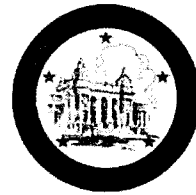


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.35
(ID # 11564)

MEETING DATE:

Tuesday, January 28, 2020

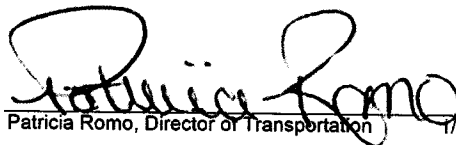
FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Approval of the Cooperative Agreement between the County of Riverside and the City of Corona and Adopt Resolution 2020-019 Delegating Authority to the City of Corona to Act as Lead Agency and Condemn Certain Properties within the County of Riverside for the Grade Separation Project at McKinley Street South of State Route 91. District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the County of Riverside and the City of Corona for Acquisition of Property Necessary to Construct the McKinley Street Grade Separation Project; and
2. Adopt Resolution No. 2020-019 A Resolution of the County of Riverside Board of Supervisors Agreeing to Jointly Exercise Powers of Eminent Domain, and Directing and Authorizing City of Corona, California to Act as Lead Agency and Condemn Certain Properties Within the County for The McKinley Street Grade Separation Project.

ACTION:Policy


Patricia Romo, Director of Transportation 1/16/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 28, 2020
xc: Transp.

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In March 2017, Senate Bill 132 (SB 132) allocated \$427 million for five major projects in Riverside County. The McKinley Grade Separation was one of those five projects and it received an allocation of \$84.45 million.

The City of Corona is the lead agency for the project which proposes to construct a new overhead grade separation at the BNSF Railway crossing near the McKinley Street intersection with Sampson Avenue in the City of Corona. The project limits generally extend along McKinley Street from the Magnolia Avenue intersection to the State Route 91 eastbound on/off-ramps. A portion of the project includes the following real property located within the County limits of the County of Riverside (County).

ID No.	APN(s)	Owner	Address	Impacts
MSGGS-07	115-300-026	Ewing Irrigation Products, Inc.	3940 McKinley St	Partial Acquisition
MSGGS-10	115-300-050	BPL	3848 McKinley St	Partial Acquisition
MSGGS-11	115-300-051	BPL / Atlantic Richfield	13191 Magnolia Ave	Partial Acquisition

The City has requested that the County authorize them to be the lead agency to acquire the property needed for the McKinley Street Grade Separation project. Resolution No. 2020-019, authorizes the City of Corona to act as lead agency, and condemn if necessary certain properties within the County for the McKinley Street Grade Separation project.

The Cooperative Agreement between the County and the City of Corona for acquisition of property necessary to complete the McKinley Street grade separation project, defines the terms and conditions whereby the City will design, acquire necessary property, and construct the project, and the County will review, inspect, and accept the improvements once complete. The City approved the Cooperative Agreement at their December 4, 2019 City Council meeting.

Impact on Residents and Businesses

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

Completion of the proposed project will improve mobility and safety for the residents of the County of Riverside.

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

- Cooperative Agreement
- Resolution No. 2020-019
- Site Improvement Exhibit
- Right-of-Way Exhibit



Jason Farin, Senior Management Analyst

1/22/2020



Gregory T. Priamos, Director County Counsel

1/21/2020

2
3 **RESOLUTION NO. 2020-019**

4 **A RESOLUTION OF THE COUNTY OF RIVERSIDE BOARD OF SUPERVISORS AGREEING**
5 **TO JOINTLY EXERCISE POWERS OF EMINENT DOMAIN, AND DIRECTING AND**
6 **AUTHORIZING CITY OF CORONA, CALIFORNIA TO ACT AS LEAD AGENCY AND**
7 **CONDEMN CERTAIN PROPERTIES WITHIN THE COUNTY FOR THE MCKINLEY STREET**
8 **GRADE SEPARATION PROJECT**

9
10 WHEREAS, the City of Corona has initiated and is proceeding with the McKinley Street Grade
11 Separation Project near State Route 91; and

12
13 WHEREAS, a portion of the Project includes real property located within the jurisdictional limits
14 of the County of Riverside; and

15
16 WHEREAS, public agencies may jointly exercise any power common to them pursuant to
17 Government Code section 6502 and California Code of Civil Procedure 1240.140; and

18
19 WHEREAS, California Code of Civil Procedure section 1240.140(b) provides that “[t]wo or more
20 public agencies may enter into an agreement for the joint exercise of their respective powers of eminent
21 domain, whether or not possessed in common, for the acquisition of property as a single parcel”; and

22
23 WHEREAS, the City and County are public agencies within the meaning of Government Code
24 section 6500 et seq. and possess the common power to acquire and construct real property and facilities
25 thereon for street and highway purposes; and

26
27 WHEREAS, the City has requested that the County authorize it to be lead agency to acquire
28 property needed to move forward with their McKinley Street Grade Separation project; and

1
2 WHEREAS, the County desires to consent to the acquisition by the City of any property interests
3 that are located within the County's jurisdiction and that are within the boundaries of the Project in
4 accordance with applicable law, including but not limited to, Government Code section 6502, Code of
5 Civil Procedure section 1240.140(b), and the Eminent Domain law (Code of Civil Procedure section
6 1230.010 et seq.);
7

8 NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Riverside
9 ("Board"), in regular session assembled on or after January 28, 2020, at or after 9:30 a.m. or
10 soon thereafter, in the meeting room of the Board of Supervisors located on the 1st floor of the County
11 Administrative Center, 4080 Lemon Street, Riverside, California, that this Board hereby agrees as follows:
12

- 13 1. The Recitals set forth above are incorporated hereby by this reference; and
- 14 2. The County expressly consents to the acquisition by purchase or eminent domain, if
15 necessary, by the City of Corona, of any property interests and right-of-way located within
16 the County's jurisdiction in connection with the McKinley Street Grade Separation
17 Project; and
- 18 3. Pursuant to Government Code section 6502 and Code of Civil Procedure section 1240.010,
19 the County expressly grants to the City the County's power of eminent domain to acquire
20 the necessary property interests and right-of-way located within the County's jurisdiction.
21 The City shall exercise the County's power of eminent domain in accordance with all
22 applicable laws, including but not limited to, Code of Civil Procedure section 1230.010 et
23 seq.;
- 24 4. The County further directs and authorizes the City to act as lead agency on behalf of the
25 County for purposes of land acquisition service and eminent domain, if necessary, in
26 connection with the McKinley Street Grade Separation Project.
27
28

1 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Board authorizes the
2 Chairman of the Board of Supervisors to execute this Resolution as requested by the City of Corona and
3 direct the Clerk of the Board to attest to the Chairman's signature on this Resolution and certify to the
4 passage and adoption thereof.

6 BOARD OF SUPERVISORS OF THE COUNTY
7 OF RIVERSIDE, STATE OF CALIFORNIA

8 By: 

9 V. Manuel Perez

10 Chairman, Board of Supervisors

11
12 ATTEST

13 KECIA R. HARPER

14 CLERK OF THE BOARD

15
16 By: 

17 Deputy

18
19
20 ROLL CALL:

21 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
22 Nays: None
23 Absent: None

24 The foregoing is certified to be a true copy of a resolution duly
adopted by said Board of Supervisors on the date therein set forth.

25 Kacia R. Harper, Clerk of said Board

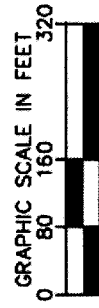
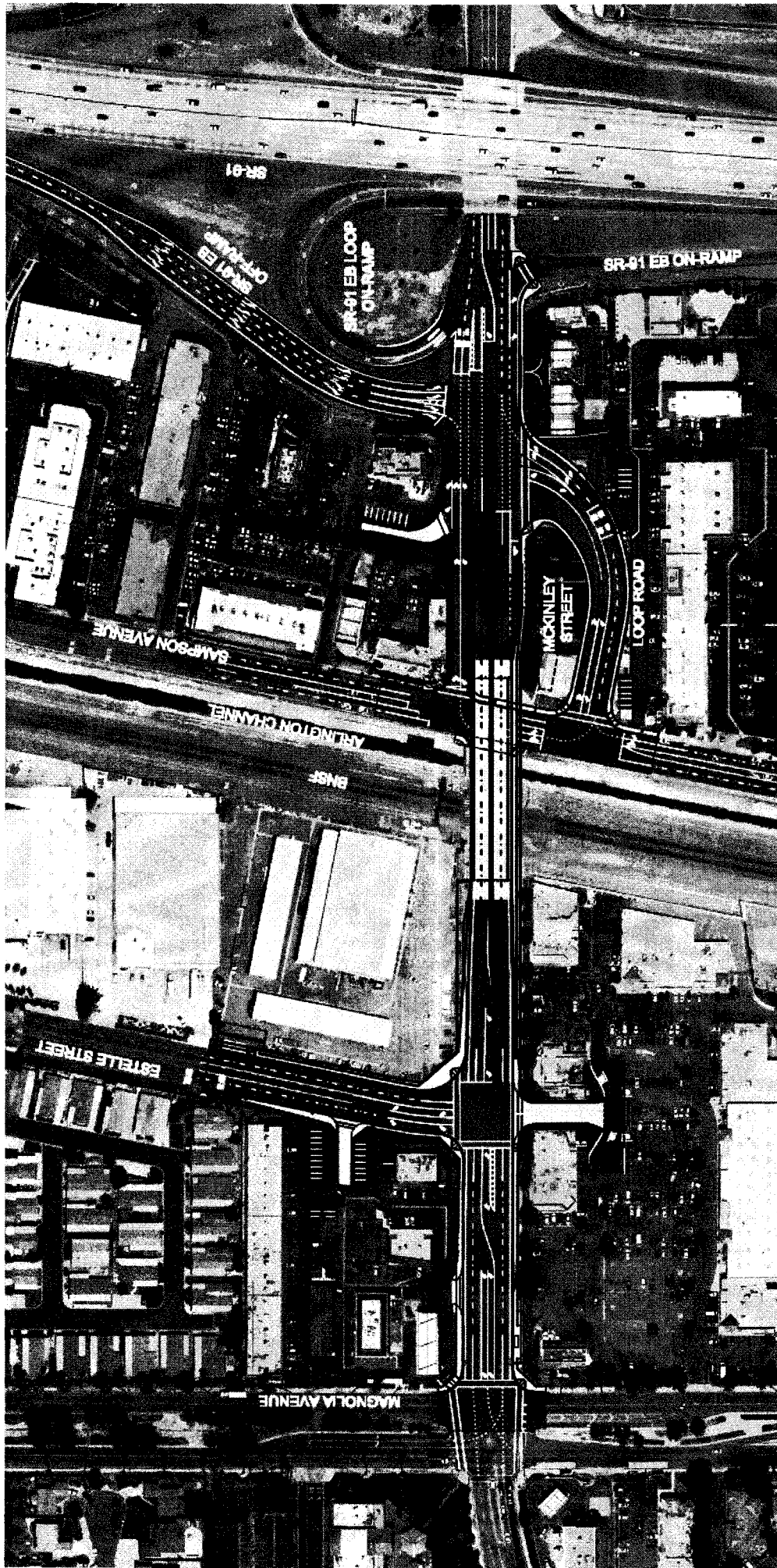
26 By: 

27 Deputy

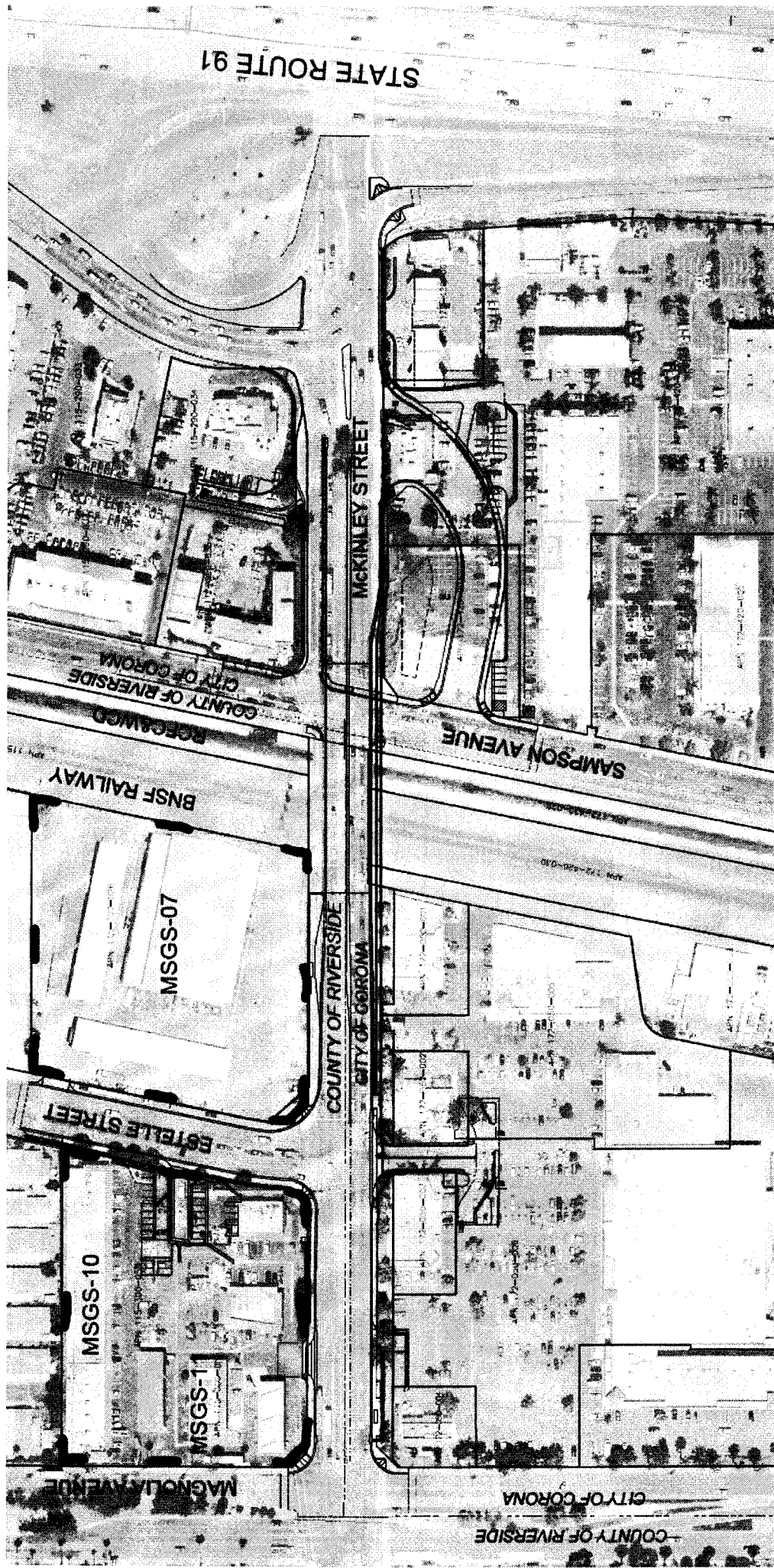
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01.28.2020 3.35

