

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal
Dept.: City Manager
Subject: APPROVAL OF AMENDMENT NO. 2 TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY'S MASTER FUNDING AGREEMENT NO. C-1-2764

From: William E. Murray
Dept.: Public Works
Date: July 8, 2014

OBJECTIVE

For City Council to approve Amendment No. 2 to the Orange County Transportation Authority's Master Funding Agreement No. C-1-2764.

BACKGROUND/DISCUSSION

In November 2006, Orange County voters approved a 30-year renewal of Measure M (M2). One of M2's financing plans was the continuation of the Comprehensive Transportation Funding Program (CTFP), which is a collection of competitive grants offered to local agencies. On August 30, 2011, the City entered into a Master Agreement to be eligible to receive competitive funding in the future. Approved grant projects are incorporated into the Master Agreement through letter agreements.

The proposed Amendment provides revisions to the numbering system for previous and future amendments, revises audit and inspection provisions, and makes minor adjustments to OCTA's delegated authority.

FINANCIAL IMPACT

There is no impact to the General Fund. This Amendment is required for CTFP grant funding.

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 2 to the Orange County Transportation Authority's Master Funding Agreement No. C-1-2764; and
- Authorize the Mayor to execute the agreement on behalf of the City, including any minor modifications as appropriate.


WILLIAM E. MURRAY, P.E.
Public Works Director


By: Ana Neal
Sr. Administrative Analyst

Recommended for Approval


Matthew Fertal
City Manager

Attachment: Amendment No. 2 to Master Funding Agreement No. C-1-2764

1 **AMENDMENT NO. 2 TO**
2 **MASTER FUNDING AGREEMENT NO. C-1-2764**
3 **BETWEEN**
4 **ORANGE COUNTY TRANSPORTATION AUTHORITY**
5 **AND**
6 **CITY OF GARDEN GROVE**
7 **FOR**
8 **M2 COMPREHENSIVE TRANSPORTATION FUNDING PROGRAMS**

9 **THIS AMENDMENT NO. 2** is effective this ____ day of _____ 2014, by and
10 between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange,
11 California 92863-1584, a public corporation of the State of California (hereinafter referred to as
12 "AUTHORITY"), and the City of Garden Grove, 11222 Acacia Parkway, Garden Grove, CA 92840,
13 municipal corporation (hereinafter referred to as "AGENCY") each individually known as "Party" and
14 collectively known as the "Parties".

15 **WITNESSETH:**

16 **WHEREAS**, by Agreement No. C-1-2764 dated August 30, 2011 as last changed by
17 Amendment No. 3 dated October 4, 2013, AUTHORITY and AGENCY entered into a Master Funding
18 Agreement that defines the specific terms and conditions and funding responsibilities between
19 AUTHORITY and AGENCY for Comprehensive Transportation Funding Programs (CTFP) and Local
20 Fair Share Program Net Revenues;

21 **WHEREAS**, AUTHORITY is revising the audit provision language with no change to the
22 maximum cumulative obligation; and

23 **WHEREAS**, currently Letter Agreements and Amendments to the Master Funding Agreement
24 (Amendments) are numbered sequentially as issued; and

25 **WHEREAS**, the Letter Agreements are sub-agreements to the Master Funding Agreement; and
26 /

1 **WHEREAS**, the AUTHORITY and AGENCY desire to separate the Letter Agreements from the
2 Amendments and assign separate numbering conventions to each; and

3 **WHEREAS**, due to the change in the numbering convention for the Letter Agreements and
4 Amendments, this Amendment No. 2 will revise the numbering for Amendments to Agreement No. C-1-
5 2764 issued to date as follows: Amendment No. 3 dated October 4, 2013 is changed to Amendment
6 No. 1, with the subsequent Amendments to the Master Funding Agreement to be numbered
7 sequentially beginning with this Amendment No. 2; and

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

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

11 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and
12 AGENCY that Agreement No. C-1-2764 is hereby amended in the following particulars only:

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

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

19 2. Amend **ARTICLE 6. AUDIT AND INSPECTION**, page 6 of 10, as last changed by
20 Amendment No. 3 (now identified as Amendment No. 1) dated October 4, 2013 to delete in its entirety
21 and in lieu thereof insert:

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

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

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

9 **To AGENCY:**

10 City of Garden Grove
11 11222 Acacia Parkway
12 Garden Grove, CA 92840
13
14 ATTENTION: Bill Murray
15 Director of Public Works
16 Tel: (714) 741-5375
17 E-mail: PublicWorks@ci.garden-grove.ca.us

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-1-2764**

1 The balance of Agreement No. C-1-2764 remains unchanged

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to Agreement
3 C-1-2764 to be executed as of the date first above written.

4 **CITY OF GARDEN GROVE**

ORANGE COUNTY TRANSPORTATION AUTHORITY

5 By: _____

By: _____

6 Bruce A. Broadwater
7 Mayor

Meena Katakia
Manager, Capital Projects

8 **ATTEST:**

APPROVED AS TO FORM:

9 By: _____

By: _____

10 Kathleen Bailor
11 City Clerk

Kennard R. Smart, Jr.
General Counsel

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WITNESSETH:

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16 Tel: (714) 741-5375
17 E-mail: PublicWorks@ci.garden-grove.ca.us

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Orange County Transportation Authority
550 South Main Street
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ATTENTION: Michael Le
Associate Contract Administrator
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E-mail: mle1@octa.net

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