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OPERATIONS COMMITTEE
June 20, 2001

**SUBJECT: HOLLYWOOD BOWL PARK and RIDE AGREEMENT WITH
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC
WORKS and LOS ANGELES PHILHARMONIC
ASSOCIATION**

**ACTION: APPROVE AGREEMENT FOR HOLLYWOOD BOWL PARK
and RIDE SERVICE FOR THE SEASON – JUNE THROUGH
SEPTEMBER 2001**

RECOMMENDATION

Approve agreement with the Los Angeles Philharmonic Association and the Los Angeles County Department of Public Works (DPW) to continue a park and ride transportation program to the Hollywood Bowl for the 2001 season for \$322,000.

ISSUE

This service agreement consists of bus service from Lot Sherman Oaks – Line 651, Lot Chatsworth – Line 653 and Lot Torrance – Line 657 to and from the Hollywood Bowl. This agreement with the County and Philharmonic Association is renewed annually. The service period is from June through September each year. MTA costs are fully reimbursed by the DPW (County) and the Los Angeles Philharmonic Association. The DPW pays the MTA for bus service per one-way bus furnished by the MTA, less actual cash fare received and retained by MTA. The Los Angeles Philharmonic Association sells fare tickets to patrons, and then pays the MTA. The MTA has been asked to continue providing this service generally under the same terms and conditions as the current agreement.

POLICY IMPLICATIONS

The MTA and its predecessor agencies have provided this service annually since 1974. Transit Operations operates three park and ride routes as part of program that encourages access to the Bowl via public transportation rather than private automobile. The MTA supports this transportation objective and is one of several public and private service providers that deliver service annually.

ALTERNATIVES CONSIDERED

The MTA may elect not to provide these services for the Hollywood Bowl Park and Ride. This is not recommended, as our service is vital to the operation of the Bowl's traffic control and parking mitigation program. Further, it gives the MTA an opportunity to showcase our service to people that may become customers in the future.

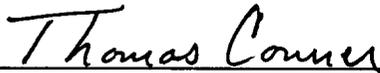
FINANCIAL IMPACT

This action has no net impact on the FY'02 MTA Operating budget. All operating and administrative costs are covered. The total estimated cost of the agreement to the County and L.A. Philharmonic Association is \$322,000.00. This amount is included in our proposed FY'02 budget as operating revenue and the service hours and costs are included in our operating budget.

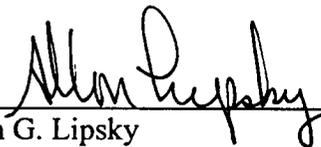
NEXT STEPS

With approval of this agreement, MTA staff will implement the program for the new season.

Prepared by: Gary S. Spivack, Deputy Executive Officer, Transit Operations
Josee Laroche, Manager, Operations Performance Analysis, Transit Operations



Thomas K. Conner
Executive Officer, Transit Operations



Allan G. Lipsky
Office of the Chief Executive Officer

A G R E E M E N T

THIS AGREEMENT made and entered into by and between the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, hereinafter referred to as "MTA," the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the LOS ANGELES PHILHARMONIC ASSOCIATION, hereinafter referred to as "ASSOCIATION":

W I T N E S S E T H

WHEREAS, COUNTY, MTA, and ASSOCIATION agree that the Hollywood Bowl Park-and-Ride Program to provide public bus transportation to the Hollywood Bowl summer performances is culturally and recreationally beneficial to the citizens of COUNTY and that such a program provides an alternate mode of transportation to the Hollywood Bowl summer performances, thereby reducing traffic congestion in MTA identified congested corridors as well as in the vicinity of the Hollywood Bowl; and

WHEREAS, COUNTY is willing to subsidize the net cost of such a program for approximately seventy (70) Hollywood Bowl performances for the 2001 season which runs from June through September 2001.

NOW, THEREFORE, COUNTY, MTA, and ASSOCIATION agree as follows:

1. Service

MTA will provide wheelchair-accessible bus service between the MTA park-and-ride lots and the Hollywood Bowl, hereinafter referred to as "SERVICE," at the following locations:

<u>Line</u>	<u>Lot</u>	<u>Location</u>
651	Sherman Oaks	Sunkist Building 14130 Riverside Drive
653	Chatsworth	Chatsworth Metrolink Station 21510 Devonshire Street
657	Torrance	Wilson Community Park 2000 North Crenshaw Boulevard

Departure times for locations will be provided to MTA by ASSOCIATION.

2. Term of SERVICE

The term of this AGREEMENT shall run from June 1, 2001, through September 30, 2001.

3. Fare

MTA will charge a one-way fare of Two and 50/100 Dollars (\$2.50) per passenger.

4. Bus Rate

COUNTY will pay MTA for SERVICE in the amount of Two Hundred Twenty-four and 00/100 Dollars (\$224.00) per one-way bus furnished by MTA less actual fare revenue generated. ASSOCIATION shall send inbound buses back to those lots that are close enough to the Bowl for buses to return for extra inbound runs. COUNTY shall be billed on a per bus basis not on the number of trips the bus operates.

MTA may assess and COUNTY will pay a cancellation charge of Two Hundred Twenty-four and 00/100 Dollars (\$224.00) for each bus canceled by ASSOCIATION within twenty-four (24) hours of the scheduled departure time from a lot and prior to the bus leaving the garage.

5. Estimated Cost

COUNTY contracts with various vendors to provide buses for all the lots. Buses shall be ordered with each vendor on an as- needed basis. COUNTY'S estimated cost for the entire park-and-ride program for the 2001 Bowl season is Nine Hundred Two Thousand and 00/100 Dollars (\$902,000.00).

COUNTY'S obligation under this AGREEMENT is subject to availability of funds in its 2001-02 Fiscal Year Budget.

6. Claims for SERVICE

ASSOCIATION and MTA will keep accurate up-to-date records of all buses, runs, charges, and fares collected under this AGREEMENT. MTA will submit monthly claims for payment along with documentation of ridership by lot, by vehicle, by trip, and day, and other operational records deemed necessary at the sole discretion of the COUNTY acting through its Director of Public Works or his designee, hereinafter referred to as "DIRECTOR."

7. Payment for SERVICE

Cash fares will be retained by MTA and deducted from the invoice of SERVICE. Ticket fares will be deducted from the invoice of SERVICE and reimbursed to MTA by ASSOCIATION. Subject to acceptance and approval by DIRECTOR, payment will normally be made within thirty (30) days of approval.

8. Record Keeping

MTA will retain all records relating to this AGREEMENT for a minimum period of three (3) years following expiration or termination hereof. All such records shall be available for inspection by designated auditors of COUNTY at reasonable times during normal working hours. Records shall be in accordance with the State Uniform System of Accounts.

9. Audit and Reimbursement

If, at any time during the term of this AGREEMENT or at any time after the expiration or termination of this AGREEMENT, an authorized representative of COUNTY conducts an audit of MTA regarding SERVICE provided to COUNTY per the terms of this AGREEMENT and if such audit finds that COUNTY'S dollar liability for SERVICE is less than payments made by COUNTY to MTA, then MTA agrees that the difference shall be either: (1) repaid forthwith by MTA to COUNTY by cash payment, or (2) at DIRECTOR'S option, credited against any future payments hereunder to MTA. If such audit finds that COUNTY'S dollar liability for SERVICE provided hereunder is more than payments made by COUNTY to MTA, then the difference shall be paid to MTA by COUNTY by cash payment within thirty (30) days from receipt of the invoice for payment.

10. Indemnification and Insurance

- A. MTA shall provide a minimum of One Million and 00/100 Dollars (\$1,000,000.00) of comprehensive liability protection for property damage or personal injury arising at the parking lot locations described in this AGREEMENT to the extent that such property damage or personal injury results from the acts, errors, or omissions of MTA in providing SERVICE required hereunder.
- B. MTA agrees to indemnify, defend, and hold COUNTY and ASSOCIATION harmless from and against all claims, losses, actions, and expenses (including attorneys' fees) on account of bodily injury to or death of any persons, including employees of MTA, and for loss of and damage to property, including property of MTA, arising out of or in anyway connected with MTA'S SERVICE performed under this AGREEMENT.
- C. ASSOCIATION agrees to indemnify, defend, and hold MTA and COUNTY harmless from and against all claims, losses, actions, and expenses (including attorneys' fees) on account of bodily injury to or death of any person, including employees of ASSOCIATION, and for loss of and damage to property, including property of ASSOCIATION, arising out of or in anyway connected to ASSOCIATION'S operations incidental to the park-and-ride program.
- D. COUNTY agrees to indemnify, defend, and hold MTA and ASSOCIATION harmless from and against all claims, losses, actions, and expenses (including attorneys' fees) on account of bodily injury to or death of any person, including employees of COUNTY, and for loss of and damage to property, including property of COUNTY arising out of or in anyway connected to COUNTY'S operations incidental to the park-and-ride program.

11. Project Coordinators

COUNTY'S contract coordinator will be DIRECTOR. ASSOCIATION'S contract coordinator will be the Superintendent of Operations or his designee. MTA'S contract coordinator will be the Deputy Executive Officer, Transit Operations Support Services, or his designee.

12. Scope of SERVICE

A. Lot Security

ASSOCIATION will provide, at their own cost, one (1) uniformed security guard at each park-and-ride lot listed in Section 1.

B. Vehicles

MTA will provide sufficient number of urban transit-type two-door buses for providing SERVICE. The urban transit-type buses will have a seating capacity of no less than forty-three (43) passengers. Each bus will be equipped with locked farebox, air conditioning, two-way radios, lift-equipped for persons with disabilities, and meet all requirements of the Americans with Disabilities Act of 1990.

All vehicles within MTA'S fleet will be the same color with identification numbers and window cards or head signs identifying the park-and-ride lot being served.

C. Layover Parking

MTA will be responsible for securing bus parking space while passengers are at the Hollywood Bowl performance.

D. Radio Communication

MTA will provide compatible radio dispatch equipment at MTA'S control facilities.

E. Bus Orders

It is anticipated that the maximum number of buses required per event for SERVICE is as follows: six (6) for the Sherman Oaks lot, fourteen (14) for the Chatsworth lot, and twenty-five (25) for the Torrance lot.

ASSOCIATION will place regular orders for buses from MTA no later than forty-eight (48) hours (excluding Saturdays, Sundays, and holidays) in advance of the scheduled lot departure time. MTA will fill additional inbound bus orders made within four (4) hours prior to the scheduled lot departure time. MTA will also fill additional outbound bus orders made within two (2) hours prior to the Bowl departure time. ASSOCIATION may order additional buses to meet the immediate demand at the lots and MTA will fill these bus orders subject to availability.

F. Cancellations

COUNTY shall not be billed for buses that are canceled prior to twenty-four (24) hours before scheduled departure time from any one (1) lot. MTA may assess and COUNTY will pay a cancellation charge for buses that are canceled within twenty-four (24) hours of the scheduled departure time from a lot. If a bus is canceled after leaving the garage, COUNTY will pay the one-way rate.

It may also be necessary to reduce the number of outbound buses prior to the conclusion of a Hollywood Bowl performance. ASSOCIATION will notify MTA prior to 8 p.m., of the day of the performance regarding any change to the number of outbound buses. MTA may assess and COUNTY will pay a cancellation charge for each outbound bus canceled after 8 p.m., the day the buses are scheduled for use. ASSOCIATION will be responsible for ordering and canceling buses.

G. Schedules

MTA will operate its buses strictly according to the most current schedules provided by ASSOCIATION and to a reasonable on-time performance standard. Buses will be available for each Bowl event for passenger boarding fifteen (15) minutes prior to scheduled departure time as directed by ASSOCIATION. Buses shall be at the Bowl ninety (90) minutes prior to the end of the performance to provide return transportation to the lots.

H. Breakdowns or Incidents

MTA will provide additional buses as necessary in the event of a bus breakdown or incident. The maximum response time will be sixty (60) minutes for a substitute bus to be made available for the bus patrons to continue on to their destination. MTA shall notify COUNTY and ASSOCIATION of any accident or incident during SERVICE by the next business day. A log of road calls, including resolutions, shall be kept and available upon request.

I. Data Verification and Reporting

Ridership must be agreed upon (using a sign-off sheet) between MTA and ASSOCIATION operations personnel on the same day of SERVICE. Ridership, the actual number of vehicles, runs, and cancellations are to be verified the following SERVICE day with ASSOCIATION and reported to COUNTY within one (1) week of the date SERVICE was provided.

J. Personnel

MTA shall be solely responsible for payment of all employees' wages and benefits and shall comply with the requirements of employee liability, workers' compensation, employment insurance, and social security.

MTA'S project manager will be responsible for SERVICE and be available at all times for contact with the drivers, COUNTY, and ASSOCIATION. MTA'S project manager must have the authority to add or cancel vehicles at the request of the ASSOCIATION.

All personnel assigned to the SERVICE shall be knowledgeable about the SERVICE and maintain a professional, courteous attitude.

Bus operators will be required to wear suitable uniforms and be professional, well-groomed, and courteous.

Bus operators shall be trained in a manner that conforms with all State and local laws; assures safe and reliable SERVICE; provides sensitivity toward persons with disabilities; and renders knowledge of the park-and-ride lots, procedures, and SERVICE routes.

K. Maintenance of Vehicles

All buses used in SERVICE shall be maintained, at a minimum, to the vehicle manufacturer's recommended preventive maintenance program. All buses required to be utilized in this AGREEMENT will be safe for operation on public roads and streets.

All buses shall be free of graffiti and any obvious damage to the interior and exterior and shall be thoroughly cleaned prior to the operation of SERVICE.

L. Equipment and Facility Condition

All buses, bus equipment, and other equipment and facilities required by this AGREEMENT will, during the term hereof, be maintained by MTA in good order and repair and in a condition satisfactory to DIRECTOR.

M. Compliance with Laws

MTA will, at its sole cost and expense, register and license such buses, bus equipment, and drivers as may be necessary or required to operate said buses and bus equipment on public roads and streets. MTA will comply with all current and applicable Federal, State, and local safety regulations. Additionally, MTA will comply with General Order No. 98A of the Public Utilities Commission, State of California, relating to the operation and maintenance of buses and bus equipment.

13. Monitoring

DIRECTOR has the right to have authorized COUNTY personnel board, at no cost to COUNTY, all buses utilized by MTA in the performance of SERVICE herein for the purpose of monitoring MTA'S schedules and SERVICE.

14. Default by MTA

In the event that MTA fails, neglects, or is unable to perform SERVICE as specified herein, ASSOCIATION will enter into an agreement with another transit agency to provide replacement SERVICE until such time as MTA demonstrates its ability to continue performance. ASSOCIATION agrees to perform all other conditions required under this AGREEMENT regardless of transit provider. COUNTY will reimburse ASSOCIATION for this replacement SERVICE, at actual cost, not to exceed the maximum obligation as stated in this AGREEMENT.

15. Termination of AGREEMENT

The parties reserve the right to terminate any or all portions of SERVICE in this AGREEMENT for any reason upon giving thirty (30) days written notice to the other two (2) parties.

16. Nondiscrimination

No person will, on the grounds of race, color, religion, national origin, age, disability, or gender, be excluded from participation in, be denied of, or be subjected to discrimination under the Hollywood Bowl Park-and-Ride Program.

17. Recycled-Content Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, MTA agrees to use recycled-content paper to the maximum extent possible on the project.

18. Contractor Responsibility and Debarment

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract. It is the COUNTY'S policy to conduct business only with responsible contractors.

MTA is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of MTA on this or other contracts which indicates that MTA is not responsible, the COUNTY may, in addition to other remedies provided in the contract, debar MTA from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years and terminate any or all existing contracts MTA may have with the COUNTY.

The COUNTY may debar a contractor if the Board finds, in its discretion, that MTA has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on MTA'S quality, fitness, or capacity to perform a contract with the COUNTY or any other public entity or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

If there is evidence that MTA may be subject to debarment, the Department will notify MTA in writing of the evidence which is the basis for the proposed debarment and will advise MTA of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. MTA and/or MTA'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether MTA should be debarred and, if so, the appropriate length of time of the debarment. If MTA fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, MTA may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to subcontractors of MTA.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the LOS ANGELES PHILHARMONIC ASSOCIATION on _____, 2001, by the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY on _____, 2001, and by the COUNTY OF LOS ANGELES on _____, 2001.

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Mayor, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

LOS ANGELES PHILHARMONIC
ASSOCIATION

By _____
JULIAN BURKE
Chief Executive Officer

By _____
DEBORAH BORDA
Executive Director

APPROVED AS TO FORM:

By _____
Counsel, MTA Deputy