

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

529A



**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**

April 12, 2016

**SUBJECT:** Approval of the Service Agreement by and between the County of Riverside and City of Jurupa Valley for the Project Study Report-Project Development Support for the Rubidoux Boulevard Interchange at State Route 60. 2<sup>nd</sup> District; [\$400,000]; Local Funds 100%

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

1. Approve the Service Agreement by and between the County of Riverside (County) and City of Jurupa Valley (City); and
2. Authorize the Chairman to execute the same.

Departmental Concurrence

Patricia Romo  
Assistant Director of Transportation

FORM APPROVED COUNTY COUNSEL  
BY: Yanba A. Kelly 4/15/16  
DATE  
MARSHA L. VICTOR

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 250,000	\$ 150,000	\$ 400,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Developer Impact Fee (DIF) AP1 Major Improvements Fund (30507) Jurupa Area (100%). There are no General Funds used in this project.

**Budget Adjustment:** No  
**For Fiscal Year:** 16/17

**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.:** 6/19/07, Item 3-35

**District:** 2

**Agenda Number:**

**3-25**

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

**FORM 11:** Approval of the Service Agreement by and between the County of Riverside and City of Jurupa Valley for the Project Study Report-Project Development Support for the Rubidoux Boulevard Interchange at State Route 60. 2<sup>nd</sup> District; [\$400,000]; Local Funds 100%

**DATE:** April 12, 2016

**PAGE:** 2 of 2

## **BACKGROUND:**

### **Summary**

The Rubidoux Boulevard Interchange at State Route 60 (SR-60), located within the City of Jurupa Valley, is a key interchange serving the City.

On May 11, 2011, prior to the July 1, 2011 incorporation of the City of Jurupa Valley, the County and the City of Riverside filed petitions in San Bernardino Superior Court regarding the City of Rialto's approval of the Rialto Commerce Center Project. On December 20, 2011, the County and City of Riverside entered into a Settlement Agreement between the City of Rialto, City of Rialto City Council and Oakmont Industrial Group regarding the City of Rialto's approval of the Rialto Commerce Center Project. To mitigate truck impacts from the Rialto Commerce Center Project, Oakmont Industrial Group is required to pay Transportation Uniform Mitigation Fees (Settlement TUMF), up to \$3.5 million, which can be utilized to improve the Rubidoux Boulevard at State Route 60 Interchange (Project).

Since the County has extensive experience with interchange projects, the City requested that the County proceed with the preparation of the Project Study Report-Project Development Support project initiation document (PSR-PDS) for the Project. The County is planning to utilize Developer Impact Fee (DIF) funds to pay for the preparation, review and approval of the PSR-PDS. A Cooperative Agreement between the State of California Department of Transportation and the County for the completion of the PSR-PDS for the Project has been prepared and is being submitted under a separate agenda item.

On June 19, 2007 (Agenda Item 3.35), the Board of Supervisors approved the programming of DIF funds for transportation projects. The Rubidoux Boulevard Interchange at SR-60 is one of the projects listed in this update with \$500,000 authorization in Jurupa Valley Area Plan.

This Service Agreement between the County and the City designates the County as lead agency and outlines each agency's responsibility for the completion of the PSR-PDS for the Project.

### **Impact on Residents and Businesses**

N/A

## **SUPPLEMENTAL:**

### **Additional Fiscal Information**

The estimated cost to complete the PSR-PDS is \$400,000 (includes County staff time, consultant's document preparation and Caltrans review and approval cost) which will be funded through DIF funds. The remaining balance of the DIF funds and the collection of the settlement TUMF deposit will be used in the next phase of the project i.e. Preliminary Engineering and Environmental Clearance. Prior to the City of Rialto's issuance of each building permit in the Rialto Commerce Center Project, Oakmont Industrial Group is required to pay the County a share of the Settlement TUMF funds. To date, the County has collected \$327,000 of Settlement TUMF. No General funds will be used for this project.

Project number A2-0930.

