

FORM APPROVED COUNTY COUNSEL 4/5/16  
 BY: GREGORY P. PRIAMOS DATE

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

308A



**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
 March 29, 2016

**SUBJECT:** Approval of the Maintenance Agreement for Perris Valley Line Grade Crossings between the Southern California Regional Rail Authority and the County of Riverside. 1<sup>st</sup> and 2<sup>nd</sup> District; [\$2,000]; Local Funds 100% Ongoing

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Maintenance Agreement for Perris Valley Line (PVL) Grade Crossings between the Southern California Regional Rail Authority (SCRRA) and the County of Riverside (County); and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

**BACKGROUND:**

**Summary**

The Riverside County Transportation Commission (RCTC) recently completed the construction of the PVL, which includes 24 miles of commuter rail service, between the existing downtown City of Riverside station to the downtown City of Perris station. This agreement is for the maintenance of 13 newly upgraded grade crossings within this extension of the line.

Patricia Romo  
 Assistant Director of Transportation

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 2,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** 100% Gas Tax

**Budget Adjustment:**  
 For Fiscal Year: On-Going

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
 Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- Positions Added
- Change Order

- A-30
- 4/5 Vote

Prev. Agn. Ref.:

District: 1, 2

Agenda Number:

3-27

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

**FORM 11:** Approval of the Maintenance Agreement for Perris Valley Line Grade Crossings between the Southern California Regional Rail Authority and the County of Riverside. 1<sup>st</sup> and 2<sup>nd</sup> District; [\$2,000]; Local Funds 100%

**DATE:** March 29, 2016

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary (continued)**

The extension of the 91/PVL includes construction and rehabilitation of railroad tracks, upgrade of 18 at-grade crossings, and construction of four new stations: Riverside-Hunter Park/UCR, Moreno Valley/March Field, Downtown Perris and South Perris.

This maintenance agreement, defines the roles and responsibilities of maintenance at and near the railroad grade crossings by SCRRA and the County. SCRRA will maintain at each crossing area up to two feet beyond the rails of each track, all warning devices, swing gates, warning tactile strips, striping and any fencing and hand railing for pedestrians. Within unincorporated County, at the locations shown in Exhibit A of the agreement, the County will:

- Remove vegetation within the county crossing easement or public street right of way on or about the crossing area
- Maintain street improvements within the crossing area
- Maintain the Poarch road at grade emergency crossing gates and their associated equipment, signage and appurtenances

**Impact on Residents and Businesses**

The public will benefit from the 24-mile extension of the Metrolink commuter rail service, which includes four new stations.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The ongoing maintenance cost is estimated to be \$2000 annually to be paid from Gas Tax funds.

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

Location map

Agreement



**Perris Valley Line (PVL) Location Map**

**MAINTENANCE AGREEMENT  
For  
PVL GRADE CROSSINGS**

Between

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
(SCRRA)**

And the

**COUNTY OF RIVERSIDE**

For

**MAINTENANCE OF EXISTING  
RAILROAD GRADE CROSSINGS**

In

**COUNTY OF RIVERSIDE  
RIVERSIDE, CALIFORNIA**

## MAINTENANCE AGREEMENT

This Maintenance Agreement (“AGREEMENT”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY of Riverside, a public agency duly organized and existing under the laws of the State of California, hereinafter referred to as the "COUNTY", and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY, a joint powers authority existing under the laws of the State of California, hereinafter referred to as "SCRRA":

### RECITALS

- A. SCRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain and operate the “METROLINK” commuter train system. The five-county member agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority (“METRO”), Ventura County Transportation Commission (“VCTC”), Orange County Transportation Authority (“OCTA”), San Bernardino Associated Governments (“SANBAG”), and Riverside County Transportation Commission (“RCTC”). SCRRA builds, operates, and maintains a commuter rail system in the five-county area on rail rights-of-ways owned by the member agencies. For this PROJECT, the owner of the rail right-of-way is the RCTC.
- B. SCRRA and “Operating Railroads” [as used herein “Operating Railroads means any passenger or freight-related railroad company(s) operating on SCRRA track(s), including the National Railroad Passenger Corporation (AMTRAK), the Union Pacific Railroad Company (UPRR), and the BNSF Railway Company (BNSF)], operate trains and rail equipment through the crossing locations on tracks and right-of-way owned by RCTC.

- C. The Riverside County Transportation Commission constructed the Perris Valley Line (PVL), which includes 24 miles of commuter rail services from the existing Riverside Downtown Station to the cities of Moreno Valley and Perris in western Riverside County, California. The PVL connects to the existing Riverside Downtown Station from the existing BNSF San Bernardino Subdivision and extends rail service south to the City of Perris. The PVL has upgraded at-grade crossings to current California Public Utility Commission (CPUC) and SCRRA Standards in the Cities of Riverside and Perris, and in the County of Riverside, including the Citrus Street and Poarch Road at grade crossings in the County of Riverside.
- D. The Villa Street at-grade crossing was not up-graded to current California Public Utility Commission (CPUC) and SCRRA Standards as part of the PVL, however it is included herein as part of the AGREEMENT.
- E. The Poarch Road at-grade crossing will be closed to public traffic by the PVL with automated gates and signage. The Poarch Road crossing will be used solely for fire service and emergency access.
- F. COUNTY and SCRRA desire to cooperate and maintain Villa Street, Citrus Street and Poarch Road at-grade crossings with the least amount of disruption to vehicle and rail traffic (PROJECT).

#### AGREEMENT

In consideration of the promises and mutual understandings of the parties hereto, SCRRA, and the COUNTY agree as follows:

**ARTICLE 1 - LIST OF EXHIBITS**

The exhibits below are attached to and made a part of this AGREEMENT as if set forth in their entirety.

<u>Exhibit</u>	<u>Grade Crossing</u>	<u>Subdivision</u>	<u>Milepost</u>	<u>CPUC No.</u>	<u>DOT No.</u>
A-1	Villa Street	Perris Valley	65.13	2X – 65.13	0273300S
A-2	Citrus Street	Perris Valley	65.46	2X – 65.46	027301Y
A-3	Poarch Road	Perris Valley	69.8	2X – 69.80	027311EN
B-1	CPUC General Order 72-B				

**ARTICLE 2 – SCRRA AGREES:**

2.1 To maintain, repair and renew each crossing area between lines two (2) feet outside of the rails of each track. When two or more tracks are involved, SCRRA shall maintain, at its expense, the area between the tracks where the distance between the centerlines of tracks is fifteen (15) feet or less measured at the centerline of the highway, normal to the tracks. This work shall be done pursuant to CPUC General Order 72-B.

2.2 To maintain, repair, and renew the railroad warning devices including vehicular and pedestrian warning devices, vehicle intrusion detection devices, emergency exit swing gates, detectible warning tactile strips, striping between the warning devices and channelization devices for pedestrians (fencing and hand railing), with the exception of the Poarch Road emergency crossing gates.

**ARTICLE 3 – COUNTY AGREES:**

3.1 To notify SCRRA five (5) working days in advance of any maintenance of a roadway, sidewalk or median island(s), if that maintenance activity is to occur within the RCTC rail right-of-way. Any SCRRA flagging or inspection deemed by SCRRA to be required to protect SCRRA tracks or the traffic moving thereon shall be paid for by COUNTY.

3.2 To control or remove at COUNTY expense weeds or vegetation located within the COUNTY crossing easement or within public street right of way on or about the crossing area so that it does not become a fire hazard; obstruct visibility of railroad signs and signals along the right-of-way and at highway-rail crossings; obstruct visibility of trains or rail equipment; interfere with railroad employees performing normal trackside duties; prevent proper functioning of signal and communication lines or impede railroad employees visually inspecting moving equipment. If COUNTY may not lawfully perform the control or removal work, COUNTY shall reimburse SCRRA for the cost of performing such control or removal.

3.3 To maintain and repair, at COUNTY's expense, any street improvement, including street lighting, sidewalks, curb and gutter, raised medians and traffic striping and signage, within the crossings. This work shall be done in compliance with CPUC General Order 72-B.

3.4 To maintain and repair, at COUNTY's expense, the Poarch Road at grade emergency crossing gates, their associated equipment, signage and appurtenances installed by the PROJECT to prevent public use of the at grade crossing.

3.5 If in the future, COUNTY elects to modify an existing crossing by widening or replacement of crossing surface, then any of SCRRA's cost of modification to crossings including material and/or repair or rehabilitation of the railroad tracks shall be borne by the COUNTY.



3.6 If in the future, COUNTY elects or is required by competent authority to raise or lower the grade of all or any portion of the track or tracks located on the crossing easement, as defined in Article 1 and 2.1, COUNTY and SCRRA both agree that any proposed changes to the tracks would require a separate agreement.

