

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



ITEM
3.24
(ID # 3042)

MEETING DATE:

Tuesday, March 21, 2017


FROM : TLMA-TRANSPORTATION:

SUBJECT: TLMA - TRANSPORTATION DEPARTMENT: Cherry Valley Boulevard/I-10 Interchange Cooperative Agreement between the County of Riverside and the City of Calimesa; 5th District; [\$450,000 Total Cost]; City of Calimesa - 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the attached Cooperative Agreement between the County of Riverside and the City of Calimesa; and
2. Authorize the Chairman of the Board to execute the same.


ACTION: (Policy)


Patricia Romo, Director of Transportation 2/23/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione and Washington
Nays: None
Absent: Ashley
Date: March 21, 2017
xc: Transp.

Kecia Harper-Ihem
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	\$225,000	\$225,000	\$450,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: City of Calimesa (100%). No general funds will be used.			Budget Adjustment: No	
			For Fiscal Year: 16/17 and 17/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cherry Valley Interchange at Interstate 10 (I-10), located within the City of Calimesa (City), is a key interchange serving the City and is in need of modification and reconstruction to accommodate existing and future traffic needs.

Work to prepare a Project Initiation Document (PID) was started by a developer in 2006/2007 for the Cherry Valley Boulevard/I-10 Interchange, who retained Michael Baker International (formerly RBF Consulting) to prepare the document, but was never completed due to the economic downturn. Since the County of Riverside (County) has extensive experience in the development and implementation of interchange projects, the City requested that the County take over the development of the PID and contract with Michael Baker International to conduct the necessary studies, coordinate with the California Department of Transportation (Caltrans), and finalize the PID for the Cherry Valley Boulevard/I-10 Interchange project. An Engineering Services Agreement between the County of Riverside and Michael Baker International has been prepared and is being submitted under a separate agenda item and, a Cooperative Agreement between the County of Riverside and Caltrans has been prepared and will be submitted under a separate agenda item at a later Board agenda meeting date.

The City of Calimesa and the County desire to enter into a cooperative agreement designating the County as the lead agency for the project and to define the terms, conditions and funding necessary to complete the work. The City has committed to fund 100% of the cost to prepare the PID and the County will prepare the PID, utilizing the contract services of Michael Baker International, and submit to Caltrans for review and approval.

On December 19, 2016, the Calimesa City Council approved the Service Agreement between the County and the City to designate the County of Riverside as the lead agency for the project.

County Counsel has approved the Agreement as to form.

Impact on Residents and Businesses

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

The project will benefit the local residents by providing improvements that will alleviate current and future traffic demands, improve safety, and improve the operation of the Cherry Valley Boulevard/I-10 Interchange.

SUPPLEMENTAL:

Additional Fiscal Information

The City of Calimesa will, by the terms of this agreement, provide funds to the County to cover all costs associated with this project including: County costs to administer the project; engineering consultant costs (Michael Baker International); and Caltrans costs. The Michael Baker International Engineering Services Agreement Amendment appears as a companion item (MT #3412) on this agenda. In addition, the Cooperative Agreement between Caltrans and the County for this project will follow on a future Board meeting.

Contract History and Price Reasonableness

N/A


ATTACHMENTS:

Vicinity Map

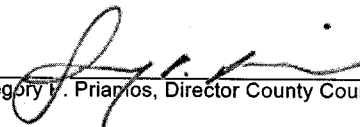
Agreement with Exhibits A and B


Marsha Victor, Chief Deputy County Counsel

3/7/2017

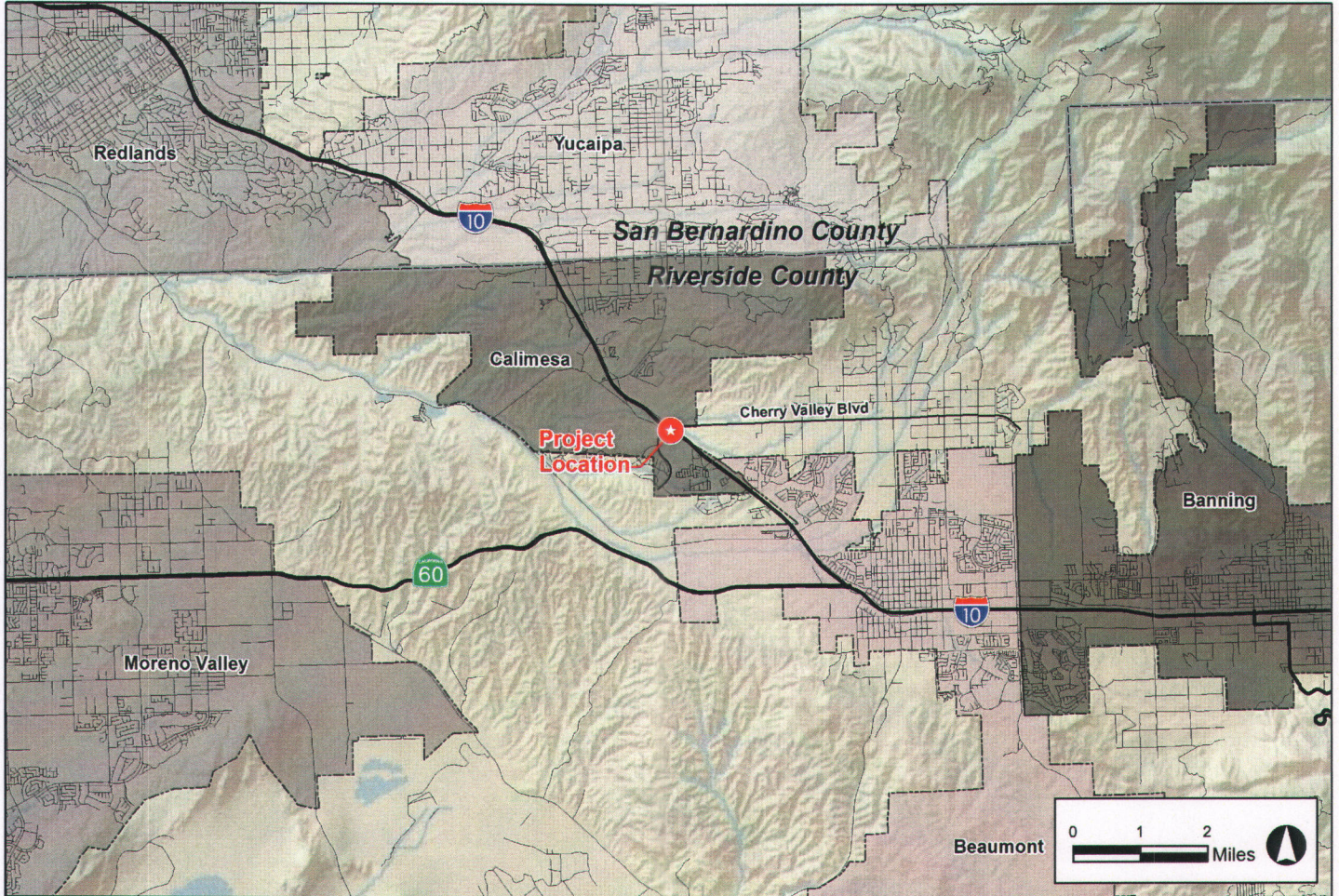

Tina Grande, Principal Management Analyst

3/13/2017


Gregory V. Priamos, Director County Counsel

3/7/2017

Vicinity Map



5011 HEDLEY LN S-F3
SANTA ANA, CA 92705

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF CALIMESA

FOR

CHERRY VALLEY BOULEVARD AT INTERSTATE 10 INTERCHANGE

This Agreement is entered into this 21st day of March, 2017, by and between the County of Riverside, (hereinafter "COUNTY") and the City of Calimesa, (hereinafter "CITY") for project development activities for the Cherry Valley Boulevard at Interstate 10 (I-10) Interchange, located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS

- A. The CITY desires that a Project Initiation Document (PID) be developed in coordination with the State of California acting through the Department of Transportation (herein after "CALTRANS") to improve the I-10/Cherry Valley Boulevard interchange to accommodate existing and future traffic needs including modifying the existing ramp intersections, local street alignments and reconstructing the freeway overcrossing bridge to provide additional lanes ("PROJECT").
- B. Although the PROJECT is located within the jurisdictional boundaries of CITY, the CITY desires to designate the COUNTY as the lead agency for the development and implementation of the PROJECT, due to the COUNTY's extensive experience in the development and implementation of similar types of projects involving Federal and State agencies. COUNTY will therefore provide the administrative, technical, managerial, and support services necessary for the planning and development of the PROJECT.
- C. The COUNTY plans to enter into an agreement with CALTRANS for the completion of the PID as determined necessary by CALTRANS.
- D. COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be administered, engineered, coordinated, managed, and financed.

AGREEMENT

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

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF CALIMESA

FOR

CHERRY VALLEY BOULEVARD AT INTERSTATE 10 INTERCHANGE

This Agreement is entered into this 19th day of December, 2017⁶, by and between the County of Riverside, (hereinafter "COUNTY") and the City of Calimesa, (hereinafter "CITY") for project development activities for the Cherry Valley Boulevard at Interstate 10 (I-10) Interchange, located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS

- A. The CITY desires that a Project Initiation Document (PID) be developed in coordination with the State of California acting through the Department of Transportation (herein after "CALTRANS") to improve the I-10/Cherry Valley Boulevard interchange to accommodate existing and future traffic needs including modifying the existing ramp intersections, local street alignments and reconstructing the freeway overcrossing bridge to provide additional lanes ("PROJECT").
- B. Although the PROJECT is located within the jurisdictional boundaries of CITY, the CITY desires to designate the COUNTY as the lead agency for the development and implementation of the PROJECT, due to the COUNTY's extensive experience in the development and implementation of similar types of projects involving Federal and State agencies. COUNTY will therefore provide the administrative, technical, managerial, and support services necessary for the planning and development of the PROJECT.
- C. The COUNTY plans to enter into an agreement with CALTRANS for the completion of the PID as determined necessary by CALTRANS.
- D. COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be administered, engineered, coordinated, managed, and financed.

AGREEMENT

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

SECTION 1. - COUNTY AGREES:

1. To act as the lead agency on behalf of the CITY for the development of the PID for the PROJECT.
2. To prepare, or cause to be prepared, the PID for the PROJECT and submit to CALTRANS for review and approval.
3. To meet and confer with the CITY concerning the alternatives proposed during the development of the PID.
4. To make written application to the CITY for an encroachment permit, authorizing entry into CITY's right of way, for the purposes of preparing the PID for the PROJECT.
5. Nothing in this Agreement is intended to commit the COUNTY to funding any portion of the PROJECT for the PID, as shown in Exhibit "B", attached hereto and incorporated by this reference.

SECTION 2. - CITY AGREES:

1. To provide at no cost to the PROJECT, oversight of the PROJECT, to provide prompt reviews and approvals of submittals by COUNTY, and to cooperate in timely processing of the PROJECT.
2. To fund the costs necessary to complete the preparation of a PID. The estimated costs for the PID are provided in Exhibit "B". In addition, if COUNTY provides notice to CITY that unforeseen circumstances have arisen which will result in an increase of any costs over those shown in Exhibit "B", then prior to those costs being incurred, COUNTY shall notify CITY of the estimated additional costs, and CITY will work in good faith with the COUNTY to prepare an amendment to this Agreement to include any such reasonable costs under this agreement, which amendment will then be subject to the approval of the CITY'S City Council and the COUNTY'S Board of Supervisors.
3. To deposit with COUNTY, within 30 days of receipt of invoice from COUNTY, the sum of \$200,000.00 (two hundred thousand dollars), CALIMESA's estimated initial funding deposit for the commencement of the PID for the PROJECT as shown in Exhibit "B".
4. To make ongoing deposits with COUNTY within 30 calendar days of receipt of COUNTY's deposit invoice so as to provide COUNTY with funds to pay for upcoming or pending billings for the actual expenditures anticipated for upcoming period, and to continue making such deposit payments upon invoice from the COUNTY until completion of the PROJECT PID.
5. To issue, at no cost to COUNTY or its consultants, upon proper application by COUNTY or COUNTY's consultants, an encroachment permit or right of entry

agreement, authorizing entry onto CITY's right-of-way or CITY property to perform all surveys and other field activities required for preparation of the for the PROJECT PID.

SECTION 3. - IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY and CITY acknowledge and agree that any funding for the PROJECT PID will be the sole responsibility of CITY. Nothing in this Agreement is intended to commit the COUNTY to fund any work beyond the PROJECT PID, or shall be construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to continue with the PROJECT, if funds are no longer available. In the event that adequate funds are not available to move forward or to complete PROJECT, PARTIES agree to meet and confer and collectively work to identify adequate funding for PROJECT.
2. The total cost for the preparation of the PID is estimated to be \$450,000 as detailed in Exhibit "B", attached hereto and incorporated by this reference.
3. COUNTY shall not be obligated to commence any future phases of the PROJECT unless addressed by future agreement(s) between COUNTY and CITY.
4. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties and no oral understanding or agreement not incorporated herein shall be binding on each party hereto.
5. Neither 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 CITY under or in connection with any work performed by CITY, under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold 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 CITY under or in connection with any work performed by CITY under this Agreement.
6. Neither CITY 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 COUNTY under or in connection with any work performed by COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY 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 COUNTY under or in connection with any work performed by COUNTY under this Agreement.
7. In the event that the CITY defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate this agreement upon 90 days written notice to CITY.

8. In the event that the COUNTY defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the CITY shall have the option to terminate this agreement upon 90 days written notice to COUNTY
9. This Agreement will terminate on June 30, 2018 or upon completion of the PID for the PROJECT, whichever is sooner.
10. This agreement may be executed in duplicate originals, each of which is deemed to be an original.
11. All notices and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

COUNTY:

Riverside County Transportation Department
Attn: Patty Romo, Director of Transportation
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone: (951) 955-6740

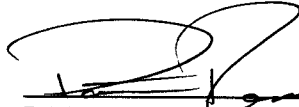
CITY:

City of Calimesa
Attn: Bonnie Johnson, City Manager
908 Park Avenue
Calimesa, CA, 92320
Phone: (909) 795-9801

APPROVALS

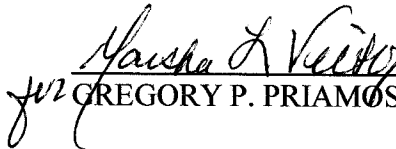
COUNTY Approvals

RECOMMENDED FOR APPROVAL:

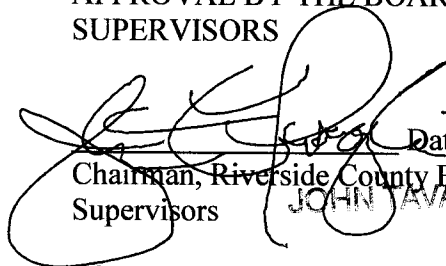
 Dated: 2-21-17
PATRICIA ROMO
Director of Transportation

APPROVED AS TO FORM:


COUNTY COUNSEL

 Dated: 2/28/17
GREGORY P. PRIAMOS

APPROVAL BY THE BOARD OF SUPERVISORS

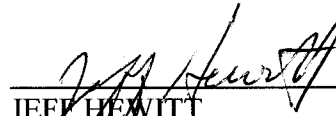
 Dated: MAR 21 2017
Chairman, Riverside County Board of Supervisors
JOHN AVAGLIONE

ATTEST:

 Dated: MAR 21 2017
KECIA HARPER-IHEM
Clerk of the Board (SEAL)

CITY OF CALIMESA Approvals

APPROVED BY:

 Dated: 12/22/16
JEFF HEWITT
Mayor

APPROVED AS TO FORM:

ATTEST:


 Dated: 12/22/16
DARLENE GERDES
City Clerk

EXHIBIT A • VICINITY/PROJECT MAP

EXHIBIT B • PROJECT BUDGET

TASK	CITY OF CALIMESA
Preparation of PID	\$300,000
Caltrans Review	\$150,000
TOTAL COST	\$450,000