

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

934A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 2, 2010

SUBJECT: Amendment No. 6 to the Reimbursement Agreement between the County of Riverside, City of Indio and the Coachella Valley Association of Governments, for the Jefferson Street at Interstate 10 Interchange Project.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 6 to the Reimbursement Agreement between the County of Riverside, City of Indio and the Coachella Valley Association of Governments, and;
2. Authorize the Chairman of the Board to execute the same.

BACKGROUND: The Jefferson Street Interchange is a vital project for the Coachella Valley Association of Governments (CVAG), the City of Indio (CITY), the City of La Quinta, and the County of Riverside (COUNTY) and serves as a main entrance to the City of Indio.

Juan C. Perez
Director of Transportation

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 7,500,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11
SOURCE OF FUNDS: CVAG TUMF(100%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:

Jennifer L. Sargent
Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *M. R. Victor* MARSHAL L. VICTOR
DATE: 11/30/10

Departmental Concurrence

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

Prev. Agn. Ref.

District: 4

Agenda Number:

3.55

The Honorable Board of Supervisors

RE: Amendment No. 6 to the Reimbursement Agreement between the County of Riverside, City of Indio and the Coachella Valley Association of Governments, for the Jefferson Street at Interstate 10 Interchange Project.

December 2, 2010

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Improvements to the Jefferson Street and Interstate 10 interchange are proposed that will increase capacity and improve the traffic operations for current and future traffic volumes.

The Jefferson Street and Interstate 10 interchange project was first approved by the CVAG Executive Committee in September 2000. The agreement identified the City of Indio as lead agency and included Riverside County as a participating agency. Several amendments have been approved since then, between CVAG and the CITY, for funding allocations as the project has progressed.

Amendment No. 6 is intended to substitute Riverside County as lead agency for this project in place of the City of Indio. This action has been approved by CVAG, the CITY, and the COUNTY and is meant to take advantage of the COUNTY's experience in the role as lead agency of several other interchange projects now in, or about to start, construction.

Amendment No. 6 substitutes the County as lead agency and provides for reimbursement by CVAG of project design engineering, environmental, and right-of-way costs up to \$7.5 million.

Project No: B2-0388

COACHELLA VALLEY ASSOCIATION of GOVERNMENTS

Contract No. 10-11-011
Riverside Co. Transportation

AMENDMENT NUMBER SIX (with Minor Revisions as agreed by County Counsel and CVAG General Counsel)

CITY OF INDIO-COUNTY OF RIVERSIDE-CVAG REIMBURSEMENT AGREEMENT

JEFFERSON STREET INTERSTATE 10 INTERCHANGE PROJECT

THIS AMENDMENT NUMBER SIX is made and entered into this ____ day of _____, 2010, by and between the **City of Indio**, the **County of Riverside**, and the **Coachella Valley Association of Governments**, a California joint powers agency, (CVAG), and is made with reference to the following background facts and circumstances:

The "City of Indio-County of Riverside-CVAG Reimbursement Agreement" for the "Jefferson Street Interstate 10 Interchange Project," (the "Original Agreement,") referenced the County of Riverside as a party, however, the County of Riverside was not a signatory to the Original Agreement, nor the first through fifth amendments to the Original Agreement, which amendments primarily concerned funding sources.

The Original Agreement provided that the City of Indio was to be the Lead Agency for the Jefferson Street Interstate 10 Interchange Project (the "Project"). The County of Riverside has now agreed to act as the Lead Agency for the Project. Accordingly, this Sixth Amendment to the Original Agreement is intended to add the County of Riverside as a party to the Original Agreement, effective as of the date of this amendment.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective as of the date of this amendment, the County of Riverside shall be the Lead Agency, in place of the City of Indio; and the City of Indio shall hereafter be deemed a participating Agency.
2. County of Riverside assumes the role of Lead Agency as of the date of execution by all parties to this Sixth Amendment, and has no duty, obligation or responsibility as either a Party or as Lead Agency to said Agreement, prior to said date.
3. All other terms in the Original Agreement and prior amendments shall remain unchanged except as noted herein; provided, however, that all such terms shall be effective as to the County of Riverside only as to obligations arising subsequent to the date of this amendment.
4. The parties acknowledge that all submitted payment requests must be eligible for reimbursement by CVAG as outlined in the CVAG Policies and Procedures Manual for the Regional Arterial Program, most recent edition update.