#### ARTICLE 4 - EMERGENCY TELEPHONE NUMBER

4.1 The COUNTY must immediately contact SCRRA in case of accidents, personal injury, defect in track or signals or any unusual condition that may affect the safe operation of the railroads. The following are SCRRA's emergency numbers:

<b>Signal Emergencies and Grade Crossing Problems</b>	<b>(888) 446-9721</b>
<b>Metrolink Chief Dispatcher</b>	<b>(909) 596-3584 or (888) 446-9715</b>
<b>Metrolink Sheriff's Dispatch Center</b>	<b>(323) 563-5280</b>
<b>Signal and Communications Cable Location</b>	<b>(909) 592-1346</b>

#### ARTICLE 5 - INDEMNIFICATION

5.1 Neither SCRRA, nor the Operating Railroads, nor any of SCRRA's board members, member agencies, officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any aspect of the PROJECT, work, authority or obligation agreed to by the COUNTY under this AGREEMENT. COUNTY shall indemnify, defend and hold harmless SCRRA, any Operating Railroads, as identified by SCRRA, as well as their respective board members, member agencies, officers, agents, volunteers, contractors, and employees ("SCRRA Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the

SCRRA Indemnitees arising out of or connected with any negligent acts or omissions on the part of COUNTY, its Board of Supervisors, officers, agents, contractors, or employees under or in connection with any aspect of the PROJECT, work, authority or obligation agreed to by the COUNTY under this AGREEMENT. This indemnity shall survive completion of the PROJECT, COUNTY work, RAILROAD work and termination of this AGREEMENT.

5.2 Neither COUNTY, nor its Board of Supervisors, officers, agents, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SCRRA under or in connection with any aspect of the PROJECT, work, authority or obligation agreed to by SCRRA under this AGREEMENT. SCRRA shall indemnify, defend and hold harmless COUNTY, as well as their respective Board of Supervisors, officers, agents, contractors, and employees (“COUNTY Indemnitees”) from any and all liability, loss, expense (including reasonable attorneys’ fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the COUNTY Indemnitees arising out of or connected with any negligent acts or omissions on the part of SCRRA, its board members, officers, agents, volunteers, contractors or employees under or in connection with any aspect of the PROJECT, work, authority or obligation agreed to by SCRRA under this AGREEMENT. This indemnity shall survive completion of the PROJECT, COUNTY work, RAILROAD work and termination of this AGREEMENT.

5.3 In contemplation of the provisions of Government Code §895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined in Government Code §895, each of the parties hereto, pursuant to the authorization contained in Government Code §895.4 and §895.6, will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this

AGREEMENT to the same extent that such liability would be imposed in the absence of §895.2 of such code. To achieve this purpose, each party agrees to indemnify and hold harmless each other for any cost or expense that may be imposed upon each other solely by virtue of said §895.2. The provisions of Civil Code §2778 are made a part hereof as if incorporated herein.

#### ARTICLE 6 - GENERAL PROVISIONS

6.1 This AGREEMENT shall continue in force and effect unless otherwise provided herein, until mutual termination by the parties or the elimination or removal of the at-grade crossing(s), whichever occurs first. The covenants and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of SCRRA and COUNTY.

6.2 This AGREEMENT may be modified or amended only in writing. All modifications, amendments, changes and revisions of this AGREEMENT, in whole or part and from time to time, shall be binding upon the parties, so long as the same shall be in writing and executed by SCRRA and COUNTY.

6.3 This AGREEMENT may be terminated by mutual written consent of the parties; or, it may be terminated by one party due to failure of the other party to comply with the terms of this AGREEMENT.

6.4 This AGREEMENT and the exhibits attached hereto contain the entire understanding between the parties and supersede any prior written or oral understanding and agreement between them regarding the subject matter of this AGREEMENT. There are no representations, agreements, arrangements or understandings, oral or written,

between the parties relating to the subject matter of this AGREEMENT, which are not fully expressed herein.

6.5 Nothing within the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not parties to this AGREEMENT or to affect the legal liability of a party to the AGREEMENT by imposing any standard of care with respect to the operation and maintenance of railroads or local highways or facilities different from the standard of care imposed by law.

6.6 In addition to the specific provisions of this AGREEMENT, delay in performance by any party hereunder shall not be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; weather; fires; casualties; accidents; emergencies; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; Federally-mandated inspections and maintenance; and/or any other causes beyond the control or without the fault of the party claiming an extension of time for any such cause. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall commence to run only 30 days prior to the giving of such notice.

6.7 The execution and delivery of this AGREEMENT by each party and the consummation of the transactions contemplated hereby are within the power of each party and have been duly authorized by all necessary actions of each respective party.

6.8 In the event any part of this AGREEMENT is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from

the remainder of the AGREEMENT and the balance of the AGREEMENT shall remain in effect.

6.9 This AGREEMENT shall be construed and interpreted under the laws of the State of California.

6.10 The article and section headings in this AGREEMENT are for convenience only and shall not be used in its interpretation or considered part of this AGREEMENT.

6.11 Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the parties who are primarily responsible for the administration of this AGREEMENT, and to whom notices, demands and communications shall be given, are as follows:

To COUNTY	To SCRRA
Mrs. Patricia Romo Assistant Transportation Director	Ms. Patricia Watkins Interim Director of Engineering & Construction
Department of Transportation County of Riverside	Southern California Regional Rail Authority
4080 Lemon Street , 8 <sup>th</sup> floor	2558 Supply Street
Riverside, California 92501	Pomona, CA 91768

#### ARTICLE 7 - TERMINATION OF ORIGINAL AGREEMENT

7.1 Upon the execution of this AGREEMENT by both parties, the Original Agreement, if any, shall be terminated and the terms and conditions of this AGREEMENT shall govern the use, maintenance and repair of the grade crossings listed in Article 1.

IN WITNESS WHEREOF, the County of Riverside and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY have caused this AGREEMENT executed and attested by their duly qualified and authorized officials.

**SOUTHERN CALIFORNIA  
REGIONAL RAIL AUTHORITY**

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_

Arthur T. Leahy  
Chief Executive Officer

By: \_\_\_\_\_

John J. Benoit  
Chairman, Riverside County Board of  
Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Don O. Del Rio  
General Counsel

By: *Gregory P. Priamos, Deputy*

Gregory P. Priamos  
County Counsel

Date: \_\_\_\_\_

Date: *4/5/16*

ATTEST:

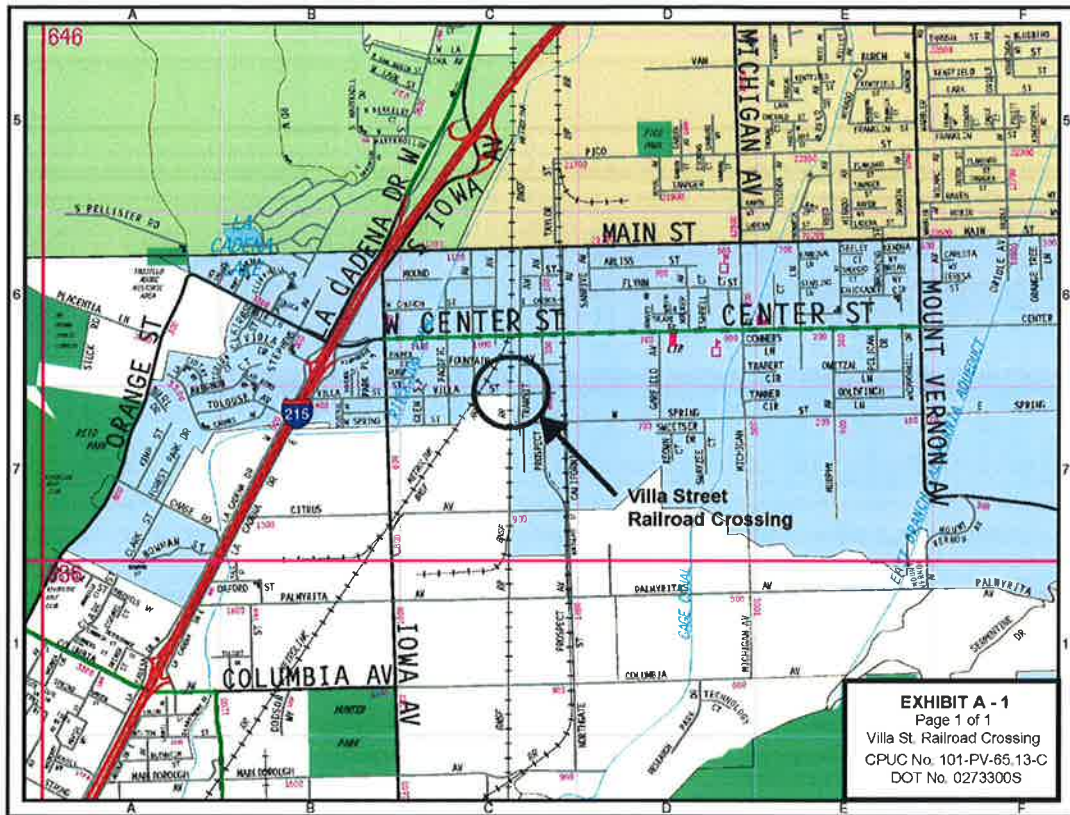
\_\_\_\_\_ Dated: \_\_\_\_\_

Kecia Harper-Ihem  
Clerk of the Board (Seal).

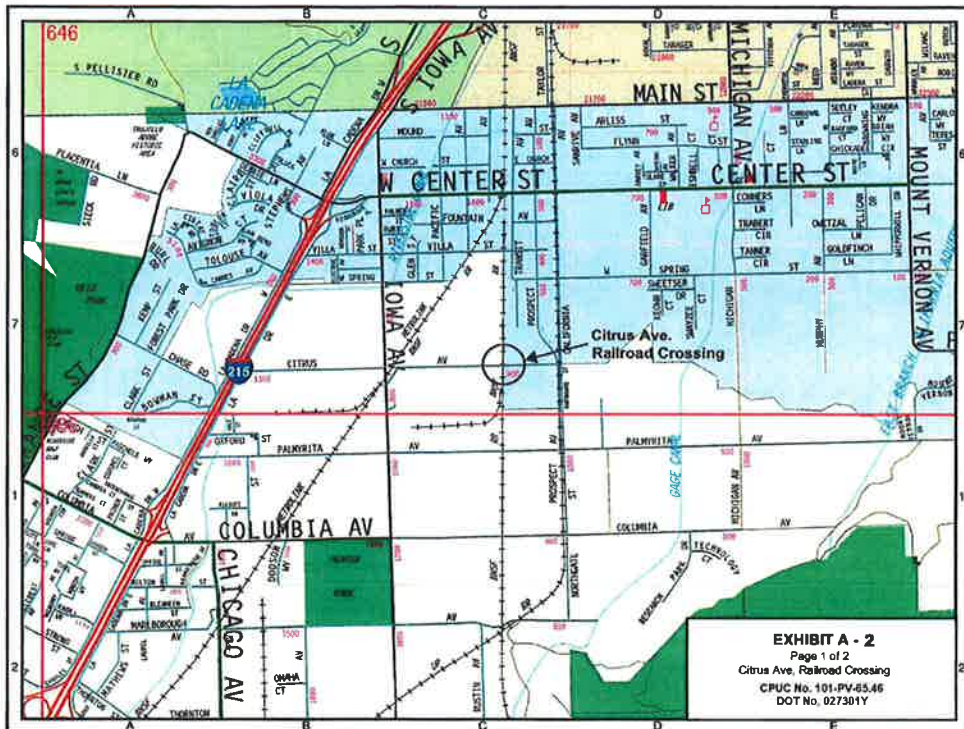
# EXHIBIT A

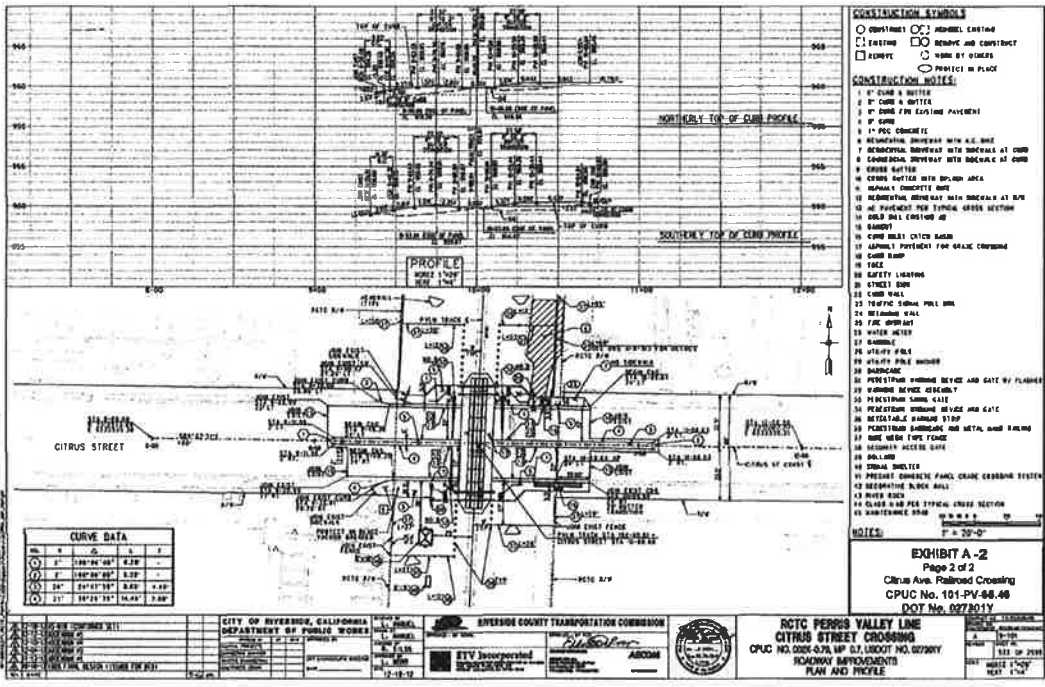
To Maintenance Agreement  
For  
PVL GRADE CROSSINGS

