

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

146



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
May 31, 2012

SUBJECT: Amendment No. 1 to Relinquishment Cooperative Agreement with the State of California for Sycamore Canyon Boulevard and Central Avenue, 5th Supervisorial District/5th Supervisorial District

RECOMMENDED MOTION: That the Board of Supervisors approve Amendment No. 1 to the Relinquishment Cooperative Agreement with the State of California for roadway improvements along Sycamore Canyon Boulevard and Central Avenue, and authorize the Chairman of the Board to execute the same.

BACKGROUND: The Board of Supervisors approved the Relinquishment Cooperative Agreement with the State of California for roadway improvements along Sycamore Canyon Boulevard on July 21, 2009 as agenda item 3.82 which stated the agreement would terminate


 Juan C. Perez
 Director of Transportation and Land Management

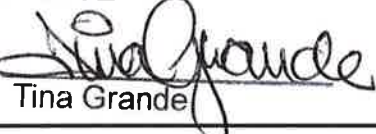
JCP:kt
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: Gas Tax (100%) - W.O. # S5931A	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

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: 
 DATE: 6-4-12
 Departmental Concurrence
 SYNTHIA M. GUNZEL

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

Prev. Agn. Ref. 3.82 7/21/09 | **District:** 5/5 | **Agenda Number:**

3.34

RECEIVED JUN 5 12 PM 4:16

RECEIVED RIVERSIDE COUNTY
CLERK 1800 W. OF SUTTER ST. S.B.S.
2012 JUN - 5 PM 4:45

15.2

The Honorable Board of Supervisors

RE: Amendment No. 1 to Relinquishment Cooperative Agreement with the State of California
for Sycamore Canyon Boulevard and Central Avenue,

May 31, 2012

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upon recordation of the Resolution of Relinquishment or July 1, 2012, whichever came first.

Caltrans is still processing the relinquishment which will not be completed prior to July 1, 2012,
and this amendment removes the termination date allowing relinquishment process to continue.

In addition, this amendment allows the State to have an easement to maintain the Mechanically
Stabilized Embankment Wall instead of fee title as referenced in the original agreement.

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2012, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

COUNTY OF RIVERSIDE, a political subdivision of the State of California, referred to herein as "COUNTY."

RECITALS

1. The parties hereto entered into an Agreement No.8-1437 (Agreement) on August 12, 2009 defining the terms and conditions for STATE to relinquish to COUNTY that portion of Sycamore Canyon Boulevard and Central Avenue adjacent to Interstate 215 between KP 62.29 and KP 63.94 as shown in Exhibit "A", attached to and made a part of this Agreement, referred to hereinafter as "RELINQUISHED FACILITIES." COUNTY is willing to accept said relinquishment upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and STATE's recording of said Resolution in the County Recorder's Office."
2. It has been determined that RELINQUISHED FACILITIES will not be completed prior to the termination date of said Agreement.
3. The STATE desires and COUNTY agrees to reserve an easement in favor of STATE and not a fee tile as stated in Agreement, for retaining wall purposes, as shown in Exhibit "B".

IT IS THEREFORE MUTUALLY AGREED

1. A new Article 3 will be added in SECTION I to read as follows:

"3. The COUNTY acknowledges the existence of an easement in favor of STATE, over Mechanically Stabilized Embankment Wall (MSEW) within collateral facilities as shown in Exhibit "B" and agrees to allow wall to remain and enjoy the same rights as before in accordance with State law."

2. Article 3 of Section II of the original Agreement shall be deleted in its entirety and a new article 1A is added in Section III as follows:

“To reserve an easement interest in favor of STATE over the Mechanically Stabilized Embankment Wall No. 44 (MSEW), located right of realigned Sycamore Canyon Boulevard (from approximately 40 meters east of the roadway centerline intersection of Sycamore Canyon Boulevard and Central Avenue to approximately 240 meters east of the roadway centerline intersection of Sycamore Canyon Boulevard and Central Avenue), as shown in Exhibit “B”, attached to and made a part of this Agreement. STATE to retain the maintenance responsibility over the MSEW wall notwithstanding the COUNTY’s obligation under Section I Article 2.”

3. The termination date specified in Article 5 of Section III of said Agreement is replaced in its entirety to read as follows:

“This Agreement shall terminate upon recordation of the CTC’s Resolution of Relinquishment for RELINQUISHED FACILITIES in the County Recorder’s Office or any other allocation by CTC to COUNTY, except for those provisions which relate to indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.”

4. All other terms and conditions of said Agreement shall remain in full force and effect.
5. This Amendment No. 1 to Agreement is hereby deemed to be a part of said Agreement.

