



ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s) _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s) _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Meeting Date: 05/11/2010

Prepared By: Soher Abdelmalik, Associate Traffic Design Engineer S Agenda Item No. I-6

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Development Services

DATE: April 29, 2010

TO: City Council

FROM: Rob Roshanian, Development Services Manager

SUBJECT: Program Supplement Agreements to City-State Master Agreement 07-5129R

RECOMMENDATION

That City Council adopt a resolution authorizing the City Manager or his designee to execute all Program Supplement Agreements and other documents required to process projects under City-State Master Agreement No. 07-5129R.

DISCUSSION

The City of Oxnard was awarded federal funds under the Highway Safety Improvement Program (HSIP), to design and construct traffic signal modifications at the intersections of Rose Avenue and Emerson Avenue, and at Oxnard Boulevard and Fifth Street. The City of Oxnard was also awarded federal funds under the Safe Routes to School (SRTS) program for the design, construction and installation of sidewalk, striping, signing and other safety measures. The SRTS projects will be at various schools in the City of Oxnard. Similar funds may be obtained in the future under the same or other programs.

The State of California Department of Transportation (Caltrans) requires that Program Supplement Agreements to the City-State Master Agreement No. 07-5129R to be fully executed before submitting any invoices for reimbursement.

FINANCIAL IMPACT

Staff will return to City Council to adopt the Project Specification and recognize the awarded federal grant to the projects.

Attachment #1 – Resolution authorizing the City Manager to execute all program supplement agreements and other documents required under revised City-State Master Agreement No. 07-5129R executed on September 1st, 2009

Attachment #2 – Program Supplement Agreement No. 041-N

Attachment #3 – Program Supplement Agreement No. 043-N

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE CITY MANAGER TO EXECUTE ALL
PROGRAM SUPPLEMENT AGREEMENTS AND OTHER DOCUMENTS
REQUIRED
UNDER REVISED CITY-STATE MASTER AGREEMENT NO. 07-5129R

WHEREAS, the City Council of the City of Oxnard has entered into City-State Master Agreement for Federal-Aid Projects No. 07-5129R, executed on September 1st, 2009 by resolution No. 13,737; and

WHEREAS, project-specific Program Supplements to the Master Agreement must be executed by the City of Oxnard and the State of California before the State commits federal funds for a project.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the City Manager or designee the Assistant City Manager is authorized to execute all Program Supplements and all other documents required to process projects under City-State Master Agreement No. 07-5129R executed on September 1st, 2009.

PASSED AND ADOPTED THIS _____ day of _____, 2010 by the following vote:

AYES:
NOES:
ABSENT:

Mayor

Dr. Thomas E. Holden,

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

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PROGRAM SUPPLEMENT NO. N041
 to
 ADMINISTERING AGENCY-STATE AGREEMENT
 FOR FEDERAL-AID PROJECTS NO. 07-5129R

Date: February 04, 2010
 Location: 07-VEN-0-OXN
 Project Number: HSIPL-5129(059)
 E.A. Number: 07-933607

This Program Supplement hereby incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 12/19/07 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 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:
 INTERSECTION OF ROSE AVENUE AND EMERSON AVENUE

TYPE OF WORK: UPGRADE EXISTING TRAFFIC SIGNAL LENGTH: 0 (MILES)

Estimated Cost	Federal Funds		Matching Funds		
	LS30		LOCAL		OTHER
\$8,000.00	\$7,200.00		\$800.00	\$0.00	\$0.00

CITY OF OXNARD

STATE OF CALIFORNIA
 Department of Transportation

By _____

By _____

Date _____

Chief, Office of Project Implementation
 Division of Local Assistance

Attest _____

Date _____

Title _____

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

Accounting Officer *[Signature]* Date 2-4-10 \$7,200.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
1	2009	2660-102-890	2009-2010	20.30.010.550	C	262042	892-F	7,200.00

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SPECIAL COVENANTS OR REMARKS

1. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
2. 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).
3. 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, and invoice payments for any on-going or future federal-aid 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.

4. 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

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SPECIAL COVENANTS OR REMARKS

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.).

- 5. 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).
- 6. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award or with 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.

- 7. 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

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SPECIAL COVENANTS OR REMARKS

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 DistrictLocal 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.

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PROGRAM SUPPLEMENT NO. N043
 to
 ADMINISTERING AGENCY-STATE AGREEMENT
 FOR FEDERAL-AID PROJECTS NO. 07-5129R

Date: April 07, 2010
 Location: 07-VEN-1-OXN
 Project Number: HSIPL-5129(060)
 E.A. Number: 07-4S6598

This Program Supplement hereby incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 12/19/07 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 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:
 INTERSECTION OF SR-1 (OXNARD BLVD) AND SR-34 (FIFTH STREET)

TYPE OF WORK: UPGRADE EXISTING TRAFFIC SIGNAL **LENGTH:** 0 (MILES)

Estimated Cost	Federal Funds		Matching Funds		
	LS30		LOCAL		OTHER
\$10,500.00		\$9,450.00	\$1,050.00	\$0.00	\$0.00

CITY OF OXNARD

STATE OF CALIFORNIA
 Department of Transportation

By _____

By _____

Date _____

Chief, Office of Project Implementation
 Division of Local Assistance

Attest _____

Date _____

Title _____

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

Accounting Officer *[Signature]* Date 4-8-10 \$9,450.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
1	2009	2660-102-890	2009-2010	20.30.010.550	C	262042	892-F	9,450.00

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SPECIAL COVENANTS OR REMARKS

1. 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).
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3. 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

SPECIAL COVENANTS OR REMARKS

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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