

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

909A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 29, 2012

SUBJECT: Amendment 2 to TUMF Funding Agreement with Western Riverside Council of Governments (WRCOG) for the Clinton Keith Road Extension Project from Antelope Road to State Route 79

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the subject TUMF Funding Amendment 2 with WRCOG, and authorize the Chairman to execute the same.
2. Authorize the Director of Transportation to approve future administrative amendments to this TUMF Funding Agreement.

BACKGROUND: The proposed Clinton Keith Road Extension Project is located in southwestern Riverside County along the northern boundary of the City of Murrieta. The

Juan C. Perez
Director of Transportation

JCP:gh
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 5,000,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: TUMF Funds (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
There are no General Funds used in this project.	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL

BY: Dale A. Gardner DATE: 8/25/12

Departmental Concurrence

Dept't Recomm.: Policy Consent

Per Exec. Ofc.: Policy Consent

Prev. Agn. Ref. 2/5/08,3.40; 7/12/11,3.50 | District: 3/3 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.50

The Honorable Board of Supervisors

RE: Amendment 2 to TUMF Funding Agreement with Western Riverside Council of Governments (WRCOG) for the Clinton Keith Road Extension Project from Antelope Road to State Route 79

August 29, 2012

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proposed Project would provide an east-west connection approximately 3.4 miles long between Interstate 215 and State Route 79. Clinton Keith Road is proposed as a six-lane urban arterial from Antelope Road in the City of Murrieta to SR-79 at Benton Road in unincorporated Riverside County.

The County and WRCOG entered into a TUMF Funding Agreement for this Project, approved by the Board on February 5, 2008 (Agenda Item 3.40), and subsequently Amendment 1 to the Agreement was executed on July 12, 2011 (Agenda Item 3.50). Amendment 1 modified the TUMF funding amount to \$12,000,000 for the right of way and construction phases of the Project.

This Amendment 2 would increase the TUMF Funding amount by \$5,000,000 to a revised total of \$17,000,000 for the right of way and construction phases of the Project. This amended amount is consistent with the revised budget amount currently programmed in the WRCOG Southwest Zone TIP for this Project.

Authorizing the Director of Transportation to approve future administrative amendments to this TUMF Funding Agreement would enable and facilitate the processing of certain administrative functions, including changes and updates to the project schedule and shifting of programmed dollar amounts from one phase to another for this Project without changing the total overall Agreement terms such as the funding amount.

Project Number: B20472

**AMENDMENT 2 TO TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT**

CLINTON KEITH ROAD, ANTELOPE ROAD TO SR-79

THIS AMENDMENT 2 ("Amendment 2") is entered into this ____ day of _____, 2012, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG"), a California joint powers authority, and the COUNTY OF RIVERSIDE, acting through the COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, a subdivision of the State ("Agency"). WRCOG and Agency are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. WRCOG and Agency have entered into an agreement titled "Transportation Uniform Mitigation Fee Program Agreement," dated February 5, 2008 ("Agreement").

B. WRCOG and Agency have entered into an Amendment 1 to the Agreement, dated July 12, 2010 ("Amendment 1").

C. The Agreement, as amended by Amendment 1, sets forth the terms and conditions, scope of work, schedule and funding amounts for the delivery of "Clinton Keith Road, SR-79 to I-215," a Qualifying Project, which includes funding for the Right of Way and Construction phases of the Project, as those terms are described in the Agreement.

D. The Parties now desire to amend the Agreement by modifying the Project name, the Scope of Work/Scope of Services, the Funding Amount, the Estimate of Costs, and the Project Schedule. The Funding Amount specified in the Agreement is being amended to match

the funding amounts shown in the current Southwest Zone 5-year Transportation Improvement Plan (TIP) for this Project.

AGREEMENT

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

1. “Project,” as that term is defined within the Agreement referring to “Clinton Keith Road, SR-79 to I-215,” shall be amended to instead reference “**Clinton Keith Road, Antelope Road to SR-79**” (“Project”). Any and all other references in the Agreement to “Clinton Keith Road, SR-79 to I-215” shall be amended to “**Clinton Keith Road, Antelope Road to SR-79**”.

2. The Funding Amount contained in Section 2 of the Agreement, as amended by Amendment 1, is hereby further amended from Twelve Million Dollars (\$12,000,000) to a revised not to exceed amount of **Seventeen Million Dollars (\$17,000,000)**.

3. The foregoing modification of the Funding Amount is within the Maximum TUMF Share.

4. Exhibit “A” Scope of Services attached to the Agreement is hereby deleted in its entirety and replaced with Exhibit “A” Scope of Services, attached hereto and hereby incorporated by reference into the Agreement.

5. Exhibit “A-1” Estimate of Cost attached to the Agreement, as amended by Amendment 1, is hereby deleted in its entirety and replaced with Exhibit “A-1” Estimate of Cost, attached hereto and hereby incorporated by reference into the Agreement.

