

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS

DATE: February 24, 2015

FROM: KEN GREHM / WILL GARNER

SUBJECT: **PASS THROUGH OF FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDS
TO THE CITY OF LINCOLN**

ACTION REQUESTED / RECOMMENDATION

1. Adopt a Resolution approving a budget revision to add \$161,389 to the Fiscal Year 2014-15 Department of Public Works Placer County Transit Budget to pass through FTA grant funds to the City of Lincoln. There is no net County cost.
2. Authorize the Director of Public Works to execute an agreement, with County Counsel and Risk Management's review and approval, with the City of Lincoln to pass through FTA grant funds to the City.

BACKGROUND / SUMMARY

Placer County annually receives funding from the Federal Transit Administration (FTA) Section 5307 program. The FTA 5307 program provides funding for public transit within urbanized areas. Placer County is partially within the Sacramento urbanized area. The City of Lincoln became eligible for these funds when the urbanized area was redefined after the 2010 Census. The City previously received non-urbanized transit funds directly from Caltrans. FTA 5307 funds come directly from FTA. The FTA Region IX office will not provide grant funds directly to new grantees, but instead seeks to pass the funds through existing grantees. Placer County has received grant funds directly from FTA for several years, and is the most logical agency to receive these funds and pass them through to the City. In order to preserve the funds, Placer County Department of Public Works (DPW) applied successfully to FTA for the funds on behalf of the City of Lincoln.

In a separate agenda item, DPW is recommending executing an agreement with the City of Lincoln to operate transit services on behalf of the City. Under this new agreement, the County will continue to receive the FTA funds on behalf of the City and apply those funds toward the cost of providing the transit service in Lincoln.

ENVIRONMENTAL

The project is statutorily exempt from CEQA pursuant to section 21080(b)(10), as it is a project to provide passenger service.

FISCAL IMPACT

Placer County has received payment of funds designated for the City of Lincoln as part of the annual grant program. The proposed budget revision and agreement will allow Placer County to process the payment of funds to the City. This pass through of funds from FTA to the City of Lincoln is entirely funded with approved FTA grants.

Attachments: Resolution
Budget Revision
Copy of Agreement

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

**In the matter of: A RESOLUTION APPROVING A
BUDGET REVISION FOR THE FISCAL YEAR
2014-2015 BUDGET FOR PLACER COUNTY
TRANSIT INCREASING THE APPROPRIATION
BY \$161,389 TO PASS THROUGH FUNDS
FROM FEDERAL TRANSIT ADMINISTRATION
GRANTS TO THE CITY OF LINCOLN.**

Resol. No:.....

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

Chair, Board of Supervisors

**NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of
Placer, State of California, that this Board approves a budget revision to increase the
appropriation to Placer County Transit in the amount of \$161,389 to pass through funds
from Federal Transit Administration Grants to the City of Lincoln.**

CONTRACT #: _____

AGREEMENT REGARDING PASS THROUGH OF FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDING FROM PLACER COUNTY TO THE CITY OF LINCOLN.

This Agreement, hereinafter referred to as "AGREEMENT", is made and entered into this ____ day of _____, 20__, by and between the County of Placer, hereinafter referred to as "COUNTY," and the City of Lincoln, hereinafter referred to as "LINCOLN."

RECITALS:

WHEREAS, LINCOLN directly provides public transit bus service, which operates within LINCOLN's and COUNTY's jurisdictional boundaries; and

WHEREAS, LINCOLN is eligible to receive funding under FTA section 5307 for operating assistance related projects; and

WHEREAS, the FTA Region IX office requires that section 5307 funding be awarded to an existing grantee; and

WHEREAS, LINCOLN is not an existing grantee of FTA Region IX; and

WHEREAS, COUNTY is an existing grantee of FTA Region IX; and

WHEREAS, COUNTY has been awarded a grant of FTA Section 5307 funds on behalf of LINCOLN,

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

I. GENERAL PROVISIONS

- A. COUNTY agrees secure FTA Section 5307 grant funds and to pass said grant funds to the City of Lincoln for the purposes of grants identified on Exhibit A.

II. FEDERAL REQUIREMENTS

- A. LINCOLN shall comply with the provisions of the annual FTA Certification and Assurances that are applicable to LINCOLN's use of FTA funds passed through from COUNTY found at the following web sites:

http://www.fta.dot.gov/documents/2014_Certs_and_Assurances.pdf
<http://www.gpo.gov/fdsys/pkg/FR-2014-01-31/pdf/2014-01888.pdf>

- B. In addition to the requirements in the annual FTA Certifications and Assurances, LINCOLN also must comply with any and all laws, statutes, rules, regulations, circulars and directives, and the requirements of federal and state governments that relate to or in any manner the projects funded by the FTA Grants under this agreement. These regulations, circulars and directives include, without limitation, the following: FTA Circular No. 4220.1D, Third Party Contracting Guidelines; 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;" Office of Management and Budget Circular A-87, Revised "Cost Principles Applicable to Grants and Contracts with State and Local Governments;" and any amendments or revisions to the foregoing.

III. PAYMENT

- A. Upon receipt of LINCOLN's properly documented invoice and the required Progress and Financial Status Reports, COUNTY will draw down the FTA Grant funds and pay LINCOLN the applicable federal share of the invoice within 30 days from the date of receipt. LINCOLN's invoice shall include, at a minimum, evidence and/or a statement that LINCOLN has incurred the costs set out in its invoice and has paid its local share contribution. COUNTY reserves the right to require LINCOLN to submit payroll records, contractor or vendor invoices to verify that LINCOLN has incurred the cost set out in its invoice and that the amount of the invoice does not exceed the applicable federal share of LINCOLN allocation of FTA grant funds under the applicable FTA grant.

IV. HOLD HARMLESS

- A. Neither LINCOLN 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 LINCOLN, 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.
- B. 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 LINCOLN under or in connection with any work, activity or jurisdiction delegated to LINCOLN under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, LINCOLN 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 LINCOLN under or in connection with any work, authority or jurisdiction delegated to LINCOLN under this AGREEMENT.

V. TERMINATION.

A. This AGREEMENT becomes effective after its approval by both parties. This AGREEMENT shall remain in effect unless either of the parties to the AGREEMENT serves in writing, the other party a 30-day notice of termination. LINCOLN will submit an invoice to COUNTY for all expenses incurred to the effective date of termination for which LINCOLN has not been previously reimbursed. COUNTY will pay the invoice in accordance with the provisions of Section III above.

B. Written notice shall be served by U.S. Mail or in person to the following:

PLACER COUNTY: Will Garner
Department of Public Works
Transportation Division
3091 County Center Dr, Suite 220
Auburn, CA 95603

CITY OF LINCOLN: Matt Brower
City Manager
600 Sixth Street
Lincoln, CA 95648

IN WITNESS THEREOF, the parties hereto have executed this agreement the day and year first above written.

City of LINCOLN

County of Placer

Recommended for Approval

Recommended for Approval

By: _____
Matt Brower, City of Lincoln
City Manager

By: _____
Ken Grehm, Placer County
Public Works Director

Approved as to Form:

Approved as to Form:

By: _____
City Attorney

By: _____
County Counsel

Exhibit A
**Federal Transit Administration Grants Passed Through To The City of
Lincoln from Placer County – FY 2014/15**

Grant Type: 5307
CFDA #: 20.507
Grant Number: CA-90-Z211
FTA Amount Passed Through to Lincoln: \$161,389
Contribution from the City of Lincoln: \$411,389
Grant Purpose: Operating Assistance