DATE: July 6, 2016

TO: Gold Coast Transit District Board of Directors

FROM: Daniel Amaro
Finance Analyst

SUBJECT: Consider Approval of a Cooperative Transfer Agreement Between the Southern California Regional Rail Authority and GCTD

I. EXECUTIVE SUMMARY

The California State Transportation Agency (CalSTA) has awarded the Southern California Regional Rail Authority $1.675 million in Transit and Intercity Rail Capital Program (TIRCP) grant funds to support the Pacific Surfliner and Metrolink Transit Transfer Program, which will allow Pacific Surfliner and Metrolink passengers to transfer more seamlessly to connecting public transit services along the entire Pacific Surfliner and Metrolink route.

Metrolink has offered GCTD cooperative transfer agreements whereby GCTD would be reimbursed at a rate equal to half the cost of a GCTD Adult single ride ticket ($1.50 \times 0.5 = $0.75) per boarding for accepting valid Metrolink 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.

In June 2016 the Board of Director approved the agreement between GCTD and LOSSAN for the Pacific Surfliner. Board of Directors approval is requested to authorize Gold Coast Transit District (GCTD) to execute the necessary agreements to participate in the Metrolink Transit Transfer Program.

II. RECOMMENDATION

RECOMMENDATION: It is recommended that the Board of Directors authorize the General Manager to approve Cooperative Transfer Agreements between GCTD and the Southern California Regional Rail Authority for facilitating transfers between Metrolink and GCTD bus service.

Concurrence:

____________________________
Steven P. Brown
General Manager
COOPERATIVE AGREEMENT NO. TA6-0014

BETWEEN

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

AND

GOLD COAST TRANSIT DISTRICT

FACILITATING TRANSFERS BETWEEN GOLD COAST TRANSIT DISTRICT

AND METROLINK SERVICE SYSTEMS

THIS AGREEMENT, is effective as of this 1 day of _July_, 2016, by and between the Southern California Regional Rail Authority, One Gateway Plaza, 12th Floor, Los Angeles, California 90012, a joint powers authority (hereinafter referred to as "AUTHORITY"), and GOLD COAST TRANSIT DISTRICT, 301 East Third Street, Oxnard, CA 93030-6048, a public agency, (hereinafter referred to as "GOLD COAST TRANSIT DISTRICT"). Collectively AUTHORITY and GOLD COAST TRANSIT DISTRICT may be referred to as "parties", or sometimes individually referred to as "party."

RECITALS:

WHEREAS, AUTHORITY and GOLD COAST TRANSIT DISTRICT both provide public transportation services operating to, within, or through GOLD COAST TRANSIT DISTRICT’s service area; and

WHEREAS, in the absence of a Cooperative Agreement, passengers originating on GOLD COAST TRANSIT DISTRICT’s services and desiring to transfer to AUTHORITY’s service must pay a second originating fare on AUTHORITY’s services. (This service provided by AUTHORITY is hereafter referred to as METROLINK in this agreement.); and

WHEREAS, in the absence of a Cooperative Transfer Agreement, passengers originating on AUTHORITY’s system and desiring to transfer to GOLD COAST TRANSIT DISTRICT’s fixed route service must pay a second originating fare on GOLD COAST TRANSIT DISTRICT’s fixed route service; and
WHEREAS, the parties desire to enter into this Cooperative Agreement to facilitate transfers between the parties’ systems and thereby provide greater convenience and mobility for public transportation users; and

WHEREAS, AUTHORITY and GOLD COAST TRANSIT DISTRICT both desire to provide a fully coordinated connecting transit service for the benefit of the public, in compliance with Public Utilities Code Section 130262; and

WHEREAS, AUTHORITY collects a fee with the sale of each METROLINK ticket that is intended to help offset some of the costs of operators’ services to transferring passengers; and

WHEREAS, this Cooperative Agreement (hereinafter referred to as this “AGREEMENT”) defines the specific terms, conditions, and roles and responsibilities between AUTHORITY and GOLD COAST TRANSIT DISTRICT only as they may relate to the subject matter and no other purpose;

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

ARTICLE 1. COMPLETE AGREEMENT

This AGREEMENT, including any exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this AGREEMENT between AUTHORITY and GOLD COAST TRANSIT DISTRICT and supersedes all prior representations, understandings, and communications between the parties. The above-referenced Recitals are true and correct and are incorporated by reference herein.

ARTICLE 2. TERM OF AGREEMENT

The term of this AGREEMENT shall commence upon execution by all of the parties and continue in full force and effect for one year. This AGREEMENT shall renew automatically for another year and annually thereafter unless terminated in accordance with the provisions of this agreement.

ARTICLE 3. IT IS MUTUALLY UNDERSTOOD AND AGREED:

All parties agree to the following mutual responsibilities regarding this AGREEMENT:

A. Subject to Exhibit A, incorporated herein and made applicable by reference, and
commencing as of the date of this AGREEMENT, GOLD COAST TRANSIT DISTRICT will accept valid
METROLINK fare media as transfers having a value equal to GOLD COAST TRANSIT DISTRICT’s
GOLD COAST TRANSIT DISTRICT base fares depending on the connecting service used to complete
the trip.

B. GOLD COAST TRANSIT DISTRICT shall be reimbursed as provided in Exhibit A.

C. For purposes of counting transferring passengers, the number of passengers transferring
to GOLD COAST TRANSIT DISTRICT from METROLINK or to METROLINK from GOLD COAST
TRANSIT DISTRICT shall be defined as the number of transferring passengers who present
METROLINK fare media valid for transfer.

