

853



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

FROM: Economic Development Agency

SUBMITTAL DATE:
July 7, 2009

SUBJECT: Second Amendment to Agreement for Real Property Services between the City of Palm Springs and the Economic Development Agency/Real Property Division

RECOMMENDED MOTION:

1. Approve the attached Second Amendment to the Agreement for Right of Way Services Indian/I-10 Interchange Project to be performed by the Real Property Division of the Economic Development Agency;
2. Authorize the Chairman of the Board to execute the said Second Amendment on behalf of the County; and
3. Authorize the Auditor-Controller to adjust the Economic Development Agency's Real Property budget as specified in Schedule "A".

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$60,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	09/10

SOURCE OF FUNDS: Revenue for services rendered to and paid by the City of Palm Springs – not-to-exceed \$60,000 over the term of the Second Amendment

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: 8/12/09
 SUSANA GARCIA-BOCANEGRA
 FORM APPROVED COUNTY COUNSEL
 BY: 8-6-09
 CYNTHIA M. GUNZEL, Departmental Concurrence

Dept's Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 07/12/05, 3.34;
 9/2/08, 3.67

District: 4 Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.41

BACKGROUND:

Indian Avenue (now known as North Indian Canyon Drive) is a north-south arterial, located in the Coachella Valley, which provides vital access to Interstate 10 for the city of Palm Springs. The interchange and local arterial presently experiences congestion during peak hours. With the rapid growth in and near the area of Palm Springs in future years, the traffic is expected to grow and further degrade traffic operations at the ramp intersections and also operations on Indian Avenue.

The Indian Avenue Interchange at Interstate 10 project (Project) will be a partial cloverleaf configuration consisting of realignment of eastbound and westbound on and off-ramps. The existing bridge will be widened to accommodate six-through traffic lanes and a raised median.

The reconstruction of this interchange will provide improved access and roadway operations to the surrounding community. The need for improving the Indian Avenue/Interstate 10 interchange has been recognized by the County of Riverside Transportation Department, City of Palm Springs, Coachella Valley Association of Governments, and the California Department of Transportation.

The City of Palm Springs (City) requested the services of the County of Riverside Department of Facilities Management (DOFM) now known as the Economic Development Agency (EDA), Real Property Division to acquire easements and fee title to property in connection with the reconstruction of the Indian Avenue/Interstate 10 Interchange. In addition to acquisition services, the City has requested other associated services, such as appraisal, escrow and title, to be contracted or arranged by EDA and reimbursed, or paid directly, by the City.

On July 12, 2005, the Board of Supervisors approved Item 3.34, the original contract services between the City of Palm Springs and DOFM. The original contract expired on December 31, 2006, and provided revenue for services not-to-exceed \$199,800 over the term of the original contract.

On September 2, 2008, the Board of Supervisors approved Item 3.67, the First Amendment between the City of Palm Springs and DOFM. The First Amendment was needed because (1) the original contract expired on December 31, 2006 and (2) environmental approvals and design changes delayed the commencement of real estate acquisition activity. The first amendment extended the term of the agreement to December 31, 2010, and continued to provide revenue source to DOFM (there was a sufficient remaining balance from the original contract).

(Continued)

BACKGROUND:

Although the First Amendment does not expire until December 31, 2010, the Second Amendment is necessary because, of the original \$199,800, the remaining available balance is only \$25,000. As of May 2009, of the 16 properties (including 1 billboard) needed for the Project, EDA has settled with 12 property owners and one billboard owner. An additional \$60,000 was determined as needed due to the real estate acquisition activities and other associated services, such as appraisal, escrow and title, to be contracted or arranged by EDA and reimbursed, or paid directly, by the City for the remaining properties. This will also provide an additional revenue source to EDA without affecting county priorities.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The revenue for services rendered to and paid by the City of Palm Springs are not-to-exceed \$60,000 over the term of the Second Amendment. As of May 31, 2009, \$174,800 has been expended in the original agreement and first amendment leaving a balance of only \$25,000.

While EDA will cover the cost for the real estate acquisition activities and other associated services such as appraisal, escrow and title, it is understood that the City of Palm Springs will reimburse EDA for these costs. The budget adjustment attached (Schedule A) is necessary to allow this transaction. The purchase price to acquire the portions of property needed for the project will be paid directly by the City of Palm Springs.

