

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



**ITEM:** 3.26  
(ID # 18938)

**MEETING DATE:**  
Tuesday, May 17, 2022

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Adoption of Resolution No. 2022-112 Authorizing Specified Services to the City of Indio and Agreeing to Hear Future Resolutions of Necessity for Monroe Street at Interstate 10 Interchange Project Ratification and Approval of Amendment Number Five to the Reimbursement Agreement by and between the Coachella Valley Association of Governments, the City of Indio, and the County of Riverside for the Monroe Street / I-10 Interchange Project. District 4. [\$6,572,000 Total Cost - Local Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve Amendment Number Five to the Reimbursement Agreement by and between the Coachella Valley Association of Governments (CVAG), the City of Indio (City) and the County of Riverside to provide additional funding for the Right-of-Way Acquisition Phase of the Monroe Street / I-10 Interchange Project in the amount of \$6,572,000, and authorize the Chairman of the Board to execute the same; and
2. Adopt Resolution No. 2022-112, Authorizing Specified Services to the City of Indio and Agreeing to Hear Future Resolutions of Necessity for the Monroe Street / I-10 Interchange Project.

**ACTION:**Policy

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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: May 17, 2022  
xc: Transportation

Kecia R. Harper  
Clerk of the Board  
By: *Zahy Martinez*  
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 1,500,000	\$ 6,572,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Coachella Valley Association of Governments (CVAG) (75%) and City of Indio (25%). There are no General Funds being used in this project.			<b>Budget Adjustment:</b> No <b>For Fiscal Year:</b> 22/23 - 23/24	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Monroe Street Interchange is located on I-10 between Jefferson Street and Jackson Street in the City of Indio. The interchange is a major access point for existing residential and retail sites. Significant growth and development have taken place that has resulted in traffic congestion at the interchange and adjacent bridge over the Whitewater River. Immediate and long-term growth in the area will cause an increase in traffic volume throughout the City and at the interchange. Constructing improvements to the Monroe Street interchange and Whitewater River bridge will address existing deficiencies, remove the bottleneck, and accommodate future growth and development.

The City of Indio (City) in cooperation with the California Department of Transportation (Caltrans) and the Coachella Valley Association of Governments (CVAG) are proposing to construct a new interchange on Interstate 10 (I-10) at Monroe Street (Project) to replace the existing interchange. Interchange improvements will include the construction of new structures crossing I-10 and the Whitewater River and construction of associated on and off ramps. The project will also include pedestrian, bicycle, and golf cart facilities compatible with, and connecting to the Coachella Valley (CV)-Link.

The interchange is located within the jurisdictional boundaries of the City. The County of Riverside Transportation Department (County) has extensive experience in the development and implementation of Interchange projects. The City, County, and CVAG have designated the County as the lead agency in the development and implementation of the Project in part due to the experience and expertise of the County.

A funding agreement between the City and CVAG for the Monroe Street / I-10 Interchange Project was approved by the CVAG Executive Committee on October 17, 2007. The agreement provided funding for the preparation of a Project Study Report (PSR).

Amendment No. 1 to the Agreement provided additional funding for preparation of the Project Report and was approved by CVAG on March 12, 2009.

Amendment No. 2 to the Agreement provided additional funding allocations for Phase I, the

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preparation of the Project Approval and Environmental Document (PA&ED) and was approved by CVAG on September 26, 2016.

Amendment No. 3 to the Agreement assigned County as lead agency and was approved by CVAG on February 27, 2017 and by the City on December 20, 2017. Amendment No. 3 to the Agreement is identified as the "Amended and Restated Reimbursement Agreement" and was approved by the Board of Supervisors on January 9, 2018 (Agenda Item No. 3.28).

On November 23, 2020, CVAG approved Amendment No. 4 to the Agreement indicating that CVAG and the City would provide the necessary funding and assigning responsibility to the County to deliver Phase II of the Project - Plans, Specifications, and Estimates (PS&E). Amendment No. 4 was approved by the Board of Supervisors on March 23, 2021 (Agenda Item No. 3.34),

This Amendment No. 5 is Amendment No. 2 to the Amended and Restated Reimbursement Agreement and assigns responsibility to the County to provide Right-of-Way (ROW) support and acquisition services and obligates CVAG and the City to provide the necessary funding. On December 6, 2021, CVAG approved Amendment No. 5 in the amount of \$6,572,000. The ROW funding obligations are shown below:

CVAG	\$4,929,000	(75%)
City	\$1,643,000	(25%)
Total	\$6,572,000	(100 %) ROW

Amendment No. 5 also fulfills a time trigger established by Amendment No. 4 to advance ROW acquisitions by February 27, 2024. A future amendment will provide the terms and responsibilities of each agency for the construction phase of the Project.

