



REPORT TO CITY COUNCIL

Approved by:

A handwritten signature in blue ink, appearing to read 'Keith Helmuth', written over a horizontal line.

Keith Helmuth, Department Director

A handwritten signature in blue ink, appearing to read 'Arnaldo Rodriguez', written over a horizontal line.

Arnaldo Rodriguez, City Manager

Council Meeting of: July 15, 2019

Agenda Number: B-6

SUBJECT:

Master Agreement Between the Madera County Transportation Commission and the City 2019/2020 Allocation of the Regional Surface Transportation Program (RSTP) Exchange Funding

RECOMMENDATION:

Adopt the Resolution approving the Master Agreement between the Madera County Transportation Commission (MCTC) and the City for the Fiscal Year (FY) 2019/2020 allocation of RSTP Exchange Funding and authorizing the City Engineer to submit the executed Master Agreement and the application for planned expenditures to MCTC

SUMMARY:

The MCTC also designated as the Regional Transportation Planning Agency (RTPA) is permitted under Section 182.6 of the Streets and Highways Code (S&HC) to exchange the annual apportionment of RSTP funds for non-Federal funds. The RSTP exchange funds for Madera County are processed through an agreement between MCTC and Caltrans, and then apportioned to the County and two cities for use on eligible transportation projects.

DISCUSSION:

The MCTC informs the County of Madera, City of Madera, and City of Chowchilla about available RSTP exchange funds. The MCTC also provides the amount apportioned for each of the three local agencies, and the prescribed application form.

The MCTC requires the local agencies to execute a standard Master Agreement to be submitted together with the Application for Planned Expenditures Form. The City is entitled to receive \$791,212 of RSTP exchange funds, a decrease of approximately \$6,000 from last year.

Projects eligible to be funded with RSTP exchange funds include construction, reconstruction, rehabilitation, resurfacing, restoration and operational improvements on the City's Collector and Arterial streets, construction and inspection of Bridges, certain transit projects and a few other projects as defined in Sections 133(b) and (c) of Title 23 of the United States Code and Article XIX of the California State Constitution.

It is recommended that the FY 2019/20 allocation of RSTP funds be programmed for the design and construction of the Olive Ave Widening Project- Gateway Drive to Knox Street, Lake-Fourth- Central Street Improvements and Almond Avenue extension from Pine Street to Stadium Road.

FINANCIAL IMPACT:

There will not be an impact to the City General Fund to process the agreement and submit the application to MCTC. Furthermore, use of these funds does not require a match of any kind from other funding sources.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126 - This project supports this strategy by providing clean, attractive streets that are safe and aesthetically pleasing. The requested action is for improvement of infrastructure and is not in conflict with any of the other actions of goals contained in the plan.

ALTERNATIVES:

1. Council may elect to not approve the Master Agreement; this would result in the City not receiving RSTP funds.
2. Council may choose to assign RSTP funds to other projects, this would result in a need to revise the Capital Improvement Program and budgets in MUNIS associated with the Olive Avenue Widening Project and result in underfunding the project.

ATTACHMENTS:

1. Resolution
Exhibit A – Agreement
2. Application

Attachment 1

Resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE MASTER AGREEMENT BETWEEN THE MADERA COUNTY TRANSPORTATION COMMISSION (MCTC) AND THE CITY OF MADERA FOR THE FISCAL YEAR 2019/2020 ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) EXCHANGE FUNDING AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE EXECUTED MASTER AGREEMENT TOGETHER WITH THE APPLICATION FOR PLANNED EXPENDITURES TO MCTC

WHEREAS, the City of Madera is entitled to receive \$791,212 of RSTP exchange funds; and

WHEREAS, the RSTP Program exchange funds can be used for projects as defined in Sections 133(b) and (c) of Title 23 of the United States Code (USC); and

WHEREAS, the MCTC also operating as the Regional Transportation Planning Agency (RTPA) requires that a Master Agreement between the City and MCTC be executed and submitted together with the application; and

WHEREAS, the MCTC has prepared a standard Master Agreement (the "Agreement") with conditions acceptable to the City of Madera, a copy of which is attached hereto as Exhibit A and referred to for full particulars,

