

**PALOS VERDES PENINSULA TRANSIT AUTHORITY**  
**AGENDA**  
**Thursday – October 18, 2012**  
**4:00 p.m.**

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CITY OF ROLLING HILLS ESTATES – Council Chambers  
4045 Palos Verdes Drive North  
Rolling Hills Estates, CA 90274

**AGENDA DESCRIPTIONS**

The Agenda descriptions are intended to give notice to members of the public of a general summary of items of business to be transacted or discussed. The list Action represents the Administrator's recommendation. The Board may take any action which it deems to be appropriate on the agenda and is not limited in any way by the notice of the recommended action.

This agenda, related staff reports, and any correspondence received as addenda are available at the Authority's office, 38 Crest Road West, Rolling Hills, CA 90274.

- I. ROLL CALL & WELCOME**
- II. PLEDGE OF ALLEGIANCE**
- III. CONFIRM POST OF THE AGENDA BY ROLLING HILLS ESTATES CITY CLERK**
- IV. CONSENT CALENDAR ITEMS (A-C)**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no discussion of these items unless members of the Board request specific items to be removed from the Consent Calendar for separate action.

- A. Minutes of the July 18, 2012 Board Meeting - per attached

<p>If you need special assistance to participate in an Authority meeting under the Americans with Disabilities Act (ADA) or as a person with limited English proficiency (LEP) under Executive Order 13166, please contact the Secretary (310-544-7108) with request for reasonable accommodation at least forty-eight hours prior to the meeting.</p>
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- B. Register of Standing demands and Previously Authorized demands under Resolution 94/95-01 and per attached listing:

Month	Checks	Amount
July	4715-4733	\$132,509.44
August	4734-4758	\$140,407.93
Sept.	4759-4782	\$467,194.12
<b>TOTAL</b>		<b>\$740,111.49</b>

- C. Surplus Vehicles -per attached

RECOMMENDED ACTION: Approve Consent Calendar items

## V. PUBLIC COMMENTS

At this time members of the public may address the Board regarding any items within the subject matter jurisdiction of the Board but no action may be taken on off-agenda items unless authorized by law.

## VI. MONTHLY & REGULAR REPORTS

### A. Operations Report

1. Review of ridership data for the period ending 9/30/12 -per attached

RECOMMENDED ACTION: Receive and file report

### B. Finance

1. Financial Statements as of September 30, 2012 -per attached

RECOMMENDED ACTION: Receive and file statements.

## VII. NEW BUSINESS

1. Licensing Agreement with PVPUSD -per attached

RECOMMENDED ACTION: Approved Licensing Agreement with PVPUSD

2. Metro 2013 Call for Project -per attached

RECOMMENDED ACTION: Direct staff to submit an application for Transit Capital to Metro's 2013 Call for Projects

3. Bus Service To Ridgecrest School -per attached

RECOMMENDED ACTION: Receive and file

#### **VIII. OLD BUSINESS**

1. Request for Proposal- Real-Time Passenger Information System -per attached

RECOMMENDED ACTION: Reject all bids and reissue Request for Proposal (RFP).

#### **IX. ADMINISTRATOR ITEMS**

#### **X. CHAIR ITEMS AND MEMBER ITEMS**

1. METRO South Bay Governance Council Update -verbal  
2. PVPUSD Update -verbal

#### **XI. ADJOURNMENT TO January 24, 2013**

Next Meetings: January 24, 2013  
February or March 2013-Annual Workshop  
April 25, 2013

**PALOS VERDES PENINSULA TRANSIT AUTHORITY**

**BOARD MINUTES  
Thursday, July 26, 2012**

CITY OF ROLLING HILLS ESTATES – Council Chambers  
4045 Palos Verdes Drive North  
Rolling Hills Estates, CA 90274

Present:

Palos Verdes Estates: Rosemary Humphrey, Jim Goodhart  
Rancho Palos Verdes: Susan Brooks, Jim Knight  
Rolling Hills Estates: John Addleman, Frank Zerunyan

Member Agencies Staff

Martin Gombert, PVPTA  
Koral Shishido, BCWS  
Greg Grammer, RHE  
Nicole Jules, RPV  
Judy Smith, Palos Verdes Estates

Other

**I. ROLL CALL AND WELCOME**

At 4:05 p.m. Chairperson Addleman welcomed those present and opened the meeting.

**II. PLEDGE OF ALLEGIANCE**

**III. CONFIRM POSTING OF THE AGENDA BY ROLLING HILLS ESTATES  
CITY CLERK**

Mr. Greg Grammer, RHE Assistant City Administrator confirmed the posting of the Authority Agenda.

**VI. CONSENT CALENDAR (1-2)**

**Member Brooks approval of the Consent Calendar seconded by  
Member Goodhart and approved by unanimous vote.**

**V. PUBLIC COMMENTS**

None

## VI. MONTHLY AND REGULAR REPORTS

- A.1 Operations Report: Mr. Gombert presented the operations report for the period ending June 30, 2012. There were several comments by board members.
- B.1 Financial Report: Mr. Martin Gombert, Administrator and Ms. Koral Shishido, BCWS reviewed the financial report for the period ending June 30, 2012. There was discussion.

**Member Goodhart moved to receive and file the monthly reports, seconded by Member Knight, and approved by unanimous vote.**

## VII. NEW BUSINESS

### 1. Capital Program

Administrator Gombert presented the Capital Improvement program item and noted that the report recommended two vehicle purchases, one from Creative Bus Sales and the second from A-Z Bus Sales.

Member Goodhart asked where the two new large buses would be used. Mr. Gombert replied that they were used on the Orange and Green Lines where their capacity was warranted by ridership levels.

Chairperson Addleman asked about the warranty on the new buses being purchased from Creative Bus Sales. Administrator Gombert said that both the drive train and body were warrantied for approximately three years. He said he would get more detailed information on the question.

**Member Brooks moved approval of the staff recommendation, seconded by Chairperson Addleman, and unanimously approved roll call vote.**

### 2. Dial-A-Ride Analysis

Mr. Gombert presented the Dial-A-Ride Analysis and noted that ridership has fluctuated between 6,000 and 10,000 customers annually. He also noted that a small percentage of users are the largest users of the system due to chronic medical issues and/or are undergoing dialysis treatment.

There was considerable discussion on this issue by Board Members.

**Member Knight moved approval the staff recommendation to return to the Board in October with recommended changes to the dial-a-ride program, seconded by Member Goodhart and approved by unanimous roll call vote.**

3. Real-Time Passenger Information System (RFP)

Mr. Gombert presented the Real-Time Passenger Information System RFP to the Board. There was considerable discussion regarding insurance Requirements, required number of proposals required, and several sections of the RFP. Administrator Gombert said he would review the comments and make changes to the RFP as required.

**Member Knight moved approval of the issuance of the RFP, seconded by Member Goodhart, and unanimously approved by roll call vote.**

4. Proposition A Fund Exchange with the City of Bell

**Member Goodhart moved approval of the staff recommendation, seconded by Chairperson Addleman, and approved by by unanimous roll call vote.**

**VIII. OLD BUSINESS**

None

**IX. ADMINISTRATOR ITEMS**

Administrator Gombert reviewed his recent trip to the APTA Board Member Workshop in Atlanta, TAP working Group, and PV Education Foundation. Mrs. Jill Kollmann talked in more detail about the PV Education Foundation partnership.

**X. CHAIR AND MEMBER ITEMS**

1. Members Addleman and Goodhart reviewed Metro issues.
2. Chairperson Addleman talked about the potential of operating shuttle service to the Terrena Resort.
3. Lydia Cano, PVPUSD was unable to attend the meeting because of a prior commitment.

**XI. ADJOURNMENT**

**Chairperson Addleman moved to adjourn the Board Meeting until October 25, 2012, seconded by Member Humphrey and approved by unanimous vote.**

The meeting was adjourned at 5:57 p.m.

