

## **RESOLUTION NO. 2015 - 023**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING THE CITY MANAGER TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 010-N1 TO ADMINISTERING AGENCY – STATE AGREEMENT NO. 04-5379R FOR FEDERAL FUNDING FOR THE COPELAND CREEK BIKE PATH REHABILITATION PROJECT (Federal Project # RPSTPLE-5379(018) / City Project #2010-08)**

**WHEREAS**, the State of California Department of Transportation (Caltrans) and FHWA obligated Federal Transportation Enhancement Activities for the Copeland Creek Bike Path Rehabilitation Project in the amount of \$70,000 for environmental studies and clearance and \$600,000 for construction of the project;

**WHEREAS**, Caltrans and the City executed Program Supplement Agreement No. 010-N dated January 10, 2011 in accordance with Administering Agency – State Agreement for Federal Aid, 04-5379R (“Master Agreement”), which enabled the City to request and receive Federal-aid funds for the project;

**WHEREAS**, the environmental studies and clearance costs were far under the amount obligated for the project;

**WHEREAS**, the State Transportation Improvement Program (STIP), under which this project is programmed, allows a local agency to request that Caltrans shift up to 20% of previously-obligated funds from an earlier phase of a Federal-aid project to a later phase;

**WHEREAS**, the City of Rohnert Park submitted a request to Caltrans for \$14,000 in previously-obligated funds from the environmental studies phase be shifted to the construction phase and be available for the City for reimbursement of the construction costs of this project;

**WHEREAS**, Caltrans has provided Program Supplement Agreement No. 010-N1 in accordance with Administering Agency – State Agreement for Federal Aid, 04-5379R (“Master Agreement”), which, upon full execution, will enable the City to request and receive the remaining Federal-aid funds for the project, including the shifted funding; and

**WHEREAS**, Caltrans has requested a certified enabling resolution identifying the project receiving funding through Program Supplement Agreement No. 010-N1 and the official authorized to execute the Program Supplement Agreement.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Rohnert Park that the City Manager is hereby authorized and directed to take all actions to effectuate the attached Program Supplement Agreement 010-N1 for Federal-aid Funding for the Copeland

Creek Bike Path Rehabilitation Project (Exhibit A) for and on behalf of the City of Rohnert Park, including execution, if necessary, in accordance with the existing Master Agreement for Federal-Aid between City and Caltrans, dated July 19, 2007.

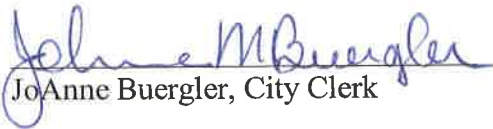
**DULY AND REGULARLY ADOPTED** this 10<sup>th</sup> day of February, 2015.

**CITY OF ROHNERT PARK**



Amy O. Ahanotu, Mayor

**ATTEST:**



JoAnne Buergler, City Clerk



Attachment: Exhibit A – Program Supplement No. 010-N1

CALLINAN: AYE MACKENZIE: Absent STAFFORD: AYE BELFORTE: Absent AHANOTU: AYE  
AYES: ( 3 ) NOES: ( 0 ) ABSENT: ( 2 ) ABSTAIN: ( 0 )

**EXHIBIT A to RESOLUTION**

**PROGRAM SUPPLEMENT NO. N010 Rev. 1**  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 04-5379R**

**Adv Project ID**                      **Date:** November 20, 2014  
0400020772                      **Location:** 04-SON-0-RNPK  
**Project Number:** RPSTPLE-5379(018)  
**E.A. Number:** 04-074774  
**Locode:** 5379

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 07/19/07 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 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:**

Copeland Creek in Rohnert Park

**TYPE OF WORK:** Pedestrian and Bike Path

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
			LOCAL	OTHER
\$781,523.00	M302	\$44,714.00		
	L220	\$12,906.00		
	L22E	\$569,286.00	\$154,617.00	\$0.00

**CITY OF ROHNERT PARK**

**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**  **Date** 11/20/14 \$626,906.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION  
**PROGRAM SUPPLEMENT AND CERTIFICATION FORM**  
 PSCF (REV. 01/2010)

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 11/20/2014	PROJECT NUMBER: 0400020772
	REQUISITION NUMBER / CONTRACT NUMBER: CT 045379010N	
FROM: DEPARTMENT OF TRANSPORTATION		
SUBJECT: ENCUMBRANCE DOCUMENTS		
VENDOR / CONTRACTOR: CITY OF ROHNERT PARK		
CONTRACT AMOUNT: \$626,906.00		
PROCUREMENT TYPE: LOCAL ASSISTANCE		

[illegible]

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

**SPECIAL COVENANTS OR REMARKS**

1. This PROJECT is programmed to receive Federal Transportation Enhancement Activities (TEA) fund. The ADMINISTERING AGENCY agrees that any functional or operational change to a TEA PROJECT, before, during or after PROJECT acquisition and/or construction, that does not comply with, or is in conflict with, the TEA program requirements and the original purpose of the project at the time it was programmed may render the PROJECT ineligible for Federal reimbursement and ADMINISTERING AGENCY may be required to reimburse STATE the entire amount of TEA funds contributed to the project or the value of the TEA fund contribution, based upon the fair market value of the acquisition and/or construction, at the time the conflict and/or non-compliance is determined, whichever is greater.
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. 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.

4. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
5. 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

SPECIAL COVENANTS OR REMARKS

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.

6. 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.

7. 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.).
8. 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

**SPECIAL COVENANTS OR REMARKS**

(EPLS).

9. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.