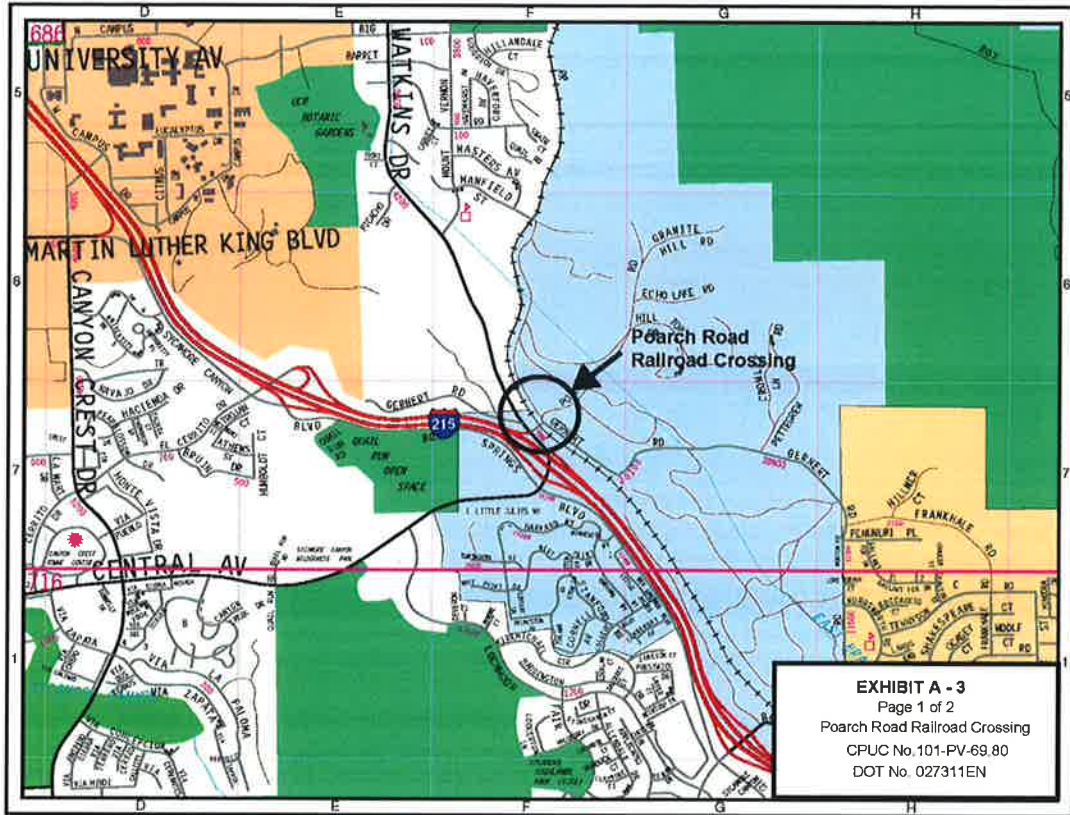
Cover Sheet for the  
Railroad Location Print  
&  
Project Plans











**EXHIBIT A - 3**  
 Page 1 of 2  
 Poarch Road Railroad Crossing  
 CPUC No. 101-PV-69.80  
 DOT No. 027311EN