4:10 PM  
 10/12/12  
 Cash Basis

**Palos Verdes Peninsula Transit Authority**  
**Checks Written for Month**  
 July 2012

Date	Num	Name	Memo	Original Amount	Paid Amount
<b>Jul 12</b>					
7/2/2012	eft	Well Fargo Equipment Finance, Inc.	Contract No. 001-0266068-400	-10,650.00	-10,650.00
7/13/2012	4715	Administrative Services Co-Op	June 2012	-16,671.14	-16,671.14
7/13/2012	4716	AT&T	Account No. 0206360576001	-219.98	-219.98
7/13/2012	4717	Daily Breeze	Subscription - Daily Print	-60.00	-60.00
7/13/2012	4718	Gayle Albin-Bailey	June 2012	-262.50	-262.50
7/13/2012	4719	Lomita Business Machines	Invoice 25251 - fax repair	-99.00	-99.00
7/13/2012	4720	PVPUSD	Invoice for Gasoline - June 2012	-599.53	-599.53
7/13/2012	4721	PVPUSD-Rent	July 2012	-50.00	-50.00
7/13/2012	4722	Those Designers	Parent mailing design	-136.57	-136.57
7/13/2012	4723	Transportation Concepts Inc.	Invoice 496-06-12 June 2012	-82,176.49	-82,176.49
7/13/2012	4724	Verizon California 310 544-7108	310 544-7108	-140.67	-140.67
7/13/2012	4725	Verizon California 310 544-7109	310 544-7109	-36.59	-36.59
7/13/2012	4726	White Wings Cleaning Service	Invoice 5074	-75.00	-75.00
7/13/2012	4727	William Ritchie	Dial A Ride Refund - TaxiCard #624948	-120.00	-120.00
7/13/2012	4728	Xerox	Invoice No. 062499910 June 2012	-377.40	-377.40
7/13/2012	4729	Clean Energy	CNG Fuel	-2,704.81	-2,704.81
7/13/2012	4730	Clean Energy	CNG Fuel	-707.39	-707.39
7/31/2012	4733	Mobility Advancement Group	July 2012 Administrative Services	-17,422.37	-17,422.37
<b>Jul 12</b>					<b>-132,509.44</b>



4:13 PM  
 10/12/12  
 Cash Basis

**Palos Verdes Peninsula Transit Authority**  
**Checks Written for Month**  
**August 2012**

Date	Num	Name	Memo	Original Amount	Paid Amount
<b>Aug 12</b>					
8/2/2012	eft	Well Fargo Equipment Finance, Inc.	Contract No. 001-0266068-400	-10,650.00	-10,650.00
8/21/2012	4734	Administrative Services Co-Op	July 2012	-16,740.89	-16,740.89
8/21/2012	4735	Arrowhead Mountain Spring Water	Invoice 02GE0024293722 and Invoice 02H00...	-58.66	-58.66
8/21/2012	4736	AT&T	Account No. 0206360576001	-215.35	-215.35
8/21/2012	4737	Clean Energy	CNG Fuel	-4,358.96	-4,358.96
8/21/2012	4738	County Sanitation Districts of LA County	August 2012	-6,475.00	-6,475.00
8/21/2012	4739	Desktop Design	Office Supplies	-750.00	-750.00
8/21/2012	4740	MFR Graphics	Office Supplies	-535.05	-535.05
8/21/2012	4741	Mutual Liquid Gas & Equipment Co., Inc.	Propane Fuel	-10,083.03	-10,083.03
8/21/2012	4742	Palos Verdes Peninsula Directory	Senior Transportation Services	-460.00	-460.00
8/21/2012	4743	Pitney Bowes - Purchase Power	Acct. 8000-9090-0212-1536	-800.00	-800.00
8/21/2012	4744	PitneyBowes Global Financial Services	Invoice 8679947-JN12	-236.45	-236.45
8/21/2012	4745	PVPUSD	Invoice for Gasoline - July 2012	-143.05	-143.05
8/21/2012	4746	PVPUSD-Rent	Office Rent	-100.00	-100.00
8/21/2012	4747	Sir Speedy	Printing of Fall Bus Schedules	-565.88	-565.88
8/21/2012	4748	Transportation Concepts Inc.	VOID: Invoice 496-07-12 July 2012	0.00	0.00
8/21/2012	4749	Verizon California	Internet Service Fees	-304.99	-304.99
8/21/2012	4750	Verizon California 310 544-7108	310 544-7108	-155.56	-155.56
8/21/2012	4751	Verizon California 310 544-7109	310 544-7109	-44.24	-44.24
8/21/2012	4752	White Wings Cleaning Service	Invoice 5150	-75.00	-75.00
8/21/2012	4753	Xerox	Invoice No. 063225585 July 2012	-416.99	-416.99
8/21/2012	4754	Transportation Concepts Inc.	Invoice 496-07-12 Revised July 2012	-68,741.84	-68,741.84
8/28/2012	4755	South Bay Fire	Invoice 123868-Fire Extinguisher Service	-60.00	-60.00
8/28/2012	4756	Mobility 21	Seminar Registration for Martin Gombert	-325.00	-325.00
8/31/2012	4757	Mobility Advancement Group	Administrative Services for August 2012	-17,521.99	-17,521.99
8/31/2012	4758	John Williams	Annual Pass Refund	-590.00	-590.00
<b>Aug 12</b>					<b>-140,407.93</b>

4:09 PM  
 10/12/12  
 Cash Basis

**Palos Verdes Peninsula Transit Authority**  
**Checks Written for Month**  
 September 2012

Date	Num	Name	Memo	Original Amount	Paid Amount
<b>Sep 12</b>					
9/2/2012	eft	Well Fargo Equipment Finance, Inc.	Contract No. 001-0266068-400	-10,650.00	-10,650.00
9/17/2012	4759	Administrative Services Co-Op	August 2012	-16,889.95	-16,889.95
9/17/2012	4760	AT&T	Account No. 0206360576001	-300.71	-300.71
9/17/2012	4761	Clean Energy	CNG Fuel	-3,237.41	-3,237.41
9/17/2012	4762	Daphne Chu	Refund of Kenneth Tam Bus Pass #2050	-295.00	-295.00
9/17/2012	4763	Darold D. Pieper	Invoice 20087	-25.00	-25.00
9/17/2012	4764	Fedex Office	Banner	-306.57	-306.57
9/17/2012	4765	Gayle Albin-Bailey	July/August 2012	-412.50	-412.50
9/17/2012	4766	Harvey Spencer	Refund - Sarah Spencer Bus Pass #2060	-590.00	-590.00
9/17/2012	4767	Mutual Liquid Gas & Equipment Co., Inc.	August 2012	-4,249.21	-4,249.21
9/17/2012	4768	PitneyBoves Global Financial Services	Invoice 8679947-JN12	-32.00	-32.00
9/17/2012	4769	PVPUSD	Invoice for Gasoline - August 2012	-80.89	-80.89
9/17/2012	4770	Rolling Hills Estates	Marketing	-25.00	-25.00
9/17/2012	4771	Those Designers	Sign and banner	-325.57	-325.57
9/17/2012	4772	Transportation Concepts Inc.	Invoice 496-08-12 August 2012	-60,973.48	-60,973.48
9/17/2012	4773	Verizon California 310 544-7108	310 544-7108	-182.27	-182.27
9/17/2012	4774	Verizon California 310 544-7109	310 544-7109	-43.45	-43.45
9/17/2012	4775	Verizon Internet Solutions	Account 1187744825	-155.00	-155.00
9/17/2012	4776	Western Graphix	ID cards, printer ribbon	-352.10	-352.10
9/17/2012	4777	White Wings Cleaning Service	Invoice 5152	-125.00	-125.00
9/17/2012	4778	Xerox	Invoice No. 063671994 August 2012	-381.66	-381.66
9/25/2012	4780	City of Bell	Proposition A Fund Exchange	-350,000.00	-350,000.00
9/27/2012	4781	Mobility Advancement Group	Administrative Services for September 2012	-17,426.65	-17,426.65
9/27/2012	4782	Sunset House Corporation	Dial-A-Ride Refund for Muriel Massey	-135.00	-135.00
<b>Sep 12</b>					<b>-467,194.42</b>

## MEMORANDUM

TO: AUTHORITY MEMBERS  
FROM: Martin Gombert, Administrator  
DATE: October 11, 2012  
SUBJECT: Surplus Vehicles

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### INTRODUCTION

The CNG storage tanks on four Authority vehicles (1036-1040) recently expired. Two vehicles received new CNG storage tanks and are currently in service.

Vehicles 1037 and 1040 have reached the end of their useful life and cannot be operated due to time-expired CNG storage tanks.

### RECOMMENDATION

Declare vehicles 1037 and 1040 surplus and direct staff to dispose of at auction.

## MEMORANDUM

TO: AUTHORITY MEMBERS

FROM: Martin Gombert, Administrator

DATE: October 11, 2012

SUBJECT: Operations Reports Report for the period ending 09/30/12

### PV TRANSIT

Fall PV Transit service got off to a great start on August 28<sup>th</sup>. There were very few service problems and we received many positive comments on our service.

PV Transit ridership for the first quarter totaled 26,432, approximately the same number as the previous year's totals. Average school day ridership for the first 23 days of service averaged 837 passengers a day, with ridership exceeding 900 passengers on two days.

Staff has analyzed the average daily ridership of each bus route for the first twenty-two days of fall service. Shown below is the average daily ridership, percent change since the same period last year, and the highest ridership day.

Route	FY 2012 Ridership	% Change	Highest Day
Blue	79	+22%	92
Gold	30	+21%	37
Green	286	-4%	315
Green Eastview	32	-11%	42
Silver	55	+21%	88
White	93	-28%	111
Orange	116	+2%	132
225-226	147	+4%	192

Staff has identified the Gold, Green Eastview, and White routes as having excess capacity and/or ridership declines from the previous year.

To increase ridership on these routes, the Authority will be sending out letters to parents with students living along these routes with free ride coupons as well as directions to the nearest bus stop. The Authority will use address lists provided by the School District and cross reference the addresses with the nearest bus stop.

The Authority is using this targeted approach is a cost-effective way to introduce customers to PV Transit service.

### **Marketing Efforts**

As we noted in the September Update Letter, PV Transit posted a “why drive?” sign at the corner of PV Drive North and East in September. The sign was designed to encourage transit usage and has generated calls for additional service information. PV Transit will post this sign through the City of Rolling Hills Estates three additional times over the next year.

Staff will make a brief presentation on Google Transit at the meeting. This service became available in September.

### **Dial-A-Ride Service**

Dial-A-Ride ridership totaled 2,391 for the first three months of FY 2013. This is a 21% increase compared to previous year’s totals. Approximately 18% of these trips were made by wheelchair patrons.

Staff will provide an update to the Board at the January meeting with recommended changes to the Dial-A-Ride program that could help control costs and make the program easier to use for participants.

Copies of the ridership graphs for both fixed route and dial-a-ride service are attached.

### **Governmental Relations**

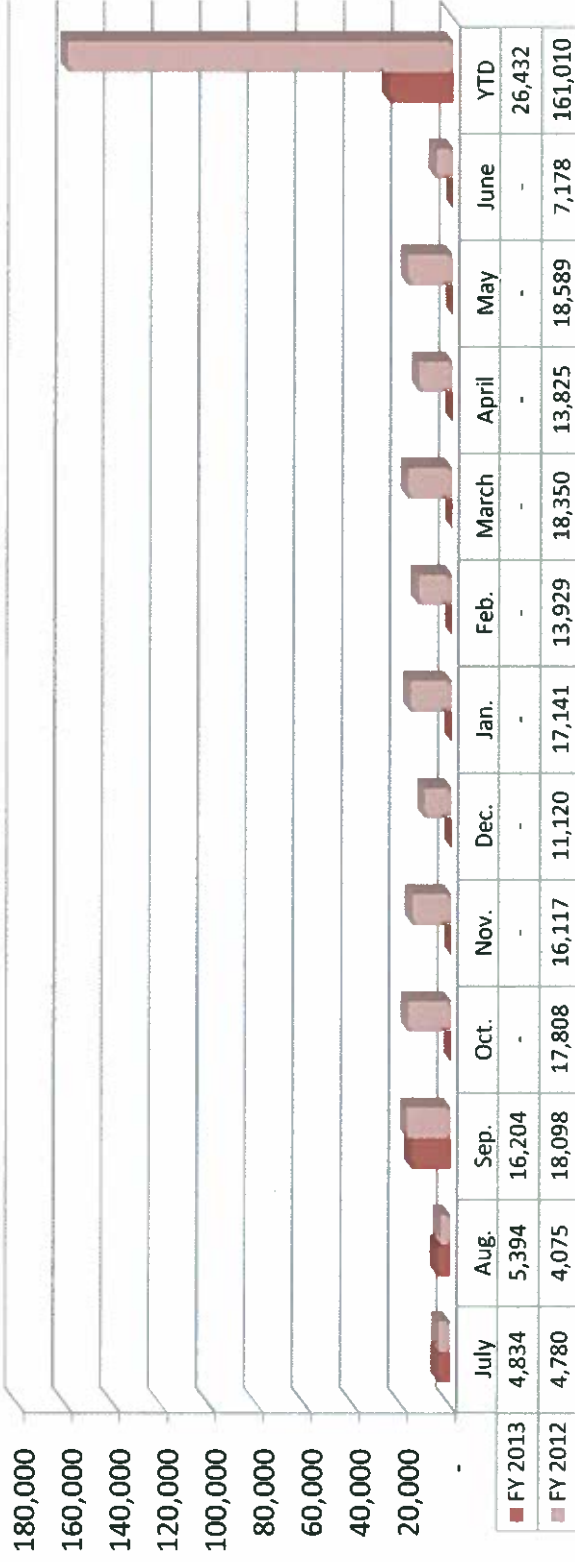
During the past three months staff has attended meetings of Metro’s Local Transit Service Subcommittee (LTSS), Access Services’ Board Meetings, Metro South Bay Governance Council, and Metro’s Bus Operations Subcommittee.

### **RECOMMENDATION**

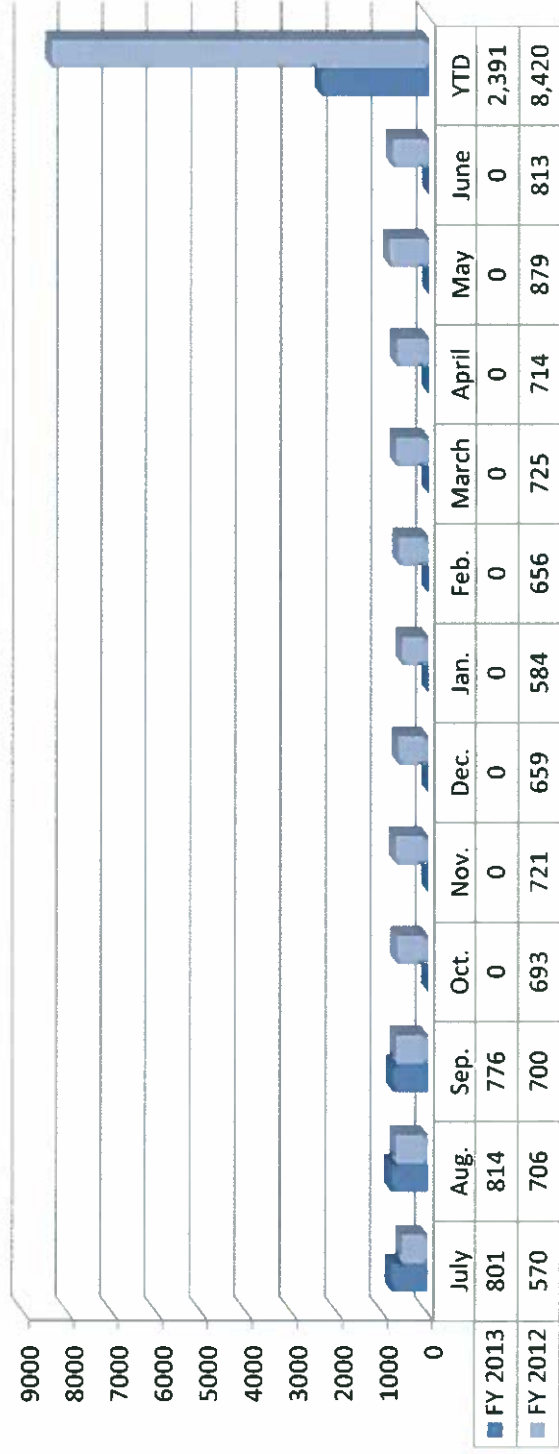
Receive and file report.



