

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



ITEM
3.40
(ID # 7913)

MEETING DATE:

Tuesday, December 11, 2018


FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION
DEPARTMENT: Ratify and Execute Amendment 1 to the Service Agreement
Between the City of Calimesa And the County of Riverside to designate the
County as lead agency for the development of the environmental phase of the
Cherry Valley Boulevard/Interstate 10 Interchange Improvements. District 5;
[\$2,430,000 Total Cost] City of Calimesa 100% (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Execute Amendment 1 to the Service Agreement between the City of
Calimesa and the County of Riverside for the Cherry Valley Boulevard/Interstate 10
Interchange Improvements for Fiscal Years 18/19 – 21/22.

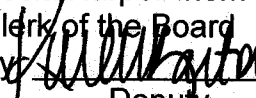
ACTION: 4/5 Vote Required


Patricia Romo, Director of Transportation 11/20/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries 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: December 11, 2018
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	\$ 495,000	\$ 1,000,000	\$ 2,430,000	
NET COUNTY COST				
SOURCE OF FUNDS: City of Calimesa (100%). No General Funds will be used on this project.			Budget Adjustment: No	
			For Fiscal Year: 18/19-21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cherry Valley Boulevard/Interstate 10 Interchange, located within the City of Calimesa (City), is a key interchange serving the City and surrounding communities. The interchange is a major access point for existing residential and retail sites. Significant growth and development in the area have taken place in recent years and modifications to accommodate existing and future traffic needs are required.

On March 21, 2017, The County Board of Supervisors approved a Service Agreement between the County and the City designating the County as lead agency for the Project Initiation Document (PID) phase of the Cherry Valley Boulevard/Interstate 10 Interchange Improvement Project was approved by the County Board of Supervisors.

The PID has been completed and the City now desires to designate the County as the lead agency for the development and implementation of the Environmental phase of the Cherry Valley Boulevard/Interstate 10 interchange improvement project. Amendment 1 to the Service Agreement defines the terms and conditions whereby the project will be funded and completed. The City of Calimesa will be 100% responsible for the funding of the project.

The Transportation Department is requesting that the Agreement be ratified to extend the termination date of the agreement from June 30, 2018 to December 31, 2021, or completion of the Environmental phase of the project, whichever is sooner.

The City approved the amended service agreement at their November 19, 2018 City Council meeting.

Cherry Valley Boulevard/I-10 Interchange Project Number: C7-0038

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.

Additional Fiscal Information

The City of Calimesa will fund 100% of the project cost. No County funds will be used.



Original Agreement amount	\$450,000	Project Study Report
Amendment 1	<u>\$1,980,000</u>	Environmental Document
Total Agreement amount	\$2,430,000	

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

ATTACHMENTS:

Vicinity Map

Amendment 1 Service Agreement by and between Riverside County and City of Calimesa

