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
COOPERATIVE AGREEMENT NO. L-6-0013

BETWEEN

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

AND

GOLD COAST TRANSIT DISTRICT

FOR

FACILITATING TRANSFERS BETWEEN PACIFIC SURFLINER INTERCITY RAIL SERVICE AND LOCAL TRANSIT SERVICES

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

RECITALS:

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

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

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

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

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

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

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

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

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

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this Agreement between LOSSAN AGENCY and GOLD COAST TRANSIT DISTRICT and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.
LOSSAN AGENCY’s failure to insist on any instance(s) of GOLD COAST TRANSIT DISTRICT, performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of LOSSAN AGENCY’s right to such performance or to future performance of such term(s) or condition(s), and GOLD COAST TRANSIT DISTRICT’s obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon LOSSAN AGENCY except when specifically confirmed in writing by an authorized representative of LOSSAN AGENCY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

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

ARTICLE 2. SCOPE OF AGREEMENT

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

ARTICLE 3. RESPONSIBILITIES OF LOSSAN AGENCY

LOSSAN AGENCY agrees to the following responsibilities for PROGRAM:

1. LOSSAN AGENCY shall pay complete and accurate invoices submitted by GOLD COAST TRANSIT DISTRICT on a quarterly basis within 30 days of receipt of the invoice.
ARTICLE 4. RESPONSIBILITIES OF GOLD COAST TRANSIT DISTRICT

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

1. Commencing as of the date of this Agreement, GOLD COAST TRANSIT DISTRICT shall honor valid Amtrak Pacific Surfliner fare media for a single one-way boarding on its connecting transit services originating from, or destined to, a Pacific Surfliner station on the routes identified in Exhibit A, under the following conditions:
   
   a. One-way and round-trip Amtrak Pacific Surfliner paper and electronic tickets valid for the same calendar date of travel will be honored as valid fare media for one-way boardings on GOLD COAST TRANSIT DISTRICT service to or from a Pacific Surfliner station.
   
   b. Valid ten-trip and monthly Amtrak Pacific Surfliner tickets will be honored as valid fare media for one-way boardings on GOLD COAST TRANSIT DISTRICT service to or from a Pacific Surfliner stations.
   
   c. GOLD COAST TRANSIT DISTRICT shall be reimbursed as provided herein based on the average fare for a one-way trip on its transit service, as indicated in Exhibit A.
   
   d. For purposes of counting transferring passengers, the number of passengers transferring to GOLD COAST TRANSIT DISTRICT service from a Pacific Surfliner train, or to a Pacific Surfliner train from GOLD COAST TRANSIT DISTRICT service shall be defined as the number of transferring passengers from whom no fares were collected by GOLD COAST TRANSIT DISTRICT service due to presentation of a valid Amtrak Pacific Surfliner paper or electronic ticket.

2. GOLD COAST TRANSIT DISTRICT shall track the number of passengers transferring to GOLD COAST TRANSIT DISTRICT services using a valid Pacific Surfliner ticket utilizing ridership counts conducted by GOLD COAST TRANSIT DISTRICT operators via GFI Farebox Key Designation. Bus operators will press the designated key on the farebox to count each valid LOSSAN boarding. Staff will produce a GFI report showing total boarding’s by GFI Key 8.
AGREEMENT NO. L-6-0013

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

a. Agreement Number L-6-0013;

b. The time period covered by the invoice;

c. The number of transfers recorded and the reimbursement rate specified in Exhibit A;

d. Itemized expenses including support documentation incurred during the billing period;

e. Invoice Certification signed by an authorized representative of GOLD COAST TRANSIT DISTRICT;

Certification statement shall be as follows:

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

f. Invoices shall be submitted to:

   Accounts Payable
   LOSSAN Rail Corridor Agency
   600 S. Main St.
   Orange, CA 928638.

g. Such other information as requested by LOSSAN.
ARTICLE 5. MUTUAL RESPONSIBILITIES

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

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

3. 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.

ARTICLE 6. DELEGATED AUTHORITY

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

ARTICLE 7. MAXIMUM OBLIGATION

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

ARTICLE 8. AUDIT AND INSPECTION

GOLD COAST TRANSIT DISTRICT shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, GOLD COAST TRANSIT
DISTRICT shall permit the authorized representatives of the LOSSAN AGENCY to inspect and audit all
work, materials, books, accounts, and other data and records of GOLD COAST TRANSIT DISTRICT
related to PROGRAM for a period of four (4) years after final payment, or until any on-going audit is
completed. For purposes of audit, the date of completion of this Agreement shall be the date of
LOSSAN AGENCY’s payment of LOSSAN AGENCY final billing (so noted on the invoice) under this
Agreement. LOSSAN AGENCY shall have the right to reproduce any such books, records, and
accounts. The above provision with respect to audits shall extend to and/or be included in contracts with
GOLD COAST TRANSIT DISTRICT contractor.

ARTICLE 9. INDEMNIFICATION

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

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

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

ARTICLE 10. ADDITIONAL PROVISIONS

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

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

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

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

E. Legal Authority: LOSSAN AGENCY and GOLD COAST TRANSIT DISTRICT hereto 
consent that they are 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.

F. Severability: 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 of 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.

G. **Counterparts of Agreement:** 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.

H. **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 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.

I. **Assignment:** Neither this Agreement, nor any of the Parties’ 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 in its sole and absolute discretion. 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.

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

K. **Litigation fees:** Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney’s fees, to the prevailing party.
L. **Notices:** Any notices, requests, or demands made between the Parties pursuant to this Agreement are to be directed as follows:

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

This Agreement shall be made effective upon execution by both Parties.
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement No. L-6-0013 to be executed on the date first written above.

GOLD COAST TRANSIT DISTRICT

By: ___________________________  By: __________________________________

Steven P. Brown  Jennifer Bergener
General Manager  Managing Director

APPROVED AS TO FORM

By: _________________________  By: __________________________________

Steven C. DeBaun  James M. Donich
General Counsel  General Counsel

Dated : _________________________  Dated : ____________________________

Exhibit A:
Scope of Services
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

<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>$0.91</td>
</tr>
</tbody>
</table>

LOSSAN AGENCY

Jennifer Bergener
Managing Director

Date

GOLD COAST TRANSIT DISTRICT

Steven P. Brown
General Manager

Date

Distribution: 04-27