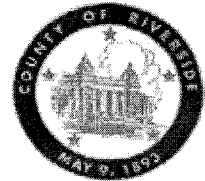


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

904 A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
August 24, 2009

**SUBJECT:** Amendment No.1 to TUMF Reimbursement Agreement with Western Riverside Council of Governments (WRCOG) for the Newport Road/I-215 Interchange Improvement Project

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the subject Amendment No.1 to the TUMF Reimbursement Agreement between the County and WRCOG and;
2. Authorize the Chairman to execute same.

**BACKGROUND:** Newport Road serves the Menifee area as a major east-west corridor. This project will modify the existing interchange at Newport Road and I-215 to accommodate existing and future traffic needs. The proposed project consists of reconstructing the interchange utilizing a

Juan C. Perez  
Director of Transportation

JCP:gh  
(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 2,900,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010

<b>SOURCE OF FUNDS:</b> TUMF Funds (100%)	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY:   
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL  
BY: CYNTHIA M. GUNZEL  
DATE: August 18, 2009  
Departmental Concurrence

Policy  Policy

Consent  Consent

Dept't Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref. 12/13/05, Item 3.22 | District: 3 | Agenda Number:

**3.126**

The Honorable Board of Supervisors

RE: Amendment No.1 to TUMF Reimbursement Agreement with Western Riverside Council of Governments (WRCOG) for the Newport Road/I-215 Interchange Improvement Project

August 24, 2009

Page 2 of 2

modified partial cloverleaf interchange configuration. This will involve reconfiguring the existing freeway ramps and adding two new loop on-ramps. The project would reconstruct the current overcrossing structures by replacing the eastbound bridge structure and widening or replacing the westbound bridge structure.

This Project is within the boundaries of the new City of Menifee and the County is working cooperatively with the City in developing this Project.

The County and WRCOG entered into a TUMF Funding Agreement approved by the Board on December 13, 2005 (Agenda Item 3.22), in the amount of \$1,000,000. This Amendment 1 would increase the TUMF Funding amount by an additional \$1,900,000, for a total of \$2,900,000. This amount is consistent with the current budgeted amount programmed in the WRCOG Central Zone TIP for this project.

By this amended Agreement, WRCOG intends to distribute TUMF Zone Funds to the County in the amount of \$2,900,000 for reimbursement of eligible project expenses. This agreement covers Planning/Preliminary Engineering and Environmental costs and represents the cash that is available in the Central Zone to allocate to this project at this time.

Project Number: B50682

**AMENDMENT NO. 1 TO THE TRANSPORTATION UNIFORM MITIGATION FEE  
PROGRAM AGREEMENT**

**NEWPORT ROAD/I-215 INTERCHANGE**

THIS AMENDMENT ("Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT ("COUNTY"). WRCOG and the COUNTY are sometimes referred to individually as "Party" and collectively as "Parties."

**RECITALS**

A. WRCOG and the COUNTY have entered into an agreement entitled "Transportation Uniform Mitigation Fee Program Agreement" that is dated December 13, 2007 ("Agreement"). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the **Newport Road/I-215 Interchange Project** (hereinafter the "Project").

B. The Parties desire to amend the Agreement by increasing the funding amount in the manner set forth in Section 7 of the Agreement.

C. The TUMF Network Detailed Cost Estimate Amended June 22, 2007 identifies that the segment of Newport Road between Murrieta Road and I-215 is eligible for \$36,659,000 under the TUMF Program. The COUNTY has determined, and WRCOG concurs, that the segment being developed for construction by the COUNTY under this Project (which consists of reconfiguration of the interchange and road widening on Newport Road between Haun Road and Antelope Road), is eligible to receive up to \$30,501,000 in TUMF funds.

For scanning

D. The Parties also desire to amend the Agreement to include certain changes to the Agreement required by WRCOG.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. The Funding Amount contained in Section 2 of the Agreement is hereby increased by one million nine hundred thousand dollars (\$1,900,000), from one million dollars (\$1,000,000) to a new not to exceed amount of two million nine hundred thousand dollars (\$2,900,000).

2. The forgoing increase of the Funding Amount is within the Maximum TUMF Share.

3. Exhibit "A" of the Agreement is hereby deleted in its entirety and replaced with Exhibit "A" attached to this Amendment and incorporated herein by reference to reflect the revised Funding Amount.

