

**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 _____, 2021 (“Effective Date”), by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (“RCTC”) and the CITY OF RIVERSIDE, a municipal corporation (“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 1st, 2021, a CALL FOR PROJECTS was published by RCTC seeking applications for FY 2021/22 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 Attachment 1 and incorporated herein by this reference, RECIPIENT has been selected to receive PROGRAM funding for its proposed Riverside Citywide Pedestrian Crossing Improvements (“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. Incorporation of Recitals. 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 One Hundred Sixty-Two Thousand Five Hundred Dollars (\$162,500), 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.

2.1 Eligible Project Costs. Reimbursement for PROJECT costs ("REIMBURSEMENT") may only include those items expressly allowed for under Article 3 of the Transportation Development Act (California Public Utilities Code section 99200 *et seq.*), 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 letter requesting such amendment, the reasons for the requested change and confirmation that costs associated with the proposed amendment are eligible for PROGRAM reimbursement for written approval by RCTC, which approval is subject to RCTC's 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.

2.2 Timing for Project Completion. In accordance with the PROGRAM policies attached hereto as Attachment 2, 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 in writing by RCTC following the submission of the PROGRAM funding claim form ("CLAIM FORM") attached hereto and incorporated herein as Attachment 3. In the event additional time is needed for the completion of the PROJECT, RECIPIENT may submit a letter to RCTC requesting an extension of time to complete the PROJECT with an explanation of why the PROJECT cannot be completed under the existing schedule for completion included as Attachment 1, attached hereto and incorporated herein. Before and after PROJECT photographs must be included 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 Increases in Project Funding. 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 Cost Savings. 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 mutually agreed to in writing by the Parties. 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 No Funding for Temporary Improvements. Only segments or components of the PROJECT 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 receipt 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 of the RECIPIENT 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 3.

2.7 Recipient's Funding Obligation to Complete the Work. 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 SCOPE OF WORK performed 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 maximum PROGRAM provided for in this 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 One Hundred Sixty-Two Thousand Five Hundred Dollars (\$162,500) 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. Term: 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. Indemnification. 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, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the RECIPIENT, its officials, officers, employees, agents, and consultants related to a breach of this AGREEMENT or any act or omission arising out of the activities governed by this AGREEMENT. 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.
7. Expenditure of Funds by Recipient Prior to Execution of Agreement. RECIPIENT may commence the Project starting July 1, 2021, 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, 2021.
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. Monitoring of Progress by RCTC. 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. Binding on Successors in Interest. 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. Independent Contractors. 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. Conflicts of Interest. 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. Termination. This AGREEMENT may be terminated for cause or convenience as further specified below.

14.1 Termination for Convenience. 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 Termination for Cause. 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 No Program Funding. In the event that RCTC determines there are inadequate PROGRAM funds for whatever reason, RCTC shall have the ability 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 Cumulative Remedies. 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, including invoices, 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.

TO RCTC:

Anne Mayer
Executive Director
RCTC
4080 Lemon Street, 3rd Floor
Riverside, California 92501
Phone: (951) 787-7141
e-mail: amayer@rctc.org

TO RECIPIENT:

Al Zelinka
City Manager
City of Riverside
3900 Main St
Riverside, CA 92501
(951) 826-5553
azelinka@riverside.ca.gov

cc: JChan@RCTC.org

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. Prevailing Wages. RECIPIENT and any other person or entity hired to perform services on the SCOPE OF WORK are alerted to the requirements of California Labor Code Sections 1770 *et seq.*, 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 *et seq.* on the PROJECT.
17. Equal Opportunity Employment. 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 and Severability. This AGREEMENT shall be governed by, and be construed in accordance with, the laws of the State of California. 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. Attorneys' Fees. 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. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
22. Section Headings and Interpretation. 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. No Waiver. 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. Counterparts. 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. Form of Signatures. 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.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE
TO
AGREEMENT NO. 21-62-115-00
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 RIVERSIDE

By: _____

By: _____

Name: Anne Mayer

Name: _____

Title: Executive Director

Title: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By:  _____

By:  _____

Name: Steven C. DeBaun

Name: Anthony BEAUMON

Title: General Counsel

Title: Sr. Dep. City Atty

ATTACHMENT 1

(RECIPIENT APPLICATION FOR FUNDING)

FY21/22 SB 821 Bicycle and Pedestrian Facilities Program

BIENNIAL CALL FOR PROJECTS APPLICATION

A. SCOPE OF WORK (500 Characters)

The City of Riverside is seeking funds to install LED Stop Signs, High-Visibility Crosswalks, and updated pedestrian ramps at fourteen key locations Citywide. Improvements are in close vicinity to local schools, parks, and shopping centers. If the projects are awarded, the new stop signs, crosswalks and pedestrian ramps are expected to improve connectivity, enhance safety and mobility for residents, and improve public health by encouraging increased walking and a more active lifestyle.

B. FUNDING

Double click on table below to complete project costs for PA/ED, PS&E, ROW, Construction and Local Match in the Excel spreadsheet. The gray cells contain formulas that will calculate the Total Project Cost, SB 821 Request, and the Percentage Splits. Provide a letter on agency letterhead committing to the local match as Appendix A and Project's Engineers Estimate as Appendix B.

| | | | |
|---------------------------------|-----------|---------------|----------------|
| PA/ED | \$ | - | |
| PS&E | \$ | - | |
| ROW | \$ | - | |
| Construction | \$ | 300,500 | |
| Administration (Contract admin) | \$ | 24,500 | |
| Total Project Cost | \$ | 325000 | |
| | | | Split % |
| Local Match | \$ | 162,500 | 50% |
| SB 821 Request | \$ | 162,500 | 50% |
| | | | 100% |

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 as Appendix C.

| | START | END* |
|-------|-----------|----------|
| PA/ED | 10/1/2021 | 2/1/2022 |
| PS&E | 2/1/2022 | 6/1/2022 |

FY21/22 SB 821 Bicycle and Pedestrian Facilities Program
BIENNIAL CALL FOR PROJECTS APPLICATION

| | | |
|------------------|---|---|
| ROW | N/A (Project within existing intersections) | N/A (Project within existing intersections) |
| CON | 10/1/2022 | 2/1/2022 |
| CLOSE OUT | 2/1/2022 | 5/1/2022 |

FY21/22 SB 821 Bicycle and Pedestrian Facilities Program
BIENNIAL CALL FOR PROJECTS APPLICATION

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, provide 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, provide typical cross-sections showing vehicular lane widths, active transportation facilities width, and any landscaping or lighting features.

The Riverside Citywide Pedestrian Crossing Improvement project aims to implement fourteen spot improvements at stop-controlled intersections needing enhancements to improve pedestrian safety. Improvements at project intersections include LED Stop Signs, High Visibility Crosswalks, and the upgrade of pedestrian ramps. A full accounting of project improvements is shown on the "Project Improvement Map"

Riverside is generally considered a car-dependent City. According to the U.S. Census Bureau, there are approximately 141,435 workers 16 years and over residing in the City of Riverside. Those who walk, bike, or take transit represent roughly 6.1 percent of the Riverside worker population, or approximately 8,628 people. The majority of workers (74.4 percent) drive alone. The rates of driving alone and walking to work in Riverside are similar to those of California as a whole, but public transit use (2.4 percent) and biking (0.7 percent) are considerably lower. The City of Riverside received a "Walk Score" of 42, which is considered "car dependent".

As part of efforts to encourage mode shift by protecting pedestrians and enhancing connectivity, the City's Draft "PACT Plan" ("P" Pedestrian Target Safeguarding, "A" Active Transportation Plan, "C" Complete Streets Ordinance and "T" Trails Master Plan) identifies several Actions and Objectives that will be met through the implementation of this grant, including:

Action 1.1: Install best-practice intersection treatments, such as crosswalks and crossings, corner radii, and traffic signals to reduce automobile-pedestrian conflicts.

Safety Objective 2: Continue to identify intersections for improvements that facilitate pedestrian travel and meet Americans with Disabilities Act (ADA) requirements.

Each of the improvements to be installed by the project is identified within the Riverside PACT as an appropriate tool for the intersection types selected for this project. The Riverside PACT

FY21/22 SB 821 Bicycle and Pedestrian Facilities Program

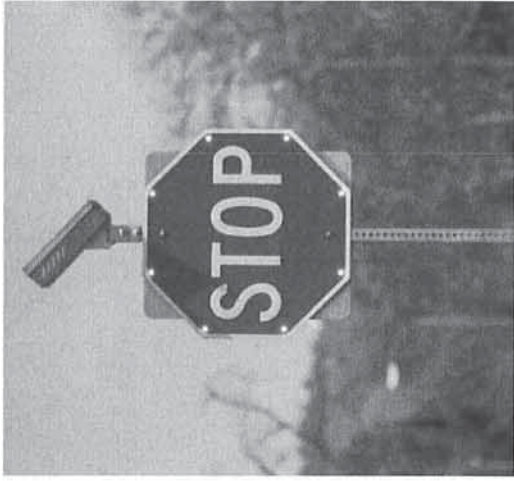
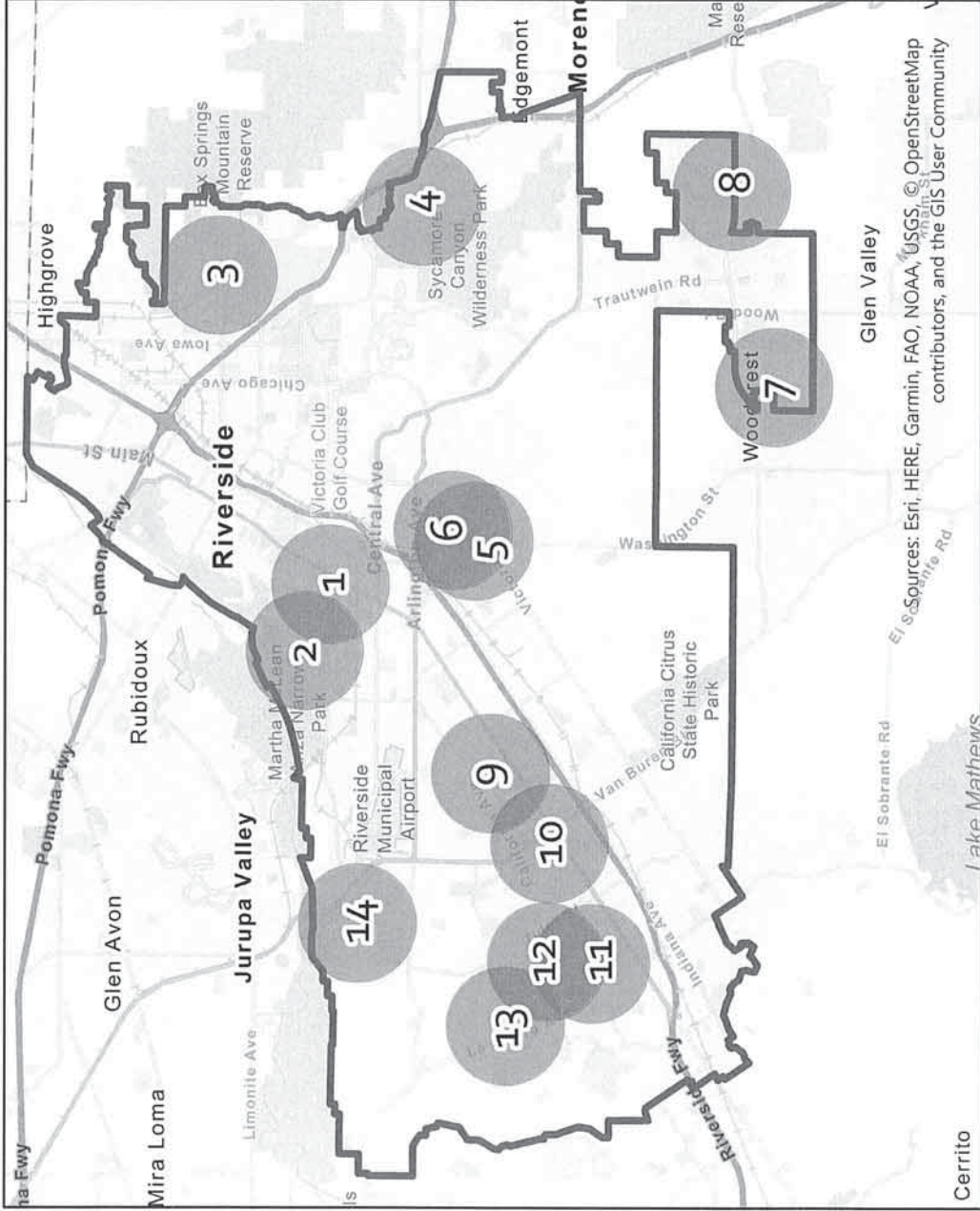
BIENNIAL CALL FOR PROJECTS APPLICATION

is set to be brought for approval by the City's Mobility & Infrastructure Committee on May 13th, 2021 and to Council shortly thereafter for adoption.



