

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



**ITEM: 3.63
(ID # 30825)**

MEETING DATE:
Tuesday, July 14, 2026

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Amendment No. 2 to the Agreement for the Funding of Measure A Regional Arterial Improvements by and Between the County of Riverside and the Riverside County Transportation Commission for the Jurupa Grade Separation Project. District 2. [\$35,000,000 Total Amendment Cost, \$60,000,000 Total Cost - Riverside County Transportation Commission 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 2 to the Agreement for the Funding of Measure A Regional Arterial Improvements by and Between the County of Riverside and the Riverside County Transportation Commission for the Jurupa Grade Separation Project and authorize the Chair of the Board to execute the same.

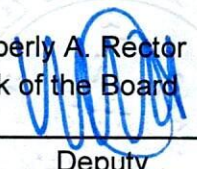
ACTION:Policy


Dennis Acuna, Director of Transportation 6/29/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Medina and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, and Gutierrez
Nays: None
Absent: Washington and Perez
Date: July 14, 2026
xc: Transp.

Kimberly A. Rector
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	\$ 20,000,000	\$ 15,000,000	\$ 35,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: SB-125 TIRCP Funds (58.3%), RCTC (41.7%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 26/27 – 27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside (County) is currently constructing a new underpass to grade separate the Union Pacific Railroad (UPRR) tracks from vehicular traffic along Jurupa Rd. This project is in the City of Jurupa Valley, and the County has been designated as the Responsible Agency due to its expertise in delivering large, complex projects.

The project will improve vehicular traffic circulation and safety and provide uninterrupted, efficient access for motorists, residents, businesses, pedestrians, and emergency vehicles in the area. Additionally, the project will enhance the operational characteristics of freight and passenger trains throughout Riverside County by eliminating conflicts between railroad operations and vehicular traffic.

On October 24, 2017 (Agenda item 3.14), the Board of Supervisors approved an Agreement between the County, the City of Jurupa Valley, and RCTC that designated the County as the lead agency to implement the Jurupa Road grade separation project.

On March 23, 2021 (Agenda Item 3.41), the County of Riverside Board of Supervisors authorized the Clerk of the Board to advertise the construction of this project.

The County of Riverside received bids for the Jurupa Grade Separation Project, and based on the lowest responsive and responsible bid, the total estimated project cost was \$133.4 million. In order to award the contract, an additional \$25 million was required.

On July 20, 2021 (Agenda Item 3.42), the Board of Supervisors approved the Agreement by and Between the County and RCTC for the additional \$25 million in Measure A Western County Regional Arterial (MARA) funds that are needed to complete the construction of the Jurupa Grade Separation Project.

On May 7, 2024 (Agenda Item 3.26), the Board of Supervisors approved Amendment No. 1 between the County and RCTC, providing an additional \$35 million in MARA funding required to complete construction of the Jurupa Grade Separation Project. The additional funding was necessary to address increased project costs resulting from additional UPRR requirements and escalating construction material and labor costs. As a result, the total MARA funding commitment for the project increased to \$60 million.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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On June 24, 2024, the Riverside County Transportation Commission (RCTC) secured \$35 million in funding through the Transit and Intercity Rail Capital Program (TIRCP) pursuant to Senate Bill 125. RCTC and the County propose replacing \$35 million in MARA funds with Senate Bill 125 funding. Amendment No. 2 establishes the terms and conditions for the substitution of the \$35 million in MARA funds with the Senate Bill 125 funds.

Project Number: C8-0060

Impact on Residents and Businesses

The project will eliminate the existing at-grade crossing on Jurupa Road at the UPRR tracks to 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.

SUPPLEMENTAL:

Additional Fiscal Information

No General Funds are used for this project.

