



Los Angeles County Service Authority for Freeway Emergencies
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SAFE BOARD
MAY 26, 2005

**SUBJECT: AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY (METRO)**

**ACTION: EXECUTE AN AGREEMENT BETWEEN SAFE AND METRO FOR
FREEWAY SERVICE PATROL FUNDING**

RECOMMENDATION

Authorize the Executive Officer of SAFE to enter into a funding Agreement with Metro to support the Metro Freeway Service Patrol Program ("FSP") operations in Los Angeles County.

ISSUE

The Metro FSP program is a motorist aid program that has assisted over 4 million motorists since the early 1990s. The FSP program recently identified a need to expand its current operations to better serve Los Angeles County motorists. SAFE, as Los Angeles County's local motorist aid authority, has dedicated funds that can be used to support FSP operations. In order to allow the use of SAFE funds for the FSP program a funding Agreement needs to be authorized and executed.

OPTIONS

The Board has the option of not authorizing the execution of this Agreement. This option is not recommended, as it will jeopardize the ability of Metro to implement and operate the FSP services and will therefore have an overall negative affect on the services available to Los Angeles County motorists.

DISCUSSION

During FY05, SAFE and FSP conducted a program assessment and developed a Strategic Plan to help improve the drive in Los Angeles County. The Plan identified a number of initiatives that both SAFE and FSP should consider to improve the services available to Los Angeles County motorists. One such initiative was the expansion of current FSP operations. The Plan identified two key areas of expansion for FSP to consider: 1) the expansion of service hours to cover the period of 6:00 a.m. to 7:00 p.m. on weekdays on all beats (this impacts 10 existing FSP beats); and 10:00 a.m. to 6:30 p.m. on weekends on all beats (this impacts 14 existing FSP beats); and 2) the expansion of operations to include a new beat/service in areas that do not currently have FSP service, such as the 210 freeway from

Pasadena to San Fernando and the 5 freeway in Santa Clarita. This expansion would provide a level of consistency, clarity and enhanced coverage for the countywide FSP program ensuring that all FSP beats have consistent operating hours and provide a valuable motorist aid service for areas without current FSP service, but which are experiencing high population and traffic growth.

In addition to funding the expansion of current FSP operations, the Agreement will also allow SAFE to fund on-going FSP operations and services. The funding of on-going FSP services would ensure that the FSP service improvements implemented through the aforementioned expansion will continue to be provided to Los Angeles County motorists. It will also enable FSP to continue to operate services that may have been funded from other sources that may no longer be available.

Use of dedicated SAFE funds to operate FSP service is allowable pursuant to the California Streets and Highways statutes that govern SAFE. SAFE has sufficient funds to support this Agreement, which will improve the available services available to motorists, help reduce congestion and improve the overall safety of the freeway system for all motorists.

FINANCIAL IMPACT

Funding for this Agreement will be allocated by SAFE on an annual basis pursuant to the terms of the Agreement. The Agreement requires Metro and SAFE to negotiate a baseline level of FSP service to be funded by SAFE by March 1st of each year. As FSP funding needs may vary each fiscal year, the actual financial impact of this Agreement will be dependent upon the final negotiated costs for the baseline services to be provided each fiscal year. The annual allocation shall be presented to the Board for approval as part of SAFE's fiscal year budget approval request. Upon Board approval of the budget, the fiscal year funding allocation shall become an amendment to the Agreement. SAFE shall closely monitor the annual allocations to ensure that there is no negative impact on the ability of SAFE to operate and/or fund its own operations or other Board approved projects. The actual allocation of the funds to existing or new FSP contracts will be handled by Metro pursuant to their approved procurement policy.

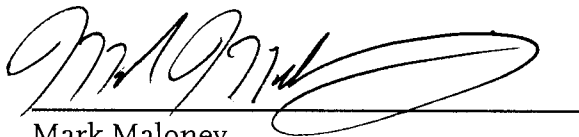
NEXT STEPS

Upon approval by the Board, staff will complete the execution of the Agreement.

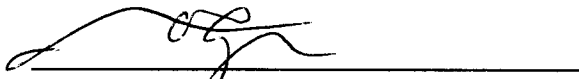
ATTACHMENT

A. SAFE-Metro FSP Funding Agreement

Prepared by: Tahir A. Davis, Senior Administrative Analyst, Motorists Services
Kenneth Coleman, Program Manager, SAFE



Mark Maloney
Deputy Executive Officer, Operations



Roger Snoble
Executive Officer, SAFE

AGREEMENT

BETWEEN

**THE LOS ANGELES COUNTY
SERVICE AUTHORITY FOR FREEWAY
EMERGENCIES**

AND

**THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

AGREEMENT NO.

THIS AGREEMENT is made and entered into on this 1st day of July 2005 by and between the LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (hereinafter called "LA SAFE") and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (herein called "Metro").

RECITALS

Whereas, LA SAFE, an independent California local motorist aid authority created in 1988, exists under the authority of Division 3, Chapter 14, Sections 2550 et. seq. of the California Streets and Highways Code;

WHEREAS, pursuant to the California Streets and Highways Code Section 2557, LA SAFE has the ability to utilize funds in support of other motorist aid services, including the removal of disabled vehicles;

WHEREAS, Metro is operates the Metro Freeway Service Patrol Program ("FSP") to aid disabled motorists on the freeway system in Los Angeles County;

WHEREAS, LA SAFE supports Metro's effort to operate and expand the FSP program and desires to provide Metro with additional funds to support FSP services and operations;

NOW THEREFORE, LA SAFE and Metro hereto agree as follows:

AGREEMENT

1.0 Intent

It is the intent of this Agreement to define the terms and conditions under which LA SAFE will provide annual funding allocations to Metro for various projects administered and managed in support of FSP operations.

2.0 LA SAFE Responsibility

The responsibility of LA SAFE will be fiscal in nature. LA SAFE will provide reimbursement to Metro for services rendered and projects administered in support of FSP operations as provided in this Agreement.

3.0 Metro Responsibility

Metro shall retain sole responsibility for all activities associated with the operation of the FSP program, including but not limited to service implementation, operation, administration, liability, funding requests, non-SAFE related funding, marketing and any other activities or responsibilities required to operate and maintain FSP operations.

4.0 Program Managers

The Program Managers for purposes of this Agreement are:
Los Angeles County Metropolitan Transportation Authority (Metro)
Al Martinez – FSP Program Manager
One Gateway Plaza, MS 99-11-3
Los Angeles, CA 90012
Phone: (213) 922-2956
Fax: (213) 922-2955
Email: martineza@metro.net

Los Angeles County Service Authority for Freeway Emergencies (LA SAFE)
Ken Coleman – SAFE Program Manager
One Gateway Plaza, MS 99-11-3
Los Angeles, CA 90012
Phone: (213) 922-2951
Fax: (213) 922-2955
Email: colemank@metro.net

5.0 Compensation and Method of Payment

LA SAFE shall reimburse Metro, up to the SAFE Board approved annual allocation, for agreed upon services and expenditures actually incurred for FSP services. For FY 2006, LA SAFE shall pay Metro up to \$2,000,000 for the baseline level of services provided in the scope of services as Attachment A. Metro shall invoice LA SAFE for actual costs and expenses incurred by FSP as a result of the performance of the service agreed upon pursuant to Section 6.0 of this Agreement. In no instance shall LA SAFE incur or pay for costs in excess of those agreed upon in the baseline level of service, except as modified by an amendment to this Agreement. For FSP services described herein, LA SAFE shall reimburse Metro in arrears and upon receipt of an itemized invoice. Upon receipt, review and approval of an invoice with supporting documentation, LA SAFE shall pay Metro such approved invoiced amount within sixty (60) days. If payment is not submitted because of a dispute, LA SAFE agrees to submit the reason for the dispute to Metro within thirty (30) days of receiving the invoice charges.

6.0 Services

By March 1st of each year, LA SAFE and Metro shall negotiate a mutually acceptable baseline level of service to be provided by Metro and the level of funding to be provided by LA SAFE for the upcoming fiscal year. Metro shall provide LA SAFE with a detailed cost proposal for all reimbursable services. The agreed-upon level of support and funding shall be incorporated into LA SAFE's budget for approval by the LA SAFE Board. Upon approval by the Board, the authorized funding amount shall become the baseline level of funding to be provided by LA SAFE for the ensuing fiscal year and shall be amended into this Agreement.

During the fiscal year, if LA SAFE requests a reduction to the approved baseline level of funding, Metro shall honor the request and expeditiously discontinue all services

affected. The parties shall amend this Agreement to reflect such reduced level of service and funding. In no event shall LA SAFE reimburse Metro for any affected service referenced in this paragraph more than 30 days from the date of the notice, except for Metro documented costs to demobilize said services.

LA SAFE shall in no instance reimburse Metro for any additional services provided which have not been approved in writing by LA SAFE prior to Metro providing the services.

7.0 Use of Funds

Metro shall utilize the funds authorized under this Agreement only in support of mutually agreed upon FSP activities as defined by this Agreement. Metro shall not use the funds or invoice for any costs beyond the scope of agreement without the written authorization of LA SAFE.

Funding of FSP operations shall be negotiated on an annual basis. Notwithstanding the term of this Agreement, the Agreement does not imply or obligate any future or on-going commitment on the part of LA SAFE.

8.0 Period of Performance

This Agreement shall become effective July 1, 2005 and shall remain in effect until terminated in writing by either party on 30 days notice.

Should this Agreement be terminated under the above paragraph of this section, LA SAFE agrees to reimburse Metro for those reasonable costs incurred and associated with implementation of this Agreement up to the point of termination.

9.0 Indemnification

Neither LA SAFE nor any officer, agent or employee shall be responsible for any damage or liability occurring by reason of anything done or act of omission by Metro under or in connection with any work, authority, or jurisdiction delegated to the Metro under this Agreement. Pursuant to Government Code Section 895.4, Metro shall fully indemnify and hold LA SAFE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Metro under or in connection with any work, authority, or jurisdiction delegated to Metro under this Agreement and for which Metro would otherwise be liable, including without limitation the operation of FSP.

Neither Metro, nor any officer, agent or employee shall be responsible for any damage or liability occurring by reason of anything done or act of omission by LA SAFE under or in connection with any work, authority, or jurisdiction delegated to LA SAFE under this Agreement. Pursuant to Government Code Section 895.4, LA SAFE shall fully indemnify and hold Metro harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done

or omitted to be done by LA SAFE under or in connection with any work, authority, or jurisdiction delegated to LA SAFE under this Agreement and for which LA SAFE would otherwise be liable.

10.0 Amendments

This Agreement may be amended by mutual written consent of the parties hereto. This Agreement shall not be amended or modified by oral agreements or understandings between the parties or by any acts or conduct of the parties.

Any and all funding requests agreed upon and approved pursuant to Sections 5.0 and 6.0 shall become amendments to this Agreement for the specific time period and/or fiscal year noted on the request.

11.0 Audit

LA SAFE and/or its designee shall have the right to conduct audits of Metro as it relates to this Agreement, including but not limited to financial, compliance, performance and closeout audits. Metro agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Metro shall reimburse SAFE for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions as defined by the MOU. The findings of the LA SAFE audit are final.

12.0 Entire Agreement

This Agreement and any attachments or documents incorporated herein by inclusion or reference constitutes the complete and entire agreement between SAFE and Metro and supersedes any prior representations, understanding, communications, commitments, permits, agreements or proposals, oral or written.

13.0 Compliance With Laws

Metro agrees to comply with all applicable local, state and federal laws and regulations in the procurement and provision of FSP services.

IN WITNESS WHEREOF, the parties hereto as of the day and year first written above have executed this Agreement.

LOS ANGELES COUNTY
SERVICE AUTHORITY FOR
FREEWAY EMERGENCIES

LOS ANGELES COUNTY
METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____
Roger Snoble
Executive Officer

By: _____
Roger Snoble
Chief Executive Officer

Approved as to Form:
RAYMOND G. FORTNER, Jr.
County Counsel

By: _____
Deputy County Counsel

AGREEMENT NO.
ATTACHMENT AFY06 FSP ALLOCATION
BASELINE LEVEL OF SERVICE

<u>Service</u>	<u>Allocation</u>
<ul style="list-style-type: none">Expansion of Service Hours Weekdays 6:00 a.m. to 7:00 p.m. (10 beats) Weekends 10:00 a.m. to 6:30 p.m. (14 beats)	\$1.2 million
<ul style="list-style-type: none">Implementation of New Service 210 Pasadena to San Fernando 5 Santa Clarita	<u>\$0.8 million</u>
Total	\$2.0 million

