

REPORT TO CITY COUNCIL

DATE: JUNE 12, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: JESSICA FORTE, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: APPROVE A RESOLUTION AUTHORIZING A FUNDS TRANSFER AGREEMENT WITH CALTRANS FOR BIKE MASTER PLAN IMPLEMENTATION

The purpose of this report is to request approval of the City Council to enter into a Funds Transfer Agreement (FTA) with the California Department of Transportation (Caltrans), accepting \$500,000 for the implementation of the bike master plan during construction of the Annual Street Improvement Project (Project).

Section 19.569, Subdivision (b)(6) of the Budget Act of 2023 appropriated \$500,000 from the State General Fund to Caltrans, to be allocated to the City of Agoura Hills (City). These funds were made possible through an earmark from Assemblymember Jacqui Irwin. The FTA allows for the funding to be allocated as a lump sum in advance of expenditure on the Project.

The City is implementing the California Environmental Quality Act (CEQA) exempt segments of the Draft Bike Master Plan. These segments have been identified for paving, bike lane improvements, traffic signal improvements specific to bike lane improvements and striping. These improvements are all within Public Right of Way, and will connect elementary, middle, and high school locations to the City's backbone network of bike lanes. This effort is an attempt to make biking safer and more convenient for a larger percentage of the City's population.

These funds are likely to be received in late summer or fall from Caltrans. Due to the timing of the funding, and the regulatory process for bidding and contracting, it is not possible to construct these improvements prior to the 2024-25 school year beginning. Due to the proximity of these improvements to all of our schools, staff recommends construction of these improvements be deferred to next summer. Staff further recommends paving of lower Chesebro take place during the summer of 2024 as planned.

In order to enter into this agreement, the City is being required to provide the State with a copy of a resolution of the local governing body which, by law, has the authority to enter into an agreement, authorizing the City Manager to execute amendments or future master

agreements with the State. Therefore, staff recommends the approval of Resolution No. 24-2069, delegating that authority to the City Manager.

FISCAL IMPACT

These funds will be used to construct the Fiscal Year 2025-26 Annual Street Improvement Project, which includes implementation of the Bike Master Plan segments, and received City Council's authorization to bid on May 8, 2024. A budget amendment will be brought to the City Council after the funds have been received, the project has been publicly bid, and staff prepares a recommendation to enter into a construction contract.

RECOMMENDATION

Staff respectfully recommends the City Council

1. Approve the Funds Transfer Agreement Between the California Department of Transportation and the City of Agoura Hills (Project ID PLBP-5435(020), Advantage ID 0724000188); and
2. Adopt Resolution No. 24-2069, authorizing execution of Administering Agency-State Master Agreements for State and Federal-Aid Funded Projects; and
3. Authorize the City Manager to sign the attached Funds Transfer Agreement.

Attachments: Resolution No. 24-2069
Funds Transfer Agreement

Attachment 1

Resolution 24-2069

RESOLUTION NO. 24-2069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE FUND TRANSFER AGREEMENT PLBP-5435(020) ADVANTAGE ID 0724000188 ADMINISTERING AGENCY-STATE FUND TRANSFER AGREEMENT FOR A STATE-FUNDED PROJECT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Agoura Hills is eligible to receive State funding for the Bike Master Plan Implementation, a Transportation Project through the California Department of Transportation; and

WHEREAS, Fund Transfer Agreements must be executed with the California Department of Transportation before such funds can be claimed; and

WHEREAS, the City of Agoura Hills wishes to delegate the authority to execute these agreements and any amendments thereto to the City Manager.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Agoura Hills does hereby authorize the City Manager to execute Fund Transfer Agreement Between the California Department of Transportation and the City of Agoura Hills for the State Funded Project ID PLBP-5435(020) Advantage ID 0724000188, and any amendments thereto with the California Department of Transportation.

PASSED, APPROVED, AND ADOPTED, this 12th day of June 2024, by the following vote to wit:

AYES: ()
NOES: ()
ABSENT: ()
ABSTAIN: ()

Illece Buckley Weber, Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Attachment 2

Funds Transfer Agreement Between the California Department of
Transportation and the City of Agoura Hills

Project ID PLBP-5435(020)
Advantage ID 0724000188

Funds Transfer Agreement Between the California Department of Transportation and the City of Agoura Hills

- 1.1 The California Department of Transportation (Caltrans) and the City of Agoura Hills hereby enter into this Funds Transfer Agreement (Agreement) on the terms and conditions set forth below.
- 1.2 This Agreement is not valid until signed by both parties. This Agreement shall expire on City of Agoura Hills' completion of its obligations under this Agreement but may be extended by amending this Agreement.

BACKGROUND

- 2.1 Section 19.569, subdivision (b)(6) of the Budget Act of 2023 (the Act) appropriated \$500,000 (the Funds) from the State General Fund to Caltrans, to be allocated to City of Agoura Hills for the Bike Master Plan Implementation.
- 2.2 Caltrans determined the best method for allocation to ensure the funds are used for the purposes specified in Section 19.569 of the Act is a funds transfer agreement.
- 2.3 The City of Agoura Hills is beginning to implement the CEQA exempt segments of its Draft Bike Master Plan. The segments have been identified for paving, bike lane improvements, traffic signal improvements specific to bike lane improvements, and striping. These improvements are all on Public Right of Way, and will connect elementary, middle, and high schools to the City's backbone network of bike lanes, in an attempt to make biking safer and more convenient for a larger percentage of the City's population.

SCOPE OF WORK

- 3.1 The Funds provided under this Agreement will be used to pave and stripe local roads to implement portions of the City of Agoura Hills' Draft Bike Master Plan and include 20% administration costs of the project through City Staff (Project).

The project limits include the following segments of City roadway:

- Lake Lindero Drive, between Thousand Oaks Boulevard and Canwood Street
- Canwood Street, between Lake Crest Drive and Reyes Adobe Road

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- Reyes Adobe Road, between Thousand Oaks Boulevard and Passageway Place
- Thousand Oaks Boulevard, between Kanan Road and the east most limit of Thousand Oaks Boulevard
- Argos Street, between Thousand Oaks Boulevard and West Driver Avenue
- West Driver Avenue, between Argos Street and Easterly Road

It is anticipated that the funds appropriated by this act may not cover the entire cost of the project, and the City anticipates using SB-1 as necessary to complete the road and striping improvements listed. The SB-1 funding is NOT match funding, it will only be used to close any gap in funding once the bids are opened.

Deliverables shall include the final bid documents, Contract Documents, Notice to Proceed, any Contract Change Orders, Notice of Completion, and documentation regarding administrative time, necessary to pave and restripe the roadway segments listed above.

- 3.2 City of Agoura Hills shall only use Funds for the Project specified in the Act. City of Agoura Hills' self- attestation verifying the intended use of funds shall be provided to the Department prior to the release of any funds.

FUNDING, COSTS, COST LIMITATION, & PAYMENT

- 4.1 The Funds will be encumbered within 2 days of the effective date of this Agreement. Pursuant to Section 19.569 of the Act, funds must be encumbered by June 30, 2025, and expended by June 30, 2027, or the funds will revert to the State's General Fund by operation of law.
- 4.2 Payments shall be made as authorized by Sections 19.569(a) of the Act, including, but not limited to the provisions noted below:
- a. Notwithstanding any other law, a designated state entity administering an allocation pursuant to this section may provide the allocation as an advance lump sum payment, and the allocation may be used to pay for costs incurred prior to the effective date of the act adding this paragraph.
 - b. Funding provided in this section shall not be used for a purpose subject to Section 8 of the Article XVI of California Constitution.
- 4.3 Within 30 days of expending all of the Funds or upon completion or termination of Project, whichever comes first, the City of Agoura Hills shall

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submit to Caltrans a Project Closeout Report. The Project Closeout Report at a minimum shall include LAPM Exhibit 17-M, photos of the completed project (including before photos if available), a description of completed Project component(s) and a description of project deliverables.

