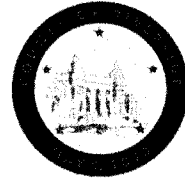


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
3.14  
(ID # 5345)

**MEETING DATE:**

Tuesday, October 24, 2017

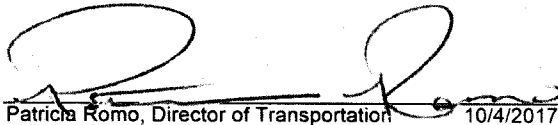
**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Cooperative Agreement between the County of Riverside, the City of Jurupa Valley and the Riverside County Transportation Commission for Grade Separation Improvements on Jurupa Road. 2nd District; [\$108,000,000 – Total Cost]; State Funds (100%)

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

1. Approve the Cooperative Agreement between Riverside County, the City of Jurupa Valley and the Riverside County Transportation Commission for Grade Separation Improvements on Jurupa Road, and;
2. Authorize the Chairman of the Board of Supervisors to execute the same.

**ACTION:**

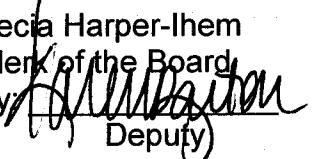
  
Patricia Romo, Director of Transportation 10/4/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: October 24, 2017  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 2,000,000	\$ 4,000,000	\$ 108,400,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	
			2017/2018	

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

The Riverside County Transportation Department in cooperation with the City of Jurupa Valley, the Riverside County Transportation Commission (RCTC) and the State Department of Transportation (Caltrans) desire to construct a new grade separation to replace the existing Union Pacific Railroad (UPRR) at-grade crossing located on Jurupa Road in the City of Jurupa Valley, just east of Van Buren Boulevard. Jurupa Road is a four-lane Arterial Highway that provides access to commercial, industrial and residential land uses in the City of Jurupa Valley.

This proposed project will grade separate Jurupa Road and the UPRR mainline tracks with an elevated structure where it crosses the tracks. This improvement 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 enhance the operational characteristics (i.e. speed, efficiency, and reliability) of freight and passenger trains throughout Riverside County by eliminating conflicts between railroad operations and vehicular traffic.

In April 2017, the Governor and State Legislators dedicated \$427 million to improve five major transportation projects in Riverside County. The Jurupa Road Grade Separation project was allocated \$108.4 million for the design and construction of a new roadway and structure to grade separate Jurupa Road from the UP railroad tracks. Without this approved funding, the project would not have been built for many years. These funds will be distributed through RCTC.

The existing at-grade crossing and the proposed grade separation project are located within the jurisdictional boundaries of the City of Jurupa Valley. The County Transportation Department has extensive experience in the development and implementation of State and Railroad grade separation projects. Both the City and County desire to designate the County as the lead agency in the development and implementation of the project in part due to the experience and expertise of the County.

The terms and conditions of this agreement define how the project is to be administered, finance, coordinated, engineered and constructed. The County will provide the administrative, technical, managerial, and support services necessary to develop and implement the project.

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

RCTC will be responsible for approving fund expenditures. The City will participate in the project meetings and will provide review and approval of the various design components.

**Impact on Residents and Businesses**

The Jurupa Road 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 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.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

On April 6, 2017, the California Senate approved Senate Bill Number 132 (hereinafter "SB-132") which added appropriation to the budget bill to provide \$427,172,000 for five major transportation projects. SB-132 includes provisions for providing funding in the amount of \$108.4 Million for the construction on the Jurupa Road Grade Separation project. SB-132 funds for the project will be distributed through the RCTC.

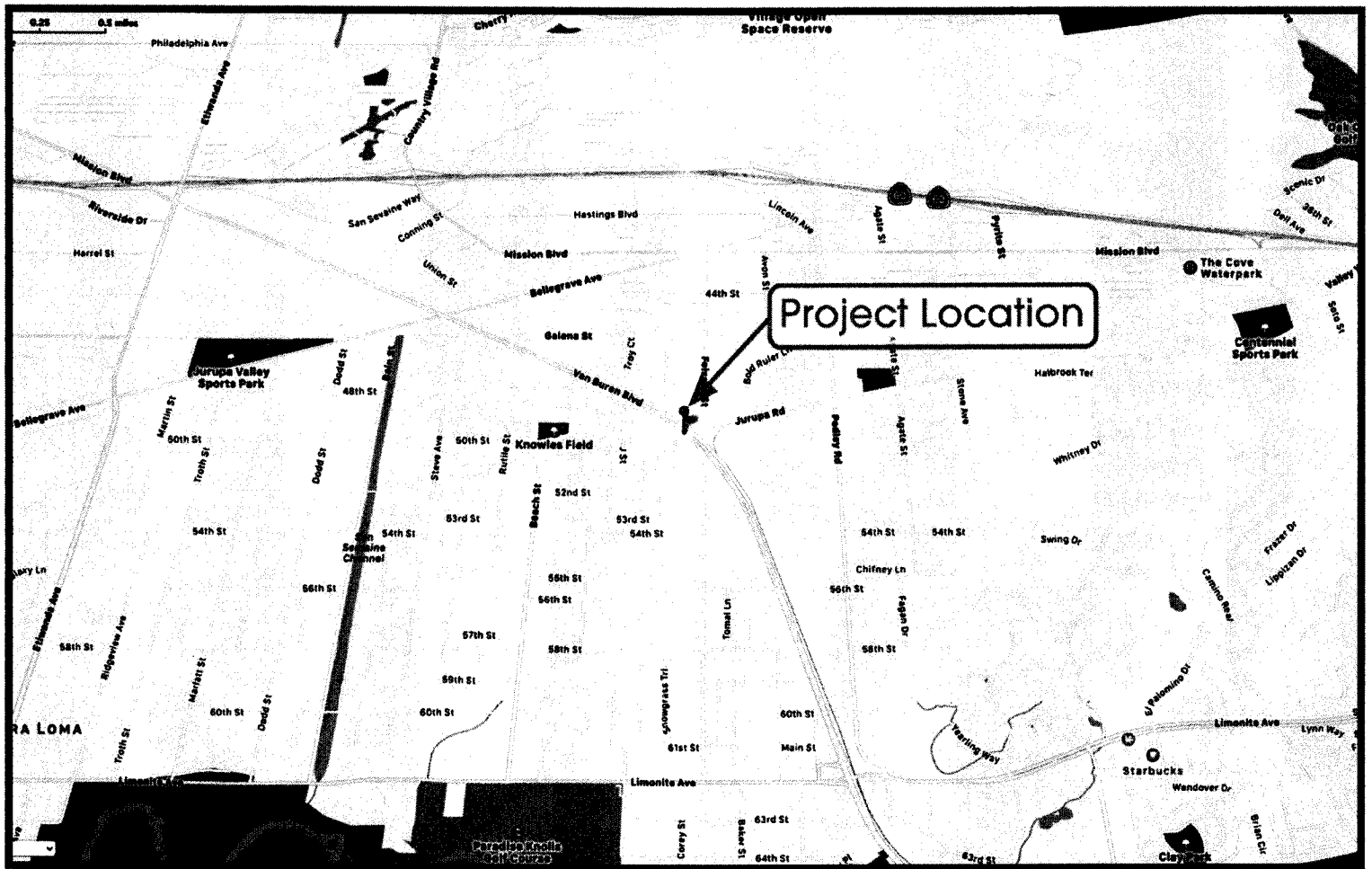
The City of Jurupa Valley will be 100% responsible for the funding of the project. No county funds will be used.

Attachments:

Project Location Map  
Cooperative Agreement

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel      10/10/2017

# Jurupa Road Grade Separation Project Location Map



CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

*Jurupa Road Grade Separation Improvements*

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**AGREEMENT BY AND BETWEEN**

**RIVERSIDE COUNTY**

**AND**

**THE CITY OF JURUPA VALLEY**

**AND**

**THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

**FOR**

**GRADE SEPARATION IMPROVEMENTS TO JURUPA ROAD**

This AGREEMENT, effective on December 11, 2017, by and between the COUNTY of Riverside, acting through its Transportation Department, referred to hereinafter as COUNTY, the City of Jurupa Valley, referred to hereinafter as CITY and the Riverside County Transportation Commission, referred to hereinafter as COMMISSION. COUNTY, CITY and COMMISSION are sometimes collectively referred to hereinafter as PARTIES.

**RECITALS**

- A. On April 3, 2017, the California Senate passed Senate Bill Number 1 (hereinafter "SB-1") which created a Road Maintenance and Rehabilitation Funding Program to address deferred maintenance on the state highway system and the local street and road system.
- B. On April 6, 2017, the California Senate amended Senate Bill Number 132 (hereinafter "SB-132") which added appropriation to the budget bill to provide \$427,172,000 for the Riverside County Transportation Efficiency Corridor.
- C. SB-132 includes provisions for providing funding in the amount of \$108.4 Million to grade separate the existing at grade crossing on Jurupa Road and the UPRR mainline track (Exhibit A – Vicinity Map attached).
- D. SB-132 funding requirements include a stipulation that all funds appropriation for the PROJECT must be encumbered and liquidated by June 30, 2023.
- E. SB-132 funds for the grade separation of Jurupa Road will be distributed through the COMMISSION.
- F. This Jurupa Road Grade Separation Project (hereinafter "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

1 by eliminating conflicts between railroad operations and vehicular traffic.

2 G. The existing at-grade crossing and the proposed grade separation project are located within the jurisdictional  
3 boundaries of the CITY.

4 H. COUNTY has extensive experience in the development and implementation of State and Railroad involved  
5 grade separation projects. CITY and COUNTY desire to designate COUNTY as the lead agency in the  
6 development and implementation of PROJECT in part due to the experience and expertise of the COUNTY  
7 and the impending SB-132 billing deadline. COUNTY will therefore provide the administrative, technical,  
8 managerial and support services necessary to develop and implement PROJECT.

9 I. PROJECT is located within the right-of-way of the Union Pacific Railroad ("hereinafter UPRR") and will  
10 therefore require coordination with UPRR.

11 J. California Government Code Section 6502 provides that "[if] authorized by their legislative or governing  
12 bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting  
13 parties".

14 K. California Code of Civil Procedure Section 1240.140(b) provides that "[t]wo or more public agencies may  
15 enter into an agreement for the joint exercise of their respective powers of eminent domain, whether or not  
16 possessed in common, for acquisition of property as a single parcel".

17 L. The COUNTY, and the CITY desire to designate the COUNTY as lead agency to perform right-of-way  
18 activities required and to acquire necessary right-of-way for the PROJECT, including eminent domain, on  
19 behalf of CITY.

20 M. The COUNTY and CITY desire to define herein the terms and conditions under which said project is to be  
21 administered, finance, coordinated, engineered and constructed.

22 **AGREEMENT**

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

- 25 1. All recitals are true and correct and incorporated herein by reference.
- 26 2. COUNTY will hold monthly project development meetings of which CITY and COMMISSION can attend.
- 27 3. COUNTY will coordinate with CITY staff, CITY Council, community groups and the general public as part of  
28 the outreach effort for the PROJECT.
- 29 4. COUNTY will complete, or cause to be completed, detailed Environmental Documentation (ED) and Plan,

- 1 Specifications and Estimate documents (PS&E) for the PROJECT, and secure all necessary construction  
2 permits from the regulatory agencies. COUNTY shall obtain CITY approval of final PS&E documents prior to  
3 awarding a construction contract.
- 4 5. COUNTY will obtain formal approval of relevant architectural treatments and landscaping details that are  
5 proposed for the Project and will not award a construction contract until formal approval is provided by City.
- 6 6. COUNTY will identify utility conflicts and design for and coordinate relocations for the PROJECT acting on  
7 behalf of the CITY, if necessary.
- 8 7. COUNTY will prepare certain right-of-way documents in compliance with all applicable State and Federal laws  
9 and regulations. Documents to be prepared by the COUNTY include but are not limited to Legal Descriptions,  
10 Plats, Right-of-way Maps and Appraisals.
- 11 8. COUNTY will pass a Resolution to jointly exercise the powers of eminent domain pursuant to the authority of  
12 California Government Code Section 6502 and California Code of Civil Procedures 1240.140, and to thereby  
13 agree and accept that authorization for the COUNTY to act as lead agency for condemnation of properties  
14 within the CITY, should it become necessary.
- 15 9. CITY will pass a Resolution, to jointly exercise the powers of eminent domain pursuant to the authority of  
16 California Government Code Section 6502 and California Code of Civil Procedures 1240.140 and to thereby  
17 authorize the COUNTY to act as lead agency for condemnation of properties within the CITY should it  
18 become necessary; and to cooperate as requested by the COUNTY or required by law in exercising said  
19 power.
- 20 10. COUNTY will perform right-of-way activities required to acquire necessary right-of-way for the PROJECT  
21 including appraisals, acquisition, relocation and condemnation, if necessary.
- 22 11. COUNTY will deliver legal title to the right-of-way, including access rights in compliance with the current State  
23 Right-of-way manuals, procedures, and guidelines, free and clear of all encumbrances detrimental to CITY's  
24 present and future uses not later than the date of acceptance by CITY of maintenance and operation of the  
25 PROJECT. Acceptance of said title by CITY is subject to a review of a Policy of Title Insurance in CITY's  
26 name to be obtained by COUNTY.
- 27 12. COUNTY will advertise and award a construction contract for the purpose of constructing the proposed grade  
28 separation improvements in accordance with CITY approved plans and all applicable State laws regarding  
29 public works construction.

- 1 13. COUNTY will provide construction management services necessary to monitor and manage the construction  
2 activities performed under the awarded construction contract.
- 3 14. COUNTY will bill COMMISSION monthly for expenses related to PROJECT in accordance with regulations  
4 established for SB-132 funding.
- 5 15. CITY will provide oversight of the PROJECT, to provide prompt reviews and approvals, as appropriate, of  
6 submittals by the COUNTY, and to cooperate in timely processing of the PROJECT.
- 7 16. CITY will issue to the COUNTY or its consultants and contractors, upon proper application by the COUNTY or  
8 the COUNTY's consultants or contractors, an encroachment permit authorizing entry onto CITY's right-of-way  
9 to perform construction, survey and other investigative activities required to complete the design and right-of-  
10 way activities for the PROJECT.
- 11 17. CITY will bill COUNTY monthly for services related to the oversight and coordination of PROJECT in  
12 accordance with regulations established for SB-132 funding. COUNTY will include said billings as part of the  
13 monthly billings to be submitted by COUNTY to COMMISSION.
- 14 18. COMMISSION shall reimburse COUNTY for PROJECT related expenses pursuant to the monthly bill as  
15 allowed under regulations established for SB-132 funding.
- 16 19. Nothing in this AGREEMENT is intended to commit either the COUNTY, CITY or COMMISSION to funding  
17 any portion of the PROJECT beyond the funds available as shown in Exhibit "B", attached hereto and  
18 incorporated by this reference, or shall be construed as obligating COUNTY, CITY or COMMISSION to  
19 continue with the PROJECT, if funds are not available.
- 20 20. Nothing in this AGREEMENT shall be construed to prevent or preclude COUNTY from expending funds on  
21 the PROJECT prior to the execution of the AGREEMENT, or from being reimbursed for such expenditures.
- 22 21. The COUNTY shall require, at a minimum, all persons or entities hired to perform services regarding the  
23 PROJECT to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts  
24 described below. Such insurance shall be maintained throughout the term of this AGREEMENT, or until  
25 completion of the PROJECT, whichever occurs last:
  - 26 a) Occurrence version commercial general liability insurance or equivalent form with a combined single  
27 limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate  
28 limit, it shall apply separately to the Work or be no less than two times the occurrence limit.
  - 29 b) Business automobile liability insurance or equivalent form with a combined single limit of not less than



1           \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned  
2           automobiles.

