

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



**ITEM: 3.84
(ID # 25423)**

MEETING DATE:
Tuesday, August 27, 2024

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Funding Transmittal Agreement between the County of Riverside on behalf of the Transportation Department and the City of Jurupa Valley for the Rubidoux Boulevard at State Route 60 Interchange Project. Not a project under CEQA pursuant to Section 15378 (b)(5) of the State CEQA Guidelines. District 2. [\$2,278,010 Total Cost – Developer Settlement TUMF 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find the Funding Transmittal Agreement is not a project pursuant to State CEQA Guidelines Section 15378 (b)(5);
2. Approve and execute the Funding Transmittal Agreement between the County of Riverside on behalf of the Transportation Department and the City of Jurupa Valley for the Rubidoux Boulevard at State Route 60 Interchange Project; and
3. Authorize the Chairman of the Board of Supervisors to execute the same.

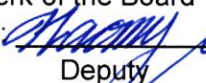
ACTION:Policy


Dennis Acuna, Director of Transportation 6/24/2024

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 Gutierrez
Nays: None
Absent: None
Date: August 27, 2024
xc: Trans.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 2,278,010	\$ 0	\$ 2,278,010	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Developer Settlement TUMF 100%. No General Funds will be used on this project.			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On May 11, 2011, prior to the July 1, 2011, incorporation of the City of Jurupa Valley (City), the County of Riverside (County) and the City of Riverside filed petitions in the San Bernardino Superior Court challenging the City of Rialto's approval of the Rialto Commerce Center Project. On December 20, 2011, the City of Rialto, the City of Rialto City Council, and Oakmont Industrial Group, LLC (Developer) entered into a settlement agreement with the County and the City of Riverside to settle the litigation and pay the settlement Transportation Uniform Mitigation Fees (Settlement TUMF). The Settlement TUMF shall be used to mitigate truck impacts from the Rialto Commerce Center Project and shall be put towards improvement and expansion of the Rubidoux Boulevard/State Route 60 Interchange (Project). The Project is now located within the incorporated boundaries of the City and the City is moving forward for the improvements of the Project. In addition, the Settlement TUMF has been paid to the County and the County has the authority to transmit the Settlement TUMF to the City to fund the Project.

The County now desires to transmit the Settlement TUMF to the City subject to the condition that the Settlement TUMF will be used to improve and expand the Project.

Environmental Findings

The Funding Transmittal Agreement (Agreement) is not a "project" pursuant to Section 15378(b)(5) of the State CEQA Guidelines, which states that a "project" does not include "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment." The Agreement merely transfer of Settlement TUMF from the County to the City and does not modify any of the terms of the Agreement. This transfer of Settlement TUMF will not, in and of itself, result in a significant environmental effect and does not authorize to any extent whatsoever actual physical development. Any future development, if it occurs at all, will be the result of subsequent actions subject to further CEQA review. Therefore, the Agreement is not a project under CEQA.

Impact on Residents and Businesses

The Project will benefit the local residents and businesses by providing improvements that will alleviate current and future traffic demands, improve safety, and improve the operation of the Rubidoux Boulevard/State Route 60 Interchange.

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Additional Fiscal Information

N/A

ATTACHMENTS:

Funding Transmittal Agreement



Jason Farin, Principal Management Analyst

8/19/2024



Stephanie Nelson

7/17/2024



Aaron Gettis, Chief of Deputy County Counsel

7/24/2024

FUNDING TRANSMITTAL AGREEMENT
COUNTY OF RIVERSIDE
ON BEHALF OF THE
TRANSPORTATION DEPARTMENT
AND
CITY OF JURUPA VALLEY
FOR
RUBIDOUX BOULEVARD
AT
STATE ROUTE 60 INTERCHANGE

THIS FUNDING TRANSMITTAL AGREEMENT (this "Agreement") is made and entered into this 27 day of August, 2024, by and between the County of Riverside, a political subdivision of the State of California (the "County"), on behalf of its Transportation Department, and the City of Jurupa Valley (the "City"), an incorporated City within the boundaries of the County, and is made with reference to the following background facts and circumstances:

WHEREAS, 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 the San Bernardino Superior Court regarding the City of Rialto's approval of the Rialto Commerce Center Project; and,

WHEREAS, on December 20, 2011, the County and the 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 (the "Settlement Agreement"); and,

WHEREAS, to mitigate truck impacts from the Rialto Commerce Center Project, Oakmont Industrial Group, LLC has agreed, via the Settlement Agreement, to pay the Transportation Uniform Mitigation Fees (the "Settlement TUMF") to the County which can be utilized to improve and expand the Rubidoux Boulevard/State Route 60 Interchange (the "Project"); and,

WHEREAS, the Project is now located within the incorporated boundaries of City; and,

WHEREAS, the Settlement TUMF has been paid to the County and the County now has the authority to transmit the Settlement TUMF to the City for the Project; and,

WHEREAS, the County desires to transmit the Settlement TUMF to the City, subject to the condition that the Settlement TUMF will be used to improve and expand the Project.

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the parties do agree as follows:

1. The above referenced Recitals are true and correct and incorporated herein.
2. The understanding embodied in this Agreement is for the transmittal of Settlement TUMF by the County to the City to be used for the Project.
3. The City incorporated and began operation as a City according to all applicable rules, regulations and laws of the State of California as of July 1, 2011.

4. It is the Agreement between the County and the City that the total Settlement TUMF to be transmitted to the City is Two Million Two Hundred Seventy-Eight Thousand Nine Dollars and Sixty-Six Cents (\$2,278,009.66).

5. Upon transmittal of the funds noted herein, the City shall be solely responsible for retention/handling of such Settlement TUMF until the Project is completed.

6. The County and the City agree that should circumstances arise which result in additional work or costs for the Project not covered by the Settlement TUMF transmitted herewith, the City shall be solely responsible to deal with the Project costs.

7. The City shall maintain an accounting of all funds received from the County pursuant to this Agreement in accordance with generally accepted accounting principles. The City agrees to keep all Project records for a period of not less than three years from the date a notice of completion is filed by the City on the Project. The City shall permit the County or any other appropriate government agency, at any reasonable time, upon reasonable notice, to inspect any records maintained in connection with the Settlement TUMF and the Project. The County shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection.

8. No waiver of any event of default or breach by one party hereunder shall be implied from any omission by the other party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by one party to or of any act by the other party shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act.

9. Neither the County nor any officer or employee thereof 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 City under this Agreement.

10. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by voluntary negotiations between the County and the City shall first be decided by the County Transportation Director or designee, who may consider any written or verbal evidence submitted by the City. This decision shall be issued in writing. However, no action in accordance with this Section shall in any way limit either party's rights and remedies through actions in a court of law with appropriate jurisdiction. Neither the pendency of dispute nor its consideration by County will excuse City from performance in accordance with the terms of this Agreement.

11. The City warrants that all aspects of the handling of the Settlement TUMF hereunder and the Project associated therewith shall be undertaken in compliance with all applicable local, state and federal rules, regulations and laws.

12. This Agreement may not be assigned without the express written consent of the County first being obtained.

13. The City, its successors in interest and assigns shall be bound by all the provisions contained in this Agreement.

14. The City warrants that the Settlement TUMF received by the City pursuant to this Agreement shall only be used in a manner consistent with the Project and all applicable regulations and laws. Any provision required to be included in this type of agreement by federal or state law shall be deemed to be incorporated into this Agreement.

15. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing, such as Federal Express or UPS); sent by telecopier or facsimile machine capable of confirming transmission and receipt; or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to Agency: Dennis Acuna, Director
County of Riverside
Transportation Department
4080 Lemon Street, 8th Floor
Riverside, CA 92502
Telephone:(951) 955-6747

If to City: Paul Toor, Public Works Director
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
Telephone:(951) 332-6464

Notices sent in accordance with this paragraph shall be deemed delivered upon the next business day following the: (i) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or registered mail, return receipt requested. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

16. This Agreement hereto contains the entire agreement between the County and the City with respect to the matters contained herein, and is intended by the County and the City to completely state the agreement in full. Any agreement or representation respecting the matter dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.

17. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. In the event either the County and the City hereto brings an action or proceeding for a declaration of the rights of the County and the City for injunctive relief, for an alleged breach or default, or any other action arising out of this Agreement, or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable

attorneys' fees and costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

19. This Agreement and all documents provided for herein shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising from this Agreement shall be adjudicated in the courts of the Riverside County, State of California.

20. The City warrants that the execution, delivery and performance of this Agreement and any and all related documents are duly authorized at time of execution and do not require the further consent or approval of any body, board, or commission or other authority.

21. This Agreement may be executed in 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.

[Signatures of on Following Pages]

IN WITNESS WHEREOF, the County and the City hereto have executed this Agreement as of the day and year first above written:

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By: 
Dennis Acuna
Director of Transportation

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Stephanie Nelson
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: 
CHUCK WASHINGTON
Chairman, County Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

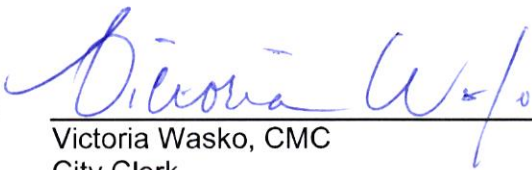
CITY OF JURUPA VALLEY

By: 
Guillermo Siva
Mayor

APPROVED AS TO FORM:

By: 
Peter M. Thorson
City Attorney

ATTEST:

By: 
Victoria Wasko, CMC
City Clerk