

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



**ITEM: 3.29
(ID # 30453)**

MEETING DATE:
Tuesday, June 09, 2026

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Execute Amendment No. 2 with Murphy & Evertz, LLP for Legal Counsel Services for the Interstate 10 - Monroe Street Interchange Improvement Project in the City of Indio. District 4. [\$400,000 Amendment Cost, \$850,000 Total Agreement] - [Coachella Valley Association of Governments 75%, City of Indio 25%] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Execute Amendment No. 2 to the Legal Services Agreement between the County of Riverside and Murphy & Evertz, LLP, for legal counsel services for the Interstate 10 - Monroe Street Interchange Improvement Project; and authorize the Chair of the Board to execute the same

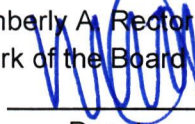
ACTION:4/5 Vote Required


Dennis Acuna, Director of Transportation 5/27/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Medina, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: June 9, 2026
xc: Transp.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 200,000	\$ 200,000	\$ 400,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Coachella Valley Association of Governments (75%) City of Indio (25%)			Budget Adjustment: No	
			For Fiscal Year: 25/26 – 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Transportation Department (Transportation Department) on behalf of the City of Indio proposes to reconstruct and widen the Monroe Street / Interstate 10 Interchange from two to four lanes on Monroe Street between the Coachella Valley Storm Channel and 42nd Avenue, reconstruct and widen the on- and off-ramps to two or three lanes at the intersection of Monroe Street, construct an eastbound auxiliary lane between Monroe Street and Jackson Street on Interstate 10, and extend the on- and off-ramps with acceleration and deceleration lanes. The Monroe Street Interchange is a major access point for existing development in the interchange area.

By Minute Order 3.19 on December 12, 2023, the Board of Supervisors approved a pre-qualified list of Real Estate Service Firms in accordance with Board Policy H-7, which allows the County to hire Murphy and Evertz, Attorneys at Law, for legal counsel and services related to property acquisition up to \$100,000 per project per fiscal year.

On June 11, 2025, the Transportation Department entered into a Legal Services Agreement with Murphy & Evertz, Attorney at Law, for legal counsel and services related to the acquisition of property needed for the Interstate 10 - Monroe Street Interchange Improvement Project. This Agreement provided for compensation to said firm at \$100,000 annually, commencing June 1, 2025, to continue until June 30, 2027, or until work assignment completion.

In order to meet the funding deadline and secure funds, the Transportation Department sought to expedite right-of-way acquisitions through eminent domain, which provides the Transportation Department with an Order of Possession to utilize the needed property. At the same time, final settlement negotiations with owners are still ongoing. Settlements with all property owners has yet to be achieved, and access to focused legal assistance provided by Murphy & Evertz is a necessity to complete the project.

Amendment No. 1 was approved by the Board of Supervisors on December 16, 2025, and provided additional compensation in the amount of \$350,000. Right-of-Way negotiations and acquisitions have been more complex than anticipated, and continued assistance from Murphy & Evertz is needed to supplement the work of the County Counsel's Office. A second Amendment, Amendment No. 2 will allow for additional compensation in the amount of

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\$400,000, with an amended total contract amount of \$850,000; the term of the agreement remains unchanged and is through June 30, 2027.

Original authorization:	\$100,000
Authorized by Amendment No. 1:	\$350,000
<u>Authorized by Amendment No. 2:</u>	<u>\$400,000</u>
	\$850,000

County Counsel has approved the Agreement as to form.

Impact on Residents and Businesses

The expertise and support of Murphy & Evertz will facilitate the completion of remaining land acquisition activities for this important project.

Construction of the Interstate 10 - Monroe Street Interchange Improvement Project is expected to begin in January of 2027. The work performed by Murphy and Evertz is anticipated to be completed prior to the completion of construction.

Additional Fiscal Information

The work performed by Murphy and Evertz will be funded by Coachella Valley Association of Governments (75%) and City of Indio (25%). No net County costs will be expended.

Project No. C70048 – Interstate 10 - Monroe Street Interchange Improvement Project

Attachments:

- Vicinity Map - Interstate 10 - Monroe Street Interchange Improvement Project
- Amendment No. 2


Crystal Carrillo, Senior Management Analyst 6/3/2026


Aaron Gettis, Chief Deputy County Counsel 6/2/2026

AMENDMENT NO. 2

**Amendment to the Legal Services Agreement between
The County of Riverside and Murphy & Evertz, Attorneys at Law**

THIS SECOND AMENDMENT to the Legal Services Agreement is made and entered into as of the date written below, by and between the County of Riverside, a political subdivision of the State of California (hereinafter the "COUNTY"), and Murphy & Evertz, LLP (hereinafter "ATTORNEY"). The Parties hereto agree as follows:

RECITALS

- A. COUNTY and ATTORNEY have entered in an agreement entitled "LEGAL SERVICES AGREEMENT" (hereinafter the "Agreement") beginning June 1, 2025 through June 30, 2027. The Agreement provides the terms and conditions, statement of services and budget for the performance of legal services related to all aspects of the Monroe Interchange condemnations project (hereinafter "PROJECT") and any condemnation and/or inverse condemnation actions associated with this PROJECT.
- B. Due to the complexity of eminent domain cases necessary to effectuate the PROJECT, the original amount of the Agreement is insufficient.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

- 1. Section 6. Compensation. The total amount of compensation paid to ATTORNEY is increased from Four Hundred Fifty Thousand Dollars (\$450,000) to Eight Hundred Fifty Thousand Dollars (\$850,000) total.
- 2. Except to the extent specifically modified or amended hereunder, all the terms, covenants and conditions of the Agreement shall remain in full force and effect between the parties hereto.
- 3. This Second Amendment shall be effective April 1, 2026. Regardless of the Second Amendment's effective date, the additional funds provided by the Second Amendment may be used to compensate ATTORNEY for work performed prior to June 2, 2026.

COUNTY OF RIVERSIDE, a Political
Subdivision of the State of California

By: Karen S. Spiegel
Chairman, Board of Supervisors
KAREN SPIEGEL

MURPHY & EVERTZ, LLP

By: Douglas J. Evertz
Douglas J. Evertz
Partner

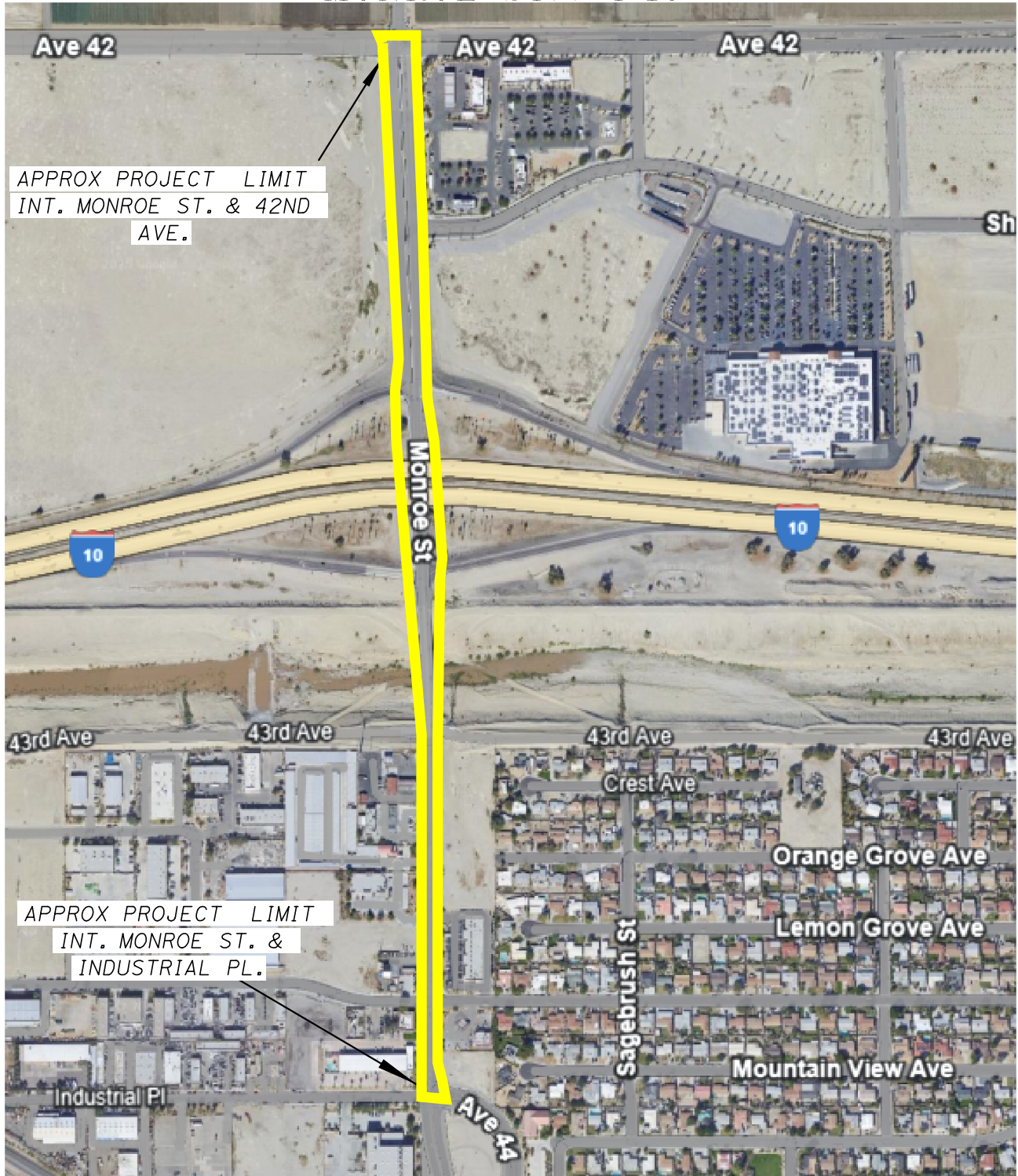
ATTEST:
KIMBERLY RECTOR
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM
MINH C. TRAN
County Counsel

