

July 19, 2006

Honorable Mayor and Members of
the Hermosa Beach City Council

Regular Meeting of
July 25, 2006

**TRANSIT SERVICE OPERATION AGREEMENT - COOPERATIVE
AGREEMENT FOR ROUTE 439 REPLACEMENT, NEW LINE 109**

Recommendation:

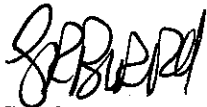
That the City Council approve the attached agreement with the City of Redondo Beach/Beach Cities Transit to provide the service as replacement to MTA Line 439 for a period of two years and direct City Manager to sign the agreement on behalf of the City.

Background:

The City Council approved joining with El Segundo, Manhattan Beach and Redondo Beach to fund a replacement service for MTA Route 439 for a period of two years. Following the two year initial period, the route will be included in the formula funding.

The agreement has been reviewed and revised by the City Attorney and staff and is ready to be approved and executed. It is possible that the MTA will continue its service for some time before Beach Cities Transit takes over. The two year initial period will then begin on the date of the start of service.

Respectfully submitted,



Stephen R. Burrell
City Manager

TRANSIT SERVICE OPERATION AGREEMENT

RECITALS

This Agreement is entered into by and between the City of Hermosa Beach, a municipal corporation ("Hermosa Beach") and the City of Redondo Beach/Beach Cities Transit ("Redondo Beach or "BCT").

WHEREAS, LACMTA has operated transit service on Line 439; and,

WHEREAS, Line 439 has been discontinued by LACMTA and is more appropriately operated and planned by the local communities it serves; and,

WHEREAS, on September 9, 2005, the South Bay Service Sector Governance Council voted to cancel the southern segment of Line 439; and,

WHEREAS, BCT has determined to operate a fixed route service along the route previously served by Line 439; and,

WHEREAS, Hermosa Beach has agreed to fund Beach Cities Transit for the partial cost of operating the service;

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **TERM**

This Agreement shall be effective on July 1, 2006, or as soon as the Agreement is executed by all parties, and shall have a two (2) year term.

2. **SERVICE DESCRIPTION**

A. Beach Cities Transit shall incorporate replacement service for the MTA Line 439 into its fixed route transportation system. MTA Line 439 replacement service BCT Line #109 shall be incorporated into the Beach Cities Transit fixed route transportation system consistent with the map shown in **Attachment A**, which is attached hereto and by this reference incorporated herein ("Line 109" or the "Service.").

B. BCT shall operate Line #109 on the days of the week, spread of service, and frequencies of service equal to or better, than that which was operated by LACMTA Transit as Line 439. The service on Line 439 that is in effect on December 31, 2005 is shown as **Attachment B**, which is attached hereto and by this reference incorporated herein.

C. Beach Cities Transit may adjust the route and schedule of Line #109; however, any changes or reductions to the Service in excess of 10% shall be brought to the City of Hermosa Beach for review and comment prior to implementation.

D. BCT reserves its rights, at its sole discretion, to enter into contracts for Line #109 service with any other provider of its choice at any time without City of Hermosa Beach approval. BCT shall be responsible for any and all aspects of administration of the service contract, and shall assure that the contract includes provisions pertaining to insurance, age, maintenance and operation of vehicles, driver qualifications, drug testing and other similar provisions typical of an agreement of that kind.

3. PASSENGER FARES

BCT may charge fares for the service consistent with their existing fixed-route service. BCT will accept interagency transfers with adjacent Transit operators and participate in the EZ Pass Program.

4. FUNDING

A. For costs associated with the operation of Line #109, the City of Hermosa Beach shall pay the City of Redondo Beach in accordance with this Section IV. The City of Hermosa Beach shall not pay BCT for capital costs nor shall the City of Hermosa Beach provide equipment to operate the Service.

B. Funding from Hermosa Beach shall be \$74,984 per year for each year of the contract term.

C. BCT shall retain all farebox revenues. Should annual farebox revenues exceed the initial projection of \$164,448 annually, the overage between the projections and the actual shall be split by percentage with Hermosa Beach receiving 12.33% of the overage. This element of the MOU will be reconciled through the 4th quarter billing of each year of the contract.

D. BCT is responsible for all marketing and promotion of the service. Notwithstanding the foregoing, the City of Hermosa Beach may advertise at its sole expense, but any reference to Beach Cities Transit must be approved in writing by the City of Redondo Beach prior to such reference. Only the Beach Cities Transit logo may be used to advertise or market the service.

5. REPORTING/INVOICING

A. BCT shall report to the City of Hermosa Beach on a quarterly basis, all of the following data for the Line 109 service:

passengers carried
revenue hours operated
revenue miles operated
total operating costs

B. BCT shall submit said report to the Hermosa Beach City Manager in writing within fifteen (15) days after the end of each report quarter.

C. BCT shall submit quarterly invoices and reporting requirement to the City Manager and City of Hermosa Beach shall pay to BCT on a quarterly basis 1/4th of the annual funds to be provided. City of Hermosa Beach shall pay BCT within thirty (30) days of receipt of each quarterly report from BCT. First payment shall be due on November 30, 2006, representing payment for July 1, 2006, through September 30, 2006.

D. BCT shall incorporate Line #109 data into its NTD report for the entire Beach Cities Transit fixed route transportation system. BCT shall be responsible for any and all aspects of administration of the service contract, and shall include provisions pertaining to insurance

E. City of Hermosa Beach retains the right to audit the BCT's records of Line #109 service, and may periodically monitor the service.

6. INSPECTION OF RECORDS

A. Beach Cities Transit records relevant to this Agreement shall be available for inspection by City of Hermosa Beach at all reasonable times for a period of at least three (3) years for each year or after the termination date, whichever comes first.

7. NON-DISCRIMINATION

No person shall on the grounds of race, color, religion, national origin, ancestry, age, sex, physical or mental disability, be excluded from participation in, or be subject to discrimination in the operation of the Line #109 service.

8. COORDINATION

A. BCT shall coordinate their services, to the extent practical, so that passengers transferring between transit operators will have minimal waiting times. This coordination will require transit agencies to communicate with each other as many weeks as possible in advance of any planned schedule change to these services that may affect passenger transfers.

B. Hermosa Beach Project Manager for this project shall be the City Manager or her/his designee. BCT coordinator for this project shall be the Beach Cities Transit Manager or his/her designee.

9. WAIVER OF BREACH

The waiver of each party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same of any other provision.

10. NOTICES

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

- (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
- (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
- (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
- (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
- (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

Beach Cities Transit:

City of Redondo Beach
Ms. Terisa Price
Transit Manager
Attention: Line 109
415 Diamond St.
Redondo Beach, CA 90277-2836

Fax Number: 310-372-8021

City of Hermosa Beach:

City of Hermosa Beach
Steve Burrell
City Manager
Attention: Line 109
1315 Valley Drive
Hermosa Beach, CA 90254

Fax Number: 310-372-6186

With a copy to:

City Clerk
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, CA 90254

Fax Number: 310-372-6186

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

11. SEVERABILITY

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

12. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the City of Hermosa Beach and Beach Cities Transit as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

13. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

14. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

15. COMPLIANCE WITH STATUTES AND REGULATIONS

Beach Cities Transit will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

16. NON-LIABILITY OF THE CITY OF HERMOSA BEACH OFFICERS AND EMPLOYEES

No officer or employee of either City will be personally liable to the other, in the event of any default or breach thereunder.

17. INDEMNIFICATION

Redondo Beach hereby agrees to defend, protect, indemnify and hold harmless Hermosa Beach, its officers, employees, elected officials and members of boards and commissions from and against any and all loss, damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, and judgments, including reasonable attorney's fees, expert fees and costs of suit arising directly or indirectly from or in any manner related to or in connection with or caused by the performance or failure of Redondo Beach, its agents, servants or employees to perform the services required of Redondo Beach employees under the terms of this Agreement.

Hermosa Beach hereby agrees to defend, protect, indemnify and hold harmless Redondo Beach, its officers, employees, elected officials and members of boards and commissions from and against any and all loss, damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, and judgments, including reasonable attorney's fees, expert fees and costs of suit arising directly or indirectly from or in any manner related to or in connection with or caused by the performance or failure of Hermosa Beach, its agents, servants or employees to perform the services required of Hermosa Beach City employees under the terms of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

BEACH CITIES TRANSIT

CITY OF HERMOSA BEACH

BY: _____

BY: _____

DATE: _____

DATE: _____

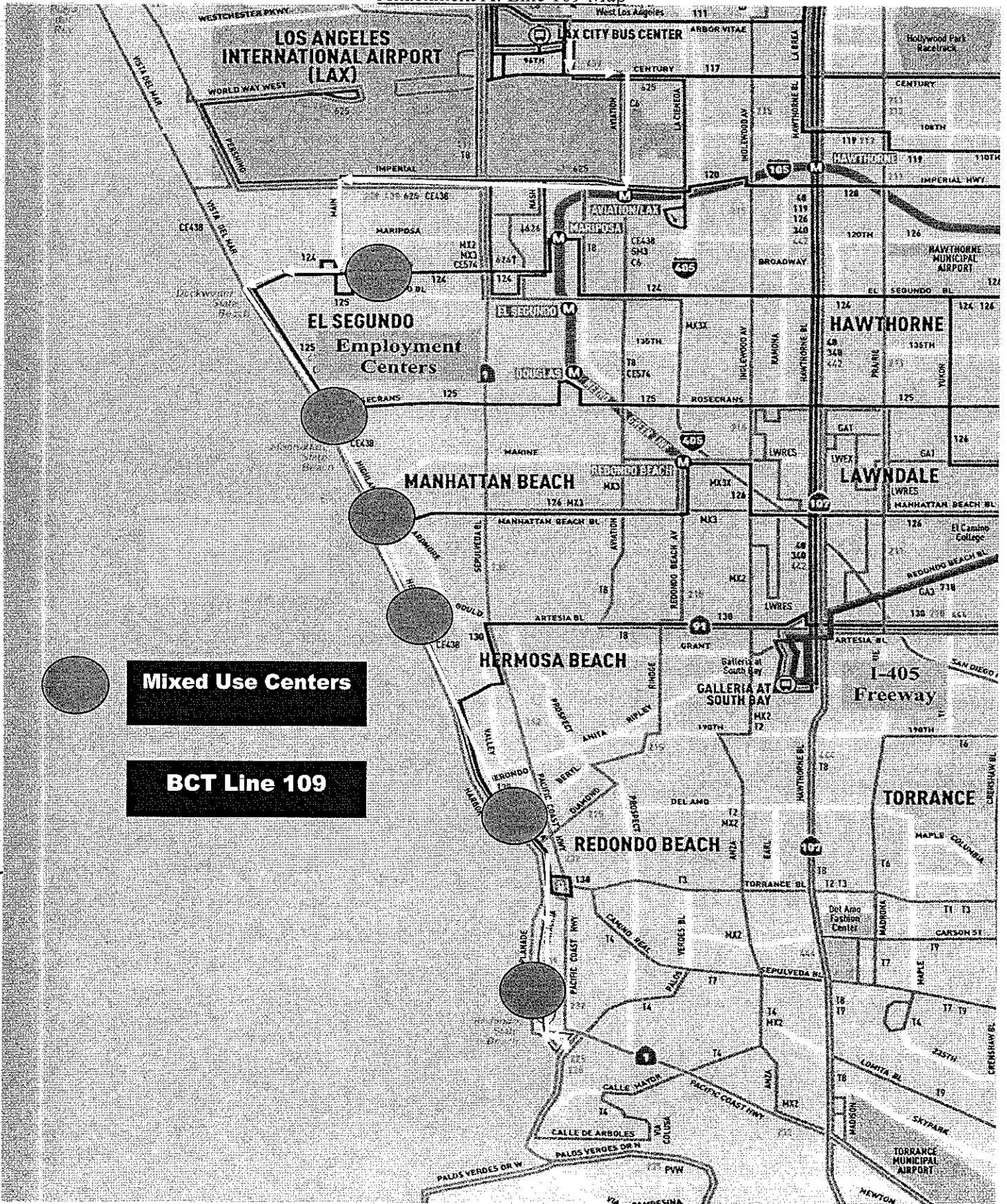
APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

Attachment A: Line 109 Map



Mixed Use Centers

BCT Line 109

Attachment B: MTA Line 439 Schedule

Monday through Friday **439**
 Effective Dec 18 2005

Northbound to Los Angeles (Approximate Times)

REDONDO BEACH	HERMOSA BEACH	MANHATTAN BEACH	EL SEGRUNDO	LOS ANGELES	LOS ANGELES
Palos Verdes & Via Valencia	Catalina & Torrance	Hermosa & 11th	Highland & 14th	Main & Holly	Avalon/ I-105 Station
City Bus Center	Howard Hughes Center	Fox Hills Mall Transit Center	Green Valley & Dovecroft	W.L.A. Transit Center	Figueras & 7th
Pasadenas Transit Plaza					
5:20A	5:45A	5:52A	5:59A	6:09A	5:20A
5:15	6:22	6:28	6:35	6:45	5:51
7:00	7:06	7:12	7:20	7:30	6:24
8:06	8:12	8:18	8:26	8:37	7:00
9:05	9:11	9:17	9:25	9:36	7:46
10:05	10:12	10:18	10:26	10:36	8:05
11:04	11:11	11:17	11:25	11:35	9:03
12:05P	12:12P	12:18P	12:26P	12:36P	9:52
1:00	1:07	1:13	1:21	1:31	10:02
1:56	2:03	2:09	2:17	2:27	11:02
				3:06	11:12
3:01	3:08	3:15	3:24	3:34	12:01P
3:45	3:52	3:59	4:08	4:19	1:02
4:34	4:41	4:48	4:57	5:08	1:12
5:32	5:39	5:46	5:55	6:05	1:57
6:16	6:23	6:29	6:38	6:48	2:07
7:01	7:08	7:14	7:22	7:32	2:10
8:00	8:05	8:11	8:18	8:28	3:03
9:00	9:05	9:11	9:18	9:28	3:40
				9:47	4:10
				9:47	4:43
				9:47	5:06
				9:47	5:28
				9:47	6:15
				9:47	7:07
				9:47	7:46
				9:47	8:25
				9:47	9:03
				9:47	9:48

Monday through Friday **439**

Southbound to Redondo Beach (Approximate Times)

LOS ANGELES	LOS ANGELES	LOS ANGELES	LOS ANGELES	LOS ANGELES	LOS ANGELES	LOS ANGELES	LOS ANGELES	LOS ANGELES	LOS ANGELES	LOS ANGELES
Pasadenas Transit Plaza	Flower & 7th	W.L.A. Transit Center	Green Valley & Buckingham	Fox Hills Mall Transit Center	Howard Hughes Center	City Bus Center	Avalon/ I-105 Station	Main & Holly	Highland & 14th	Hermosa & 11th
Catalina & Torrance										
Palos Verdes & Via Valencia										
4:55A	5:03A	5:22A		5:37A	5:40A	5:52A	6:01A	6:16A	6:26A	6:33A
5:45	5:54	6:13		6:28	6:31	6:43	6:52	7:07	7:17	7:24
6:20	6:29	6:48		7:03	7:06	7:18	7:27	7:43	7:53	8:00
6:54	7:03	7:23		7:41	7:44	7:58	8:07	8:23	8:33	8:40
7:25	7:34	7:54		8:28	8:31	8:45	8:54	9:10	9:20	9:28
8:10	8:20	8:42		9:03	9:06	9:20	9:29	9:45	9:55	10:03
8:47	8:58	9:20		9:38	9:41	9:55	10:04	10:20	10:30	10:38
9:40	9:51	10:13		10:31	10:34	10:48	10:57	11:14	11:24	11:32
10:41	10:52	11:10		11:28	11:31	11:45	11:55	12:12P	12:22P	12:30P
11:40	11:52	12:08P		12:26P	12:29P	12:44P	12:54P	1:11	1:21	1:29
12:40P	12:52P	1:08		1:26	1:29	1:45	1:55	2:12	2:22	2:30
1:26	1:38	1:54		2:13	2:16	2:33	2:43	3:00	3:10	3:18
2:10	2:22	2:38		2:57	3:00	3:17	3:27	3:44	3:54	4:02
2:50	3:02	3:18		3:37	3:40	3:57	4:07	4:24	4:35	4:43
3:30	3:42	3:58		4:17	4:20	4:36	4:46	5:02	5:13	5:21
4:00	4:12	4:30	4:49P	4:53	4:56	5:11	5:21	5:37	5:48	5:56
4:30	4:42	5:05		5:28	5:31	5:46	5:56	6:12	6:23	6:31
5:05	5:17	5:40		6:03	6:06	6:21	6:29	6:45	6:56	7:04
5:45	5:57	6:20		6:35	6:38	6:52	7:05	7:20	7:31	7:39
6:35	6:47	7:07		7:26	7:29	7:41	7:49	8:03	8:12	8:19
7:20	7:31	7:47		8:06	8:09	8:19	8:28	8:41	8:50	8:57
8:20	8:30	8:45		9:03	9:06	9:15	9:23			

Holiday Schedule

Saturday, Sunday & Holiday schedule will operate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Horarios en los días feriados

Los horarios de sábado, domingos y días festivos serán en New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day y Christmas Day.

Passenger Restrictions

NORTHBOUND	Line 439 Express Service - from Palos Verdes & Via Valencia to W.L.A. Transit Center, passengers may board and alight at all stops. From W.L.A. Transit Center to Olive & Venice buses operate non-stop via Santa Monica Fwy. From Olive & Venice to north terminal, passengers may board and alight at all stops shown on the downtown inset map.
SOUTHBOUND	Line 439 Express Service - from north terminal to Grand & Venice, passengers may board and alight at all stops shown on the downtown inset map. From Grand & Venice buses will operate non-stop via Santa Monica Fwy. to W.L.A. Transit Center. From W.L.A. Transit Center to south terminal passengers may board and alight at all stops.

