

Funds Transfer Agreement Between the California Department of Transportation and the City of Alameda

- 1.1 The California Department of Transportation (Caltrans) and the City of Alameda (Agency) 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 Agency's completion of its obligations under this Agreement but may be extended by amending this Agreement.
- 1.3 Alameda County is not participating in the Project and have indicated to Caltrans, Agency and the City of Emeryville that they do not wish to receive the funds described in Section 2.1 of this document.
- 1.4 The Agency and City of Emeryville agree to split evenly the funds described in Section 2.1 of this document.

BACKGROUND

- 2.1 Section 19.569, subdivision (b)(4) of the Budget Act of 2023 (the Act) appropriated \$750,000 from the State General Fund to Caltrans, to be allocated to the Agency and the City of Emeryville, or the County of Alameda. The County of Alameda having agreed not to receive the funds, and the Agency and the City of Emeryville having agreed to split the funds evenly, the Agency will receive \$375,000 (the Funds) for the Corridor Improvement.
- 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 **Project Needs:** The City of Alameda identified the Lincoln Avenue/Marshall Way/Pacific Avenue (Lincoln/Marshall/Pacific) corridor between Alameda Point at Main Street/Central Avenue/Pacific Avenue and Broadway in the east end of town as a high priority for safety and mobility improvements. The Lincoln/Marshall/Pacific corridor is over three miles long, serves multiple destinations including schools, commercial districts and parks, and is also a Tier 1 high-injury corridor with several high crash intersections according to the City's Vision Zero Action Plan. The Lincoln/Marshall/Pacific corridor sees different levels of equity priority areas with the western portion as having the highest level of social vulnerability in the city and the area east and west of Park Street as also having high social vulnerability characteristics.

Funds Transfer Agreement Between the California Department of Transportation
and the [City of Alameda](#)

Project Goals: To reduce crashes and improve safety for pedestrians, cyclists and motorists, the project includes a road diet - going from four to three travel lanes with a center turn lane and bike lanes - as well as a roundabout at Lincoln Avenue/Fifth Street/Marshall Way, flashing beacons, pedestrian/bicycle signals, modernized traffic signals, crosswalk improvements, school frontage improvements, stormwater gardens and best practices, street trees, disabled parking and loading zones, improved lighting and bus stop enhancements.

SCOPE OF WORK

3.1 The Funds provided under this Agreement will be used to [complete 65% design drawings for the Lincoln/Marshall/Pacific corridor improvement](#) (Project), which will include stormwater best practices due to sea level and groundwater rise as well as the increased frequency of atmospheric rivers. The Project end points are between Alameda Point at Main Street/Central Avenue/Pacific Avenue and Broadway in the east end of town. The best practice stormwater deliverables include:

- Alternatives Analysis
- Preliminary hydrologic modeling
- Hydrologic and hydraulic modeling
- Draft 35% design plans, quantities, cost estimate, and report
- Preliminary 65% design plans, specifications, quantities, cost estimate, and design report

Work will be done in accordance with the following City standard or guideline documents:

- C.3 Stormwater Technical Guidance (2023)
- California Regional Water Quality Control Board San Francisco Bay Region Municipal
- Regional Stormwater NPDES Permit (2022)
- Green Infrastructure Facility Sizing for Non-Regulated Street Projects (2017)
- Storm Drain Master Plan (2008)
- City of Alameda – The Response of the Shallow Groundwater Layer and Contaminants to Sea
- Level Rise (Groundwater Report, 2020)
- Bay Area Stormwater Management Agencies Association (BASMAA) Green Infrastructure
- Facility Sizing for Non-Regulated Street Projects Report
- Caltrans Standard Plans and Specifications (2023)
- City of Alameda Standard Plans (2021)

Funds Transfer Agreement Between the California Department of Transportation
and the [City of Alameda](#)

- 3.2 [Agency](#) shall only use Funds for the Project specified in the Act. [Agency's](#) 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, [Agency](#) shall 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 [Agency](#) to Caltrans.
- 4.5 [Agency](#) 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 [Agency](#) of amounts invoiced by Caltrans shall be returned to Caltrans.
- 4.7 Should [Agency](#) fail to refund any moneys due Caltrans as provided herein or should [Agency](#) 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,

Funds Transfer Agreement Between the California Department of Transportation
and the [City of Alameda](#)

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 [Agency Title] 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: Lateef Saeed
Address: California Department of
Transportation 111 Grand Avenue,
Suite 12-600, MS: 10B Oakland, CA
94612
Phone Number: (510) 847-9789
Email: Lateef.Saeed@dot.ca.gov

For City of Alameda:

Name: Gail Payne, Project
Manager
Address: City Hall, 2263 Santa
Clara Avenue, Room 120
Phone Number: 510-747-6892
Email: gpayne@alamedaca.gov

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.

OTHER TERMS & CONDITIONS

6.1 Drug-Free Workplace Requirements: [Agency](#) 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,

Funds Transfer Agreement Between the California Department of Transportation
and the [City of Alameda](#)

- 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 [Agency](#) 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: [Agency](#) 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: [Agency](#) needs to be aware of the following provisions regarding current or former state employees. If [Agency](#) 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 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

Funds Transfer Agreement Between the California Department of Transportation
and the [City of Alameda](#)

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 [Agency](#) violates any provisions of above paragraphs, such action by [Agency](#) shall render this Agreement void. (Pub. Contract Code § 10420.) If the Agreement is rendered void, [[Agency Title](#)] shall return all Funds.

- 6.3 Labor Code/Workers' Compensation: [Agency](#) 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 [Agency](#) 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: [Agency](#) 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.)
- 6.5. Agency Name Change: An amendment is required to change [Agency's](#) 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, [Agency](#) 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.

Funds Transfer Agreement Between the California Department of Transportation
and the [City of Alameda](#)

- 6.8. Audit: [Agency](#) 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. [Agency](#) 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 [Agency](#) must be approved by its local governing body as evidenced by a resolution, order, motion, or ordinance of the [Agency](#) 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 [Agency](#) shall continue with their responsibilities under this Agreement during any dispute.
- 6.11 This Agreement may be executed in separate counterparts.
- 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 [Agency](#) be declared to be in breach of this AGREEMENT or otherwise in default thereof by Caltrans, and if [Agency](#) 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 [Agency](#) or its constituent member entities, to recover all funds provided by Caltrans hereunder.

Funds Transfer Agreement Between the California Department of Transportation
and the [City of Alameda](#)

State:

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


Local Agency:

[City of Alameda](#)
Printed Name: Jennifer Ott _____
Title: City Manager _____

Signature: _____
Date: _____

Accounting Certification

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jie Chen		07/30/2024	\$375,000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified