



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 20, 2007

IN REPLY PLEASE
REFER TO FILE: PD-5

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**BUS STOP ENHANCEMENT PROGRAM GRANT-PHASE V
FOOTHILL TRANSIT
SUPERVISORIAL DISTRICTS 1, 4, AND 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this project is exempt from the California Environmental Quality Act.
2. Accept the Bus Stop Enhancement Program Grant, Phase V, from Foothill Transit as the pass-through agency for the Federal Transit Administration (FTA) in the amount of \$35,000 for each of the First, Fourth, and Fifth Supervisorial Districts, for a total amount of \$105,000, to finance a portion of the cost to install solar-powered, nonadvertising bus stop shelters at five existing bus stops within various unincorporated County areas of the First Supervisorial District, at four existing bus stops within various unincorporated County areas of the Fourth Supervisorial District, and four existing bus stops within various unincorporated County areas of the Fifth Supervisorial District.
3. Authorize the Director of Public Works, or his designee, to act as an agent for the County of Los Angeles when conducting business with Foothill Transit and the FTA for and on behalf of the County of Los Angeles on any and all matters related to this grant, including negotiating and executing a grant Agreement substantially similar to the enclosed

Agreement and signing any amendments, certifications, and requests for reimbursement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 30, 2006, grant applications were submitted to Foothill Transit for the Bus Stop Enhancement Program Grant, Phase V, to enhance bus stop security and safety by installing solar-powered nonadvertising bus stop shelters at bus stops within unincorporated areas of the County. On November 21, 2006, we were notified by Foothill Transit of the decision to award Public Works a total of \$105,000, including \$35,000 for each of the First, Fourth, and Fifth Supervisorial Districts.

The use of solar power technology to illuminate these bus stop shelters will be more cost-effective than direct electrical power since it will eliminate the need for trenching, fees for connecting to existing power lines, and the regular monthly utility fees. It will also reduce our dependence on electrical energy resources.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility by actively seeking external funding sources. This action also supports the County Strategic Plan Goal of Service Excellence by enhancing the safety and security of the public transit patrons at bus stops.

FISCAL IMPACT/FINANCING

The total project cost is estimated to be approximately \$214,000. The County will receive a fixed reimbursement of \$105,000 under the Bus Stop Enhancement Program, Phase V, administered by Foothill Transit as long as the total project cost exceeds \$105,000. The total project cost is estimated to be \$214,000 and will be included in the proposed Fiscal Year 2007-08 Transit Enterprise Fund budget. The First, Fourth, and Fifth Supervisorial Districts' shares of \$47,000, \$31,000, and \$31,000, respectively, will be financed from their 2007-08 Proposition A Local Return Transit Programs. There will be no impact to the County's General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, your Board approved guidelines to be followed in the acceptance of any grant of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is enclosed for your review.

The enclosed draft grant Agreement has been approved as to form by County Counsel. The final Agreement will be approved by County Counsel prior to its execution by the Director of Public Works, or his designee.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their action. The proposed project is categorically exempt pursuant to Section 15303(e) of the California Environmental Quality Act guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

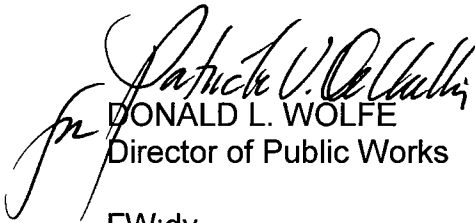
The installation of illuminated bus stop shelters will enhance the safety and security of transit patrons in various unincorporated County areas of the First, Fourth, and Fifth Supervisorial Districts.

The Honorable Board of Supervisors
February 20, 2007
Page 4

CONCLUSION

Upon approval, please return two adopted copies of this letter to Public Works.

Respectfully submitted,


DONALD L. WOLFE
Director of Public Works

FW:dv

C070642

P:\pdpub\Transit\FACILITIES\SHELTERS\FOOTHILL TRANSIT GRANT - PHASE V\BoardLetterFoothillTransitGrantPhaseV.doc

Enc. 2

cc: Chief Administrative Office
County Counsel
Foothill Transit (Henry Lopez)

**Agreement between
Foothill Transit
and
County of Los Angeles**

This Agreement is made and entered into as of date the last Party signs this Agreement, by and between **FOOTHILL TRANSIT**, a joint powers agency organized under the laws of the State of California with its principal place of business at 100 North Barranca Avenue, Suite 100, West Covina, California 91791-1600 ("FOOTHILL TRANSIT") and the **COUNTY OF LOS ANGELES**, a body corporate and politic place of business at the Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012 (hereinafter "LA COUNTY"). FOOTHILL TRANSIT and LA COUNTY are sometimes individually referred to as a "Party" and collectively as "Parties."

WHEREAS, FOOTHILL TRANSIT is the primary bus service provider for the Pomona and eastern San Gabriel Valleys and,

WHEREAS, FOOTHILL TRANSIT has developed a Bus Stop Enhancement Program – Phase V in order to provide cities within its service area with the funding for bus stop enhancements, and

WHEREAS, LA COUNTY, is located in the service area of Foothill Transit, and has filed an application with FOOTHILL TRANSIT for grant funding from the Bus Stop Enhancement Program – Phase V.

NOW THEREFORE, the parties agree as follows:

1. LA COUNTY agrees that it will construct the bus stop enhancements ("the Enhancements") in accordance with the, record design and construction drawings (Record Drawings) approved by Foothill Transit no later than August 28, 2007.
2. FOOTHILL TRANSIT agrees to grant LA COUNTY a one-time reimbursement of funds actually expended by LA COUNTY for Enhancements in an amount not to exceed \$105,000.00 (Grant Amount) for purchase and installation of bus stop shelters, trash receptacles and benches. The reimbursement will be limited solely to the Enhancements shown on the approved Record Drawings.
3. LA COUNTY shall submit monthly update reports, via e-mail or other mutually acceptable method, to FOOTHILL TRANSIT concerning the status of the Improvements until 100% completion.
4. The furnishing of all supplies, equipment, installation and labor required for the Enhancements will be the responsibility of LA COUNTY.
5. LA COUNTY shall design and construct the Enhancements in accordance with the all applicable standards, codes, and regulations.
6. LA COUNTY shall ensure that all bus stops constructed under the Bus Stop Enhancement Program meet the applicable Accessibility Guidelines for Transportation Facilities set out as Appendix A to 49 C.F.R. Part 37.
7. LA COUNTY shall submit to FOOTHILL TRANSIT its invoice requesting reimbursement, together with a detailed itemization of costs incurred for which reimbursement is sought,

within thirty (30) days of the Enhancements being accepted by the County of Los Angeles Board of Supervisors. When the Enhancements are deemed by FOOTHILL TRANSIT to be complete, FOOTHILL TRANSIT will reimburse LA COUNTY for all approved costs which do not exceed the Grant Amount, within thirty (30) days of LA COUNTY's invoice.

