RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM

(Transportation Development Act Article 3; Senate Bill 821)

This Funding Agreement ("AGREEMENT") is entered into as of ______, 2023 ("Effective Date"), by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and City of Corona ("RECIPIENT"). RCTC and RECIPIENT may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.
- B. Under RCTC's SB 821 Bicycle and Pedestrian Facilities Program ("PROGRAM"), cities and counties in the County of Riverside are notified of the availability of PROGRAM funding and a call for projects ("CALL FOR PROJECTS") is anticipated to be issued biennially by RCTC.
- C. On February 6th, 2023, a CALL FOR PROJECTS was published by RCTC seeking applications for FY 2023/24 PROGRAM funding, which applications were reviewed in accordance with the applicable evaluation criteria included in the CALL FOR PROJECTS.
- D. Based on the application attached as <u>Attachment 1</u> and incorporated herein by this reference, RECIPIENT has been selected to receive PROGRAM funding for its proposed Bicycle Master Plan Update Project ("PROJECT").
- E. Funding for the PROJECT shall be provided pursuant to the terms contained in this AGREEMENT and pursuant to applicable PROGRAM policies adopted by RCTC, which are attached hereto and incorporated herein as Attachment 2.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

- 1. <u>Incorporation of Recitals</u>. The Parties acknowledge and agree that the above recitals are true and correct, and hereby incorporate those recitals by this reference into the AGREEMENT.
- 2. RCTC Funding Amount. RCTC hereby agrees to distribute to the RECIPIENT, on the terms and conditions set forth herein, a sum not to exceed Four Hundred Thousand Dollars (\$400,000), to be used exclusively for reimbursing the RECIPIENT for eligible expenses as described herein ("FUNDING AMOUNT"). RECIPIENT acknowledges and agrees that the FUNDING AMOUNT may be less than the actual and final cost of the PROJECT, which final costs are the sole responsibility of RECIPIENT, and RCTC will not contribute PROGRAM funds in excess of the maximum authorized in this Section 2 unless otherwise

mutually agreed to in writing by the PARTIES. In the event the FUNDING AMOUNT is not fully utilized by RECIPIENT for the PROJECT, the unused FUNDING AMOUNT must be returned to RCTC within ninety (90) ninety days of a written request by RCTC unless RECIPIENT can demonstrate in writing, subject to written approval by RCTC in its sole discretion, the following: (i) valid reason for why PROJECT costs were significantly lower than the estimate included in RECIPIENT's attached application for funding, and (ii) written proposal for how any unused FUNDING AMOUNT will be used for a proposal to support the PROJECT or other use that supports the goals and requirements of the PROGRAM.

Eligible Project Costs. Reimbursement for PROJECT costs 2.1 ("REIMBURSEMENT") may only include those items expressly allowed for under Article 3 of the Transportation Development Act (California Public Utilities Code section 99200 et seg.). which provides that funding shall be allocated for the construction, including related engineering expenses, of facilities based on the PROGRAM policies adopted by RCTC, provided that such items are included in the scope of work included in the application, attached as Attachment 1 ("SCOPE OF WORK"). All PROJECT costs not included in the SCOPE OF WORK and not expressly permitted under Article 3 of the Transportation Development Act and the PROGRAM policies shall be considered ineligible for REIMBURSEMENT. In the event the SCOPE OF WORK needs to be amended, RECIPIENT shall submit a scope change request electronically via RCTC's online tracking and reporting system known as the Rivtrack system and accessible at https://rivtrack.rctc.org/ ("Rivtrack system"). The electronically submitted scope change request must include the reasons for the requested change and confirmation that costs associated with the proposed amendment are eligible for PROGRAM reimbursement. Such request is subject to written approval by RCTC, in RCTC's sole discretion.

In the event of any ambiguity between this AGREEMENT, PROGRAM policies, and applicable law, the following order of precedence will govern: (1) applicable law; (2) PROGRAM policies; (3) this AGREEMENT. In the case of any conflict between this Agreement and any of its attachments, the body of this Agreement shall govern. Notwithstanding the foregoing, in the case of a conflict, the most stringent requirement shall govern, unless prohibited by applicable law or otherwise agreed upon by RCTC.

- 2.2 <u>Timing for Project Completion</u>. In accordance with the PROGRAM policies attached hereto as <u>Attachment 2</u>, RECIPIENT has thirty-six (36) months to complete the PROJECT from the date of this AGREEMENT, unless otherwise agreed to in writing by the PARTIES. If the PROJECT is not completed within 36 months, RCTC shall have the sole discretion to delete the PROJECT from the PROGRAM and reprogram the funding for future approved PROGRAM projects. RECIPIENT will not be reimbursed until the PROJECT is accepted as complete by RCTC following the submission of the PROGRAM funding claim form completed electronically via the Rivtrack system. In the event additional time is needed for the completion of the PROJECT, RECIPIENT may submit a time extension request electronically via the Rivtrack system. Before and after PROJECT photographs must be uploaded with the CLAIM FORM upon PROJECT completion, as well as copies of paid invoices and any other backup requested for repayment and audit purposes.
- 2.3 <u>Increases in Project Funding.</u> The FUNDING AMOUNT may, at RCTC's sole discretion, be augmented with additional PROGRAM funds and local agency match funds proportionate to the amounts included in Section 3 if there is a FUNDING AMOUNT balance and the RECIPIENT provides justification as to the reason for the funding increase. Any such increase in the FUNDING AMOUNT must be approved in writing by

RCTC's Executive Director and RCTC shall be under no obligation whatsoever to approve any increase in the FUNDING AMOUNT. No such increased funding shall be expended to pay for any PROJECT work already completed.