## PV TRANSIT RIDERSHIP



## Dial-A-Ride/Lift Ridership Palos Verdes Peninsula Transit Authority



**MEMORANDUM**

TO: AUTHORITY MEMBERS  
FROM: Martin Gombert, Administrator  
DATE: October 13, 2012  
SUBJECT: Financial Statements for the period ending September 30, 2012

Attached are the Financial Statements for the period ending September 30, 2012

The first report presented is Management Analysis-Budget vs. Actual. The results of this report are analyzed below. The following two reports are Profit and Loss YTD Comparison and Balance Sheet generated by the Quick Books accounting software.

**Budget vs. Actual**

Total expenses for the first quarter FY 2013 totaled \$506,543, 1.12% below budgeted amounts.

Fuel expenses totaled \$29,766, 38% below budget. The lower fuel cost is due to the introduction of five new CNG buses into service late this summer.

Dial-A-Ride operating fees were 30% above budget due to a corresponding increase in ridership. Fixed route operating fees were \$1,181 above budget (0.46%).

**Charges for Services**

Passenger revenue totaled \$144,321 for the fiscal year to date. This was \$1,805 (-1.24%) below budget.

Charter revenue was zero for the first quarter because the Authority did not operate the charter service for the Concours D'Elegance. PV Transit had operated this service under contract to Los Angeles County for many years. The Department of Public Works now requires bus companies that bid on County contracts to directly employ their drivers. Since PV Transit contracts its operations, we were unable to bid on this service.

PV Transit has sold 6% more passes than the previous year.

**Government Revenue**

A copy of the A/R Aging Summary is attached, which shows the status of accounts receivables. Staff will provide an update on this report at the Board Meeting.

Attachments  
-Financial Statements



**Palos Verdes Peninsula Transit Authority**  
**Management Analysis**  
**Budget vs. Actual**  
**YTD September 30, 2012**

	<u>YTD 09/30/12</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% Diff</u>
<b>Operating Revenue</b>				
<b>Charges for Services</b>				
Fixed Route	\$ 131,196	\$ 128,706	\$ 2,490	1.93%
Dial-A-Ride	\$ 13,125	\$ 12,420	\$ 705	5.68%
Charters	\$ -	\$ 5,000	\$ (5,000)	-100.0%
<b>TOTAL OPERATING REVENUE</b>	<b>\$ 144,321</b>	<b>\$ 146,126</b>	<b>\$ (1,805)</b>	<b>-1.24%</b>
<b>Operating Expenses</b>				
<b>Operator Fees</b>				
Fixed Route	\$ 257,270	\$ 256,089	\$ 1,181	0.46%
Dial-A-Ride	\$ 49,466	\$ 38,000	\$ 11,466	30.17%
<b>Subtotal</b>	<b>\$ 306,736</b>	<b>\$ 294,089</b>	<b>\$ 12,647</b>	<b>4.3%</b>
<b>Contract Administration</b>	<b>\$ 51,853</b>	<b>\$ 52,800</b>	<b>\$ (947)</b>	<b>-1.79%</b>
<b>Fuel Purchases</b>	<b>\$ 29,766</b>	<b>\$ 48,069</b>	<b>\$ (18,303)</b>	<b>-38.08%</b>
<b>Marketing and Promotions</b>	<b>\$ 1,892</b>	<b>\$ 4,500</b>	<b>\$ (2,608)</b>	<b>-57.96%</b>
<b>Facility Leasing</b>	<b>\$ 19,425</b>	<b>\$ 19,425</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Other operating Expenses</b>	<b>\$ 13,030</b>	<b>\$ 9,700</b>	<b>\$ 3,330</b>	<b>34.33%</b>
<b>Depreciation</b>	<b>\$ 83,841</b>	<b>\$ 83,682</b>	<b>\$ 159</b>	<b>0.19%</b>
<b>Subtotal</b>	<b>\$ 199,807</b>	<b>\$ 218,176</b>	<b>\$ (18,369)</b>	<b>-8.42%</b>
<b>TOTAL EXPENSE</b>	<b>\$ 506,543</b>	<b>\$ 512,265</b>	<b>\$ (5,722)</b>	<b>-1.12%</b>
<b>OPERATING LOSS</b>	<b>\$ (362,222)</b>	<b>\$ (366,139)</b>	<b>\$ 3,917</b>	<b>-1.07%</b>

**Palos Verdes Peninsula Transit Authority**  
**Profit & Loss**  
July through September 2012

	<u>Jul - Sep 12</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
504.04 · Route 225/226 Operating Support	37,032.00
500.00 · Charges for Services	144,321.23
<b>Total Income</b>	<u>181,353.23</u>
<b>Gross Profit</b>	181,353.23
<b>Expense</b>	
751.00 · Interest Expense - Vehicles FR	240.17
621.03 · Facility Leasing	19,425.00
620.00 · Operator fees	306,736.58
660.00 · Marketing and promotions	1,892.35
650.00 · Fuel Purchases	29,766.62
640.00 · Depreciation	83,841.00
630.00 · Contract administration	51,853.11
680.00 · Other Operating Expense	12,767.65
6999 · Uncategorized Expenses	22.23
<b>Total Expense</b>	<u>506,544.71</u>
<b>Net Ordinary Income</b>	-325,191.48
<b>Other Income/Expense</b>	
<b>Other Income</b>	
551.01 · LA County Grant	376,000.00
556.00 · MTA Funding	0.00
750.00 · City Prop A exchange	-350,000.00
450.00 · Prop A Exchange	467,000.00
900.00 · Interest Income	739.15
920.00 · Member contributions	431,037.00
<b>Total Other Income</b>	<u>924,776.15</u>
<b>Net Other Income</b>	<u>924,776.15</u>
<b>Net Income</b>	<u><u>599,584.67</u></u>
<b>Net Assets, Beginning of year</b>	<u>2,551,147.89</u>
<b>Net Assets, Ending of year</b>	<u><u>3,150,732.56</u></u>

Palos Verdes Peninsula Transit Authority  
**Balance Sheet**  
As of September 30, 2012

	<u>Sep 30, 12</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
101.00 · Cash and cash equivalents	1,075,182.74
<b>Total Checking/Savings</b>	<u>1,075,182.74</u>
Accounts Receivable	
120.00 · Due from other governments	1,127,788.92
130.00 · Accounts Receivable-Other	125.00
<b>Total Accounts Receivable</b>	<u>1,127,913.92</u>
Other Current Assets	
140.00 · Prepaid Expense	10,079.24
1499 · Undeposited Funds	14,248.00
<b>Total Other Current Assets</b>	<u>24,327.24</u>
<b>Total Current Assets</b>	2,227,423.90
Fixed Assets	
212.00 · Accum. Depreciation - Vehicles	-2,255,694.15
212.10 · Accum Deprec Infrastructures	-1,826.17
15900 · Leasehold Improvements	12,449.00
16400 · Vehicles	3,323,443.57
<b>Total Fixed Assets</b>	<u>1,078,372.25</u>
<b>TOTAL ASSETS</b>	<u><u>3,305,796.15</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
310.00 · Vouchers Payable	155,063.59
<b>Total Accounts Payable</b>	<u>155,063.59</u>
<b>Total Current Liabilities</b>	<u>155,063.59</u>
<b>Total Liabilities</b>	155,063.59
Equity	
3900 · Retained Earnings	2,551,147.89
Net Income	599,584.67
<b>Total Equity</b>	<u>3,150,732.56</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>3,305,796.15</u></u>

**Palos Verdes Peninsula Transit Authority**  
**A/R Aging Summary**  
As of September 30, 2012

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
City of Rancho Palos Verdes	970.00	0.00	284,906.00	0.00	0.00	285,876.00
LA County	376,000.00	0.00	0.00	0.00	0.00	376,000.00
LACMTA	20,964.16	445,073.76	0.00	0.00	0.00	466,037.92
<b>TOTAL</b>	<b>397,934.16</b>	<b>445,073.76</b>	<b>284,906.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,127,913.92</b>

## MEMORANDUM

TO: AUTHORITY MEMBERS  
FROM: Martin Gombert, Administrator  
DATE: October 11, 2012  
SUBJECT: License Agreement with the Palos Verdes Peninsula School District

### INTRODUCTION

Since 1995 PV Transit has leased office and parking space from the Palos Verdes Peninsula Unified School District. The lease has expired and both parties are interested in extending the lease from July 1, 2012 through June 30, 2017.