All associated costs are fully funded by the City of Palm Springs, thus no net county costs will be incurred as a result of this second amendment.

Schedule A

Increase Estimated Revenues:

10000-7200400000-777550	Right of Way Services	\$60,000
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Increase Appropriations:

10000-7200400000-525400	Title Company Services	\$60,000
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**SECOND AMENDMENT TO
AGREEMENT FOR REAL PROPERTY SERVICES
INDIAN / I-10 INTERCHANGE
IN THE CITY OF PALM SPRINGS, CALIFORNIA**

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Whereas, the First Amendment to Agreement for Real Property Services ("Agreement") referenced as Exhibit "A" attached hereto and made a part hereof, was approved by the Palm Springs City Council on June 4, 2008 and approved and executed by the Riverside County Board of Supervisors on September 2, 2008 (minute order 3.67), is made by and between the County of Riverside, herein called "County", acting by and through its Agency for Economic and Facility Development, Real Estate Division, herein called "Real Estate", and the City of Palm Springs, herein called "City".

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WHEREAS, the County continues to settle with and negotiate with the 17 property owners (including 1 billboard owner) needed for the Project.

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WHEREAS, on or about March 2009, the County determined that additional acquisition activities are needed to complete the Project, including other associated activities such as appraisal, escrow and title.

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WHEREAS, the term of the First Amendment does not expire until December 31, 2010 or completion of the services.

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WHEREAS, all terms and conditions of the Agreement remains the same, except as modified in supplemented herein by the Second Amendment.

NOW, THEREFORE, it is agreed as follows:

1. Compensation Schedule

Costs for additional work shall be reimbursed by City to Real Estate as incurred. Work performed by Real Estate between the date of execution of this Second Amendment by both parties and the expiration date of the First Amendment to Agreement shall be at the rate of \$127.52 per hour not to exceed \$60,000 over the term of the Agreement. This rate is subject to further change by the Riverside County Board of Supervisors annually on each July 1st.

2. List of Properties

Exhibit "A-1" of the Agreement is hereby superseded by the list of ownerships and parcels attached hereto as Exhibit A-2 and made a part hereof. Real Estate shall have no involvement in conveyances of property interests between City and Caltrans or between City and County or between County and Caltrans.

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[SIGNATURES ON FOLLOWING PAGE]

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Dated: July 21 2009

CITY OF PALM SPRINGS

By: [Signature]
City Manager

ATTEST:

By: [Signature]
City Clerk

APPROVED AS TO FORM:

By: [Signature]
City Attorney

APPROVED BY CITY COUNCIL

7.1.09 JG ASORO

Dated: 7.16.09

COUNTY OF RIVERSIDE

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____
Jeff Stone, Chairman
Board of Supervisors

By: _____
Deputy

[SEAL]

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: [Signature]
Synthia M. Gunzel
Deputy County Counsel

RETURN TO:
CITY CLERK
CITY OF PALM SPRINGS
BOX 2743
PALM SPRINGS, CA 92263

EXHIBIT "A"

AS090
Amend #1

FIRST AMENDMENT TO AGREEMENT FOR REAL PROPERTY SERVICES INDIAN / I-10 INTERCHANGE IN THE CITY OF PALM SPRINGS, CALIFORNIA

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This First Amendment to the original Agreement for Real Property Services ("Agreement") that was approved by the Palm Springs City Council on May 4, 2005 (minute order 7663) and executed on May 28, 2005, and was approved and executed by the Riverside County Board of Supervisors on July 12, 2005 (minute order 3.34), is made by and between the County of Riverside, herein called "County", acting by and through its Department of Facilities Management, Real Estate Division, herein called "Real Estate", and the City of Palm Springs, herein called "City".

1. Term.

The term of the original Agreement expired on December 31, 2006. County and City mutually agree to extend the term of the Agreement through the earlier of December 31, 2010, or completion of the services.

2. Compensation Schedule

Costs for additional appraisal work shall be reimbursed by City to Real Estate as incurred. Work performed by Real Estate between the original expiration date of the Agreement and the date of execution of this agreement by both parties shall be at the rate of Sixty Dollars (\$60.00) per hour. The hourly rate set forth in Section 4 of the Agreement shall be changed effective the date that this agreement is executed by both parties, to \$127.52 per hour. This rate is subject to further change by the Riverside County Board of Supervisors annually on each July 1st.

