



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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<http://dpw.lacounty.gov>

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

IN REPLY PLEASE
REFER TO FILE

June 11, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

48 June 11, 2019


CELIA ZAVALA
EXECUTIVE OFFICER

**TRANSPORTATION CORE SERVICE AREA
LA CRESCENTA/LA CAÑADA FLINTRIDGE
SUMMER BEACH BUS SERVICE
FUNDING AGREEMENT
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to enter into an agreement with the City of La Cañada Flintridge for the joint funding of the La Crescenta/La Cañada Flintridge Summer Beach Bus service.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the La Crescenta/La Cañada Flintridge Summer Beach Bus service is statutorily exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter.
2. Delegate authority to the Director of Public Works or his designee to negotiate and execute an agreement with the City of La Cañada Flintridge to jointly finance the La Crescenta/La Cañada Flintridge Summer Beach Bus service for a term of two years with five 1-year renewal options. The sum for the initial term is estimated to be \$60,000 annually. The City's annual jurisdictional share of the cost is \$24,000.
3. Delegate authority to the Director of Public Works or his designee to renew this contract for each additional renewal option if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Director of Public Works or his designee to enter into an agreement with the City of La Cañada Flintridge for Public Works to continue the Summer Beach Bus service for City residents and for the City to reimburse the County for the City's share of the annual cost of the program.

The Summer Beach Bus service provides transportation for residents of the unincorporated community of La Crescenta and City of La Cañada Flintridge to Santa Monica Beach generally from mid-June through Labor Day through a Public Works contract with Transit Systems Unlimited, Inc., awarded by the Board on April 30, 2019. The general fare is \$3 for adults and children and \$1.50 for senior citizens 60 years of age and older and persons with disabilities (see enclosed).

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities and Objective II.2.2, Expand Access to Recreational and Cultural Opportunities; Strategy II.3, Make Environmental Sustainability Our Daily Reality and Objective II.3.5, Support a clean, flexible, and integrated multi-modal transportation system that improves mobility and will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual cost of the La Crescenta/La Cañada Flintridge Summer Beach Bus service is estimated to be \$60,000. The City's annual jurisdictional share of the cost is estimated to be \$24,000. The necessary funds for the County's share are available in the Fifth Supervisorial District's Proposition A Local Return Transit Program and included in Transit Operations Fund Fiscal Year 2018-19 and the recommended Fiscal Year 2019-20 Budget. Funds to finance the contract's option years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed draft agreement will be approved as to form by County Counsel prior to execution by the Director.

ENVIRONMENTAL DOCUMENTATION

This service is statutorily exempt from the provision of the California Environmental Quality Act pursuant to Section 21080(b)(10) of the Public Resources Code. This exemption provides for the implementation of passenger or commuter services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action provides for continuation of the current Summer Beach Bus service to City residents.

CONCLUSION

Please return an adopted copy of this letter to Public Works, Transportation Planning and Programs Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" written in a larger, more prominent script than the last name "Pestrella".

MARK PESTRELLA
Director

MP:DBM:yr

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel (Carole Suzuki)
Executive Office



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Kathryna
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LA CRESCENTA/
LA CAÑADA FLINTRIDGE
TO SANTA MONICA BEACH



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Dates and Schedule / Fechas y Horarios

June 11 – September 2, 2019 • Tuesdays, Thursdays, Fridays, Saturdays, and Labor Day
11 de junio – 2 de septiembre, 2019 • martes, jueves, viernes, sábados, y el Día del Trabajo

Bus to Santa Monica Beach / Autobús hacia Santa Monica Beach

Two Strike Park (on Rosemont Av. / en la Rosemont Av.)	9:15 a.m.
County Library (on Foothill Bl. / en la Foothill Bl.)	9:25 a.m.
Montrose Av./Ocean View Bl. (SE corner / esquina sureste)	9:35 a.m.
Foothill Bl./La Cañada Bl. (NW corner / esquina noroeste)	9:45 a.m.
Santa Monica Beach (by the pier / por el maldcón)	10:45 a.m.

Bus to La Crescenta/La Cañada Flintridge / Autobús hacia La Crescenta/La Cañada Flintridge

Santa Monica Beach (inside the pier parking lot / en el estacionamiento del maldcón)	3:30 p.m.
Two Strike Park (on Rosemont Av. / en la Rosemont Av.)	4:30 p.m.
County Library (on Foothill Bl. / en la Foothill Bl.)	4:35 p.m.
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Fare Structure / Tarifas

EXACT FARE PLEASE / FAVOR DE TENER CAMBIO EXACTO

Round Trip / Viaje de Ida y Vuelta

All Children and Adults	\$3.00
Persons with Disabilities	\$1.50
Senior Citizens (60+)*	\$1.50

*with proper identification

- Riders are encouraged to assemble at the bus stop ten minutes prior to departure.
- Riders who miss the bus will need to find their own transportation back.
- Service is subject to change due to weather and road conditions.
- Es sugerido que los pasajeros se congreguen en la parada del autobús diez minutos antes de la salida.
- Pasajeros que llegan tarde para el viaje de regreso, tendrán que encontrar su propio transporte.
- El servicio está sujeto a cambios debido a clima y condiciones de la carretera.

Minimum Age Requirement for Minors / Requisito para Menores de Edad

Children under 12 years of age must be accompanied by an adult.

Niños menores de 12 años de edad deben ser acompañados por un adulto.

Reservations / Reservaciones

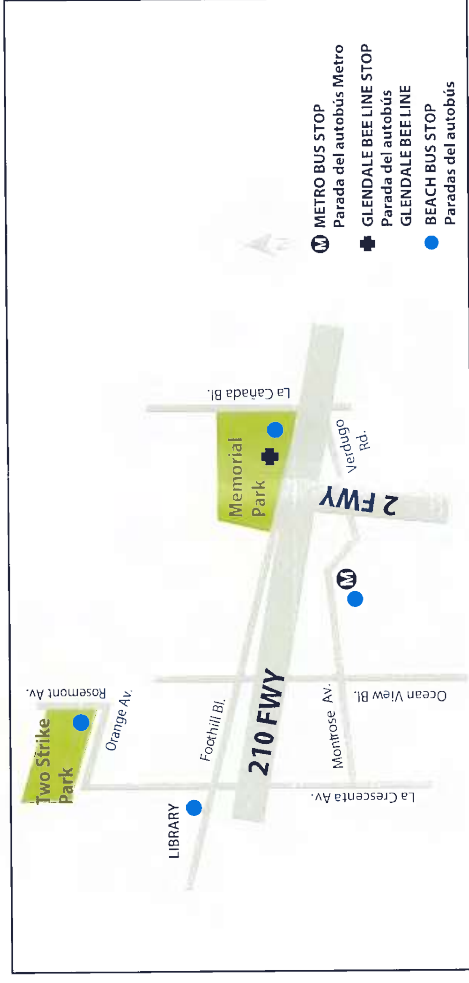
To ensure your seating availability, make your reservation at www.LAGoBus.com up to ten days in advance, but no later than 10 a.m. one day prior to your trip. You will receive a confirmation.

If you have any questions, please call (626) 458-3909 between 8 a.m. and 5 p.m., Monday through Thursday.

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COOPERATIVE FUNDING AGREEMENT FOR THE PROVISION OF
SUMMER BEACH BUS SERVICE

THIS AGREEMENT, made and entered into by and between the LOS ANGELES COUNTY, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and the CITY OF LA CANADA FLINTRIDGE, (hereinafter referred to as CITY):

WITNESSETH

WHEREAS, the COUNTY and the CITY agree that it is in the public interest to provide transportation service for residents of the unincorporated County area of La Crescenta and residents of the CITY to the Santa Monica Beach area (hereinafter referred to as (SERVICE), and

WHEREAS, the COUNTY proposes to administer the SERVICE and to invoice the CITY for the actual cost of CITY'S portion of the SERVICE, including operating, marketing, and administration costs of the SERVICE, as indicated below. The COUNTY and CITY agree that the COUNTY will administer the SERVICE and the CITY will pay its portion of the SERVICE costs in accordance with paragraph six herein.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained to be kept and performed by the parties hereto, the COUNTY and the CITY agree as follows:

FIRST: The COUNTY proposes to contract with a transit service provider to furnish SERVICE to persons boarding in the CITY and unincorporated County area of La Crescenta at such time and place specified along the established operating route as shown in Exhibit A.

SECOND: The term of this AGREEMENT shall commence upon execution and end on March 31, 2021, with five 1-year renewal options upon mutual agreement between the COUNTY and the CITY, not to exceed a total contract period of 7 years. The operation of the SERVICE for the 2019 summer season shall begin on June 11, 2019, and run through Labor Day, September 2, 2019, at such time and place shown in Exhibit A. The COUNTY will determine the exact days and dates of SERVICE for the following seasons approximately sixty (60) calendar days prior to the first day of operation in each year.

THIRD: The CITY agrees to allow the COUNTY to provide SERVICE and designates COUNTY as the entity responsible for coordinating and administering the SERVICE. The COUNTY agrees to fund the SERVICE costs of providing, operating, and maintaining vehicles, drivers, dispatchers, and other necessary personnel, and insurance (hereinafter referred to as OPERATION COSTS OF SERVICE) subject to the CITY'S reimbursement as provided herein.

FOURTH: The COUNTY and the CITY have cooperatively established SERVICE routes and schedules within COUNTY'S available transportation capacity. If it is determined that SERVICE may be improved by revisions to scheduling, vehicle assignment, or areas served, the COUNTY and the CITY may plan and COUNTY may institute such changes upon mutual consent under the terms of this AGREEMENT.

FIFTH: The COUNTY shall charge a base fare of \$3 round trip and a reduced fare of \$1.50 round trip for seniors (60 years of age and older) and persons with disabilities. Fare revenues shall be retained by the COUNTY'S transit service provider for SERVICE to partially fund the OPERATION COSTS OF SERVICE.

SIXTH: The CITY agrees to pay upon receipt of an invoice from the COUNTY, and documentation in support thereof, one-third (33.3 percent) of the total OPERATION COSTS OF SERVICE, less fares, and an additional 6.7 percent of the total OPERATION COSTS OF SERVICE (20 percent of CITY'S OPERATION COSTS) for a portion of COUNTY'S administration costs. This amount shall be 40 percent of the TOTAL OPERATION COSTS OF SERVICE. The CITY also agrees to pay one-half (50 percent) of the total joint cost of marketing the SERVICE. Joint marketing costs will be for any mutually agreed upon marketing efforts that are intended to reach residents of both the CITY and the COUNTY. Marketing costs for efforts aimed solely at the CITY residents or solely at the COUNTY residents will be borne by the jurisdiction whose residents are the target of the independent marketing efforts.

SEVENTH: At the annual completion of SERVICE for that calendar year, the COUNTY shall submit an invoice for payment, in the form required by the CITY for SERVICE provided. Subject to acceptance and approval by the CITY, payment will be made within thirty (30) calendar days of approval.

EIGHTH: Subject to Paragraph ten, if the CITY'S payment, as set forth in paragraph six above, is not delivered to the COUNTY within thirty (30) calendar days after the due date of said invoice, the COUNTY is entitled to recover interest thereon from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.

NINTH: If the CITY'S payment, as set forth in paragraph six above, is not delivered to the COUNTY office within thirty (30) calendar days after the due date of said invoice, notwithstanding the provisions of Government Code, Section 907, the COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with the COUNTY, without giving notice to the CITY of the COUNTY'S intention to do so.

TENTH: The CITY shall review all billing invoices for SERVICE prepared by the COUNTY and report in writing any discrepancies to the Director of Public Works or his designee (hereinafter referred to as DIRECTOR) within thirty (30) calendar days. Undisputed charges shall be paid by the CITY to the COUNTY within thirty (30) calendar days of receipt of invoice. The DIRECTOR will review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of the CITY'S written report. The CITY shall then make payment of the

previously disputed charges or submit justification for nonpayment within 30 calendar days.

ELEVENTH: Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) to third parties occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

TWELFTH: Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) to third parties occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

THIRTEENTH: In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein. This Section is not intended to abrogate apportionment of noneconomic damages pursuant to Civil Code Section 1431.2.

FOURTEENTH: It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32061 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

FIFTEENTH: The COUNTY or the CITY may terminate this AGREEMENT at any time during its term, upon ninety (90) calendar days' prior written notice to the other party without further liability. The CITY agrees to pay its share of the cost of SERVICE up to

the point of termination within ninety (90) calendar days of receipt of invoice from the COUNTY.

SIXTEENTH: The COUNTY shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by the transit service provider's failure to perform or by forces of nature, fire, strike, and loss of funding, when satisfactory evidence thereof is presented to the CITY.

SEVENTEENTH: Joint marketing may use any media subject to review by the CITY and the COUNTY. All promotional material specifically disseminated to the CITY or the COUNTY areas shall include the following: This Service is financed through funds provided by the Los Angeles County and the City of La Cañada Flintridge.

EIGHTEENTH: This AGREEMENT is by and between CITY and COUNTY and is not intended and shall not be construed to create the relationship of agent, servant, employees, partnership, joint venture, or association as between CITY and COUNTY. This AGREEMENT is not intended to benefit any third parties.

NINETEENTH: The COUNTY will provide access to daily ridership logs (e.g., drivers' and dispatchers' logs) or other operational records for SERVICE deemed necessary by CITY and will provide copies thereof upon specific request of the CITY. The COUNTY will report the CITY ridership to the CITY at the end of each summer season. The COUNTY will keep records of all OPERATION COSTS OF SERVICE in accordance with COUNTY accounting procedures. All reportable (as defined by law) accidents involving SERVICE equipment or personnel while operating with CITY passengers shall be reported within one COUNTY business day (Monday through Thursday) to the CITY'S Transit Manager, or their designee. The COUNTY will maintain such operating and fiscal records as necessary to comply with the Los Angeles County Metropolitan Transportation Authority's Proposition A Local Return guideline requirements and procedures and will maintain all records on file for a minimum of 3 years following the term of this AGREEMENT.

TWENTIETH: This AGREEMENT shall be construed in accordance with and governed by the laws of the State of California. This AGREEMENT was drafted by both parties and any ambiguity shall not be construed against either party.

TWENTY-FIRST: This AGREEMENT fully expresses all understanding of the parties concerning all matters covered and shall constitute the total AGREEMENT. Except as may otherwise be provided herein, no addition to, or alteration of, the terms of this AGREEMENT, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this AGREEMENT, which is formally approved and executed by both parties.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF LA CAÑADA FLINTRIDGE on _____, 2019, and the DIRECTOR OF PUBLIC WORKS pursuant to authority delegated by the COUNTY OF LOS ANGELES BOARD OF SUPERVISORS on _____, 2019, Item No. ____.

LOS ANGELES COUNTY

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF LA CAÑADA FLINTRIDGE

By _____
City Manager

Type or Print Name

By _____
City Clerk

Type or Print Name

By _____
City Attorney

Type or Print Name

LA CRESCENTA/LA CAÑADA FLINTRIDGE SUMMER BEACH BUS

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Reservations / Reservas

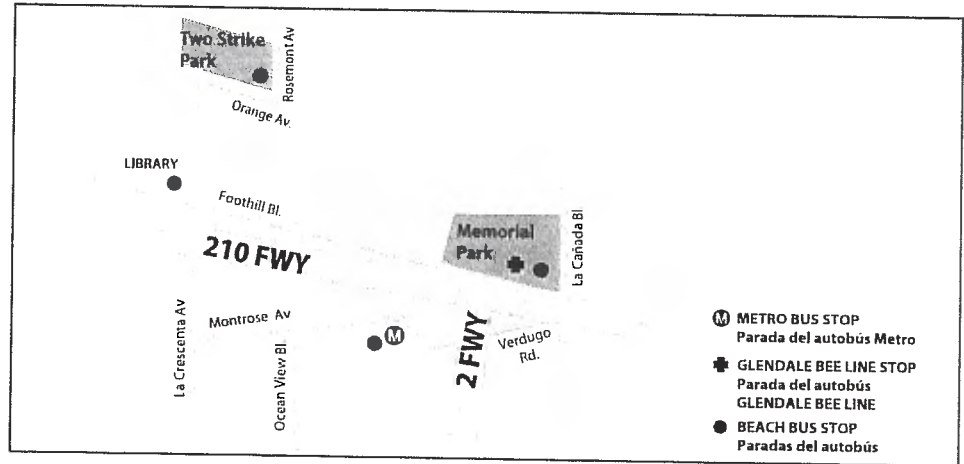
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