



**Wednesday, September 26, 2012**

**12:00 Noon**

*(Lunch Provided for Board Members)*

**Kelly Board Room  
32-505 Harry Oliver Trail  
Thousand Palms, CA 92276**

**NOTE:** IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT SUNLINE AT (760) 343-3456. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE SUNLINE TO MAKE REASONABLE ACCOMMODATION TO ENSURE ACCESSIBILITY TO THIS MEETING.

**THE CHAIR REQUESTS THAT ALL CELLULAR PHONES  
AND PAGERS BE TURNED OFF OR SET ON SILENT  
MODE FOR THE DURATION OF THE BOARD MEETING.**

**AGENDA TOPICS**

**RECOMMENDATION**

1. **Call to Order**  
Chairman Robert A. Spiegel
2. **Flag Salute**
3. **Roll Call**
4. **Presentations**
  - a. Employee of the Quarter (Jack Stevens)
5. **Finalization of Agenda**
6. **Correspondence**  
None.

**7. Public Comments****Receive Comments**

(NOTE: Those wishing to address the Board should complete a Public Comment Card and will be called upon to speak.)

**NON AGENDA ITEMS**

Anyone wishing to address the Board on items not on the agenda may do so at this time. Each presentation is limited to 3 minutes.

**AGENDA ITEMS**

Anyone wishing to address specific items on the agenda should notify the Chair at this time so those comments can be made at the appropriate time. Each presentation is limited to 3 minutes.

**8. Board Member Comments****Receive Comments**

Any Board Member who wishes to speak may do so at this time.

**ACTION****9. Consent Calendar****Approve**

All items on the Consent Calendar will be approved by one motion, and there will be no discussion of individual items unless a Boardmember requests a specific item be pulled from the calendar for separate discussion. The public may comment on any item.

- a) Minutes of the July 25, 2012 Board of Directors Meeting (Pages 1-6)
- b) Checks over \$1,000 for July, August, 2012 (Pages 7-12)
- c) Credit card statement for July, August 2012 (Pages 13-18)
- d) Monthly Budget Report for June – August, 2012 (To be provided at the October Board Meeting)
- e) Contract Report – nothing to report.
- f) SunDial Operational Notes for July, August, 2012 (Pages 19-20)
- g) Ridership Report for July, August, 2012 (Pages 21-24)

**10. Award of Contract for Construction of Administration Building and Transit Hub (C. Mikel Oglesby)****Approve**

Request to the Board to grant authorization to the General Manager to execute a contract for construction of the Administration Building and Transit Hub to Doug Wall Construction Inc. subject to review and

approval as to form by SunLine Counsel, and to authorize changes within a ten percent change contingency. (Pages 25-26)

- 11. IBI Group- Amendment No. 2 Approval **Approve****  
**(C. Mikel Oglesby)**  
Request to the Board to grant authorization to the General Manager to negotiate and execute Amendment No. 2 with The IBI Group. (Page 27)
- 12. Award of Contract for Microsoft Enterprise Agreement **Approve****  
**(Naomi Nightingale)**  
Request to the Board to grant authorization to the General Manager to approve award of a contract for a Microsoft Enterprise Agreement upon review as to form and legality by Legal Counsel. (Page 28)
- 13. Award of Contract for VOIP Phone System **Approve****  
**(Naomi Nightingale)**  
Request to the Board to grant authorization to the General Manager to approve award of contract for a VOIP Phone System upon review as to form and legality by Legal Counsel. (Page 29)
- 14. FY 2012/13 Short Range Transit Plan (SRTP) Amendment **Approve****  
**(Joe Forgiarini)**  
Request to the Board to approve an amendment to the SunLine Transit Agency Short Range Transit Plan for FY 2012/13 to include a capital project for replacement and new solar panels. (Pages 30-31)
- 15. Checks Policy # B-030403 Revision **Approve****  
**(Naomi Nightingale)**  
Request to the Board to approve the attached Checks Policy #B-303403 revision of signature authority. (Pages 32-38)
- 16. Response to Rancho Mirage Resolution **Approve****  
**(Chairman Robert Spiegel)**  
Request to the Board to approve the attached response to the City of Rancho regarding Rancho Mirage Resolution #2012-21 dated May 17, 2012. (Pages 39-40)
- 17. Closed Session**
- a) Closed session to review the employee performance evaluation of the General Manager, pursuant to Government Code Section 54957 of the California Government Code.

- 18. Establishment of General Manager Salary Adjustment and Performance Incentive (Chairman Robert Spiegel) Approve**  
Board is asked to establish the annual salary adjustment and performance incentive for the General Manager as provided for in both General Manger Employment Agreement and adopted Board policy.
- 19. General Manager's Report (C. Mikel Oglesby)**
- 20. Next Meeting Date**  
October 24, 2012  
12 o'clock Noon – Kelly Board Room  
32-505 Harry Oliver Trail  
Thousand Palms, CA 92276
- 21. Adjourn**

**MINUTES**  
**SunLine Transit Agency**  
**Board of Directors Meeting**  
**July 25, 2012**

A regular meeting of the SunLine Transit Agency Board of Directors was held at 9:00am on Wednesday, July 25, 2012 in the Kelly Board Room at SunLine Transit Agency, 32-505 Harry Oliver Trail, Thousand Palms, CA 92276.

**1. Call to Order**

The meeting was called to order at 12:00 p.m. by Chairman Robert Spiegel. Chairman Spiegel welcomed Councilmember Paul Lewin representing the City of Palm Springs.

**2. Flag Salute**

Mayor Don Adolph led all in a salute to our flag.

**3. Roll Call**

Completed.

**Members Present**

Robert Spiegel, Chairman, Mayor, City of Palm Desert  
Yvonne Parks, Vice Chairman, Mayor, City of Desert Hot Springs  
Paul Lewin, Councilmember, City of Palm Springs  
Bud England, Councilmember, City of Cathedral City  
G. Dana Hobart, Councilmember, City of Rancho Mirage  
Bill Powers, Mayor Pro Tem, City of Indian Wells  
Don Adolph, Mayor, City of La Quinta  
Glenn Miller, Mayor, City of Indio  
John J. Benoit, Supervisor, County of Riverside

**Members Absent**

Eduardo Garcia, Mayor, City of Coachella

**Guests:**

Kathleen Bennett, Resort Marketing  
Danielle Soto, AQMD  
Michal Brock, Yellow Cab  
Bill Meyers, Yellow Cab  
Mabu Hossein, Desert City Cab  
Harry Incs, American Cab  
Scott Russo, American Cab  
Esther Matadama, Public  
Kimberly Webb, Public  
Lydia Rodriguez, Public

**Staff:**

C. Mikel Oglesby, General Manager  
Jeffrey Goldfarb, Interim Legal Counsel  
Carolyn Rude, Special Asst. to the General Manager/Clerk of the Board  
Naomi Nightingale, Chief of Staff/EEO  
Polo Del Toro, Director of Operations  
Joe Forgiarini, Director of Transit Planning  
Mike Morrow, Director of Maintenance  
Jack Stevens, Director of Human Resources  
Tommy Edwards, Contracting Officer Technical Representative  
Rudy LeFlore, Procurement Consultant  
Michael Jones, Manager Taxicab Administration  
Harman Singh, Assistant Taxi Cab Administrator I  
David Robin, Assistant Taxi Cab Administrator II  
Stephanie Buriel, Administrative Assistant  
Irick Petersen, Finance Manager  
David Manriquez, Safety Specialist  
Joe Gomez, Security Technician  
Rick Barone, Procurement Officer  
Frank Shardy, Facilities Maintenance Supervisor  
Francine DePalo, Senior Administrative Assistant  
Maribel Gagnon, Contract Specialist  
Diann Chumney, Desktop Publisher  
Anita Petke, Transit Planning Assistant  
Amy Heilman, Coin Counter  
Karen Thomas, Senior Administrative Assistant

**4. Presentations**

None.

**5. Finalization of Agenda**

Chairman Spiegel stated that the call for Public Comments needs to be moved to take place prior to Closed Session. He stated that as he understands, public comments should come first. He stated that from this point forward, we will hold the public comments prior to Closed Session.

**6. Correspondence**

None.

**7. Public Comments****NON AGENDA ITEMS:**

None.

**AGENDA ITEMS:**

None.

At 9:05am, Chairman Spiegel moved into Closed Session. Interim Legal Counsel, Jeffrey Goldfarb, announced the Closed Session as listed below. He then excused himself from the meeting.

**8. Closed Session**

- a) Closed Session: public employee appointment of Agency General Counsel pursuant to Government Code Section 54957 of the California Government Code.
- b) Closed session to review the employee performance evaluation of the General Manager, pursuant to Government Code Section 54957 of the California Government Code.

At 12:45pm, Chairman Spiegel announced the return to open session. Chairman Spiegel announced the following: "We have been interviewing for our new Legal Counsel. We have decided, based on additional negotiations, to select Rutan & Tucker. Congratulations.

Chairman Spiegel further stated: "We also reviewed in Closed Session, the objectives of Mr. Oglesby for last year and we were given forms to take home to decide how we feel he accomplished those objectives. Mr. Oglesby also gave us some objectives for next year. We will be looking at both of those in our meeting in September as we are dark in August. There is nothing further to report."

**9. Board Member Comments**

None.

**10. Consent Calendar**

Councilmember Hobart stated: "On page 11, I have questions regarding the legal services of Alexander Cohn. What, in general, were those services?" Chief of Staff, Naomi Nightingale, stated: "Those are labor relation services; Mr. Cohn is the arbitrator for all of the labor relations; grievances." Councilmember Hobart asked if that was the gentleman who was here. (Tom Hock) Mr. Oglesby stated: "No, this is something totally different. Tom Hock is for labor relations negotiations."

Councilmember Hobart then asked the following: "On the same page, right under Alexander Cohn, it says 'name withheld' – insurance losses'. I'm not asking for the name, I'm asking what is the explanation of policy for when we withhold the name that gets a public expenditure." Ms. Nightingale stated: "If it is a health issue – a worker's comp issue and if there is a medical issue, we do not reveal the person's name according to the law." Councilmember Hobart asked: "Is that \$5,000 our expenditure or PERMA's?" Ms. Nightingale stated: "We are insured by PERMA up to the limit of \$125,000, so it is our expense."

Councilmember Hobart asked: "The next to the last line on the same page – Woodruff, Spradlin & Smart – legal services." Ms. Nightingale stated: "They were our attorney in the arbitration."

Councilmember Hobart further asked: "On page 17 – it talks about the Monthly Ridership Report and I know that I may have just missed it, but I did not see 'R.M.' or Rancho Mirage in there. Is there a reason for that?" Director of Transit Planning, Joe Forgiarini stated that he would be happy to make appropriate adjustments. The report is missing 'R.M.' under the Line 32 on the report."

Mayor Adolph moved for approval of the consent calendar. The motion was seconded by Councilmember England and was approved by a unanimous vote with the abstention of Councilmember Lewin of Palm Springs.

**11. Change Order with El Dorado National to Include Avail System in New Buses**

Mikel Oglesby addressed the Board requesting approval of the General Manager to execute a Change Order to amend the contract with El Dorado National. The Change Order extends the scope of work to include the Avail System in the next two fuel cell buses that the Agency will be getting. The Avail System was not available at the time the Board approved and we want to make sure the system is in the new buses. The estimated cost is \$60,000. Mr. Oglesby stated that this will not have a financial impact as the cost will be absorbed in the original scope. The Avail system is GPS, vehicle location capabilities and passenger counters. Mayor Pro Tem Powers moved for approval of staff recommendation. The motion was seconded by Mayor Adolph and was approved by a unanimous vote.

**12. Administration Building and Transit Hub Construction Contract**

Mikel Oglesby addressed the Board requesting that the General Manager be given authority to execute a contract for the construction of the Administration Building and the Transit Hub, subject to the concurrence and review and approval to form by Legal Counsel, and authorize changes within a ten percent change contingency. Mr. Oglesby stated in short, SunLine received bid on July 12, 2012 from The Penta Group, located in Palm Desert, who provided the low bid. Councilmember Hobart asked the deadline in having the contract reviewed by Legal Counsel. Rudy LeFlore, procurement consultant, stated that Legal Counsel has reviewed, but there is a "Buy-America" issue that staff is attempting to resolve. Councilmember Hobart asked if it was Mr. Goldfarb that is working with staff. Mr. Goldfarb stated, yes. Councilmember England asked if it looked like the issue would be resolved. Mr. Oglesby stated that it does look like the issue would be resolved. In short, it was an issue with the elevator. Mr. LeFlore stated that we require an electronic elevator. The Penta Group signed two Certs that are in conflict. To accept the Cert, there needs to be FTA concurrence, to substitute the Cert and they have to certify the penalty of perjury, that it was an inadvertent error or mistake. Mr. LeFlore stated that we are waiting to hear back from the FTA to concur with their declaration that it was an oversight and a mistake. Councilmember England asked if the FTA is slow in their response, how that will affect us. Mr. LeFlore stated that he has made calls and that we are not willing to wait too



long. He felt it was an advantageous bid for the region and project. He further stated that bids do not have expiration; once they submit a bid, it is open and available to us. However, there is a point where we would bring something back to the Board if it does not go as planned or if we want to reject all bids. Other alternatives would be presented. Mr. LeFlore said that as of today, this is the best alternative; it is an administrative matter that we want resolved. Mr. LeFlore stated that the next Board meeting will not take place until September, so staff wanted to submit today to keep the project moving. Councilmember England asked about the funding for the entire project. Mr. Oglesby stated that the entire project has been funded.

Mayor Pro Tem Powers moved for approval of staff recommendation. The motion was seconded by Councilmember England and was approved by a unanimous vote.

**13. Resolution Updating Signatures on Bank Accounts**

Mikel Oglesby addressed the Board requesting approval to update signatories on the bank accounts to add the new Vice Chairman, Mayor Yvonne Parks, and change the title of Mayor Robert A. Spiegel from Vice Chairman to Chairman. Mayor Pro Tem Powers moved for approval of staff recommendation. The motion was seconded by Mayor Adolph and was approved by a unanimous vote.

**14. Approval of Bus Stop Changes/Simme-Seat Purchase & Installation**

Director of Transit Planning, Joseph addressed the Board requesting approval of proposed changes to bus stops in the SunLine service area, and purchase and installation of Simme-Seats. Changes include: 11 new bus stops to be added – based on customer requests and stop spacing policy; 7 bus stops to be removed – based on low usage and/or very close proximity (0.1-0.2 miles) to existing higher usage stops; 24 new Simme-seats for stops that cannot justify a shelter or accommodate a bench. Financial implications are as follows: new stops: \$2,200 for materials and installation; stop deletions: \$7,000 (including equipment hire for removal of shelters); Simme-seat: \$18,000 for materials and installation. There is funding in the budget. Mayor Adolph moved for approval of staff recommendation. The motion was seconded by Mayor Pro Tem Powers and was approved by a unanimous vote.

**15. Committee Appointments**

Chairman Spiegel addressed the Board stating that the suggested Committee appointments have been provided. He asked if anyone had any concerns with the Committee assignments. There were no concerns.

**16. General Manager's Report**

No report.

**17. Next Meeting Date**

Chairman Spiegel announced that the next regular meeting of the Board of Directors will be held on September 26, 2012 at 12 noon – Kelly Board Room, 32-505 Harry Oliver Trail, Thousand Palms, CA 92276.

Urgency item is to be added to the agenda concerning litigation. Legal Counsel, Jeffrey Goldfarb, stated that two items of litigation has been filed against SunLine Services Group and SunLine Transit Agency. He would like to discuss those items in a joint Transit-SSG Closed Session. Councilmember Hobart moved to add the items to the agendas. Mayor Miller seconded the motion and was approved by a unanimous vote.

At 1:05 p.m. the Chairman announced that he would recess the SunLine Transit Agency Board of Directors meeting to call to order the SunLine Services Group Board of Directors Meeting and to then hold the joint closed session.

**17a. Closed Session**

Conference with legal counsel—existing litigation –Gov. Code Section 54956.9 (a) two cases:

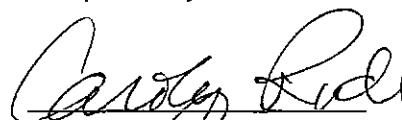
1. American Cab LLC v. SunLine Services Group et al RCSC INC 1201334
2. American Cab v. SunLine Services Group; SunLine Transit Agency, et al.--Case No. CV12-05552 CW (OPx)

At 1:30p.m. Chairman Spiegel called the SunLine Transit Agency Board of Directors Meeting back to order. Legal Counsel stated that the Closed Session was informational and there was nothing to report.

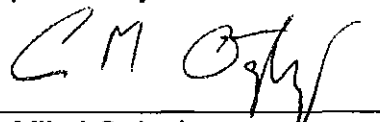
**18. Adjourn**

Chairman Spiegel adjourned the meeting at 1:30p.m.

Respectfully Submitted,

  
Carolyn Rude  
Clerk of the Board

Approved By:

  
C. Mikel Oglesby  
General Manager

Date: 9/12/12

SunLine Transit Agency  
Checks \$1,000 and Over  
For the month of July 2012

NOTE: 1). Bold check payments represent "pass through" payments that were, or will be reimbursed to SunLine under the provisions of specific grants or contracts. 2). Underlined check payments represent "shared" payments with SunLine and specific vendors/employees.

Vendor Name	Description	Check #	Check	Amount
HEALTH NET	Group Health Ins Prem	655059	7/20/2012	\$204,558.91
<b><u>CALSTART, INC.</u></b>	<b><u>WIP-THOR/AT BUS</u></b>	<b><u>655019</u></b>	<b><u>7/20/2012</u></b>	<b><u>\$130,000.00</u></b>
HAYWARD TILTON & ROLAPP	Auto Physical Damage	655058	7/20/2012	\$114,612.66
UNION BANK	Pension Deposits	655115	7/20/2012	\$93,174.54
UNION BANK	Pension Deposits	654768	7/9/2012	\$85,754.51
PERMA - Insurance	Gen Lib/WC	655144	7/31/2012	\$76,967.20
<b><u>AUDIOVISIONS</u></b>	<b><u>Zweig Education Center</u></b>	<b><u>654937</u></b>	<b><u>7/12/2012</u></b>	<b><u>\$31,992.31</u></b>
KUSHNER, SMITH, JOANOU & GREGSON,	Pension Auditors	655184	7/31/2012	\$21,475.00
GOODYEAR TIRE & RUBBER COMPANY,	Bus Tire Lease	655138	7/31/2012	\$19,772.34
IMPERIAL IRRIGATION DIST	Utilities	655073	7/20/2012	\$18,977.13
<b><u>IBI GROUP</u></b>	<b><u>Engineer Services</u></b>	<b><u>655140</u></b>	<b><u>7/31/2012</u></b>	<b><u>\$18,757.83</u></b>
<b><u>LEFLORE GROUP LLC, THE</u></b>	<b><u>Project Management</u></b>	<b><u>654977</u></b>	<b><u>7/12/2012</u></b>	<b><u>\$15,861.72</u></b>
<b><u>ARCADIS U.S., INC.</u></b>	<b><u>Construction Managing</u></b>	<b><u>654712</u></b>	<b><u>7/9/2012</u></b>	<b><u>\$15,402.33</u></b>
WOODRUFF, SPRADLIN & SMART,	Legal Services	655123	7/20/2012	\$11,884.80
VERIZON WIRELESS	Wireless Cell Service	655119	7/20/2012	\$10,479.42
PERMA - Insurance	Gen Lib/WC	654755	7/9/2012	\$8,408.50
COLONIAL LIFE & ACCIDENT	Supplemental Insurance	654721	7/9/2012	\$6,546.65
COLONIAL LIFE & ACCIDENT	Supplemental Insurance	655131	7/31/2012	\$6,468.31
HOME DEPOT CRD SRVS	Facility Maintenance	655071	7/20/2012	\$6,314.27
METLIFE SBC	Dental Insurance	654980	7/12/2012	\$6,263.41
<b><u>CDW GOVERNMENT, INC</u></b>	<b><u>Software/Hardware</u></b>	<b><u>654719</u></b>	<b><u>7/9/2012</u></b>	<b><u>\$5,635.75</u></b>
<b><u>PRESTIGE FLOORING CENTER INC.</u></b>	<b><u>Flooring</u></b>	<b><u>655145</u></b>	<b><u>7/31/2012</u></b>	<b><u>\$5,255.39</u></b>
IMPERIAL IRRIGATION DIST	Utilities	654739	7/9/2012	\$4,916.61
<b><u>SOUTHWEST NETWORKS, INC.</u></b>	<b><u>F/A-Computer Equip</u></b>	<b><u>655105</u></b>	<b><u>7/20/2012</u></b>	<b><u>\$4,881.21</u></b>
MOORE MAINTENANCE & JANITORIAL	Janitorial Servs	654981	7/12/2012	\$4,678.00
AMALGAMATED TRANSIT UNION	Union Dues	654710	7/9/2012	\$4,403.53
AMALGAMATED TRANSIT UNION	Union Dues	655013	7/20/2012	\$4,392.18
EPLER COMPANY, THE	Pension Consultant	655039	7/20/2012	\$4,334.46
NEW FLYER	Bus Parts	654747	7/9/2012	\$4,013.02
FLEET REFINISHING	Body/Paint	655049	7/20/2012	\$3,836.25
PDC MACHINES, INC	Sun Fuel Parts	654993	7/12/2012	\$3,743.00
<b><u>ARCADIS U.S., INC.</u></b>	<b><u>Construction Managing</u></b>	<b><u>655127</u></b>	<b><u>7/31/2012</u></b>	<b><u>\$3,505.04</u></b>
NEW FLYER	Bus Parts	655189	7/31/2012	\$3,415.35
AMERICAN CAB	Taxi Voucher Program	655014	7/20/2012	\$3,375.00
OFFICETEAM	Temporary Services	654752	7/9/2012	\$3,279.08
IMPERIAL IRRIGATION DIST	Utilities	655180	7/31/2012	\$3,083.45
CALIFORNIA STATE DISBURSEMENT	Employee Garnishment	654717	7/9/2012	\$3,009.03
CALIFORNIA STATE DISBURSEMENT	Employee Garnishment	655018	7/20/2012	\$2,985.96
C.V.A.G.	Federal JARC Funding	655128	7/31/2012	\$2,983.65

**SunLine Transit Agency  
Checks \$1,000 and Over  
For the month of July 2012**

NOTE: 1). Bold check payments represent "pass through" payments that were, or will be reimbursed to SunLine under the provisions of specific grants or contracts. 2). Underlined check payments represent "shared" payments with SunLine and specific vendors/employees.

<b>Vendor Name</b>	<b>Description</b>	<b>Check #</b>	<b>Check</b>	<b>Amount</b>
STRICKLAND KENNY INC.	Lubricants & Oils	655183	7/31/2012	\$2,972.89
<b>AUDIOVISIONS</b>	<b>Zweig Education Center</b>	<b>654713</b>	<b>7/9/2012</b>	<b>\$2,780.00</b>
OFFICETEAM	Temporary Services	655091	7/20/2012	\$2,715.61
RCTC	Federal JARC Funding	655146	7/31/2012	\$2,712.22
NEW FLYER	Bus Parts	655087	7/20/2012	\$2,667.48
STRICKLAND KENNY INC.	Lubricants & Oils	654976	7/12/2012	\$2,647.88
FLEET REFINISHING	Body/Paint	654960	7/12/2012	\$2,359.92
CAL-TEST, INC.	D&A Onsite Testing	654943	7/12/2012	\$2,268.90
<b>GRAINGER</b>	<b>Facility Maintenance</b>	<b>654735</b>	<b>7/9/2012</b>	<b>\$2,256.29</b>
<u>EYE MED</u>	<u>Employee Benefits</u>	<u>655041</u>	<u>7/20/2012</u>	<u>\$2,253.44</u>
FLEET-NET CORPORATION	Software & Licenses	654961	7/12/2012	\$2,160.00
ROMAINE ELECTRIC CORP.	Repair Parts	655198	7/31/2012	\$2,137.90
CUMMINS CAL PACIFIC, LLC	Bus Repair Parts	654725	7/9/2012	\$2,122.42
MAGELLAN BEHAVIORAL HEALTH	Employee Assistance	654979	7/12/2012	\$2,110.02
CARQUEST OF THE DESERT	Repair Parts	655024	7/20/2012	\$2,092.76
KILLER BEE INC.	Repair Claims	655078	7/20/2012	\$1,999.00
SO CAL GAS CO.	Utilities	655104	7/20/2012	\$1,997.50
<b>SOLA-LITE COACHELLA VALLEY</b>	<b>Zweig Learning Center</b>	<b>655151</b>	<b>7/31/2012</b>	<b>\$1,995.00</b>
NAME WITHHELD	Insurance Losses	655177	7/31/2012	\$1,977.94
CDW GOVERNMENT, INC	Software/Hardware	654945	7/12/2012	\$1,912.55
RESORT MARKETING	Public Relations Mgmt	654996	7/12/2012	\$1,875.00
BURRTEC WASTE & RECYCLING	Facility Trash Removal	655017	7/20/2012	\$1,847.11
OFFICE DEPOT	Office Supplies	654988	7/12/2012	\$1,827.96
<b>VAGABOND WELDING SUPPLY</b>	<b>Facility Maintenance</b>	<b>654770</b>	<b>7/9/2012</b>	<b>\$1,767.10</b>
<b>GRAINGER</b>	<b>Facility Maintenance</b>	<b>655139</b>	<b>7/31/2012</b>	<b>\$1,756.48</b>
VALLEY OFFICE EQUIPMENT, INC.	Fax/Copier Supplies	655118	7/20/2012	\$1,741.03
OFFICETEAM	Temporary Services	655191	7/31/2012	\$1,727.64
BLUWAYS USA, INC.	Fixed Rt Buses	654941	7/12/2012	\$1,727.40
ALLIEDBARTON SECURITY SERVICES	Security Services	655012	7/20/2012	\$1,705.32
EISENHOWER OCCUPATIONAL	Medical-Exams and Testing	655136	7/31/2012	\$1,625.00
DESERT AIR CONDITIONING, INC.	A/C Sales	655135	7/31/2012	\$1,607.00
NAPA AUTO PARTS	Vehicle Repair Parts	655085	7/20/2012	\$1,591.27
CARRIER TRANSICOLD	Repair Parts	655025	7/20/2012	\$1,571.57
VIVIAN GONZALEZ	Education Reimbursement	655154	7/31/2012	\$1,535.00
CUMMINS CAL PACIFIC, LLC	Bus Repair Parts	655166	7/31/2012	\$1,499.28
ST. BOARD OF EQUALIZATION	Use Sales Tax	655202	7/31/2012	\$1,468.00
CUMMINS CAL PACIFIC, LLC	Bus Repair Parts	655031	7/20/2012	\$1,399.97
TRANSIT PRODUCTS & SERVICES	Repair Parts	655113	7/20/2012	\$1,338.91
MACIAS GINI & O'CONNELL LLP	Audit Services (SLT)	655079	7/20/2012	\$1,300.00
SMART CHEMISTRY CORPORATION	Hydrogen Samples	655103	7/20/2012	\$1,250.00

**SunLine Transit Agency  
Checks \$1,000 and Over  
For the month of July 2012**

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<b>Vendor Name</b>	<b>Description</b>	<b>Check #</b>	<b>Check</b>	<b>Amount</b>
SMARTDRIVE SYSTEMS, INC.	Security Equipment	655002	7/12/2012	\$1,240.00
OFFICE DEPOT	Office Supplies	654751	7/9/2012	\$1,195.37
OFFICE DEPOT	Office Supplies	655090	7/20/2012	\$1,148.99
CARRIER TRANSICOLD	Repair Parts	654718	7/9/2012	\$1,141.06
OPW FUELING COMPONENTS	SunFuels Station Parts	654989	7/12/2012	\$1,083.49
FIESTA FORD, INC.	Repair Parts/Support	655172	7/31/2012	\$1,025.09
FACTORY MOTOR PARTS COMPANY	Repair Parts	655045	7/20/2012	\$1,020.78
DESERT ALARM, INC.	Security Services	654955	7/12/2012	\$1,000.00
TOTALFUNDS BY HASLER	Postage Supplies	655111	7/20/2012	\$1,000.00

<b>Total of Checks Over \$1,000</b>	<b>\$1,067,553.34</b>
<b>Total of Checks Under \$1,000</b>	<b>\$70,386.38</b>
<b>Total of All Checks for the Month</b>	<b>\$1,137,939.72</b>
<b>Total Amount of Checks Prior Years Same Month</b>	<b>\$2,012,949.45</b>

SunLine Transit Agency  
 Checks \$1,000 and Over  
 For the month of August 2012

NOTE: 1). Bold check payments represent "pass through" payments that were, or will be reimbursed to SunLine under the provisions of specific grants or contracts. 2). Underlined check payments represent "shared" payments with SunLine and specific vendors/employees.