- 2.4 <u>Cost Savings</u>. In the event that bids or proposals for the PROJECT are lower than anticipated, or there are cost savings for any other reason, the FUNDING AMOUNT shall be reduced through an amendment to the AGREEMENT. RECIPIENT shall inform RCTC of any cost savings and any cost savings shall be returned to RCTC or may be reprogrammed with written approval by RCTC for other RECIPIENT projects that align with the PROGRAM. No PROGRAM funding may be used for projects not approved by RCTC. If RECIPIENT provides a local match commitment and there are cost savings on the PROJECT, RCTC will still be reimbursed at the matching ratio as presented in the Project application despite such cost savings in accordance with PROGRAM policies.
- 2.5 <u>No Funding for Temporary Improvements.</u> Only segments or components of improvements that are intended to form part of or be integrated into the PROJECT may be funded by PROGRAM funds. No improvement(s) which is/are temporary in nature, including but not limited to temporary lanes, curbs, or drainage facilities, shall be funded with PROGRAM funds except as needed for staged construction of the PROJECT.
- 2.6 Review and Reimbursement by RCTC. Upon submission into Rivtrack, of the final detailed invoice from the RECIPIENT clearly documenting work completed and corresponding costs, RCTC may request additional documentation or explanation of the SCOPE OF WORK costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the RECIPIENT within thirty (30) days. In the event that RCTC disputes the eligibility for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. Additional details concerning the procedure for the RECIPIENT's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Attachment 2.
- 2.7 <u>Recipient's Funding Obligation to Complete the Work; Limitation of RCTC Obligations.</u> In the event that the PROGRAM funds allocated to the SCOPE OF WORK represent less than the total cost of the PROJECT, RECIPIENT shall be solely responsible for providing such additional funds as may be required to complete the PROJECT. RCTC has no obligation with respect to the safety of any work performed under the SCOPE OF WORK, for the PROJECT, or at a PROJECT site. Further, RCTC shall not be liable for any action of RECIPIENT or its contractors relating to the condemnation of property undertaken by RECIPIENT or construction related to the PROJECT.
- 2.8 Recipient's Obligation to Repay Program Funds to RCTC. In the event it is determined, whether through a post-completion audit or otherwise, the PROJECT was not completed in accordance with the PROGRAM requirements or this AGREEMENT, RECIPIENT agrees that any PROGRAM funds distributed to RECIPIENT for the PROJECT shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues, if applicable. RECIPIENT acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due to RECIPIENT, in an amount not to exceed the total of the PROGRAM funds distributed to RECIPIENT, and/or initiate legal action to compel repayment, if the RECIPIENT fails to repay RCTC within a reasonable time period not to exceed one

hundred eighty (180) days, including any good faith negotiations, from receipt of written notification from RCTC that repayment is required due to failure to comply with the PROGRAM policies or this AGREEMENT.

- 2.9 Records Retention and Audits. RECIPIENT shall retain all PROJECT records in an organized manner for a minimum of three (3) years following completion of the PROJECT. PROJECT records shall be made available for inspection by RCTC upon request. If a post PROJECT audit or review indicates that RCTC has provided reimbursement to the RECIPIENT in an amount in excess of the FUNDING AMOUNT set forth in Section 2, or has provided reimbursement of ineligible PROJECT costs, the RECIPIENT shall reimburse RCTC for the excess or ineligible payments within thirty (30) days of notification by RCTC. This Section 2.9 does not supersede any rights or remedies provided to RCTC under Section 2.8 or applicable law.
- 3. Recipient's Local Match Contribution. RECIPIENT shall provide at least Two Hundred Thousand Dollars (\$200,000) of funding toward the SCOPE OF WORK, as indicated in RECIPIENT'S application attached as Attachment 1 and submitted to RCTC in response to its CALL FOR PROJECTS. RECIPIENT costs related to (i) preparation and administration costs related to invoices, billings and payments; (ii) any RECIPIENT fees attributed to the processing of the SCOPE OF WORK; and (iii) expenses for items not included within the attached SCOPE OF WORK shall be borne solely by the RECIPIENT and shall not qualify towards RECIPIENT's local match requirement in this Section 3.
- 4. <u>Term</u>: The term of this AGREEMENT shall be from the date first herein above written until: (i) the date RCTC formally accepts the PROJECT as complete, pursuant to Section 2.2; (ii) termination of this AGREEMENT pursuant to Section 14; or (iii) RECIPIENT has fully satisfied its obligations under this AGREEMENT. All applicable indemnification and insurance provisions of this AGREEMENT shall remain in effect following the termination of this AGREEMENT.
- 5. Recipient Responsibilities. RECIPIENT shall be responsible for all aspects of the PROJECT, in compliance with all applicable state and federal laws, including: (i) development and approval of plans, specifications and engineer's estimate in accordance with all applicable laws, regulations and building codes; obtaining any necessary environmental clearances; right of way acquisition; and, obtaining all permits required by impacted agencies prior to commencement of the PROJECT; (ii) all aspects of procurement, contracting, and administration of the contracts and claims for the PROJECT; (iii) all construction management of any construction activities undertaken in connection with the PROJECT, including surveying and materials testing; and, (iv) development of a budget for the PROJECT and SCOPE OF WORK prior to award of any contract for the PROJECT, taking into consideration available funding, including PROGRAM funds.
- 6. <u>Indemnification</u>. RECIPIENT shall defend, indemnify and hold RCTC, its officials, governing board members, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property, persons or government funding agency, including wrongful death ,arising out of or incident to any intentional or negligent acts, errors or omissions of the RECIPIENT, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of this AGREEMENT, the PROJECT or the SCOPE OF WORK. RECIPIENT'S obligation to indemnify includes

without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. RECIPIENT shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against RCTC, its officials, officers, employees, agents, and consultants in connection with this AGREEMENT. RECIPIENT shall pay and satisfy any judgment, award or decree that may be rendered against RCTC, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings, including any settlement. RECIPIENT's obligation to indemnify shall not be restricted to insurance proceeds. The indemnity obligation shall not apply to the extent of any negligence or willful misconduct of RCTC, its officials, officers, employees, agents, and consultants. This section shall survive the expiration or termination of this Agreement.

- 7. Expenditure of Funds by Recipient Prior to Execution of Agreement. RECIPIENT may commence the Project starting July 1, 2023, and costs incurred following such date will be eligible for reimbursement under this AGREEMENT, provided they otherwise meet the requirements herein, and provided that this AGREEMENT is executed no later than October 1, 2023.
- 8. Compliance with Applicable Laws and Insurance. RECIPIENT agrees to comply with all applicable laws and regulations, including public contracting laws, requirements for any local state or federal funding used, and records retention and performance reporting requirements concerning the SCOPE OF WORK and PROJECT, which applicable laws and regulations shall be passed on to contractors by RECIPIENT as applicable. RECIPIENT shall have the responsibility of making sure the appropriate amounts of insurance are included in all applicable agreements for the construction of the PROJECT and RCTC shall be named as an Additional Insured on all insurance certificates obtained for the completion of the PROJECT. PROJECT insurance funds shall be looked to first for the repayment of any claims determined to have merit.
- 9. Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this AGREEMENT. RECIPIENT's representative shall be the individual identified in the Project application as RECIPIENT'S representative to RCTC. RECIPIENT'S representative, or designee, shall have the authority to act on behalf of RECIPIENT for all purposes under this AGREEMENT and shall coordinate all activities with RCTC concerning the SCOPE OF WORK under the RECIPIENT's responsibility. RECIPIENT shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the PROJECT.
- 10. <u>Monitoring of Progress by RCTC</u>. RECIPIENT shall allow RCTC's designated representative, or designee, to inspect or review the progress of the work at any reasonable time with prior written notice by RCTC. RCTC may request that the RECIPIENT provide RCTC with progress reports concerning the status of the SCOPE OF WORK and PROJECT completion.
- 11. <u>Binding on Successors in Interest</u>. Each and every provision of this AGREEMENT shall be binding and inure to the benefit of the successors in interest of the Parties. Due to the specific obligations contemplated herein, this AGREEMENT may not be assigned by any Party hereto except with the prior written consent of the other Party.

- 12. <u>Independent Contractors.</u> Any person or entities retained by RECIPIENT or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the PROJECT shall at all times be under the exclusive direction and control of the RECIPIENT or contractor, whichever is applicable. The RECIPIENT or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the SCOPE OF WORK and as required by law. The RECIPIENT or contractor shall be responsible for all reports and obligations concerning such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.
- 13. <u>Conflicts of Interest.</u> For the term of this AGREEMENT, no member, officer or employee of RECIPIENT or RCTC, during the term of his or her service with RECIPIENT or RCTC, as the case may be, shall have any direct interest in this AGREEMENT, or obtain any present or anticipated material benefit arising therefrom.
- 14. <u>Termination</u>. This AGREEMENT may be terminated for cause or convenience as further specified below.
- 14.1 <u>Termination for Convenience</u>. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.
- 14.2 Effect of Termination for Convenience. In the event that RECIPIENT terminates this AGREEMENT for convenience, RECIPIENT shall, within 180 days, repay to RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. In the event that RCTC terminates this AGREEMENT for convenience, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT. This AGREEMENT shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 14.
- 14.3 <u>Termination for Cause</u>. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other Party of such termination and specifying the effective date thereof. The written notice shall provide a thirty (30) day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.
- 14.4 Effect of Termination for Cause. In the event that RECIPIENT terminates this AGREEMENT in response to RCTC's uncured material breach hereof, RCTC shall, within ninety (90) days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination. In the event that RCTC terminates this AGREEMENT in response to the RECIPIENT's uncured material breach hereof, the RECIPIENT shall, within one hundred eighty (180) days, repay to RCTC in full all

PROGRAM funds provided to RECIPIENT under this AGREEMENT. Notwithstanding termination of this AGREEMENT by RCTC pursuant to this Section 14.4, RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information. This AGREEMENT shall terminate upon receipt by the terminating Party of the amounts due it under this Section 14.4.

- 14.5 <u>No Program Funding</u>. In the event that RCTC determines there are inadequate PROGRAM funds for whatever reason, RCTC shall have the right to immediately terminate the AGREEMENT with written notice to RECIPIENT. In the event that RCTC terminates this AGREEMENT under this Section 14.5, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT.
- 14.6 <u>Cumulative Remedies.</u> The rights and remedies of the Parties provided in this Section 14 are in addition to any other rights and remedies provided by law or under this AGREEMENT.
- 15. Notice. All notices hereunder shall be in writing and shall be effective upon receipt by the other Party. All notices and communications between the Parties to this AGREEMENT shall be addressed as set forth below and provided by any of the following methods (i) personally delivered; (ii) sent by electronic mail, with a subject line clearly identifying this AGREEMENT, read receipt requested, and a cc: provided to the identified staff; (iii) sent by first-class mail, return receipt requested; or (iv) sent by overnight express delivery service with postage or other charges fully prepaid. Notwithstanding the foregoing, notices of dispute or termination sent by electronic mail must be followed by hard copy mailed notice to be effective. Notwithstanding the foregoing, invoices and requests for changes to the SCOPE OF WORK, shall be submitted through the Rivtrack system as specified in this AGREEMENT.

TO RCTC:

Anne Mayer Executive Director RCTC 4080 Lemon Street, 3rd Floor Riverside, California 92501 Phone: (951) 787-7141

e-mail: amayer@rctc.org

cc: JChan@RCTC.org

TO RECIPIENT:

Savat Khamphou Public Works Director City of Corona 400 South Vicentia Avenue Corona, California 92882 Phone: (951) 817-5765

email: Savat.Khamphou@CoronaCA.gov

Any party may update its address and contact information by providing written notice of the new information to the other Parties in accordance with this Section 15.

16. <u>Prevailing Wages</u>. RECIPIENT is alerted to the requirements of California Labor Code Sections 1770 <u>et seq</u>., which require the payment of prevailing wages where the SCOPE OF WORK or any portion thereof is determined to be a "public work," as defined therein.

RECIPIENT shall ensure compliance with applicable prevailing wage requirements by any person or entity hired to perform the SCOPE OF WORK or any portion thereof falling within the definition of "public work." RECIPIENT shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation reasonable attorneys' fees, arising from any failure or alleged failure to comply with California Labor Code Sections 1770 <u>et seq</u>. on the PROJECT.

- 17. <u>Equal Opportunity Employment.</u> The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sexual orientation, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 18. Entire Agreement. This AGREEMENT embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party acknowledges that no Party, agent or representative of the other Party has made any promise, representation or warranty, express or implied, not expressly contained in this AGREEMENT, that induced the other Party to sign this document. Modifications to this AGREEMENT shall be in the form of a written amendment executed by authorized representatives of the Parties to be bound.
- 19. Governing Law; Venue and Severability. This AGREEMENT shall be governed by, and be construed in accordance with, the laws of the State of California. Venue shall be in Riverside County. If any portion of this AGREEMENT is found to be unenforceable by a court of law with appropriate jurisdiction, the remainder of the AGREEMENT shall be severable and survive as binding on the Parties.
- 20. <u>Attorneys' and Other Fees</u>. If any legal action is initiated for the enforcement/interpretation of this AGREEMENT, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this AGREEMENT, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled as determined by a court of law or appointed decider under alternative legal proceedings.
- 21. <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 22. <u>Section Headings and Interpretation</u>. The section headings contained herein are for convenience only and shall not affect in any way the interpretation of any of the provisions contained herein. The AGREEMENT shall not be interpreted as being drafted by any Party or its counsel.
- 23. <u>No Waiver</u>. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions in this AGREEMENT shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power provided under applicable law.

- 24. Time of Essence. Time is of the essence for each and every provision of this AGREEMENT.
- 25. <u>Counterparts</u>. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, but all which together will constitute but one agreement.
- 26. <u>Form of Signatures</u>. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.
- 27. <u>Survival</u>. All rights and obligations under this AGREEMENT that by their nature are to continue after any expiration or termination of this AGREEMENT shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO

AGREEMENT NO. 24-62-012-00 RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be signed by their duly authorized representatives as of the Effective Date.