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The Master Agreement between the MCTC and the City of Madera as described above, attached hereto as Exhibit A and referred to for particulars is necessary for the City of Madera to receive RSTP exchange funds.
3. The Master Agreement is hereby approved.
4. The City Engineer is authorized to submit the executed Master Agreement together with the Application for Planned Expenditures to MCTC.
5. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A
Agreement

**MASTER AGREEMENT BETWEEN THE
MADERA COUNTY TRANSPORTATION COMMISSION
AND THE CITY OF MADERA
FOR THE FISCAL YEAR 2019/20 ALLOCATION OF RSTP EXCHANGE FUNDING**

This agreement is made on _____ by and between the CITY OF MADERA, a public body, hereinafter referred to as "Recipient," and the MADERA COUNTY TRANSPORTATION COMMISSION, hereinafter referred to as "MCTC."

WHEREAS, the MCTC is the state-designated Regional Transportation Planning Agency for Madera County; and

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, the MCTC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual Regional Surface Transportation Program (RSTP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

WHEREAS, the MCTC is authorized to use these exchanged funds (hereinafter RSTP Exchange Funds) to assist local agencies to promote projects which otherwise qualify for RSTP funds; and

WHEREAS, it is contemplated by MCTC and the Recipient that the amount of funding and the projects designated in Exhibit A may change from time to time as set forth below; and

WHEREAS, the MCTC has requested the Madera County Auditor-Controller to establish a separate fund for the Federal Apportionment Exchange Program and such a separate fund has been established.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

- A. The MCTC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.
- B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A.
- C. The Recipient agrees to reimburse funds back to MCTC if it is determined that RSTP Exchange Funds were used for ineligible projects.

1. ADMINISTRATIVE POLICIES

- A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement.
- B. The Recipient agrees to submit a RSTP Monitoring report to MCTC every 6 months describing the progress towards completion for all projects listed in Exhibit A.
- C. The Recipient agrees to mention MCTC's role in funding the project in any press releases or media events held by the Recipient to promote a funded project.
- D. The MCTC agrees to reimburse the Recipient within 30 days of receipt of an accurately completed claim form from the Recipient. The Recipient shall be reimbursed for actual incurred costs that are supported with documentation.
- E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were approved, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow MCTC to refuse reimbursement and to reprogram such funds for other purposes.

2. COST PRINCIPLES

- A. Recipient agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- B. Recipient agrees to require its contractors and subcontractors to:
 - (a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and
 - (b) comply with Federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

3. THIRD PARTY CONTRACTING

- A. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).

- B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 6, below.
- C. In addition to the above, the audit requirements of third party contractor/ consultants with Recipient shall be consistent with Local Assistance Procedures Manual as published by Caltrans.

4. ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

5. RIGHT TO AUDIT

For the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement, the Recipient, its contractors and subcontractors each agrees to grant Caltrans and/or the MCTC auditors access to the Recipient's 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. All documents shall be made available for inspection by authorized Caltrans or MCTC agents at any time during project development and for a four-year period from date of completion of project or one year after the audit is completed or waived by Caltrans, whichever is later.

6. TRAVEL AND SUBSISTENCE

Payments to contractors and subcontractors for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State of California Department of Human Resources (CalHR) rules. If the rates invoiced are in excess of those authorized CalHR rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the MCTC on demand.

7. PROJECT COMPLETION

Recipient agrees to provide to the MCTC a short report summarizing total project costs and milestones, including before and after photos of the project, for each project within sixty (60) days of completion.

8. GOVERNING LAWS

This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Madera shall be the proper venue for any dispute arising hereunder.

9. CONFLICT OF INTEREST

Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

10. CONSTRUCTION OF AGREEMENT

The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

11. WAIVER

Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

12. SUCCESSORS AND ASSIGNS

This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

13. TIME IS OF THE ESSENCE

The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

14. EXECUTION OF AGREEMENT

Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

15. ENTIRE AGREEMENT

This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

16. TERMINATION DATE

This Agreement shall remain in effect for a period of three (3) years from the date of this Agreement.

17. AMENDMENTS

Any changes to Exhibit A of the Agreement requested by the Recipient shall be implemented by a written amendment to Agreement and approved by both parties.

