

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



**ITEM: 3.71
(ID # 28612)**

MEETING DATE:
Tuesday, August 26, 2025

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Amendment No. 1 to the Cooperative Agreement with the City of Indio for the Design and Construction of Roadway Improvements at the Jackson Street and Avenue 50 Intersection Improvement Project. District 4. [\$2,765,008 Total Cost - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 1 to the Cooperative Agreement for Design and Construction of Jackson Street and Avenue 50 Intersection Improvement Project between the County of Riverside and the City of Indio to modify the scope and project cost and increase the County's budgeted amount by \$946,007.80 from \$1,819,000.00 to \$2,765,007.80; and
2. Authorize the Chair of the Board to execute Amendment No. 1 on behalf of the County.

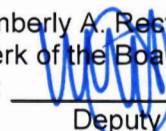
ACTION:Policy


Dennis Acuna, Director of Transportation 8/15/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: August 26, 2025
xc: Transp.

Kimberly A. Restor
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	\$ 1,215,008	\$1,550,000	\$ \$2,765,008	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax/HUTA (72.9%) and Gas Tax/SB1 (27.1%). There are no general funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 25/26 – 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Transportation Department (County) and the City of Indio (City) have partnered to address existing traffic congestion, drainage deficiencies, and pedestrian and bicycle accommodations within the Jackson Street and Avenue 50 Intersection Improvement Project (Project) limits. The project includes roadway widening, new traffic signals, storm drains, bike lanes and sidewalks along Jackson Street from approximately 1,600 feet south of Avenue 52 to Avenue 49 and tie-in improvements on Avenue 50 from approximately 700' west of Avenue 50 to the City of Coachella city boundaries to the east; and widen Avenue 52 from approximately 750 feet west of Jackson Street to approximately 2,000 feet east of Jackson Street in the Vista Santa Rosa area.

Generally, the western half of Jackson Street from Avenue 52 to Avenue 50 is within the City and the eastern half is within the County. The City is the lead agency, and the County is a participant in the project. The County has committed to pay for its share of the improvements and associated costs within County jurisdiction according to the terms of the existing Cooperative Agreement.

On May 11, 2021, Agenda Item No. 3.36, the County Board of Supervisors approved the Cooperative Agreement for Design and Construction of Jackson Street and Avenue 50 Intersection Improvement Project between the County and City. The Cooperative Agreement outlined the roles and responsibilities of each agency and identified outside funding sources secured by the City.

During the design of the project, the schedule had continuously increased due to right-of-way and utility relocation efforts. To immediately address the deteriorated roadway conditions, the City and County have phased the work into 2 phases. Phase 1 constructs all roadway and some utility improvements within the right of way and has been completed. Phase 2 constructs the balance of the work including concrete improvements, drainage, and utility undergrounding.

This Amendment No. 1 formally phases the project into 2 phases and increases the total project cost while revising funding contributions from City, County, Coachella Valley Association of Governments (CVAG), and Coachella Valley Mountain Conservancy (CVMC). Amendment No.

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

1 specifies the County's deposit for its share of Phase 1 costs and the remaining share to be paid before construction of Phase 2 based on the final bid.

Jackson Street and Avenue 50 Intersection Improvements Project Number: D0-0012

Impact on Residents and Businesses

The proposed improvements will provide the traveling public with increased traffic capacity within the widened roadway, improve traffic control by signaling intersections, enhance safety, resolve gaps in pedestrian and bicycle facilities, as well as address flooding and drainage issues during rain events. The improvements will meet requirements for both the City of Indio and the County of Riverside General Plan build-out conditions.

SUPPLEMENTAL:

Additional Fiscal Information

The City approved Amendment No. 1 to the Cooperative Agreement at their August 20, 2025 council meeting.

Amendment No. 1 increases the total cost estimate for the project improvements from \$14,250,000 to \$26,813,765.87 of which the County's share increased from \$1,819,000 to \$2,765,007.80.

An amendment to an existing funding agreement was executed on November 23, 2020 between the City and CVAG detailing CVAG's financial contributions of \$1,195,950 for the design and right-of-way acquisition phases of the project. CVMC will contribute \$525,000 towards the drainage improvements.

The funding agreement was amended once more on December 2, 2024, between the City and CVAG increasing CVAG's financial contributions to \$6,839,700 for the design and right-of-way acquisition phases of the project. The amendment also acknowledged that the City would return to CVAG for additional construction funding at the appropriate time. A funding summary is below:

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

Cooperative Agreement Funding Summary:

County of Riverside:	\$1,819,000
City of Indio:	\$1,619,000
Coachella Valley Mountain Conservancy:	\$500,000
CVAG (Current):	\$1,195,950
CVAG (Future):	<u>\$9,116,050</u>
Total:	\$14,250,000

Amendment No. 1 Funding Summary:

County of Riverside:	\$2,765,008
City of Indio:	\$3,794,234
Coachella Valley Mountain Conservancy:	\$525,000
CVAG (Current):	\$6,839,700
CVAG (Future):	<u>\$12,890,524</u>
Total:	\$26,820,000

ATTACHMENTS:

Vicinity Map
Amendment No. 1



Jason Farin, Principal Policy Analyst

8/20/2025



Lisa Sanchez, Deputy County Counsel

8/18/2025



Aaron Gettis, Chief of Deputy County Counsel

8/18/2025

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT
FOR DESIGN AND CONSTRUCTION OF
JACKSON STREET AND AVENUE 50 INTERSECTION
IMPROVEMENT PROJECT
CITY PROJECT NUMBER TS-1901 AND
COUNTY PROJECT NUMBER D0-0012**

BY AND BETWEEN

THE CITY OF INDIO

A CALIFORNIA MUNICIPAL CORPORATION

AND

COUNTY OF RIVERSIDE

A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

DATED: AUGUST 26, 2025

Form Approved 2/17/2023

AUG 26 2025 3.71

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT

This Amendment No. 1 to the Cooperative Agreement for Design and Construction of Jackson Street and Avenue 50 Intersection Improvement Project, City Project Number TS-1901 and County Project Number D0-0012 (hereinafter, "Amendment No. 1") is made and entered into as of this 26th day of August, 2025, by and between the City of Indio, a California municipal corporation ("CITY"), and the County of Riverside, a political subdivision of the State of California ("COUNTY"). CITY and COUNTY are sometimes hereinafter individually referred to as "Contracting Party" or "Party" and hereinafter collectively referred to as the "Contracting Parties" or "Parties."

RECITALS

- A. CITY and COUNTY entered into an agreement entitled, "Cooperative Agreement for Design and Construction of Jackson Street and Avenue 50 Intersection Improvement Project," dated April 21, 2021, ("Agreement") for the purpose of defining the roles, responsibilities, and cost sharing between the Parties for the proposed improvements along Jackson Street between Avenue 49 and Avenue 52.
- B. Pursuant to Section 8.6 of the Agreement, the Parties desire to amend the Agreement to revise the Scope and increase the Contract Sum.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the Parties do hereby enter into this Amendment No. 1 which modifies and amends the Agreement as follows:

1. **AMENDMENT**. The Agreement is hereby modified and amended as follows:

- 1.1 **[SCOPE]**. Section 1.1 of the Agreement is hereby amended to add the following paragraph at the end of Section 1.1 to be integrated therein and read as follows:

Contracting Parties hereby agree that the Project improvements will be constructed in two (2) phases. Phase 1 includes pavement improvement and certain utility work within the limits of the street. Phase 2 includes the balance of the work.

- 1.2 **[CONTRACT SUM]**. Section 2.1 of the Agreement is hereby amended to revise the Project Cost and terms, with all other terms and conditions in Section 2.1 to remain in full force and effect, as follows:

Contracting Parties hereby agree to increase the total Project Cost to Twenty-Six Million, Eight Hundred Twenty Thousand Dollars (\$26,820,000.00), as described in more detail in "Exhibit B-Revised."

Contracting Parties hereby acknowledge that CITY executed an amendment to an existing agreement for outside funding for the Project design costs and construction for Phase 1

improvements with the Coachella Valley Association of Governments (“CVAG”), on December 2, 2024, in the amount not to exceed Six Million, Eight Hundred Thirty-Nine Thousand, Seven Hundred Dollars (\$6,839,700.00), which represents 75% of the estimated costs.

Contracting Parties hereby acknowledge that CITY has an agreement for outside funding for the Phase 2 drainage construction costs from Coachella Valley Mountain Conservancy (“CVMC”) in the amount not to exceed Five Hundred Twenty-Five Thousand Dollars (\$525,000.00).

The COUNTY shall deposit an additional One Million, Two Hundred Fifteen Thousand Dollars (\$1,215,000.00) upon execution of the Amendment No. 1 to this Agreement for the payment of costs through the construction of Phase 1. The balance of the COUNTY’S agreed upon share will be deposited with the CITY on or before the construction award of Phase 2. The balance of the COUNTY’s agreed upon share will be established after a responsive bid is received by the CITY.

1.3 [EXHIBIT B]. The Agreement is hereby amended to replace the three (3) page Project Cost Estimate attached thereto as Exhibit “B,” with the one (1) page Exhibit “B” – Revised Project Cost Estimate, attached hereto and incorporated therein by this reference.

