

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

588A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
January 24, 2013

SUBJECT: Cooperative Agreement between the County of Riverside and the City of Jurupa Valley to complete the design and right-of-way acquisition phases of the Clay Street Railroad Grade Separation Project.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement with the City of Jurupa Valley for the Clay Street Railroad Grade Separation Project, and;
2. Authorize the Chairman of the Board of Supervisors to execute the same.

BACKGROUND: Clay Street is a four-lane Major Highway that connects Limonite Avenue to

Juan C. Perez
Director of Transportation and Land Management

CSS:css
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE: 1/20/13
BY: ANNA W. WANG
Departmental Concurrence

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

Prev. Agn. Ref. 7/29/08 3.148 | District: 2/2 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-67

The Honorable Board of Supervisors

RE: Cooperative Agreement between the County of Riverside and the City of Jurupa Valley to complete the design and right-of-way acquisition phases of the Clay Street Railroad Grade Separation Project.

January 24, 2013

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the north and Van Buren Boulevard to the south. A Union Pacific Railroad (UPRR) at grade crossing currently exists on Clay Street just east of Van Buren Boulevard in the Indian Hills area of Riverside County. The COUNTY Transportation Improvement Program (TIP) provides for improvements to the existing Union Pacific Railroad at grade crossing located on Clay Street, which is located within the jurisdictional boundaries of CITY.

The proposed project will grade separate Clay Street as an underpass (depressed roadway) under the proposed railroad bridge structure that will maintain the UPRR mainline track at the current grade. This grade separation project will improve vehicular traffic circulation and safety and will provide uninterrupted and efficient access for motorists, residents, businesses, pedestrians and emergency vehicles in the area. Additionally, the project will also enhance the operational characteristics (i.e. speed, efficiency, and reliability) of freight and passenger trains through Riverside County by eliminating conflicts between railroad operations and vehicular traffic.

Funding for the project is being provided from the Trade Corridor and Improvement Fund (TCIF), from the Congestion Mitigation and Air Quality (CMAQ) Improvement Program and from the Federal Highways Administration (FHWA) funding programs. TCIF funding requirements include a stipulation that a construction contract must be executed on or before December 31, 2013.

COUNTY is designated as the lead agency for these fund and has obtained environmental clearance, is substantially complete with the preparation of plans, specifications and estimates and has initiated acquisition of needed real property interests.

The project now lies within the jurisdiction of Jurupa Valley since its incorporation. The City desires to have the County maintain responsibility for completing the project.

This agreement designates the County as the lead agency for the design and right-of-way acquisition services for the project. The City has requested that the County take the lead on right-of-way activities, including negotiations and acquisition. The potential use of eminent domain, should it be necessary, will be considered as a separate future Board action.

B7-0753

AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY

AND

CITY OF JURUPA VALLEY

Contract No. 13-02-003

Riverside Co. Transportation

FOR

CLAY STREET GRADE SEPARATION IMPROVEMENTS

This Agreement entered into this _____ day of _____, 2013, by and between the COUNTY of Riverside (hereinafter "COUNTY") and the CITY of Jurupa Valley (hereinafter "CITY") for the provision of certain roadway improvements on Clay Street located within the jurisdictional boundaries of the CITY.

RECITALS

- A. The COUNTY Transportation Improvement Program (TIP) provides for improvements to the existing Union Pacific Railroad at grade crossing located on Clay Street (hereinafter "PROJECT"), as shown on Exhibit "A", which is located within the jurisdictional boundaries of CITY.
- B. On June 2, 2009, the COUNTY executed an agreement with the firm of Washington Group International Inc. to provide engineering and environmental services necessary to construct the proposed grade separation improvements on Clay Street.
- C. The current COUNTY Transportation Improvement Program (2012/2013 TIP, as approved by the Riverside County Board of Supervisors, September 25, 2012) identifies PROJECT funding from the Trade Corridor and Improvement Fund (TCIF), from the Congestion Mitigation and Air Quality (CMAC) Improvement Program and from the Federal Highways Administration (FHWA). The COUNTY is designated as the lead agency for these funds.
- D. The PROJECT would grade separate Clay Street as an underpass (depressed roadway) under the proposed railroad bridge structure that will maintain the UPRR mainline track at the current grade. These grade separation improvements would improve vehicular traffic circulation and safety and provide uninterrupted and efficient access for motorists, residents, businesses, pedestrians and emergency vehicles in the area. Additionally, the PROJECT would also enhance the operational characteristics (i.e. speed, efficiency, and reliability) of freight and passenger trains through Riverside County by eliminating conflicts between railroad operations and vehicular traffic. The COUNTY has obtained environmental clearance and is substantially complete with the preparation of plans, specifications and estimate for the PROJECT. The CITY and the

COUNTY desire to continue developing the PROJECT.