IN WITNESS WHEREOF, MCTC and Recipient execute this Agreement as follows:

MADERA COUNTY TRANSPORTATION COMMISSION

Patricia Taylor
Executive Director

Date

Recipient:
CITY OF MADERA

Name
Title

Date

Approved as to Form:

Attorney
CITY OF MADERA

Date



REGIONAL SURFACE TRANSPORTATION PROGRAM

Policy and Allocation

July 2017

Madera County Transportation Commission
2001 Howard Road, Suite 201
Madera, California 93637
(559) 675-0721
www.maderactc.org

BACKGROUND

The Regional Surface Transportation Program (RSTP) was established by California State Statute utilizing Surface Transportation Program Funds that are identified in Section 133 of Title 23 of the United States Code. This program provides flexible funding that may be used by States and localities for projects to preserve and improve the conditions and performance on any Federal-aid highway, bridge and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital and intercity passenger projects.

RSTP funds originate from the federal excise tax on gasoline. The State of California distributes the funds to regional agencies and counties based on population. The Madera County Transportation Commission (MCTC) is permitted to participate in an exchange of these federal funds to nonfederal State Highway Account funds. Prior to an annual distribution of funds, an Exchange Agreement is executed between MCTC and the State Department of Transportation (CALTRANS). This exchange allows for greater flexibility with fewer administrative burdens.

Exchange funds are subject to financial and compliance audits by the State of California auditors.

ELIGIBLE PROJECTS

The exchange of funds requires agreement to projects defined under Title 23, Section 133 of the Federal Aid for Highway and in accordance with the State of California Constitution. Section 133(b) provides for the following eligible projects:

- (1) Construction, reconstruction, rehabilitation, resurfacing, restoration, and operational improvements for highways (including Interstate highways) and bridges (including bridges on public roads of all functional classifications), including any such construction or reconstruction necessary to accommodate other transportation modes, and including the seismic retrofit and painting of and application of calcium magnesium acetate, sodium acetate/formate, or other environmentally acceptable, minimally corrosive anti-icing and de-icing compositions on bridges and approaches thereto and other elevated structures, mitigation of damage to wildlife, habitat, and ecosystems caused by a transportation project funded under this title.
- (2) Capital costs for transit projects eligible for assistance under chapter 53 title 49, including vehicles and facilities, whether publicly or privately owned, that are used to provide intercity passenger service by bus.
- (3) Carpool projects, fringe and corridor parking facilities and programs, bicycle transportation and pedestrian walkways in accordance with section 217, and the modification of public sidewalks to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

(4) Highways and transit safety infrastructure improvements and programs, hazard eliminations, projects to mitigate hazards caused by wildlife and railway-highway grade crossings.

(5) Highway and transit research and development and technology transfer programs.

(6) Capital and operating costs for traffic monitoring, management, and control facilities and programs, including advanced truck stop electrification systems.

(7) Surface transportation planning programs.

(8) Transportation enhancement activities.

(9) Transportation control measures listed in section 108 (f)(1)(A) (other than clause (xvi)) of the Clean Air Act (42 U.S.C. 7408 (f)(1)(A)).

(10) Development and establishment of management systems under Section 303.

(11) In accordance with all applicable Federal law and regulations, participation in natural habitat and wetlands mitigation efforts related to projects funded under this title, which may include participation in natural habitat and wetlands mitigation banks; contributions to statewide and regional efforts to conserve, restore, enhance, and create natural habitats and wetlands; and development of statewide and regional natural habitat and wetlands conservation and mitigation plans, including any such banks, efforts, and plans authorized pursuant to the Water Resources Development Act of 1990 (including crediting provisions). Contributions to such mitigation efforts may take place concurrent with or in advance of project construction. Contributions toward these efforts may occur in advance of project construction only if such efforts are consistent with all applicable requirements of Federal law and regulations and State transportation planning processes. With respect to participation in a natural habitat or wetland mitigation effort related to a project funded under this title that has an impact that occurs within the service area of a mitigation bank, preference shall be given, to the maximum extent practicable to the use of the mitigation bank if the bank contains sufficient available credits to offset the impact and the bank is approved in accordance with the Federal Guidance for the Establishment, Use and Operation of Mitigation Banks (60 Fed. Reg. 58605 (November 28, 1995)) or other applicable Federal law (including regulations).

