

**RESOLUTION NO. 09-38**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LA CAÑADA FLINTRIDGE AUTHORIZING THE  
CITY MANAGER TO EXECUTE CALTRANS PROGRAM  
SUPPLEMENT AGREEMENT NO. N010 TO ADMINISTERING  
AGENCY-STATE AGREEMENT NO. 07-5417R**

WHEREAS, the City Council of the City of La Cañada Flintridge desires to restore the storm damaged roadway/slope on Highland Drive Adjacent to (East of) 563 Highland Drive as part of the City's adopted Fiscal Year 2009-10 Capital Improvement Program; and

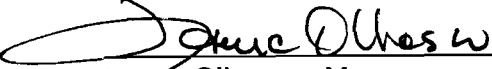
WHEREAS, the City Council of the City of La Cañada Flintridge desires to obtain federal funds for the restoration of the storm damaged roadway/slope on Highland Drive Adjacent to (East of) 563 Highland Drive; and

WHEREAS, the State of California Department of Transportation (Caltrans) requires that Program Supplemental Agreement No. N010 (Agreement) be fully executed by the City and Caltrans before any invoices for reimbursement can be processed; and


WHEREAS, Caltrans also requires that the City adopt and attach a resolution identifying the project and the official authorized to execute the Agreement.

NOW, THEREFORE, be it resolved that the City Council of the City of La Cañada Flintridge does hereby authorize the City Manager to execute Caltrans Program Supplemental Agreement No. N010 for the Highland Drive Slope Reconstruction Adjacent to (East of) 563 Highland Drive; Federal Project No. ER-4207(006); EA No. 07-932722; DAF No. SNC-LCF-002-0; Cash Contract 09/10-3.

PASSED, APPROVED and ADOPTED this 16<sup>th</sup> Day of November, 2009.

  
\_\_\_\_\_  
Laura Olhasso, Mayor

ATTEST:

  
\_\_\_\_\_  
Sylvia Baca, City Clerk

State of California                    )  
County of Los Angeles                )     ss.  
City of La Cañada Flintridge        )

I, Sylvia Baca, City Clerk of the City of La Cañada Flintridge, California, do hereby certify that the foregoing Resolution No. 09-38 was duly adopted by the City Council of the City of La Cañada Flintridge at a Regular Meeting held on the 16th day of November 2009, by the following vote:

AYES:            COUNCILMEMBERS: Brown, Del Guercio, Spence, Voss, Olhasso  
NOES:            COUNCILMEMBERS: None  
ABSENT:          COUNCILMEMBERS: None  
ABSTAIN:        COUNCILMEMBERS: None

Dated: November 17, 2009

  
\_\_\_\_\_  
Sylvia Baca, City Clerk

PROGRAM SUPPLEMENT NO. N010  
 to  
 ADMINISTERING AGENCY-STATE AGREEMENT  
 FOR FEDERAL-AID PROJECTS NO. 07-5417R

Date: October 08, 2009  
 Location: 07-LA-0-LCF  
 Project Number: ER-4207(006)  
 E.A. Number: 07-932722

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 01/25/07 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. 09-30, approved by the Administering Agency on 11/16/2009 (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:  
 563 HIGHLAND DRIVE in La Canada Flintridge, DAF # SNC-LCF-002-0

TYPE OF WORK: Restoration LENGTH: 0 (MILES)

Estimated Cost	Federal Funds		Matching Funds		
	09X0	\$125,021.00	LOCAL		OTHER
\$141,220.00			\$16,199.00	\$0.00	\$0.00

CITY OF LA CANADA FLINTRIDGE

By Mark R. Alexander  
 Mark R. Alexander, City Manager

Date 11-16-09

Attest Sylvia Beach  
 Title City Clerk

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 [Signature] Date 10/12/09 \$125,021.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
268	2008	2660-102-890	2008-2009	20.30.010.650	C	225000	892-F	125,021.00

## 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. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days after the project contract award. A copy of the award package shall also be included with the submittal of the ADMINISTERING AGENCY's first invoice for the construction contract to:

Department of Transportation  
Division of Accounting  
Local Programs Accounting Branch, MS #33  
P. O. Box 942874  
Sacramento, CA 94274-0001.

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

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. 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.
9. Any State and Federal funds that may have been encumbered for this project are only available for disbursement for a period of five (5) years and seven (7) years, respectively, from the start of the fiscal year(s) that those funds were appropriated within the State Budget Act. All project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested and is approved by the California Department of Finance per Government Code Section 16304. The exact date of each fund reversion will be reflected in the approved finance letter(s) issued for this project.

Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement that is not submitted to the Department on or before 60 days after that applicable fixed fund reversion date will not be paid from that fiscal year's encumbered funds because all of these unexpended funds will be irrevocably reverted by the Department's Division of Accounting

## SPECIAL COVENANTS OR REMARKS

on that date.

Pursuant to a directive from the State Controller's Office and the Department of Finance, the last date to submit invoices for reimbursed work in each fiscal year is May 15th in order for payment to be made out of those then current appropriations. Project work performed and invoiced after May 15th will be reimbursed only out of available funding that might be encumbered in the subsequent fiscal year, and then only when those funds are actually allocated and encumbered as authorized by the California Transportation Commission and the Department's Accounting Office.

10. "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."
11. The Administering Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT -assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT -assisted contracts. The administering Agency's DBE Race-Neutral Implementation Agreement is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, Caltrans may impose sanctions as provided for under 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.).
12. 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

## SPECIAL COVENANTS OR REMARKS

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.

13. 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.).
14. Disaster No. CA-05-1- Emergency opening work will be reimbursed at 100% if completed within 180 days from the initial day of storm occurrence. The initial day of storm occurrence is December 28, 2004. ADMINISTERING AGENCY records must clearly identify

## SPECIAL COVENANTS OR REMARKS

those costs incurred on or after December 28, 2004. Incurred costs are defined as disbursements made or in process for goods and services delivered. Emergency opening work completed after June 26, 2005 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.