

RIVERSIDE TRANSIT AGENCY
1825 Third Street
Riverside, CA 92507

March 23, 2006

TO: BOARD OF DIRECTORS

THRU: Larry Rubio, Chief Executive Officer

FROM: Vince Rouzaud, Director of Purchasing and Materials Management

SUBJECT: Request to Execute an Advance of Funds with Western Riverside Council of Governments (WRCOG) and Amend Memorandum of Understanding (MOU) 23-001 with the Riverside County Transportation Commission (RCTC): Perris Multi-Modal Transit Center

Summary: In July 2003, the Agency entered into an MOU with RCTC for development of a multimodal transportation facility in the City of Perris. This is a "pass-through" arrangement in which RCTC acts as the lead Agency for facility development, while the Agency is the designated recipient of the grant funding from the Federal Transit Administration and is responsible for administering the funds. The Agency's MOU funding commitment is \$2,317,133. All local match funds are provided by the RCTC.

In September 2005, the board approved a Program of Projects (POP) and expenditure plan for use of Transportation Uniform Mitigation Fee (TUMF) revenues through fiscal year 2009. The plan included an allocation of \$1,050,000 for the Perris Multi-Modal Transit Center. This funding was included based on a request received from the RCTC. At the same time, the board approved a grant filing resolution for a Transportation Enhancement (TE) call for projects. This grant filing included a request for \$1,352,472 to be used for augmenting the Perris Multi-Modal Transit Center with infrastructure improvements such as custom designed bus shelters, landscaping, and pedestrian access areas. Subsequent to board approval, both items were adopted by the RCTC and WRCOG Board of Commissioners and incorporated into their respective program documents. The above MOU with the RCTC must now be amended to include the additional project dollars. A Request for Advance of Funds (RA) must also be executed with the WRCOG. These documents are included as an attachment to this report.

Fiscal Impact:

A funding profile is shown below:

	Amount
Original MOU	\$ 2,317,133
<u>Adjustments</u>	
TUMF POP	1,050,000
TE Funding	<u>1,352,472</u>
Subtotal	<u>2,402,472</u>
Adjusted MOU	<u>\$ 4,719,605</u>

Funding Change

The total amount of this change is \$2,402,472. The revised MOU amount equals \$4,719,605.

Committee Recommendation:

This item was discussed at the Board Budget and Administration Committee meeting of March 1st. The Committee members unanimously approved recommending this item to the full Board of Directors.

Recommendation:

- Authorize staff to execute a Request for Advance of Funds (RA) with the Western Riverside Council of Governments for the advance of Transportation Uniform Mitigation Fee (TUMF) revenues for the additional infrastructure requirements of the Perris Multi-Modal Transit Center.
- Upon execution by WRCOG of the RA, authorize staff to execute an amendment to the RCTC MOU #23-001 to incorporate additional funding for the Perris Multi-Modal Transit Center; \$1,050,000 of TUMF funds and \$1,352,472 of State Transit Enhancements funds for a total of \$2,402,472.

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

AGREEMENT TO ADVANCE TUMF FUNDS

THIS AGREEMENT is made and entered into this ____ day of _____, 2006, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and RIVERSIDE TRANSIT AGENCY (“the AGENCY”). WRCOG and the AGENCY are sometimes collectively referred to herein as the “PARTIES”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study entitled “TUMF Nexus Study”.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the Project and to set forth the terms and conditions by which WRCOG will financially assist the AGENCY.

AGREEMENT

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

1. Description of the Qualifying Project. The Qualifying Project, its implementation schedule and the AGENCY’s estimated capital cost thereof, is more particularly described on Exhibit “A” attached hereto and made a part hereof.

2. Maximum Amount of TUMF Program Funds. The PARTIES acknowledge and agree that the Estimated Project Cost may be less than the actual cost of the Qualifying Project. Nevertheless, the PARTIES acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”).

3. AGENCY's Obligation to Return TUMF Program Funds to WRCOG. In the event the AGENCY, for whatever reason, determines not to proceed with or complete the Project, the AGENCY shall promptly return all unexpended TUMF Program Funds to WRCOG, and shall enter into good faith negotiations with WRCOG for the repayment to WRCOG of all TUMF Program Funds expended on the Project.

4. Project Costs Eligible for Advance/Reimbursement. Qualifying Project costs and expenses eligible for advances or reimbursement are those described in the "TUMF Eligible Arterial Highway Segment Improvements of the 10-Year Strategic Plan", and Appendix "F" of the TUMF Nexus Study.

5. Reimbursement Procedure. The AGENCY shall be reimbursed its eligible costs and expenses upon presentation to WRCOG of an accurate monthly statement certifying that such costs and expenses are eligible, the authority for such eligibility, and enclosing therewith copies of invoices and other evidence of payment, and such other information and documentation as may be reasonably required by WRCOG to verify such costs and expenses.

6. Procedure for the Advancement of Funds. In the event the AGENCY determines that it has insufficient funds in its possession or control to defray expected eligible costs and expenses, the AGENCY may, upon 30 days' written notice to WRCOG, apply for an advance of TUMF Program Funds. Such application shall include a certification that the Funds are to be utilized to defray eligible Qualifying Project costs and expenses, and shall enclose therewith such other information and documentation as may be reasonably required by WRCOG to verify the same. Upon approval thereof, and within 30 days after receipt of the application for funds, WRCOG shall deliver the approved amount to the AGENCY.

7. Records Retention. The AGENCY agrees to retain all Project contracts and related documents and records for a period of not less than 4 years from the date the Qualifying Project is completed. The AGENCY further agrees that all such contracts, documents and records shall be made available to WRCOG for inspection, upon request.

8. Public Acknowledgment. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Qualifying Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

9. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venturer with the AGENCY for such purpose.

10. Mutual Indemnity. The AGENCY shall defend, indemnify and hold harmless WRCOG and its officers, agents and employees, from and against all actions, damages, claims, losses and expenses of every type and description that may arise out of, be related to, or be occasioned by the implementation of the Project.

If to WRCOG: Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Telephone: 909-955-8301
Facsimile: 909-787-7991

15. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

16. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

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

RIVERSIDE TRANSIT AGENCY

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

By: _____
Larry Rubio
Chief Executive Officer

By: _____
Rick Bishop
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Kennard R. Smart, Jr.
Agency General Counsel

By: _____
Joe Aklufi
WRCOG Legal Counsel

EXHIBIT A

SCOPE OF SERVICES

“Perris Multi-Modal Transit Center”

Additional Professional services for the design and construction of the “Perris Multi-Modal Transit Center”.

Provision of additional design and construction services for additional infrastructure requirements to the original conceptual and preliminary design packages. Preliminary engineering and final design are scheduled to start in calendar year 2006 with completion of construction scheduled for June 2007.

Attachment 1 to Exhibit A

ESTIMATE OF COST

“Perris Multi-Modal Transit Center”

Additional professional services for the design and construction of the “Perris Multi-Modal Transit Center”.

Perris Multi-Modal Transit Center:

Additional funds for additional

Infrastructure requirements of current project: \$1,050,000

Attachment 2 to Exhibit A

PROJECT SCHEDULE

“Perris Multi-Modal Transit Center”

Additional professional services for the design and construction of the “Perris Multi-Modal Transit Center”.

Scheduled completion date: June 30, 2007

PROJECT SCHEDULE
12-7-05