Sample Photo: Location 13 – Mitchell + Gramercy. Features a long, traditional crosswalk that would be upgraded to high-visibility and existing stop signs replaced with LED flashing signs.

PROJECT IMPROVEMENT MAP



EACH INTERSECTION TO RECEIVE LED STOP SIGNS ON MAIN STREET (28 TOTAL LED STOP SIGNS)



EACH INTERSECTION (EXCEPT I/S 8 WHICH IS UNDERGOING A PAVING PROJECT) TO RECEIVE NEW HIGH VISIBILITY CROSSWALKS (32 TOTAL CROSSWALKS)

*AS-NEEDED, ADA RAMPS TO BE REPLACED (14 TOTAL ADA RAMPS)

- | | |
|---------------------------|----------------------------|
| 1. MAPLEWOOD + BIRCH | 8. RED POPPY + DIGGER PINE |
| 2. GRAND + RUBIDOUX | 9. GARFIELD + MONROE |
| 3. FLANDERS + HIGHLANDER | 10. HAYES + ROOSEVELT |
| 4. FAIR ISLE + ABERNATHY | 11. JONES + CASS |
| 5. JANE + FAIRCHILD | 12. MOBLEY + COOK |
| 6. MAUDE + LINCOLN | 13. MITCHELL + GRAMERCY |
| 7. KRAMERIA + ALTA CRESTA | 14. RUTLAND + ADLER |

FY21/22 SB 821 Bicycle and Pedestrian Facilities Program

BIENNIAL CALL FOR PROJECTS APPLICATION

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 $\frac{3}{4}$ 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.

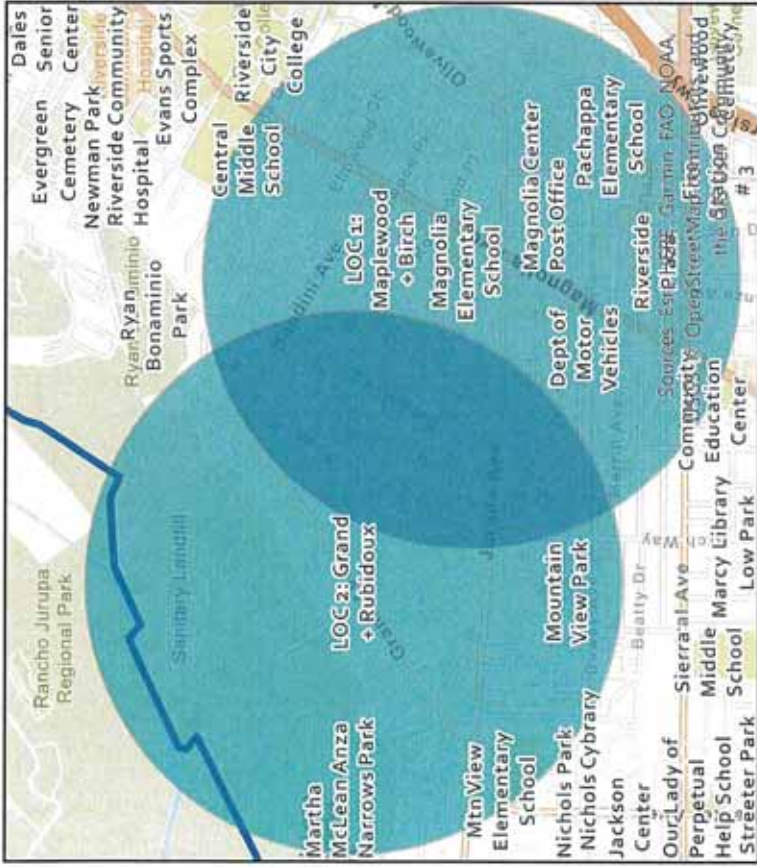
For pedestrian projects, the destinations need to be within $\frac{3}{4}$ mile radius to be eligible. For bicycle or multi-use trail projects, destinations need to be within a 2-mile radius. Each destination served will receive 3 points each.

On the map, provide a $\frac{3}{4}$ mile buffer or a 2-mile buffer surrounding the project site. Maps without the marked buffer will receive half of its eligible points.

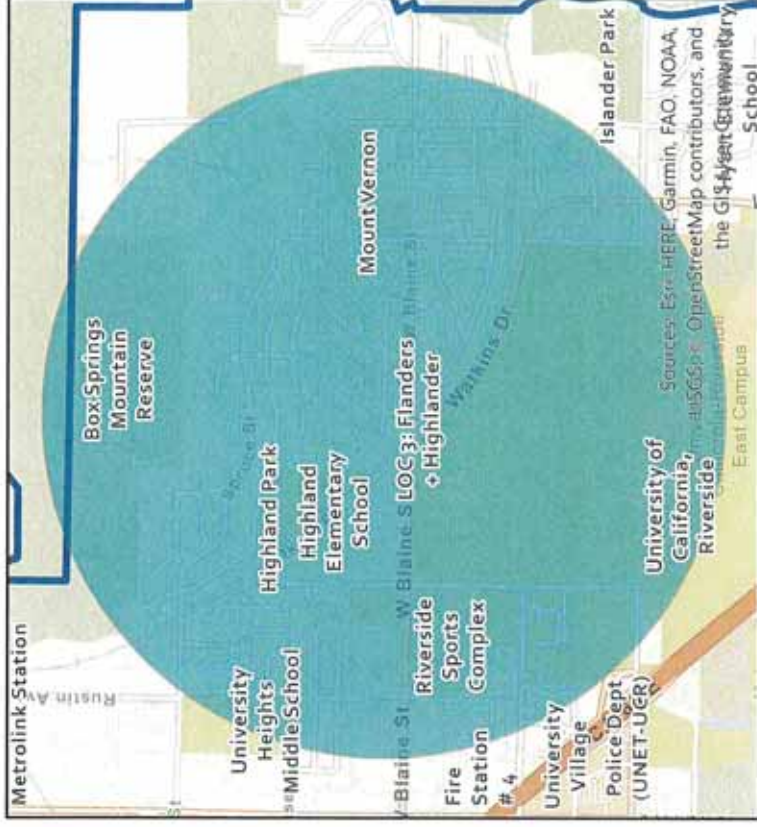
This Citywide project to improve fourteen stop-controlled intersections would serve many destinations, as demonstrated in the included set of Vicinity Maps. The destinations within a $\frac{3}{4}$ mile radius of project components include:

Magnolia Elementary School, Central Middle School, Brockton DMV, Magnolia Center Post Office, Riverside Plaza (Major Shopping Center), Pachappa Elementary School, Martha McLean Park, Mountain View Elementary School, Mountain View Park, Box Springs Mountain Reserve, Highland Elementary School, Highland Park, Mount Vernon, the Riverside Sports Complex, University Heights Middle School, the University of California Riverside, Sycamore Highlands Park, Sycamore Canyon Wilderness Park, Victoria Elementary School, California School for the Deaf, Gage Middle School, Raincross School, Washington Elementary School, Washington Park, Woodcrest Christian School, Miller Middle School, Martin Luther King High School, Mission Ranch Park, Orange Terrace Community Center, Orange Terrace Library, Amelia Aerhart Middle School, Thundersky Park, Tomas Rivera Elementary School, Adams Elementary School, Don Jones Park, Monroe Elementary School, California Baptist University, Don Lorenzi Park, Hunt Park, Renck Center, Parkview Hospital, Chemawa Middle School, Sherman Indian High School, Riverside Christian School, St Thomas Catholic School, Sunshine School, Arlington Park, Challen Park, Liberty Elementary School, Arlington Library, the Galleria at Tyler, Twinhill Elementary School, Doty-Trust Park, La Sierra Center, La Sierra Park, La Granada Elementary School, Myra Linn Park, Myra Linn Elementary School, Arlington Post Office, La Sierra Library, Collett Elementary School, Collett Park, La Sierra High School, McAuliffe Elementary, Rutland Park, the Van Buren Golf Center, Norte Vista High School, Terrace Elementary School, and Arlanza Elementary School.

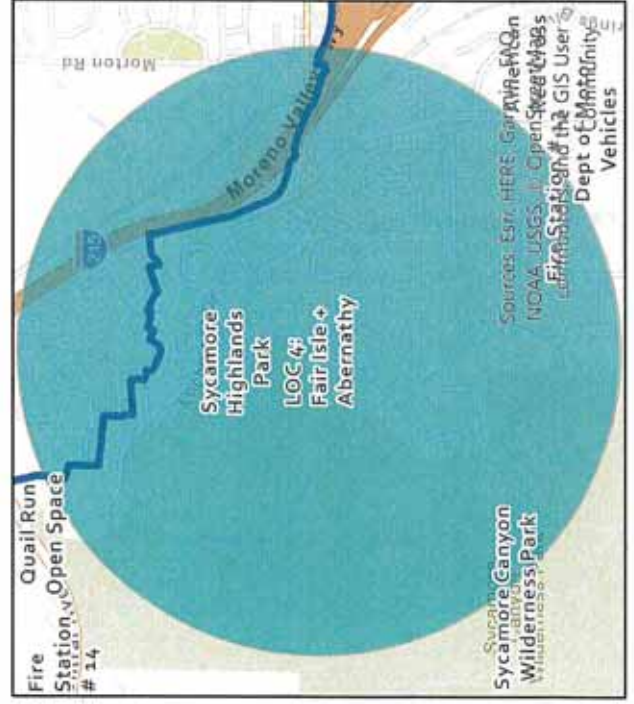
VICINITY MAP: INTERSECTIONS 1-4



1. MAPLEWOOD + BIRCH 2. GRAND + RUBIDOUX



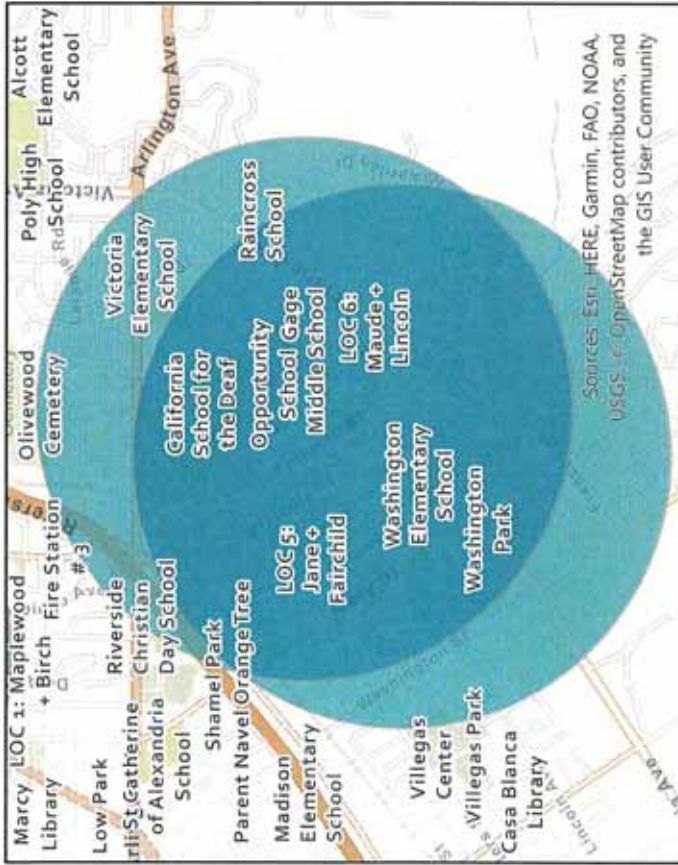
3. FLANDERS + HIGHLANDER



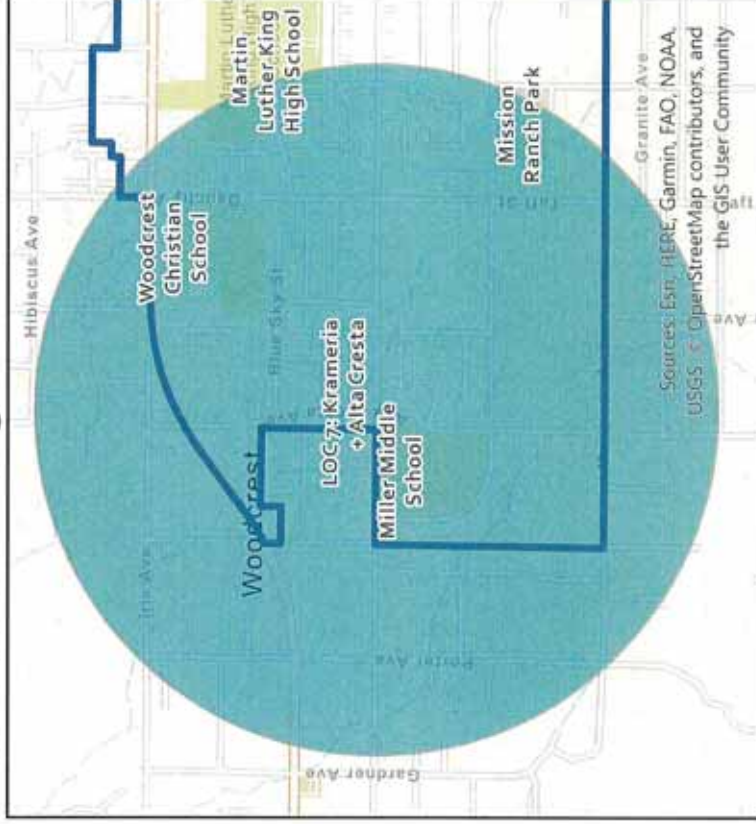
4. FAIR ISLE + ABERNATHY



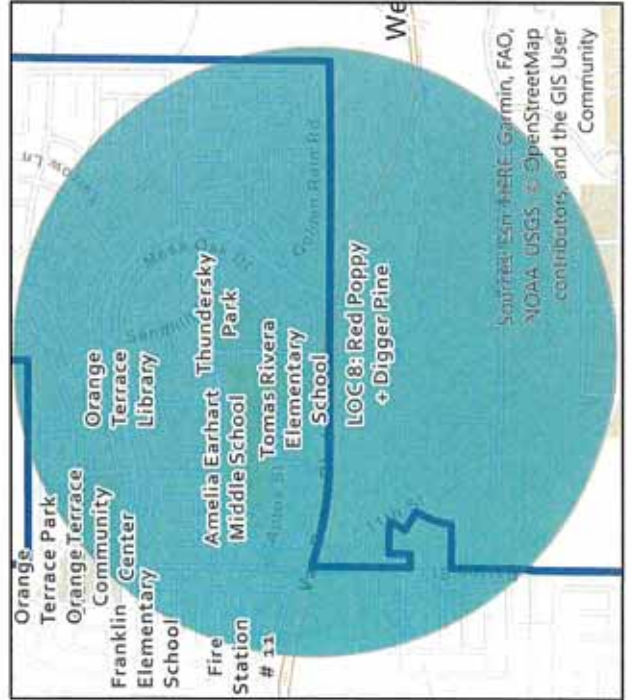
VICINITY MAP: INTERSECTIONS 5-8



5. JANE + FAIRCHILD



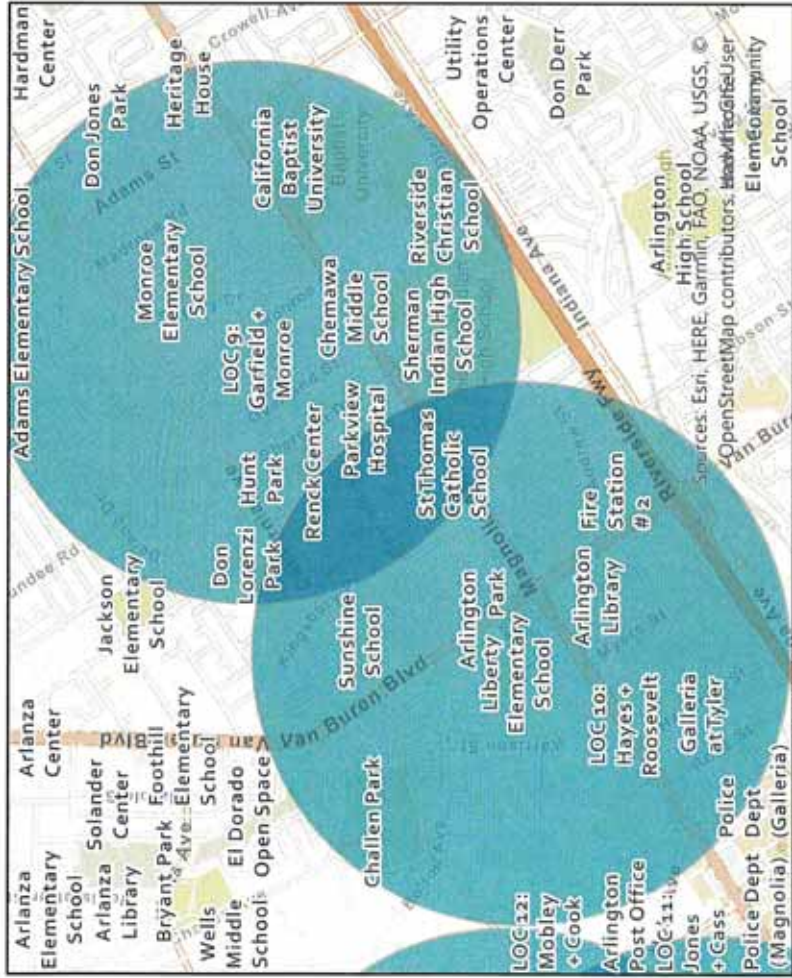
7. KRAMERIA + ALTA CRESTA



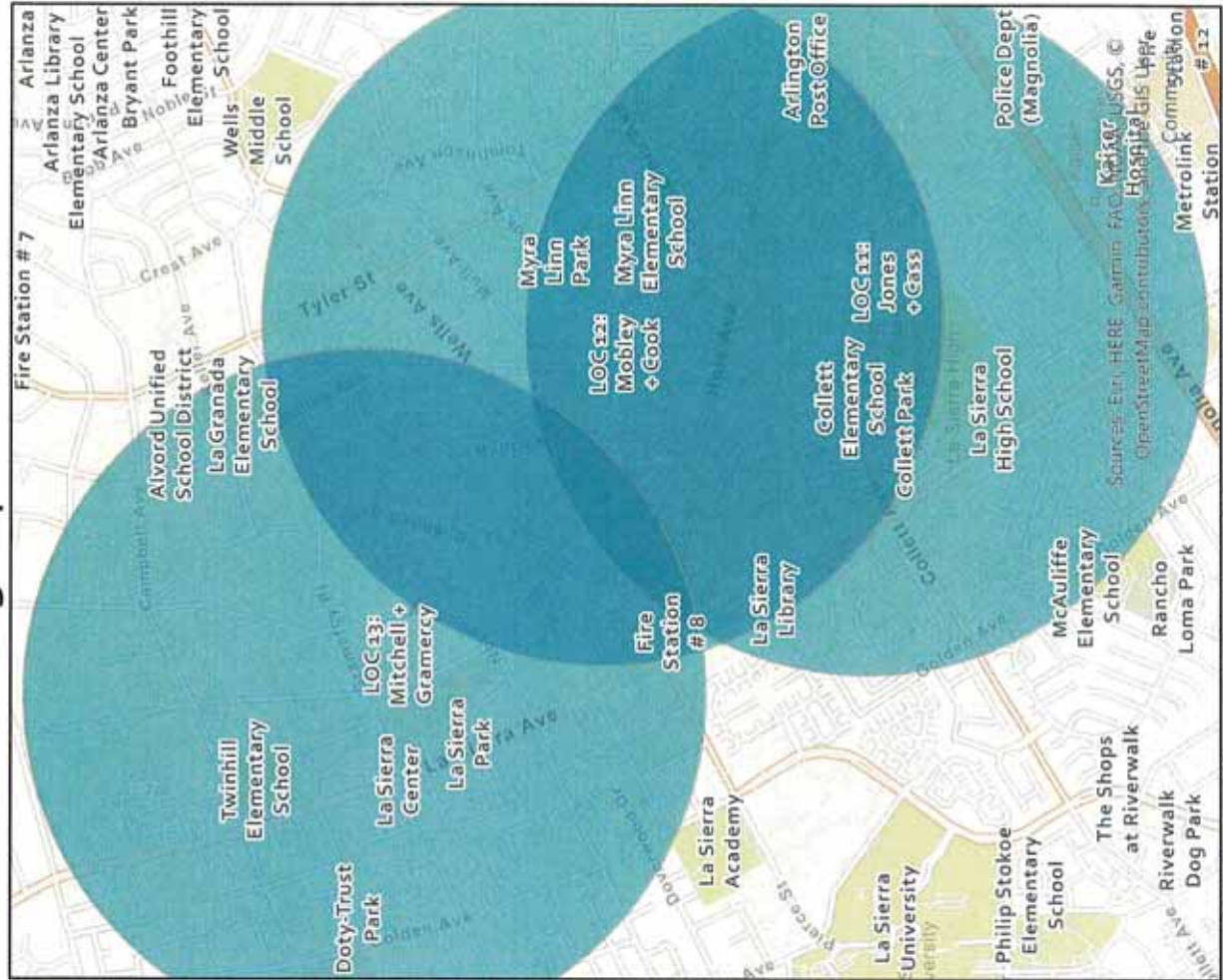
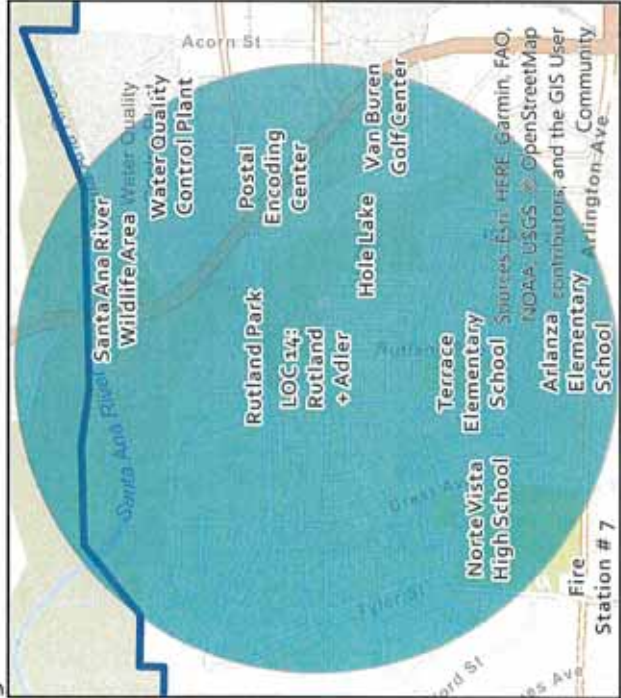
8. RED POPPY + DIGGER PINE