- 4.4 Any Project costs paid using the Funds that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR, Part 200, are subject to repayment by City of Agoura Hills to Caltrans.
- 4.5 City of Agoura Hills shall return any unspent Funds to Caltrans at the conclusion, completion, or termination of the Project.
- 4.6 Upon written demand by Caltrans, any overpayment to City of Agoura Hills of amounts invoiced by Caltrans shall be returned to Caltrans.
- 4.7 Should City of Agoura Hills fail to refund any moneys due Caltrans as provided herein or should City of Agoura Hills breach this AGREEMENT by failing to complete Project without adequate justification and approval by Caltrans, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES, Caltrans, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amounts paid by or owed to Caltrans for each Project, from future apportionments or any other funds due City of Agoura Hills from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future state-funded projects proposed by ADMINISTERING AGENCY.

INQUIRIES & NOTICES

- 5.1 All inquiries during the term of this Agreement will be directed to the representatives listed below:

For Caltrans:

Name: Irene Dong
Address:
Phone Number: (213) 310-2945
Email: irene.w.dong@dot.ca.gov

For City of Agoura Hills:

Name: Jessica Forte
Address: 30001 Ladyface Court,
Agoura Hills, CA 91364
Phone Number: 818-597-7343
Email: jforte@agourahillscity.org

- 5.2 Each party may change their representative listed above upon 10 calendar days' written or emailed notice to the other party and without the need for amending this Agreement.

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OTHER TERMS & CONDITIONS

6.1 Drug-Free Workplace Requirements: City of Agoura Hills will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:
1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and City of Agoura Hills may be ineligible for award of any future State agreements if Caltrans or the State Department of General Services determines that any of the following has occurred: City of Agoura Hills has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

6.2 Conflict of Interest: City of Agoura Hills needs to be aware of the following provisions regarding current or former state employees. If City of Agoura Hills has any questions on the status of any person rendering services or involved with the Agreement, Caltrans must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives

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compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If City of Agoura Hills violates any provisions of above paragraphs, such action by City of Agoura Hills shall render this Agreement void. (Pub. Contract Code § 10420.) If the Agreement is rendered void, City of Agoura Hills shall return all Funds.

- 6.3 Labor Code/Workers' Compensation: City of Agoura Hills needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and City of Agoura Hills affirms to comply with such provisions before commencing the performance of the work described in this Agreement. (Labor Code § 3700.)
- 6.4. Americans With Disabilities Act: City of Agoura Hills assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)

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- 6.5. City of Agoura Hills Name Change: An amendment is required to change City of Agoura Hills' name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- 6.6. Resolution: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 6.7. Air or Water Pollution Violation: Under State law, City of Agoura Hills shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 6.8. Audit: City of Agoura Hills agrees that Caltrans, the California Department of General Services, the California State Auditor's Office, or other State agency with a legitimate business purpose, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. City of Agoura Hills agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
- 6.9. Amendments: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. Any amendment signed by City of Agoura Hills must be approved by its local governing body as evidenced by a resolution, order, motion, or ordinance of the City of Agoura Hills and a copy provided to Caltrans. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
- 6.10. Caltrans and City of Agoura Hills shall continue with their responsibilities under this Agreement during any dispute.
- 6.11 This Agreement may be executed in separate counterparts.

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- 6.12 An electronically signed copy of this Agreement shall have the same force and effect as if it were signed manually.
- 6.13 Should City of Agoura Hills be declared to be in breach of this AGREEMENT or otherwise in default thereof by Caltrans, and if City of Agoura Hills is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, Caltrans is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against City of Agoura Hills or its constituent member entities, to recover all funds provided by Caltrans hereunder.

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State:


STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
Printed Name: Ann Fox
Signature: _____
Acting Deputy Director for Planning & Modal
Programs
Date: _____

Local Agency:

City of Agoura Hills
Printed Name: Illece Buckley Weber
Signature: _____
Title: Mayor, City of Agoura Hills
Date: _____

Accounting Certification

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Pauline Wong		5/14/2024	\$500,000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified