

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS

DATE: June 8, 2010

FROM: KEN GREHM / WILL GARNER

SUBJECT: **AGREEMENT WITH CITY OF ROCKLIN FOR BUS STOP IMPROVEMENTS**

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Director of Public Works to execute, with County Counsel and Risk Management's review and approval, an Agreement between Placer County and the City of Rocklin to improve bus stops within the City of Rocklin.

BACKGROUND / SUMMARY

Placer County Transit (PCT) operates within the City of Rocklin under a cooperative agreement with the City. Two PCT fixed Routes, Placer Commuter Express and Dial-A-Ride all serve the City of Rocklin. DPW Staff has been working with City staff to plan, design and construct passenger shelters and bus stop improvements within Rocklin. Four bus stops have been identified for improvements. Two are on Rocklin Road at El Don Drive, adjacent to the Sierra College campus. A new bus stop turn-out will be constructed on the northwest corner of this intersection along with the placement of a bus shelter. A shelter will be added to the existing turn-out on the southeast corner of the intersection. These new stops on Rocklin Road will be served by the PCT Auburn-Light Rail Route, and will replace the stop that is currently located within the campus parking lot. This bus stop improvement is a high priority for PCT to avoid the traffic congestion within the campus parking lot, which is critical to maintaining the route running times.

The other two bus stops improvements are on Sunset Boulevard at Park Drive. Passenger shelters will be added to existing bus stops on the northwest and southeast corners. These bus stops are served by the PCT Lincoln-Sierra College Route that serves the City of Rocklin. These stops are located in a commercial area and experience steady boardings throughout the day.

The Agreement proposed for approval by The Board of Supervisors defines the roles of each jurisdiction and identifies the funding sources that will pay for the improvements. The Rocklin City Council approved the agreement on May 11, 2009. Rocklin will serve as the lead for design and construction of the improvements. Placer County will supply and install the shelters after the city completes its portion of the work. Placer County will also pass through the grant funds to the City of Rocklin to pay for their expenses related to the project. There are two grant sources. The County has an existing Federal Transit Administration (FTA) grant with \$100,123 remaining for bus stop improvements for Placer County Transit. These funds could be used at any location on the PCT system. Staff believes that the funds should be used for the stops in Rocklin because the improvements are strategic for the running time efficiency of the highest ridership PCT route. In addition, there is \$33,071 in Proposition 1B Transit System Safety, Security & Disaster Recovery Account (TSSSDRA) funds that were approved by your Board in July of 2008 that can only be used for bus stop improvements in Rocklin. These funds will be used as the required match against the FTA funds.

ENVIRONMENTAL

The City of Rocklin is the lead environmental agency on these improvements and has approved a Categorical Exemption under CEQA.

FISCAL IMPACT

The total of \$133,194 in FTA and TSSSDRA grants will fund both Rocklin and Placer County's expenses related to this project. This project is budgeted in the DPW Construction Budget for the current fiscal year and will be carried over to the proposed FY 2010/11 budget.

Attachment: Resolution

Copy of Final Agreement w/Exhibit 1 (pages 1&2)

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**Before the Board of Supervisors
County of Placer, State of California**

In the matter of: A RESOLUTION AUTHORIZING
THE CHAIRMAN TO EXECUTE AN AGREEMENT
BETWEEN PLACER COUNTY AND THE CITY OF
ROCKLIN RELATED TO BUS STOP
IMPROVEMENTS IN ROCKLIN

Resol. No:

Ord. No:

First Reading:

The following RESOLUTION was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held _____,
by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:
Clerk of said Board

Chairman, Board of Supervisors

WHEREAS, Placer County and the City of Rocklin mutually desire to improve bus stops served by Placer County Transit within the City of Rocklin; and

WHEREAS, Placer County has obtained grant funds dedicated to bus stop improvements,

WHEREAS, Placer County and the City of Rocklin are entering into this Agreement to facilitate the funding and completion of the bus stop improvements,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Placer, State of California, that the Chairman is authorized to execute an Agreement with the City of Rocklin titled Agreement Between Placer County and The City of Rocklin Relating to Bus Stop Improvements In Rocklin.

AGREEMENT BETWEEN PLACER COUNTY AND
THE CITY OF ROCKLIN
RELATING TO BUS STOP IMPROVEMENTS IN ROCKLIN

This Agreement is made and entered into this ___ day of _____, 2010 between the COUNTY OF PLACER, herein called "COUNTY", and the City of Rocklin hereinafter called "CITY".

RECITALS

WHEREAS, COUNTY and CITY mutually desire to improve bus stops served by COUNTY in the City of Rocklin; and

WHEREAS, the CITY agrees to undertake projects to improve certain transit bus stops within the City of Rocklin, herein after referred to as "the Project"; and

WHEREAS, the COUNTY has obtained grant funds dedicated to bus stop improvements; and

WHEREAS, the COUNTY and the CITY are entering into this Agreement to facilitate the completion and funding of the Project.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN PROVIDED, it is agreed as follows:

1. The Project will be defined as the following at the locations depicted on Exhibit 1 – Project Locations:
 - a. Construction of a full bus turn out on the north side of Rocklin Road west of the El Don Drive entrance to Sierra College, with installation of a passenger 5'x12' passenger shelter.
 - b. Installation of 5'x12' cantilevered passenger shelter at the existing bus turn out on the south side of Rocklin Road east of El Don Drive.
 - c. Installation of one concrete pad and one 5'x7' cantilevered style passenger shelter in the public utility easement behind the sidewalk at the existing bus stop on the north side of Sunset Blvd. west of Park Drive.
 - d. Installation of one concrete pad and one 5'x7' cantilevered style passenger shelter in the public utility easement behind the sidewalk at the existing bus stop on the south side of Sunset Blvd. east of Park Drive.

2. Project funding for both COUNTY and CITY expenses for the Project will consist of the following amounts and sources:
 - a. Not to exceed One Hundred Thousand, One Hundred Twenty Three Dollars (\$100,123) in Federal Transit Administration funding from Placer County grant number CA-Y046-00.
 - b. Not to exceed Thirty Three Thousand Seventy One Dollars (\$33,071) in Proposition 1B Transit System, Safety, Security and Disaster Response Account (TSSSDRA) funds.

3. CITY will serve as the lead agency for the Project including the following project activities:
 - a. Preparation of Engineers estimates
 - b. Surveying
 - c. Plans and specifications
 - d. Environmental clearance
 - e. Inclusion of Federal Transit Administration Requirements in FTA funded contracts
 - f. City permitting and noticing requirements
 - g. Bid & award of site construction
 - h. Construction coordination with adjacent property owners
 - i. Project inspection
 - j. Construction Management

4. COUNTY will support the Project including the following:
 - a. Provide payment to the City of Rocklin in an amount not to exceed the funding amount identified in Section 2 of this agreement
 - b. Provide funding to cover COUNTY expenses in an amount not to exceed the funding amount identified in Section 2 of this agreement
 - c. Provide and install all bus shelters at locations identified in Section 1 of this agreement
 - d. Coordinate with individuals and entities that may be impacted by the change in bus stop locations
 - e. Provide required reporting and requests for reimbursement to Federal and State funding agencies
 - f. Provide technical assistance to CITY regarding FTA contract requirements

5. CITY hereby provides the COUNTY with full authorization and authority to install bus shelters at the Project sites identified in Section 1.

6. CITY will provide COUNTY with a full project budget. The project budget will cover all staff, materials, equipment, contractor and consultant costs for items identified in Section 3 of this agreement

7. COUNTY will provide CITY with a full project budget. The project budget will cover all staff, materials, equipment, contractor and consultant costs for items identified in Section 4 of this agreement.

8. In the event that the combined project budget from Sections 6 and 7 of this agreement exceeds the available funding identified in Section 2 of this agreement, the project scope will be adjusted to match the available funding identified in Section 2 of this agreement.

9. Payment: CITY will invoice COUNTY periodically providing support information on expenses being invoiced for the Project. COUNTY will make payment to CITY in a timely fashion and no longer than 30 days after receipt of invoice.

10. Neither CITY nor any officer, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless CITY, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, activity or jurisdiction delegated to COUNTY under this agreement.
11. Neither COUNTY nor any officer, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, activity or jurisdiction delegated to CITY under this agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless COUNTY, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this agreement.
12. This Agreement shall terminate one year after the Project has been completed and final payments are made by COUNTY.
13. This document represents the entire agreement between the parties. Any changes must be agreed upon in writing by both parties.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

CITY OF ROCKLIN

By: _____
Mayor, City of Rocklin

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

RECOMMENDED FOR APPROVAL

By: _____
NAME
Position

Date: _____

APPROVED AS TO FORM

By: _____
City Attorney

Date: _____

COUNTY OF PLACER

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of the Board

Date: _____

RECOMMENDED FOR APPROVAL

By: _____
Ken Grehm, Placer County
Public Works Director

Date: _____

APPROVED AS TO FORM

By: _____
County Counsel

Date: _____

EXHIBIT 1 - Page 1

PROJECT LOCATIONS

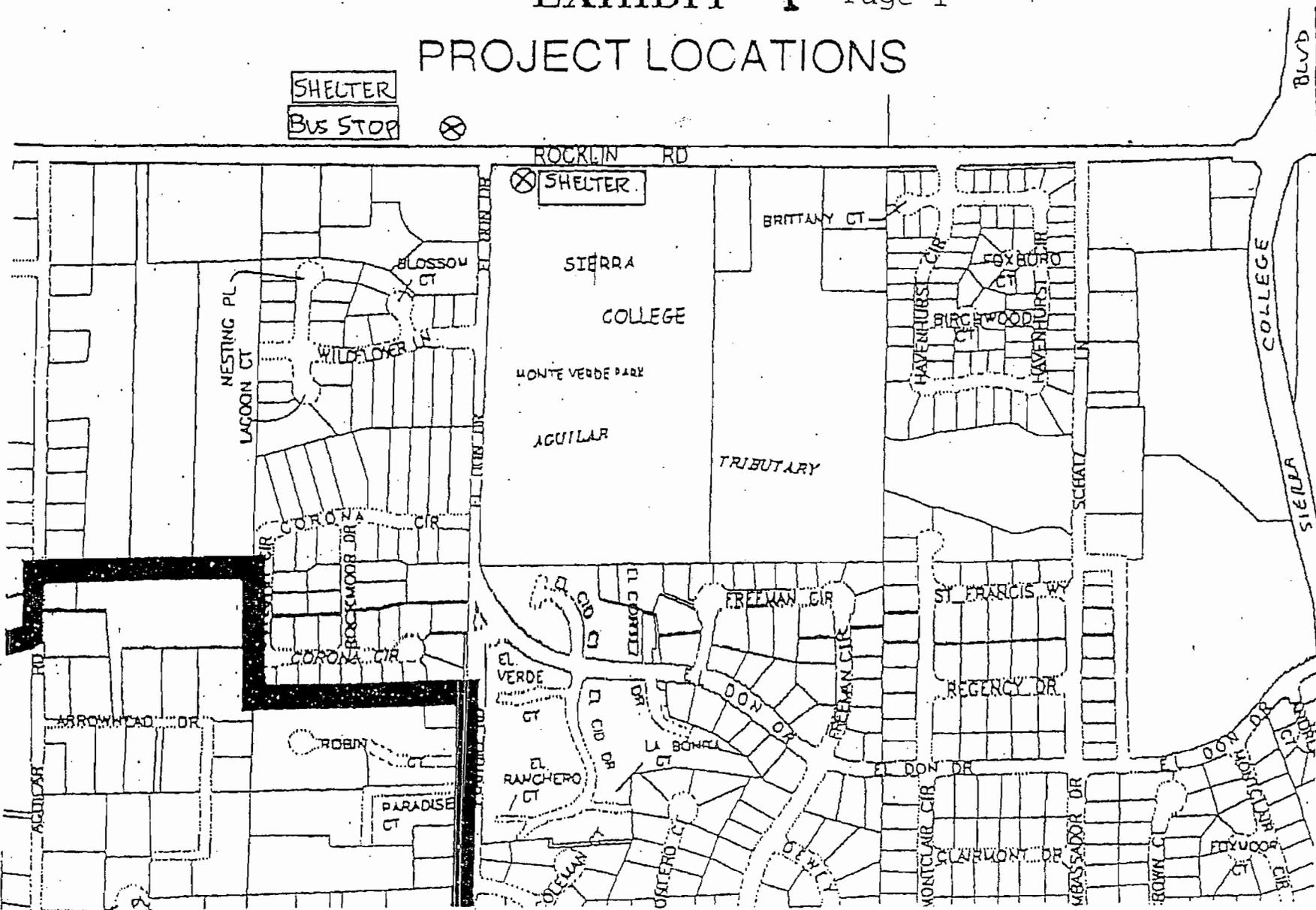
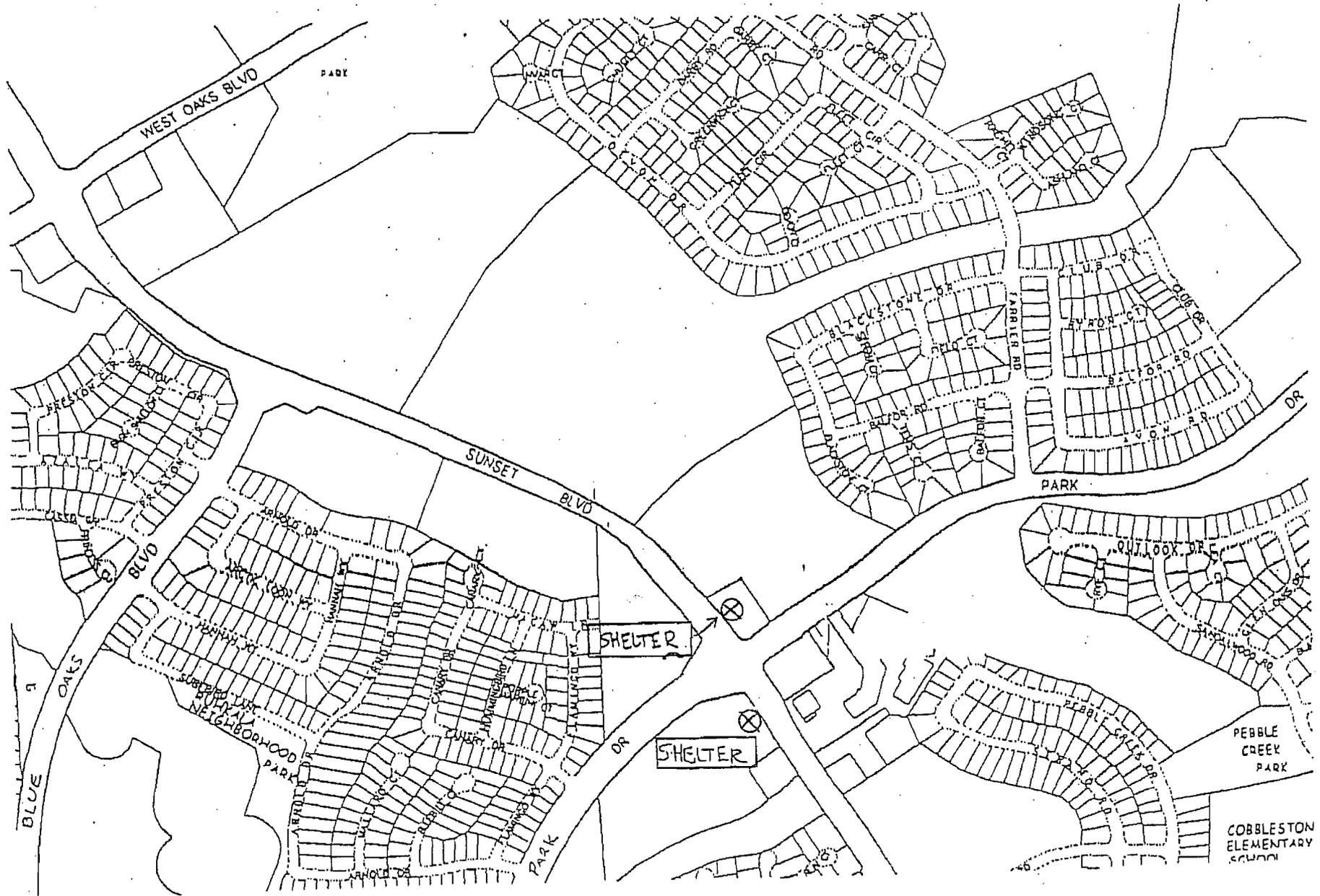


EXHIBIT 1 - Page 2

PROJECT LOCATIONS



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