A consulting services agreement with Michael Baker International, Inc. to provide engineering and ROW support services for the project was executed on April 13, 2021 (Agenda Item 3.27).

Monroe Street / I-10 Interchange County Project Number: C7-0048  
Caltrans Project Number: EA 0K730

**Impact on Residents and Businesses**

The proposed improvements will improve safety and enhance operational efficiency for local, regional, and interregional traveling motorists as well as provide accommodations for pedestrians, bicycles, and Low Speed Electric Vehicles (LSEVs).

**SUPPLEMENTAL:**

**Additional Fiscal Information**

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County will invoice CVAG for 100% of the eligible project cost. CVAG will in turn invoice the City for its 25% share of the eligible project cost (Local Share) for the completion of the ROW phase.


A cooperative agreement between the State Department of Transportation (Caltrans) and the County was executed on January 25, 2018, assigning responsibilities and authorizing work to complete the PA&ED, PS&E, and ROW project components. Additional Agreements between the County and the City, and between the County and the Caltrans will be submitted to the Board for approval.

**Contract History and Price Reasonableness**

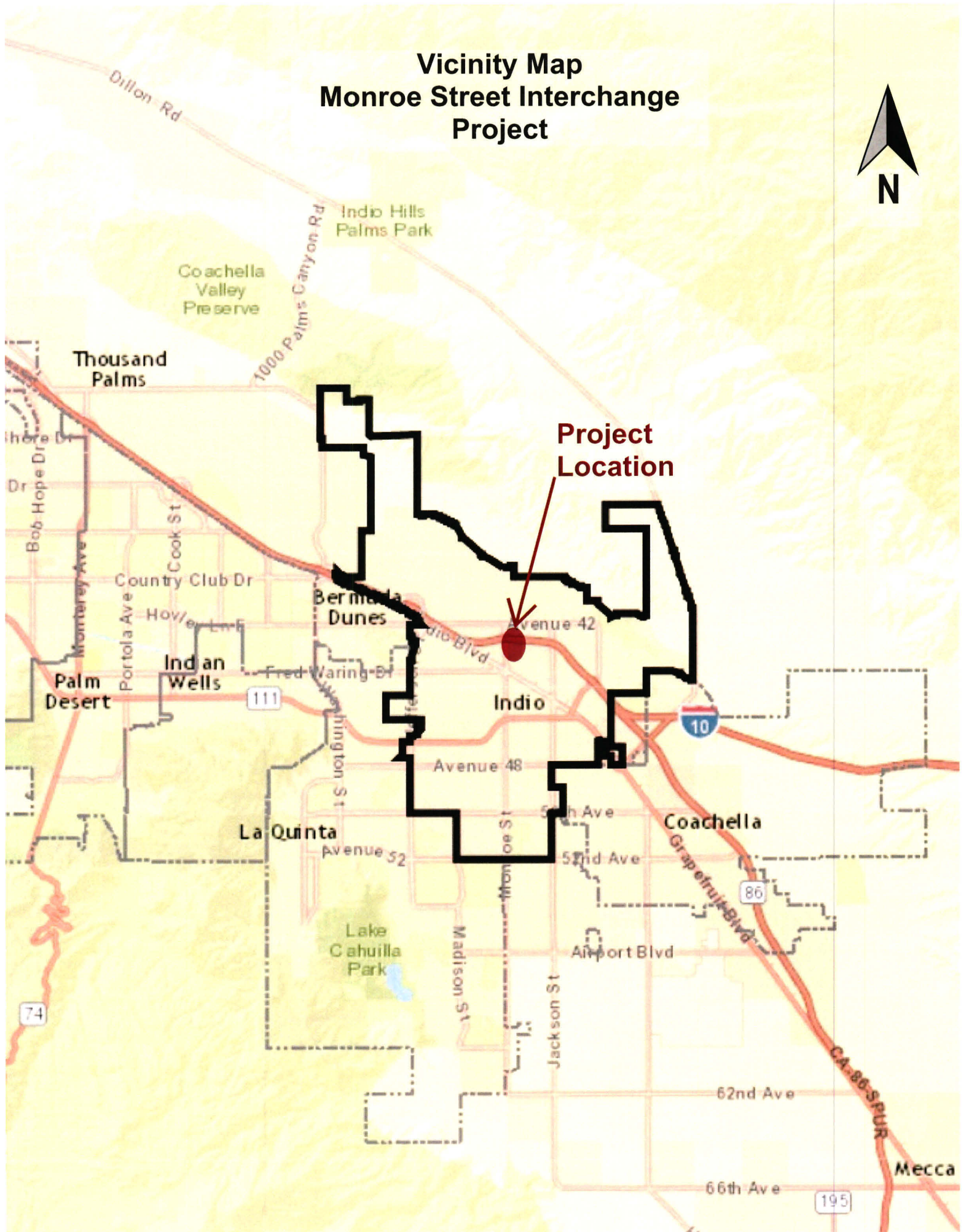
The cost of this amendment is in line with projects of similar scope and duration.

**ATTACHMENTS:**

Amendment No. 5 to the Reimbursement Agreement  
Resolution 2022-112  
Vicinity Map

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst 5/10/2022

# Vicinity Map Monroe Street Interchange Project



**AMENDMENT NUMBER FIVE  
TO THE  
REIMBURSEMENT AGREEMENT BY AND BETWEEN  
CVAG AND THE CITY OF INDIO AND COUNTY OF RIVERSIDE  
FOR THE  
MONROE STREET / INTERSTATE 10 INTERCHANGE PROJECT**

This **AMENDMENT NUMBER FIVE** is made and entered into this 6th day of December, 2021, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (CVAG), **the City of Indio** (Agency) and **County of Riverside** (Agency) is made with reference to the following background facts and circumstances:

This Amendment Number Five authorizes CVAG to provide additional funding for the Monroe Street / Interstate 10 Interchange Right of Way (ROW) Phase. CVAG share of this amendment is \$4,929,000 (75%), and the City share is \$1,643,000 (25%), for a total funding commitment of \$6,572,000.

**Summary**


Original Authorization (\$1,500,000)		
<i>Split: CVAG Share (100%): \$1,500,000**; Indio share (0%): \$0.00</i>	= \$	1,500,000.00
<i>** Actual Amount Paid by CVAG for PSR (\$700,000)</i>		
Amendment Number One (No Cost)	= \$	00.00
Amendment Number Two (\$1,800,000)	= \$	1,350,000.00
<i>Split: CVAG Share (75%): \$1,350,000; Indio share (25%): \$450,000</i>		
Amendment Number Three (No Cost)	= \$	00.00
Amendment Number Four (\$5,765,200)	= \$	4,323,900.00
<i>Split: CVAG Share (75%): \$4,323,900; Indio share (25%): \$1,441,300</i>		
Amendment Number Five (\$6,572,000)	= \$	4,929,000.00
<i>Split: CVAG Share (75%): \$4,929,000; Indio share (25%): \$1,643,000</i>		
<b>Total Authorized CVAG Allocation to Date</b>	<b>= \$</b>	<b>12,102,900.00</b>

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Five to be executed by their duly authorized representatives on this date:

ATTEST:

CITY OF INDIO

By:   
Bryan Montgomery, City Manager

By:   
Elaine Holmes, Mayor

ATTEST:

COUNTY OF RIVERSIDE

By:   
Clerk

By:   
JEFF HEWITT Board Chair

ATTEST:

CVAG

By: \_\_\_\_\_  
Tom Kirk, Executive Director

By:   
Christy Gilbert Holstege, Esq., CVAG Chair

FOR APPROVED COUNTY COUNSEL  
BY:   
DANIELLE D. MALAND

**IN WITNESS WHEREOF**, the parties hereto have caused this **Amendment Number Five** to be executed by their duly authorized representatives on this date:

**ATTEST:**

**CITY OF INDIO**

By:   
Bryan Montgomery, City Manager

By:   
Elaine Holmes, Mayor

**ATTEST:**

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Karen Spiegel, Board Chair

**ATTEST:**

**CVAG**

By: \_\_\_\_\_  
Tom Kirk, Executive Director

By:   
Christy Gilbert Holstege, Esq., CVAG Chair



2  
3 RESOLUTION NO. 2022-112

4  
5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
6 THE COUNTY OF RIVERSIDE AUTHORIZING SPECIFIED SERVICES TO THE CITY OF  
7 INDIO AND AGREEING TO HEAR FUTURE RESOLUTIONS OF NECESSITY FOR THE  
8 MONROE STREET AT INTERSTATE 10 INTERCHANGE PROJECT  
9

10 **WHEREAS**, the City of Indio, a municipal corporation, ("City") and the Coachella Valley  
11 Association of Governments, a California joint powers authority, ("CVAG") have entered into an  
12 agreement entitled "*CVAG - City of Indio Reimbursement Agreement "Monroe street & Golf Center*  
13 *Parkway Interstate 10 Interchanges Project" Project Study Reports (Phase I), Project Report*" on or  
14 about October 17, 2007 ("Agreement") to define the terms and conditions, scope of work, and budget for  
15 completing the Project Study Report ("PSR") of the Monroe Street at Interstate 10 Interchange Project  
16 ("Project"); and

17 **WHEREAS**, the City and CVAG have entered into Amendment No. 1 to the Agreement  
18 on or about March 12, 2009 ("Amendment No. 1") to authorize \$1,500,000 of Interchange Preparation  
19 Funding to work on the PSR for the Project, separate from the Golf Center Parkway Interchange which  
20 had been included in the Agreement; and

21 **WHEREAS**, the City and CVAG have entered into Amendment No. 2 to the Agreement  
22 on or about September 26, 2016 ("Amendment No. 2") obligating CVAG and the City to provide  
23 additional funding for Phase I of the Project - Project Approval and Environmental Document (PA&ED);  
24 and

25 **WHEREAS**, the County of Riverside, a political subdivision of the State of California,  
26 ("County"), the City, and CVAG have entered into an Amended and Restated Reimbursement Agreement  
27 on or about January 9, 2018 ("Amendment No. 3") to add the County as a party to the Agreement and  
28 assign the County as lead agency; and

FOR THE COUNTY COUNSEL  
BY: DANIELLE D. WALKER

MAY 17 2022 9.26

1           **WHEREAS**, the County, the City, and CVAG have entered into Amendment No. 4 to the  
2 Agreement on or about March 23, 2021 (“Amendment No. 4”) obligating CVAG and the City to provide  
3 additional funding for the County to deliver Phase II of the Project - Plans, Specifications, and Estimates  
4 (PS&E); and

5           **WHEREAS**, the County, the City, and CVAG have entered into Amendment No. 5 to the  
6 Agreement on or about May 17, 2022 (“Amendment No. 5”) obligating CVAG and the City to provide  
7 additional funding for the County to provide the administrative, technical, managerial, right-of-way  
8 acquisition and support services necessary to complete Phase III of the Project - Right-of-Way, and to  
9 include and define the terms and conditions under which said Right-of-Way Phase of the Project is to be  
10 administered, engineered, coordinated, managed and financed. Amendment No. 5 also fulfills a time  
11 trigger established by Amendment No. 4 to advance right-of-way acquisitions by February 27, 2024; and

12           **WHEREAS**, the Project is a priority project for both the County and the City and the  
13 County and the City both have a mutual interest in improving vehicular, pedestrian and bicycle traffic  
14 circulation and safety in the Project area; and

15           **WHEREAS**, the County and City desire for the County to act as lead agency for purposes  
16 of providing land acquisition services and exercising eminent domain, if necessary, in relation to the  
17 Project; and

18           **WHEREAS**, California Government Code Section 6502 provides that “[i]f authorized by  
19 their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise  
20 any power common to the contracting parties”; and

21           **WHEREAS**, the County and the City are public agencies within the meaning of California  
22 Government Code Section 6502 et seq. and possess the common power to acquire real property and  
23 construct facilities thereon for street and highway purposes; and

24           **WHEREAS**, California Code of Civil Procedure Section 1240.140(b) provides that “[t]wo  
25 or more public agencies may enter into an agreement for the joint exercise of their respective powers of  
26 eminent domain, whether or not possessed in common, for the acquisition of property as a single parcel”;  
27 and

28           **WHEREAS**, the City will be adopting a resolution expressly granting to the County the

1 City's power of eminent domain to acquire necessary real property interests within the City in connection  
2 with the Project; and

3           **WHEREAS**, the County desires to acquire real property interests required for the Project  
4 and, if necessary, jointly exercise the County's power of eminent domain with the City to acquire such  
5 property interests.

6           **NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the  
7 Board of Supervisors of the County of Riverside, State of California, ("Board") by not less than four-  
8 fifths vote of all members concurring, in regular session assembled on May 17, 2022, at 9:30 a.m., or  
9 soon thereafter, in the meeting room located on the first floor of the County Administrative Center, 4080  
10 Lemon Street, Riverside, California, that all of the above recitals are true and correct.

11           **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that pursuant to  
12 California Government Code Section 6502 and California Code of Civil Procedure Section 1240.140, the  
13 County agrees to jointly exercise its power of eminent domain with the City in relation to the Project to  
14 condemn certain properties in relation to the Project, if necessary, in accordance with all applicable laws.

15           **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board  
16 hereby agrees to hear and determine Resolutions of Necessity regarding the Project.

17           **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the County  
18 Counsel for the County is hereby designated to prepare (in conformance with applicable law), to review,  
19 to approve and to otherwise process resolutions of necessity packages for the Project, including the Notice  
20 of Intention to Adopt Resolutions of Necessity and the Resolutions of Necessity, prior to those matters  
21 being heard by the Board.

22 **ROLL CALL:**

23 Ayes:           Jeffries, Spiegel, Washington, Perez and Hewitt  
24 Nays:           None  
25 Absent:         None

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

Kecia R. Harper, Clerk of said Board

By   
Deputy