



Item #6

DATE: June 1, 2016

TO: Gold Coast Transit District Board of Directors

FROM: Daniel Amaro  
Finance Analyst

SUBJECT: **Consider Approval of a Cooperative Transfer Agreement between the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency (LOSSAN) and GCTD**

## I. EXECUTIVE SUMMARY

The California State Transportation Agency (CalSTA) has awarded the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency (LOSSAN) \$1.675 million in Transit and Intercity Rail Capital Program (TIRCP) grant funds to support the Pacific Surfliner Transit Transfer Program by providing transfer reimbursements to agencies that accept passenger transfers to and from Pacific Surfliner trains. This will allow passengers to transfer more seamlessly to connecting public transit services along the entire Pacific Surfliner route.

LOSSAN has offered GCTD a cooperative transfer agreement whereby GCTD would be reimbursed at a rate equal to its average revenue per boarding for accepting valid Amtrak fare media as transfers on GCTD buses. Currently the number of train riders transferring to GCTD buses is fewer than 100 per month, however it is hoped that this program will encourage more train riders to use GCTD to start or complete their trip.

A finalized agreement between LOSSAN and GCTD is attached to this report. Board of Directors approval is requested to authorize Gold Coast Transit District (GCTD) to execute the necessary agreements to participate in the Pacific Surfliner Transit Transfer Program.

## II. RECOMMENDATION

**RECOMMENDATION:** It is recommended that the Board of Directors authorize the General Manager to approve a Cooperative Transfer Agreement between LOSSAN and GCTD for facilitating transfers between Metrolink and the Pacific Surfliner Intercity Rail Service and GCTD bus service.

Concurrence:

Steven P. Brown  
General Manager

### GOLD COAST TRANSIT DISTRICT

1 **COOPERATIVE AGREEMENT NO. L-6-0013**

2 **BETWEEN**

3 **LOS ANGELES – SAN DIEGO – SAN LUIS OBISPO RAIL CORRIDOR AGENCY**

4 **AND**

5 **GOLD COAST TRANSIT DISTRICT**

6 **FOR**

7 **FACILITATING TRANSFERS BETWEEN PACIFIC SURFLINER INTERCITY RAIL SERVICE AND**

8 **LOCAL TRANSIT SERVICES**

9 **THIS COOPERATIVE AGREEMENT (Agreement)**, is effective as of this 1st day of July, 2016,  
10 by and between the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency, 600 S. Main  
11 St., Orange, California, 92863, a joint powers authority (hereinafter referred to as “LOSSAN AGENCY”),  
12 and the GOLD COAST TRANSIT DISTRICT , 301 East Third Street, a public corporation of the State of  
13 California (hereinafter referred to as " GOLD COAST TRANSIT DISTRICT "), each individually known  
14 as “Party” and collectively known as “Parties”.

15 **RECITALS:**

16 **WHEREAS**, LOSSAN AGENCY is a joint powers authority charged with local management and  
17 oversight of the state-funded, Amtrak-operated Pacific Surfliner intercity rail service between  
18 San Diego, Orange, Los Angeles, Ventura, Santa Barbara and San Luis Obispo counties per the terms  
19 of an interagency transfer agreement with the State of California effective July 1, 2015; and

20 **WHEREAS**, LOSSAN AGENCY and GOLD COAST TRANSIT DISTRICT, both provide public  
21 transportation services operating to, within, or through the six-county, 351-mile Los Angeles – San  
22 Diego – San Luis Obispo rail corridor (hereinafter referred to as “LOSSAN rail corridor”); and

23 **WHEREAS**, Amtrak currently operates 23 daily state-funded Pacific Surfliner intercity trains on  
24 portions of the LOSSAN rail corridor per an operating contract with LOSSAN AGENCY serving 31  
25 stations; and

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1           **WHEREAS**, in the absence of this Cooperative Agreement, passengers purchasing an Amtrak  
2 Pacific Surfliner train ticket and desiring to transfer to GOLD COAST TRANSIT DISTRICT service must  
3 pay a separate fare on GOLD COAST TRANSIT DISTRICT's service; and

