March 5, 2014

TO: Gold Coast Transit Board of Directors

FROM: Claire Johnson-Winegar
Transit Planner II

SUBJECT: Consider Approval of MOU with VCTC for Funding from State Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Funds for 11 Replacement Buses

I. EXECUTIVE SUMMARY

Proposition 1B, approved by the voters in 2006, includes $3.6 billion for transit capital projects, to be distributed to transit operators and regional agencies by formula. GCT has a number of projects being funded by this account, including Automatic Voice Annunciators, funds for the new Administration and Operations Facility and the nearly completed Operator Training Module.

At its October 4, 2013 meeting, the VCTC approved the allocation of $3,560,000 PTMISEA and $3,040,000 CMAQ funds to fund the purchase of eleven (11) CNG replacement buses that have reached or are nearing the end of their useful life. The attached agreement details the conditions of this award. This recommendation will be considered by the VCTC on Friday, March 7, 2014.

RECOMMENDATION: It is recommended that the Board of Directors authorize the Board Chair and the General Manager to execute an agreement with the Ventura County Transportation Commission for the allocation of Proposition 1B Capital Funds for 11 Replacement Buses.

II. BACKGROUND

Proposition 1B includes $3.6 billion for transit capital projects, to be distributed to transit operators and regional agencies by formula. At its October 4, 2013 meeting, the VCTC approved the allocation of $3,560,000 PTMISEA and $3,040,000 CMAQ funds to fund the purchase of eleven (11) CNG replacement buses that have reached or are nearing
the end of their useful life. This project has already been approved in the Transit Improvement Plan (TIP).

**Project cost and funding of local match:** The total project cost is $6,600,000. No local match is required for this project, as PTMISEA projects do not require a match and the PTMISEA funds are the match for the federal CMAQ funds.

### III. RECOMMENDATION

**RECOMMENDATION:** It is recommended that the Board of Directors authorize the Board Chair and the General Manager to execute an agreement with the Ventura County Transportation Commission for the allocation of Proposition 1B Capital Funds for 11 Replacement Buses.

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General Manager’s Concurrence

_Susan P. Brown_

_________________________

General Manager’s Concurrence
COOPERATIVE AGREEMENT
BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
GOLD COAST TRANSIT

THIS AGREEMENT is entered into this 7th day of March 2014, between Ventura County Transportation Commission, a regional transportation planning agency (VCTC) and Gold Coast Transit, a joint powers agency (Gold Coast) regarding the administration of funds from the Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA).

WHEREAS, California voters in November, 2006, approved the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Proposition 1B), which authorizes state general obligation bonds for transportation infrastructure, including grants for transit system safety, security, and disaster response projects; and,

WHEREAS, Senate Bill 88 of the 2007 Statutes appropriates funds from Proposition 1B to the PTMISEA program, administered by the Department of Transportation (Caltrans); and,

WHEREAS, at its October 4, 2013, meeting the VCTC programmed $3,560,000 to the Gold Coast Transit Replacement CNG Buses Project (Project) which Project is as fully described in the PTMISEA grant submittals dated October 15, 2013, and which are attached as Exhibit A to this Cooperative Agreement; and,

WHEREAS, it is the intention of VCTC to enter into this Cooperative Agreement with Gold Coast regarding the administration of PTMISEA funds prior to the disbursement of funds to Gold Coast.

NOW THEREFORE in consideration of the above referenced recitals, the promises, conditions, terms and provisions set forth herein the parties do agree as follows:

I. FUNDING/PROGRAM MANAGEMENT

1. Assignments of Participants: VCTC hereby agrees to engage Gold Coast and Gold Coast hereby agrees to carry out the work hereinafter described in connection with the administration of PTMISEA funds. Gold Coast will be responsible for assuring that Gold Coast meets all grant requirements placed on PTMISEA fund recipients.

2. Scope of Services:

   a. Grant Administration: VCTC shall be responsible to reserve, apply for and receive PTMISEA funds and to be responsible for assuring that VCTC and Gold Coast meet all requirements placed on PTMISEA fund recipients.

   b. Project Implementation: Gold Coast shall implement the Project, as described in the attached grant submittals (Exhibit A) to the extent that grant funds from VCTC are available pursuant to this Agreement.
3. **Duration of Agreement and Authorization to Proceed:** The term of this Agreement shall commence when VCTC notifies in writing Gold Coast that it has received the PTMISEA funds from the State Controller, and continue until the earlier of the following events: (1) all work on the Project is completed and accepted, all contracts for the Project are closed, and VCTC has approved and paid the final invoice, or (2) the Agreement is terminated by either party after thirty (30) days written notice.

4. **Amendments to the Agreement:** The provisions of this Agreement may be amended upon written acceptance and ratification of any such amendment by both VCTC and Gold Coast.

5. **Method of Payment:** VCTC, as the grant applicant, upon receipt of the $3,560,000 of PTMISEA funds approved by Caltrans for the Project, shall transfer the funds, plus accrued interest, to Gold Coast. Gold Coast must keep the unexpended funds in a separate interest-bearing account. Any interest that is accrued must be accounted for and used for the Project. Any Project funds received in excess of the final Project cost, or those found to be owed back to VCTC as a result of a final review or audit, must be refunded to VCTC within twenty (20) days of VCTC invoicing Gold Coast.

6. **Costs:** Under no circumstances will VCTC be responsible for funding the Project in excess of the grant funds and the interest earned thereon.

II. **CALTRANS REQUIREMENTS**

Gold Coast shall note the following provisions apply to PTMISEA grants, and must take all necessary action to ensure its compliance as though it was the grantee directly.

1. **Reports:** Semi-annual performance reports must be prepared and submitted to VCTC no later than January 31st and July 31st, for the duration of the project performance period, or until all activities are completed and the Projects are formally closed. VCTC will then forward the reports to Caltrans in time for the Caltrans deadline. The semi-annual reporting cycle will start with the June 30 reporting cycle, and must be submitted on or before July 31, 2014. Failure to submit performance reports could result in the reduction of Project funds, termination, or suspension.

Within five (5) months of the Project becoming operable, Gold Coast shall provide to VCTC a Final Project Report and a Final Project Itemized Expenditure Table. Gold Coast must also provide evidence of project completion in the form of photographs of the completed project or a copy of final invoicing.

Within (11) months of the Project becoming operable, Gold Coast shall provide to VCTC a report regarding the long-term benefits of the Projects.

1. **Other Provisions:** Gold Coast is subject to all policies and provisions as set forth by Caltrans with regard to the PTMISEA and all applicable laws regarding public works projects, including but not limited to, contract bid procedures and the payment of prevailing wages. Some or all of these regulations may be available from Caltrans at [http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/Prop%201B/PTMISEA-Guidelines_2013.pdf](http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/Prop%201B/PTMISEA-Guidelines_2013.pdf)

2. **Grant Performance Period:** Funds allocated under this grant shall be expended by June 30, 2018. Funds remaining unexpended thereafter shall revert to Caltrans.

III. **OTHER PROVISIONS**

1. **Indemnification:** Gold Coast shall defend, indemnify, and hold harmless VCTC, its officers, agents, servants, and employees, from any and all liability arising out of, or caused by, any
act or omission of Gold Coast or its officers, agents, or servants as a result of any act or omission by Gold Coast in its performance pursuant to this Agreement.

VCTC shall defend, indemnify, and hold harmless Gold Coast, its officers, agents, servants, and employees, from any and all liability arising out of, or caused by, any act or omission of VCTC or its officers, agents, or servants as a result of any act or omission by VCTC in its performance pursuant to this Agreement.

The obligations of Gold Coast and VCTC in these indemnity provisions survive the expiration or earlier termination of this agreement. The indemnity provisions shall expire twelve (12) years after the vehicles are delivered to Gold Coast.

2. Gold Coast may assign any and all rights, title, obligations and liabilities to Gold Coast Transit District on or after July 1, 2014 without obtaining further oral or written approval from VCTC.

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

4. Merger Clause: This Agreement along with the following documents, which are incorporated into this Agreement by reference, hereto constitute the final expression of the agreement of the parties and supersedes any and all other Agreements, either oral or written, between Consultant and the GCT, with respect to the subject of this Agreement. This Agreement contains all of the covenants, terms, provisions and Agreements between the parties with respect to the services required hereunder. Consultant acknowledges that no representations, inducements, promises or Agreements have been made by or on behalf of GCT except those covenants, terms, provisions and Agreements embodied in this Agreement. No Agreement, statement, or promise not contained in this Agreement will be valid or binding. The Parties acknowledge and represent that this Agreement is the product of mutual negotiation, and if any ambiguities should arise in the interpretation of this Agreement, both parties shall be deemed authors of this Agreement.

5. Governing Law: The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, will be construed pursuant to and in accordance with the laws of the the United States and State of California all actions mediation, arbitration and legal proceedings arising in connection with this Agreement shall be conducted tried and litigated exclusively in the state courts located in the County of Ventura, State of California.

6. Compliance with Laws: Each party to this Agreement will comply with all applicable laws.

7. Each Party represents and warrants that all necessary action has been taken by the limited liability company, including any due adoption of a resolution or other required action sufficient to enable the public entity to enter into this Agreement, to be bound thereby and to perform fully as required hereunder. Each person executing this Agreement on behalf of the public entity represents and warrants that he/she has been duly authorized to enter into this Agreement on behalf of the public entity.

8. Severability: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first stated above.

<table>
<thead>
<tr>
<th>GOLD COAST TRANSIT</th>
<th>VENTURA COUNTY TRANSPORTATION COMMISSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carl Morehouse</td>
<td>Ralph Fernandez</td>
</tr>
<tr>
<td>Chair</td>
<td>Chair</td>
</tr>
<tr>
<td>Approved as to Form</td>
<td>Approved as to Form</td>
</tr>
<tr>
<td>Steven Brown</td>
<td>Darren M. Kettle</td>
</tr>
<tr>
<td>General Manager</td>
<td>Executive Director</td>
</tr>
<tr>
<td>Nancy Kierstyn Schreiner</td>
<td>Steven T. Mattas</td>
</tr>
<tr>
<td>General Counsel</td>
<td>General Counsel</td>
</tr>
</tbody>
</table>
Public Transportation Modernization, Improvement and Service Enhancement Program (PTMISEA)  
PROJECT DESCRIPTION AND ALLOCATION REQUEST

<table>
<thead>
<tr>
<th>Regional Entity: VCTC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Lead*: Ventura County Transportation Commission</td>
</tr>
<tr>
<td>County: Ventura</td>
</tr>
<tr>
<td>Project Title: GCT Replacement Buses</td>
</tr>
</tbody>
</table>

I certify the scope, cost, schedule, and benefits as identified in the attached Project Description and Allocation Request (Request) and attachments are true and accurate and demonstrate a fully funded operable project. I understand the Request is subject to any additional restrictions, limitations or conditions that may be enacted by the State Legislature, including the State’s budgetary process, which may effect the amount of bond proceeds received by the project sponsor now and in the future. Project sponsors may need to consider alternative funding sources if bond proceeds are not available. In the event the project cannot be completed as originally scoped, scheduled and estimated, or the project is terminated prior to completion, project sponsor shall, at its own expense, ensure that the project is in a safe and operable condition for the public. I understand this project will be monitored by the California Department of Transportation – Division of Mass Transportation.

Name: Darren M. Kettle  
Signature: [see signed cover letter]  
Title: Executive Director  
Agency: Ventura County Transportation Commission  
Date: 

*If this project includes funding from more than one project sponsor, the project sponsor above becomes the “recipient agency” and the additional contributing project sponsor(s) must also sign and state the amount and type of PTMISEA funds (GC Section 8879.55(a)(2) and/or Section 8879.55(a)(3)) contribution. Sign below or attach a separate officially signed letter providing that information.

Name:  
Signature:  
Title:  
Agency:  
Date:  
Amount:
### PTMISEA Project Description and Allocation Request

<table>
<thead>
<tr>
<th>Date</th>
<th>7/8</th>
<th>8/9</th>
<th>9/10</th>
<th>10/11</th>
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</thead>
<tbody>
<tr>
<td>Request Amount per GC 8879.55(a)(2)/PUC 99313:</td>
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<td>$0</td>
<td>$0</td>
<td>$3,560,000</td>
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<tr>
<td>Request Amount per GC 8879.55(a)(3)/PUC 99314:</td>
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<td>$0</td>
<td>$0</td>
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<td>Total Project Allocation Request</td>
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<td>$0</td>
<td>$0</td>
<td>$3,560,000</td>
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</table>

**Project Title:** GCT Replacement Buses  
**Project Location/Address:** 301 E. 3rd St., Oxnard, CA

### Table 1: Project Lead/Recipient Agency Information

<table>
<thead>
<tr>
<th>Project Lead/Recipient Agency</th>
<th>Legislative District Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ventura County Transportation Commission</td>
<td>Assembly: 37, 44</td>
</tr>
<tr>
<td>Contact: Stephanie Young</td>
<td>Senate: 19</td>
</tr>
<tr>
<td>Contact Phone #: (805) 642-1591, x 108</td>
<td>Congressional: 24, 26</td>
</tr>
<tr>
<td>Email Address: <a href="mailto:syoung@goventura.org">syoung@goventura.org</a></td>
<td>Amount:</td>
</tr>
<tr>
<td>Address: 950 County Square Drive, Ste 207</td>
<td>Fund Type:</td>
</tr>
<tr>
<td>Ventura, CA 93003</td>
<td>$3,560,000 99313</td>
</tr>
</tbody>
</table>

### Table 2: Contributing PTMISEA-Eligible Project Sponsor Information

<table>
<thead>
<tr>
<th>PTMISEA Contributors</th>
<th>Amount</th>
<th>Fund Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact:</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Contact Phone #:</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td>$</td>
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<tr>
<td>Address:</td>
<td>$</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Other PTMISEA Contributors (Attach sheet with contact info)</th>
<th>Amount</th>
<th>Fund Type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
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<td>$</td>
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<tr>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$3,560,000</td>
<td>99313</td>
</tr>
</tbody>
</table>

*(Contributing project sponsors attach signed letters of verification as to amount and eligibility or sign cover page)*

### Table 3: Project Category

- [ ] Rehabilitation, Safety or Modernization Improvement  
- [ ] Bus Rapid Transit  
- [ ] Capital Service Enhancement or Expansion  
- [x] Rolling Stock Procurement:  
  - Expansion  
  - Rehabilitation  
- [x] Replacement  
- [ ] New Capital Project
a) Please check appropriate Benefit/Outcome:

- [x] Increase Ridership by ___10____%
- [ ] Reduce Operating/Maintenance Cost by ____25___%
- [x] Reduce Emissions by ___5____%
- [x] Increase System Reliability by ___25____%

b) Please summarize and describe any other benefits:
Replacing the buses will also reduce liability.

GCT intends to purchase 11 new CNG fueled 40-foot buses that have capacity for 79 passengers. They will all be low floor, ADA accessible buses. The current CNG fueled NABI buses are nearing the end of their useful life, as six of them are 12 years old and five of them are 9-10 years old. Because the order and delivery process is approximately 18 months, the 9-10 year old buses will be at the end of their useful life by delivery time.

The vehicle and VIN numbers are as follows: 4008 - 1N90401991A140545, 4009 - 1N90401901A140546, 4010 - 1N90401921A140547, 4011 - 1N90401941A140548, 4012 - 1N90401961A140549, 4013 - 1N90401921A140550, 4014 - 1N90401932A140560, 4015 - 1N90401952A140561, 4016 - 1N90401974A140029, 4017 - 1N90401934A140030, 4018 - 1N90401934A140031

b) Useful Life of the Project: ___12___ years

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**Table 4: Project Summary**

- a) Describe the project (or minimum operable segment) for which you are applying for funds. Attach additional sheets if necessary. If the application is for the purchase of vehicles or rolling stock, please include information on number of vehicles, size, passenger count, accessibility, and fuel type:

GCT intends to purchase 11 new CNG fueled 40-foot buses that have capacity for 79 passengers. They will all be low floor, ADA accessible buses. The current CNG fueled NABI buses are nearing the end of their useful life, as six of them are 12 years old and five of them are 9-10 years old. Because the order and delivery process is approximately 18 months, the 9-10 year old buses will be at the end of their useful life by delivery time.

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**Table 5: Description of Major Benefits/Outcomes**

- a) Please check appropriate Benefit/Outcome:

  - [x] Increase Ridership by ___10____%
  - [ ] Reduce Operating/Maintenance Cost by ____25___%
  - [x] Reduce Emissions by ___5____%
  - [x] Increase System Reliability by ___25____%

- b) Please summarize and describe any other benefits:

  Replacing the buses will also reduce liability.

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**Table 6: Project Schedule**

<table>
<thead>
<tr>
<th>Date</th>
<th>Task Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/1/2014</td>
<td>Begin Vehicle/Equipment Order (Contract Acceptance)</td>
</tr>
<tr>
<td>5/1/2015</td>
<td>End Vehicle/Equipment Order (Contract Acceptance)</td>
</tr>
<tr>
<td>6/1/2015</td>
<td>Begin Closeout Phase</td>
</tr>
<tr>
<td>10/1/2015</td>
<td>End Closeout Phase</td>
</tr>
</tbody>
</table>

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**Table 7: Tax Compliance Information**

- Is it reasonably anticipated that any money will be derived at any point in the future as a result of the project that will be paid to the State? [x] YES  [ ] NO

- If yes, please describe the source of the money and provide an estimate of the amount: Estimate: $