



AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: August 19, 2014

Agenda Item 602

Approvals:

City Manager RFJ

Dept. Head WJ

Attorney JD

Finance JV

Department: Public Works / Engineering
Prepared By: Thomas Frank, Transportation Engineering Manager *TF*

Subject: **APPROVAL OF AMENDMENT NO. 2 TO OCTA MASTER FUNDING AGREEMENT NO. C-1-2781.**

Fiscal Impact: None.

Summary: Staff recommends that Council approve Amendment No. 2 to Master Funding Agreement No. C-1-2781 between the Orange County Transportation Authority (OCTA) and City of San Clemente for M2 Comprehensive Transportation Funding Programs.

Background: On August 20, 2013 the City entered into a Master Funding Agreement for renewed Measure M (M2) funds with OCTA. The Agreement defines the roles and responsibilities of OCTA and the City pertaining to delivery and administering of Comprehensive Transportation Funding Programs (CTFP) projects and Local Fair Share Program Net Revenues. Responsibilities of OCTA include allocating M2 funds, providing M2 eligibility guidelines and performing audits at project closeouts to ensure that CTFP Guidelines policies and procedures were followed.

Discussion: The purpose of Amendment No. 2 to the Agreement is to revise and clarify certain items in the Agreement. Revisions to the Agreement include the sequential numbering of the previous amendment issued by OCTA in 2013 and the "Delegated Authority" and "Audit and Inspection" articles. The details of these changes are stated in the attached Amendment No. 2. The balance of the Agreement remains unchanged.

Recommended

Action: STAFF RECOMMENDS THAT the City Council approve and authorize the Mayor to execute Amendment No. 2 to Master Funding Agreement No. C-1-2781 OCTA and the City of San Clemente.

Attachments: Amendment No. 2 Master Funding Agreement No. C-1-2781

Notification: None.

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**AMENDMENT NO. 2 TO
AGREEMENT NO. C-1-2781**

1 **WHEREAS**, due to the change in the numbering convention for the Letter Agreements and
2 Amendments, this Amendment No. 2 will revise the numbering for Amendments to Agreement No. C-1-
3 2781 issued to date as follows: Amendment No. 3 dated August 5, 2013 is changed to Amendment No.
4 1, with the subsequent Amendments to the Master Funding Agreement to be numbered sequentially
5 beginning with this Amendment No. 2; and

6 **WHEREAS**, the next Letter Agreement to be issued will be No. 3 with Attachment A-3; and

7 **WHEREAS**, AUTHORITY is revising the audit language with no change to the maximum
8 cumulative obligation; and

9 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and AGENCY that
10 agreement No. C-1-2781 is hereby amended in the following particulars only:

11 1. Amend **ARTICLE 5. DELEGATED AUTHORITY**, page 6 of 10, to delete in its entirety and in
12 lieu thereof insert:

13 "The actions required to be taken by AGENCY in the implementation of this Agreement are
14 delegated to its Director of Public Services, or his/her designee, and the actions required to be taken by
15 AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief Executive
16 Officer or designee."

17 2. Amend **ARTICLE 6. AUDIT AND INSPECTION**, page 6 of 10, as last changed by Amendment
18 No. 3 (now identified as Amendment No. 1) dated August 5, 2013 to delete in its entirety and in lieu
19 thereof insert:

20 "AUTHORITY and AGENCY shall maintain a complete set of records in accordance with
21 generally accepted accounting principles. Upon reasonable notice, AGENCY shall permit the
22 authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll,
23 contracts, books, accounts, and other data and records of AGENCY for a period of five (5) years after
24 final payment by AUTHORITY for CTFP projects. For the Local Fair Share program, upon reasonable
25 notice, AGENCY shall permit the authorized representatives of the AUTHORITY to inspect and audit all
26 work, materials, payroll, contracts, books, accounts, and other data and records of AGENCY for a

1 period of five (5) years after expenditure of funds or five (5) years after final payment of debt service
2 where local fair share revenues were pledged, whichever is longer. AUTHORITY shall have the right to
3 reproduce any such books, records, and accounts. The above provision with respect to audits shall
4 extend to and/or be included in contracts with AGENCY's contractor(s)."

5 3. Amend ARTICLE 8. ADDITIONAL PROVISIONS, page 9 of 10, Paragraph L, to update
6 AUTHORITY's contact information.

7 **To AGENCY:**
8 City of San Clemente
9 100 Avenida Presidio
10 San Clemente, CA 92672
11
12 ATTENTION: Bill Cameron
13 Public Works Director
14 Tel: (949) 361-6120
15 E-mail: CityHall@san-clemente.org

To AUTHORITY:
Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
ATTENTION: Michael Le
Associate Contract Administrator
Tel:(714) 560 – 5314
E-mail: mle1@octa.net

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**AMENDMENT NO. 2 TO
AGREEMENT NO. C-1-2781**

1 The balance of Agreement No. C-1-2781 remains unchanged

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to Agreement
3 C-1-2781 to be executed as of the date first above written.

4 **CITY OF SAN CLEMENTE**

ORANGE COUNTY TRANSPORTATION AUTHORITY

5 By: _____

By: _____

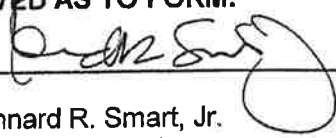
6 Tim Brown
7 Mayor

Meena Katakia
Manager, Capital Projects

8 **ATTEST:**

APPROVED AS TO FORM:

9 By: _____

By:  _____

10 Joanne Baade
11 City Clerk

Kennard R. Smart, Jr.
General Counsel

12 **APPROVED AS TO FORM:**

13
14 By: _____

15 Jeffrey Goldfarb
16 City Attorney

17 Dated: _____