

**AGENDA
PALOS VERDES PENINSULA TRANSIT AUTHORITY
REGULAR MEETING
October 30, 2024**

Time Estimates: The time noted next to an agenda item is only an estimate of the amount of time that will be spent during the meeting on that particular item. Accordingly, these estimates should not be relied on in determining when a matter will be heard, especially since agenda items are often re-ordered during a meeting and may be discussed at any time.

5:00 P.M. REGULAR SESSION

(5 mins) **CALL TO ORDER:**

ROLL CALL:

FLAG SALUTE:

CONFIRM POSTING OF THE AGENDA BY ROLLING HILLS ESTATES CITY CLERK:

PUBLIC COMMENTS: (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.

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.

(5 mins) **APPROVAL OF CONSENT CALENDAR (1-5):**

1. Register of Standing demands and Previously Authorized demands under Resolution 94/95-01 and per attached listing:

Page 4

Check #	Date	Amount
6895-6914	May	\$ 253,525.17
6915-6928	June	\$ 251,114.57
6929-6949	July	\$ 203,171.45
6950-6970	Aug.	\$ 186,287.31
6971-6990	Sept.	\$ 201,691.98
TOTAL		\$ 1,095,790.48

- | | |
|---|---------|
| 2. Approval of May 16, 2022 Board Minutes | Page 8 |
| 3. Operations Report as of September 30, 2024 | Page 11 |
| 4. Financial Statements as of June 30, 2024 | Page 17 |
| 5. Disposal of vehicle #1054 and #1057 | Page 20 |

Recommendation: Approve Consent Calendar items

(10 mins) ADMINISTRATOR REPORT:

(45 mins) REGULAR BUSINESS:

I. NEW BUSINESS

- | | |
|---|--------------|
| 1. <u>Micro Transit Service</u>
Recommendation: Provide Direction to Staff | Presentation |
| 2. <u>Award Contract for Legal Services</u>
Recommendation: Approve Agreement with Law Office of Vince Ewing | Page 21 |
| 3. <u>Purchase of Used Bus</u>
Recommendation: Authorized the Administrator to negotiate the purchase of one used bus from MV Transportation for a total project costs not to exceed \$150,000. | Page 35 |
| 4. <u>FY '25 Budget Revision</u>
Recommendation: Approve FY' 25 Budget Revision | Page 40 |

II. OLD BUSINESS

ZEV Update	Presentation
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(5 mins) FUTURE AGENDA ITEMS: (This section of the agenda is designated for individual Board Members to request that an item be placed on a future PVPTA meeting agenda.)

(10 mins) CHAIR AND MEMBER ITEMS REPORT:

A. PVPUSD Update

Verbal

ADJOURNMENT: **TBD**

MEMORANDUM

TO: Board Members
 FROM: Martin Gombert, Administrator
 DATE: October 27, 2024
 SUBJECT: Check Listings

Attached are checking listing for May through September 2024.

Credit Card Summary

Checks issued to Wells Fargo are for the Agency's credit card. Shown below is a summary of credit card charges for the last five months.

Date	Amount	Vendor	Description
5/9/2024	\$ 469.96	S.W. Airlines	Travel to Gillig Plant, Livermore CA
5/9/2024	\$ 34.47	The Parking Spot	Travel to APTA Meeting, reimbursed
5/13/2024	\$ 60.00	S.W. Airlines	Travel to Gillig Plant, Livermore CA
5/15/2024	\$ 69.00	Bob Hope Airport	Travel to Gillig Plant, Livermore CA
6/15/2024	\$ 465.81	Holiday Inn Express	Travel to Gillig Plant, Livermore CA
TOTAL May '24	\$ 1,099.24		

Date	Amount	Vendor	Description
6/13/2024	\$ 88.86	Ready Fresh	Water for Office
TOTAL June '24	\$ 88.86		

Date	Amount	Vendor	Description
7/3/2024	\$ 282.00	USPS	P.O. Box
7/7/2024	\$ 120.00	DocuSign	Software
7/8/2024	\$ 579.96	S.W. Airlines	Travel to APTA Meeting, reimbursed
7/13/2024	\$ 6.56	Hilton, San Jose	Travel to APTA Meeting, reimbursed
7/15/2024	\$ 51.99	S.W. Airlines	Travel to APTA Meeting, reimbursed
7/15/2024	\$ 91.00	Bob Hope Airport	Travel to APTA Meeting, reimbursed
7/16/2024	\$ 8.00	S.W. Airlines	Travel to APTA Meeting, reimbursed
7/16/2024	\$ 11.84	Hilton, San Jose	Travel to APTA Meeting, reimbursed
7/16/2024	\$ 33.44	Hilton, San Jose	Travel to APTA Meeting, reimbursed
7/16/2024	\$ 6.56	Hilton, San Jose	Travel to APTA Meeting, reimbursed
7/25/2024	\$ 144.00	MSFT	Software
TOTAL July '24	\$ 1,335.35		

Date	Amount	Vendor	Description
8/8/2024	\$ 44.99	ESET	Software
TOTAL Aug. '24	\$ 44.99		

Date	Amount	Vendor	Description
9/13/2024	\$ 23.00	Ready Fresh	Water for Office
9/20/2024	\$ 19.99	Adobe	Software
9/27/2024	\$ 159.90	Zoom	Software
9/29/2024	\$ 67.86	Lucky's	Travel to APTA Meeting, reimbursed
9/29/2024	\$ 55.00	Amtrak	Travel to APTA Meeting, reimbursed
9/30/2024	\$ 9.24	Marriott Anaheim	Travel to APTA Meeting, reimbursed
9/30/2024	\$ 55.00	Amtrak	Travel to APTA Meeting, reimbursed
9/30/2024	\$ 17.33	Starbucks	Travel to APTA Meeting, reimbursed
TOTAL Sep. '24	\$ 407.32		

Palos Verdes Peninsula Transit Authority
Checks Written for Month
May 2024

Date	Num	Name	Memo	Original Amount	Paid Amount
May 24					
05/28/2024	6895	White Wings Cleaning Service	Invoice 8458 4/10/24	-110.00	\$ 110.00
05/28/2024	6896	Wells Fargo	Business Credit Card	-1,878.14	\$ 1,878.14
05/28/2024	6897	Administrative Services Co-Op	Dial-A-Ride Service, April' 24	-8,026.88	\$ 8,026.88
05/28/2024	6898	AT&T	Account No. 171-804-2002 001	-39.42	\$ 39.42
05/28/2024	6899	California J.P.I.A.	Annual Liability Insurance	-12,491.00	\$ 12,491.00
05/28/2024	6900	Clean Energy	CNG Fuel, April '24	-35,880.56	\$ 35,880.56
05/28/2024	6901	County Sanitation Districts of LA County	July 2024 Parking lot lease, Invoice 41960	-8,962.93	\$ 8,962.93
05/28/2024	6902	Cox Business	Account 001 7401 035340502	-385.00	\$ 385.00
05/28/2024	6903	Frontier Communications7108	310 544-7108-062795-5	-176.25	\$ 176.25
05/28/2024	6904	Gayle Albin-Bailey	Bookkeeping Service	-621.00	\$ 621.00
05/28/2024	6905	MV Transportation SECURITY	27001	-3,216.00	\$ 3,216.00
05/28/2024	6906	MV Transportation, Inc.	Fixed Rote Service, April '24	-158,873.53	\$ 158,873.53
05/28/2024	6907	Palos Verdes On the Net	Invoice 2Q 2022-2023 Replaces stale dated Chec	-1,675.00	\$ 1,675.00
05/28/2024	6908	Patch Media	Invoice SIN058496 May 2024	-375.00	\$ 375.00
05/28/2024	6909	Pitney Bowes - Purchase Power	Acct. 8000-9090-0212-1536	-150.00	\$ 150.00
05/28/2024	6910	PitneyBowes Global Financial Services	Account 0015571055 Invoice 3106640924	-35.00	\$ 35.00
05/28/2024	6911	PVPUSD	Utilities and Supplies	-2,060.99	\$ 2,060.99
05/28/2024	6912	Q Document Solutions Inc.	Copier Maintenance	-112.62	\$ 112.62
05/28/2024	6913	ReadyRefresh by Nestle	Account 0024293722	-68.86	\$ 68.86
05/29/2024	6914	Mobility Advancement Group	Administrative Services for May 2024	-18,386.99	\$ 18,386.99
May 24			TOTAL		253,525.17

Date	Num	Name	Memo	Original Amount	Paid Amount
Jun 24					
06/20/2024	6915	Wells Fargo	Business Credit Card	-1,194.61	\$ 1,194.61
06/20/2024	6916	AT&T	Account No. 171-804-2002 001	-39.53	\$ 39.53
06/20/2024	6917	Clean Energy	CNG Fuel, May '24	-32,290.45	\$ 32,290.45
06/20/2024	6918	Complete Printing Solutions, Inc.	Invoice 27657 Tri Fold Brochure printing	-430.95	\$ 430.95
06/20/2024	6919	Administrative Services Cooperative, Inc.	Dial-A-Ride Service, May '24	-7,770.54	\$ 7,770.54
06/20/2024	6920	Cox Business	Account 001 7401 035340502	-385.00	\$ 385.00
06/20/2024	6921	Frontier Communications7108	310 544-7108-062795-5	-192.18	\$ 192.18
06/20/2024	6922	MV Transportation SECURITY	27001	-3,530.90	\$ 3,530.90
06/20/2024	6923	MV Transportation, Inc.	Fixed Route Service, May '24	-186,009.60	\$ 186,009.60
06/20/2024	6924	Nan Nowicki Aho	Invoice PVT-104	-281.25	\$ 281.25
06/20/2024	6925	Patch Media	Invoice SIN058497 June 2024	-375.00	\$ 375.00
06/20/2024	6926	Q Document Solutions Inc.	Copier Maintenance	-117.57	\$ 117.57
06/20/2024	6927	White Wings Cleaning Service	Invoice 8466 5/31/24	-110.00	\$ 110.00
06/26/2024	6928	Mobility Advancement Group	Administrative Services for June 2024	-18,386.99	\$ 18,386.99
Jun 24			TOTAL		251,114.57

Date	Num	Name	Memo	Original Amount	Paid Amount
Jul 24					
07/26/2024	6929	Nancy Way	DAR account 8503	-60.00	\$ 60.00
07/26/2024	6930	Administrative Services Co-Op	Dial-A-Ride Service, June '24	-7,472.54	\$ 7,472.54
07/26/2024	6931	AT&T	Account No. 171-804-2002 001	-39.80	\$ 39.80
07/26/2024	6932	California Transit Training Consortium	Tech. Training Courses	-1,200.00	\$ 1,200.00
07/26/2024	6933	Clean Energy	CNG Fuel, June '24	-20,457.38	\$ 20,457.38
07/26/2024	6934	County Sanitation Districts of LA County	Parking Lot Lease for August 2024, Invoice No. 41	-8,962.93	\$ 8,962.93
07/26/2024	6935	Cox Business	Account 001 7401 035340502	-385.00	\$ 385.00
07/26/2024	6936	Frontier Communications7108	310 544-7108-062795-5	-191.81	\$ 191.81
07/26/2024	6937	MV Transportation SECURITY	27001	-3,216.00	\$ 3,216.00
07/26/2024	6938	MV Transportation, Inc.	Transit Operations for June 2024	-123,384.30	\$ 123,384.30
07/26/2024	6939	Office Depot	Account 34585368	-122.14	\$ 122.14
07/26/2024	6940	Palos Verdes On the Net	Invoice 4Q 2023-2024	-1,675.00	\$ 1,675.00
07/26/2024	6941	Patch Media	Invoice SIN058498 July 2024	-375.00	\$ 375.00
07/26/2024	6942	PitneyBowes Global Financial Services	Account 0015571055 Invoice 3106727199	-320.14	\$ 320.14
07/26/2024	6943	PVPUSD	Supplies & Utilities	-556.78	\$ 556.78
07/26/2024	6944	Q Document Solutions Inc.	Copier Maintenance	-111.82	\$ 111.82
07/26/2024	6945	ReadyRefresh by Nestle	Account 0024293722	-84.85	\$ 84.85
07/26/2024	6946	Remix Technologies LLC	Transit Planning 7/1/24-6/30/25	-15,200.00	\$ 15,200.00
07/26/2024	6947	Wells Fargo	Business Credit Card	-88.86	\$ 88.86
07/26/2024	6948	White Wings Cleaning Service	Invoice 8473	-330.00	\$ 330.00
07/31/2024	6949	Mobility Advancement Group	Administrative Services for July 2024	-18,937.10	\$ 18,937.10
Jul 24			TOTAL		203,171.45

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Palos Verdes Peninsula Transit Authority
Checks Written for Month
May 2024

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Original Amount</u>	<u>Paid Amount</u>	
Aug 24							
	08/24/2024	6950	Mobility Advancement Group	Administrative Services for July 2024	-18,937.10	\$ 18,937.10	
	08/27/2024	6951	Administrative Services Co-Op	Dial-A-Ride, July '24	-7,232.10	\$ 7,232.10	
	08/27/2024	6952	Clean Energy	CNG Fuel, July '24	-25,419.44	\$ 25,419.44	
	08/27/2024	6953	County Sanitation Districts of LA County	Parking Lot Lease for September 2024, Invoice Nc	-8,962.93	\$ 8,962.93	
	08/27/2024	6954	Decals By Design	Decals for new buses, 1069, 1070, 1071	-5,248.69	\$ 5,248.69	
	08/27/2024	6955	MV Transportation, Inc.	Fixed Route Service, July '24	-110,146.30	\$ 110,146.30	
	08/27/2024	6956	Optibus Trillium Solutions	VOID: Invoice INVTR00551	0.00	\$ -	
	08/24/2024	6957	Patricia Brown	DAR account 6454	-144.00	\$ 144.00	
	08/27/2024	6958	AT&T	Account No. 171-804-2002 001	-45.96	\$ 45.96	
	08/27/2024	6959	CKG Communications	Invoice PVPTA 30, Marketing	-450.00	\$ 450.00	
	08/27/2024	6960	Cox Business	Account 001 7401 035340502	-385.00	\$ 385.00	
	08/27/2024	6961	Frontier Communications7108	310 544-7108-062795-5	-197.29	\$ 197.29	
	08/27/2024	6962	MV Transportation SECURITY	27001	-3,471.32	\$ 3,471.32	
	08/27/2024	6963	Office Depot	Account 34585368	-420.33	\$ 420.33	
	08/27/2024	6964	Palos Verdes On the Net	Invoice 4Q 2023-2024	-1,675.00	\$ 1,675.00	
	08/27/2024	6965	Patch Media	6 month online advertising Invoice SIN063618 Aug	-375.00	\$ 375.00	
	08/27/2024	6966	PitneyBowes Global Financial Services	Account 0015571055 Invoice 3106769497	-35.00	\$ 35.00	
	08/27/2024	6967	Q Document Solutions Inc.	Copier Maintenance	-112.79	\$ 112.79	
	08/27/2024	6968	ReadyRefresh by Nestle	Account 0024293722	-173.71	\$ 173.71	
	08/27/2024	6969	Remix Technologies LLC	Transit Planning 7/1/24-6/30/25	-1,520.00	\$ 1,520.00	
	08/27/2024	6970	Wells Fargo	Business Credit Card	-1,335.35	\$ 1,335.35	
Aug 24	TOTAL						186,287.31

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Original Amount</u>	<u>Paid Amount</u>	
Sep 24							
	09/26/2024	6971	Administrative Services Co-Op	Dial-A-Ride, August '24	-7,328.47	\$ 7,328.47	
	09/26/2024	6972	AT&T	Account No. 171-804-2002 001	-40.94	\$ 40.94	
	09/26/2024	6973	Clean Energy	CNG Fuel, August '23	-20,061.35	\$ 20,061.35	
	09/26/2024	6974	County Sanitation Districts of LA County	Parking Lot Lease, June '24	-8,962.93	\$ 8,962.93	
	09/26/2024	6975	Cox Business	Account 001 7401 035340502	-385.00	\$ 385.00	
	09/26/2024	6976	Darold D. Pieper	Legal Services	-154.00	\$ 154.00	
	09/26/2024	6977	Frontier Communications7108	310 544-7108-062795-5	-403.71	\$ 403.71	
	09/26/2024	6978	Gayle Albin-Bailey	5/1/24-8/31/24 Bookkeeping	-675.00	\$ 675.00	
	09/26/2024	6979	MV Transportation SECURITY	27001	-3,416.20	\$ 3,416.20	
	09/26/2024	6980	MV Transportation, Inc.	Fixed Route Service, August '24	-115,498.26	\$ 115,498.26	
	09/26/2024	6981	Optibus Trillium Solutions	GTFS Software Maintenance FY '24	-7,000.00	\$ 7,000.00	
	09/26/2024	6982	Patch Media	6 month online advertising Invoice SIN063619 Sep	-375.00	\$ 375.00	
	09/26/2024	6983	Q Document Solutions Inc.	Copier Maintenance	-133.13	\$ 133.13	
	09/26/2024	6984	ReadyRefresh by Nestle	Account 0024293722	-68.86	\$ 68.86	
	09/26/2024	6985	Wells Fargo	Business Credit Card	-102.17	\$ 102.17	
	09/26/2024	6986	White Wings Cleaning Service	Invoice 8483	-110.00	\$ 110.00	
	09/26/2024	6987	County Sanitation Districts of LA County	Parking Lot Lease, October '24	-8,962.93	\$ 8,962.93	
	09/26/2024	6988	County Sanitation Districts of LA County	Parking Lot Lease, November '24	-8,962.93	\$ 8,962.93	
	09/26/2024	6989	Ansuya Desai	Refund DAR Acct 8471	-114.00	\$ 114.00	
	09/30/2024	6990	Mobility Advancement Group	Administrative Services for September 2024	-18,937.10	\$ 18,937.10	
Sep 24	TOTAL						201,691.98

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**BOARD MINUTES
PALOS VERDES PENINSULA TRANSIT AUTHORITY**

May 16, 2024

The meeting was called to order at 6:02 p.m. by Chairperson Bradley.

REGULAR SESSION:

Board roll call was answered as follows:

PRESENT: Victoria Lozzi, PVE; David Bradley, RPV; Michael Kemps, PVE;
Paul Seo, RPV, Pam Brown Schachter, RHE

ABSENT: Debby Stegura, RHE

Also present were Martin Gombert, PVPTA; Jessica Slawson, RHE; Noel Casil, RPV

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chairperson Bradley.

CONFIRM POSTING OF THE AGENDA BY ROLLING HILLS ESTATES CITY CLERK

City of Rolling Hills Estates confirmed the posting of the Authority Agenda.

APPROVAL OF CONSENT CALENDAR (1-7):

Member Kemps moved approval of the Consent Calendar with corrections, seconded by Member Seo.

The motion passed on the following roll call vote:

AYES: Bradley, Lozzi, Stegura, Kemps, Schachter, Seo

NOES: None

ABSENT: Stegura

ABSTAINED: None

PUBLIC COMMENTS: (Audience Comments regarding Items not on the Agenda)

None

ADMINISTRATOR REPORT

Administrator Gombert presented the Administrator Report and commented on driver staffing levels, transit ridership levels, community shuttle services, and Metro funding.

Administrator Gombert presented a brief history of the Authority and responded to several questions.

NEW BUSINESS

1. Fiscal Year 2024-25 Budget

Chair Bardley opened the Public Hearing on the FY 2024-25 budget. Administrator Gombert presented a detailed review of the budget and answered several questions from Board Members.

Chair Bradley closed the Public Hearing.

Member Seo moved approval of the FY 2024-25 budget, seconded by member Schachter.

The motion passed on the following roll call vote:

AYES: Bradley, Lozzi, Stegura, Kemps, Schachter, Seo

NOES: None

ABSENT: Stegura

ABSTAINED: None

2. Amendment #1 with MV Transportation

Administrator Gombert presented the staff report and briefly reviewed the advantages of using scheduling software.

Member Kemps moved approval of the staff recommendation, seconded by member Bradley.

The motion passed on the following roll call vote:

AYES: Bradley, Lozzi, Stegura, Kemps, Schachter, Seo

NOES: None

ABSENT: Stegura

ABSTAINED: None

CHAIR AND MEMBER ITEMS

Chair Bradley requested that the issue of Succession Planning be added to the next Agenda.

ADJOURNMENT

At 7:25 p.m. Chairperson Bradley moved to adjourn the Board Meeting until July 11 , 2024.

MEMORANDUM

TO: AUTHORITY MEMBERS
FROM: Martin Gombert, Administrator
DATE: October 27, 2024
SUBJECT: Operations Report for the period ending September 30, 2024

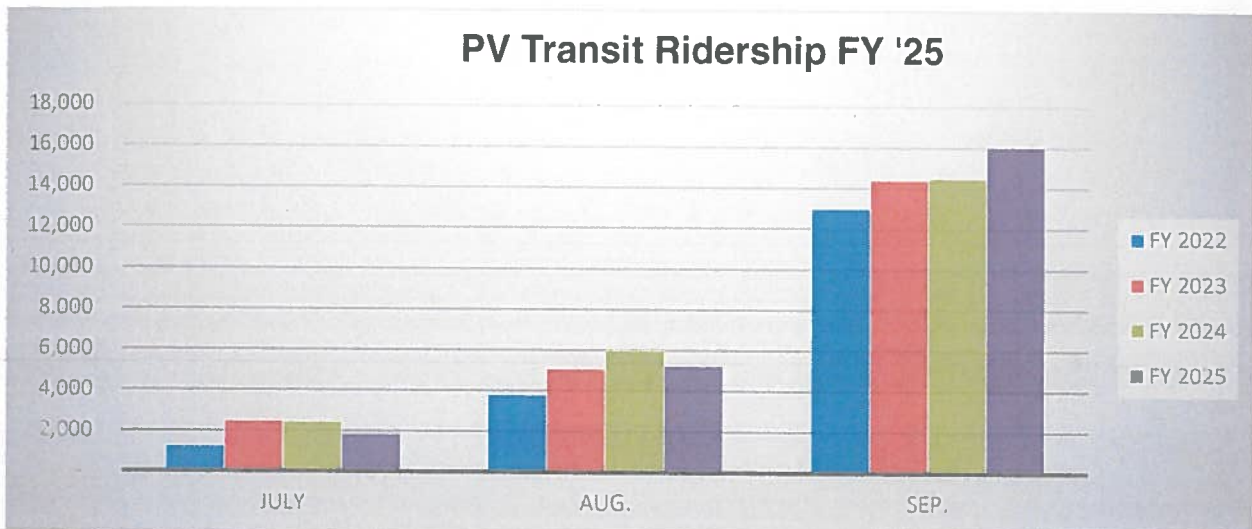
PV TRANSIT

PV Transit ridership totaled 23,106 through September 30, 2024. This is a 1% increase compared to previous year's totals.

During the past year PV Transit ridership has been steadily increasing. YTD ridership is currently at 93% of pre-pandemic levels.

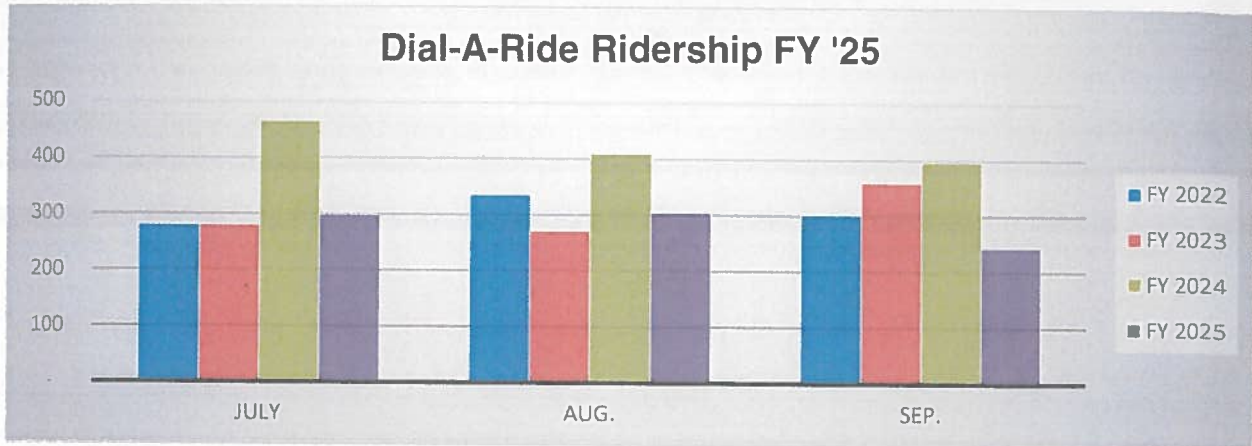
PV Transit operated several shuttle services for community groups including the Portuguese Bend National Horse Show on September 7th and 8th and several events for the City of Rancho Palos Verdes.

Copies of ridership graphs for all seven routes are included at the end of this report.



DIAL-A-RIDE

Dial-A-Ride ridership totaled 846 for the period ending September 30, 2024, a 33% decrease over previous year's totals.



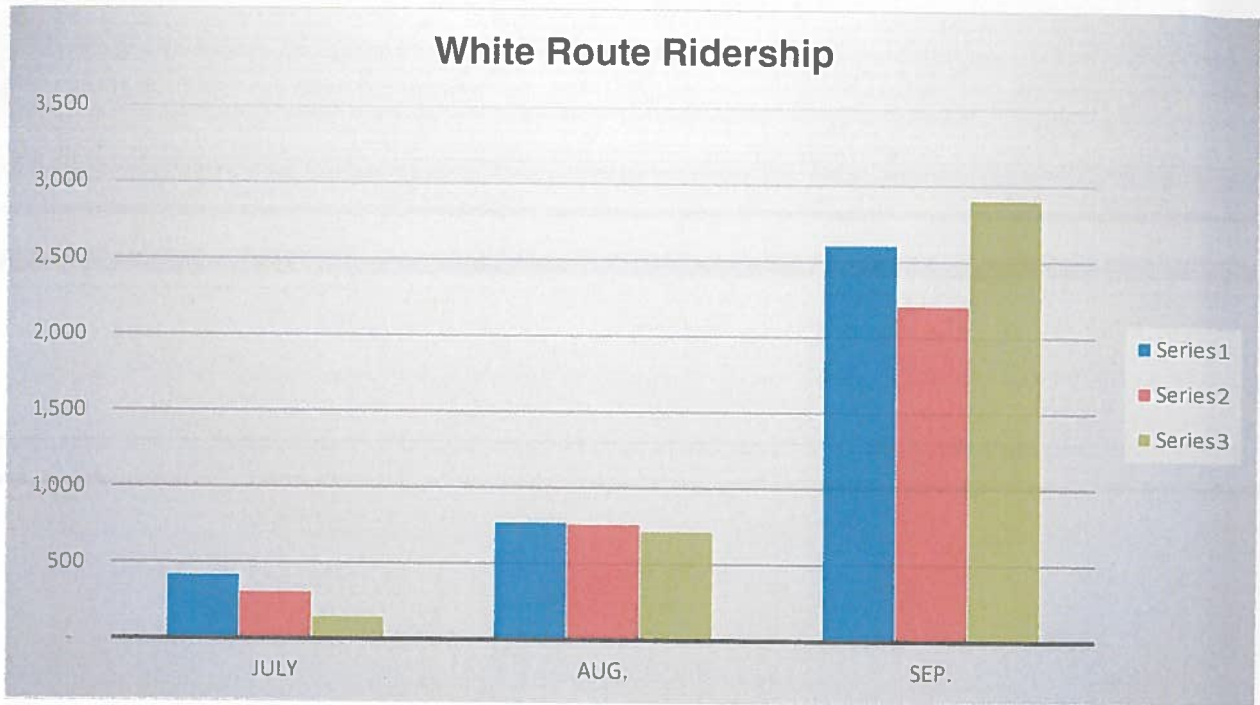
GOVERNMENT RELATIONS

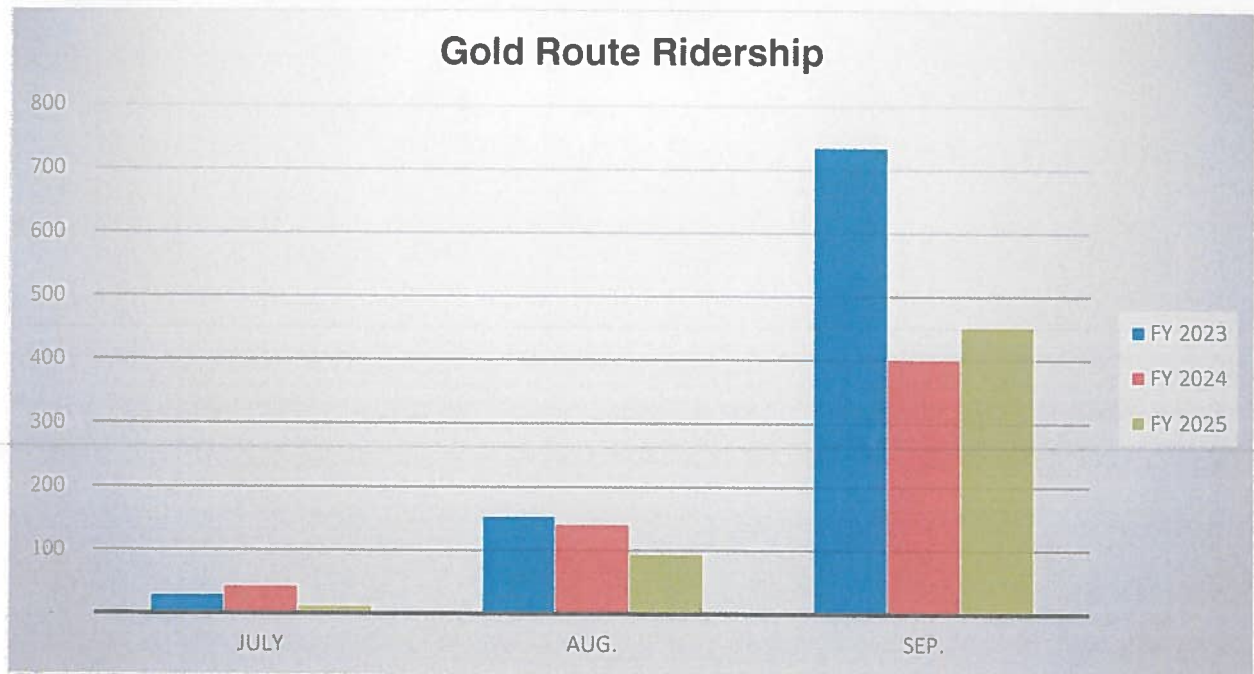
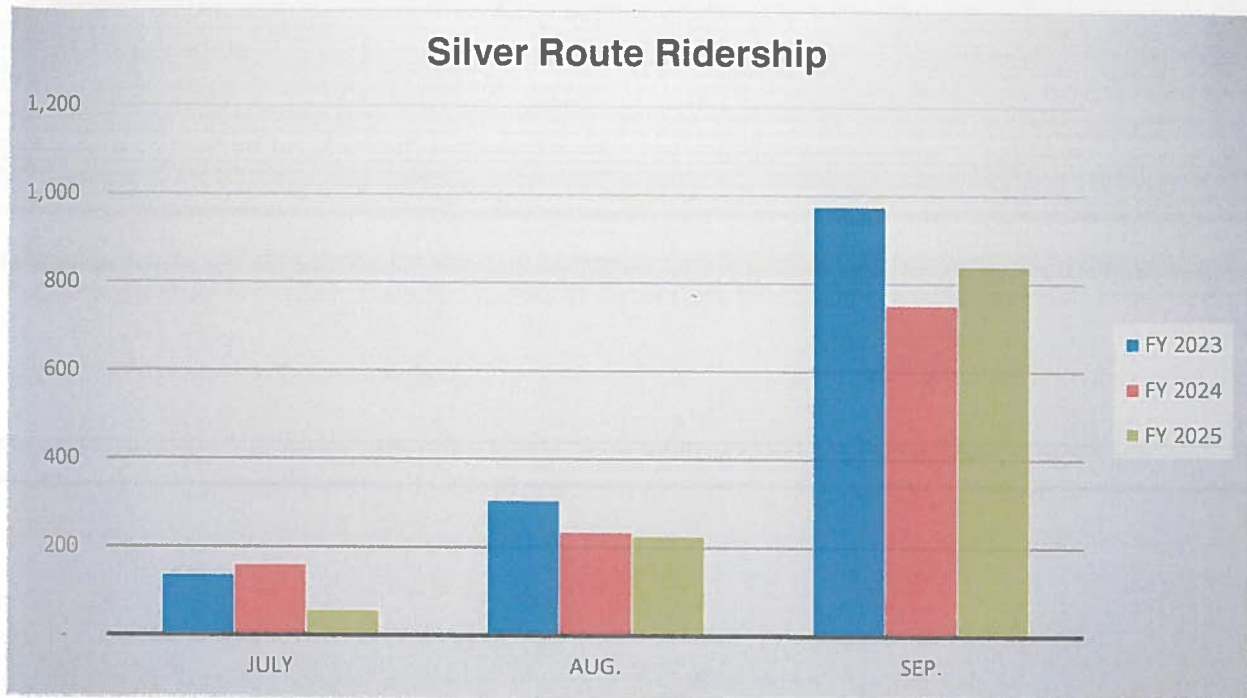
During the past several months staff has attended meetings of Metro's Local Transit Service Subcommittee (LTSS), Access Services Board Meetings, and Metro's Bus Operations Subcommittee (BOS). Administrator Gombert attended the APTA Transform conference in Anaheim in October and the APTA Board Member conference in San Jose in May as an Access Services Board Member and participated in a tour of the Gillig bus manufacturing plant in Livermore, CA in May.

RECOMMENDATION

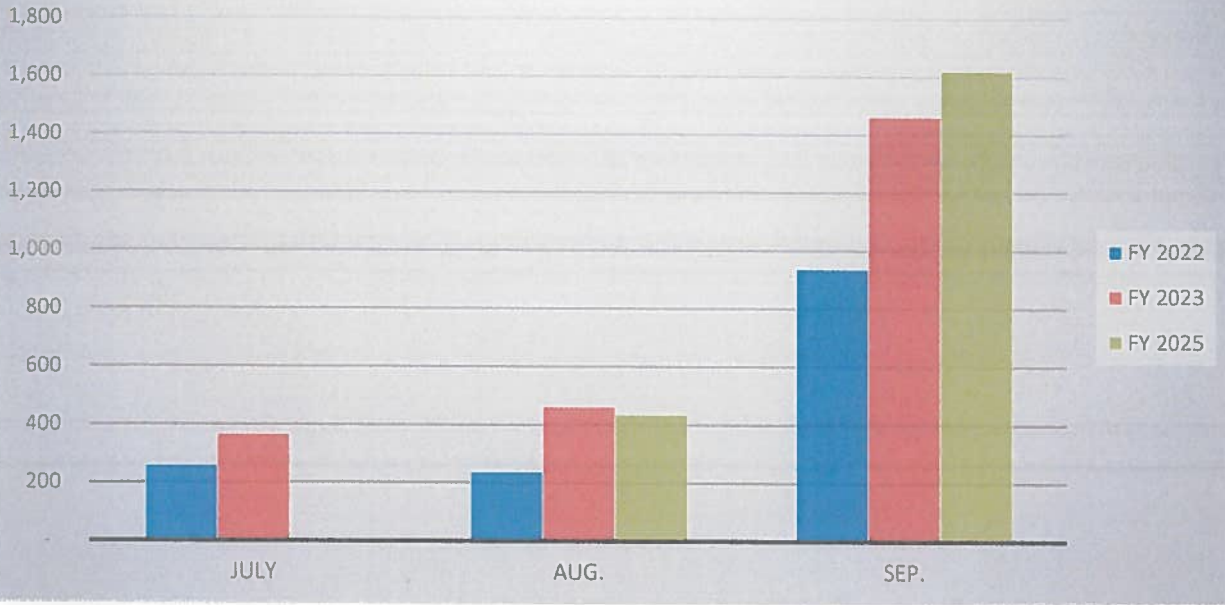
Receive and file report.

RIDERSHIP REPORTS

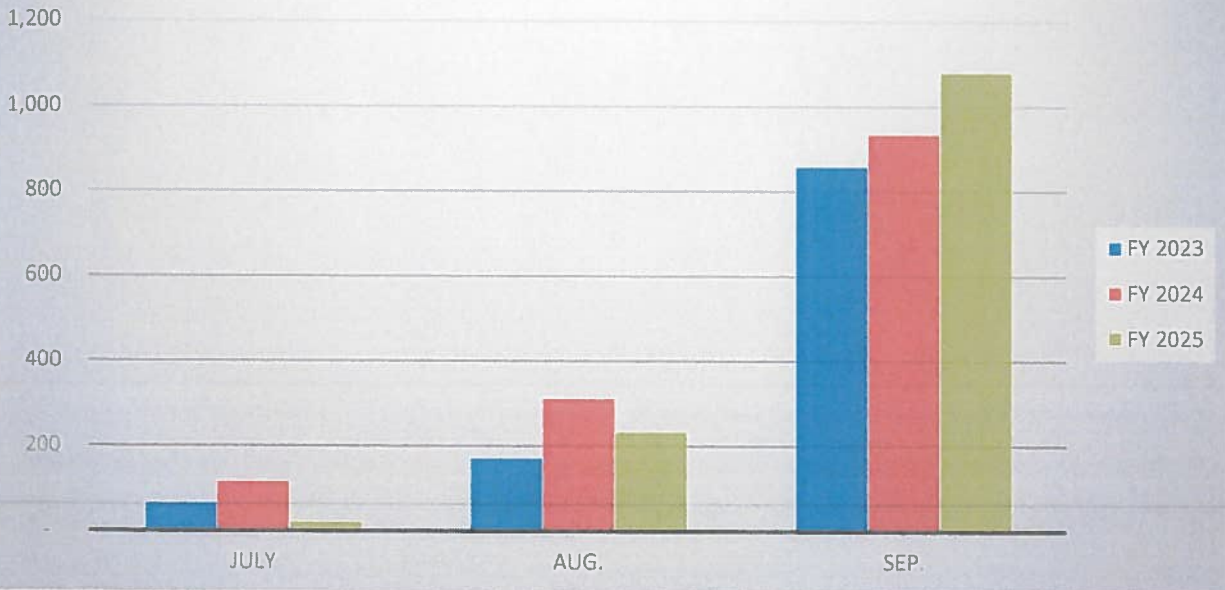




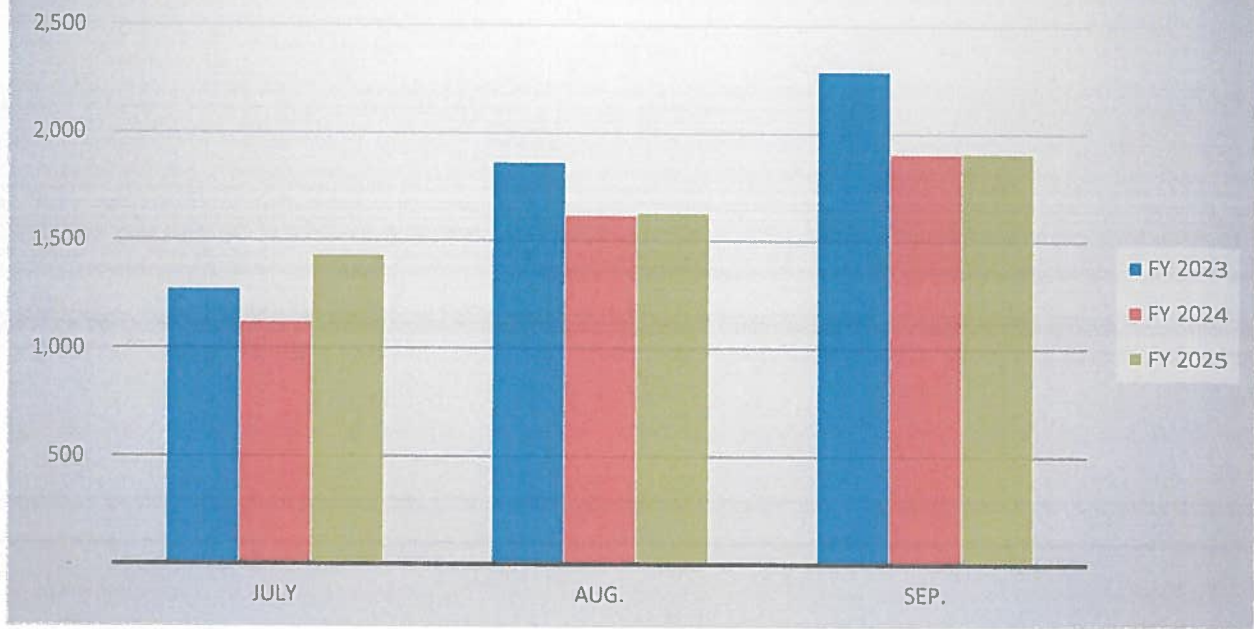
Orange Route Ridership



Blue Route Ridership



Route 225-226 Ridership



MEMORANDUM

TO: AUTHORITY MEMBERS
FROM: Martin Gombert, Administrator
DATE: October 27, 2024
SUBJECT: Financial Statements for the period ending June 30, 2024

Attached are the *draft* Financial Statements for the period ending June 30, 2024.

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. These reports have been modified to show previous year comparison as requested by Board Members.

Budget vs. Actual

Total expenses through June 30, 2024 totaled \$2,895,097, 2.85% below budgeted amounts.

Fixed Route and dial-a-ride operating fees were \$1,858,804, 3.41% above budget. The Authority's fixed route contractor, MV Transportation, has been fully staffed this year and is operating all budgeted revenue hours.

Fuel costs totaled \$392,345, 12% above budget due to a slight increase in operated revenue miles.

Depreciation costs were significantly below budgeted amounts (-\$172,582). This was caused by the delay in the delivery of new vehicles.

Charges for Services

Passenger revenue totaled \$271,071 through June 30, 2024. This 11% below budget.

Government Revenue

PV Transit is current with all grant payments from member agencies as of June 30, 2024.

Attachments-Financial Statements

Palos Verdes Peninsula Transit Authority
Management Analysis
Budget vs. Actual
YTD June 30, 2024

	<u>YTD 6/30/2024</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% Diff</u>
Operating Revenue				
Charges for Services				
Fixed Route	\$ 217,817	\$ 235,930	\$ (18,113)	-7.68%
Dial-A-Ride	\$ 34,378	\$ 37,000	\$ (2,622)	-7.09%
Advertising	\$ 12,160	\$ 14,000	\$ (1,840)	-13.14%
Charters	\$ 6,716	\$ 20,000	\$ (13,284)	-66.42%
TOTAL OPERATING REVENUE	\$ 271,071	\$ 306,930	\$ (35,859)	-11.68%
Operating Expenses				
Operator Fees				
Fixed Route	\$ 1,757,998	\$ 1,697,500	\$ 60,498	3.56%
Dial-A-Ride	\$ 100,807	\$ 100,000	\$ 807	0.81%
Subtotal	\$ 1,858,805	\$ 1,797,500	\$ 61,305	3.41%
Contract Administration	\$ 220,044	\$ 224,062	\$ (4,018)	-1.79%
Fuel Purchases	\$ 392,346	\$ 350,064	\$ 42,282	12.08%
Marketing and Promotions	\$ 15,458	\$ 41,524	\$ (26,065)	-62.77%
Facility Leasing	\$ 106,250	\$ 108,072	\$ (1,822)	-1.69%
Other operating Expenses	\$ 176,927	\$ 160,865	\$ 16,062	9.98%
Depreciation	\$ 125,268	\$ 297,850	\$ (172,582)	-57.94%
Subtotal	\$ 1,036,293	\$ 1,182,437	\$ (146,144)	-12.36%
TOTAL EXPENSE	\$ 2,895,098	\$ 2,979,937	\$ (84,839)	-2.85%
OPERATING LOSS	\$ (2,624,027)	\$ (2,673,007)	\$ 48,980	-1.83%

Palos Verdes Peninsula Transit Authority
Profit & Loss Prev Year Comparison
 July 2023 through June 2024

	<u>Jul '23 - Jun 24</u>	<u>Jul '22 - Jun 23</u>	<u>\$ Change</u>	<u>% Change</u>
Ordinary Income/Expense				
Income				
46400 · Other Types of Income	12,160.00	14,455.68	-2,295.68	-15.88%
551.00 · Governmental Sources	30,905.00	31,144.00	-239.00	-0.77%
504.04 · Route 225/226 Operating Support	254,713.00	254,713.00	0.00	0.0%
500.00 · Charges for Services	<u>258,911.20</u>	<u>240,363.22</u>	<u>18,547.98</u>	<u>7.72%</u>
Total Income	<u>556,689.20</u>	<u>540,675.90</u>	<u>16,013.30</u>	<u>2.96%</u>
Expense				
621.03 · Facility Leasing	106,249.86	103,155.19	3,094.67	3.0%
620.00 · Operator fees	1,858,804.92	1,715,634.78	143,170.14	8.35%
660.00 · Marketing and promotions	15,458.33	20,666.00	-5,207.67	-25.2%
650.00 · Fuel Purchases	392,345.55	387,300.27	5,045.28	1.3%
640.00 · Depreciation	125,268.00	166,968.00	-41,700.00	-24.98%
630.00 · Contract administration	220,043.88	213,634.80	6,409.08	3.0%
680.00 · Other Operating Expense	176,877.73	184,137.69	-7,259.96	-3.94%
6999 · Uncategorized Expenses	<u>49.53</u>	<u>0.00</u>	<u>49.53</u>	<u>100.0%</u>
Total Expense	<u>2,895,097.80</u>	<u>2,791,496.73</u>	<u>103,601.07</u>	<u>3.71%</u>
Net Ordinary Income	<u>-2,338,408.60</u>	<u>-2,250,820.83</u>	<u>-87,587.77</u>	<u>-3.89%</u>
Other Income/Expense				
Other Income				
551.01 · LA County Grant	376,000.00	376,000.00	0.00	0.0%
556.00 · MTA Funding	500,406.00	440,244.00	60,162.00	13.67%
750.00 · City Prop A exchange	-500,000.00	0.00	-500,000.00	-100.0%
450.00 · Prop A Exchange	666,667.00	0.00	666,667.00	100.0%
970.00 · Gain/Loss on Asset Disposal	0.00	4,050.00	-4,050.00	-100.0%
900.00 · Interest Income	130,507.42	102,964.48	27,542.94	26.75%
920.00 · Member contributions	<u>1,289,598.00</u>	<u>1,172,362.00</u>	<u>117,236.00</u>	<u>10.0%</u>
Total Other Income	<u>2,463,178.42</u>	<u>2,095,620.48</u>	<u>367,557.94</u>	<u>17.54%</u>
Net Other Income	<u>2,463,178.42</u>	<u>2,095,620.48</u>	<u>367,557.94</u>	<u>17.54%</u>
Net Income	<u><u>124,769.82</u></u>	<u><u>-155,200.35</u></u>	<u><u>279,970.17</u></u>	<u><u>180.39%</u></u>
Net Assets, Beginning of Year	<u>4,724,584.99</u>	<u>4,879,785.34</u>		
Net Assets, End of Year	<u><u>4,849,354.81</u></u>	<u><u>4,724,584.99</u></u>		

Palos Verdes Peninsula Transit Authority Profit & Loss Prev Year Comparison July 2023 through June 2024

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MEMORANDUM

TO: AUTHORITY MEMBERS
FROM: Martin Gombert, Administrator
DATE: October 25, 2024
SUBJECT: Surplus Vehicle

Upon the delivery of three new transit vehicles this month (#1069 - #1071), the Authority has the following buses that are surplus to the Authority's needs.

<u>Make</u>	<u>Model</u>	<u>Date of Purchase</u>	<u>License</u>
EIDorado National (1057)	Aerotech	2008	1396833
Blue Bird (1054)	CSRE	2008	1460694

RECOMMENDATION

Declare vehicle #1054 and #1057 surplus and direct staff to dispose of at auction.

MEMORANDUM

TO: AUTHORITY MEMBERS
FROM: Martin Gombert, Administrator
DATE: October 25, 2024
SUBJECT: Consideration to Award Contract for Legal Services

ISSUE

On September 15, 2024 Mr. Darold Pieper notified the Authority that he was terminating his agreement to provide legal services to the Authority. Mr. Pieper has been the Authority's attorney since 2008.

RECOMMENDATION

Approve an Agreement for General Counsel Legal Services with the Law Office of Vincent C. Ewing (VCE).

IMPACT ON BUDGET

The Authority historically has not used a significant amount of legal services. Staff estimates that twelve (12) hours of attorney time are billed annually, for an estimated cost of \$4,200. This amount is included in the FY '25 budget.

BACKGROUND

The Authority has traditionally employed an outside law firm to act as its general counsel representing Authority on general and transactional matters. This has primarily consisted of reviewing Agreements from Metro and other funding agencies.

Mr. Ewing is currently the counsel for Access Services, the regional paratransit provider for Los Angeles County, and Long Beach Transit. He is very familiar with legal issues that arise from transit operations.

LAW OFFICE OF VINCENT C. EWING

September 15, 2024

VIA EMAIL

Martin Gombert, Administrator
Palos Verdes Peninsula Transit Authority
transit@pvtransit.net
38 Crest Road West,
Rolling Hills, CA 90274

Re: Agreement for General Counsel Legal Services

Dear Mr. Gombert:

Further to our conversations and per your request, please find here a proposed letter agreement. **For ease of reference, the billable hour rate proposed for legal services is contained on page 2 under the heading titled Billing and Fees.**

Thank you for retaining the Law Office of Vincent C. Ewing, an attorney and sole proprietor (“VCE” or “us” or “we” or the “Firm” or “our”), with Vincent C. Ewing designated as General Counsel (hereinafter sometimes referred to as “VCE”) to represent Palos Verdes Peninsula Transit Authority (“PVTA.”), organized under the laws of California (also referred to herein sometimes as “you” or “your”). This professional services agreement (“Agreement”) is entered into on September 15, 2024, between PVTA and VCE.

Engagement:

Our goal is to provide PVTA with the highest quality legal services in a cost-effective manner to help you reach your objectives. VCE’s policy and the Business & Professions Code require that we have a written agreement with our PVTAs setting forth the arrangements upon which we perform legal services (“Legal Services”). This letter will confirm the terms under which you have retained us.

The terms of engagement confirmed in this letter will also apply to any additional matters VCE handles on PVTA’s behalf, or at PVTA’s direction, or for entities owned or controlled by PVTA. In those instances, both PVTA and those entities will be jointly and severally responsible for payment of VCE bills, which are not in dispute. The terms of this engagement letter shall be retroactive to the first date VCE performed work on all matters for which VCE is now being engaged.

Roles of Attorney and PVTA:

Our responsibilities under this Agreement are to provide legal counsel and assistance to you in accordance with this Agreement, and to provide invoices to you that clearly state the basis for our fees and charges.

Martin Gombert, Administrator
Palos Verdes Peninsula Transit Authority
Re: **Agreement for General Counsel Legal Services**
September 15, 2024
Page 2 of 6

During this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of action or about the results that might be anticipated. Such statements are expressions of opinion only and should not be construed as promises or guarantees.

During our relationship, we ask that you be clear and complete in your communications with us and cooperate with us to enable us to provide you with the legal services you seek. We want you to keep us informed of developments related to this representation.

VCE shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which we are engaged in the geographical area in which we practice. VCE shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in VCE's profession. VCE shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided above and to satisfy VCE's obligations hereunder.

You have the right to terminate our services at any time without limitation. We may withdraw with or without your consent if we determine in our sole discretion we need to do so. VCE will provide 30-days written notice prior to the termination of our services/our withdrawal. Upon termination or withdrawal, you agree to sign substitution-of-attorney forms or other documents that may be necessary to confirm the conclusion of our relationship, and you will pay our fees and charges incurred on your behalf up to the date of termination or withdrawal.

Originals of attorney work product shall remain the property of VCE.

At the end of the matter, or any earlier time as the attorney-PVTA relationship is terminated for any reason, you shall be entitled, at your request, to our files relating to all matters. In such event, we shall have the right to make and retain copies of the files, at your expense.

Billing and Fees:

PVTA will pay VCE a billable hourly rate of \$350.00 for general legal services (transactional, advice; excludes litigation). *VCE's billable hourly rate is discounted to \$350.00 per hour, because PVTA is a public entity.*

VCE will bill you for legal services monthly. Invoices are due and payable upon receipt. You agree to pay invoices upon receipt except as to disputed amounts. We believe that our billing procedures are simple and clear. However, we encourage PVTA to ask any questions regarding our invoices within five (5) days of receipt.

PVTA shall reimburse VCE 100% of all pre-approved, in writing, travel costs (air, ground, lodging). PVTA shall pay VCE for travel time to attend PVTA board and staff meetings.

To help you understand your bills, listed below are typical cost items charged by VCE. You are charged the actual cost for costs incurred on your behalf to third parties.

Martin Gombert, Administrator
Palos Verdes Peninsula Transit Authority
Re: **Agreement for General Counsel Legal Services**
September 15, 2024
Page 3 of 6

Messenger Service	Actual cost.
Parking	Actual cost.
Mileage	Charged at the mileage rate published by the IRS in effect when the miles are driven.

VCE is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

We appreciate the opportunity to serve as your attorneys and look forward to a harmonious relationship free of disputes between us. In the event you become dissatisfied for any reason with the fees charged or the services we have performed, we encourage you to bring that to our attention immediately; we will do the same if we perceive a problem with the representation. It is our belief that most such problems can be resolved by a good faith discussion between the parties. Nevertheless, it is always possible that some dispute may arise which cannot be resolved by discussion between us. We believe that such disputes can be resolved more expeditiously and with less expense to all concerned by binding arbitration than by court action.

Arbitration is a process by which both parties to a dispute agree to submit the matter to a judge or arbitrator who has expertise in the area and to abide by the arbitrator's decision. In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review. Rules of evidence and procedure are often less formal than in a court trial. Arbitration usually results in a decision much more quickly than proceedings in court, and the attorneys' fees and costs incurred by both sides are usually substantially less.

By signing this Agreement, you agree that, in the event of any dispute arising out of or relating to this Agreement, our relationship, or the services performed (including but not limited to disputes regarding attorneys' fees or costs and those alleging negligence, breach of fiduciary duty, fraud or any claim based upon a statute), such dispute shall be resolved by submission to binding arbitration in Los Angeles County, California before a retired judge or justice under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"), with each party to bear its fees and costs of arbitration. If the parties are unable to agree on an arbitrator, the arbitrator will be determined pursuant to JAMS' normal procedures then in effect. If California law then provides that you cannot agree to mandatory binding arbitration of disputes regarding fees and costs prior to the dispute, that dispute, and only that dispute, will be submitted to non-binding arbitration and trial de novo as may be required by law.

In any such arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

The prevailing party in any action, arbitration, or proceeding arising out of or to enforce any provision of this Agreement, except for fee arbitration or mediation under Business and

Martin Gombert, Administrator
Palos Verdes Peninsula Transit Authority
Re: **Agreement for General Counsel Legal Services**
September 15, 2024
Page 4 of 6

Professions Code sections 6200-6206, will be awarded reasonable attorneys' fees and costs incurred in that action, arbitration, or proceeding, or in the enforcement of any judgment or award rendered.

VCE shall perform all Legal Services required under this Agreement as an independent contractor of PVTA, and shall remain, always as to PVTA, a wholly independent contractor with only such obligations as are required under this Agreement. Neither PVTA, nor any of its employees, shall have any control over the manner, mode, or means by which VCE, its agents, or employees, render the Legal Services required under this Agreement, except as otherwise set forth. PVTA shall have no voice in the selection, discharge, supervision or control of VCE employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Notwithstanding any other PVTA, state, or federal policy, rule, regulation, law, or ordinance to the contrary, VCE – and any of its employees, agents, and subcontractors providing services under this Agreement – shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by PVTA, including but not limited to eligibility to enroll in any retirement benefit as an employee of PVTA, and entitlement to any contribution to be paid by PVTA for employer contributions and/or employee contributions for retirement benefits.

PVTA and VCE recognize and agree that this Agreement contemplates personal performance by VCE and is based upon a determination of VCE's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to PVTA for entering into this Agreement was and is the professional reputation and competence of VCE. VCE may not assign this Agreement or any interest therein without the prior written approval of PVTA. VCE shall not subcontract any portion of the performance contemplated and provided for herein, other than to outside counsel as described in this Agreement, without prior written approval of PVTA.

VCE has no present or contemplated employment that is adverse to PVTA. VCE agrees that it shall not represent PVTAs in such matters, including litigation, transactional representation, advice, and consent, or in legislative advocacy that is, adverse to PVTA.

Insurance Coverage. VCE, at its sole cost, shall procure and maintain at all times during this Agreement: (a) General Liability Insurance (insuring against bodily injury and property damage) with a minimum coverage of \$1 Million for each occurrence and \$1 Million aggregate, and (if requested by PVTA) naming PVTA as an additional insured; (b) Automobile Liability Insurance with a minimum coverage of \$1 Million per accident for bodily injury and property damage, and (d) Errors and Omissions Insurance with a limit not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate.

The policy or policies of insurance so provided shall contain a contractual liability endorsement covering the liability assumed by VCE by the terms of this Agreement. The above-referenced insurance policy (or policies) shall be evidenced by a certificate of insurance furnished at VCE's expense, with insurance companies authorized to do business in California, with an agent for service of process in California and having an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most recent Best's Insurance Guide, or as otherwise

Martin Gombert, Administrator
Palos Verdes Peninsula Transit Authority
Re: **Agreement for General Counsel Legal Services**
September 15, 2024
Page 5 of 6

approved by PVTA. If Best's is no longer published, comparable ratings must be provided from a service acceptable to PVTA. Such insurance policies shall have provisions providing that Insurance furnished thereunder shall be considered primary as to VCE's legal services with respect to any policies of insurance maintained by PVTA. Policies shall also contain provisions requiring that the coverage cannot be reduced or canceled without giving PVTA thirty (30) calendar days prior written notice.

VCE shall furnish certificates of insurance evidencing the foregoing insurance coverage within thirty (30) calendar days after being requested to do so by PVTA

Indemnity. VCE shall indemnify and hold harmless PVTA, its board, commissioners, officers, agents, employees, and volunteers ("Released Parties") from all claims, demands, costs, expenses, losses, or liabilities, including personal injury, death, and property damage ("Claims"), arising from the acts, errors, or omissions of VCE or its agents or employees, provided these Claims do not result from the Released Parties' negligence or willful misconduct.

VCE's obligation to indemnify shall be limited to insurance proceeds, if any, received by the Released Parties.

The laws of the State of California shall govern this Agreement.

VCE and any subcontractors shall comply with all laws applicable to the performance of the legal services hereunder.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, VCE and any subcontractors shall comply with all applicable rules and regulations to which PVTA is bound by the terms of such fiscal assistance program.

VCE represents and warrants to PVTA that VCE and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. VCE represents and warrants to PVTA that VCE and its employees, agents, any outside counsel shall, at their sole cost and expense, always keep in effect during the term of this Agreement any licenses, permits, and approvals legally required to practice their respective professions.

In rendering legal services under this agreement, VCE will not discriminate against anyone based on sex (including pregnancy, childbirth, or related medical conditions), creed, race, ethnicity, national origin, color, disability, veteran status, religion, age, medical condition, marital status, ancestry, sexual orientation, or any other protected status.

Please confirm your agreement to the terms of this Agreement by obtaining the requisite signatures on this letter and returning it to us. We will endeavor to represent you promptly and efficiently, and we hope for a long and mutually satisfactory relationship.

Martin Gombert, Administrator
Palos Verdes Peninsula Transit Authority
Re: **Agreement for General Counsel Legal Services**
September 15, 2024
Page 6 of 6

If any provision of this Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement, or the application of such provision under other circumstances, shall not be affected thereby and shall remain valid and enforceable.

Very truly yours,

LAW OFFICE OF VINCENT C. EWING

By: //S//
Vincent C. Ewing, Owner

 330702182
Federal Tax I.D. Number

PALOS VERDES PENINSUALA TRANSIT AUTHORITY

By: _____ *

*Authorized Signatory for PVTA

VCE/st

LAW OFFICE OF VINCENT C. EWING

**PROPOSAL FOR
PALOS VERDES PENINSULA TRANSIT AUTHORITY
General Counsel**

August 31, 2024

**VINCENT C. EWING, OWNER
626.818.5245
vincent.ewing@lawvce.com**

1. EXECUTIVE SUMMARY

The Law Office of Vincent C. Ewing (herein referred to as "LOVE" or "VCE") is a sole proprietorship with offices located in Los Angeles County. LOVE owner Vincent C. Ewing is the proposed attorney to provide legal services to you. He can be reached at the following telephone number: (626) 818-5245.

LOVE prides itself on being accessible to its public agency clients, regardless of the hour or method of contact. LOVE ensures the clients served receive direct contact information and share a policy of responding to urgent client inquires within 2 hours or less. LOVE operates represents clients in Southern California. LOVE has the capacity to be on-site as requested by the client or mandated by representation needs. Additionally, LOVE employs technological resources allowing 24/7 communication and the sharing of information without regard to geographical limitations.

2. FIRM PROFILE

LOVE is a local law firm that has provided specialized legal services in public agency law for over 30 years.

LOVE's current positions are as follows:

- General Counsel to: Access Services – Los Angeles County
- General Counsel to: Long Beach Transit
- Board Counsel to: Long Beach Community College District
- Special Counsel to: Pasadena Area Community College District
- Special Counsel to: City of Long Beach

No member of LOVE has been named in a lawsuit for malpractice, been the subject of any complaints filed with the State Bar, nor had discipline imposed by the State Bar.

3. EXPERIENCE

Public agencies rely on LOVE to navigate the complexities of local government law. LOVE provides expert counsel on the Government Code, Constitution, Public Records Act, Political Reform Act, Public Contract Code, and the Americans with Disabilities Act. Leveraging LOVE's extensive litigation experience, LOVE oversees cases litigated by outside counsel through to settlement or verdict and conducts due diligence for complex business transactions. The strength of LOVE's reputation is evident from the diverse public agencies that have chosen LOVE to represent them. Current (in **bold**) and past, they include:

<ul style="list-style-type: none">• Alameda-Contra Transit District• Access Services – Los Angeles	<ul style="list-style-type: none">• City of Vallejo• County of San Bernardino
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<ul style="list-style-type: none"> • Beverly Hills Unified School District • City of Chico • City of Compton • City of East Palo Alto • City of Hawthorne • City of Huntington Park • City of Inglewood • City of Long Beach • City of Los Angeles • City of Oakland • City of Pasadena • City of San Carlos • City of San Luis Obispo • City of Santa Ana • City of Santa Rosa 	<ul style="list-style-type: none"> • Fresno Unified School District • Long Beach Community College District • Long Beach Transit • Long Beach Unified School District • Los Angeles Community College District • Los Angeles Unified School District • Lynwood Unified School District • Pasadena Area Community College District • Sacramento Regional Transit District • Santa Clara County Office of Education • Santa Rosa City Bus • San Francisco Unified School District • The Dumbarton Express • Victor Valley Unified School District • West Valley Water District
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4. REFERENCES

Agency	Dates of Service	Reference
Access Services	2018 to Present	Andre Colaiace, Executive Director Colaiace@accessla.org (213) 305-6252
Long Beach Transit	2014 to Present	Kenneth A. McDonald, President / CEO kmcdonald@lbtransit.com (562) 522-8484
Long Beach Community College District	2019 to Present	Uduak "Joe" Ntuk, Board of Trustees (former Board President) untuk@lbcc.edu (562) 818-1500
City of Long Beach	2016 to Present	Gary J. Anderson, Asst. City Attorney Gary.Anderson@longbeach.gov (562) 570-2218

If requested by the PVTA, LOVE will provide annual and quarterly legal updates, mandatory training required by the Fair Political Practices Commission, and Brown Act, Political Reform Act, AB 1234 Ethics, sexual harassment prevention, and parliamentary procedure trainings.

LOVE is available to attend the PVTA board regular and special meetings and staff meetings, as scheduled. The PVTA will have direct access to the General Counsel and the attorneys who work under his tutelage when the PVTA needs legal counsel on any matter.

On every assignment, LOVE works with the client to develop reasonable timeframes for completion of work. Our goal is to provide high quality legal services in a timely manner at a reasonable rate.

5. INSURANCE

Prior to commencement of work LOVE will provide evidence of professional liability insurance, errors and omissions insurance. LOVE will provide same in the required coverage amounts by an insurance company licensed to do business in the State of California. Certificates will name the PVTA as an additional Insured and shall provide that the LOVE's policy is primary over any insurance carried by the PVTA and that the policy will not be cancelled or materially changed without thirty (30) days prior notice in writing to the PVTA. LOVE agrees, if awarded a contract because of its proposal, to indemnify and hold harmless the PVTA, its officers, agents, and employees from all claims and losses accruing or resulting to persons engaged in the legal services contemplated by its proposal, or to persons who may be injured or damaged by LOVE or its agents in the performance of legal services. Prior to the commencement of any legal services, a signed contract will be established between LOVE and the PVTA.

6. COMPENSATION / REIMBURSEMENT

LOVE recognizes that the needs and preferences of its public agency clients vary and thus is flexible regarding the service fee structure and rates. The rates proposed here are discounted for the PVTA, a public agency. LOVE will consider alternative fee structures or rates in addition to those presented here.

Flat Fee: LOVE proposes for **General Legal Services**, which include routine, transactional matters as directed or designated by staff (e.g., attending board meetings, advising staff on legal questions), a flat fee of \$5,000 for twelve months of legal services, exclusive of costs, payable upon retention, i.e., when VCE and PVTA execute an agreement.

Hourly Rate: In the alternative, PVTA will pay LOVE for **General Legal Services** an hourly rate of \$350.00; invoiced monthly. LOVE recognizes that the client needs a clear, concise answer to the question, in a timely manner. Itemized invoices in a form dictated by the PVTA are available monthly. LOVE can also customize status reporting to suit the client's needs. The PVTA board can be briefed on matters as frequently as desired.

LOVE charges for travel time from LOVE to the PVTA and for off-site meetings at a rate of 100% of the actual travel time.

LOVE does not charge for word processing or computer services. LOVE does not

LOVE is available to attend the PVTA board regular and special meetings and staff meetings, as scheduled. The PVTA will have direct access to the General Counsel and the attorneys who work under his tutelage when the PVTA needs legal counsel on any matter.

On every assignment, LOVE works with the client to develop reasonable timeframes for completion of work. Our goal is to provide high quality legal services in a timely manner at a reasonable rate.

5. INSURANCE

Prior to commencement of work LOVE will provide evidence of professional liability insurance, errors and omissions insurance. LOVE will provide same in the required coverage amounts by an insurance company licensed to do business in the State of California. Certificates will name the PVTA as an additional Insured and shall provide that the LOVE's policy is primary over any insurance carried by the PVTA and that the policy will not be cancelled or materially changed without thirty (30) days prior notice in writing to the PVTA. LOVE agrees, if awarded a contract because of its proposal, to indemnify and hold harmless the PVTA, its officers, agents, and employees from all claims and losses accruing or resulting to persons engaged in the legal services contemplated by its proposal, or to persons who may be injured or damaged by LOVE or its agents in the performance of legal services. Prior to the commencement of any legal services, a signed contract will be established between LOVE and the PVTA.

6. COMPENSATION / REIMBURSEMENT

LOVE recognizes that the needs and preferences of its public agency clients vary and thus is flexible regarding the service fee structure and rates. The rates proposed here are discounted for the PVTA, a public agency. LOVE will consider alternative fee structures or rates in addition to those presented here.

Flat Fee: LOVE proposes for **General Legal Services**, which include routine, transactional matters as directed or designated by staff (e.g., attending board meetings, advising staff on legal questions), a flat fee of \$5,000 for twelve months of legal services, exclusive of costs, payable upon retention, i.e., when VCE and PVTA execute an agreement.

Hourly Rate: In the alternative, PVTA will pay LOVE for **General Legal Services** an hourly rate of \$350.00; invoiced monthly. LOVE recognizes that the client needs a clear, concise answer to the question, in a timely manner. Itemized invoices in a form dictated by the PVTA are available monthly. LOVE can also customize status reporting to suit the client's needs. The PVTA board can be briefed on matters as frequently as desired.

LOVE charges for travel time from LOVE to the PVTA and for off-site meetings at a rate of 100% of the actual travel time.

LOVE does not charge for word processing or computer services. LOVE does not

propose any costs for facsimile, or cell phone time, nor does LOVE propose any markup on postage, or travel arrangements, which would be billed at cost.

Item	Cost
Reprographics	At cost
Postage and out of pocket expenses	At cost
Mileage	At current IRS rate
Travel (non-local air)	As charged by airline

7. DISCLOSURES / CONFLICTS OF INTEREST

LOVE does not have any actual and/or potential conflicts of interest, if any, including but not limited to identifying each matter in which the attorney or firm has, within the past calendar year, represented any entity or individual with an interest adverse to the PVTA. LOVE is not aware of any other ethical conflicts or other related issues which would preclude us from providing legal services to the PVTA. LOVE agrees not to engage in litigation against the PVTA or represent entities or individuals that have interests adverse to PVTA.

8. The letter agreement attached and proposed is negotiable.

9. STATEMENT UNDER PENALTY OF PERJURY

Under penalty of perjury under the laws of California, the information contained herein is accurate and true to the best knowledge of LOVE and Vincent C. Ewing.

MEMORANDUM

TO: AUTHORITY MEMBERS
FROM: Martin Gombert, Administrator
DATE: October 25, 2024
SUBJECT: Purchase of Used Bus from MV Transportation

ISSUE

Vehicles #1053 and #1054 are Blue Bird buses that were manufactured in 2008. These vehicles are powered by John Deere CNG engines.

John Deere no longer manufactures CNG engines and these engines can no longer be rebuilt. Bus #1053 suffered an engine failure earlier in the year.

