# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

JAMES A. NOYES, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

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


April 1, 2004

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:

**ACCEPT THE BUS STOP ENHANCEMENT PROGRAM GRANT FROM FOOTHILL TRANSIT FOR SOLAR LIGHT POLE INSTALLATION AT BUS STOPS**
**SUPERVISORIAL DISTRICT 1**
**3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the Foothill Transit Solar Light Poles project to install solar-powered lights and transit information kiosks at 28 existing bus stops in various unincorporated County areas is exempt from the California Environmental Quality Act.

2. Accept the Bus Stop Enhancement Program Grant, Phase IV, from Foothill Transit in the amount of $35,000 for the installation of 28 stand-alone, solar light poles at various nonilluminated Foothill Transit bus stops.

3. Authorize the Director of Public Works, or his designee, to conduct business with Foothill Transit on any and all matters related to this grant including negotiating and executing a grant agreement substantially similar to the contract presented in Attachment A and any amendments for and on behalf of the County of Los Angeles as well as signing the requests for disbursement.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County's Grant Policy requires that your Board accept and approve this grant. We are requesting your Board to authorize the Director of Public Works, or his designee, to take any necessary actions in furtherance of the Bus Stop Enhancement Program grant including negotiating and executing the grant agreement substantially similar to the enclosed contract and any amendments for and on behalf of the County of Los Angeles as well as signing the requests for disbursement.

On November 30, 2003, under authority delegated in the Board-approved grant policy, we submitted grant applications to Foothill Transit for the Bus Stop Enhancement Program Grant, Phase IV, to enhance bus stop security and safety by installing stand-alone, solar light poles at nonilluminated bus stops within specific unincorporated areas of the County. On January 21, 2004, Foothill Transit notified the County of Los Angeles Department of Public Works that it was awarded $35,000, the maximum application amount available under the Foothill Transit Bus Stop Enhancement Program. Acceptance of this grant will provide revenue to implement this project in the unincorporated areas of the First Supervisorial District.

We have determined that the use of solar power technology to illuminate bus stops will be more cost-effective than direct electrical power since it will eliminate the need for trenching, connection fees to existing power lines, and the regular monthly utility fees. It will also lessen our dependability on electrical energy resources.

### Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Fiscal Responsibility and Children and Families Well-Being. Utilizing grant funding to maximize improvements to public infrastructure will strengthen the County's fiscal capacity. Children and Families Well-Being will be improved by enhancing the safety and security of pedestrian community at bus stops.

## FISCAL IMPACT/FINANCING

The total project cost is estimated to be $66,920. We will receive a fixed $35,000 reimbursement through the Bus Stop Enhancement Program grant from Foothill Transit regardless of total project cost. The total project cost of $66,920 is included in the Fiscal Year 2003-04 Proposition A Local Return Transit Enterprise Fund, which will be financed by the First Supervisorial District's share of this fund. This action will have no impact on the County General Fund.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Accepting the grant and delegating authority to the Director of Public Works, or his designee, to conduct business with Foothill Transit on issues pursuant to this grant will expedite the project delivery process. Your action will permit the Bus Stop Enhancement Program grant agreement to be executed by the Director, or his designee.

The Bus Stop Enhancement Program agreement between the County and Foothill Transit will authorize the County to accept the Bus Stop Enhancement Program grant amount of $35,000 from Foothill Transit for the installation of 28 stand-alone, solar light poles at Foothill Transit stops in the First Supervisorial District. This agreement has been approved as to form by County Counsel.

## ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their action. The project qualifies for a categorical exemption pursuant to Section 15301(c) of the California Environmental Quality Act.

## IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services.

**CONCLUSION**

Please return one approved copy of this letter to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

FW:rmr
C041337
P:\pdpub\PUBLIC\TRANSIT\SHELTERS\FOOTHILL TRANSIT GRANT\BoardLetterFoothillTransitGrantPhaseIV.doc

Enc.

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_____, 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, with its principal place of business at **the Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012** ("COUNTY"). FOOTHILL TRANSIT and COUNTY are sometimes referred to 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 the Bus Stop Enhancement Program to aid cities within the service area of FOOTHILL TRANSIT with the funding of bus stop enhancements; and,

Whereas, 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;

Now, therefore, the Parties agree as follows:

1. COUNTY agrees to install solar-powered lights and transit-information kiosks, collectively known the "Enhancements" or the "Enhancements Project", at existing FOOTHILL TRANSIT bus stop shelters in specific unincorporated County areas.