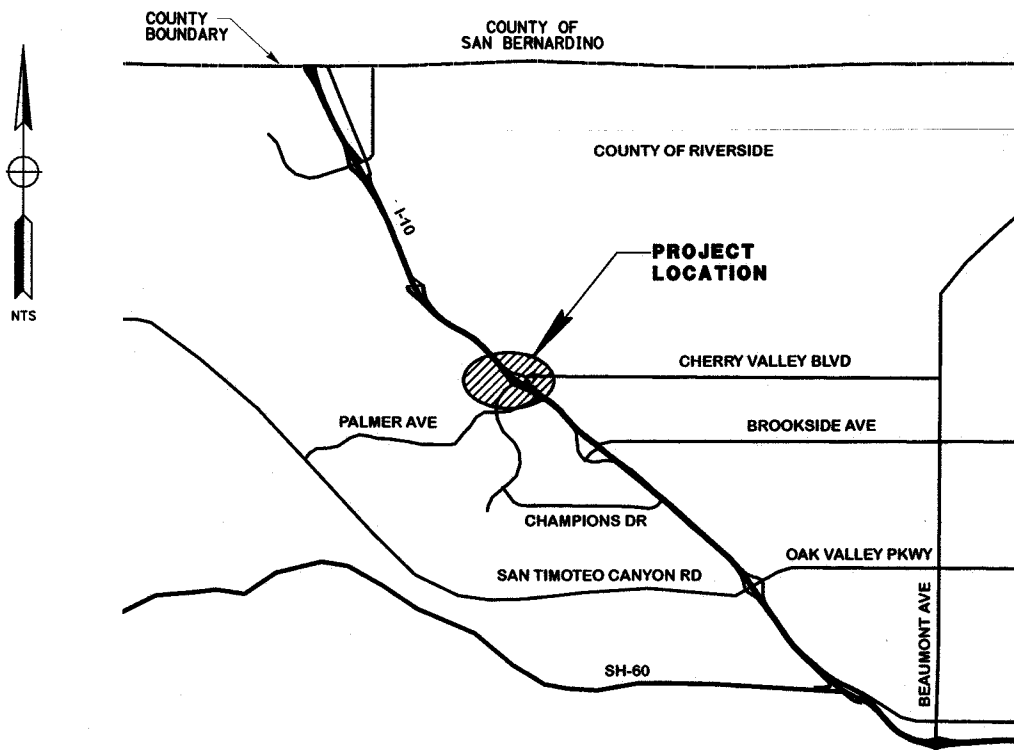
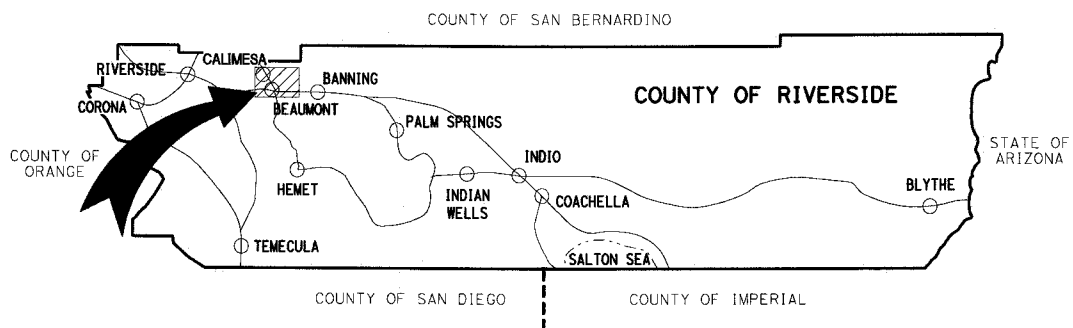
 
Scott Bruckner 12/2/2018 Gregory V. Priaplos, Director County Counsel 11/26/2018

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

CHERRY VALLEY BLVD AT INTERSTATE 10

INTERCHANGE IMPROVEMENTS
IN THE CITY OF CALIMESA

PROJECT No. C7-0038



VICINITY MAP

TOWNSHIP 2S RANGE 2W SECTION 25 AND 1W SECTION 30
COUNTY ROAD BOOK PAGE No. 87

AMENDMENT 1

SERVICE AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY AND

CITY OF CALIMESA

FOR

CHERRY VALLEY BOULEVARD/INTERSTATE 10 INTERCHANGE IMPROVEMENTS

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8 This Amendment 1 (hereinafter "Amendment") to the Service Agreement ("Agreement") is entered into this 11th
9 day of December, 2018, by and between the County of Riverside, a political subdivision of the State of
10 California, (hereinafter "COUNTY") and the City of Calimesa, a municipal corporation (hereinafter "CITY"), for the
11 provision of certain activities related to construction of the Interchange overcrossing and ramp improvements
12 located at the interchange of Cherry Valley Boulevard and Interstate 10 ("I-10 Interchange" or "Interchange"), (herein
13 after "PROJECT"), currently located within the jurisdictional boundaries of CALIMESA.

