

RESOLUTION NO. 2003-209

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION RELATING TO FEDERAL
AND STATE GRANT FUNDS**

WHEREAS, the City of Elk Grove is eligible to receive Federal and/or State funding for certain transportation projects through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds can be claimed; and

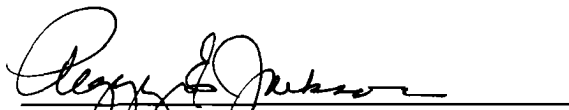
WHEREAS, the City wishes to delegate authorization to execute these agreements and any amendments thereto to the City Manager.

NOW, THEREFORE, BE IT RESOLVED that the City Manager 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.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 5th day of November, 2003.


SOPHIA SCHERMAN, MAYOR of the
CITY OF ELK GROVE

ATTEST:


PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:


ANTHONY B. MANZANETTI,
CITY ATTORNEY

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2003-209

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)


I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 5th day of November 2003 by the following vote:

AYES 5: COUNCILMEMBERS: Scherman, Soares, Briggs, Cooper, Leary

NOES 0: COUNCILMEMBERS:

ABSTAIN 0: COUNCILMEMBERS:

ABSENT 0: COUNCILMEMBERS:



Peggy E. Jackson, City Clerk
City of Elk Grove, California

PROGRAM SUPPLEMENT NO. M003
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO. 03-5479

Date: September 26, 2003
Location: 03-SAC-0-ELKG
Project Number: ITS03-5479(005)
E. A. Number: 03-928500

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 01/09/03 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:

City of Elk Grove

TYPE OF WORK: ITS integration (STARNET)

LENGTH: 0 (MILES)

| Estimated Cost | Federal Funds | | Matching Funds | | |
|----------------|---------------|-------------|----------------|--------|--------|
| | Item | Amount | LOCAL | STATE | OTHER |
| \$100,000.00 | QT80 | \$50,000.00 | \$50,000.00 | \$0.00 | \$0.00 |

CITY OF ELK GROVE

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____

Date _____

Chief, Office of Project Implementat
Division of Local Assistance

Attest _____

Date _____

Title _____

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

Accounting Officer: MM Montgomery Date: 9.29.03 \$50,000.00

| Chapter | Statutes | Item | Year | Program | BC | Category | Fund Source | AMOUNT |
|---------|----------|--------------|-----------|---------------|----|----------|-------------|-----------|
| 379 | 2002 | 2660-102-890 | 2002-2003 | 20.30.010.600 | C | 262042 | 892-F | 50,000.00 |

SPECIAL COVENANTS OR REMARKS

1. The ADMINISTERING AGENCY will reimburse the STATE for the ADMINISTERING AGENCY share of costs for work requested to be performed by the STATE.
2. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the most 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 \$300,000 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. 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.
6. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately 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 and LPP 01-06.

7. 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

SPECIAL COVENANTS OR REMARKS

Administration.

8. 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).
9. All work performed on this project shall conform to the provisions of the ITS "Project Description" as approved by the Federal Highway Administration (See Attachment A).
10. All State requirements related to project funding and contract administration cited in the above referenced ITS Project Description shall be the responsibility of the ADMINISTERING AGENCY implementing this project as shown on Page 1 of this Program Supplement Agreement.
11. Invoice billings shall be mailed directly to the Department of Transportation, Accounting Service Center, Local Programs Accounting Branch, MS #33, P.O. Box 942874, Sacramento, CA 94274-0001. Electronic file of the quarterly progress report shall be submitted to the ITS Coordinator, at the Department of Transportation, Division of Local Assistance, P.O. Box 942874, MS#1, Sacramento, CA 94274-0001 on or before the 10th of the month following the end of the quarter being reported.
12. At a minimum, the above cited quarterly report, shall contain a concise report covering the following:
 - a. The Federal-aid project number, project name, a brief description of the project, major project partners names and phone numbers of the partners project contacts, and the reporting period.
 - b. Budget and scheduling information including the date the project was initiated, the estimated completion date, cost estimate, expenditures during reporting period, percent of project completed, and percent of funds expended.
 - c. A brief description of the activities conducted during the reporting period including any milestones attained and/or significant events.
 - d. A discussion of any problems encountered or anticipated (e.g., scope changes, changes in project limits, funding requirements, technological constraints, institutional issues, project schedule delays) together with recommended solutions to such problems.
 - e. A brief description of the activities to be conducted in the following quarter.
13. One electronic file of the Self-Evaluation Final Report, described in the Project Description, shall be submitted to the above mentioned ITS Coordinator following completion of the project.
14. This project must be in conformity with the National ITS Architecture, adhere to ITS Standards and undergo Systems Engineering.