

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



ITEM
3.49
(ID # 10010)

MEETING DATE:

Tuesday, June 25, 2019

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:

Approval of the Funding Agreement by and between the County of Riverside and the Cities of Lake Elsinore, Perris, and Menifee for a New Corridor Development Planning Study Connecting the I-15/Nichols Road Interchange to the I-215/Ethanac Road Interchange. 1st and 5th Districts. [\$1,000,000 Total Cost - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Funding Agreement by and between the County of Riverside and the Cities of Lake Elsinore, Perris, and Menifee for a Corridor Development Planning Study Connecting the I-15/Nichols Road Interchange to the I-215/Ethanac Interchange, and authorize the Chairman of the Board to execute the same.


ACTION: Policy


Patricia Romo, Director of Transportation 5/31/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 25, 2019
xc: Transp.

Kecia Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 375,000	\$ 125,000	\$ 1,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax (47.5%), City of Lake Elsinore (17.5%), City of Menifee (17.5%) and City of Perris (17.5%). There are no General Funds used in this Project			Budget Adjustment: No	
			For Fiscal Year: 18/19 -21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Ethanac Road/Highway 74/Nichols Road (Ethanac Expressway) Regional Corridor Project is a critical intra-county route. It connects the Cities of Hemet, San Jacinto, Menifee, Perris and Lake Elsinore, and the unincorporated communities of Winchester, Homeland, Romoland, Goodhope, Meadowbrook, and Warm Springs.

The Ethanac Expressway is planned to function as a primary east-west, non-freeway arterial route that will provide connectivity between Interstate 15 (I-15) and Interstate 215 (I-215). This new corridor would save about five miles of circuitous travel along Highway 74 through Perris and Lake Elsinore, through heavily traveled, developed areas with numerous driveways and access points that are not conducive to the efficient movement of regional traffic.

The extension of Ethanac Road as a direct route would require building about a two-mile "missing link" from where the road terminates at the east bank of the San Jacinto River westerly to connect to Highway 74 in Meadowbrook. It would include a bridge crossing over the San Jacinto River and Goodhope Wash and a railroad grade separation at the easterly road connection by Case/Mathews Road. The Nichols connection through Warm Springs to Highway 74 would include building about 1.5 miles of new road.

The Corridor Development Planning Study will provide recommendations for proceeding forward with the project, including a phasing plan for constructing improvements as funding becomes available. Some of the improvements are currently in the planning/development stages and are proceeding forward under City and/or developer projects.

On January 17, 2017, agenda item 3.38, the County entered into an agreement with the Riverside County Transportation Commission (RCTC) to provide \$2,000,000 in funding for the preparation of the Corridor Development Planning Study. The terms of the agreement also specified that \$1,000,000 in additional funding be provided by the County, and Cities of Perris, Menifee, and Lake Elsinore.

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The funding agreement defines the local funding participation of each cooperating agency. Through the terms of this agreement, funding of the study will be provided as follows:

Riverside County Transportation Commission	\$2,000,000 (per prior agreement)
Riverside County Transportation Department	\$475,000
City of Lake Elsinore	\$175,000
City of Perris	\$175,000
City of Menifee	<u>\$175,000</u>
Total Funding	\$3,000,000

Project Number C3-0092

Impact on Residents and Businesses

Regional transportation facilities are essential to public health, safety, and welfare. The proposed Ethanac Expressway will provide a significant benefit for east-west regional transportation.



SUPPLEMENTAL:

Additional Fiscal Information

The planning study will be funded by Gas Tax, RCTC Regional Measure A funding, and City funds.

ATTACHMENTS:

Funding Agreement
Ethanac Vicinity Map

 _____ Jason Farin, Senior Management Analyst	 _____ 6/19/2019	 _____ Gregory L. Priamos, Director County Counsel	 _____ 6/14/2019
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El Toro Ethanac Expressway



AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY

AND

THE CITIES OF LAKE ELSINORE, PERRIS AND MENIFEE

FOR

A CORRIDOR DEVELOPMENT PLANNING STUDY

CONNECTING

THE I-15 & NICHOLS ROAD INTERCHANGE TO THE I-215 & ETHANAC ROAD INTERCHANGE

This AGREEMENT, effective on June 25, 2019, by and between the County of Riverside, acting through its Transportation Department, referred to hereinafter as COUNTY, and the Cities of Lake Elsinore, Perris and Menifee, hereinafter individually referred to as a CITY and collectively referred to as CITIES. COUNTY AND CITIES are sometimes collectively referred to hereinafter as PARTIES, and individually as a PARTY.

RECITALS

- A. On January 17, 2017, COUNTY entered into an agreement with the Riverside County Transportation Commission (RCTC) titled "Agreement with the County of Riverside for the Funding of Measure A Western County New Corridors Improvement Study of the Ethanac Road/State Route 74 (SR-74)/Nichols Road Corridor Project". The terms of that agreement provide funding in the amount of \$2,000,000 to perform the study. The funding required for the full study is split with RCTC providing \$2,000,000 and Local Agencies providing the remaining \$1,000,000.
- B. On March 7, 2017, COUNTY entered into an agreement with Michael Baker International titled "Engineering Services Agreement for El Toro Ethanac Expressway Project Corridor Development Planning Study between County of Riverside • Transportation Department and Michael Baker International". The terms of the agreement stipulate that the firm of Michael Baker International will provide environmental and engineering consulting services necessary to complete the Corridor Development Planning Study (referred to hereinafter as CORRIDOR STUDY) for a fee not to exceed \$1,500,000.
- C. The proposed CORRIDOR STUDY area is located within the jurisdictional boundaries of the COUNTY and CITIES as shown on the map attached as Exhibit "A" and incorporated herein by reference.
- D. East-west traffic within western Riverside County is currently carried primarily on Interstate 10 and State Routes 60 and 91. These corridors are already experiencing significant gridlock and the situation is projected

to worsen. The CORRIDOR STUDY is intended to provide guidance on implementing transportation projects that will improve east-west mobility to the benefit of the PARTIES to this AGREEMENT.

E. PARTIES desire to share in the cost of the Local Agency funding contribution of \$1,000,000 ("Local Agency Contribution"). The Local Agency Contribution shares will be split with the COUNTY contributing \$475,000 and each City contributing **\$175,000**.

F. COUNTY will act as the Lead Agency and will coordinate the CORRIDOR STUDY with CITIES.

G. The initial focus of the CORRIDOR STUDY will be to evaluate extending Ethanac Road to connect to State Route 74 and to evaluate connecting the Nichols Road and Interstate 15 Interchange to State Route 74 by means of new road segments as shown on the map attached as Exhibit "B" and incorporated herein by reference. Subsequent analysis will determine the impacts to other segments of the corridor and will make recommendations for improvements that are needed to make the corridor function efficiently between Interstate I5 and Interstate 215.

AGREEMENT

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

1. All recitals are true and correct and incorporated herein by reference.
2. COUNTY will contribute \$475,000 in funding towards the Local Agency Contribution.
3. The CITIES will each contribute \$175,000 in funding towards the Local Agency Contribution, which shall be deposited with COUNTY within thirty (30) days of full execution of this AGREEMENT.
4. Any savings recognized will be credited or reimbursed, when allowed by policy or law, in proportion to the amount obligated by each PARTY.
5. Nothing in this AGREEMENT is intended to commit either the COUNTY or CITIES to funding any portion of CORRIDOR STUDY beyond the funds specifically identified for the CORRIDOR STUDY as described in this AGREEMENT, nor shall this AGREEMENT be construed as obligating COUNTY or CITIES to continue with the CORRIDOR STUDY, if funds are not available.
6. COUNTY will coordinate with CITIES' staff, CITIES' councils, community groups and the general public as part of the outreach effort for the CORRIDOR STUDY. An outreach schedule showing the intended outreach effort is attached as Exhibit "C" to this AGREEMENT and is incorporated herein by reference.
7. CITIES will issue, upon proper application and where deemed appropriate by CITIES and not unreasonably

withheld, the encroachment permits required for the CORRIDOR STUDY within CITIES' right-of-way. The encroachment permits, or equivalent permits, that are provided pursuant to this Section 7 shall be provided by CITIES to COUNTY (including its contractors, subcontractors, consultants and agents) at no cost.

8. Nothing in this AGREEMENT shall be construed to prevent or preclude COUNTY from expending funds on the CORRIDOR STUDY prior to the execution of the AGREEMENT, or from being reimbursed for such expenditures. However, COUNTY understands and acknowledges that any expenditure of funds on the CORRIDOR STUDY prior to the execution of the AGREEMENT is made at the COUNTY's sole risk, and that some expenditures by the COUNTY may not be eligible for reimbursement under this AGREEMENT.
9. The COUNTY shall require, at a minimum, all persons or entities hired to perform the CORRIDOR STUDY (including their subcontractors, consultants and agents) to obtain insurance of the types and in the amounts described below. Such insurance shall be maintained throughout the term of this AGREEMENT, or until completion of the CORRIDOR STUDY, whichever occurs last:
 - a) Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the work contemplated under this AGREEMENT ("WORK") or be no less than two times the occurrence limit.
 - b) Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
 - c) Errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence. Professional liability insurance shall only be required of design or engineering professionals.
 - d) Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 each accident.
10. For the term of this AGREEMENT, no member, officer or employee of the COUNTY or CITIES, during the term of his or her service with the COUNTY or CITIES, as the case may be, shall have any direct interest in this AGREEMENT, or obtain any present or anticipated material benefit arising therefrom.
11. CITIES and COUNTY shall retain or cause to be retained for audit for a period of three (3) years from the date of final payment, all records and accounts relating to the WORK or the execution of this AGREEMENT.
12. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability

1 occurring by reason of anything done or omitted to be done by CITIES under or in connection with any work,
2 authority or jurisdiction delegated to CITIES under this AGREEMENT. It is further agreed that pursuant to
3 Government Code Section 895.4, each City shall fully indemnify and hold COUNTY harmless from any
4 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything
5 done by such CITY under or in connection with any work, authority or jurisdiction delegated to CITIES under
6 this AGREEMENT.

