



City Council Staff Report

Date: January 15, 2014

CONSENT CALENDAR

Subject: APPROVAL OF PROGRAM SUPPLEMENT AGREEMENTS NO. N040, N041, and N042 WITH THE STATE OF CALIFORNIA FOR USE OF FEDERAL-AID FUNDS FOR THE EMERGENCY RELIEF PROJECTS ER-18D3(073), ER-18D3(074), AND ER-18D3(075) ON GENE AUTRY TRAIL, VISTA CHINO, AND INDIAN AVENUE (INDIAN CANYON DRIVE) IN PALM SPRINGS FOR 2010 STORM YEAR.

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

Approval of Program Supplement Agreements No. N040, N041, and N042 will formally authorize the reimbursements of \$14,842.00, \$14,958.00, and \$28,600.00 in federal-aid funds for the Emergency Relief Projects, on Gene Autry Trail, Vista Chino, and Indian Avenue at Whitewater River, Federal Aid Projects No. ER-18D3(073), ER-18D3(074), and ER-18D3(075) for 2010 storm year.

RECOMMENDATION:

- 1) Adopt Resolution No. _____ "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. N040 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 08-5282R WITH THE STATE OF CALIFORNIA, IN THE AMOUNT OF \$14,842.00, FOR THE EMERGENCY RELIEF PROJECT ON GENE AUTRY TRAIL AT WHITEWATER RIVER, FEDERAL AID PROJECT NO. ER-18D3(073), AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF PALM SPRINGS;" and
- 2) Adopt Resolution No. _____ "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. N041 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 08-5282R WITH THE STATE OF CALIFORNIA, IN THE AMOUNT OF \$14,958.00, FOR THE EMERGENCY RELIEF PROJECT ON VISTA CHINO AT WHITEWATER RIVER,

ITEM NO. 2H

FEDERAL AID PROJECT NO. ER-18D3(074), AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF PALM SPRINGS;" and

- 3) Adopt Resolution No. _____ "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. N042 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 08-5282R WITH THE STATE OF CALIFORNIA, IN THE AMOUNT OF \$28,600.00, FOR THE EMERGENCY RELIEF PROJECT ON INDIAN AVENUE AT WHITEWATER RIVER, FEDERAL AID PROJECT NO. ER-18D3(075), AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF PALM SPRINGS;" and
- 4) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

Heavy rains and mountain runoff during the declared storm deposited dirt and debris on Gene Autry Trail, Vista Chino and Indian Avenue at Whitewater River, covering the entire width of the low water crossing roadways, causing the roads to be closed from December 20 to December 24, 2010.

In order to clear the roadways for safe passage of vehicles and to eliminate health and safety hazards to the general public, the City of Palm Springs used City employees and equipment with assistance from contractors to remove dirt, debris and mud from roadways and to set-up emergency protective measures during the declared disaster event.

On March 8, 2011 a Federal Disaster was declared (Disaster No. CA2011-1).

In June 2011 the City submitted Damage Assessment Forms (DAF) to U.S. Department of Transportation requesting federal emergency relief funds.

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-aid 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.

On October 24, 2013 Caltrans budgeted the funds and signed Program Supplement Agreements N040, N041, and N042.

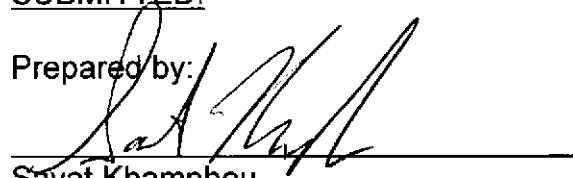
On October 29, 2013 Caltrans submitted to the City for approval the Program Supplement Agreements which will facilitate the City's use of federal funds.

FISCAL IMPACT:

Approval of Program Supplement Agreements No. N040, N041, and N042 with Caltrans will formally authorize the reimbursements of \$14,842.00, \$14,958.00, and \$28,600.00 in federal-aid funds for the Emergency Relief projects on Gene Autry Trail, Vista Chino, and Indian Avenue at Whitewater River, Federal Aid Projects ER-18D3(073), ER-18D3(074), and ER-18D3(075). This represents 89.45% of the cost the City spent on the cleanup work.

SUBMITTED:

Prepared by:



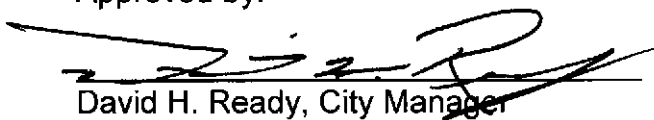
Savat Khamphou
Assistant Director of Public Works/
Assistant City Engineer

Recommended by:



David J. Barakian
Director of Public Works/City Engineer

Approved by:



David H. Ready, City Manager

ATTACHMENTS: 1. Program Supplement Agreements No. N040, N041, and N042.
2. Resolutions.