- E. The PROJECT is located within the right-of-way of the Union Pacific Railroad (“hereinafter UPRR”) and will therefore require coordination with UPRR.
- F. TCIF funding requirements include a stipulation that construction activities for the PROJECT must commence on or before December 31, 2013.
- G. The COUNTY and the CITY desire to have the COUNTY maintain responsibility as the Lead Agency for the overall development and implementation of the PROJECT. The COUNTY has extensive experience in the development and implementation of bridge structure projects involving Federal and State agencies. Keeping the COUNTY as the lead agency will provide continuity in the development of the PROJECT and is the best option for meeting the TCIF funding deadline. The COUNTY will therefore provide the administrative, technical, managerial and support services necessary to complete the development of the design and right-of-way for the PROJECT.
- H. The COUNTY and CITY desire to define herein the terms and conditions under which the PROJECT is to be administered, engineered, coordinated and financed. Construction of the PROJECT will be covered by an amendment to this Agreement or by separate agreement.
- I. Public agencies may jointly exercise any power common to them pursuant to Government Code section 6502 and Code of Civil Procedure section 1240.140(b). California Government Code section 6502 provides that “[i]f authorized by their legislative or governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties”. California Code of Civil Procedure section 1240.140(b) provides that “[t]wo or more public agencies may enter into an agreement for the joint exercise of their respective powers of eminent domain, whether or not processed in common, for acquisition of property as a single parcel”. The COUNTY and the CITY are public agencies within the meaning of Government Code section 6500 *et seq.* and possess the common power to acquire real property and construct facilities thereon for street and highway purposes.
- J. The COUNTY and the CITY desire to designate the COUNTY as lead agency to perform right-of-way activities and to acquire the necessary real property interests for the PROJECT, including eminent domain, if necessary, on behalf of CITY, in accordance with applicable law, including Government Code section 7260 *et seq.* and the Eminent Domain Law, Code of Civil Procedure section 1230.010 *et seq.*

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

SECTION 1 • COUNTY AGREES:

1. To complete, or cause to be completed, detailed Environmental and PS&E documents for the PROJECT, and secure all necessary construction permits from the regulatory agencies.
2. To perform right-of-way activities required to acquire the necessary real property interests for the PROJECT including appraisals, acquisition, relocation and condemnation, if necessary, in accordance with applicable law, including Government Code section 7260 *et seq.* and Code of Civil Procedure section 1230.010 *et seq.*
3. To identify utility conflicts and design for and coordinate relocations for the PROJECT, if necessary.
4. To deliver legal title to the right-of-way, including access rights in compliance with the current State Right-of-way manuals, procedures, and guidelines, free and clear of all encumbrances detrimental to the CITY's present and future uses not later than the date of acceptance by the CITY of maintenance and operation of the PROJECT. Acceptance of said title by the CITY is subject to a review of a Policy of Title Insurance in the CITY's name to be provided by the COUNTY.
5. To pass a Resolution to jointly exercise the powers of eminent domain pursuant to the authority of California Government Code section 6502 and California Code of Civil Procedure section 1240.140, and to thereby agree and accept that authorization for the COUNTY to act as lead agency for land acquisition services, including acquisition by eminent domain, if necessary, of real properties located within the CITY's jurisdiction that are necessary for the Project. The Resolution shall provide that the COUNTY shall exercise the CITY's power of eminent domain in accordance with Government Code section 7260 *et seq.* and Code of Civil Procedure section 1230.010 *et seq.* Accordingly, the adoption by the COUNTY of any resolution of necessity would require that the COUNTY's governing body, in its sole and exclusive discretion, make the findings required by Code of Civil Procedure section 1245.230.
6. To prepare certain right-of-way documents in compliance with all applicable State and Federal laws and regulations. Documents to be prepared by the COUNTY include but are not limited to Legal Descriptions, Plats, Right-of-way Maps and Appraisals.
7. Nothing in this agreement is intended to commit the COUNTY to funding any portion of the PROJECT beyond the funds available as shown in Exhibit "B", attached hereto and incorporated by this reference, or shall be

construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to continue with the PROJECT, if funds are no longer available.