3           c) Errors and omissions liability insurance with a limit of not less than \$1,000,000 Professional liability  
4           insurance shall only be required of design or engineering professionals.

5           d) Workers' compensation insurance with statutory limits and employers' liability insurance with limits of  
6           not less than \$1,000,000 each accident.

7   22. For the term of this AGREEMENT, no member, officer or employee of the COUNTY, CITY or COMMISSION,  
8           during the term of his or her service with the COUNTY, CITY or COMMISSION, as the case may be, shall  
9           have any direct interest in this AGREEMENT, or obtain any present or anticipated material benefit arising  
10          therefrom.

11   23. COUNTY, CITY and COMMISSION shall retain or cause to be retained for audit for a period of three (3) years  
12          from the date of final payment, all records and accounts relating to PROJECT.

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

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

27   26. Neither CITY or COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
28          occurring by reason of anything done or omitted to be done by COMMISSION under or in connection with any  
29          work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT. It is further agreed that

1 pursuant to Government Code Section 895.4, COMMISSION shall fully indemnify and hold CITY and  
2 COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8)  
3 occurring by reason of anything done or omitted to be done by COMMISSION under or in connection with any  
4 work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT.

5 27. This AGREEMENT shall be governed by and construed under the laws of the State of California. Venue shall  
6 be in Riverside COUNTY.

7 28. If either party commences an action against the other party arising out of or in connection with this  
8 AGREEMENT, the prevailing party in such litigation shall be entitled to have and recover from the losing party  
9 reasonable attorneys' fees and costs of suit.

10 29. This AGREEMENT constitutes the entire agreement between the PARTIES relating to the subject matter  
11 hereof and supersedes any previous agreements or understandings.

12 30. The invalidity in whole or in part of any provision of this AGREEMENT shall not void or affect the validity of  
13 any other provision of this AGREEMENT.

14 31. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination  
15 of this AGREEMENT shall survive any such expiration or termination.

16 32. There are no intended third party beneficiaries of any right or obligation assumed by the PARTIES.

17 33. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all  
18 parties and no oral understanding or agreement not incorporated herein shall be binding on the PARTIES.

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ARTICLE VIII • APPROVALS

COUNTY:

COMMISSION:

[Signature] Dated: OCT 24 2017  
JOHN TAVAGLIONE  
PRINTED NAME  
Chairman, Riverside County Board of Supervisors

[Signature] Dated: 12/14/17  
ANNE MAYER  
PRINTED NAME  
Executive Director  
TITLE

ATTEST:

ATTEST:

[Signature] Dated: OCT 24 2017  
KECIA HARPER-IHEM  
Clerk of the Board (SEAL)

[Signature] Dated: 12/14/17  
TARA S. BYERLY  
PRINTED NAME  
Deputy Clerk of the Board  
TITLE

CITY:

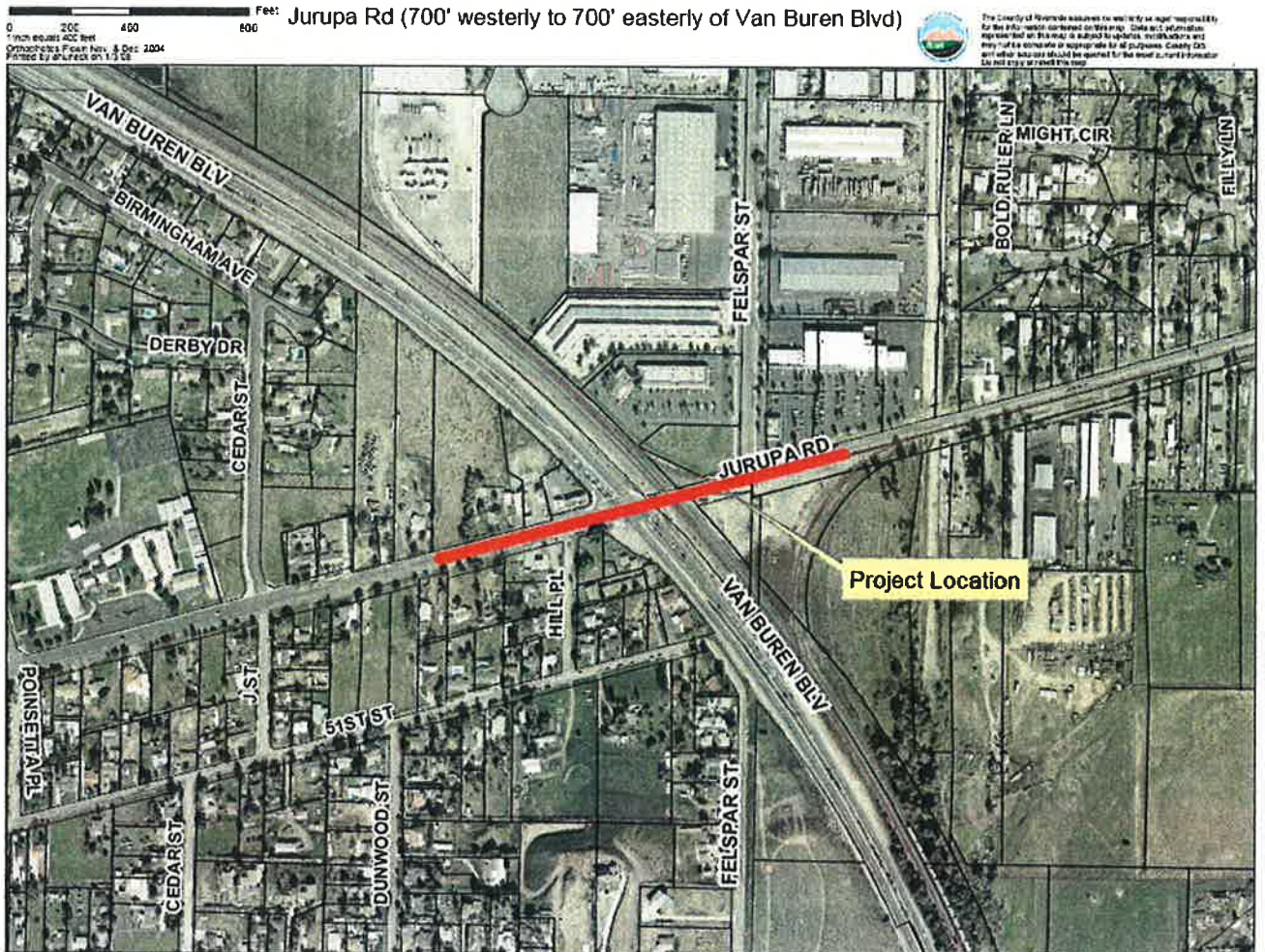
[Signature] Dated: 8/17/17  
Verne Lauritzen  
PRINTED NAME  
Mayor  
TITLE

ATTEST:

[Signature] Dated: 8/17/17  
Victoria Waske  
PRINTED NAME  
City Clerk  
TITLE

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EXHIBIT A • VICINITY MAP



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**EXHIBIT B • PROJECT COST ESTIMATE**

<b>TASK</b>	<b>SB-1 State funds</b>
Engineering & Environmental	\$7,000,000
Right-of-way Acquisition	\$8,000,000
Utilities	\$2,000,000
Construction	\$ 80,400,000
Construction Support	\$ 11,000,000
<b>TOTALS</b>	<b>\$ 108,400,000</b>

**Notes:**

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