PROGRAM SUPPLEMENT NO. N040
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 08-5282R

Adv Project ID Date: September 20, 2013
0812000178 Location: 08-RIV-0-PSP
Project Number: ER-18D3(073)
E.A. Number:
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 02/07/07 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:

Gene Autry Trail at Whitewater River DAF# HCR-PSP-001-0, in *Palm Springs*

TYPE OF WORK: Emergency Opening

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	OTHER
	09X0	\$14,842.00	LOCAL	
\$14,842.00			\$0.00	\$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 *[Signature]* Date *10/24/13* \$14,842.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. The work eligible for Federal Reimbursement shall be performed by the ADMINISTERING AGENCY either by using their own forces or by contract. The ADMINISTERING AGENCY must be able to identify the costs incurred at each site and be subject to an audit for verification.
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. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available for new phase(s) of work by future Federal obligations may 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.
6. 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).
7. 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 Program Management.
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."

SPECIAL COVENANTS OR REMARKS

9. 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.

10. The Administering Agency shall not discriminate on the basis of race, religion, age, 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.).
11. 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 phase.

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

SPECIAL COVENANTS OR REMARKS

12. 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.

13. Disaster No. CA11-1 (Winter Storms) - Emergency Opening work will be reimbursed at 100% if completed within 180 days from the date of the Governor's Proclamation. The Governor's Proclamation is dated December 18, 2010. ADMINISTERING AGENCY records must clearly identify those costs incurred on or after December 18, 2010. Incurred costs are defined as disbursements made or in process goods and services delivered. Emergency Opening work completed after June 15, 2011, will be funded at the federal-aid reimbursement ratio of 88.53%. Restoration work, including preliminary engineering will be reimbursed at an 88.53% ratio. The ADMINISTERING AGENCY will be responsible for the matching requirement.

PROGRAM SUPPLEMENT NO. N041
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 08-5282R

Adv Project ID Date: September 20, 2013
0812000179 Location: 08-RIV-0-PSP
Project Number: ER-18D3(074)
E.A. Number:
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 02/07/07 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:

Vista Chino at Whitewater river DAF# HCR-PSP-002-0, in *Palm Springs*

TYPE OF WORK: Emergency Opening

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		LOCAL	Matching Funds	OTHER
\$14,958.00	09X0	\$14,958.00	\$0.00		\$0.00

CITY OF PALM SPRINGS

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

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

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

Accounting Officer *[Signature]* Date *10/24/13* \$14,958.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. The work eligible for Federal Reimbursement shall be performed by the ADMINISTERING AGENCY either by using their own forces or by contract. The ADMINISTERING AGENCY must be able to identify the costs incurred at each site and be subject to an audit for verification.
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. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available for new phase(s) of work by future Federal obligations may 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.
6. 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).
7. 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 Program Management.
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."

SPECIAL COVENANTS OR REMARKS

9. 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.

10. The Administering Agency shall not discriminate on the basis of race, religion, age, 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.).
11. 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 phase.

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

SPECIAL COVENANTS OR REMARKS

12. 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.

13. Disaster No. CA11-1 (Winter Storms) - Emergency Opening work will be reimbursed at 100% if completed within 180 days from the date of the Governor's Proclamation. The Governor's Proclamation is dated December 18, 2010. ADMINISTERING AGENCY records must clearly identify those costs incurred on or after December 18, 2010. Incurred costs are defined as disbursements made or in process goods and services delivered. Emergency Opening work completed after June 15, 2011, will be funded at the federal-aid reimbursement ratio of 88.53%. Restoration work, including preliminary engineering will be reimbursed at an 88.53% ratio. The ADMINISTERING AGENCY will be responsible for the matching requirement.

PROGRAM SUPPLEMENT NO. N042
 to
 ADMINISTERING AGENCY-STATE AGREEMENT
 FOR FEDERAL-AID PROJECTS NO 08-5282R

Adv Project ID Date: September 26, 2013
 0812000180 Location: 08-RIV-0-PSP
 Project Number: ER-18D3(075)
 E.A. Number:
 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 02/07/07 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 Ave. at Whitewater River DAF# HCR-PSP-003-0, in *Palm Springs*

TYPE OF WORK: Emergency Opening

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	09X0	\$28,600.00	LOCAL	OTHER
\$28,600.00			\$0.00	\$0.00

CITY OF PALM SPRINGS

STATE OF CALIFORNIA
 Department of Transportation

By _____
 Title _____
 Date _____
 Attest _____

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

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

Accounting Officer *[Signature]* Date *10/24/13* \$28,600.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. The work eligible for Federal Reimbursement shall be performed by the ADMINISTERING AGENCY either by using their own forces or by contract. The ADMINISTERING AGENCY must be able to identify the costs incurred at each site and be subject to an audit for verification.
2. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
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6. 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).
7. 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 Program Management.
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."