3. List of Properties

Exhibit "A" of the Agreement is hereby superseded by the list of ownerships and parcels attached hereto as Exhibit A-1 and made a part hereof. Real Estate shall have no involvement in conveyances of property interests between City and Caltrans or between City and County or between County and Caltrans.

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ORIGINAL USE
AND/OR AGREEMENT

SEP 2 2008 2:67
06

RETURN TO:
CITY OF PALM SPRINGS
CITY OF PALM SPRINGS
BOX 2743
PALM SPRINGS, CA 92263

EXHIBIT "A"

All other terms and conditions of the Agreement shall remain unchanged and in effect.

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Dated: June 27 2008

CITY OF PALM SPRINGS

By: [Signature]
City Manager

ATTEST:

By: [Signature]
City Clerk

APPROVED BY CITY COUNCIL

6-4-08 2) ASOP

APPROVED AS TO FORM:

By: [Signature]
City Attorney

REVIEWED AND RECOMMENDED FOR APPROVAL:

By: [Signature]
James R. Forcey
Supervising Real Property Agent

By: [Signature]
Robert Field, Director
Department of Facilities
Management

Dated: SEP 2 2008

COUNTY OF RIVERSIDE

ATTEST:

By: [Signature]
Chairman ROY WILSON
Board of Supervisors

Nancy Romero
Clerk of the Board

By: [Signature]
Deputy

[SEAL]

APPROVED AS TO FORM:

Joe S. Rank
County Counsel

By: [Signature]

JRF:jw
05/16/08 23
001PG
10 946

SEP 2 2008 2.67

EXHIBIT "A"

Project Code

001PG

Department Projects

Project Name

I-10/INDIAN INTERCHANGE

Status Comments Appraisals complete, 2/08

PROPERTY INFORMATION

Property ID	APN	Owner	Escrow Closed	Stipulated	Default	TCE Only
13803	669-060-004, 669-060-005, 669-060-006, 669-060-018, 669-330-008	Robert W. Miner				
13869	666-370-005	Sonika LLC				
13870	666-330-039	Kayo Oil Company				
13871	666-330-050	Allen E. Hom				
13872	666-330-054	M-Six Pervest II Business Trust				
13873	666-330-064	Jason G. Wilson				
13799	666-330-059, 666-330-060, 666-330-061, 666-330-063, 666-330-068, 666-330-069, 666-330-070, 666-330-071, 666-330-072	I 10 Garnet Partnership (1995)				
13800	666-330-081, 666-330-082	Pilot Travel Ventures				
13801	666-370-023	Henry Olivier				
13802	666-370-025	Chang Family Partners				
13804	669-060-019	Victoria Land Partners				
13805	669-091-017, 669-091-018	Palm Springs Partners				
13981	666-370-006	Thilina Balasuriya and Monisha Jayawardena				
13882	669-093-011	Robert W. Miner, Trustee				
13987	666-330-058, 666-330-047	Palm Springs Freeway Development				

15 Properties in this Project

EXHIBIT "A1"

EXHIBIT "A-2"

Project Name: I-10/Indian Avenue Interchange – Palm Springs

Project Code: 001PG

Property ID	APN	Owner
13799	666-330-059, 666-330-060, 666-330-068, and 666-330-069	1995 I-10 Indian Avenue Partners, LP
13800	666-330-081 and 666-330-082	Pilot Travel Ventures
13801	666-370-023	Olivier
13802	666-370-025	Chang Family Partners
13803	669-060-004, 669-060-005, 669-060-006, 666-060-018, 666-330-008	Robert Miner
13982	669-093-011	Robert Miner
13804	669-060-019	Victoria Land Partners
13805	669-091-017 and 669-091-018	Palm Springs Partners
13806	666-370-022	Oaktree Apartments
13869	666-370-005	Sonika LLC
13870	666-330-039	Convenience Retailers LLC
13871	666-330-050	Allen Hom
13873	666-330-064	James Wilson
13981	666-370-006	Gregory Roman
13987	666-330-058, 666-330-043	Palm Springs Freeway Development LLC
14333	666-370-025	Tesoro Media
14464	666-330-061, 666-330-063, 666-330-070, 666-330-071, and 666-330-072	Dodrill and Martinez Render