**TRANSIT SERVICE OPERATION AGREEMENT**
**BETWEEN THE CITY OF REDONDO BEACH AND**
**THE CITY OF HERMOSA BEACH**

THIS TRANSIT SERVICE OPERATION AGREEMENT (this "Agreement") is entered into by and between the City of Redondo Beach ("Redondo Beach"), on behalf of Beach Cities Transit ("BCT"), which is a division of Redondo Beach, and the City of Hermosa Beach ("Hermosa Beach").

## RECITALS

A. **WHEREAS**, on July 1, 2006, Redondo Beach and Hermosa Beach entered into that certain Transit Service Operation Agreement ("First Agreement") to enable BCT Line 109 as described in **Attachment A** to take over public transportation services for the discontinued LACMTA Line 439 for a two (2) year term.

B. **WHEREAS**, Redondo Beach and Hermosa Beach subsequently entered into new agreements relating to Line 109 in 2008, 2010, 2011, 2012, 2013, 2015, 2017, 2019, 2020, and 2021 (the "2021 Agreement").

C. **WHEREAS**, the 2021 Agreement expires on June 30, 2022, and the parties desire to enter into a new agreement on the terms and conditions set forth below.

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

**1. <u>TERM</u>**

This Agreement shall be effective as of July 1, 2022, and shall have a one (1) year term expiring on June 30, 2023. Hermosa Beach acknowledges that an agreement in similar form to this Agreement or an amendment may be negotiated for continued Line 109 service beyond June 30, 2023. In the event Hermosa Beach intends to renew this Agreement, Hermosa Beach shall notify Redondo Beach of its intent to renew at least 182 days prior to the expiration of this term.

**2. <u>SERVICE DESCRIPTION</u>**

A. Redondo Beach shall operate Line 109 consistent with the maps shown in **Attachment A**, which is attached hereto and by this reference incorporated herein ("Line 109" or the "Service").

B. Redondo Beach shall operate Line 109 on the days of the week, service times and days, and frequencies of service equal to or better than that which was operated by BCT immediately prior to the effective date of this Agreement. The service schedules for Line 109, as illustrated in **Attachment B** is attached hereto and by this reference incorporated herein.

C. Redondo Beach 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 Hermosa Beach in writing for review and comment prior to implementation.

D. Redondo Beach 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 the approval of Hermosa Beach. Redondo Beach 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 and other similar provisions typical of an agreement of that kind.

E. Redondo Beach shall base the percentage of cost for Line 109 on the route service mile calculations, as illustrated in the attached **Attachment C**.

**3. PASSENGER FARES**

Redondo Beach may charge fares for the Service consistent with their existing fixed-route service. Redondo Beach will accept interagency transfers with adjacent transit operators and participate in the EZ Pass Program. Redondo Beach shall retain all farebox revenues. BCT Line 109 passenger fare revenues shall be used to offset operation expenses.

**4. FUNDING**

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

B. **FY 2022-23:** Funding from Hermosa Beach shall be $0 for fiscal year 2022-23. Service operating expenses are incorporated in the service hour rates and include without limitation, driver wages, general administration and overhead, and maintenance costs. The calculation for these estimated costs shall be in accordance with the Management Agreement for the Operation and Maintenance of Beach Cities Transit Fixed Route Transit Between the City of Redondo Beach and Parking Concepts, Inc. dba Transportation Concepts**.** The estimated revenues shall be based on the LACMTA funding formula and the prior fiscal year's fare revenues for Line 109.
Real Time Information ("RTI") system operating expenses include without limitation, capital equipment, passenger/administration interface programs, cellular and internet hosting of RTI services and report management programs.

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

D. On a quarterly basis, BCT will meet with Hermosa Beach to develop additional marketing strategies directed towards increasing BCT Line 109 ridership. Hermosa Beach shall provide assistance for public outreach and information to target Hermosa Beach residents and non-resident community members.

**5. <u>REPORTING/INVOICING</u>**

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

(1) Passengers carried
(2) Revenue hours operated
(3) Revenue miles operated
(4) Total operating costs, including service operating expenses and RTI capital and operating expenses

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

C. Redondo Beach shall submit quarterly reports to the Hermosa Beach City Manager.

D. Redondo Beach shall incorporate Line 109 data into its Federal Transit Administration's National Transit Data (NTD) annual report for the entire BCT fixed route transportation system. Redondo Beach shall provide to Hermosa Beach annual NTD random sampling data which provides the statistics to estimate the number of passengers boarding and alighting by stop in Hermosa Beach, and the total estimated Hermosa Beach passengers. Redondo Beach shall be responsible for any and all aspects of administration of the service contract, and shall include provisions pertaining to insurance.

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

F. Redondo Beach shall schedule quarterly joint meetings with the partnering cities of El Segundo, Hermosa Beach, and Manhattan Beach. Redondo Beach will provide a quarterly update of Line 109 services, and discuss coordinated marketing and public outreach efforts and operating and financing issues that affect BCT services.

**6. <u>INSPECTION OF RECORDS</u>**

BCT records relevant to this Agreement shall be available for inspection by 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. <u>NON-DISCRIMINATION</u>**

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. <u>COORDINATION</u>**

A. Redondo Beach shall coordinate its BCT 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 the services that may affect passenger transfers.

B. The Hermosa Beach Project Manager for this project shall be the City Manager or his/her designee. BCT coordinator for this project shall be the Community Services Director or his/her designee.

**9. <u>WAIVER OF BREACH</u>**

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 or any other provision.

**10. <u>NOTICES</u>**

A. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be given as follows:

(1) Personal Delivery. Personally delivered to the recipient. Notice is effective on delivery.

(2) First Class Mail. 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 a United States Postal Service office or mailbox.

(3) Certified Mail. Certified mail with return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.

(4) Overnight Delivery. 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) Email. Sent by email to the last email address of the recipient known to the party giving notice. Notice is effective upon receipt. Any notice given by email shall 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 shall be as follows:

<u>Beach Cities Transit:</u> City of Redondo Beach
Transit Operations and Transportation Facilities Manager

Attention: Line 109
415 Diamond Street
Redondo Beach, CA 90277

Email: joyce.rooney@redondo.org

With a copy to: City of Redondo Beach
The City Clerk's Office
415 Diamond Street
Redondo Beach, CA 90277-2836

Email: cityclerk@redondo.org

City of Hermosa Beach: City of Hermosa Beach
Community Development Director
1315 Valley Drive
Hermosa Beach, CA 90254-3885
Attention: Angela Crespi

Email: acrespi@hermosabeach.gov

With a copy to: City Clerk
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, CA 90254-3885

Email: cityclerk@hermosabeach.gov

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, shall 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 email address number by giving the other party written notice of the change.

**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 Hermosa Beach and Redondo Beach as to those matters contained in it. No prior oral or written understanding shall

be of any force or effect with respect to the subject matter hereof. The Agreement may not be modified or altered except by written amendment executed 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**

BCT 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 CITIES**

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

**17. INDEMNIFICATION**

Each party hereby agrees to defend, protect, indemnify and hold harmless the other party, its officers, employees, volunteers, agents, elected and appointed 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 the party, its agents, servants or employees to perform the services required of the party's employees under the terms of this Agreement.

**18. AUTHORITY**

Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to enter into and execute this Agreement on behalf of each respective party.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 5th day of July, 2022.

| CITY OF REDONDO BEACH | CITY OF HERMOSA BEACH |
| --- | --- |
| By: _____<br>William C. Brand, Mayor | By: _____<br>Michael Detoy, Mayor |
| APPROVED AS TO FORM: | APPROVED AS TO FORM: |
| _____<br>Michael W. Webb, City Attorney | _____<br>Michael Jenkins, City Attorney |
| ATTEST: | ATTEST: |
| _____<br>Eleanor Manzano, City Clerk | _____<br>Myra Maravilla, City Clerk |

# Attachment A: Line 109 Map

# Attachment B: BCT Line 109 Time Schedule

## NORTH BOUND 109 Redondo Beach Riviera Village to LAX Bus Center

### MONDAY THROUGH FRIDAY

| Palos Verdes Bl & Via Valencia | Hermosa Ave & 10th St | Highland Ave & 14th St | Park Place at Douglas | Main St & Holly Ave | Aviation Station | LAX Bus Center |
|---|---|---|---|---|---|---|
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| -:- | -:- | -:- | -:- | -:- | -:- | -:- |
| -:- | -:- | -:- | -:- | -:- | -:- | -:- |
| 6:00 | 6:17 | 6:28 | 6:42 | 6:53 | 7:03 | 7:13 |
| 6:30 | 6:47 | 6:58 | 7:12 | 7:23 | 7:33 | 7:43 |
| 7:25 | 7:42 | 7:53 | 8:07 | 8:18 | 8:28 | 8:38 |
| 8:10 | 8:27 | 8:38 | 8:52 | 9:07 | 9:17 | 9:27 |
| 8:50 | 9:07 | 9:18 | 9:32 | 9:47 | 9:57 | 10:07 |
| 9:35 | 9:52 | 10:03 | 10:17 | 10:32 | 10:42 | 10:52 |
| 10:25 | 10:42 | 10:53 | 11:07 | 11:22 | 11:32 | 11:42 |
| 11:10 | 11:27 | 11:38 | 11:52 | **12:07** | **12:17** | **12:27** |
| 11:50 | **12:07** | **12:18** | **12:32** | **12:47** | **12:57** | **1:07** |
| **12:35** | **12:52** | **1:03** | **1:17** | **1:32** | **1:42** | **1:52** |
| **1:45** | **2:02** | **2:13** | **2:27** | **2:42** | **2:52** | **3:02** |
| **2:30** | **2:47** | **2:58** | **3:12** | **3:27** | **3:37** | **3:47** |
| **3:10** | **3:27** | **3:38** | **3:52** | **4:07** | **4:17** | **4:27** |
| **3:55** | **4:12** | **4:23** | **4:37** | **4:52** | **5:02** | **5:12** |
| **4:45** | **5:02** | **5:13** | **5:27** | **5:42** | **5:52** | **6:02** |
| **5:30** | **5:47** | **5:58** | **6:12** | **6:27** | **6:37** | **6:47** |
| **6:10** | **6:27** | **6:38** | **6:52** | **7:07** | **7:17** | **7:27** |
| **6:55** | **7:12** | **7:23** | **7:37** | **7:52** | **8:02** | **8:12** |
| **7:45** | **8:02** | **8:13** | **8:27** | **8:42** | **8:52** | **9:02** |
| **8:30** | **8:47** | **8:58** | **9:12** | **9:27** | **9:37** | **9:47** |
| AM | **PM** | | | | | |

### SATURDAY & SUNDAY

| Palos Verdes Bl & Via Valencia | Hermosa Ave & 10th St | Highland Ave & 14th St | Park Place at Douglas | Main St & Holly Ave | Aviation Station | LAX Bus Center |
|---|---|---|---|---|---|---|
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| -:- | -:- | -:- | -:- | -:- | -:- | -:- |
| 6:05 | 6:22 | 6:33 | 6:47 | 7:02 | 7:12 | 7:22 |
| 7:05 | 7:22 | 7:33 | 7:47 | 8:02 | 8:12 | 8:22 |
| 8:15 | 8:32 | 8:43 | 8:57 | 9:12 | 9:22 | 9:32 |
| 9:10 | 9:27 | 9:38 | 9:52 | 10:07 | 10:17 | 10:27 |
| 10:10 | 10:27 | 10:38 | 10:52 | 11:07 | 11:17 | 11:27 |
| 11:15 | 11:32 | 11:43 | 11:57 | **12:12** | **12:22** | **12:32** |
| **12:10** | **12:27** | **12:38** | **12:52** | **1:07** | **1:17** | **1:27** |
| **1:10** | **1:27** | **1:38** | **1:52** | **2:07** | **2:17** | **2:27** |
| **2:35** | **2:52** | **3:03** | **3:17** | **3:32** | **3:42** | **3:52** |
| **3:30** | **3:47** | **3:58** | **4:12** | **4:27** | **4:37** | **4:47** |
| **4:30** | **4:47** | **4:58** | **5:12** | **5:27** | **5:37** | **5:47** |
| **5:35** | **5:52** | **6:03** | **6:17** | **6:32** | **6:42** | **6:52** |
| **6:30** | **6:47** | **6:58** | **7:12** | **7:27** | **7:37** | **7:47** |
| **7:30** | **7:47** | **7:58** | **8:12** | **8:27** | **8:37** | **8:47** |
| **8:30** | **8:47** | **8:58** | **9:12** | **9:27** | **9:37** | **9:47** |
| AM | **PM** | | | | | |

## SOUTH BOUND 109 LAX Bus Center to Redondo Beach Riviera Village

### MONDAY THROUGH FRIDAY

| LAX Bus Center | Aviation Station | Main St & Holly Ave | Park Place at Douglas | Highland Ave & 14th St | Hermosa Ave & 11th St | Palos Verdes Bl & Via Valencia |
|---|---|---|---|---|---|---|
| 13 | 12 | 11 | 10 | 9 | 8 | 7 |
| 5:55 | 6:07 | 6:21 | 6:39 | 6:51 | 7:00 | 7:15 |
| 6:40 | 6:52 | 7:06 | 7:24 | 7:36 | 7:45 | 8:00 |
| 7:20 | 7:32 | 7:46 | 8:04 | 8:16 | 8:25 | 8:40 |
| 8:05 | 8:17 | 8:31 | 8:49 | 9:01 | 9:10 | 9:25 |
| 8:55 | 9:07 | 9:21 | 9:39 | 9:51 | 10:00 | 10:15 |
| 9:40 | 9:52 | 10:06 | 10:24 | 10:36 | 10:45 | 11:00 |
| 10:20 | 10:32 | 10:46 | 11:04 | 11:16 | 11:25 | 11:40 |
| 11:05 | 11:17 | 11:31 | 11:49 | **12:01** | **12:10** | **12:25** |
| **12:15** | **12:27** | **12:41** | **12:59** | **1:11** | **1:20** | **1:35** |
| **1:00** | **1:12** | **1:26** | **1:44** | **1:56** | **2:05** | **2:20** |
| **1:40** | **1:52** | **2:06** | **2:24** | **2:36** | **2:45** | **3:00** |
| **2:25** | **2:37** | **2:51** | **3:09** | **3:21** | **3:30** | **3:45** |
| **3:15** | **3:27** | **3:41** | **3:59** | **4:11** | **4:20** | **4:35** |
| **4:00** | **4:12** | **4:26** | **4:44** | **4:56** | **5:05** | **5:20** |
| **4:40** | **4:52** | **5:06** | **5:24** | **5:36** | **5:45** | **6:00** |
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| **6:15** | **6:27** | **6:41** | **6:59** | **7:11** | **7:20** | **7:35** |
| **7:00** | **7:12** | **7:26** | **7:44** | **7:56** | **8:05** | **8:20** |
| **7:40** | **7:52** | **8:06** | **8:24** | **8:36** | **8:45** | **9:00** |
| **8:25** | **8:37** | **8:51** | **9:09** | **9:21** | **9:30** | **9:45** |
| AM | **PM** | | | | | |

### SATURDAY & SUNDAY

| LAX Bus Center | Aviation Station | Main St & Holly Ave | Park Place at Douglas | Highland Ave & 14th St | Hermosa Ave & 11th St | Palos Verdes Bl & Via Valencia |
|---|---|---|---|---|---|---|
| 13 | 12 | 11 | 10 | 9 | 8 | 7 |
| 6:45 | 6:57 | 7:11 | 7:29 | 7:41 | 7:50 | 8:05 |
| 7:40 | 7:52 | 8:06 | 8:24 | 8:36 | 8:45 | 9:00 |
| 8:40 | 8:52 | 9:06 | 9:24 | 9:36 | 9:45 | 10:00 |
| 9:45 | 9:57 | 10:11 | 10:29 | 10:41 | 10:50 | 11:05 |
| 10:40 | 10:52 | 11:06 | 11:24 | 11:36 | 11:45 | **12:00** |
| 11:40 | 11:52 | **12:06** | **12:24** | **12:36** | **12:45** | **1:00** |
| **1:05** | **1:17** | **1:31** | **1:49** | **2:01** | **2:10** | **2:25** |
| **2:00** | **2:12** | **2:26** | **2:44** | **2:56** | **3:05** | **3:20** |
| **3:00** | **3:12** | **3:26** | **3:44** | **3:56** | **4:05** | **4:20** |
| **4:05** | **4:17** | **4:31** | **4:49** | **5:01** | **5:10** | **5:25** |
| **5:00** | **5:12** | **5:26** | **5:44** | **5:56** | **6:05** | **6:20** |
| **6:00** | **6:12** | **6:26** | **6:44** | **6:56** | **7:05** | **7:20** |
| **7:05** | **7:17** | **7:31** | **7:49** | **8:01** | **8:10** | **8:25** |
| **8:00** | **8:12** | **8:26** | **8:44** | **8:56** | **9:05** | **9:20** |
| **8:55** | **9:07** | **9:21** | **9:39** | **9:51** | **10:00** | **10:15** |
| AM | **PM** | | | | | |

BCT does not operate on Thanksgiving Day, Christmas Day and New Year's Day.

Saturday schedules are operated on Memorial Day, Independence Day, Labor Day and Veterans Day.

**EFFECTIVE JANUARY 2018**


Beach Cities Transit

Move to Sea redondo BEACH

310.802.7686
424.212.4299

beachcitiestransit.org
BCT@redondo.org

Redondo Beach City Hall
415 Diamond St

**Attachment C**
**Beach Cities Transit Line 109**
**Route Service Mile Calculations by City**

| **Route Miles** | **NB Miles** | **SB Miles** | ***Average Miles Per City*** | ***Allocation Formula %*** |
|---|---|---|---|---|
| Redondo Beach & Los Angeles | 5.3 | 6.9 | ***6.1*** | ***34.95%*** |
| Hermosa Beach | 2.2 | 1.6 | ***1.90*** | ***10.89%*** |
| Manhattan Beach | 3.4 | 2.2 | ***2.8*** | ***16.05%*** |
| El Segundo | 7.7 | 5.6 | ***6.65*** | ***38.11%*** |
| Total Miles | 18.6 | 16.3 | ***17.45*** | ***100.00%*** |