

FORM APPROVED COUNTY COUNSEL
 BY: *M. L. Victor* 5/19/09
 DATE
 MARSHAL L. VICTOR

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

843 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
 May 21, 2009

SUBJECT: Amendment No. 1 to the Memorandum of Understanding for the Funding and Joint Development of State Route 111 Improvements within the Unincorporated County of Riverside.

RECOMMENDED MOTION: That the Board of Supervisors approve the attached amendment No. 1 to the Memorandum of Understanding (MOU) between the Riverside County Transportation Commission (RCTC) and the County of Riverside (County) to amend RCTC's funding contributions for the improvements at State Route 111 (Grapefruit Boulevard) and Pierce Street in the amount of \$318,107 and authorize the Chairman of the Board to execute the same.

BACKGROUND: By Minute Order dated May 20, 2008 (agenda item 3.46) the Board approved the MOU between RCTC and the County which sets forth the terms and conditions by which RCTC will provide funding and the County will construct the roadway widening and the turn lane

Juan C. Perez
 Director of Transportation

JCP:nn
 (Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 318,107	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2008/2009
SOURCE OF FUNDS: Riverside County Transportation Commission (100%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Tina Grande*
 Tina Grande

County Executive Office Signature

Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 5/20/08, Item 3.46
 3/24/09, Item 3.24 | District: 4 | Agenda Number:

3.72

The Honorable Board of Supervisors

RE: Amendment No. 1 to the Memorandum of Understanding for the Funding and Joint Development of State Route 111 Improvements within the Unincorporated County of Riverside.

May 21, 2009

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at the intersection of State Highway 111 and Pierce Street in Coachella Valley near Mecca area.

During the design phase of the project, the scope of work was changed to add some additional improvements and safety features needed for the project. RCTC agreed to provide additional \$218,107 to offset the increased project cost. This amendment will amend RCTC's contribution to the project from \$100,000 to \$318,107. The total project cost for implementing these improvements is \$551,000. Coachella Valley Measure A will provide 42% of the project cost to fully fund this project.

The construction of this project is currently underway and scheduled to be completed by the end of next month.

By California Transportation Commission Resolution No R-3707 dated February 10, 2009 the State Highway 111 right of way was relinquished to the County of Riverside. The highway's name is now Grapefruit Boulevard.

By Minute Order dated March 24, 2009 (agenda item 3.24) the Board authorized the Clerk of the Board to award the project and authorize the Chairman of the Board to execute the contract documents.

Project No: B2-0438

**AMENDMENT NO. 1
TO THE
MEMORANDUM OF UNDERSTANDING
FOR THE FUNDING AND JOINT DEVELOPMENT OF
STATE ROUTE 111 IMPROVEMENTS
WITHIN THE UNINCORPERATED COUNTY OF RIVERSIDE

STATE ROUTE 111 AT THE PIERCE STREET INTERSECTION**

1. Parties and Date.

1.1 This Amendment No. 1 is executed and entered into this ___ day of _____, 2009, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC" or "Commission") and the COUNTY OF RIVERSIDE ("County").

2. Recitals.

2.1 The Commission and County have entered into a "Memorandum of Understanding for the Funding and Joint Development of State Route 111 improvements within the Unincorporated County of Riverside" dated May 20, 2008 ("MOU") for the purpose of providing funding to the County for the Project, as that term is defined in Section 3.1 of the MOU.

2.2 The Riverside County Transportation Improvement Plan ("Plan") allocates Twenty Million Dollars (\$20,000,000) for the construction of improvements to and along State Highway 111 from Ramon Road to Indio Boulevard in the Coachella Valley (the "Highway 111 Funds").

2.3 Pursuant to Public Utility Code Sections 24000, *et seq.*, RCTC is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

2.4 In 2003, the Commission provided the Coachella Valley Association of Governments ("CVAG") a Measure A revenue forecast, which identified the Coachella Valley Measure A highway funds through the end of the Measure on June 30, 2009 as Twelve Million Dollars (\$12,000,000) which amount was approved and allocated by RCTC for distribution.

2.5 At its December 12, 2007 meeting, the Commission approved the distribution of additional funds to jurisdictions totaling Twelve Million Three Hundred Seventy-Six Thousand Eight Hundred Ten Dollars (\$12,376,810) based on revised revenue estimates.

2.6 The Commission now wishes, consistent with its action at the December 12, 2007 meeting, to amend and modify the MOU to provide, through this Amendment, for the allocation of the aforementioned additional funding.

3. Terms.

3.1 RCTC hereby agrees to make available to the County, on the terms and conditions set forth in the MOU and as modified herein, the additional sum of Two Hundred Eighteen Thousand, One Hundred Seven Dollars (\$218,107) for project development, right of way acquisition, and construction costs for the Project ("Additional Funding Amount"). The Additional Funding Amount is the total amount to be provided under this Amendment No. 1.

3.2 The Funding Amount, as defined and provided for in paragraph 3.2 of the MOU, is hereby amended from One Hundred Thousand Dollars (\$100,000) to Three Hundred Eighteen Thousand, One Hundred Seven Dollars (\$318,107,702) which represents the total funding of the Project, as defined in the MOU.

3.3 Exhibit B to the MOU is hereby deleted in its entirety and replaced by Exhibit "B" attached hereto and incorporated herein by reference.

3.4 Consistent with paragraph 3.4 of the MOU, no funding shall be available to the County from RCTC under the MOU or this Amendment after June 30, 2009, unless a time extension is granted by the Commission.

3.5 Paragraphs 3.14.3 and 3.14.5 of the MOU are hereby deleted in their entirety. The Additional Funding Amount provided for herein is in lieu of any further allocation or adjustment that might have otherwise been provide for under the MOU.

3.6 Funding provided for under this Amendment shall be available to the County consistent with the schedule set forth in Exhibit "B" of this Amendment.

3.7 Except as amended by this Amendment No. 1, all provisions of the MOU, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment.


[Signatures on Following Page]

**SIGNATURE PAGE
TO
AMENDMENT NO. 1 TO THE
MEMORANDUM OF UNDERSTANDING**

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

By: _____
Robert E. Magee, Chair

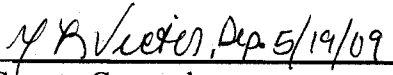
APPROVED AS TO FORM

By:  _____
Best, Best & Krieger, LLP
Counsel to the Riverside County Transportation
Commission

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

By:  _____
Juan C. Perez

APPROVED AS TO FORM:

By:  _____
County Counsel
Marsha L. Victor

By: _____
JEFF STONE, Chairman
County of Riverside Board of Supervisors

ATTEST:

Clerk of the Board

By: _____
Deputy

(SEAL)

EXHIBIT "B"

RESPONSIBILITIES OF PARTIES

RCTC SHALL:

Reimburse for Project cost consisted with the terms and Conditions of the MOU with an amount not to exceed as follows:

\$ 318,107 during Fiscal Year 2008/2009

Total available reimbursement for the Project is \$318,107

COUNTY OF RIVERSIDE SHALL:

Be responsible for design, environmental clearance, right of way acquisition, obtaining all permits required by impacted agencies prior to start of construction.

Be responsible for the bidding, awarding, and administration of the construction contract.

Be responsible for all construction activities including inspection, survey, and material testing.

CHANGES IN RESPONSIBILITIES

The specific responsibilities of RCTC and the County, as defined in this exhibit, may be changed pursuant to the terms of Section 3.3 of the MOU.