

**TOWN OF PARADISE
RESOLUTION NO. 11-49**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
APPROVING PROGRAM SUPPLEMENT AGREEMENT FOR FEDERAL AID
PROJECT**

WHEREAS, the Town of Paradise has entered into a Master Agreement with CalTrans as required to obtain State and Federal funds; and,

WHEREAS, the Town of Paradise is required to enter into Program Supplement Administering Agency-State Agreements for each State and Federally funding project; and,

WHEREAS, the aforementioned agreement is required for the Town to obtain reimbursement for the Safe Routes to School – 3 E’s (education, encouragement, enforcement) Grant;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:

Section 1. The Town Council approves Program Supplement No. N010 to Administering Agency-State Agreement for Federal-Aid Projects No. 03-5424R relating to the Town of Paradise, Safe Routes to School 3 E’s Grant.

Section 2. The Town Council authorizes the Mayor and/or the Town Manager to execute the attachment (Program Supplement No. N010 to Administering Agency-State Agreement for Federal-Aid Projects No. 03-5424R relating to the Town of Paradise, Safe Routes to School 3 E’s Grant.

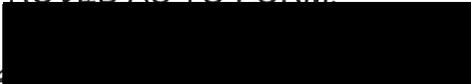
PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 6th day of December, 2011, by the following vote:

| | |
|-------------|---|
| AYES: | Joe DiDuca, Scott Lotter, Tim Titus, Alan White and Steve “Woody” Culleton, Mayor |
| NOES: | None |
| ABSENT: | None |
| NOT VOTING: | None |

By: 
Steve “Woody” Culleton, Mayor

ATTEST: *12-8-2011*

Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3151
Fax (916) 653-7621



October 18, 2011

File : 03-BUT-0-PRDS
SRTSLNI-5425(023)
Town of Paradise

RECEIVED
OCT 19 2011
TOWN OF PARADISE
COMMUNITY DEVELOPMENT DEPT.

Mr. Dennis Schmidt
Public Works Director/Town Engineer
Town of Paradise
5555 Skyway
Paradise, CA 95969

Dear Mr. Schmidt:

Enclosed are two originals of the Program Supplement Agreement No. 010-N to Administering Agency-State Agreement No. 03-5425R.

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 60 days from the date of this letter. If the signed Agreements are not received back in this office within 60 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. Attach your local agency's certified authorizing resolution that clearly identifies the project and the official authorized to execute the agreement. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

A copy of the State approved finance letter containing the fund encumbrance and reversion date information will be mailed to you with your copy of the executed agreement.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,


BILL SANDOVAL, Chief
Office of Project Implementation - North
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(03) DLAE - John Hoole

PROGRAM SUPPLEMENT NO. N010
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-5425

Adv Project ID 0312000083 **Date:** October 13, 2011
Location: 03-BUT-0-PRDS
Project Number: SRTSLNI-5425(023)
E.A. Number:
Locode: 5425

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 06/05/07 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:

Town of Paradise

TYPE OF WORK: Safe Route to Schools - 3 E's (education, encouragement, enforcement) **LENGTH:** 0.0(MILES)

| Estimated Cost | Federal Funds | | Matching Funds | |
|----------------|---------------|--|----------------|--------|
| | LU1E | | LOCAL | OTHER |
| \$66,000.00 | \$66,000.00 | | \$0.00 | \$0.00 |

CITY OF PARADISE
By *Charles L. Rough Jr.*
Title Town Manager
Date December 8, 2011

Attest *Joanna Gutierrez*
Joanna Gutierrez, Town 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 *Francisca Lee* Date 10/14/11 \$66,000.00

| Chapter | Statutes | Item | Year | Program | BC | Category | Fund Source | AMOUNT |
|---------|----------|------|------|---------|----|----------|-------------|--------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

SPECIAL COVENANTS OR REMARKS

1. 1. This non-infrastructure PROJECT is funded by the Federal Safe Routes to School (SRTS) program. ADMINISTERING AGENCY agrees that any changes to the PROJECT that conflict with the approved Federal funded Safe Routes to School (SRTS) Application and/or the SRTS Program requirements in the Local Assistance Program Guidelines (LAPG) may render the PROJECT ineligible for Federal reimbursement.

2. ADMINISTERING AGENCY agrees to administer PROJECT in accordance with the applicable SRTS Program Guidelines under which the project was selected. ADMINISTERING AGENCY agrees to the program delivery and reporting requirements established for the applicable SRTS Program funding cycle.

3. ADMINISTERING AGENCY agrees to submit a Student Tally and Parent Survey for each school to the National Center for Safe Routes to School (NCSRTS). The survey information (Student Tally and Parent Survey), collected during the regular school year, must be completed within two months of beginning the PROJECT and within two months after completing the PROJECT. ADMINISTERING AGENCY agrees to submit a copy of said surveys to the District Local Assistance Engineer (DLAE). For instructions on data submission requirements, go to the NCSRTS website at:

<http://www.saferoutesinfo.org/data/>

4. ADMINISTERING AGENCY shall submit a copy of the consultant contract award information to the DLAE within 30 days of execution of the contract and prior to submittal of the ADMINISTERING AGENCY's first invoice.

Award information shall consist of an executed consultant agreement and Exhibits, 10-C, "Consultant Reviewers Checklist", 10-O2, "Local Agency Proposer DBE Information (Consultant Contract)" and if applicable, 10-O1, "Local Agency Proposer UDBE Commitment (Consultant Contract)" of the Local Assistance Procedures Manual (LAPM).

If ADMINISTERING AGENCY is performing the PROJECT work, then ADMINISTERING AGENCY shall submit a letter indicating the beginning of reimbursable work on the PROJECT. Failure to do so will cause delay in the State processing invoices.

5. Support documentation (adequate to verify reasonableness of costs invoiced) shall accompany ADMINISTERING AGENCY invoices and shall also include the deliverables specified in the STATE approved SRTS Application.

2. 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

SPECIAL COVENANTS OR REMARKS

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.

3. 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.

4. 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

SPECIAL COVENANTS OR REMARKS

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.).

5. 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 (EPLS).