The four large buses (31-40') operated by the Authority provide high-capacity service on the Orange and Green Routes. Replacing bus #1053 is critical to provide transit service and limit overcrowding.

BACKGROUND

Blue Bird Corporation no longer manufactures CNG-powered buses. The Authority located six vehicles that are similar to PV Transit's models and that were used in a discontinued transit service in Carson, CA. These vehicles are owned by MV Transportation.

In August 2024 the Authority had several of these vehicles inspected by Fleet Maintenance Specialist, Inc. (FMS) to determine condition, estimated market value, and select the vehicle in the best condition.

FMS inspected two buses (802 and 806). These vehicles were manufactured in 2015, are in very good condition and have six years remaining on the CNG tanks before they are required to be replaced.

A copy of the detailed vehicle inspection report is attached to this agenda item.



IMPACT ON BUDGET

The amount of this project is included in a proposed Budget Revision (Item I.4).

RECOMMENDATION

Authorize the Administrator to negotiate the purchase one (1) used CNG bus from MV Transportation in the amount not to exceed \$150,000. This cost would include the purchase of the used bus, paint and decals, and other miscellaneous work needed to bring the bus into service.



Fleet Maintenance Specialists, Inc.

Used Blue Bird 40-foot Bus Fare Market Value Evaluation

Draft

September 3, 2024

Martin Gombert
Administrator
Palos Verdes
Phone: (626) 487-8230
Email: magla@ix.netcom.com

Dear Mr. Gombert

Introduction

The Palos Verdes Peninsula Transportation Authority (PVPTA) is in need of at least one commuter bus for a daily tripper. With that said they have located six 2015, 40-foot blue bird high floor CNG buses that are currently owned by MV Transportation.

Purpose

In order identify if this is a good opportunity PVPTA has hired Fleet Maintenance Specialists (FMS) to identify at least the best two initial buses of the six buses in order to evaluate a fair market value of the buses. This included a complete physical inspection of the buses, and a base value of the buses considering the mileage, the year make and model and the accessories that they are equipped with.

Proposed Approach

The approach was very straight forward. We only inspected two buses (802 and 806). First FMS identified through the MV Staff the buses that they considered to be in the best condition. The consideration was based on mileage, condition of the buses, Major bus component replacement and the condition assessment defects. Utilizing the Bus Solutions Blue Book dated March 2018 addition, we followed the base value and the value of accessories. Armed with this information we estimated the cost of repairs needed. Using the Bus bluebook formula based on mileage Year make and model, we developed a base value. Utilizing the estimated defect repairs cost we identified the fairest market value of the buses we inspected.

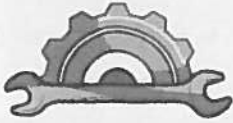
1. CNG tanks are 9 years old and have a life of 15 years which equates to 6 additional years before they need to be replaced.

Accessories Overview

The buses overall have many state-of-the-art upgrades as follows:

2. They have a Def emissions system
3. They have a two-camera system with a center council monitor





Fleet Maintenance Specialists, Inc.

4. The passenger seat cushions are in amazing condition.
5. They have passenger egress rear doors with an interlock.
6. The rear doors are equipped with an electric sensitive edge.
7. They have a Thermal king Air conditioning system
8. They have a passenger request pull cable system and ADA signal switch on each flip up seat, with a passenger request sign.
9. The battery Tray is a stainless-steel pull-out tray and the batteries are in very good condition (clean)
10. They have an EMP electric radiator fan system that has a reverse radiator clean-out switch
11. They have an additional Wheel chair door equipped with a mid-body Ricon wheel chair lift.
12. They have a PA system with eight speakers One exterior
13. They have a goose neck LED drivers' sight in addition to the overhead drivers dome light
14. The driver's steering wheel has telescoping and tilt
15. They have exterior destination signs one side and one front.
16. They have a two-bike rack system with a dash indicator when folded down.
17. The ADA four-point restraint system is in tacked.
18. They have the original Cummins ISL CUMMINS 320HP COMPRESSED NATURAL GAS ENGINE 2015 MODEL.
19. The emergency windows are equipped with alarms and they all seem to work fine.
20. Two emergency hatches one front and one back with alarm.
21. They are both equipped with on USB charger at the right front ADA seat.
22. They are equipped with a R400RRM Transmission with hydraulic retarder.

Defects Overview

FMS inspected the buses to identify the majority of the inoperable or that are in need of repairs. This includes paint, body damage, and general corrective action that will allow the buses to be operated in a safe condition on the road. The following list are general the defective actual conditions are identified on each bus inspection sheet:

1. The tires are all in need of replacement since they are all weather cracked. The tread is in good condition.
2. The windshield wipers are in need of replacement.
3. The emergency pop off valve does not pop up under 30 PSI.
4. 602 the radiator reverse switch in inoperable.
5. The interiors are in need of major cleaning
6. The exteriors are in need of paint and all of the decals are peeling off.
7. The wheels are steel wheels and most are rusted
8. The wheel chair lift do not have the latest safety features or they are not working such as the exterior barrier dos not stop the lift when stepped on and the inner barrier does not stop the lift nor does the safety light come on when stepping on the inner barrier
9. The rear door sensitive edges do not work





Fleet Maintenance Specialists, Inc.

10. The LED goose neck map light on 802 does not work.
11. 602 the Air conditioning does not cool. (78dg)
12. 602 has a wrench code on the gear shift module. (see pics)
13. The fire extinguishers are out of date for service (2020 last serviced)
14. 602 has a knock when the air compressor kicks in. (See Video)

Recommendation

806 is by far the most adventitious bus. It has a fairly new transmission and differential. In addition, the Air conditioning cooled down to 42dgr. Other than that both buses were comparable and had similar defects. This bus has a higher market value due to most the newer differential and transmission. In addition the Air conditioning is good operating condition. Market value [redacted]. While this is where the market value is it does not mean that this will be what you should offer. I would offer [redacted] or less simply because they will have a hard time selling used buses. (Pictures)

602 was identified to be after subtracting estimated repair cost Market Value [redacted] (Pictures)

Brent S. Sumrall

Sincerely,

Brent Sumrall - CEO
Fleet Maintenance Specialists Inc.
Aug 21, 2024



MEMORANDUM

TO: AUTHORITY MEMBERS
FROM: Martin Gombert, Administrator
DATE: October 27, 2024
SUBJECT: Proposed Budget Revision for Fiscal Year 2024-25

BACKGROUND

Staff is proposing the purchase of one used bus for a project cost not to exceed \$150,000 (Agenda Item 1.3). This cost is not included in the Fiscal year 2024-25 budget.

A budget revision would be required to proceed on this project.

FINANCIAL IMPACT

The proposed budget revise would increase the Capital Program by \$150,000. Funding would come from the Capital Reserve account.

No changes would be made to other expense accounts or support funding sources.

RECOMMENDATION

Adopt the Fiscal Year 2024-25 budget revise in the amount of \$3,114,143 for operations and \$190,000 for capital.

**PALOS VERDES PENINSULA TRANSIT AUTHORITY
PROPOSED BUDGET-REVISED
FISCAL YEAR 2024-25**

	FY 2023-24 APPROVED Budget	FY 2024-25 DRAFT Budget	CHANGE	% Change
EXPENDITURES				
Operations Expense				
1 Oper. Fees-Fixed Rt	\$ 1,697,500	\$ 1,845,990	\$ 148,490	9%
2 " " -DAR/DAL	100,000	\$ 110,000	\$ 10,000	10%
3 " " - Charter	10,000	10,000	-	0%
4 Facility Lease	108,072	112,395	\$ 4,323	4%
5 Fuel	350,064	331,868	\$ (18,196)	-5% \$5.53 GGE
6 Total Operations	\$ 2,265,636	\$ 2,410,253	\$ 144,617	6%
Administrative Exp.				
7 Admin. - General	\$ 224,062	\$ 230,784	\$ 6,722	
8 Marketing	41,524	25,000	\$ (16,524)	
9 Nextbus Service	36,847	37,952	\$ 1,105	
10 Parking Lot Security	36,000	36,000	-	
11 Special Projects - FR	-	40,000	\$ 40,000	ZEV Services
12 Other Operating Expenses	88,018	112,233	\$ 24,214	Scheduling Software
13 Total Administration	\$ 426,451	\$ 481,969	\$ 55,518	13%
14 Depreciation Expense	297,850	221,921	\$ (75,929)	
TOTAL EXPENDITURES	\$ 2,989,937	\$ 3,114,143	\$ 124,206	4%
REVENUES				
15 Farebox	\$ 235,930	\$ 247,727	\$ 11,797	5%
16 Charter sales	20,000	10,000		
17 Dial-A-Ride Fares	37,000	40,700		
18 Total Sales	\$ 292,930	\$ 298,427		
19 Other Revenue	14,000	110,000		Interest Income
TOTAL REVENUES	\$ 306,930	\$ 408,427	\$ 101,497	33%
SUPPORT FUNDING REQ.	\$ 2,683,007	\$ 2,705,716	\$ 22,709	1%
20 Operating Res.Reqmnt	7,946	10,730		
CAPITAL PROGRAM	860,000	\$ 190,000		Purchase of one used bus, component rebuilds
TOTAL FUNDING REQ.	\$ 3,550,953	\$ 2,906,446	\$ (644,507)	-18%
SUPPORT FUNDING SOURCES				
Source:	<u>FY 2024</u>	<u>FY 2025</u>		
Rolling Hills Estates	\$ 167,474	\$ 177,523		6%
Rancho Palos Verdes	852,027	\$ 903,149		6%
Palos Verdes Estates	270,097	\$ 286,303		6%
LAC-4th District-Reg.	32,200	32,200		
LAC-4th District-Spec.	376,000	376,000		
Metro-Inc.Funding	500,406	597,142		
Metro-Operating "	241,625	217,462		3/19/24 Funding Marks 10% Reduction Est.
American Rescue Plan Prop. A Fund Exchange	251,123 -	- 166,667		
SUPPORT FUNDING	\$ 2,690,952	\$ 2,756,446	\$ 65,493	2%
From Capital Reserve	860,000	\$ 150,000		
TOTAL FUNDING	\$ 3,550,952	\$ 2,906,446		
	\$ (0)	\$ (0)		