8. Following completion of the Enhancements, LA COUNTY shall maintain the Enhancements in good condition, including the physical integrity and appearance of the shelter and bus stop modules, and provide repairs as needed at the sole expense of LA COUNTY.
9. Neither FOOTHILL TRANSIT, nor any of its officers and management consultant staff shall be liable for any loss, injury or damage occurring by reason of any acts or omissions by LA COUNTY, its officers, employees, agents or contractors under or in connection with this Agreement. Pursuant to Government Code, Section 895.4, LA COUNTY agrees to indemnify and hold harmless FOOTHILL TRANSIT, its officers, management consultant staff, and independent contractors, from and against any and all liability or expense, including any claim of liability, and any and all losses or costs (including reasonable legal expenses and costs of expert witnesses and consultants) arising from any actions or failures to act by LA COUNTY pursuant to or in furtherance of this Agreement.
10. LA COUNTY further agrees to indemnify, and hold harmless FOOTHILL TRANSIT, its liability or expense, officers and management consultant staff from and against any and all including any claim of liability, and any and all losses or costs (including reasonable legal expenses and costs of expert witnesses and consultants) that may imposed upon FOOTHILL TRANSIT solely by virtue of the provisions of Section 895.2 of the California Government Code.
11. LA COUNTY shall ensure its contractors comply with the provisions of the Davis-Bacon Act, 40 U.S.C. 276a through 276a(7), implement Department of Labor Regulations at 29 C.F.R. Part 5. LA COUNTY shall ensure its contractor comply with the clauses provided in 29 C.F.R. 5.5(a) as if such clauses were set forth in their entirety in this Agreement.
12. LA COUNTY shall ensure its contractors comply with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330, and implementing Department of Labor regulations at 29 C.F.R. Part 5 and 1926. LA COUNTY shall ensure its contractors comply with the clauses set forth at 29 C.F.R. 5-5(b) as if such clauses were set forth in their entirety in this Agreement.
13. LA COUNTY shall ensure its contractors comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. 74 and 40 U.S.C. 276c and implementing Department of Labor regulations set forth at 29 C.F.R. Part 3.
14. By executing this Agreement, LA COUNTY acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties under the program Fraud Civil Remedies Act of 1986.
15. LA COUNTY recognizes that this Agreement includes, in part, certain terms and conditions required by the Federal Transit Administration, whether or not expressly set forth in the Agreement. All terms and conditions required by the Federal Transit

Administration, as set forth in FTA Circular 4220.1 (in effect as of the date of this Contract) are hereby incorporated by reference. If any of the provisions of this Agreement are contrary to the Federal Transit Administration's mandated terms and conditions, such FTA mandated terms and conditions shall be deemed to control.

16. LA COUNTY shall not intentionally perform any act, or intentionally fail to perform any act, or refuse to comply with any requests of Foothill Transit which would cause Foothill Transit to be in violation of the Federal Transit Administration terms and conditions.

17. Any correspondence, communication or contact concerning this Agreement shall be directed to the following:

LA COUNTY:

Donald L. Wolfe
Director of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803

FOOTHILL TRANSIT:

Doran J. Barnes
Executive Director
Foothill Transit
100 N. Barranca Ave., Suite 100
West Covina, CA 91791

18. In witness thereof, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by the LA COUNTY on _____, 2006 and by Foothill Transit on _____, 2006.

FOOTHILL TRANSIT

COUNTY OF LOS ANGELES

By: _____
Doran J. Barnes
Executive Director

By: _____
Donald L. Wolfe
Director of Public Works

Approved as to Form
County Counsel

By: _____
Edward J. Gill Jr.
Special Counsel to Foothill Transit

By: _____
Deputy

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: Public Works		
Grant Project Title and Description		
Installation of solar-powered bus stop shelters – Foothill Transit: Install 13 non-advertising, solar-powered bus stop shelters at existing bus stops within the unincorporated County areas of the First, Fourth, and Fifth Supervisorial Districts.		
Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
Foothill Transit	FTA Section 5307	March 31, 2007
Total Amount of Grant Funding: \$105,000		County Match: \$109,000*
Grant Period: 18 months	Begin Date: 2/12/2007	End Date: 8/12/2008
Number of Personnel Hired Under This Grant: 0	Full Time: 0	Part Time: 0
Obligations Imposed on the County When the Grant Expires		
Will all personnel hired for this program be informed this is a grant-funded program?	<input type="checkbox"/>	N/A
Will all personnel hired for this program be placed on temporary ("N") items?	<input type="checkbox"/>	N/A
Is the County obligated to continue this program after the grant expires?	<input type="checkbox"/>	N/A
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	<input type="checkbox"/>	N/A
b.) Identify other revenue sources (describe below)	<input type="checkbox"/>	N/A
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	<input type="checkbox"/>	N/A
Impact of additional personnel on existing space:		
None		
Other requirements not mentioned above:		
Notes: * Hard Costs: \$37,350, Soft Costs: \$71,650		

Department Head Signature *Patrick V. DeWalt*

Date: 2-07-2007