VICINITY MAP: INTERSECTIONS 9-14



9: GARFIELD + MONROE 10: HAYES + ROOSEVELT



11: JONES + CASS 12: MOBLEY + COOK 13: MITCHELL + GRAMERCY

14: RUTLAND + ADLER

3 / 4 MILE BUFFER



FY21/22 SB 821 Bicycle and Pedestrian Facilities Program
BIENNIAL CALL FOR PROJECTS APPLICATION

F. SAFETY (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.

The project will improve safety through the installation of high-visibility crosswalks, LED Flashing Stop Signs, and updated pedestrian ramps. Enhancement of Stop Signs & enhanced pavement markings are part of the systemic application of low-cost countermeasures at stop-controlled intersections according to the FHWA's "Proven Safety Countermeasures" fact sheet, and have an average cost-benefit ratio of 12:1, leading to a potential 10% reduction in injury and fatal crashes. Each of these strategies to enhance pedestrian safety is additionally identified within the Riverside PACT as shown below:

TYPOLGY C. MINOR STREET/MINOR STREET

Common Challenges

- Failure to yield to pedestrians
- Unmarked crosswalks
- Parking too close to the corner (visibility)
- Incomplete stops (rolling stops)

Tools

- Curb extensions
- Signage and lighting
- Crosswalks and curb ramps
- Pedestrian crossing beacons at uncontrolled crossings
- Conflict markings and advance stop/yield pavement markings
- Red curb
- Flashing yellow arrows
- Advance limit lines
- LED Flashing Stop Signs
- Speed Feedback signs

FY21/22 SB 821 Bicycle and Pedestrian Facilities Program

BIENNIAL CALL FOR PROJECTS APPLICATION

Residents have requested safety improvements at these locations because they are concerned while crossing due to a lack of visibility, motorist speeds, and failure to yield by motorists. Enhancing the visibility of stop signs and crossings will address these key safety concerns. Each location provides access to important destinations within the community, and the data reflects the demand and need for such safety enhancements. In 2019 the City recorded pedestrian crossings at a rate of 87 per hour at Location 1 (Maplewood & Birch). In 2017, an 85th percentile speed of 41 MPH was recorded at Location 2 (Grand & Rubidoux). 717 students attend Highland Elementary School in close proximity to Location 3 (Flanders + Highlander). An 85th percentile speed of 34 MPH was recorded at Location 4 (Fair Isle & Abernathy) in 2017. 854 students attend Washington Elementary School in close proximity to Location 5 (Jane & Fairchild). 224 pedestrians per hour and an 85th percentile speed of 42 MPH were recorded in 2017 at Location 6 (Lincoln & Maude). 376 pedestrians per hour were recorded in 2016 at Location 7 (Krameria & Alta Cresta). 726 students attend Tomas Elementary School and 916 students attend Amelia Earhart Middle School – both of which are served by Location 8 (Red Poppy + Digger Pine). 673 students attend Monroe Elementary School, and 855 students attend Chemawa Middle School which are served by Location 9 (Garfield & Monroe). In 2008, 362 pedestrian per hour were counted at Location 10 (Hayes & Roosevelt) which is adjacent to Liberty Elementary School (730 Students). In 2009 an 85th percentile of 34 mph was recorded at Location 11 (Jones & Cass) which is adjacent to Collet Elementary School (598 students) and La Sierra High School (1,842 students). An 85th percentile speed of 41 MPH was recorded in 2021 at Location 12 (Mobley & Cook). An 85th percentile speed of 36 MPH was recorded at Location 13 in 2019 (Gramercy & Mitchell) – which serves a student population of 512 at Twinhill Elementary School. An 85th percentile speed of 33 MPH (with several higher end speeds) was recorded at Location 14 in 2016 (Rutland & Adler) – which sits adjacent to the popular Rutland Park.