RCTC	RECIPIENT			
	CITY OF CORONA			
By:Anne Mayer, Executive Director	By: Savat Ehamphon Name: Savat Khamphon Title: Public Works Director			
APPROVED AS TO FORM	APPROVED AS TO FORM			
Best, Best & Krieger LLP				
	By:			
By: General Counsel to RCTC	Name:			
General Counsel to RCTC	Title			

ATTACHMENT 1

(RECIPIENT APPLICATION FOR FUNDING)

Questionnaire Tab

Email address:	pedro.cevallos@coror	naca.gov			
Project Name:	Bicycle Master Plan Update				
Has this Project been previo No Yes, in 17-18 FY Cycle Yes, in 19-20 FY Cycle Yes, in 21-22 FY Cycle	usly awarded in a past :	SB 821 Cycle?			
Lead Agency:	Corona				
Memorandum of Unde By October 1, 2023, awardee the individual who will be the This is typically the City Man	s will execute the Projec e signatory on the MOU.		n. To streamline the process	s, please provide the name	and contact information or
MOU Signatory *		Title: *			
Jacob Ellis		City Manager			
Email address: *					
jacob.ellis@coronaca.gov	1				
Project Contact Person Provide contact information Project Contact is the sa	ı for Project's contact pe	rson. This could be the Pub	olic Works Director, the Proje	ct Manager, or other City/C	ounty Staff.
Project Contact Person: *		Title: *			
Savat Khamphou		Public Works Director			
Email address: *		Phone Number: *			
savat.khamphou@corono	aca.gov	(951) 264-8907			
Project Overview					
Project Type (check all that Bicycle Project Project Locate in a Disadvar Yes No Partial	Pedestrian Project		Non-Infrastructure/Plan		
Curb Gutter Driveway Ramp Project does not include		ing (check all that apply)?	*		

Project Application Tab

Project Number: 000180 Agency: Corona Project Name: Bicycle Master Plan Update

Status: Submitted To RCTC

Project Type: Non-Infrastructure/Plan

A. Scope of Work (500 Characters)

The City of Corona's 2001 Bicycle Master Plan will be updated to be consistent with the City General Plan and current bikeway design standards. The updated Plan will expand and integrate the bicycle network needed to increase active transportation opportunities throughout the community and will guide the City in implementing bicycle related infrastructure improvements that meet the needs of non-motorized users in all programming, planning, construction, maintenance, operations, and products.

497 of 500 Characters

B. Funding

Enter the project costs for PA/ED, PS&E, ROW, Construction and Local Match in the fields provided below. The gray fields

contain formulas that will calculate the Total Project Cost, SB 821 Request, and the Percentage Splits. 10% Programming Cap: \$690,120.20 20% Programming Cap: \$1,380,240.40 **RCTC** Split % Split % Agency PA & ED: Local Match: Local Match: 200,000.00 200,000.00 33% 33% PS & E: SB 821 SB 821 400,000.00 67% 400,000.00 67% Request: Request: ROW: 100% 100% Construction: 0.00 Administration: 600,000.00 Total Project 600,000.00 Cost:

C. Schedule

For completed phases, provide supporting documentation such as copies of environmental clearance, title sheet of 100% plans with engineer's stamp, or right of way clearance and attach in section J.

	Start	End
PA & ED:		
PS & E:	11	11
ROW:	11	11
Construction:	07/01/2023	08/31/2024
Close out:	09/01/2024	09/30/2024

D. Project Background & Project Description

Describe the project background and the existing conditions of the larger project area and or project vicinity. Discussion can include background information on current roadway configuration, missing bike and pedestrian facilities, and importance of project to local active transportation users. If possible, upload photographs of existing conditions.

Describe the project in its entirety. Include the purpose and need, benefit, and location of the project. Provide a map showing existing and proposed project improvements. If available, upload typical cross-sections showing vehicular lane widths, active transportation facilities width, and any landscaping or lighting features in section J.

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Project Background: The purpose of the City of Corona's Bicycle Master Plan (the Plan) is to update, develop and strengthen its current Bicycle Master Plan, which was adopted on May 31, 2001. Over the last 22 years, the City of Corona has implemented approximately 130 linear miles of bicycle facilities that encompass Class II, Class II, and Class III bicycle facilities. Updating the City's existing Bicycle Master Plan will allow the City to continue its efforts to expand the City's Active Transportation Network and continue working towards the goal of creating a convenient, safe and efficient bicycle network. In addition, the Plan will address the type and locations for where to install necessary supporting infrastructure (e.g., bicycle parking, racks) needed to encourage bicycling as alternative transportation so that residents can travel to work or school, enjoy shopping and recreation, and increase access to public transportation by addressing "first mile/last mile" challenges for those who travel across modes of transportation. In addition to expanding and improving bicycle connections and improving supporting bicycling amenities, the Plan will identify specific transportation facilities/corridors that will be defined as low-stress or separated bicycle facilities. Studies have shown that reducing the level of stress can increase growth in bicycle travel and promote active transportation usage by residents. Objectives for the Bicycle Master Plan Update: -Access o Inventory, assess, and recommend future bicycle facilities/corridors, parking or storage investments, and the locations of key access improvements, both on City property as well as those contained in other bicycle plans adopted by partner jurisdictions and planning organizations, such as the Western Riverside Council of Government's Western Riverside Active Transportation Plan (WRCOG ATP) and the Southern California Association of Governments (SCAG). This coordinated effort will include input from community stakeholders, including business groups, local and regional transit agencies operating in Corona, and local school districts. -Safety o Explore potential for developing protected bicycle facilities/corridors that separate cyclists from vehicle traffic that create a low-stress bicycle network with connections that benefits residents of different riding capabilities that promote safe and convenient bicycle travel by reducing roadway conflicts between cyclist and motorists. o Explore innovative safety measures and emphasize their implementation, including the upkeep of bicycle facilities, lighting improvements, bicycle parking/racks, bike safe storm drain grates, railroad crossings, bridge and overpass access, roadway surface improvement, etc. Integrate initiatives to address existing conditions and achieve outcome more accurately. o The Plan shall encompass the following core elements of Vision Zero: o Public, High-Level, and Ongoing Commitment o Authentic Engagement o Strategic Planning o Project Delivery o Complete Streets for All o Context-Appropriate Speeds o Equity-Focused Analysis and Programs o Proactive, Systemic Planning o Responsive, Hot Spot Planning o Comprehensive Evaluation and Adjustments - Connections o Improve connections for bicycle travel throughout the City and region and enhance connectivity between bicycling, trails, and public transit. - Improve Efficiency o Focus, encompass, and evaluate the following strategies: o Develop and adopt policies and practices that promote efficient bicycle travel and afford cyclist access to public transit services (local and regional). o Identify low-stress transportation facilities/corridors that can be designated as bicycle boulevards, allowing safe, convenient, and efficient bicycle travel within designated throughfares. -Policies o Review existing policies regarding bicycle travel on City streets, including traveling on transit to make the policies as consistent and understandable as possible. o Recommend adjustments to policies or confirm that existing policies are sufficient. O Develop policies/standards for implementing different types of bicycle facilities/corridors and bicycle supporting amenities (e.g., racks, lockers, parking, bike repair stations, drinking fountains, etc.). Promote the City's active transportation system, both walking and bicycling on alternative transportation options. -Outreach o Assess past and current outreach efforts; recommend adjustments for the Plan's outreach to ensure user acceptance of the recommended policies and investments, o Develop a Safe Routes to School program, o Develop bicycling education course to be consistent with the City's General Plan. These objectives will guide the development of the Plan and will influence the selection and adoption of policies, strategies, and projects that comprise its recommendations. Project Description: The current Bicycle Master Plan will be updated to provide a vision, set goals, develop, and implement performance criteria, and define a set of recommended projects for the City of Corona, including but not limited to providing a greater number of engineered low-stress bicycle facilities/corridors that will encourage residents to travel by bicycle. Furthermore, the City envisions that the Bicycle Master Plan continues to develop the framework and specific actions necessary to create a citywide bicycle network that encourages bicycling as an alternative mode of transportation, integrated with regional public transportation and other local or regional bicycle networks, such as the Santa Ana River Trails and WRCOG's ATP. The proposed Plan shall include, at a minimum, the following elements: o Incorporate the vision and goals from Corona's General Plan, Policy Statement, Transit Corridor Plan/High Quality Transit Areas (HQTA) (located within the SCAG jurisdiction), resulting in an expansion in multimodal travel, and a safer, more efficient and effective regional transportation system, o Assess current conditions and identify bicycle facilities/corridors needs throughout the community and identify new opportunities to make connections with WRCOG's ATP and other local and regional bicycle networks, o Identify and prioritize first and last mile bicycle facilities/corridors to encourage the use of public transportation services and multi-modalism, o Identify potential capital improvement projects that encompass, at a minimum: o Improving bicycle infrastructure using surveys, origin-destination-studies, public input, and other industry accepted data collection techniques. o Modifying the existing bicycle transportation network of on-road and off-road facilities to include connectivity to bicycle and pedestrian trails, including those facilities that are planned and existing within regional bicycle plans, like those contained in neighboring and regional Active Transportation Plans. o Identifying the need for supporting bicycling amenities, such as bicycle parking and lockers, bicycle repair stations, etc. that such are fundamental to meet the goals of the Plan and promote bicycle travel. o Identifying any changes or updates necessary to planning, designing, and forming agency policies. o Specifying education, encouragement, and components of law enforcement that support bicycle safety training. O Identifying strategies that improve public outreach activities, bicycle trip planning, way finding signage, and facility network mapping. o Accentuating the potential benefits of cycling and walking to the environment and personal health and safety through the implementation of the Plan's projects. o Identifying the relationships of statewide, regional, and local plans for bicyclists and other forms of active transportation plans by integrating various bicycling facilities/corridors. o Developing mechanisms to continuously evaluate the safety and overall performance of the City's active transportation system and the outcomes of the projects contained in the Plan by assessing and measuring different criteria such as reductions in vehicle/bicycle accidents and injuries, increased transit ridership, etc. o Updating the plan to meet or exceed the requirements for federal, state, or regional bicycling and active transportation grants.