### **Contract History and Price Reasonableness**

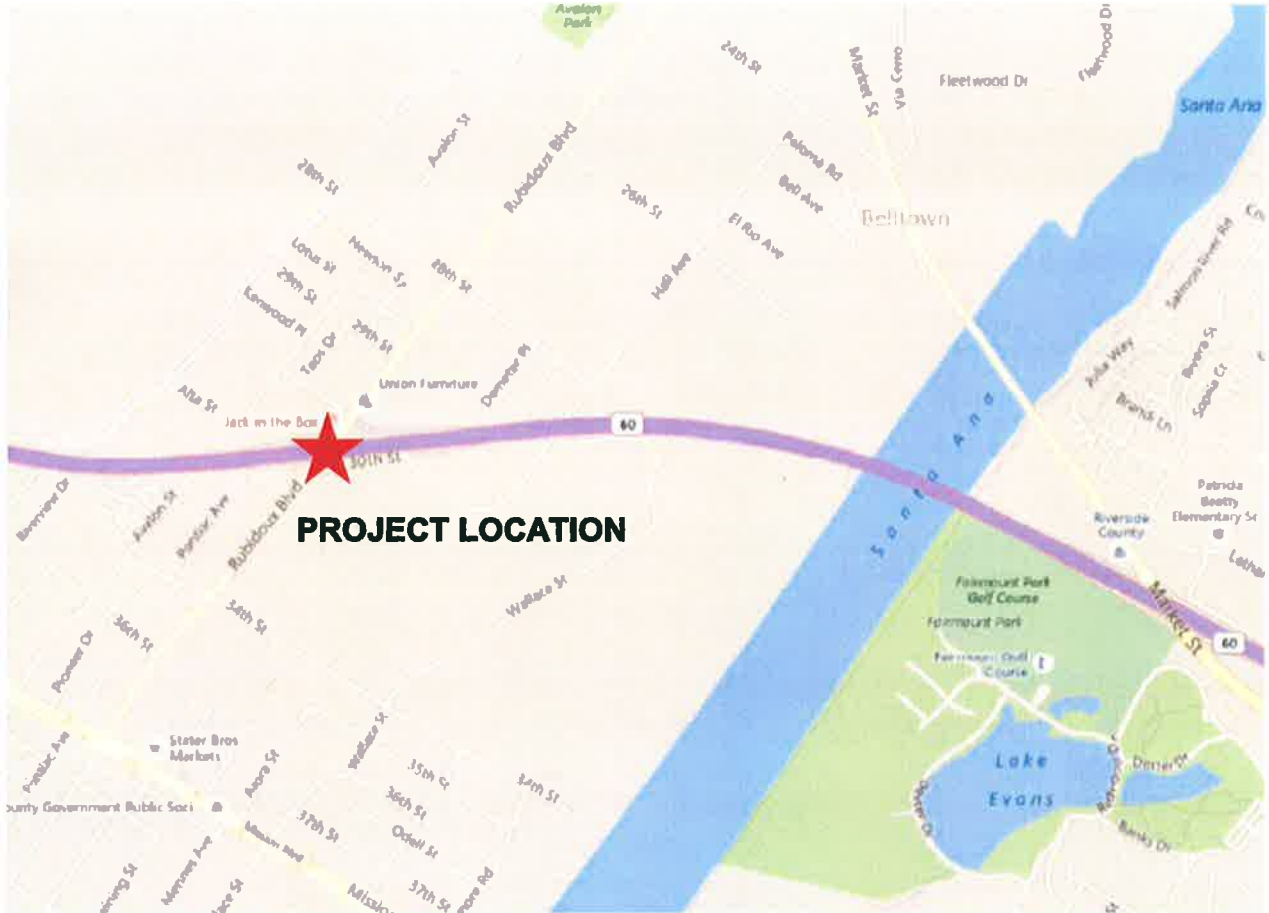
N/A

## **ATTACHEMENTS**

Vicinity Map

Service Agreement

# RUBIDOUX BOULEVARD AT STATE ROUTE 60 INTERCHANGE



**VICINITY MAP**

*Rubidoux Boulevard at State Route 60 Interchange*

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**SERVICE AGREEMENT BY AND BETWEEN**

**COUNTY OF RIVERSIDE**

**AND**

**CITY OF JURUPA VALLEY**

**FOR**

**RUBIDOUX BOULEVARD AT STATE ROUTE 60 INTERCHANGE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County of Riverside, (hereinafter "COUNTY"), the City of Jurupa Valley, (hereinafter "CITY") for project development activities for the Rubidoux Boulevard at State Route 60 Interchange, located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

**RECITALS**

- A. On December 20, 2011, the COUNTY and City of Riverside entered into a Settlement Agreement between the City of Rialto, City of Rialto City Council and Oakmont Industrial Group, LLC regarding the City of Rialto's approval of the Rialto Commerce Center Project.
- B. To mitigate truck impacts from the Rialto Commerce Center Project, Oakmont Industrial Group, has agreed, via the Settlement Agreement, to pay Transportation Uniform Mitigation Fees (Settlement TUMF) to the COUNTY which can be utilized to improve the Rubidoux Boulevard at State Route 60 Interchange (hereinafter "PROJECT").
- C. The CITY desires that a Project Initiation Document (PID) be developed with the State of California acting through the Department of Transportation (herein after "CALTRANS") to accommodate necessary improvement to the PROJECT.
- D. Although the PROJECT is located within the jurisdictional boundaries of CITY, the CITY desires to designate the COUNTY as the lead agency for the development and implementation of the PROJECT, due to the COUNTY's extensive experience in the development and implementation of similar type of projects involving Federal and State agencies. COUNTY will therefore provide the administrative, technical, managerial, and support services necessary for the planning and development of the PROJECT.

1 E. The COUNTY plans to enter into an agreement with CALTRANS for the completion of the Project Study  
2 Report-Project Development Support (PSR-PDS) PID.

3 F. COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be  
4 administered, engineered, coordinated, managed, and financed.

5 **AGREEMENT**

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

8 **SECTION 1 • COUNTY AGREES:**

- 9 1. To act as the lead agency on behalf of the CITY for the development of the PSR-PDS for the PROJECT.  
10 2. To prepare, or cause to be prepared, the PSR-PDS for the PROJECT and submit to CALTRANS for  
11 review and approval.  
12 3. To meet and confer with the CITY concerning the alternatives proposed during the development of the  
13 PSR-PDS.  
14 4. To pay for preparation of the PSR-PDS using Settlement TUMF funds.  
15 5. To make written application to the CITY for an encroachment permit, authorizing entry into CITY's right of  
16 way, for the purposes of preparing the PSR-PDS for the PROJECT.  
17 6. Nothing in this Agreement is intended to commit the COUNTY to funding any portion of the PROJECT  
18 beyond the funds needed for the completion of the PSR-PDS, as shown in Exhibit "C", attached hereto  
19 and incorporated by this reference.

20 **SECTION 2 • CITY AGREES:**

- 21 1. To provide at no cost to the PROJECT, oversight of the PROJECT, to provide prompt reviews and  
22 approvals of submittals by COUNTY, and to cooperate in timely processing of the PROJECT.  
23 2. To issue, at no cost to COUNTY or its consultants, upon proper application by COUNTY or COUNTY's  
24 consultants, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys  
25 and other field activities required for preparation of the PSR-PDS for the PROJECT.

26 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 27 1. COUNTY and CITY acknowledge and agree that any funding beyond the PSR-PDS of the PROJECT will  
28 be the sole responsibility of CITY. Nothing in this Agreement is intended to commit the COUNTY to fund  
29 any work beyond the PSR-PDS of the PROJECT, or shall be construed as obligating the COUNTY to

1 provide replacement funding for any anticipated funding or to continue with the PROJECT, if funds are no  
2 longer available. In the event that adequate funds are not available to move forward or to complete  
3 PROJECT, PARTIES agree to meet and confer and collectively work to identify adequate funding for  
4 PROJECT.

5 2. The total cost for the preparation of the PSR-PDS is estimated to be \$400,000 as detailed in Exhibit "B",  
6 attached hereto and incorporated by this reference.

7 3. COUNTY shall not be obligated to commence any future phases of the PROJECT. Settlement Agreement  
8 specifies that Settlement TUMF payments be made prior to issuance of building permits, which makes the  
9 availability of these funds for subsequent project development phases unpredictable. Future phases of  
10 the PROJECT will be addressed by future agreement(s) between COUNTY and CITY.

11 4. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed  
12 by all parties and no oral understanding or agreement not incorporated herein shall be binding on each  
13 party hereto.

14 5. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
15 occurring by reason of anything done or omitted to be done by CITY under or in connection with any  
16 work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant  
17 to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any  
18 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of  
19 anything done or omitted to be done by CITY under or in connection with any work, authority or  
20 jurisdiction delegated to CITY under this Agreement.

21 6. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring  
22 by reason of anything done or omitted to be done by COUNTY under or in connection with any work,  
23 authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to  
24 Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability  
25 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done  
26 or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction  
27 delegated to COUNTY under this Agreement.

28 7. In the event that the CITY defaults in the performance of any of its obligations under this Agreement or  
29 materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to

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terminate this agreement upon 90 days written notice to CITY.

8. This Agreement will terminate on June 30, 2018 or upon completion of the PSR-PDS for the PROJECT, whichever is sooner.

9. This agreement may be executed in duplicate originals, each of which is deemed to be an original.

10. All notices and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

<b>COUNTY:</b>	<b>CITY:</b>
Riverside County Transportation Department	City of Jurupa Valley
Attn: Patty Romo, Assistant Director of Transportation	Attn: Jim Smith, City Engineer
4080 Lemon Street, 8th Floor	8930 Limonite Avenue
Riverside, CA 92501	Jurupa Valley, CA 92509
Phone: (951) 955-6740	Phone: (951) 332-6464

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 4-13-16

JUAN C. PEREZ

Director of Transportation and Land Management

**Patricia Romo**

**Assistant Director of Transportation**

APPROVED AS TO FORM:

COUNTY COUNSEL

 Dated: 4/14/16  
GREGORY P. PRIAMOS

APPROVAL BY THE BOARD OF SUPERVISORS

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

Marion Ashley

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:


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

KECIA HARPER-IHEM

Clerk of the Board (SEAL)


CITY OF JURUPA VALLEY Approvals

APPROVED BY:

 Dated: \_\_\_\_\_  
Laura Roughton  
PRINTED NAME

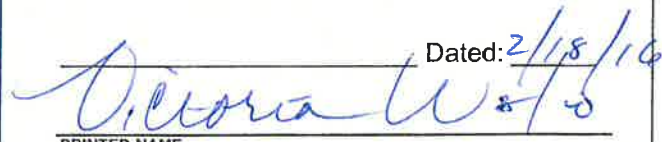
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_ Dated: \_\_\_\_\_  
  
PRINTED NAME

City Attorney

ATTEST:

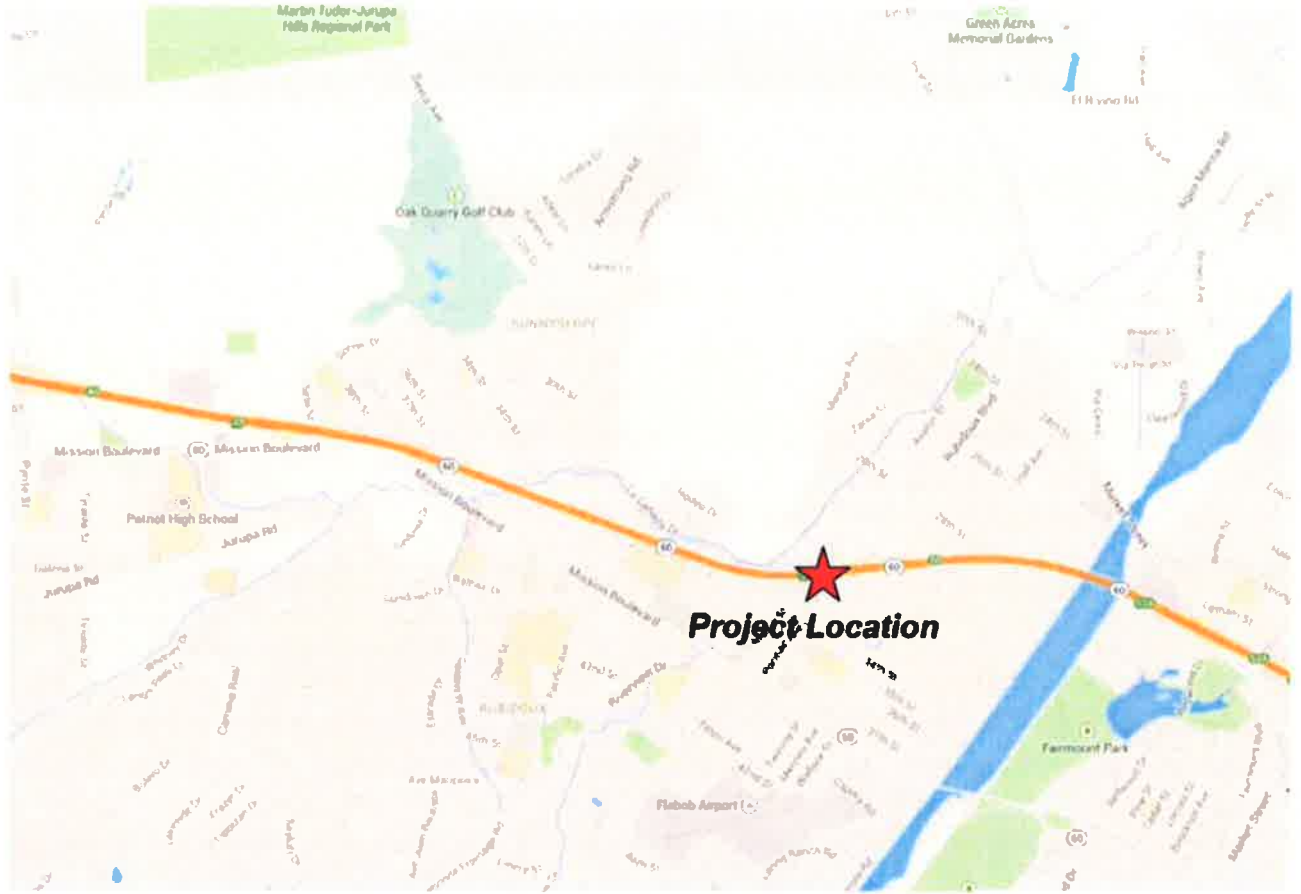
\_\_\_\_\_ Dated: 2/18/16  
  
PRINTED NAME

City Clerk



EXHIBIT A • VICINITY/PROJECT MAP

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**EXHIBIT B • PROJECT BUDGET**

<b>TASK</b>	<b>COUNTY (Settlement TUMF)</b>
Preparation of PSR-PDS	\$300,000
Caltrans Review	\$100,000
<b>TOTAL COST</b>	<b>\$400,000</b>