

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



ITEM: 3.47  
(ID # 25717)

MEETING DATE:  
Tuesday, October 01, 2024

FROM : TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Funding Transmittal Agreement between the County of Riverside on behalf of the Transportation Department and the City of Calimesa for the Interchange 10 (I-10)/Cherry Valley Boulevard Interchange Project. Not a project under CEQA pursuant to Section 15378 (b)(5) of the State CEQA Guidelines. District 5. [\$1,072,000 Total Cost – Developer Fair Share Contribution 100%]

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

1. Find the Funding Transmittal Agreement not a project pursuant to State CEQA Guidelines Section 15378 (b)(5);
2. Approve and execute the Funding Transmittal Agreement between the County of Riverside on behalf of the Transportation Department and the City of Calimesa for the Interchange 10 (I-10)/Cherry Valley Boulevard Interchange Project; and
3. Authorize the Chairman of the Board of Supervisors to execute the same.

**ACTION:Policy**

  
Dennis Acuna, Director of Transportation 9/17/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: October 1, 2024  
xc: Trans.

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

<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>	\$1,072,000	\$ 0	\$1,072,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Developer Fair Share Contribution 100%. No General Funds will be used on this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25	

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

**BACKGROUND:**

**Summary**

The County of Riverside (County), as a condition of approval for various proposed project developments, required developers to construct certain improvements and/or contribute a monetary amount to the County towards the ultimate improvements to the Interchange 10 (I-10) / Cherry Valley Boulevard Interchange Project (Project). I-10 Logistics Owner, LLC (Developer) is developing an industrial development, Plot Plan No. 25337 and was conditioned by the County to contribute a Developer Transportation Fair Share Contribution (Fair Share Contribution) to mitigate forecasted traffic impacts which will be put towards the ultimate improvements of the Project. The County and the City of Calimesa (City) are working together towards the ultimate improvements of the Project and the City is now designated as the lead agency for the Project. The Fair Share Contribution has been paid to the County and the County has authority to transmit the Fair Share Contribution to the City for the Project.

The County now desires to transmit the Fair Share Contribution to the City subject to the condition that the Fair Share Contribution will be used to improve and expand the Project.

**Environmental Findings**

The Funding Transmittal Agreement (Agreement) is not a "project" pursuant to Section 15378(b)(5) of the State CEQA Guidelines, which states that a "project" does not include "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment." The Agreement merely transfers the Fair Share Contribution from the County to the City and does not modify any of the terms of the Agreement. This transfer of Fair Share Contribution will not, in and of itself, result in a significant environmental effect and does not authorize to any extent whatsoever actual physical development. Any future development, if it occurs at all, will be the result of subsequent actions subject to further CEQA review. Therefore, the Agreement is not a project under CEQA.

**Impact on Residents and Businesses**

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

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**Additional Fiscal Information**

N/A

**ATTACHMENTS:**

Funding Transmittal Agreement



Jason Farin, Principal Management Analyst 9/25/2024



Aaron Gettis, Chief of Deputy County Counsel 9/18/2024



**FUNDING TRANSMITTAL AGREEMENT**  
**COUNTY OF RIVERSIDE**  
**ON BEHALF OF THE**  
**TRANSPORTATION DEPARTMENT**  
**AND**  
**CITY OF CALIMESA**  
**FOR THE**  
**INTERCHANGE 10 (I-10)**  
**AND**  
**CHERRY VALLEY BOULEVARD**  
**INTERCHANGE PROJECT**

**THIS FUNDING TRANSMITTAL AGREEMENT** (this "Agreement") is made and entered into this 01 day of October, 2024, by and between the County of Riverside, a political subdivision of the State of California (the "County"), on behalf of its Transportation Department, and the City of Calimesa (the "City"), an incorporated City within the boundaries of the County, and is made with reference to the following background facts and circumstances:

WHEREAS, the County, as a condition of approval for various proposed project developments, required developers to construct certain improvements and/or contribute to the County if the current construction of the required improvement was not feasible; and,

WHEREAS, I-10 Logistics Owner, LLC (the "Developer") developing Plot Plan No. 25337 was conditioned by the County to contribute a Transportation Fair Share Contribution (the "Fair Share Contribution") towards the ultimate improvements of the I-10/Cherry Valley Boulevard Interchange (the "Project"); and,

WHEREAS, the County and the City are working together towards the ultimate improvements of the Project; and,

WHEREAS, the City is now designated as the lead agency for the improvements of the Project; and,

WHEREAS, the Fair Share Contribution has been paid to the County and the County now has the authority to transmit the Fair Share Contribution to the City for the Project; and,

WHEREAS, the County desires to transmit the Fair Share Contribution to the City, subject to the condition that the Fair Share Contribution will be used to improve and expand the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants and subject to the conditions contained herein, the parties do agree as follows:

1. The above referenced Recitals are true and correct and incorporated herein.
2. The understanding embodied in this Agreement is for the transmittal of Fair Share Contribution by the County to the City to be used for the Project.
3. It is the Agreement between the County and the City that the total Fair Share

Contribution to be transmitted to the City is One Million Seventy-Two Thousand Dollars (\$1,072,000.00).

4. Upon transmittal of the funds noted herein, the City shall be solely responsible for retention/handling of such Fair Share Contribution until the Project is completed.

5. The County and the City agree that should circumstances arise which result in additional work or costs for the Project not covered by the Fair Share Contribution transmitted herewith, the City shall be solely responsible to deal with the Project costs.

6. The City shall maintain an accounting of all funds received from the County pursuant to this Agreement in accordance with generally accepted accounting principles. The City agrees to keep all Project records for a period of not less than three years from the date a notice of completion is filed by the City on the Project. The City shall permit the County or any other appropriate government agency, at any reasonable time, upon reasonable notice, to inspect any records maintained in connection with the Fair Share Contribution and the Project. The County shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection.

7. No waiver of any event of default or breach by one party hereunder shall be implied from any omission by the other party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The consent or approval by one party to or of any act by the other party shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act.

8. Neither the 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 the City under or in connection with any work, authority or jurisdiction delegated to the City under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, the City shall fully indemnify and hold the 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 the City under or in connection with any work, authority or jurisdiction delegated to City under this Agreement.

9. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by voluntary negotiations between the County and the City shall first be decided by the County Transportation Director or designee, who may consider any written or verbal evidence submitted by the City. This decision shall be issued in writing. However, no action in accordance with this Section shall in any way limit either party's rights and remedies through actions in a court of law with appropriate jurisdiction. Neither the pendency of dispute nor its consideration by County will excuse City from performance in accordance with the terms of this Agreement.

10. The City warrants that all aspects of the handling of the Fair Share Contribution hereunder and the Project associated therewith shall be undertaken in compliance with all applicable local, state and federal rules, regulations and laws.

11. This Agreement may not be assigned without the express written consent of the County first being obtained.

12. The City, its successors in interest and assigns shall be bound by all the provisions contained in this Agreement.

13. The City warrants that the Fair Share Contribution received by the City pursuant to this Agreement shall only be used in a manner consistent with the Project and all applicable regulations and laws. Any provision required to be included in this type of agreement by federal or state law shall be deemed to be incorporated into this Agreement.

14. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing, such as Federal Express or UPS); sent by telecopier or facsimile machine capable of confirming transmission and receipt; or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to Agency: Dennis Acuna, Director  
County of Riverside  
Transportation Department  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92502  
Telephone:(951) 955-6747

If to City: Will Kolbow, City Manager  
City of Calimesa  
908 Park Avenue  
Calimesa, CA 92320  
Telephone: (909) 795-9801

Notices sent in accordance with this paragraph shall be deemed delivered upon the next business day following the: (i) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or registered mail, return receipt requested. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

15. This Agreement hereto contains the entire agreement between the County and the City with respect to the matters contained herein, and is intended by the County and the City to completely state the agreement in full. Any agreement or representation respecting the matter dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.

16. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. In the event either the County and the City hereto brings an action or proceeding for a declaration of the rights of the County and the City for injunctive relief, for an alleged breach or default, or any other action arising out of this Agreement, or the transactions contemplated

hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

18. This Agreement and all documents provided for herein shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising from this Agreement shall be adjudicated in the courts of the Riverside County, State of California.

19. The City warrants that the execution, delivery and performance of this Agreement and any and all related documents are duly authorized at time of execution and do not require the further consent or approval of any body, board, or commission or other authority.

20. This Agreement may be executed in 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.

**[Signatures on Following Pages]**

**IN WITNESS WHEREOF**, the County and the City hereto have executed this Agreement as of the day and year first above written:

**COUNTY OF RIVERSIDE**

RECOMMENDED FOR APPROVAL:

By:   
Dennis Acuna  
Director of Transportation


APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By:   
Stephanie Nelson  
Deputy County Counsel

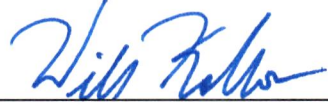
APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By:   
**CHUCK WASHINGTON**  
Chairman, County Board of Supervisors

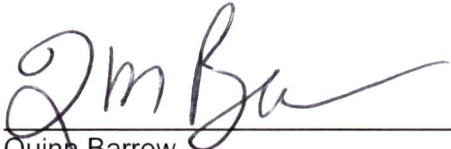
ATTEST:  
Kimberly Rector  
Clerk of the Board

By:   
Deputy

**CITY OF CALIMESA**

By:   
Will Kolbow  
City Manager

APPROVED AS TO FORM:

By:   
Quinn Barrow  
City Attorney

ATTEST:

By:   
Darlene Gerdes  
City Clerk