



# City of Rialto

Council Chambers  
150 S. Palm Ave.  
Rialto, CA 92376

## Staff Report - Detailed

**File Number: 12-382**

**File ID:** 12-382

**Type:** Resolution

**Status:** Agenda Ready

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 12/12/2012

**File Name:**

**Final Action:**

**Title:** Approval of Cooperative Agreement No. C13026 with San Bernardino Associated Governments related to the Metrolink Parking Lot Expansion Project.

**Notes:**

**Agenda Date:** 01/08/2013

**Agenda Number:** TAB 5

**Sponsors:**

**Enactment Date:**

**Attachments:** SANBAG Coop-1993, SANBAG Coop-Amend 1-04-1994, SANBAG Coop-Amend 2- 08-1994, SANBAG Coop-Amend 3-05-2005, SANBAG Coop-Amend 4- 04-2009, Project Report, SANBAG Contract C13026, Budget Resolution

**Enactment Number:**

**Contact:**

**Hearing Date:**

**Prepared by:** mfuller@rialto.ca.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2013					

### Text of Legislative File 12-382

For City Council Meeting

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Marcus L. Fuller, P.E., P.L.S., Public Works Director/City Engineer

**..Title**

Approval of Cooperative Agreement No. C13026 with San Bernardino Associated Governments related to the Metrolink Parking Lot Expansion Project.

**..Body**

**BACKGROUND:**

Growth in the Metrolink usage by residents of the City of Rialto and surrounding communities has led to an increase of vehicles parking at Rialto's Metrolink station, which now exceeds the parking lot capacity. The San Bernardino Associated Governments ("SANBAG") has identified Rialto's Metrolink station as one of the commuter rail stations in the County most in need of additional parking spaces.

In February 1993 the City's former Redevelopment Agency ("RDA") and SANBAG entered into Cooperative Agreement No. 93-049 ("Agreement No. 93-049") identifying the roles and responsibilities of the RDA and SANBAG on the design, construction, maintenance and security of the original Rialto Metrolink station. Agreement No. 93-049 was subsequently amended in March and July 1994 to allocate funding for acquisition of additional land for the original Metrolink station and to accommodate security measures.

In February 2005 a third Amendment to Agreement No. 93-049 was approved to initiate the process to expand the existing Rialto Metrolink station parking lot. This Amendment allocated \$150,000 to the RDA from SANBAG for preliminary engineering and environmental services to begin the process for expansion of the parking lot by approximately 550 parking spaces, to reach a total of 715 spaces. This expansion is anticipated to accommodate the increase in Metrolink commuters through 2025. In June 2008, a fourth Amendment to Agreement No. 93-049 was approved, extending the required completion date for the Project Report to December 31, 2009. Copies of Agreement No. 93-049 and its amendments are included as Attachments 1 through 5.

On January 3, 2006 the City Council approved a Professional Services Agreement with Aztec Engineering to develop parking lot expansion alternatives, prepare traffic analysis, prepare cost estimates of alternatives and develop a technical Project Report identifying the preferred alternative. Aztec Engineering subsequently completed environmental review of the alternatives and prepared environmental documents to identify a mitigation monitoring program for the preferred project alternative.

In February 2008, the City Council considered parking lot expansion alternatives and directed staff to proceed with a Project Report for expanding the Rialto Metrolink parking lot as identified as Alternatives 1 and 2. A final Project Report incorporating Alternatives 1 and 2 was presented to and approved by the Rialto Economic Development Committee on September 16, 2008. A copy of the final Project Report is included as Attachment 6.

The preferred alternative requires the City to acquire nine separate properties and relocate a City-owned Police Department evidence warehouse located west of the existing Metrolink station parking lot. On June 9, 2009 the City Council approved the purchase of the property located at 429 W. Rialto Avenue for use as a new Police Evidence building, which was subsequently renovated and is now being used by the Police Department as its evidence warehouse. The old Police Department evidence warehouse has been vacated and is scheduled for demolition as part of this project.

In March 2009, the Commuter Rail and Transit Committee of SANBAG directed SANBAG staff to coordinate with Rialto to identify funding for the Rialto Metrolink station parking lot expansion. On February 3, 2010 SANBAG approved an expenditure plan for Proposition 1B – Public Transportation Modernization, Improvement, and Service Enhancement Account (“PTMISEA”) funds identifying a total of \$1,500,000 for the Rialto Metrolink station Parking Lot Expansion Project (“Project”). Additionally, SANBAG is providing \$800,000 from Local Transportation Funds for a required local match to a Federal Transit Administration (“FTA”) grant awarded to the City for this project.

#### **ANALYSIS/DISCUSSION:**

A fifth Amendment to Agreement No. 93-049 had originally been contemplated which would have been prepared by SANBAG to allocate \$2,300,000 in funding for the Project. However, due to the dissolution of the RDA by the state, SANBAG has prepared a new agreement directly with the City of Rialto: Cooperative Agreement No. C13026 (“Agreement No. C13026”). However, Agreement No. 93-049 between the RDA and SANBAG remains in full force and effect with regard to the joint ownership of the underlying properties of the original Rialto Metrolink station, as well as operation, maintenance and security of the station.

On November 7, 2012 SANBAG approved Agreement No. C13026 with the City of Rialto for the Project. The terms of Agreement No. C13026 provide for SANBAG to allocate a total of \$2,300,000 to the project, composed of \$1,500,000 from PTMISEA funds and \$800,000 from Local Transportation Funds. A copy of Agreement No. C13026 is included as Attachment 7.

#### **ENVIRONMENTAL IMPACT:**

The City, acting as Lead Agency pursuant to the California Environmental Quality Act (“CEQA”), adopted a Mitigated Negative Declaration for the Project which was filed with the San Bernardino County Clerk on January 27, 2010. The Federal Transit Agency, acting as Lead Agency pursuant to the National Environmental Policy Act (“NEPA”)

determined that the Project qualifies as a Categorical Exclusion under 23 CFR Part 771.117(d)(4) by letter dated January 17, 2012.

**GENERAL PLAN CONSISTENCY:**

Approval of this action complies with the following City of Rialto General Plan Goals and Policies:

**Goal 4-7:** Achieve optimum use of regional rail transit.

Policy 4-7.1: Support Metrolink regional rail services, and work with the Southern California Regional Rail Authority to expand services.

Policy 4-7.2: Achieve better integration of all transit and multimodal options at the Rialto Metrolink Station.

Policy 4-7.3: Promote activity centers and transit-oriented development projects around the Rialto Metrolink Station and in Downtown.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved this staff report, the Resolution and Cooperative Agreement No. C13026.

**FINANCIAL IMPACT:**

Accepting the grant will increase estimated revenue in the Grant Projects Fund, Account No. 223-400-4408-7536-120808-30, allowing for an appropriation of expenditures in Account No. 223-500-4408-3001-120808 for the \$2,300,000 in grant funds being provided by SANBAG for this project. The grant funds are identified in the following Table:

Name of Agency or Department	San Bernardino Associated Governments	
CDFA #	n/a	
Name of Program	Proposition 1B, Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Funds	Local Transportation Funds
American Recovery and Reinvestment Act (ARRA) Funded (Yes / No)	No	
Direct/ Pass-through	State Pass-through	
Name of Grant	Rialto Metrolink Parking Lot Expansion	
Grant Period	11-08-2012 to 11-08-2015	
Grant I.D. No.	C13026	
Award Amount	\$1,500,000	\$800,000

**RECOMMENDATION:**

Staff recommends that the City Council:

- Approve Cooperative Agreement No. C13026 with the San Bernardino Associated Governments related to the Rialto Metrolink Parking Expansion Project.
- Adopt the Budget Resolution.

**COOPERATIVE AGREEMENT NO. C13026**

**BETWEEN**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS, ACTING AS THE SAN  
BERNARDINO COUNTY TRANSPORTATION COMMISSION**

**AND**

**CITY OF RIALTO**

**FOR**

**RIALTO METROLINK PARKING EXPANSION PROJECT**

THIS Agreement regarding the Rialto Metrolink Parking Expansion Project ("Agreement") is entered on the effective date by and between the SAN BERNARDINO ASSOCIATED GOVERNMENTS, acting as the San Bernardino County Transportation Commission, (hereinafter referred to as "SANBAG"), and the City of RIALTO (hereinafter referred to as "CITY"). SANBAG and CITY are each a "Party" and collectively "Parties" herein.

**RECITALS:**

**WHEREAS**, the Parties desire to complete the Rialto Metrolink Parking Expansion Project (PROJECT or Expanded Parking Lot). The PROJECT will add approximately 230 parking spaces to the existing parking lot, which currently has 175 spaces. The PROJECT will expand into two new locations and convert 11 existing general spaces to seven (7) new handicapped parking spaces on the property depicted in Attachment A; and

**WHEREAS**, CITY completed the preliminary design and engineering for this PROJECT; and

**WHEREAS**, CITY obtained environmental clearance for the PROJECT under the California Environmental Quality Act (CEQA) on January 27, 2010, and the National Environmental Policy Act (NEPA) pursuant to Title 23 CFR Section 771.117(d) (4) on January 17, 2012; and

**WHEREAS**, the total cost estimate for the PROJECT is \$5,785,000; and

**WHEREAS**, CITY will use funds allocated by the Federal Transit Administration (FTA) Section 5307 and an appropriation from FTA Section 5309 to finish the PROJECT including but not limited to property acquisition; and

**WHEREAS**, SANBAG agrees to provide a local match for the final design and to provide funding for the construction, project administration, demolition and site cleanup for this PROJECT up to \$2.3 million; and

**WHEREAS**, this Agreement is intended to delineate the duties, and funding responsibilities of



the Parties for the PROJECT; and

**NOW, THEREFORE**, the Parties agree to the following:

## **SECTION I**

### **SANBAG RESPONSIBILITIES:**

1. SANBAG's obligations under this Agreement are limited to providing funding for the PROJECT up to an amount not to exceed \$2,300,000, conditioned upon SANBAG's receipt of the Local Transportation Funds and Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Funds, in the amounts identified in the Project Funding Table attached to this Agreement as Attachment B and incorporated into this Agreement by this reference.
2. SANBAG shall reimburse CITY within forty-five (45) days after receipt of acceptable invoices and documentation from CITY for allowable PROJECT costs for final design, construction, PROJECT administration, demolition and site cleanup up to the amounts set out in the Project Funding Table.
3. SANBAG will submit an application for PTMISEA funds for One Million Five Hundred Thousand Dollars (\$1,500,000) for the construction of this PROJECT. SANBAG will allocate the PTMISEA funds awarded to the construction of the PROJECT.
5. SANBAG, and the CITY, as tenants in common, shall hold joint title to all non-operating property associated with the station site.

## **SECTION II**

### **CITY RESPONSIBILITIES:**

1. CITY will submit invoices to SANBAG every four weeks for allowable PROJECT costs incurred during the preceding four week period and such documentation as SANBAG deems necessary to substantiate the costs invoiced for reimbursement. Invoices shall be submitted within fifteen (15) calendar days after the period covered by the invoice. Invoices will be payable within forty-five (45) calendar days after receipt of the invoice and necessary documentation by SANBAG.
2. CITY shall prepare a Request for Proposals (RFP), solicit proposals and contract with qualified licensed engineer(s) to prepare construction plans and specifications consistent with federal, state and local laws. CITY shall conduct a qualifications-based selection process in compliance with local, state and federal laws. Additionally, CITY shall use Federal Funds and LTF as its match for construction plans.
3. CITY shall prepare an Invitation for Bids (IFB) for the construction of the PROJECT.

CITY shall conduct a competitive bidding process that meets with all the local, state and federal laws to select and award the PROJECT construction contract to the lowest responsive responsible bidder.

3. CITY shall provide SANBAG with copies of all RFP's, IFB's, bids, contracts, construction plans and specifications.
3. CITY will abide by all local, state, and federal laws, regulations, policies, and procedures pertaining to the PROJECT.
4. CITY shall participate in the application process for PTMISEA funds and will provide SANBAG all necessary documentation for the application submittal. Additionally CITY shall provide updated reports as needed for the PTMISEA funds.
5. CITY shall notify SANBAG at least sixty (60) days in advance of any additional expenses that will be required to complete the necessary construction plans and specifications. Such notice must provide adequate justification for the additional expense and SANBAG must concur with both the need for and the amount of the costs prior to the CITY authorizing the additional expenses, if any.
6. CITY shall be responsible for completing a final report at the close out of the Project detailing the project's history, lessons learned and final outcome. This report must be completed and submitted with the final invoice to SANBAG.
7. CITY shall execute and deliver to SANBAG for SANBAG's recordation a grant deed transferring title to the Expanded Parking Lot to CITY and SANBAG, as tenants in common.
8. Except with respect to SANBAG's funding obligations set forth in the Funding Table CITY shall pay all costs and expenses associated with the Expanded Parking Lot including but not limited to acquisition, design, construction, reconstruction, project administration, demolition, site cleanup, maintenance, cleaning, upkeep, paving, striping, security, lighting, utilities, insurance and landscaping.

### **SECTION III**

#### **IT IS MUTUALLY AGREED:**

1. The total PROJECT costs have been estimated to be Five Million Seven Hundred Eight-Five Thousand Dollars (\$5,785,000) as identified in Attachment B.
2. Eligible PROJECT reimbursements shall include only those costs incurred by the CITY for PROJECT activities that are described in this Agreement and Attachment B and shall not include cost escalation or interest.



3. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage, claim, costs, or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and hold harmless SANBAG, its officers and employees from all claims, liabilities, costs, damages, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
4. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, claim, costs, or liability occurring or arising by reason of anything done or omitted to be done by SANBAG and under or in connection with any work, authority, or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless the CITY its officers and employees from all claims, liabilities, costs, damages, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement.
5. CITY represents that it has sufficient insurance coverage for purposes of Professional Liability, General Liability, Automobile Liability and Workers Compensation and warrants that through its respective insurance programs, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
6. This Agreement shall commence upon the Effective Date, and shall continue in full force and effect until terminated by mutual written agreement of the parties.
7. CITY, at CITY's expense, may assign additional resources to the PROJECT to facilitate its timely completion.
8. In the event CITY determines PROJECT work may exceed the not to exceed amounts identified in this Agreement, CITY shall inform SANBAG of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the contribution amounts identified in this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the contribution amounts identified in this Agreement absent a written amendment to this Agreement that is approved by all Parties.
9. The Expanded Parking Lot is non-operating property subject to the parties' rights and obligations under Contract No. C93049 as amended between SANBAG and the RDA, including all RDA rights and obligations that the CITY may acquire.
10. This Agreement may be signed in counterparts, each of which shall constitute an original.

11. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
12. The "Effective Date" of this Agreement is the date on which SANBAG executes this Agreement.

**SAN BERNARDINO ASSOCIATED  
GOVERNMENTS**

By: Janice Rutherford  
Janice Rutherford, President  
SANBAG Board of Directors

Date: 11-8-12

**CITY OF RIALTO**

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: Eileen Monaghan Teichert  
Eileen Monaghan Teichert  
General Counsel

Date: 10/22/12

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**CONCURRENCE:**

By: Jeffery Hill  
Jeffery Hill  
Contract Administrator



## Attachment A - PROJECT LOCATION

John Longville Metrolink Station  
261 South Palm Avenue  
Rialto, California 92376



## Attachment B

### Project Funding Table

Budget Components	FTA Section 5307	FTA Section 5309	PTMISEA	LTF	TOTAL COSTS
Design/Engineering		\$ 150,000		\$ 100,000	<b>\$ 250,000</b>
ROW/Site Acquisition	\$ 2,625,000				<b>\$ 2,625,000</b>
Construction			\$ 850,000		<b>\$ 850,000</b>
Project Admin		\$ 135,000	\$ 250,000	\$ 200,000	<b>\$ 585,000</b>
Other Direct Costs				\$ 200,000	<b>\$ 200,000</b>
Demolition			\$ 200,000	\$ 200,000	<b>\$400,000</b>
Site Clean Up	\$ 435,500		\$ 200,000	\$ 100,000	<b>\$735,000</b>
FTA Admin	\$ 139,500				<b>\$139,500</b>
<b>TOTAL COSTS</b>	<b>\$3,200,000</b>	<b>\$ 285,000</b>	<b>\$1,500,000</b>	<b>\$ 800,000</b>	<b>\$5,785,000</b>

City of Rialto Contribution: \$ 3,485,000

SANBAG Contribution: \$2,300,000