6. Exhibit "A-2" Project Schedule attached to the Agreement, as amended by Amendment 1, is hereby deleted in its entirety and replaced with Exhibit "A-2" Project Schedule, attached hereto and hereby incorporated by reference into the Agreement.

7. Each and every reference to Exhibit "A", including as applicable references to Exhibits "A-1" and "A-2", within the Agreement is hereby amended to reference Exhibit "A", including as applicable references to Exhibits "A-1" and "A-2", attached hereto describing the Project, its implementation schedule, a detailed scope of work and the Agency's estimated project cost thereof.

8. The Agreement is hereby amended to add the following provision as a new Section 38:

38. Local Match Funding. The AGENCY shall provide **Five Million, Five Hundred Thousand dollars (\$5,500,000)** of local match funding toward Phase 2 of the Construction work, as shown in Exhibit "A-1" and as called out in the AGENCY's Project Nomination Form (as amended) submitted to WRCOG in response to its Call for Projects.

9. The Agreement is hereby amended to add the following provision as a new Section 39:

39. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

10. The above-stated Recitals are hereby fully incorporated into this Amendment 2.

11. 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 2 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

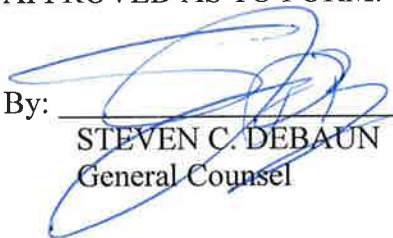
RECOMMENDED FOR APPROVAL:


By: 
RICK BISHOP
Executive Director

By: 
JUAN C. PEREZ, Director
Transportation & Land Management

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
STEVEN C. DEBAUN
General Counsel

By: 
Dale A. Gardner
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"
SCOPE OF WORK

Clinton Keith Road, Antelope Road to SR-79

DESCRIPTION AND SCOPE OF WORK:

The proposed Clinton Keith Road Extension Project is located in southwestern Riverside County along the northern boundary of the City of Murrieta ("City"). The proposed Project would provide an east-west corridor approximately 3.4 miles long connecting between I-215 and SR-79. Clinton Keith Road is proposed to be constructed as a six-lane urban arterial between Antelope Road and SR-79 at Benton Road.

This Project is planned to be built in multiple construction phases. The first phase includes widening Clinton Keith Road from four lanes to six lanes between Antelope Road and Meadowlark Lane, and installation of a new traffic signal at the Meadowlark intersection. Subsequent phases will improve the segment of Clinton Keith Road from Meadowlark Lane to Los Alamos Road, which is currently a dirt road, and the segment east of Los Alamos Road to SR-79 that will be on a new alignment.

The first phase, which is nearing completion, is within the County's scope of the Clinton Keith Road Project. However, the City desired to construct this segment ahead of the County's project schedule. The County and City entered into a cooperative agreement to allow the City to take the lead in constructing this portion of the Project and to allow the County to reimburse the City for eligible TUMF expenses provided for in this Agreement.

The environmental document for the entire Project is complete. The construction of the first phase is nearing completion and the County plans to proceed with subsequent construction phases as sufficient funding becomes available.

This Agreement includes WRCOG's funding for the Right of Way and Construction phases of the Project only.

EXHIBIT "A-1"
ESTIMATE OF COST

PHASE	TUMF	LOCAL²	TOTAL
PA&ED	\$0	\$3,400,000	\$3,400,000
PS&E	\$0	\$4,100,000	\$4,100,000
RIGHT OF WAY	\$7,000,000	\$0	\$7,000,000
CONSTRUCTION ¹ (See Table below)	\$10,000,000	\$5,500,000	\$45,000,000
TOTAL PROJECT	\$17,000,000	\$13,000,000	\$59,500,000

CONSTRUCTION PHASE¹	TUMF	LOCAL²	TOTAL
PHASE 1 (City Section)	\$1,500,000	\$0	\$1,500,000
PHASE 2	\$8,500,000	\$5,500,000	\$14,000,000
SUBSEQUENT PHASES (Unfunded)	TBD	TBD	\$29,500,000
TOTAL CONSTRUCTION	\$10,000,000	\$5,500,000	\$45,000,000

- Notes: 1. This Project is planned to be built in multiple construction phases. Funding in this Agreement is provided solely for Phases 1 and 2. Construction phases subsequent to the Phase 2 are unfunded at this time, and no funding obligations for these subsequent phases are created by this Agreement unless and until expressly provided for within a supplement, modification, or amendment to the Agreement executed in writing and signed by both Parties.
2. The amounts shown under the "Local" category represent the local funding currently available and/or local funds already used on this Project.

EXHIBIT "A-2"
PROJECT SCHEDULE

PHASE	START DATE	COMPLETION DATE
PA&ED	FY 01/02	FY 05/06
PS&E	FY 04/05	FY 12/13
ROW	FY 04/05	FY 12/13
CON – PHASE 1	FY 11/12	FY 12/13
CON – SUBSEQUENT PHASES	FY 12/13 (anticipated)	FY 14/15 (anticipated)