

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Transit: Approve agreement for use of Redondo Beach Transit Center Terminal.

Expenditure: \$5.00

RECOMMENDATION

Recommendation of the Transit Director that the City Council approve an agreement with the City of Redondo Beach for the use of the Redondo Beach Transit Center Terminal by the Torrance Transit System in the amount of \$1.00 annually for a total amount of \$5.00 for the period from January 1, 2012 to December 31, 2016.

FUNDING

The annual rent is One Dollar (\$1.00) which is included in the Transit Department's FY 2011-2012 operating budget.

BACKGROUND/ ANALYSIS

Torrance Transit has been serving the Redondo Beach Transit Center formerly known as South Bay Galleria Transit Terminal since November, 1987 under an agreement with the City of Redondo Beach. In addition to the Torrance line # 2 bus and future line #3X Bus Rapid, the Gardena Municipal Bus Lines, the Redondo Beach Cities Transit and the Los Angeles County Metropolitan Transportation Authority (MTA) buses interface at the terminal to provide for passenger transferring.

The new five year agreement (see Attachment A) shall commence on January 1, 2012 and expire on December 31, 2016. The new agreement includes the same terms and conditions as approved by the council on December 19, 2006, with the exception of Exhibit A which increases the total bus bays from one to two to accommodate the future line #3X Rapid Bus service. Section 11 "Minimum limits

of Insurance” has been addressed in a letter from Mr. Randall Sellers, Risk Manager (see Attachment B).

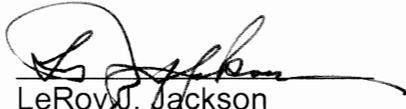
The Transit Director recommends that the City Council approval the five-year agreement with the City of Redondo Beach for the use of the Redondo Beach Transit Center Terminal by the Torrance Transit System.

Respectfully Submitted,



Kim Turner
Transit Director

CONCUR:



LeRoy J. Jackson
City Manager

Attachment: A) Redondo Beach Transit Center Agreement
B) Randall Sellers Insurance Letter

**REDONDO BEACH TRANSIT CENTER AGREEMENT BETWEEN THE CITY OF
REDONDO BEACH AND THE CITY OF TORRANCE**

THIS REDONDO BEACH TRANSIT CENTER USE AGREEMENT (this "Agreement") is entered into between the City of Redondo Beach, a chartered municipal corporation ("City") and the City of Torrance ("Torrance Transit") with reference to the following:

RECITALS

WHEREAS, the City owns the Redondo Beach Transit Center ("Transit Center"), located in the City of Redondo Beach, California;

WHEREAS, Torrance Transit desires to use the Transit Center for vehicle passenger loading, unloading and layover;

NOW THEREFORE, the parties agree as follows:

1. Definitions.
 - a. "Redondo Beach Transit Center" includes the Building, Common Area and Bus Concourse Area.
 - b. "Common Area" includes the waiting area and restroom facilities of the Transit Center.
 - c. "Bus Concourse Area" includes the bus driveways, bus boarding areas and bus bays.
2. Use Area. The City grants Torrance Transit the non-exclusive right to use the bus bay assignment as described in Exhibit A, which is attached hereto and by this reference incorporated herein, in the Bus Concourse Area and the Common Area of the Transit Center.
3. Term. The term of the Agreement shall commence on January 1, 2012, and shall expire on December 31, 2016.
4. Rent. For the entire term, the annual rent shall be the sum of One Dollar (\$1.00) payable to the City on the first day of each year, beginning January 1, 2012.
5. Use. During the term of the Agreement, Torrance Transit shall use the Use Area for passenger loading, unloading and layover facilities. Torrance Transit shall not perform vehicle repairs or maintenance in the Use Area except in an emergency.

6. Repairs, Maintenance and Utilities. City shall pay for utilities, janitorial service, supplies, security, maintenance and repairs to the Use Area during the term of this Agreement. Notwithstanding the foregoing, Torrance Transit shall repair or replace any damage to the Transit Center caused by the operation of its vehicles. The City shall not be liable for any injury or damage that may be suffered by Torrance Transit in the event of the failure of the City to perform this covenant, or in the event the Transit Center is rendered unusable for any reason for any length of time.
7. Destruction, Partial Destruction or Necessity to Repair. The City shall have no obligation to reconstruct the Transit Center or any portion thereof in the event of destruction or partial destruction of the Transit Center. The City, in its sole discretion, may reconstruct or repair the Transit Center, whereupon this Agreement shall remain in full force and effect. In the event the City, in its sole discretion, determines not to reconstruct or repair the Transit Center, either party may terminate this Agreement without liability to the other party. Notwithstanding any other provisions of the Agreement, City shall not be responsible for repair and restoration of Torrance Transit's personal property located in or on the Transit Center in the event of damage to or destruction of such property.
8. Indemnification. To the fullest extent permitted by law, Torrance Transit shall indemnify and hold harmless the City of Redondo Beach (City) and its officers, employees, elected and appointed officials, and volunteers from and against any and all claims, demands, causes of action, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including without limitation attorney's fees and costs and expert witness fees), judgments, penalties, and liens of every nature arising or claimed to arise, directly or indirectly, out of Torrance Transit's use of the Use Area or by reason of injury, death or damage to person or property sustained in, on, or by the vehicles, equipment or employees of Torrance Transit, or in a manner arising out of the operations, acts or omissions of Torrance Transit, its agents, servants or employees, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
9. Insurance. Without limiting Torrance Transit's indemnification obligations under this Agreement, Torrance Transit shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Torrance Transit, its agents, representatives, employees or subcontractors.

10. Minimum Scope of Insurance. Coverage shall be at least as broad as:
- a. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - b. Insurance Services Office form number CA 0001 (ED. 1/87) covering Automobile Liability, code 1 (any auto).
 - c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
11. Minimum Limits of Insurance. Torrance Transit shall maintain limits no less than:
- a. General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.
 - b. Automobile Liability: \$5,000,000 per accident for bodily injury and property damage.
 - c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
12. Deductible and Self-Insured Retentions. Any deductibles or self-insured must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) Torrance Transit shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
13. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:
- a. Additional insured Endorsement, General Liability: The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Torrance Transit including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the contractor's insurance, or as a separate owner's policy.
 - b. Additional Insured Endorsement, Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Torrance Transit.

- c. For any claims related to this project, Torrance Transit's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City its officers, employees, or volunteers shall be excess of Torrance Transit's insurance and shall not contribute with it.
 - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 - e. Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies had been issued to each insured.
 - f. Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on Torrance Transit's part.
14. Acceptability of insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.
15. Verification of Coverage. Torrance Transit shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms, which shall be, subject to City Approval and amended to conform to the City's requirements, may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required by these specifications at any time. In lieu of the insurance required under this Agreement, Torrance Transit may provide evidence of self-insurance coverage acceptable to the City in the City's sole and absolute discretion.
16. Subcontractors. Torrance Transit shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.
17. Risk Management. Torrance Transit acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

18. Vending. The City only shall have the right to place vending machines and lockers anywhere in the Transit Center. City alone shall be entitled to all income derived therefrom.
19. Signs. The City only shall have the right to place signs in the Transit Center. The City shall install such signs as are necessary for the convenience of the public and common carriers using the Transit Center.
20. Advertising. The City shall allow, in conjunction with other common carriers using the Use Area, Torrance Transit to use available space in the Transit Center display cases to display advertising and other informational material relating to its transit operations. All displays, advertising and informational materials must be approved by the City prior to placement.
21. Termination. City and Torrance Transit shall have the right to terminate this Agreement without cause, by giving 30 days' written notice. The termination shall be effective on the thirtieth day after the non-terminating party's receipt of such notice.
22. Compliance with Laws. During the term of this Agreement, the City and Torrance Transit shall promptly execute and comply with all orders and requirements imposed by the Board of Health and Police Department, and all Federal, State, County and City statutes, ordinances, regulations, laws or other requirements concerning environmental protection, or other matters applicable to the occupancy of or operation in the Transit Center.
23. Condemnation. If any part of the Transit Center is taken under the power of eminent domain or sold under the threat of the exercise of said power, this agreement shall terminate as of the date the condemning authority takes title or possession, whichever occurs first. All condemnation proceeds shall be the sole property of the City.
24. Severance. Should any provisions of this Agreement be found invalid or unenforceable, the decision shall affect only the provisions interpreted, and all remaining provisions shall remain enforceable.
25. Discrimination. No person shall, on the grounds of race, color, religion, national origin, ancestry, or sex be excluded from participation in, be denied of, or be subject to discrimination under this program.

26. Notices. Written notices to each party shall be given by registered or certified mail, prepaid and addressed to or personally served on:

Joyce Rooney
Transit Manager
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

To Torrance Transit:

Kim Turner, Transit Director
City of Torrance, Transit Department
20500 Madrona Avenue
Torrance, CA 90503

27. Integration. This contract supersedes any and all previous agreements between the City, its agents or representatives, and Torrance Transit, Torrance Transit's agents or representatives. This contract also constitutes the whole and final agreement between the parties regarding the subject matter of this contract. Any subsequent modifications to this Agreement must be in writing.

IN WITNESS WHEREOF, the parties hereto have entered into the agreement as of this

_____ day of _____, 20____.

CITY OF REDONDO BEACH

CITY OF TORRANCE

Mike Gin
Mayor

Frank Scotto
Mayor

ATTEST:

Eleanor Manzano
City Clerk

Sue Herbers
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Michael W. Webb
City Attorney

John L. Fellows III
City Attorney

EXHIBIT A
Redondo Beach Transit Center

The City of Redondo Beach owns the Redondo Beach Transit Center in the City of Redondo Beach, California; which is currently located at 1850 Kingsdale Avenue, Redondo Beach, California. During the term of the agreement, the City will initiate construction of a new Transit Center which will be relocated to 1591 Kingsdale Avenue.

1. Transit Center Bus Bay Assignments:

Torrance Transit Lines shall use bus bay number 5 and 9, at the 1850 Kingsdale location. New bus bay assignments for the new Transit Center at 1591 Kingsdale Avenue will be determined after the completion of construction.



CITY OF
TORRANCE

HUMAN RESOURCES DEPARTMENT
City of Torrance Risk Management

Randall Sellers
Human Resources Director
(Acting)

Randall Sellers
Risk Manager
Telephone: 310-618-2958
FAX: 310-618-2927

November 15, 2011

Joyce Rooney
Transit Manager
City of Redondo Beach
415 Diamond St.
Redondo Beach, CA 90277

Subject: Redondo Beach Transit Center Terminal Agreement

Please note that the City of Torrance is self-insured for automobile, general and professional liability for up to \$5,000,000 per occurrence. There is \$20,000,000 of coverage in place in excess of the \$5,000,000 self-insured retention.

The City is self-insured for workers' compensation for up to \$2,000,000 per occurrence and has excess coverage in place for occurrences over this amount.

The City has a formal self-insurance program and funds available to pay potential claims and judgments.

Feel free to call me at 310-618-2958 if you have any questions or need additional information.

Sincerely,

Randall Sellers
Risk Manager

C: Jim Mills, Administration Manager, Transit