



City Council Staff Report

Date: May 4, 2011

CONSENT CALENDAR

Subject: APPROVAL OF PROGRAM SUPPLEMENT AGREEMENT NO. M016 REV. 1, WITH THE STATE OF CALIFORNIA FOR USE OF SURFACE TRANSPORTATION PROGRAM (STPLN) FEDERAL-AID FUNDS FOR THE INDIAN CANYON DRIVE WIDENING, CITY PROJECT NO. 01-25, FEDERAL-AID PROJECT NO. STPLN-5282 (023)

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

Approval of Program Supplement Agreement No. M016 Rev. 1 will formally authorize the reimbursement of up to \$1,936,000 in federal-aid funds for the construction phase of the Indian Canyon Drive Widening (City Project 01-25), Federal Aid Project No. STPLN-5282 (023).

RECOMMENDATION:

- 1) Adopt Resolution No. _____ "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. M016 REV. 1 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 08-5282R WITH THE STATE OF CALIFORNIA, IN THE AMOUNT OF \$1,936,000, FOR THE INDIAN CANYON DRIVE WIDENING, CITY PROJECT NO. 01-25, FEDERAL-AID PROJECT NO. STPLN-5282 (023), AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF PALM SPRINGS;" and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The City of Palm Springs submitted a grant application in 2001 to the Riverside County Transportation Commission (RCTC) for discretionary State Transportation Improvement Program (STIP) federal funds for the widening of Indian Canyon Drive from 2 to 4 lanes through the Whitewater River. The grant process was competitive throughout Riverside

County, and the City's application was approved, earmarking \$2,199,000 in STIP federal funds to this project. The STIP funds were later taken by the state as part of its efforts 10 years ago to balance its budget; however, RCTC replaced the lost STIP funds with Surface Transportation Program (STPLN) funds. The local match for this project is allocated from Regional Measure A funding, made available through a Reimbursement Agreement subsequently approved by the City and the Coachella Valley Association of Governments (CVAG). Of the original \$2,199,000 STPLN federal grant, \$1,936,000 remains available for construction (prior funds were used for the environmental and design phases).

The City operates under a "Master Agreement" with the state of California, identified as the "Administering Agency – State Agreement No. 08-5282R" for use of federal funds on City projects. The Master Agreement is amended by each successive use of federal funds on a project, and upon "authorization" or obligation of the use of federal funds on a project, the City is provided with a "Program Supplement Agreement", or amendment, to the Master Agreement.

In light of the City's authorization to proceed with construction of this project, using STPLN federal funds, Caltrans has submitted to the City for approval Program Supplement Agreement No. M016 Rev. 1, which will facilitate the City's use of federal funds for this project.

FISCAL IMPACT:

Approval of Program Supplement Agreement No. M016 Rev. 1 with Caltrans will formally authorize the disbursement and use of up to \$1,936,000 in federal-aid funds for the construction phase of the Indian Canyon Drive Widening (City Project 01-25), Federal Aid Project No. STPLN-5282 (023).

SUBMITTED:

Prepared by:



Marcus L. Fuller
Assistant Director of Public Works

Recommended by:



David J. Barakian
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



David H. Ready, City Manager

ATTACHMENTS:

1. Program Supplement Agreement No. M016 Rev. 1
2. Resolution

PROGRAM SUPPLEMENT NO. M016 Rev. 1
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 08-5282

Date: March 23, 2011
Location: 08-RIV-0-PSP
Project Number: STPLN-5282(023)
E.A. Number: 08-0G0074 0800000160
Locode: 5282

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 03/18/98 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Indian Canyon Drive from Tramview Road to the U.P.R.R. Overhead (Br. No. 56C-0025) near Garnet

TYPE OF WORK: Roadway widening from 2 to 4 lanes

LENGTH: 2.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	H240	L230	LOCAL	OTHER
\$3,550,402.00	\$263,000.00	\$1,936,000.00	\$1,351,402.00	\$0.00

CITY OF PALM SPRINGS

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Title _____

Date _____

Date _____

Attest _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Maricela Lee

Date 3/24/11 \$2,199,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. The ADMINISTERING AGENCY will reimburse the STATE for the ADMINISTERING AGENCY share of costs for work requested to be performed by the STATE.
2. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
3. All project repair, replacement and maintenance involving the physical condition and the operation of project improvements referred to in Article III MAINTENANCE, of the aforementioned Master Agreement will be the responsibility of the ADMINISTERING AGENCY and shall be performed at regular intervals and as required for efficient operation of the completed project improvements.
4. The ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act and OMB A-133 if it receives a total of \$500,000 or more in federal funds in a single fiscal year. The federal funds received under this project are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning & Research. OMB A-133 superceded OMB A-128 in 1996. A reference to OMB A-128 in a Master Agreement (if any) is superceded by this covenant to conform to OMB A-133.
5. The ADMINISTERING AGENCY agrees that payment of Federal funds will be limited to the amounts approved by the Federal Highway Administration (FHWA) in the Federal-Aid Project Authorization/Agreement or Amendment/Modification (E-76) and accepts any resultant increases in ADMINISTERING AGENCY funds as shown on the Finance Letter, any modification thereof as approved by the Division of Local Assistance, Office of Project Implementation.
6. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available for new phase(s) of work by future Federal obligations will be encumbered on this PROJECT by use of a STATE approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
7. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
8. "ADMINISTERING AGENCY certifies that neither the ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this agreement. ADMINISTERING AGENCY agrees that it will notify the STATE immediately, in the event a suspension or a debarment happened after the execution of this agreement."
9. The Administering Agency shall not discriminate on the basis of race, religion, age,

SPECIAL COVENANTS OR REMARKS

disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

10. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

11. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
12. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award or with the submittal of the ADMINISTERING AGENCY's first invoice for the construction contract, whichever is earlier.

Failure to do so will cause a delay in the State processing invoices for the construction

SPECIAL COVENANTS OR REMARKS

phase.

Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

13. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

ATTACHMENT 2
RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. M016 REV. 1 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 08-5282R WITH THE STATE OF CALIFORNIA, IN THE AMOUNT OF \$1,936,000, FOR THE INDIAN CANYON DRIVE WIDENING, CITY PROJECT NO. 01-25, FEDERAL-AID PROJECT NO. STPLN-5282 (023), AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF PALM SPRINGS

WHEREAS, the City of Palm Springs has submitted to the California Department of Transportation a request for authorization to proceed with the construction phase of the Indian Canyon Drive Widening (City Project 01-25), requiring obligation of \$1,936,000 of Surface Transportation Program ("STPLN") federal-aid funds; and

WHEREAS, the California Department of Transportation has prepared Program Supplement Agreement No. M016 Rev. 1 to administering Agency-State Agreement No. 08-5282R with the state of California, obligating \$1,936,000 of STPLN federal-aid funds for the Indian Canyon Drive Widening (City Project 01-25), Federal Aid Project No. STPLN-5282 (023).

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Program Supplement Agreement No. M016 Rev. 1 to administering Agency-State Agreement No. 08-5282R with the state of California, obligating \$1,936,000 of STPLN federal-aid funds for the Indian Canyon Drive Widening (City Project 01-25), Federal Aid Project No. STPLN-5282 (023), is approved.

SECTION 2. The City Manager is authorized to execute and administer the Program Supplement Agreement as may be necessary.

ADOPTED THIS 4th day of May, 2011.

David H. Ready, City Manager

ATTEST:

James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. _____ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on May 4, 2011, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California