4. Section 6(a) and 6(b) of the Agreement are hereby deleted in their entirety and replaced with the following:

“(a) Initial Payment by the COUNTY. The COUNTY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the COUNTY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other

demands for payment addressed to the COUNTY and documents evidencing the COUNTY's payment of the invoices or demands for payment. Documents evidencing the COUNTY's payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The COUNTY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the COUNTY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the COUNTY within thirty (30) days. In the event that WRCOG disputes the eligibility of the COUNTY for reimbursement of all or a portion of an invoiced amount, the PARTIES shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the COUNTY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the COUNTY disagrees with the Executive Director's decision, the COUNTY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the COUNTY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the COUNTY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto."

5. Section 15(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(b) Effect of Termination. In the event that the COUNTY terminates this Agreement, the COUNTY shall, within one hundred eighty (180) days, repay to WRCOG in full any unexpended TUMF Program Funds provided to the COUNTY under this Agreement and complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within ninety (90) days, distribute to the COUNTY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the COUNTY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 6(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the COUNTY shall, within one hundred eighty (180) days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.”

6. Section 3 through Section 8 of Exhibit “B” of the Agreement are hereby renumbered such that the original Section 3 shall be Section 4, the original Section 4 shall be Section 5, the original Section 5 shall be Section 6, the original Section 6 shall be Section 7, the original Section 7 shall be Section 8, and the original Section 8 shall be Section 9.

7. A new Section 3 of Exhibit "B" is hereby added to read as follows:

"For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the fifth (5<sup>th</sup>) day of the month in order to process the invoice within thirty (30) days. WRCOG will retain ten percent (10%) of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed ten percent (10%) of the previous invoice WRCOG will deduct that amount from the next payment."

8. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect between the Parties hereto.

**[Signatures on Following Page]**

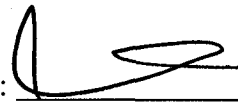
IN WITNESS WHEREOF, the Parties have caused this Amendment to the Agreement to be executed by their duly authorized representatives to be effective on the day and year first written above.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

**COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT**

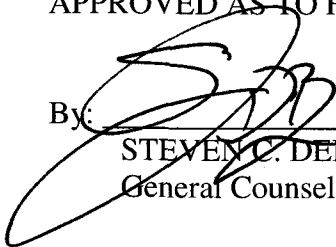
RECOMMENDED FOR APPROVAL:

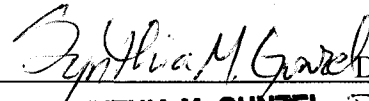
By:  Date: 7-8-09  
RICK BISHOP  
Executive Director

By:  Date: 8/12/09  
JUAN C. PEREZ  
Director of Transportation

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:  Date: 7/7/09  
STEVEN C. DEBAUN  
General Counsel

By:  Date: 8-18-09  
SYNTHIA M. GUNZEL, Deputy  
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Chairman, Riverside County Board of Supervisors

ATTEST:  
KECIA HARPER-IHEM  
Clerk of the Board

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy

**EXHIBIT A****DESCRIPTION AND SCOPE OF WORK,  
PROJECT COST ESTIMATE AND SCHEDULE****Newport Road / I-215 Interchange  
(Interchange Modification)****DESCRIPTION AND SCOPE OF WORK:**

Newport Road serves the Menifee area as a major east-west corridor. The ultimate width of Newport Road includes a six lane facility. An approved 1993 Project Report identified modifications to the I-215/Newport Road interchange based on projected traffic growth. A Supplemental Project Report, prepared in October 2000, updates the traffic projections and clarifies the ultimate interchange needs.

This project includes preliminary engineering, environmental studies and environmental document preparation, and final design. The project will modify the existing interchange at Newport Road and I-215. Proposed improvements include adding one lane to Newport Road in the eastbound and westbound directions; widening the diamond exit ramps at their termini; and modifying signals at the ramp termini.

**PROJECT COST ESTIMATE AND SCHEDULE:**

Work Phase	Implementation Schedule	Approved WRCOG TUMF Funds	Estimated Project Costs
PA/ED – Project Approval & Environmental Document	FY 05/06- 08/09	\$2,900,000	\$ TBD
<b>TOTAL</b>		<b>\$2,900,000</b>	<b>\$ TBD</b>