SPECIAL COVENANTS OR REMARKS

9. 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.

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10. The Administering Agency shall not discriminate on the basis of race, religion, age, 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.).
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SPECIAL COVENANTS OR REMARKS

12. 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.

13. Disaster No. CA11-1 (Winter Storms) - Emergency Opening work will be reimbursed at 100% if completed within 180 days from the date of the Governor's Proclamation. The Governor's Proclamation is dated December 18, 2010. ADMINISTERING AGENCY records must clearly identify those costs incurred on or after December 18, 2010. Incurred costs are defined as disbursements made or in process goods and services delivered. Emergency Opening work completed after June 15, 2011, will be funded at the federal-aid reimbursement ratio of 88.53%. Restoration work, including preliminary engineering will be reimbursed at an 88.53% ratio. The ADMINISTERING AGENCY will be responsible for the matching requirement.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. N040 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 08-5282R WITH THE STATE OF CALIFORNIA, IN THE AMOUNT OF \$14,842.00, FOR THE EMERGENCY RELIEF PROJECT ER-18D3(073) ON GENE AUTRY TRAIL AT WHITEWATER RIVER IN PALM SPRINGS, 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 Emergency Relief Project ER-18d3(073) on Gene Autry Trail at Whitewater River In Palm Springs, requiring obligation of \$14,842.00 of federal-aid funds; and

WHEREAS, the California Department of Transportation has prepared Program Supplement Agreement No. N040 to administering Agency-State Agreement No. 08-5282R with the state of California, obligating \$14,842.00 of federal-aid funds for the Emergency Relief Project on Gene Autry Trail at Whitewater River, Federal Aid Project No. ER-18D3(073),

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

SECTION 1. Program Supplement Agreement No. N040 to administering Agency-State Agreement No. 08-5282R with the state of California, obligating \$14,842.00 of federal-aid funds for the Emergency Relief Project on Gene Autry Trail at Whitewater River, Federal Aid Project No. ER-18D3(073) is approved.

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

ADOPTED THIS 15th day of January, 2014.

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 January 15, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. N041 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 08-5282R WITH THE STATE OF CALIFORNIA, IN THE AMOUNT OF \$14,958.00, FOR THE EMERGENCY RELIEF PROJECT ER-18D3(074) ON VISTA CHINO AT WHITEWATER RIVER IN PALM SPRINGS, 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 Emergency Relief Project ER-18d3(074) on Vista Chino at Whitewater River In Palm Springs, requiring obligation of \$14,958.00 of federal-aid funds; and

WHEREAS, the California Department of Transportation has prepared Program Supplement Agreement No. N041 to administering Agency-State Agreement No. 08-5282R with the state of California, obligating \$14,958.00 of federal-aid funds for the Emergency Relief Project on Vista Chino at Whitewater River, Federal Aid Project No. ER-18D3(074),

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

SECTION 1. Program Supplement Agreement No. N041 to administering Agency-State Agreement No. 08-5282R with the state of California, obligating \$14,958.00 of federal-aid funds for the Emergency Relief Project on Vista Chino at Whitewater River, Federal Aid Project No. ER-18D3(074) is approved.

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

ADOPTED THIS 15th day of January, 2014.

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 January 15, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. N042 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 08-5282R WITH THE STATE OF CALIFORNIA, IN THE AMOUNT OF \$28,600.00, FOR THE EMERGENCY RELIEF PROJECT ER-18D3(075) ON INDIAN AVENUE AT WHITEWATER RIVER IN PALM SPRINGS, 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 Emergency Relief Project ER-18d3(075) on Indian Avenue at Whitewater River In Palm Springs, requiring obligation of \$28,600.00 of federal-aid funds; and

WHEREAS, the California Department of Transportation has prepared Program Supplement Agreement No. N042 to administering Agency-State Agreement No. 08-5282R with the state of California, obligating \$28,600.00 of federal-aid funds for the Emergency Relief Project on Indian Avenue at Whitewater River, Federal Aid Project No. ER-18D3(075),

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

SECTION 1. Program Supplement Agreement No. N042 to administering Agency-State Agreement No. 08-5282R with the state of California, obligating \$28,600.00 of federal-aid funds for the Emergency Relief Project on Indian Avenue at Whitewater River, Federal Aid Project No. ER-18D3(075) is approved.

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

ADOPTED THIS 15th day of January, 2014.

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 January 15, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California