7 13. Neither CITIES nor any officer or employee thereof shall be responsible for any damage or liability occurring
8 by reason of anything done or omitted to be done by COUNTY (or its contractors, subcontractors,
9 consultants, or agents) under, or in connection with any work, authority or jurisdiction delegated to COUNTY
10 under this AGREEMENT. It is further agreed that pursuant to Government Code Section 895.4, COUNTY
11 shall fully indemnify and hold CITIES harmless from any liability imposed for injury (as defined by Government
12 Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY (or its
13 contractors, subcontractors, consultants, or agents) under or in connection with any work, authority or
14 jurisdiction delegated to COUNTY (or its contractors, subcontractors, consultants, or agents) under this
15 AGREEMENT.

16 14. This AGREEMENT shall be governed by and construed under the laws of the State of California. Venue shall
17 be in Riverside County, California.

18 15. If any PARTY commences an action against another PARTY arising out of or in connection with this
19 AGREEMENT, the prevailing party in such litigation shall be entitled to have and recover from the losing
20 party, reasonable attorneys' fees and costs of suit.

21 16. This AGREEMENT constitutes the entire agreement between the PARTIES relating to the subject matter
22 hereof and supersedes any previous agreements or understandings.

23 17. The invalidity in whole or in part of any provision of this AGREEMENT shall not void or affect the validity of
24 any other provision of this AGREEMENT.

25 18. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination
26 of this AGREEMENT shall survive any such expiration or termination.

27 19. There are no intended third party beneficiaries of any right or obligation assumed by the PARTIES.

28 20. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed
29 by all PARTIES and no oral understanding or other agreement not incorporated herein shall be binding on the

PARTIES.

21. This AGREEMENT may be executed in one or more counterparts, and when a counterpart shall have been signed by each PARTY hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

ARTICLE VIII • APPROVALS

COUNTY:

CITY OF LAKE ELSINORE:

FORM APPROVED COUNTY COUNSEL
BY Kristine Bell-Valdez DATE 6/13/19

[Signature] Dated: JUN 25 2019

KEVIN JEFFRIES
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

[Signature] Dated: JUN 25 2019

KECIA HARPER-HEM

Clerk of the Board (SEAL)

CITY OF PERRIS:

[Signature] Dated: 6/27/18

Richard Belmudez
PRINTED NAME

City Manager
TITLE

ATTEST:

[Signature] Dated: 6/27/18

Nancy Salazar
PRINTED NAME

City Clerk
TITLE

[Signature] Dated: 7/24/18

Grant Yates
PRINTED NAME

City Manager
TITLE

ATTEST:

[Signature] Dated: 7/25/18

Susan M. Domen, MMC
PRINTED NAME

City Clerk
TITLE

CITY OF MENIFEE:

[Signature] Dated: 5/16/19

ARMANDO G. VILLA
PRINTED NAME

CITY MANAGER
TITLE

ATTEST:

[Signature] Dated: 5/16/19

Sarah A. Mankaring
PRINTED NAME

City Clerk
TITLE



PERRIS

Corridor Study Area

ETHANAC ROAD

MENIFEE

CANYON LAKE

Ethanac Extension

ETHANAC ROAD

EXTEND ETHANAC TO SR-74 & CONSTRUCT GOOD HOPE WASH CROSSING

PERRIS

MENIFEE

CANYON LAKE

74

215

215

4



County Project Team

County Project Team

City Engineers (and applicable Technical Staff), County Project Team

Caltrans Planners & Local Assistance Staff, County Project Team

Technical Advisory Group, County Project Team

Workshop 1: County Project Team

Workshop 2: Technical Advisory Group, County Project Team

Regional Conservation Authority, County Project Team

Technical Advisory Group, County Project Team

Agencies, Stakeholders, County Project Team

As Required

Targeted Stakeholder Groups, such as Elected Officials or Chambers of Commerce

As Required

City Councils, City Staff, Council Meeting Attendees, County Project Team, County Management

MAC/CAC members, Public, County Project Team, County Management

Public, County Project Team

Public, County Supervisor, County Project Team, County