

**CITY OF MONTEBELLO****CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** René Bobadilla, P.E., City Manager

**BY:** Adrianna Kendricks, Acting Director of Transportation

**SUBJECT:** **Approve Memorandum of Understanding No. 21-11 between the City of Montebello and the City of Pico Rivera to resume transportation service to Route 60 by and through Montebello Bus Lines**

**DATE:** October 13, 2021

---

**RECOMMENDATION (S):**

It is recommended that the City Council:

- 1) Approve a Memorandum of Understanding (MOU) between the City of Montebello and the City of Pico Rivera to resume transportation service to Route 60 by and through Montebello Bus Lines; and
- 2) Take such additional, related, action that may be desirable.

**FISCAL IMPACT**

The 2019 National Transit Database (NTD) Agency Profile identifies the cost per vehicle revenue hour as \$118.48 for Montebello Bus Lines (MBL). The proposed schedule will deploy one (1) transit bus to provide service to Route 60. The daily total revenue service time provided will be 12.22 hours. The impact on the Transit Operations Budget to operate Route 60 will be approximately \$1,447.83 per day with an anticipated annual cost of approximately \$376,435.80. The cost for service to Route 60 will be provide by the Local Transportation Fund returned through the annual Los Angeles County Formula Allocation process. Therefore, there will be no fiscal impact to the general fund or the Transit Operations Budget.

**Approve Memorandum of Understanding No. 21-11 between the City of Montebello and the City of Pico Rivera to resume transportation service to Route 60 by and through Montebello Bus Lines**

Page 2 of 2

**BACKGROUND**

On March 4, 2020, the State of California, the Los Angeles County Board of Supervisors, and the Los Angeles County Health Officer declared public health emergencies related to the global coronavirus (COVID-19) pandemic. In response, the Montebello City Council declared a local emergency on March 12, 2020, with subsequent action taken on March 16, 2020. The action taken to protect the public health and our community included a reduction of fixed route transportation services the City of Montebello (Montebello) provides through MBL to Montebello and the surrounding communities including the City of Pico Rivera (Pico Rivera). Consequently, service to Route 60 was temporarily halted based on health guidelines and operational efficiency.

Recently, with the easing of COVID-19 Emergency protocols, Pico Rivera requested Montebello consider restoring service to Route 60. Through bilateral discussions, Montebello agreed to meet Pico Rivera's request to restore transportation services provided by MBL to Route 60. Furthermore, beginning September 20, 2021, both cities agreed to resume service to Route 60 in accordance with the proposed MOU by and between the two cities (see Attachment "A"). Subsequently, MBL resumed operations, Monday through Friday, from 6:55 a.m. to 6:28 p.m., beginning and ending at Arrington Ave. and Telegraph Rd., Pico Rivera, with service to Route 60 provided using one (1) bus looping northbound to southbound on the route, making stops every seventy (70) minutes.

The MOU incorporates the responsibilities, and general conditions and procedures established between both cities and may be amended or modified at any time upon the written approval of both cities. Montebello reserves the right to adjust service (i.e., increase/decrease) as necessary and will provide a ten (10) day written notice to Pico Rivera. In addition, the term of this MOU shall commence on September 20, 2021, and remain in effect until terminated by further writing. Either city may terminate this MOU with or without cause upon thirty (30) days advanced written notice to the other city.

**SUMMARY**

Staff recommends the City Council approve the Memorandum of Understanding (attached hereto in substantial form) between the City of Montebello and the City of Pico Rivera to resume transportation service to Route 60 by and through Montebello Bus Lines; and direct staff to take such additional related, action that may be desirable.

**ATTACHMENT (S):**

- A. Attachment A – MOU between the City of Montebello and the City of Pico Rivera

## **ATTACHMENT B**

### **MEMORANDUM OF UNDERSTANDING NO. 21-11 BY AND BETWEEN THE CITY OF MONTEBELLO (BY AND THROUGH MONTEBELLO BUS LINES) AND THE CITY OF PICO RIVERA**

This Memorandum of Understanding (“MOU”) is entered into on October 13, 2021 (“Effective Date”) by and between the City of Montebello (by and through Montebello Bus Lines (“MBL”)), a California municipal corporation (hereinafter “Montebello”), and the City of Pico Rivera, a California municipal corporation (hereinafter “Pico Rivera”), for the purpose of resuming service to Route 60 provided by MBL. Montebello and Pico Rivera are at times referred to herein individually as a “Party” and jointly as the “Parties.”

**WHEREAS**, MBL provides public transportation services to Montebello and neighboring communities including Pico Rivera; and

**WHEREAS**, on March 4, 2020, the Los Angeles County Public Health Officer (the “County”) declared a local health emergency based on an imminent and proximate threat to public health from the introduction of a novel coronavirus (“COVID-19”) in Los Angeles County (the “COVID-19 Emergency”); and

**WHEREAS**, on March 4, 2020, the Governor of the State of California declared a State of Emergency in California as a result of the threat of COVID-19; and

**WHEREAS**, on March 12, 2020, Montebello signed a local emergency declaration ratifying the local health emergency declared by the County; and

**WHEREAS**, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the COVID-19 Outbreak; and

**WHEREAS**, on March 16, 2020, Montebello took subsequent action to protect the health, safety, and welfare of the community by reducing the fixed transportation services provided by MBL to Montebello and surrounding communities; and

**WHEREAS**, service to Route 60 provided by MBL operating two (2) buses, one (1) running northbound and one (1) running southbound; stopping every thirty-five (35) minutes, halted due to the COVID-19 Outbreak; and

**WHEREAS**, recently, with the easing of COVID-19 Emergency protocols, Pico Rivera requested Montebello consider restoring service to Route 60; and

**WHEREAS**, in order to meet Pico Rivera’s request to restore transportation services, the Parties have agreed that MBL shall provide and resume service to Route 60 described herein running to and around Pico Rivera; and

**WHEREAS**, Montebello, by and through MBL, agrees to resume Route 60 with service to and around Pico Rivera starting on September 20, 2021 according to an agreed-upon schedule; and

## MEMORANDUM OF UNDERSTANDING NO. 21-11

Page 2 of 5

**WHEREAS**, this MOU is a legally binding agreement based on the promises of the Parties outlined herein.

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, Montebello, by and through MBL, and Pico Rivera agree as follows:

### **1. PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING**

The purpose of this MOU is to re-establish an agreement between Montebello and Pico Rivera where MBL will resume service using one (1) bus looping northbound to southbound on route. To effectuate this agreement between the Parties, the service will commence on September 20, 2021, Monday through Friday, from the hours of 6:55 a.m. to 6:28 p.m., beginning and ending in Pico Rivera.

### **2. TERM AND TERMINATION**

The term of this MOU shall commence on September 20, 2021 and shall remain in effect until terminated by a further writing. Either Party may terminate this MOU with or without cause upon thirty (30) days advanced written notice to the other Party.

### **3. PARTIES' RESPONSIBILITIES:**

The Parties will work together to effectuate Route 60 bus service described herein running to and around Pico Rivera. Pico Rivera shall not be obligated to provide any form of service to Route 60. All service will be provided by MBL.

#### **A. MBL will adhere to the following schedule to resume Route 60 operations:**

- i. MBL will resume operations beginning September 20, 2021, Monday through Friday ("Weekdays"), from 6:55 a.m. to 6:28 p.m., beginning and ending at Arrington Ave. and Telegraph Rd., Pico Rivera, as described in Exhibit A ("Line 60 Bus Stops"), attached hereto and incorporated herein by this reference.
- ii. MBL will restore service to Route 60 using one (1) bus looping northbound to southbound on route, making stops every seventy (70) minutes.

#### **B. MBL will not be required to provide service for Route 60 after 6:28 p.m. ("Evenings"), Saturdays or Sundays ("Weekends"), or Legal Holidays.**

#### **C. Montebello is conducting a Comprehensive Operational Analysis of MBL's entire transit system which may provide future recommendations that may impact current service and routing for Route 60. Should the analysis recommend changes (i.e., increase/decrease/pause/eliminate) to service of Route 60 due to ridership demand, the Parties may amend this MOU in writing in accordance with Subsection (C) "Amendments" of Section 4 "General Conditions and Procedures" described below.**

#### **D. Pico Rivera shall agree to indemnify, hold harmless, and defend Montebello in accordance**

**MEMORANDUM OF UNDERSTANDING NO. 21-11**

Page 3 of 5

with Subsection (B) “Indemnity” of Section 4 “General Conditions and Procedures” described below.

**4. GENERAL CONDITIONS AND PROCEDURES**

- A. Personnel.** For purposes of this MOU, Montebello and Pico Rivera shall remain independent public entities. Pico Rivera shall not be considered employees or contractors of Montebello or MBL for any purpose. Staff and personnel shall, during the term of this MOU, remain employees of their respective employer for all purposes. The officers, officials, employees, and agents of Montebello and Pico Rivera shall, at all times during the term of this MOU, be under the exclusive control of their respective employer.
  
- B. Indemnity.** Pico Rivera agrees to indemnify and hold Montebello, including MBL, its members, officials, officers, volunteers, agents, and staff harmless from and against any and all actions, claims, damages, liabilities, losses, or expenses, including any “non-compliance” claim under the American with Disabilities Act (ADA), legal costs, and attorneys' fees, whether or not suit is actually filed, that may be asserted against or incurred by Montebello with respect to or in any way arising out of or in connection with Route 60 services to Pico Rivera, or any other person or entity involved by, for, with or on behalf of Pico Rivera, in the performance of this MOU.
  
- C. Amendments.** This MOU may be amended or modified at any time upon the written approval of both Parties. Montebello reserves the right to adjust service (i.e., increase/decrease/pause/eliminate) as necessary and will provide a ten (10) day written notice to Pico Rivera.

**5. MISCELLANEOUS**

- A. Notices.** All notices which the Parties requires or desires to give hereunder shall be in writing and shall be given when delivered personally or ten (10) business days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

If to MBL:

Montebello Bus Lines  
Attn: Director of Transportation  
400 S. Taylor Avenue  
Montebello, CA 90640

If to Pico Rivera:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING NO. 21-11**

Page 4 of 5

- 
- B. Waiver.** Waiver by either Party of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by a Party to any breach of the provisions of this MOU shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this MOU.
- C. Assignment of Rights.** The Parties shall not delegate, transfer, or assign its duties or rights hereunder, either in whole or in part, without prior written consent and any attempt to so shall be void and of no effect.
- D. Compliance with All Applicable Laws.** The Parties shall comply with all applicable City, state, and federal laws and regulations during the term of this MOU.
- E. Governing Law; Venue.** This MOU shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in a Superior Court of the County of Los Angeles.
- F. No Presumption in Drafting.** The Parties to this MOU agree that the general rule that an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.
- G. Severability.** If any term, provision, condition, or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and construed without the invalid, void, or unenforceable provision(s).
- H. Entire Agreement.** This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- I. Authority to Execute this Agreement.** The person or persons executing this MOU on behalf of each Party warrants and represents that he or she has the authority to execute this MOU on behalf of the respective Party and has the authority to bind the same.

**[SIGNATURE PAGE TO FOLLOW]**

**MEMORANDUM OF UNDERSTANDING NO. 21-11**

Page 5 of 5

**IN WITNESS WHEREOF**, the Parties have executed this contract as of the date indicated below and it is effective as of the date indicated above.

**CITY OF MONTEBELLO, a California  
municipal corporation**

**CITY OF PICO RIVERA, a California  
municipal corporation**

By: \_\_\_\_\_  
Kimberly Ann Cobos-Cawthorne, Mayor

By: \_\_\_\_\_  
Raul Elias, Mayor

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Christopher Jimenez, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

**Line 60 Bus Stops: northbound**

<b>Arrington/ Telegraph</b>
<b>Serapis/ Telegraph</b>
<b>Passons/ Telegraph</b>
<b>Passons/ Sunglow</b>
<b>Passons/ La Docena</b>
<b>Passons/ Shade Ln.</b>
<b>Passons/ Myron</b>
<b>Passons/ Slauson</b>
<b>Passons/ Rivera</b>
<b>Passons/ Bascom</b>
<b>Passons/ Call</b>
<b>Passons/ Foxbury</b>
<b>Passons/ Washington</b>
<b>Passons/ Haney</b>
<b>Passons/ Balfour</b>
<b>Passons/ Mines</b>
<b>Passons/ Reichling</b>
<b>Passons/ Bexley</b>
<b>Passons/ Loch &amp; Lomond</b>
<b>Passons/ Glencannon</b>
<b>Jackson/ Passons</b>
<b>Whittier/ Lindsey</b>
<b>Rosemead/ Whittier</b>
<b>Rosemead/ Olympic</b>
<b>Rosemead/ Beverly Rd.</b>
<b>Durfee/ Beverly Rd.</b>
<b>Durfee/ Dork</b>
<b>Durfee/ Harrel</b>
<b>Durfee/ Banta</b>
<b>Durfee/ Gallaton</b>
<b>Durfee/ Sandown</b>
<b>Cate/ Chapelle</b>
<b>Woodford/ Sandoval</b>
<b>Woodford/ Banta</b>
<b>San Gabriel River Pwy</b>

## Line 60 Bus Stops: southbound

<b>San Gabriel River Pwy.</b>
<b>Manning/ Beverly Rd.</b>
<b>Beverly Rd./ Durfee</b>
<b>Whittier/ Rosemead</b>
<b>Whittier/ Lindsey</b>
<b>Passons/ Jackson</b>
<b>Passons/ Almo</b>
<b>Passons/ Loch &amp; Lomond</b>
<b>Passons/ Reichling</b>
<b>Passons/ Mines</b>
<b>Passons/ Balfour</b>
<b>Passons/ Homebrook</b>
<b>Passons/ Wampier</b>
<b>Passons/ Washington</b>
<b>Passons/ Danbridge</b>
<b>Passons/ Rex</b>
<b>Passons/ Bascom</b>
<b>Passons/ Rivera</b>
<b>Passons/ Slauson</b>
<b>Passons/ Myron</b>
<b>Passons/ Shade Ln.</b>
<b>Passons/ La Docena</b>
<b>Passons/ Sun glow</b>
<b>Passons/ Telegraph</b>
<b>Telegraph/ Serapis</b>
<b>Arrington/ Telegraph</b>