

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

AGENDA: MARCH 28, 2006

March 16, 2006

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

**SUBJECT: HARKINS SLOUGH ROAD BRIDGE
AT WEST BRANCH OF STRUVE SLOUGH
FEDERAL PROJECT NUMBER BRLKS 5936 (068)
FEDERAL FUNDING PROGRAM SUPPLEMENT
AGREEMENT NUMBER 038-M**

Members of the Board:

Attached for your Board's approval is a copy of Federal Funding Program Supplement Agreement Number 038-M to the County-State Agreement Number 05-5936 with an authorizing Board resolution. This agreement provides \$6,739,053 in federal and state funding reimbursement for preliminary environmental investigations, design engineering, and construction of the Harkins Slough Road Bridge at West Branch of Struve Slough.

It is therefore recommended that the Board of Supervisors take the following action:

1. Approve Federal Funding Program Supplement Agreement Number 038-M to County-State Agreement Number 05-5936 .
2. Adopt the attached resolution authorizing execution of an agreement between the State of California and the County of Santa Cruz for funding of the Harkins Slough Road Bridge at West Branch of Struve Slough.

3. Authorize the Director of Public Works to sign the original and duplicate original of the Federal Funding Program Supplement Agreement on behalf of the County.

Yours truly,

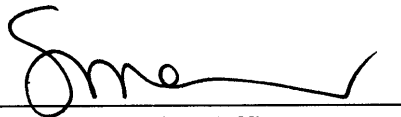


THOMAS L. BOLICH
Director of Public Works

TLB:JSL:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Donn Miyahara, California Department of Transportation
Public Works Department

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

0000247

RESOLUTION NO. _____

On the motion of Supervisor
duly seconded by Supervisor
the following resolution is adopted:

RESOLUTION AUTHORIZING EXECUTION OF
PROGRAM SUPPLEMENT AGREEMENT NUMBER 038-M
BETWEEN THE STATE OF CALIFORNIA AND THE COUNTY OF SANTA CRUZ
FOR THE HARKINS SLOUGH ROAD BRIDGE AT WEST BRANCH OF STRUVE SLOUGH
FEDERAL PROJECT NUMBER BRLKS 5936 (068)

WHEREAS, the State is required to enter into an agreement with Santa Cruz County relative to the distribution of federal and state funds for preliminary environmental investigations and design engineering of said project.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that said County-State agreement, Program Supplement Agreement Number 038-M is hereby approved.

BE IT FURTHER RESOLVED AND ORDERED that the Director of Public Works is hereby authorized to sign the Federal Funding Program Supplement Agreement on behalf of the County and is hereby directed to return the original and duplicate original of the Program Supplement Agreement together with one certified copy of this resolution to the State of California Department of Transportation for further processing.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this ____ day of _____ 2006, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairman of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:



~~Assistant~~ County Counsel

Distribution: County Counsel
Public Works

FEDPROG.DOC/harkins slough5-m

PROGRAM SUPPLEMENT NO. M038
 to
 ADMINISTERING AGENCY-STATE AGREEMENT
 FOR FEDERAL-AID PROJECTS NO. 05-5936

Date February 15, 2006

Location: 05-SCR-0-CR
 Project Number: BRLKS-5936(068)
 E.A. Number :05-930005

COPY
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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 06/29/97 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:

Harkins Slough@W. Branch of Struve Slough

TYPE OF WORK: Low Water Crossing

LENGTH: 0 (MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Q120	\$5,539,05300	LOCAL	Other Fund	State
\$6,988,758.00			\$61,589.00	\$188,116.00	\$1,200,000.00

By _____

Date _____

Attest _____

Title _____

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 *Grant King* Date 2/15/06 \$5,539,053.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
52	2000	2660-101-890	2000-2001	20.30.010.300	C	262042	892-F	668,000.00
157	2003	2660-102-890	2003-2004	20.30.010.300	C	262042	892-F	4,049,540.00
208	2004	2660-102-890	2004-2005	20.30.010.300	C	262042	892-F	821,513.00

SPECIAL COVENANTS OR REMARKS

1. 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.
2. The ADMINISTERING AGENCY will reimburse the STATE for the ADMINISTERING AGENCY share of costs for work requested to be performed by the STATE,
- 3, 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,
4. 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.
- 5, 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).
6. 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

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SPECIAL COVENANTS OR REMARKS

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 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,

- 7, The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the most current published Local Assistance Procedures Manual.
8. 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

SPECIAL COVENANTS OR REMARKS

15.7 "Award Package" of the Local Assistance Procedures Manual and LPP 01-06.

9. "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. "
10. 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.
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 CFE Part 26 to ensure nondiscrimination in the award and administration of DOT -assisted contracts. The Administering Agency's DBE Program, as required by 49 CFE Part 26 and as approved by Caltrans, 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 recepiant of its failure to carry out its approved program, 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 es seq.).

12. Billing Cycle

ADMINISTERING AGENCY agrees to submit invoices in arrears for reimbursement of participating PROJECT costs at least once every six months commencing after the funds are encumbered for each

SPECIAL COVENANTS OR REMARKS

phase by the execution of this PROJECT PROGRAM SUPPLEMENT or by STATE's future approval of an applicable Finance Letter. The total of all invoiced amounts claimed, plus any required matching funds, must not exceed the actual total cost allowable under this PROGRAM SUPPLEMENT for all authorized and completed PROJECT engineering work, right of way acquisition, and construction.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY shall submit a written explanation (with target billing date and target billing amount) of the absence of PROJECT activity.

Should ADMINISTERING AGENCY fail to invoice for participating PROJECT costs incurred (including a written explanation when no invoice is submitted) within one year of the issuance of the PROJECT authorization to proceed by STATE or from the next invoice due date following the last PROJECT invoice, STATE may de-obligate and reassign to another party any unexpended Federal funds without notice to ADMINISTERING AGENCY. STATE may also not process any future request for authorization to proceed submitted by the ADMINISTERING AGENCY.

Final Billing

ADMINISTERING AGENCY agrees that it shall submit the Final Invoice and Final Detail Estimate within 180 days of PROJECT completion. ADMINISTERING AGENCY's failure to submit these documents will result in sanctions imposed upon ADMINISTERING AGENCY by STATE in accordance with Chapter 17.6, "Consequences For Non-Compliance", of the Local Assistance Procedures Manual.

De-obligate Federal Funds for Construction Phase

ADMINISTERING AGENCY agrees that if the estimated PROJECT construction cost is less than the obligated amount for construction by more than \$50,000, that excess amount of federal funds initially obligated is subject to de-obligation by STATE once the project has been awarded by ADMINISTERING AGENCY.