4           **WHEREAS**, LOSSAN AGENCY applied for and was awarded a Transit and Intercity Rail  
5 Capital Program grant in the amount of One Million Six Hundred Seventy Five Thousand Dollars  
6 (\$1,675,000) to support a Pacific Surfliner Transit Transfer Program (hereinafter referred to as  
7 "PROGRAM") for a one-year demonstration period; and

8           **WHEREAS**, the Parties desire to enter into this Agreement to facilitate transfers between the  
9 Parties' services and thereby provide greater convenience and mobility for public transportation users in  
10 the region; and

11           **WHEREAS**, LOSSAN AGENCY and GOLD COAST TRANSIT DISTRICT both desire to  
12 provide a fully coordinated public transit service for the benefit of the public, in compliance with Public  
13 Utilities Code Section 130262; and

14           **WHEREAS**, this Agreement defines the specific terms, conditions, and roles and responsibilities  
15 between LOSSAN AGENCY and GOLD COAST TRANSIT DISTRICT only as they relate to the  
16 PROGRAM and no other purpose;

17           **NOW, THEREFORE**, in consideration of their mutual obligations set forth herein, the parties  
18 agree as follows:

19           **ARTICLE 1. COMPLETE AGREEMENT**

20           A. This Agreement, including any attachments incorporated herein and made applicable by  
21 reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this  
22 Agreement between LOSSAN AGENCY and GOLD COAST TRANSIT DISTRICT and it supersedes all  
23 prior representations, understandings, and communications. The invalidity in whole or in part of any  
24 term or condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this  
25 Agreement. The above referenced Recitals are true and correct and are incorporated by reference  
26 herein.

1 LOSSAN AGENCY's failure to insist on any instance(s) of GOLD COAST TRANSIT DISTRICT,  
2 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
3 relinquishment of LOSSAN AGENCY's right to such performance or to future performance of such  
4 term(s) or condition(s), and GOLD COAST TRANSIT DISTRICT's obligation in respect thereto shall  
5 continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon  
6 LOSSAN AGENCY except when specifically confirmed in writing by an authorized representative of  
7 LOSSAN AGENCY by way of a written amendment to this Agreement and issued in accordance with  
8 the provisions of this Agreement.

9 B. GOLD COAST TRANSIT DISTRICT's failure to insist on any instance(s) of LOSSAN  
10 AGENCY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a  
11 waiver or relinquishment of GOLD COAST TRANSIT DISTRICT's right to such performance or to future  
12 performance of such term(s) or condition(s), and LOSSAN AGENCY's obligation in respect thereto shall  
13 continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon  
14 GOLD COAST TRANSIT DISTRICT except when specifically confirmed in writing by an authorized  
15 representative of GOLD COAST TRANSIT DISTRICT by way of a written amendment to this  
16 Agreement and issued in accordance with the provisions of this Agreement.

17 **ARTICLE 2. SCOPE OF AGREEMENT**

18 This Agreement specifies the roles and responsibilities of the Parties as they pertain to the  
19 PROGRAM. Both LOSSAN AGENCY and GOLD COAST TRANSIT DISTRICT agree that each will  
20 cooperate and coordinate with the other in all activities covered by this Agreement and any other  
21 supplemental agreements that may be required to facilitate purposes thereof.

22 **ARTICLE 3. RESPONSIBILITIES OF LOSSAN AGENCY**

23 LOSSAN AGENCY agrees to the following responsibilities for PROGRAM:

24 1. LOSSAN AGENCY shall pay complete and accurate invoices submitted by GOLD  
25 COAST TRANSIT DISTRICT on a quarterly basis within 30 days of receipt of the invoice.

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1           **ARTICLE 4. RESPONSIBILITIES OF GOLD COAST TRANSIT DISTRICT**

2           GOLD COAST TRANSIT DISTRICT agrees to the following responsibilities for PROGRAM:

3           1.       Commencing as of the date of this Agreement, GOLD COAST TRANSIT DISTRICT  
4 shall honor valid Amtrak Pacific Surfliner fare media for a single one-way boarding on its connecting  
5 transit services originating from, or destined to, a Pacific Surfliner station on the routes identified in  
6 Exhibit A, under the following conditions:

7                   a.   One-way and round-trip Amtrak Pacific Surfliner paper and electronic tickets valid  
8                   for the same calendar date of travel will be honored as valid fare media for one-way  
9                   boardings on GOLD COAST TRANSIT DISTRICT service to or from a Pacific  
10                  Surfliner station.

11                  b.   Valid ten-trip and monthly Amtrak Pacific Surfliner tickets will be honored as valid  
12                  fare media for one-way boardings on GOLD COAST TRANSIT DISTRICT service to  
13                  or from a Pacific Surfliner stations.

14                  c.   GOLD COAST TRANSIT DISTRICT shall be reimbursed as provided herein based  
15                  on the average fare for a one-way trip on its transit service, as indicated in Exhibit A.

16                  d.   For purposes of counting transferring passengers, the number of passengers  
17                  transferring to GOLD COAST TRANSIT DISTRICT service from a Pacific Surfliner  
18                  train, or to a Pacific Surfliner train from GOLD COAST TRANSIT DISTRICT service  
19                  shall be defined as the number of transferring passengers from whom no fares were  
20                  collected by GOLD COAST TRANSIT DISTRICT service due to presentation of a  
21                  valid Amtrak Pacific Surfliner paper or electronic ticket.

22           2.       GOLD COAST TRANSIT DISTRICT shall track the number of passengers transferring  
23 to GOLD COAST TRANSIT DISTRICT services using a valid Pacific Surfliner ticket utilizing ridership  
24 counts conducted by GOLD COAST TRANSIT DISTRICT operators via GFI Farebox Key Designation.  
25 Bus operators will press the designated key on the farebox to count each valid LOSSAN boarding.  
26 Staff will produce a GFI report showing total boarding's by GFI Key 8.

1           3.     GOLD COAST TRANSIT DISTRICT shall submit quarterly invoices to LOSSAN  
2 AGENCY for reimbursement for all recorded transfers using a Pacific Surfliner ticket. Each invoice shall  
3 include the following information:

- 4           a. Agreement Number L-6-0013;
- 5           b. The time period covered by the invoice;
- 6           c. The number of transfers recorded and the reimbursement rate specified in Exhibit A;
- 7           d. Itemized expenses including support documentation incurred during the billing period;
- 8           e. Invoice Certification signed by an authorized representative of GOLD COAST  
9           TRANSIT DISTRICT;

10           Certification statement shall be as follows:

11                     "I hereby certify that invoice(s) dated \_\_\_\_\_ for the period covering \_\_\_\_\_  
12                     to \_\_\_\_\_ are true, complete and correct statements of reimbursable costs  
13                     and progress. The backup information included with the invoices is true,  
14                     complete and correct in all material aspects. All payments due and owing to  
15                     subcontractors and suppliers have been made, if applicable. Timely  
16                     payments will be made to subcontractors and suppliers from proceeds of the  
17                     payment covered by the certification, if applicable. The invoices do not  
18                     include any amounts which (Insert Name of the firm) intends to withhold or  
19                     retain from a subcontractor or supplier unless so identified on the invoices, if  
20                     applicable."

- 21           f. Invoices shall be submitted to:  
22                 Accounts Payable  
23                 LOSSAN Rail Corridor Agency  
24                 600 S. Main St.  
25                 Orange, CA 928638.
- 26           g. Such other information as requested by LOSSAN.

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2 **ARTICLE 5. MUTUAL RESPONSIBILITIES**

3 1. Disagreements concerning the number of passengers transferring between Pacific  
4 Surfliner and GOLD COAST TRANSIT DISTRICT services shall be resolved by making a good faith  
5 effort to create a joint survey team, to include representatives of both LOSSAN AGENCY and GOLD  
6 COAST TRANSIT DISTRICT whose task would be to conduct a passenger survey to verify transfer  
7 rates.

8 2. Each party shall cooperate in the dissemination of information to the public regarding the  
9 PROGRAM and the services offered by the other party, including, but not limited to, printed collateral  
10 materials at stations and onboard transit and rail vehicles, social media posts, digital marketing, and  
11 on-board announcements.

12 3. Each party shall notify the other within thirty (30) days in advance of adopting any fare  
13 changes that might affect reimbursement rates or any aspect of transfer privileges.