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Vicinity Map

Amendment No. 2


Crystal Carrillo, Senior Management Analyst 7/8/2026


Aaron Gettis, Chief Deputy County Counsel 7/1/2026

**AMENDMENT NO. 2 TO THE
AGREEMENT FOR THE FUNDING OF
MEASURE A REGIONAL ARTERIAL IMPROVEMENTS
WITH THE COUNTY OF RIVERSIDE**

1. Parties and Date.

1.1 This Amendment No. 2 to the Agreement for the Funding of Measure A Regional Arterial ("MARA") Improvements is executed and entered into this _____ day of _____, 2026, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and the COUNTY OF RIVERSIDE ("County"). RCTC and County are sometimes collectively referred to herein as the "Parties".

2. Recitals.

2.1 RCTC and the County have entered into an agreement, titled "Agreement for the Funding of Measure A Regional Arterial Improvements with the County of Riverside", dated August 12, 2021, (the "Master Agreement"), to distribute Measure A Regional Arterial (MARA) funds to the County for the construction of the Jurupa Road / Union Pacific Railroad Grade Separation Project (the "Project").

2.2 The Master Agreement provided for distribution of MARA funds in the not to exceed sum of Twenty-Five Million Dollars (\$25,000,000) for construction of the Project.

2.3 Amendment No. 1 to the Master Agreement, dated May 7, 2024, increased the Funding Amount, as set forth in Section 3.2 of the Master Agreement, by Thirty-Five Million Dollars (\$35,000,000) with MARA funds.

2.4 The Transit and Intercity Rail Capital Program (TIRCP) was created by the state as a competitive program in 2014 to provide grants from the Greenhouse Gas Reduction Fund ("GGRF") via cap-and-trade proceeds to fund transformative capital improvements that will modernize California's intercounty, commuter, and urban rail systems, and bus systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. In July 2023, Assembly Bill 102 and Senate Bill 125 amended the Budget Act of 2023 to appropriate about \$4 billion of state general funds to the TIRCP over the next two years.

2.5 SB 125 Formula-Based TIRCP establishes funding for transit operations and capital improvements, and grade separations and rail crossing improvements to be funded by the TIRCP.

2.6 The Parties acknowledge that certain state requirements apply to the TIRCP funds, and County shall be obligated to comply, effective the date of this Amendment No. 2, with all applicable TIRCP funding requirements, as set forth in Exhibit "D" ("TIRCP Funding Requirements") attached to this Amendment No. 2 as Attachment 2 and incorporated herein by reference.

2.7 RCTC intends, by this Amendment No. 2, to distribute MARA and TIRCP Funds, subject to the conditions provided herein.

2.8 The Parties now desire to amend the Master Agreement in order to replace the Thirty-Five Million Dollars (\$35,000,000) of MARA funds added in Amendment No. 1 with Thirty-Five Million Dollars (\$35,000,000) of Senate Bill 125 Transit and Intercity Rail Capital Program funds ("TIRCP Funds"), and to update the funding allocations and timetable for construction of the Project, as set forth in Section 3.3.2 and Exhibit "A" of the Master Agreement.

3. Terms.

3.1 Section 3.2 of the Master Agreement, titled "RCTC Funding Amount", shall be amended, in its entirety, to read as follows:

"3.2 RCTC Funding Amount. RCTC hereby agrees to distribute to the County, on the terms and conditions set forth herein, a sum not to exceed Twenty-Five Million Dollars (\$25,000,000) of MARA Funds and Thirty-Five Million Dollars (\$35,000,000) of TIRCP Funds, to be used exclusively for reimbursing the County for eligible Work expenses as described herein ("Funding Amount"). The County acknowledges and agrees that the Funding Amount may be less than the actual cost of the Work, and that RCTC shall not contribute funds in excess of the maximum authorized in this section."

3.2 Section 3.3.2 of the Master Agreement, titled "County's Local Match Contribution", shall be amended, in its entirety, to read as follows:

"3.3.2 County's Local Match Contribution. The County shall utilize the One Hundred Eight Million Four Hundred Thousand Dollars (\$108,400,000) of Senate Bill (SB) 132 funding (the "SB 132 Funds") toward the Work and other phases of the Project, as showing in Exhibit "A". The SB 132 Funds for the Work shall be drawn down in full before MARA and TIRCP Funds are invoiced."