D. GOLD COAST TRANSIT DISTRICT shall estimate the number of passengers
transferring between the GOLD COAST TRANSIT DISTRICT fixed route and METROLINK service using
ridership counts conducted by GOLD COAST TRANSIT DISTRICT.

E. GOLD COAST TRANSIT DISTRICT shall submit quarterly invoices to AUTHORITY for
reimbursement for transfers. Invoices shall specify the number of transfers to METROLINK, the number
of transfers from METROLINK, the period covered, and the agreed reimbursement rate specified in
paragraph C. above. Invoices shall be submitted electronically to accountspayable@scrra.net and shall
reference this agreement number.

F. Complete and accurate invoices submitted on a quarterly basis shall be paid within 30
days of receipt of the invoice.

H. Disagreement concerning the number of passengers transferring between METROLINK
and GOLD COAST TRANSIT DISTRICT’s fixed route services shall be resolved by making a good faith
effort to create a joint survey team, to include representatives of both METROLINK and GOLD COAST
TRANSIT DISTRICT, whose task would be to conduct a passenger survey to determine transfer rates.

I. Each party shall cooperate in the dissemination of information to the public regarding the
transfer document and the services offered by the other party.

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

K. (a) GOLD COAST TRANSIT DISTRICT agrees to indemnify and hold harmless from
and against all loses, damages, actions and expenses (including attorneys' fees) on account of bodily
injury to or death of any person or damage to or loss of use of property incident to or arising from
operations of GOLD COAST TRANSIT DISTRICT under the terms of this AGREEMENT.

(b) AUTHORITY agrees to indemnify and hold GOLD COAST TRANSIT DISTRICT
harmless from and against all losses, damages, actions and expenses (including attorney's fees) on
account of bodily injury to or death of any person or damage to or loss of use of property incident to or
arising from operations of AUTHORITY under the terms of this AGREEMENT.

L. Each party may terminate this Agreement at any time by providing the other party with
thirty (30) calendar days written notice of its intent to terminate.

M. Notices hereunder shall be sent to the parties as follows:

To AUTHORITY:
Southern California Regional Rail Authority
One Gateway Plaza, 12th Floor
Los Angeles, CA 90012
Attention: Contracts Administration

To PROVIDER:
GOLD COAST TRANSIT DISTRICT
301 East Third Street
Oxnard, CA 93030-6048
Attention: Accounting

N. This AGREEMENT constitutes the entire agreement between the parties with respect to
the subject matter of this AGREEMENT, including, without limitation, any exhibits, and may only be
amended by mutual written consent of the parties.

O. The persons executing this AGREEMENT on behalf of the parties hereto warrant that they
are duly authorized to execute this AGREEMENT on behalf of said parties and that, by so executing this
AGREEMENT, the parties hereto are formally bound to the provisions of this AGREEMENT.
P. The headings of all sections of this AGREEMENT are inserted solely for the convenience of reference and are not part of and not intended to govern, limit, or aid in the construction or interpretation of any terms or provision thereof.

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

R. This AGREEMENT may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

S. Neither this AGREEMENT, nor any of a party’s rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either party without the prior written consent of the other party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

T. This AGREEMENT is by and between AUTHORITY and GOLD COAST TRANSIT DISTRICT and is not intended and shall not be construed so as to create the relationship of agent, servant, employee, partnership, joint venture or association, as among AUTHORITY and GOLD COAST TRANSIT DISTRICT.

U. Each party shall warrant to the other that, in the performance of this AGREEMENT, it shall comply with all applicable federal, state and local laws, statutes and ordinances and lawful orders, rules and regulations promulgated thereunder.

V. This AGREEMENT shall be binding on the successors and assigns of the parties hereto, and shall not be assigned by any of the parties, without the written consent of the other parties.

W. 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 an unforeseeable 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 or 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.

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This AGREEMENT shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT No. TA6-0014 to
be executed on the date first above written.

SOUTHERN CALIFORNIA REGIONAL GOLD COAST TRANSIT DISTRICT
RAIL AUTHORITY

By: Arthur T. Leahy Chief Executive Officer

By: Steven Brown General Manager

APPROVED AS TO FORM:

By: Don O. Del Rio General Counsel

APPROVED AS TO FORM:

By: Steven C. DeBaun General Counsel
EXHIBIT A

Conditions for Acceptance of Fare Media and Rate of Reimbursement

GOLD COAST TRANSIT DISTRICT shall honor valid METROLINK fare media as a day pass boarding within the GOLD COAST TRANSIT DISTRICT service area, during the period from one hour before to one hour after METROLINK’s service hours, in the same direction of travel, under the following conditions:

1. One-way tickets valid for the date of travel will be honored on boardings from METROLINK stations.
2. Round-trip tickets valid for the date of travel will be honored on boardings to and from METROLINK stations.
3. 7-Day and Weekend Passes will be honored on boardings to and from the Metrolink stations.
4. Monthly passes will be honored on boardings to and from METROLINK stations.

SERVICE(S) HONORING METROLINK TICKETS AS OF JULY 1st 2016

GOLD COAST TRANSIT DISTRICT shall accept valid METROLINK 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 METROLINK station(s).

<table>
<thead>
<tr>
<th>Station</th>
<th>Route Name/Number</th>
<th>Reimbursement Rate Per Boarding (Based on FY 14/15 average fare)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oxnard</td>
<td>All routes</td>
<td>$ .75</td>
</tr>
<tr>
<td>East Ventura</td>
<td>All routes</td>
<td>$ .75</td>
</tr>
</tbody>
</table>