AGENDA
ITEM

15

AGENDA STAFF REPORT

DATE: September 5, 2018

TO: Mayor and City Council

APPROVED BY: David Dale, City Manager DD

PREPARED BY: Miguel Figueroa, Assistant City Manager MF

SUBJECT: Adopt Resolution No. 2018-__ of the City Council of the City of Calexico authorizing the City Manager or his designee to endorse the Master Agreement, Program Supplement Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments entitled "Administering Agency – Federal and/or State Funded Project" for Project No. HPLUL-5168(015) New River Parkway Improvements.

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Recommendation:

It is recommended that the City Council adopt the following:

1. Resolution No. 2018-__ of the City Council of the City of Calexico authorizing the City Manager or his designee to endorse the Master Agreement, Program Supplement Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments entitled "Administering Agency – Federal and/or State Funded Project" for Project No. HPLUL-5168(015) New River Parkway Improvements.

Background:

The City of Calexico Public Works Department received a grant from the California Department of Transportation (Caltrans) for FY 2018-2019 in the amount of $2,000,000 ($1,600,000.00 – Federal Grant and $400,000.00 – Local Match) for Project No. HPLUL-5168(015) New River Parkway Improvements. The New River Parkway Improvements include site preparation, erosion control, stormwater/water quality, surface improvements, landscape, and electrical in order to construct an operable Class I bicycle trail.

Discussion & Analysis:

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In order to receive the above-mentioned funds, the City of Calexico needs to execute master agreements and/or any necessary documentation to

claim the funds granted. Therefore, the City of Calexico Public Works Department is requesting City Council authorization to delegate authority to the City Manager or his designee to execute all master agreements and/or any necessary documentation for the New River Parkway Improvements.

Fiscal Impact:

Construction Phase (Federal Grant)	$1,600,000
Construction Phase (State Grant)	$400,000
Local Match (Article 3)	$181,218
Total	$2,181,218.00

Coordinated With:

California Department of Transportation.
City of Calexico Public Works Department.

Attachment(s):

1. Resolution No. 2018-__ of the City Council of the City of Calexico authorizing the City Manager or his designee to endorse the Master Agreement, Program Supplement Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments entitled "Administering Agency – Federal and/or State Funded Project" for Project No. HPLUL-5168(015) New River Parkway Improvements.

2. Program Supplement Agreement No. 012-N1.

RESOLUTION NO. 2018-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENDORSE THE MASTER AGREEMENT, PROGRAM SUPPLEMENT AGREEMENTS, FUND EXCHANGE AGREEMENTS, FUND TRANSFER AGREEMENTS AND ANY AMENDMENTS ENTITLED "ADMINISTERING AGENCY – FEDERAL AND/OR STATE FUNDED PROJECT" FOR PROJECT NO. HPLUL-5168(015) NEW RIVER PARKWAY IMPROVEMENTS

WHEREAS, the City of Calexico is eligible to receive Federal and/or State funding for Transportation Projects, through the California Department of Transportation for Federal Project No. HPLUL-5168(015) New River Parkway Improvements; and

WHEREAS, Master Agreements, Program Supplement Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any Amendments need to be executed with the California Department of Transportation before such funds could be claimed; and

WHEREAS, the City of Calexico wishes to delegate authorization to execute these Agreements and any amendments thereto to the City Manager or his designee be authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALEXICO DOES HEREBY RESOLVE, DECLARE, AND DETERMINE AND ORDER AS FOLLOWS:

1. The City Manager or his designee is authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with the California Department of Transportation for Project No. HPLUL-5168(015) New River Parkway Improvements.

PASSED, APPROVED AND ADOPTED this 5th of September, 2018.

_____
Lewis Pacheco, Mayor

Attest:

_____
Gabriela Garcia, Deputy City Clerk

Approved as to Form:

_____
Carlos Campos, City Attorney

State of California)
County of Imperial) ss.
City of Calexico)

I, Gabriela Garcia, Deputy City Clerk of the City of Calexico do hereby certify the above Resolution No. 2018-__ was approved at a regular City Council meeting held on the 5th day of September, 2018, by the following vote to-wit:

AYES:
NOES:
ABSTAIN:

_____
Gabriela Garcia, Deputy City Clerk

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 07/17/2018
D_CO_RT: 11-IMP-0-CLX
Project No: HPLUL-5168(015)
Adv Project Id: 1100020281
Agreement End Date: 09/30/2022

EA No: 11-956606

Attention: City of Calexico

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL HY10	FEDERAL LY10	LOCAL
Agency Preliminary Engineering	Lump Sum	$855,473.00	$855,473.00	80.00%	$684,378.00	$0.00	$171,095.00
Agency Preliminary Engineering	Lump Sum	$1,144,527.00	$1,144,527.00	80.00%	$0.00	$915,622.00	$228,905.00
Construction	Lump Sum	$2,031,218.00	$2,031,218.00	72.86%	$0.00	$1,480,000.00	$551,218.00
Contract Items: $1,934,493 Contingencies: $96,725 Total: $2,031,218							
Agency Construction Engineering	Lump Sum	$150,000.00	$150,000.00	80.00%	$0.00	$120,000.00	$30,000.00
Totals:		$4,181,218.00	$4,181,218.00	0.00%	$684,378.00	$2,515,622.00	$981,218.00

Participation Ratio: 100.00%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: Nahed Abdin

Title: HQ Sr Area Engineer

For questions regarding finance letter, contact:

Printed Name : Nahed Abdin

Telephone No: 916-653-7928

Remarks: JC: RFA_CON, $1,850,000 (CON)=$1,480,000 (LY10)+$370,000(State Fund); CM $150,000=$120,000(LY10)+$30,000(State Fund)

ACCOUNTING INFORMATION

HPLUL-5168(015)

ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	Cooperative Work Agreement APPROVED AMOUNT	Cooperative Work Agreement EXPIRATION DATE
1100020281	10102F	2030010680	F	$1,165,672.52	0910	$1,165,672.52	$0.00	06/30/15	$1,274,486.00	06/30/17
1100020281	18102F	2030010680	F	$1,600,000.00	1718	$0.00	$1,600,000.00	06/30/23		

PROGRAM SUPPLEMENT NO. N012 Rev. 1
to
ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO 11-5168R

Adv Project ID 1100020281	**Date:** July 16, 2018
	Location: 11-IMP-0-CLX
	Project Number: HPLUL-5168(015)
	E.A. Number: 11-956606
	Locode: 5168

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 10/26/07 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:

New River Bike Paths from International Border to SR-98 Calexico

TYPE OF WORK: Bike Path and Pedestrian Bridge along New River Park **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	HY10	$684,378.00	LOCAL		OTHER
$4,181,218.00	LY10	$2,515,622.00	$981,218.00		$0.00

CITY OF CALEXICO

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

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 _____ **Date** 7/16/18 $3,200,000.00

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:	DATE PREPARED:	PROJECT NUMBER:
STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	7/16/2018	1100020281
	REQUISITION NUMBER / CONTRACT NUMBER: CT - 2660 - 115168012N	

FROM:

Department of Transportation

SUBJECT:

Encumbrance Document

VENDOR / LOCAL AGENCY:

CITY OF CALEXICO

$3,200,000.00

PROCUREMENT TYPE:

Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
1	2009	2660-102-0890	2009-2010	20.30.010.680	2620 / 0420	$1,600,000.00
14	2017	2660-102-0890	2017-2018	20.30.010.680	2620 / 0420	$1,600,000.00
				TOTAL CONTRACT AMOUNT		$3,200,000.00

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

B. 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).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available 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.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. 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.

F. 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.).

G. 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.

H. 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 Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.