### ANALYSIS

The terms of the License Agreement are very similar to the previous Agreement. Shown below is an overview of the lease cost along with any changes from the previous Agreement:

Annual Lease Fee: \$1.00	No change
Monthly Janitorial Fee: \$50.00	No change
Monthly Utilities: Actual Cost	No change
Waste Water Permit Fee: \$2,200 annually	New

Because the Authority parks buses on District property, the District must participate in the California Storm Water Pollution Prevention and Monitoring Program. Since PV Transit discontinued fueling gasoline buses at the District's facility, the Waste Water Permit Fee *may* not be required. District staff is currently reviewing the applicability of this fee with State regulators.

The District has also requested that the Authority share in the cost of replacing an old air conditioner unit at the Authority's office. This unit has reached the end of its useful life. The Authority's share of this project would be \$2,350.

The previous Agreement allowed the District to charge the Authority for actual utility costs but they never billed the Authority. The District has advised us that they will begin billing the Authority utility costs effective July 1, 2012. The new air conditioning unit would meet Energy Star efficiency guidelines and help mitigate utility charges.

### **FINANCIAL IMPACT**

The Authority's FY 2012-13 budget contains sufficient funds for this Agreement.

### **RECOMMENDATION**

Approve License Agreement with the Palos Verdes Peninsula Unified School District and an expenditure of up to \$2,350 to replace the air condition unit at the Authority's office.

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PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

LICENSE AGREEMENT WITH

PALOS VERDES PENINSULA TRANSIT AUTHORITY

PREAMBLE

PARTIES AND LICENSING

The Palos Verdes Peninsula Unified School District ("District") hereby licenses to the Palos Verdes Peninsula Transit Authority ("Transit Authority") those certain premises (the "Premises") more particularly described in Section 4.01 hereof located in the City of Rolling Hills at the Crest Road Maintenance site of the District, pursuant to this License dated July 1, 2012 ("Effective Date").

**ARTICLE 1. TERM**

Section 1.01: This License shall end June 30, 2017; provided that either party may terminate this License at any time upon not less than sixty (60) day's prior written notice to the other party, except as otherwise provided in this License.

**ARTICLE 2. LICENSE FEE**

Section 2.01: The Transit Authority agrees to pay the District as a license fee ("Fee") for use and occupancy of the Premises the sum of One Dollar (\$1) for each twelve (12) months use of the Premises, payable on the commencement date of this License and each year thereafter on the anniversary date of this License. In addition, the Transit Authority shall pay monthly to the District on the first day of each month during the term hereof the sum of Fifty Dollars (\$50.00) as payment for the District's providing commercially reasonable janitorial services to the office space portion of the Premises only. The parties agree that the amount paid for such janitorial services may be adjusted from time to time by side letter agreement between the parties.

Section 2.02: The Transit Authority shall not be required to make a security deposit.

Section 2.03: Fee (and any other required payments hereunder) shall be paid to the "Palos Verdes Peninsula Unified School District" at Malaga Cove Administration Center, 375 Via Almar, Palos Verde Estates, CA 90274 or such other place or places as District may from time to time designate by written notice given to Transit Authority.

Section 2.04: A late payment penalty equal to five percent (5%) of any payment due hereunder shall be assessed against the Transit Authority for any payment not received within ten (10) days of its due date.

Section 2.05: The District agrees to make available to the Transit Authority at the District's cost copy and printing equipment and supplies used by the District's personnel at the Crest Road Maintenance site for use by the Transit Authority in the ordinary course of its business; provided,

however, the maximum cost of such copying and printing services (measured by the cost thereof to the District) shall not exceed One Thousand Dollars (\$1,000.00) annually.

Section 2.06: Because of the Transit Authority's use of the Premises to park Transit Authority vehicles, the District must participate in the California Storm Water Pollution Prevention and Monitoring Program. Currently, the District must pay an annual fee of Eight Hundred Dollars (\$800.00). The District must also pay for a consultant to prepare plans and conduct storm water analysis to ensure compliance with provisions of the Federal Clean Water Act and California State Water Resources Control Board regulations, at a yearly cost of One Thousand Four Hundred Dollars (\$1,400.00). Thus, the current total annual cost to the District is Two Thousand Two Hundred Dollars (\$2,200.00) (collectively the "Permitting Fees"). The Permitting Fees may be adjusted from time to time and Transit Authority agrees to pay the District the full actual cost of the Permitting Fees each year. The current Permitting Fees of Two Thousand Two Hundred Dollars (\$2,200.00) are due upon execution of this Agreement. The Permitting Fees for subsequent years shall be paid by the Transit Authority within thirty (30) days of receipt of invoice from the District.

### ARTICLE 3. USE OF PREMISES

#### PERMITTED USES

Section 3.01: The Premises shall be used solely by the Transit Authority and exclusively for the following activities conducted by the Transit Authority and for no other use:

A. The office portion of the Premises shall be used as office space in which employees of the Transit Authority conduct daily clerical, managerial and operational activities of the Transit Authority.

B. The Transit Authority may also use that portion of the Premises designated by the District for parking. Such parking area of the Premises shall be used (i) for overnight storage of up to fourteen (14) passenger transportation vehicles, and (ii) daytime parking for personal vehicles of the Transit Authority's vehicle drivers. No maintenance, repair, or service of any vehicles, with the exception of fueling and fluid replenishment, shall be permitted within the Premises without the District's prior written permission.

C. The Transit Authority acknowledges that the District's administrative staff, Board Members, and visitors may park within areas designed by the District that are adjacent to office area of the Premises.

Section 3.02: The District acknowledges that the Transit Authority shall have no obligation to make the Premises available to third parties.

Section 3.03: (A) The Transit Authority and all of its employees and subcontractors shall respect the secure areas of the District's Crest Road Maintenance yard and warehouse. (B) The Transit Authority agrees that it shall not use the Premises for regularly scheduled uses before 7:00 a.m. or after 5:00 p.m. Monday through Friday except for the conducting of occasional Charter or Special Community services for other services, arrangements must be made through the District's Community Service Office. The Transit Authority shall also obtain approval from the District's



Community Service Office for any Saturday use of the Premises. Transit Authority may not interfere with District activities.

#### **PROHIBITED USES**

Section 3.04: The Transit Authority acknowledges that the following uses of the Premises are prohibited:

A. Transit Authority shall insure that all employees, invitees, and all others in attendance will adhere to proper standards of public conduct. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the Premises.

B. No parking of campers, mobile homes, non-operating vehicles or unlicensed vehicles is permitted on the Premises.

#### **ARTICLE 4. PREMISES**

Section 4.01: The Premises consist of the approximately twenty four hundred (2,400) square foot former Technical Services portable classroom building of the District and the parking areas shown on Exhibit A attached hereto and incorporated herein by this reference located at 38 Crest Road Rolling Hills, California 90274. The Transit Authority acknowledges that the number of the number of transit vehicles a user is entitled to park at the Premises is limited by a City of Rolling Hills Condition Use Permit ("CUP") to fourteen (14) and it agrees to abide by each and every aspect of the CUP.

#### **ARTICLE 5. UTILITIES AND TRASH COLLECTION**

Section 5.01: Telephone and other similar communication services provided at the Premises are the sole the responsibility of the Transit Authority. All other utility charges for the Premises shall be payable by the Transit Authority upon demand by the District, with the Transit Authority paying its pro rata portion thereof, as determined by the District, of any jointly metered utility service. The District shall also provide for commercially reasonable trash collection services and custodial services to the office area of the Premises.

#### **ARTICLE 6. MAINTENANCE, ALTERATION AND REPAIRS**

##### **MAINTENANCE BY DISTRICT**

Section 6.01: The District shall, at its own cost and expense, be responsible for all major structural maintenance and repair costs of the Premises, including but not limited to, electrical, plumbing, heating, and structure (including roofs and exterior painting); provided, however, any such maintenance and repair costs attributable to the negligence or other misconduct of the Transit Authority shall be borne by the Transit Authority. Transit Authority shall notify District immediately of any damage caused to the Premises. Transit Authority shall reimburse District for the costs of such repairs or maintenance within thirty (30) days of invoice by District.