3.3 Exhibit "A" of the Master Agreement, titled "SCOPE OF WORK, FUNDING AND TIMETABLE", shall be replaced, in its entirety, with Exhibit "A" attached to this Amendment No. 2 as Attachment 1 and incorporated herein by reference.

3.4 The TIRCP funding requirements are incorporated into the Master Agreement as Exhibit "D" ("TIRCP Funding Requirements") attached to this Amendment No. 2 as Attachment 2 and incorporated herein by reference. The TIRCP Funding Requirements, as applicable, will apply to Work completed on or after the date of this Amendment No. 2.

3.5 Except as amended by this Amendment No. 2, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2.

3.6 This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

3.7 Each party of this Amendment No. 2 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 2. The Parties further agree that the electronic signatures of the Parties included in this Amendment No. 2 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signatures on following page]

**SIGNATURE PAGE
TO
AMENDMENT NO. 2 TO THE
AGREEMENT FOR THE FUNDING OF
MEASURE A REGIONAL ARTERIAL IMPROVEMENTS
WITH THE COUNTY OF RIVERSIDE**

(AGREEMENT NO. 21-72-121-02)

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Aaron Hake, Executive Director

COUNTY OF RIVERSIDE

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

ATTEST:

Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

By: _____
Dennis Acuna
Transportation Director

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger
Counsel to the Riverside County
Transportation Commission

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: Danielle Maland
Danielle Maland
Deputy County Counsel

ATTACHMENT 1

EXHIBIT "A"

SCOPE OF WORK, FUNDING AND TIMETABLE

SCOPE OF WORK: The Jurupa Road / Union Pacific Railroad Grade Separation Project will construct a roadway underpass beneath Van Buren Boulevard and Union Pacific Railroad tracks.

The portion of the Project to be funded under this Agreement is the construction phase for the Project.

FUNDING:

PHASE	MARA	SB 125 TIRCP	SB 132	OTHER LOCAL	TOTAL
PRELIMINARY ENGINEERING/ ENVIRONMENTAL DOCUMENT			\$6,550,000		\$6,550,000
PLANS, SPECIFICATION AND ESTIMATE (PS&E)			\$7,170,000		\$7,170,000
RIGHT OF WAY		\$3,850,000	\$20,650,000		\$24,500,000
CONSTRUCTION	\$25,000,000	\$31,150,000	\$74,030,000	\$12,000,000	\$142,180,000
TOTAL	\$25,000,000	\$35,000,000	\$108,400,000	\$12,000,000	\$180,400,000

TIMETABLE:

PHASE	START DATE	END DATE	COMMENTS
Construction	7/20/2021	12/30/2028	1,944 Working Days

ATTACHMENT 2

EXHIBIT "D"

TIRCP FUNDING REQUIREMENTS

As used herein, the term "Recipient" shall refer to the County.

Section 1. Third Party Contracting

1. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of State. Contracts awarded by Recipient, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.
2. Procurement of architectural and engineering services shall be in accordance with the requirements set forth in the Chapter 10 of the Caltrans Local Assistance Procedures Manual applicable to state funded agreements.
3. Any subcontract entered into by Recipient as a result of this Agreement shall contain the Provisions of Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors
3. In addition to the above, the preaward requirements of third party contractor/consultants with local transit agencies should be consistent with Caltrans Local Program Procedures (LPP-00-05).

Section 2. Audits and Reports

A. *Cost Principles*

1. Recipient agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree to follow 2 CFR 200 and it shall be used to determine the allowability of individual Project cost items. Every sub-recipient receiving Project funds as a contractor or subcontractor under this Agreement shall comply with 2 CFR 200.

3. Any Project costs for which Recipient has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment by Recipient to Commission for remittance to the State.

4. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.