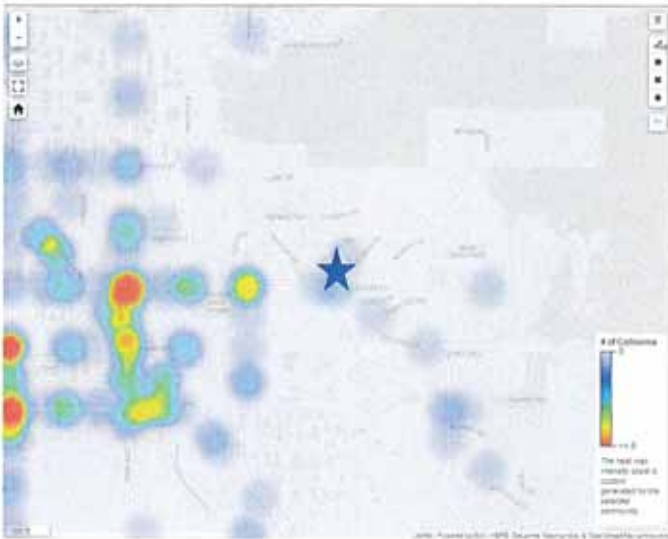
COLLISION HEAT MAPS



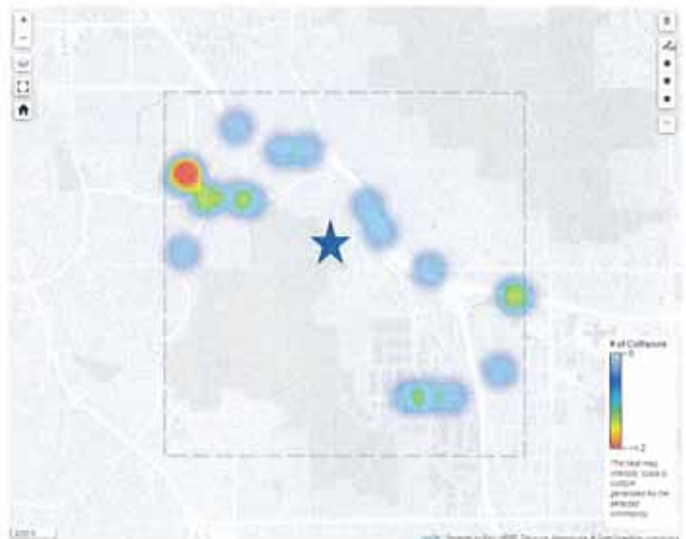
LOC. 1: MAPLEWOOD + BIRCH



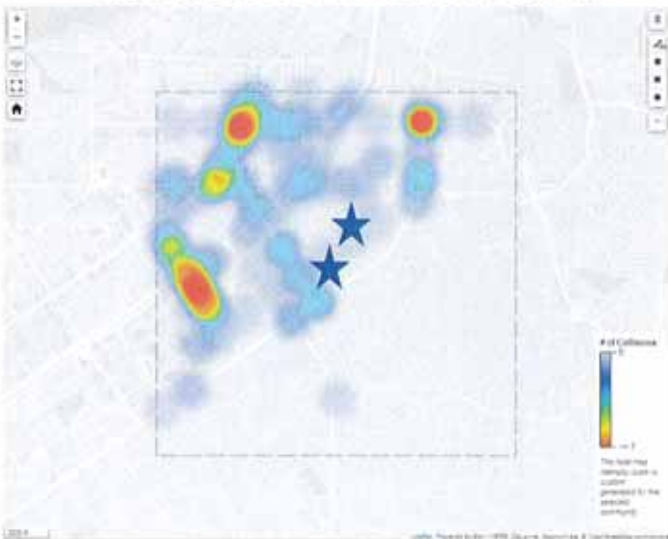
LOC. 2: GRAND + RUBIDOUX



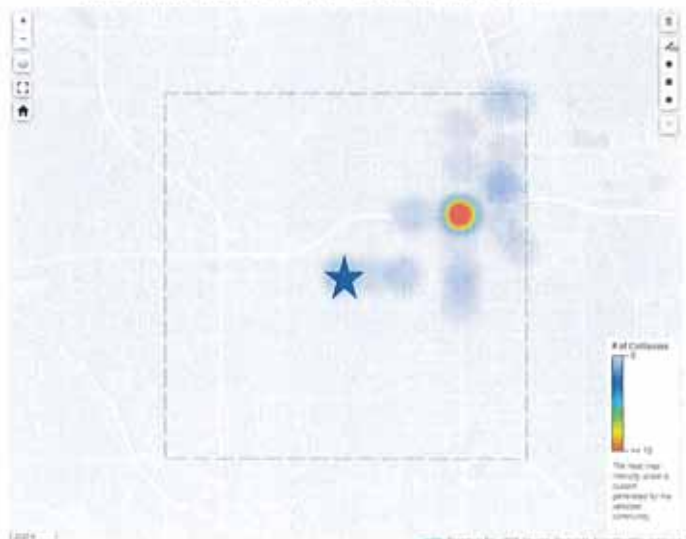
LOC. 3: FLANDERS + HIGHLANDER



LOC. 4: FAIR ISLE + ABERNATHY

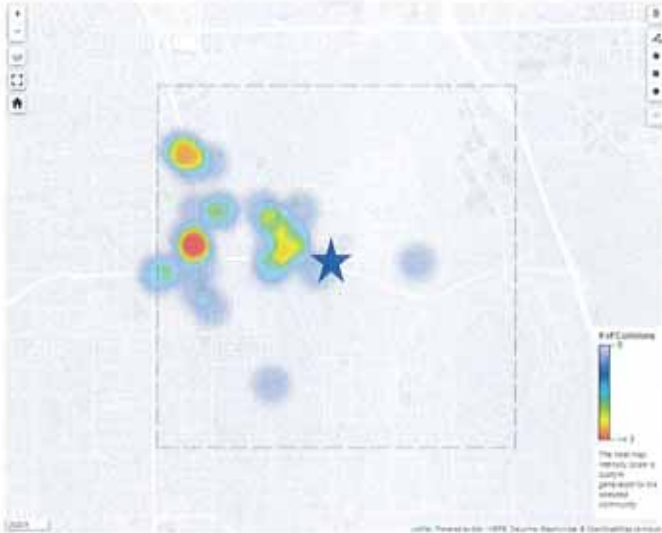


LOCs. 5-6: JANE + FAIRCHILD & MAUDE + LINCOLN

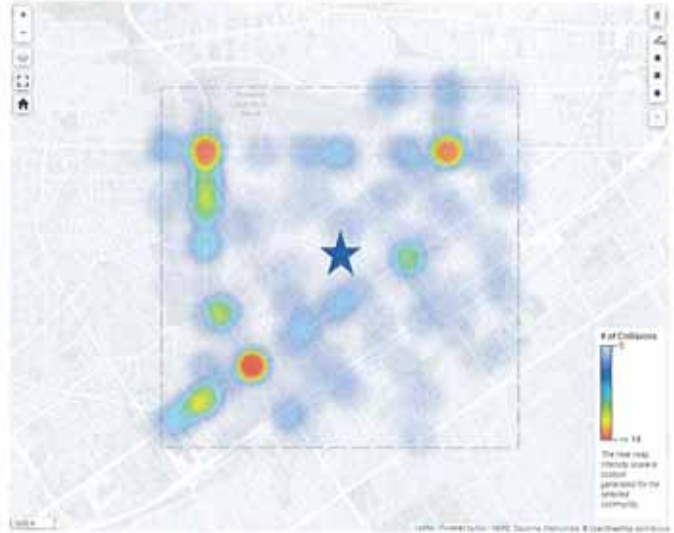


LOC. 7: KRAMERIA + ALTA CRESTA

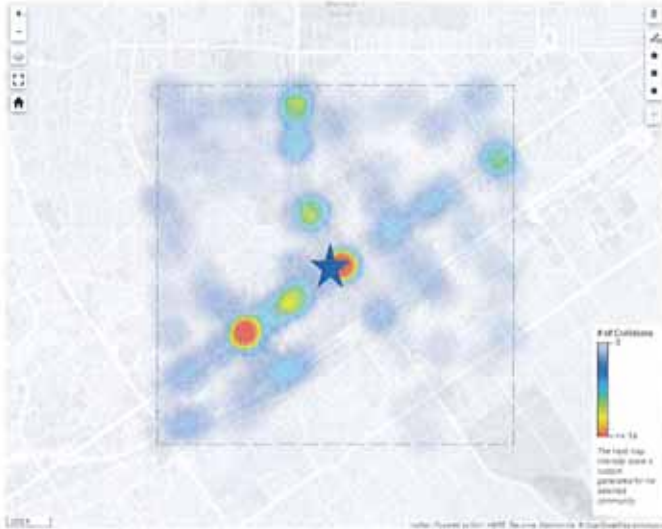
COLLISION HEAT MAPS



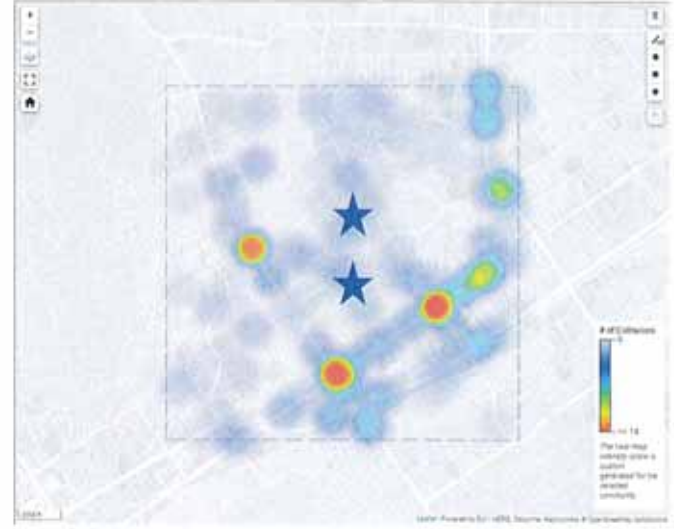
LOC. 8: RED POPPY & DIGGER PINE



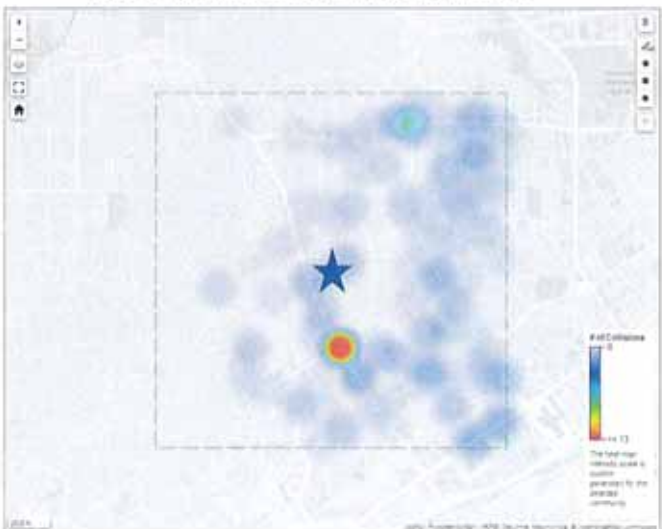
LOC 9: GARFIELD + MONROE



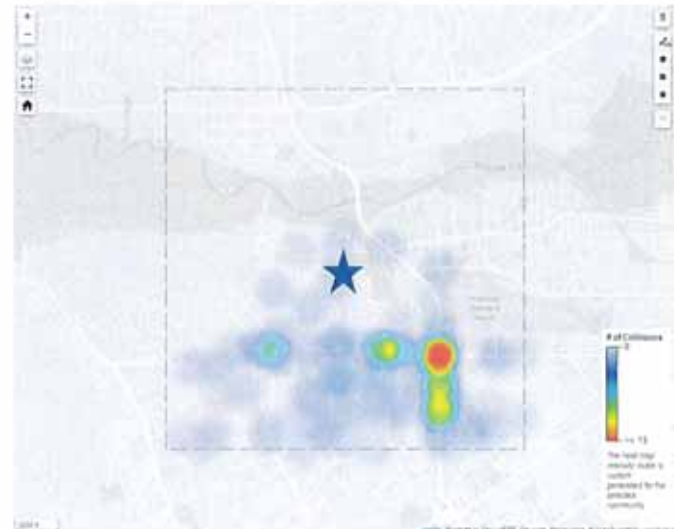
LOC. 10: HAYES & ROOSEVELT



LOCs. 11&12: JONES + CASS / MOBLEY + COOK



LOC. 13: MITCHELL + GRAMERCY



LOC 14: RUTLAND + ADLER

FY21/22 SB 821 Bicycle and Pedestrian Facilities Program
BIENNIAL CALL FOR PROJECTS APPLICATION

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

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.

By enhancing crossing signage and installing high-visibility crosswalks, each project location will improve access to Riverside's extensive multimodal system. The City is served by many Riverside Transit Agency routes, including their high-frequency Route 1 / Gold Line along Magnolia & University Avenues. The locations will serve a combined total of 221 RTA bus stops across 12 separate routes. A summary of routes & stops served by each location is as follows, and is illustrated in the included maps (along with sidewalks in each project component's vicinity):

Locations 1 & 2: 20 Route 12 Bus Stops, 7 Route 14 Bus Stops, 10 Route 1 Bus Stops, 3 Route 20 Bus Stops, 2 Route 13 Bus Stops, 6 Route 10 Bus Stops

Location 3: 10 Route 10 Bus Stops, 2 Route 51 Bus Stops, 1 Route 16 Bus Stop, 1 Route 204 Bus Stop

Location 4: 3 Route 16 Bus Stops

Locations 5 & 6: 15 Route 10 Bus Stops

Location 7: 3 Route 27 Bus Stops

FY21/22 SB 821 Bicycle and Pedestrian Facilities Program
BIENNIAL CALL FOR PROJECTS APPLICATION

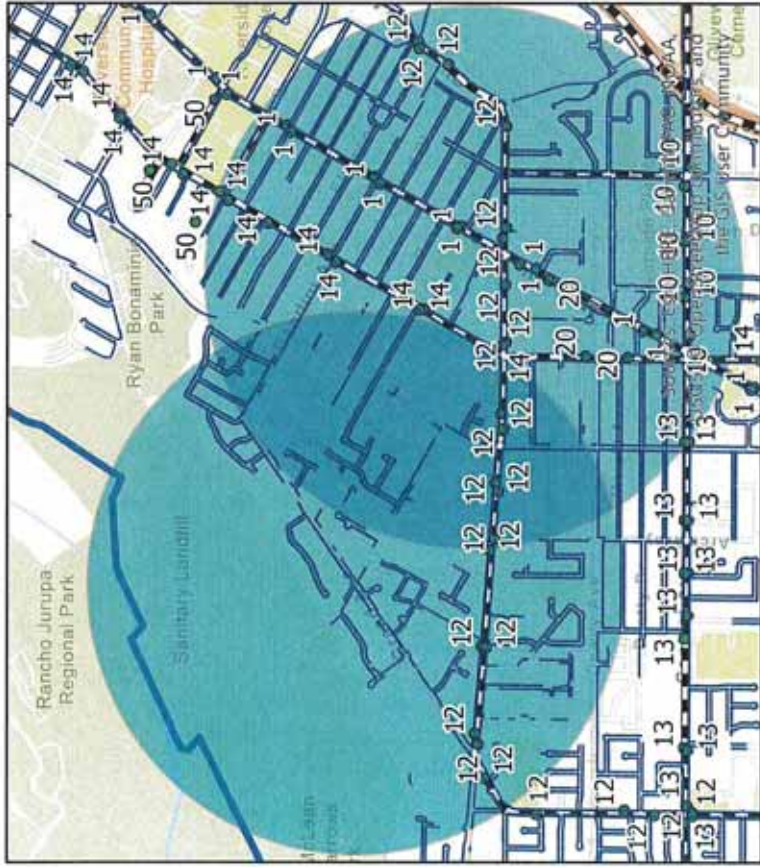
Location 8: 10 Route 27 Bus Stops

Locations 9 & 10: 24 Route 12 Bus Stops, 21 Route 1 Bus Stops, 4 Route 21 Bus Stops, 2 Route 10 Bus Stops, 5 Route 14 Bus Stops

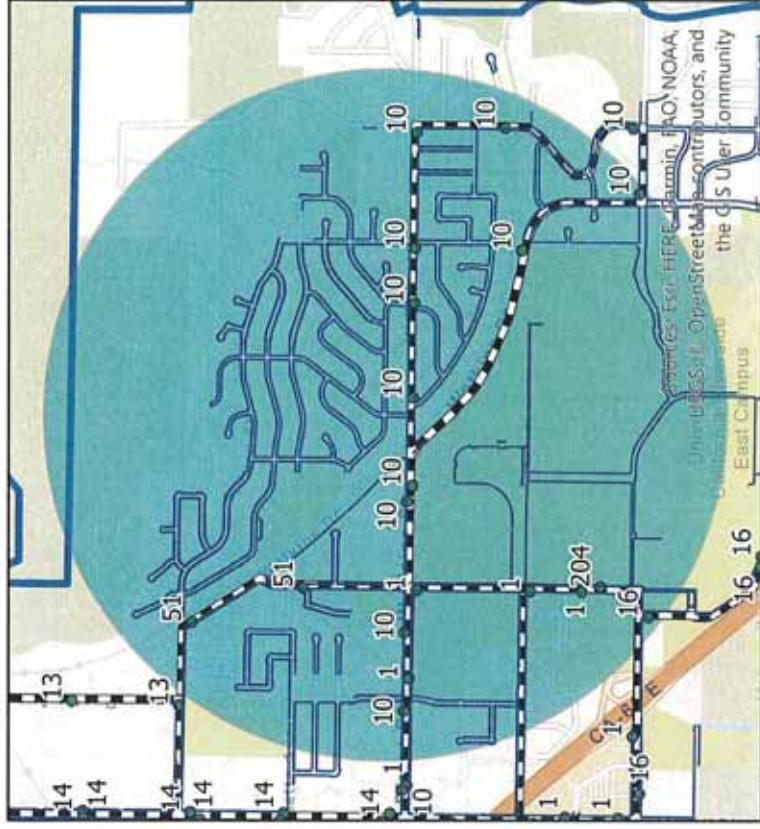
Locations 11, 12 & 13: 18 Route 15 Bus Stops, 14 Route 12 Bus Stops, 8 Route 1 Bus Stops, 12 Route 13 Bus Stops

Location 14: 4 Route 21 Bus Stops, 6 Route 15 Bus Stops.

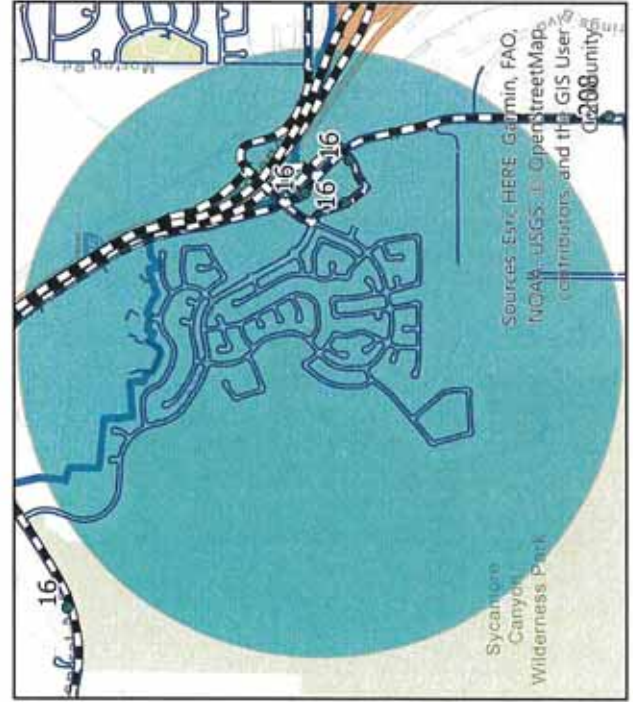
MULTIMODAL ACCESS: INTERSECTIONS 1-4



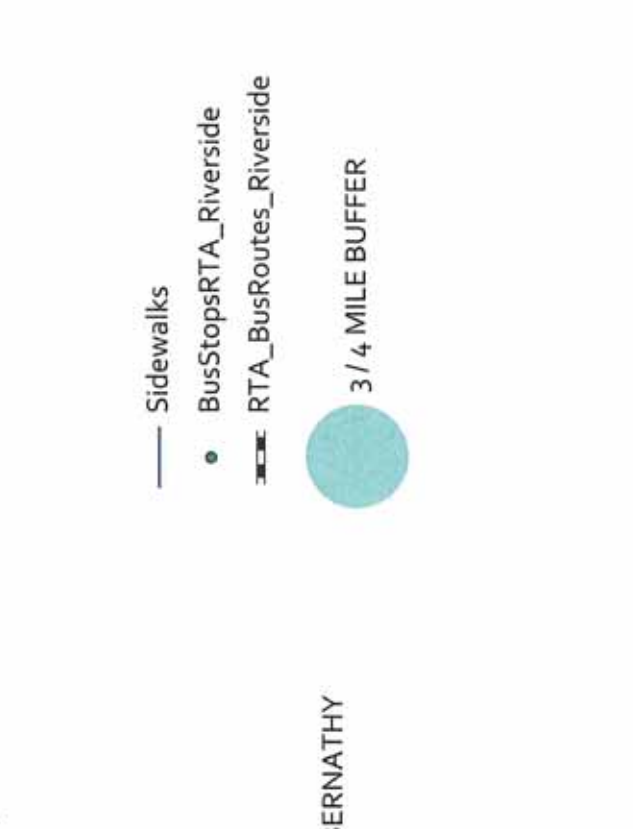
1. MAPLEWOOD + BIRCH



2. GRAND + RUBIDOUX



3. FLANDERS + HIGHLANDER

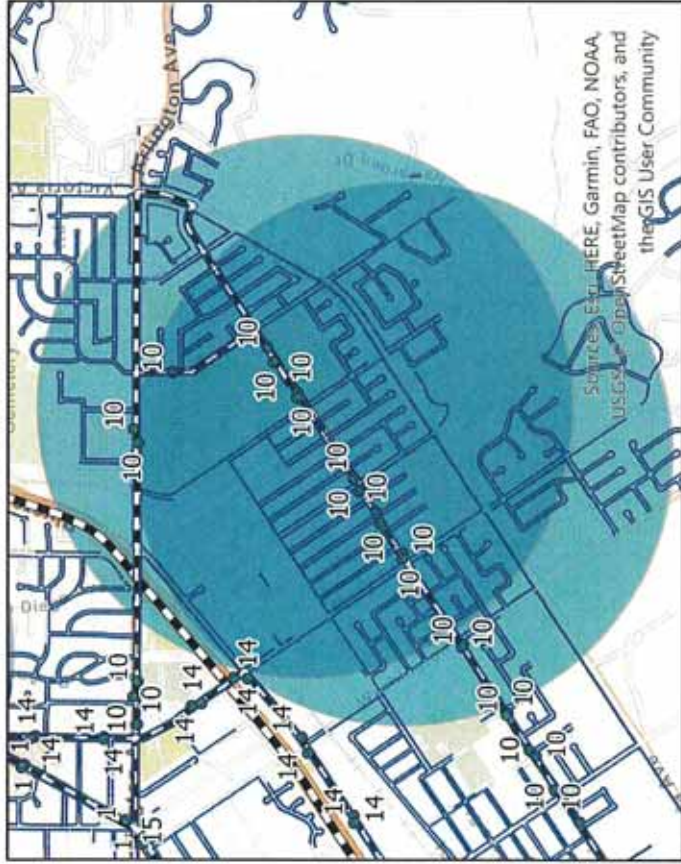


4. FAIR ISLE + ABERNATHY

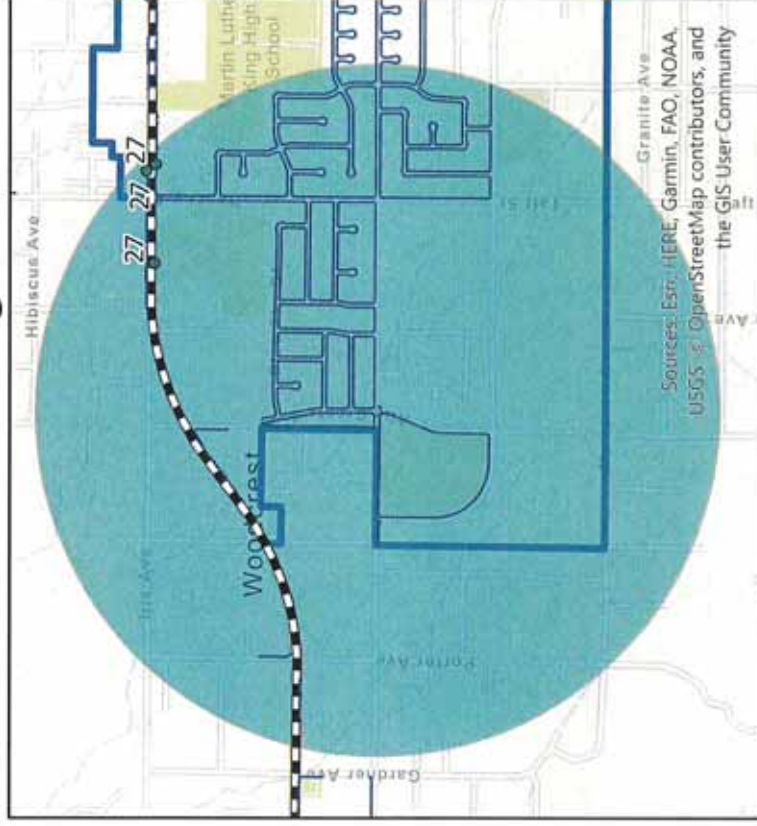
- Sidewalks
- BusStopsRTA_Riverside
- ▬ RTA_BusRoutes_Riverside
- 3/4 MILE BUFFER



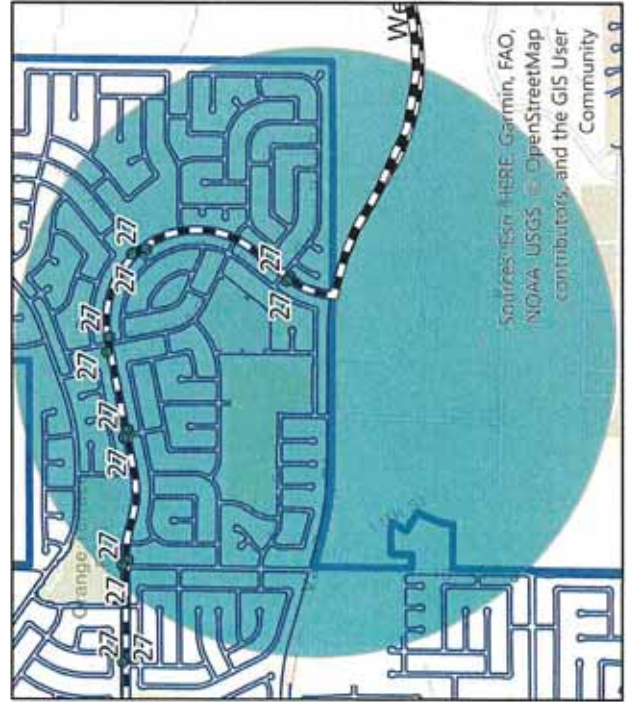
MULTIMODAL ACCESS: INTERSECTIONS 5-8



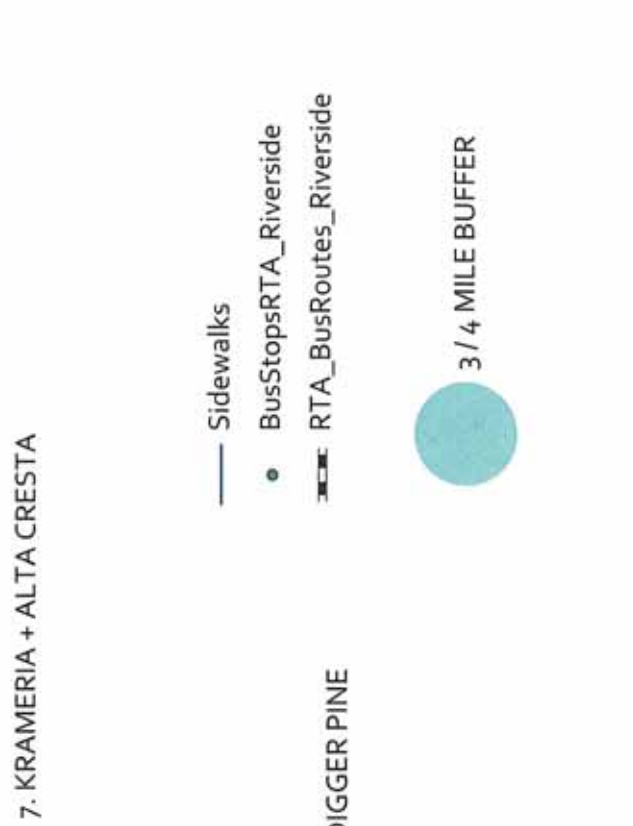
5. JANE + FAIRCHILD



6. MAUDE + LINCOLN



7. KRAMERIA + ALTA CRESTA

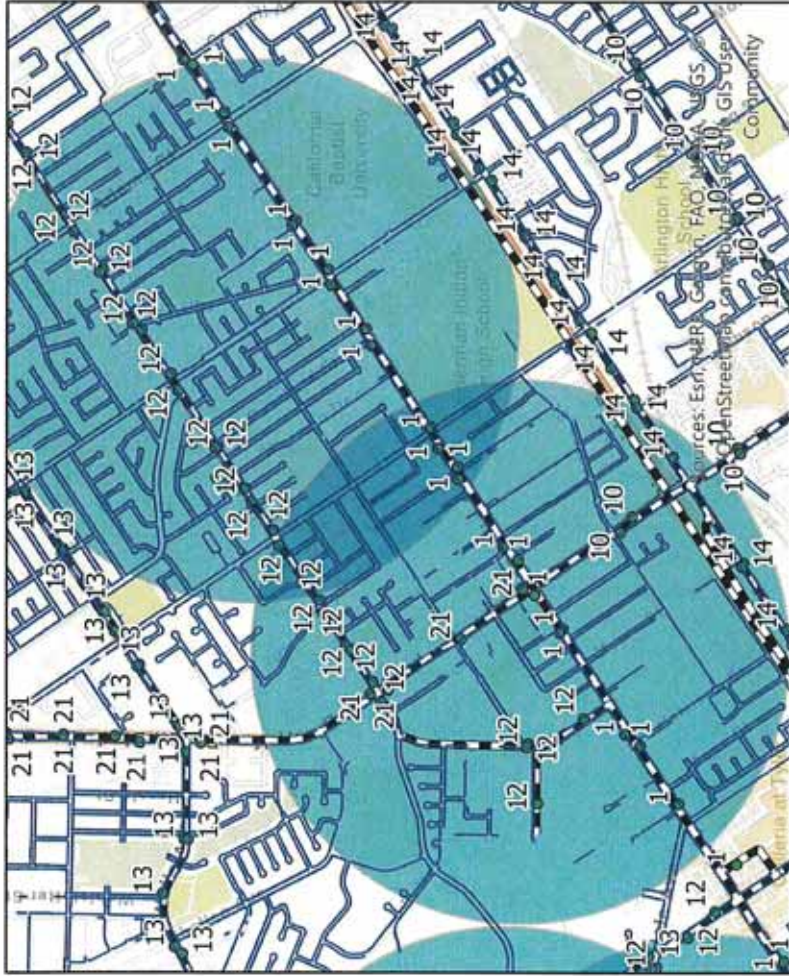


8. RED POPPY + DIGGER PINE

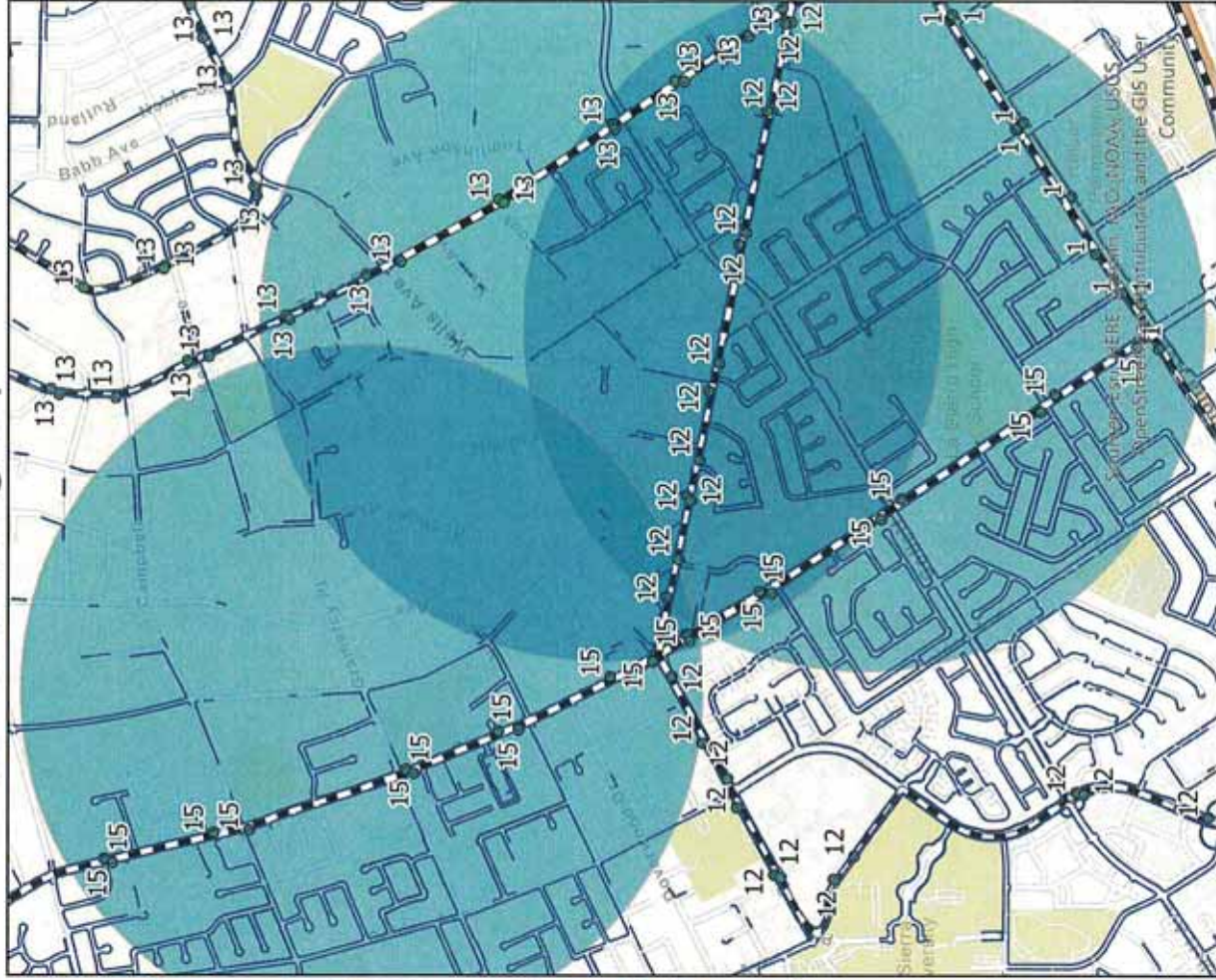
- Sidewalks
- BusStopsRTA_Riverside
- ⚡ RTA_BusRoutes_Riverside
- 3/4 MILE BUFFER



MULTIMODAL ACCESS: INTERSECTIONS 9-14



9: GARFIELD + MONROE 10: HAYES + ROOSEVELT

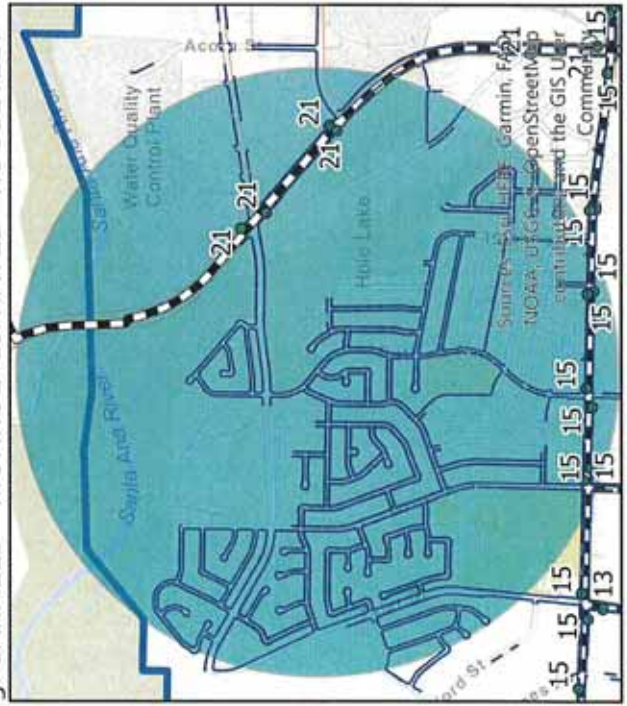


11: JONES + CASS 12: MOBLEY + COOK 13: MITCHELL + GRAMERCY

14: RUTLAND + ADLER

- Sidewalks
- BusStopsRTA_Riverside
- - - RTA_BusRoutes_Riverside

3/4 MILE BUFFER



21: GARFIELD + MONROE

- Sidewalks
- BusStopsRTA_Riverside
- - - RTA_BusRoutes_Riverside

3/4 MILE BUFFER

FY21/22 SB 821 Bicycle and Pedestrian Facilities Program
BIENNIAL CALL FOR PROJECTS APPLICATION

H. MATCHING FUNDS (10 points)

Points will be calculated based on the Funding Table above.

| 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 (5 Points)

Points will be assigned based on population equity table provided in FY20/21 SB 821 Call for Projects Guidelines.

J. CERTIFICATION

I certify that the information presented herein is complete and accurate and, if this agency receives funding, it will be used solely for the purposes stated in this application and following the adopted policies. If awarded, agency is committed to executing the Memorandum of Understanding with the Riverside County Transportation Commission by October 1, 2021.

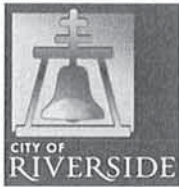
Signature Nathan Mustafa Title Deputy P.W. Director

Date 4/29/2021

Appendix A: Commitment to Local Match

Appendix B: Engineers Estimate

Appendix C: If applicable, copies of completed environmental document, title sheet, or right-of-way clearance.



Public Works Department

City of Arts & Innovation

April 29th, 2021

Re: Local Match Funding for the Riverside Citywide Pedestrian Crossing Improvement Project

To Whom It May Concern:

On April 10th, 2021 the Riverside City Council unanimously voted to approve \$162,500 in local matching funds to serve as a 50% match for the Riverside Citywide Pedestrian Crossing Improvement Project. I have verified that this amount matches the dollar amount shown in the Engineer's Estimate, and have attached the Council Memorandum and Minutes as evidence of our agency's commitment to fund its portion of the project should it be awarded.

Please feel free to reach out should you have any questions. nmustafa@riversideca.gov
951-826-2251

Sincerely,

Nathan Mustafa

Nathan Mustafa, PE, TE, AICP
Deputy Public Works Director – Field Operations



City of Arts & Innovation

City Council Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL DATE: APRIL 20, 2021
FROM: PUBLIC WORKS DEPARTMENT WARD: 6
SUBJECT: FY 2021/22 TDA ARTICLE 3 (SB 821) BICYCLE AND PEDESTRIAN FACILITIES PROGRAM BIENNIAL CALL FOR PROJECTS GRANT APPLICATIONS

ISSUE:

Authorize the submittal of three grant applications to the Riverside County Transportation Commission to construct new concrete sidewalks and pedestrian ramps, new LED stop signs & high visibility crosswalks, and host Cycling Savvy training & educational events for a total of \$442,500 in grant funding.

RECOMMENDATIONS:

That the City Council:

1. Authorize the Public Works Department to prepare and submit a FY 2021/22 TDA Article 3 (SB 821) grant application to the Riverside County Transportation Commission in the amount of \$250,000 with a City match from the Special Gas Tax Fund of the same amount to construct new concrete sidewalks and pedestrian ramps at Bryan Street and Cochran Avenue;
2. Authorize the Public Works Department to prepare and submit an SB 821 grant application to Riverside County Transportation Commission in the amount of \$162,500 with a City match from the Special Gas Tax Fund of the same amount to install LED Stop signs, high visibility crosswalks, and upgraded pedestrian ramps at 14 intersections Citywide;
3. Authorize the Public Works Department to prepare and submit an SB 821 grant application to Riverside County Transportation Commission in an amount up to \$30,000 to collaborate with the University of California Riverside in hosting three years of "Cycling Savvy" webinars, bike day events, and train your bike events;

BACKGROUND:

TDA Article 3, or SB 821, the Bicycle and Pedestrian Facilities Program, is provided through the Transportation Development Act (TDA), funded through a ¼ cent of the general statewide sales tax. The TDA provides two major sources of funding for public transportation: the Local Transportation Fund (LTF) and the State Transit Assistance (STA). The LTF provides funding for essential transit and commuter rail services, TDA Article 3/SB 821, and planning efforts. Each year, two percent of the LTF revenue is made available for use on bicycle and pedestrian facility

projects through the TDA Article3/SB 821 program. TDA Article 3/SB 821 is a discretionary program administered by the Riverside County Transportation Commission (RCTC). The amount available for programming in the 2021 TDA Article 3/SB 821 Call for Projects is an estimated \$4,325,000. Each City/Agency is eligible to submit up to three applications. Each application is limited to a maximum request of 10% of available funding (\$432,500). Total award to each City/Agency is limited to 20% of available funding (\$865,000).

The TDA Article3/SB 821 Call for Projects occurs on a biennial basis, with a release date on the first Monday in February and a closure date on the last Thursday in April. Per RCTC's TDA Article3/SB 821 adopted policies, awardees receiving an allocation have 36 months from award, defined as July 1 of the Call for Projects fiscal year cycle, to complete construction. Eligible projects include:

- Construction of bicycle and pedestrian facilities;
- Bicycle safety education programs;
- Maintenance of bicycling trails, which are closed to motorized traffic;
- Maintenance and repairs of Class I off-street bicycle facilities only;
- Restriping Class II bicycle lanes;
- Facilities provided for the use of bicycles 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; and
- Development of comprehensive bicycle and pedestrian plans.

DISCUSSION:

The Public Works Department is requesting authorization from the City Council to submit a grant application requesting a total of \$250,000 in TDA Article3/SB 821 grant funding to construct new concrete sidewalks and pedestrian ramps on Bryan Street from Mobley Avenue to the easterly terminus; and on Cochran Avenue from Mobley Avenue to Pendleton Street (Attachment 1).

