



July 11, 2018

Item #10

TO: GCTD Board of Directors

FROM: Daniel Amaro *DA*
Finance Manager

RE: Consider Authorizing the General Manager to Enter into a Cooperative Agreement Between GCTD and the Ventura County Transportation Commission (VCTC) for the College Easy Ride Fare Promotion Pilot Program

I. EXECUTIVE SUMMARY

VCTC has proposed the College Easy Ride Fare Promotion Pilot Program to be funded by the California Low Carbon Transit Operations Program (LCTOP) from funds generated by the state's Cap-and-Trade program. The purpose of this Cooperative Agreement is for VCTC to provide reimbursement for the use of GCTD services by students currently enrolled in eligible Ventura County colleges and universities. Eligible Schools include California State University Channel Islands, the Ventura County Community College District schools (Oxnard College, Ventura College and Moorpark College) and California Lutheran University.

The term of this Agreement is effective August 1, 2018 through June 30, 2019. The Agreement can be extended to June 30, 2020 or beyond through written approval between the VCTC Executive Director and GCTD's General Manager. The Agreement may be terminated by either party with a 30-day written notification.

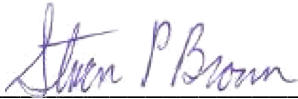
The program will allow passengers to board GCTD buses using the passenger's individual student identification card from the eligible school. GCTD shall record the ridership data by route for each eligible school boarding. The per-route boarding data will be provided to VCTC as backup for GCTD's monthly invoice. VCTC shall reimburse GCTD \$1.10 for each trip submitted.

A copy of the proposed agreement is attached for your information.

II. SUMMARY AND RECOMMENDATIONS

IT IS RECOMMENDED that the Board of Directors authorize the General Manager to enter into a cooperative agreement between GCTD and VCTC for the College Easy Ride Fare Promotion Pilot Program.

Concurrence:



Steven P. Brown
General Manager

Reimbursement Agreement for Transit Providers

AGREEMENT BETWEEN VCTC AND VENTURA COUNTY TRANSIT OPERATORS

For good and sufficient consideration, the receipt of which is hereby acknowledged, this Agreement is made and entered into by and among **the Ventura County Transportation Commission (VCTC)** and the **Participating Transit Providers** collectively referred to herein as the "AGENCIES."

Section 1: Purpose

The purpose of this Agreement is for the VCTC to cooperatively provide reimbursement for the use of AGENCIES' services by Enrolled College Students. Enrolled College Students are those individual college and university students currently enrolled at the Eligible Schools. Eligible Schools include the California State University Channel Islands, the Ventura County Community College District, and California Lutheran University.

Section 2: Term

The term of this Agreement is effective August 1, 2018 through June 30, 2019. This Agreement can be extended to June 30, 2020, or an earlier date through written approval by the VCTC Executive Director and the Participating Transit Provider's City Manager/General Manager. The Agreement may be terminated by either party with a 30-day written notification.

Section 3: Operation

The responsibilities of the AGENCIES with respect to the College Ride Pilot Program are as follows:

- **Fare Collection:** The passenger shall provide the transit vehicle operator (driver) the passenger's individual student identification card from the Eligible Schools or the Approved Alternative Fare Media. Approved Alternative Fare Media shall be mutually agreed upon by the AGENCIES prior to acceptance. The collecting AGENCY shall record the ridership data by route for each Eligible School boarding. This data may be captured manually using "Tally Sheets" OR for collected using on-board vehicle technology. The per-route boardings data will be provided as backup to the AGENCIES invoice.
- **Reimbursement:** An accounting invoice listing the number of boardings by Enrolled College Students will be submitted no more than once a month to the VCTC. As backup the Tally Sheets OR original, unedited, and untampered data system reports that accurately reflect the number of times valid Enrolled College Students were provided a passenger trip. The VCTC will reimburse the transit provider agency at a rate of \$1.10 for each trip submitted. The VCTC will provide the reimbursement within thirty days following acceptance of a complete invoice packet (i.e. invoice and tickets). Reimbursement amounts per trip are subject to change if the VCTC adjusts the value of the Enrolled College Student trip, which VCTC may do in its sole discretion. The VCTC shall provide sixty (60) days prior written notice to all transit AGENCIES participating in the program for changes to the reimbursement rate.

Section 4: Beneficiaries of Agreement

This Agreement is for the sole benefit of the parties hereto and no individual, organization, group, firm, or other entity shall have any claim for benefits hereunder.

Section 5: Changes to Agreement

This agreement may only be amended by written agreement signed by all parties.

Section 6: Termination of Agreement

An AGENCY may terminate this Agreement in whole or in part at any time, by provision of thirty (30) days written notice to VCTC and the other AGENCIES, whenever, for any reason, the AGENCY shall determine that such action is in its best interests.

Section 7: Hold Harmless

Each of the AGENCIES (individually when referred to herein as the "Indemnifying Party") shall indemnify, protect, defend and hold the other AGENCY, their officers, employees and agents harmless from all liability, claims or damages arising out of, caused by, or resulting from, the Indemnifying Party's negligence in performing its obligations pursuant to this Agreement.

Section 8: Notices or Notification

Any notice required to be given in writing under this Agreement, or other notifications, shall be given to the parties at the following addresses:

Darren Kettle
VCTC
Executive Director
950 County Square Drive, #207
Ventura, CA 93003

Ventura County Transit Operators (See Exhibit "A")

In witness whereof, the parties hereto have executed this Agreement on the dates stated below.

By: _____

Date: _____

DARREN KETTLE, Executive Director

By: _____ Date: _____

Name: _____

Agency: Gold Coast Transit District