

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



ITEM
3.16
(ID # 2332)

MEETING DATE:

Tuesday, October 3, 2017


FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Approval of Amendment No. 1 to the Cooperative Agreement between the County of Riverside, the City of Menifee, and the City of Murrieta for the Scott Road/Interstate 215 Interchange Project; Adopt Resolution 2017-197. 3rd and 5th Districts; [\$2,000,000 - Total Cost] Developer Funds - 100%.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 1 to the Cooperative Agreement between the County of Riverside (County), the City of Menifee, and the City of Murrieta for the Scott Road/Interstate 215 (I-215) Interchange Project; and
2. Authorize the Chairman of the Board to execute the same; and
3. Adopt Resolution number 2017-197 authorizing the contribution of Combined Improvement Funds and/or Developer Contributions toward the construction of Scott Road/I-215 Interchange Project.

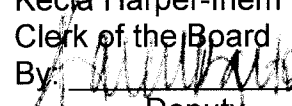
ACTION: Policy


Patricia Romo, Director of Transportation 9/7/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: October 3, 2017
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 2,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Developer Contributions (100%) No General Funds are used on this project.			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The proposed project consists of widening Scott Road between Haun Road and Antelope Road, replacing the existing Scott Road overcrossing bridge at I- 215 with a new six lane bridge, reconfiguration of the on and off ramps, addition of two new loop ramps and addition of freeway auxiliary lanes.

The Scott Road/I-215 Interchange is within the cities of Menifee and Murrieta as shown on the attached vicinity map. The cities have designated the County as the lead agency for the development of the project.

On December 10, 2013 (Agenda Item 3-33), the Board of Supervisors approved a Cooperative Agreement between the County, the City of Menifee, and the City of Murrieta for the overall development of the Environmental, Design and Right-of-Way acquisition phases of the Scott Road/I-215 Interchange Project. Design is now being finalized and construction documents are being prepared.

The County and the City of Menifee have been successful in identifying funding for phase 1 of the interchange project. Phase 1 (refer to attached Phase 1 Project exhibit) completes approximately 70% of the overall project improvements, including the construction of a new six lane bridge and new loop ramps. It has been determined that the proposed Phase 1 Project improvements will provide acceptable levels of service for a period of approximately 20 years based on the anticipated rate of development and other proposed improvements. These improvements are expected to provide the needed congestion relief on Scott Road over the freeway and entering and exiting the freeway. Phase 2 will be constructed at a future date and includes widening the Scott Road overcrossing by an additional five lanes.

The cities of Menifee and Murrieta now desire to designate the County as lead agency for the Advertising, Award and Administration of the construction of Phase 1 of the project. Amendment No. 1 to the Cooperative Agreement defines the roles and responsibilities for each agency in administering, managing and financing the project. A separate construction cooperative agreement between the County and Caltrans for the Scott Road/I-215 Interchange is being submitted as a separate action and companion item to the cooperative agreement with the Cities. The Cooperative Agreement between the County and Caltrans defines the roles and responsibilities of each agency as to how the

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

construction phase will be administered and managed.

Prior to City of Menifee incorporation, the Scott Road/I-215 interchange was within the County's jurisdiction. The interchange project was initiated by the County and funded by the Scott Road - Road and Bridge Benefit District (RBBB) funds, Scott Road Community Facilities District (CFD) funds, and Developer funds collected by the County prior to incorporation. Those funds have been used to pay for the completion of the environmental, and engineering phases, and part of the right-of-way acquisitions as shown in Exhibit "D" of the Agreement.

In addition to these funds the County has conditioned the La Ventana Ranch residential development, Tract 36785 to contribute developer fees for the construction of the I-215/Scott Road interchange as mitigation for future traffic impacts. Resolution No. 2017-197 authorizes the County to contribute \$2 million of the developer contribution towards the Scott Road Interchange project within the jurisdictional boundaries of the City of Menifee and the City of Murrieta. Because these funds are not likely to be immediately available at the start of construction, County has identified other Combined Improvement Funds of \$2 million which can be used for this project pending receipt of the La Ventana developer fees.

Construction is expected to begin in mid 2018.

County Counsel has approved Amendment No.1 to the Cooperative Agreement between the County of Riverside, the City Menifee, and the City of Murrieta, and Resolution No. 2017-197 as to legal form.

Impact on Residents and Businesses

The Scott Road/I-215 Interchange project, Phase 1, will reduce traffic congestion in the region and improve the quality of life for the local residents and businesses. Freeway travel will be improved due to reduced congestion at the ramp intersections on Scott Road.