Additionally, the Public Works Department is requesting authorization to submit a second TDA Article 3/SB 821 grant application in the amount of \$162,500 to install solar-powered LED-flashing stop signs, upgraded high-visibility crosswalks, and updated pedestrian ramps at the following fourteen locations:

| LED STOP SIGN LOCATIONS | |
|-------------------------|----------------------------------|
| WARD | LED FLASHING STOP SIGN LOCATIONS |
| 1 | MAPLEWOOD @ BIRCH |
| 1 | ORANGE @ FIFTH |
| 2 | FLANDERS @ HIGHLANDER |
| 2 | FAIR ISLE @ ABERNATHY (N) |
| 3 | JANE @ FAIRCHILD |
| 3 | MAUDE @ LINCOLN |
| 4 | KRAMERIA @ ALTA CRESTA |
| 4 | RED POPPY @ DIGGER PINE |
| 5 | GARFIELD @ MONROE |
| 5 | HAYES @ ROOSEVELT |
| 6 | JONES @ CASS |
| 6 | MOBLEY @ COOK |
| 7 | MITCHELL @ GRAMERCY |
| 7 | RUTLAND @ ADLER |

The recommended streets and intersections are located in close vicinity to local schools, parks, and shopping centers. If the projects are awarded, the new sidewalks, stop signs, crosswalks and pedestrian ramps are expected to improve sidewalk connectivity, enhance safety and mobility for residents, and improve public health by encouraging increased walking and a more active lifestyle. The combined effects would also reduce greenhouse gas emissions as residents would be encouraged to walk for their shorter trips.

Finally, the Public Works Department is seeking authorization to submit a third TDA Article 3/SB 821 grant application in the amount of \$30,000 in partnership with the University of California, Riverside (UCR) to host a series of “Cycling Savvy” bicycle training webinars and in-person informational events & workshops. UCR has offered to host the courses on-campus, and they will be available to the general public. The courses will be offered over a period of three years.

FISCAL IMPACT:

The total estimated cost for the Bryant Street and Cochran Avenue project including design, construction, construction engineering, and contingencies is \$500,000. The Public Works Department is proposing to provide \$250,000 (50%) in local matching funds to make the projects more competitive to receive grant funding.

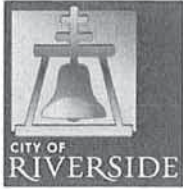
The total estimated cost for the LED stop sign and crosswalk upgrade project is \$325,000. The Public Works Department is proposing to provide \$162,500 (50%) in local matching funds.

No matching funds are recommended for the third “Cycling Savvy” project. The fiscal impact of this item is \$30,000 in the form of TDA Article 3 (SB 821) grant funding.

If the grant applications are awarded, staff will return to the City Council to request acceptance of the grant award and appropriate funds to the project accounts.

Prepared by: Kris Martinez, Public Works Director
Certified as to
availability of funds: Edward Enriquez, Chief Financial Officer/City Treasurer
Approved by: Rafael Guzman, Assistant City Manager
Approved as to form: Kristi J. Smith, Interim City Attorney

Attachment: Location Maps



City of Arts & Innovation

CITY COUNCIL MINUTES

TUESDAY, APRIL 20, 2021, 1 P.M.
VIRTUAL MEETING
PUBLIC COMMENT IN PERSON/TELEPHONE
ART PICK COUNCIL CHAMBER
3900 MAIN STREET

RETROACTIVE APPROVAL - OFFICE OF EMERGENCY SERVICES FISCAL YEAR 2020 GRANT - BACKUP EQUIPMENT TO ENHANCE RESILIENCY OF PUBLIC UTILITIES WATER FACILITIES DURING POWER OUTAGES - SUPPLEMENTAL APPROPRIATION

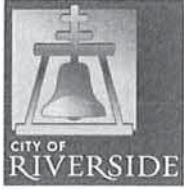
The City Council (1) retroactively approved the submittal of a grant application to the California Governor's Office of Emergency Services in the amount of \$300,000 to procure backup equipment necessary to enhance the resiliency of the Public Utilities Department's Water facilities during power outages; (2) authorized the City Manager, or his designee, to accept the grant award from the California Governor's Office of Emergency Services and execute all grant documents, including making minor and non-substantive changes to documents associated with the grant; and (3) by at least five affirmative votes, authorized an increase in revenues in the amount of \$300,000 and appropriate a grant expenditure in the same amount to the Water Fund Public Safety Power Shutoffs grant account.

AGREEMENT AMENDMENT - MUNICIPAL PARKING FACILITIES

The City Council (1) approved the Fifth Amendment to the Maintenance Services Agreement with Brightview Landscape Services, Calabasas, California, for a term of July 1, 2021, through June 30, 2022, in the amount of \$74,044 in accordance with Purchasing Resolution No. 23256, Section 702(g); and (2) authorized the City Manager, or his designee, to execute the Fifth Amendment to the Maintenance Services Agreement for Downtown Area Landscaping with Brightview Landscape Services, including making minor and non-substantive changes.

FISCAL YEAR 2021-22 TRANSPORTATION DEVELOPMENT ACT GRANT - PEDESTRIAN FACILITIES PROGRAM - BRYAN/COCHRAN - LED STOP SIGNS AND HIGH VISIBILITY CROSSWALKS AND RAMPS AT VARIOUS CITY LOCATIONS

The City Council (1) authorized the Public Works Department to prepare and submit a Fiscal Year 2021/22 Transportation Development Act Article 3 (SB 821) grant application to the Riverside County Transportation Commission in the amount of \$250,000 with a City match from the Special Gas Tax Fund of the same amount to construct new concrete sidewalks and pedestrian ramps at Bryan Street and Cochran Avenue; (2) authorized the Public Works Department to prepare and submit an SB 821 grant application to Riverside County Transportation Commission in the amount of \$162,500 with a City match from the Special Gas Tax Fund of the same amount to install LED Stop signs, high visibility crosswalks, and upgraded pedestrian ramps at 14 intersections Citywide; and (3) authorized the Public Works Department to prepare and submit an SB 821 grant application to Riverside



City of Arts & Innovation

CITY COUNCIL MINUTES

TUESDAY, APRIL 20, 2021, 1 P.M.
VIRTUAL MEETING
PUBLIC COMMENT IN PERSON/TELEPHONE
ART PICK COUNCIL CHAMBER
3900 MAIN STREET

County Transportation Commission in an amount up to \$30,000 to collaborate with the University of California Riverside in hosting three years of "Cycling Savvy" webinars, bike day events, and train your bike events.

DISCUSSION CALENDAR

AGREEMENT - EMPLOYEE ADMINISTRATIVE INVESTIGATIVE SERVICES

Following discussion, it was moved by Councilmember Fierro and seconded by Councilmember Perry to approve the Professional Consultant Services Agreement with Nevins Professional Investigations to provide administrative investigative services upon mutual agreement of both parties for a three year term through June 30, 2024, in the amount of \$65,000 annually, for a total agreement amount of \$195,000. The motion carried unanimously.

LAURA'S LAW OVERVIEW

Following discussion, it was moved by Councilmember Edwards and seconded by Councilmember Perry to (1) receive and order filed the overview on Laura's Law; and (2) send a letter recommending that the County of Riverside not opt out of Laura's Law and request the County to use Proposition 63 Funding. The motion carried with Councilmembers Edwards, Melendrez, Fierro, Perry, and Hemenway, and Councilwoman Plascencia voting aye and Councilmember Conder abstaining.

COMMUNITY AND POLICING UPDATE IN RIVERSIDE

Following discussion and without formal motion, the City Council received and order filed the update on community and policing in Riverside.

COMMUNICATIONS

CITY ATTORNEY REPORT ON CLOSED SESSIONS

Interim City Attorney Smith announced there were no reportable actions on closed sessions.

ITEMS FOR FUTURE CITY COUNCIL CONSIDERATION

Councilmember Perry requested a report on the Board of Ethics review process. Mayor Lock Dawson requested the status on recruitment for a Diversity Officer.

APPENDIX B

| Project Information | | | |
|---|---|-------------------------------|-----------------|
| Agency: | City of Riverside | | Date: 4/27/2021 |
| Project: | Citywide Pedestrian Crossing Improvements | | |
| Licensed Engineer in responsible charge of preparing or reviewing cost estimate: | | Nathan Mustafa, License 83654 | |

Engineer's Estimate and Cost Breakdown

| General Overhead Related Construction Items | | | | | |
|---|---|----------|------|-------------|-----------------|
| Item No. | Item | Quantity | Unit | Unit Cost | Total Item Cost |
| 1 | Mobilization | 1 | LS | \$30,000.00 | \$25,000.00 |
| 2 | Traffic Control | 1 | LS | \$25,000.00 | \$20,000.00 |
| 3 | Stormwater Protection Plan | 1 | LS | \$25,000.00 | \$20,000.00 |
| 4 | Contract Administration / Job Site Manag. | 1 | LS | \$25,000.00 | \$24,500.00 |
| General Construction Items | | | | | |
| 5 | Reconstruct ADA Ramp | 14 | EA | \$5,000.00 | \$70,000.00 |
| 6 | Install High-Visibility Crosswalk | 32 | EA | \$2,500.00 | \$80,000.00 |
| 7 | Install LED Stop Sign | 28 | EA | \$2,000.00 | \$56,000.00 |

| | |
|------------------------------|---------------------|
| Subtotal | \$295,500.00 |
| Contingency (10%) | \$29,500.00 |
| Total Project Cost | \$325,000.00 |
| Local Match (50%) | \$162,500.00 |
| Requested Funds (50%) | \$162,500.00 |

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 21/22 Call for Projects, reimbursable work starts on July 1, 2021.
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 21/22 Call for Projects, MOUs must be executed by October 1, 2021.

ATTACHMENT 3

TDA ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES
NON-TRANSIT CLAIM FORM

CLAIMANT: _____ COUNTY: Riverside

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

I verify that the information on this Claim Form is true and accurate to the best of my knowledge.

Signed: _____ Date: _____

PROJECT NAME: _____

PROJECT AWARDED IN FY: _____

START DATE (Mo/Yr): _____

COMPLETED DATE (Mo/Yr): _____

TDA ARTICLE 3 REVENUES AND EXPENSES OF CLAIMANT:

| | | |
|---------------------|----------|-----------|
| Total Project Cost | \$ _____ | (100 %) |
| Local Match Spent: | \$ _____ | (%) |
| SB 821 Funds Spent: | \$ _____ | (%) |

Breakdown of Project Cost (must add up to "Total Project Cost" above):

| | |
|------------------------|----------|
| Administration | \$ _____ |
| PA/ED | \$ _____ |
| PS&E | \$ _____ |
| Right-of-Way | \$ _____ |
| Construction | \$ _____ |
| Other (specify): _____ | \$ _____ |
| Other (specify): _____ | \$ _____ |

Supporting Document Checklist:

- Notice of Completion
- Before and After pictures of project site
- Paid Invoices

ASSURANCE OF MAINTENANCE
SB 821 SIDEWALK/BIKEWAY FACILITIES

WHEREAS, THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION HAS
ALLOCATED \$ _____ TO THE CITY/COUNTY OF _____
FOR THE IMPROVEMENT OF THE _____
SIDEWALK/BIKEWAY PROJECT; AND,

WHEREAS, THIS INVESTMENT OF PUBLIC FUNDS CAN BE FULLY REALIZED IF
THIS FACILITY IS MAINTAINED TO ADEQUATE OPERATING STANDARDS FOR USE BY
COMMUTER AND RECREATIONAL PEDESTRIANS/BICYCLISTS;

THEREFORE, THE CITY/COUNTY OF _____ ASSURES
THAT THIS FACILITY WILL BE MAINTAINED AT ADEQUATE OPERATING STANDARDS.

SIGNED: _____

TITLE: _____

DATE: _____