(12) Projects relating to intersections that –

(A) have disproportionately high accident rates;

(B) have high levels of congestion, as evidenced by –

(i) interrupted traffic flow at the intersection; and

- (ii) a level of service rating that is not better than “F” during peak travel hours, calculated in accordance with the Highway Capacity Manual issued by the Transportation research Board; and
- (C) are located on a Federal-aid highway.

(13) Infrastructure-based intelligent transportation systems capital improvements.

(14) Environmental restoration and pollution abatement in accordance with Section 328.

(15) Control noxious weeds and aquatic weeds and establishment of native species in accordance with section 329.

AGREEMENT WITH JURISDICTIONS

The following administrative requirements are hereby implemented to assure that the agencies receiving the RSTP funds are using the funds properly, and to assure that MCTC is properly tracking the funds.

1. Project Lists. Each entity shall be required to submit to MCTC an application for eligible projects on which they expect to expend funds. The application will include project name, project description, category of eligibility and the estimated amount of funds to be expended. (Application of RSTP Exchange Funds)
2. Monitoring Report. Each entity shall be required to submit a semi-annual report on the status of the projects. The report shall indicate how funds were expended or explain if funds are being carried over for a larger project. (RSTP Monitoring Report)

RSTP FORMULA DISTRIBUTION

During a normal funding cycle, MCTC receives instructions from the State to begin the process to exchange the RSTP funds sometime during the calendar year, resulting in an executed Exchange Agreement and receipt of funds by or near June 30 of each fiscal year. Upon receipt of the funds, Commission staff will notify the local agencies and request a RSTP Application be completed and submitted for processing of their share of the Exchange funds. The Application highlights how the funds will be used. Upon acceptance of an application, a written agreement will then be drafted and executed with the local agency that will certify that the local agency will comply with all of the applicable rules and regulations of the RSTP Exchange program.

After execution of the agreement and after costs have been incurred, the local agency may submit to the Commission a reimbursement claim for the RSTP Exchange funds. Once the claim is approved, the Fiscal Supervisor will submit a claim to the Madera County Auditor-Controller for payment to the local agency.

Attachment 2

RSTP Exchange Funding Application

MADERA COUNTY TRANSPORTATION COMMISSION

Application for RSTP Exchange Funds

Fiscal Year Cycle:	19/20
Application Number:	1
Applicant Agency:	City of Madera
Project Manager:	Keith Helmuth

PLANNED EXPENDITURES

PROJECT NAME	PROJECT DESCRIPTION (including streets and roads)	CATEGORY OF ELIGIBILITY	ESTIMATED AMOUNT
Olive Ave Widening Project-Gateway Dr to Knox Street (R-000010)	Widen avenue to four lanes for Arterial Street standards, acquire right of way and construct sidewalks. Widen UPRR crossing at SW corner of Olive Avenue and Knox Street	(4) Highways and transit safety infrastructure improvements and programs, hazard eliminations, projects to mitigate hazards caused by wildlife and railway-highway grade crossings (12) Projects relating to intersections that: (A) have disproportionately high accident rates; (B) have high levels of congestion, as evidenced by: (i) interrupted traffic flow at the intersection	\$141,822
Lake- Fourth- Central St Improvements (R-000057)	Improve the intersection to mitigate traffic congestion and safety by installing a traffic signal or a roundabout	(12) Projects relating to intersections that (A) have disproportionately high accident rates; (B) have high levels of congestion, as evidenced by - (i) interrupted traffic flow at the intersection	\$478,377
Almond Ave Extension - Pine to Stadium (R-000082)	Construct the Almond Avenue alignment to a collector street standards from Pine Street to Stadium Road.	(1) Construction, reconstruction, rehabilitation, resurfacing, restoration, and operational improvements for highways (including Interstate highways) and bridges (including bridges on public roads of all functional classifications), including any such construction or reconstruction necessary to accommodate other transportation modes, and including the seismic retrofit and painting of and application of calcium magnesium acetate sodium	\$171,013
TOTAL			\$791,212

Submitted By:

Signature of Authorized Representative

City Engineer, 7/15/2020

Title and Date

Reviewed By:

Signature of MCTC Representative