

**PROGRAM SUPPLEMENT NO.** 00000A557  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR STATE FUNDED PROJECTS NO** 08-5441S21

**Adv. Project ID** 0824000141  
**Date:** May 14, 2024  
**Location:** 08-RIV-0-MORV  
**Project Number:** LTCAPL-5441(084)  
**E.A. Number:**  
**Locode:** 5441

This Program Supplement, effective 03/22/2024, hereby adopts and incorporates into the Administering Agency-State Agreement No. 08-5441S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 02/14/2022 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. **2017-14** approved by the ADMINISTERING AGENCY on **Mar. 21, 2017** (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 encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:** Area bounded by Locust Avenue on the north, State Route 60 freeway on the south, Moreno Beach Drive on the east, and Nason Street on the west.


**TYPE OF WORK:** Construct 240,000 square feet Reche Canyon Detention Basin and install 8,000 linear feet storm pipe. **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$700,000.00	\$700,000.00		\$0.00	\$0.00

**CITY OF MORENO VALLEY**

By   
 Title Public Works Director/City Engineer  
 Date 5/15/24  
 Attest \_\_\_\_\_

**STATE OF CALIFORNIA**  
**Department of Transportation**

By   
 FOR **Chief, Office of Project Implementation**  
**Division of Local Assistance**  
 Date 5/16/2024

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

**Accounting Officer** Tam Dang **Date** 5/14/2024 **\$700,000.00**

## SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC Local Transportation Climate Adaptation Program (LTCAP) guidelines and the SB1 Accountability and Transparency guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Senate Bill 198 (SB 198) and/or Federal funds from the Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) funds for LTCAP. Funding may be provided under one or more components. A component specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. All obligations of STATE funds under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds. ADMINISTERING AGENCY agrees to use eligible matching funds of the type identified in its project application/nomination, for the required dollar for dollar minimum local match to the LTCAP funds.

D. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

E. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions. Approved supplementary allocations and time extensions made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Time Extension Letter, and Finance Letter, as appropriate.

F. This PROJECT is subject to the timely use of funds provisions enacted by the LTCAP guidelines and SB1 Accountability and Transparency guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below. Funds

## SPECIAL COVENANTS OR REMARKS

allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated. Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

G. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

H. 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.

I. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

J. 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 LAPM, LTCAP Guidelines, and SB1 Accountability and Transparency Guidelines.

K. To satisfy the SB1 Accountability and Transparency requirements, ADMINISTERING AGENCY agrees to:

## SPECIAL COVENANTS OR REMARKS

1) Submit Progress Reports on the activities, expenditures, and progress made towards implementation of the PROJECT, as applicable. Changes to the scope and budget from the CTC approved project application/nomination shall also be identified in these reports. The Progress Reports shall be submitted to the Division of Local Assistance - Office of Innovative Programs via the official reporting tool.

2) Submit a Completion Report after each phase using LTCAP funds is completed and a Final Delivery Report to the CTC, within six months of the PROJECT construction contract being accepted, on the scope of the completed PROJECT, its final costs as compared to the project budget in its project application/nomination, its duration as compared to the project schedule in its application/nomination, and performance outcomes derived from the PROJECT as compared to those described in the project application/nomination.

L. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Internal Audits Office (CIAO) requirements which may be accessed at: <https://dot.ca.gov/programs/audits>.

ADMINISTERING AGENCY agrees to comply with, and requires all sub-recipients and project sponsors to comply with, 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items. Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 31, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

M. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Local Transportation Climate Adaptation Program guidelines, as adopted or amended.

### **SPECIAL COVENANTS OR REMARKS**

N. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

RESOLUTION NO. 2017-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND AUTHORIZING EXECUTION OF THE MASTER AGREEMENT, ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 08-5441F15 BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION AND THE CITY OF MORENO VALLEY, ALSO, AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE ALL MASTER AGREEMENTS, PROGRAM SUPPLEMENT AGREEMENTS, FUND EXCHANGE AGREEMENTS AND/OR FUND TRANSFER AGREEMENTS AND ANY AMENDMENT THERETO WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, UPON APPROVAL OF THE CITY ATTORNEY

WHEREAS, the City of Moreno Valley is eligible to receive Federal funding for certain transportation projects, through the California Department of Transportation (Caltrans); and

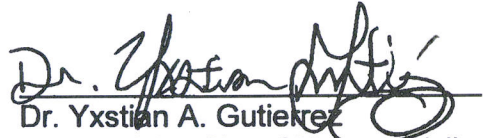
WHEREAS, Master Agreements, Program Supplement Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements and any amendments need to be executed with the California Department of Transportation before such funds could be claimed;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

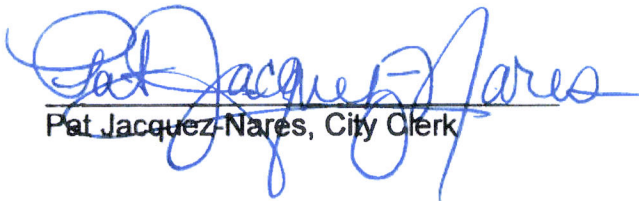
The Public Works Director has been authorized to execute the Master Agreement, Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 08-5441F15 with the California Department of Transportation.

The City of Moreno Valley hereby delegates authorization to the Public Works Director to execute all Master Agreements, Program Supplement Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation, upon approval of the City Attorney.

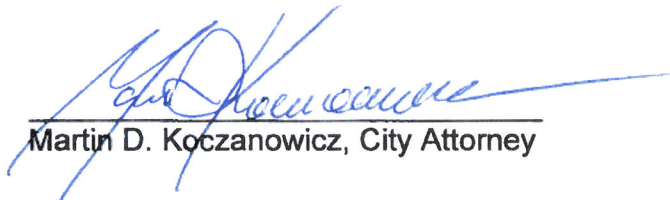
APPROVED AND ADOPTED this 21<sup>st</sup> day of March, 2017.

  
Dr. Yxstian A. Gutierrez  
Mayor of the City of Moreno Valley

ATTEST:

  
Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

  
Martin D. Koczanowicz, City Attorney

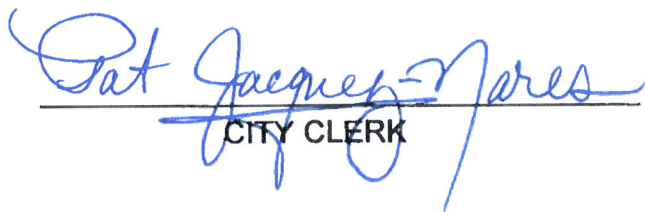


**RESOLUTION JURAT**

STATE OF CALIFORNIA        )  
COUNTY OF RIVERSIDE     ) ss.  
CITY OF MORENO VALLEY    )

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2017-14 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21<sup>st</sup> day of March, 2017 by the following vote:

- AYES:        Council Members Marquez, Giba, Mayor Pro Tem Baca, and Mayor Gutierrez
- NOES:        None
- ABSENT:     None
- ABSTAIN:    None

  
\_\_\_\_\_  
CITY CLERK

(SEAL)