



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone (626) 458-5100
<http://dpw.lacounty.gov>

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

IN REPLY PLEASE
REFER TO FILE

July 15, 2025

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:

**TRANSPORTATION CORE SERVICE AREA
FUNDING AGREEMENT
FOR THE DASH BOYLE HEIGHTS/EAST LOS ANGELES TRANSIT SERVICE
WITH THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 1)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval to authorize the Director of Public Works or his designee to execute a funding agreement with the City of Los Angeles for the DASH Boyle Heights/East Los Angeles Transit Service in the unincorporated County community of East Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Director of Public Works or his designee to negotiate and execute a 3-year funding agreement with the City of Los Angeles for the City's DASH Boyle Heights/East Los Angeles Transit Service for a total amount of \$3,600,000.
3. Authorize the Director of Public Works or his designee to approve and execute amendments to incorporate necessary changes within the scope of work, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to continue the operation of the DASH Boyle Heights/East Los Angeles (ELA) Transit Service in the unincorporated community of ELA. The County has cooperatively funded the service with the City of Los Angeles since March 2007.

In March 2007 Metro discontinued the Metro Line 255 that provided a direct connection between the ELA Doctor's Hospital and the County-University of Southern California Medical Center. The City extended the existing DASH Boyle Heights route to Whittier Boulevard in ELA to replace the cancelled line. The extended service benefits ELA residents by enabling them to reach community destinations by providing connections to regional transit lines and the County's El Sol Shuttle Service.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health; and Focus Area Goal E, Economic Health, Strategy iv, Disadvantaged Communities by providing service via low-emission vehicles and by providing specialized transit services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total estimated cost of the service from July 1, 2025, through June 30, 2028, is \$9,586,000. Approximately \$2,386,000 will be offset by Formula Allocation Procedure funds. The City is eligible to receive Formula Allocation Procedure funds, including State Transportation Assistance, Transportation Development Act, Federal Section 5307, and Proposition A funds provided by Metro and intends to use these funds to finance their share of 50 percent of the remaining \$7,200,000. The County's 50 percent share is \$3,600,000.

Sufficient appropriation is included in the First Supervisorial District's Proposition A Local Return Transit Program in the Transit Operations Fund (Fund CP6 – Services and Supplies Appropriation) Fiscal Year 2025-26 Budget. Funds to finance the operating costs for Fiscal Years 2026-27 and 2027-28 will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 13, 2007, the Board authorized Public Works to execute a financial agreement with the City to extend the DASH Boyle Heights route to Whittier Boulevard in ELA to replace service from Metro Line No. 255 that was discontinued. The Board also authorized Public Works to contribute annually to the City to finance the County's share of the operating costs for the expanded service into ELA. Based on route mileage within each jurisdiction, the County's share is 50 percent of the net operating cost.

The enclosed draft funding agreement (Enclosure A) will be approved as to form by County Counsel prior to execution by the Director.

The City's Department of Transportation operates the transit service 7 days a week, excluding major holidays. The fare is 50 cents per trip and 25 cents for seniors, Medicare patrons, and persons with disabilities. Cityride participants and children 4 years or younger (with paying adult) ride for free (Exhibit A).

Upon approval, Public Works will notify the City of our intent to continue contributing toward the operating costs for the service.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from the California Environmental Quality Act. Execution of the draft funding agreement for DASH Boyle to continue operation of the DASH Boyle Heights/ELA Transit Service increases passenger or commuter transit services on highway rights of way already in use and is therefore exempt from the California Environmental Quality Act pursuant to Section 21080(b) (10) of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action will allow the County to continue to participate with the City to finance the operation of the service in the unincorporated community of ELA.

CONCLUSION

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

Respectfully submitted,



MARK PESTRELLA, PE

Director

MP:MER:yr

Enclosures

c: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors

FUNDING AGREEMENT FOR
DASH BOYLE HEIGHTS/EAST LOS ANGELES
TRANSIT SERVICE

This Funding Agreement (hereinafter referred to as AGREEMENT) is made and entered into by and between the CITY OF LOS ANGELES, (hereinafter referred to as CITY) and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY).

WITNESSETH

WHEREAS, CITY and COUNTY agree that it is in the public interest to provide affordable fixed route transit service to residents of the unincorporated portion of the COUNTY known as East Los Angeles as first proposed in the 1997 CITY/COUNTY/Los Angeles County Metropolitan Transportation Authority (LACMTA) report entitled Central/East/Northeast Los Angeles Bus Transit Service Restructuring Study; and

WHEREAS, the CITY provides such service by extending its DASH Boyle Heights/East Los Angeles transit service from the intersection of Rowan Avenue at Cesar Chavez Avenue to the intersection of Rowan Avenue at Whittier Boulevard, via Rowan Avenue (hereinafter referred to as Service); and

WHEREAS, because approximately fifty percent (50%) of the expanded DASH Boyle Heights/East Los Angeles service is within the unincorporated COUNTY area of East Los Angeles, COUNTY is willing to finance fifty percent (50%) of the operating cost of Service; and

WHEREAS, because LACMTA cancelled its duplicative Line 255 service, CITY receives regional formula allocation program funds for Service, which will reduce the amount of net operating funds that will have to be paid by CITY and COUNTY.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1. CITY'S RESPONSIBILITIES:

- A. CITY shall provide the Service as described in the DASH Boyle Heights/East Los Angeles Brochure (Exhibit A).
- B. CITY shall provide contract administration, contractor monitoring of Service, and pay their contractor for providing Service.
- C. CITY shall not perform or accept work requests from COUNTY that will cause the Maximum Funding Amount, as defined below, to be exceeded.

- D. CITY understands and agrees that only the designated COUNTY Contract Manager is authorized to request or order work under this AGREEMENT. CITY acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in CITY earning an aggregate compensation in excess of the Maximum Funding Amount.
- E. CITY shall invoice COUNTY pursuant to the following provisions:
1. CITY will invoice COUNTY within ninety (90) days of the end of each month for the Service. Subject to acceptance and approval of COUNTY'S Director of Public Works or his designee (hereinafter referred to as DIRECTOR), the payment will normally be made within thirty (30) days of approval. CITY'S failure to submit required documentation and/or information will delay payment of invoice until such time documentation is received and approved by COUNTY. COUNTY will make payment to CITY within thirty (30) days of receipt of a properly completed invoice.
 2. The invoices shall be submitted to:

County of Los Angeles
Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508
- F. CITY shall prepare and submit to the DIRECTOR a monthly report showing CITY'S actual operating costs, fuel costs, formula allocation funds received, fare box revenue received, and documentation showing the revenue hours, revenue miles, and passenger counts for the Service, during the term of this AGREEMENT.
- G. CITY shall comply and ensure their contractor complies with all applicable Federal; State; and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
- H. AUDIT PROVISIONS
1. COUNTY may inspect and audit CITY records pertaining to the Service at any reasonable time upon request to CITY'S Chief Executive Officer or his/her designee. Processing and records responsibilities shall be as follows:
 - a. The Service records will be maintained by CITY for a period of five (5) years after the term of the AGREEMENT.

- b. The Service records will be available for audit by authorized COUNTY representatives for a period of five (5) years commencing at the end of the AGREEMENT.
- 2. If at any time during the term of this AGREEMENT, or at any time within five (5) years after the expiration or termination of this AGREEMENT, authorized representatives of COUNTY, or of any other agency funding this AGREEMENT, conduct an audit of CITY regarding the Service provided to COUNTY per terms of this AGREEMENT, and if such audit finds that COUNTY'S dollar liability for such services is less than payments made by COUNTY to CITY, then CITY agrees that the difference shall be either:
 - a. Repaid forthwith by CITY to COUNTY by cash payment, or
 - b. At DIRECTOR'S option, credited against any future payments hereunder due to CITY. If such audit finds that COUNTY'S dollar liability for Service provided hereunder is more than payments made by COUNTY to CITY, then the difference shall be paid to CITY by COUNTY by cash payment, provided that in no event shall the Maximum Funding Amount be exceeded.

I. INDEMINIFICATION AND INSURANCE

- 1. INDEMNIFICATION. CITY shall indemnify, defend, and hold harmless COUNTY, its elected and appointed officers, agents, and employees from and against any and all liability, expense of any nature whatsoever (including attorney and expert witness fees), and claims for damages of any nature whatsoever, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial arising from or connected with any alleged act or omission of CITY, or its contractor(s), performing Service, including, but not limited to maintenance of equipment or operation of Service, including any workers' compensation suits, liability, or expense. By agreeing to the above indemnity provision, CITY expressly waives application of Government Code Section 895.2, which provides for joint and several liability of public entities entering into agreements absent inclusion of an indemnity provision to the contrary. If CITY provides Service through a contractor, CITY shall include in its contract with any contractor(s) providing Service under this AGREEMENT a provision whereby the contractor(s) agrees to indemnify, defend, and hold

harmless COUNTY and its Board of Supervisors, elected and appointed officers, employees, and agents on the same basis the contractor(s) indemnifies, defends, and holds harmless CITY. CITY shall not be obligated to indemnify COUNTY for the active negligence of the COUNTY.

2. INSURANCE. Both parties agree to maintain a self-insurance fund of at least Five Million and 00/100 Dollars (\$5,000,000.00) in a separate reserve account to be used only for self-insurance purposes.

2. COUNTY'S RESPONSIBILITIES:

- A. COUNTY shall pay 50 percent of the operating and fuel costs of Service, less the formula allocation process funds received from LACMTA and farebox subject to the following limitations:
 1. COUNTY'S maximum funding obligation for the period from July 1, 2025, through June 30, 2028, shall be Three Million Six Hundred Thousand and 00/100 Dollars (\$3,600,000.00).
- B. COUNTY shall indemnify, defend, and hold harmless CITY, its elected and appointed officers, agents, and employees from and against any and all liability, expense of any nature whatsoever (including attorney and expert witness fees), and claims for damages of any nature whatsoever, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial arising from or connected with any alleged act or omission of CITY, or its contractor(s), performing Service, including, but not limited to maintenance of equipment or operation of Service, including any workers' compensation suits, liability, or expense. By agreeing to the above indemnity provision, COUNTY expressly waives application of Government Code Section 895.2, which provides for joint and several liability of public entities entering into agreements absent inclusion of an indemnity provision to the contrary. COUNTY shall not be obligated to indemnify CITY for the active negligence of the CITY.
- C. COUNTY'S Contract Manager will be Lisa Chen of the County of Los Angeles Department of Public Works, Transportation Planning and Programs Division, who may be contacted at (626) 458-5935, or e-mail at lichen@pw.lacounty.gov, Monday through Thursday, 7:15 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the CITY. From time to time, COUNTY may change Contract Manager. CITY will be notified in writing when there is a change in Contract Manager.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- A. The term of this AGREEMENT is from July 1, 2025, through June 30, 2028.
- B. Either party may terminate this AGREEMENT by giving thirty (30) calendar days prior written notice thereof to the other party. If this AGREEMENT is terminated prior to June 30, 2028, CITY shall calculate and report the operating and fuel costs that it has not already invoiced, as specified herein, less formula allocation process funds, farebox and reimbursements specified in this AGREEMENT and invoice COUNTY accordingly, as provided herein. CITY shall credit to COUNTY any unused portion of the Operations and Administration costs previously paid by COUNTY.
- C. CORRESPONDENCE
1. All correspondence and notices to the CITY shall be directed to:
- Ms. Janna Smith, Head of Transit Operations
City of Los Angeles
Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, CA 90012
2. All correspondence to COUNTY, except invoices, shall be directed to:
- Mr. John Huang, Transit Manager
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460
- D. This AGREEMENT may be amended from time to time. Any such amendment must be made in writing and executed by the authorized signatories of the parties to this AGREEMENT.
- E. This AGREEMENT, together with Exhibit A-DASH Boyle Heights/East Los Angeles Brochure, all attached hereto, are agreed by the COUNTY and the CITY to constitute the entire AGREEMENT between the COUNTY and the CITY with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings.

//
//
//
//
//

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LOS ANGELES on _____, 2025, and by the DIRECTOR OF PUBLIC WORKS on _____, 2025, pursuant to delegated authority by the COUNTY OF LOS ANGELES Board of Supervisors on _____, 2025, Item ____.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

CITY OF LOS ANGELES
Department of Transportation

MICHAEL N. FEUER
Los Angeles City Attorney

By _____
Laura Cornejo
General Manager
Department of Transportation

By _____
Michael Nagle
Deputy City Attorney

Date: _____

ATTEST:

City Clerk
City of Los Angeles

Date: _____

Council File Number: _____



BOYLE HEIGHTS/EAST LA

EFFECTIVE JUNE, 2024
A PATIR DEL JUNIO, 2024

SOUTHBOUND / RUMBO AL SUR

| | LEAVES/SALE MARENGO & MISSION A | WABASH & EVERGREEN B | ROWAN & DOZIER C | METRO GOLD LINE D | ARRIVES/LLEGA HERBERT & WHITTIER E |
|-------------------------------|--|-----------------------------------|-------------------------------|--------------------------------|--|
| MONDAY-FRIDAY/LUNES-VIERNES | | | | | |
| FIRST BUS / PRIMER AUTOBÚS | 6:05AM | 6:14 | 6:23 | 6:31 | 6:38 |
| 15 | then every 15 minutes until /después cada 15 minutos hasta | | | | |
| LAST BUS / ÚLTIMO AUTOBÚS | 7:05PM | 7:14 | 7:23 | 7:31 | 7:38 |

| | | | | | |
|------------------------------------|--|------|------|------|------|
| SATURDAY & SUNDAY/SÁBADO Y DOMINGO | | | | | |
| FIRST BUS / PRIMER AUTOBÚS | 9:00AM | 9:09 | 9:16 | 9:24 | 9:35 |
| 20 | then every 20 minutes until /después cada 20 minutos hasta | | | | |
| LAST BUS / ÚLTIMO AUTOBÚS | 6:00PM | 6:09 | 6:16 | 6:24 | 6:35 |

NORTHBOUND / RUMBO AL NORTE

| | LEAVES/SALE HERBERT & WHITTIER E | METRO GOLD LINE D | ROWAN & DOZIER C | WABASH & EVERGREEN B | ARRIVES/LLEGA ZONAL & MISSION A |
|-------------------------------|--|--------------------------------|-------------------------------|-----------------------------------|---|
| MONDAY-FRIDAY/LUNES-VIERNES | | | | | |
| FIRST BUS / PRIMER AUTOBÚS | 6:00AM | 6:09 | 6:16 | 6:25 | 6:37 |
| 15 | then every 15 minutes until /después cada 15 minutos hasta | | | | |
| LAST BUS / ÚLTIMO AUTOBÚS | 7:00PM | 7:09 | 7:16 | 7:25 | 7:37 |

| | | | | | |
|------------------------------------|--|------|------|------|------|
| SATURDAY & SUNDAY/SÁBADO Y DOMINGO | | | | | |
| FIRST BUS / PRIMER AUTOBÚS | 9:15AM | 9:24 | 9:31 | 9:38 | 9:50 |
| 20 | then every 20 minutes until /después cada 20 minutos hasta | | | | |
| LAST BUS / ÚLTIMO AUTOBÚS | 5:45PM | 5:54 | 6:01 | 6:08 | 6:20 |

Note: Schedules are subject to traffic, weather, and other conditions. Please be patient as these conditions are out of the control of the driver and LADOT. Also, remember to allow sufficient time to make transfers to other services.

Nota: Los horarios están sujetos al tráfico, el clima, y a otras condiciones. Favor de ser paciente porque dichas condiciones están fuera del control del conductor y de LADOT. Recuerde el darse suficiente tiempo para hacer transbordos a otros servicios.



City of Los Angeles
Department of Transportation

(213, 310, 323 or/o 818) 808-2273
www.ladottransit.com

