

Council Meeting of  
November 14, 2006

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

Members of the Council:

**SUBJECT: Finance - Proposition A Fund Exchange Agreement with the City of Palos Verdes Estates**

**Expenditure: FY 2006-07 \$ 69,000  
FY 2007-08 \$138,000**

### **RECOMMENDATION**

The Finance Director recommends that the City Council approve the attached multi-year (fiscal years 2006-2007 and 2007-2008) agreement with the City of Palos Verdes Estates for an exchange of \$69,000 and \$138,000 in City of Torrance General Funds for \$100,000 and \$200,000, respectively, of Proposition A Local Return Funds from the City of Palos Verdes Estates.

### **FUNDING**

Funding is available in the General Fund Non-departmental budget.

### **BACKGROUND**

The City has been able to substantially add to funds for transit projects by exchanging its General Funds for the Proposition A Local Return Funds from other cities in Los Angeles County.

Currently, City staff has negotiated an exchange of funds with the City of Palos Verdes Estates at an exchange rate of \$0.69 in Torrance General Funds for each \$1.00 of Palos Verdes Estates Proposition A Funds.

### **ANALYSIS**

The agreement before Council tonight specifies an exchange for fiscal years 2006-2007 and 2007-2008 of \$69,000 and \$138,000 in Torrance General Funds for \$100,000 and \$200,000 in Proposition A Local Return Funds from the City of Palos Verdes Estates. This exchange ratio is equal to \$0.69 on the dollar.

As with all agreements of this type, the Los Angeles County Metropolitan Transportation Authority (LACMTA) must approve the agreement provisions before the exchange takes place. In addition, Torrance will submit to the LACMTA a Standard Assurances Statement and Understandings regarding the receipt and use of the Proposition A funds.

Funds derived from the exchange, and possibly Proposition C funds, have been identified and pledged for the City's transit operational needs, Dial-A-Lift transit operations, new equipment acquisition, and transit related infrastructure needs.

Respectfully submitted,

Eric E. Tsao  
Finance Director

By   
Kenneth A. Flewellyn  
Assistant Finance Director

CONCUR:

  
Eric E. Tsao  
Finance Director

  
LeRoy J. Jackson  
City Manager

Attachment:

- A. Proposition A Assignment Agreement

## PROPOSITION A ASSIGNMENT AGREEMENT

This Proposition A Assignment Agreement ("Agreement") is made and entered into this 14th day of November, 2006, by and between the City of Torrance and the City of Palos Verdes Estates, with respect to the following facts:

- A. The City of Torrance operates a municipal transit system and has a need for additional Proposition A Local Return funds to assist in the financing of its fixed route and Dial-A-Lift transit operations, and to provide funds for acquisition of a new transit related equipment.
- B. The City of Palos Verdes Estates has an accumulation of uncommitted Proposition A Local Return funds which could be made available to the City of Torrance to assist in providing the project described in Paragraph A of this Agreement. In exchange for the assignment by the City of Torrance of the amount of its general funds indicated in Section 1 below, the City of Palos Verdes Estates is willing to assign uncommitted Proposition A Local Return funds to the City of Torrance for the purpose identified in Paragraph A.

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the promises herein contained, it is mutually agreed as follows:

1. Exchange. The City of Palos Verdes Estates agrees to assign \$100,000 and \$200,000 of its uncommitted Proposition A Local Return funds to the City of Torrance in fiscal year 2006-2007 and 2007-2008. In return, the City of Torrance agrees to assign \$69,000 and \$138,000 in general funds to the City of Palos Verdes Estates for fiscal year 2006-2007 and 2007-2008.
2. Consideration. The City of Palos Verdes Estates shall assign the agreed upon Proposition A Local Return funds to the City of Torrance in one payment no later than December 30, 2006. The City of Torrance shall assign the agreed upon general funds to the City of Palos Verdes Estates in one payment no later than December 30, 2006.
3. Term. This Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations under this Agreement.
4. Termination. Termination of this Agreement may be made by either party before the date of approval of the project description covering the funds in question by the Metropolitan Transportation Authority, so long as written notice of intent to terminate is given to the other party at least five (5) days prior to the termination.

5. Notices. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

a. James B. Hendrickson, City Manager  
City of Palos Verdes Estates  
340 Palos Verdes Drive West  
Palos Verdes Estates, California 90274

b. City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90509-2970  
Fax: (310) 618-2931

6. Assurances

a. The City of Torrance shall use the assigned Proposition A Local Return Funds only for the purpose of providing the project discussed in Paragraph A of the Agreement and within the time limits specified in Metropolitan Transportation Authority's Proposition A Local Return Program Guidelines.

b. Concurrently with the Execution of this Agreement, the City of Torrance shall provide the Metropolitan Transportation Authority with the Standard Assurances and Understandings Regarding Receipt of Use of Proposition A Funds specified in the Guidelines regarding the use of the assigned Proposition A Local Return Funds.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their respective officers, duly authorized, on the day and year written above.

CITY OF TORRANCE

CITY OF PALOS VERDES ESTATES

By \_\_\_\_\_  
Frank Scotto, Mayor

By \_\_\_\_\_  
John E. Flood, Mayor

Attest:

\_\_\_\_\_  
Sue Herbers, City Clerk

\_\_\_\_\_  
Judy Smith, City Clerk

Approved as to Form:

\_\_\_\_\_  
John L. Fellows III, City Attorney

\_\_\_\_\_  
Stephanie R. Scher, City Attorney