



**RESOURCE
MANAGEMENT AGENCY
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

ALLEN ISHIDA
District One

PETE VANDER POEL
District Two

PHILLIP A. COX
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: February 2, 2016

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>

CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010

SUBJECT: Amendment One to Measure R Program Supplement With Tulare County Transportation Authority For Betty Drive Interchange Project

REQUEST(S):

That the Board of Supervisors:

1. Approve Amendment One to the Measure R Program Supplement Agreement No. 26268 with the Tulare County Transportation Authority increasing the total amount by \$3,400,000 from \$6,666,000 to an amount not to exceed \$10,066,000 for right of way acquisition and utility relocation for the Betty Drive Interchange Project; and
2. Authorize the Chairman of the Board of Supervisors to sign Amendment One to the Measure R Program Supplement after review and approval as to form by County Counsel.

SUMMARY:

The State of California Department of Transportation (Caltrans) is undertaking a project to reconstruct the Betty Drive Interchange in the community of Goshen. The purpose of the project is to reduce traffic congestion and improve traffic flow at the interchange. The existing interchange will be completely replaced with a new interchange designed and constructed to meet current engineering standards to improve traffic operations on Betty Drive, as well as on the mainline of State Route 99 and the local streets in the interchange area.

This Amendment One to the Measure R Program Supplement is a companion agreement to the Cooperative Agreement between Caltrans and the County. The Tulare County Transportation Authority (Measure R) is providing funding to the

SUBJECT: Amendment One to Measure R Program Supplement With Tulare
County Transportation Authority for Betty Drive Interchange Project
DATE: February 2, 2016

County to be used to reimburse Caltrans for the right of way acquisition and utility relocation phase of this project. This amendment will increase the amount of funding from Measure R by \$3,400,000 from \$6,666,000 to an amount not to exceed \$10,066,000.

The Tulare County Board of Supervisors approved the initial Measure R Program Supplement for the Betty Drive Interchange Project right of way acquisition and utility relocation phase at the board meeting on September 17, 2013 under County Agreement 26268. The construction phase of the project is proposed to be funded with Measure R funds and is expected to begin in late 2016 or early 2017.


FISCAL IMPACT/FINANCING:

There is no net County cost to the General Fund associated with the execution of this Amendment One to the agreement. Revenue in the form of Measure R funds in the amount of \$10,066,000 will be used to reimburse Caltrans for right of way acquisition and utility relocation and to cover County administrative costs.


LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

Safety and Security – This Project will enhance the safety and security of the public by improving the transportation infrastructure for both the general population in the region and the motorist using this facility.

ADMINISTRATIVE SIGN-OFF:

 1/20/16

Reed Schenke, P.E., Date
Chief Engineer

 1/20/16

Benjamin Ruiz Jr., S.E., P.E. Date
For Director, Interim

BR:RS

Cc: Auditor-Controller
County Counsel
County Administrative Office (2)

Attachment(s) Attachment A – Vicinity Map
Attachment B – Amendment One to Measure R Program Supplement
Attachment C – Measure R Program Supplement

BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF AMENDMENT ONE
TO MEASURE R PROGRAM SUPPLEMENT
WITH TULARE COUNTY
TRANSPORTATION AUTHORITY FOR
BETTY DRIVE INTERCHANGE PROJECT

)
) Resolution No. _____
) Agreement No. _____

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE BOARD
OF SUPERVISORS, AT AN OFFICIAL MEETING HELD February 2, 2016,
BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

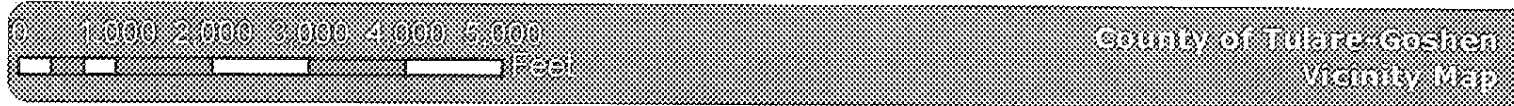
ATTEST: MICHAEL C. SPATA
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved Amendment One to the Measure R Program Supplement Agreement No. 26268 with the Tulare County Transportation Authority increasing the total amount by \$3,400,000 from \$6,666,000 to an amount not to exceed \$10,066,000 for right of way acquisition and utility relocation for the Betty Drive Interchange Project; and
2. Authorized the Chairman of the Board of Supervisors to sign Amendment One to the Measure R Program Supplement after review and approval as to form by County Counsel.

ATTACHMENT "A"
(Vicinity Map)



ATTACHMENT “B”

**(Amendment One to Measure R Program
Supplement)**

**MEASURE R PROGRAM SUPPLEMENT TO
COOPERATIVE AGREEMENT
Betty Drive Interchange
Right of Way
AMMENDMENT ONE**

This Amendment One to Program Supplement executed under authority of Resolution 2013-0683 is made and entered into on _____, by and between the County of Tulare ("Sponsor") and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

WHEREAS the California Transportation Department (Caltrans) is undertaking a project to improve the State Route 99 and Betty Drive Interchange (PROJECT); and

WHEREAS Project is identified in the Measure R Expenditure Plan and is partially funded by Measure R; and

WHEREAS SPONSOR has entered into a Cooperative Agreement with State of California acting through Caltrans (Caltrans Agreement Number 06-1549) on 9/17/13 commonly referred to as Tulare County Agreement Number 26269; and

WHEREAS SPONSOR has modified the Cooperative Agreement with State of California acting through Caltrans (Caltrans Agreement Number 06-1549) per Amendment No. 1 on _____ commonly referred to as Tulare County Agreement Number _____; and

WHEREAS SPONSOR desires to be reimbursed by AUTHORITY; and

WHEREAS AUTHORITY desires to reimburse SPONSOR; and

WHEREAS This Amendment One to Program Supplement hereby incorporates the "Measure R Cooperative Agreement" for Measure R Expenditures which was entered into between the SPONSOR and the AUTHORITY on May 22, 2007 (Tulare County Agreement No. 23149) and is subject to all terms and conditions thereof. This Amendment One to Program Supplement is executed under authority of Resolution No. _____, approved by the SPONSOR on _____. (See copy attached); and

WHEREAS this Amendment One to Program Supplement increases total amount from \$6,666,000 to \$10,066,000 in Measure R Regional Funds.

NOW THEREFORE IT IS AGREED as follows:

SPONSOR agrees that this Amendment One to Program Supplement shall not exceed \$3,400,000 for a total of not to exceed \$10,066,000. Project Scope, Costs and Schedule are incorporated herein as Exhibit "A" and agreed upon by SPONSOR and AUTHORITY.

SPONSOR agrees that it will only proceed with work authorized by this Amendment One to Program Supplement.

Tulare County Agreement No. _____

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

Tulare County Association of
Governments/Local Transportation Authority

ATTEST: Secretary/Clerk
Tulare County Association of
Government/Local Transportation
Authority

By: _____
Executive Director

By: _____

COUNTY OF TULARE

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk
of the Board of Supervisors

By: _____
Chairman
Tulare County Board of Supervisors

By: _____
Deputy Clerk

APPROVED AS TO FORM
COUNTY COUNSEL

By: _____
Deputy

EXHIBIT A

Expenditures (as modified by Amendment One):

Reimbursement to Caltrans for right of way acquisition and utility relocation for the State Route 99 and Betty Drive Interchange Improvement Project pursuant to Caltrans Cooperative Agreement (Caltrans Agreement Number 06-1549 as modified by Amendment No. 1) Tulare County Agreement Number 26269	\$10,000,000
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Reimbursement for Tulare County Administrative Costs.	<u>\$66,000</u>
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Total Expenditures:	\$10,066,000
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Revenues (as modified by Amendment One):

Measure R Regional Program Funding	<u>\$10,066,000</u>
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Total Revenue:	\$10,066,000
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Begin Work May 1, 2013

End Work December 31, 2016

ATTACHMENT “C”

(Measure R Program Supplement)

**MEASURE R PROGRAM SUPPLEMENT TO
COOPERATIVE AGREEMENT
Betty Drive Interchange
Right of Way**

This Program Supplement is made and entered into on 9.17.13, by and between the COUNTY OF TULARE (SPONSOR) and the TULARE COUNTY TRANSPORTATION AUTHORITY (AUTHORITY).

WHEREAS the California Transportation Department (Caltrans) is undertaking a project to improve the State Route 99 and Betty Drive interchange (PROJECT); and

WHEREAS PROJECT is identified in the Measure R Expenditure Plan and is partially funded by Measure R; and

WHEREAS SPONSOR has entered into a Cooperative Agreement with State of California acting through Caltrans (Caltrans Agreement Number 06-1549) on 9/17/13 commonly referred to Tulare County Agreement Number 26268; and

WHEREAS SPONSOR desires to be reimbursed by AUTHORITY; and

WHEREAS AUTHORITY desires to reimburse SPONSOR; and

WHEREAS This Program Supplement hereby incorporates the "Measure R Cooperative Agreement" for Measure R Expenditures which was entered into between SPONSOR and AUTHORITY on May 22, 2007 (Tulare County Agreement Number 23149) and is subject to all terms and conditions thereof. This Program Supplement is executed under authority of Resolution No. 2013-0633, approved by the Sponsor on 9.17.13. (See copy attached); and

WHEREAS this Program Supplement is for \$6,666,000 in Measure R Regional Funds.

NOW THEREFORE IT IS AGREED as follows:

SPONSOR agrees that this Program Supplement shall not exceed \$6,666,000. Project Scope, Costs, and Schedule are incorporated herein as Exhibit "A" and agreed upon by SPONSOR and AUTHORITY.

SPONSOR agrees that it will only proceed with work authorized by this Program Supplement.

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Tulare County Agreement Number 26268

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

TULARE COUNTY TRANSPORTATION
AUTHORITY

By: _____

Ted Smalley
Director

ATTEST: Leslie Davis

TULARE COUNTY

By: _____

Pete Vander Poel
Chairman

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk
of the Board of Supervisors of the
County of Tulare

By: _____

By: _____

Deputy Clerk.

Approved as to Form
County Counsel

By: _____

Deputy County Counsel
Matter ID 20131241



EXHIBIT A

Expenditures:

Reimbursement to Caltrans for right of way acquisition and utility relocation for the State Route 99 and Betty Drive interchange improvement project pursuant to Caltrans Cooperative Agreement (Caltrans Agreement Number 06-1549) Tulare County Agreement Number <u>26269</u> .	\$6,600,000
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Reimbursement of Tulare County administrative costs.	<u>66,000</u>
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Total Expenditures:	\$6,666,000
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Revenues:

Measure R Regional Program Funding	<u>\$6,666,000</u>
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Total Revenue:	\$6,666,000
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Begin Work May 1, 2013
End Work December 31, 2015