8. To furnish the CITY one complete set each of approved Plans, Specifications and Estimates.

SECTION 2 • CITY AGREES:

1. To pass a Resolution to jointly exercise the powers of eminent domain pursuant to the authority of California Government Code section 6502 and California Code of Civil Procedure section 1240.140, and to thereby agree and accept that authorization for the COUNTY to act as lead agency for land acquisition services, including acquisition by eminent domain, if necessary, of real properties located within the CITY's jurisdiction that are necessary for the PROJECT. The Resolution shall provide that the CITY shall grant to the COUNTY, the CITY's power of eminent domain to acquire the necessary real property interests and of rights of way located within the CITY's jurisdiction in connection with the PROJECT and that the COUNTY shall exercise the CITY's power of eminent domain in accordance with Government Code section 7260 *et seq.* and Code of Civil Procedure section 1230.010 *et seq.* Accordingly, the adoption by the COUNTY of any resolution of necessity would require that the COUNTY's governing body, in its sole and exclusive discretion, make the findings required by Code of Civil Procedure section 1245.230. The CITY agrees to cooperate with the COUNTY in the COUNTY's exercise of the CITY's power of eminent domain.
2. To provide at no cost to the PROJECT, oversight of the PROJECT, to provide prompt reviews and approvals, as appropriate, of submittals by the COUNTY, and to cooperate in timely processing of the PROJECT.
3. To issue, at no cost to the COUNTY or its consultants and contractors, upon proper application by the COUNTY or the COUNTY's consultants or contractors, an encroachment permit authorizing entry onto CITY'S right-of-way to perform construction, survey and other investigative activities required to complete the design and right-of-way activities for the PROJECT.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Recitals set forth above at the beginning of this Agreement are incorporated herein by this reference.
2. The total cost of PROJECT development including PROJECT administration, management, environmental, design completion and approval, right-of-way, and utility coordination is estimated to be \$31,025,000.
3. To meet and confer and to collectively work to identify adequate funding for the construction of the PROJECT.
4. Nothing in this Agreement is intended to commit either the COUNTY or CITY to funding any portion of the PROJECT or shall be construed as obligating the COUNTY or the CITY to continue with PROJECT, if funds

are not available.

5. In the event that the COUNTY defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the CITY shall have the option to terminate this Agreement upon 90 days written notice to the COUNTY.
6. In the event that the CITY defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate this Agreement upon 90 days written notice to the CITY.
7. Neither the CITY, nor any of its officers, employees, representatives, agents or attorneys shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the COUNTY under or in connection with any work, authority or jurisdiction delegated to the COUNTY under this Agreement. It is further agreed that pursuant to Government Code section 895.4, the COUNTY shall fully indemnify and hold the CITY harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of anything done or omitted to be done by the COUNTY under or in connection with any work, authority or jurisdiction delegated to the COUNTY under this Agreement.
8. Neither the COUNTY, nor any of its officers, employees, representatives, agents or attorneys shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement. It is further agreed that pursuant to Government Code section 895.4, the CITY shall fully indemnify and hold the COUNTY harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement.
9. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
10. This Agreement and the exhibits herein contain the entire agreement between the parties, and are intended by the parties to completely state the Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.
11. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by

both parties and no oral understanding or Agreement not incorporated herein shall be binding on either party hereto.

12. Each provision, term, condition, covenant and /or restriction in this Agreement shall be considered severable. In the event that any provision, term, condition, covenant and/or restriction, or part thereof is declared invalid, unconstitutional or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not effect the remainder of the Agreement, which shall continue in full force and effect.
13. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.
14. The COUNTY and the CITY shall retain or cause to be retained for audit for a period of three (3) years from the date of final payment, all records and accounts relating to the PROJECT.
15. All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Such notices shall be mailed or otherwise delivered to the addresses set forth below, or at such other address as respective parties may provide in writing for this purpose:

COUNTY

Director of Transportation and Land Management

COUNTY of Riverside • Transportation Department

4080 Lemon Street, 8th Floor

Riverside, CA 92502

CITY

City Engineer

CITY of Jurupa Valley

8304 Limonite Avenue, Suite M


Jurupa Valley, CA 92509

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

APPROVALS

COUNTY OF RIVERSIDE Approvals

APPROVED AS TO FORM:


_____ Dated: 2/20/13
PAMELA J. WALLS
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____
PRINTED NAME
Chairman, Riverside County Board of Supervisors

ATTEST:


_____ Dated: _____
KECIA HARPER-IHEM
Clerk of the Board (SEAL)

CITY OF JURUPA VALLEY Approvals

APPROVED AS TO FORM BY:


_____ Dated: 1/23/13
PETER THORSON
City Attorney

APPROVAL BY CITY COUNCIL:


_____ Dated: 1/23/13
VERNE LAURITZEN
Mayor, City of Jurupa Valley

ATTEST:


_____ Dated: 1/23/13
VICTORIA WASKO, CMC
City Clerk (SEAL)

EXHIBIT A • VICINITY MAP

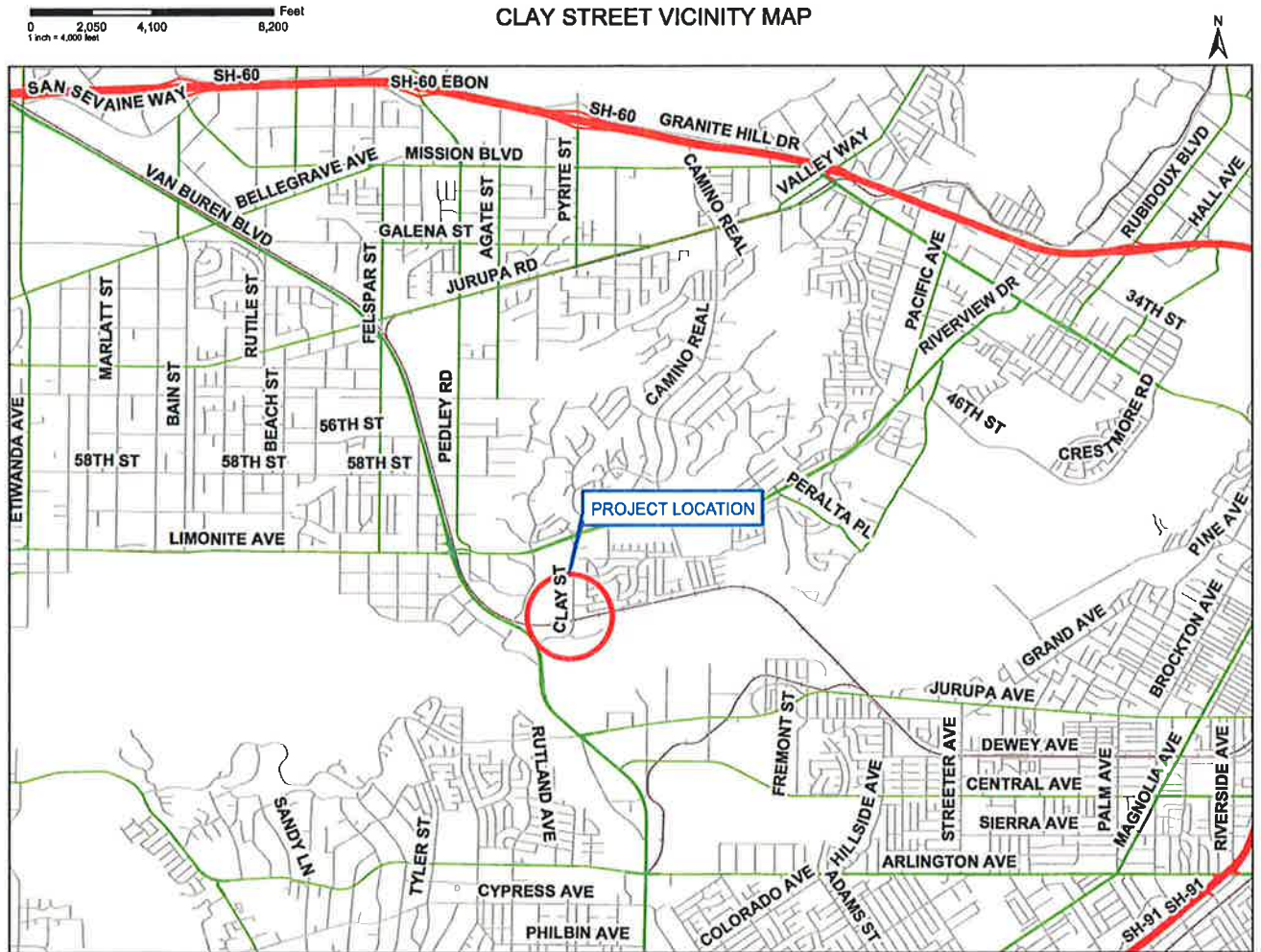


EXHIBIT B • PROJECT COST ESTIMATE

TASK	FHWA	CMAQ	TCIF	LTF	RDA	TOTAL
Engineering & Environmental	\$ 2,500				\$625	\$ 3,125
Right-of-way Acquisition		\$ 3,500				\$ 3,500
Utilities		\$ 3,000				\$ 3,000
Construction		\$ 7,729	9,500	\$ 1,171		\$ 18,000
Construction Support			\$ 3,000			\$ 3,000
TOTALS	\$ 2,500	\$ 14,229	\$ 12,500	\$ 1,171	\$625	\$ 31,025

Notes:

\$ are in \$1,000

Utility costs do not include costs to be funded by the utility companies

LTF = Local Transportation Funds

RDA = Redevelopment Agency