SIGNATURES

PARTIES declare that:

1. Each Party is an authorized legal entity under California state law.
2. Each Party has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION


COUNTY OF RIVERSIDE

By: _____
Syed Raza
Acting District 8 Director

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By:  _____
Attorney
Department of Transportation

By: _____
Deputy

CERTIFIED AS TO FINANCIAL TERMS
AND CONDITIONS:

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By:  _____
Accounting Administrator

By:  _____
Deputy County Counsel

CERTIFIED AS TO FUNDS:

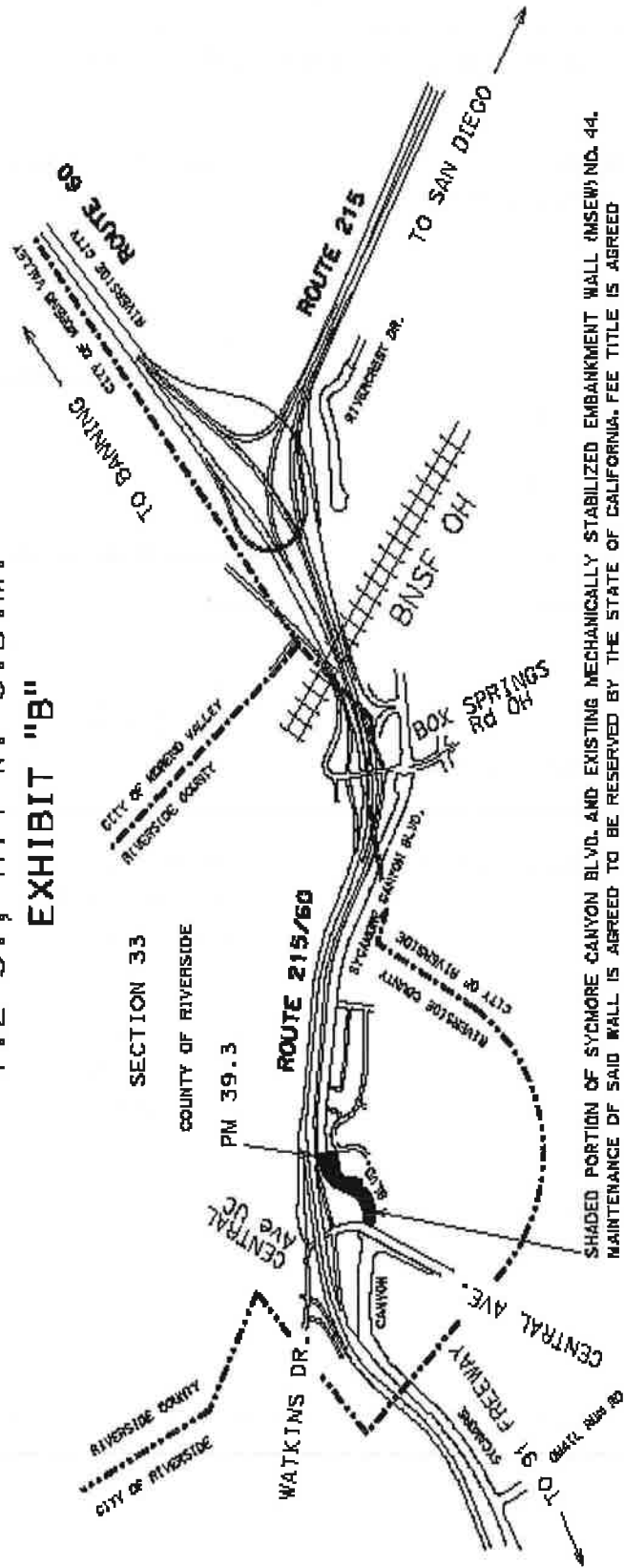
By: _____
Lisa Pacheco
District Budget Manager

**STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION & HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION**

COUNTY OF RIVERSIDE
COLLATERAL FACILITIES ALONG SR 215
IN THE COUNTY OF RIVERSIDE

T.2 S., R.4 W., S.B.M.

EXHIBIT "B"



SHADED PORTION OF SYCAMORE CANYON BLVD. AND EXISTING MECHANICALLY STABILIZED EMBANKMENT WALL (INSEW) NO. 44. MAINTENANCE OF SAID WALL IS AGREED TO BE RESERVED BY THE STATE OF CALIFORNIA. FEE TITLE IS AGREED TO BE ACCEPTED BY THE COUNTY OF RIVERSIDE UPON RELINQUISHMENT BY THE STATE OF CALIFORNIA AS PART OF PROPOSED RELINQUISHMENT 477-R IN THIS SAME GENERAL LOCATION. FEE TITLE SHALL BE GRANTED UPON RECORDATION IN THE OFFICIAL RECORDS OF RIVERSIDE COUNTY OF THE CALIFORNIA TRANSPORTATION COMMISSION'S RESOLUTION FOR SAID RELINQUISHMENT 477-R.

FOR DETAILS OF THIS AREA, SEE THE AS-BUILT PLANS FOR CALTRANS CONTRACT NO. 08-33484. CONSTRUCTION PLANS APPROVED ON AUGUST 4, 2003. FREEMWAY AGREEMENT EXECUTED ON JANUARY 17, 1955