By: [Signature]
Stephanie Nelson
Deputy County Counsel

MONROE ST. / I-10



VICINITY MAP

PCL No.: N/A
 WO No.: C7-0048
 SCALE: NTS
 PREPARED BY: D.MAYER
 DATE: NOVEMBER, 2025
 SHEET 1 OF 1

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
 SURVEY DIVISION

PROJECT: MONROE STREET AND I-10

THIS PLAT IS AN AID IN LOCATING THE APPROXIMATE PROJECT LIMITS.

APPROVED BY: _____ DATE: _____

Flores, Kate

From: Brad Anderson <ba4612442@gmail.com>
Sent: Monday, June 8, 2026 7:51 PM
To: Clerk of the Board
Cc: Cityclerk@ranchomirageca.gov
Subject: Public Comment - Riverside County Board of Supervisors meeting of June 9, 2026 (9:30AM) AGENDA ITEM: 3.29

CAUTION: This email originated externally from the **Riverside County** email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

June 8, 2026

Riverside County Board of Supervisors (BoS)
Administrative Center / First Floor Board Chambers
4080 Lemon St.
Riverside, CA. 92501
Attention: Clerk of the Board of Supervisors

Re: Written testimony in regards to Agenda Item: 3.29. (Legal Services/ Increase compensation - FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) Murphy & Evertz, LLP.

Dear BoS members,

It's reasonable that BoS members (Supervisor Washington) would approve this and similar items because monies received would be from external (Not County funds - directly). It's recommended that this protocol of BoS approval be recognized as partly tax collected dollars from Riverside County residents and businesses and should be carefully monitored and applied in the best interests of all county residents and businesses that were mandated to expend financial resources (taxes).

Recently City of Rancho Mirage (Council member Downs) felt compelled to share this opinion in regards to Coachella Valley Association of Government (CVAG) unique regional city cost sharing scheme in regards to the City of Indio Interstate 10 - Monroe Street Interchange Project. It's critical to examine best practices protocols to massive construction projects and CUT wasteful spending (contractors) that simply inflate costs because of the size of governmental projects.

It's recommended that this and similar situations to inflate infrastructure element costs with stated "eminent domain" acquisition of right-of-ways to "expedite" the project is extreme and unreasonable. It's reasonable that this proposed amending of contract terms are overpriced and not-accurate. It's clear that another TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) would still be obtained by The contractor (Murphy & Evertz, LLP) through the compilation of the current contract for services that's NOT freely volunteered in the details of Riverside County's (Form 11) description.

It's highly recommended to oppose this request.

Please refrain from any reprisal actions against my private property or person for reporting this true and accurate summary of concerns and opinions expressed.

Sincerely,

Brad Anderson | 37043 Ferber Dr. Rancho Mirage, CA. 92270

Cc: