsequent audit conducted by SBCTA, Caltrans or other government auditing agencies determines that such grant amount is unallowable and must be returned by HIGHLAND to the grant agencies.

6. Assist in relocation or removal of utilities that interfere with construction of the portion of the PROJECT located within REDLANDS.
7. Assist in acquisition of street rights-of-way and temporary construction easements needed for construction of the portion of the PROJECT located within REDLANDS.
8. Be responsible for the on-going maintenance of the completed improvements located within REDLANDS.

SECTION III

IT IS MUTUALLY AGREED:

1. That this Agreement applies to all phases and scope of work for the PROJECT, as described in Attachment "A."
2. That eligible PROJECT expenditures shall be limited to the PROJECT-specific work activities described in Attachment "A" to this Agreement and shall not include escalation, interest, or other fees.
3. Each PARTY shall defend, indemnify and hold harmless the other PARTY from and against any claim of liability, damages, costs or loss, including costs and attorneys' fees, from personal injury or death to persons, or property damage (collectively "Claims") resulting from or arising out of the negligence or willful misconduct of either PARTY, or its elected officials, employees, contractors or agents, except to the extent such Claims may be caused by or result from the negligence or willful misconduct of the other PARTY, or its elected officials, employees, contractors or agents. Further, HIGHLAND shall require its contractors to defend, indemnify and hold harmless REDLANDS and its elected officials, employees and agents from and against any and all claims, losses or liability, including costs and attorneys' fees, arising from injury or death to persons or damage to property occasioned by or resulting from any negligent act, omission or failure to act, or willful misconduct by any contractor or its officers, employees and agents in constructing the PROJECT.
4. That this Agreement shall commence on its Effective Date and shall terminate upon HIGHLAND's provision of a written notice of completion of the PROJECT to REDLANDS, unless any PROJECT accounting remains unsettled between the PARTIES, or between the PARTIES and either of the grant agencies. Upon settlement of any such accounting issues, HIGHLAND shall then issue a written notice of completion of the PROJECT and this Agreement shall be deemed terminated as of such date. This Agreement may be extended or terminated by mutual written consent of the PARTIES.

City of Highland

City of Redlands

By: _____
PENNY LILBURN
Mayor

By: _____
PAUL W. FOSTER
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
CRAIG STEELE
City Attorney

By: _____
DANIEL J. McHUGH
City Attorney

Date: _____

Date: _____

ATTACHMENT “A”

Project Description

This Project, entitled Highland/Redlands Regional Connector, will construct new active transportation improvements including Class I, II, and IV Bicycle/Pedestrian paths, a bicycle/pedestrian bridge, bike signals & detection systems, pedestrian count-down heads, pavement sharrows, safety beacons, wayfinding signs, pedestrian lighting, and speed feedback signs. The Project is located along 1.75 miles of Orange Street, and 2.95 miles of seven other streets or easements in the cities of Highland and Redlands. The Project also includes implementation of Safe Routes to School (SRTS) program activities at Arroyo Verde and Highland Grove Elementary Schools, and Beattie Middle School.

Project Scope of Improvements

Area I (Highland)

- a. Construct new Class I bikeways and appurtenances along:
 - ... Orange Street between the south City Limit Line and Pole Line Trail
 - ... Lot “Y” Easement between Eucalyptus Drive and Streater Drive
- b. Construct new Class II bikeways and appurtenances along:
 - ... Orange Street between Pole Line Trail and Eucalyptus Drive
 - ... Streater Drive between Base Line and Glenheather Drive
 - ... Glenheather Drive between Streater Drive and Church Street
 - ... Love Street between Church Street and Elder Gulch Paseo
 - ... Boulder Avenue/Orange Street between CEMEX Entrance and Greenspot Road (Pavement Widening)
- c. Construct a new bicycle/pedestrian bridge in the proposed new Class I Bikeway along the east side of Orange Street over Plunge Creek.
- d. Construct pavement widening at the following locations:
 - ... Orange Street between Pole Line Trail and Eucalyptus Drive
 - ... Boulder Avenue/Orange Street between CEMEX Entrance and Greenspot Road
- e. Install drainage culverts under the proposed new Class I Bikeway along the east side of Orange Street where crossing an existing drainage ditch.
- f. Install solar powered warning beacons, Botts dots and “Share the Road” signs along Orange Street where the roadway narrows and sharrows are proposed near the:

- ... Northwest end of the existing bridge over Plunge Creek
 - ... Southeast end of the existing bridge over Plunge Creek
- g. Install new solar powered decorative LED pedestrian lights and appurtenances on the proposed Class I bikeways along Orange Street north of City Limit Line, and within the Lot “Y” easement between Orange Street and Streater Drive.
 - h. Construct solar powered speed feedback signs and appurtenances along Orange Street between Plunge Creek and the CEMEX Entrance (two required).
 - i. Install new bicycle traffic signal heads and appurtenances on the existing traffic signal at the intersection of Orange Street and the CEMEX Entrance within Highland.
 - j. Install pedestrian countdown heads on the existing traffic signal at the Orange Street/Greenspot Road intersection for the south and east legs of the intersection (four required).
 - k. Install in-roadway bicycle detection systems and appurtenances at signalized intersections within Project limits in Highland, including all bike lane approaches at each of the following:
 - Orange Street/CEMEX Entrance
 - Boulder Avenue/Greenspot Road
 - Greenspot Road/Orange Street
 - Base Line/Streater Drive
 - l. Install in-roadway bicycle detection systems for the lighted crosswalk on Glenheather Drive/Love Street/Church Street intersection.
 - m. Install new bike racks and appurtenances at:
 - Beattie Middle School (one)
 - Highland Grove Elementary School (one)
 - n. Apply thermoplastic pavement striping and pavement markings within Project limits in Highland, including:
 - Travel Lanes
 - Bike Lanes
 - Sharrows
 - Crosswalks
 - Striped Buffers
 - o. Apply slurry seal on streets within Project limits in Highland, including:

- Orange Street
 - Boulder Avenue
 - Streater Drive
 - Glenheather Drive
 - Love Street
- p. Install Bollards or other feature to prevent unauthorized vehicular access to the new bicycle/pedestrian bridge.
- q. Install bicycle way-finding signs along all bikeways within Project limits in Highland.
- r. Install crosswalks at the following locations:
- Orange Street/CEMEX Entrance (across the north leg of the intersection)
 - Greenspot Road/Orange Street (across the north, east and west legs of the intersection)
- s. Implement Safe Routes to School Program activities and events at:
- Arroyo Verde Elementary School
 - Highland Grove Elementary School
 - Beattie Middle School

Area II (Redlands)

- t. Construct new Class I bikeways and appurtenances along:
- ... Pioneer Street between Texas Street and Orange Street
 - ... Orange Street between Santa Ana River Trail and the north City Limit Line
- u. Construct new Class IV Bikeway and appurtenances on:
- ... Orange Street between Pioneer Street and Santa Ana River Trail
- v. Install new solar powered decorative LED pedestrian lights and appurtenances on the proposed Class I bikeways along Pioneer Street, and Orange Street south of north City Limit Line.
- w. Install new bicycle traffic signal heads and appurtenances on the existing traffic signal at the intersection of Orange Street and the CEMEX Entrance within Redlands.
- x. Install pedestrian countdown heads on the existing traffic signal at the Orange Street/CEMEX Entrance intersection for the north and west legs of the intersection (four required).

- y. Install in-roadway bicycle detection systems and appurtenances at signalized intersections within the Project limits in Redlands, including all bike lane approaches at the Orange Street/CEMEX Entrance intersection.
- z. Install new Bike Racks and appurtenances at:
 - Citrus Valley High School (two)
- aa. Apply thermoplastic pavement striping and pavement markings within the Project limits in Redlands, including:
 - Travel Lanes
 - Bike Lanes
 - Sharrows
 - Crosswalks
- bb. Construct new curb ramps (eight required).
- cc. Construct new curb and gutter, pavement widening, and new raised curb median on Pioneer Street between Texas Street and Orange Street.
- dd. Construct new sidewalk on:
 - Pioneer Street between Texas Street and Orange Street
 - Orange Street between Pioneer Street and Santa Ana River Trail
- ee. Install crosswalks at the following intersections:
 - Pioneer Street/Texas Street (across the north leg of the intersection)
 - Orange Street/CEMEX Entrance (across the north leg of the intersection)

Areas I and II (Highland and Redlands)

- ff. Clear and grub throughout the Project limits, including pavement and concrete removals, as necessary to make way for proposed improvements.
- gg. Excavate and grade throughout the Project limits as necessary to achieve proposed final grades.
- hh. Relocate and/or adjust all utilities as required to make way for the proposed new improvements.

Project Cost Estimate

Phase	Total Cost	Highland	Redlands
Environmental	\$200,000	\$100,000	\$100,000
Design	\$334,729	\$203,476	\$131,253
Right-of-Way	\$110,000	\$110,000	\$0.00
Construction	\$3,849,390	\$2,339,979	\$1,509,411
Public Outreach	\$50,000	\$50,000	\$0.00
Total	\$4,544,119	\$2,803,455	\$1,740,664

Project Funds Sources

	Highland	Redlands
TDA Article 3	\$430,144	\$272,418
ATP	\$2,242,936	\$1,392,639
Local Match	\$130,375	\$75,607
Total	\$2,803,455	\$1,740,664

Project Exhibit