5. The Commission may terminate this Agreement for any reason at any time if it is determined by the Commission or the State, based on an audit under this section, that there has been a violation of any State or federal law or policy by the Recipient during performance under this Agreement. If the Agreement is terminated under this section, the Recipient may be required to fully or partially repay funds.

B. *Record Retention*

1. Recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Recipient, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years from the date of final payment to Recipient under this Agreement and shall be held open to inspection, copying, and audit by representatives of the Commission, State, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by Recipient, its contractors, and subcontractors upon receipt of any request made by State or its agents. In conducting an audit of the costs and match credits claimed under this Agreement. The Commission and State will rely to the maximum extent possible on any prior audit of Recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by Recipient's external and internal auditors may be relied upon and used by Commission or State when planning and conducting additional audits.

2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of Recipient's contracts with third parties pursuant to Government Code section 8546.7, Recipient, Recipient's contractors and subcontractors and Commission shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such Agreement materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to Recipient under this Agreement. The Commission, the State, the California State Auditor, or any duly authorized representative of State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions, and Recipient shall furnish copies thereof if requested.

3. Recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the Commission, the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by State, for the purpose of any investigation to ascertain compliance with this Agreement and the Act.

Copies of any records retained in accordance with this Agreement will be furnished upon receipt of any request made by State or its agents. The retention period shall be three (3) years from the date of final payment to Commission under a Program Supplement for the TIRCP funds.

C. *Reporting Requirements*

1. Subject to the discretion of Commission, Recipient agrees to provide on a quarterly basis, Project Progress Reports that include the following information, as applicable:

- a. Activities and progress made towards implementation of the project;
- b. Identification of whether the Project is proceeding on schedule and within budget;
- c. Identification of changes to the Project funding plan;
- d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties for either the Project or other State funded projects impacted by the Projects scope of work;
- e. Identify metrics and benefits achieved for disadvantaged communities, low income communities, and/or low income households;
- f. Reporting requirements per California Air Resource Board Cap and Trade Auction Proceeds Funding Guidelines for Agencies that Administer California Climate Investments which may include, continued reporting following project implementation to identify benefits achieved.

2. Reporting requirements of Recipient will include whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements.
3. Within one year of the Project or reportable Project components becoming operable, the implementing agency must provide a final delivery report including at a minimum:
 - a. Scope of completed Project as compared to programmed Project;
 - b. Performance outcomes derived from the project as compared to outcomes described in the Project application and shall include but not be limited to before and after measurements and estimates for ridership, service levels, greenhouse gas reductions, updated estimated greenhouse gas reductions over the life of the project, benefits to disadvantaged communities, low income communities, and/or low income households, and project co-benefits as well as an explanation of the methodology used to quantify the benefits.

Section 3. Special Requirements

Non-Discrimination Clause

1. In the performance of work under this Agreement, Recipient, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, family and medical care leave, pregnancy leave, and disability leave. Recipient, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Recipient's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
2. Each of the Recipient's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. The Recipient shall include the nondiscrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.

3. Recipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. The Recipient shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR 21 (Nondiscrimination in Federally-Assisted Programs of The Department Of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) and 23 CFR Part 200 (Title VI Program and Related Statutes—Implementation and Review Procedures) are made applicable to this Agreement by this reference. Wherever the term "Contractor" appears therein, it shall mean the Recipient.

5. The Recipient shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by Department to investigate compliance with this Section.

Disabled Veterans Program Requirements

1. Should Military and Veterans Code sections 999 et seq. be applicable to Recipient, Recipient will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or Recipient's applicable higher goals) in the award of every contract for Project work to be performed under these this Agreement.

2. Recipient shall have the sole duty and authority under this Agreement to determine whether these referenced code sections are applicable to Recipient and, if so, whether good faith efforts asserted by those contractors of Recipient were sufficient as outlined in Military and Veterans Code sections 999 et seq.