## MAINTENANCE BY TRANSIT AUTHORITY

Section 6.02: Minor maintenance, e.g. repair/replacement of interior door hardware, light switches, fluorescent lamps etc. of the Premises, shall be the sole responsibility of the Transit Authority. Cleanup of trash/litter on the grounds (other than the office portion of the Premises) caused by the Transit Authority or as a result of any Transit Authority program shall be the sole responsibility of the Transit Authority. The Transit Authority shall also be responsible for providing trash pick-up, cleaning, and sweeping of the grounds immediately adjacent to the Premises and the allocated parking area.

Section 6.03: The Transit Authority's maintenance of the Premises will be subject to periodic evaluation by the District. Corrective measures deemed necessary and taken by the District shall be at the Transit Authority's cost and expense. Transit Authority shall reimburse District for the costs of such repairs or maintenance within thirty (30) days of invoice by District.

## ALTERATIONS AND IMPROVEMENTS

Section 6.04: The Transit Authority shall not make any alterations, or permit any other person to make any alterations, to the Premises or to any improvement thereon or facility appurtenant thereto without the prior written consent of the District, which may be granted or withheld in the District's sole discretion. In the event such alterations or improvements are permitted and result in permanent enhancements (such as fencing, paving, etc.) to the Premises, the parties shall enter into a written agreement concerning the financing, maintenance and use of such improvements. Transit Authority shall deliver to District, promptly after Transit Authority's receipt thereof, originals or, if originals are not available, copies of any and all documents pertaining to any testing, construction, repair or replacement of improvements on the Premises. Transit Authority will not permit any liens or claims to stand against the Premises for labor or material furnished in connection with any work performed by Transit Authority.

## NECESSARY ALTERATIONS

Section 6.05: If any alterations to the Premises become necessary due to the requirements of any permits, approvals of other governmental or non-governmental control of the Transit Authority's operation at the Premises, those alterations shall be the responsibility of the Transit Authority, at its sole cost and expense.

## INSPECTION BY DISTRICT

Section 6.06: The Transit Authority shall permit the District or the District's agents, representatives, or employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether the Transit Authority is complying with the terms of the License and for the purpose of doing other lawful acts that may be necessary to protect the District's interest in the Premises under this License, or to perform the District's duties under this License.

## ACCEPTANCE AS-IS

Section 6.07: The Transit Authority accepts the Premises and all improvements associated therewith in the condition in which they exist on the commencement date of this License, and waives any right or claim against the District arising out of the condition of the Premises, including the improvements thereon and the appurtenances thereto.

## SURRENDER OF PREMISES

Section 6.08: On expiration or sooner termination of this License, the Transit Authority shall promptly surrender and deliver the Premises to the District in as good condition as they were upon the first date that the Transit Authority took possession of all, or a portion of, the Premises, reasonable wear and tear excepted.

## ARTICLE 7. FIRE EXTINGUISHERS

Section 7.01: The Transit Authority shall furnish all fire extinguishers required by the Fire Department Code. It will also be the responsibility of the Transit Authority to maintain proper servicing of the extinguishers as per manufacturer's directive.

## ARTICLE 8. INDEMNITY AND INSURANCE

### HOLD HARMLESS; EXEMPTION OF LANDLORD FROM LIABILITY

#### INDEMNIFICATION OF DISTRICT

Section 8.01: Except for the District's willful misconduct, the Transit Authority shall indemnify, protect, defend and hold the District, the District's officers, directors and other representatives, harmless from and against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, loss of permits, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the occupancy of the Premises by the Transit Authority, the conduct of the Transit Authority's business, any act, omission or neglect of the Transit Authority, its agents, contractors, employees or invitees, and out of any default or breach by the Transit Authority in the performance in a timely manner of any obligation on the Transit Authority's part to be performed under this License. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against the District) litigated and/or reduced to judgment. In case any action or proceeding is brought against the District by reason of any of the foregoing matters, the Transit Authority, upon notice from the District, shall defend the same at the Transit Authority's expense by counsel reasonably satisfactory to the District and the District shall cooperate with the Transit Authority in such defense. The District need not have paid any such claim in order to be so indemnified.

## EXEMPTION OF DISTRICT FROM LIABILITY

Section 8.02: Except for claims involving the willful misconduct of the District, the District shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of the Transit Authority, the Transit Authority's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. Notwithstanding the District's willful misconduct, the District shall under no circumstances be liable for injury to the Transit Authority's business or for any loss of income or profit therefrom.

## LIABILITY AND PROPERTY INSURANCE

Section 8.03: The Transit Authority shall procure and maintain in full force and effect, at all times during the term of the License:

A. General liability insurance covering the Transit Authority's operations as set forth in this Agreement with a combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage and automobile liability coverage for Two Million Dollars (\$2,000,000).

B. Prior to the effective date of this License, the Transit Authority shall provide the District with a valid copy of one or more insurance policies confirming purchase of said liability Insurance with the District being named as an additional insured.

C. Prior to the effective date of this License, the Transit Authority shall provide the District with a valid certificate of insurance from any subcontractor conducting business with the Transit Authority at the Premises naming the District as an additional insured, which insurance shall provide general liability insurance covering operations with a combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage and automobile liability coverage of Two Million Dollars (\$2,000,000).

D. All such policies shall provide that the insurance may not be cancelled or terminated without giving at least thirty (30) days prior written notice to the District.

## ARTICLE 9. SIGNS

Section 9.01: The Transit Authority at the Transit Authority's expense shall be permitted to place and maintain signs on the exterior of said building and generally on the Premises, so long as the same are in strict compliance with local ordinances and with prior written approval of the District.

## **ARTICLE 10. DESTRUCTION**

Section 10.01: Should all or any portion of the Premises be pallially or totally destroyed by any natural cause, the District may, at its option, either:

A. Continue this License in full force and effect by repairing and restoring, at the District's own cost and expense, the Premises to their former condition, normal wear and tear excepted or

B. Terminate this License by giving the Transit Authority not less than seven (7) days written notice of such termination.

### **INSURANCE PROCEEDS**

Section 10.02: Any insurance proceeds received by the District because of the total or partial destruction of the building on the Premises shall be the sole property of the District, free of any claims of the Transit Authority, and may be used by the District for whatever purpose the District may desire.

## **ARTICLE 11. SUBLICENSING AND ASSIGNMENT**

Section 11.01: The Transit Authority shall not assign, sublicense or otherwise transfer this License, any right or interest in this License, or any right or interest in the Premises, or any of the improvements that may now or hereafter be constructed or installed on the Premises. Any assignment, sublicensing, or transfer of this License by the Transit Authority, without the prior written approval of the District, shall be of no force or effect and shall be cause for immediate termination of this License.

## **ARTICLE 12. HAZARDOUS SUBSTANCES**

### **DEFINITION OF HAZARDOUS SUBSTANCES**

Section 12.01: The term "Hazardous Substance" as used in this License shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of the District to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products or by-products thereof.

### **INTRODUCTION OF HAZARDOUS SUBSTANCES TO THE PREMISES**

Section 12.02: The Transit Authority shall not cause or permit any Hazardous Substances to be brought upon, kept or used in or about the Premises by the Transit Authority, its agents, employees, contractors or invitees without the prior written consent of the District, which consent may be given or withheld in the Lessor's sole and absolute discretion. Transit Authority

must demonstrate to the District's satisfaction that such Hazardous Substance is necessary or useful to the Transit Authority's business and that it will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Substance so brought upon or used or kept in or about the Premises.

#### INDEMNITY

Section 12.03: The Transit Authority shall be solely responsible for and shall indemnify, protect, defend and hold District and its agents, employees, representatives, directors and officers harmless from and against any and all claims, costs, penalties, fines, losses (including without limitation, (i) diminution in value of the Premises. (ii) damages for the loss or restriction on the use of the Premises; and (iii) sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, liabilities, damages, injuries, causes of action, judgments, and expenses which arise at any time as a result of the receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Hazardous Substances in, upon or about the Premises or properties surrounding the Premises, by the Transit Authority or its agents, employees, contractors, licensees, or invitees, or as a result of the Transit Authority's breach of any of the provisions of this Section 12. This indemnification by the Transit Authority under this Section shall survive the termination of this License.

### ARTICLE 13. COMPLIANCE WITH LAWS

#### DEFINITION OF "LAWS AND ORDERS"

Section 13.01: For purposes of this Article 13, the term "Laws and Orders" includes all federal, state, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued. The term also includes government measures regulating or enforcing zoning, public access, occupational, health or safety standards for employers, or employees.

#### COMPLIANCE BY TENANT

Section 13.02: The Transit Authority shall at all times, at the Transit Authority's sole expense, comply with all Laws and Orders applicable to its use or occupancy of the Premises.

#### REPAIRS, REPLACEMENTS, ALTERATIONS, AND IMPROVEMENTS

Section 13.03: The Transit Authority, at the Transit Authority's sole expense, shall promptly make all repairs, replacements, alterations, or improvements needed to comply with all Laws and Orders to the extent that the Laws and Orders relate to or are triggered by (a) the Transit Authority's particular use of the Premises, (b) the Transit Authority improvements located in the Premises, or (c) any alterations located on the Premises.

#### COLLATERAL ESTOPPEL

Section 13.04: The judgment of any court of competent jurisdiction or the admission of the Transit Authority in any judicial or administrative action or proceeding that the Transit Authority

has violated any Laws and Orders shall be conclusive, between the District and the Transit Authority, of that fact, whether or not the District is a party to that action or proceeding.

#### ARTICLE 14. MISCELLANEOUS

##### OTHER USES

Section 14.01: The Transit Authority acknowledges that the Premises contain only a portion of the real property owned by the District and that the Transit Authority's use and occupancy shall be confined solely to the Premises described herein. The District reserves the right to use the balance of the site for its own purposes, without interference from the Transit Authority. Public or District use of adjacent property will be scheduled by the District's Community Services Office.

##### PARKING/CARPOOLING

Section 14.02: The Transit Authority will encourage its participants/clients to use the parking places designated by the District and employee carpooling.

##### TAXES, FEES AND PERMITS

Section 14.03: The Transit Authority acknowledges that the right to possession of the Premises may subject the Transit Authority to the payment of property taxes pursuant to California Revenue and Taxation Code Section 107 *et seq.* The Transit Authority shall be responsible for paying any taxes (including real property taxes), license fees, permits or other operating fees arising from its possession or use of the Premises. The Transit Authority shall be responsible for obtaining approval from all appropriate agencies pertaining to its use of the Premises.

##### SMOKE FREE ENVIRONMENT

Section 14.04: In accordance with California law, which prohibits smoking on public property, the Transit Authority must comply with Board Policy, effective January 1, 1994, to maintain a smoke free environment. All occupants/visitors are required to adhere to this policy.

##### NOTICES

Section 14.05: Except as otherwise provided by law, any and all notices or other communications required or permitted by this License or by law to be served on or given to either party hereto by the other party shall be in writing and shall be deemed duly served and given when personally delivered to any member of the party to whom they are directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Transit Authority, P.O. Box 2656, Palos Verdes Peninsula, California 90274 or to the District at Malaga Cove Administration Center, 375 Via Almar, Palos Verde Estates, CA 90274. Either party may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

## WORKERS COMPENSATION

Section 14.06: The Transit Authority shall maintain such insurance, if applicable, by law, as will protect it from claims under the Workers Compensation Insurance Act which may arise from operations under this License and shall file with the District a certificate of insurance from Transit Authority's insurance carrier to insure that insurance is in effect at all times under the term of this License. The Transit Authority shall also insure that any subcontractor shall provide the same.

## PARTIAL INVALIDITY

Section 14.07: Should any provision of this License be held in a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this License shall remain in full force and effect unimpaired by the holding.

## DEFAULTS: REMEDY

Section 14.08: The occurrence of anyone or more of the following shall constitute a material default and breach of this License by the Transit Authority:

- A. The vacating of the Premises.
- B. The failure to observe or perform any of the conditions and provisions of this License.
- C. The failure to make any payment of a Fee or other payment required to be made within (10) days of its due date.

In the event of such default, the District may at any time thereafter, with or without notice, terminate this License and the Transit Authority shall immediately surrender possession to the District. The District shall also have any and all other remedies provided by law in the event of default by the Transit Authority hereunder.

## FUELING SERVICES

Section 14.09: The District may, in its discretion, make diesel and unleaded gasoline available to the Transit Authority on such bases as deemed appropriate and acceptable to the District. Only the District's employees shall fuel the Transit Authority's transit vehicles under any such agreement. The Transit Authority's employee shall sign for the fuel and the direct cost of the fuel will be billed to the Transit Authority by the District. Late payment of any fuel charges will result in late charges as specified in Section 2.04 of this License. The understanding between the parties is that the fueling of vehicles is a non-obligatory service and not an obligation of the District under this License and can be discontinued at any time.

## WAIVER

Section 14.10: One or more waivers of any term or condition by the District shall not be construed as a waiver of a subsequent breach of the same term or condition, and the consent or



approval by the District to or of any act by the Transit Authority requiring the District's consent or approval shall not be deemed to render unnecessary the District's consent or approval to or of any subsequent similar act by the Transit Authority. No breach by the Transit Authority of a term or condition of this License shall be deemed to have been waived by the District unless such waiver is in writing signed by the District. The rights and remedies of the District under this License shall be cumulative and in addition to any and all other rights and remedies which the District has or may have.

#### ENTIRE AGREEMENT

Section 14.11: This License covers in full each and every agreement of every kind or nature whatsoever between the parties hereto concerning the Premises, and all preliminary negotiations and agreements of whatsoever kind, except those contained herein, are superseded and of no further force or effect. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law or custom to the contrary notwithstanding. No provision of this License may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

#### RELATIONSHIP OF PARTIES; USE OF PRONOUNS

Section 14.12: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of the Fee, nor any other provisions contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of District and Transit Authority. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

#### CAPTIONS AND SECTION NUMBERS

Section 14.13: The captions, section numbers, article numbers, and index appearing in this License are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this License nor in any way affect this License.

#### CONTROLLING LAW

Section 14.1: This License shall be governed by and construed in accordance with the laws of the State of California. If any provision of this License or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License shall not be affected thereby and each provision of the License shall be valid and enforceable to the fullest extent permitted by the law. The parties expressly understand and agree that this License constitutes a non-exclusive license for use of the Premises. This License is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or

fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

#### SUCCESSORS

Section 14.15: All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the parties. No rights, however, shall inure to the benefit of any assignee of Transit Authority unless the assignment to such assignee has been approved by the District in writing as provided herein.

#### MODIFICATION AND AMENDMENT

Section 14.16: This License shall not be modified or amended in any respect except by written agreement executed by both the District and the Transit Authority.

#### TIME OF ESSENCE

Section 14.17: Time is of the essence with respect to the performance of every provision of this License in which time of performance is a factor.

#### COUNTERPARTS

Section 14.18: This License may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

#### ATTORNEY'S FEES

Section 14.19: In the event of litigation concerning this License, the prevailing party shall be entitled to receive attorneys and court costs at trial and on appeal.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date first above written.

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

DISTRICT

PALOS VERDES PENINSULA UNIFIED  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Lydia Cano, Deputy Superintendent

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

TRANSIT AUTHORITY

PALOS VERDES PENINSULA TRANSIT  
AUTHORITY

By: \_\_\_\_\_

EXHIBIT A  
DESCRIPTION OF PREMISES  
[TO BE ATTACHED]

## MEMORANDUM

TO: AUTHORITY MEMBERS  
FROM: Martin Gombert, Administrator  
DATE: October 11, 2012  
SUBJECT: Metro 2013 Call for Projects

### INTRODUCTION

Metro has initiated the 2013 Call for Projects process, which will program a variety of local, state, and federal revenues to regionally significant capital projects through the County.

Eligible projects are funded in the following modal categories:

1. Regional Surface Transportation Improvements
2. Goods Movement Improvements
3. Signal Synchronization & Bus Speed Improvements
4. Transportation Demand Management
5. Bicycle Improvements
6. Pedestrian Improvements
7. Transit Capital
8. Transportation Enhancement Activities

### ANALYSIS

Staff has previously submitted three Call for Projects applications for bus replacement under the **Transit Capital** category over the past fifteen years. All three applications were successful. Authority staff attended the Applicant Workshop on October 10<sup>th</sup> and confirmed that the Authority could apply for bus replacement funds.