3

FORM APPROVED COUNTY COUNSEL
BY  1/28/20
KRISTINE BELL-VALDEZ DATE



MCKINLEY STREET GRADE SEPARATION PROJECT
10/29/2019



STATE ROUTE 91

MCKINLEY STREET

SAMPSON AVENUE

BNSF RAILWAY

MSGS-07

COUNTY OF RIVERSIDE
CITY OF CORONA

ESTELLE STREET

MSGS-10

MSGS-11

MAGNOLIA AVENUE

CITY OF CORONA
COUNTY OF RIVERSIDE

COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE CITY OF CORONA

FOR ACQUISITION OF PROPERTY NECESSARY TO COMPLETE

THE MCKINLEY STREET GRADE SEPARATION PROJECT

THIS COOPERATIVE AGREEMENT FOR ACQUISITION OF PROPERTY NECESSARY TO COMPLETE THE MCKINLEY STREET GRADE SEPARATION PROJECT ("Agreement"), is made and entered into this ^{28th} day of January, 2020, by and between the CITY OF CORONA, a public entity ("City"), and the County of Riverside ("County"). In this Agreement, the City and the County may each be individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS:

WHEREAS, City has initiated and is proceeding with the McKinley Street Grade Separation Project ("Project"), as depicted and/or described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, a portion of the overall Project includes real property located within the County limits of County of Riverside (the "County Properties"), which are the subject of this Agreement, and are depicted and/or described on Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, both Parties acknowledge and agree that each Party has the broad power of eminent domain over any property within its jurisdiction necessary, incidental, or convenient to the exercise of its powers pursuant to relevant provisions of California law and/or California Government Code section 37350.5; and

WHEREAS, both Parties also acknowledge and agree that each Party has the specific power to improve pedestrian and vehicular traffic, separate grades of roadways and railways, and connect streets pursuant to California Government Code section 40401; and that each Party may use the power of eminent domain for accomplishing such actions pursuant to California Government Code sections 25350.5, 37350.5, and 40404; and

WHEREAS, both Parties further acknowledge and agree that the power of eminent domain also extends, in certain situations, to extraterritorial properties existing outside of a Party's immediate jurisdiction and that one Party may consent to the other Party's exercise of the power of eminent domain within the other Party's jurisdiction pursuant to California Code of Civil Procedure section 1240.050 and/or an agreement for a joint exercise of powers pursuant to California Code of Civil Procedure section 1240.140; and

WHEREAS, by way of this Agreement for joint exercise of powers, the City wishes to exercise its eminent domain powers to acquire the County Properties and the County wishes to consent to the City acting as the lead agency in the acquisition of the County Properties in connection with the Project; and

WHEREAS, the City and the County wish to define their responsibilities concerning the Project in general, and the County Properties in particular.

TERMS:

NOW, THEREFORE, based upon the foregoing Recitals, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the Parties agree as follows:

1. The above Recitals are true and correct, and are incorporated fully herein by this reference.
2. The City shall advertise, award and fund the construction of the Project in accordance with the applicable law.
3. The City shall act as lead agency for all the design and construction phases of the Project and shall be responsible for funding the Project.
4. Specific to the fact that the County Properties and other portions of the Project are located within the County's jurisdiction, but that the Parties agree to the City acting as the lead agency for the Project and/or the County Properties, the County hereby consents to the City's exercise of the power of eminent domain and agrees to the joint exercise of powers as so required to complete the Project and/or the acquisition of the County Properties or to obtain the property necessary for the Project pursuant to the provisions of California law above. The City shall be responsible for ensuring its compliance with all applicable state and federal laws relating to its acquisition of any such property, as applicable, including, but not limited to: (i) California Constitution article I, § 19; (ii) the California Eminent Domain Law (Code Civ. Proc., § 1230.010 et seq.); (iii) the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (42 U.S.C. § 4601 et seq.); (iv) California relocation laws and any implementing regulations (including, but not limited to, Gov. Code, § 7260 et seq.); (v) general California eminent domain statutes (including, but not limited to, Gov. Code, §§ 37350.5 and 40401 et seq.); and (vi) any other applicable state and federal laws.
5. For the portion of the Project that lies outside the City and within the County, the City shall provide the County, at the County's request, with the opportunity to inspect the plans and work performed in the unincorporated County area for general conformity with the plans and specifications approved for the Project.
6. The County authorizes the City to, on its behalf, coordinate the relocation of all affected utility company facilities within the County limits in a timely manner.
7. The City and County shall extend cooperation to each other and proceed under this Agreement in good faith during all phases of the Project to facilitate timely completion of

of the Project is subject to the approval of the County, the County shall diligently pursue and provide such approval which shall not be unreasonably withheld.