2 REMAINDER UNCHANGED. Except as specifically modified and amended in this Amendment No. 1, the Agreement remains in full force and effect and binding upon the Parties.

3 INTEGRATION. This Amendment No. 1 including the exhibit hereto constitute the entire understanding and agreement of the Parties and supersedes all negotiations or previous agreements, including written or verbal communications between the Parties with respect to all or any part of the transaction discussed in this Amendment.

4 SEVERABILITY. If any portion of this Amendment No. 1 is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5 EFFECTIVE DATE. This Amendment No. 1 shall not become effective until the date it has been executed by the appropriate authorities of the Contracting Parties.

6 APPLICABLE LAW. The laws of the State of California shall govern the interpretation and enforcement of this Amendment No. 1.

7 REFERENCES. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Amendment No. 1 have the same meaning as provided in the Agreement, unless expressly stated to the contrary herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Contracting Parties have executed this Amendment No. 1 to the Agreement as of the dates stated below.

CITY OF INDIO,
a California municipal corporation

By: _____

BRYAN H. MONTGOMERY, City Manager

Dated: _____

ATTEST:

By: _____

SABDI SANCHEZ, Director of City Clerk
Services

Indio, California

APPROVED AS TO FORM:

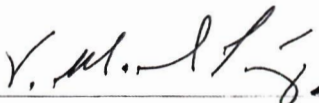
By: _____

Steven Graham Pacifico, City Attorney
City of Indio, California

Dated: _____

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COUNTY OF RIVERSIDE,
a political subdivision of the State of California

By: 
V. MANUEL PEREZ, Chair
Board of Supervisors

Dated: AUG 26 2025

ATTEST:
KIMBERLY RECTOR
Clerk of the Board


By: 
DEPUTY

RECOMMENDED FOR APPROVAL:

By: _____
DENNIS ACUNA
Director of Transportation

Dated: _____

APPROVED AS TO FORM:
MINH C. TRAN
COUNTY COUNSEL

By: 
LISA SANCHEZ
Deputy County Counsel

Dated: 8/18/2025

Exhibit "B" - Revised

Project Cost Estimate

		CVMC	CVAG	COUNTY	CITY
Phase 1 Construction	\$6,222,226.00		\$4,666,669.50	\$683,825.06	\$871,731.44
Phase 2 Construction	\$13,000,000.00	\$525,000.00	\$9,356,250.00	\$1,250,000.00	\$1,868,750.00
Total Construction	\$19,222,226.00	\$525,000.00	\$14,022,919.50	\$1,933,825.06	\$2,740,481.44
Administration (1%)	\$192,222.26		\$144,166.70	\$24,027.78	\$24,027.78
Project Management	\$125,000.00		\$93,750.00	\$15,625.00	\$15,625.00
Preliminary Engineering	\$328,889.00		\$246,666.75	\$41,111.13	\$41,111.13
Final Engineering and Construction Support	\$603,836.00		\$452,877.00	\$75,479.50	\$75,479.50
Right of Way Engineering	\$471,280.00		\$353,460.00	\$22,133.25	\$95,686.75
Right of Way Acquisitions*	\$550,000.00		\$412,500.00	\$41,025.00	\$96,475.00
Construction Engineering (15% of Construction)	\$2,883,333.90		\$2,162,500.43	\$360,416.74	\$360,416.74
Subtotal	\$24,376,787.16	\$525,000.00	\$17,888,840.37	\$2,513,643.46	\$3,449,303.33
Contingency (10%)	\$2,437,678.72		\$1,841,384.04	\$251,364.35	\$344,930.33
Expense Amount Total	\$26,820,000.00	\$525,000.00	\$19,730,224.41	\$2,765,007.80	\$3,794,233.66

*Each agency will pay 100% of the Right of Way Acquisition Cost. The estimates are included herein to reflect reimbursement from outside agencies.

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AND

**COUNTY OF RIVERSIDE
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**

DATED: AUGUST 26, 2025

Form Approved 2/17/2023

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2025 AUG 26 AM 10:11

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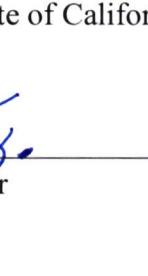
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Board of Supervisors

Dated: AUG 26 2025

ATTEST:
KIMBERLY RECTOR
Clerk of the Board


By: 
DEPUTY

RECOMMENDED FOR APPROVAL:

By: 
DENNIS ACUNA
Director of Transportation

Dated: 8/25/2025

APPROVED AS TO FORM:
MINH C. TRAN
COUNTY COUNSEL

By: 
LISA SANCHEZ
Deputy County Counsel

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0 500 1,000 2,000 Feet
1 inch = 1,100 feet

Jackson St and Ave 50 Intersection Improvements Vicinity Map

