September 4, 2013

TO: Gold Coast Transit Board of Directors

FROM: Steven Brown  
General Manager

SUBJECT: Consider Approval of a Memorandum of Understanding Regarding the City of Oxnard Preparing and Handling NEPA and CEQA Documents for Gold Coast Transit

An important and timely process for the new facility project and to have the federal grant awarded to GCT, is to complete all necessary environmental analysis and documentation. For our desired site at the northwest corner of Auto Center Drive and Paseo Mercado, this will include conducting a National Environmental Planning Act (NEPA) analysis to comply with the federal requirements and allow the FTA to certify the project and officially award the State of Good Repair Grant for $15 million to GCT. Once awarded, the funds can be spent, the purchase of the land can be completed and the design and engineering can start. The California Environmental Quality Act (CEQA) analysis is required for compliance with California laws.

GCT does not have the in-house technical expertise or staff resources to undertake the requisite analysis as the Lead Agency, and we would have to contract this work out. This would require staff to spend significant time developing a Request for Proposals, solicit bids, review bid submittals and award a contract. Our timeline is crucial as we have committed to closing escrow within 12 months of the July 8, 2013 date of the purchase agreement. In addition, we have to have our federal grant awarded prior to September 30, 2014, or the funds will be lost. The City of Oxnard is willing to act as Lead Agency for this project. The City currently has the technical expertise on staff and available through existing contracts, and is able to start work almost immediately on these two tasks.

This MOU addresses the GCT procurement rules and FTA documentation requirements for the arrangement between the City of Oxnard and Gold Coast Transit to ensure a timely and successful completion of the required environmental analyses for the new Gold Coast Transit Maintenance and Operations Facility.

**IT IS RECOMMENDED that the Board of Directors Consider Approval of a Memorandum of Understanding Regarding the City of Oxnard Preparing and Handling NEPA and CEQA Documents for Gold Coast Transit.**
MEMORANDUM OF UNDERSTANDING REGARDING THE CITY OF OXNARD
PREPARING AND PROCESSING NEPA AND CEQA DOCUMENTS
FOR GOLD COAST TRANSIT

This AGREEMENT, hereinafter referred as the "MOU," is made and entered into on this ___
day of ____________, 20__, by and between Gold Coast Transit, a joint powers agency ("GCT")
and The City of Oxnard, a municipal corporation ("CITY"), for the purpose of establishing rights and
responsibilities regarding preparation and processing of certain environmental documents under
the National Environmental Policy Act (NEPA) and the California Environmental Quality Act
("CEQA"), for the project commonly described as Gold Coast Transit Facilities and located at the
Assessor's Parcel Numbers 144-0-141-045, -055 & -075 ("PROJECT"). The final applicable
environmental document will be determined based upon the final Project Description and
appropriate studies required for the environmental analysis, which may include but not be limited to
a Documented Categorical Exclusion, Negative Declaration or Mitigated Declaration or other
appropriate environmental document.

WHEREAS, the CITY is the Lead Agency with the land use and planning jurisdiction for the
PROJECT as it pertains to CEQA;

WHEREAS, the APPLICANT has submitted or will be submitting an application to the CITY
for development of the above-referenced PROJECT;

WHEREAS, the Federal Transit Administration has determined that the PROJECT
necessitates the preparation of a Documented Categorical Exclusion under the NEPA;

WHEREAS, the CITY will determine what type of environmental document the PROJECT
necessitates which is referred to as the (the "ENVIRONMENTAL DOCUMENT");

WHEREAS, the CITY represents and warrants that its staff is qualified, or has retained the
services of qualified Consultants willing and able to provide the services of preparing the
Documented Categorical Exclusion and appropriate Environmental Document described herein;

WHEREAS, the Consultant selected by the City of Oxnard to prepare the Documented
Categorical Exclusion is a professional environmental consultant included on the City of Oxnard's
list of qualified Consultants;

WHEREAS, the GCT and CITY understand and agree that CITY has the primary
responsibility to ensure that the Environmental Document is adequate and that the CITY's review
is for the benefit of the public; generally and not for the benefit of GCT;

WHEREAS, the GCT and CITY understand and agree that CITY has the primary
responsibility to ensure that the all Environmental Documents are adequate;

NOW, THEREFORE, in view of the foregoing, the GCT and CITY do hereby agree as
follows:

I. CERTIFICATIONS

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By executing this MOU:

A. The GCT certifies and acknowledges that it has an ongoing obligation and commitment to the City to disclose all information that is relevant to the environmental consequences of the PROJECT and preparation of the associated ENVIRONMENTAL DOCUMENTS. The APPLICANT further certifies that no relevant information has been or will be omitted or withheld from the City.

B. The City certifies that the consultant conducting the Documented Categorical Exclusion is included on the City’s list of qualified NEPA/CEQA Consultants.

II. APPLICANT’S RIGHTS AND RESPONSIBILITIES

A. Subject to the terms and conditions of this MOU and the City’s Local CEQA Guidelines, the GCT will determine the scope of work and all relevant materials to the City.

B. The APPLICANT shall be responsible for one hundred-percent (100%) of all costs associated with the City’s work on the ENVIRONMENTAL DOCUMENTS and the City’s consultant’s work on the Documented Categorical Exclusion, as set forth by the City’s most current fee policy and resolution. The City shall ensure that costs billed to GCT are fair and reasonable and do not exceed the City’s most current fee policy and resolution.

C. The City shall ensure that any consultant(s) or sub consultant(s) hired in conjunction with the preparation of the ENVIRONMENTAL DOCUMENTS and related to the PROJECT comply with all Federal NEPA laws and guidelines, as well as CEQA laws and guidelines and all relevant terms and conditions set forth in this MOU.

III. EXPIRATION

This MOU shall expire upon any of the following:

A. The PROJECT and all the ENVIRONMENTAL DOCUMENT becomes final by decision of the authorized City decision-maker, all appeal timelines have expired, and all legal challenges associated with the PROJECT and the CEQA DOCUMENT have been finally adjudicated and the Documented Categorical Exclusion becomes final by decision of the Federal Transit Administration, all appeal timelines have expired, and all legal challenges associated with the PROJECT and the Documented Categorical Exclusion have been finally adjudicated; or

B. The PROJECT is withdrawn or denied and all appeal timelines have expired; or

C. Written notice from the GCT to the City terminating the MOU. Expiration of the MOU does not relieve the parties of their responsibilities under the MOU for activities that took place prior to the expiration date.
IN WITNESS WHEREOF, the APPLICANT and the City have caused this Agreement to be executed. Further, the CCT under penalty of perjury agrees that all documents submitted to the City shall be in conformance with all requirements set forth in this MOU.

ATTEST:

FOR GOLD COAST TRANSIT,
A joint powers agency:

Dated: ____________________

__________________________
General Manager

FOR THE CITY OF OXNARD,
a municipal corporation

Dated: ____________________