SUPPLEMENTAL:

Additional Fiscal Information

The City of Menifee and the City of Murrieta are responsible for funding the Scott Road Interchange project. Various development fees that the County has collected from development in the Menifee area will be used for this project including RBBB, CFD, and developer fees. In the event that construction begins prior to the construction of the La Ventana development, and collection of the \$2 million developer contribution, the County will advance \$2 million from the Transportation Department's "Combined Improvement Funds". This fund is a collection of Cash-in Lieu funds from development. The funding is collected to pay for large long-range projects. If needed, the advancement of these funds from the County will be used as a last resort at the tail end of construction. The entire amount may not be used as it depends on the timing of the collection of the development contribution. Construction is anticipated in mid-2018, so the potential use of the advancement may not begin until FY 19/20.

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ATTACHMENTS:

Vicinity Map
Phase 1 Project Improvements
Amendment No. 1
Resolution 2017-197


Marsha Victor, Chief Deputy County Counsel


9/13/2017


Tina Grande, Principal Management Analyst

9/26/2017


Misley Wang

9/11/2017


Gregory F. Priamos, Director County Counsel

9/13/2017

RESOLUTION NO. 2017-197

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF COUNTY OF RIVERSIDE
AUTHORIZING CONTRIBUTION TOWARDS THE SCOTT ROAD/INTERSTATE 215
INTERCHANGE IN THE CITIES OF MENIFEE AND MURRIETA**

WHEREAS, the County of Riverside initiated design of, and began securing funding for the Scott Road/Interstate 215 Interchange Project prior to all portions of the project location being incorporated into the cities of Menifee and Murrieta; and

WHEREAS, the cities entered into an agreement to have the County continue as the lead agency to Administer the project as a priority for residents living within the cities and the adjacent unincorporated County area; and

WHEREAS, the on July 12, 2016 the County Board of Supervisors approved Tract Map 36785 with the condition to contribute funds toward the Scott Road/I215 Interchange project; and

WHEREAS, County is anticipated to start constructing the Project by mid-2018;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Riverside assembled in regular session on October 3, 2017, at 9:00 a.m., in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, by a four-fifths vote, that the Board:

1. Finds and declares that the above recitals are true and correct.
2. Finds and determines that the improvement as described above is of general County interest per Streets and Highways Code Section 1686.
3. Finds that funds in the form of Combined Improvement Funds and/or Developer Contributions will be secured for the Project.
4. Authorizes that County aid and funds identified for this Project can be extended to perform said activities within the cities of Menifee's and Murrieta's jurisdiction and hereby agrees to contribute Two Million Dollars (\$2,000,000) towards the project.

FORM APPROVED COUNTY COUNSEL
BY: *Marshall Victor*
MARSHALL VICTOR
DATE: 9/13/17

OCT 03 2017 3.16

2 **RESOLUTION 2017-197**

3 **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY RIVERSIDE**
4 **AUTHORIZING CONTRIBUTION TOWARDS THE SCOTT ROAD/INTERSTATE 215**
5 **INTERCHANGE IN THE CITIES OF MENIFEE AND MURRIETA**

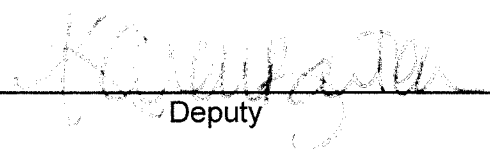
6 ADOPTED by Riverside County Board of Supervisors on October 3, 2017.

7 ROLL CALL:

8 Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
9 Nays: None
10 Absent: None

11
12 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
13 Supervisors on the date therein set forth.

14 KECIA HARPER-IHEM, Clerk of said Board

15 By: 
16 Deputy

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23 10.03.17 3.16
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25

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

AMENDMENT 1

COOPERATIVE AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY

AND

CITY OF MENIFEE AND CITY OF MURRIETA

FOR

SCOTT ROAD/INTERSTATE 215 INTERCHANGE IMPROVEMENTS

This Amendment 1 (hereinafter "Amendment") to a Cooperative Agreement ("Agreement") is entered into this _____ day of _____, 2017, by and between the County of Riverside, a political subdivision of the State of California, (hereinafter "COUNTY"), the City of Menifee, a municipal corporation (hereinafter "MENIFEE"), and the City of Murrieta, a municipal corporation (hereinafter "MURRIETA"). for the provision of certain activities related to construction of the Interchange overcrossing and ramp improvements located at the intersection of Scott Road and Interstate 215 ("I-215 Interchange" or "Interchange"), (herein after "PROJECT"), currently located within the jurisdictional boundaries of MENIFEE and MURRIETA.

RECITALS

- A. On December 10, 2013, the COUNTY, MENIFEE and MURRIETA entered into an agreement titled "Cooperative Agreement By and Between Riverside County and City of Menifee and City of Murrieta for Scott Road/Interstate 215 Interchange Improvements." The Agreement provides the terms and conditions, scope of work, and budget for completing the overall development of the Environmental, Design and Right-of-Way acquisition phases of the PROJECT
- B. The COUNTY, MENIFEE, and MURRIETA now desire to amend the Agreement to designate the COUNTY as Lead Agency for the overall development and implementation of the Bidding and Construction phases of the PROJECT. The COUNTY has extensive experience in the development and implementation of interchange projects involving Federal and State agencies. Keeping the COUNTY as the lead will facilitate continuity in the development and implementation of the PROJECT. The COUNTY will therefore provide the administrative, technical, managerial, and support services necessary to complete the construction of the PROJECT.

1 C. The COUNTY, MENIFEE and MURRIETA desire to amend the Agreement to include and to define the terms
2 and conditions under which said project is to be administered, engineered, coordinated, managed, constructed,
3 maintained, and financed, and to amend the Agreement including changes to Project costs and funding as
4 provided in Exhibit D.

5 D. The COUNTY, MENIFEE and MURRIETA desire to also amend Exhibit D to reflect the change to Project costs
6 and funding, a copy of which is amended herein and attached hereto as Exhibit D.

7
8 **AGREEMENT**

9 NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:
10

11 **1. SECTION 1**, subsection 8, the following paragraph is amended as follows:

12 8. Nothing in this agreement is intended to commit the COUNTY to funding any portion of the PROJECT beyond
13 the funds available as shown in Exhibit D, attached hereto and incorporated by this reference, or shall be
14 construed as obligating the COUNTY to provide replacement funding or to continue with the PROJECT, if funds
15 are no longer available.

16 a. The Funding Summary, attached as Exhibit D, includes construction funding in the amount of \$2,000,000
17 to be paid by Developer Fees. The La Ventana Ranch Development (TR 36785) is in the early stages of
18 development and is conditioned to contribute \$2,000,000 to the County towards the construction of the I-
19 215/Scott Road interchange project. In order to advance the interchange project to construction, the COUNTY
20 has agreed to advance \$2,000,000.00 for the construction phase of the project in advance of receiving
21 \$2,000,000.00 in developer funds.

22 b. The Project funding includes an allocation of \$15 million in WRCOG Transportation Uniform Mitigation
23 Funds (TUMF). This funding is subject to approval of the 2017 Nexus Study. COUNTY will invoice WRCOG
24 directly for reimbursement of construction costs.

25 **2. SECTION 1**, the following paragraphs are added:

26 11. To advertise, award and administer a public works contract for the construction of the PROJECT in
27 accordance with the Local Agency Public Construction Act, Federal Regulations, the California Labor Code,
28 STATE requirements and in accordance with the encroachment permits to be issued by STATE, MENIFEE and

1 MURRIETA at a later date.

2 12. Nothing in this agreement is intended to commit the COUNTY to funding any portion of the PROJECT
3 beyond the funds available as shown in Exhibit D, as amended herein and attached hereto and incorporated
4 by this reference, or shall be construed as obligating the COUNTY to provide replacement funding for any
5 anticipated funding or to continue with the PROJECT, if funds are no longer available.

6 13. To cause the COUNTY's contractor to maintain in force, until completion and acceptance of the PROJECT
7 construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and
8 Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of
9 Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be
10 required which name both MENIFEE and MURRIETA, and both of their officers, agents and employees as
11 additionally insured. The COUNTY shall also require the COUNTY's contractor to maintain Worker's
12 Compensation Insurance.

13 3. **SECTION 2**, subsection 2, the following paragraph is amended as follows:

14 2. To pay COUNTY within 45 calendar days of receipt of COUNTY's monthly billings for the actual expenditures
15 for that month , and to continue making such payments on a monthly basis until completion of construction of
16 the PROJECT.

17 4. **SECTION 2**, the following paragraphs are added:

18 6. To fund the bidding, construction and construction management and support costs necessary to construct
19 PROJECT improvements. The estimated costs for the project are provided in Exhibit D. MENIFEE agrees
20 should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit D
21 (as amended and incorporated herein), MENIFEE will in good faith work with the COUNTY to amend this
22 Agreement to include any such costs under this Agreement. MENIFEE has been an active participant in the
23 progression of the PROJECT, including reviewing PROJECT documents and participating in periodic
24 PROJECT meetings. As such, MENIFEE will continue to review and provide input on the PROJECT documents
25 and provide or withhold consent as it relates to the construction costs (1) prior to COUNTY advertising the call
26 for bids for the construction of the PROJECT and (2) prior to the award of the construction contract and the
27 construction management contract (the "Contracts"). City shall provide or withhold consent to award the
28 Contracts within fourteen (14) business days of receipt of the Contracts from COUNTY before the Contracts

1 will be awarded by the COUNTY. With regard to change orders and other events that cause an increase in
2 approved construction costs, MENIFEE and the COUNTY shall abide by the following procedures: (1)
3 COUNTY shall advise CITY of all construction cost increases within five (5) business days of becoming aware
4 of such increases, (2) COUNTY shall have authority to approve all such increases to the extent they are within
5 the established contingency amount for PROJECT, such that the total PROJECT costs remain at or below the
6 total amount shown on Exhibit D, (3) for construction cost increases of fifty thousand dollars (\$50,000) or less
7 which nevertheless cause total PROJECT costs to exceed the contingency amount, CITY consent to the
8 construction cost increase shall be required and shall be granted or withheld by the CITY's City Manager;
9 provided however, that CITY's City Manager shall respond to any written requested increase in funding within
10 ten (10) business days of CITY's receipt of such writing (City's failure to issue a timely response shall constitute
11 a deemed approval of the request), (4) for (i) single construction cost increases of more than fifty thousand
12 dollars (\$50,000) which nevertheless cause total PROJECT costs to exceed the contingency amount, and/or
13 (ii) cumulative construction cost increases which cause the total PROJECT costs to exceed one hundred and
14 fifty thousand dollars (\$150,000) above the contingency amount, CITY consent to the construction cost increase
15 shall be required and shall be granted or withheld by the CITY's City Council by action taken at the next regular
16 City Council meeting, following receipt of the request, at which the matter can legally be agendized; provided
17 however, that CITY's City Manager shall provide notice of the City Council's action on the funding request within
18 2 business days following the City Council action on the request (City's failure to issue a timely response shall
19 constitute a deemed approval of the request), and (5) notwithstanding the foregoing, in emergency
20 circumstances where obtaining City consent as specified above is not reasonably feasible, COUNTY may
21 approve such funding increases are reasonably necessary to protect the public health, safety, and
22 welfare. Notwithstanding any of the foregoing, for the sake of efficiency and managing the PROJECT (including
23 management of the costs), MENIFEE acknowledges that COUNTY remains the single point of contact for any
24 contractors or consultants hired to design, implement and construct the PROJECT.

25 7. To deposit with COUNTY, within 30 days of receipt of invoice from COUNTY, the sum of \$3,000,000. The
26 deposit will be used to maintain a cash flow to provide timely payments to the construction contractor.

27 8. To issue, at no cost to COUNTY or its consultants and contractors, upon proper application by the COUNTY
28 or COUNTY's consultants or contractors, an encroachment permit authorizing entry onto MENIFEE's right-of-

1 way to perform construction, survey and other investigative activities required for Construction of the PROJECT.

2 9. To provide at no cost to the PROJECT, a representative to coordinate and assist the COUNTY's Resident
3 Engineer during the construction of the PROJECT, and to verify facilities are constructed as required by this
4 Agreement.

5 10. MENIFEE shall enter into a reimbursement agreement with WRCOG for Transportation Uniform Mitigation
6 Funds (TUMF) as shown in Exhibit D. The agreement will allow for the COUNTY to invoice and be reimbursed
7 by WRCOG directly. Nothing in this Agreement is intended to commit COUNTY to commence construction
8 until the reimbursement agreement between MENIFEE and WRCOG is fully executed and the \$15,000,000 in
9 TUMF funds is obligated to the PROJECT."

10 **5. SECTION 3**, the following paragraphs are added:

11 5. To issue, at no cost to COUNTY or its consultants and contractors, upon proper application by the COUNTY
12 or COUNTY's consultants or contractors, an encroachment permit authorizing entry onto MURRIETA's right-of-
13 way to perform construction, survey and other investigative activities required for Construction of the PROJECT.

14 6. To provide at no cost to the COUNTY, MENIFEE, or the PROJECT, a representative to coordinate and assist
15 the COUNTY's Resident Engineer during the construction of the PROJECT and to verify facilities are
16 constructed as required by this Agreement.

17 **6. SECTION 4**, the following paragraph is amended as follows:

18 2. The total cost to complete the PROJECT including project administration, management, design completion
19 and approval, right-of-way, environmental, construction, utilities and construction is estimated to be
20 \$57,823,000.

21 21. In light of the fact that this Agreement has been amended, any references to this Agreement found in this
22 agreement shall be interpreted to refer to the Agreement as amended pursuant to Section 4(16) of this
23 Agreement. Similarly, any reference to Exhibit D within this Agreement shall refer to the amended Exhibit D,
24 which is attached to this amendment.

25
26 IN WITNESS HEREOF, the parties hereto have caused this Amendment to the Agreement to be duly executed this
27 day and year first written above.

