

508



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

FROM: Economic Development Agency

SUBMITTAL DATE:
October 13, 2011

SUBJECT: First Amendment to Agreement for Real Property Services Agreement between the County of Riverside and City of Temecula

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached First Amendment to Agreement for Real Property Services between the County of Riverside and City of Temecula in the amount of \$65,000.00; and
2. Authorize the Chairman of the Board to execute said Agreement on behalf of the County.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: City of Temecula

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

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY:
 SAMUEL WONG
 DATE:
 FORM APPROVED COUNTY COUNSEL
 BY:
 ANITA C. WILLIS
 Policy / Policy
 Dept't Recomm.: Consent / Per Exec. Ofc.: Consent

Prev. Agn. Ref.: 3.19 of 2/23/10

District: 3

Agenda Number:

3.13

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

The City of Temecula has requested additional services of the Economic Development Agency's Real Estate Division to acquire fee title property in connection with the construction of the I-15 Overcrossing and Interchange. The County of Riverside has the proper certification to render these services involving State Highway projects.

The purpose of this Form 11 is to approve the First Amendment to the Agreement for Real Property Services, and to amend the agreement as follows:

The compensation for the services set forth in the original Agreement was \$24,515 and the County has requested additional compensation in the amount of \$40,485 for the additional services requested by the City.

The city will retain the services of the county to support all right of way work related to the acquisition of fee parcels and easement parcels (permanent and temporary) for preparation of the State of California Department of Transportation ("CalTrans") Right of Way Certification as set forth on Exhibit "A-1". Exhibit A of the Original Agreement is hereby amended and replaced by Exhibit A-1 attached hereto and incorporated herein by this reference.

The attached First Amendment to the Agreement has been reviewed and approved by County Counsel as to legal form.

There is no additional cost, as this request is for additional compensation to the county.

Attachments:

First Amendment to Agreement (French Valley Parkway/I-15 Overcrossing and Interchange)

**FIRST AMENDMENT TO AGREEMENT FOR REAL PROPERTY SERVICES
BETWEEN THE COUNTY OF RIVERSIDE AND
CITY OF TEMECULA
(FRENCH VALLEY PARKWAY/I-15 OVERCROSSING AND INTERCHANGE)**

This First Amendment to the Agreement for Real Property Services ("1st Amendment"), dated as of _____, is entered by and between the County of Riverside, a political subdivision of the State of California, ("County") on behalf of the Economic Development Agency, Real Estate Division ("Real Estate") and the City of Temecula, a municipal corporation ("City").

WITNESSETH:

WHEREAS, the City and County have entered into that certain Agreement for Real Property Services Proposed French Valley Parkway/I-15 Overpass and Interchange Improvement Project in the City of Temecula dated February 23, 2010, ("Original Agreement"); and

WHEREAS, pursuant to the Original Agreement, the County agreed to provide, through its Real Estate, acquisition, management, and disposition of real property services to the City for the parcels described in the Original Agreement; and

WHEREAS, the City has requested that the County, through its Real Estate, provide additional services than those described in the Original Agreement; and

WHEREAS, the compensation for the services set forth in the Original Agreement was Twenty-four Thousand Five Hundred Fifteen Dollars (\$24,515.00) and the County has requested additional compensation in the amount of Forty Thousand Four Hundred Eighty-five Dollars (\$40,485.00) for the additional services requested by the City; and

WHEREAS, the City and the County desire to amend the Original Agreement to describe the additional services that the County will perform and the compensation for such services.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree to amend the Original Agreement as follows

1. **COMPENSATION.** Section 4 of the Original Agreement is hereby amended to read as follows:

The City shall pay the County for services performed and expenses incurred in accordance the terms and conditions of the Agreement and at the standard rate of \$125.83 per hour for the estimated services described in Exhibit "A-1", attached hereto and incorporated herein. The total compensation paid to the County under this Agreement shall not exceed the sum total of Sixty Five Thousand Dollars (\$65,000.00) unless a written Amendment to this Agreement is executed by both parties prior to performance of additional services. County and City will monitor work requirements and efforts to avoid reaching the limits of compensation before the last month of the term of this Agreement.

2. PROCEDURES. Section 9 of the Original Agreement is hereby amended by adding the following introductory paragraph at the beginning of Section 9:

The purpose and intent of this Agreement is for City to retain the services of County to support all right of way work related to the acquisition of fee parcels and easement parcels (permanent and temporary) for preparation of the State of California Department of Transportation ("CalTrans") Right of Way Certification as set forth on Exhibit "A-1".


3. EXHIBIT A. Exhibit A of the Original Agreement is hereby amended and replaced by Exhibit "A-1" attached hereto and incorporated herein by this reference.

4. MISCELLANEOUS. Except as amended or modified herein, all of the terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS HEREOF the parties hereto have executed this 1st Amendment as of the date first above written.

CITY OF TEMECULA

COUNTY OF RIVERSIDE

By: 
Shawn D. Nelson, City Manager

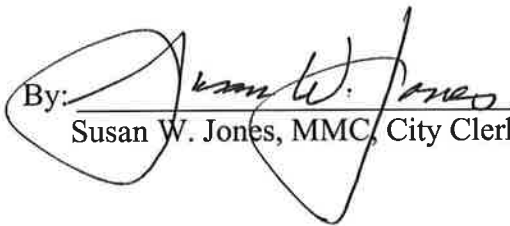
By: _____
Bob Buster, Chairman
Board of Supervisors

Date: 8-11-11

Date: _____

ATTEST:

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Susan W. Jones, MMC, City Clerk

By: _____
Deputy

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
Peter M. Thorson, City Attorney

Pamela J. Walls County Counsel

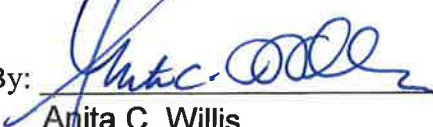
By: 
Anita C. Willis
Deputy County Counsel

EXHIBIT "A-1"
LIST OF PARCELS

ASSESSOR'S PARCEL NUMBERS	OWNERS NAMES
910-262-006	Madison Holdings, LLC A California Limited Liability Co.
910-262-008	Basics Etc. Corp. A California Corporation
910-262-005	City of Murrieta, a municipal corp.
910-262-004	City of Temecula, a municipal corp.
910-262-039	Murrieta Real Estate Investment
910-262-040	City of Temecula, a municipal corp
910-262-043	City of Murrieta, a municipal corp.
910-262-045	City of Murrieta, a municipal corp.
910-262-047	Murrieta Real Estate Investment