RECITALS

- 14
15
16 A. On March 21, 2017, the COUNTY and CITY entered into an agreement entitled "Service Agreement By and
17 Between County of Riverside and City of Calimesa for Cherry Valley Boulevard at Interstate 10 Interchange "
18 to define the terms and conditions, scope of work, and budget for completing the Project Initiation Document
19 (PID) of the PROJECT.
- 20 B. The COUNTY and CITY now desire to amend the Agreement to designate the COUNTY as lead agency for the
21 development of the Environmental Phase, of the PROJECT. The COUNTY has extensive experience in the
22 development and implementation of interchange projects involving Federal and State agencies. Keeping the
23 COUNTY as the lead will facilitate continuity in the development and implementation of the PROJECT. The
24 COUNTY will therefore provide the administrative, technical, managerial, and support services necessary to
25 complete the Environmental Phase of the PROJECT.
- 26 C. The COUNTY and CITY desire to amend the Agreement to include and to define the terms and conditions
27 under which said PROJECT Environmental Phase is to be administered, engineered, coordinated, managed,
28 and financed.

Cherry Valley Boulevard/I-10 Service Agreement

- 1 D. The COUNTY and CITY desire to also amend Exhibit "B" to reflect the change to PROJECT costs and funding,
2 a copy of which is amended herein and attached hereto as Exhibit "B-1".
- 3 E. The COUNTY and CITY will initiate the process of entering into a Project Development Cooperative Agreement
4 with The State of California acting through the Department of Transportation (STATE) that provides the terms
5 and conditions under which the COUNTY, as implementing agency, will be allowed to environmentally clear
6 and design PROJECT improvements.
- 7 F. The COUNTY and CITY desire to continue developing the PROJECT in cooperation with the STATE to alleviate
8 congestion and improve traffic operations at the Cherry Valley Boulevard and I-10 Interchange. The proposed
9 project includes reconstructing the bridge over the I-10, modifying the ramps and local street alignments,
10 constructing retaining walls, and widening Cherry Valley Boulevard.
- 11 G. The current County Transportation Improvement Program (2017/2018 TIP, as approved by the Riverside
12 County Board of Supervisors, October 13, 2017) identifies the PROJECT funding through completion of the
13 PID phase of the project only. The CITY has now secured funds for the Environmental Phase. The County
14 and City agree, as funding is secured by City, the Service Agreement will be amended and the PROJECT will
15 move forward on phase by phase basis as reflected on Exhibit B-1.

16
17 **AGREEMENT**

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

19 1. **SECTION 1.** The following paragraph is added to Section 1 of the Agreement:

20 6. To complete, or cause to be completed, detailed Environmental documents for the PROJECT.

21 2. **SECTION 2.** The following paragraphs are added to Section 2 of the Agreement:

22 6. To issue, at no cost to the COUNTY or its consultants and contractors, upon proper application by the
23 COUNTY or the COUNTY's consultants or contractors, an encroachment permit authorizing entry onto
24 CITY's right-of-way to perform survey and other investigative activities required for preparation of the
25 Environmental Phase of the PROJECT.

26 7. The estimated costs for the project are provided in Exhibit "B-1". CITY agrees, should unforeseen
27 circumstances arise which result in an increase of any costs over those shown in Exhibit "B-1", CITY will in
28 good faith amend this Agreement to include any such costs under this Agreement. CITY has been an

1 active participant in the progression of the PROJECT, including reviewing PROJECT documents and
2 participating in periodic PROJECT meetings.

3 8. To deposit with County, within 30 days of receipt of invoice from County, the sum of \$200,000 (two hundred
4 thousand dollars) prior to commencement of the Environmental Phase of the PROJECT.

5 3. **SECTION 3.** Paragraphs 1, 2, 3 and 9 of the Agreement are deleted in their entirety and replaced with the
6 following paragraphs:

7 1. The recitals set forth at the beginning of the Agreement and this Amendment are incorporated herein by
8 this reference.

9 2. The total cost for the preparation of the PID and Environmental Phases is estimated to be \$2,430,000 as
10 detailed in Exhibit B1.3.

11 3. COUNTY and CITY acknowledge and agree that any funding for the PID and Environmental phases of the
12 PROJECT will be the sole responsibility of CITY. Nothing in the Amendment is intended to commit the
13 COUNTY to fund any work or shall be construed as obligating the COUNTY to provide replacement funding
14 for any anticipated funding or to continue with the PROJECT, if funds are no longer available. In the event
15 that adequate funds are not available to move forward with the PROJECT phases, the COUNTY shall not
16 be obligated to commence any future phases of the Project unless addressed by future agreement(s)
17 between COUNTY and City.

18 9. The agreement will terminate on December 31, 2021 or upon completion of the Environmental Phase,
19 whichever is sooner.

20 4. **SECTION 4.** The following paragraphs are added to Section 3 of the Agreement:

21 12. 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. Similarly, any reference to Exhibit
23 "B" within this Agreement shall refer to the amended Exhibit "B-1," which is attached to this Amendment.

24 13. A 10 percent contingency for any unforeseen conditions is included as part of the costs identified in Exhibit
25 B-1.


26 14. COUNTY, and CITY shall retain or cause to be retained for audit for a period of three (3) years from the
27 date of final payment, all records and accounts relating to PROJECT.
28

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

APPROVALS

COUNTY Approvals

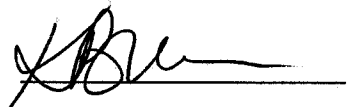
RECOMMENDED FOR APPROVAL:

 Dated: _____

PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

 Dated: _____

Kristina Bell Valdez

Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

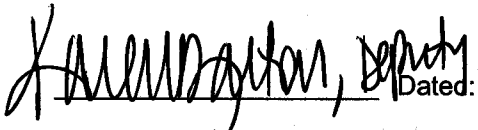
 Dated: DEC 11 2018

CHUCK WASHINGTON

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: DEC 11 2018

KECIA HARPER-IHEM

Clerk of the Board of Supervisors (SEAL)

CITY OF CALIMESA Approvals

APPROVED BY:

Jeff Hewitt Dated: 11/21/18

JEFF HEWITT
Mayor

APPROVED AS TO FORM:

Kevin G. Ennis Dated: 11/27/18

KEVIN G. ENNIS

City Attorney

ATTEST:

Darlene Gerdes Dated: 11/21/18

DARLENE GERDES

City Clerk

VICINITY MAP

**EXHIBIT B-1
ESTIMATED PROJECT COSTS AND FUNDING SUMMARY**

ESTIMATED PROJECT COSTS

Project Phase	Cost to Date	Estimated cost to Complete	Total
Phase 1: Preparation of PID and Caltrans Review	\$450,000	\$0.00	\$450,000
Phase 2: Environmental	\$0	\$1,980,000	\$1,980,000
Phase 3: Design	\$0	\$2,515,000	\$2,515,000
Phase 4: Right-of-way*	\$0	\$6,800,000	\$6,800,000
Phase 5: Construction (includes construction management, utilities, contingency & city oversight)	\$0	\$37,800,000	\$37,800,000
TOTAL	\$0	\$49,095,000	\$49,095,000

*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
Phase 2: Environmental	Local – CITY (Funded)	\$1,980,000	\$1,980,000
Phase 3: Design	Local – CITY (Unfunded)	\$2,515,000	\$2,515,000
Phase 4: Right-of-way	Local – CITY (Unfunded)	\$6,800,000	\$6,800,000
Phase 5: Construction	Local – CITY (Unfunded)	\$37,800,000	\$37,800,000

A subsequent amendment to this agreement, or a separate agreement is required for Phases 3, 4, and 5 if funding is secured by the City.