8. The City shall notify the County of the official advertising dates, bid opening date, construction start date, and overall construction schedule. The City shall invite a representative from the County to attend pre-construction, Project status, and final walk through meetings. County shall have the right of inspection and final approval over the improvements within County jurisdiction.
9. County will accept ownership and responsibility for the Project improvements that are located within the jurisdictional limits of County provided that: (i) the Project is constructed in accordance with the approved plans; (ii) it has had the opportunity to inspect the construction; (ii) City has fully complied with this Agreement; and (iii) City obtains and conveys to County all necessary rights of way for such operation and maintenance.
10. The City shall provide the County final Record Drawings for the Project improvements located on the County Properties in pdf and/or digital format, within 90 calendar days of the Project completion and acceptance by the City and County.
11. The City shall record a Notice of Completion for the Project, and provide the County's Clerk with a certified copy of the recorded Notice of Completion. Upon receipt of such Notice of Completion, the County shall accept full maintenance and upkeep responsibilities for the Project improvements that are located within the County limits.
12. The City shall cause its contractor for the Project to warranty the Project improvements against defects in workmanship and materials for a minimum period of one (1) year from the date of acceptance of the Project improvements by the City. It is further agreed that the City shall assume the responsibility for causing the Project improvements to be restored to full compliance with the Plans and Specification, including any test requirements, for any portion of the Project improvements which during said one (1) year period are found by a competent authority not to conform with the Plans and Specification, to the extent such failure to conform results from negligent actions or willful misconduct of the City or its contractor. This warranty is in addition to any and all other warranties, expressed or implied, from the City contractors or material manufacturers with respect to the Project improvements. The warranty and obligations under this section shall in no way be relieved by the County's inspection and/or approval. This section sets forth the entire agreement of the City with respect to warranties for the Project improvements, but this section shall in no way limit any expressed or implied warranties of other persons with respect to the Project improvements.
13. The City hereby agrees to defend, indemnify and hold the County and its directors, officials, officers, agents and employees free and harmless from and against any and all claims,

demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner arising out of or incident to any negligence or willful misconduct of the City, its directors, officials, officers, agents and employees in performance of this Agreement, including the City's exercise of eminent domain and relocation obligations in the acquisition of any property necessary for the Project as more particularly set forth in section 4 of this Agreement, or the construction, use, maintenance, or operation of the Project improvements. The City shall defend, with counsel of the County's choosing and at the City's sole expense, any and all aforesaid suits, actions or proceedings, legal or affirmative, that may be brought or instituted against the County, its directors, officials, officers, agents or employees. The City shall pay and satisfy any such judgment, award or decree that may be rendered against the County, its directors, officials, officers, agents or employees. The City shall reimburse such parties for any and all legal expenses and costs incurred by one or all of them in connection with this Agreement or the indemnity herein provided. The City's obligation shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the County or its directors, officials, officers, agents or employees.

14. The County hereby agrees to defend, indemnify and hold the City and its directors, officials, officers, agents and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner arising out of or incident to any negligence or willful misconduct of the County, its directors, officials, officers, agents and employees in performance of this Agreement or the construction, use, maintenance, or operation of the Project improvements; provided, however, that this indemnification by the County does not extend to any such claims, demands, causes of action, costs liabilities, expenses, losses, damages or injuries in connection with the City's exercise of eminent domain and relocation obligations in the acquisition of any property necessary for the Project. The County shall defend, with counsel of the City's choosing and at the County's sole expense, any and all aforesaid suits, actions or proceedings, legal or affirmative, that may be brought or instituted against the City, its directors, officials, officers, agents or employees. The County shall pay and satisfy any such judgment, award or decree that may be rendered against the City, its directors, officials, officers, agents or employees. The County shall reimburse such parties for any and all legal expenses and costs incurred by one or all of them in connection with this Agreement or the indemnity herein provided. The County's obligation shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City or its directors, officials, officers, agents or employees.
15. The City shall cause its contractors to obtain insurance coverage for the Project improvements sufficiently broad to insure the matters set forth in this Agreement, and shall include the County as an additional insured on all such insurance policies. As evidence of such insurance

coverage, the City shall, prior to commencement of construction of the Project improvements, provide the County with certificates of insurance and insurance endorsements in forms and in amounts that are acceptable to the County.

16. This Agreement shall, unless terminated earlier by either Party pursuant to this section, automatically terminate upon the date that the City provides the County with the recorded Notice of Completion.
17. This Agreement may be amended only by the signed mutual written consent of both Parties.
18. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.
19. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.
20. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns.
21. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.
22. This Agreement is to be governed by the laws of the State of California. Venue for any actions brought pursuant to this Agreement shall be in Riverside County.
23. This Agreement contains the entire agreement of the Parties regarding the Project and all previous understandings, negotiations and agreements regarding the Project are integrated into and superseded by this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this COOPERATIVE AGREEMENT FOR ACQUISITION OF PROPERTY NECESSARY TO COMPLETE THE MCKINLEY STREET GRADE SEPARATION PROJECT to be executed on the day and year first written above.

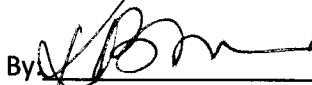
County of Riverside

By: 
Director of Transportation

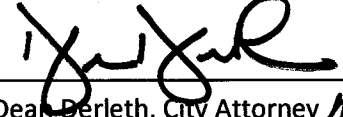
City of Corona

By: 
Jacob Ellis, City Manager

APPROVED AS TO FORM:

By: 
Gregory P. Priamos, County Counsel

APPROVED AS TO FORM:

By: 
Dean Berleth, City Attorney

ATTEST:

By: 
Clerk of the Board
County of Riverside

ATTEST:


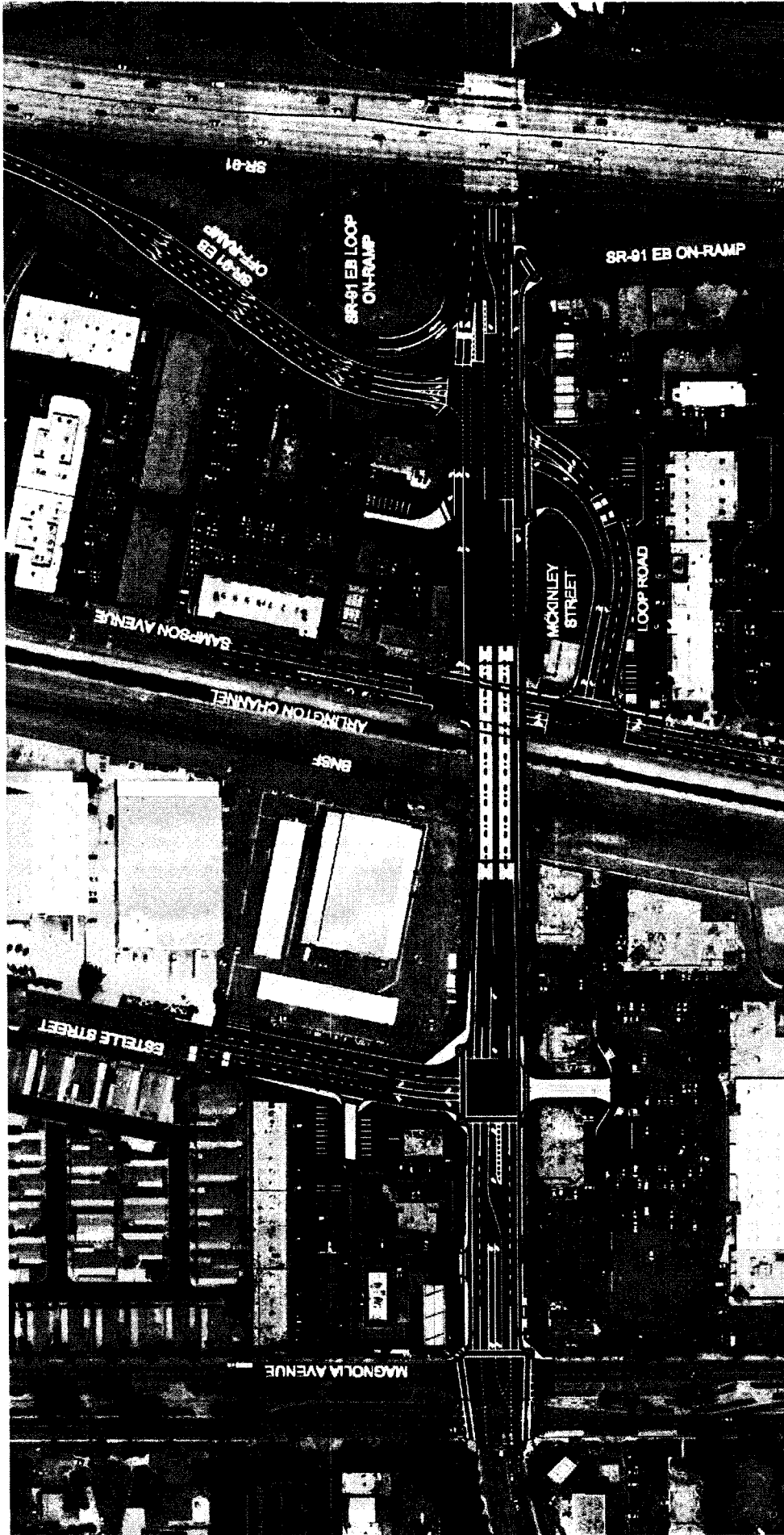
By: 
City Clerk
City of Corona

EXHIBIT "A-1"
PROJECT

The McKinley Street Grade Separation Project (Project) is in the City of Corona and County of Riverside at the intersection of McKinley Street and BNSF Railway, south of State Route (SR) 91 and east of I-15. The Project proposes to construct a new overhead grade separation at the BNSF Railway double tracks (Crossing 002B-21.20) near the McKinley Street intersection with Sampson Avenue in the City of Corona (City). Limits of improvements along McKinley Street generally extend from the Magnolia Avenue intersection and terminate at State Route 91 eastbound on/off-ramps. The Project will consist of 4 lanes in the post construction condition, refer to Exhibit "A-2 for a pictorial of proposed improvements.

EXHIBIT "A-2"
PROJECT EXHIBIT



MCKINLEY STREET GRADE SEPARATION PROJECT
10/29/2019

EXHIBIT "B-1"
COUNTY OF RIVERSIDE PROPERTIES

The following privately owned properties impacted by the Project are located within Riverside County jurisdictional limits and are illustrated in Exhibit "B-2" on the following page:

ID No.	APN(s)	Owner	Address	Impacts
MSGs-07	115-300-026	Ewing Irrigation Products, Inc.	3940 McKinley St	Partial Acquisition (R/W, Utility Easements, TCE)
MSGs-10	115-300-050	BPL	3848 McKinley St	Partial Acquisition (R/W, Utility Easements, TCE)
MSGs-11	115-300-051	BPL / Atlantic Richfield	13191 Magnolia Ave	Partial Acquisition (R/W, TCE)

The limits of Riverside County's jurisdiction generally are south of the Sampson Avenue centerline and west of McKinley Street centerline.

EXHIBIT "B-2"
COUNTY OF RIVERSIDE PROPERTY MAP