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 7/7/17

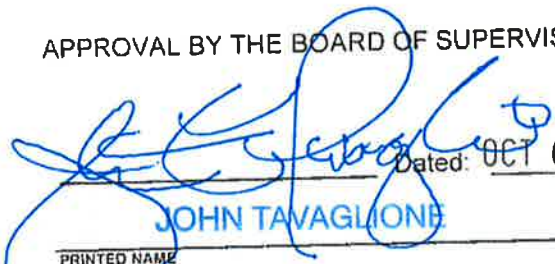
PATRICIA ROMO
Director of Transportation

APPROVED AS TO FORM:

 Dated: 9/11/17

GREGORY P. PRIAMOS
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: OCT 03 2017

JOHN TAVAGLIONE
Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: OCT 03 2017

KECIA HARPER-IHEM
Clerk of the Board of Supervisors (SEAL)

CITY OF MENIFEE Approvals

APPROVED BY:

_____ Dated: 7-31-17

RONALD E. BRADLEY
PRINTED NAME


CITY MANAGER

APPROVED AS TO FORM:

_____ Dated: 7-31-17

Jeffrey Melchior
PRINTED NAME


COUNSEL

ATTEST:

_____ Dated: 7-31-17

Sarah A. Manuaring
PRINTED NAME


CITY CLERK

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

_____ Dated: _____

GREGORY P. PRIAMOS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board of Supervisors (SEAL)

CITY OF MENIFEE Approvals

APPROVED BY:

_____ Dated: _____

PRINTED NAME

CITY MANAGER

CITY OF MURRIETA

APPROVED BY:

Rock Gibbs Dated: 10/3/17

Rock Gibbs

PRINTED NAME

CITY CLERK

ATTEST:

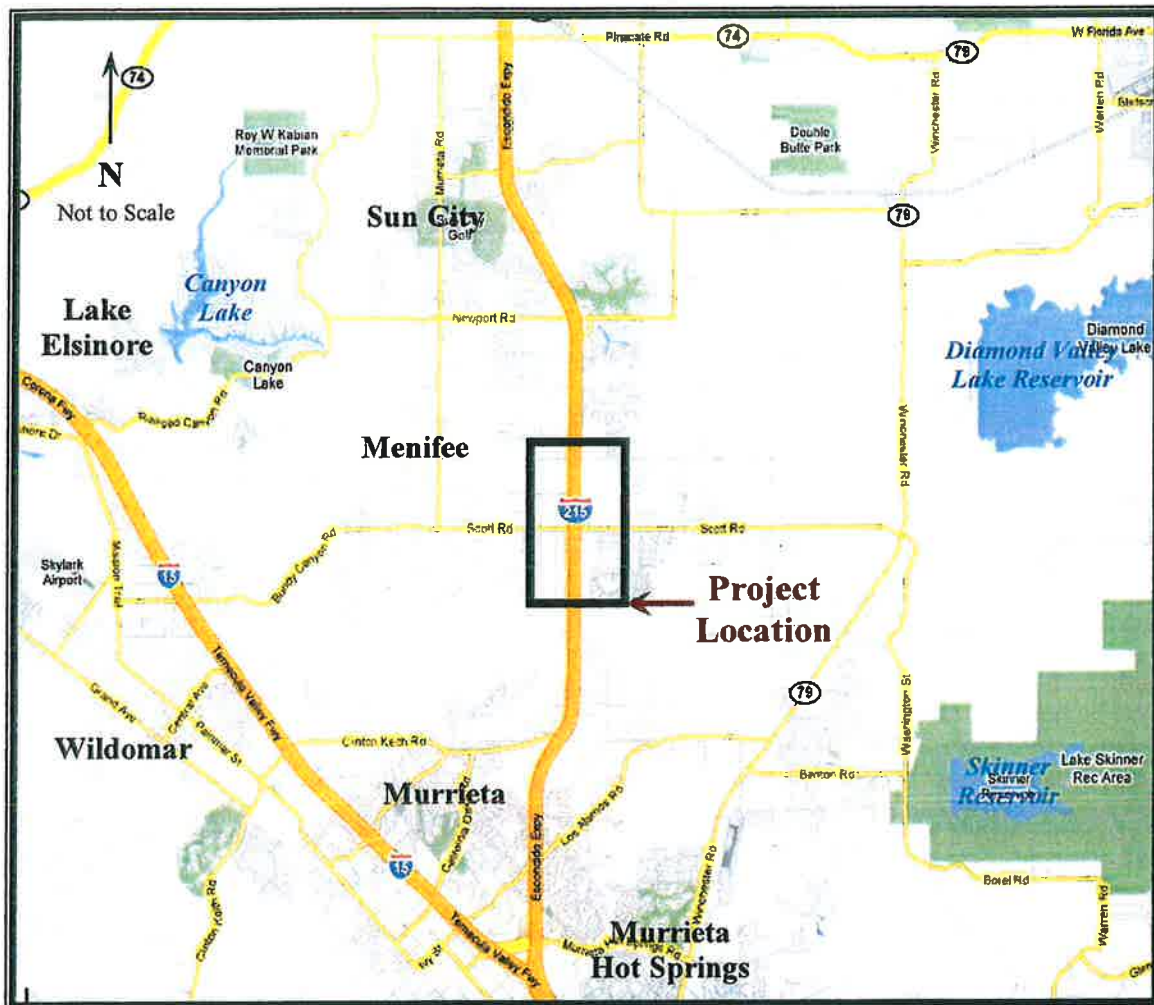
Leslie E. Devaney Dated: 10/3/17

PRINTED NAME

COUNSEL

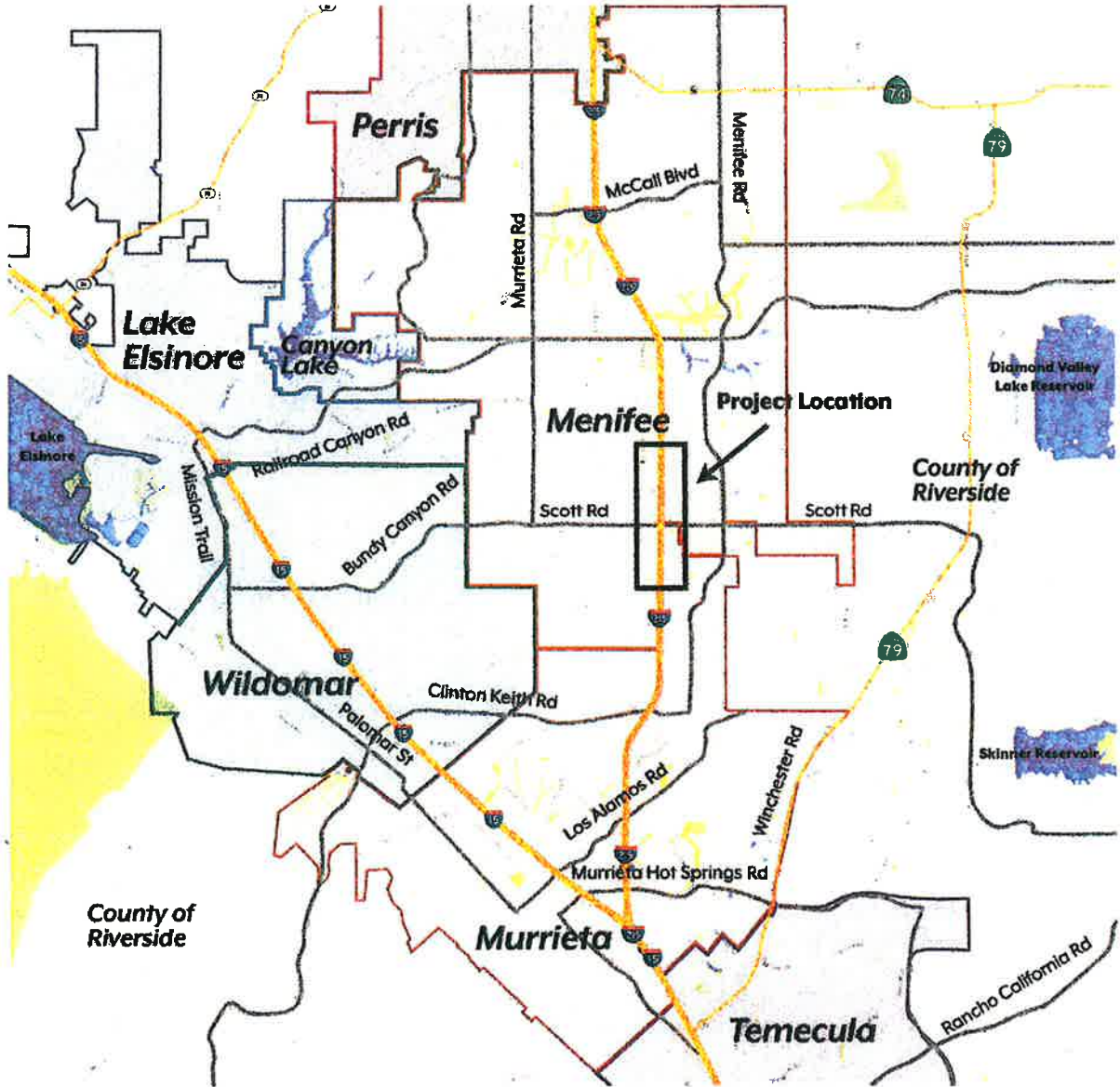
VICINITY MAP

Vicinity Map



In Riverside County in the Cities of Murrieta and Menifee
on Interstate 215 from 0.75 miles south (PM 14.8) to 0.65 miles north (PM 16.2)
of the Scott Road Overcrossing

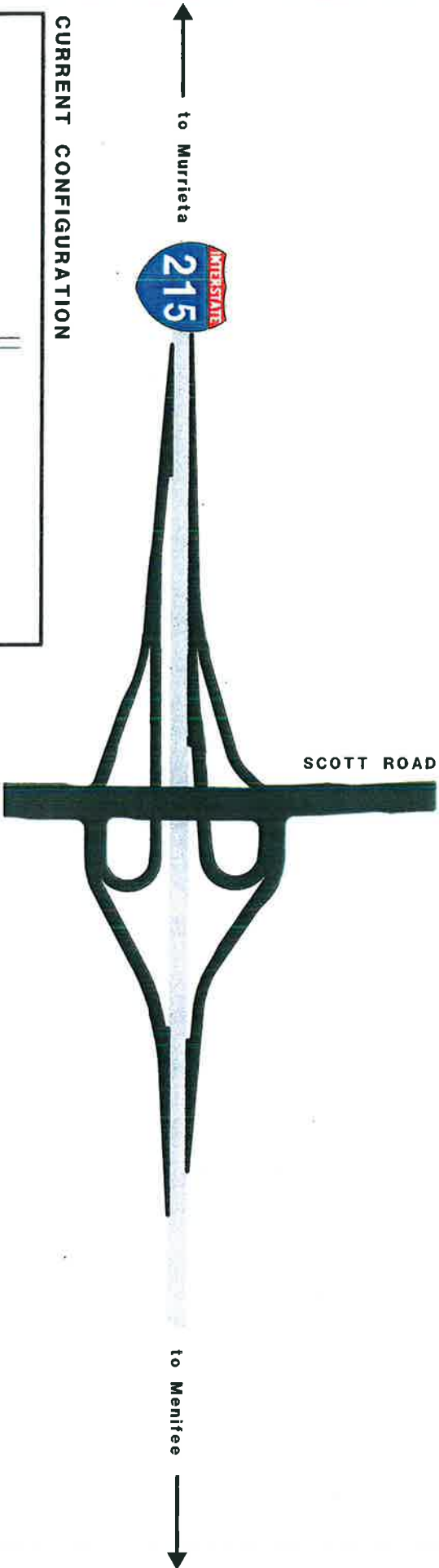
VICINITY MAP



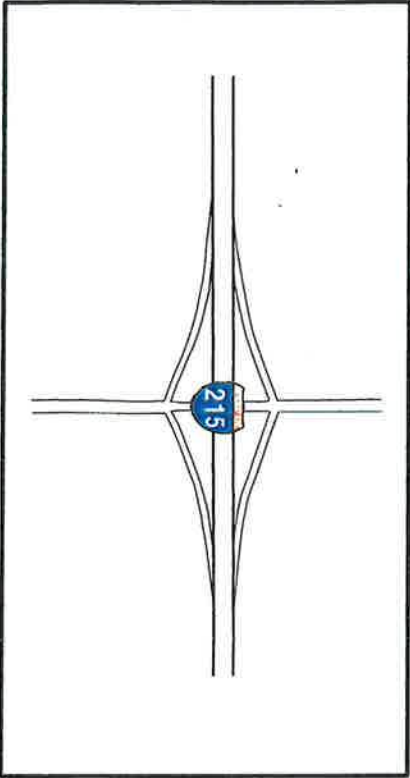
In Riverside County in the Cities of Murrieta and Menifee
on Interstate 215 from 0.75 miles south (PM R14.8) to 0.65 miles north (PM R16.2)
of the Scott Road Overcrossing

PHASE 1 IMPROVEMENTS

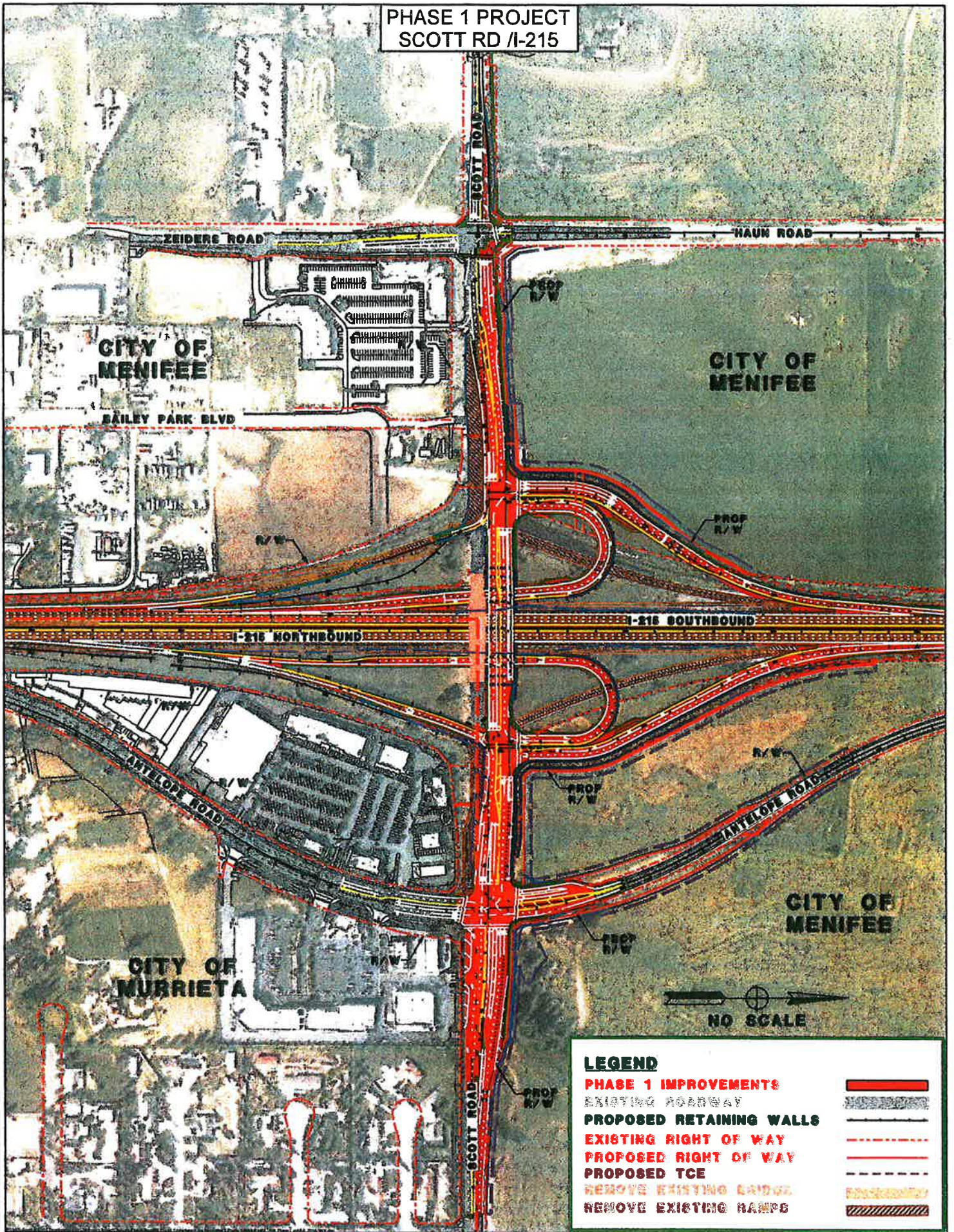
NEW SCOTT ROAD INTERCHANGE CONFIGURATION



CURRENT CONFIGURATION



**PHASE 1 PROJECT
SCOTT RD /I-215**



**EXHIBIT D
ESTIMATED PROJECT COSTS AND FUNDING SUMMARY**

ESTIMATED PHASE 1 PROJECT COSTS

TASK	Cost to Date	Estimated cost to Complete	Total
Environmental/Design	\$ 3,382,035	\$ 2,010,965	\$ 5,393,000
Right-of-way*	\$ 7,728,145	\$ 1,421,855	\$ 9,150,000
Construction (includes utilities & contingency)	\$ 0	\$ 43,280,000	\$ 43,280,000
TOTAL	\$ 11,110,180	\$46,712,820.00	\$57,823,000

*A portion of this cost estimate includes legal costs and fees incurred in connection with property acquisition.

FUNDING – SUMMARY

Project Phase	Source	Fund Amount	Total
Environmental/Design	Scott Road RBBD	\$ 2,091,000	\$ 5,393,000
	Developer Contributions	\$ 2,018,000	
	Scott Road CFD 05-8	\$ 1,284,000	
R/W	Scott Road CFD 05-8	\$ 4,566,000	\$ 9,150,000
	City of Menifee	\$ 4,584,000	
Construction	City of Menifee	\$ 14,280,000	\$ 43,280,000
	Scott Road CFD 05-8 ¹ (Future)	\$ 4,000,000	
	STP Local	\$ 8,000,000	
	TUMF ²	\$15,000,000	
	Developer Fees ³	\$2,000,000	

- ¹ Estimated – Contingent On Future CFD Bond Sale
- ² Refer to Section 1, Paragraph 8.b. of this Agreement
- ³ Refer to Section 1, Paragraph 8.a.