E. Destinations Served (2 points for each destination served, max 14 points)

Briefly summarize and list all the destinations served by the proposed project. Provide a project vicinity map identifying all the destinations served by the proposed project within a ¾ mile or a 2-mile radius. Destinations are schools or higher education facilities, commercial centers, municipal or any other civic centers, medical facilities, and recreational centers.

For pedestrian projects, the destinations need to be within ¾ mile radius to be eligible. For bicycle or multi-use trail projects, destinations need to be within a 2-mile radius. Each destination served will receive 2 points each.

On the map, provide a ¾ mile buffer or a 2-mile buffer surrounding the project site. Maps without the marked buffer will receive half of its eligible points.

The City's existing bicycle network serves a variety of destinations or trip generators throughout the City as listed below: -Areas of employment that are nested throughout the City o Northwest/northeast area of the City and at retail areas, and other services located throughout the City - Schools (Elementary, Middle and High School) -Hospitals and Medical Clinics (throughout the core center of the City and in the vicinity of hospitals) o Hospitals - Corona Regional Medical Center and Kaiser Permanente -Circle City Community Center o Fitness activities/classes for all ages o Youth & adult sports, leagues, and open gym, o Arts & crafts classes, music & other enrichment classes -Corona Public Library - Transit Facilities o Corona Transit Center at the northeast corner of E. Grand Blvd. and Main St. o North Main Metrolink Station near the northeast corner of E. Grand Blvd. and Main St. o North Main Metrolink Station near the northeast corner of Auto Center Dr. and Pomona Rd. -Park and Ride locations (refer to Appendix "B") o Southeast corner of E. Grand Blvd. and Main St. o Two near the southwest corner of Ontario Ave. and Lincoln Ave. (Corona Friends Church and Living Truth Christian Fellowship Park & Ride) o Southeast corner of California Ave. and Taber St. (Park-N=Ride @Corona Canyon Community Church) -Shopping and retail centers located throughout the City. -City parks throughout the City -Off-road trails on the Cleveland National Park that allows the following activities: o Bicycling o Hiking o Horseback riding o Camping o Hunting o Picnicking and other activities

F. Safety (max 15 points)

Describe the extent to which the proposed project will increase safety for the non-motorized public. Additionally, explain any safety enhancement features included in the project scope, such as rectangular rapid flashing beacons, bicycle box (see https://safety.fhwa.dot.gov/provencountermeasures/). Include information about project characteristics such as: no existing shoulder within project limits, no existing/planned sidewalk or bikeway adjacent to the project, etc. Applicants may wish to consider including documented pedestrian/bicycle collision or injury history, most current and valid 85th percentile speed of motorized traffic in project limits, photos of existing safety hazards the project will address, existing pedestrian/bicycle traffic counts, student attendance figures for school served by project. Additionally generate a collision heat map for the project site using collision data from the last ten years. Heat map can be generated using the ATP Maps & Summary interface from TIMS (https://tims.berkeley.edu/) or Crossroads. Upload map in section J.

Safety, careful assessment, and consideration of the factors (real and perceived) that affect bicycle use in any city are anchored in roadway traffic volumes and the inherent design of such streets; hence, the Plan will incorporate surveys, data, and other criteria to make a meaningful investment in sorting and prioritizing areas that necessitate safety improvements. Bicycle facility/corridor safety measures to be incorporated into Corona's Proposed Updated Bicycle Master Plan include, but are not limited to: -Roadway Surface Improvements o Evaluate the surface finish and smooth leveled transitions of gutter, pavement and pavement transitions, including the interface of railroads and street pavement. o Stormwater drainage grates that are bicycle wheel friendly. o Regular sweeping and upkeep of bikeways. o Avoid rumble pavement treatment adjacent to bikeways. -Bridge and Overpass Bicycle Access o Design bridges to provide safe, accessible approaches, with sufficient space for bicyclists to navigate ascents and descent across a freeway overpass, bridge, rail crossings, or other physical barriers. -Illumination at Underpasses o Tunnels and underpasses should be lighted to allow increased visibility of bicyclists traveling in a tunnel or underpass that will help bicyclists see surface conditions and obstacles, or pedestrians in their path of travel. -Separated Bicycle Facilities/Corridors o Identify and develop low stress separated bicycle facilities/corridors that serve a greater segment of the community. Such facilities/corridors could potentially be implemented along storm channel service roads or where the roadway characteristics and geometry can accommodate such facility. -Bicycle Paving Treatments o Implement bicycle pavement treatments proven to improve safety for cyclists and motorists including green pavement treatments that help define the path of bicycle travel and reduce conflicts between motorists and cyclists along the roadway, intersections, and driveways. o Incorporate pavement markings that delineate a bike lane from the door zone of adjacent parked motor vehicles. The above listed safety measures have the potential to reduce the number of accidents and fatalities involving cyclist and motorists and improve the safety of Corona's bicycle network. Improving safety for cyclist has the potential to increase the amount of people who will adopt bicycling as a clean and sustainable mode of transportation for residents and visitors of Corona.

G. Multimodal Access (1 point each, max 6 points)

In a project vicinity map, identify all the bus routes, Metrolink stations, park-and-ride facilities, bicycle lanes, sidewalks or crosswalks improved by the proposed project within a ¾ mile or a 2-mile radius.

For pedestrian projects, these amenities need to be within ¾ mile radius to be eligible. For bicycle or multi-use trail projects, amenities need to be within a 2-mile radius. Each amenity will receive 1 point.

On the map, provide a ¼ mile buffer or a 2-mile buffer surrounding the project site. Maps without the marked buffer will receive half of its eligible points. Upload map in section J.

Below, discuss how the project along with its nearby amenities encourage multi-modalism. Briefly summarize and list all the bus stops, Metrolink Stations, park-and-ride facilities, missing bicycle or sidewalks, or crosswalks enhanced by the proposed project and indicate if the items are existing or planned.

Corona is committed to providing multimodal transportation and has implemented approximately 130 lineal miles of bikeways throughout Corona. Such bicycle facilities/corridors afford residents and visitors the ability to make multimodal connections to public transit (bus and rail service) and have branched to provide access to the regional Santa Ana River Trail (SART) that connects the counties of San Bernardino, Riverside, and Orange and many cities and communities adjacent to the SART alignment. In addition, Corona's bicycle network affords people access to several recreational trails located on the Cleveland National Forest, like the Skyline Trail, Fresno Trail, and others. These bicycle facilities/corridors also provide access to the two Metrolink Stations in Corona: the West Corona Metrolink Station and the North Main Metrolink Station. These connections afford people to travel to places like Riverside, San Bernardino, Los Angeles, Perris, Anaheim, Orange, Santa Ana, Tustin, Irvine, Oceanside, and beyond. Metrolink has implemented bike cars on its commuter service to facilitate the first-and-last-mile connection while combining a bike and a transit trip. Corona's bicycle network also affords bicyclists opportunities to travel further when making connections with local and regional bus services. Corona's bus fleet accommodates cyclists by allowing people to make multimodal trips by combining a bicycle trip with a bus trip on all Corona Transit routes, as all fixed route buses are equipped with bike racks with capacity for up to three bicycles. Similarly, Riverside Transit Agency buses are equipped with bike racks that afford people to travel to further destinations, both locally and regionally. The current Corona bicycle network allows people the ability to travel to and from the following origins/destinations (not an exhaustive list): o Transit Hubs o Corona Transit Center o Metrolink Stations (West Corona and North Main) o Schools o Places of employment o Hospitals/Healthcare Providers o Fitness Centers o Parks o Community Centers o Corona Senior Center, Circle City Community Center, and Corona's Public Library o Stores and retail centers o Recreational trails o Park and Ride parking lots o Connections to neighboring communities In summary, the City of Corona has implemented many bicycle facilities/corridors part of the current 2001 Bicycle Master Plan. Despite the City's progress, gaps remain in the existing bicycle network. The proposed Plan will redefine the goals needed to promote multimodal transportation interconnections and would be used by the City of Corona to identify and evaluate potential improvements and solutions that incorporate the latest bikeway engineering and safety standards to encourage bicycle travel in the community and region for bicyclists of all abilities. Moreover, the proposed Plan will include the steps needed to implement bicycle parking (e.g., racks, lockers, and semilong-term storage), and bicycle maintenance and repair facilities, all of which are essential to support safe and convenient bicycle travel. Finally, the Plan will position the City to meet the requirements of the various sources of grant funding for bicycle facilities/corridors available from federal, state, regional and local sources.

H. Matching Funds (max 10 points)

10% Programming Cap: \$690,120.20 Agency Local Match: 200,000.00 SB 821 Request: 400,000.00 20% Programming Cap: \$1,380,240.40 Split % Match Points 33% 6.60 67%

Match %	Points
50%	10
45%	9
40%	8
35%	7
30%	6
25%	5
20%	4
15%	3
10%	2
5%	1
0%	0

I. Population Equity (max 5 points)

Agency: Corona

Population Equity Points

5.00

J. Attachments

Upload attachments indicated from previous sections.

Title	Document Type
Destinations Served Project Map - City of Corona.pdf	Destinations Served Project Map
Safety Project Map - City of Corona.pdf	Safety Project Map
Multimodal Access Project Map - City of Corona.pdf	Multimodal Access Project Map
Project Background and Project Description Map - City of Corona.docx	Project Background & Project Description Map
Letter of Support - Corona Norco Unified School District.pdf	Title Sheet
Letter of Support - Jenson USA Bicycles.pdf	Title Sheet
Letter of Support - Riverside University Health System.pdf	Title Sheet
Engineers Estimate - Bicycle Master Plan Update.xlsx	Project's Engineers Estimate
Commitment to Local Match - Bicycle Master Plan Update.pdf	Commitment to Local Match

K. Certification



I certify that the information presented herein is complete and accurate.

Name: Pedro Cevallos

Title: Senior Management Analyst

Date: 04/27/2023

CORONA



March 28, 2023

Samuel Buenrostro, Ed.D., Superintendent (951) 736-5010

Lisa Simon, Ed.D., Deputy Superintendent Educational Services (951) 736-5080 Dalia Gadelmawla, Asst. Superintendent Business Services (951) 736-5035

Glen A. Gonsalves, Asst. Superintendent Human Resources (951) 736-5064

Ben Odipo, PMP, Asst. Superintendent Information Technology (951) 736-5190

Reggie Thompkins, Ed.D., Asst. Superintendent Instructional Support (951) 736-5111

Evita Tapia-Gonzalez, Chief of Communications Executive Services (951) 736-5003

Jeremy Goins, Ed.D., Exec. Dir. of Development Executive Services (951) 736-5010

To Whom It May Concern:

The Corona-Norco Unified School District (the "District") is providing this letter to express support for the City of Corona's proposal to improve accessibility and safety for students biking to school through the proposed Update to Corona's Bicycle Master Plan with funding from the SB-821 Program.

Improving the safety of children traveling to school by biking is a paramount importance to the District. Currently, children attempting to bike to and from school need to cross major arterial intersections where high speed vehicle travel and high volumes of motor vehicles travel reduce the safety of students that bike to school.

Approximately 900 students utilize the bicycle as a mode of transportation every day to access the various schools in the community. Although at times assisted by a crossing guard, the high volume of pedestrians and vehicles along with the high speeds and multiple direction of crossing pose a serious threat to children every day. The Objectives for Corona's Bicycle Master Plan, Update have the potential to make improvements that will afford greater safety for students traveling to school by biking.

We believe the objective of the proposed Update Corona Bicycle Master Plan as outlined in the application will substantially increase the safety of students that must deal with the vehicular traffic in the vicinity of the District schools. More importantly, these improvements will provide increased levels of safety at intersections and bicycle facilities for children biking to the various District's schools.

We sincerely hope funding for this much-needed update to Corona's Bicycle Master Plan will be awarded. We look forward to the implementation of this project and the increased safety it will bring to our children.

Thank you for your demonstrated commitment to improving safety for our students. If I can be of further assistance in this matter, please contact my office at 951.736.5045.

Respectfully,

John C. Vondriska

Administrative Director, Facilities

John CVall

Where your future takes flight.

2820 CLARK AVENUE • NORCO, CA 92860-1903 • (951) 736-5000 • www.cnusd.k12.ca.us

Board of Education

March 28, 2023

To Whom It May Concern:

Jenson USA Bicycles supports the application from the City of Corona seeking SB-821 funding to help the City actualize its current Bicycle Master Plan (BMP) that dates to May 31, 2001.

As a full retailer of bicycles and related cycling equipment in Corona the greater local community and vicinity, we value the partnership with the City of Corona to promote the bicycle as an effective mode of recreation and transportation. In addition, bicycling promotes good mental and physical health, lowers stress, improves heart rate, and many other positive outcomes are derived from bicycling.

We believe that updating Corona's BMP will actualize its core objectives that will render safer bikeways throughout Corona, through:

Access - Inventory, assess, and recommend future bicycle facilities and parking investments and the locations of key bicycling access improvements.

Safety - Assess the feasibility to implement bicycle facilities that separate cyclists from vehicle traffic as to develop low-stress connections that benefits people riding bikes and promote bicycle travel.

Connections - Improve connections for bicycle travel throughout the city and between bicycling trails and transit.

Efficiency - Develop policies and practices that promote efficient bicycle travel and afford bicyclist access to the transit system (local and regional).

Policy - Clarify existing policies regarding bicycles travel on city's streets and on transit to make them as consistent and understandable as possible; recommend adjustments to policies or confirm that existing policies are sufficient.

Outreach - Assess past and current outreach efforts; recommend adjustments for future outreach to ensure user acceptance of the recommended policies and investments.

Jenson USA Bicycles fully supports the efforts of the City of Corona increase overall safety conditions for cyclist throughout the City. We will continue to do our part by supporting the local and greater bicycling community with bicycles, bicycling gear, and maintenance services.

Thank you for your consideration,

Tanner Beard

Tanner Beard, Retail Sales Manager Jenson USA Bicycles



April 11, 2023

Riverside County Transportation Commission 4080 Lemon St. Fl 3, Riverside, Ca 92501

SUBJECT: Corona Bicycle Master Plan's SB-821 Grant Application - Letter of Support

To Whom It May Concern,

Riverside University Health System – Public Health (RUHS-PH) would like to express its support for the City of Corona Bicycle Master Plan-Update grant proposal. This is a vital a vital project to promote wellness and safety among students and Riverside County residents that use the bicycle for transportation.

RUHS-PH mission is to protect the health of all County residents and visitors in service of the well-being of the community. RUHS-PH supports the update to Corona's Bicycle Master Plan that will increase the community's overall health through physical activity.

Active mobility like bicycling is an excellent way to promote health, the well-being of students, and County residents that rely on the bicycle for their transportation needs. We are pleased to have the opportunity to collaborate and work with the City of Corona to promote safe bicycling infrastructure that promotes active transportation to school, work, shopping, and recreation.

Updating the City of Corona's Bicycle Master Plan will become the foundation for developing bicycle infrastructure that is safe and low stress by encompassing the latest bikeways design and employing the latest safety countermeasures. This will also create an opportunity for students and County residents to be physically active, be safe, and involve communities to create healthier neighborhoods in the City of Corona.

Sincerely

Kim Saruwatari

Director of Public Health

ruwatari



(951) 736-2266 (951) 279-3627 (FAX)

PUBLIC WORKS DEPARTMENT

400 SOUTH VICENTIA AVENUE, CORONA, CALIFORNIA 92882 CITY HALL - ON LINE ALL THE TIME (http://www.CoronaCA.gov)

April 27, 2023

Jenny Chan Riverside County Transportation Commission 4080 Lemon Street, 3rd Floor Riverside, CA 92501

Subject: Bicycle Master Plan Update – Commitment to Local Match

Dear Ms. Chan,

The City of Corona (City) is nominating the Bicycle Master Plan Update (Plan) for funding through the Transportation Development Act Article 3 (SB 821) Bicycle and Pedestrian Facilities Call for Projects. The City is requesting \$400,000 in funding to update Corona's 2001 Bicycle Master Plan to be consistent with the City General Plan and current bikeway design standards.

The total cost of the project is \$600,000. The City's contribution for committed matching funds totals \$200,000 or 33% of the project. The City is prepared to utilize these local funds in compliance with the start and end dates listed in the program guidelines. Staff has included an engineer's estimate as supporting documentation to display the committed local funds the City has approved for the Project.

Thank you for the opportunity to submit the City's Project for consideration. If you have any questions, please contact Mr. Kenny Nguyen, Public Works CIP Manager, at (951) 817-5765.

Sincerely,

Savat Khamphou Public Works Director





Figure 1: Metrolink bike car at Los Angeles Union Station and Bus with Bike









Figure 2: Bicycle travel and public transportation



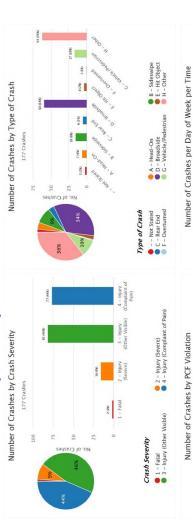
Figure 3: Corona Transit Center / N. Main Corona Metrolink Station

Corona Bicycle Safety Statistics, January 1, 2011 to December 31, 2021*

DocuSig	gn Envelope ID: E265	1E0B-	C05A-	41A5-E	36CC-F69DCFD6DD78
	Appendix O December 31, 2021* a is provisional and subject to change)	State Highway: 11 (6.2%)	Motorcycle Collisions: none	TIMS ATP Maps & Summary Data - Before and After Comparison	BACC-F69DCFD6DD78
	Corona Bicycle Safety Statistics, January 1, 2011 to December 31, 2021* (Statistics source: Berkeley, Safe Transportation Research and Education Center, https://tims.berkeley.edu/kools/atp/.*2021 data is provisional and subject to change)	Total Victims: 2 killed & 175 injured	Bike Collisions: 177 (100 %)		Number of Crashes by Type of Crash 177 Crashes 20 23 20 100 100 100 100 100 100 100 100 100
	Corona Bicycle Safety (Statistics source: Berkeley, Safe Tra	Total Collisions: 177	Ped Collisions: 1 (0.6%)	Graphical Representation of Statistics	Number of Crashes by Crash Severity 177 Crashes 100 178 Crashes 178 Crashes