14 **ARTICLE 6. DELEGATED AUTHORITY**

15 The actions required to be taken by GOLD COAST TRANSIT DISTRICT in the implementation of this  
16 Agreement are delegated to its Accounting Department, or designee, and the actions required to be  
17 taken by LOSSAN AGENCY in the implementation of this Agreement are delegated to LOSSAN  
18 AGENCY's Managing Director or designee.

19 **ARTICLE 7. MAXIMUM OBLIGATION**

20 Notwithstanding any provisions of this Agreement to the contrary, LOSSAN AGENCY and  
21 GOLD COAST TRANSIT DISTRICT mutually agree that LOSSAN AGENCY's maximum cumulative  
22 payment obligation hereunder shall be Twenty Thousand Dollars (\$20,000), unless agreed to and  
23 amended by both Parties.

24 **ARTICLE 8. AUDIT AND INSPECTION**

25 GOLD COAST TRANSIT DISTRICT shall maintain a complete set of records in accordance  
26 with generally accepted accounting principles. Upon reasonable notice, GOLD COAST TRANSIT

1 DISTRICT shall permit the authorized representatives of the LOSSAN AGENCY to inspect and audit all  
2 work, materials, books, accounts, and other data and records of GOLD COAST TRANSIT DISTRICT  
3 related to PROGRAM for a period of four (4) years after final payment, or until any on-going audit is  
4 completed. For purposes of audit, the date of completion of this Agreement shall be the date of  
5 LOSSAN AGENCY's payment of LOSSAN AGENCY final billing (so noted on the invoice) under this  
6 Agreement. LOSSAN AGENCY shall have the right to reproduce any such books, records, and  
7 accounts. The above provision with respect to audits shall extend to and/or be included in contracts with  
8 GOLD COAST TRANSIT DISTRICT contractor.

9 **ARTICLE 9. INDEMNIFICATION**

10 A. To the fullest extent permitted by law, LOSSAN AGENCY shall defend (at LOSSAN  
11 AGENCY's sole cost and expense with legal counsel reasonably acceptable to GOLD COAST  
12 TRANSIT DISTRICT, indemnify, protect, and hold harmless GOLD COAST TRANSIT DISTRICT, its  
13 officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any  
14 and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards,  
15 settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney  
16 fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of  
17 persons (LOSSAN AGENCY's employees included), for damage to property, including property owned  
18 by GOLD COAST TRANSIT DISTRICT, or from any violation of any federal, state, or local law or  
19 ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of LOSSAN  
20 AGENCY, its officers, directors, employees or agents in connection with or arising out of the  
21 performance of this Agreement.

22 B. To the fullest extent permitted by law, GOLD COAST TRANSIT DISTRICT shall defend  
23 (at GOLD COAST TRANSIT DISTRICT sole cost and expense with legal counsel reasonably  
24 acceptable to LOSSAN AGENCY), indemnify, protect, and hold harmless LOSSAN AGENCY, its  
25 officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any  
26 and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards,



1 settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney  
2 fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of  
3 persons GOLD COAST TRANSIT DISTRICT 's employees included), for damage to property, including  
4 property owned by LOSSAN AGENCY, or from any violation of any federal, state, or local law or  
5 ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of GOLD COAST  
6 TRANSIT DISTRICT, its officers, directors, employees or agents in connection with or arising out of the  
7 performance of this Agreement.

8 C. The indemnification and defense obligations of this Agreement shall survive its  
9 expiration or termination.

10 **ARTICLE 10. ADDITIONAL PROVISIONS**

11 A. Term of Agreement: This Agreement shall be effective on July 1, 2016, and shall be in  
12 full force and effect until June 30, 2017, or until grant funds are exhausted.

13 B. Termination: In the event either Party defaults in the performance of their obligations  
14 under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party  
15 shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other  
16 Party.

17 C. Termination for Convenience: Either Party may terminate this Agreement for its  
18 convenience by providing thirty (30) days' prior written notice of its intent to terminate for convenience to  
19 the other Party.

20 D. LOSSAN AGENCY and GOLD COAST TRANSIT DISTRICT shall comply with all  
21 applicable federal, state, and local laws, statues, ordinances and regulations of any governmental  
22 authority having jurisdiction over the PROJECT.

23 E. Legal Authority: LOSSAN AGENCY and GOLD COAST TRANSIT DISTRICT hereto  
24 consent that they are authorized to execute this Agreement on behalf of said Parties and that, by so  
25 executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

26 F. Severability: If any term, provision, covenant or condition of this Agreement is held to be

1 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the  
2 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or  
3 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4 G. Counterparts of Agreement: This Agreement may be executed and delivered in any  
5 number of counterparts, each of which, when executed and delivered shall be deemed an original and  
6 all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

7 H. Force Majeure: Either Party shall be excused from performing its obligations under this  
8 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable  
9 cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God;  
10 commandeering of material, products, plants or facilities by the federal, state or local government;  
11 national fuel shortage; or a material act or omission by the other Party; when satisfactory evidence of  
12 such cause is presented to the other Party, and provided further that such nonperformance is  
13 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

14 I. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties,  
15 or authority hereunder may be assigned in whole or in part by either Party without the prior written  
16 consent of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be  
17 deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to  
18 any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

19 J. Governing Law: The laws of the State of California and applicable local and federal  
20 laws, regulations and guidelines shall govern this Agreement. Venue for any action arising out of this  
21 Agreement shall be Orange County, California.

22 K. Litigation fees: Should litigation arise out of this Agreement for the performance thereof,  
23 the court shall award costs and expenses, including attorney's fees, to the prevailing party.

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L. Notices: Any notices, requests, or demands made between the Parties pursuant to this Agreement are to be directed as follows:

To GOLD COAST TRANSIT DISTRICT	To LOSSAN RAIL CORRIDOR AGENCY
Transit Agency Name	LOSSAN Rail Corridor Agency
301 East Third Street Oxnard, CA 93030-6048	600 South Main Street P.O. Box 14184 Orange, CA 92863-1584
Attention:  Name: Lili Marlene Tomen  Title: Accounting Manager	Attention:  Name: Michael Litschi  Title: Deputy Director  Cc: Jason Jewell, Finance and Administration Manger
Phone: (805) 483-3959 X132 E-mail: LTomen@goldcoasttransit.org	Phone: (714) 560 – 5581 E-mail: mlitschi@octa.net

This Agreement shall be made effective upon execution by both Parties.

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6 **IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement No. L-6-0013 to be  
7 executed on the date first written above.

8 **GOLD COAST TRANSIT DISTRICT**

**LOSSAN RAIL CORRIDOR AGENCY**

9  
10 By: \_\_\_\_\_  
11 Steven P. Brown  
12 General Manager

By: \_\_\_\_\_  
Jennifer Bergener  
Managing Director

13 **APPROVED AS TO FORM**

**APPROVED AS TO FORM:**

14  
15 By: \_\_\_\_\_  
16 Steven C. DeBaun  
17 General Counsel

By: \_\_\_\_\_  
James M. Donich  
General Counsel

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

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

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24 Exhibit A:  
25 Scope of Services  
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## EXHIBIT A Scope of Services

### SERVICES HONORING AMTRAK PACIFIC SURFLINER TICKETS AS OF July 1 2016

As per Cooperative Agreement between LOSSAN Rail Corridor Agency (LOSSAN AGENCY), and GOLD COAST TRANSIT DISTRICT, GOLD COAST TRANSIT DISTRICT shall be reimbursed at the rate stated in Table 1 below for each boarding using a valid Pacific Surfliner ticket.

GOLD COAST TRANSIT DISTRICT shall accept valid Amtrak Pacific Surfliner paper and electronic tickets for a single one-way boarding on all fixed-route bus service, excluding none, and will be reimbursed on routes/lines listed below that provide connecting service to and from Pacific Surfliner station(s).

**Table 1**

Station	Route Name/Number	Reimbursement Rate Per Boarding (Based on FY 14/15 average fare)
Oxnard	All routes	\$0.91

LOSSAN AGENCY

\_\_\_\_\_  
Jennifer Bergener  
Managing Director

\_\_\_\_\_  
Date

GOLD COAST TRANSIT DISTRICT

\_\_\_\_\_  
Steven P. Brown  
General Manager

\_\_\_\_\_  
Date

Distribution: 04-27