COACHELLA VALLEY ASSOCIATION of GOVERNMENTS

This Amendment Number Six shall identify the County of Riverside as Lead Agency.

This Amendment Number Six shall allow Riverside County to submit any invoice, and receive payment, for project related work completed in anticipation of approval of this Amendment Number Six.

Summary:

Previously obligated and authorized for expenditure (Original Agreement)	\$ 1,500,000
Previously obligated under Amendment #1 (TEA 21- SUBSTITUTED	\$ 990,000
for like funds from Original Agreement, NOW REDUCED to \$ 510,000)	\$ (480,000)
Previously obligated under Amendment #2 (Not Allocated by CTC)	\$ 10,009,760
Previously obligated under Amendment #3 (Not Allocated by CTC)	\$ 700,000
Previously obligated under Amendment #4	\$ 2,000,000
Previously obligated under Amendment #5	\$ 9,000,000
Amendment #6 substitutes County of Riverside as Lead Agency	\$ 0

Expenditures as of the date of this Sixth Amendment equal approximately \$2,900,000, leaving a remaining funding balance of approximately \$8,600,000 (pending final pay requests being processed from City of Indio).

The scope of work and cost estimate for the project with County of Riverside as Lead Agency is described in Exhibit "D" attached hereto and made a part hereof.

Estimate of Cost: Total Design Engineering and Environmental Costs - \$ 7,500,000

This Amendment Number Six further extends the term of the Original Agreement to December 30, 2016.

(Signatures on following page)

COACHELLA VALLEY ASSOCIATION of GOVERNMENTS

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

ATTEST:

COUNTY OF RIVERSIDE

By: _____
Clerk to the Board

By: _____
Chairman, Board of Supervisors

ATTEST:

CITY OF INDIO

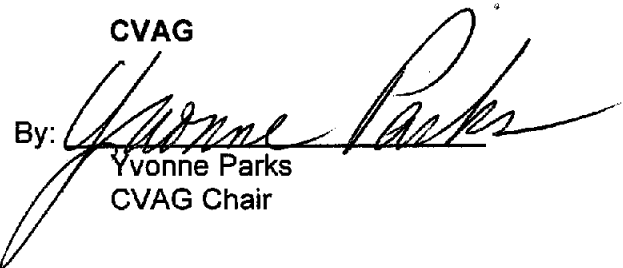
By: _____
City Clerk

By: _____
Gene Gilbert
Mayor

ATTEST:

CVAG

By: _____
Tom Kirk,
Executive Director

By:  _____
Yvonne Parks
CVAG Chair

FORM APPROVED COUNTY COUNSEL

BY: M L Victor 11/30/10
MARSHAL L. VICTOR DATE

COACHELLA VALLEY ASSOCIATION of GOVERNMENTS

EXHIBIT "D"

JEFFERSON STREET INTERSTATE 10 INTERCHANGE DESIGN ENGINEERING AND ENVIRONMENTAL

SCOPE OF SERVICES

Provided by the County of Riverside

Provide all technical and professional services including labor, material, equipment, transportation, supervision, administration, review and expertise to prepare and process and Environmental Document, Project Report, Right of Way engineering documents and Plans, Specifications and Estimates for the project.

Environmental:

Environmental services shall include the following: Preparation of technical studies, reports and all other documents necessary to obtain environmental clearances for this project; Processing of all environmental documents for approval.

The Environmental Document will meet the requirements of CEQA and NEPA.

Project Report:

Preparation of a Project Report in accordance with the current Caltrans Guidelines as described in the Caltrans Project Development Procedures Manual.

Right of Way Engineering Documents:

Prepare all documents including plats, maps and legal descriptions to acquire necessary real property of the project.

Plans, Specifications and Estimates:

Prepare Plans, Specifications and Estimates for the project in accordance with relevant Caltrans, County and City standards. Process Plans, Specifications and Estimates for approval by appropriate agencies.