2. COUNTY agrees to provide FOOTHILL TRANSIT with approved design drawings, or "Record Drawings" (specifications and related drawings in connection with the Enhancements Project) no later than _____for FOOTHILL TRANSIT's approval. If the Record Drawings are not provided by this date, and FOOTHILL TRANSIT has not approved an extension of this Agreement in advance, in writing, this Agreement shall terminate and be of no further force or effect.

3. FOOTHILL TRANSIT agrees to grant the COUNTY a one-time reimbursement of funds actually expended by COUNTY for the Enhancements Project in an amount not to exceed **$35,000** ("Grant Amount"). The reimbursement will be limited solely to the Enhancements Project shown on the approved Record Drawings.

4. The COUNTY agrees to complete the Enhancements Project to FOOTHILL TRANSIT's satisfaction by_____. If the

Enhancements Project is not substantially completed by this date, as determined in good faith by FOOTHILL TRANSIT in its sole discretion, this Agreement shall terminate and be of no further force or effect.

5. The COUNTY shall be responsible for furnishing all supplies, equipment, installation and labor required for the Enhancements Project will be the responsibility of the COUNTY.

6. The COUNTY shall submit monthly update reports, via regular mail, no later than the fifteenth day of each month following the month in which the work is completed, to FOOTHILL TRANSIT concerning the status of the Enhancements Project until 90 percent completion.

7. The COUNTY shall design and construct the Enhancements in accordance with the all applicable standards, codes, regulations, and Record Drawings.

8. The COUNTY shall ensure that all bus stops constructed under the Bus Stop Enhancement Program meet the applicable Federal Accessibility Guidelines for Transportation Facilities set out as Appendix A to 49 C.F.R. Part 37.

9. The COUNTY shall submit to FOOTHILL TRANSIT its invoice requesting reimbursement, together with an itemization of costs incurred for which reimbursement is sought, within thirty (30) days of the completion of the Enhancements Project. FOOTHILL TRANSIT will reimburse the COUNTY for all costs FOOTHILL TRANSIT determines in good faith to be reimbursable per the criteria set forth in this Agreement, and which do not exceed the Grant Amount, within sixty (60) days of the COUNTY's invoice.

10. Following completion of the Enhancements Project, the COUNTY shall maintain the solar-powered lights and transit-information kiosks in good condition, and provide repairs as needed at the sole expense of the COUNTY.

11. Neither FOOTHILL TRANSIT, nor any of its officers or employees shall be liable for any loss, injury or damage occurring by reason of any acts or omissions by the COUNTY, its officers, employees, agents or contractors under or in connection with this AGREEMENT. Pursuant to Government Code, Section 895.4, the COUNTY agrees to indemnify and hold harmless FOOTHILL TRANSIT, and its officers and employees, 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 reasonable costs of expert witnesses and consultants) arising from any actions or failures to act by the COUNTY pursuant to or in furtherance of this Agreement.

12. The COUNTY further agrees to indemnify, and hold harmless FOOTHILL TRANSIT, and its officers and employees 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 reasonable 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.

13. The COUNTY shall comply with the provisions of the Davis-Bacon Act, 40 U.S.C. 276a through 276a(7), and implementing Department of Labor Regulations at 29 C.F.R. Part 5. The COUNTY shall 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.

14. The COUNTY shall 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. The COUNTY shall 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.

15. The COUNTY shall comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. 74 and 40 U.S.C. 276c and Department of Labor regulations set forth at 29 C.F.R. Part 3.

16. By executing this Agreement, the 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.

17. The COUNTY recognizes that this Agreement includes, in part, certain terms and conditions required by the Federal Transit Administration (FTA), whether or not expressly set forth in the Agreement. All terms and conditions required by the FTA, 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 FTA's mandated terms and conditions, the FTA's terms and conditions shall be deemed to control.

18. The COUNTY shall not perform any act, 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.

19. Any correspondence, communication or contact concerning this AGREEMENT shall be directed in writing via regular mail to the following:

COUNTY:

James A. Noyes
Director of Public Works

Address:
900 South Fremont Avenue,
Alhambra, CA 91803

FOOTHILL TRANSIT:

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

20. In witness thereof, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by the COUNTY on _____, 2004 and by FOOTHILL TRANSIT on _____, 2004.

**FOOTHILL TRANSIT**

By:_____
Doran J. Barnes
Executive Director

By:_____
Name: James A. Noyes
Title: Director of Public Works

Approved as to Form:
Thompson Coburn, LLP

Approved as to Form:
LLOYD W. PELLMAN
County Counsel

By:_____

By:_____

Edward J. Gill, Jr.
Special Counsel

Deputy