

**COOPERATIVE AGREEMENT NO. MU170-19**  
**BETWEEN**  
**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**  
**AND**  
**VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FOR**  
**BUS BRIDGE SERVICE**

**THIS AGREEMENT**, is effective as of the 1<sup>st</sup> Day of August 2018 ("Effective Date"), by and between the Southern California Regional Rail Authority, 900 Wilshire Boulevard, Suite 1500, Los Angeles, California 90017, a California joint powers Authority (hereinafter referred to as "SCRRA") and Ventura County Transportation Commission, 950 County Square Drive, Suite 207, Ventura California 93003 (hereinafter referred to as "COMMISSION").

**RECITALS:**

**WHEREAS**, SCRRA and COMMISSION desire to enter into a Cooperative Agreement for bus bridge service;

**WHEREAS**, COMMISSION agrees to provide bus bridge and supervisor service's during service disruptions of commuter rail service (Metrolink), by deploying buses to transport passengers between stations (hereinafter referred to as PROJECT);

**WHEREAS**, COMMISSION agrees to perform PROJECT when requested and if resources are available;

**WHEREAS**, COMMISSION shall place higher priority on service disruptions which occur on Metrolink routes within COMMISSION service areas, except for those affecting COMMISSION's own transit operations;

**WHEREAS**, SCRRA agrees to reimburse COMMISSION for the costs associated with the PROJECT based on COMMISSION's hourly rate as defined in Exhibit A attached herein; and

**WHEREAS**, this Cooperative Agreement (hereinafter referred to as "AGREEMENT") defines the specific terms, conditions, and roles and responsibilities between SCRRA and COMMISSION only as they may relate to PROJECT and no other purpose.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein, it is mutually understood and agreed by SCRRA and COMMISSION as follows:

**ARTICLE 1. COMPLETE AGREEMENT**

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 the Agreement between SCRRA and COMMISSION concerning the PROJECT 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. RESPONSIBILITIES OF COMMISSION**

COMMISSION agrees to the following responsibilities for the PROJECT:

- A. To perform PROJECT as resources are available.
- B. To invoice SCRRA for costs associated with the PROJECT based on COMMISSION's hourly rate as defined in Exhibit A attached herein.
- C. To indemnify, defend and hold harmless SCRRA, its member agencies, officers, directors, employees, and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by COMMISSION, its officers, directors, employees, or agents in connection with or arising out of the performance of this Agreement.

**ARTICLE 3. RESPONSIBILITIES OF SCRRA**

SCRRA agrees to the following responsibilities for the PROJECT:

A. SCRRA management shall make a formal request for the bus bridge service to COMMISSION by calling the established special contact number at (805) 216-8759 or the back-up line at (805) 607-6246.

B. Each request submitted by SCRRA for the PROJECT must be approved by COMMISSION's management.

C. SCRRA shall reimburse COMMISSION for the costs associated with the PROJECT based on COMMISSION's hourly rate as defined in Exhibit A attached herein.

D. To pay COMMISSION within 30 calendar days of receipt of the invoice for costs of PROJECT.

E. To indemnify, defend and hold harmless COMMISSION, its officers, directors, employees, and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by SCRRA, its officers, directors, employees, or agents in connection with or arising out of the performance of this Agreement.

**ARTICLE 4. IT IS MUTUALLY UNDERSTOOD AND AGREED:**

All parties agree to the following mutual responsibilities regarding the PROJECT:

A. This AGREEMENT shall commence upon the Effective Date, and shall continue in full force unless terminated as provided in this Agreement.

B. This Agreement may be amended in writing at any time by the mutual consent of both parties. No amendment shall have any force or effect unless executed in writing by both parties.

C. SCRRA or COMMISSION may terminate this AGREEMENT, without cause, by delivering written notice of termination to the other party not less than sixty (60) calendar days before the date of termination.

D. 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.

E. All notices hereunder and communications required or permitted by this AGREEMENT, or changes thereto, or by law to be served on, given to or delivered to any other party hereto by any other party to this AGREEMENT shall be in writing and shall be deemed duly served, given or delivered upon 1) hand delivery of said notices in person or 2) by depositing said notices in the U.S. mail, registered, or certified mail (return receipt requested and first-class postage prepaid) and addressed as follows or as later changed in a manner required by this section:

To SCRRRA:	To COMMISSION :
Southern California Regional Rail Authority	Ventura County Transportation Commission
900 Wilshire Boulevard Suite 1500 Los Angeles, CA 90017 ATTN: Sonny Ibrahim, Senior Contract and Compliance Administrator	950 County Square Drive, Suite 207, Ventura California 93003 ATTN: Martin R. Erickson, Dir. of Public Transit CC: Aaron Bonfilio, Program Manager – Transit Services
Tel: 213-452-0436	Tel: 805-642-1591 x 110
Email: ibrahims@scrra.net	Email: merickson@goventura.org

Any notice that is addressed and delivered in the manner herein provided shall be conclusively presumed to have been duly given to the party to which it is addressed at the close of business, local time of the recipient, 1) upon delivery if by hand delivery, and 2) on the third day after the day it is so placed in the mail or as evidenced by the return receipt requested card which ever is later. Any party may change their address for the purposes of this Agreement by giving notice of the change in the manner required by this section, to the other party.

F. 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.

G. The provision of this Agreement shall bind and insure to the benefit of each of the parties hereto and all successors or assigns of the parties hereto.

H. 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.

I. 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.

J. Neither this Agreement, nor any of a Party's rights, obligations or duties 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.

K. Both parties warrant that, in the performance of this Agreement, they shall comply with all applicable federal, state and local laws, statutes and ordinances and lawful orders, rules and regulations promulgated thereunder.

L. If a party to this AGREEMENT brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provisions of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

M. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California.

N. 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.

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

[Remainder of page intentionally left blank. Signatures are on page 7.]

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. **MU170-19** to be executed on the date first above written.

**SOUTHERN CALIFORNIA  
REGIONAL RAIL AUTHORITY**

**VENTURA COUNTY TRANSPORTATION COMMISSION**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DARREN M. KETTLE  
EXECUTIVE DIRECTOR

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Don O. Del Rio  
General Counsel

Steve M. Mattas  
General Counsel

**EXHIBIT A**

**COMMISSION BUS BRIDGE SERVICE PROJECT RATES\***

COMMISSION's Cost per Service Hour: \$61.35 in FY2019,  
\$63.18 in FY2010,  
\$65.08 in FY2021

COMMISSION's Supervisor Hourly Rate: \$41.50 in FY2019,  
\$42.21 in FY2020,  
\$42.95 in FY2021.

\*Adjusted by COMMISSION annually and mutually agreed upon for the bus and supervisor service.

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