Vendor Name	Description	Check #	Check	Amount
<u>HEALTH NET</u>	Group Health Ins Prem	655368	8/27/2012	\$209,799.85
<u>UNION BANK</u>	Pension Deposits	655233	8/6/2012	\$86,820.76
<u>UNION BANK</u>	Pension Deposits	655489	8/31/2012	\$86,716.16
<u>UNION BANK</u>	Pension Deposits	655399	8/27/2012	\$86,350.65
SO CAL GAS CO.	Utilities	655482	8/31/2012	\$78,264.16
PERMA - Insurance	Gen Lib/WC	655383	8/27/2012	\$76,942.74
SO CAL GAS CO.	Utilities	655333	8/15/2012	\$73,623.40
IMPERIAL IRRIGATION DIST	Utilities	655458	8/31/2012	\$28,491.78
APTA	Annual Membership Dues	655342	8/27/2012	\$26,494.00
GOODYEAR TIRE & RUBBER COMPANY,	Bus Tire Lease	655366	8/27/2012	\$20,117.00
<u><b>LEFLORE GROUP LLC, THE</b></u>	<u><b>Project Management</b></u>	<u><b>655337</b></u>	<u><b>8/20/2012</b></u>	<u><b>\$12,916.72</b></u>
CUMMINS CAL PACIFIC, LLC	Bus Repair Parts	655434	8/31/2012	\$12,802.74
HYATT REGENCY NEWPORT BEACH	Strategic Planning Workshop	655310	8/9/2012	\$12,162.91
ADVANCED WEB OFFSET, INC.	Printing Rider's Guide	655410	8/31/2012	\$11,470.00
<u><b>DESERT AIR CONDITIONING, INC.</b></u>	<u><b>Facility Improvement Projects</b></u>	<u><b>655357</b></u>	<u><b>8/27/2012</b></u>	<u><b>\$11,228.00</b></u>
HARTFORD LIFE	Employee Benefits	655217	8/6/2012	\$10,411.12
PERMA - Insurance	Gen Lib/WC	655329	8/15/2012	\$8,573.00
<u><b>BUSTEX CORP.</b></u>	<u><b>WIP-Rehab 4 Busses R/C</b></u>	<u><b>655311</b></u>	<u><b>8/15/2012</b></u>	<u><b>\$7,543.80</b></u>
RCTC	Federal JARC Funding	655477	8/31/2012	\$6,535.32
<b>COLONIAL LIFE &amp; ACCIDENT</b>	<b>Supplemental Insurance</b>	<b>655430</b>	<b>8/31/2012</b>	<b>\$6,468.31</b>
<u>METLIFE SBC</u>	Dental Insurance	655221	8/6/2012	\$6,372.10
<u>METLIFE SBC</u>	Dental Insurance	655466	8/31/2012	\$6,332.94
G & K SERVICES	Uniform service	655450	8/31/2012	\$6,332.33
ALLIED REFRIGERATION, INC	Bus A/C Parts	655412	8/31/2012	\$6,285.65
<u><b>OLEA</b></u>	<u><b>Zweig Learning Center</b></u>	<u><b>655326</b></u>	<u><b>8/15/2012</b></u>	<u><b>\$6,279.10</b></u>
GATEWAY COMPRESSION, INC.	Sun Fuel Parts	655452	8/31/2012	\$5,460.38
G & K SERVICES	Uniform service	655268	8/9/2012	\$5,173.76
<u><b>C V WATER DISTRICT</b></u>	<u><b>Administrative Building</b></u>	<u><b>655419</b></u>	<u><b>8/31/2012</b></u>	<u><b>\$5,000.00</b></u>
LECTRODRYER, LLC	Sun Fuel Parts	655323	8/15/2012	\$4,930.00
IMPERIAL IRRIGATION DIST	Utilities	655320	8/15/2012	\$4,830.63
MOORE MAINTENANCE & JANITORIAL	Janitorial Servs	655468	8/31/2012	\$4,678.00
<u><b>GRAINGER</b></u>	<u><b>Maintenance Equip Project</b></u>	<u><b>655455</b></u>	<u><b>8/31/2012</b></u>	<u><b>\$4,666.60</b></u>
AMALGAMATED TRANSIT UNION	Union Dues	655340	8/27/2012	\$4,442.18
AMALGAMATED TRANSIT UNION	Union Dues	655208	8/6/2012	\$4,325.31
NAME WITHHELD	Insurance Losses	655319	8/15/2012	\$4,000.00
CARRIER TRANSICOLD	Repair Parts	655426	8/31/2012	\$3,763.52
OFFICETEAM	Temporary Services	655379	8/27/2012	\$3,583.06
LOCAL AGENCY WORKERS' COMP.	Excess Workers' Comp	655324	8/15/2012	\$3,543.00

**SunLine Transit Agency**  
**Checks \$1,000 and Over**  
**For the month of August 2012**

NOTE: 1). Bold check payments represent "pass through" payments that were, or will be reimbursed to SunLine under the provisions of specific grants or contracts. 2). Underlined check payments represent "shared" payments with SunLine and specific vendors/employees.

<b>Vendor Name</b>	<b>Description</b>	<b>Check #</b>	<b>Check</b>	<b>Amount</b>
TELEPACIFIC COMMUNICATIONS	Telephone Service	655485	8/31/2012	\$3,399.69
AMERICAN CAB	Taxi Voucher Program	655341	8/27/2012	\$3,275.00
TELEPACIFIC COMMUNICATIONS	Telephone Service	655305	8/9/2012	\$3,260.09
<b><u>COMSERCO, INC.</u></b>	<b><u>DAR Expansion Vehicles (13)</u></b>	<b><u>655353</u></b>	<b><u>8/27/2012</u></b>	<b><u>\$3,151.80</u></b>
PERMA - Insurance	Gen Lib/WC	655328	8/15/2012	\$2,993.00
<b>CALIFORNIA STATE DISBURSEMENT</b>	<b>Employee Garnishment</b>	<b>655211</b>	<b>8/6/2012</b>	<b>\$2,985.96</b>
<b>CALIFORNIA STATE DISBURSEMENT</b>	<b>Employee Garnishment</b>	<b>655348</b>	<b>8/27/2012</b>	<b>\$2,985.96</b>
HOME DEPOT CRD SRVS	Facility Maintenance	655281	8/9/2012	\$2,845.63
NEW FLYER	Bus Parts	655377	8/27/2012	\$2,744.22
C.V.A.G.	Federal JARC Funding	655347	8/27/2012	\$2,688.95
OFFICETEAM	Temporary Services	655297	8/9/2012	\$2,625.17
ALLIEDBARTON SECURITY SERVICES	Security Services	655237	8/9/2012	\$2,550.24
<b>CALIFORNIA STATE DISBURSEMENT</b>	<b>Employee Garnishment</b>	<b>655422</b>	<b>8/31/2012</b>	<b>\$2,527.46</b>
ALLIEDBARTON SECURITY SERVICES	Security Services	655413	8/31/2012	\$2,491.44
NAPA AUTO PARTS	Vehicle Repair Parts	655294	8/9/2012	\$2,451.44
SOUTHWEST NETWORKS, INC.	Network Consultants	655391	8/27/2012	\$2,298.00
<b><u>EYE MED</u></b>	<b><u>Employee Benefits</u></b>	<b><u>655214</u></b>	<b><u>8/6/2012</u></b>	<b><u>\$2,266.84</u></b>
NEW FLYER	Bus Parts	655471	8/31/2012	\$2,147.64
RUTAN & TUCKER, LLP	Legal fees	655332	8/15/2012	\$2,146.00
OFFICETEAM	Temporary Services	655475	8/31/2012	\$2,099.40
FACTORY MOTOR PARTS COMPANY	Repair Parts	655262	8/9/2012	\$2,098.46
GRAINGER	Facility Maintenance	655367	8/27/2012	\$2,042.29
CARRIER TRANSICOLD	Repair Parts	655350	8/27/2012	\$2,011.55
FIESTA FORD, INC.	Repair Parts/Support	655446	8/31/2012	\$1,958.16
STRICKLAND KENNY INC.	Lubricants & Oils	655394	8/27/2012	\$1,867.97
CARQUEST OF THE DESERT	Repair Parts	655248	8/9/2012	\$1,843.51
BURRTEC WASTE & RECYCLING	Facility Trash Removal	655345	8/27/2012	\$1,822.94
FLEET-NET CORPORATION	Software & Licenses	655318	8/15/2012	\$1,770.00
VERIZON WIRELESS	Wireless Cell Service	655403	8/27/2012	\$1,742.34
YELLOW CAB OF THE DESERT	Taxi Voucher Program	655405	8/27/2012	\$1,608.00
CAL-TEST, INC.	D&A Onsite Testing	655313	8/15/2012	\$1,584.00
VERIZON	Communications	655336	8/15/2012	\$1,556.77
VERIZON	Communications	655402	8/27/2012	\$1,534.59
<b><u>CATHEDRAL CITY CITY OF</u></b>	<b><u>Shelter &amp; Transit Enhancement</u></b>	<b><u>655251</u></b>	<b><u>8/9/2012</u></b>	<b><u>\$1,500.00</u></b>
VALLEY OFFICE EQUIPMENT, INC.	Fax/Copier Supplies	655492	8/31/2012	\$1,483.72
<b><u>SCHEU STEEL SUPPLY CO.</u></b>	<b><u>Maintenance Equip Project</u></b>	<b><u>655388</u></b>	<b><u>8/27/2012</u></b>	<b><u>\$1,415.66</u></b>
CARRIER TRANSICOLD	Repair Parts	655250	8/9/2012	\$1,402.74
C V PRINTING GROUP	Printing	655255	8/9/2012	\$1,368.94
CAL-TEST, INC.	D&A Onsite Testing	655349	8/27/2012	\$1,359.20
RESORT MARKETING	Public Relations Mgmt	655330	8/15/2012	\$1,300.00
TRI-STATE PUMP, INC.	Sun Fuel Parts	655334	8/15/2012	\$1,276.96

**SunLine Transit Agency  
Checks \$1,000 and Over  
For the month of August 2012**

NOTE: 1). Bold check payments represent "pass through" payments that were, or will be reimbursed to SunLine under the provisions of specific grants or contracts. 2). Underlined check payments represent "shared" payments with SunLine and specific vendors/employees.

<b>Vendor Name</b>	<b>Description</b>	<b>Check #</b>	<b>Check</b>	<b>Amount</b>
SMARTDRIVE SYSTEMS, INC.	Security Equipment	655229	8/6/2012	\$1,240.00
GFI GENFARE	Fare box	655365	8/27/2012	\$1,228.68
C V WATER DISTRICT	Utilities Water Serv	655242	8/9/2012	\$1,041.32
DESERT AIR CONDITIONING, INC.	A/C Sales	655316	8/15/2012	\$1,034.73
TRANSIT RESOURCES, INC.	Bus wheel chair parts	655398	8/27/2012	\$1,024.98
DESERT ALARM, INC.	Security Services	655436	8/31/2012	\$1,000.00
TOTALFUNDS BY HASLER	Postage Supplies	655488	8/31/2012	\$1,000.00

<b>Total of Checks Over \$1,000</b>	<b>\$1,072,699.14</b>
<b>Total of Checks Under \$1,000</b>	<b>\$57,295.39</b>
<b>Total of All Checks for the Month</b>	<b>\$1,129,994.53</b>
<b>Total Amount of Checks Prior Years Same Month</b>	<b>\$1,473,305.43</b>





**July Statement** for activity from Jun. 22, 2012 through Jul. 20, 2012  
 SUNLINE TRANSIT  
 C MIKEL OGLESBY

**Inquiries: 1-866-552-8855**  
 BUS 13 Page 1 of 2

**Your Visa® Business Card account at a glance ... Account.**

Activity Summary	
Previous Balance .....	\$1,488.16
Payments .....	\$1,488.16CR
Other Credits .....	\$0.00
Purchases .....	\$0.00
Balance Transfers .....	\$0.00
Advances .....	\$0.00
Other Debits .....	\$0.00
Past Due Amount .....	\$0.00
Fees Charged .....	\$0.00
Interest Charged .....	\$0.00
<b>New Balance .....</b>	<b>\$0.00</b>
Credit Line .....	\$34,000.00
Available Credit .....	\$34,000.00
Statement Close Date .....	Jul. 20, 2012
Days in Billing Cycle .....	29

Payment Information	
New Balance .....	\$0.00
Minimum Payment Due (Current Month)	\$0.00
Minimum Payment Due (Past Due)	\$0.00
<b>Total New Minimum Payment Due</b>	<b>\$0.00</b>
Payment Due Date .....	Aug. 17, 2012
<b>Late Payment Warning:</b> If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$39.00 Late Fee and your APRs may be increased up to the Penalty APR of 28.99%.	

**Transactions**

Post Date	Trans Date	Ref. Nbr	Description of Transaction	Amount	Notation
<b>Payments and Other Credits</b>					
07/05	07/05		PAYMENT THANK YOU .....	\$1,488.16CR	-----

2012 Totals Year-to-Date	
Total Fees Charged in 2012	\$0.00
Total Interest Charged in 2012	\$0.00

*Continued on Next Page*

*No payment is required, however please use coupon when making additional payments. CPN 000648533*

**Zero Balance**

To change your address or for Cardmember Service please call:  
 1-866-552-8855 **Every Hour! Every Day!**

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SUNLINE TRANSIT  
 C MIKEL OGLESBY  
 32505 HARRY OLIVER TRL  
 THOUSAND PLMS CA 92276-3501



Your Account Number:

Your account has a zero balance, but please remember that your available credit is \$34,000.00.



**July Statement** for activity from Jun. 22, 2012 through Jul. 20, 2012  
 SUNLINE TRANSIT  
 C MIKEL OGLESBY

Inquiries: 1-866-552-885:  
 Page 2 of :

**Company Approval** *(This area for use by your company)*

Signature/Approval: \_\_\_\_\_ Accounting Code: \_\_\_\_\_

**Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

\*\* APR for current and future transactions.


Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement	Interest Free Period
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	13.99%		NO
**PURCHASES	\$0.00	\$0.00	YES	\$0.00	13.99%		YES
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	20.99%		NO


**Important Messages**


**ACTION NEEDED:** Contact us to select a new AutoPay date! Due to a change in our payment processing system, it is necessary to select a new AutoPay date (the date your payment is automatically made each month).


To easily change your AutoPay date via the web: Log onto your account at [myaccountaccess.com](http://myaccountaccess.com) ---> Select "Manage Payments" ---> Select "View Autopay" ---> Select Edit" ---> Under "Payment Day", select your new payment date. Or, you may call Cardmember Service at 800-208-7215 to select a new AutoPay date - it is quick and easy!

**To contact us regarding your account..**

 **By Telephone:**  
*Every Hour! Every Day!*  
 Voice: 1-866-552-8855  
 TDD: 1-888-352-6455  
 Fax: 1-866-807-9053

 **Send Inquiries to:**  
 Cardmember Service  
 P.O. Box 6353  
 Fargo, ND 58125-6353

 **Send Payments to:**  
 Cardmember Service  
 P.O. Box 790408  
 St. Louis, MO 63179-0408

 **Online**  
 visit our website:  
[myaccountaccess.com](http://myaccountaccess.com)

End of Statement

SUNLINE TRANSIT

**ATTENTION: You need to select a new AutoPay date!**

For more information on this necessary change, see the Important Messages section of this statement.

Pacific Western Bank  
SunLine Transit Agency Visa Credit Card Statement  
Closing Date: July 20, 2012

Detail:

Payments/Credits

07/05/12	Payment	\$1,488.16 CR
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Note: All travel is included in the Board approved FY 2012 budget.



**August Statement** for activity from Jul. 21, 2012 through Aug. 22, 2012  
 SUNLINE TRANSIT  
 C MIKEL OGLESBY

Inquiries: 1-866-552-8855  
 BUS 4 13 Page 1 of 3

Your Visa® Business Card account at a glance ...		Account	
<b>Activity Summary</b>		<b>Payment Information</b>	
Previous Balance .....	\$0.00	New Balance .....	\$2,570.79
Payments .....	\$0.00	Minimum Payment Due (Current Month)	\$26.00
Other Credits .....	\$46.00CR	Minimum Payment Due (Past Due)	\$0.00
Purchases .....	\$2,616.79	<b>Total New Minimum Payment Due</b>	<b>\$26.00</b>
Balance Transfers .....	\$0.00	Payment Due Date .....	Sep. 17, 2012
Advances .....	\$0.00	<b>Late Payment Warning:</b> If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$39.00 Late Fee and your APRs may be increased up to the Penalty APR of 28.99%.	
Other Debits .....	\$0.00		
Past Due Amount .....	\$0.00		
Fees Charged .....	\$0.00		
Interest Charged .....	\$0.00		
<b>New Balance .....</b>	<b>\$2,570.79</b>		
Credit Line .....	\$37,000.00		
Available Credit .....	\$34,429.21		
Statement Close Date .....	Aug. 22, 2012		
Days in Billing Cycle .....	33		

To reduce or avoid paying additional fees and interest charges on your purchase balance, pay the total new balance of \$2,570.79 by 09/17/12. Any cash balance or balance transfer balance will continue to accrue daily interest until the date your payment is received.

Transactions						
Post Date	Trans Date	Ref. Nbr	Description of Transaction	Amount	Notation	
<b>Payments and Other Credits</b>						
08/09	08/06	8529	USAIRWAYS0372173916525 PHOENIX AZ..... MERCHANDISE/SERVICE RETURN	\$46.00CR	-----	
<b>Purchases and Other Debits</b>						
07/23	07/19	8782	USAIRWAYS0372173916525 800-428-4322 AZ..... EDWARDS/TOMMYD 08/06/12	\$46.00	-----	
07/23	07/19	8790	PHOENIX ARIZ TO PHILADELPHIA USAIRWAYS0372173916526 800-428-4322 AZ.....	\$45.00	-----	

Continued on Next Page

No payment is required, however please use coupon when making additional payments. CPN 000648533

### Automatic Payment

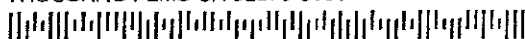
Your Account Number:

Your new full balance of \$2,570.79 will be automatically deducted from your account on 09/04/12.

To change your address or for Cardmember Service please call: 1-866-552-8855 **Every Hour! Every Day!**

000036582 1 MB 0.404 106481747841661 P

SUNLINE TRANSIT  
 C MIKEL OGLESBY  
 32505 HARRY OLIVER TRL  
 THOUSAND PLMS CA 92276-3501





August Statement for activity from Jul. 21, 2012 through Aug. 22, 2012  
 SUNLINE TRANSIT  
 C MIKEL OGLESBY

Inquiries: 1-866-552-8855  
 Page 2 of 3

**Transactions**

Post Date	Trans Date	Ref. Nbr	Description of Transaction	Amount	Notation
07/23	07/19	6312	EDWARDS/TOMMYD 08/08/12 PHILADELPHIA TO PHOENIX ARIZ USAIRWAYS0372478816899 800-428-4322 AZ.....	\$651.20	-----
07/23	07/20	4978	EDWARDS/TOMMYD 08/06/12 PALMSPRINGS TO PHOENIX ARIZ PHOENIX ARIZ TO PHILADELPHIA PHILADELPHIA TO PHOENIX ARIZ PHOENIX ARIZ TO PALMSPRINGS	\$32.56	-----
08/02	08/01	2711	TRAVEL INSURANCE POLIC 800-729-6021 VA.....	\$650.00	-----
08/02	08/01	0078	AMERICAN PUBLIC TRANS 202-4964800 DC .....	\$256.63	-----
08/13	08/09	2822	APTA HOUSING OFFICE 866-7660910 VA.....	\$285.40	-----
08/16	08/15	9918	ALASKA A10272111834386 SEATTLE WA..... OGLESBY/CHARLE 09/28/12 PALMSPRINGS TO SEATTLE TACO SEATTLE TACO TO PALMSPRINGS AMERICAN PUBLIC TRANS 202-4964800 DC .....	\$650.00	-----

2012 Totals Year-to-Date	
Total Fees Charged in 2012	\$0.00
Total Interest Charged in 2012	\$0.00

**Company Approval** *(This area for use by your company)*

Signature/Approval: \_\_\_\_\_ Accounting Code: \_\_\_\_\_

**Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

\*\* APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement	Interest Free Period
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	13.99%		NO
**PURCHASES	\$2,570.79	\$0.00	YES	\$0.00	13.99%		YES
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	20.99%		NO

Pacific Western Bank  
 SunLine Transit Agency Visa Credit Card Statement  
 Closing Date: August 22, 2012

Detail:

07/23/12	US Airways	Airline Chg.–Contracting Officer Technical Rep.to BAE-Site Visit-AFCB Proj. (grant)	\$ 46.00
07/23/12	US Airways	Airline chg.– Contracting Officer Technical Rep.to BAE-Site Visit-AFCB Proj.(grant)	\$ 45.00
07/23/12	US Airways	Airfare- Contracting Officer Technical Rep.to BAE-Site Visit-AFCB Proj.(grant)	\$ 651.20
07/23/12	Travel Insurance	Contracting Officer Technical Rep.to BAE Site Visit-AFCB Proj. (grant)	\$ 32.56
08/02/12	APTA	APTA Annual Conference Registration – General Manager	\$ 650.00
08/02/12	APTA Housing	APTA Annual Conference – hotel charges – General Manager	\$ 256.63
08/13/12	Alaska Airlines	APTA Annual Conference – airfare – General Manager	\$ 285.40
08/16/12	APTA	APTA Annual Conference Registration – Staff (To be credited next month)	\$ 650.00

Payments/Credits

08/09/12	US Airways	Airline charge credit- Contracting Officer Technical Rep.to BAE Site Visit-AFCB Proj.	\$ 46.00
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Note: All travel is included in the Board approved FY 2012 budget.



**Complimentary Paratransit Service**  
*Serving Persons with Disabilities Throughout the Coachella Valley*

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**SunDial Operational Notes**  
**July 2012**

1. ON-TIME PERFORMANCE

<u>Last Year</u>	<u>This Year</u>	
89.4%	92.9%	Total trips carried in the on-time window
952	538	Total trips late during the month
8,988	9,986	Total trips

2. RIDERSHIP and MILEAGE

<u>Last Year</u>	<u>This Year</u>	
9,294	10,353	Total passengers for the month
79,923	86,411	Total miles traveled for the month

3. SAFETY

<u>Last Year</u>	<u>This Year</u>	
2	2	Total preventable accidents

4. RIDE-A-LONG & ONBOARD EVALUATIONS

<u>Last Year</u>	<u>This Year</u>	
0	0	Total Ride-a-Long Evaluations
1	4	Total Onboard Inspections
0	2	Total Safety Evaluations

5. DENIALS

<u>Last Year</u>	<u>This Year</u>	
0	0	Total Denied Trips

6. WHEELCHAIR BOARDINGS

<u>Last Year</u>	<u>This Year</u>	
1,448	1,593	Total Mobility Device Boarding's

cc: Mikel Oglesby, Carolyn Rude, Polo Del Toro, Mannie Thomas, Jim Rayl, Diane Beebe



**Complimentary Paratransit Service**  
*Serving Persons with Disabilities Throughout the Coachella Valley*

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**SunDial Operational Notes**  
**August 2012**

1. ON-TIME PERFORMANCE

<u>Last Year</u>	<u>This Year</u>	
88.0	91.8	Total trips carried in the on-time window
1,153	460	Total trips late during the month
9,675	9,885	Total trips

2. RIDERSHIP and MILEAGE

<u>Last Year</u>	<u>This Year</u>	
9,962	10,973	Total passengers for the month
86,410	90,936	Total miles traveled for the month

3. SAFETY

<u>Last Year</u>	<u>This Year</u>	
0	0	Total preventable accidents

4. RIDE-A-LONG & ONBOARD EVALUATIONS

<u>Last Year</u>	<u>This Year</u>	
1	0	Total Ride-a-Long Evaluations
9	0	Total Onboard Inspections
2	0	Total Safety Evaluations

5. DENIALS

<u>Last Year</u>	<u>This Year</u>	
0	0	Total Denied Trips

6. WHEELCHAIR BOARDINGS

<u>Last Year</u>	<u>This Year</u>	
1,554	1,827	Total Mobility Device Boarding's

cc: Mikel Oglesby, Carolyn Rude, Polo Del Toro, Mannie Thomas, Jim Rayl, Diane Beebe





**SunLine Transit Agency  
Monthly Ridership Report  
July - 2012**

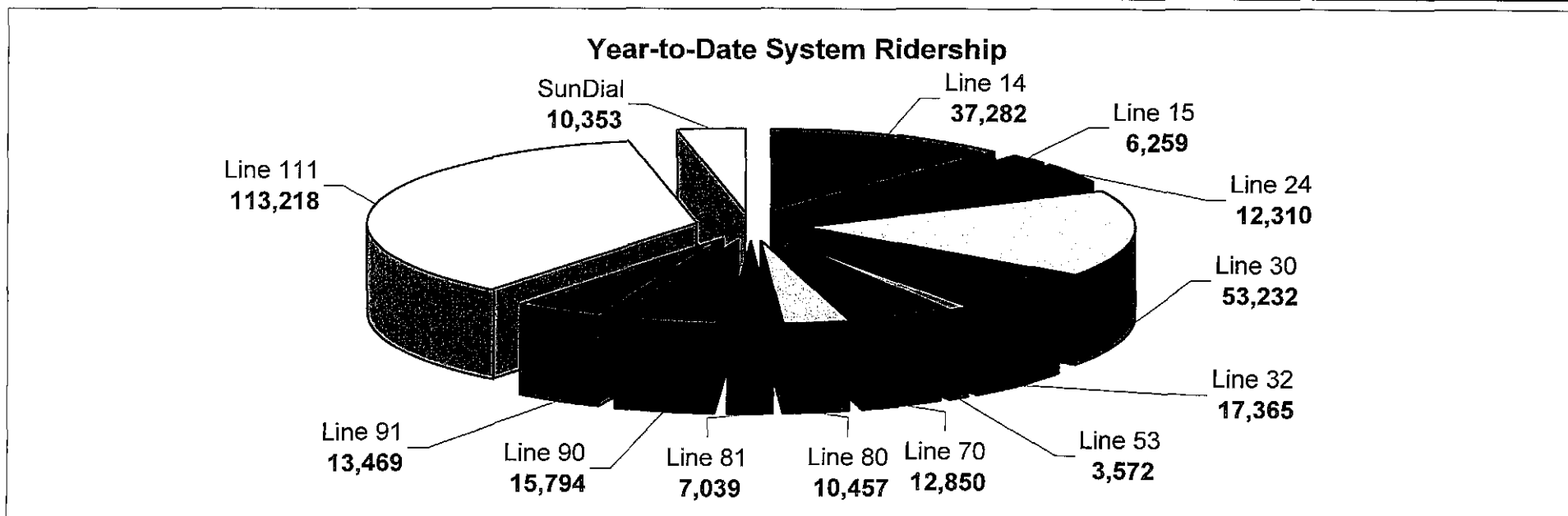
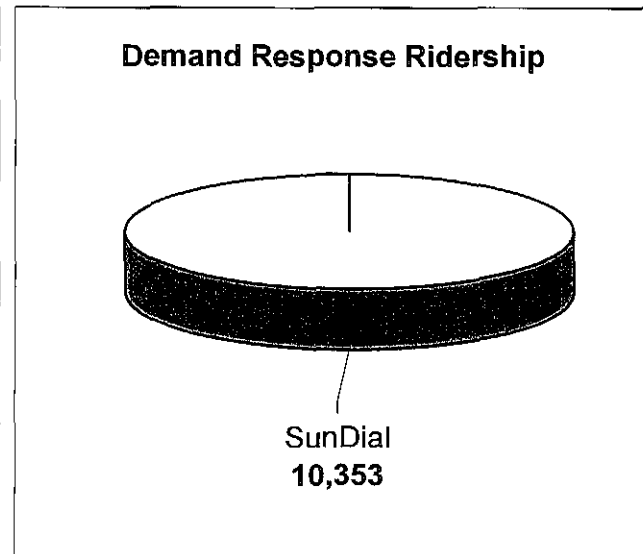
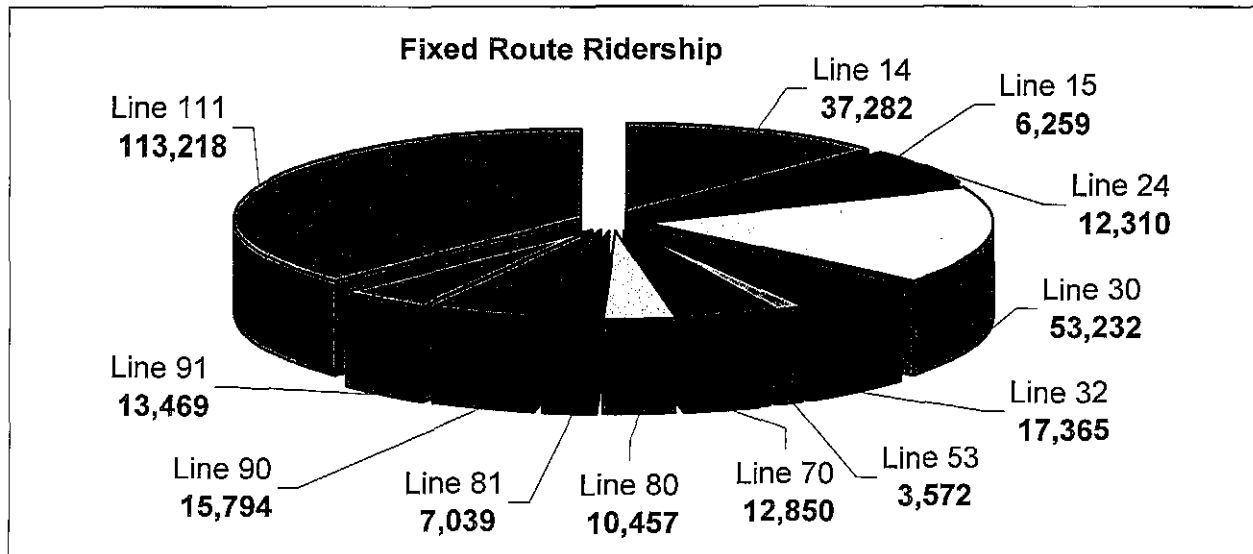
		FY 2012 & 2013													
		Jul 2012	Jul 2011	Jun 2012	Month Var.	% Var.	FY 2013 YTD	FY 2012 YTD	YTD Var.	% Var.	Bikes		Wheelchairs		
<b>Fixed Route</b>												Monthly	YTD	Monthly	YTD
Line 14	DHS/PS	37,282	35,265	38,668	2,017	5.7%	37,282	35,265	2,017	5.7%	1,305	1,305	169	169	
Line 15	DHS	6,259	5,540	7,230	719	13.0%	6,259	5,540	719	13.0%	70	70	30	30	
Line 24	PS/CC	12,310	11,057	13,293	1,253	11.3%	12,310	11,057	1,253	11.3%	397	397	100	100	
Line 30	CC/PS	53,232	52,205	58,872	1,027	2.0%	53,232	52,205	1,027	2.0%	1,936	1,936	624	624	
Line 32	PD/RM/TP/PS	17,365	15,555	18,639	1,810	11.6%	17,365	15,555	1,810	11.6%	986	986	174	174	
Line 53	PD/IW	3,572	2,903	4,056	669	23.0%	3,572	2,903	669	23.0%	199	199	14	14	
Line 70	LQ/BD	12,850	12,371	15,942	479	3.9%	12,850	12,371	479	3.9%	516	516	41	41	
Line 80	Indio	10,457	16,600	10,547	(6,143)	-37.0%	10,457	16,600	(6,143)	-37.0%	196	196	108	108	
Line 81	Indio	7,039		7,569	7,039	0.0%	7,039	-	7,039	0.0%	148	148	60	60	
Line 90	Coachella/Indio	15,794	15,105	16,792	689	4.6%	15,794	15,105	689	4.6%	438	438	151	151	
Line 91	Cch/Th/Mecca	13,469	14,312	17,769	(843)	-5.9%	13,469	14,312	(843)	-5.9%	362	362	52	52	
Line 111	PS/Indio	113,218	114,527	119,531	(1,309)	-1.1%	113,218	114,527	(1,309)	-1.1%	4,225	4,225	877	877	
<b>Fixed route total</b>		<b>302,847</b>	<b>295,440</b>	<b>328,908</b>	<b>7,407</b>	<b>2.5%</b>	<b>302,847</b>	<b>295,440</b>	<b>7,407</b>	<b>2.5%</b>	<b>10,778</b>	<b>10,778</b>	<b>2,400</b>	<b>2,400</b>	
<b>Demand Response</b>															
SunDial		10,353	9,294	10,669	1,059	11.4%	10,353	9,294	1,059	11.4%					
<b>System total</b>		<b>313,200</b>	<b>304,734</b>	<b>339,577</b>	<b>8,466</b>	<b>2.8%</b>	<b>313,200</b>	<b>304,734</b>	<b>8,466</b>	<b>2.8%</b>					

**Please note:**

Line 80 was separated into Lines 80 and 81 in January 2012. The percentage variances for Line 80 is calculating ridership before the routes where separated.

Issued: 8/27/2012

## SunLine Transit Agency Monthly Ridership Report July - 2012





**SunLine Transit Agency  
Monthly Ridership Report  
August - 2012**

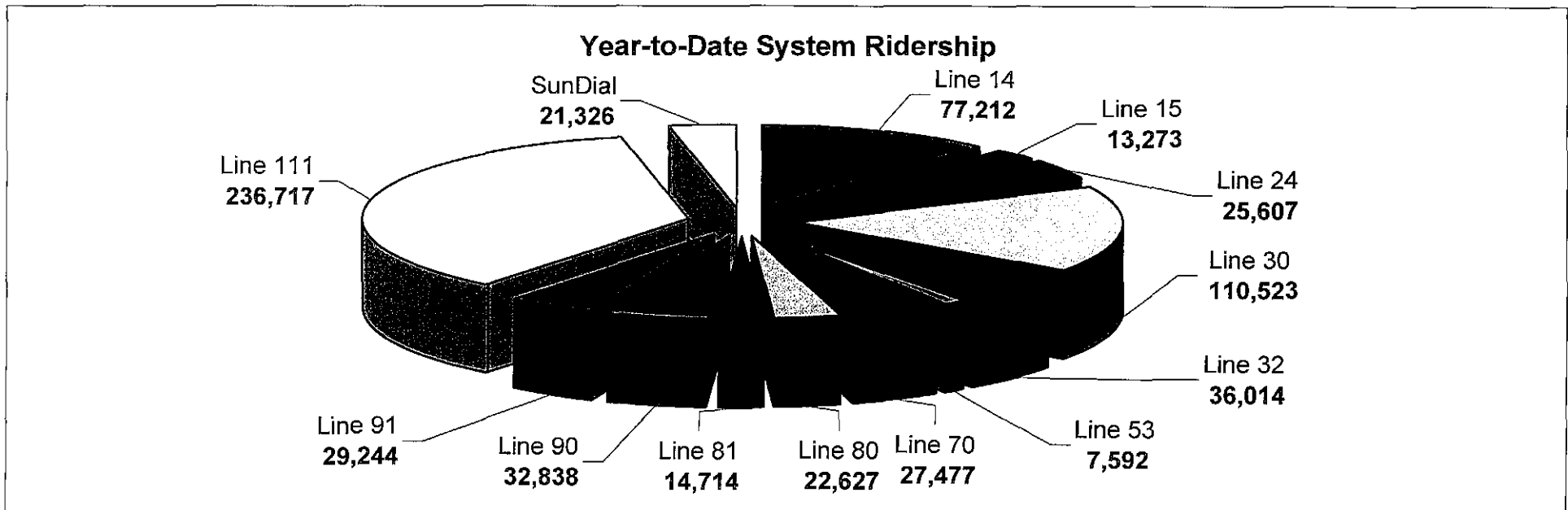
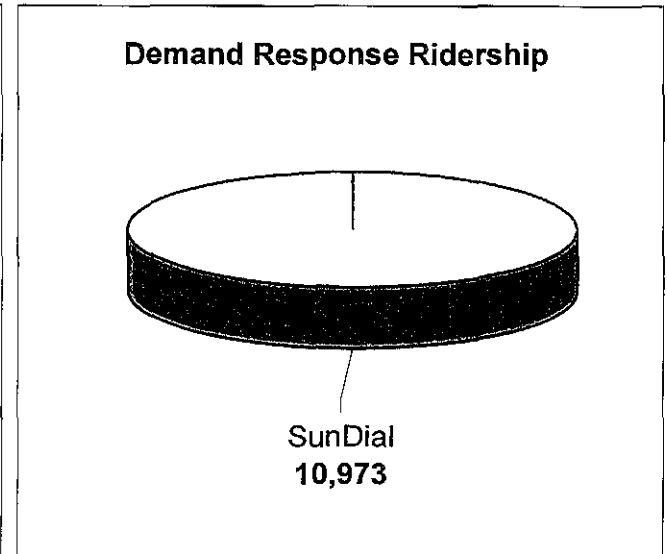
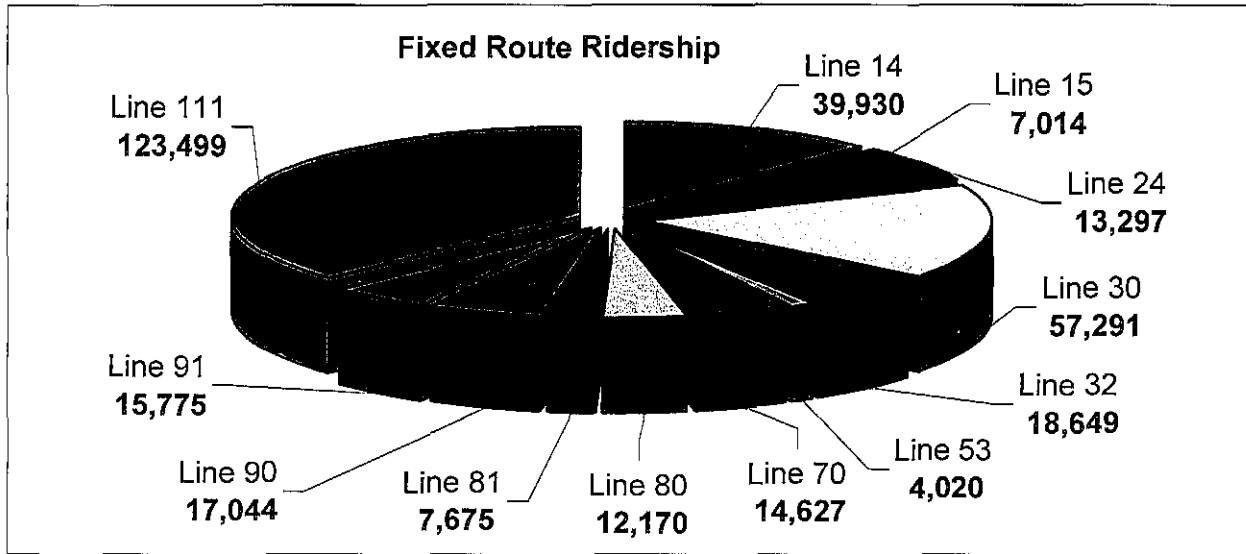
		FY 2012 & 2013													
		Aug 2012	Aug 2011	Jul 2012	Month Var.	% Var.	FY 2013 YTD	FY 2012 YTD	YTD Var.	% Var.					
												Bikes	Wheelchairs		
												Monthly	YTD	Monthly	YTD
<b>Fixed Route</b>															
Line 14	DHS/PS	39,930	38,891	37,282	1,039	2.7%	77,212	74,156	3,056	4.1%	1,330	2,635	193	362	
Line 15	DHS	7,014	6,628	6,259	386	5.8%	13,273	12,168	1,105	9.1%	111	181	36	66	
Line 24	PS/CC	13,297	13,110	12,310	187	1.4%	25,607	24,167	1,440	6.0%	479	876	102	202	
Line 30	CC/PS	57,291	57,818	53,232	(527)	-0.9%	110,523	110,023	500	0.5%	1,915	3,851	656	1,280	
Line 32	PD/RM/TP/PS	18,649	17,115	17,365	1,534	9.0%	36,014	32,670	3,344	10.2%	866	1,852	187	361	
Line 53	PD/IW	4,020	2,980	3,572	1,040	34.9%	7,592	5,883	1,709	29.0%	184	383	11	25	
Line 70	LQ/BD	14,627	13,596	12,850	1,031	7.6%	27,477	25,967	1,510	5.8%	464	980	57	98	
Line 80	Indio	12,170	18,197	10,457	(6,027)	-33.1%	22,627	34,797	(12,170)	-35.0%	209	405	146	254	
Line 81	Indio	7,675		7,039	7,675	0.0%	14,714	-	14,714	0.0%	162	310	99	159	
Line 90	Coachella/Indio	17,044	16,686	15,794	358	2.1%	32,838	31,791	1,047	3.3%	476	914	219	370	
Line 91	Cch/Th/Mecca	15,775	16,295	13,469	(520)	-3.2%	29,244	30,607	(1,363)	-4.5%	403	765	60	112	
Line 111	PS/Indio	123,499	122,596	113,218	903	0.7%	236,717	237,123	(406)	-0.2%	4,067	8,292	1,006	1,883	
<b>Fixed route total</b>		<b>330,991</b>	<b>323,912</b>	<b>302,847</b>	<b>7,079</b>	<b>2.2%</b>	<b>633,838</b>	<b>619,352</b>	<b>14,486</b>	<b>2.3%</b>	<b>10,666</b>	<b>21,444</b>	<b>2,772</b>	<b>5,172</b>	
<b>Demand Response</b>															
SunDial		10,973	9,962	10,353	1,011	10.1%	21,326	19,256	2,070	10.7%					
<b>System total</b>		<b>341,964</b>	<b>333,874</b>	<b>313,200</b>	<b>8,090</b>	<b>2.4%</b>	<b>655,164</b>	<b>638,608</b>	<b>16,556</b>	<b>2.6%</b>					

**Please note:**

Line 80 was separated into Lines 80 and 81 in January 2012. The percentage variances for Line 80 is calculating ridership before the routes where separated.

Issued: 9/17/2012

## SunLine Transit Agency Monthly Ridership Report August - 2012



**SunLine Transit Agency**

**DATE: September 26, 2012** **ACTION**  
**TO: Board of Directors**  
**FROM: General Manager**  
**RE: Award of Contract for Construction of Administration Building and Transit Hub**

---

**Recommendation**

Recommend that the Board of Directors grant authorization to the General Manager to: a) Execute a Contract for Construction of the Administration Building and Transit Hub in the amount of \$10,725,000 to Doug Wall Construction Inc. subject to review and approval as to form by SunLine Counsel; b) authorize changes within a ten percent change contingency.

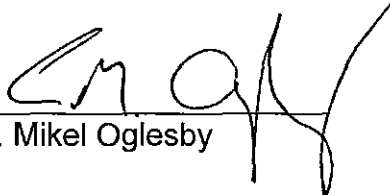
**Background**

SunLine has completed the design of the Administration Building and Transit Hub. This design was presented to the Board of Directors. SunLine publicized the bid on its website and advertised the bid in newspapers of general circulation, including the Desert Sun in May 2012. SunLine received bids on July 12, 2012. The low bidder, Penta Building Group, submitted a flawed Buy America Certification. Board approval was requested subject to FTA's concurrence in substituting the flawed certification. FTA concurrence was denied on August 10, 2012.

The next low responsive and responsible bidder is Doug Wall Construction Inc. located in Bermuda Dunes, California. Many of the subcontractors for this project are local firms that should help with the local economy. SunLine expects that the construction will be complete in the 4<sup>th</sup> quarter of 2013.

**Financial Impact**

This project is within the approved project budget. Funding for this project consists of approximately 85 percent Proposition 1B funds and approximately 15 percent Federal Transit Administration Funds.

  
C. Mikel Oglesby

## Listing of Bidders

BIDDER/ PROPOSER NAME	ADDRESS, CITY, STATE, ZIP
David Reed Construction, Inc.	12250 El Camino Real, Suite 325 San Diego, CA. 92130
Doug Wal Construction, Inc.	78490 Ave. 41 Bermuda Dunes, CA. 92003
F & H Construction	1115 E. Lockwood Street Lock, CA. 95240
Harbor Construction, Inc.	15520 Rockhale Blvd, Suite B Irvine, CA. 92618
The PENTA Building Group	36317 Oak Street, Suite 102 Palm Desert, CA. 92211
REP/ SBI, Inc.	83777 Avenida 45 Indio, CA. 92201
USS Cal Builders, Inc.	2051 Main Street Stanton, CA. 90680

**SunLine Transit Agency**

**DATE:** September 26, 2012 **ACTION**  
**TO:** Finance Committee  
Board of Directors  
**FROM:** General Manager  
**RE:** IBI Group- Amendment No. 2 Approval

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**Recommended Action**

Recommend that the Board of Directors grant authorization to the General Manager to negotiate and execute Amendment No. 2 for a value Not To Exceed \$257,098 with The IBI Group.

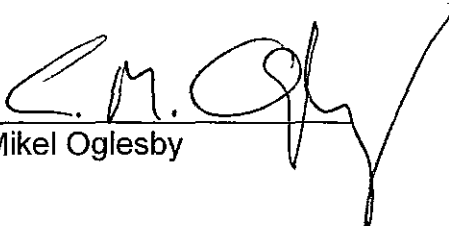
**Background**

On July 28, 2010, SunLine's Board of Directors approved Modification No. 1 authorizing The IBI Group to provide 100 percent of the design of the Administrative Building and Transit Hub. This initial effort was performed under the initial local funding for the project. This project has been incrementally funded.

It is advantageous for SunLine to have the Architect of Record's technical support during construction of the Administration Building Project. This contract amendment will include architectural services throughout the construction phase, evaluations of design work, review of submittals & RFIs, project closeout, utility coordination & design, SWPPP, LEED documentation & tracking, and the delivery of a furniture system bid package.

**Financial Impact**

The amount of \$257,098 for this effort is included in the construction project budget and consists of Federal Transit Administration and Proposition 1B funding.

  
\_\_\_\_\_  
C. Mikel Oglesby

**SunLine Transit Agency**

**DATE:** September 26, 2012 **ACTION**  
**TO:** Finance Committee  
Board of Directors  
**FROM:** Chief of Staff  
**RE:** Award of Contract for Microsoft Enterprise Agreement

---

**Recommended Action**

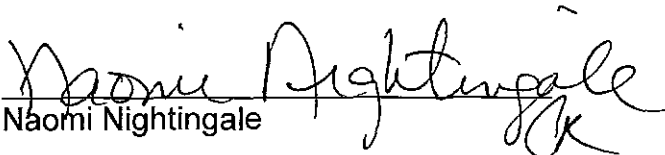
Recommend that the Board of Directors authorize General Manager to approve award of a contract for a Microsoft Enterprise Agreement upon review as to form and legality by Legal Counsel.

**Background**

SunLine Transit Agency has a number of projects, under way and planned, that require the purchase of upgraded and new software applications. Many of these applications are Microsoft products. The IT department has analyzed the software needs of the Agency over the next three years and worked with Microsoft on an efficient plan to acquire the software. This software plan has been formulated into a Microsoft Enterprise Agreement for SunLine Transit Agency. The Enterprise Agreement offers a 15% cost savings over the three year period as opposed to buying the software in the normal method. The Enterprise Agreement also includes Software Assurance that provides the Agency with free product upgrades during the Enterprise Agreement period.

**Financial Impact**

SunLine's estimated cost for the Microsoft Enterprise Agreement is \$126,000 over the three year period; \$42,000 per year. This will be paid using existing capital grant funding that is currently available.

  
Naomi Nightingale



**SunLine Transit Agency**

**DATE:** September 26, 2012 **ACTION**  
**TO:** Finance Committee  
Board of Directors  
**FROM:** Chief of Staff  
**RE:** Award of Contract for VOIP Phone System

---

**Recommended Action**

Recommend that the Board grant authorization to the General Manager to approve award of a contract for a VOIP Phone System upon review as to form and legality by Legal Counsel.

**Background**

SunLine Transit Agency is replacing its over 20 year old phone system with a new Voice Over IP phone system. There are no longer parts or support available for the existing phone system. The new VOIP phone system will provide enhanced operational capabilities and reliability for the Agency's needs today and into the future. The VOIP phone system will function on the existing network infrastructure and will be easily be migrated to the new Administration building.

**Financial Impact**

SunLine's estimated cost for this phone system is \$150,000. This will be paid using existing capital grant funding that is currently available.

  
Naomi Nightingale

**SunLine Transit Agency**

**DATE:** September 26, 2012 **Action**  
**TO:** Finance Committee  
Board of Directors  
**FROM:** Director of Transit Planning  
**RE:** FY 2012/13 Short Range Transit Plan (SRTP) Amendment

---

**Recommendation**

Recommend that the Board approve an amendment to the SunLine Transit Agency Short Range Transit Plan for FY 2012/13 to include an additional capital project for replacement and new solar panels.

**Background**

The Board adopted the Draft 2012/13 Short Range Transit Plan at its June 2012 meeting. In August 2012, the Federal Transit Administration announced that SunLine was successful in obtaining a State of Good Repair grant for Section 5309 funding to replace existing and install new solar panels at its Thousand Palms operating and maintenance division.

The grant funds allocated to SunLine by the Federal Transit Administration are State of Good Repair funds under Section 5309. This funding is for completion of two tasks: 1) Replacement of existing life expired outdated solar panels and 2) Purchase and installation of new solar panels on top of the recently installed bus parking canopies. This capital project is located at SunLine's main Thousand Palms operating division. Total project cost is \$1.82 Million, with 80% of funding coming from the federal grant and the 20% match from state capital funding allocated to SunLine.

**Financial Impact**

The federal grant funds allocated to SunLine cover 80% of the cost of the project. In anticipation of success in this application, the 20% match funds (State Transit Assistance – STA funds) were reserved and are available for the project. The project is therefore fully funded. Attached SRTP Table 4 shows the project added to the SRTP capital projects.

  
\_\_\_\_\_  
Joe Forgiarini

**SUNLINE TRANSIT AGENCY**  
**FY 2012/13 SRTP - TABLE 4 - AMENDMENT 1 (092612)**  
**FY 2012/13 OPERATING and CAPITAL ASSISTANCE BY FUNDING SOURCE**

Operating Assistance		Total Amount Including Carryover	Total Amount Without Carryover Funds	Total Carryover Amount	LTF	Carryover LTF	Measure A	Federal Sec 6307	Carryover Federal Sec 6307 Funds	Federal Sec 6308	Federal Sec 6311	Federal Sec 6316	Federal Sec 6317	Carryover Federal Sec 6316	Carryover Federal Sec 6317	Other Revenue	Farebox	
Operating Assistance		\$ 20,476,993	\$ 20,316,091	\$ 160,902	\$ 10,719,420	\$ -	\$ 4,500,000	\$ 924,804	\$ -	\$ -	\$ 284,566	\$ 6,253	\$ 80,106	\$ 119,057	\$ 41,845	\$ 491,942	\$ 3,350,000	
Preventive Maintenance		1,800,000	1,800,000	0			0	1,800,000		0	0	0	-	0	0			
<b>Total: Operating</b>		<b>22,276,993</b>	<b>22,116,091</b>	<b>160,902</b>	<b>10,719,420</b>	<b>0</b>	<b>4,500,000</b>	<b>2,724,804</b>	<b>0</b>	<b>0</b>	<b>284,566</b>	<b>6,253</b>	<b>80,106</b>	<b>119,057</b>	<b>41,845</b>	<b>491,942</b>	<b>3,350,000</b>	
Capital Assistance		Capital Project #	Total Amount Including Carryover	Total Amount Without Carryover Funds	Total Carryover Amount	LTF	Carryover STA Funds	STA	Federal Section 6307	Carryover Federal Sec 6307	Federal Sec 6308	Prop 1B Transit Security Funds	Prop 1B Capital Transit (PTMISEA)	Federal Sec 6316	Federal Sec 6317	Federal Sec 6309		
Bus Rehabilitation		SL-13-01	\$ 50,000	\$ 50,000	\$ -		\$ 10,000	\$ 40,000										
Replacement Service Vehicles (incl. 2 trucks, 4 relief cars)		SL-13-02	\$ 220,000	\$ 220,000	\$ -		\$ 44,000	\$ 176,000										
Thousand Palms Yard Repaving		SL-13-03	\$ 900,000	\$ 900,000	\$ -		\$ 180,000	\$ 720,000										
Transit Stop Enhancements		SL-13-04	\$ 394,714	\$ 394,714	\$ -		\$ -	\$ -			\$ 394,714							
Facility Improvement		SL-13-05	\$ 200,000	\$ 200,000	\$ -		\$ 40,000	\$ 160,000										
Office Furniture		SL-13-06	\$ 100,000	\$ 100,000	\$ -		\$ 20,000	\$ 80,000										
IT Projects		SL-13-07	\$ 105,000	\$ 105,000	\$ -		\$ 21,000	\$ 84,000										
New Agency Phone System		SL-13-08	\$ 115,000	\$ 115,000	\$ -		\$ 23,000	\$ 92,000										
Spare Fareboxes (5)		SL-13-09	\$ 60,000	\$ 60,000	\$ -		\$ 12,000	\$ 48,000										
Rider Survey Study		SL-13-10	\$ 100,000	\$ 100,000	\$ -		\$ 20,000	\$ 80,000										
Maintenance Tools & Equipment		SL-13-11	\$ 50,000	\$ 50,000	\$ -		\$ 10,000	\$ 40,000										
Special Fuel Provision - Capital Maintenance		SL-13-12	\$ 439,324	\$ 439,324	\$ -		\$ 87,865	\$ 351,459										
Solar Panels Replacement and New Installations		SL-13-13	\$ 1,820,000	\$ 1,820,000	\$ -		\$ 364,000										1,456,000	
<b>Total: Capital</b>			<b>\$ 4,554,038</b>	<b>\$ 4,554,038</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 691,865</b>	<b>\$ 1,671,459</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 394,714</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,456,000</b>	
<b>Grand Total:</b>			<b>\$ 26,831,031</b>	<b>\$ 26,831,031</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 691,865</b>	<b>\$ 1,671,459</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 394,714</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,456,000</b>	<b>17.246%</b>

Capital Assistance - New FY 11-12 Project (SRTP Amendment 1)	Capital Project #	Total Amount Including Carryover	Total Amount Without Carryover Funds	Total Carryover Amount	LTF	Carryover STA Funds	STA	Federal Section 6307	Carryover Federal Sec 6307	Federal Sec 6308	Prop 1B Transit Security Funds	Prop 1B Capital Transit (PTMISEA)	Federal Sec 6316	Federal Sec 6317	Federal Sec 6309
Fuel Cell Buses (2)	SL-12-13	\$ 5,464,306	\$ 5,464,306	\$ -		\$ 546,430				\$ 4,917,876					

Notes:  
 Above STA funds kept low in FY12-13 with \$831,865 programed versus RCTC \$2,535,874 estimated allocation.  
 This preserves \$1.7 Million for matching FTA State of Good Repair and Clean Fuel grant applications being submitted March-April 2012 for replacement CNG fuel station at Thousand Palms plus a Mile Hybrid bus project.

Total Revenue for PIP calculation include: Farebox of \$3,300,000 + \$50,000 for new/extra service fare revenue.  
 Other Revenue is \$491,942, including \$117,993 advertising on-bus, shelters, ride guide, \$17,743 for warranty, interest, recycle/vacuum revenue, \$272,865 for outside fare sales, \$61,597 RTA contribution to commuter express, and \$21,724 for taxi voucher sales.  
 \$128,000 of the Measure A funds is needed to meet 17.8% farebox recovery.

Section 5316 carryover is \$119,057 unused from FY11-12 due to Riverside Commuter Express Project not having launched. New 5316 is SunLine Admin. costs. The Riverside Commuter Express funding is in the carryover of both 5316, 5317.

Section 5317 carryover is 41,845, that being 4/12 of one year of funding for Taxi Voucher Program due to project starting in November 2011, plus full \$15,000 of first year funding for Riverside Commuter Express Project.  
 The new 5317 funds are one year of Admin. fee plus 8/12 of Taxi Voucher Program, which together with carryover provides one year of operation.  
 These amounts do not include RCTC Rideshare of CVAG Roy Center/Mobility Management pass throughs (See Table 4.1)

**SunLine Transit Agency**

**DATE:** September 26, 2012 **ACTION**  
**TO:** Finance Committee  
Board of Directors  
**FROM:** Chief of Staff  
**RE:** Checks Policy #030403 Revision Approval

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**Recommended Action**

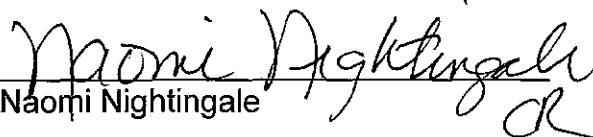
Recommend that the Board of Directors approve the attached revised Checks Policy# B-030403, pertaining to signature authority.

**Background**

The revision to the Checks Policy includes the addition of the position of Chief of Staff for check-signing authority on SunLine's behalf. In addition, under the list of reoccurring vendors that does not require the signature of the Board Chairman or Vice Chairman for a check over \$25,000, the Union Bank of California has changed its name to U.S. Bank effective September 1, 2012. The change to the policy reflects the name change.

**Financial Impact**

No fiscal impact.

  
Naomi Nightingale

## CHECKS POLICY

### I. PURPOSE

The purpose of this document is to outline the policy and procedures on checks for SunLine Transit Agency (hereafter referred to as "SunLine").

### II. POLICY

It is the policy of SunLine to use checks as its principal means of disbursement. Checks minimize the amount of cash on hand; require expenditure preauthorization and justification; and are easier to record than credit transactions. Weak or nonexistent internal controls, however, could result in check fraud losses for SunLine since the Uniform Commercial Code has shifted a greater proportion of such losses to the check issuer.

#### 1. **Scope**

The provisions of this policy shall apply to all checks that SunLine originates or receives.

#### 2. **Objectives**

SunLine's objectives shall be to minimize the risk of:

- a. Theft by third parties after checks have been ordered or mailed in payment of bills.
- b. Forgery of check signatures by public officials or employees, or by third parties who have intercepted checks in the mail.
- c. Embezzlement by public officials or employees through the improper use of checks.
- d. Fraud by public officials or employees through the misrepresentation or omission of a material fact concerning checks.

### III. PROCEDURE

#### 1. Segregation of Duties

The duties of public officials and employees with respect to check custody, preparation, and execution shall be segregated so that embezzlement will not be facilitated by a concentration of responsibilities in one person (e.g., cash handling and financial statement preparation). Individuals, independent of one another, shall therefore discharge the following duties:

- a. **Check Stock Custody.** The Director of Finance or designee shall have exclusive custody of the key to the locked unit in which the check stock is kept. Only the Accounting Technician (accounts payable) and the Accounting Technician (payroll) shall be allowed to use the key.
- b. **Check Preparation.** The Accounting Technician (accounts payable) and the Accounting Technician (payroll) shall have exclusive responsibility for preparing all checks.
- c. **Check Signing.** The Chairman or Vice-Chairman, and the General Manager, Director of Finance, or Director of Operations shall have exclusive responsibility for signing all checks.
- d. **Batches Reviewed and Posted.** Either the Director of Finance or designee shall review and post all accounting batches. The General Manager will review all accounting batches.
- e. **Bank Statement Reconciliation.** The Accountant shall have exclusive responsibility for reconciling SunLine's bank statements to its general ledger on a monthly basis.
- f. **Mail.** Two Accounting Technicians (or designees) shall have exclusive responsibility for receiving, opening, and reviewing all incoming checks and for distribution receipts for checks.
- g. **Stop Payments.** The Accountant or designee shall have exclusive responsibility for placing stop payments on outstanding checks.
- h. **Vendor Verification.** No check will be issued to any vendor until their Federal ID# and mailing address have been verified.

If any of the above-referenced Finance Department employees are unavailable, then Finance Department management may assign those responsibilities to other Finance Department employees.

## **2. Control Reports**

A criminal typically attempts to conceal embezzlement by increasing or decreasing reported monthly expenditures, or by doing both. SunLine shall address this risk by requiring that the Director of Finance or designee prepare and review SunLine's monthly statements of financial position; statements of revenues and expenditures; check registers; and bank reconciliation's. The Board Finance Committee shall receive a copy of each check register and each statement of revenues and expenditures, on a monthly basis.

## **3. Procurement**

SunLine's check stock shall be pre-numbered, and shall have the following security features:

- a. Artificial watermarks on both sides of the check that cannot be scanned or photocopied.
- b. The word "VOID" will appear on the check if it is scanned or photocopied.
- c. Chemical-reactive paper that voids the check if an ink eradicator is applied.
- d. Microprinting that prevents details from being matched if the check is scanned or photocopied.
- e. Warning banners that advise tellers to inspect a check before accepting it, and that may deter criminal experimenting.

The Director of Finance or designee shall be responsible, upon receipt of new check stock, for its immediate review in order to verify consecutive check numbering, and the accuracy of account information. If either individual is unavailable, then the Director of Operations shall perform these duties.

## **4. Custody**

The Director of Finance shall designate a locked unit for the storage of all check stock. The Director of Finance shall have exclusive custody of the key to that unit, and shall release it only to authorized Accounting Technicians, or to their authorized replacements.

The Accounting Technician (accounts payable) and the Payroll Administrator (payroll) who prepare the checks shall maintain a log that lists the checks that have been issued. The

Accountant shall review the log on a quarterly basis in order to verify that all checks have been properly accounted for.

## 5. Request for Payment

The Accounting Technician (accounts payable) shall prepare and submit to the Director of Finance or designee, a transaction report that lists all check payees, prior to requesting the key to the locked unit in which the check stock is kept. The transaction report shall also itemize, describe, and justify all proposed expenditures by check.

All check payments shall be supported by purchase orders; sales receipts; time cards; personal action forms; and any other necessary supporting documentation. Only original invoices (no photocopies unless unable to receive original) totaling the amount of the disbursement shall be attached to the request for payment prior to execution.

All requests for payment, and all attached invoices shall be stamped "PAID" in order to avoid duplicate payments.

## 6. Signature Authority

Only the General Manager, Chief of Staff, Director of Finance or Director of Operations, the Chairman; and the Vice-Chairman shall have check-signing authority on SunLine's behalf. A dual-signature requirement shall be in effect at all times. Blank checks are never to be signed.

The Chairman or Vice Chairman must sign all checks over \$25,000 with an original signature with the exception of the following list of reoccurring weekly, bi-weekly, monthly or quarterly vendors, which are reviewed by the Finance Committee:

~~Union Bank of California~~ U.S. Bank – Pension fund payments  
Health-Net – Health Care Vendor  
Southern California Gas – Natural Gas  
PERMA – Insurance Vendor  
Imperial Irrigation - Electricity

All checks shall require two original signatures. Payroll checks may be signed as follows: original of Chairman, Vice-Chairman or General Manager, Chief of Staff, Director of Finance or Director of Operations. All other Board Members and employees are prohibited from having check-signing authority. Exceptions can be approved by the General Manager.



## **7. Mailing**

Checks should always be mailed directly to the vendor or payee by Finance. They shall not be returned to the requesting department, division, or individual, in order to minimize the likelihood that such checks will be altered, and negotiated by someone other than the intended payee.

## **8. Manually-Issued Checks**

SunLine periodically must issue manual checks that are subsequently entered into SunLine's computerized accounting system. In order to minimize the potential for forgery, all manual checks shall be prepared on a typewriter.

## **9. Cancelled Checks**

SunLine shall request that its commercial bank return all of SunLine's cancelled checks, or a disk with a copy of each check on both sides, on a monthly basis, by mail, so that the SunLine will possess the requisite financial records for its annual financial audit.

## **10. Reconciled Bank Accounts**

The Accountant shall promptly reconcile all bank statements within 30 days of statement mailing. That accountant shall immediately report any discrepancy to the Director of Finance, and shall provide a supporting reconciliation report. The Director of Finance or designee shall perform a final review of the bank reconciliation, and shall approve the bank reconciliation by initialing it.

## **11. Voided Checks**

All checks that are spoiled or mutilated or that have been defectively prepared shall be voided by:

- a. Stamping or by writing, in ink, the word "VOID" in the check amount field, and in the vendor name/address field; and
- b. Excising the signature blocks from the check.

The check shall also be voided on SunLine's computerized accounting system.

## **12. Stop Payments**

When one of SunLine's checks is lost in the mail or otherwise cannot be accounted for, then SunLine shall immediately contact the bank upon which the check is drawn, and place a stop payment on the check for at least one year. The check shall also be voided on SunLine's computerized accounting system.

**13. Destruction of Obsolete Check Stock**

Upon notification of obsolete check stock by the Director of Finance or designee, checks shall be destroyed within 48 hours and never discarded intact. Check stock shall be deemed to be obsolete when an address change occurs or a bank account is closed. An assigned Accounting Technician, in the presence of another Finance employee, shall shred all obsolete check stock and personally attest in writing to the check destruction. Alternatively, the Director of Finance or designee may retain a commercial shred company with bonded employees for that purpose.

**14. Disciplinary Action**

SunLine employees who violate the provisions of this policy shall be subject to disciplinary action, up to and including termination of employment.

Approved:

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C. Mikel Oglesby  
General Manager

**SunLine Transit Agency**

**DATE:** September 26, 2012 **ACTION**  
**TO:** Board of Directors  
**FROM:** Chairman of the Board, Robert A. Spiegel  
**RE:** City of Rancho Mirage Resolution #2012-21

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**Recommendation**

Recommend that the Board of Directors approve the attached response to the Rancho Mirage Resolution No. 2012-21.

**Background**

Per the discussion at the June, 2012 Board meeting, a response was requested to the City of Rancho Mirage concerning Resolution No. 2012-21 created at the Rancho Mirage City Council meeting of May 17, 2012 in which the members of the Rancho Mirage City Council unanimously approved the Resolution No. 2012-21 "A Resolution of the City Council of the City of Rancho Mirage Supporting Good Faith Labor Negotiations by SunLine Transit Agency's Management and its Bargaining Unit Employees".

**DRAFT**

September 26, 2012

Dear Honorable Mayor and Council Members of the City of Rancho Mirage:

The Board of Directors of the SunLine Transit Agency received Resolution 2012-21 adopted by your City Council on May 17, 2012. We have asked our labor legal counsel to look into the issues raised in that Resolution and to prepare a legal analysis for our review. After having had a chance to review the analysis, the Board has taken a vote and hereby adopts that analysis as the formal response of the Board of Directors of SunLine to Resolution 2012-21.

We expect that this response resolves the matter relating to the authority of SunLine's designated labor negotiator and do not anticipate the need for further discussion.

Sincerely,

Robert A. Spiegel  
Chairman of the Board of Directors



**SUNLINE SERVICES GROUP  
BOARD MEETING AGENDA**

**Wednesday, September 26, 2012  
12:00 pm  
Kelly Board Room  
32-505 Harry Oliver Trail  
Thousand Palms, CA 92276**

**NOTE:** IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT SUNLINE AT (760) 343-3456. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE SUNLINE TO MAKE REASONABLE ACCOMMODATION TO ENSURE ACCESSIBILITY TO THIS MEETING.

**The Chair requests that all cellular phones and beepers be either turned off or set on silent mode for the duration of the Board Meeting.**

**AGENDA TOPICS**

**RECOMMENDATION**

- 1. **Call to Order**  
Chairman Robert A. Spiegel
- 2. **Roll Call**
- 3. **Finalization of Agenda**
- 4. **Presentations**
- 5. **Correspondence**  
None.

- 6. **Public Comments**  
(NOTE: Those wishing to address the Board should complete a Public Comment Card and will be called upon to speak.)

**Receive Comments**

**NON AGENDA ITEMS**

Anyone wishing to address the Board on items not on the agenda may do so at this time. Each presentation is limited to 3 minutes.

**AGENDA ITEMS**

Anyone wishing to address specific items on the agenda should notify the Chair at this time so those comments can be made at the appropriate time. Each presentation is limited to 3 minutes.

**7. Board Member Comments****Receive Comments**

Any Board Member who wishes to speak may do so at this time.

----- **ACTION** -----

**8. Consent Calendar****Approve**

All items on the Consent Calendar will be approved by one motion, and there will be no discussion of individual items unless a Boardmember requests a specific item be pulled from the calendar for separate discussion. The public may comment on any item.

- a) Minutes of the July 25, 2012 Board of Directors Meeting (Pages 1-7)
- b) SSG/SRA checks over \$1000 issued July, August, 2012 (Page 8-9)
- c) SSG/SRA Monthly Budget Reports June – August, 2012 (To be provided at the October Board meeting)
- d) Taxi Vehicle/Rides Analysis (Pages 10-11)

**9. Second Reading of SSG Revised Ordinance #2012-01****Approve****(Jeffrey Goldfarb)**

Request to the Board to approve the second reading of the proposed SSG Ordinance #2012-01. ([Ordinance separate attachment](#)) (Page 12)

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**10. Next Meeting Date**

October 24, 2012

12 o'clock Noon – Kelly Board Room

**11. Adjourn**

**MINUTES**  
**SunLine Services Group**  
**Board of Directors Meeting**  
**July 25, 2012**

A regular meeting of the SunLine Services Group Board of Directors was held on Wednesday, July 25, 2012 in the Kelly Board Room at SunLine Transit Agency, 32-505 Harry Oliver Trail, Thousand Palms, CA 92276.

**1. Call to Order**

The meeting was called to order at 1:05p.m. by Chairman Robert Spiegel.

**2. Roll Call**

Completed.

**Members Present**

Robert Spiegel, Chairman, Mayor, City of Palm Desert  
Yvonne Parks, Vice Chairman, Mayor, City of Desert Hot Springs  
Paul Lewin, Councilmember, City of Palm Springs  
Bud England, Councilmember, City of Cathedral City  
G. Dana Hobart, Councilmember, City of Rancho Mirage  
Bill Powers, Mayor Pro Tem, City of Indian Wells  
Don Adolph, Mayor, City of La Quinta  
Glenn Miller, Mayor, City of Indio  
John J. Benoit, Supervisor, County of Riverside

**Members Absent**

Eduardo Garcia, Chairman, Mayor, City of Coachella

**Guests:**

Kathleen Bennett, Resort Marketing  
Danielle Soto, AQMD  
Michal Brock, Yellow Cab  
Bill Meyers, Yellow Cab  
Mabu Hossein, Desert City Cab  
Harry Incs, American Cab  
Scott Russo, American Cab  
Esther Matadama, Public  
Kimberly Webb, Public  
Lydia Rodriguez, Public

**Staff:**

C. Mikel Oglesby, General Manager  
Jeffrey Goldfarb, Interim Legal Counsel  
Carolyn Rude, Special Asst. to the General Manager/Clerk of the Board  
Naomi Nightingale, Chief of Staff/EEO  
Polo Del Toro, Director of Operations  
Joe Forgiarini, Director of Transit Planning

Mike Morrow, Director of Maintenance  
Jack Stevens, Director of Human Resources  
Tommy Edwards, Contracting Officer Technical Representative  
Rudy LeFlore, Procurement Consultant  
Michael Jones, Manager Taxicab Administration  
Harman Singh, Assistant Taxi Cab Administrator I  
David Robin, Assistant Taxi Cab Administrator II  
Stephanie Buriel, Administrative Assistant  
Irick Petersen, Finance Manager  
David Manriquez, Safety Specialist  
Joe Gomez, Security Technician  
Rick Barone, Procurement Officer  
Frank Shardy, Facilities Maintenance Supervisor  
Francine DePalo, Senior Administrative Assistant  
Maribel Gagnon, Contract Specialist  
Diann Chumney, Desktop Publisher  
Anita Petke, Transit Planning Assistant  
Amy Heilman, Coin Counter  
Karen Thomas, Senior Administrative Assistant

3. **Finalization of Agenda**

Urgency item added concerning litigation. Legal Counsel, Jeffrey Goldfarb, stated that two items of litigation has been filed against SSG and SunLine Transit Agency. He would like to discuss those items. Councilmember Hobart moved to add the items to the agenda. Mayor Miller seconded the motion and was approved by a unanimous vote. Item becomes 10a, closed session.

4. **Presentations**

None.

5. **Correspondence**

None.

6. **Public Comments**

**NON - AGENDA ITEMS**

Kimberly Webb, Citizen – “Good afternoon, ladies and gentlemen. First off, I want to clear up a couple of things. There has been some verbiage that I have a personal vendetta against American Cab. Untrue; I only use this forum to bring up American Cab because I don't have an opportunity to speak with them because of situations. Bill Meyers can tell you that I have pulled him aside almost every meeting to discuss concerns that his drivers have brought to my attention. I have also spoken with Mabu. Therefore, I just wanted to let you know that I only use this forum for American Cab because I am able to take it outside with the other entities. The other thing, in reference to Mr. Goldfarb, he is currently reviewing and advising the changes. I have asked the Board, I think the past two or three months now, in reference to permitting the use of cell phones and allowing the drivers to pass out



their cards. I have had no verbiage – seen no verbiage. I'm not certain where that is going. While he is writing the revisions, please add those to it. There is no reason why these drivers should not be able to conduct their business as independent contractors. So I am asking you guys to make a decision today to direct him to review that further. The drivers bring a lot of information to Mike Jones on a continuous basis. Unfortunately, Naomi being your direct contact, she is only dedicated to 18 hours a week to Taxi. Mike Jones is doing this 40 hours a week and plus some days. I would like to see time set aside for Mike Jones to make direct presentations to the Board so that these issues that I am bringing forward can be brought to your attention. Ms. Nightingale had made a comment a few months back – 'gee, we have no idea; we don't see the drivers; all we have is you standing up here giving information.' Mike Jones can validate dates, times, drivers, contacts, information. I would like some change made. Naomi has so much on her plate – 18 hours a week is not enough for Taxi. We have one franchise that is really pushing to get this to go to an outside agency. Just think of the cost involved. If this franchise thinks that they are not going to be held accountable for those additional fees, there is no tree out back that I have seen. Also, American Cab – I have not been able to validate this, so this might be something for SunLine. They had nine accidents alone in January. The driver who hit the pedestrian that I reported to you at the March or April meeting – hit the pedestrian at the music festival. That person was also involved in another motor vehicle accident just a few weeks after that."

Bill Meyers – Yellow Cab of the Desert – "I just wanted to talk a little bit to promote you all again. It's Yellow Cab of the Desert's business philosophy to continuously work and improve our business model. I like the Board to know that Yellow Cab is thriving under the current regulatory system. I believe this has to do with the way our business model is structured and the business ethics of which we operate under. We are structured in a way that provides safe and quality transportation services to the public. We obtain this goal through both driver and passenger satisfaction. We offer driver incentives to improve their income and to improve the service in outlying areas and to increase our share in other areas. We offer customer incentives of 10 and 20% discounts. From January 2012 through June 2012, we have 18 transfers from other companies – 13 from American; 5 from Desert Cities. That leaves one question how one franchise reported trip statistics continue to climb at such high rates when the number of drivers providing the service declines quickly. We have high driver retention. Most of our drivers that choose to leave Yellow Cab usually leave the industry."

Scott Russo – American Cab – 'I was hoping that on this agenda, you were going to have the Ordinance changes. I just wanted to make a comment on that. I have made observations with respect to American Cab and I can't speak to the other companies. The level of investment that they are putting into their companies – I know that American Cab has spent about \$120,000 updating all its hardware and software. They are moving toward getting new priuses. It's a thing that has been, with respect to the Ordinance change, when you go out to a one year renewal each year, I would suggest that it is a little unreasonable for companies that are trying to invest this much money in their companies. At the last meeting, Chairman Spiegel

brought up the whole idea of moving taxi out of SunLine to another JPA and that he had spoke with Tom Kirk about that. It kind of died at that meeting. It was productive and then it stopped. Since then, I have spoke with Tom Kirk and have communicated with some of you about that move. I am trying to provide as much information as I can to Mr. Kirk and everybody else as to an alternative to what you have right now. The comments about the additional expense that another agency and JPA would incur, in truth, if we look at the other taxi authorities in other regions, we are five times as much money here for regulation as they are. There are different ways of doing it. Orange County has 1025 taxis being regulated for \$650,000. That is the budget. You have 130 permanent permits with a \$450,000 budget. There are ways to do it much cheaper and hopefully by the time you have the next meeting in September, we will have been able to help facilitate something."

#### **AGENDA ITEMS:**

Harry Incs, American Cab – "I have a quick comment to make about the rate changes for the taxi fares. It is proposing in the agenda to make them affective August 1<sup>st</sup>. I would suggest that we make it affective later - maybe the middle of August or September 1<sup>st</sup> to give us more time to get it done. If it gets approved today, we will have two days – Thursday, Friday, Saturday and Sunday. We are not going to do anything because we are busy serving trips and then Monday. We would like more time to make it affective."

Kimberly Webb: - Item #9 – "I thought it was the intent to introduce the \$.75 SRA fee, it was to have been included in the driver's lease or 50/50 agreement with the franchises. In reality, we saw two franchises that passed that directly on to the drivers and it came out of their revenue without any intervention at all by SunLine. With the proposed elimination of the \$.75 SRA fee and the increase of the drop fee from \$2.50 from \$2.80, it would appear that the drivers are seeing a \$.45 increase in the ride. In reality, the drivers of Desert Cities and American Cab would still be shy \$.30 because we had a year ago, with another assessment where we still had a \$3.25 drop fee. All that money went into the driver's pocket, whereas in the last year, \$.75 has been deducted from that for each ride. At that time, Yellow Cab was charging \$1.00 per ride for their drivers, so in actuality their drivers actually saw \$.25. Unfortunately, this resolution will do little to appease the drivers when the true problem is the very high lease rates that are still unregulated and inflicted upon the drivers by the franchises. I have a true appreciation for Mr. Goldfarb's input regarding challenges should SunLine finally take a strong stance and institute the necessary caps on these franchises. There are options clearly available to do just that. Unfortunately, when it comes to taxi, SunLine continues to operate in the reactive mode by taking a let's wait and see attitude with American Cab still wagging the dog. Desert Cities appears to suffer from poor management and fiscal irresponsibility across the board and I suspect it will only be a matter of time before they implode. As one takes into consideration that some of their owners are living on the edge just as non-owner operators, Yellow Cab also follows Desert Cities' business plan with too many chiefs and not enough Indians. Why should any driver be responsible for taking the continuous hit and supporting the greed of one

franchise and mismanagement of another? As a reminder, by Harry Incs' own public admission, American Cab is doing well - \$1.6 million; \$1.9 million in 2012, all off the backs of the drivers. While I may be incorrect, I understand that Scott Russo is now on retainer in this poor economic time. Regardless of whether a retainer is in place, he must be grateful that he is finding a milk cow with American Cab, even presenting menial concepts that in other instances would clearly be forgotten and using those as threats to hold SunLine..." (Three minute time limit)

7. **Board Member Comments**

None.

8. **Consent Calendar**

Mayor Adolph moved for approval of the consent calendar. The motion was seconded by Councilmember England and was approved by a unanimous vote.

9. **Approval of Taxicab Budget & Fee Schedule Resolution for FY 2013**

Chief of Staff/Taxi Administrator, Naomi Nightingale addressed the Board. She stated that before the Board is the Taxi budget, and fee schedule resolution for approval. The operating budget for SunLine Services Group includes expenditure of \$455,238, which excludes reserves of \$100,000, directed by the Board, and a legal contingency amount of \$40,000. The highlights that are included and highlighted in report, reflect a number of new items not present in the FY 2012 budget, include a revenue reconciliation directed by Mr. Oglesby from audit, results the carryover. There is a 60 percent reduction, from \$.75 to \$.30 in the surcharge paid by the taxi customers, which is reflected in the Fee Resolution for your approval; estimated increase in benefit costs – health care – up to 15%; dental programs – 9%; long term disability/short term life up to 10%, which is reflected in the salary and benefit section of the budget. Also included is new general counsel contract - \$40,000 legal reserve that has been established, not being aware of what the legal cost would be? This amount is in addition to what is currently in our budget.

Councilmember England asked the following: "On the reduction from \$.75 to \$.30, there is always pending litigation; do you think that there will be a see-saw effect that as things change, we are going to be increasing the reduction back up to a more average instead of such a drastic increase?" Ms. Nightingale stated: "I think it will even out. We had a lot of changes in our budget last year - increase from the regulatory review and the review of the RFP. I think that as we move forward, it will even out."

Mr. Oglesby stated: "Let me add to that. The budget that is laid out, we feel comfortable for the full year, that we can sustain the surcharge at \$.30, including the questions that were asked at the Taxi Committee – legal counsel. We have \$50,000 in there. We went back and added another reserve, another \$40,000 and will be able to maintain the minimum that the Board had requested. In addition, if you look at the budget, at year end, if it is true that it comes in at \$155,000, that is another amount of money that we would be able to tap into should we need to. From a legal standpoint, we will have money to battle based on that alone. Hopefully it won't get

to that point. If there seems to be a problem with the \$.30 dollar amount, we will be able to know that pretty quickly and we will come back to the Board. In addition, after a conversation with very specific questions, we put the budget together with the same format and details as the transit budget. In the taxi budget, it shows the calculations.”

Councilmember England moved for approval of the FY 2013 taxicab budget and Fee Schedule Resolution. The motion was seconded by Supervisor Benoit and was approved by a unanimous vote.

Ms. Nightingale stated that at the last Board meeting there was some question about fees; there was a presentation regarding lease fees of the taxi company. The Board asked for a presentation from staff as to what these fees are. Ms. Nightingale provided a hand outs with the fees. Mr. Oglesby stated that the format is the same format that was presented per the suggestion of Mr. Hobart. Ms. Nightingale stated that staff has gone back beginning from last year up to this month in terms of lease fees. Staff called each franchise and asked them for a copy of the contract for each type of leases that they provide and then staff used the data that they provided to graph the amounts of the leases. It is reflected in the document handed out.

Mr. Hobart asked: “I have just one question. One of the things that we were going to look at, trying to determine, is if we had any quarrel with the graphs and data presented by Mr. Russo using that format.” Ms. Nightingale stated: “Yes, sir, we did and that is why this report reflects what the total is per the type of vehicle, as well as the type of lease. The information that was presented by Mr. Russo was an aggregate total of the average of all of their vehicles and all of their cost. This shows designated costs – type of vehicle and type of lease.”

#### 10. **Next Meeting Date**

Chairman Spiegel announced that the next regular meeting of the Board of Directors will be held September 26, 2012 at 12 noon – Kelly Board Room, 32-505 Harry Oliver Trail, Thousand Palms, CA 92276.

#### 10.a **Closed Session**

Conference with legal counsel—existing litigation –Gov. Code Section 54956.9 (a)  
2 cases:

1. American Cab LLC v. SunLine Services Group et al RCSC INC 1201334
2. American Cab v. SunLine Services Group; SunLine Transit Agency, et al.—Case No. CV12-05552 CW (OPx)

As stated by Legal Counsel prior to the Closed Session, this was information only; therefore, no reportable action.

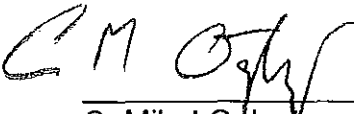
11. **Adjourn**

Vice Chairman Spiegel adjourned meeting at 1:30 p.m.

Respectfully Submitted,

  
Carolyn Rude  
Clerk of the Board

Approved by:

  
\_\_\_\_\_  
C. Mikel Oglesby  
General Manager

Date: 9/12/12

**SunLine Regulatory Administration**  
**Checks \$1,000 and Over**  
**For the month of July 2012**

NOTE: 1). Bold check payments represent "pass through" payments that were, or will be reimbursed to SunLine under the provisions of specific grants or contracts. 2). Underlined check payments represent "shared" payments with SunLine and specific vendors/employees.

<b>Vendor Name</b>	<b>Description</b>	<b>Check #</b>	<b>Check</b>	<b>Amount</b>
SUNLINE TRANSIT AGENCY	Payroll Liabilities Expense	089552	7/9/2012	\$9,967.51
SUNLINE TRANSIT AGENCY	Payroll Liabilities Expense	089562	7/19/2012	\$9,815.41
SUNLINE TRANSIT AGENCY	Payroll Liabilities Expense	089550	7/9/2012	\$1,712.48

<b>Total of Checks Over \$1,000</b>	<b>\$21,495.40</b>
<b>Total of Checks Under \$1,000</b>	<b>\$7,116.93</b>
<b>Total of All Checks for the Month</b>	<b>\$28,612.33</b>

<b>Total Amount of Checks Prior Years Same Month</b>	<b>\$47,100.61</b>
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**SunLine Regulatory Administration**  
**Checks \$1,000 and Over**  
**For the month of August 2012**

NOTE: 1). Bold check payments represent "pass through" payments that were, or will be reimbursed to SunLine under the provisions of specific grants or contracts. 2). Underlined check payments represent "shared" payments with SunLine and specific vendors/employees.

<b>Vendor Name</b>	<b>Description</b>	<b>Check #</b>	<b>Check</b>	<b>Amount</b>
SUNLINE TRANSIT AGENCY	Payroll Liabilities Expense	089568	8/6/2012	\$9,967.53
SUNLINE TRANSIT AGENCY	Payroll Liabilities Expense	089574	8/31/2012	\$9,815.41
SUNLINE TRANSIT AGENCY	Payroll Liabilities Expense	089575	8/31/2012	\$8,466.47
LEFLORE GROUP LLC, THE	Project Management	089571	8/20/2012	\$3,040.00
<b>Total of Checks Over \$1,000</b>				\$31,289.41
<b>Total of Checks Under \$1,000</b>				\$3,415.07
<b>Total of All Checks for the Month</b>				<b>\$34,704.48</b>
<b>Total Amount of Checks Prior Years Same Month</b>				\$26,073.25

**TRIP vs. VEHICLE ANALYSIS**

**TRIP vs. VEHICLE ANALYSIS**

	FY 04/05			FY 05/06			FY 06/07			FY 07/08			FY 08/09		
	CABS	TRIPS	TRIP/VEH	CABS	TRIPS	TRIP/VEH	CABS	TRIPS	TRIP/VEH	CABS	TRIPS	TRIP/VEH	CABS	TRIPS	TRIP/VEH
JUL	193	32,877	170	205	33,123	161	240	28,204	117	269	25,681	95	184	27,321	148
AUG	185	25,911	140	209	24,445	117	240	24,010	100	269	28,635	106	184	28,450	154
SEP	195	29,145	149	215	35,072	163	240	35,278	147	269	28,182	105	184	28,206	153
OCT	196	44,593	227	221	32,817	148	240	38,459	160	205	33,063	161	184	37,131	202
NOV	197	36,344	184	227	40,343	178	240	41,751	174	203	41,851	206	184	33,450	182
DEC	187	38,687	207	232	34,534	149	243	46,866	193	204	36,141	177	184	26,942	146
JAN	191	40,638	212	240	42,539	177	245	27,290	114	204	30,363	149	183	39,745	217
FEB	196	43,880	224	241	41,587	173	246	41,520	169	206	50,594	246	185	38,116	206
MAR	204	42,973	210	241	51,373	213	255	54,598	214	205	41,492	202	186	42,705	230
APR	206	53,980	262	241	50,791	211	269	46,823	174	205	44,697	218	186	59,997	323
MAY	204	38,698	190	240	42,916	179	271	43,593	161	205	49,071	239	186	41,175	221
JUN	203	33,348	164	240	34,427	143	271	35,711	132	183	26,819	147	186	38,696	208
<b>TOTALS</b>	<b>2357</b>	<b>461,074</b>	<b>196</b>	<b>2752</b>	<b>463,967</b>	<b>169</b>	<b>3000</b>	<b>464,103</b>	<b>155</b>	<b>2627</b>	<b>436,589</b>	<b>166</b>	<b>2216</b>	<b>441,934</b>	<b>199</b>

	FY 09/10			FY 10/11			FY 11/12			FY 12/13			FY 13/14		
	CABS	TRIPS	TRIP/VEH	CABS	TRIPS	TRIP/VEH	CABS	TRIPS	TRIP/VEH	CABS	TRIPS	TRIP/VEH	CABS	TRIPS	TRIP/VEH
JUL	170	26,487	156	151	31,211	207	125	30,391	243	132	33,019	250			
AUG	155	23,671	153	148	29,238	198	123	29,459	240	133	35,031	263			
SEP	158	29,239	185	150	31,807	212	131	34,446	263						
OCT	153	37,468	245	117	40,222	344	139	43,009	309						
NOV	153	40,466	264	126	40,494	321	144	44,173	307						
DEC	160	32,084	201	128	36,226	283	143	39,180	274						
JAN	155	38,276	247	133	45,232	340	152	45,048	296						
FEB	157	36,557	233	132	42,331	321	156	53,840	345						
MAR	159	44,219	278	138	48,942	355	158	62,962	398						
APR	167	57,645	345	141	60,821	431	170	71,576	421						
MAY	157	42,074	268	142	43,910	309	156	49,091	315						
JUN	156	29,940	192	120	31,088	259	140	39,190	280						
<b>TOTALS</b>	<b>1900</b>	<b>438,126</b>	<b>231</b>	<b>1626</b>	<b>481,522</b>	<b>296</b>	<b>1737</b>	<b>542,365</b>	<b>312</b>	<b>265</b>	<b>68,050</b>	<b>257</b>	<b>0</b>	<b>0</b>	<b>#DIV/0!</b>



	<b>FY 04/05</b>		<b>FY 05/06</b>		<b>FY 06/07</b>		<b>FY 07/08</b>		<b>FY 08/09</b>	
<b>HIGHEST TRIPS</b>	Apr	53,980	Mar	51,373	Mar	54,598	Feb	50,594	APR	59,997
<b>LOWEST TRIPS</b>	Aug	25,911	Aug	24,445	Aug	24,010	Jul	25,681	DEC	26,942
<b>MOST VEHICLES</b>	Apr	206	Apr	269	May	271	Jul	269	M, A, M	186
<b>LEAST VEHICLES</b>	Aug	185	Jul	205	Jul	240	Jun	183	JAN	183
<b>MOST TRIPS/VEH</b>	Apr	262	Mar	213	Mar	214	Feb	246	MAY	323
<b>LEAST TRIPS/VEH</b>	Aug	140	Aug	117	Aug	100	Jul	95	JULY	148
	<b>FY 09/10</b>		<b>FY 10/11</b>		<b>FY 11/12</b>		<b>FY 12/13</b>		<b>FY 13/14</b>	
<b>HIGHEST TRIPS</b>	APR	57,645	APR	60,821	APR	71,576	AUG	35,031		
<b>LOWEST TRIPS</b>	AUG	23,671	AUG	29,238	AUG	29,459	JUL	33,019		
<b>MOST VEHICLES</b>	JUL	170	JUL	151	APR	170	AUG	133		
<b>LEAST VEHICLES</b>	NOV	153	NOV	117	AUG	123	JUL	132		
<b>MOST TRIPS/VEH</b>	APR	345	APR	1004	APR	421	AUG	263		
<b>LEAST TRIPS/VEH</b>	AUG	153	AUG	198	AUG	240	JUL	250		

**SunLine Services Group**

**DATE:** September 26, 2012 **ACTION**  
**TO:** Taxi Committee  
Board of Directors  
**FROM:** SunLine General Counsel  
**RE:** Second Reading of SSG Ordinance No. 2012-01

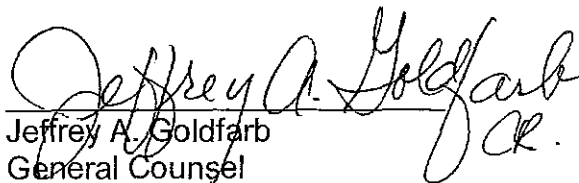
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**RECOMMENDATION**

Recommend that the Board of Directors approve second reading of proposed SSG Ordinance No. 2012-01 that will supersede all previous ordinances and amendments.

**BACKGROUND**

At its June 27, 2012 meeting, the SunLine Services Group Board of Directors introduced (first reading) Ordinance No. 2012-01, the ordinance relating to the operation and issuance of taxi franchises in the Coachella Valley. Pursuant to Government Code section 36934, an ordinance may not be passed within five days of its introduction, except in certain circumstances which are not present here. If the Board passes the Ordinance at this meeting, it shall take effect in thirty (30) days pursuant to Government Code section 36937.

  
Jeffrey A. Goldfarb  
General Counsel

**ORDINANCE NO. 2012-01**

**AN ORDINANCE OF SUNLINE SERVICES GROUP  
SUPERSEDING ORDINANCE NOS. 96-2, 99-1, 99-2, 00-2,  
01-01, 07-03, AND 09-01**

WHEREAS, Government Code section 53075.5 requires every city and county to protect the public health, safety and welfare by adopting an ordinance concerning the provision of Taxicab services, to provide a policy for entry into the business of providing Taxicab services, to establish or require registration of rates for the provision of such services and for such other matters as determined by the legislative body; and,

WHEREAS, the County of Riverside and the Coachella Valley cities comprising the joint powers agency known as SunLine Service Group (“SSG”) desire to provide for the orderly, efficient, and safe operation of Taxicab services within the Coachella Valley; and,

WHEREAS, an implementation agreement has been entered into by the County of Riverside and those Coachella Valley cities whose signatures appear on that agreement authorizing SSG to regulate Taxicab transportation services within the jurisdictional boundaries of SSG; and,

WHEREAS, Government Code section 53069.4(a)(1) permits the legislative body of a local agency to make any violation of any ordinance enacted by the local agency subject to administrative fine or penalty; and,

WHEREAS, the powers provided under Government Code section 36091 which permit a city legislative body to impose fines, penalties and forfeitures for violations of its ordinances have, by joint powers agreement, been assigned to SSG as provided under Government Code section 6500, *et seq.*; and,

WHEREAS, SSG desires to reduce the administrative and legal costs associated with enforcement of ordinances adopted for the purpose of Taxicab regulation within the jurisdiction of SSG; and,

WHEREAS, the Board of Directors of SSG implemented a study commissioned to make recommendations to improve Taxicab transportation services which included implementation of a recommendation to award Franchise Agreements as a way to improve Taxicab services and to better regulate the service providers; and,

WHEREAS, the existing Ordinance must be amended to ensure consistency between the Ordinance and the Franchise system and to effectuate regulation of the Franchise system in accordance with the decision to implement the study.

NOW, THEREFORE, the Board of Directors of SSG DOES ORDAIN AS FOLLOWS:

**PART 1:** That SSG hereby adopts this Ordinance regulating Taxicabs within the jurisdiction of SSG, superseding and replacing Ordinance Nos. 96-2, 99-1, 99-2, 00-2, 01-01, 07-03, and 09-01.

This Ordinance shall include the following sections:

Section

- 1.010 Definitions
- 1.015 Delivery of Notices or Requests
- 1.020 Hotel Limousine — Exemption
- 1.030 Franchise Agreement — Required
- 1.040 Franchise Agreement — Term, Extension
- 1.050 Franchise — Insurance Required
- 1.060 Franchise — Color Scheme
- 1.065 Advertisements
- 1.070 Vehicle Inspection
- 1.080 Franchise — Minimum Requirements
- 1.090 Franchise Fee
- 1.090.5 Sale or Transfer of Assets, Interest or Membership in Franchisee or Transfer of Control of Franchisee
- 1.091 Taxicab Vehicle Permits
- 1.092 Transfer and Surrender of Vehicle Permits
- 1.095 Driver Permit — Required
- 1.100 Permits — Authority
- 1.110 Permits and Franchises - Denial, Revocation, Suspension or Termination
- 1.120 Appeal From License Denial Due to Criminal Conviction
- 1.125 Unauthorized Taxicab Services Prohibited
- 1.130 Rules, Regulations and Fees
- 1.140 Use of Toplight
- 1.150 Information Display
- 1.160 Identification Display
- 1.170 Route — Number of Passengers
- 1.180 Taximeter — Accuracy
- 1.190 Taximeter — Use
- 1.200 Taximeter — Misuse
- 1.210 Receipt for Fare
- 1.220 Street Stands
- 1.225 Exclusive Arrangements Between Franchises and Venues Concerning Taxicab Trips Prohibited
- 1.230 Operation by Other Than Franchisee
- 1.240 Rates
- 1.245 Surcharges
- 1.247 Obligation to Report Changes in Lease Rates and Other Pass Through
- 1.250 Enforcement
- 1.255 Penalties
- 1.256 Administrative Appeal Hearings - In General

- 1.257 RESERVED
- 1.258 RESERVED
- 1.259 Criminal Enforcement and Penalties
- 1.260 Airports
- 1.270 Severability
- 2.010 Scope
- 2.020 Definitions
- 2.030 Rules, Regulations & Fees
- 2.035 Mandatory Controlled Substance and Alcohol Testing Program
- 2.040 Tests Required
- 2.050 When Testing Required
- 2.060 Prohibited Conduct
- 2.070 Testing Procedures
- 2.080 Penalties
- 2.090 Rights of Appeal
- 2.100 Severability
- 3.010 Applicability
- 3.020 Enforcement Officer - Defined
- 3.030 Regulation - Defined
- 3.040 Administrative Citation
- 3.050 Amount of Fines
- 3.060 Payment of the Fine
- 3.070 Hearing Request
- 3.080 Advance Deposit Hardship Waiver
- 3.120 Late Payment Charges
- 3.130 Recovery of Administrative Citation Fines and Costs
- 3.140 Administrative Regulations

## SECTION ONE

### TAXI FRANCHISE ORDINANCE

#### Section 1.010 Definitions

As used in this section:

- A. "Base Rate" means the minimum charge to a customer regardless of time or mileage, being that rate which is programmed to show in the Taximeter when first activated.
- B. "Board" or "Board of Directors" means the Board of Directors of SunLine Services Group.
- C. "Chauffeured Limousine" means a motor vehicle used for the transportation of passengers for hire along public streets, not over a defined route, but a route under the control of the person hiring such a vehicle. A Chauffeured Limousine shall not bear any distinguishing

insignia or monogram or Toplights, and shall operate and be dispatched from a fixed location, and shall be hired by contract on a minimum hourly basis or a fixed point-to-point basis only.

- D. “Control Person” means any natural person, corporation, partnership, limited liability company, joint venture, association, trust or other organization, whether or not a legal entity, holding a Controlling Interest in a Franchise to provide Taxicab services and the lawful successors, transferees, or assignees of any such natural person, corporation, partnership, limited liability company, joint venture, association, trust or other organization.
- E. “Control” or “Controlling Interest” means control in whatever manner exercised, including, without limitation, control through ownership, management, debt instruments, or negative control, as the case may be, of the Franchisee or related Taxicab service or company. A rebuttable presumption of the existence of Control or a Controlling Interest shall arise from the beneficial ownership, directly or indirectly, by any natural person, corporation, partnership, limited liability company, joint venture, association, trust or other organization, whether or not a legal entity, or any group of such persons or entities acting in concert, of 25% or more of any class or series of equity securities, whether or not voting, of any natural person, corporation, partnership, limited liability company, joint venture, association, trust or other organization, whether or not a legal entity, or being a party to a management contract or similar agreement to manage the Franchisee or related Taxicab service or company, or any material portion thereof.
- F. “Days” means calendar days, except where otherwise referred to in this Ordinance. “Business days” means any days that the administrative offices of SSG are open for business. Any act required by the Ordinance of SSG which is due on a day which is not a business day shall be due on the next business day.
- G. “Driver” means an individual natural person who drives or is allowed to drive a Taxicab under the name of a Franchisee. This includes, but is not limited to: full time, regularly employed Drivers; casual, intermittent or occasional Drivers; leased Drivers and independent, Owner-operator contractors who are either directly employed by or under lease to a Franchisee or who operate a Taxicab at the direction of or with the consent of a Franchisee.
- H. “Driver Permit” means a permit issued by SSG authorizing a Driver to drive a Taxicab within the jurisdiction of SSG.
- I. “Employment” includes self-employment as an independent Driver within the meaning of Government Code section 53075.5.

- J. “Franchisee” means any person, firm, association, corporation, partnership or other entity that is granted a Franchise by the Board pursuant to the Ordinance of SSG and has entered into a duly executed Franchise Agreement with SSG.
- K. “Hourly Rate” means the charge made to a Taxicab passenger based on Taximeter calibration in instances in which the speed of the vehicle causes the Taximeter to switch from a Rate per Mile charge to a rate based on passenger time use of the vehicle.
- L. “Jurisdiction of SSG” means the area within the jurisdictional boundaries of the cities of Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and the unincorporated area of Riverside County that is within the territorial boundaries of the Palm Springs and Desert Sands Unified School Districts and that portion of the Coachella Valley Unified School District located within Riverside County.
- M. “Owner” means the person or entity identified as the Owner of a Taxicab on the Certificate of Title issued by the California Department of Motor Vehicles (DMV).
- N. “Person” means natural persons, corporations, partnerships, limited liability companies, joint ventures, associations, trusts or other organizations, whether or not legal entities.
- O. “Rate per Mile” means the charge made to a Taxicab passenger calculated and based on distance traveled by the Taxicab vehicle.
- P. “Street” means any place commonly used for the purpose of public travel.
- Q. “Street Stand” means a portion of a street designated by a member city or the county within which the stand is located for the use, while awaiting employment, of any Taxicab, except for locations at which a stand is located within the boundaries of any airport.
- R. “SunLine Regulatory Administration” or “SRA” means the division of SSG charged with the duties, obligations and responsibilities of SSG to implement and enforce the Ordinance of SSG, any related ordinance and any regulations promulgated pursuant thereto as directed by the Board of SSG and the Taxicab Administrator. Unless otherwise specifically specified herein, references to “SSG” refer to and include SRA.
- S. “Surcharge” means the fee imposed by SSG to recover the costs of regulating Taxicabs and which is charged each time that a Taxicab is initially engaged for hire by a passenger.

- T. "Taxicab" means every automobile or motor-propelled vehicle, designed for carrying not more than eight persons, excluding the Driver, where the Driver's seat may be separated from the passenger's compartment by a glass or other partition, used for the transportation of passengers for hire over the public streets in the jurisdiction of SSG, and not over a defined route, irrespective of whether the operations extend beyond the boundary limits of the member entities of SSG, in circumstances where the vehicle is routed under the direction of the passenger or of the person hiring same.
- U. "Taxicab Administrator" means the General Manager of SSG or his/her designee. "Assistant Taxicab Administrator(s)" shall be those persons authorized by the Taxicab Administrator to perform or assist in the performance of the functions and powers of the Taxicab Administrator under the provisions of the Ordinance of SSG.
- V. "Taximeter" means a device that automatically calculates, at a predetermined rate or rates, and indicates the charge for hire of a vehicle, for distance traveled and waiting time.
- W. "Toplight" means an illuminated sign, permanently affixed to the top of a Taxicab, which bears the name of the Franchise on both the front and back and when illuminated clearly indicates whether or not the Taxicab is vacant and available for hire.
- X. "Vehicle Inspection Sticker" means the numbered sticker affixed to the lower left rear of the windshield of each Taxicab vehicle authorized to operate in the jurisdiction of SSG.
- Y. "Vehicle Permit" means both the Vehicle Inspection Sticker and the authority from SSG for a Taxicab vehicle to operate in the jurisdiction of SSG.

**Section 1.015     Delivery of Notices or Requests**

- A. All notices or requests referred to in the Ordinance of SSG which are due to SRA shall be delivered to the SRA Administrative Office. All notices or requests referred to in the Ordinance of SSG to any individual or Franchisee shall be delivered to the address of record for the individual or Franchisee.
- B. The address of record for a Franchisee shall be the address listed on the Franchise Agreement. Franchisees shall give notice in writing to SRA of any change in their business address, and delivery of notices or requests to the address provided by the Franchisee shall be presumed received by the Franchisee.
- C. Delivery of any notice or request under the Ordinance of SSG shall be effective as follows:



1. Immediately if given by personal delivery;
2. One day after delivery if delivered by an overnight delivery service; and,
3. Three days after delivery if delivered by U.S. mail.

**Section 1.020 Hotel Limousine - Exemption**

“Hotel Limousine” means a motor vehicle owned and operated exclusively by a Hotel. A “Hotel” is defined as any building or group of buildings or a portion thereof containing five (5) or more guest rooms used by five (5) or more guests for compensation. A Hotel Limousine is used for the sole purpose of providing transportation for Hotel guests. Hotel Limousines are exempt from the regulation of the Ordinance of SSG when operated in accordance with this section.

**Section 1.030 Franchise Agreement - Required**

- A. It is unlawful for any Person to operate, cause to be operated, to advertise or otherwise hold themselves out to the public in any fashion as a Franchisee without having first entered into a Franchise Agreement with SSG. Subject to the limitations of the Ordinance of SSG, the Board may, and is empowered to, grant to any qualified Person a nonexclusive Franchise to operate Taxicabs within the jurisdiction of SSG. Such Franchise shall be evidenced by a duly executed Franchise Agreement between the Franchisee and SSG. These Franchise Agreements may contain contractual provisions that are supplementary to and/or more restrictive than the provisions contained in the Ordinance of SSG. It is a violation of this Ordinance to operate a Franchise which is not in compliance with the terms and conditions of the Franchise Agreement. Franchisees will be required to provide a list of the Vehicle Identification Numbers (“VIN”) of the Taxicabs (“vehicle identification list”) which have passed the vehicle safety inspection required by the Ordinance of SSG and any amendments thereto.
- B. The Franchisee shall maintain with SSG a current list of all Drivers authorized to operate any vehicle on the required vehicle identification list. The Franchisee shall verbally report to SSG any additions or deletions to its list of Drivers within 24 hours of such addition or deletion.
- C. Franchisees are required to ensure that all Drivers operating a Taxicab listed on the required vehicle identification list are familiar with the provisions of the Ordinance of SSG as amended from time to time, with the Franchise Agreement as amended from time to time, and with all regulations adopted by SSG from time to time. Franchisees shall promptly notify their Drivers of any changes in the provisions of the above documents and direct their Drivers to implement the same.

- D. Regardless of whether there is an employment or other direct relationship between the Franchisee and the Driver, Franchisees shall ensure that all Drivers authorized to operate a Taxicab vehicle listed on the vehicle identification list comply with the provisions of the Ordinance of SSG as amended from time to time, the Franchise Agreement as amended from time to time, all requirements of state law, and with all regulations adopted to implement the Ordinance of SSG. The Franchisee shall not knowingly (or with reason to know) permit any Driver who is not in compliance with the provisions of the Ordinance of SSG as amended from time to time, the Franchise Agreement as amended from time to time, and all requirements of state law to operate any Taxicab listed on the vehicle identification list. This includes without limitation, the Driver operating hours requirements of section 6.11 of SSG's Taxicab Regulations.
- E. In the event that any Driver listed on the authorized Driver list on file with SSG has violated any provision of section 1.110, the Franchisee shall revoke all authority for the Driver to operate any vehicle on the vehicle identification list immediately upon written notification by the Taxicab Administrator of the suspension or revocation of the Driver's Driver Permit. The Franchisee may be temporarily suspended by the Taxicab Administrator in the event that a Franchisee fails to comply with this section and administrative penalties may be imposed in accordance with section 1.255.
- F. The Franchisee shall comply with all requirements concerning the mandatory controlled substances and alcohol testing program as set forth in the Ordinance of SSG.
- G. No Franchisee shall allow a person to drive a Taxicab using the Franchise's name unless that person has a valid Driver Permit issued by SSG which states that the Driver is affiliated with the Franchise.
- H. All Franchises granted pursuant to the Ordinance of SSG shall be nonexclusive and shall be subject to the terms and conditions specified in the Ordinance of SSG and any additional terms contained in a Franchise Agreement between the Franchisee and SSG. Such nonexclusive Franchises shall not be sold, leased, transferred, assigned or otherwise disposed of, either in whole or in part, whether by forced sale, merger, consolidation, bankruptcy, reorganization under bankruptcy laws or otherwise, without the prior written consent of SSG. The consent of SSG shall be subject to such terms and conditions as may prescribe, and may be denied in SSG's sole and absolute discretion. Any attempted sale, lease, transfer, assignment or other attempted disposition of a Franchise without the prior written consent of SSG shall render said Franchise null and void and shall result in immediate termination of the Franchise Agreement.

- I. The SRA reserves the right to issue additional Franchises. The Board awards Franchises after a public hearing.

**Section 1.040 Franchise Agreement – Term, Extension**

- A. The term of the Franchise shall be five (5) years. The term may be extended by SSG for an additional one (1) year after the initial five (5) year term (the “One Year Extension Period”) of the Franchise up to a total of ten (10) years at the sole discretion of SSG, subject to the provisions below. All Franchises sunset after ten (10) years and are thereafter void.
- B. The process for granting each One Year Extension Period shall be as follows:
  1. SSG may extend the term of a Franchise by written notice to the Franchisee no later than sixty (60) days before the Franchise expires.
  2. Each extension shall be for a term no longer than one (1) year. The determination to permit a Franchisee to continue operating under the Franchise for each One Year Extension Period shall rest exclusively with the Board. In making such determinations, the Board shall consider: the Franchisee’s history of operations; the Franchisee’s history of complaints, citations, suspensions, and warnings; whether and to what extent the Franchisee has met the average minimum rides per vehicle per day requirements; and whether extending the Franchise for an additional year serves the health, safety and welfare of the Coachella Valley.

**Section 1.050 Franchise – Insurance Required**

- A. Before any Franchise Agreement is entered into between a Franchisee and SSG, the Franchisee shall procure and maintain, at its cost, comprehensive general liability and property damage insurance, against all claims for injuries against persons or damages to property which may arise from or in connection with the operation of Taxicabs by the Franchisee, its agents, representatives, employees, Franchisees, or subcontractors and the Owner of the vehicle. The Franchisee shall also carry Workers’ Compensation Insurance in accordance with California Labor Code section 3700 or any other provision of the State of California Workers’ Compensation laws.
- B. The policies shall contain or be endorsed to contain the following provisions:
  1. General Liability and Automotive Liability Coverage:

- a. SSG, its member entities, their officers, officials, employees, and volunteers are to be covered as insureds for liability related to:
  - (i) Activities performed by or on behalf of the Franchisee;
  - (ii) Premises owned, occupied, or used by the Franchisee; and,
  - (iii) Automobiles owned or leased by the Franchisee.
- b. The coverage shall contain no special limitations on the scope of protection afforded to SSG, its member entities, their officers, officials, employees, agents, representatives, or volunteers.
- c. The Franchisee's insurance coverage shall be primary insurance as respects SSG, its member entities, their officers, officials, employees, agents, representatives, and volunteers. Any insurance or self-insurance maintained by SSG, its member entities, their officers, officials, employees, agents, representatives, or volunteers shall be in excess of the Franchisee's insurance and shall not contribute with it.
- d. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to SSG, its member entities, their officers, officials, employees, and agents.
- e. Franchisee's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage:

- a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SSG.
- b. Franchisee shall furnish SSG with a certificate of insurance and any applicable endorsements affecting the coverage required hereunder. The policies and endorsements are to be signed by a person authorized by that insurer to bind

coverage on its behalf. At SSG's option, endorsements and any certificates of insurance required by SSG shall be on forms provided or approved by SSG. All endorsements and certificates are to be received and approved by SSG prior to the operation of any Taxicab by the Franchisee in the jurisdiction of SSG. SSG reserves the right to require complete, certified copies of all insurance policies, including endorsements affecting the coverage required by the Ordinance of SSG, at any time and shall include, but not be limited to, the obligation to indemnify, hold harmless, release and defend SSG.

- c. Franchisee shall include all individual Drivers employed, retained by or subcontracted by Franchisee, agents, contractors, other sub-operators ("sub-operators") as may be permitted by SSG, as insureds under its policies or shall furnish separate certificates and endorsements for each sub-operator. All coverage for such sub-operators shall be subject to all of the requirements stated herein.
- d. The procuring of such insurance or the delivery of endorsements and certificates evidencing the same shall not be construed as a limitation of the Franchisee's obligation to indemnify, hold harmless, release and defend SSG, its member entities, their officers, officials, employees, agents, representatives, and volunteers from and against any and all liability, claims, suits, costs, expenses, fines, judgments, settlements, charges or penalties whatever, including reasonable attorneys fees, regardless of the merit or outcome of the same arising out of, or in any manner connected with, any or all of the operations or services authorized, conducted or permitted under a nonexclusive Franchise Agreement.
- e. The amount of insurance required hereunder shall be as follows:
  - (i) For injury or death in any one accident or occurrence, Two Million Dollars (\$2,000,000);
  - (ii) For the injury or destruction of property in any one accident or occurrence, Two Million Dollars (\$2,000,000);
  - (iii) For combined single limits of liability for primary bodily injury and primary property damage, Five Million Dollars (\$5,000,000) and replenishment at

any time available coverage drops below \$5,000,000;

- (iv) For Workers' Compensation Insurance, with the limits established and required by the State of California; and,
- (v) For employer's liability, with limits of Two Million Dollars (\$2,000,000).

f. It shall be the responsibility of all Franchisees to provide and maintain insurance coverage in compliance with the provisions of the Ordinance of SSG to cover each and every Driver that operates a vehicle as a Taxicab. The Franchisee shall further ensure that appropriate certificates of insurance reflecting coverage are on file with SRA at all times.

- 3. Sufficiency of Insurer. Insurance required by this section shall be satisfactory only if issued by companies having at least an A-Best Insurance Rating or equivalent and are admitted to do business in California. All applicants for the licensing of any Taxicab vehicle or for a Franchise are required to comply with this section prior to the issuance of any license or Franchise.
- 4. Penalties. Franchisees are responsible to ensure compliance with all of the foregoing insurance requirements and regulatory provisions related to such requirements. Responsibility on the part of the Franchisee includes ensuring that any vehicle Owner whose vehicle is operated under the Franchisee's name maintains insurance and provides SRA with proof of same at all times that each vehicle is operated. Failure to comply with the foregoing insurance requirements and/or regulations shall result in a summary suspension of the Vehicle Permit for any affected vehicle which will be presumed unfit and read as out of service. Failures to comply with the foregoing insurance requirements which affect the Franchise as a whole shall result in immediate summary suspension of the Franchise. Failure to comply with the foregoing insurance requirements three (3) times within a calendar year constitutes grounds for termination of the Franchise.

### **Section 1.060     Franchise – Color Scheme**

- A. All Taxicabs operating under a Franchise shall be of distinctive appearance such as is in common usage in this country for Taxicabs and shall have a standard monogram, insignia, or logo which is permanently

affixed to each vehicle and clearly indicates that the vehicle is offered for the use of transportation of passengers for hire.

- B. No Franchise shall be granted to any Person whose name, monogram, logo or insignia to be used on its Taxicabs is in conflict with, or imitates, any monogram, name, logo or insignia used by another Franchise within the jurisdiction of SSG in such a manner as to be misleading to, or which would tend to deceive or defraud, the public.
- C. No Franchise shall be entitled to utilize the name or telephone number of any previously operating Franchise unless the assuming Franchisee has paid all fines, permit and Franchise Fees, surcharges, administrative penalties due to SSG from the previous Franchisee, and otherwise complied with the requirements for issuance of a Franchise under the Ordinance of SSG. In any case where an administrative or other form of proceeding is pending against the previous Franchisee, no transfer of the name shall occur unless and until SRA is provided with adequate monetary assurance of payment of any anticipated monetary penalty. Assurance may be in the form of a bond or undertaking.

**Section 1.065     Advertisements**

- A. Definition. For purposes of this Ordinance, “advertisement” means the dissemination in any newspaper, circular, form letter, brochure, business card, telephone directory (including the Yellow and/or white pages) or similar publication, display, sign, radio broadcast, telecast or by other electronic means, information designed to promote the use of a Franchisee’s services.
- B. No Franchisee, Driver or any other Person shall place or cause to be placed any advertisement which:
  - 1. is misleading to, or would tend to deceive or defraud the public;
  - 2. uses a name(s) other than the name(s) registered with SSG for which a valid Franchise has been issued without first obtaining written consent of SSG; or,
  - 3. uses a name, monogram, logo or insignia which is in conflict with or imitates any monogram, logo or insignia used by any other Person operating in the jurisdiction of SSG.
- C. All advertising placed or caused to be placed by a Franchisee or Driver, including all business cards, shall display the Franchisee’s predominant business telephone number.
- D. Due to the nature, frequency and duration of violations that may occur under this section, the Board of SSG hereby provides for imposition of

specific penalties for violations of this section or of any regulation adopted to implement it. The penalties to be imposed as provided hereunder are in addition to any other remedy available to SSG under sections 1.110, 1.250, 1.255, 1.256, or 1.259 of the Ordinance of SSG and are as follows:

1. A penalty in the amount of \$1,000 is hereby imposed for the first violation of this section.
  2. A penalty in the amount of \$1,000 is hereby imposed and the Franchise may be suspended for a period of up to thirty (30) days for a second violation of this section.
  3. A penalty in the amount of \$1,000 is hereby imposed and the Franchise may be terminated for a third violation of this section.
  4. The Taxicab Administrator, in his or her discretion, may reduce any penalty imposed by this section for a violation of this section.
- E. No Franchise shall be entitled to utilize the name or telephone number of any unlicensed entity, whether listed in the white pages or advertised in the Yellow pages of the telephone directory.

**Section 1.070     Vehicle Inspection**

- A. Prior to obtaining a Franchise, an applicant for a Franchise shall first present each vehicle to be used as a Taxicab to SSG for a vehicle safety and cosmetic inspection. SSG shall establish and publish vehicle safety inspection and cosmetic standards and procedures as a part of the regulations adopted in order to implement this Ordinance. Any vehicle(s) that a Franchisee proposes to add to its Franchise shall also be presented to SSG for successful completion of a vehicle safety and cosmetic inspection prior to operation as a Taxicab. The Taxicab Administrator shall maintain a list which reflects the VIN of each vehicle that successfully completes the vehicle safety inspection. A record of the VIN of each vehicle that fails the vehicle safety inspection shall be also be maintained by SSG.
- B. Prior to the commencement of any vehicle safety and cosmetic inspection, the Franchisee shall pay a vehicle safety inspection fee in an amount to be determined by resolution of the Board of Directors.
- C. Time for Vehicle Inspections: In addition to the initial vehicle safety and cosmetic inspection, each vehicle shall be required to pass additional inspections at the following times:
1. Every six (6) months, beginning six (6) months from the date the vehicle is first licensed as a Taxicab;



2. After every incident resulting in cosmetic or greater damages as referred to in section G of this Ordinance; and,
  3. At any time upon written request by the Taxi Administrator.
- D. Failure to present a vehicle for inspection under this Ordinance within three (3) days of the date upon which a written request under section 1.070 C(3) is delivered, or within three (3) days after inspection is due under section 1.070 C(1) or C(2), shall result in issuance of a penalty in accordance with section 1.255. Further failure to present a vehicle for inspection under this Ordinance within ten (10) days of the date upon which a written request is delivered or inspection is due shall result in the vehicle being declared presumed unfit to operate as a Taxicab, an administrative citation shall be issued to that effect, and the vehicle shall be read out of service.
- E. Vehicles shall be permitted one (1) re-inspection upon the failure of any inspection. Any vehicle that fails a re-inspection shall be presumed to be unfit to operate as a Taxicab, shall be issued an administrative citation to that effect, and the vehicle shall be read out of service.
- F. The Franchisee may appeal the presumption of unfitness by written request for an informal review by the Taxicab Administrator. The decision of the Taxicab Administrator shall be final. Any person aggrieved by the Taxicab Administrator's decision under this section may obtain review of the administrative decision in accordance with the timelines and provisions of Government Code section 53069.4 and/or Code of Civil Procedure section 1094.5, *et seq.*
- G. It is unlawful to operate a Taxicab vehicle in an unsafe operating condition, including but not limited to a condition that violates the vehicle safety inspection standards of SSG. All Franchisees are responsible to ensure that their vehicles are maintained in a safe operating condition at all times that they are in service. An incident that results in any cosmetic or greater damage shall be reported to SRA no later than the business day following the date of the damage for SRA's inspection of the vehicle. For purposes of this section "cosmetic damage" means damage to the interior or exterior of the vehicle that does not necessarily affect the safe operation of the vehicle. "Greater damage" means all mechanical damage, as well as all damage that may affect the safe or reliable operation of the vehicle. SRA shall inspect the vehicle to determine if the vehicle may be operated pending repair of the damage.

**Section 1.080      Franchise – Minimum Requirements**

- A. Any Person wishing to apply for the issuance of a Franchise shall truthfully and fully complete a Proposal for Providing Franchise Taxicab

Services in the form prescribed by SSG and provide all supporting documentation for evaluation by SRA.

- B. The following minimum requirements apply to the issuance and maintenance of a Franchise. The Taxicab Administrator is authorized to adopt rules and regulations to implement the requirements which shall become effective upon review and approval by the Board of SSG:
1. Each Franchisee shall maintain and provide a year-round computerized dispatch system capable of providing performance reports as required by SRA.
  2. Each applicant for a Franchise shall maintain in service a number of vehicles no less than 75% nor more than 125% of the allocation of non-temporary Taxicab permits under its Franchise Agreement. The Franchisee shall continue to maintain ownership of the minimum number of vehicles as a condition to the continued validity of any Franchise. The minimum number of vehicles established by this section may be revised by SRA without amendment to this Ordinance.
  3. Each Franchisee shall have a principal place of business from which it conducts its activities as a Franchise, including the dispatch of Taxicabs required under subsection 1) above, and related activities. This requirement shall not be interpreted to require that all activities of a Franchisee be conducted from a single location. A Franchisee may have other locations in addition to its principal place of business where it conducts repair and maintenance, storage of vehicles or similar activities, so long as each activity conducted by the Franchisee is conducted from a location properly zoned for that activity by the local jurisdiction.
  4. The principal place of business and each other location from which a Franchisee conducts Taxicab activities shall be located within the jurisdiction of SSG.
  5. Each individual or entity holding any interest in the use of the Franchise name or otherwise participating in the Franchise system is required to truthfully complete a Proposal for Providing Franchise Taxicab Services, successfully complete a local and Department of Justice criminal background check, and provide such information as is required to evaluate the legitimacy of the Franchisee's business structure, qualifications, corporate stability, financial stability and capability.
  6. Each applicant for a Franchise shall have a registered fictitious business name with the County of Riverside to do business under

the name stated in the application proposal. For Taxicab registration purposes, the fictitious business name registration must be renewed at least once every five (5) years.

7. Each applicant for a Franchise shall provide SRA with a business plan and implementation schedule for acquisition of newer Taxicab vehicles, newer Taxicab technologies, including but not limited to computerized dispatch and GPS tracking of Taxicab vehicles, electronic processing of credit cards, and acquisition of at least two (2) wheelchair-accessible vehicles that meet federal standards.
  8. Each applicant for a Franchise shall truthfully supply information requested by SRA as to the Franchisee's experience in the Taxicab business, financial stability, quality of service, past number of trips per vehicle, and the anticipated ability to meet and maintain performance standards. SRA shall consider and evaluate such criteria in determining whether a Franchise should be issued, whether conditions should be imposed upon the Franchise and to determine the identity and number of vehicles to be initially operated under the Franchise, among others. A Franchise may be terminated or suspended by SRA if the Franchisee fails to meet and maintain any conditions imposed by SRA. Each applicant must also furnish all information required of an applicant by the most current RFP prepared by SRA.
  9. A Franchise applicant may appeal the imposition of any conditions imposed by the Taxicab Administrator to the Appeal Committee as provided under section 1.256 G and H.
  10. Additional requirements may be imposed pursuant to the Franchise Agreement.
- C. All Franchisees shall be required to certify to SRA's satisfaction at least every year that no less than an average of eight (8) dispatched and non-dispatched trips per day per each non-temporary Taxicab permitted vehicle per year are generated as provided for in the Franchise Agreement. Franchisees shall be responsible to maintain sufficient records to accurately verify the number of trips per vehicle at the request of SRA. SRA shall reduce the number of Vehicle Permits licensed to the Franchisee if the eight (8) trip minimum is not maintained. If a Franchisee is required to reduce the number of permitted vehicles, it shall be required to remove vehicles over five (5) model years of age first in the case of standard vehicles and over seven (7) model years of age in the case of approved alternative fueled vehicles, using the Environment Protection Agency's definition of an alternative fueled vehicle. SRA may terminate the Franchise Agreement if the number of licensed vehicles is reduced below the minimum number required by section 1.080 B.2.

- D. Franchisees shall at all times maintain accurate and complete accounts of all revenues and income arising out of its Taxicab operations, a list of vehicles in use, a list of all Drivers of the Franchise, any complaints by patrons, and any other information SRA may require to verify compliance with the Franchise Agreement and the Ordinance of SSG. The Franchisee's books, accounts and records pertaining to compliance with the Ordinance of SSG and the conditions of the Franchise Agreement shall at all reasonable times be open to inspection, examination and audit by the authorized officers, employees and agents of SSG. The refusal of a Franchisee to provide the required records for inspection shall be deemed a violation of the Ordinance of SSG and cause for termination of the Franchise Agreement. Any proprietary data provided to SSG shall be maintained confidential to the extent permitted by law.

**Section 1.090 Franchise Fee**

At the time a Franchise proposal is received, the proposer shall pay the Franchise Fee as established by resolution of the Board of Directors. Franchise Fees shall be due and payable in a manner and at a time established by the Board. The Board may establish a procedure for payment of the Franchise Fee in installments.

**Section 1.090.5 Sale or Transfer of Assets, Interest or Membership in Franchisee or Transfer of Control of Franchisee**

Unless prohibited by law, neither the Franchise nor any rights or obligations of the Franchisee or any Control Person in or pursuant to the Franchise, shall be transferred in part or as a whole, by assignment, trust, mortgage, lease, sublease, pledge or other hypothecation, and shall not be sold, transferred, leased, assigned, or disposed of in part or as a whole, either by forced sale, stock sale, asset sale, merger, consolidation, reorganization or otherwise, nor shall title thereto, either legal or equitable, or any right or interest therein, pass to or vest in any natural person, corporation, partnership, limited liability company, joint venture, association, trust or other organization, whether or not a legal entity, nor shall a transfer of Control of or a "Controlling Interest" (as defined in section 1.010) in the Franchisee or any "Control Person" (also as defined in section 1.010) or the Taxicab services occur, either by act of the Company, any Control Person, by operation of law or otherwise, in each case without the prior written consent of the Board, which consent shall be expressed by resolution and then only under conditions as may be therein prescribed. No Franchisee or Control Person shall enter into any management contract or other arrangement for the management of the Franchisee or Control Person, or sell or otherwise transfer any Controlling Interest in a Franchisee or any Control Person, or any material portion thereof, with or without the Franchise, without the prior written consent of the Board. Any natural person, corporation, partnership, limited liability company, joint venture, association, trust or other organization, whether or not a legal entity, proposing any of the above acts shall theretofore submit an application to SRA containing all information required of an applicant seeking the initial award of a

Franchise. SRA shall review the application under the same procedures used for initial issuance of a Franchise. Approval of the transfer will not be arbitrarily denied. Failure to obtain prior approval shall be grounds for revocation of the Franchise permit in addition to a public nuisance.

**Section 1.091     Taxicab Vehicle Permits**

It is unlawful for any Taxicab vehicle to operate in the jurisdiction of SSG without a properly issued SSG Vehicle Inspection Sticker affixed to the vehicle. Vehicle Inspection Stickers may be issued only to vehicles operating under a duly executed Franchise Agreement between the Franchisee and SSG. It is also unlawful to operate more vehicles than the total number of non-temporary Taxicab permits and then valid temporary Taxicab permits issued to the Franchisee.

**Section 1.092     Transfer and Surrender of Vehicle Permits**

A.     Vehicle Permits may be transferred between Franchisees by the Owner listed as the registered Owner of the vehicle on file with SSG, provided that the following conditions are satisfied:

1.     The Franchisee to which the vehicle is to be transferred and the Owner of the vehicle request its transfer of SSG;
2.     The vehicle is presented to SSG for a Taximeter reading to distinguish its operations under the former Franchise from those under the Franchise to which the vehicle will be transferred;
3.     The vehicle meets all standards and qualifications of SSG for operation as a Taxicab vehicle in the jurisdiction of SSG;
4.     Transfer of the vehicle will not cause the Franchisee to exceed the maximum number of vehicles authorized by SSG; and,
5.     Payment is made to SSG of a Vehicle Permit Transfer Fee to cover the administrative costs of such transfer. The Board of Directors may establish by resolution the amount of any Vehicle Permit Transfer Fee.

B.     Any vehicle that has been taken out of service and which continues to bear a Toplight and the Taxicab signage required by section 1.160 of the Ordinance of SSG shall display SRA issued "Out of Service" signs as provided by regulation. The Toplight and Taxicab signage required by section 1.160 of the Ordinance of SSG shall be removed from the exterior of any vehicle that has been permanently taken out of service within fifteen (15) days of the date the vehicle was taken out of service.

- C. If a vehicle is permanently taken out of service with a balance due to SSG of the Vehicle Permit Fee for the year (July 1 to June 30), such Fee shall become immediately due and payable except in cases in which the vehicle is taken out of service due to damage or mechanical failure and is replaced by another vehicle within thirty (30) days. SSG shall pursue collection of the Vehicle Permit Fee from either the Franchisee and/or the Owner of the vehicle.
  
- D. If a Franchise is suspended or terminated, Vehicle Permits listed under the Franchise shall be suspended until the vehicle(s) are transferred to another existing Franchise. Owners of all vehicles with a suspended Vehicle Permit shall present vehicles to SSG for out of service Taximeter readings immediately upon suspension or termination of a Franchise or expiration, suspension or termination of the Vehicle Inspection Sticker. The Owner of the vehicle shall have thirty (30) days to register the vehicle with an existing Franchise. If the Owner fails to register the vehicle within such thirty (30) day period, the vehicle shall be presented to SSG for removal of the Vehicle Inspection Sticker (if such sticker has not already been surrendered) and the balance of the Vehicle Permit Fee owing to SSG for the vehicle shall be immediately due and payable. SSG shall pursue collection of the Vehicle Permit Fee from either the Franchisee or the Owner of the vehicle and no Vehicle Inspection Sticker shall be issued to the vehicle regardless of its ownership until the Vehicle Permit Fee owing to SSG shall have been paid.

**Section 1.095     Driver Permit – Required**

- A. It is unlawful for any person to drive a Taxicab without having first obtained a Driver Permit. A Driver Permit may be obtained from SSG as provided below. The Driver Permit shall state the Driver's name, California Driver's License number, date of issuance, and the name of the Franchisee with whom the Driver is employed within the meaning of Government Code section 53075.5. If the Franchisee and the Driver are the same person, he or she shall both apply for and obtain from SSG a Driver Permit and enter into a valid Franchise Agreement with SSG.
  
- B. An applicant for a Driver Permit shall complete an application form which shall contain the following information:
  - 1. Applicant's full name, residence address, and age;
  - 2. Applicant's last two previous residence addresses;
  - 3. A listing of all equivalent permits which have been issued to the applicant by any governmental agency;
  - 4. Applicant's height, weight, gender, and color of eyes and hair;

5. The number and expiration date of the applicant's California Driver's License;
  6. All moving violations within the last three (3) years, including dates of violations and the jurisdiction where each violation occurred;
  7. All criminal convictions, including dates of conviction and the court where the conviction was rendered;
  8. Authorization for SSG, or its agents or employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant; and,
  9. The name of the Franchisee with whom the applicant is employed or who has given the applicant an offer of employment within the meaning of Government Code section 53075.5.
- C. At the time the applicant submits an application for a Driver Permit, the applicant shall do all of the following:
1. Provide SSG with an original current Department of Motor Vehicles ("DMV") print-out ("1-1-6") reflecting the past ten (10) year driving record of the applicant, if applicable. If the applicant has been licensed as a Driver in the State of California for less than ten (10) years, he or she shall provide original verified driving records from other jurisdiction(s) sufficient to reflect any convictions listed under section 1.110 hereof for the ten (10) year period prior to filing the application;
  2. Be fingerprinted by SSG and provide SSG with two current 2" x 2" passport sized photographs of the applicant;
  3. Submit to pre-permit/employment controlled substances testing as set forth in the Ordinance of SSG at a collection site certified to perform controlled substance testing pursuant to Part 40 (commencing with section 40.1) of Title 49 of the Code of Federal Regulations in or near the jurisdiction of SSG;
  4. Pay the Driver Permit Fee as established by resolution of the Board of Directors to cover the administrative costs incurred by SSG in processing the application as required by this section. No Driver Permit application shall be processed without the payment of such Fee;
  5. Submit the employment verification form which states the name of the Franchise with whom the applicant is employed or who has

given the applicant an offer of employment within the meaning of Government Code section 53075.5. The employment verification form will be supplied to the Franchisee by SSG; and,

6. Successfully pass a Driver test certifying familiarity with the Coachella Valley area, the provisions of the Ordinance of SSG and regulations adopted to implement it, and sufficient proficiency in the English language.
- D. A copy of the application for a Driver Permit, along with the DMV H-6 form or corresponding out of state driving record, shall be used to conduct a local criminal background check in the event a Department of Justice background check is not received within seven (7) working days. The applicant's application shall be denied in the event the check discloses conviction of an offense enumerated in section 1.110. In the event a local background check is conducted pending the Department of Justice report, a temporary permit will be issued if the local check of the applicant fails to disclose a conviction enumerated in section 1.110.
  - E. In the event of denial of a Driver Permit, the applicant may, within ten (10) days of notification of denial, apply to SSG for a hearing on the denial in accordance with the procedures set forth in section 1.256.
  - F. The applicant's fingerprints shall also be referred to the California Department of Justice electronically for a general criminal background check. If the results of a general criminal background check indicate that the applicant has been convicted of any criminal charge enumerated in section 1.110, the Taxicab Administrator shall immediately revoke any Driver Permit previously issued to the applicant.
  - G. In the event that drug testing of the applicant indicates the applicant's use of a controlled substance as defined by the Ordinance of SSG, the application shall be denied. The applicant may, within ten (10) days of notification of denial based on controlled substances testing results, apply to the Taxicab Administrator for a hearing and reconsideration of the application in accordance with the procedures set forth in the Ordinance of SSG and SSG rules and regulations concerning controlled substances and alcohol testing.
  - H. An applicant over the age of eighteen (18) years holding a valid California Driver's License is entitled to a Driver Permit provided that the following conditions are satisfied:
    1. The Department of Justice background check of the applicant fails to disclose a conviction enumerated in section 1.110;



2. The applicant tests negative for controlled substances as provided in the Ordinance of SSG;
  3. The applicant successfully completes the Driver certification requirements established by the Taxicab Administrator as authorized in section 1.095;
  4. The applicant is either employed by a Franchise or has been given an offer of employment from a Franchise within the meaning of Government Code section 53075.5;
  5. The Franchisee provides sufficient proof that the Driver is and will continue to be covered for all Taxicab operations by the insurance required under section 1.050 of the Ordinance of SSG; and,
  6. The Driver provides a copy of a valid California Driver's License. Drivers shall provide SSG with a copy of any replacement California Driver's License immediately upon its issuance. Drivers shall provide SSG with a copy of any renewal of their California Driver's License prior to expiration of the old license.
- I. The Driver Permit shall be valid for a period of one (1) year or until suspended, revoked or surrendered. Termination of the Driver's California Driver's License shall constitute grounds for revocation of the Driver Permit authorized hereunder.
- J. Termination of Employment. Upon termination of employment, within the meaning of Government Code section 53075.5, or upon termination of permission by the Franchisee to drive a Taxicab using the Franchisee's name, the Driver Permit shall become void. In such case, the Driver shall immediately return the Driver Permit to SSG. Upon return of the Driver Permit, the Driver may re-apply for a Driver Permit, provided that the Driver complies with the requirements for issuance of a Driver Permit under this section 1.095.
- K. Permit Renewal. Prior to the expiration of a Driver Permit, the Driver may apply to SSG for a renewal thereof for an additional year. A Driver shall be entitled to a one (1) year renewal of the Driver Permit provided that:
1. The Driver pays the Permit Renewal Fee;
  2. The Driver submits to Permit renewal controlled substances and alcohol testing as set forth in the Ordinance of SSG;
  3. The results of such testing indicate that the Driver has not been using a controlled substance as defined by the Ordinance of SSG;

4. The results of such testing indicate that the Driver has a breath concentration of less than 0.02% on an alcohol screening test; and,
5. The Driver has not been convicted of any crimes enumerated in section 1.110 during the preceding year.

The rights of appeal provided for by section 1.120 are available to a Driver in the event that renewal of his or her Driver Permit is denied based on the provisions of this section. However, where the renewal of the Driver Permit is denied based on a controlled substances and/or alcohol test result, the rights of appeal provided for by the Ordinance of SSG shall not be applicable.

**Section 1.100 Permits – Authority**

A. Board Authority:

1. The exclusive authority to determine the number of allocable non-temporary Taxicab permits.
2. The exclusive authority to allocate non-temporary Taxicab permits.
3. The exclusive authority to grant or deny any application or request for additional non-temporary Taxicab permits.

B. Taxicab Administrator or Designee Authority:

1. The authority to grant, or deny any application or request for a temporary Taxicab permit.
2. Subject to the appeal rights contained in this Ordinance, the authority to suspend or revoke any or all of the permits and/or approvals required by or authorized by the Ordinance of SSG when, in the exercise of reasonable discretion, he or she has determined that the applicant has or has not complied with all the provisions of the Ordinance of SSG relating to the granting of permits.
3. The authority to issue any warning letter provided for in this Ordinance unless this Ordinance otherwise provides.

**Section 1.110 Permits and Franchises – Denial, Revocation, Suspension or Termination**

- A. In addition to any other reason provided for in this Ordinance, a Permit or Franchise may be denied, suspended or revoked when it has been determined that the Applicant, Permittee or Franchisee:

- (i) Has not complied with the applicable provisions of this Ordinance; or,
- (ii) Has failed to cure any item listed in a sixty (60) day warning for failure to comply with any requirements of the Franchise Agreement issued by the Taxicab Administrator or designee; or,
- (iii) Has been issued three (3) sixty (60) day warnings of failure to comply with any requirements of the Franchise Agreement within a period of twelve (12) months; or,
- (iv) Has knowingly made a false statement of fact in an application for such permit or in a Proposal for Providing Franchise Taxicab Services; or,
- (v) Has charged rates other than those which the Permittee and/or Franchisee has on file with SSG; or,
- (vi) Has violated any of the rules and regulations of the Board of Directors or the Taxicab Administrator pertaining to the operation of Taxicabs; or,
- (vii) Has engaged in conduct or verbally threatens to engage in conduct which is dangerous or violent such that the safety of the traveling public, SSG employees or agents, Taxicab Drivers or Franchisees, or other persons, is implicated; or,
- (viii) Has engaged in argumentative or discourteous conduct toward the public, a passenger, other Taxicab Drivers or Franchisees or other persons while on call to provide Taxicab service or in the course of providing such service; or,
- (ix) Has engaged in conduct under any circumstances which, in the Taxicab Administrator's judgment, raises substantial justification to call for a hearing; or,
- (x) Has been convicted of any of the following crimes within the time frames set forth below, whether committed in the State of California or elsewhere. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of *nolo contendere*.
  - a. Any conviction, regardless of the time elapsed, in any state of any of the following or their equivalent: (i) any crime which requires the applicant to register as a sex offender under California Penal Code section 290, or (ii) any felony involving actual or threatened violence against persons,

including but not limited to, assault, battery, robbery or the use of a firearm or other weapon against a person.

- b. Any conviction (felony or misdemeanor) within the past seven (7) years of any crime involving theft or dishonesty, including but not limited to, burglary, theft, shoplifting or other crime related to fraud or intentional dishonesty.
  - c. Any conviction (felony or misdemeanor) within the past seven (7) years of any crime involving the sale, possession or transportation of narcotics or other controlled substances.
  - d. Any conviction (misdemeanor or felony) within the past three (3) years of any crime involving pandering or prostitution.
- B. In addition to the crimes listed above, no Driver Permit shall be granted to an applicant who has been convicted of three (3) or more moving violations within three (3) years previous to submission of the application. Any Driver Permit previously granted shall be revoked for any permittee who has been convicted of three (3) or more moving violations within three (3) years. In the case of a conviction or plea of *nolo contendere* as to a violation related to driving under the influence of alcohol or drugs, an applicant shall not be disqualified if the conviction or plea is ten (10) years or more in age and no similar violation appears on the applicant's driving record for the intervening ten (10) year period.
- C. In addition to the foregoing, a Driver Permit may be suspended, revoked or denied in the event that:
- (i) A Driver is involved in an accident due to a medical condition that prevents the Driver from safely operating a vehicle; or,
  - (ii) A medical condition that prevents a Driver from safely operating a vehicle otherwise comes to SSG's attention. Any Driver whose Permit has been suspended, revoked or denied due to a prohibitive medical condition as described above, shall be entitled to a license upon certification by a medical doctor that the condition is correctable, has been corrected and will continue to be corrected; or,
  - (iii) In addition to the above, any Driver Permit may be suspended or revoked for any crime which is substantially related to the qualifications, functions, or duties of a Driver which includes, but is not limited to, the following: reckless driving; wet reckless driving; murder; rape; vehicular manslaughter; a violation of California Vehicle Code sections 20001, 20002, or 20003 or any

corresponding substitute sections; robbery; a violation of California Penal Code section 314 or any corresponding substitute section; pandering; crimes related to the use, sale, possession, or transportation of narcotics or intoxicating liquors; assault; battery; or indecent exposure; or,

- (iv) In addition to the above, any Driver Permit may also be suspended for and during the period that the payment of any citation remains outstanding after all appeal periods have been exhausted.
- D. From the time of the revocation or suspension of a Driver Permit granted under the provisions of the Ordinance of SSG, it is unlawful for any person whose Driver Permit has been suspended or revoked to operate or drive a Taxicab within the jurisdiction of SSG until a new Driver Permit has been procured or the period of suspension has expired. It is also unlawful for any person to drive or operate within the jurisdiction of SSG any Taxicab included in a Franchisee's vehicle identification list during the period that a Franchise has been revoked, terminated or suspended
- E. In the event the Franchisee or Permittee appeals any denial, suspension, revocation or termination of a Franchise or Driver Permit issued under this Ordinance, the appeal procedures of section 1.256 shall apply. The Taxicab Administrator is authorized to adopt regulations establishing hearing procedures to implement these provisions, which shall become effective upon review and approval by the Board of SSG.

**Section 1.120     Appeal from License Denial Due to Criminal Conviction**

- A. With the exception of the conviction of a crime which requires registration as a sex offender under California Penal Code section 290, in any case where a Driver Permit is denied due to a criminal conviction under section 1.110 of the Ordinance of SSG, the applicant shall be entitled to apply the Driver Permit application fee towards the appeal fee from such denial under section 1.256. In the event that a Driver Permit is granted on such appeal, the applicant shall pay the Driver Permit fee in full prior to issuance of a license.
- B. In conducting an appeal to consider the issuance of a license denied due to a previous criminal conviction, the hearing officer shall consider the following criteria to determine if the applicant has demonstrated sufficient evidence of rehabilitation such that a permit should be issued:
  - (i) The nature and severity of the offense(s).
  - (ii) The total criminal record of the applicant.
  - (iii) The extent of time that has elapsed since commission of the offense(s).

- (iv) Whether the applicant has complied with any or all terms of parole, probation, restitution or any other sanctions imposed against the applicant in connection with the offense.
  - (v) Evidence of rehabilitation provided by the applicant.
  - (vi) Evidence of expungement proceedings pursuant to Penal Code section 1203.4.
- C. The hearing officer may impose conditions or restrictions upon the issuance of a license under these provisions, as determined within the discretion of the hearing officer, to ensure the safety of the traveling public.
- D. Nothing contained in this section should be construed to limit the admission and consideration of prior criminal history information in the event of a subsequent violation of the Ordinance of SSG by a Driver who is issued a license following a hearing as provided in this section.
- E. With respect to the conviction of a crime that requires the applicant to register as a sex offender under California Penal Code section 290, the Board of Directors finds that the California Legislature has determined that registration is required due to the repeated nature of commission of such crimes by those who have been convicted in the past (*People v. Castellanos* (1999) 21 Cal. 4th 785) and that the rehabilitation criteria set forth in sections A(i) through A(vi) above do not apply to such convictions. The Board further finds that crimes which trigger registration under Penal Code section 290 are particularly related to the disqualification of an individual to qualify for a Taxicab Driver Permit under the Ordinance of SSG and that no permit should be issued to such individuals.

**Section 1.125     Unauthorized Taxicab Services Prohibited**

- A. No person shall knowingly dispatch a vehicle or respond to a request for a Ataxi@, Acab@ or Ataxicab@ for pick-up within the jurisdiction of SSG unless the responding vehicle has a valid Taxicab Vehicle Permit, the Driver of such vehicle has a valid Taxicab Driver Permit, and the Taxicab is operated pursuant to a Franchise awarded by SSG.
- B. No vehicle shall be designated as a ATaxi@ or ATaxicab@ in any sign or advertising matter within the jurisdiction of SSG unless the vehicle has a valid Taxicab Vehicle Permit, the Driver of such vehicle has a valid Taxicab Driver Permit and the Taxicab is operated pursuant to a Franchise awarded by SSG.
- C. No person who drives or operates a Taxicab within the jurisdiction of SSG shall publish, advertise or broadcast in any manner, written or oral, a

telephone number either by itself or connected to a rotary or call forwarding system for Taxicab service, which is the same telephone number as that for other Taxicabs or vehicles for hire.

- D. No person who drives or operates a Taxicab within the jurisdiction of SSG shall use a name that imitates a name used by another person or Franchise who drives or operates a Taxicab in such a manner as to be misleading or tend to confuse or defraud the public.
- E. The Taxicab Administrator or his/her designee, following a hearing, or if the use of the Taxicab by Franchisee constitutes an immediate threat to the health and safety of the public prior to a hearing, provided a post-impoundment hearing is held soon thereafter, is authorized to impound and retain possession of any vehicle used in violation of the Ordinance of SSG until such time as the provisions of Government Code section 53075.9, as it may be amended from time to time, are satisfied.
- F. Any person operating or dispatching a vehicle in violation of this section is subject to citation.
- G. In addition to any other penalties provided by the Ordinance of SSG, following a hearing pursuant to section 1.256, if a violation of this Ordinance of SSG is found, fines may be imposed as follows:
  - 1. Five Thousand Dollars (\$5,000) for each violation; and,
  - 2. An amount sufficient to cover the reasonable expense of investigation incurred by SSG.

**Section 1.130     Rules, Regulations and Fees**

- A. The Taxicab Administrator shall promulgate regulations to implement the Ordinance of SSG which shall become effective upon review and approval by the Board of SSG.
- B. The Board of Directors shall have the authority to adopt a schedule of fees to be charged to any applicant, permittee or prospective permittee in connection with activities of SSG under the Ordinance of SSG.

**Section 1.140     Use of Toplight**

- A. Each Taxicab shall have permanently affixed to the top of the Taxicab an operable Toplight. The lights of the Toplight shall be connected to the Taximeter so that the Toplight clearly indicates when the Taximeter is in operation.

**Section 1.150     Information Display**

- A. Every Taxicab shall display an information card in full view of the passenger compartment. The information card, which shall be approved by the Taxicab Administrator, shall bear the Owner's name or the corporate or fictitious name under which the Owner operates, the business address and telephone number of the Owner, the Franchisee's name or the fictitious name under which the Franchisee operates, the business address and telephone number of the Franchisee, and the rates, including any surcharges, to be charged for the vehicle.
- B. In addition to the information card, every Taxicab shall display a rate card in full view of all passengers. The rate card shall state all of the following: a) the maximum hourly, base, per mile or other rate set by SSG; and, b) the Hourly Rate, the Rate per Mile and the Base Rate or other rate charged by the Franchisee.
- C. The information contained in both the information and rate cards shall be printed in type not smaller than twelve (12) point font.

**Section 1.160     Identification Display**

In addition to the posted rate, every Taxicab shall have conspicuously displayed on both sides of the vehicle the name of the Franchisee, or the Corporate or fictitious name under which the Franchisee operates, the Franchisee's (or company's) telephone number, and the cab or vehicle number.

**Section 1.170     Route – Number of Passengers**

- A. Every Driver who is engaged to carry passengers shall take the most direct route possible that will carry the passengers safely and expeditiously to their destinations, unless otherwise directed by a passenger. A Driver shall not refuse a dispatch call or other request for Taxicab service unless the Driver has a legitimate fear for his or her safety or is otherwise engaged by a passenger.
- B. When a Taxicab is engaged, the person engaging the Taxicab shall have the exclusive right to the full and complete use of the passenger compartment, and it shall be unlawful for the Driver to solicit or carry additional passengers unless authorized by the person engaging the Taxicab.
- C. The Driver of a Taxicab may transport two or more passengers who voluntarily agree to share the vehicle from the same pickup point to one discharge point. A passenger who first engages a Taxicab has the exclusive right to conveyance therein to his/her desired destination and the Driver may not solicit additional passengers without the express permission of the first passenger.



- D. For the purposes of this subsection, the term “adult passengers” is defined as a person age thirteen (13) years or older. The number of adult passengers which may be carried in a Taxicab shall be limited to the seating capacity of the vehicle as specified by the manufacturer. The number of passengers consisting of adults plus children (age twelve (12) years or less) which may be carried in a Taxicab shall be limited to adult seating capacity of the vehicle as specified by the manufacturer plus one. No person shall be carried in a Taxicab who is required to share in any way the seating space occupied by another, nor shall any person be carried who is required to occupy a space in or on the Taxicab which is not a seat.
- E. In no event shall the number of passengers carried interfere with compliance with, and the Franchisee and the Driver shall comply with, Vehicle Code sections 27315 and 27360 and any subsequently enacted state law concerning the use of seat belts and child passenger seat restraints.

**Section 1.180     Taximeter – Accuracy**

- A. It shall be the duty of every Franchisee to at all times keep the Taximeter registered with SSG for use in each vehicle accurate. Only one Taximeter shall be used in each vehicle and it shall be permanently affixed and calibrated solely to the rate posted on the exterior of the vehicle and registered with SSG. It shall be certified as to its accuracy for operation in the vehicle in which it is registered by the County of Riverside in accordance with County requirements and a certificate to that effect shall be kept available for inspection in the Taxicab. The Taximeter shall be subject to inspection from time to time by SRA, by any peace officer or by any employee of the Riverside County Department of Weights and Measures. SRA is authorized, in its discretion, or upon information received from any peace officer, or upon the complaint of any person, to investigate the Taximeter and to remove or cause to be removed from the streets of the jurisdiction of SSG any Taxicab upon discovery of a faulty or inaccurate Taximeter, until the Taximeter has been correctly adjusted and evidence of its accuracy has been presented to the Taxicab Administrator.
- B. It is unlawful to install a Taximeter onto a vehicle, other than the vehicle to which it is registered with SSG, without complying with the following:
  - 1. Presentation of the Taximeter for a final out of service reading concurrent with its removal from the previous vehicle;
  - 2. Calibration and certification of the Taximeter for use in the vehicle to which it is to be transferred;

3. Registration with SSG of the Taximeter with the corresponding vehicle to which it is to be transferred; and,
4. Presentation of the vehicle and Taximeter for an initial Taximeter reading prior to operation of the vehicle to which the Taximeter has been transferred.

**Section 1.190     Taximeter – Use**

All Taxicabs must base their charges on Taximeters. All Taximeters shall be placed so that the reading dial showing the amount to be charged is well lighted and readily discernable by the passenger(s) riding in the Taxicab. Nothing contained in this section shall be construed to prohibit a Taxicab from charging a discounted rate from that appearing on the Taximeter; however, the Taximeter must have been engaged during the entire trip up to the time of its conclusion.

**Section 1.200     Taximeter – Misuse**

- A. It is unlawful for any Driver, while carrying one or more passengers, to:
  1. fail to activate the Taximeter as if the Taxicab is not employed; or,
  2. fail to deactivate the Taximeter at the termination of each and every service; or,
  3. activate the Taximeter when the Taxicab is not either actually carrying one or more passengers, except that the Driver may activate the Taximeter in the event that he or she has been engaged to carry baggage or run an errand.
- B. It is unlawful for any Driver, upon initial engagement of a Taxicab for service by a passenger(s), to fail to activate the trip counter of the Taximeter so as to cause the Taximeter to register a Surcharge.

**Section 1.210     Receipt for Fare**

It is unlawful for the Driver, upon receiving full payment of a fare, to refuse to give a receipt upon the request of any passenger making the payment.

**Section 1.220     Street Stands**

Each of the member cities and the county shall have the power of decision as to whether Street Stands may be located within its boundaries and if so their location or locations. The following provisions shall apply to any Street Stand:

- A. Taxicabs may stand while awaiting employment at any properly approved Street Stand in accordance with the requirements of this Ordinance and such regulations as may be adopted by SSG.

- B. No more than three Taxicabs may be engaged in standing at a Street Stand at any one time.
- C. While at a Street Stand, a Taxicab shall not ordinarily have its engine running unless necessary to control the interior temperature of the Taxicab, and then only to the extent necessary.

**Section 1.225 Exclusive Arrangements Between Franchises and Venues Concerning Taxicab Trips Prohibited**

No Franchisee nor representative of a Franchisee, including any Driver or agent acting on behalf of a Franchisee, shall make arrangements in exchange for compensation for exclusive or preferential service rights with any venue, business establishment or public transportation facility within the jurisdiction of SSG which generates Taxicab transportation service trips.

**Section 1.230 Operation by Other Than Franchisee**

No Taxicab operated under a Franchise shall be operated by anyone but an employee or independent contractor of a Franchisee duly licensed and permitted to drive a Taxicab.

**Section 1.240 Rates**

- A. The Board of Directors, by resolution, shall establish, and thereafter may modify, increase, or decrease, the maximum rates to be charged for the transportation of Taxicab passengers.
- B. No Taxicab operating in the jurisdiction of SSG may charge a rate in excess of any maximum rate established by SSG. Maximum rates may be adjusted annually by resolution of the Board of Directors.
- C. Franchisee may charge a rate that is less than the maximum rate set by SSG. Only one base, hourly, mileage or other rate may be charged by a Franchisee and such rates shall be uniform for all vehicles operated under a Franchise regardless of the location of the trip origination or destination within the jurisdiction of SSG.
- D. Every Taxicab shall clearly display on the exterior of the vehicle the Base Rate, the rate charged per mile for its usage, the Hourly Rate and any additional rate charged by an airport or other jurisdiction.

**Section 1.245 Surcharges**

- A. A "Surcharge" is hereby imposed by SSG to recover the costs of administration and enforcement of the Ordinance of SSG.

- B. When a Taxicab is initially engaged for service by a passenger or passengers, a Surcharge shall be and hereby is imposed as a part of the fare of the vehicle in accordance with the regulations adopted pursuant to this Ordinance.
- C. No Taxicab shall be operated within the jurisdiction of SSG unless it is equipped with a Taximeter with a properly functioning trip counter that registers the total number of times that the Taxicab is initially engaged for hire. SSG shall provide a seal for each Taximeter to ensure against tampering with the trip counter. All Taxicabs must be presented to SSG for periodic readings of the Taximeter trip counter for the purpose of determining the number of times that the Taxicab has been engaged for hire and the amount of Surcharge associated therewith. Surcharges shall be billed to the Franchisee.
- D. The Board of Directors, by resolution, shall establish, and thereafter may modify, increase, or decrease the Surcharge to be charged for the transportation of Taxicab passengers as needed to recover the costs of administration and enforcement of this Ordinance.
- E. At least annually, the Board of Directors shall review the amount of Surcharge to be charged for the transportation of Taxicab passengers for the purpose of modifying, increasing, or decreasing the Surcharge needed to recover the costs of administration and enforcement of this Ordinance.
- F. In the event that a Franchisee fails to present all of the vehicles operated under the Franchise for periodic readings to SSG, the Franchise shall be suspended and a penalty of Fifty Dollars (\$50) per day per vehicle operated under the Franchise is hereby imposed. The Taxicab Administrator may, in his or her discretion, reduce the amount of any penalties imposed under this section.
- G. In the event that Franchisee fails to pay all Surcharges within thirty (30) days after delivery of the bill, the Franchise shall be suspended and a penalty of Fifty Dollars (\$50) per day per vehicle operated under the Franchise is hereby imposed. The Taxicab Administrator may, in his or her discretion, reduce the amount of any penalty imposed under this section.

**Section 1.247      Obligation to Report Changes in Lease Rates and Other Pass-Through Charges**

All Franchisees shall report any change in lease rate, insurance, charge, Surcharge or other pass-through fee a Franchisee charges ("Pass-Through Charges") to one or more of its Taxicab Drivers within five (5) days of the imposition of the fee. Such Pass-Through Charges expressly include but are not limited to Taxicab lease

rates charged to Drivers, Taxicab insurance rates, Taxicab maintenance costs, fuel costs, and all other costs or charges passed on to the Taxicab Driver.

**Section 1.250     Enforcement**

- A. Any violation of one or more of the provisions of the Ordinance of SSG shall constitute a public nuisance that may be remedied by injunction.
- B. SSG shall be entitled to recover all attorneys fees and costs incurred in the filing or prosecution of any action brought to enforce the provisions of the Ordinance of SSG or the regulations promulgated pursuant thereto.

**Section 1.255     Penalties**

- A. Except as otherwise specifically provided in the Ordinance of SSG, a civil penalty of One Hundred Dollars (\$100) is hereby imposed for each separate violation of the Ordinance of SSG or of any regulation adopted to implement it on a per vehicle per day basis. If the violation is continuing in nature, the civil penalty shall be One Hundred Dollars (\$100) per vehicle per day for each day during which the violation continues.
- B. A civil penalty of One Thousand Dollars (\$1,000) is hereby imposed for the following:
  - 1. Failure to present any vehicle for the vehicle safety inspections required under section 1.070 on or before the date upon which the inspection is due;
  - 2. Tampering with any Riverside County Weights & Measures or SSG applied Taximeter seal;
  - 3. Failing to present a vehicle to SSG for inspection of the Taximeter trip counter prior to taking the vehicle out of service in accordance with the regulations adopted pursuant to the Ordinance of SSG;
  - 4. Returning a vehicle to service without first presenting the vehicle to SSG for inspection of the Taximeter trip counter in accordance with the regulations adopted pursuant to the Ordinance of SSG;
  - 5. Any failure to comply with the provisions of section 1.180 B. related to the transfer of Taximeters from one vehicle to another.
- C. The civil penalties provided for herein may be recovered in any action brought to enforce the Ordinance of SSG and the regulations adopted to implement it.
- D. The penalties provided under subsection A above shall be increased to Two Hundred Dollars (\$200) for a second violation of the Ordinance of

SSG within a year and shall be increased to Five Hundred Dollars (\$500) for a third violation of the Ordinance of SSG within a year. A violation of any provision of the Ordinance of SSG which provides for a One Thousand Dollar (\$1,000) penalty shall be counted as a violation to determine if any subsequent violation within a year is a second or third violation as provided under this subsection.

**Section 1.256     Administrative Appeal Hearings – In General**

Any person aggrieved by any determination under section 1.110, section 3.070, or any other provision of the Ordinance of SSG shall be entitled to appeal that decision as provided for herein.

- A. A request for hearing must be made within ten (10) days following delivery of notice of the decision which is challenged by delivering the request for hearing at the administrative offices of SSG together with:
  - (i) An advance deposit of any fine or a notice of request for an Advance Deposit Hardship Waiver pursuant to section 3.080; and,
  - (ii) Payment of an Appeal Fee as established by resolution of the Board of Directors.
  
- B. Upon satisfaction of the foregoing, SRA shall set a hearing within thirty (30) days of delivery of the request for hearing, or as soon thereafter as reasonably practical. The General Manager of SSG shall appoint a hearing officer.
  - (i) If the appeal is of: (1) a decision to deny, suspend, revoke or terminate a permit or franchise; or (2) an administrative fine or penalty imposed pursuant to an administrative citation in excess of Two Thousand Dollars (\$2,000), the General Manager shall refer the matter to a retired judge or an administrative law judge with the California State Office of Administrative Law Judges unless the parties agree otherwise.
  - (ii) If the appeal is of a decision to impose a(n) administrative fine(s) or penalty(ies) pursuant to an administrative citation whose total is less than Two Thousand Dollars (\$2,000), the General Manager of SSG shall refer the matter to an agency employee who shall serve as the hearing officer. The employee shall not have any communication with the Taxi Administrator regarding the case unless the defendant is present. Nor shall the employee/hearing officer have had any input into the decision being appealed.
  
- C. SSG shall notify the appealing party of the time and date for the hearing, which notice shall delivered at least fifteen (15) days prior to the hearing.

- D. The hearing officer shall conduct an administrative hearing which allows SRA and the appealing party to be represented by an attorney, to present evidence related to the alleged violations, to cross-examine witnesses who have testified, and to argue their positions. The administrative hearing shall be informal and technical rules of evidence, including but not limited to the hearsay rule, shall not apply. Oral testimony received at the hearing shall be taken only on oath, affirmation, or penalty of perjury. The right to cross-examine witnesses shall not preclude the introduction and consideration of written statements whether made under oath or not. The proceedings shall be recorded or otherwise preserved. It is the intent of SSG that hearing officers allow wide latitude in introduction of evidence and the holdings and discussions concerning informality of hearings and relaxed rules of evidence set forth in *Mohilef v. Janovici* (1986) 56 Cal.App.4th 310 apply to the fullest extent to all hearings conducted under this and any other Ordinance of SSG.
- E. If the appealing party fails to appear, the hearing officer may conduct the hearing in the party's absence and/or may render a decision to dismiss the matter.
- F. After consideration of the evidence presented by all parties, the hearing officer shall render a written decision which sets forth a statement of the case, any relevant findings of fact to support the decision, and administrative enforcement order. If the hearing officer finds one or more of the alleged violations has been committed, he or she may suspend, revoke, or terminate any permit or franchise and/or impose administrative monetary penalties in accordance with the limits set forth in the Ordinance of SSG. In determining whether to suspend or revoke any permit or franchise or to impose administrative monetary penalties, the hearing officer shall take into consideration the gravity of the violation, the entire record of the party requesting the hearing, and the harm threatened to the public by the violation.
- G. The decision of the hearing officer shall be final and the party requesting the hearing shall be notified in writing of the decision of the hearing officer. Such decision shall be delivered within fifteen (15) days from the date the hearing is concluded.
- H. Any review of a decision by the hearing officer brought pursuant to an administrative citation shall be governed by the provisions of Government Code section 53069.4. Review of any other final decision under this Ordinance shall be governed by Code of Civil Procedure section 1094.5, *et seq.*

**Section 1.259      Criminal Enforcement and Penalties**

- A.      As an alternative to the provisions of the Ordinance of SSG authorizing enforcement and imposition of monetary penalties through civil actions or administrative proceedings, criminal enforcement may be pursued by SSG at the discretion of the Taxicab Administrator.
- B.      Violations of the Ordinance of SSG shall constitute a misdemeanor.
- C.      RESERVED
- D.      Every misdemeanor violation shall be punishable by a fine not exceeding One Thousand Dollars (\$1,000) or imprisonment not exceeding six (6) months.
- E.      Prosecution of a violation under this section shall not prevent SSG from pursuit of other appropriate civil or administrative remedies.

**Section 1.260      Airports**

Nothing in this Ordinance shall prevent Palm Springs Regional Airport or any other publicly owned airport from regulation of Taxicab access or from charging access/permit fees.

**Section 1.270      Severability**

If any section, subsection, sentence, clause or phrase of the Ordinance of SSG is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance of SSG. The Board of Directors of SSG hereby declares that it would have passed this Ordinance, and each section, subsection, clause, sentence or phrase thereof, irrespective of the fact that any one or more other sections, subsections, clauses, sentences or phrases may be declared invalid or unconstitutional.

**SECTION TWO**

**DRUG AND ALCOHOL TESTING**

**Section 2.010      Scope**

All applicants for a Driver Permit and all licensed Drivers shall submit to and comply with the Ordinance of SSG concerning controlled substances and alcohol testing. Franchisees are responsible for the compliance both of themselves and of their Drivers, officers, employees, and agents, consortia and/or contractors with the requirements of this program.



**Section 2.020     Definitions**

The definitions set forth in section 1.010, as may be amended from time to time, are hereby incorporated by reference into this Ordinance. In addition, as used in this section:

- A.     “Alcohol” shall mean the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol.
  
- B.     “Controlled substances” shall mean cocaine, opiates, amphetamines and phencyclidine and any and all other substances listed in Part 21 (commencing with section 1308.11) of Title 49 of the Code of Federal Regulations, as now enacted or as may be subsequently amended.
  
- C.     “Refuse to Submit” (to a test authorized by the Ordinance of SSG) includes that the Driver (a) fails to keep an appointment to submit to controlled substances and/or alcohol testing as required by the Ordinance of SSG without a valid explanation; (b) fails to provide adequate breath for alcohol testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of the Ordinance of SSG; (c) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of the Ordinance of SSG; or (d) engages in conduct that clearly obstructs the testing process.
  
- D.     “SunLine Supervisor” shall mean an SSG operations supervisor trained to detect whether or not reasonable suspicion exists to require a Driver to submit to controlled substances and/or alcohol testing as provided in the Ordinance of SSG.

**Section 2.030     Rules, Regulations and Fees**

- A.     The Taxicab Administrator shall promulgate regulations to implement the Ordinance of SSG, which shall become effective upon review and approval by the Board of SSG.
  
- B.     The Board of Directors shall have the authority to adopt a schedule of fees to be charged to any applicant, permittee or prospective permittee in connection with the activities of SSG under this Ordinance.

**Section 2.035     Mandatory Controlled Substance and Alcohol Testing Program**

Each Franchisee shall maintain a mandatory controlled substance and alcohol testing certification program conforming to Part 40 of Title 49 of the Code of Federal Regulations and California Government Code section 53075.5. In

addition, each Franchisee shall maintain a written drug and alcohol policy meeting SSG requirements and proof that the Franchisee has implemented a drug and alcohol certification program covering all of its Drivers which meets all of the following requirements:

- A. A contract with a program administrator and authorized lab certified by the U.S. Department of Transportation;
- B. Procedures and components conforming to Part 40 of Title 49 of the Code of Federal Regulations for issuance of permits and permit renewal;
- C. Procedures and components conforming to Part 40 of Title 49 of the Code of Federal Regulations for rehabilitation, return-to-duty and follow-up testing;
- D. Procedures and components for random testing following the U.S. Department of Transportation guidelines, and additional tests as required following accidents, rehabilitation, return-to-service, and other circumstances providing reasonable suspicion to test;
- E. Monthly reports of the random testing component shall be filed with SSG by the program administrator no later than the twentieth (20<sup>th</sup>) day following the end of the previous monthly reporting period; and,
- F. The Franchisee's and the program administrator's records shall be made available to Taxicab Administrator upon request.

**Section 2.040     Tests Required**

All Drivers and all Driver applicants shall be required to submit to the following tests:

- A. Pre-Permit/Employment Testing. As a condition to the issuance of a Driver Permit, the Driver shall undergo testing for controlled substances. A Driver Permit will not be issued to an applicant unless the applicant tests negative for controlled substances. This section shall apply in those cases where a Driver re-applies for a new Driver Permit pursuant to section 1.095.J of the Ordinance of SSG, except the Driver shall also undergo testing for alcohol as provided in subsection B below.
- B. Permit Renewal Testing. As a condition to renewal of a Driver Permit, the Driver shall undergo testing for controlled substances and alcohol. A Driver Permit will not be renewed unless the Driver tests negative for controlled substances and alcohol. A negative test for alcohol means an alcohol screening test showing a breath alcohol concentration of less than 0.02%. No Franchisee shall allow a Driver to operate a Taxicab unless the Driver has received a controlled substances and alcohol test indicating a verified negative result. A certified test in another jurisdiction submitted

in support of an application to renew a permit by SSG shall be accepted as meeting the requirements of SSG if the Driver has not tested positive subsequent to a negative result.

- C. Random Testing. All Drivers shall be subject to a random test for controlled substances and/or alcohol in accordance with SSG rules and regulations concerning random testing and Part 21 (commencing with section 40.1) of the Code of Federal Regulations, as now enacted or as may be subsequently amended. "Random test" shall mean a controlled substances and/or alcohol test performed on not more than 48 hours notice based upon the random selection of a Driver from among the pool of then currently licensed Drivers.
- D. Reasonable Suspicion Testing. "Reasonable suspicion testing" means a controlled substances and/or alcohol test performed when there is a good faith belief, based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the Driver, that indicate that the Driver is under the influence of controlled substances and/or alcohol or has violated one or more of the prohibitions contained in section 2.060 of the Ordinance of SSG. For purposes of this section, reasonable suspicion shall exist only after a SunLine Supervisor or Franchisee has considered the facts and/or evidence in the particular case and agrees that they constitute a finding of reasonable suspicion. After it has been confirmed in writing by the SunLine Supervisor or Franchisee, the facts and/or evidence upon which the reasonable suspicion is based shall be documented in writing. A copy of this writing shall be given to the Driver. In the event that reasonable suspicion testing is performed, the Driver Permit for the Driver so suspected shall be immediately suspended until the results are received and accepted by SSG.

**Section 2.050     When Testing Required**

In addition to requirements for controlled substances and/or alcohol testing as a condition for issuance and renewal of a Driver Permit under section 1.095 and this Ordinance, all Drivers are subject to the following controlled substances and/or alcohol tests upon occurrence of the following events:

- A. Random Testing. All Drivers shall submit to a random controlled substances and/or alcohol test upon not more than 48 hours notice as provided by SunLine rules and regulations.
- B. Reasonable Suspicion Testing. Drivers shall immediately be subject to controlled substances and/or alcohol testing when there is a reasonable suspicion that the Driver is under the influence of controlled substances and/or alcohol or has violated one or more of the prohibitions contained in section 2.060 of the Ordinance of SSG.

**Section 2.060     Prohibited Conduct**

- A. No Driver shall operate a Taxicab while having an alcohol concentration of 0.02% or greater. No Franchisee having actual knowledge that a Driver has an alcohol concentration of 0.02% or greater shall permit the Driver to operate or continue to operate a Taxicab.
- B. No Driver shall operate a Taxicab while the Driver shall have in his or her possession or on his or her person, any bottle, can, or other receptacle containing any alcoholic beverage which has been opened, or a seal broken, or the contents of which have been partially removed. No Franchisee having actual knowledge that a Driver possesses an open container of alcohol in his or her possession or on his or her person may permit the Driver to operate or continue to operate a Taxicab.
- C. No Driver shall consume alcohol while operating a Taxicab. No Franchisee having actual knowledge that a Driver is consuming alcohol while operating a Taxicab shall permit the Driver to operate or continue to operate a Taxicab.
- D. No Driver shall operate a Taxicab within four (4) hours after using alcohol. No Franchisee having actual knowledge that a Driver has used alcohol within four (4) hours shall permit a Driver to operate or continue to operate a Taxicab.
- E. No Driver shall refuse to submit to a controlled substances test and/or alcohol test authorized by the Ordinance of SSG. No Franchisee shall permit a Driver who refuses to submit to such tests to operate or continue to operate a Taxicab.
- F. No Driver shall operate a Taxicab when the Driver uses any controlled substances, except when the use is pursuant to the instructions of a physician who has advised the Driver in writing that the substances do not adversely affect the Driver's ability to safely operate a Taxicab. No Franchisee having actual knowledge that a Driver has used any controlled substances shall permit the Driver to operate or continue to operate a Taxicab. A Franchisee may require the Driver to notify the Franchisee of any therapeutic use of a controlled substance.
- G. No Driver shall operate a Taxicab if the Driver tests positive for controlled substances after submitting to one of the tests authorized by the Ordinance of SSG. No Franchisee having actual knowledge that a Driver has tested positive for controlled substances shall permit the Driver to operate or continue to operate a Taxicab.
- H. Any Franchisee having actual knowledge that a Driver has violated one or more of the above prohibitions shall immediately notify SSG of the violation.

**Section 2.070     Testing Procedures**

- A.     Notice. Franchisee or its program administrator shall provide notice to all Drivers of the requirement that a Driver submit to a controlled substances and/or alcohol test as provided by this Ordinance in accordance with SSG rules and regulations concerning controlled substances and alcohol testing.
  
- B.     Procedures. The Driver shall show a valid California Driver's License at the time and place of testing. Procedures for the tests authorized by the Ordinance of SSG are set forth in SSG rules and regulations concerning controlled substances and alcohol testing and shall be conducted in accordance with the standards and procedures set forth in Part 40 (commencing with section 40.1) of Title 49 of the Code of Federal Regulations, as now enacted or subsequently amended.
  
- C.     A Driver shall only be tested for alcohol pursuant to the Ordinance of SSG at such times as the Driver is driving a Taxicab, just before a Driver is scheduled to drive a Taxicab, or just after the Driver has ceased driving a Taxicab.
  
- D.     Reporting of Test Results. In the case of a self-employed independent Driver, within the meaning of Government Code section 53075.5, the test results shall be reported directly to SSG who shall notify the Franchisee. In all other cases, the test results shall be reported to the Franchisee who has employed or made an offer of employment to the Driver within the meaning of Government Code section 53075.5. The Franchisee shall immediately notify SSG of the results. Failure of a Franchisee to notify SSG of the results of a positive controlled substances and/or alcohol test shall result in the imposition of a monetary penalty in the amount of One Thousand Dollars (\$1,000) and suspension of the Franchise for a period of thirty (30) days. The Taxicab Administrator may, in his or her discretion, reduce the amount of any penalty imposed under this section.
  
- E.     Confidentiality of Test Results. Results of all tests provided for in this Ordinance are confidential and shall not be released without the written consent of the Driver, except as provided in this Ordinance or as otherwise provided by law.

**Section 2.080     Penalties**

- A.     Drivers. Any applicant for a Driver Permit who tests positive for controlled substances shall be denied a Driver Permit. The Driver Permit of any licensed Driver who tests positive for controlled substances and/or alcohol on any permit renewal random or reasonable suspicion test shall be revoked. Except as provided above, a Driver shall be subject to the same enforcement procedures and penalties set forth in sections 1.250

through 1.259, as may be amended from time to time, for any violation of the Ordinance of SSG.

- B. Franchisees. In addition to the specific provisions of this Ordinance, any Franchisee who violates the Ordinance of SSG shall be subject to the same enforcement procedures and penalties set forth in sections 1.250 through 1.259, as may be amended from time to time.

**Section 2.090     Rights of Appeal**

- A. Where an applicant has been denied a Driver Permit on the basis of a positive test result for controlled substances and/or alcohol, the applicant may request a hearing and reconsideration of the denial in accordance with section 1.256 of the Ordinance of SSG and the SSG rules and regulations, as they may be amended from time to time.
- B. Where a Driver Permit has been revoked on the basis of a positive test result for controlled substances and/or alcohol, the Driver may request a hearing and reconsideration of the denial in accordance with section 1.256 of the Ordinance of SSG and the SSG rules and regulations, as they may be amended from time to time.

**Section 2.100     Severability**

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors of SSG hereby declares that it would have passed this Ordinance, and each section, subsection, clause, sentence or phrase thereof, irrespective of the fact that any one or more other sections, subsections, clauses, sentences or phrases may be declared invalid or unconstitutional.

**SECTION THREE**

**ADMINISTRATIVE CITATIONS**

**Section 3.010     Applicability**

- A. This section provides for administrative citations which are in addition to all other legal remedies, criminal or civil, which may be pursued by SSG to address any violation of the Ordinance adopted by SSG for the purpose of regulating Taxicabs and regulations adopted to implement them.
- B. Use of this section shall be at the sole discretion of the Taxicab Administrator of SSG or his/her designee.

**Section 3.020     Enforcement Officer – Defined**

For purposes of the section, “enforcement officer” shall mean the Taxicab Administrator, any Assistant Taxicab Administrator, SSG employee or agent of SSG designated by the Taxicab Administrator with the authority to enforce any provision of the Ordinance of SSG and regulations pertaining to the regulation of Taxicabs in the jurisdiction of SSG.

**Section 3.030     Regulation – Defined**

For purposes of this section, “regulation” shall mean and include the Ordinance of SSG, as presently adopted or amended, and any regulation adopted by or on behalf of SSG that pertains to such Ordinance or otherwise applies to the regulation of Taxicab transportation services by SSG within the jurisdiction of SSG.

**Section 3.040     Administrative Citation**

- A. Whenever an enforcement officer charged with the enforcement of any regulation determines that a violation has occurred, the enforcement officer shall have the authority to issue an administrative citation to any Person responsible for the violation. In instances in which a Driver is cited for a violation, the Franchisee may also be cited pursuant to section 1.030.D.
  
- B. Each administrative citation shall contain the following information:
  - 1. The date of the violation;
  - 2. The address or a definite description of the location where the violation occurred;
  - 3. The section of the regulation violated and a description of the violation;
  - 4. The amount of the fine for the violation;
  - 5. A description of the fine payment process, including a description of the time within which and the place to which the fine shall be paid;
  - 6. An order prohibiting the continuation or repeated occurrence of the violation described in the administrative citation;
  - 7. A description of the administrative citation review process, including the time within which the administrative citation may be contested and the place from which a request for hearing form to contest the administrative citation may be obtained; and,

8. The name and signature of the citing enforcement officer.

**Section 3.050 Amount of Fines**

- A. The amount of the fines for code violations imposed pursuant to the Ordinance of SSG shall be set forth in the schedule of fines established by resolution of SSG.
- B. The schedule of fines shall specify any increased fines for repeat violations of the same code provision by the same person within twelve (12) months from the date of an administrative citation.
- C. The schedule of fines shall specify the amount of any late payment charges imposed for the payment of a fine after its due date.

**Section 3.060 Payment of the Fine**

- A. The fine shall be paid to SSG within thirty (30) days from the date of the administrative citation.
- B. If the fine is challenged by an administrative hearing as set forth in section 1.256 and the hearing officer determines that the administrative citation shall be upheld, then the fine amount on deposit with SSG shall be retained by SSG.
- C. If after a hearing under section 1.256 the hearing officer determines that the administrative citation should be upheld and the fine has not been deposited pursuant to an Advance Deposit Hardship Waiver, the fine shall be due within thirty (30) days of the date the decision of the hearing officer is deposited in the mail. Failure to pay the fine within such period shall result in the suspension of the Driver Permit of the Driver until such time as payment is made.
- D. If after a hearing under section 1.256 the hearing officer determines that the administrative citation should be canceled and the fine was deposited with SSG, then SSG shall promptly refund the amount of the deposited fine, together with interest at the rate of 5% per annum for the period of time that the fine amount was held by SSG.
- E. Payment of a fine under the Ordinance of SSG shall not excuse or discharge any continuation or repeated occurrence of the regulatory violation that is the subject of the administrative citation.

**Section 3.070 Hearing Request**

Any recipient of an administrative citation may contest that there was a regulatory violation or that he or she is the responsible party in accordance with the procedures set forth in section 1.256.



**Section 3.080     Advance Deposit Hardship Waiver**

- A. Any Person or Franchise who intends to request a hearing to contest that there was a regulatory violation or that he or she is the responsible party and who is financially unable to make the advance deposit of the fine as required in section 3.070.A may file a request for an Advance Deposit Hardship Waiver.
- B. The request shall be filed with the SRA on an Advance Deposit Hardship Waiver application form, available from the SRA, within ten (10) days of the date of the administrative citation.
- C. The requirement of depositing the full amount of the fine as described in section 3.060.A shall be stayed unless or until the Taxicab Administrator or Assistant Taxicab Administrator makes a determination not to issue the Advance Deposit Hardship Waiver.
- D. The Taxicab Administrator or Assistant Taxicab Administrator may waive the requirement of an advance deposit set forth in section 3.060.A and issue the Advance Deposit Hardship Waiver only if the cited party submits a sworn affidavit, together with any supporting documents or materials demonstrating to the satisfaction of the Taxicab Administrator or Assistant Taxicab Administrator the person's actual financial inability to deposit with SSG the full amount of the fine in advance of the hearing.

**Section 3.120     Late Payment Charges**

Any person who fails to pay to SSG any fine imposed pursuant to the provisions of the Ordinance of SSG on or before the date that fine is due also shall be liable for the payment of any applicable late payment charges set forth in the schedule of fines. In addition, the permit of the Driver involved may be suspended pending payment.

**Section 3.130     Recovery of Administrative Citation Fines and Costs**

SSG may collect any past due administrative citation fine or late payment charge by use of all available legal means. SSG also may recover its collection costs, including any attorneys fees.

**Section 3.140     Administrative Regulations**

The Taxicab Administrator shall promulgate regulations to implement the Ordinance of SSG, which shall become effective upon review and approval by the Board of SSG.

**PART 2:** This Ordinance shall take effect thirty (30) days from the date of its adoption.

**PART 3:** SunLine Services Group shall certify to the passage and adoption of this Ordinance 2012-01 and shall cause the same to be posted and published in the manner required by law.

PASSED, APPROVED AND ADOPTED by the Board of Directors of SunLine Services Group at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2012.

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert A. Spiegel  
Chairman of the Board of Directors

Date: \_\_\_\_\_

\_\_\_\_\_  
C. Mikel Oglesby  
General Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Carolyn Rude  
Clerk of the Board