TIMS ATP Maps & Summary Data - Before and After Comparison

Graphical Representation of Statistics





13 (7.34%)

29 (16.38%)

PCF Violation

(3 (1.69%)

7 (3.95%)

15 (8.47%) 6 (3.39%)

32 (18.08%)

2016 - 2021

















	ENGINEER ESTIMATE - BICYCLE MASTER PLAN UP	DATE					
NO.	ITEM DESCRIPTION	EST. QTY.	UNIT PRICE	ITEM COST		ITEM COST	
1	Develop Bicycle Master Plan Update's Request for Proposal	1	50,000	\$	50,000		
2	Advertise Bicycle Master Plan Update's Request for Proposal	1	20,000	\$	20,000		
3	Evaluate and Award BMP Update Project	1	10,000	\$	10,000		
4	Consultant to develop the proposed Corona Bicycle Master Plan Update	1	400,000	\$	400,000		
5	Staff review and development of public outreach program and education course	1	120,000	\$	120,000		
				\$	-		
				\$	-		
	TOTAL				600,000		
		Total Project Cost			600,000		
	Develop Bicycle Master Plan Update's Request for Proposal Advertise Bicycle Master Plan Update's Request for Proposal Evaluate and Award BMP Update Project Consultant to develop the proposed Corona Bicycle Master Plan Update Staff review and development of public outreach program and education course TOTAL Total Project Cost Local Match Amount Tem CO PRICE PRICE PRICE PRICE PRICE PRICE PRICE PRICE 1 50,000 \$ 50, 20, 20, 400, 510, 520, 530, 540, 550, 550, 550, 550, 550, 550, 55						
	Local Match Amount			\$	200,000		
		Grant Request Amount			400,000		

plit % 33% 67%

ATTACHMENT 2

(PROGRAM POLICIES)

RIVERSIDE COUNTY TRANSPORTATION COMMISSION TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM ADOPTED POLICIES

Transportation Development Act Policies

- 1. Up to 5% of Article 3 apportionment can be used to supplement other funding sources used for bicycle and safety education programs; the allocation cannot be used to fully fund the salary of a person working on these programs.
- 2. Article 3 money shall be allocated for the construction, including related engineering expenses, of the facilities, or for bicycle safety education programs.
- 3. Money may be allocated for the maintenance of bicycling trails, which are closed to motorized traffic.
- 4. Facilities provided for the use of bicycles may include projects that serve the needs of commuting bicyclists, including, but not limited to, new trails serving major transportation corridors, secure bicycle parking at employment centers, park and ride lots, and transit terminals where other funds are available.
- 5. Within 30 days after receiving a request for a review from any city or county, the transportation-planning agency shall review its allocations.
- 6. Up to 20 percent of the amount available each year to a city or county may be allocated to restripe Class II bicycle lanes.
- 7. A portion of each city's allocation may also be used to develop comprehensive bicycle and pedestrian plans. Plans must emphasize bike/pedestrian facilities that support utilitarian bike/pedestrian travel rather than solely recreational activities; a maximum of one entire allocation per five years may be used for plan development.
- 8. Allowable maintenance activities for the local funds are limited to maintenance and repairs of Class I off-street bicycle facilities only.

RCTC Policies

- 1. The SB 821 Call for Projects will occur on a biennial basis, with a release date of the first Monday of every other February and a close date of the last Thursday of every other April, beginning in 2015.
- 2. If a project cannot be fully funded, RCTC may recommend partial funding for award. To handle tiebreakers, RCTC will use, in terms of priority, the safety question first then construction readiness.
- 3. Agencies awarded funds will not be reimbursed for any project cost overruns.
- 4. Agencies being awarded an allocation will be reimbursed in arrears only upon submitting adequate proof of satisfactory project completion. Claims need to

- include: the claim form, copies of paid invoices, a copy of the Notice of Completion (NOC), and photographs of the completed project.
- 5. The allocated amount represents the maximum amount eligible for reimbursement. For projects completed under the allocated amount, the agency will be reimbursed at the matching ratio as presented in the application.
- 6. An agency will have thirty-six (36) months from the time of the allocation to complete the project. There will be no time extensions granted unless the reason for the delay can be demonstrated. Where substantial progress or a compelling reason for delay can be shown, the agency may be granted administrative extensions in twelve-month increments at the discretion of the Executive Director.
- 7. Any programmed and unused Article 3 Program funds will be forfeited unless that agency can a) utilize the unused funds to complete projects that are the same or similar in scope and/or are contiguous to the approved project or b) apply the funds to a project previously submitted under an Article 3 call for projects and approved by the Commission, subject to Executive Director approval.
- 8. Design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.
- 9. Temporary facilities, projects in the bid process, or projects that are under construction will not be funded.
- 10. The SB 821 evaluation committee will be comprised of a minimum of five evaluators representing a wide range of interests; such as: accessibility, bicycling, Coachella Valley, public transit, and the region. Staff, consultants, and other representatives from agencies submitting project proposals will not be eligible to participate on the evaluation committee that year.
- 11. Following each call, staff will monitor the equity of allocations to Coachella Valley versus Western Riverside County; the allocation should be relative to what the Coachella Valley's share would have been if distributed on a per capita basis (the percentage of funds applied for should also be taken into consideration). If the allocation is often found to be inequitable to the Coachella Valley, staff will recommend adoption of a new policy to correct the imbalance.
- 12. Certain costs at times associated with bicycle/pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists/pedestrians, such as: curb and gutter as part of roadway drainage system, driveway ramps installed across sidewalks, and where roadway design standards require a roadway shoulder width that is at least as wide as a standard bike lane.
- 13. For each Call for Projects, a city is eligible to submit up to three (3) applications, and the County of Riverside is eligible to submit up to two (2) applications per Supervisorial District.
- 14. Each application is limited to a maximum request of 10% of the current Call for Projects programming capacity.
- 15. Total award to one jurisdiction is limited to 20% of current Call for Project's programming capacity.
- 16. Awarded agencies can commence reimbursable project activities on July 1 of the Call

- for Project fiscal year cycle. E.g.: for FY 23/24 Call for Projects, reimbursable work starts on July 1, 2023.
- 17. Awarded agencies have until October 1 of the Call for Project fiscal year cycle to execute the Memorandum of Understanding (MOU) with RCTC. E.g.: for FY 23/24 Call for Projects, MOUs must be executed by October 1, 2023