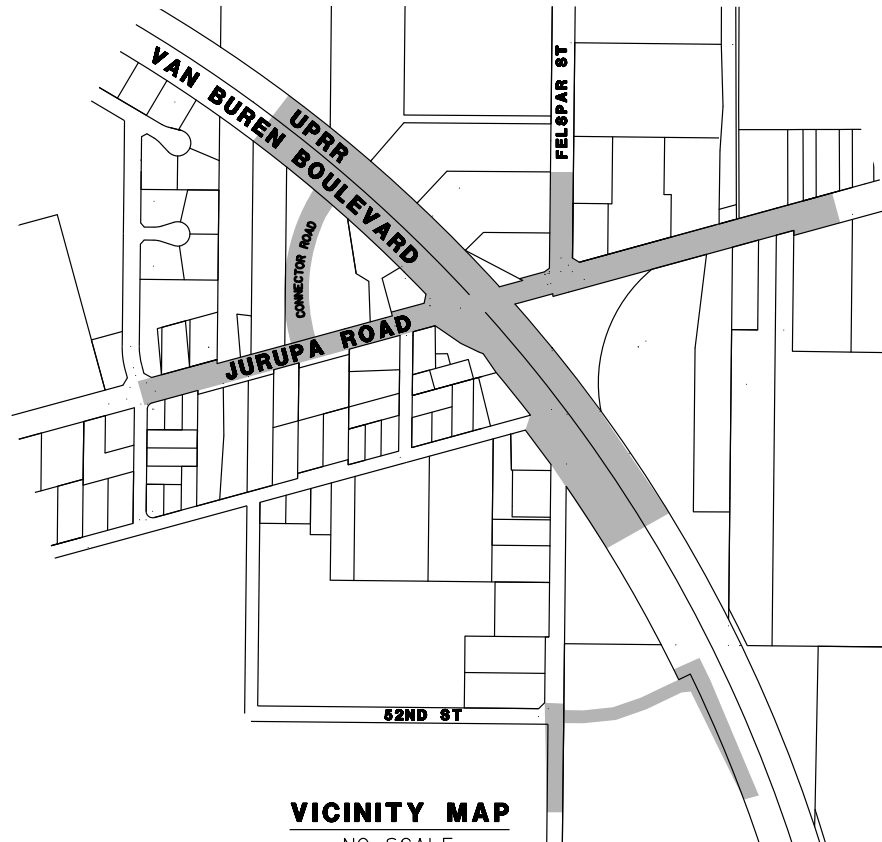
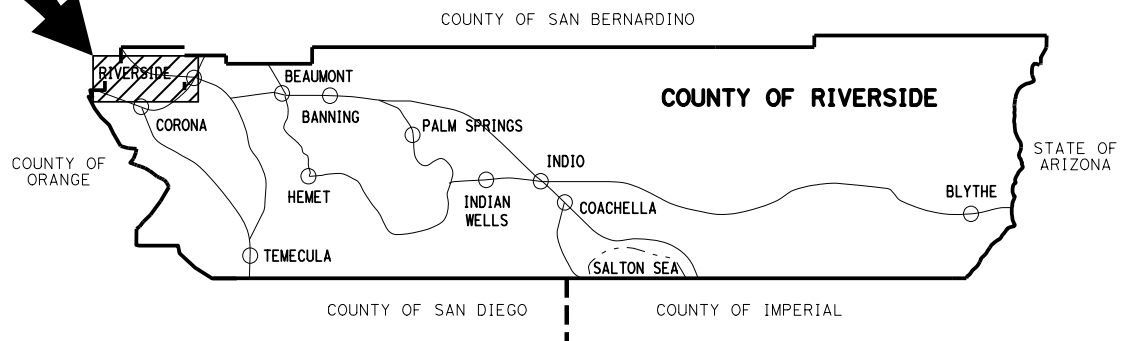
COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

JURUPA ROAD

UPRR GRADE SEPARATION PROJECT

CITY OF JURUPA VALLEY

PROJECT
SITE



VICINITY MAP
NO SCALE