**If the Authority submits a successful application for Transit Capital funds, the earliest these funds would become available would be FY 2018.** Applications must be received by Metro no later than January 18, 2013.

Staff is proposing to submit a Call for Projects application under the Transit Capital category for the replacement of three mid-size transit vehicles that will have exceeded their useful life. These vehicles are described below.

Make: EIDorado National  
Model: MST II  
Fuel Type: Propane  
Date of Manufacture: 2003  
Seating Capacity: 30 passengers plus two wheelchair positions

New vehicles would be powered by compressed natural gas (CNG).

**FINANCIAL IMPACT**

The estimated cost and funding source of the replacement vehicles is shown below:

	<b>Cost Per Vehicle</b>	<b>Total Cost</b>
Mid-Size Transit Vehicle (3)	\$450,000	\$1,350,000
<b>Funding Source</b>		
Metro Share	66%	\$891,000
PV Transit Share	33%	\$459,000

**RECOMMENDATION**

Direct staff to submit an application for Transit Capital to Metro's 2013 Call for Projects.

## MEMORANDUM

TO: AUTHORITY MEMBERS  
FROM: Martin Gombert, Administrator  
DATE: October 11, 2012  
SUBJECT: Bus Service to Ridgecrest Intermediate School

### INTRODUCTION

Ridgecrest Intermediate School is served by the Blue and Green Route. The two routes provide service to the following neighborhoods from Ridgecrest School:

#### Blue Route

Highridge Road

Ridgegate Rd. apartments

Vista Grand School area

#### Green Route

Neighborhoods south of Silver Spur

Bus Stops on PV Drive North

Kid Zone after school programs at RHUMC

Three years ago the Green Route was rerouted to eliminate service on Longhill Drive near Soleado School. Heavy traffic congestion at Soleado School was causing Green Route buses to be late to Peninsula High School.

We have received several requests for bus service to Ridgecrest Intermediate School from the neighborhood near Soleado School.

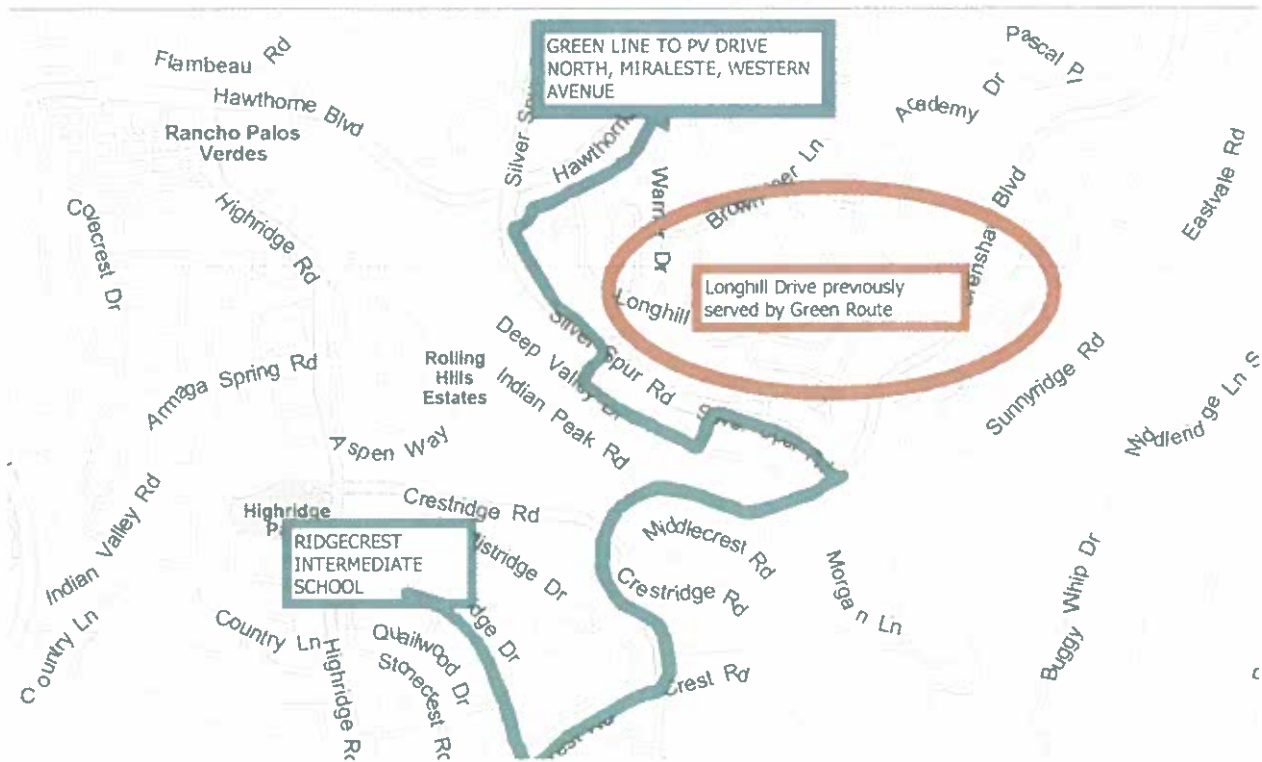
### ANALYSIS

The Green Route historically operated between the Main Library on Deep Valley Drive, Palos Verdes Drive North, Miraleste neighborhood and Western Avenue. The Green Route transports approximately 1/3 of all PV Transit passengers.

The Green Route was extended from the Main Library to serve Ridgecrest Intermediate School when it was opened several years ago. Students traveling to Ridgecrest School boarded the bus at P.V. Lane and Silver Saddle Lane, Blackhorse Road, Silver Arrow Drive, and Longhill Drive.

As ridership grew on the Green Route, traffic delays at Soleado School were causing buses to be late to Peninsula High School. Three years ago the Green Route was rerouted to improve on-time performance and service was discontinued along Longhill Drive.

The map below shows the current route of the Green Route near Ridgecrest School



Staff is not recommending that Green Route service be reinstated to Soleado School on Longhill Drive. Staff is recommending that the Green Route be revised as follows:

- Current Green Route be modified to end at the Main Library on Deep Valley Drive.
- A new shuttle route be established to serve Miraleste Intermediate School and the neighborhoods north of Silver Spur Road.

This proposed route change could provide more reliable service to students traveling to both Ridgecrest Intermediate and Peninsula High Schools and should have little impact on the number of revenue hours operated.

Staff will return to the Board with a proposed operating plan at the January 2013 meeting.



**RECOMMENDATION**

Receive and file report.

## MEMORANDUM

TO: AUTHORITY MEMBERS  
FROM: Martin Gombert, Administrator  
DATE: October 11, 2012  
SUBJECT: Request for Proposal (RFP) for Real-Time Passenger Information System

### INTRODUCTION

At the July 2012 Board Meeting the Board approved issuance of a Request for Proposal (RFP) for a Real-Time Passenger Information System. Two proposals were received in response to the RFP on the October 2<sup>nd</sup> deadline.

### ANALYSIS

Both proposers met the minimum qualifications outlined in the RFP.

One proposer fully-complied with the Scope of Services (Attachment 4) and the other proposer requested an exception to the RFP requirement that the real-time passenger information system "shall have capability to capture and transmit vehicle location as frequently as every one second."

A third company that did not bid on the RFP commented that the above requirement caused them not to bid on the project.

Staff contacted several other public agencies, including Metro, that operate real-time passenger information systems. They commented that the requirement to locate vehicles as frequently as every one second was not required and would drive up annual cell costs for the system. They recommended that every thirty (30) seconds would be sufficient.

After reviewing this issue with I.T. staff at other agencies, staff is recommending that the technical specifications in the RFP be slightly modified and the RFP be reissued. This change should result in a more competitive procurement for the Authority.

Staff would bring to the Board a recommendation for contract award at the January 2013 Board Meeting.

**RECOMMENDATION**

Reject all proposals and reissue the Request for Proposal (RFP) for Real-Time Passenger Information System.

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**RECOMMENDATION**

Reject all proposals and reissue the Request for Proposal (RFP) for Real-Time Passenger Information System.

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