



City of Rialto

Council Chambers
150 S. Palm Ave.
Rialto, CA 92376

Staff Report - Detailed

File Number: 12-126

File ID: 12-126

Type: Resolution/Agreement

Status: New Business

Version: 1

Reference:

In Control: City Council

File Created: 08/13/2012

File Name: Approval of FTA grant

Final Action:

Title: Request City Council to accept the FTA Grant from Federal Transit Administration in the Amount of \$3,345,600, adopt budget **Resolution No. 6165** and Approve a First Amendment with Omnitrans to Administer the FTA Grant for the Metrolink Parking Lot Expansion Project.
(ACTION)

Notes:

Agenda Date: 08/28/2012

Agenda Number: TAB 8

Sponsors:

Enactment Date:

Attachments: project funding budget summary 08-13-2012,
Amendment_1_08-20-12, Budget Resolution.doc

Enactment Number:

Contact:

Hearing Date:

Prepared by: nsyed@rialto.ca.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/28/2012					

Text of Legislative File 12-126

For City Council Meeting

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Marcus L. Fuller, P.E., P.L.S., Public Works Director/City Engineer

Request City Council to accept the FTA Grant from Federal Transit Administration in the Amount of \$3,345,600, adopt budget **Resolution No. 6165** and Approve a First Amendment with Omnitrans to Administer the FTA Grant for the Metrolink Parking Lot Expansion Project.

(ACTION)

BACKGROUND:

In February 2005 SANBAG entered into a Cooperative Agreement with the City to provide up to \$150,000 for preliminary engineering and environmental services to begin the process for the expansion of the Metrolink parking lot by approximately 550 parking spaces to reach a total of 715 spaces. This expansion is projected to cover the increase in Metrolink commuters through the year 2025.

On January 3, 2006, City Council approved a Professional Engineering and Environmental Services Agreement with Aztec Engineering in a total amount of \$130,000. The scope of work included development of parking lot expansion options at three adjacent sites, plus a combination of sites, to identify the most desirable parking lot expansion alternative. Services also included preparation of a traffic analysis of existing and proposed conditions, cost estimates of alternatives, and development of a technical Project Report prepared per State of California, Department of Transportation and Southern California Regional Rail Authority requirements. The scope of work also included evaluation of environmental constraints and impacts associated with each site, preparation of an anticipated Environmental Assessment in accordance with NEPA and a Mitigated Negative Declaration in accordance with CEQA and development of a mitigation monitoring program for the preferred Project alternative. A Preliminary design for the preferred alternative was also completed as part of the scope of work by Aztec Engineering.

The preferred alternative requires the City to acquire nine separated properties and relocate an existing City owned Police Evidence building located west of the existing Metrolink parking lot. On June 9, 2009, City Council approved the purchase of the property to use as the new Police Evidence building. The new building has been renovated and all police records and evidence have been relocated. The vacated old Police Evidence building needs to be demolished in order to expand the parking lot.

On April 12, 2011 City Council approved an agreement with Omnitrans to Administer the Federal Transit Administration (FTA) Grant for the Metrolink Parking Lot Expansion Project. This agreement describes the respective responsibilities of the City and Omnitrans relative to this project. The City will utilize the funding to design and construct the Metrolink Parking Lot Expansion Project and Omnitrans, as FTA Grantee, will prepare and process all the paperwork and administer the funding. As compensation for the obligations undertaken, Omnitrans agreed to charge 3.27% of the total FTA Grant amount for administrative expenses at the time of this agreement.

ANALYSIS/DISCUSSION:

The FTA has now awarded the grant in the amount of \$3,485,000 to the City of Rialto as a sub-recipient passed through Omnitrans for the Metrolink Parking Lot Expansion Project. The local matching fund in the amount of \$800,000 is being provided by SANBAG. Staff will bring this item back to Council for action when the agreement with SANBAG is ready for execution.

There are two modifications to the first amendment to the Omnitrans Agreement. First, Omnitrans requests that invoices received by the 15th day of the month, are to be paid in the first full week of the following month. Second, Omnitrans will now charge 4% (instead of 3.27% from the original agreement) of the total FTA grant amount not to exceed \$139,400 for administrative costs. The total of up to \$3,345,600 will be passed through Omnitrans to the City of Rialto for project expenses.

The following table shows the summary of the grant funding:

Description	Amount
FTA Section 5307 Funds	\$3,200,000
FTA Section 5309 Funds	\$285,000
Less Omnitrans Administrative Cost (4%)	(\$139,400)
Total Reimbursable Amount	\$3,345,600

ENVIRONMENTAL IMPACT:

The request is not a “Project” as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a “Project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include:

(5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:

The City of Rialto has also outlined key Goals and Objectives thru which the City looks to minimize congestion on the local road network, create opportunities and incentives for people to avoid use of their cars for short trips and maintain a circulation system that supports local businesses’ needs. These efforts will contribute to reductions in greenhouse gas emissions pursuant to State mandates.

Goal 4-1: Provide transportation improvements to reduce traffic congestion associated with regional and local trip increases.

Policy 4-1.1: Establish and maintain standards for a variety of street classifications to serve both local and regional traffic, including Major Arterial Highways, Major Arterials, Secondary Arterials, Collector Streets, and Local Streets.

Policy 4-1.10: Complete Pepper Avenue to connect to the SR-210 freeway and Highland Street.

Goal 4-10: Provide a circulation system that supports Rialto’s position as a logistics hub.

Policy 4-10.1: Designate and enforce truck routes for use by commercial trucking as part of the project approval process.

Policy 4-10.2: Coordinate truck routes with adjacent jurisdictions.

LEGAL REVIEW:

The City Attorney has reviewed and approved this staff report, budget resolution and first amendment to the Omnitrans agreement.

FINANCIAL IMPACT:

Staff recommends increasing estimated revenue in the Grant Projects Fund, Account No. 223-400-4408-7536-120808-55, for the revenue from the FTA Grant of \$3,345,600, and appropriate expenditures in Account No. 223-500-4408-3001-120808 based on the phase breakdown as indicated on the Project Funding Account Summary attached.

Name of Agency or Department	U.S. Department of Transportation	U.S.
	Department of Transportation	
CDEA #	20-500	20-500
Name of Program	Federal Transit Administration	Federal Transit Administration
American Recovery and Reinvestment Act (ARRA) Funded (Yes / No)		No No
Direct/ Pass-through	Pass-through	Pass-through
Name of Grant	FTA GRANT 5309	FTA GRANT 5307
Grant Period	FY 2011	FY 2011
Grant I.D. No.	CA-04-0191	CA-90-Y850-01
Award Amount	\$273,600	\$3,072,000

RECOMMENDATION:

Staff recommends that the City Council:

- Accept the FTA Grant of \$3,345,600 from Federal Transit Administration Passed Through Omnitrans to the City of Rialto.
- Approve the Budget Resolution.
- Approve the First Amendment to the City of Rialto and Omnitrans Funding Agreement.
- Authorize the Mayor to execute the First Amendment subject to such modifications as she may deem advisable.

AMENDMENT NO. 1

CITY OF RIALTO

and

OMNITRANS

FUNDING AGREEMENT

FOR RIALTO METROLINK PARKING LOT EXPANSION

This Amendment No. 1 to the above entitled Agreement is entered into on this _____ day of _____ 2012, by and between the City of Rialto (“**City**”), and Omnitrans, a Joint Powers Authority (“**Omnitrans**”) (City of Rialto and Omnitrans are collectively referred to herein as the “**Parties**”).

RECITALS

A. The City of Rialto and Omnitrans Funding Agreement for Rialto Metrolink Parking Lot Expansion (“**Agreement**”) was entered into between the parties on April 12, 2011, and describes the respective responsibilities of the City and Omnitrans relative to the Rialto Metrolink Parking Lot Expansion.

B. After the signing of the Agreement, Omnitrans was awarded a FY 2011 FTA Section 5309 grant from the Federal Transit Administration in the amount of \$285,000, to be used for the Rialto Metrolink Parking Lot Expansion.

C. Omnitrans was also awarded a FTA Section 5307 grant from the Federal Transit Administration in the amount of \$3,200,000, to be used for the Rialto Metrolink Parking Lot Expansion.

D. The grant award information was not available upon the signing of the Agreement; therefore, the Agreement must be amended to reflect the amount of grant funding that will be passed through from Omnitrans to the City.

E. Omnitrans charges subrecipients a 4% fee for administrative purposes. As the City of Rialto is a subrecipient of Omnitrans, the agreement must be amended to state

that Omnitrans will charge up to \$139,400 of the above-named grants for administrative costs, and a total of up to \$3,345,600 will be passed through to the City of Rialto for project expenses.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. **Section 1 Parts a, b, and c** are amended as follows:

a. ~~Omnitrans, as the FTA Grantee, will submit Fiscal Year 2011 §5307 grant applications to the FTA with respect to obtaining funding for the PROJECT (\$3,200,000 in Section 5307 Funds). A portion of the §5307 grant application is for the benefit of the CITY, as a Subgrantee.~~

b. ~~Omnitrans, as the FTA Grantee, will submit Fiscal Year 2011 §5309 grant applications to the FTA with respect to obtaining funding for the PROJECT (\$285,000 in Section 5309 Funds).~~

c. ~~Omnitrans will sign the grant documents resulting from the foregoing grant application submittal, upon the receipt of such assurances from the CITY as Omnitrans may reasonably require.~~

a. **Omnitrans agrees to contribute funding for the project, in an amount not to exceed a total of \$3,485,000. Funding sources shall be limited to: (i) a \$3,200,000 apportionment approved by the Federal Transit Administration (FTA) pursuant to 49 U.S.C. § 5307 (“Section 5307”) in grant CA-90-Y850; (ii) and a \$285,000 apportionment approved by the Federal Transit Administration (FTA) pursuant to 49 U.S.C. § 5309 (“Section 5309”) in grant CA-04-0191.**

b. **\$3,345,600 will be passed through to the City of Rialto for management, right of way and site acquisition, design, site clean-up, and construction of the Project; and the remaining \$139,400 will cover Omnitrans’ administrative costs over the life of the Project, as explained in Section 2.**

c. **Omnitrans' funding obligations for the Project shall include all approved elements of project management, including, but not limited to, administration, design, right-of-way acquisition, construction management, construction, inspection, and project closeout. Omnitrans shall reimburse to the City any such documented costs incurred by the City according to the procedure set forth in Section 1 Part d of the Agreement, not to exceed \$3,345,600. Funding for the Project from Omnitrans shall not be derived from any sources other than those listed above. If the above funding is unavailable, Omnitrans shall have no obligation to fund the Project.**

2. **Section 1 Part d** is amended as follows:

d. Omnitrans will reimburse the City for the Project up to the amount available from any grant received for the Project, in conformity with the following procedure:

1. For each Disbursement requested, the City shall provide a written invoice to Omnitrans **on or before the 15th calendar day of each month, specifying the amount requested to be disbursed, the purpose of the Disbursement and such additional supporting documentation and background information as Omnitrans may reasonably require that indicates all costs, fees, and other charges that the City has incurred related to the Project** (a "Disbursement Request"). **The statement shall describe the amount of services and supplies provided since the initial commencement date, or since the first calendar day of the subsequent billing period, as appropriate, through the date of the current statement.**

2. Each Disbursement Request shall be accompanied by a written certification of the City's Director of Finance that such Disbursement will not constitute any violation of the terms of the grant, or of Applicable Law, and that the City will use the Disbursement for the purpose indicated in the Disbursement Request.

3. Within two (2) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify the City as to what, if any, additional supporting documentation and background information it requires.

4. **Omnitrans will pay all invoices as received from the City, if any should be submitted by the City on or before the 15th calendar day of each month, in compliance with Section 1 part d subpart 1. Omnitrans shall remit payment during the first full week of the following month to the designated payee or as a reimbursement to the City.** Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if the City provides the necessary information by the date of execution of this Agreement) all or that portion of the requested funds which it reasonably believes it can disburse without violating the terms of either the grant or of Applicable Law; and (ii) if applicable, notify the City as to why it reasonably believes that it is unable to disburse some or all of the requested funds without violating the terms of either the grant or of Applicable Law.

3. **Section 2** is amended as follows:

Payment of Administrative Expenses of Omnitrans. As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to the City to account for all administration costs associated with managing this project. Omnitrans will charge ~~3.27%~~ **4%** of the total FTA amount (not to exceed ~~\$113,960~~ **\$139,400**) as Administrative Expenses and ~~will invoice CITY and~~ payment will be taken directly from the grant. The ~~3.27%~~ **4%** has been approved by FTA. If due to extraordinary circumstances it becomes evident to Omnitrans that it will exceed its estimated expenses, City will be immediately notified and both parties shall meet and negotiate in good faith to arrive at an agreed adjustment to Omnitrans' compensation.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

OMNITRANS

CITY OF RIALTO

By: _____

Milo Victoria

CEO/General Manager

Date: _____

By: _____

Grace Vargas

Mayor

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

Carol Greene

Legal Counsel for Omnitrans

Date: _____

By: _____

City Attorney

Date: _____