

Agreement No. MA-080-17010193

**Grant Subrecipient Agreement
between Rancho TMA and County of Orange for
OCTA's Project V – Community-Based Transit/Circulators Program**

Grant Subrecipient Agreement between Rancho TMA and the County of Orange concerning distribution of Orange County Transportation Authority Measure M2 Project V Funds to promote/implement "RanchRide" – a public-private partnership providing transit services for the communities of Rancho Mission Viejo and Ladera Ranch (specifically) and southern Orange County (generally).

This Agreement No. MA-080-17010193 ("**Agreement**") is made and entered into this _____ day of _____, 2017 (the "**Effective Date**") by and between the County of Orange, a political subdivision of the State of California ("**County**"), and Rancho TMA, a California nonprofit public benefit corporation ("**Rancho TMA**"). County and Rancho TMA are also hereafter collectively referred to as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, Rancho TMA is a California nonprofit public benefit corporation formed and organized for the purpose of promoting and enhancing transportation services for the benefit of the Ranch Plan planned community, the Ladera Ranch planned community and other portions of southern Orange County, California; and

WHEREAS, County is a political subdivision of the State of California that, in relevant part, is desirous of improving and expanding transportation services and opportunities for residents of, and visitors to, Orange County; and

WHEREAS, in November, 2015, the Orange County Transportation Authority ("**OCTA**") invited eligible agencies to submit applications for the grant of funds from the Measure M2 Project V – Community-Based Transit/Circulators Program (the "**Program**"). Notably, the Program establishes a competitive process to enable local jurisdictions to develop community based local transit services that (i) complement regional transit services and (ii) meet the needs of areas not adequately serviced by regional transit; and

WHEREAS, in February, 2016, County, in collaboration with Rancho TMA staff, prepared and submitted to OCTA an application ("**Application**") seeking issuance of Program funding to support "**RanchRide**" -- a public-private partnership between County and Rancho TMA that provides public transit service for portions of southeast Orange County. As described in the Application, RanchRide is a multi-faceted program (administered, operated, maintained and managed by Rancho TMA) that furnishes, coordinates and manages a variety of services and strategies designed to promote community transportation and to meet unserved transit demands within, initially, Ladera Ranch and the developed portions of the Ranch Plan planned community. Such services include, but are not limited to, the operation and management of shared transportation modes (*e.g.*, commuter vans) to connect residents with local commercial and employment centers as well as regional transportation facilities operated by OCTA; and

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WHEREAS, on June 13, 2016, OCTA awarded to County a Program grant (the “Grant”) to facilitate implementation of RanchRide. Thereafter, County and OCTA entered into that certain Cooperative Agreement No. MA-080-17010192 dated _____, 2017 (the “Cooperative Agreement”) concerning OCTA’s distribution - and County’s use - of the Grant funds. A copy of the Cooperative Agreement is attached hereto as Exhibit 1; and

WHEREAS, by this Agreement, County and Rancho TMA desire to memorialize their intentions and understandings regarding Rancho TMA’s (i) receipt of the Grant funds as a subrecipient under the Cooperative Agreement and (ii) use of the Grant funds in furtherance of the RanchRide program.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants, terms and conditions herein contained, the Parties hereto agree as follows:

Section 1 RESPONSIBILITIES OF RANCHO TMA.

A. Compliance with Cooperative Agreement. With the exception of those responsibilities and tasks that must be performed specifically by County (*see* Section 2.A, below), Rancho TMA agrees to satisfy the responsibilities and to fulfill the requirements under Articles 4 and 5 of the Cooperative Agreement. Notably, Rancho TMA shall perform all of the tasks and responsibilities specified in said Articles regarding use of the Grant funds in furtherance of the RanchRide program, which tasks/responsibilities include but are not limited to the following:

(i) Rancho TMA agrees to implement, monitor and manage RanchRide in accordance with the Program requirements, the Project V Funding Guidelines attached to the Cooperative Agreement as Exhibit A, and in recognition of the not-to-exceed Grant limit of Two Million Forty-One Thousand Five Hundred Forty-Seven Dollars (\$2,041,547) established pursuant to the Cooperative Agreement (the “Grant Limit”). The Parties recognize and agree that (A) the Grant covers an operating period of seven (7) years (the “Grant Period”) and (B) Rancho TMA’s expenditures and requests for reimbursement may vary from year to year during the Grant Period but, *in toto*, Rancho TMA’s requests for reimbursement shall not exceed the Grant Limit over the term of the Grant Period.

(ii) Rancho TMA agrees to provide to County and/or OCTA appropriate data to facilitate the agenc(y’s/ies’) compliance with National Transit Database reporting requirements, which data shall be provided by Rancho TMA on an annual basis during the Term of this Agreement. The data collected and provided by Rancho TMA shall conform to the instrument attached hereto as Exhibit 2 (the “NTD Reporting Form”).

(iii) Rancho TMA agrees to provide eligible local match funds in an amount equal to the greater of:

(A) ten percent (10%) of costs incurred and invoiced by Rancho TMA in accordance with the Project V Funding Guidelines attached to the Cooperative Agreement as Exhibit A and Section 3, below; -OR-

- (B) the balance of Rancho TMA's net operating costs incurred for the Program after OCTA has paid up to Nine Dollars (\$9.00) per boarding.

[**NOTE: The foregoing obligation is reflective of specific limitations and mandates appearing in Article 4.A of the Cooperative Agreement and Sections 5.3 and 6.0 of the OCTA Guidelines (*see* Section 1.B., below); namely: (1) OCTA's reimbursements under the Program are limited to the lesser of (i) an amount not to exceed Nine Dollars (\$9.00) per boarding (where said per boarding fee may increase annually by an OCTA-approved inflationary factor) or (ii) ninety percent (90%) of net operating and maintenance costs; and (2) local agencies are required to provide matching funds of not less than ten percent (10%).**]

(iv) If Rancho TMA receives operating subsidy for RanchRide use from any other source (exclusive of funds provided by Rancho TMA and/or its affiliated entities), Rancho TMA will not invoice County for the amount received from the other source(s).

(v) Rancho TMA will notify County regarding any other revenues received for RanchRide (exclusive of funds provided by Rancho TMA and/or its affiliated entities), and County funds may not pay for services already supported through these other revenues.

(vi) Where required by the OCTA Guidelines and requested by OCTA, Rancho TMA shall prepare and submit to County and/or OCTA such information concerning the progress achieved by Rancho TMA in relation to RanchRide during any specified period during the Term, which information shall be provided in such formats and at such intervals as are required by the OCTA Guidelines.

(vii) Rancho TMA agrees to prepare and submit to County, on a quarterly basis, a report summarizing the following statistics relative to the RanchRide program during the relevant reporting period ("**Quarterly Report**"): (A) Total Revenue Vehicle Hours, (B) Total Boardings, (C) Boardings per Revenue Vehicle Hour, (D) Operating Costs, (E) Net Operating Costs (*i.e.*, Operating Costs less fares or other non-OCTA subsidy), (F) Reimbursement per Net Operating Costs and (G) Reimbursement per Boarding. The Quarterly Report shall be provided concurrent with, and as part of, the quarterly Invoice submitted by Rancho TMA pursuant to Section 3.B(i), below. Each Quarterly Report shall include such supporting documentation as OCTA and/or County may reasonably request. If Rancho TMA elects not to submit an Invoice for one (1) or more quarters during the Term, Rancho TMA shall still be obligated to submit a Quarterly Report for the relevant reporting period. In such instances, Rancho TMA shall provide the Quarterly Reports no later than the following dates during the Term of this Agreement:

- (1) March 1
- (2) June 1
- (3) September 1

(4) December 1

(viii) Rancho TMA agrees to prepare and submit to County and/or OCTA, on an annual basis, reports reflecting RanchRide program compliance with the following Minimum Performance Standards (the “**Annual Performance Reports**”): Six (6) boardings per Revenue Vehicle Hour, which must be achieved within the first twelve (12) months of operation, and ten (10) boardings per Revenue Vehicle Hour within twenty-four (24) months of operation and maintained every year thereafter. The Annual Performance Reports shall be prepared in accordance with the format prescribed in the attached Exhibit 3 (which format may be modified or changed by OCTA and/or County upon delivery of written notice to Rancho TMA). The Annual Performance Reports shall be provided by Rancho TMA no later than the thirtieth (30th) day following each anniversary of Rancho TMA’s initiation of the RanchRide program.

(ix) Rancho TMA agrees to provide separate and distinct cost accounting for all fixed route and special event services.

(x) Rancho TMA agrees to utilize the existing deposit account (“**Trust Account**”) with County to facilitate County’s recovery of costs and expenses actually and reasonably incurred by County in administering as a pass-through agency between Rancho TMA and OCTA (the “**Administration Charges**”). Rancho TMA and County agree the Trust Account is an appropriate source of funds to be used to reimburse County for the Administration Charges, and Rancho TMA agrees to maintain sufficient funds in the Trust Account to cover the Administration Charges. On a quarterly basis, County will provide Rancho TMA with a report that summarizes the Administration Charges actually and reasonably incurred by County during the relevant quarter. The parties and OCTA have agreed that Rancho TMA may invoice and recover - as an approved element of the Grant funds – an amount equal to all Administration Charges paid by Rancho TMA to County as part of the maximum 15% Administrative Charges approved by OCTA.

B. Compliance with OCTA Guidelines and Applicable Laws. In using the Grant funds and implementing the RanchRide program, Rancho TMA shall comply with (i) the 2015 version of OCTA’s Project V Program Guidelines (which may be found at the following website: http://www.octa.net/pdf/ProjectV_guidlines.pdf) (the “**OCTA Guidelines**”), (ii) County’s Paratransit Operation Plan (anticipated for adoption by County in early 2017) and (iii) all applicable state and federal laws (including Americans with Disabilities Act [ADA] requirements) for transit services.

C. Accounting and Audits. Rancho TMA shall maintain a complete set of accounting records (prepared in accordance with established accounting requirements) for Grant funds received and expended by Rancho TMA in relation to RanchRide. Upon reasonable notice, Rancho TMA shall permit, throughout the Term and for a period of five (5) years after Rancho TMA’s receipt of final payment of Grant funds, the authorized representatives of OCTA and/or County to inspect and audit all work, materials, contracts, payroll, books, accounts and other data and records of Rancho TMA relating to RanchRide. Rancho TMA shall comply with final audit findings that require the return of any amount of Grant funds that were improperly paid to Rancho TMA due to Rancho TMA’s submission of an inappropriate invoice or other breach of this Agreement.

Section 2 RESPONSIBILITIES OF COUNTY.

A. Compliance with Cooperative Agreement. County shall comply with all provisions of the Cooperative Agreement and shall fully and timely perform all obligations identified therein that must be performed by County.

B. Cooperation with Rancho TMA. County shall timely perform all obligations and requirements necessary for the receipt of Grant funds. Moreover, and upon the request of Rancho TMA, County shall assist and cooperate with Rancho TMA concerning the resolution of any issues that may arise in relation to compliance with the applicable terms and requirements of the Cooperative Agreement and the OCTA Guidelines.

Section 3 PAYMENT OF GRANT FUNDS TO RANCHO TMA.

A. Payment Obligation; Limit. County shall make available and pay to Rancho TMA, upon proper invoicing under this Section 3, an amount not to exceed the Grant Limit. In no event shall County be obligated to provide to Rancho TMA more than the Grant Limit pursuant to this Agreement; provided, however, that any increase in the Grant Limit approved and made available by OCTA (due to inflation, supplemental authorizations or other factors) shall automatically raise the not-to-exceed Grant Limit and shall be distributed by County to Rancho TMA in accordance with this Agreement.

(i) County to provide funding in accordance with the OCTA Guidelines. Funding may be discontinued in the event that the Minimum Performance Standards (*see* Section 1.a(viii), above), as outlined in the OCTA Guidelines, are not met.

(ii) In the event that the Minimum Performance Standards are not met after first and second year of service and not maintained every year thereafter, the Parties acknowledge that OCTA may provide sixty (60) days' notice to County that support for service will be discontinued.

B. Reimbursement Procedure. Subject to the limitations described in Section 3.A, above, County shall reimburse Rancho TMA for all RanchRide costs and expenses actually incurred by Rancho TMA that are deemed eligible for receipt of Grant funds, all in accordance with the following reimbursement protocol:

(i) On a quarterly basis, Rancho TMA will prepare and submit to the Manager of OC Public Works/Infrastructure Programs ("**Manager**") a request for reimbursement ("**Invoice**"). Unless otherwise instructed by County and/or OCTA, each Invoice shall conform to the instrument attached hereto as Exhibit 4 and shall contain the following information:

(1) Identification of this Agreement.

(2) Description of the RanchRide services and activities that were performed (either in whole or in part) during the relevant payment period and which are the subject of the immediate request for reimbursement. As appropriate, Rancho TMA shall also identify the relevant contractor agreements and contracts to which the RanchRide services and activities apply.

(3) Identification of the amounts paid by Rancho TMA for the services and activities thus provided (and the date upon which the amounts were paid). [**NOTE:** Consistent with Article V.B of the Cooperative Agreement, Rancho TMA's Invoice shall include "Allowable Project Costs" incurred and paid for by Rancho TMA consistent with the RanchRide program's "Scope of Work."]

(4) The Quarterly Report for the relevant reporting period (*see* Section 1.A.(v), above).

(ii) County will review all Invoices and provide comments to Rancho TMA within fourteen (14) days of submittal or confirm as eligible. Within thirty (30) days following the processing of an eligible Invoice, County will issue payment to Rancho TMA in the amount specified. In consideration of County's timely processing of Rancho TMA's request for reimbursement (and to defray County's actual and reasonable cost/expense in performing such service), County shall be entitled to deduct from the Trust Account an amount equal to the Administration Charge that is associated with the relevant Invoice period (*see* Section 1.A.(viii), above).

(iii) As a condition of Rancho TMA's right to receive Grant funds, Rancho TMA expressly acknowledges its obligation (pursuant to Section 1.A.(iii), above) to contribute matching funds toward actual RanchRide program costs.

(iv) Each Invoice submitted by Rancho TMA shall be accompanied by a signed certification which declares that a) The Invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the Invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification; and e) The Invoice does not include any amount which Rancho TMA intends to withhold or retain from a subcontractor or supplier unless so identified on the Invoice.

(v) In connection with each Invoice submitted by Rancho TMA pursuant to this Agreement, Rancho TMA agrees to provide such other information as reasonably requested by OCTA and/or County.

C. **Expenditure Deadline.** The Parties acknowledge that Measure M2 Funds granted pursuant to the Program will expire seven (7) years after encumbrance. Accordingly, the parties agree that, subject to extension of such deadline by OCTA, should Rancho TMA fail to encumber all Grant funds on or before December 1, 2023 (the "**Expenditure Deadline**"), Rancho TMA shall have no right to submit any claim for reimbursement for costs incurred after the Expenditure Deadline (but, Rancho TMA shall be entitled to seek/retain reimbursement for all eligible costs incurred prior to the Expenditure Deadline, even though the request for reimbursement was not submitted until after the Expenditure Deadline). Notwithstanding the foregoing, in the event that the Grant funds are not fully exhausted prior to the Expenditure Deadline, the parties shall work cooperatively to prepare and thereafter file and process with OCTA such requests and related materials as are reasonably necessary to extend the Expenditure Deadline to a date that is mutually acceptable to the Parties.

Section 4 TERM OF AGREEMENT.

This Agreement will commence on the Effective Date and shall continue in full force and effect until the earlier of (i) the complete exhaustion of the Grant funds allocated by OCTA for the RanchRide program, (ii) Rancho TMA's receipt of reimbursement for all eligible expenditures following termination of the RanchRide program or (iii) termination of this Agreement in accordance with the provisions of Section 7, below (the "**Term**"). Notwithstanding the foregoing, the Term may be extended at any time upon the mutual written agreement of the Parties (*see* Section 3.C, above).

Section 5 INSURANCE.

Rancho TMA shall, during the Term, procure and maintain (or cause its subcontractors and vendors to procure and maintain) such policies of liability insurance -- and in such amounts -- as are deemed necessary and prudent (according to community transportation industry standards) to adequately cover risks of loss generally associated with the operation of the RanchRide program. All policies of liability insurance procured and maintained in accordance with this Section 5 shall identify the County Indemnitees (*see* Section 6, below) as additional insureds and provide primary and non-contributory coverage.

Section 6 INDEMNIFICATION PROVISIONS.

Rancho TMA agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("**County Indemnitees**") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from Rancho TMA's breach of this Agreement or related to the services, products or other performance provided by Rancho TMA in relation to the RanchRide program; provided, however, that Rancho TMA shall have no responsibility or liability to indemnify, defend and hold County Indemnitees harmless from any liabilities, claims or damages to the extent arising from the negligence or willful misconduct of County Indemnitees or any of them. If judgment is entered against Rancho TMA and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Rancho TMA and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. To the extent that (i) Rancho TMA enters into a subcontractor or vendor agreement with any entity providing transportation services in connection with the RanchRide program and (ii) said subcontractor or vendor agreement contains an indemnity provision in favor of Rancho TMA (an "**Indemnity Clause**"), Rancho TMA shall cause said Indemnity Clause to run in favor of both Rancho TMA and the County Indemnitees.

Section 7 TERMINATION OF AGREEMENT.

Either party may terminate this Agreement at any time and for any reason by providing sixty (60) days' prior written notice of termination to the other party. Notwithstanding any provision herein to the contrary, (i) Rancho TMA shall be entitled to prepare and submit to County a final invoice covering all eligible costs and expenses incurred by Rancho TMA through

the date specified in the notice of termination and (ii) County shall pay said final invoice in accordance with the payment protocols identified in Section 3, above.

Section 8 INDEPENDENT CONTRACTOR.

Nothing herein contained shall be deemed to create an agency, joint venture, partnership or franchise relationship between the Parties hereto, or between the Parties and any contractor, professional or service provider retained by Rancho TMA in connection with RanchRide. Rancho TMA shall ensure that each agreement between Rancho TMA and any entity retained to provide services in connection with RanchRide will contain appropriate provisions wherein the entity acknowledges that it is an independent contractor, is not an agent or employee of either County or Rancho TMA, is not an employee of and is not entitled to any rights or benefits from either County or Rancho TMA, and is not authorized to act on behalf of County or Rancho TMA.

Section 9 NOTICES

All notices, requests and demands hereunder must be in writing to be effective. All notices required to be given hereunder or by operation of law in connection with the performance or enforcement hereof shall be deemed given upon delivery if delivered personally (which includes notices delivered by messenger or overnight courier) or, if delivered by mail, shall be deemed given three (3) days after being deposited by certified mail in any duly authorized United States mail depository, postage prepaid. All such notices shall be addressed as follows, or to such other address or addresses as the Parties may from time to time specify in writing:

To County: County of Orange
OC Public Works, Planned Communities
300 N. Flower Street, 3rd Floor
Santa Ana, CA 92701
Attn: Manager

To Rancho TMA: Rancho TMA
c/o Rancho Mission Viejo, LLC
P.O. Box 9
San Juan Capistrano, CA 92693
Attn: President, Rancho TMA

Section 10 MISCELLANEOUS

A. Successors and Assigns. This Agreement and the rights and obligations of the Parties hereunder shall inure to the benefit of, and be binding upon, the Parties' respective successors, assigns and legal representatives. Neither Party shall assign its performance of this Agreement, nor any part thereof, without the prior written consent of the non-assigning Party.

B. Governing Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the

State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding California Code of Civil Procedure Section 394.

C. Attorney's Fees. In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

D. No Third-Party Rights. Nothing in this Agreement shall be deemed or otherwise construed as granting any rights, benefits or interests to any individual, entity or body who/that is not a Party to this Agreement.

E. Authority and Requisite Action. The Parties to this Agreement represent, covenant and affirm that the individuals executing this Agreement have the legal power, right and authority to enter into this Agreement and to bind their respective principals/entities to the terms and conditions set forth herein. Furthermore, the Parties covenant that all requisite action has been taken by their respective principals/entities in connection with the entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby.

F. Entire Agreement. This writing constitutes the entire agreement between the Parties, and no modification of this Agreement shall be valid unless executed in writing by the Parties hereto. Further, none of the Parties to this Agreement shall be bound by any representations, warranties, promises, statements, or information unless expressly set forth herein.

G. No Waiver. The failure of any Party to enforce against the other a provision of this Agreement shall not constitute a waiver of that Party's right to enforce such a provision at a later time.

H. Captions. The captions of the various Sections in this Agreement are for convenience and organization only, and are not intended to be any part of the body of this Agreement, nor are they intended to be referred to in construing the provisions of this Agreement.

I. Counterparts. This Agreement may be executed in one or more counterparts, and all the counterparts shall constitute but one and the same agreement, notwithstanding that all Parties hereto are not signatories to the same or original counterpart.

J. Availability of Funds. The obligation of County is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating County to expend or as involving County in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

K. Contingency of Funding. Rancho TMA acknowledges that funding for this Agreement is contingent upon County's receipt of funds from, and/or appropriation of funds by, OCTA. If such funding and/or appropriations are not forthcoming, or are otherwise limited,

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County and/or Rancho TMA may immediately terminate this Agreement without penalty or, upon mutual agreement, modify this Agreement. Notwithstanding, Rancho TMA shall be paid for all RanchRide services and activities performed and provided up to the date of termination, provided that County has actually received funding/appropriations from OCTA.

L. Order of Precedence. In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply: OCTA Guidelines, Cooperative Agreement, then Grant Subrecipient Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

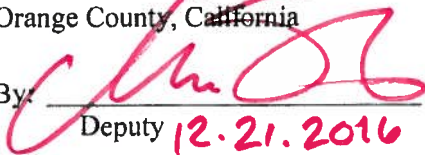
Agreement No. MA-080-17010193

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

COUNTY OF ORANGE

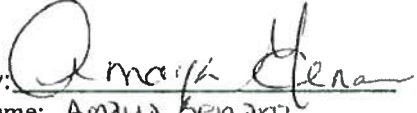
By: _____
Shane Silsby
Director of Public Works

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: 
Deputy 12.21.2016

Date

RANCHO TMA,
a California nonprofit public benefit
corporation

By: 
Name: Amaya Genaro
Title: Chair, Rancho TMA

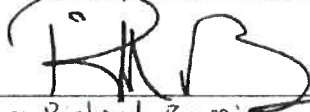
By: 
Name: Richard Bromberg
Title: Secretary, Rancho TMA

Exhibit 1

COOPERATIVE AGREEMENT NO. C-6-1309

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

COUNTY OF ORANGE

FOR

PROJECT V COMMUNITY- BASED TRANSIT/CIRCULATORS

THIS AGREEMENT, is effective this ____day of _____, 201_, by and between the Orange County Transportation Authority, 600 South Main Street, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY" or "OCTA"), and the County of Orange, 300 N. Flower Street, Santa Ana, California 92703-5000, a municipal corporation (hereinafter referred to as "AGENCY") each individually known as "PARTY" and collectively known as the "PARTIES".

RECITALS:

WHEREAS, AUTHORITY and AGENCY desire to enter into a Cooperative Agreement to define the roles and responsibilities related to funding between AUTHORITY and AGENCY for the operating subsidy funds for the Orange County RanchRide shuttle service (hereinafter referred to as "PROJECT") further defined in the project description provided by the application for **Measure M2, Project V Call for Projects**, received by OCTA on February 29, 2016; and

WHEREAS, AUTHORITY's Board of Directors (hereinafter referred to as "BOARD") approved the Renewed Measure M2 Eligibility Guidelines - Local Agency Preparation Manual on January 25, 2010 and subsequent amendments, most recently on April 11, 2016; and

WHEREAS, AUTHORITY's BOARD approved the Comprehensive Transportation Funding Programs (CTFP) Guidelines on March 22, 2010; and

WHEREAS, AUTHORITY's BOARD approved the revised Project V - Community based Transit Circulator Program Guidelines on November 23, 2015; and

1 **WHEREAS**, AUTHORITY will periodically update the Renewed Measure M2 Eligibility
2 Guidelines - Local Agency Preparation Manual and the CTFP Guidelines whereby the most recent
3 update is incorporated herein by reference; and

4 **WHEREAS**, AUTHORITY and AGENCY agree that M2 funding is subject to AGENCY fulfilling
5 M2 eligibility requirements; and

6 **WHEREAS**, AUTHORITY and AGENCY agree that PROJECT must adhere to the CTFP
7 Guidelines precepts except where specific more detailed instruction is provided through Project V
8 Guidelines or within this Cooperative Agreement; and

9 **WHEREAS**, AGENCY intends to execute a grant subrecipient agreement with Rancho
10 Transportation Management Association (Rancho TMA dba RanchRide) (the "Subrecipient
11 Agreement"), whereby Rancho TMA dba RanchRide will be the service provider to administer, operate,
12 maintain and manage PROJECT and AGENCY will act as a pass-through agency for administering
13 quarterly reimbursements and AUTHORITY required data consistent with the program guidelines, a
14 copy of the Subrecipient Agreement is attached hereto as Exhibit B: Subrecipient Agreement; and

15 **WHEREAS**, AGENCY's fixed-route and special event service is open to the public, and fully
16 accessible for persons with disabilities, in compliance with the Americans with Disabilities Act; and

17 **WHEREAS**, AUTHORITY's BOARD has agreed to provide Project V funding in the amount not-
18 to-exceed Two Million Forty-One Thousand Five Hundred Forty-Seven Dollars (\$2,041,547) for up to
19 seven (7) years of operating subsidy for shuttle services consistent with operating statistics as defined
20 in the Project V Guidelines; and

21 **WHEREAS**, AGENCY has agreed to provide ten percent (10%) local match of Two Hundred
22 Twenty-Six Thousand Eight Hundred Thirty-Eight Dollars (\$226,838) for match for up to seven (7) years
23 in accordance with Exhibit A: County of Orange Project V Funding Schedule subject to performance
24 requirements and AUTHORITY funding limitations; and

25 **WHEREAS**, this Cooperative Agreement defines the specific terms, conditions, roles and
26 funding responsibilities between AUTHORITY and AGENCY for PROJECT(s); and

1 **WHEREAS**, the AUTHORITY's BOARD approved this PROJECT on June 13, 2016; and

2 **WHEREAS**, AGENCY's board of Supervisors approved this Cooperative Agreement on this

3 _____ day of _____ 2016;

4 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and AGENCY as
5 follows:

6 **ARTICLE 1. COMPLETE AGREEMENT**

7 A. This Cooperative Agreement, including any attachments incorporated herein and
8 made applicable by reference, constitutes the complete and exclusive statement of the term(s) and
9 condition(s) of this Cooperative Agreement between PARTIES and it supersedes all prior
10 representations, understandings, and communications. The invalidity in whole or in part of any term
11 or condition of this Cooperative Agreement shall not affect the validity of other term(s) or condition(s)
12 of this Cooperative Agreement. The above referenced Recitals are true and correct and are
13 incorporated by reference herein.

14 B. AUTHORITY's failure to insist on any instance(s) of AGENCY's performance of any
15 term(s) or condition(s) of this Cooperative Agreement shall not be construed as a waiver or
16 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s)
17 or condition(s), and AGENCY's obligation in respect thereto shall continue in full force and effect.
18 Changes to any portion of this Cooperative Agreement shall not be binding upon AUTHORITY
19 except when specifically confirmed in writing by an authorized representative of AUTHORITY by way
20 of a written amendment to this Cooperative Agreement and issued in accordance with the provisions
21 of this Cooperative Agreement.

22 C. AGENCY's failure to insist on any instance(s) of AUTHORITY's performance of any
23 term(s) or condition(s) of this Cooperative Agreement shall not be construed as a waiver or
24 relinquishment of AGENCY's right to such performance or to future performance of such term(s) or
25 condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force and effect.
26 Changes to any portion of this Cooperative Agreement shall not be binding upon AGENCY except

1 when specifically confirmed in writing by an authorized representative of AGENCY by way of a
2 written amendment to this Cooperative Agreement and issued in accordance with the provisions of
3 this Cooperative Agreement.

4 **ARTICLE 2. SCOPE OF AGREEMENT**

5 This Cooperative Agreement specifies the roles and responsibilities of both AUTHORITY and
6 AGENCY as they pertain to the subject and PROJECT addressed herein. Both AUTHORITY and
7 AGENCY agree that each will cooperate and coordinate with the other in all activities covered by this
8 Cooperative Agreement and any other supplemental agreements, including Letter Agreements, which
9 may be required to facilitate purposes thereof.

10 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

11 AUTHORITY agrees to the following responsibilities for PROJECT:

12 A. Upon invoice, AUTHORITY to provide AGENCY operating subsidy in the amount not-to-
13 exceed Two Million Forty-One Thousand Five Hundred Forty-Seven Dollars (\$2,041,547) for up to
14 seven (7) years consistent with Exhibit A: County of Orange Project V Estimated Funding Schedule.
15 Operating subsidy will be no more than Nine Dollars (\$9.00) per boarding consistent with Exhibit A or
16 ninety percent (90%) of operations and maintenance costs whichever is lower.

17 B. AUTHORITY to provide funding in accordance with the BOARD-approved Revised
18 Project V guidelines and funding may be discontinued in the event that the Minimum Performance
19 Standards, as outlined in the Revised Project V Guidelines, are not met.

20 C. In the event that the minimum performance standards are not met after first and second
21 year of service and maintained every year thereafter to provide sixty (60) days' notice to AGENCY that
22 support for service will be discontinued.

23 **ARTICLE 4. RESPONSIBILITIES OF AGENCY**

24 AGENCY agrees to the following responsibilities for PROJECT:

25 A. AGENCY to provide eligible local match funds in the amount of ten percent (10%) of
26 required cost in accordance with Exhibit A: County of Orange Project V Estimated Funding Schedule or

1 balance of net operations and maintenance costs after AUTHORITY has paid Nine Dollars (\$9.00) per
2 boarding and inflated annually consistent with Exhibit A, whichever is greater.

3 B. If AGENCY receives operating subsidy for PROJECT use from any other non-
4 AUTHORITY source, AGENCY will not invoice AUTHORITY for the amount received from the other
5 non-AUTHORITY source(s).

6 C. AGENCY will notify AUTHORITY regarding any non-OCTA revenues received for
7 PROJECT and AUTHORITY funds may not pay for services already supported through these
8 non-OCTA revenues.

9 D. AGENCY shall provide to AUTHORITY, on a quarterly basis ("Quarterly Report"), a
10 report summarizing the following statistics relative to the PROJECT during the relevant reporting period:
11 A) Total Revenue Vehicle Hours, (B) Total Boardings, (C) Boardings per Revenue Vehicle Hour,
12 (D) Operating Costs, (E) Net Operating Costs (i.e., Operating Costs less fares or other non-OCTA
13 subsidy), (F) Reimbursement per Net Operating Costs and (G) Reimbursement per Boarding. The
14 Quarterly Report shall be provided concurrent with, and as part of, the quarterly Invoice submitted by
15 Rancho TMA dba RanchRide. Each Quarterly Report shall include such supporting documentation as
16 OCTA and/or AGENCY may reasonably request. If Rancho TMA dba RanchRide elects not to submit
17 an Invoice for one (1) or more quarters during the Term, Rancho TMA dba RanchRide shall still be
18 obligated to submit a Quarterly Report for the relevant reporting period. In such instances, Rancho
19 TMA dba RanchRide shall provide the Quarterly Reports no later than the following dates during the
20 Term of this Cooperative Agreement:

- 21 (1) March 1
- 22 (2) June 1
- 23 (3) September 1
- 24 (4) December 1

25 E. AGENCY to act as a pass-through agency for administering annual reimbursements and
26 AUTHORITY-required data, consistent with the program guidelines whereby Rancho TMA dba

1 RanchRide, as party to the Subrecipient Agreement, will be the service provider to administer, operate,
2 maintain and manage PROJECT.

3 F. AGENCY service shall meet minimum standard of six (6) boardings per Revenue
4 Vehicle Hour, which must be achieved within the first twelve (12) months of operation and ten (10)
5 boardings per revenue vehicle hour within twenty-four (24) months of operation and every year
6 thereafter.

7 G. AGENCY shall provide separate and distinct cost accounting for all fixed route and
8 special event services.

9 H. AGENCY may request a time extension in accordance with the procedures identified in
10 the CTFP Guidelines to use any operating funds not used and available at the end of the initial seven
11 (7) year term.

12 I. AGENCY to notify AUTHORITY of any non-AUTHORITY revenues received for the
13 PROJECT.

14 J. AGENCY shall include and identify any non-AUTHORITY or grant revenues received
15 along with any requirements associated with external fund sources for PROJECT in payment to
16 AUTHORITY for local match.

17 K. AGENCY will invoice AUTHORITY within sixty (60) days from the end of each Fiscal
18 Year to receive quarterly reimbursement per Exhibit A: County of Orange Project V Estimated Funding
19 Schedule and consistent with Article 5 below.

20 L. Agency will adopt a Paratransit Plan in consultation with AUTHORITY.

21 **ARTICLE 5. REQUEST FOR REIMBURSEMENT**

22 A. AGENCY shall contribute matching funds, as is specified within this
23 Cooperative Agreement in ARTICLE 4, Paragraph A, toward the actual costs of PROJECT.

24 B. AGENCY shall invoice AUTHORITY within sixty (60) days to receive quarterly
25 reimbursement, per Exhibit A: County of Orange Project V Estimated Funding Schedule and shall
26 provide supporting documentation in accordance with the guidelines of the CTFP Guidelines approved

1 the AUTHORITY board. AGENCY's invoice shall include allowable PROJECT costs incurred and paid
2 for by AGENCY consistent with PROJECT's Scope of Work. The invoice submitted by AGENCY shall
3 be signed by an authorized agent who can duly certify the accuracy of the included information.
4 Advance payments by AUTHORITY are not allowed.

5 C. The invoice shall be submitted on AGENCY's letterhead.

6 D. The invoice shall be submitted by AGENCY and in duplicate to AUTHORITY's Accounts
7 Payable Office. Each invoice shall include the following information:

8 a. Cooperative Agreement Number C-6-1309;

9 b. The total of PROJECT expenditures shall specify the percent and
10 amount to be reimbursed which shall not exceed ninety percent (90%) of the balance of net operations
11 and maintenance costs after AUTHORITY has paid Nine Dollars (\$9.00) per boarding, in accordance
12 with Exhibit A: County of Orange Project V Estimated Funding Schedule. In addition, if AGENCY
13 receives operating subsidy from any other non-AUTHORITY source, AGENCY shall not invoice OCTA
14 for the amount received from the other non-AUTHORITY source(s). Supporting documentation for all
15 expenses must be provided including invoices.

16 c. Adequate detail describing all work completed.

17 d. Documentation providing evidence that the contractor has been paid by
18 AGENCY.

19 e. Each invoice for operating and maintenance subsidy shall include the
20 following operating statistics for the fiscal year (July 1 through June 30) to date: Revenue Vehicle
21 Hours, Total Boardings, Boardings per Revenue Vehicle Hour, Operating Costs, Net Operating Costs
22 (Costs less fares), Reimbursement per Net Operating Costs, and Reimbursement per Boarding.

23 f. Certification signed by AGENCY or his/her designated alternate that a)
24 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The
25 backup information included with the invoice is true, complete and correct in all material respects; c) All
26 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will

1 be made to subcontractors and suppliers from the proceeds of the payments covered by the
2 certification and; e) The invoice does not include any amount which AGENCY intends to withhold or
3 retain from a subcontractor or supplier unless so identified on the invoice.

4 g. Such other information as requested by AUTHORITY.

5 E. Total payments shall not exceed the Funding Amount specified in Article 3, paragraph A.

6 F. AGENCY shall submit final invoice no later than one hundred eighty (180) days after
7 completion of PROJECT.

8 **ARTICLE 6. DELEGATED AUTHORITY**

9 The actions required to be taken by AGENCY in the implementation of this
10 Cooperative Agreement are delegated to its Director of Public Works, or his/her designee, and the
11 actions required to be taken by AUTHORITY in the implementation of this Cooperative Agreement are
12 delegated to AUTHORITY's Chief Executive Officer or his designee.

13 **ARTICLE 7. AUDIT AND INSPECTION**

14 AUTHORITY and AGENCY shall maintain a complete set of records in accordance with
15 generally accepted accounting principles. Upon reasonable notice, AGENCY shall permit the
16 authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books,
17 accounts, and other data and records of AGENCY throughout the term of this Cooperative Agreement,
18 and for a period of five (5) years after final payment, or completion of audit by the AUTHORITY, or after
19 final payment of debt service, whichever is longer. For purposes of audit, the date of completion of this
20 Cooperative Agreement shall be the date of AUTHORITY's payment of AGENCY's final billing under
21 this Cooperative Agreement. AUTHORITY shall have the right to reproduce any such books, records,
22 and accounts. The above provision with respect to audits shall extend to and/or be included in contracts
23 with AGENCY's contractor(s).

24 **ARTICLE 8. INDEMNIFICATION**

25 A. To the fullest extent permitted by law, AGENCY shall defend (at AGENCY's sole cost
26 and expense with legal counsel reasonably acceptable to AUTHORITY), indemnify, protect, and hold

1 harmless AUTHORITY, its officers, directors, employees, and agents (collectively the “Indemnified
2 Parties”), from and against any and all liabilities, actions, suits, claims, demands, losses, costs,
3 judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses
4 including legal costs and attorney fees (collectively “Claims”), including but not limited to Claims arising
5 from injuries to or death of persons (AGENCY’s employees included), for damage to property, including
6 property owned by AUTHORITY, or from any violation of any federal, state, or local law or ordinance,
7 alleged to be caused by the negligent acts, omissions or willful misconduct of AGENCY, its officers,
8 directors, employees or agents in connection with or arising out of the performance of this Cooperative
9 Agreement.

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

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

23 **ARTICLE 9. ADDITIONAL PROVISIONS:**

24 PARTIES agree to the following mutual responsibilities:

25 A. Term of Agreement: This Cooperative Agreement shall continue in full force and effect
26 on an annual basis subject to meeting minimum performance standards of ridership or

1 December 31, 2023, whichever is earlier. This Cooperative Agreement may only be extended upon
2 mutual agreement by both PARTIES.

3 B. Termination: In the event either Party defaults in the performance of their obligations
4 under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party
5 shall have the option to terminate this Agreement upon thirty (60) days' prior written notice to the other
6 Party.

7 C. Termination for Convenience: Either Party may terminate this Agreement for its
8 convenience by providing thirty (60) days' prior written notice of its intent to terminate for convenience to
9 the other Party.

10 D. Amendments: This Cooperative Agreement may be amended in writing at any time by
11 the mutual consent of all PARTIES. No amendment shall have any force or effect unless executed in
12 writing by all PARTIES.

13 E. PARTIES shall comply with all applicable federal, state, and local laws, statues,
14 ordinances and regulations of any governmental authority having jurisdiction over the PROJECT.

15 F. Legal Authority: PARTIES hereto consent that they are authorized to execute this
16 Cooperative Agreement on behalf of said PARTIES and that, by so executing this Cooperative
17 Agreement, the PARTIES hereto are formally bound to the provisions of this Cooperative Agreement.

18 G. Severability: If any term, provision, covenant or condition of this Cooperative Agreement
19 is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent
20 jurisdiction, the remainder of this Cooperative Agreement shall not be affected thereby, and each term,
21 provision, covenant or condition of this Cooperative Agreement shall be valid and enforceable to the
22 fullest extent permitted by law.

23 H. Counterparts of Agreement: This Cooperative Agreement may be executed and
24 delivered in any number of counterparts, each of which, when executed and delivered shall be deemed
25 an original and all of which together shall constitute the same agreement. Facsimile signatures will be
26 permitted.

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

9 J. Assignment: Neither this Cooperative Agreement, nor any of the PARTIES' rights,
10 obligations, duties, or authority hereunder may be assigned in whole or in part by any PARTY without
11 the prior written consent of the other PARTIES in their sole and absolute discretion. Any such attempt
12 of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not
13 be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such
14 subsequent assignment.

15 K. Governing Law: The laws of the State of California and applicable local and federal
16 laws, regulations and guidelines shall govern this Cooperative Agreement.

17 L. Litigation fees: Should litigation arise out of this Cooperative Agreement for the
18 performance thereof, the court shall award costs and expenses, including attorney's fees, to the
19 prevailing PARTY.

20 M. Notices: Any notices, requests, or demands made between the PARTIES pursuant to
21 this Cooperative Agreement are to be directed as follows:

22 /

23 /

24 /

25 /

26 /

**ATTACHMENT B
COOPERATIVE AGREEMENT NO. C-6-1309**

To AGENCY:	To AUTHORITY:
County of Orange	Orange County Transportation Authority
300 N. Flower Street Santa Ana, California 92703-5000	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Shane L. Silsby	Attention: Donald Herrera
Director of Public Works	Contracts Administrator
714-667-8800 shane.silsby@ocpw.ocgov.com	Tel: 714-560-5644 E-mail: dherrera@octa.net With a copy that shall not constitute Notice to: Cc: Sam Kaur Section Manager, Measure M Local Programs skaur@octa.net

N. Successors and Assigns: The provisions of this Cooperative Agreement shall bind and inure to the benefit of each of the PARTIES hereto, and all successors or assigns of the PARTIES hereto.

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COOPERATIVE AGREEMENT NO. C-6-1309

This Cooperative Agreement shall be made effective upon execution by both PARTIES.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Cooperative Agreement No. C-6-1309 to be executed on the date first above written.

COUNTY OF ORANGE

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Lisa A. Barlett
Chairman of the Board of Supervisors

Darrell Johnson
Chief Executive Officer

ATTEST:

APPROVED AS TO FORM

By: _____

By: _____

Robin Stieler
Clerk of the Board of Supervisors

James Donich
General Counsel

APPROVED AS TO FORM:

APPROVAL RECOMMENDED:

By:  _____

By: _____

Matthew Sprissler *12.21.2016*
Agency Attorney

Kia Mortazavi
Executive Director, Planning

Dated: _____

Dated: _____

Exhibit A										
County of Orange Project V Funding Schedule										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7			
	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23			
Operations										
OCTA Share	\$ 291,649	\$ 291,649	\$ 291,649	\$ 291,650	\$ 291,650	\$ 291,650	\$ 291,650	\$	\$	2,041,547
Local Agency Match	\$ 32,406	\$ 32,406	\$ 32,406	\$ 32,405	\$ 32,405	\$ 32,405	\$ 32,405	\$	\$	226,838
Total Project Cost	\$ 324,055	\$ 324,055	\$ 324,055	\$ 324,055	\$ 324,055	\$ 324,055	\$ 324,055	\$	\$	2,268,385
Total OCTA Share										\$2,041,547
Total Local Share										\$226,838
Total Project Cost										\$2,268,385
Total OCTA Percentage										90%
Total City Match Percentage										10%

Exhibit B

Subrecipient Agreement

[See Attached]

Exhibit 2

NTD Reporting Form

**Contractual Relationship (B-30) – County of Orange (Grant Recipient)
Rancho TMA (Grant Subrecipient)**

Contract Summary

Contractual Position	
Type of Contract	
Primary Feature	
Public Assets Provided	
Service Captured	
Other Party	

Key Financial and Operation Statistics

Mode	Type of Service	VOMS under Contract	# of Months Seller Operated Service During Reporting Period	Purchased Transportation Fare Revenues (K-10 Fare Revenues)	Contract/Subsidy Operating Expenses Net of Fare Revenues and Capital Leasing Expenses	Total Contract/Subsidy Operating Expenses (F-30 Object Class 508)	Contract Capital Leasing Expenses (F-40 Object Classes 512-515)	Total Contract/Subsidy Costs	Other Operating Expenses Incurred by the Buyer (F-30 Object Class ≠508)	Total Modal Expenses	Other Reconciling Item Expenses Incurred by the Buyer

Exhibit 3

Form of Annual Performance Report

Project Title: "RanchRide"

Agency: County of Orange

Program Operator: Rancho TMA

Annual Reporting Period: _____ to _____

Submittal Date: _____

Item	Description	Amount/Value
A	Total Vehicle Hours (during annual reporting period)	
B	Total Boardings (during annual reporting period)	
C	Boardings per Vehicle Hour [B ÷ A] *	

* Per express terms of OCTA Project V Guidelines, "Boardings per Vehicle Hour" for RanchRide Program must meet the following standards:

- First twelve (12) months of Program: Six (6) Boardings per Hour
- Each subsequent twelve (12) month period: Ten (10) Boardings per Hour

Agreement No. MA-080-17010193

Exhibit 4

Form of Invoice and Quarterly Report

To:	County of Orange OC Public Works / Infrastructure Programs _____ Attn: Manager	Invoice Date:	_____
Project Title:	"RanchRide"	Billing Period:	_____ to _____
Program Operator:	Rancho TMA	Invoice No.:	_____
		Contract No.:	MA-080-17010193
		Total Request:	\$ _____

Cumulative Reimbursements Received to Date

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Cumulative Amounts Not to Exceed: \$2,041,547.00
Q1	\$	\$	\$	\$	\$	\$	\$	
Q2	\$	\$	\$	\$	\$	\$	\$	
Q3	\$	\$	\$	\$	\$	\$	\$	
Q4	\$	\$	\$	\$	\$	\$	\$	

Current Reimbursement Request

Service Provided	(A) Cost of Service	(B) Operator Match Percentage (10%)	(C) Operator Share (A x B)	(D) Reimbursement Request (A - C)
	\$	10%	\$	\$
	\$	10%	\$	\$
	\$	10%	\$	\$
	\$	10%	\$	\$

Total Reimbursement Requested for Current Quarter: \$ _____

Quarterly Report (for period beginning _____ and ending _____)					
(E)	Total Revenue Vehicle Hours:		(H)	Reimbursement Requested:	\$
(F)	Total Boardings:		(I)	Net Operating Costs: (i.e., Operating Costs - LESS - fares or other non-OCTA subsidy)	\$
(G)	Boardings per Revenue Vehicle Hour: (F ÷ E)			Reimbursement per Net Operating Costs: (H ÷ I)	\$
	Operating Costs:	\$		Reimbursement per Boarding ¹ : (H ÷ F):	\$

The undersigned represents and certifies that (i) this invoice is a true, complete and correct statement of reimbursable costs and progress; (ii) the backup information included with this invoice is true, complete and correct in all material respects; (iii) all payments due and owing to subcontractors and suppliers have been made; (iv) timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by this certification; and (v) this invoice does not include any amount which Rancho TMA intends to withhold or retain from a subcontractor or supplier unless specifically identified.

The undersigned further represents and certifies that the information provided in the above-included Quarterly Report is accurate and correct in all material respects.

Signed

Date