



AGENDA

REGULAR BOARD OF DIRECTORS MEETING WEDNESDAY, FEBRUARY 4, 2026 – 10:00 AM

GCTD ADMINISTRATIVE FACILITY
1901 AUTO CENTER DRIVE
OXNARD, CA 93036-7966

www.GoldCoastTransit.org

The meeting will be IN PERSON.

Hybrid / Remote Participation for the Public is available via ZOOM Webinar

<https://us02web.zoom.us/j/85282403170>

A. CALL TO ORDER – 10:00 am

B. ROLL CALL

Chair – Martha McQueen-Legohn, Mayor, City of Port Hueneme
Vice Chair – Rachel Lang, Councilmember, City of Ojai
Director – Matt LaVere, Supervisor District 1, County of Ventura
Director – Dr. Jeannette Sanchez-Palacios, Mayor, City of Ventura
Director – Gabriela Rodriguez, Councilmember, City of Oxnard

C. CEREMONIAL CALENDAR

- **Pledge of Allegiance**
- **Employee Service Awards – January 2026**

Chiharu Endo-Lee, Operations Manager – 20 years
Silvia Guerrero, Bus Operator – 20 years

- **Recognition of Transit Equity Day “Rosa Parks Day” – February 4th**

D. GENERAL PUBLIC COMMENT PERIOD

The GCTD Board of Directors will consider public comments for business matters that are not on the agenda. Each speaker is limited to three (3) minutes. The presiding officer shall enforce the time limit. Such matters cannot be discussed by the Board at the time of presentation but may be referred to the general manager/secretary for administrative action or public report at a later meeting or scheduled on a subsequent agenda for consideration. This rule shall not prohibit a member of the Board, at this time, from briefly responding to a public statement, question, or proposed initiative, as provided in Government Code Section 54954.2. Speakers are requested to complete a green speaker form from the Clerk of the Board and file it with the Clerk before speaking. Public members may participate in the Board Meeting either In Person at 1901 Auto Center Drive, Oxnard, CA, or by emailing or mailing their public comments to the Clerk of the Board before 9:00 AM on the morning of the meeting. In addition, members may also participate in the meeting by logging into Zoom **HERE**.

E. BOARD OF DIRECTORS’ REPORTS

The Board of Directors may use this time to report on any activities in their respective jurisdictions that may be of interest to the District.

GOLD COAST TRANSIT DISTRICT

Gold Coast Transit District
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F. AGENDA REVIEW

The Board of Directors may use this time to make a motion to make changes to the agenda.

G. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: General Manager / Director of Human Resources

Employee organization: TEAMSTERS Local #186

H. GENERAL MANAGER'S REPORT

2. General Manager's Monthly Report

Recommendation: The General Manager will provide a brief update on agency activities.

Staff: Vanessa Rauschenberger, General Manager

I. CONSENT ITEMS

All items listed under consent are to be considered routine by the governing body and will be enacted by one motion in the form listed unless items are removed for separate consideration.

3. Minutes of October & December 2025 Board of Directors Meeting

Recommendation: Approve the October 1st Board of Directors Meeting Minutes

Staff: Angelica Delgado, Clerk of the Board/Executive Assistant

4. Report of Monthly Expenditures

Recommendation: Receive Report of Expenditures for the Month of Oct '25 - Jan '26

Staff: Angelica Salatan, Accounting Specialist

5. Report of Monthly Budget/Actual Report

Recommendation: Receive Report of Budget/Actual for the Month of Sept-Dec '25

Staff: Christine Feng, Chief Financial Officer/AGM

6. Report of Contracts Awarded

Recommendation: Receive Report of Contracts Awarded for the Months of Oct '25 - Jan '26

Staff: Tanya Hawk, Inventory & Asset Management Coordinator

7. Quarterly Investment Report

Recommendation: Receive and File Quarterly Investment Report – 1st & 2nd Quarter FY 2026

Staff: Christine Feng, Chief Financial Officer/AGM

8. Fixed Route and Demand Response FY 26 2nd Quarter Update

Recommendation: Receive and File the 2nd Quarter FY 26 Quarterly Update on Ridership

Staff: Austin Novstrup, Planning Manager and Robbie Lucio, Mobility Management Coordinator

9. Consider Approval of Contract with Coastal Occupational Medical Group for Drug and Alcohol Analysis Services

Recommendation: Consider Award of Contract to Coastal Occupational Medical Group for Drug and Alcohol Analysis Services in the Amount of \$240,000 for the period of two (2) Years and three (3) option years.

Staff: Tanya Hawk, Inventory/Asset Management Coordinator

10. Consider Approval of Contract with Commune Communication for Marketing Services

Recommendation: Consider Award of Contract to Commune Communication Marketing Services in the Amount of \$250,000 for the period of two (2) Years and three (3) option years.

Staff: Tanya Hawk, Inventory/Asset Management Coordinator

11. Consider Approval of Resolution 2025-05 Approving Annual Update to Public Transportation Safety Plan (PTASP)

Recommendation: Consider Approval of Resolution 2025-05 Approving Update to PTASP as required by the Federal Transit Administration (FTA). This report has no financial impact.

Staff: Alex Zaretsky, Director of Human Resources (Chief Safety Officer)

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J. FORMAL ITEMS - PUBLIC COMMENTS ON AGENDA ITEMS

The GCTD Board of Directors will consider public comment on any item appearing on the agenda at the time that the agenda item has been called by the presiding officer and after the staff report has been given. Each speaker is limited to five (5) minutes of comment on all agenda items in total. Speakers are requested to complete a green speaker form, available from the Clerk of the Board or on the speaker's podium, and file it with the Clerk before speaking.

12. Consider Election of Board of Officers for Calendar Year 2026

Recommendation: Election of Board of Officers for Calendar Year 2026

Staff: Angie Delgado, Clerk of the Board & Vanessa Rauschenberger, General Manager

13. Consider Approval of Board of Directors Meeting Calendar for 2026

Recommendation: Consider Approval Board of Directors Meeting Calendar for 2026

Staff: Angie Delgado, Clerk of the Board & Vanessa Rauschenberger, General Manager

14. Consider Adoption of Resolution Number 2026-01, Approving Memorandum of Understanding (MOU) between Gold Coast Transit District and Teamsters 186 (Dispatcher/Reservations Unit)

Recommendation: Consider Approving the Memorandum of Understanding (MOU) between Gold Coast Transit District and Teamsters 186 (Dispatcher/Reservations Unit) 2026-2028.

Staff: Alex Zaretsky, Director of Human Resources

15. Hold a Public Hearing to Consider Approval of Resolution 2026-02 and Authorize the General Manager to Sign Agreements with Distributed Solar Projects, LLC for Solar Energy Services

Recommendation: Hold a public hearing and consider adoption of Resolution 2026-02 making findings that the cost of the proposed solar photovoltaic energy system to be designed, constructed and operated pursuant to the terms of an energy services agreement with Distributed Solar Projects, LLC, will be less than the anticipated marginal cost to the authority of electrical or other energy that would have been consumed by the district if such project was not completed. In addition, consider authorizing the General Manager to finalize and sign agreements with Distributed Solar Projects, LLC (DSD Renewables).

Staff: Marlena Kohler, Procurement Manager/DBE Officer

16. Consider Authorizing the General Manager to Issue a Purchase Order for Eight (8) Low-Floor CNG (Near Zero Emission) Replacement Buses from Gillig LLC

Recommendation: Consider Authorizing the General Manager to Issue a Purchase Order in the amount \$7,532,998 to purchase 8 Low Floor CNG (Near Zero Emission) buses from Gillig. (*Pursuant to GCTD Bylaws purchases over \$5 million shall be conducted by a weighted vote.*)

Staff: Marlena Kohler, Procurement Manager/DBE Officer & Lorne Henderson, Fleet Manager

17. Hydrogen Station Project Update & Discussion of Zero Emissions Transition Timeline

Recommendation: Receive presentation on the status of GCTD's Hydrogen Station Project and Zero Emissions Transition Efforts, including discussion of Revisiting Transition Timeline

Staff: James Beck, Director of Operations and Maintenance and Vanessa Rauschenberger, General Manager

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INFORMATIONAL ITEMS

18. [Update on Short Range Transit Plan – Update on SRTP Public Outreach Plan](#)

Recommendation: Receive Update on Community Outreach efforts related to implementation of Short Range Transit Plan upcoming route changes recommendations.

Staff: Austin Novstrup, Planning Manager

19. [Future Agenda Items](#)

Recommendation: Discussion of topics to be discussed at a future meeting.

Staff: Vanessa Rauschenberger, General Manager

The next regular meeting of the GCTD Board of Directors will be held on **March 4, 2026, at 10:00 AM at 1901 Auto Center Drive, Oxnard, CA 93036**. Copies of administrative reports relating to the Board agenda are available online at www.GoldCoastTransit.org or from the Clerk of the Board, Gold Coast Transit District, 1901 Auto Center Drive, Oxnard, CA, 93036-7966.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THE MEETING, PLEASE CONTACT THE CLERK OF THE BOARD AT (805) 483-3959, Ext. 160, OR E-MAIL adelgado@gctd.org OR THROUGH THE CALIFORNIA RELAY SERVICE AT 711. NOTIFICATION 72 HOURS PRIOR TO THE MEETING WILL ENABLE GCTD TO MAKE REASONABLE ACCOMMODATIONS TO ENSURE ACCESSIBILITY TO THE MEETING.



General Manager's Monthly Report – February 2026

Welcome New Employees

Please join me in extending a warm welcome to our new Bus Operators for our Fixed Route, and our Service Worker, all pictured below. These new members of our team have currently completed an intensive 6–8-week training program and will soon be on the road serving our customers.

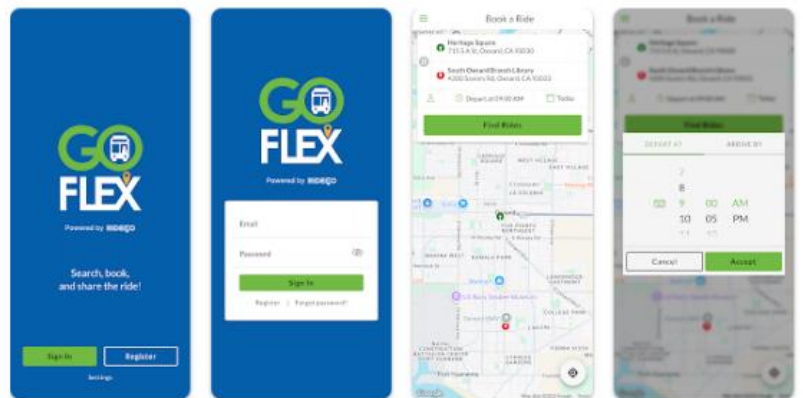


February 4th is Transit Equity Day

All transit rides will be free as part of the Countywide Free Fare Days. This day honors Rosa Parks, Claudette Colvin, and other women whose courage helped secure equal access to public transit. Transit Equity Day is now recognized nationwide for promoting fairness and accessibility in transportation.

New Demand Response Software RideCo

The transition to the new RideCo system is complete. This system was procured by VCTC so that all transit operators could utilize the same scheduling system. In the next few weeks, we will begin to promote the "GO Flex App," allowing riders to book their own trips if they wish. There's been tremendous effort in setting up riders, configuring the software, and adapting processes. Kudos to everyone involved for their dedication, flexibility, and teamwork in making this transition a success!



TDA and FTA - Triennial Review Update

I want to take a moment to recognize and express appreciation for the exceptional work our staff has undertaken in preparation for both the TDA (Transportation Development Act) audit/review and the FTA Triennial Review. These two major compliance processes require extensive documentation, interdepartmental coordination, data gathering, and responses to complex regulatory questions.

- **TDA Review:** All required documentation was submitted by the January 16th due date, and we have a virtual site visit with reviewers scheduled for February 10, 2026.
- **FTA Triennial Review:** We are working to provide documentation to meet our February 27th deadline. The agency will continue to respond and work with auditors as the July 2026 site visit approaches. We will continue to keep the Board apprised of any developments or findings as these reviews progress.

Outreach Activities

- **Citizens Transportation Advisory Committee / Social Services Transportation Advisory Council** - Cynthia Duque, Director of Planning & Marketing, provided a presentation on GO ACCESS and Flexible Services, including a Q&A session. She distributed bus books, brochures, and customer service cards to attendees. Operations Assistant Manager Gilbert Pinon and Mobility Management Coordinator Robbie Lucio were also present to support the presentation and answer questions.
- **Ventura College Student Success Resource Fair** - To kick off the spring semester, Gold Coast Transit District staff joined Ventura College's Student Success Resource Fair to connect with students and campus visitors. Representing GCTD were **Wesley Cooksy**, Planner, and **Robbie Lucio**, Mobility Management Coordinator, who shared valuable information about GCTD's Fixed-Route and Flexible Service options. The event provided an excellent opportunity to engage with college students, staff, and local high school counselors about public transportation resources that support access to education and community opportunities.



General Manager Activities & Meetings Attended

- December 3 – GCTD Board Meeting and Holiday Bus Ribbon Cutting
- December 4-5 – Attended CalTIP Board Meeting in San Diego
- December 6 – Participated in Oxnard Christmas Parade
- December 10 – Participated in Communications Training with Admin
- January 9 – Gave a presentation/tour to VCLA on "Transportation Day"
- January 11 – Attended RideCo Training with Drivers
- January 12 – Attended Joint Labor Management Meeting
- January 14 – Presented to CASA Case Supervisors on Transit Options
- January 15 – Held Coffee with the GM
- January 16 – Attended RideCo Training with Dispatch
- January 21 – Attended APTA's THUD Federal Funding Update Webinar
- January 26 – Attended APTA's Join Small Operators and Operations Webinar
- February 3 – Hosting VC Special Districts Association Board Meeting and Tour



OUR MISSION

Our mission is serving, moving, and connecting people to opportunity –one ride at a time.



OUR VISION

Our vision is to revolutionize transportation in Ventura County by leading initiatives that improve the rider experience, achieve clean air, and drive economic vitality.



Item #3

**MINUTES OF THE REGULAR BOARD OF DIRECTORS MEETING
WEDNESDAY, DECEMBER 3, 2025 – 10:00 am
THIS MEETING WAS HELD IN PERSON & VIA ZOOM (HYBRID)**

A. CALL TO ORDER

Chair McQueen-Legohn called the Regular Board of Directors of Gold Coast Transit District meeting to order at 10:04 am at the GCTD Administrative Facility, 1901 Auto Center Drive, Oxnard, California.

Due to the absence of a quorum, the meeting was convened, but no official business was conducted, and no actions were taken.

B. ROLL CALL

Chair – Martha McQueen-Legohn, City of Port Hueneme

Vice Chair – Rachel Lang, City of Ojai

Director – Matt LaVere, County of Ventura - **Absent**

Director – Dr. Jeannette Sanchez-Palacios, City of Ventura - **Absent**

Director – Gabriela Rodriguez, City of Oxnard - **Absent**

STAFF PRESENT

Vanessa Rauschenberger, General Manager

Christine Feng, CFO/Assistant GM

Ana Perez, Clerk of the Board

Cynthia Duque, Director of Planning & Marketing

James Beck, Director of Operations & Maintenance

Austin Novstrup, Planning Manager

Martin Rodriguez, Planner II

Marlena Kohler, Procurement Manager & DBE Officer

Andrea Meza, Planning & Marketing Manager

Lorne Henderson, Fleet Manager

Juan De La Rosa, Facilities Manager

Wesley Cooksy, Planner I

Robbie Lucio, Mobility Mgmt. Coordinator

Veronica Navarro, Finance & Grants Analyst

Tanya Hawk, Inventory & Asset Management Coordinator

Gilbert Piñon, Assistant Operations Manager

Dante McClain, IT Technician

C. CEREMONIAL CALENDAR

Vice-Chair Lang led the Pledge of Allegiance.

EMPLOYEE RECOGNITION

November

Manuel Barbosa, Operator – 20 years

James Beck, Director of Operations & Maintenance – 15 years

Gustavo Hernandez, Operator – 5 years

Don G. Prado, Operator – 5 years

GOLD COAST TRANSIT DISTRICT

December

Gabriel Magana, Service Worker – 10 years

Ms. Rauschenberger thanked employees for their years of service and dedication.

Chair McQueen-Legohn thanked employees for their work and leadership.

D. GENERAL PUBLIC COMMENT

None

E. BOARD OF DIRECTORS REPORTS

Vice-Chair Lang reported that she attended the California Transit Association Fall Conference alongside several Gold Coast Transit District staff members, where she gained valuable insights, built stronger connections with staff, and had a wonderful experience. She added that she is very excited about the future direction of Gold Coast Transit District.

F. AGENDA REVIEW

No quorum was present

G. GENERAL MANAGER'S REPORT

1. GM Update - Vanessa Rauschenberger, General Manager

Ms. Rauschenberger announced that a new class of Bus Operators has completed training and is now on the road, and she noted that it is wonderful to see new operators beginning their service. She further announced the upcoming retirement of Mr. Doug Overton, who joined GCTD as a Bus Operator and also served as a steward with SEIU, bringing many valuable ideas and demonstrating strong leadership. She also recognized the retirement of Ms. Suzanne Chavez after 30 years of dedicated service, expressing the District's deep appreciation and extending best wishes for her retirement.

She stated that the recent California Transit Association Fall Conference was very productive and that she was reelected to the CTA Executive Committee for an additional two-year term, where she looks forward to representing smaller transit operators. In addition, she announced that the Federal Transit Administration has selected GCTD to receive a Low or No Emission (Lo-No) Award in the amount of \$3.6 million to support the purchase of new buses.

She noted that a fixed-route passenger survey is underway, with over 340 responses collected to date, and that similar surveys will begin for demand-response services to better understand riders' needs and guide service improvements in the coming years. Lastly, she reported that GCTD will unveil its holiday bus, which will appear in the Oxnard Christmas Parade and will offer free bus rides throughout the month of December.

H. CONSENT AGENDA –

2. Minutes of October 1st, 2025 Board of Directors Meeting

Recommendation: Approve the October 1st & December 3rd Board of Directors Meeting Minutes

Staff: Angelica Delgado, Clerk of the Board/Executive Assistant

3. Report of Monthly Expenditures

Recommendation: Receive Report of Expenditures for the Month of Oct/Nov 2025

Staff: Angelica Salatan, Accounting Specialist

4. Report of Monthly Budget/Actual Report

Recommendation: Receive Report of Budget/Actual for the Month of Sep/Oct 2025

Staff: Christine Feng, Chief Financial Officer/AGM

5. Report of Contracts Awarded

Recommendation: Receive Report of Contracts Awarded for the Month of Oct/Nov 2025

Staff: Tanya Hawk, Inventory & Asset Management Coordinator

6. Quarterly Investment Report

Recommendation: Receive and File Quarterly Investment Report – 1st Quarter FY 2026

Staff: Christine Feng, Chief Financial Officer/AGM

7. Consider Approval of Contract with Coastal Occupational Medical Group for Drug and Alcohol Analysis Services

Recommendation: Consider Award of Contract to Coastal Occupational Medical Group for Drug and Alcohol Analysis Services in the Amount of \$240,000 for the period of two (2) Years and option years.

Staff: Tanya Hawk, Inventory/Asset Management Coordinator

8. Consider Approval of Resolution 2025-05 Approving Annual Update to Public Transportation Safety Plan (PTASP)

Recommendation: Consider Approval of Resolution 2025-05 Approving Update to PTASP as required by the Federal Transit Administration (FTA). This report has no financial impact.

Staff: Alex Zaretsky, Director of Human Resources (Chief Safety Officer)

Due to the absence of a quorum, consent items deferred to the following meeting.

I. FORMAL ITEMS - PUBLIC COMMENTS ON AGENDA ITEMS

The Gold Coast Transit District Board of Directors will consider public comment on any item appearing on the agenda when the presiding officer has called the agenda item and after the staff report has been given. Each speaker is limited to three (3) minutes of comment on all agenda items. Public members must submit their requests by email to the Clerk of the Board before 9 am on the day of the Board Meeting.

9. Consider Approval of Board of Directors Meeting Calendar for 2026, Angelica Delgado, Clerk of the Board and Vanessa Rauschenberger, General Manager

Due to the absence of a quorum, item deferred to the following meeting.

10. Consider Election of Board of Officers for Calendar Year 2026, Angelica Delgado, Clerk of the Board and Vanessa Rauschenberger, General Manager

Due to the absence of a quorum, item deferred to the following meeting.

11. Consider Authorizing the General Manager to Issue a Purchase Order for Eight (8) Low-Floor CNG (Near Zero Emission) Replacement Buses from Gillig LLC, Marlena Kohler, Procurement Manager/DBE Officer and Lorne Henderson, Fleet Manager

Due to the absence of a quorum, item deferred to the following meeting.

12. Receive Presentation from Auditor on Completion of FY 2025 Annual Comprehensive Financial Report (ACFR), Christine Feng, CFO/Assistant General Manager

Received informational presentation only.

J. INFORMATIONAL ITEMS

13. 1st Quarter FY 26 Fixed Route and Demand Response Quarterly Report, Austin Novstrup, Planning Manager and Robbie Lucio, Mobility Management Coordinator

Received informational presentation only.

K. Future Agenda Items – Vanessa Rauschenberger, General Manager

Received informational presentation only.

There being no further business, Chair McQueen-Legohn adjourned the Board of Directors meeting at 10:52 am.

Minutes recorded by Angelica Delgado, Clerk of the Board of Directors.

Vanessa Rauschenberger
Secretary of the Board of Directors

Chair Martha McQueen-Legohn
Board of Directors

Unless otherwise determined by the Board of Directors, the GCTD Board of Directors' next meeting will be on **February 4, 2026, at 10:00 am**. Copies of administrative reports relating to the Board agenda are available online at www.gctd.org or from the Clerk of the Board, Angelica Delgado, at adelgado@gctd.org Gold Coast Transit District, 1901 Auto Center Drive, Oxnard, CA 93036.



Item #4a

DATE February 4, 2026
TO GCTD Board of Directors
FROM Angelica Salatan, Accounting Specialist AP *a S*
SUBJECT Consider the Approval of Expenditures for the Month of October 2025

Attached is a list of expenditures for the Month of October 2025 from the various GCTD Accounts.

If any member of the Board wishes to review a particular item, please contact me to have the necessary documentation on hand for the meeting.

Attachments:

Accounts Payable Disbursement List – October 2025

GENERAL MANAGER'S CONCURRENCE

A handwritten signature in black ink, reading 'Vanessa Rauschenberger', is written over a horizontal line.

Vanessa Rauschenberger
General Manager

GOLD COAST TRANSIT DISTRICT

CITY OF OJAI | CITY OF OXNARD | CITY OF PORT HUENEME | CITY OF VENTURA | COUNTY OF VENTURA
1901 AUTO CENTER DRIVE, OXNARD, CA 93036-7966 | P 805.483.3959 | F 805.487.0925 | GCTD.ORG

Payee	Reference Amount	TypeOfGoods
DEPT. OF MOTOR VEHICLES	01-Oct-25	\$45.00 DMV ETP RENEWAL
AGRITEC INTERNATIONAL LTD.	02-Oct-25	\$122.45 HAZ MAT DISPOSAL SERVICES
AMERICAN MADE CLEAN INC	02-Oct-25	\$525.00 SERVICES
ASWELL TROPHY	02-Oct-25	\$229.43 AWARDS
CALTIP	02-Oct-25	\$428,109.46 LIABILITY INSURANCE
CITI CARDS	02-Oct-25	\$626.49 OFFICE SUPPLIES
CITY OF OXNARD	02-Oct-25	\$2,013.19 MONTHLY RENT OTC
COUNTY OF VENTURA - IT SVCS. DEPT.	02-Oct-25	\$683.21 REPEATER SITE RENTAL
CUMMINS PACIFIC LLC	02-Oct-25	\$17,270.06 PARTS
DAVID R. LIDREN	02-Oct-25	\$1,385.00 EMPLOYEE EVENTS
EDISON CO.	02-Oct-25	\$27,918.51 ELECTRICAL POWER
FEDERAL EXPRESS CORP.	02-Oct-25	\$13.64 MAIL SERVICES
GILLIG LLC	02-Oct-25	\$9,055.42 PARTS
GLOBAL CTI GROUP, INC.	02-Oct-25	\$720.00 SOL-GPS AND DIAGNOSTIC-VERIZON
GRAINGER	02-Oct-25	\$506.47 MISC. PARTS/SUPPLIES
J N DESIGNS	02-Oct-25	\$163.88 PRINTING/GRAPHICS SERV
LOS ANGELES TRUCK CENTERS, LLC	02-Oct-25	\$3,596.94 PARTS/SERVICE
MACVALLEY OIL COMPANY	02-Oct-25	\$36.26 FUEL
MISSION LINEN SUPPLY	02-Oct-25	\$562.31 MAINTENANCE UNIFORMS
NATIONAL AUTO BODY&PAINT	02-Oct-25	\$8,065.68 BODY WORK
NATIONAL DRIVE HEADQUARTERS	02-Oct-25	\$24.00 PAYROLL DEDUCTION
NATURAL GREEN LANDSCAPE INC.	02-Oct-25	\$4,480.00 LANDSCAPING SERVICES
OK RADIATOR SHOP INC.	02-Oct-25	\$299.35 RADIATOR REPAIRS
PARKHOUSE TIRE, INC.	02-Oct-25	\$684.81 TIRES
PARKHOUSE TIRE, INC.	02-Oct-25	\$67.50 TIRES
PARTS AUTHORITY LLC	02-Oct-25	\$803.31 PARTS
PITNEY BOWES GLOBAL	02-Oct-25	\$214.99 POSTAGE MACHINE
RAYNE WATER CONDITIONING	02-Oct-25	\$231.39 WATER COOLER BREAK ROOM
RED WING SHOE STORE	02-Oct-25	\$475.68 SAFETY SHOES
SUPERIOR PRINTING & GRAPHICS, INC	02-Oct-25	\$18.03 PRINTING SERVICES
THE AFTERMARKET PARTS COMPANY, LLC	02-Oct-25	\$547.04 PARTS/BUSES
TRANSFOR CORPORATION	02-Oct-25	\$346.00 WHEELCHAIR PARTS
TST PRIVATE SECURITY	02-Oct-25	\$6,446.68 SECURITY SERVICES
AFFORDABLE AUTO GLASS	09-Oct-25	\$471.32 AUTO GLASS REPAIR
APPLEONE EMPLOYMENT SERVICES	09-Oct-25	\$2,803.20 TEMPORARY HELP
ASSURANT EMPLOYEE BENEFITS	09-Oct-25	\$1,325.69 DENTAL PREMIUMS
BENEFIT COORDINATORS CORP.	09-Oct-25	\$12,051.10 DENTAL PREMIUMS
BEST BEST & KRIEGER LLP	09-Oct-25	\$26,624.00 GENERAL COUNSEL SERVICE
ENVISION VTA FD AUTO LLC	09-Oct-25	\$7.87 PARTS
FLUID NETWORKS	09-Oct-25	\$56.57 SERVICES
FORTRESS ARMORED SERVICES COMPANY	09-Oct-25	\$433.51 ARMORED CAR SERVICES
FRONTIER COMMUNICATIONS	09-Oct-25	\$701.55 INTERNET PRVDER - PTSIT CNTOR
GMH INC	09-Oct-25	\$1,557.50 HVAC
GREG'S PETROLEUM SERVICE, INC	09-Oct-25	\$2,410.16 OIL SUPPLIER
KIMBALL MIDWEST	09-Oct-25	\$1,737.75 PARTS
MACVALLEY OIL COMPANY	09-Oct-25	\$11,342.73 FUEL
PLATINUM TOW AND TRANSPORT INC.	09-Oct-25	\$390.00 TOWING SERVICES
PUBLIC RISK INNOVATION SOLUTIONS & MANAG	09-Oct-25	\$83,188.42 WORKER'S COMP/EAP PROVIDER
PURE EARTH SYSTEMS, INC.	09-Oct-25	\$400.00 TROUBLE SHOOTING, DIAGNOSTICS
RED WING SHOE STORE	09-Oct-25	\$177.75 SAFETY SHOES
SUPERIOR PRINTING & GRAPHICS, INC	09-Oct-25	\$111.98 PRINTING SERVICES
SUPERIOR SANITARY SUPPLIES	09-Oct-25	\$1,799.71 SUPPLIES

TEAMSTERS LOCAL 186	09-Oct-25	\$1,528.00 PAYROLL DEDUCTION
VASQUEZ AND COMPANY LLP	09-Oct-25	\$19,423.33 AUDITOR
VENTURA COUNTY TRANSPORTATION COMMISSION	09-Oct-25	\$850.00 SMARTCARD SLS
VENTURA FEED & PET SUPPLIES, INC.	09-Oct-25	\$213.35 SAFETY SHOES
VERIZON	09-Oct-25	\$3,645.96 PHONE SRVC - CSC
VERIZON CONNECT FLEET USA LLC	09-Oct-25	\$1,083.84 VEHICLE TRACKING SYSTEM
WEX HEALTH, INC.	09-Oct-25	\$327.00 FSA ADMINISTRATION FEE
BEST BEST & KRIEGER LLP	16-Oct-25	\$38,567.50 GENERAL COUNSEL SERVICE
CALTIP	16-Oct-25	\$37,241.43 LIABILITY INSURANCE
COASTAL OCCUPATIONAL MEDICAL GROUP	16-Oct-25	\$4,640.00 PHYSICALS/DRUG SCREENS
CREATIVE BUS SALES	16-Oct-25	\$604.89 PARATRANSIT BUS/VANS
FEDERAL EXPRESS CORP.	16-Oct-25	\$23.54 MAIL SERVICES
FERGUSON ENTERPRISES, INC	16-Oct-25	\$6.36 SUPPLIES
FIRST CALL AUTO PARTS	16-Oct-25	\$21.83 PARTS
FRONTIER COMMUNICATIONS	16-Oct-25	\$744.40 INTERNET PRVDER - PTSIT CNTOR
GENFARE LLC	16-Oct-25	\$360.63 PARTS
GILLIG LLC	16-Oct-25	\$1,241.81 PARTS
GRAINGER	16-Oct-25	\$379.26 MISC. PARTS/SUPPLIES
GREG'S PETROLEUM SERVICE, INC	16-Oct-25	\$527.25 OIL SUPPLIER
LAWSON PRODUCTS	16-Oct-25	\$142.90 MAINTENANCE SUPPLIES
LIGHTGABLER	16-Oct-25	\$112.50 LEGAL SERVICES
LOS ANGELES TRUCK CENTERS, LLC	16-Oct-25	\$3,218.19 PARTS/SERVICE
MISSION LINEN SUPPLY	16-Oct-25	\$572.91 MAINTENANCE UNIFORMS
MISSION LINEN SUPPLY	16-Oct-25	\$562.31 MAINTENANCE UNIFORMS
NATIONAL AUTO BODY&PAINT	16-Oct-25	\$6,824.63 BODY WORK
NATIONAL DRIVE HEADQUARTERS	16-Oct-25	\$24.00 PAYROLL DEDUCTION
PARKHOUSE TIRE, INC.	16-Oct-25	\$2,516.17 TIRES
PARTS AUTHORITY LLC	16-Oct-25	\$3,010.38 PARTS
PLATINUM TOW AND TRANSPORT INC.	16-Oct-25	\$1,968.81 TOWING SERVICES
PLEXUS GLOBAL	16-Oct-25	\$45.05 BACKGROUND & DRUG SCREENING
RED WING SHOE STORE	16-Oct-25	\$220.64 SAFETY SHOES
SITEONE LANDSCAPE SUPPLY, LLC	16-Oct-25	\$442.61 MAINTENANCE SUPPLIES
SUPERIOR SANITARY SUPPLIES	16-Oct-25	\$212.08 SUPPLIES
TEAMSTERS LOCAL 186	16-Oct-25	\$150.00 PAYROLL DEDUCTION
TELENET VOIP, INC.	16-Oct-25	\$270.00 MONITORING
THE ARC OF VENTURA COUNTY, INC.	16-Oct-25	\$2,654.78 MONEY CNTERS/BUS CLNRS
THE GAS COMPANY	16-Oct-25	\$41,341.03 NATURAL GAS
VENTURA COUNTY AUTO SUPPLY	16-Oct-25	\$98.47 PARTS
CITY OF OXNARD	20-Oct-25	\$4,438.88 UTILITIES/TRASH
APPLEONE EMPLOYMENT SERVICES	23-Oct-25	\$2,803.20 TEMPORARY HELP
BRADY INDUSTRIES OF CALIFORNIA LLC	23-Oct-25	\$4,591.20 JANITORIAL SUPPLIES
CLEAN ENERGY	23-Oct-25	\$34,956.45 REPAIRS
ENVISION VTA FD AUTO LLC	23-Oct-25	\$767.65 PARTS
FIRST CALL AUTO PARTS	23-Oct-25	\$274.56 PARTS
GILLIG LLC	23-Oct-25	\$114.72 PARTS
GLOBAL CTI GROUP, INC.	23-Oct-25	\$360.00 SOL-GPS AND DIAGNOSTIC-VERIZON
INTERSTATE BATTERIES	23-Oct-25	\$2,298.17 BATTERIES
LOS ANGELES TRUCK CENTERS, LLC	23-Oct-25	\$1,630.92 PARTS/SERVICE
LYNETTE COVERLY	23-Oct-25	\$3,565.00 PROFESSIONAL SERVICES
MACVALLEY OIL COMPANY	23-Oct-25	\$10,495.47 FUEL
MISSION LINEN SUPPLY	23-Oct-25	\$552.60 MAINTENANCE UNIFORMS
OCEANVIEW PLUMBING & ROOTER	23-Oct-25	\$225.00 PLUMBING
PARTS AUTHORITY LLC	23-Oct-25	\$286.11 PARTS

PITNEY BOWES INC	23-Oct-25	\$114.71 POSTAGE MACH
PLATINUM TOW AND TRANSPORT INC.	23-Oct-25	\$871.25 TOWING SERVICES
RINGCENTRAL, INC.	23-Oct-25	\$2,365.46 PHONE SRVC - CSC
ROSCO, INC.	23-Oct-25	\$430.91 VEHICLE CAMERA
STORERITE INC.	23-Oct-25	\$110.00 SHREDING SERVICES
SUPERIOR SANITARY SUPPLIES	23-Oct-25	\$125.98 SUPPLIES
TELENET VOIP, INC.	23-Oct-25	\$705.00 MONITORING
THE AFTERMARKET PARTS COMPANY, LLC	23-Oct-25	\$104.28 PARTS/BUSES
U.S. BANK	23-Oct-25	\$18,757.42 CALCARD PAYMENT
UNITED WAY OF VENTURA CO.	23-Oct-25	\$72.00 P/R DEDUCTION
VENTURA COUNTY AUTO SUPPLY	23-Oct-25	\$555.44 PARTS
VENTURA COUNTY TRANSPORTATION COMMISSION	23-Oct-25	\$700.90 SMARTCARD SLS
YUVAL MILLER	23-Oct-25	\$5,211.00 LEGAL SERVICES
CALIFORNIA HOSE, INC	30-Oct-25	\$277.21 PARTS
CALTIP	30-Oct-25	\$13,672.18 LIABILITY INSURANCE
CREATIVE BUS SALES	30-Oct-25	\$204.49 PARATRANSIT BUS/VANS
EDISON CO.	30-Oct-25	\$27,746.21 ELECTRICAL POWER
FIRST CALL AUTO PARTS	30-Oct-25	\$253.79 PARTS
GILLIG LLC	30-Oct-25	\$10,182.41 PARTS
GREG'S PETROLEUM SERVICE, INC	30-Oct-25	\$2,360.97 OIL SUPPLIER
INFINITY CNG SERVICES, INC.	30-Oct-25	\$1,175.00 CNG STATION REPAIR SERVICES
LOS ANGELES TRUCK CENTERS, LLC	30-Oct-25	\$654.00 PARTS/SERVICE
M.O.DION & SONS, INC.	30-Oct-25	\$667.23 FUEL
MOBILE CREATE USA, INC.	30-Oct-25	\$677.35 2 WAY RADIO EQUIPMENT/SERVICE
OK RADIATOR SHOP INC.	30-Oct-25	\$299.33 RADIATOR REPAIRS
ORKIN SERVICES OF CALIFORNIA, INC.	30-Oct-25	\$180.00 PEST CONTROL
PARKHOUSE TIRE, INC.	30-Oct-25	\$5,736.97 TIRES
PITNEY BOWES GLOBAL	30-Oct-25	\$441.99 POSTAGE MACHINE
SUPERIOR SANITARY SUPPLIES	30-Oct-25	\$2,641.62 SUPPLIES
TELCOM COMMUNICATION	30-Oct-25	\$229.85 RADIO REPAIRS
THE AFTERMARKET PARTS COMPANY, LLC	30-Oct-25	\$99.31 PARTS/BUSES
THE DETAIL SHOP INC	30-Oct-25	\$824.72 SUPPLIES
THE GAS COMPANY	30-Oct-25	\$876.56 NATURAL GAS
VENTURA COUNTY AUTO SUPPLY	30-Oct-25	\$846.01 PARTS
CalPERS Health for October 2025	EFT	\$317,422.42 HEALTH INSURANCE
CalPERS Unfunded Liability for October 2025	EFT	\$162,161.00 UNFDED ACCRD LIAB CLASSIC
Life Basic/Supplemental insurance October 2025	EFT	\$14,494.07 LONG TERM DISABILITY PREMIUMS
CalPERS Pension Contributions PR 10/03/2025	EFT	\$69,756.90 PENSION CONTRIBUTIONS
CalPERS Pension Contributions PR 10/17/2025	EFT	\$71,282.28 PENSION CONTRIBUTIONS
CalPERS Pension Contributions PR 10/31/2025	EFT	\$70,880.95 PENSION CONTRIBUTIONS
TOTAL		<u>\$1,713,224.93</u>



Item #4b

DATE February 4, 2026
TO GCTD Board of Directors
FROM Angelica Salatan, Accounting Specialist AP *a S*
SUBJECT Consider the Approval of Expenditures for the Month of November 2025

Attached is a list of expenditures for the Month of November 2025 from the various GCTD Accounts.

If any member of the Board wishes to review a particular item, please contact me to have the necessary documentation on hand for the meeting.

Attachments:

Accounts Payable Disbursement List – November 2025

GENERAL MANAGER'S CONCURRENCE

A handwritten signature in black ink, reading 'Vanessa Rauschenberger', is written over a horizontal line.

Vanessa Rauschenberger
General Manager

GOLD COAST TRANSIT DISTRICT

CITY OF OJAI | CITY OF OXNARD | CITY OF PORT HUENEME | CITY OF VENTURA | COUNTY OF VENTURA
1901 AUTO CENTER DRIVE, OXNARD, CA 93036-7966 | P 805.483.3959 | F 805.487.0925 | GCTD.ORG

Payee	ReferenceDate	Amount	TypeOfGoods
AMERICAN MADE CLEAN INC	06-Nov-25	\$525.00	SERVICES
ASSURANT EMPLOYEE BENEFITS	06-Nov-25	\$1,411.17	DENTAL PREMIUMS
BENEFIT COORDINATORS CORP.	06-Nov-25	\$12,222.30	DENTAL PREMIUMS
CITY OF OXNARD	06-Nov-25	\$2,067.69	MONTHLY RENT OTC
COUNTY OF VENTURA - IT SVCS. DEPT.	06-Nov-25	\$683.21	REPEATER SITE RENTAL
CUMMINS PACIFIC LLC	06-Nov-25	\$3,066.55	PARTS
DYER SHEEHAN GROUP, INC.	06-Nov-25	\$18,642.50	301 REDEVELOPMENT CONSULTING
EMPLOYMENT DEVELOPMENT DEPARTMENT	06-Nov-25	\$2,264.92	UNEMPLOYMENT CHARGES
FORTRESS ARMORED SERVICES COMPANY	06-Nov-25	\$433.51	ARMORED CAR SERVICES
FRONTIER COMMUNICATIONS	06-Nov-25	\$701.55	INTERNET PRVDER - PTSIT CNTOR
GENFARE LLC	06-Nov-25	\$16,281.00	PARTS
GYM PROVISIONS INC	06-Nov-25	\$200.00	GYM EQUIPMENT
MACVALLEY OIL COMPANY	06-Nov-25	\$11,222.32	FUEL
NATIONAL DRIVE HEADQUARTERS	06-Nov-25	\$24.00	PAYROLL DEDUCTION
RAYNE WATER CONDITIONING	06-Nov-25	\$118.69	WATER COOLER BREAK ROOM
SIGNOGRAPHICS 2000	06-Nov-25	\$1,075.30	GRAPHICS
STAPLES ADVANTAGE	06-Nov-25	\$849.13	OFFICE SUPPLIES
SUPERIOR PRINTING & GRAPHICS, INC	06-Nov-25	\$876.46	PRINTING SERVICES
THE AFTERMARKET PARTS COMPANY, LLC	06-Nov-25	\$149.56	PARTS/BUSES
THERAPY DOGS OF SANTA BARBARA	06-Nov-25	\$250.00	EMPLOYEE EVENTS
TST PRIVATE SECURITY	06-Nov-25	\$5,857.76	SECURITY SERVICES
VERIZON CONNECT FLEET USA LLC	06-Nov-25	\$541.92	VEHICLE TRACKING SYSTEM
VIEWFINDERS VISUAL COMMUNICATIONS	06-Nov-25	\$819.38	AERIAL PHOTOGRAPHY
VOGUE SIGN COMPANY	06-Nov-25	\$54.63	BUS DECALS
CITY OF OXNARD	12-Nov-25	\$4,968.95	UTILITIES/TRASH
AMERICAN PLASTICS CORP	13-Nov-25	\$1,994.85	SUPPLIES
BEST BEST & KRIEGER LLP	13-Nov-25	\$38,939.25	GENERAL COUNSEL SERVICE
CALTIP	13-Nov-25	\$18,693.82	LIABILITY INSURANCE
FERGUSON ENTERPRISES, INC	13-Nov-25	\$43.09	SUPPLIES
FLUID NETWORKS	13-Nov-25	\$55.80	SERVICES
FROG ENVIRONMENTAL, INC.	13-Nov-25	\$472.00	ENVIRONMENTAL ASSESSMENT
FRONTIER COMMUNICATIONS	13-Nov-25	\$648.42	INTERNET PRVDER - PTSIT CNTOR
GREG'S PETROLEUM SERVICE, INC	13-Nov-25	\$4,743.48	OIL SUPPLIER
INVERTER TECHNOLOGIES, INC.	13-Nov-25	\$5,700.00	HVAC
KIMBALL MIDWEST	13-Nov-25	\$99.42	PARTS
LORI'S MOBILE NOTARY	13-Nov-25	\$625.00	NOTARY SERVICES
MISSION LINEN SUPPLY	13-Nov-25	\$1,815.99	MAINTENANCE UNIFORMS
PARKHOUSE TIRE, INC.	13-Nov-25	\$2,758.34	TIRES
PREMIER ELECTRICAL A JONES GROUP CORP	13-Nov-25	\$30,000.00	ELECTRICAL
PROFORMA	13-Nov-25	\$4,888.45	ADVERTISING SERVICES
SUPERIOR SANITARY SUPPLIES	13-Nov-25	\$1,270.35	SUPPLIES
THE ARC OF VENTURA COUNTY, INC.	13-Nov-25	\$3,098.23	MONEY CNTERS/BUS CLNRS
THE GAS COMPANY	13-Nov-25	\$43,133.17	NATURAL GAS
VENTURA FEED & PET SUPPLIES, INC.	13-Nov-25	\$436.61	SAFETY SHOES
MIGUEL GOMEZ-MORALES	14-Nov-25	\$389.40	EMPLOYEE REIMBURSEMENT
AFFORDABLE AUTO GLASS	20-Nov-25	\$300.00	AUTO GLASS REPAIR
AGRITEC INTERNATIONAL LTD.	20-Nov-25	\$122.45	HAZ MAT DISPOSAL SERVICES
ANGELINA VASQUEZ	20-Nov-25	\$96.00	EMPLOYEE REIMBURSEMENT
ANTHONY TAITAI	20-Nov-25	\$50.00	CUSTOMER REFUND GO ACCESS
APPLEONE EMPLOYMENT SERVICES	20-Nov-25	\$5,571.36	TEMPORARY HELP
CANON FINANCIAL SERVICES INC	20-Nov-25	\$2,471.10	PRINTING SERVICES
CENTER FOR TRANSPORTATION AND THE ENVIRO	20-Nov-25	\$17,000.00	MEMBERSHIP DUES
CHIHARU ENDO	20-Nov-25	\$251.80	EXP REIMBURSEMENT
CHRISTINE FENG	20-Nov-25	\$3,212.36	EMPLOYEE REIMBURSEMENT
CUMMINS PACIFIC LLC	20-Nov-25	\$35,762.60	PARTS
DCH (OXNARD) INC	20-Nov-25	\$14.84	REPAIRS/SUPPLIES
ENVISION VTA FD AUTO LLC	20-Nov-25	\$245.90	PARTS
EZ LANDSCAPE SERVICES	20-Nov-25	\$5,200.00	LANDSCAPING SERVICES
FIRST CALL AUTO PARTS	20-Nov-25	\$92.47	PARTS
FRONTIER COMMUNICATIONS	20-Nov-25	\$95.98	INTERNET PRVDER - PTSIT CNTOR

GILLIG LLC	20-Nov-25	\$4,427.86 PARTS
GRAINGER	20-Nov-25	\$853.57 MISC. PARTS/SUPPLIES
INTERSTATE BATTERIES	20-Nov-25	\$1,567.34 BATTERIES
JAMES BECK	20-Nov-25	\$383.81 EXPENSE REIMBURSEMENT
JONATHON CASTANEDA	20-Nov-25	\$210.80 EMPLOYEE REIMBURSEMENT
KIMBALL MIDWEST	20-Nov-25	\$978.61 PARTS
LOWE'S	20-Nov-25	\$2,707.79 SUPPLIES
LYNETTE COVERLY	20-Nov-25	\$4,540.00 PROFESSIONAL SERVICES
MARTHA MCQUEEN-LEGOHN	20-Nov-25	\$223.80 TRAVEL & MEETINGS REIMBURSEMENT
PARKHOUSE TIRE, INC.	20-Nov-25	\$1,009.49 TIRES
PARTS AUTHORITY LLC	20-Nov-25	\$4,194.87 PARTS
PUBLIC RISK INNOVATION SOLUTIONS & MANAG	20-Nov-25	\$220,857.00 WORKER'S COMP/EAP PROVIDER
RACHEL LANG	20-Nov-25	\$256.00 TRAVEL & MEETINGS REIMBURSEMENT
ROBERT LUCIO	20-Nov-25	\$342.00 TUITION AND BOOK REIMBURSEMENT
RUBBER NECK SIGNS	20-Nov-25	\$4,751.69 SERVICES
STORERITE INC.	20-Nov-25	\$110.00 SHREDING SERVICES
SUPERIOR SANITARY SUPPLIES	20-Nov-25	\$497.49 SUPPLIES
TEAMSTERS LOCAL 186	20-Nov-25	\$1,618.00 PAYROLL DEDUCTION
THE AFTERMARKET PARTS COMPANY, LLC	20-Nov-25	\$4,547.25 PARTS/BUSES
THE DETAIL SHOP INC	20-Nov-25	\$218.48 SUPPLIES
TRANSFOR CORPORATION	20-Nov-25	\$395.00 WHEELCHAIR PARTS
U.S. BANK	20-Nov-25	\$13,479.26 CALCARD PAYMENT
VANESSA RAUSCHENBERGER	20-Nov-25	\$251.80 EXPENSE REIMBURSEMENT
VASQUEZ AND COMPANY LLP	20-Nov-25	\$7,608.11 AUDITOR
VENTURA COUNTY AUTO SUPPLY	20-Nov-25	\$93.04 PARTS
VERIZON	20-Nov-25	\$2,168.17 PHONE SRVC - CSC
WEX HEALTH, INC.	20-Nov-25	\$328.50 FSA ADMINISTRATION FEE
ZEP MANUFACTURING CO.	20-Nov-25	\$280.34 INDUSTRIAL CLEANERS
CalPERS Health for November 2025	EFT	\$320,863.27 HEALTH INSURANCE
CalPERS Unfunded Liability for November 2025	EFT	\$162,161.00 UNFDED ACCRD LIAB CLASSIC
Life Basic/Supplemental insurance November 2025	EFT	\$14,843.02 LONG TERM DISABILITY PREMIUMS
CalPERS Pension Contributions PR 11/14/2025	EFT	\$70,433.90 PENSION CONTRIBUTIONS
TOTAL		<u><u>\$1,162,801.29</u></u>



Item #4c

DATE February 04,2026
TO GCTD Board of Directors
FROM Angelica Salatan, Accounting Specialist AP *a S*
SUBJECT **Consider the Approval of Expenditures for the Month of December 2025**

Attached is a list of expenditures for the Month of December 2025 from the various GCTD Accounts.

If any member of the Board wishes to review a particular item, please contact me to have the necessary documentation on hand for the meeting.

Attachments:

Accounts Payable Disbursement List – December 2025

GENERAL MANAGER'S CONCURRENCE

A handwritten signature in black ink, reading 'Vanessa Rauschenberger', is written over a horizontal line.

Vanessa Rauschenberger
General Manager

GOLD COAST TRANSIT DISTRICT

CITY OF OJAI | CITY OF OXNARD | CITY OF PORT HUENEME | CITY OF VENTURA | COUNTY OF VENTURA
1901 AUTO CENTER DRIVE, OXNARD, CA 93036-7966 | P 805.483.3959 | F 805.487.0925 | GCTD.ORG

Payee	ReferenceDate	Amount	TypeOfGoods
FROG ENVIRONMENTAL, INC.	01-Dec-25	\$472.00	ENVIRONMENTAL ASSESSMENT
LORI'S MOBILE NOTARY	01-Dec-25	\$625.00	NOTARY SERVICES
LOS ANGELES TRUCK CENTERS, LLC	01-Dec-25	\$654.00	PARTS/SERVICE
WALTER JOSEPH REED	02-Dec-25	\$819.38	PHOTOGRAPHER
AMERICAN MADE CLEAN INC	04-Dec-25	\$525.00	SERVICES
BEST BEST & KRIEGER LLP	04-Dec-25	\$21,691.50	GENERAL COUNSEL SERVICE
BRITTNEY LEIGH YBARRA	04-Dec-25	\$2,212.32	PRINTING SERVICES
CENTER FOR TRANSPORTATION AND THE ENVIRO	04-Dec-25	\$3,500.00	MEMBERSHIP DUES
CENTRAL CALIFORNIA FLUID SYSTEM TECHNOLO	04-Dec-25	\$188.33	PARTS
CITI CARDS	04-Dec-25	\$68.76	OFFICE SUPPLIES
CITY OF OXNARD	04-Dec-25	\$2,067.69	MONTHLY RENT OTC
CLEAN ENERGY	04-Dec-25	\$35,938.02	REPAIRS
COAST TO COAST COMPUTER PRODUCTS	04-Dec-25	\$1,141.57	OFFICE SUPPLIES
COUNTY OF VENTURA - IT SVCS. DEPT.	04-Dec-25	\$683.21	REPEATER SITE RENTAL
CREATIVE BUS SALES	04-Dec-25	\$141.13	PARATRANSIT BUS/VANS
CUMMINS PACIFIC LLC	04-Dec-25	\$247.43	PARTS
DYER SHEEHAN GROUP, INC.	04-Dec-25	\$5,791.25	301 REDEVELOPMENT CONSULTING
EDISON CO.	04-Dec-25	\$27,253.86	ELECTRICAL POWER
FEDERAL EXPRESS CORP.	04-Dec-25	\$17.65	MAIL SERVICES
FRANCISCO ESCOBAR	04-Dec-25	\$61.00	PAYCHECK REISSUED
GILLIG LLC	04-Dec-25	\$13.11	PARTS
GREG'S PETROLEUM SERVICE, INC	04-Dec-25	\$2,300.59	OIL SUPPLIER
LORNE HENDERSON	04-Dec-25	\$892.95	EMPLOYEE REIMBURSEMENT
MACVALLEY OIL COMPANY	04-Dec-25	\$10,440.11	FUEL
MOBILE CREATE USA, INC.	04-Dec-25	\$677.35	2 WAY RADIO EQUIPMENT/SERVICE
OJAI VALLEY DIRECTORY	04-Dec-25	\$2,190.00	ADVERTISING SERVICES
PARKHOUSE TIRE, INC.	04-Dec-25	\$9,645.23	TIRES
RAYNE WATER CONDITIONING	04-Dec-25	\$118.69	WATER COOLER BREAK ROOM
RUBBER NECK SIGNS	04-Dec-25	\$5,467.00	SERVICES
SITEONE LANDSCAPE SUPPLY, LLC	04-Dec-25	\$4.76	MAINTENANCE SUPPLIES
SUPERIOR SANITARY SUPPLIES	04-Dec-25	\$807.62	SUPPLIES
TEAMSTERS LOCAL 186	04-Dec-25	\$100.00	PAYROLL DEDUCTION
THE GAS COMPANY	04-Dec-25	\$1,070.04	NATURAL GAS
THE SHERWIN-WILLIAMS, INC.	04-Dec-25	\$375.73	MAINTENANCE SUPPLIES
TST PRIVATE SECURITY	04-Dec-25	\$6,304.96	SECURITY SERVICES
VERIZON CONNECT FLEET USA LLC	04-Dec-25	\$1,027.33	VEHICLE TRACKING SYSTEM
AFFORDABLE AUTO GLASS	11-Dec-25	\$650.00	AUTO GLASS REPAIR
ANA PEREZ	11-Dec-25	\$58.35	EXPENSE REIMBURSEMENT
APPLEONE EMPLOYMENT SERVICES	11-Dec-25	\$3,363.84	TEMPORARY HELP
ASSURANT EMPLOYEE BENEFITS	11-Dec-25	\$1,368.43	DENTAL PREMIUMS
BARON INDUSTRIES	11-Dec-25	\$39.68	SUPPLIES
BENEFIT COORDINATORS CORP.	11-Dec-25	\$11,762.50	DENTAL PREMIUMS
BRITTNEY LEIGH YBARRA	11-Dec-25	\$1,501.14	PRINTING SERVICES
CALIFORNIA HOSE, INC	11-Dec-25	\$206.85	PARTS
CALTIP	11-Dec-25	\$3,327.21	LIABILITY INSURANCE
CHRISTINE FENG	11-Dec-25	\$876.12	EMPLOYEE REIMBURSEMENT
COMMUNICATION ENTERPRISES INC.	11-Dec-25	\$1,099.40	INSTALLATION/REMOVAL OF RADIOS
CUMMINS PACIFIC LLC	11-Dec-25	\$7,326.89	PARTS

CYNTHIA TORRES DUQUE	11-Dec-25	\$213.30 EXPENSE REIMBURSEMENT
ENVISION VTA FD AUTO LLC	11-Dec-25	\$736.55 PARTS
FIRST CALL AUTO PARTS	11-Dec-25	\$188.70 PARTS
FRONTIER COMMUNICATIONS	11-Dec-25	\$648.42 INTERNET PRVDER - PTSIT CNTOR
GILLIG LLC	11-Dec-25	\$13,968.54 PARTS
GRAINGER	11-Dec-25	\$519.82 MISC. PARTS/SUPPLIES
GREG'S PETROLEUM SERVICE, INC	11-Dec-25	\$3,731.49 OIL SUPPLIER
I/O CONTROLS CORP.	11-Dec-25	\$1,028.87 PARTS
LIGHTGABLER	11-Dec-25	\$7,095.00 LEGAL SERVICES
LORI'S MOBILE NOTARY	11-Dec-25	\$595.00 NOTARY SERVICES
NATIONAL AUTO BODY&PAINT	11-Dec-25	\$6,761.69 BODY WORK
PLATINUM TOW AND TRANSPORT INC.	11-Dec-25	\$487.50 TOWING SERVICES
PUBLIC RISK INNOVATION SOLUTIONS & MANAG	11-Dec-25	\$78,578.82 WORKER'S COMP/EAP PROVIDER
PURE EARTH SYSTEMS, INC.	11-Dec-25	\$2,800.00 TROUBLE SHOOTING, DIAGNOSTICS
RINGCENTRAL, INC.	11-Dec-25	\$2,365.46 PHONE SRVC - CSC
SITEONE LANDSCAPE SUPPLY, LLC	11-Dec-25	\$131.97 MAINTENANCE SUPPLIES
SUPERIOR PRINTING & GRAPHICS, INC	11-Dec-25	\$1,008.43 PRINTING SERVICES
SUPERIOR SANITARY SUPPLIES	11-Dec-25	\$2,068.19 SUPPLIES
THE AFTERMARKET PARTS COMPANY, LLC	11-Dec-25	\$10,438.61 PARTS/BUSES
THE DETAIL SHOP INC	11-Dec-25	\$131.09 SUPPLIES
THE GAS COMPANY	11-Dec-25	\$38,120.62 NATURAL GAS
THOMAS LINCOLN	11-Dec-25	\$614.18 TRAINING
VENTURA COUNTY AUTO SUPPLY	11-Dec-25	\$331.42 PARTS
VENTURA COUNTY TRANSPORTATION COMMISSION	11-Dec-25	\$1,195.00 SMARTCARD SLS
VENTURA FEED & PET SUPPLIES, INC.	11-Dec-25	\$204.73 SAFETY SHOES
WEX HEALTH, INC.	11-Dec-25	\$328.50 FSA ADMINISTRATION FEE
CITY OF OXNARD	16-Dec-25	\$3,919.35 UTILITIES/TRASH
AMPURE CHARGING SYSTEMS INC	18-Dec-25	\$3,386.75 CHARGING STATIONS
ASSURANT EMPLOYEE BENEFITS	18-Dec-25	\$1,025.93 DENTAL PREMIUMS
B&B SERVICE	18-Dec-25	\$258.33 DIRECT MAIL FOR MARKETING
CALIFORNIA HOSE, INC	18-Dec-25	\$171.37 PARTS
CALTIP	18-Dec-25	\$423,556.29 LIABILITY INSURANCE
CANON FINANCIAL SERVICES INC	18-Dec-25	\$1,143.90 PRINTING SERVICES
CENTER FOR TRANSPORTATION AND THE ENVIRO	18-Dec-25	\$8,500.00 MEMBERSHIP DUES
CLEAN ENERGY	18-Dec-25	\$35,041.92 REPAIRS
COMMUNICATION ENTERPRISES INC.	18-Dec-25	\$5,460.32 INSTALLATION/REMOVAL OF RADIOS
CREATIVE BUS SALES	18-Dec-25	\$1,455.62 PARATRANSIT BUS/VANS
CTI/USA, INC.	18-Dec-25	\$1,706.00 TOOLS
ENVISION VTA FD AUTO LLC	18-Dec-25	\$913.70 PARTS
FEDERAL EXPRESS CORP.	18-Dec-25	\$73.93 MAIL SERVICES
FERGUSON ENTERPRISES, INC	18-Dec-25	\$188.56 SUPPLIES
FLOYD SKEREN MANUKIAN LANGEVIN LLP	18-Dec-25	\$12.00 LEGAL SERVICES
FLUID NETWORKS	18-Dec-25	\$55.80 SERVICES
FORTRESS ARMORED SERVICES COMPANY	18-Dec-25	\$433.51 ARMORED CAR SERVICES
FRONTIER COMMUNICATIONS	18-Dec-25	\$797.53 INTERNET PRVDER - PTSIT CNTOR
GILLIG LLC	18-Dec-25	\$2,817.95 PARTS
GLOBAL CTI GROUP, INC.	18-Dec-25	\$360.00 SOL-GPS AND DIAGNOSTIC-VERIZON
JAMES BECK	18-Dec-25	\$61.00 EXPENSE REIMBURSEMENT
LYNETTE COVERLY	18-Dec-25	\$3,987.50 PROFESSIONAL SERVICES

M.O.DION & SONS, INC.	18-Dec-25	\$211.99 FUEL
MACVALLEY OIL COMPANY	18-Dec-25	\$9,666.15 FUEL
MISSION LINEN SUPPLY	18-Dec-25	\$1,944.37 MAINTENANCE UNIFORMS
MOBILE CREATE USA, INC.	18-Dec-25	\$677.35 2 WAY RADIO EQUIPMENT/SERVICE
PARTS AUTHORITY LLC	18-Dec-25	\$1,549.65 PARTS
PLATINUM TOW AND TRANSPORT INC.	18-Dec-25	\$125.00 TOWING SERVICES
PROFORMA	18-Dec-25	\$1,687.35 ADVERTISING SERVICES
RINCON CONSULTANTS INC.	18-Dec-25	\$24,624.53 NTVE AMCAN CONST MONTRNG SRVCS
ROMAINE ELECTRIC CORPORATION	18-Dec-25	\$1,654.96 BUS PARTS
STAPLES ADVANTAGE	18-Dec-25	\$379.48 OFFICE SUPPLIES
STORERITE INC.	18-Dec-25	\$110.00 SHREDING SERVICES
SUPERIOR PRINTING & GRAPHICS, INC	18-Dec-25	\$994.17 PRINTING SERVICES
SUPERIOR SANITARY SUPPLIES	18-Dec-25	\$396.47 SUPPLIES
TEAMSTERS LOCAL 186	18-Dec-25	\$1,542.00 PAYROLL DEDUCTION
TERRY MEYER	18-Dec-25	\$713.00 ELECTRICIAN
THE AFTERMARKET PARTS COMPANY, LLC	18-Dec-25	\$1,768.95 PARTS/BUSES
THE ARC OF VENTURA COUNTY, INC.	18-Dec-25	\$2,299.52 MONEY CNTERS/BUS CLNRS
THE DETAIL SHOP INC	18-Dec-25	\$152.93 SUPPLIES
VENTURA COUNTY AUTO SUPPLY	18-Dec-25	\$49.11 PARTS
Ventura County Special District Assoc	18-Dec-25	\$75.00 MEMBERSHIP DUES
VERIZON	18-Dec-25	\$2,503.50 PHONE SRVC - CSC
CALIFORNIA HOSE, INC	26-Dec-25	\$4.39 PARTS
CHIHARU ENDO	26-Dec-25	\$516.85 EXP REIMBURSEMENT
CITY OF OXNARD	26-Dec-25	\$2,067.69 MONTHLY RENT OTC
COMMUNICATION ENTERPRISES INC.	26-Dec-25	\$27,200.00 INSTALLATION/REMOVAL OF RADIOS
DEPT OF TOXIC SUBSTANCES CONTROL	26-Dec-25	\$6,040.93 FILING FEE
GARY BUTTERWORTH	26-Dec-25	\$600.00 EMPLOYEE EVENTS
GILLIG LLC	26-Dec-25	\$10,719.39 PARTS
GLOBAL CTI GROUP, INC.	26-Dec-25	\$360.00 SOL-GPS AND DIAGNOSTIC-VERIZON
GREG'S PETROLEUM SERVICE, INC	26-Dec-25	\$1,376.54 OIL SUPPLIER
KIMBALL MIDWEST	26-Dec-25	\$598.55 PARTS
LORI'S MOBILE NOTARY	26-Dec-25	\$405.00 NOTARY SERVICES
LOWE'S	26-Dec-25	\$725.17 SUPPLIES
MACVALLEY OIL COMPANY	26-Dec-25	\$9,466.97 FUEL
MISSION LINEN SUPPLY	26-Dec-25	\$1,412.42 MAINTENANCE UNIFORMS
OPW FUELING COMPONENTS	26-Dec-25	\$4,572.85 CNG PARTS
PARTS AUTHORITY LLC	26-Dec-25	\$818.28 PARTS
RINGCENTRAL, INC.	26-Dec-25	\$2,365.46 PHONE SRVC - CSC
ROBERT LUCIO	26-Dec-25	\$1,800.00 TUITION AND BOOK REIMBURSEMENT
SAFETY-KLEEN SYSTEMS, INC.	26-Dec-25	\$1,320.85 SOLVENT TANK FLUID
TEAMSTERS LOCAL 186	26-Dec-25	\$100.00 PAYROLL DEDUCTION
TELCOM COMMUNICATION	26-Dec-25	\$4,706.85 RADIO REPAIRS
THE GAS COMPANY	26-Dec-25	\$1,472.21 NATURAL GAS
U.S. BANK	26-Dec-25	\$22,631.12 CALCARD PAYMENT
ASBURY ENVIRONMENTAL SERVICES	30-Dec-25	\$198.00 HAZ MAT DISPOSAL SERVICES
BECNEL UNIFORMS	30-Dec-25	\$1,571.03 UNIFORMS
CLEAN ENERGY	30-Dec-25	\$656.00 REPAIRS
GRAINGER	30-Dec-25	\$785.49 MISC. PARTS/SUPPLIES
INTERSTATE BATTERIES	30-Dec-25	\$150.53 BATTERIES

OK RADIATOR SHOP INC.	30-Dec-25	\$325.00 RADIATOR REPAIRS
ORKIN SERVICES OF CALIFORNIA, INC.	30-Dec-25	\$360.00 PEST CONTROL
PITNEY BOWES GLOBAL	30-Dec-25	\$214.99 POSTAGE MACHINE
SUPERIOR SANITARY SUPPLIES	30-Dec-25	\$251.95 SUPPLIES
CalPERS Health for December 2025	EFT	\$318,853.32 HEALTH INSURANCE
CalPERS Unfunded Liability for December 2025	EFT	\$162,161.00 UNFDED ACCRD LIAB CLASSIC
Life Basic/Supplemental insurance December 2025	EFT	\$14,640.34 LONG TERM DISABILITY PREMIUMS
CalPERS Pension Contributions PR 12/12/2025	EFT	\$73,751.94 PENSION CONTRIBUTIONS
CalPERS Pension Contributions PR 12/26/2025	EFT	\$68,691.82 PENSION CONTRIBUTIONS
TOTAL		<u><u>\$1,643,752.55</u></u>



Item #4d

DATE February 04,2026
TO GCTD Board of Directors
FROM Angelica Salatan, Accounting Specialist AP *a S*
SUBJECT **Consider the Approval of Expenditures for the Month of January 2026**

Attached is a list of expenditures for the Month of January 2026 from the various GCTD Accounts.

If any member of the Board wishes to review a particular item, please contact me to have the necessary documentation on hand for the meeting.

Attachments:

Accounts Payable Disbursement List – January 2026

GENERAL MANAGER'S CONCURRENCE

A handwritten signature in black ink, reading 'Vanessa Rauschenberger', is written over a horizontal line.

Vanessa Rauschenberger
General Manager

GOLD COAST TRANSIT DISTRICT

CITY OF OJAI | CITY OF OXNARD | CITY OF PORT HUENEME | CITY OF VENTURA | COUNTY OF VENTURA
1901 AUTO CENTER DRIVE, OXNARD, CA 93036-7966 | P 805.483.3959 | F 805.487.0925 | GCTD.ORG

Payee	Reference	Amount	TypeOfGoods
AVENDANO, CRISTIAN A	02-Jan-26	\$1,200.00	EMPLOYEE REIMBURSEMENT
BENEFIT COORDINATORS CORP.	09-Jan-26	\$12,817.30	DENTAL PREMIUMS
CREATIVE BUS SALES	09-Jan-26	\$2,333.55	PARATRANSIT BUS/VANS
CROWN DODGE	09-Jan-26	\$113.21	SERVICE
DYER SHEEHAN GROUP, INC.	09-Jan-26	\$2,958.75	301 REDEVELOPMENT CONSULTING
EDISON CO.	09-Jan-26	\$27,388.82	ELECTRICAL POWER
FRONTIER COMMUNICATIONS	09-Jan-26	\$702.98	INTERNET PRVDER - PTSIT CNTOR
J N DESIGNS	09-Jan-26	\$21.85	PRINTING/GRAPHICS SERV
LORI'S MOBILE NOTARY	09-Jan-26	\$357.00	NOTARY SERVICES
PLATINUM TOW AND TRANSPORT INC.	09-Jan-26	\$780.00	TOWING SERVICES
PRODUCTIVE SOLUTIONS	09-Jan-26	\$3,392.48	POINT OF SALE MACHINE SUPPLIES
PUBLIC RISK INNOVATION SOLUTIONS & MANAG	09-Jan-26	\$301,669.06	WORKER'S COMP/EAP PROVIDER
SO CAL REG TRANSIT TRAINING CONSORTIUM	09-Jan-26	\$3,600.00	MEMBERSHIP DUES
SOTI INC.	09-Jan-26	\$2,200.80	SOFTWARE LICENSE
STAPLES ADVANTAGE	09-Jan-26	\$1,428.73	OFFICE SUPPLIES
TEAMSTERS LOCAL 186	09-Jan-26	\$1,420.00	PAYROLL DEDUCTION
TST PRIVATE SECURITY	09-Jan-26	\$6,493.92	SECURITY SERVICES
UNITED WAY OF VENTURA CO.	09-Jan-26	\$84.00	P/R DEDUCTION
VANESSA RAUSCHENBERGER	09-Jan-26	\$1,138.23	EXPENSE REIMBURSEMENT
VENTURA CHAMBER/COMMERCE	09-Jan-26	\$1,715.00	MEMBERSHIP
CITY OF OXNARD	12-Jan-26	\$4,215.49	UTILITIES/TRASH
APPLEONE EMPLOYMENT SERVICES	15-Jan-26	\$5,837.10	TEMPORARY HELP
BEST BEST & KRIEGER LLP	15-Jan-26	\$11,722.52	GENERAL COUNSEL SERVICE
CALTIP	15-Jan-26	\$24,363.76	LIABILITY INSURANCE
CANON FINANCIAL SERVICES INC	15-Jan-26	\$1,078.76	PRINTING SERVICES
CENTRAL COURIER LLC	15-Jan-26	\$2,025.00	DELIVERY SRVC BUS BOOKS
CHRISTINE FENG	15-Jan-26	\$1,934.00	EMPLOYEE REIMBURSEMENT
CITI CARDS	15-Jan-26	\$1,240.75	OFFICE SUPPLIES
COUNTY OF VENTURA - IT SVCS. DEPT.	15-Jan-26	\$683.21	REPEATER SITE RENTAL
CUMMINS PACIFIC LLC	15-Jan-26	\$11,369.98	PARTS
FLUID NETWORKS	15-Jan-26	\$55.94	SERVICES
FRONTIER COMMUNICATIONS	15-Jan-26	\$744.43	INTERNET PRVDER - PTSIT CNTOR
LIGHTGABLER	15-Jan-26	\$2,582.50	LEGAL SERVICES
LOWE'S	15-Jan-26	\$574.89	SUPPLIES
MACVALLEY OIL COMPANY	15-Jan-26	\$9,505.98	FUEL
PARKHOUSE TIRE, INC.	15-Jan-26	\$5,555.97	TIRES
ROSALINDA FLORES	15-Jan-26	\$1,200.00	EMPLOYEE REIMBURSEMENT
THE ARC OF VENTURA COUNTY, INC.	15-Jan-26	\$2,662.04	MONEY CNTERS/BUS CLNRS
THE GAS COMPANY	15-Jan-26	\$40,620.34	NATURAL GAS
VERIZON	15-Jan-26	\$2,483.63	PHONE SRVC - CSC
VERIZON CONNECT FLEET USA LLC	15-Jan-26	\$1,027.33	VEHICLE TRACKING SYSTEM
AGRITEC INTERNATIONAL LTD.	22-Jan-26	\$414.80	HAZ MAT DISPOSAL SERVICES
AMERICAN MADE CLEAN INC	22-Jan-26	\$525.00	SERVICES
CALIFORNIA HOSE, INC	22-Jan-26	\$328.68	PARTS
CENTRAL CALIFORNIA FLUID SYSTEM TECHNOLO	22-Jan-26	\$1,358.28	PARTS
COASTAL OCCUPATIONAL MEDICAL GROUP	22-Jan-26	\$2,830.00	PHYSICALS/DRUG SCREENS
ENVISION VTA FD AUTO LLC	22-Jan-26	\$338.27	PARTS
GRAINGER	22-Jan-26	\$131.97	MISC. PARTS/SUPPLIES
GREG'S PETROLEUM SERVICE, INC	22-Jan-26	\$1,849.19	OIL SUPPLIER
INSTRUMENT CONTROL SERVICES	22-Jan-26	\$3,424.00	PARTS
KIMBALL MIDWEST	22-Jan-26	\$93.91	PARTS

NATURAL GREEN LANDSCAPE INC.	22-Jan-26	\$1,120.00 LANDSCAPING SERVICES
PARKHOUSE TIRE, INC.	22-Jan-26	\$1,982.20 TIRES
PARTS AUTHORITY LLC	22-Jan-26	\$1,633.68 PARTS
PITNEY BOWES INC	22-Jan-26	\$114.71 POSTAGE MACH
PLATINUM TOW AND TRANSPORT INC.	22-Jan-26	\$652.50 TOWING SERVICES
RAYNE WATER CONDITIONING	22-Jan-26	\$68.95 WATER COOLER BREAK ROOM
STORERITE INC.	22-Jan-26	\$110.00 SHREDING SERVICES
SUPERIOR SANITARY SUPPLIES	22-Jan-26	\$1,948.25 SUPPLIES
SWRCB STORM WATER SECTION	22-Jan-26	\$1,873.00 ANNUAL FILING FEE
TEAM NISSAN	22-Jan-26	\$343.18 ELECTRIC VEHICLES
THE AFTERMARKET PARTS COMPANY, LLC	22-Jan-26	\$1,397.08 PARTS/BUSES
U.S. BANK	22-Jan-26	\$11,725.76 CALCARD PAYMENT
VENTURA COUNTY AUTO SUPPLY	22-Jan-26	\$76.37 PARTS
VENTURA COUNTY TRANSPORTATION COMMISSION	22-Jan-26	\$480.00 SMARTCARD SLS
WEX HEALTH, INC.	22-Jan-26	\$328.50 FSA ADMINISTRATION FEE
AFFORDABLE AUTO GLASS	29-Jan-26	\$600.00 AUTO GLASS REPAIR
APPLEONE EMPLOYMENT SERVICES	29-Jan-26	\$981.12 TEMPORARY HELP
AVAIL TECHNOLOGIES, INC.	29-Jan-26	\$78,383.00 SOFTWARE/MAINTENANCE
CASEY PRINTING INC.	29-Jan-26	\$17,324.87 PRINTING SERVICES
CENTER FOR TRANSPORTATION AND THE ENVIRO	29-Jan-26	\$8,500.00 MEMBERSHIP DUES
CITY OF OXNARD	29-Jan-26	\$1,498.13 MONTHLY RENT OTC
CLEAN ENERGY	29-Jan-26	\$51,791.07 REPAIRS
CUMMINS PACIFIC LLC	29-Jan-26	\$3,094.99 PARTS
DAVID DAYMUDE	29-Jan-26	\$170.00 REFUND GO ACCESS e-balance
ENVISION VTA FD AUTO LLC	29-Jan-26	\$1,246.03 PARTS
FEDERAL EXPRESS CORP.	29-Jan-26	\$50.40 MAIL SERVICES
GILLIG LLC	29-Jan-26	\$20,348.01 PARTS
GLOBAL CTI GROUP, INC.	29-Jan-26	\$360.00 SOL-GPS AND DIAGNOSTIC-VERIZON
GREG'S PETROLEUM SERVICE, INC	29-Jan-26	\$3,143.50 OIL SUPPLIER
KIMBALL MIDWEST	29-Jan-26	\$1,563.38 PARTS
LYNETTE COVERLY	29-Jan-26	\$3,274.67 PROFESSIONAL SERVICES
MARIPOSA LANDSCAPES, INC	29-Jan-26	\$16,331.00 LANDSCAPING SERVICES
NATIONAL DRIVE HEADQUARTERS	29-Jan-26	\$24.00 PAYROLL DEDUCTION
PITNEY BOWES GLOBAL	29-Jan-26	\$214.99 POSTAGE MACHINE
PLATINUM TOW AND TRANSPORT INC.	29-Jan-26	\$390.00 TOWING SERVICES
RINGCENTRAL, INC.	29-Jan-26	\$2,360.69 PHONE SRVC - CSC
RUBBER NECK SIGNS	29-Jan-26	\$1,044.70 SERVICES
STAPLES ADVANTAGE	29-Jan-26	\$154.08 OFFICE SUPPLIES
TEAMSTERS LOCAL 186	29-Jan-26	\$100.00 PAYROLL DEDUCTION
THE AFTERMARKET PARTS COMPANY, LLC	29-Jan-26	\$1,214.37 PARTS/BUSES
THE GAS COMPANY	29-Jan-26	\$1,450.17 NATURAL GAS
WEST VENTURA COUNTY BUSINESS ALLIANCE	29-Jan-26	\$950.00 MEMBERSHIP
GILLIG LLC	EFT	\$2,305,774.35 THREE NEW BUSES
CalPERS Health for January 2026	EFT	\$326,597.94 HEALTH INSURANCE
CalPERS Unfunded Liability for January 2026	EFT	\$162,161.00 UNFDED ACCRD LIAB CLASSIC
Life Basic/Supplemental insurance January 2026	EFT	\$14,255.55 LONG TERM DISABILITY PREMIUMS
CalPERS Pension Contributions PR 01/09/2026	EFT	\$73,276.55 PENSION CONTRIBUTIONS
CalPERS Pension Contributions PR 01/23/2026	EFT	\$71,579.28 PENSION CONTRIBUTIONS
TOTAL		<u><u>\$3,708,655.42</u></u>



Item #5

Date: February 4, 2026

To: Board of Directors

From: Catherine Tran, Fiscal Analyst
Christine Feng, Chief Financial Officer/AGM

Subject: **Consider Acceptance of December 2025 Actual vs. Budget
Financial Analysis Report (Mid-Year Review)**

This report summarizes the financial activities for December 2025, comparing actual performance with the budgeted amounts for Gold Coast Transit District.

This month represents the mid-year point of the year. At this time, total actual operating expenses are **49.96%** of the annual budget. This represents the favorable budget variance by 0.04% in mid-year.

Overview:

In December 2025, the Gold Coast Transit District (GCTD) experienced a monthly deficit of **\$396,941**, primarily due to quarterly liability premium and COP bond interest payments.

Revenues

Total revenues for December came to **\$3.7 million**. Key highlights include:

- **Operating Revenues** were **20% under budget** in December due to a temporary decrease and recovery in ridership.
- **Non-Operating Revenues** **exceeded the budget by 26%** in December, reflecting an increase in other non-operating revenue from energy credits and interest income.
- **Federal Assistance** funding was **under budget** due to eligible expenses that were yet to be received.
- **State Assistance** funding **exceeded the budget by 192%** from SB125 Operating Assistance.
- **Local Assistance** were all in line with expectations.

Expenses

Total expenses were **\$4.1 million in December**. The main cost drivers were:

- **Service** expenses were **20% over budget** in December, driven by an increase in contracted services and legal expenditure.
- **Causality and Liability** expenses were **213% over budget** in December due to the quarterly CalTIP liability Insurance premium payment.
- **Debt Service** expenses were **290% over budget** in December due to the second COP Bond interest payment.

GOLD COAST TRANSIT DISTRICT

Mid-Year Review

Year-to-date (YTD), revenues represent **55.68%** of the annual budget. It shows the favorable budget variance by 5.68% in Mid-Year.

Total actual operating expenses are **49.96%** of the annual budget. It represents the favorable budget variance by 0.04% in Mid-Year.

The District's financial position reflects a surplus of **\$2.3 million** primarily due to state funding from SB125 Operating Assistance in addition to well-managed operating expenses.

A handwritten signature in black ink, appearing to read "Vanessa Rauschenberg", written over a horizontal line.

General Manager's Concurrence

GOLD COAST TRANSIT DISTRICT
Financial activities summary (Actual v.s. Budget)
September 2025 (FY 2026)

	<u>September 2025</u> <u>Actual</u>	<u>September 2025</u> <u>Budget</u>	<u>Variance Over</u> <u>(Under) Budget</u>	<u>YTD actual</u>	<u>Annual Budget</u>	<u>Percentage of</u> <u>Annual Budget</u>
Revenues:						
Operating revenues	\$ 171,558.94	\$ 216,666.67	-21%	\$ 536,466.83	\$ 2,600,000.00	20.63%
Non- Operating Revenues	59,123.94	87,500.00	-32%	116,443.92	1,050,000.00	11.09%
Local Assistance	1,669,026.92	1,669,026.92	0%	5,007,080.75	20,028,323.00	25.00%
State Assistance *	1,438,819.46	600,448.17	140%	2,995,791.54	7,205,378.00	41.58%
Federal Assistance **	-	779,543.58	-100%	772,746.00	9,354,523.00	8.26%
Total Revenues	\$ 3,338,529.26	\$ 3,353,185.32	0%	\$ 9,428,529.04	\$ 40,238,224.00	23.43%

* State Operating Assistances of SB125 funding to cover Operating deficit.

** Federal Operating Assistances for eligible expenses have yet to receive.

Expenses:						
Salary/Wage	\$ 1,207,178.95	\$ 1,350,367.42	-11%	\$ 3,647,925.02	\$ 16,204,409.00	22.51%
Fringe Benefits	827,873.40	1,068,470.04	-23%	2,877,068.30	12,821,640.00	22.44%
Services	160,063.31	106,173.83	51%	332,023.20	1,274,086.00	26.06%
Materials and Supplies	260,717.03	270,697.14	-4%	658,644.39	3,248,366.00	20.28%
Utilities ***	(33,394.66)	36,416.67	-192%	69,221.76	437,000.00	15.84%
Casualty and Liability	-	136,374.99	-100%	291,711.65	1,636,500.00	17.83%
Miscellaneous	48,681.72	45,916.68	6%	113,993.69	551,000.00	20.69%
Debt Service		115,375.50	-100%	459,800.00	1,384,506.00	33.21%
Members Contribution	223,393.08	223,393.08	0%	670,179.25	\$ 2,680,717.00	25.00%
Total Expenses	\$ 2,694,512.83	\$ 3,353,185.32	-19.64%	\$ 9,120,567.26	\$ 40,238,224.00	22.67%

*** Prior period adjustment.

Surplus or (Deficit)	<u>\$ 644,016.42</u>	<u>\$ 307,961.78</u>
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GOLD COAST TRANSIT DISTRICT
Financial activities summary (Actual v.s. Budget)
October 2025 (FY 2026)

	<u>October 2025</u> <u>Actual</u>	<u>October 2025</u> <u>Budget</u>	<u>Variance Over</u> <u>(Under) Budget</u>	<u>YTD actual</u>	<u>Annual Budget</u>	<u>Percentage of</u> <u>Annual Budget</u>
Revenues:						
Operating revenues	\$ 185,352.91	\$ 216,666.67	-14%	\$ 721,819.74	\$ 2,600,000.00	27.76%
Non- Operating Revenues *	127,181.31	87,500.00	45%	243,625.23	1,050,000.00	23.20%
Local Assistance	1,669,026.92	1,669,026.92	0%	6,676,107.67	20,028,323.00	33.33%
State Assistance	393,925.64	600,448.17	-34%	3,389,717.18	7,205,378.00	47.04%
Federal Assistance	2,750,981.00	779,543.58	253%	3,523,727.00	9,354,523.00	37.67%
Total Revenues	\$ 5,126,467.78	\$ 3,353,185.32	53%	\$ 14,554,996.82	\$ 40,238,224.00	36.17%

* Energy credits.

Expenses:						
Salary/Wage	** \$ 1,946,614.80	\$ 1,350,367.42	44%	\$ 5,594,539.82	\$ 16,204,409.00	34.52%
Fringe Benefits	1,032,253.85	1,068,470.04	-3%	3,909,322.15	12,821,640.00	30.49%
Services	129,686.28	106,173.83	22%	461,709.48	1,274,086.00	36.24%
Materials and Supplies	248,522.23	270,697.14	-8%	907,166.62	3,248,366.00	27.93%
Utilities	60,980.16	36,416.67	67%	130,201.92	437,000.00	29.79%
Casualty and Liability	*** 479,023.07	136,374.99	251%	770,734.72	1,636,500.00	47.10%
Miscellaneous	14,929.44	45,916.68	-67%	128,923.13	551,000.00	23.40%
Debt Service	-	115,375.50	-100%	459,800.00	1,384,506.00	33.21%
Members Contribution	223,393.08	223,393.08	0%	893,572.33	\$ 2,680,717.00	33.33%
Total Expenses	\$ 4,135,402.91	\$ 3,353,185.32	23.33%	\$ 13,255,970.17	\$ 40,238,224.00	32.94%

** Three pay periods in the month of October.

*** Quarterly Liability Premium payment.

Surplus or (Deficit)	<u>\$ 991,064.86</u>	<u>\$ 1,299,026.64</u>
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GOLD COAST TRANSIT DISTRICT
Financial activities summary (Actual v.s. Budget)
November 2025 (FY 2026)

	<u>November 2025</u> <u>Actual</u>	<u>November 2025</u> <u>Budget</u>	<u>Variance Over</u> <u>(Under) Budget</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>Percentage of</u> <u>Annual Budget</u>
Revenues:						
Operating revenues	\$ 146,301.19	\$ 216,666.67	-32%	\$ 868,120.93	\$ 2,600,000.00	33.39%
Non- Operating Revenues	65,552.81	87,500.00	-25%	309,178.04	1,050,000.00	29.45%
Local Assistance	1,669,026.92	1,669,026.92	0%	8,345,134.58	20,028,323.00	41.67%
State Assistance	386,159.84	600,448.17	-36%	3,775,877.02	7,205,378.00	52.40%
Federal Assistance	* 1,876,576.00	779,543.58	141%	5,400,303.00	9,354,523.00	57.73%
Total Revenues	\$ 4,143,616.76	\$ 3,353,185.32	24%	\$ 18,698,613.57	\$ 40,238,224.00	46.47%

* Claim of eligible expenses from federal funding.

Expenses:						
Salary/Wage	\$ 1,267,014.64	\$ 1,350,367.42	-6%	\$ 6,861,554.46	\$ 16,204,409.00	42.34%
Fringe Benefits	935,187.64	1,068,470.04	-12%	4,844,509.79	12,821,640.00	37.78%
Services	155,853.85	106,173.83	47%	617,563.33	1,274,086.00	48.47%
Materials and Supplies	140,041.84	270,697.14	-48%	1,047,208.46	3,248,366.00	32.24%
Utilities	4,968.95	36,416.67	-86%	135,170.87	437,000.00	30.93%
Casualty and Liability	18,693.82	136,374.99	-86%	789,428.54	1,636,500.00	48.24%
Miscellaneous	26,692.45	45,916.68	-42%	155,615.58	551,000.00	28.24%
Debt Service	-	115,375.50	-100%	459,800.00	1,384,506.00	33.21%
Members Contribution	223,393.08	223,393.08	0%	1,116,965.42	\$ 2,680,717.00	41.67%
Total Expenses	\$ 2,771,846.27	\$ 3,353,185.32	-17.34%	\$ 16,027,816.45	\$ 40,238,224.00	39.83%

Surplus or (Deficit)	\$ 1,371,770.48	\$ 2,670,797.13
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GOLD COAST TRANSIT DISTRICT
Financial activities summary (Actual v.s. Budget)
December 2025 (FY 2026)

	<u>December 2025</u> <u>Actual</u>	<u>December 2025</u> <u>Budget</u>	<u>Variance Over</u> <u>(Under) Budget</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>Percentage of</u> <u>Annual Budget</u>
Revenues:						
Operating revenues	\$ 173,464.67	\$ 216,666.67	-20%	\$ 1,041,585.60	\$ 2,600,000.00	40.06%
Non- Operating Revenues	110,440.00	87,500.00	26%	419,618.04	1,050,000.00	39.96%
Local Assistance	1,669,026.92	1,669,026.92	0%	10,014,161.50	20,028,323.00	50.00%
State Assistance *	1,752,196.34	600,448.17	192%	5,528,073.36	7,205,378.00	76.72%
Federal Assistance **	-	779,543.58	-100%	5,400,303.00	9,354,523.00	57.73%
Total Revenues	\$ 3,705,127.93	\$ 3,353,185.32	10%	\$ 22,403,741.50	\$ 40,238,224.00	55.68%

* State Operating Assistances of SB125 funding.

** Federal Operating Assistances for eligible expenses have yet to receive.

Expenses:						
Salary/Wage	\$ 1,230,713.93	\$ 1,350,367.42	-9%	\$ 8,092,268.39	\$ 16,204,409.00	49.94%
Fringe Benefits	1,294,445.35	1,068,470.04	21%	6,138,955.14	12,821,640.00	47.88%
Services	126,927.51	106,173.83	20%	744,490.84	1,274,086.00	58.43%
Materials and Supplies	255,714.82	270,697.14	-6%	1,302,923.28	3,248,366.00	40.11%
Utilities	33,715.46	36,416.67	-7%	168,886.33	437,000.00	38.65%
Casualty and Liability ***	426,883.50	136,374.99	213%	1,216,312.04	1,636,500.00	74.32%
Miscellaneous	33,368.85	45,916.68	-27%	188,984.43	551,000.00	34.30%
Debt Service ****	449,706.25	115,375.50	290%	909,506.25	1,384,506.00	65.69%
Members Contribution	223,393.08	223,393.08	0%	1,340,358.50	\$ 2,680,717.00	50.00%
Total Expenses	\$ 4,074,868.75	\$ 3,353,185.32	21.52%	\$ 20,102,685.20	\$ 40,238,224.00	49.96%

*** Quarterly Liability Premium payment.

**** Second Interest Payment for COP Bond.

\$ 20,119,112.00

Surplus or (Deficit)	\$ (369,740.83)	\$ 2,301,056.30
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February 4, 2026

Item #6

TO GCTD Board of Directors
FROM Tanya Hawk, Inventory and Assets Management Coordinator
SUBJECT Report of Contracts Awarded

SUMMARY

As requested by the Board of Directors on December 2, 2020, and in accordance with the GCTD Purchasing Resolution, staff is to provide a monthly report of all purchases issued by this agency. The attached report lists all purchase orders awarded since the October Board meeting.

RECOMMENDATION

It is recommended that the Board of Directors receive and file this report.

GENERAL MANAGER'S CONCURRENCE

Vanessa Rauschenberger
General Manager

GOLD COAST TRANSIT DISTRICT

Contracts/PO Awarded Report
October 2025 Through January 2026

PO#	Item Description	Vendor Name	City	Cost
PURCHASING				
A0010377	ANNUAL RENEWAL OPENGOV E- PROCUREMENT	OPENGOV, INC	PASADENA	\$ 12,220.00
A0010378	REAL PROPERTY REDEVELOPMENT CONSULTING	DYER SHEEHAN GROUP, INC.	VENTURA	\$ 100,000.00
A0010379	ANNUAL FEE FOR MOBICONTROL CLOUD DEV LICENSE PREMIUM BUNDLE	SOTI INC.	MISSISSAUGA, ONTARIO	\$ 2,200.80
B0020128	2 "REACH PUNCH W/O RESERVOIR 20 DIFFERENT DESIGNS #1THRU #20	CTI/USA, INC.	CAROL STREAM	\$ 1,895.49
P0030349	PROVIDING DRONE FOOTAGE	VIEWFINDERS VISUAL COMMUNICATIONS	PALM DESERT	\$ 819.38
P0030360	DRONE FOOTAGE	WALTER JOSEPH REED	HENDERSON	\$ 819.38
P0030362	ADS WHITE AND YELLOW PAGES.	OJAI VALLEY DIRECTORY	OJAI	\$ 795.00
P0030363	ANNUAL SUPPORT FEES FOR AFM SYSTEM, FARE MEDIA, PRODUCTION POS 1-3 LICENSE	PRODUCTIVE SOLUTIONS	RENO	\$ 3,392.48
PARTS				
M0051622	CARRIER ASM (DIFFERENTIAL)	GILLIG LLC	LOS ANGELES	\$ 6,923.75
M0051624	KIT, OVERHAUL, HEAD, CYLINDER, 4933818D CYLINDER HEAD CORE & 4933818D CYLINDER HEAD CORE CREDIT	CUMMINS PACIFIC LLC	VENTURA	\$ 9,619.18
M0051625	PASSENGER SEAT BELT- FORD TRANSIT	CREATIVE BUS SALES	CHINO	\$ 472.25
M0051627	AIR DRYER DESICCANT CARTRIDGE, R107794 CORE & AIR DRYER PURGE VALVE KIT	LOS ANGELES TRUCK CENTERS, LLC	PASADENA	\$ 523.26
M0051628	GROOVED TIMING BELT	GENFARE LLC	ELK GROVE	\$ 352.88
M0051629	GASKET, CYLINDER HEAD	CUMMINS PACIFIC LLC	VENTURA	\$ 630.47
M0051630	BODY LABOR. PAINT LABOR, FRAME, MATERIALS PAINT, MATERIALS BODY, SUBLET- R&R WINDSHIELD & MISC. HAZ WASTE/VOC	NATIONAL AUTO BODY&PAINT	GOLETA	\$ 8,065.68

Contracts/PO Awarded Report
October 2025 Through January 2026

M0051631	FG CC2826 DRUM-BLUE	LOS ANGELES TRUCK CENTERS, LLC	PASADENA	\$ 1,248.47
M0051632	SENSOR, KNOCK, SENSOR, OIL PRESSURE, SET, MAIN BEARING, BOLT, CYLINDER HEAD, INSULATION, WATER INLET TUBE, EGR COOLER, BELT, ALT, HOSE, EGR WATER PLUMBING, 90, ELBOW, PLAIN STREET PIPE, SENSOR, BREATHER, FILTER PRESSURE, SEAL, O-RING	CUMMINS PACIFIC LLC	VENTURA	\$ 6,623.90
M0051633	TIRE - CUTAWAY REAR, CA RECYCLING FEE, TIRE - FORD TRANSIT & CA RECYCLING FEE	PARKHOUSE TIRE, INC.	BELL GARDENS	\$ 548.54
M0051634	(48) FG LF9009 FILTER OIL	LOS ANGELES TRUCK CENTERS, LLC	PASADENA	\$ 1,448.39
M0051635	REGULATOR, ALT, VALVE, SPRING BRAKE SR1, BRACKET GAS SPRING, DIPSTICK TUBE SEAL TRANS	GILLIG LLC	LOS ANGELES	\$ 2,272.56
M0051636	HUB ODOMETER 525 REV, PUMP, W/S WASHER, & DUST CAP, SMALL PROTECTIVE	THE AFTERMARKET PARTS COMPANY, LLC	VENTURA	\$ 654.94
M0051638	IGNITION COIL SCREW BOLT	FRN OF TULSA,LLC	BROKEN ARROW	\$ 27.18
M0051639	IGNITION COIL SCREW BOLT	ENVISION VTA FD AUTO LLC	OXNARD	\$ 7.87
M0051641	SENSOR, OXYGEN	CUMMINS PACIFIC LLC	VENTURA	\$ 1,718.91
M0051642	MATERIALS AND SERVICES REQUIRED AND IN-SHOP CONFIGURATIONS	TELCOM COMMUNICATION	OXNARD	\$ 4,706.85
M0051643	DEVICE, AFTER CLEANING CATALYST	PURE EARTH SYSTEMS, INC.	NORTHRIDGE	\$ 400.00
M0051645	HARDWARE	KIMBALL MIDWEST	COLUMBUS	\$ 857.88
M0051646	HARDWARE	KIMBALL MIDWEST	COLUMBUS	\$ 879.88
M0051647	LABOR & TRUCK CHARGE	GMH INC	OXNARD	\$ 1,557.50

Contracts/PO Awarded Report
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M0051648	SPARK PLUG, STARTER MOTOR-CUTAWAY, SA-1026 STARTER CORE PO # M0051648, REAR BRAKE PADS- CUTAWAY, COIL - IGNITION, FUEL INJECTION THROTTLE BODY & MOTO, ELEMENT - AIR, ALTERNATOR ASSEMBLY 225 AMP & GL- 8946 ALTERNATOR CORE- PO# M0051648	PARTS AUTHORITY LLC	VENTURA	\$ 2,032.67
M0051649	VALVOLINE PREMIUM BLUE 9200 15W-40, STATE RECYCLING OIL GALLON, REGULATORY COMPLIANCE FEE	GREG'S PETROLEUM SERVICE, INC	DELANO	\$ 2,410.16
M0051651	BATTERY & BAGM48H6760 BATTERY CORE	PARTS AUTHORITY LLC	VENTURA	\$ 919.97
M0051652	PRESSURE CAP ASSM 16LB	GILLIG LLC	LOS ANGELES	\$ 68.17
M0051653	BODY LABOR 4056, PAINT LABOR, PARTS, MATERIALS PAINT, MATERIALS BODY & MISC HAZ WASTE / VOC	NATIONAL AUTO BODY&PAINT	GOLETA	\$ 6,824.63
M0051654	TENSIONER, BELT, OIL DRAIN TUBE, SEAL, RECT RING, FILLER CAP, BELT, WATER PUMP, SPARK PLUG	LOS ANGELES TRUCK CENTERS, LLC	PASADENA	\$ 4,020.91
M0051655	WATER PUMP, UPPER HEAT EXCHANGE HOSE (COOLER), SPARK PLUG, VALVE, FUEL FLOW, KIT, ACTUATOR TURBO SERVICES	CUMMINS PACIFIC LLC	VENTURA	\$ 6,010.68
M0051656	BRPF-6PARKING BRAKE SHOES, REAR BS952 PARKING BRAKE SHOES, REAR	PARTS AUTHORITY LLC	VENTURA	\$ 223.11
M0051657	BATTERY - INTERSTATE, CA BATTERY FEE	INTERSTATE BATTERIES	VENTURA	\$ 2,147.64
M0051658	DV602- MOUNTING BRACKET & STSC201- HIGH MOUNTED 1080P CAMERA	ROSCO, INC.	JAMAICA	\$ 409.69

Contracts/PO Awarded Report
October 2025 Through January 2026

M0051659	SAE OW-20 MOTOR OIL, STATE RECYCLING OIL GALLON, REGULATORY COMPLIANCE FEE, SAE 5W-30 MOTOR OIL & STATE RECYCLING OIL GALLO	GREG'S PETROLEUM SERVICE, INC	DELANO	\$ 527.25
M0051660	PRESSURE CAP ASSM 16LB, COVER GASKET, HYD RESERVOIR, KIT, NOISE ISOLATOR, SENSOR KIT, BELT ASM, WHEELCHAIR, PLATE PIVOT, WINDSHIELD WIPER MOTOR, STREETSIDE FRONT, SPRING, TRANSOM LATCH RETURN, REGULATOR, ALT, INDICATOR, AIR RESTRICTION, WIPER, MOTOR ASM, SSLF, RH, BRACKET, BIKE RACK MTG, BUMPER, PIN, SPRING, PLUG MAGNETIC, SESOR ASM FRT, FILTER KIT, FUEL, WIPER BLADE, REFLECTOR, RED RECTANGLE	GILLIG LLC	LOS ANGELES	\$ 6,230.70
M0051661	MOTOROLA MIC PMMN4090A	TELCOM COMMUNICATION	OXNARD	\$ 221.23
M0051663	AUX14 BATTERY & CA BATTERY FEE	INTERSTATE BATTERIES	VENTURA	\$ 130.95
M0051666	CALIBRATE AND TEST CARBON MONOXIDE SENSORS, CALIBRATE AND TEST COMPRESSED NATURAL GAS AND SERVICE-SYSTEM REPORT	INFINITY CNG SERVICES, INC.	PORTER RANCH	\$ 1,175.00
M0051667	KIT, ACTUATOR TURBO SERVICE & CORE-4030945	LOS ANGELES TRUCK CENTERS, LLC	PASADENA	\$ 654.00
M0051668	SAE 5W-30 MOTOR OIL, CA RECYCLING FEE & MOTOR OIL FEE	M.O.DION & SONS, INC.	LOS ANGELES	\$ 707.23
M0051669	PARKING BRAKE PEDAL ASSY	ENVISION VTA FD AUTO LLC	OXNARD	\$ 456.23

Contracts/PO Awarded Report
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M0051670	PCV VALVE ASSEMBLY, SERPENTINE BELT, 6- GROOVE 136-INCH- CUTAWAY, HEAD LAMP BULB & SHOCK ABSORBER B4 OE	PARTS AUTHORITY LLC	VENTURA	\$ 312.69
M0051671	REAR A/C COMPRESSOR- CUTAWAY	VENTURA COUNTY AUTO SUPPLY	OXNARD	\$ 413.96
M0051672	EXTERIOR DOOR HANDLE PAD (SLIDING DOOR), ENGINE MOUNT INSULATOR 6.8L-LEFT & ENGINE MOUNT INSULATOR 6.8L-RIGHT	ENVISION VTA FD AUTO LLC	OXNARD	\$ 3.65
M0051673	SEAL, VALVE, COVER SCREW, HEX FLANGE, HEAD CAP, GASKET, EXHAUST MANIFOLD, EXHAUST MANIFOLD BOLTS, SEALING WASHER, M14 SCREW, FRACTURE COIL EXTENSION, BOLTS, THERMOSTAT	CUMMINS PACIFIC LLC	VENTURA	\$ 4,878.03
M0051674	GLASS MNT 764-869 ANTENNA, MINI UHF CRIMP, MOTOTRBO POWER CABLES & MB8U COAX CABLES	COMMUNICATION ENTERPRISES INC.	BAKERSFIELD	\$ 1,099.39
M0051675	(21) FG LF9009 FILTER OIL & GASKET, OIL PAN	LOS ANGELES TRUCK CENTERS, LLC	PASADENA	\$ 667.07
M0051676	JANITORIAL SUPPLIES	SUPERIOR SANITARY SUPPLIES	OXNARD	\$ 1,507.84
M0051677	41GT08 HEATER HOSE 3/8, 4GJY9 HEATER HOSE 3/4 & 4GJY7 HEATER HOSE	GRAINGER	PALATINE	\$ 233.71
M0051678	WATER PUMP-CHRYSLER	PARTS AUTHORITY LLC	VENTURA	\$ 119.75
M0051679	DRIVE BELT- CHRYSLER & WATER PUMP-CHRYSLER	FIRST CALL AUTO PARTS	SPRINGFIELD	\$ 181.03
M0051680	OIL FILTER HOUSING KIT	VENTURA COUNTY AUTO SUPPLY	OXNARD	\$ 820.01
M0051681	DETAIL SUPPLIES	THE DETAIL SHOP INC	OXNARD	\$ 824.72

Contracts/PO Awarded Report
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M0051684	VALVOLINE PREMIUM BLUE 9200 15W-40, STATE RECYCLING OIL GAL, REGULATORY COMPLIANCE FEE, GEAR LUBE 80W90 GL5 & STATE RECYCLING OIL GAL	GREG'S PETROLEUM SERVICE, INC	DELANO	\$ 2,360.96
M0051685	JANITORIAL SUPPLIES	SUPERIOR SANITARY SUPPLIES	OXNARD	\$ 629.88
M0051686	JANITORIAL SUPPLIES	SUPERIOR SANITARY SUPPLIES	OXNARD	\$ 461.24
M0051688	SPARK PLUG-CHRYSLER, REAR A/C COMPRESSOR-CUTAWAY, OIL FILTER INSERT W/ GASKET KIT & OIL FILTER, TOYOTA TUNDRA	PARTS AUTHORITY LLC	VENTURA	\$ 787.86
M0051689	CATALYST DEVICE, AFTERTREATMENT-1ST GEN, 5274369D CATALYST DEVICE & AFTERTREATMENT-CORE	CUMMINS PACIFIC LLC	VENTURA	\$ 27,985.64
M0051690	SPARK PLUG-CHRYSLER	FIRST CALL AUTO PARTS	SPRINGFIELD	\$ 72.76
M0051691	LAMP, 4 IN. RED STOP/ TURN/ TAIL, LAMP, STEPWELL (BLACK HOUSING), WIPER, MOTOR ASSY, LH, SUNSHADE, DRIVERS SIDE WINDOW, ADAPTOR, SIDE WINDSHIELD WASHER FLUID HOSE, PANEL, SKIRT REAR WHEEL WELL, C/S, WIPER, MOTOR ASSY, RH, SKIRT PANEL, 40.32 IN. X 34.12 IN. FIXED, BUMP STOP, RUBBER, AXLE GASKET	GILLIG LLC	LOS ANGELES	\$ 3,642.97

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M0051692	REGULATOR, Alt, AIR REGULATOR ASSM, VALVE, SPRING BRAKE CTRL, SENSOR, ABS-FRONT, GUARD, SWITCH, SUPPORT, FAN, GLAZING, DOOR, EXIT, TOP, TENSIONER, AC, SWITCH, DPDT, ON/OFF/ON, WASHER, SEALING & SEAT BELT ASM, LAP 2-PT BLACK	THE AFTERMARKET PARTS COMPANY, LLC	MINNEAPOLIS	\$ 3,957.95
M0051693	TRANSMISSION FLUID (AUTO), ALTERNATOR-MV 1 & ALTERNATOR-MV 1- CORE	PARTS AUTHORITY LLC	VENTURA	\$ 1,843.78
M0051695	VOLTAGE REGULATOR/ PMS (REBUILD)	I/O CONTROLS CORP.	AZUSA	\$ 1,028.87
M0051696	HARDWARE	KIMBALL MIDWEST	COLUMBUS	\$ 978.61
M0051698	MULTI FUSE 38231TR0A01 (1301)	DCH (OXNARD) INC	DALLAS	\$ 14.84
M0051699	QRT REGULAR LAP BELT- CHRYSLER	TRANSFOR CORPORATION	BLUFFTON	\$ 395.00
M0051700	DRIVE BELT- CHRYSLER, PARKING BRAKE SHOES, REAR, BATTERY, IDLER PULLEY - CUTAWAY, INNER WHEEL SEAL	PARTS AUTHORITY LLC	VENTURA	\$ 614.08
M0051701	VALVOLINE PREMIUM BLUE 9200 15W-40, STATE RECYCLING FEE OIL GAL, REGULATORY COMPLIANCE FEE, TRANSMISSION OIL SYNTHETIC, STATE RECYCLING FEE OIL GAL, & COOLANT (YELLOW)	GREG'S PETROLEUM SERVICE, INC	DELANO	\$ 4,743.47
M0051702	HARNESS, IGNITION COIL, ORING, VALVE COVER, GASKET, TURBOCHARGER	CUMMINS PACIFIC LLC	VENTURA	\$ 1,239.71
M0051704	SUN VISOR ASSY	ENVISION VTA FD AUTO LLC	OXNARD	\$ 245.90
M0051705	SENSOR, COOLANT LEVEL	THE AFTERMARKET PARTS COMPANY, LLC	MINNEAPOLIS	\$ 301.60
M0051706	KIT, NOISE ISOLATOR, SWITCH, SPDT, ON/OFF/MON, HARNESS, FIRE DETECTION, LOCK WASHER & LOCK RING, BEARING, REAR OUTER CONE	GILLIG LLC	LOS ANGELES	\$ 1,285.01

Contracts/PO Awarded Report
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M0051707	OVERFLOW CONTAINER CAP (RADIATOR)	PARTS AUTHORITY LLC	VENTURA	\$ 31.92
M0051708	BATTERY - INTERSTATE	INTERSTATE BATTERIES	VENTURA	\$ 1,567.34
M0051709	1EKU7 DELINEATOR POST W/ BASE 45IN ORANGE	GRAINGER	PALATINE	\$ 716.24
M0051710	VANDAL SHIELD	AMERICAN PLASTICS CORP	CAMARILLO	\$ 1,994.85
M0051711	JANITORIAL SUPPLIES	SUPERIOR SANITARY SUPPLIES	OXNARD	\$ 1,270.35
M0051713	HOSE, SURGE TANK	GILLIG LLC	LOS ANGELES	\$ 215.99
M0051714	BE190H REAR BRAKE PADS- BE1589H, CHRYSLER, FRONT BRAKE PADS- CHRYSLER, CABIN AIR FILTER- CHRYSLER & ENGINE AIR FILTER- CHRYSLER	PARTS AUTHORITY LLC	VENTURA	\$ 218.03
M0051716	ENGINE AIR FILTER- CHRYSLER	VENTURA COUNTY AUTO SUPPLY	OXNARD	\$ 24.21
M0051718	SEAL, REAR AXLE OUTER, FILTER, DEFROSTER, CHAMBER, REAR BREAK, HORN BUTTON, KIT, R-12DC REBUILD, WIPER, REAR OUTER, LIGHT, LICENSE PLATE, LED, CHR, SEAL, REAR INNER, GAUGE, FUEL HIGH PRESSURE & SEAT BELT ASM, LAP 2-PT BLACK	THE AFTERMARKET PARTS COMPANY, LLC	MINNEAPOLIS	\$ 8,061.72
M0051719	PRESSURE CAP ASSM 16LB (VENTED), GAUGE COOLANT TEMPERATURE, LAMP, 4 IN RED STOP/TURNING/TAIL, SPRING, LATCH, HARNESS, FIRE DETECTION, GAUGE, DUAL AIR PRESSURE, PUMP, WASHER ASM, ADAPTOR, SIDE WINDSHIELD WASHER FULID HOSE, HOSE, HUMP, ISOLATOR, MOUNT UPPER & LOWER (SET), BEARING, REAR INNER CONE, BRAKE CHAMBER, REAR, BRAKE PADS	GILLIG LLC	LOS ANGELES	\$ 8,075.84

Contracts/PO Awarded Report
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M0051720	PULLEY, IDLER, BELT, WATER PUMP, VALVE, FUEL FLOW, SCREW, STUDDED FLANGE CAP, INSULATION, CONNECTION, SHAFT, IDLER, BELT, WATER PUMP, MASS FLOW SENSOR	CUMMINS PACIFIC LLC	VENTURA	\$ 4,181.60
M0051722	HEATER HOSE	FIRST CALL AUTO PARTS	SPRINGFIELD	\$ 92.47
M0051723	FRONT BRAKE ROTOR - CHRYSLER, PCV VALVE ASSEMBLY, FUEL FILTER, FILTER - OIL, SPARK PLUG IRIIDIUM FORD TRANSIT, REAR BRAKE ROTOR - CHRYSLER & PCV ASSY- FORD TRANSIT	PARTS AUTHORITY LLC	VENTURA	\$ 1,269.09
M0051724	STUD, AIR DRYER - RH	GILLIG LLC	LOS ANGELES	\$ 66.86
M0051725	GASKET, FRONT HUB, BRAKE CHAMBER, REAR & WASHER, SEALING	THE AFTERMARKET PARTS COMPANY, LLC	MINNEAPOLIS	\$ 1,321.15
M0051726	DEVICE, AFTER CLEANING CATALYST	PURE EARTH SYSTEMS, INC.	NORTHRIDGE	\$ 1,200.00
M0051727	VALVOLINE PREMIUM BLUE 9200 15W-40, STATE RECYCLING OIL GAL & REGULATORY COMP FEE	GREG'S PETROLEUM SERVICE, INC	DELANO	\$ 2,300.59
M0051728	JANITORIAL SUPPLIES	SUPERIOR SANITARY SUPPLIES	OXNARD	\$ 807.62
M0051729	ORING, BREATHER HOUSING, CABIN HEATER PLUMBING	CUMMINS PACIFIC LLC	VENTURA	\$ 3,580.16
M0051730	PRESSURE CAP ASSM 16LB (VENTED), SWITCH, SENSITIVE EDGE, SWITCH, SPDT, ON/OFF/MON, FILTER KIT, FUEL, FAN ASSY, 24V, SPRING, AIR, FITTING, LP CONNECTOR	GILLIG LLC	LOS ANGELES	\$ 4,478.67
M0051732	BOLT, HUB AND HVAC FILTER	THE AFTERMARKET PARTS COMPANY, LLC	MINNEAPOLIS	\$ 1,935.26
M0051734	TENSIONER, W/P BELT	CUMMINS PACIFIC LLC	VENTURA	\$ 171.75

Contracts/PO Awarded Report
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M0051735	HEAD MIRROR RMT HTD UPRIGHT, FREEDMAN PASSENGER BUCKLE, UNDER SEAT RETRACTOR BELT BUCKLE SS (FEMALE)	CREATIVE BUS SALES	CHINO	\$ 718.16
M0051736	MICRO SWITCH - FORD TRANSIT	CREATIVE BUS SALES	CHINO	\$ 86.20
M0051737	BODY LABOR (4053),PAINT LABOR, MATERIALS & MISC HAZ WASTE / VOC	NATIONAL AUTO BODY&PAINT	GOLETA	\$ 6,761.69
M0051738	FITTING, LP CONNECTOR	GILLIG LLC	LOS ANGELES	\$ 125.40
M0051740	AMBER STRIP LIGHT - MIRROR	CREATIVE BUS SALES	CHINO	\$ 555.14
M0051741	REMOVE & INSTALL DEST. SIGN GLASS (4025) & REMOVE & INSTALL RD/S WINDSHIELD (4025)	AFFORDABLE AUTO GLASS	VENTURA	\$ 650.00
M0051742	VALVOLINE PREMIUM BLUE 9200 15W-40, STATE RECYCLING FEE, REGULATORY COMPLIANCE FEE, GEAR LUBE 80W90 GL5, STATE RECYCLING FEE	GREG'S PETROLEUM SERVICE, INC	DELANO	\$ 3,731.49
M0051743	PRESSURE CAP ASSM 16LB (VENTED), GAUGE, DUAL AIR PRESSURE, MUD FLAP, FRONT, HARNESS, FIRE DETECTION, BEEPER, WARNING ALARM (RAMP), HINGE, BUCKLE HOLDER, INDICATOR, AIR RESTRICTIONS & FIRE EXT. BRACKET	GILLIG LLC	LOS ANGELES	\$ 1,068.13
M0051744	STATIC STRAPS, CAP END BACK 2P, VALVE, SINGLE CHECK, NUT-CAPPED LF ALUM DUAL	THE AFTERMARKET PARTS COMPANY, LLC	MINNEAPOLIS	\$ 1,015.44
M0051745	HEAD LAMP BULB (HALOGEN), SPARK PLUG, IDLER PULLEY, IDLER PULLEY CUTAWAY, FILTER, HEATER HOSE & ENGINE VALVE COVER SET	PARTS AUTHORITY LLC	VENTURA	\$ 6.88
M0051746	REAR BRAKE PADS- NEW FORD TRANSIT, MANIFOLD HEADER GASKET 6.8L, REAR AXLE FLANGE GASKET	ENVISION VTA FD AUTO LLC	OXNARD	\$ 669.22

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M0051747	INTERIOR DOOR HANDLE-LUGGAGE (FORD TRANSIT)	ENVISION VTA FD AUTO LLC	OXNARD	\$ 79.27
M0051748	DEVICE, AFTER CLEANING CATALYST	PURE EARTH SYSTEMS, INC.	NORTHRIDGE	\$ 1,200.00
M0051750	TURBO CONNECT 5112360B	AMPURE CHARGING SYSTEMS INC	MONROVIA	\$ 3,386.75
M0051752	PARTS & LABOR TO FURNISH AND INSTALL 120V POWER AT DRIVER ADMIN DOOR FOR AUTO OPENER	TERRY MEYER	OXNARD	\$ 713.00
M0051753	JANITORIAL SUPPLIES	SUPERIOR SANITARY SUPPLIES	OXNARD	\$ 1,365.26
M0051754	FULL SYN ENGINE OIL, CA RECYCLING FEE & CA MOTOR OIL FEE	M.O.DION & SONS, INC.	LOS ANGELES	\$ 190.56
M0051757	PCV VALVE ASSEMBLY & REAR BRAKE PADS-CUTAWAY	PARTS AUTHORITY LLC	VENTURA	\$ 211.99
M0051758	DEVICE, AFTER CLEANING CATALYST	PURE EARTH SYSTEMS, INC.	NORTHRIDGE	\$ 400.00
M0051759	BEARING-FRONT STRUT & BRACKET, FRONT STRUT	ENVISION VTA FD AUTO LLC	OXNARD	\$ 490.84
M0051760	BUS TOW #3516	PLATINUM TOW AND TRANSPORT INC.	CAMARILLO	\$ 487.50
M0051762	STARTER, 39MT, 24V 12T	ROMAINE ELECTRIC CORPORATION	KENT	\$ 1,650.34
M0051763	HARDWARE	KIMBALL MIDWEST	COLUMBUS	\$ 598.55
M0051765	PLATE ASY-CALIPER BRACKET	ENVISION VTA FD AUTO LLC	OXNARD	\$ 228.14
M0051768	BRAKE CALIPER & CORE #NK4Z-2553-C	ENVISION VTA FD AUTO LLC	OXNARD	\$ 244.72
M0051769	VALVOLINE PREMIUM BLUE 9200 15W-40, STATE RECYCLING OIL GALLON & REGULATORY COMPLIANCE FEE	GREG'S PETROLEUM SERVICE, INC	DELANO	\$ 1,376.54
M0051770	FUEL NOZZLE REBUILT	OPW FUELING COMPONENTS	CHICAGO	\$ 4,572.85
M0051774	LOW PRESSURE CNG FILTER (PARKER), FREEDMAN PASSENGER BUCKLE	CREATIVE BUS SALES	CHINO	\$ 1,143.01

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M0051775	STANDARD CAPSULE, BATTERY, REAR SHOCK ABSORBER- FORD TRANSIT, FRONT BRAKE PADS- CUTAWAY, ELEMENT- AIR, BATTERY CORE CHARGE BXT- 65-850	PARTS AUTHORITY LLC	VENTURA	\$ 818.51
M0051776	50830 5G PARTS WASHER SERVICE, 51830 10G PARTS WASHER SERVICE, 90837 30G PARTS WASHER SERVICE, 90837 30G PARTS WASHER SERVICE, 8863 AQUEOUS PW SAMPLE, 100005 CHEMISTRY, 100030 RECOVERY FEE & 90837 30G PARTS WASHER SERVICE	SAFETY-KLEEN SYSTEMS, INC.	DALLAS	\$ 1,320.85
M0051777	AUX14 BATTERY, SURCHARGE & CA BATTERY FEE	INTERSTATE BATTERIES	VENTURA	\$ 150.53
M0051779	ZRS-1-1727-02 SEATBELT EXTENSION 12	CREATIVE BUS SALES	CHINO	\$ 468.44
M0051780	COOLANT MOPAR 50/50	CROWN DODGE	VENTURA	\$ 113.20
M0051789	QUARTERLY 4 SERVICE	ORKIN SERVICES OF CALIFORNIA, INC.	RIVERSIDE	\$ 360.00

Purchasing Total \$ 122,142.53

Parts Total \$ 228,902.85

Local (Ventura County) \$ 202,491.82



Item #7a

Date: February 4, 2026
To: Board of Directors
From: Veronica Navarro, Finance and Grant Analyst
Subject: Receive and File Quarterly Investment Report – 1st Quarter FY 2026

EXECUTIVE SUMMARY

Gold Coast Transit District Investment Income Report (July 1st – September 30th, 2025)

Gold Coast Transit District (GCTD) reported a total investment income of **\$142,182.54** for the period **July 1st to September 30th, 2025**, reflecting interest, dividends, and other income earned across various investment accounts in accordance with GCTD's **Investment Policy**, established in **April 2024**.

Key Highlights

1. **Significant Investment Income Contributions**
 - The **SB 125 Operating Fund** generated the highest returns, earning **\$104,175.18**, accounting for **73%** of total investment income. The **SB 125 Capital Fund** yielded **\$15,264.63**, also contributing **11%** of the total income.
 - **Special Funds Capital Reserve** contributed **\$16,009.38**, representing **9%** of total income.
2. **Consistent Growth Over the Period**
 - **July 2025** recorded the highest monthly earnings, totaling **\$52,021.23**.
 - This strong performance was primarily driven by returns from the **SB 125 Operating Fund (\$36,807.45)** and the **Special Funds Capital Reserve (\$8,004.69)**.
3. **Diversified Investment Performance**
 - The **Money Market Account** and **LAIF Account** provided stable yet modest returns, contributing **\$784.30** and **\$1,232.31**, respectively.

GOLD COAST TRANSIT DISTRICT

Investment Policy Compliance & Outlook

The investment performance aligns with GCTD's **Investment Policy objectives**, emphasizing **capital preservation, liquidity, and yield optimization**. The strong returns from **SB 125 funds** indicate effective investment strategy implementation.

The **positive investment performance** in Q1 positions the District well for the upcoming fiscal periods throughout the year, reinforcing financial stability and growth potential.

General Manager's Concurrence

A handwritten signature in black ink, reading "Vanessa Rauschenberger", written over a horizontal line.

Vanessa Rauschenberger



GOLD COAST TRANSIT DISTRICT

Investment Income

July 1 - September 30, 2025

	Money Market Account 1010610001	LAIF Account 1013000001	Special Funds Capital Reserve 1410200001	COP Lease Payment Fund 1410111001	COP Project Fund 1410221001	COP Reserve Fund 1410112001	SB 125 Capital Fund 1010510003	SB 125 Operating Fund 1010500003	Total
July 31, 2025 Interest, Dividends & Other Income	\$ 341.14	\$ -	\$ 8,004.69	\$ 569.73	\$ 1,045.25	\$ 25.70	\$ 5,227.27	\$ 36,807.45	\$ 52,021.23
August 31, 2025 Interest, Dividends & Other Income	248.95	-	8,004.69	115.70	1,084.87	0.09	5,122.87	36,142.68	50,719.85
September 30, 2025 Interest, Dividends & Other Income	194.21	1,232.31	-	116.05	1,088.10	671.25	4,914.49	31,225.05	39,441.46
Total	\$ 784.30	\$ 1,232.31	\$ 16,009.38	\$ 801.48	\$ 3,218.22	\$ 697.04	\$ 15,264.63	\$ 104,175.18	\$ 142,182.54



Item #7b

Date: February 4, 2026
To: Board of Directors
From: Veronica Navarro, Finance and Grant Analyst
Subject: Receive and File Quarterly Investment Report – 2nd Quarter FY 2026

EXECUTIVE SUMMARY

Gold Coast Transit District Investment Income Report (October 1st – December 31st, 2025)

Gold Coast Transit District (GCTD) reported a total investment income of **\$128,411.62** for the period **October 1st to December 1st, 2025**, reflecting interest, dividends, and other income earned across various investment accounts in accordance with GCTD's **Investment Policy**, established in **April 2024**.

Key Highlights

1. **Significant Investment Income Contributions**
 - The **SB 125 Operating Fund** generated the highest returns, earning **\$77,259.50**, accounting for **60%** of total investment income. The **SB 125 Capital Fund** yielded **\$12,231.80**, also contributing **10%** of the total income.
 - **Special Funds Capital Reserve** contributed **\$15,747.64**, representing **12%** of total income.
2. **Consistent Growth Over the Period**
 - **December 2025** recorded the highest monthly earnings, totaling **\$45,442.59**.
 - This performance was primarily driven by strong returns from the **SB 125 Operating Fund (\$77,259.50)** and the **COP Reserve Fund (\$18,684.88)**.
3. **Diversified Investment Performance**
 - The **Money Market Account** and **LAIF Account** provided stable yet modest returns, contributing **\$1,100.53**, while the LAIF Account recorded no investment income during the period.

GOLD COAST TRANSIT DISTRICT

Investment Policy Compliance & Outlook

The investment performance aligns with GCTD's **Investment Policy objectives**, emphasizing **capital preservation, liquidity, and yield optimization**. The strong returns from **SB 125 funds** reflect effective execution of the District's investment strategy.

The **positive investment performance** in Q2 positions the District well for the upcoming fiscal periods throughout the year, reinforcing financial stability and growth potential.

General Manager's Concurrence

A handwritten signature in black ink, reading "Vanessa Rauschenberger", written over a horizontal line.

Vanessa Rauschenberger



GOLD COAST TRANSIT DISTRICT

Investment Income

October 1 - December 31, 2025

	Money Market Account 1010610001	LAIF Account 1013000001	Special Funds Capital Reserve 1410200001	COP Lease Payment Fund 1410111001	COP Project Fund 1410221001	COP Reserve Fund 1410112001	SB 125 Capital Fund 1010510003	SB 125 Operating Fund 1010500003	Total
October 31, 2025 Interest, Dividends & Other Income	\$ 361.03	\$ -	\$ 7,873.82	\$ 110.74	\$ 1,038.38	\$ 1,597.76	\$ 4,795.26	\$ 27,757.93	\$ 43,534.92
November 30, 2025 Interest, Dividends & Other Income	458.50	-	7,873.82	111.74	1,047.71	10.19	3,944.39	25,987.76	39,434.11
December 31, 2025 Interest, Dividends & Other Income	281.00	-	-	103.96	974.74	17,076.93	3,492.15	23,513.81	45,442.59
Total	\$ 1,100.53	\$ -	\$ 15,747.64	\$ 326.44	\$ 3,060.83	\$ 18,684.88	\$ 12,231.80	\$ 77,259.50	\$ 128,411.62



Item #8

DATE Wednesday, February 4th, 2026

TO GCTD Board of Directors

FROM Austin Novstrup, Planning Manager
Robbie Lucio, Mobility Management Coordinator

SUBJECT Fixed-Route & Flexible Services Quarterly Update

I. EXECUTIVE SUMMARY

This quarterly report covers the 2nd Quarter (October 1 through December 31) of Fiscal Year 2025-26. This report includes a summary of performance and operating statistics for both fixed-route and Demand Response Flexible services.

II. FIXED-ROUTE DATA

Ridership for the second quarter of FY 2025-26 decreased by 5.8% compared to the same period last year. This drop in ridership continues a trend that began in early 2025. The sustained decrease in ridership follows the long rebound that brought total ridership back to—and in some cases above—pre-pandemic levels. Despite this ongoing trend, total ridership remains above the 25-year historical average. On-time performance improved by 2.4% during this period despite road work that caused a significant detour on the County's busiest transit corridor, affecting routes 6, 10, and 21.

2nd Quarter FY 25-26 Systemwide Ridership & Performance

	2nd Qtr FY 2025-26	2nd Qtr FY 2024-25	Difference	% Change
Fixed-Route Ridership				
Total System Boardings	853,964	908,838	-54,874	-6.0%
Average Daily Passengers Weekdays	11,220	11,793	-573	-4.9%
Average Daily Passengers Saturdays	5,695	6,191	-496	-8.0%
Average Daily Passengers Sundays	5,280	5,540	-260	-4.7%
Wheelchair Boardings	9,784	6,271	3,513	56.0%
Bicycle Boardings	17,989	19,454	-1,465	-7.5%
Performance Measures				
Passengers Per Revenue Hour	19	20	-1.15	-5.8%
Fare Revenue Per Service Hour	\$22.28	\$23.28	\$(1.00)	-4.3%
Total Fare Revenue	\$1,018,183	\$1,066,129	\$(47,945)	-4.5%
On-Time Performance	82.0%	79.6%	Goal > 90%	
% Systemwide Boarding as Free Transfers	10.3%	12.2%	Goal < 20%	

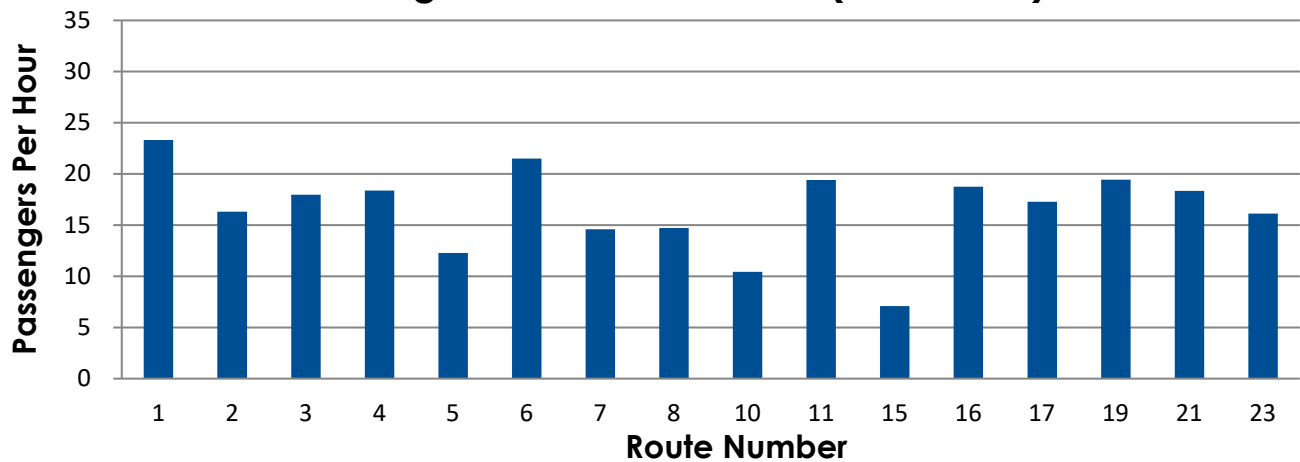
GOLD COAST TRANSIT DISTRICT

CITY OF OJAI | CITY OF OXNARD | CITY OF PORT HUENEME | CITY OF VENTURA | COUNTY OF VENTURA
1901 AUTO CENTER DRIVE, OXNARD, CA 93036-7966 | P 805.483.3959 | F 805.487.0925 | GCTD.ORG

2nd Quarter FY 25-26 Ridership by Route

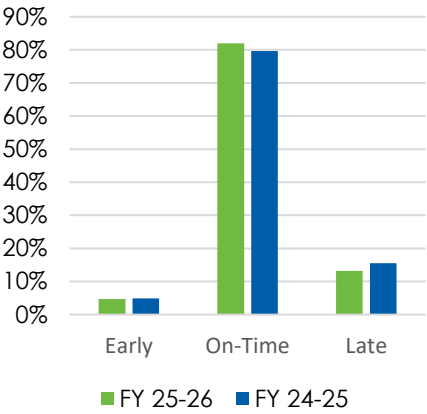
Route	Route Name	2nd Quarter FY 2025-26 Unlinked Passengers	2nd Quarter FY 2024-25 Unlinked Passengers	Change	% Change
1	Port Hueneme - Oxnard Transit Center	109,510	124,044	(14,534)	-12%
2	Colonia - Downtown Oxnard	17,551	17,958	(406)	-2%
3	J St - Centerpoint Mall - Lemonwood	29,761	32,567	(2,806)	-9%
4	North Oxnard - Ventura Rd - St. John's	75,226	79,025	(3,800)	-5%
5	Hemlock - Seabridge - Wooley	14,459	18,245	(3,787)	-21%
6	Oxnard - Ventura - Main St	205,132	218,637	(13,504)	-6%
7	Oxnard College - Centerpoint Mall	14,054	14,863	(810)	-5%
8	OTC- Oxnard College - Centerpoint Mall	24,011	21,852	2,159	10%
10	Pacific View Mall - Telegraph -Saticoy	21,510	25,392	(3,882)	-15%
11	Pacific View Mall - Telephone - Wells	63,617	62,169	1,448	2%
15	Esplanade - El Rio - St. John's	10,344	13,325	(2,981)	-22%
16	Downtown Ojai - Pacific View Mall	59,281	63,891	(4,610)	-7%
17	Esplanade - Oxnard College	46,536	46,344	192	0%
18	Trippers	23,203	20,177	3,025	15%
19	OTC- 5th St - Airport - Gonzales Rd	17,428	18,276	(848)	-5%
21	Port Hueneme - Ventura - Victoria Ave	74,648	82,630	(7,982)	-10%
23	Oxnard College - Naval Base - Esplanade	47,694	49,443	(1,749)	-4%
Total GCTD System		853,964	908,838	(54,874)	-6%

2nd Quarter FY 25-26 Passengers Per Revenue Hour (All Periods)

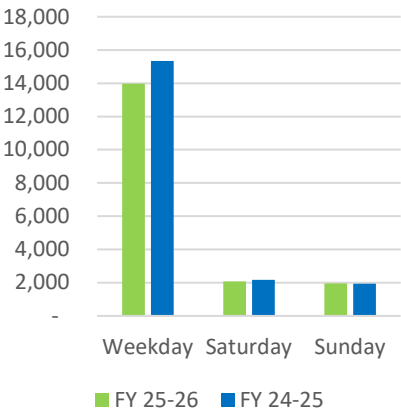


Notes: Route 18 (school trippers) not shown in graph. Trunk Route minimum standard greater than 20.
Local Route minimum standard greater than 15.

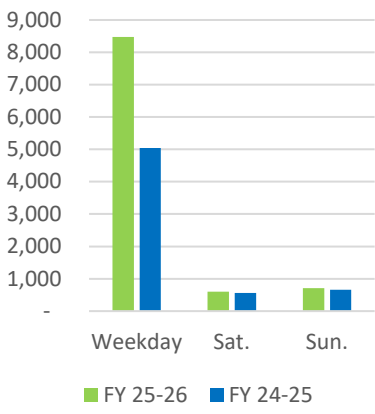
On-Time Performance
2nd Quarter



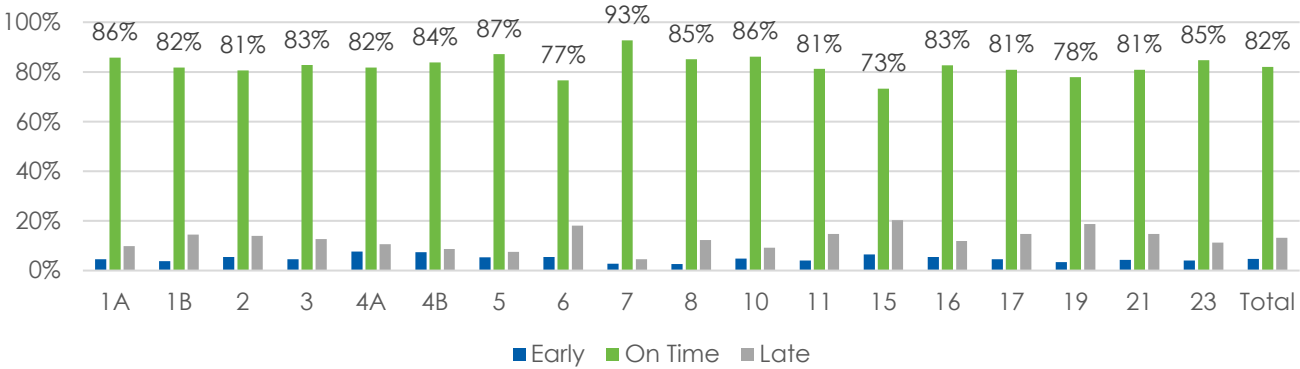
Bicycle Boardings
2nd Quarter



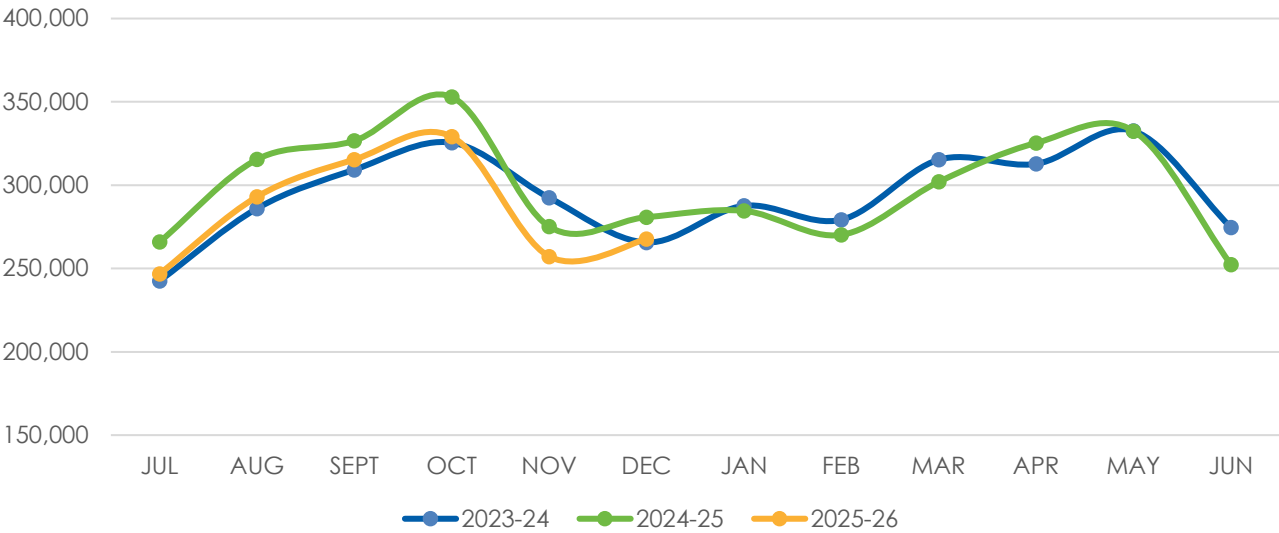
2nd Quarter
Wheelchair Boardings



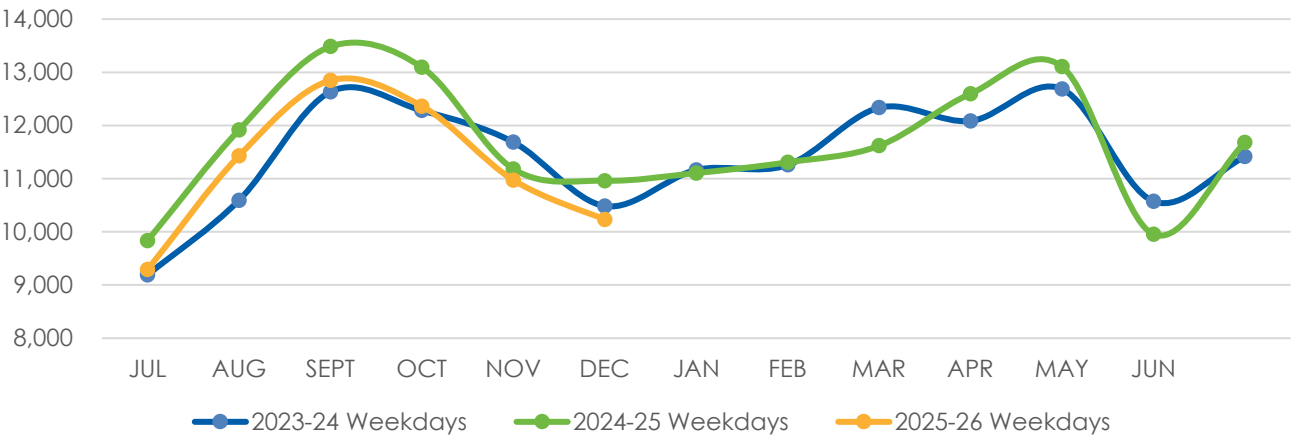
2nd Quarter Overtime Performance by Route



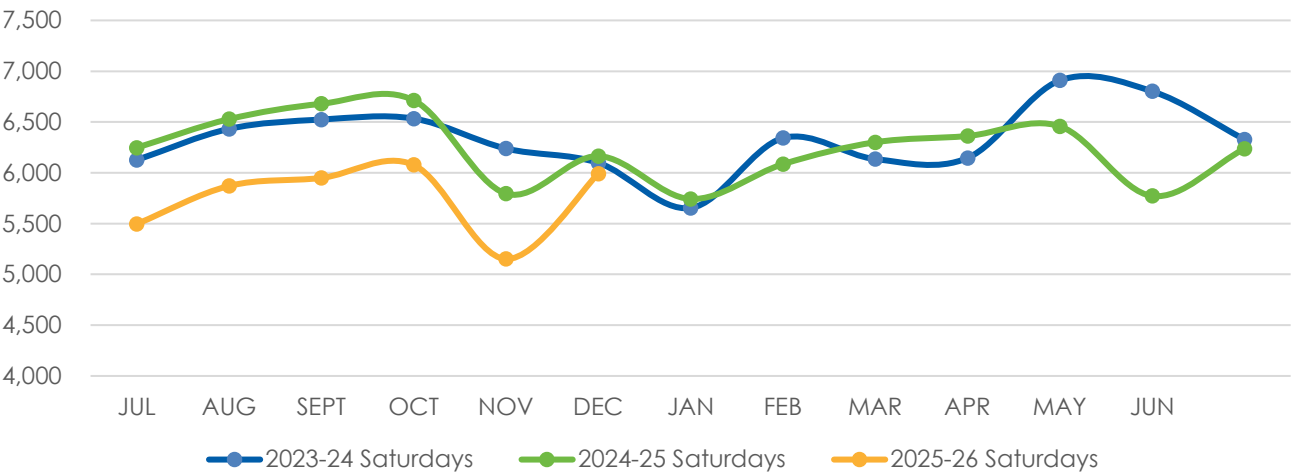
Monthly Fixed Route Ridership



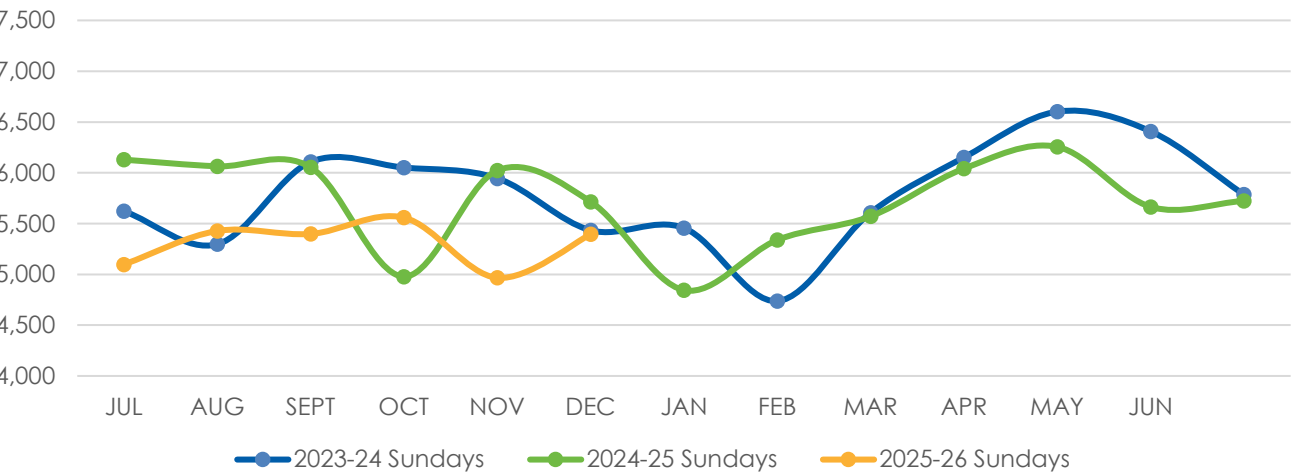
Average Weekday Boardings



Average Saturday Boardings



Average Sunday Boardings



2nd Quarter Complaints/Commendations by Type				
<i>Type</i>	<i>Issue</i>	<i>FY25-26 2nd Quarter</i>	<i>FY24-25 2nd Quarter</i>	<i>FY24-25 YTD</i>
Scheduling Operations	On-Time Performance	1	2	2
	Operator Conduct	33	13	62
	Driving Complaints	15	18	27
	Passed by	16	10	43
	Commendations	5	1	18
	Bus Stop Issues	9	2	18
Other	Other*	9	11	20
Totals		88	57	190

*Service suggestions, fare disputes, disturbances, bus did not show, or other system issues

III. FIXED-ROUTE SERVICE SUMMARY

In the second quarter of FY 25-26, ridership decreased by 5.8% over the second quarter of FY 24-25. This is the continuation of a trend that began in the third quarter of FY25. Ridership losses were observed on most routes, with three routes, routes 8, 11, and 18, seeing moderate increases. The most impacted routes continue to be Routes 1, 5, 10, and 15, which all recorded a 10% decrease, with Route 1 seeing over 14,000 fewer riders in the period. Consistent with previous data, ridership losses were more pronounced on weekdays than on weekends. It is likely that past reductions in weekend service frequencies on some routes are contributing to this trend.

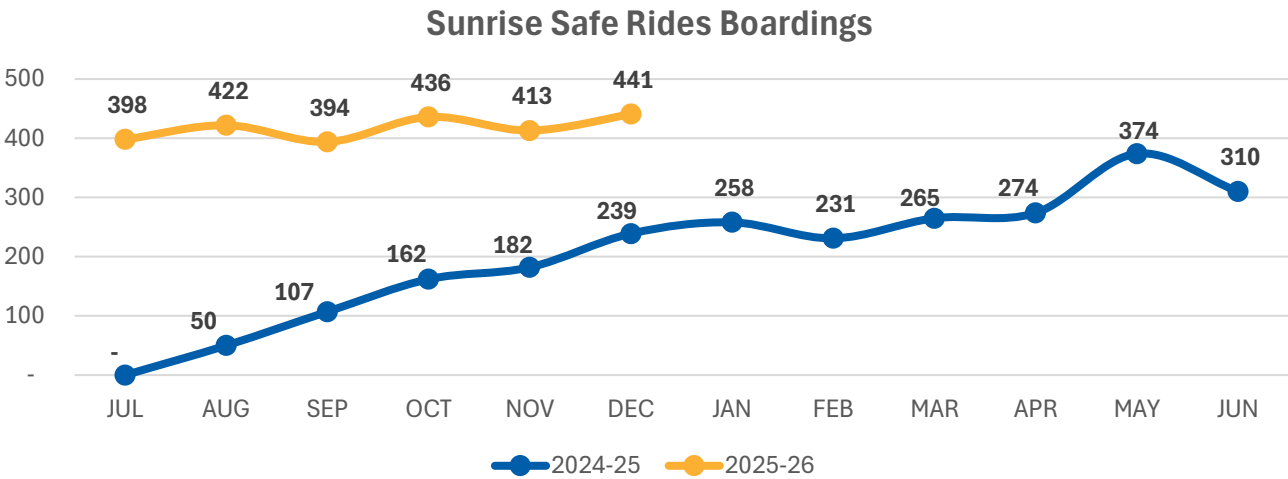
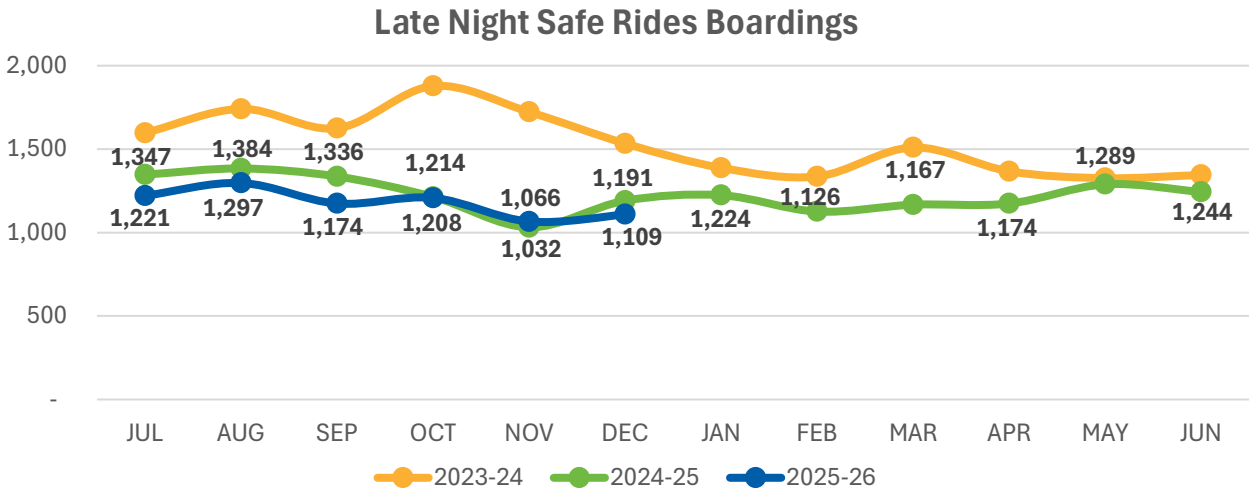
As previously reported, given the timing of the shift, the specific routes most affected, and the sharper decline in weekend ridership, it is likely that increased immigration enforcement activity within the GCTD service area has been a significant contributing factor. As a result of the overall decline, only half of the routes currently meet the established passenger-per-hour service standard. Nevertheless, total ridership remains consistent with long-term historical averages.

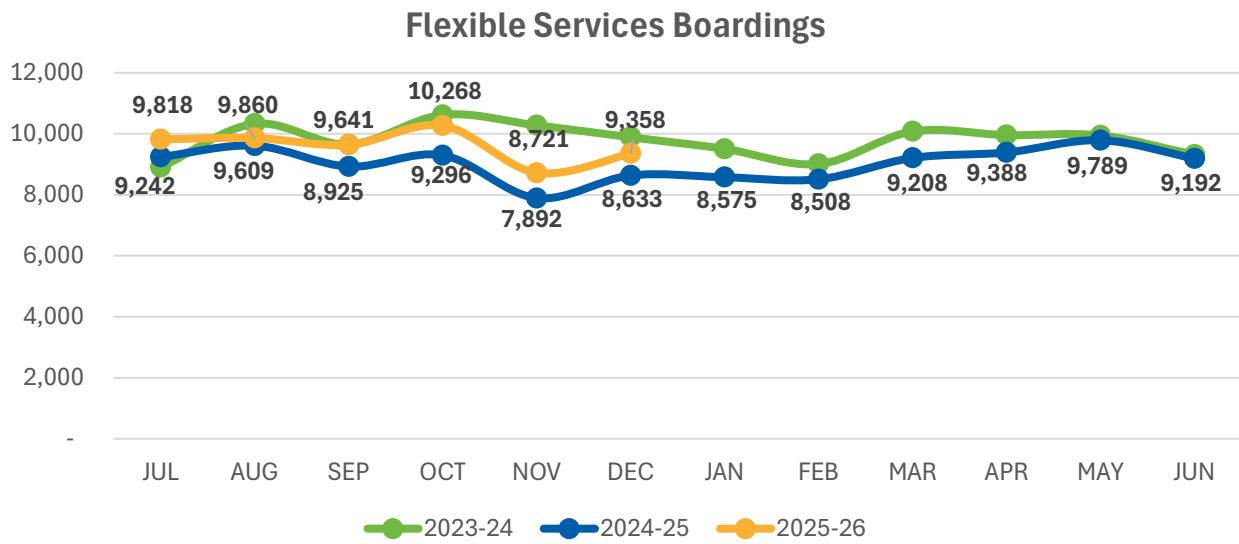
Systemwide on-time performance increased year over year from 79.6% to 82%. This improvement can be attributed to reduced traffic delays following the completion of major construction projects, schedule adjustments implemented over the past year, and the continued diligence of operations staff in maintaining schedule reliability. In addition, the recent reduction in ridership has alleviated previous concerns about bus crowding. Planning staff continue to monitor peak-period ridership and will recommend adjustments to tripper and booster services as needed to prevent overcrowding.

V. FLEXIBLE SERVICES DATA

GO ACCESS's flexible services include the federally mandated ADA paratransit service to complement Gold Coast Transit District's fixed route services. In addition, the flexible services provide service to seniors, 65 years of age and older, congregate transportation to Senior Nutrition meal sites, Health Zones, and other transportation options to assist with mobility in the community. The program helps

passengers preserve their independence through this advance-reservation demand response transportation, which studies show is essential to protecting the quality of life for mobility-impaired members of the community. These efforts are intended to improve the overall customer experience by presenting GCTD’s transportation network as an integrated system that helps our customers connect with people, places, and opportunities, one trip at a time.





2nd Quarter FY 2025-26 GO ACCESS Ridership & Performance

	2nd Qtr FY 2025-26	2nd Qtr FY 2024-25	Difference	% Change
Flexible Services Ridership				
Total System Boardings	28,347	25,825	+2,522	+9.8%
Average Daily Passengers Weekdays	362	334	+28	+8.4%
Average Daily Passengers Saturdays	210	175	+32	+18%
Average Daily Passengers Sundays	185	163	+22	+13.5%
Performance Measures				
Passengers Per Revenue Hour	2.01	1.98	+0.03	+1.5%
On-Time Performance (Arrive within the window)	87.9%	83.1%	+5	+5.8%
Early (Before the start of the pick-up window)	7.8%	5.5%	+2	+41.9%
Late (After the end of the pick-up window)	4.3%	11.4%	-7	-62.2%

2nd Quarter FY 2025-26 GO ACCESS Flexible Services Customer Feedback

Type	Issue	2nd Quarter Comments	2nd Quarter Verified Comments	YTD 2025-26 Verified Comments
Scheduling	Travel Time	5	1	3
	Schedules	9	6	11
Operations	Operator	7	0	7
	Dispatch	1	1	5
Other	Reservations	2	0	0
	Policies	2	0	6
	Commendations	1	1	2
Totals		27	13	34

IV. FLEXIBLE SERVICES SUMMARY

During the second quarter of FY 2025–26 (October–December), Flexible Services averaged more than 9,440 monthly boardings, representing a 9.8% increase compared to the same period in FY 2024–25, which averaged approximately 8,600 boardings. This growth indicates a positive start in the second quarter, as we generally see a decline in the winter months.

Flexible Services continue to serve a high proportion of riders with specialized transportation needs. ADA riders accounted for 32.1% (9,103 riders) of total Flexible Services boardings, while Seniors represented 44.7% (12,678 riders). Combined, these two groups make up 76.8% of all Flexible Services passengers, underscoring the program’s critical role in supporting mobility for individuals with disabilities and older adults. Additional ridership is supported through other specialized programs that collectively round out Flexible Services.

IX. RECOMMENDATION

IT IS RECOMMENDED that the GCTD Board of Directors receive and file this report.

This report is for information only.


General Manager’s Concurrence

Attachment A: 2nd Quarter FY 2025-26 Fixed-Route Service Evaluation
Attachment B: 2nd Quarter FY 2025-26 Flexible Services Evaluation

Fixed Route Service Evaluation Report FY 25-26 2nd Quarter

Ridership Measure: Passengers Per Revenue Hour						
Route #	Route Name	Service Type	Total Revenue Hours	Total Passengers	Passengers per Revenue Hour	Quartile
1	Port Hueneme - Oxnard Transit Center	Trunk	4,697	109,510	23	4
6	Oxnard - Ventura - Main St	Trunk	9,537	205,132	22	4
19	OTC- 5th St - Airport - Gonzales Rd	Local	896	17,428	19	4
11	Pacific View Mall - Telephone - Wells	Trunk	3,280	63,617	19	4
16	Downtown Ojai - Pacific View Mall	Trunk	3,164	59,281	19	3
4	North Oxnard - Ventura Rd - St. John's	Local	4,094	75,226	18	3
21	Port Hueneme - Ventura - Victoria Ave	Trunk	4,066	74,648	18	3
3	J St - Centerpoint Mall - Lemonwood	Local	1,657	29,761	18	3
17	Esplanade - Oxnard College	Trunk	2,691	46,536	17	2
2	Colonia - Downtown Oxnard	Local	1,076	17,551	16	2
23	Oxnard College - Naval Base - Esplanade	Trunk	2,957	47,694	16	2
8	OTC- Oxnard College - Centerpoint Mall	Local	1,631	24,011	15	2
7	Oxnard College - Centerpoint Mall	Local	964	14,054	15	1
5	Hemlock - Seabridge - Wooley	Local	1,176	14,459	12	1
10	Pacific View Mall - Telegraph - Saticoy	Trunk	2,059	21,510	10	1
15	Esplanade - El Rio - St. John's	Local	1,457	10,344	7	1

Excluded Routes

18	High School Trippers	Booster	292	23,203	79
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Systemwide Performance Target & Description		Passengers per Revenue Hour Target
Trunk	Routes that link 2 or more major or regional commercial and employment centers and travel on arterial roads or highways.	20
Local	Routes that connect residential areas to major commercial and employment centers and travel on both arterial and residential streets.	15

Economic Measure: Subsidy Per Passenger									
Route #	Service Type	Total Revenue Hours	Total Passengers	Systemwide Operating Cost Per Hour	Total Cost	Cost Per Passenger	Average Fare Per Passenger	Subsidy Per Passenger	Quartile
1	Trunk	4,697	109,510	\$ 166.20	\$ 780,669	\$ 7.13	\$1.12	\$ 6.01	4
6	Trunk	9,537	205,132	\$ 166.20	\$ 1,585,060	\$ 7.73	\$1.18	\$ 6.54	4
19	Local	896	17,428	\$ 166.20	\$ 148,915	\$ 8.54	\$1.24	\$ 7.30	4
11	Trunk	3,280	63,617	\$ 166.20	\$ 545,142	\$ 8.57	\$1.14	\$ 7.43	4
16	Trunk	3,164	59,281	\$ 166.20	\$ 525,835	\$ 8.87	\$1.26	\$ 7.62	3
21	Trunk	4,066	74,648	\$ 166.20	\$ 675,769	\$ 9.05	\$1.24	\$ 7.82	3
4	Local	4,094	75,226	\$ 166.20	\$ 680,478	\$ 9.05	\$1.14	\$ 7.91	3
3	Local	1,657	29,761	\$ 166.20	\$ 275,349	\$ 9.25	\$1.14	\$ 8.11	3
17	Trunk	2,691	46,536	\$ 166.20	\$ 447,278	\$ 9.61	\$1.26	\$ 8.35	2
23	Trunk	2,957	47,694	\$ 166.20	\$ 491,420	\$ 10.30	\$1.29	\$ 9.02	2
2	Local	1,076	17,551	\$ 166.20	\$ 178,864	\$ 10.19	\$1.15	\$ 9.05	2
8	Local	1,631	24,011	\$ 166.20	\$ 271,094	\$ 11.29	\$1.23	\$ 10.06	2
7	Local	964	14,054	\$ 166.20	\$ 160,228	\$ 11.40	\$1.14	\$ 10.26	1
5	Local	1,176	14,459	\$ 166.20	\$ 195,501	\$ 13.52	\$1.09	\$ 12.43	1
10	Trunk	2,059	21,510	\$ 166.20	\$ 342,211	\$ 15.91	\$1.25	\$ 14.66	1
15	Local	1,457	10,344	\$ 166.20	\$ 242,190	\$ 23.41	\$1.11	\$ 22.30	1

Excluded Routes

18	High School Trippers	292	23,203	\$ 166.20	\$ 48,539	\$ 2.09	\$ 1.379	\$ 0.71	
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Attachment B: Flexible Services Performance Evaluation FY 25-26 2nd Quarter

GOLD COAST TRANSIT DISTRICT FLEXIBLE SERVICES

	ALL SERVICES			FY 2026	FY 2025	
	AVERAGE	AVERAGE	AVERAGE			
	WEEKDAY	SATURDAY	SUNDAY	MONTHLY	MONTHLY	COST/
	BOARDINGS	BOARDINGS	BOARDINGS	BOARDINGS	BOARDINGS	TRIP
October	378	201	191	10,268	9,296	\$ 50.22
November	359	201	176	8,721	7,892	\$ 52.17
December	349	229	188	9,358	8,633	\$ 51.40

2nd QTR BOARDINGS:

28,347

25,821

SERVICE REQUIRED TO BE PROVIDED UNDER FTA REGULATIONS

Eligibility: Certification of mobility disability. Service started July, 1996

ADA	% of TTL	Pass/VSH	% Change from prior FY	QTR 2 FY 2026 BOARDINGS	QTR 2 FY 2025 BOARDINGS	OTP
	32%	2.04	21%	9,103	7,549	88%

SERVICE AVAILABLE TO SENIORS/DISABLED NOT REQUIRED TO BE PROVIDED

Eligibility: 62+; no fare transportation to the nearest congregate meal site. Service started October, 1999

SENIOR NUTRITION PROGRAM	% of TTL	Pass/VSH	% Change from prior FY	QTR 2 FY 2026 BOARDINGS	QTR 2 FY 2025 BOARDINGS	OTP
	2.3%	2.70	9%	647	591	90%

Eligibility: 65+. Service started October, 1999

SENIORS	% of TTL	Pass/VSH	% Change from prior FY	QTR 2 FY 2026 BOARDINGS	QTR 2 FY 2025 BOARDINGS	OTP
	44.7%	2.08	8%	12,678	11,764	87%

Eligibility: ADA or 65+; CAMARILLO transfers started October 1999. SP DAR in 2001, TO in 2002

TRANSFERS	% of TTL	Pass/VSH	% Change from prior FY	QTR 2 FY 2026 BOARDINGS	QTR 2 FY 2025 BOARDINGS	OTP
	0.2%	1.33	-30%	56	80	80%

Eligibility: ADA or 65+; Started in 2018

CAMARILLO DIRECT CONNECT	% of TTL	Pass/VSH	% Change from prior FY	QTR 2 FY 2026 BOARDINGS	QTR 2 FY 2025 BOARDINGS	OTP
	3.8%	1.04	1%	1,083	1,075	88%

SERVICE AVAILABLE TO GENERAL PUBLIC NOT REQUIRED TO BE PROVIDED

Eligibility: Temporary medical or mobility impairment; No age restriction; Started in 2013

HEALTH ZONES	% of TTL	Pass/VSH	% Change from prior FY	QTR 2 FY 2026 BOARDINGS	QTR 2 FY 2025 BOARDINGS	OTP
	0.4%	1.69	-67%	107	325	86%

Eligibility: Must be at least 16 to ride without adult. Started in 2021

LATE NIGHT SAFE RIDES	% of TTL	Pass/VSH	% Change from prior FY	QTR 2 FY 2026 BOARDINGS	QTR 2 FY 2025 BOARDINGS	OTP
	11.9%	2.11	-2%	3,383	3,437	89%

Eligibility: Must be at least 16 to ride without adult. Started in 2023

SUNRISE SAFE RIDES	% of TTL	Pass/VSH	% Change from prior FY	QTR 2 FY 2026 BOARDINGS	QTR 2 FY 2025 BOARDINGS	OTP
	4.6%	2.17	121%	1,290	583	88%

Note: Pilot started July 2024.



DATE: February 4, 2026

Item #9

TO: Board of Directors

FROM: Tanya Hawk 
Inventory/Asset Management Coordinator

SUBJECT: Consider Award of Contract to Coastal Occupational Medical Group for Drug And Alcohol Analysis Services

I. EXECUTIVE SUMMARY

A competitive bid process for Drug and Alcohol Analysis Services began with the issuance of Request for Proposal (RFP) 25-08 on June 18, 2025, for Drug and Alcohol Analysis. GCTD utilizes these services in order to comply with GCTD's FTA Drug and Alcohol Policy, which incorporates mandated federal and state requirements. The RFP was publicized on our website, and on OpenGov, the e-procurement cloud software GCTD utilizes for procurements. Two (2) proposals were received. All proposals were evaluated and considered responsive. An evaluation team independently evaluated and scored each proposal. At the conclusion of the evaluation process, Coastal Occupation Medical Group received the highest score overall. Their proposal is considered fair and reasonable based on adequate competition.

It is therefore recommended the Board of Directors authorize award of a contract to Coastal Occupational Medical Group (COMG) for Drug and Alcohol Analysis Services for a two-year base period with an option to extend to three one-year periods. The total not-to-exceed amount of \$96,000 for the two-year base period and \$48,000 for each of the three-option years, if exercised, for a grand total not-to-exceed \$240,000.

II. BACKGROUND

Staff began the competitive bid process with the issuance of Request for Proposal (RFP) 25-08 for Drug and Alcohol Analysis Services on June 18, 2025. The purpose of the RFP was to locate a qualified company that would perform Drug and Alcohol Analysis Services for Gold Coast Transit District. The selected company would have to be familiar with GCTD's Drug and Alcohol Policy, this would include testing on any GCTD employee, whether scheduled or random. This policy ensures compliance with applicable federal regulations governing workplace anti-drug programs in the transit industry and is vital in order to maintain a safe, healthful and productive work environment for all employees and general public.

These services must be provided 365 days per year (except for six holidays a year), 7 days a week from operating hours 3:30 am to 1:00 am. GCTD currently has 194 safety sensitive employees and 37 non-safety sensitive employees.

GCTD will need DOT and Non-DOT occupational medical services including pre-employment physicals, job functions analysis, and a complete range of alcohol and drug testing services.

GOLD COAST TRANSIT DISTRICT

Services include return to duty, reasonable suspicion, wellness and random and post-accident testing. Provider must be Certified Medical Review Officer (MRO) and must be registered with National Registry of Certified Medical.

The RFP was publicized on our website, and OpenGov, where thirteen (13) companies were notified and downloaded the RFP. Two (2) of those submitted a proposal.

The RFP required each company to submit general background, qualifications and experience and records of past experience, references and information regarding companies' integrity

The following companies submitted a response by July 23,2025 deadline:

- Coastal Occupational Medical Group (COMG)
- Statcare Urgent & Walk-in Medical Care

All responses were evaluated and considered to be responsive. The regulations require selection of the "most highly qualified" company without consideration of price. An evaluation committee consisting of four (4) GCTD employees (Alex Zaretsky, Christine Feng, Ana Prez and Chiharu Endo-Lee) evaluated the two (2) submissions. Separately, each committee member evaluated and scored the submissions using the evaluation criteria identified in the RFP and listed below in their relative order of importance:

- Qualifications and Experience (*worth 40 points*)
- Records of Past Experience (*worth 30 points*)
- Cost (*worth 30 points*)

COMG received the highest score overall among all four (4) evaluators and because of this and the fact COMG is the incumbent, staff determined that interviews were not necessary and concluded the evaluation process, GCTD confirmed that COMG was not listed in the excluded parties' list system, nor are there any complaints filed with the Better Business Bureau. COMG has provided excellent services for many years, while under contract with GCTD and staff has no issues with continuing this partnership. As a result, COMG was determined to be a responsive, responsible firm capable of meeting GCTD's requirements.

A price analysis was conducted on COMG's proposed rates. The following are the proposed rates per service for GCTD'S Drug and Alcohol Analysis that were submitted by the two (2) companies for a two (2) year base period.

	COMG	STATCARE
Description	Rates	Rates
Pre-Employment (Yearly Testing Approximately)	\$120.00	\$115.00
Post-Accident (Yearly Testing Approximately)	\$120.00	\$115.00
Randoms (Monthly Testing Approximately 8-14)	\$120.00	\$115.00
Reasonable Suspicion (Yearly Testing Approximately 1-2)	\$120.00	\$115.00
Return to Duty (Yearly Testing Approximately 1-6)	\$120.00	\$115.00
PHYDOT/FTA Medical Examinations (License Renewals) (Yearly Testing Approximately)	\$120.00	\$155.00
PHY: Physical Examination - Pre-Placement Job function analysis (Job function analysis on file) (Yearly Testing Approximately 10-15)	\$100.00	\$250.00

Return to Work Medical History (employee long term leave) (Yearly Testing Approximately 10-15)	\$85.00	\$250.00
Medical Re-certifications (Yearly Testing Approximately)	\$120.00	\$155.00
NON- DOT Pre-Employment (All other employees non-Safety Sensitive) (See Scope of Work) (Yearly Testing Approximately 1-6)	\$75.00	\$365.00
NON- DOT Pre Employment Drug and Alcohol Testing (Completed at initial WC exam) (See Scope of Work) (Yearly Testing Approximately 1-10)	\$95.00	\$115.00
PHY: Physical Examination - Pre-Placement Job function analysis on file (Yearly Testing Approximately 1-5)	\$100.00	\$250.00
Return to Work Phys/History (employee long term leave) (Yearly Testing Approximately 1-10)	\$85.00	\$250.00
Industrial Injury (Scope of Work) (Yearly Testing Approximately 1-4)	Per WC Fee Schedule	\$300.00
Employee Wellness Programs (Scope of Work) (Safety Sensitive)	No cost when conducted during onsite health fair	\$250.00
Prescription Drug and over the counter Medication review (Monthly Testing Approximately 1-5)	Per WC Fee Schedule	\$250.00
Sleep Apnea Testing (As needed) (Monthly Testing Approximately 1-5) (Yearly Testing Approximately 1-4)	Refer to PCP	\$300.00
Hepatitis B Vaccination (only requested by employees) (Monthly Testing Approximately 1-5)	\$110.00	\$220.00
Influenza Virus Vaccine (See Scope of Work) (Yearly Testing Approximately 90-100)	\$40.00	\$75.00

COMG rates overall are lower than Statcare's. Also, COMG current contract rates are \$35-\$110 depending on the service they provide to our agency, therefore, their proposed rates have not increase much from current rates. Based on the rates submitted by all companies and experience and knowledge of members of the Selection Committee, COMG's rates are determined to be fair and reasonable and in line with those generally charged in this area for services similar to those being bid in the company's proposal. Therefore, COMG's is determined to be a responsive, responsible company capable of meeting GCTD's requirements.

III. RECOMMENDATION

It is therefore recommended the Board of Directors authorize award of a contract to Coastal Occupational Medical Group (COMG) for Drug and Alcohol Analysis Services for a two-year base period with an option to extend to three one-year periods. The total not-to-exceed amount of \$96,000 for the two-year base period and \$48,000 for each of the three-option years, if exercised, for a grand total not-to-exceed \$240,000.

GENERAL MANAGER'S CONCURRENCE



Vanessa Rauschenberger
General Manager



Item #10

Date: February 4, 2026

To: Board of Directors

From: Tanya Hawk
Inventory/Asset Management Coordinator

Subject: **Consider Award of Contract to Commune Communication for On-Call Marketing and Communications Services**

I. EXECUTIVE SUMMARY

A competitive bidding process for On-Call Marketing and Communications Services commenced with the release of Information for Bid Best Value (IFBBV) 25-11 on August 14, 2025. The objective of this solicitation was to identify a qualified firm to provide marketing and communication support on an as-needed basis. The contract includes a two-year base term with three optional one-year extensions. The IFBBV was advertised on GCTD's website and through OpenGov, the e-procurement platform used for our procurements. A total of nine proposals were submitted, all of which were deemed responsive. Each proposal was independently reviewed and scored by an evaluation team. Following the evaluation process, Commune Communication achieved the highest overall score. Their proposal was determined to be fair and reasonable based on adequate competition.

It is recommended the Board of Directors consider authorizing the General Manager to award a Contract to Commune Communication for On-Call Marketing Services for a two-year base period and three one-year option periods for a total not-to-exceed amount of \$100,000 for the two-year base period and \$50,000 for each of the three-option year, if exercised, for a grand total not-to-exceed \$250,000.

II. BACKGROUND

On August 14, 2025, Gold Coast Transit District (GCTD) initiated a competitive procurement process by issuing Information for Bid Best Value (IFBBV) No. 25-11 for On-Call Marketing and Communications Services. The primary objective of this solicitation was to identify and contract with a qualified marketing and communications firm capable of providing comprehensive, on-demand support to GCTD across multiple functional areas. This initiative reflects GCTD's commitment to maintaining effective public engagement, promoting transit services, and ensuring timely and accurate dissemination of information to the community.

The selected firm will be responsible for delivering a broad range of On-Call Marketing and Communications Services designed to enhance GCTD's visibility and strengthen its relationship with riders, and the general public. Key service areas include:

GOLD COAST TRANSIT DISTRICT

- **Transit Advertising Program Management**
Oversee and administer advertising opportunities on GCTD vehicles and facilities, including negotiating, preparing, and finalizing advertising contracts with external partners.
- **Public and Media Relations**
Coordinate press interviews, draft media releases, and serve as a liaison between GCTD and media outlets to ensure accurate and timely coverage of agency initiatives.
- **Website Maintenance and Content Updates**
Maintain and update GCTD's website by posting revised or new documents, ensuring compliance with accessibility standards, and supporting staff directives for timely content changes.
- **Social Media Coordination**
Develop and implement strategies to engage audiences across social media platforms, monitor interactions, and respond to inquiries in alignment with GCTD's communication policies.
- **Event Planning and Logistics**
Facilitate all aspects of event coordination, including guest lists, vendor management, invitations, speaker arrangements, promotional materials, and giveaways to ensure successful execution of public-facing events.
- **General Project Coordination**
Provide ongoing support for special projects, including assisting with the development, printing, and distribution of GCTD's Bus Book and making schedule edits as required.

The firm selected through IFBBV 25-11 had to demonstrate the ability to deliver services with efficiency, accuracy, and creativity. This includes a proven track record in managing complex marketing campaigns, strong organizational skills for event planning, and expertise in digital communications. The contractor will be expected to work collaboratively with GCTD staff, respond promptly to requests, and maintain high standards of professionalism in all interactions.

Proposals were received from the following firms by the September 17, 2025, submission deadline:

- Commune Communication
- Coverly Professional Services
- DCR Design LLC
- Moburst US. INC
- Nine27 LLC
- Pastilla
- RSCA Corporation
- Strategies 360
- We The Creative

All submitted proposals were reviewed and determined to be responsive. In accordance with procurement regulations, the selection process required identifying the "most highly qualified" firm. An evaluation committee comprised of three GCTD employees conducted a thorough review of all nine submissions. Each committee member independently evaluated and scored the proposals based on the evaluation criteria outlined in the IFBBV, listed below in order of relative importance:

- Transit Advertising Programs (*worth 20 points*)
- Public/Media Relations (*worth 15 points*)
- Website Maintenance and Social Media Coordination (*worth 20 points*)
- Event Planning (*worth 15 points*)
- General Project Coordination (*worth 20 points*)
- Cost (*worth 10 points*)

Following the evaluation process, the four highest-ranked firms were invited to present to the Selection Panel. Subsequently, Patilla and We the Creative chose to withdraw their proposals. The presentations were conducted on November 12 and 13, 2025. Each firm was allotted approximately one hour to deliver its presentation. The final selection was based on both the presentation content and the interview.

Total possible points from all 3 evaluators: 100 for Technical and 100 for Interview

The results of the evaluations are as follows:

Firm	Technical/ Price score	Technical/ Price Standing	Interview Score	Interview Standing
Commune Communication	84.67	2	91.33	1
Coverly Professional Services	82.67	4	76.97	2
DCR Design LLC	77.67	5		
Moburst US. INC	68.33	8		
Nine27 LLC	70.67	7		
Patilla (withdrew bid)	85.33	1	withdrew	
RSCA Corporation	70.67	7		
Strategies 360	74.67	6		
We The Creative (withdrew bid)	82.33	3	withdrew	

Evaluation forms, which outlined the selection criteria and provided space for scoring each firm's presentation, were completed independently by each panel member. After all presentations were concluded, the panel convened to review and discuss the overall results.

An analysis was conducted on the proposed rates submitted by Commune Communication. The hourly rates per service for GCTD's On-Call Marketing and Communications, was \$150 per hour for all services for the two highest ranking firms. Based on the pricing and evaluation, Commune's proposal was determined to provide the best value for the services offered.

After reviewing all submitted rates and considering the professional experience and expertise of the Selection Committee, Commune Communication's rates were determined to be fair and reasonable. These rates are consistent with those typically charged in this region for comparable professional services and related expenses.

Commune Communication			Coverly Professional Services, Inc.		
	Description	Hourly Rate		Description	Hourly Rate
Labor Category	Transit Advertising	\$150.00	Labor Category	All Marketing	\$150.00
Labor Category	Public/Media Relations	\$150.00	Labor Category	All Marketing	\$150.00
Labor Category	Website Maintenance	\$150.00	Labor Category	All Marketing	\$150.00
Labor Category	Event Planning	\$150.00	Labor Category	All Marketing	\$150.00
Labor Category	General Project Coordination	\$150.00	Labor Category	All Marketing	\$150.00

Commune Communication has demonstrated itself as a responsive and reliable firm, fully capable of fulfilling GCTD's requirements.

Staff will ensure proposed pricing for the option years is fair and reasonable prior to exercising the option, by checking against the Consumer Price Index (CPI).

A responsibility determination was conducted on Commune Communication. Staff confirmed that Commune Communication is not listed in the System for Award Management (SAM) and that there were no complaints filed with the Better Business Bureau (BBB). Additionally, client references provided by Commune Communication were contacted, and no negative feedback was reported.

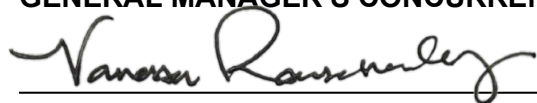
Based on these findings, Commune Communication has been determined to be a responsive and responsible bidder. Furthermore, their proposed prices are considered fair and reasonable, supported by evidence of adequate price competition.

I. SUMMARY & RECOMMENDED ACTION

Gold Coast Transit District issued a Request for Proposal to identify the most qualified firm to provide On-Call Marketing and Communications services. Following a comprehensive evaluation process, Commune Communication achieved the Best Value overall. The firm has been deemed a responsive and responsible bidder, and its proposal is considered fair and reasonable.

It is recommended the Board of Directors consider authorizing the General Manager to award of a contract to Commune Communication for On-Call Marketing Services for a two-year base period and three one-year option periods for a total not-to-exceed amount of \$100,000 for the two-year base period and \$50,000 for each of the three-option year, if exercised, for a grand total not-to-exceed \$250,000.

GENERAL MANAGER'S CONCURRENCE



Vanessa Rauschenberger
General Manager



Item #11

DATE February 4, 2026

TO GCTD Board of Directors

FROM Alex Zaretsky, Director of Human Resources

SUBJECT **Annual Recertification Gold Coast Transit District's Public Transportation Agency Safety Plan (PTASP) Resolution No. #2025-05**

SUMMARY

Last year, Gold Coast Transit District's Board of Directors recertified the Federal Transit Administration (FTA) required Public Transportation Agency Safety Plan (PTASP).

In accordance with the Public Transportation Agency Plan (PTASP) the Final Rule requires all agencies that receive FTA's Urbanized Area Formula Grants to set safety performance targets in a Safety Plan that is reviewed and recertified every year.

This report provides a report on safety performance data and benchmarks from the last year, and it is recommended that the Board Consider Recertification of the PTASP safety targets, with no changes from the targets established last year.

The Safety Performance Measures with definitions and specific subcategories:

The data compares the safety targets from last year to this year's actuals by fiscal year.

1. **Major Events-Safety Events**: total number of reportable events /and rate per total vehicle revenue miles. This includes all safety and security / major events as defined by the NTD, any accident, incident or occurrences, e.g., collisions, fires (suppressions), hazardous material spills, pedestrian collisions and vehicle collisions, other safety events other than immediate transport on medical attention.
2. **Fatalities**: total number of reportable fatalities / and rate per total vehicle revenue miles. A death due to a collision, fire, hazardous material spill, acts of god, or transit worker fatality.
3. **Injuries**: total number of reportable injuries /and rate per total vehicle revenue miles). Any damage or harm to persons that require immediate medical attention away from the scene. Transit Worker Injury Rate / VRM , Assaults on Transit Workers / VRM.
4. **System Reliability**: Major mechanical system failures, e.g., breakdown of brakes, engine cooling. The mean distance between major mechanical failures.

GOLD COAST TRANSIT DISTRICT

Recertification of GCTD's Safety Targets for FY 2026 (no changes recommended at this time)

Safety Performance Targets							
<i>Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.</i>							
Mode of Transit Service	Fatalities	Injuries	Major Safety Events	System Reliability /Failures per 100k VRM	Fatalities Rate per 100 k VRM	Injuries Rate per 100k VRM	Safety Events Rate per 100k VRM
<u>Fixed Route</u>	0	4	10	27,160	0	.27	.22
<u>Demand Response</u>	0	1	2	51,439	0	.32	.22

Actual Data from July 1, 2024, to June 30, 2025 (the subcategories are included):

The data from the actual events are compared to last fiscal year and to the performance targets, show an overall decrease in safety reportable events. The decrease is suitable for GCTD and is primarily based on high focus on value-added safety training. One target area that was not met was system reliability due to aging fleet vehicles. It is anticipated these issues will improve as the new bus replacements are placed into service.

1. **Major Events / Collisions:** The total number of reportable events and the rate per total vehicle revenue miles. In this category, GCTD achieved its goal of being below the performance target (bus accidents), with just two major events on the fixed route and one on-demand response. Well below our target of ten and two, respectively.

Mode of Transit Service	Major Events	Major Events / VRM	Collision Rate / VRM	Pedestrian Collision / VRM	Vehicle's Collision / VRM
Fixed Route	2	.10	.10	0	.10
Demand Response	1	.12	.12	0	.12
<u>Targets Fixed</u>	10	.22	0	0	0
<u>Targets DR</u>	2	.22	0	0	0

2. **Fatalities:** Total number of reportable fatalities / and rate per total vehicle revenue miles. In this category, GCTD recorded zero fatalities, consistently meeting the target.

Mode of Transit Service	Fatalities	Fatality VRM	Fatality Transit Worker	Fatality Transit Worker / VRM
Fixed Route	0	0	0	0
Demand Response	0	0	0	0
<u>Targets Fixed</u>	0	0	0	0
<u>Targets DR</u>	0	0	0	0

3. Injuries / Transit Workers: Total number of reportable injuries /and rate per total vehicle revenue miles). For this category, GCTD reported three verbal assaults to our operators, with no physical assaults. One employee was transported by ambulance from an accident. GCTD achieved its goal of being below the performance target.

Mode of Transit Service	Injuries	Injury Rate VRM	Transit Worker Injury / VRM	Assault on Transit Workers	Assault on Transit Workers / VRM
Fixed Route	3	.16	0	3	.16
Demand Response	1	.12	0	0	0
<u>Targets Fixed</u>	4	.27	0	0	0
<u>Targets DR</u>	1	.32	0	0	0

4. System Reliability: Mean distance between major mechanical failures. In this category, GCTD did not meet the performance targets, mainly due to an aging fleet, repairs to demand-response vehicles, catalytic converter issues, and farebox breakdowns. GCTD is working at replacing its aging fleet with a newer fleet to address these issues.

Mode of Transit Service	System Reliability VRM /Failures
Fixed Route	18,255
Demand Response	31,121
<u>Targets Fixed</u>	27,160
<u>Targets DR</u>	51,439

Database Collection (PTASP Documentation)

GCTD uses Track-it Manager, a transit-specific software database, to assist in PTASP documentation. All PTASP records are in a single, easy-to-search cloud platform. Reports on Accident Management, Hazard, and Incident Tracking are easy to complete. All pertinent information related to a report, whether it is an accident or a safety hazard, is readily available. The database is populated by Transit Supervisors and the Safety and Training Supervisors and reviewed by the safety committee and the PTASP staff, and then reported to the NTD (National Transit Database).

Safety and Security Review Committee (SRC)

The SRC comprises senior and management personnel, or their designees, and frontline employees. The SRC discusses ongoing safety and security concerns; it meets quarterly to review current concerns, identify root causes, and, with the team and the agency's executive leadership, resolve and approve mitigation measures.

Plan Updates Made

Each transit agency (entity) must review its program and policy for the annual recertification.

Last year, a full policy update was completed and approved by the Board.


This year, the only changes made to the PTASP Policy and Injury and Illness Prevention Policy were updating the Organizational Chart. Both policies are otherwise compliant with no changes required.

RECOMMENDATION

This report has the following action items for the Board of Directors.

Consider approval of Resolution 2025-05 GCTD's annual recertification of the PTASP targets (no changes to targets) and receive and file safety performance data.

GENERAL MANAGER'S CONCURRENCE

A handwritten signature in black ink, reading "Vanessa Rauschenberger", is written over a horizontal line.

Vanessa Rauschenberger
General Manager

**RESOLUTION No. 2025-05
Annual Re-Certification
Gold Coast Transit District
Public Transportation Agency Safety Plan**

WHEREAS, Gold Coast Transit District had in effect a Resolution providing Gold Coast Transit District with a Public Transportation Agency Safety Plan on June 3, 2020, Resolution **2020-04**, and the Annual Recertifications, **2021-06, 2022-11, 2023-08, 2024-10**

WHEREAS, on July 19, 2018, the Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule, which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS).

WHEREAS, the rule applies to all operators of public transportation systems that are recipients and sub-recipients of federal financial assistance under the Urbanized Area Formula Program (49 U.S.C. § 5307). The plan must include safety performance targets. Transit operators must also certify that they have a safety plan in place that meets the rule's requirements by December 31, 2020. The certification must be updated and approved by the transit agency annually.

NOW, THEREFORE, BE IT RESOLVED, on February 4, 2026, at the Board of Directors meeting, Gold Coast Transit District's Accountable Executive Vanessa Rauschenberger, along with the Board of Directors and Chair for GCTD, approve for recertification the District's Public Transportation Agency Safety Plan, the data, and Safety Management System Plan (SMS).

ADOPTED AND APPROVED RESOLUTION -No. 2020-04, on the 3rd day of June 2020. / Version: 1.0
APPROVED AND RECERTIFIED -No. 2021-06, on the 1st Day of September 2021. / Version: 2.0
APPROVED AND RECERTIFIED -No. 2022-11, on the 7th Day of December 2022. / Version: 3.0
APPROVED AND RECERTIFIED -No. 2023-08, on the 4th Day of October 2023. / Version: 4.0
APPROVED AND RECERTIFIED -No. 2024-10 on the 6th Day of November 2024. / Version: 5.0
APPROVED AND RECERTIFIED -No. 2025-05 on the 4th Day of February 2026. / Version: 6.0 (Note: 2025 PTASP approval delayed due to lack of quorum at December 2025 Board Meeting.)

CHAIR OF THE BOARD OF DIRECTORS FOR GOLD COAST TRANSIT DISTRICT

Rachel Lang, Chair of the Board of Directors

ATTEST: I hereby certify that the foregoing Resolution No. 2025-05 was duly approved by the Board of Directors of Gold Coast Transit District at a regular meeting held on the 4th day of February 2026.

GENERAL MANAGER'S CONCURRENCE

Vanessa Rauschenberger, General Manager



Item #12

DATE February 4, 2026
TO GCTD Board of Directors
FROM Vanessa Rauschenberger, General Manager *VR*
SUBJECT Consider Election of Board Officers for 2026

1. Executive Summary

Annually the Board of Directors elects a Chair and Vice Chair as defined in Section 1.1(a) of the District Bylaws. The Bylaws dictate that the election is to be held at the first meeting in December of each calendar year, with the new Chair and Vice Chair taking their positions at the first meeting in January of the following year.

2. Background

The Board officers for the past five(5) years are listed below:

2021 – Chair Randy Haney, City of Ojai – Vice Chair Bryan MacDonald, City of Oxnard
2022 – Chair Bryan MacDonald, City of Oxnard – Vice Chair Matt LaVere, County of Ventura
2023 – Chair Matt LaVere, County of Ventura – Vice Chair Mike Johnson, City of Ventura
2024 – Chair Mike Johnson, City of Ventura - Vice Chair Martha McQueen-Legohn, City of Port Hueneme
2025 – Chair Martha McQueen-Legohn, City of Port Hueneme - Vice Chair Rachel Lang, City of Ojai

3. Recommendation

It is recommended that the Board of Directors elect from its members a Chair and Vice Chair for calendar year 2026.

GOLD COAST TRANSIT DISTRICT

CITY OF OJAI | CITY OF OXNARD | CITY OF PORT HUENEME | CITY OF VENTURA | COUNTY OF VENTURA
1901 AUTO CENTER DRIVE, OXNARD, CA 93036-7966 | P 805.483.3959 | F 805.487.0925 | GCTD.ORG



DATE February 4, 2026

Item #13

TO GCTD Board of Directors

FROM Vanessa Rauschenberger, General Manager^{VR}

SUBJECT Consider Approval of Board of Directors Meeting Schedule for 2026

1. Executive Summary

Regular meetings of the Gold Coast Transit District Board of Directors are held at 10:00 AM on the first Wednesday of each month. These meetings are held in person at GCTD's Administration Office at 1901 Auto Center Drive, in Oxnard, CA. A remote option (hybrid) meeting is also available to the public and the Board in cases permitted under state law.

The Board meeting schedule has been amended in the past to accommodate holidays, and special events such as the California League of Cities Annual Meeting, American Public Transportation Association (APTA) conferences and other industry conferences.

- CalAct Spring Conference - April 13 - 16, 2026, Pechanga Resort, Temecula - **no conflict**
- SCAG Regional Conference - May 7-8, 2026, Palm Desert, CA - **no conflict**
- APTA TRANSform Conference - October 4 - 7, 2026 in Chicago, IL - **conflict**
- California Transit Association Annual Conference - October 28 - 30, 2026 in Monterey, CA - **no conflict**
- League of CA Cities Conference - November 16 - 18, 2026 in San Francisco, CA - **no conflict**

Please review the dates below and let me know if any adjustments to the proposed Board of Directors Meeting Schedule for 2026 as listed below are needed.

January 7 - *no meeting*
February 4
March 4
April 1

May 6
June 3
July 1
August – **Dark**

September 2
October 7 - **tentative**
November 4
December 2
January 6, 2027

2. Recommendation

It is recommended that the Board of Directors consider, amend if necessary, and approve the proposed monthly Board meeting schedule for calendar year 2026.

GOLD COAST TRANSIT DISTRICT



Item #14

DATE February 4, 2026

TO GCTD Board of Directors

FROM Alex Zaretsky, Director of Human Resources
Maylee Murillo, Human Resources Coordinator
Vanessa Rauschenberger, General Manager

SUBJECT **Consider Adoption of Resolution 2026-01 Approving Memorandum of Understanding (MOU) between Gold Coast Transit District and Teamsters Local 186 Dispatcher/ Reservation Unit 2026-2028**

I. EXECUTIVE SUMMARY

In September 2024, Gold Coast Transit District (GCTD) transitioned GO ACCESS paratransit and demand response services from a contracted model to a directly operated program. Early last year, the Teamsters petitioned to represent the GO ACCESS paratransit and demand response Dispatcher/Reservationists, currently an eight-unit employee group. On April 17, 2025, the Teamsters were officially recognized as the union to represent the unit.

Since July 2025, GCTD and Teamsters have been meeting to develop a new MOU for the unit. On January 20th, the Dispatcher/Reservation Unit voted to ratify the new MOU. For this item, we are recommending the Board consider adopting Resolution 2026-01, which approves the Memorandum of Understanding (MOU) between GCTD and Teamsters Local 186, with the newly formed Dispatcher/Reservationist Unit effective February 4, 2026, through June 30, 2028.

II. BACKGROUND

In the early part of 2024, with the recommendation of the Ad Hoc committee, approved by the Board of Directors, and guided by the District's Strategic Plan Goals, GCTD transitions GO ACCESS paratransit and demand response services to be directly operated inhouse. GCTD staff worked to integrate the demand response services along with comparable positions into GCTD.

On September 29, 2024, GCTD staff completed the transition, onboarding over 40 employees – most of whom were former contractor staff. During the transition, demand response employees received new hire orientation, onboarding and training in GCTD's business operations, and GCTD staff learned the demand response business functions.

The Dispatcher/Reservationist has a multi-functional role: dispatching and making reservations for demand response services. They are responsible for directing day-to-day communications and interactions with the demand response bus operators and customers. Primarily scheduling, making reservations, and dispatching pick-up and drop-off services to the drivers.

GOLD COAST TRANSIT DISTRICT

On April 17, 2025, the Teamsters were officially recognized as the union to represent the unit after submitting the required number of signatures needed to be officially recognized. No other unions objected or petitioned to represent the group.

On July 14, 2025, GCTD's negotiation team met with the Teamsters representative and the unit steward to negotiate a new MOU for the Dispatcher/Reservationist unit.

A tentative agreement was reached on January 14, 2026, on a new MOU. The MOU includes a general wage (COLA) increase with steps that follow the GCTD's wage table, which was approved by the Board.

On January 20th, the Dispatcher/Reservation Unit voted to ratify the new MOU.

COLA'S Dispatcher/Reservationist Unit:

1. January 18, 2026, dated back to Teamsters Ratification, after BOD Approval: four percent (4.0%)
2. July 1, 2026, three-point twenty-five percent (3.25%)
3. July 1, 2027, two percent (2%)

Wage Table	Reservationist / Dispatcher						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
COLA Upon Teamsters Ratification							
January 18th, 2026	\$ 55,660	\$ 57,330	\$ 59,049	\$ 60,821	\$ 62,646	\$ 64,525	\$ 66,461
	\$ 26.76	\$ 27.56	\$ 28.39	\$ 29.24	\$ 30.12	\$ 31.02	\$ 31.95
COLA Effective							
Wednesday, July 1, 2026	\$ 57,469	\$ 59,193	\$ 60,969	\$ 62,798	\$ 64,682	\$ 66,622	\$ 68,621
	\$ 27.63	\$ 28.46	\$ 29.31	\$ 30.19	\$ 31.10	\$ 32.03	\$ 32.99
COLA Effective							
Thursday, July 1, 2027	\$ 58,618	\$ 60,377	\$ 62,188	\$ 64,054	\$ 65,975	\$ 67,954	\$ 69,993
	\$ 28.18	\$ 29.03	\$ 29.90	\$ 30.79	\$ 31.72	\$ 32.67	\$ 33.65
*Note: Employees eligible for step increase annually on date of hire anniversary, subject to performance review.							

This is a newly formed unit and MOU. The focus in these negotiations was on schedule and shift bidding, overtime assignments, vacation and vacation bidding, benefits, and training, primarily in line with the demand response services.

III. RECOMMENDATION

Consider Adoption of Resolutions 2026-01 approving the GO ACCESS paratransit and demand response Dispatcher/Reservationist Memorandum of Understanding (MOU) between GCTD and International Brotherhood of Teamsters Local 186


General Manager's Concurrence

Attachments:

Resolution: 2026-01 Newly formed MOU

Teamsters-Dispatcher/Reservation Unit- February 4, 2026 -June 30, 2028 – Clean Version

RESOLUTION NO. 2026-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF GOLD COAST TRANSIT DISTRICT APPROVING THE NEWLY FORMED MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN GOLD COAST TRANSIT DISTRICT AND GCTD's DISPATCHER/RESERVATION UNIT WITH THE TEAMSTERS, LOCAL 186

WHEREAS, commencing initially on July 14, 2025, the GCTD Demand Response (DR) / Dispatcher/Reservation Unit along with the Teamsters #186, through its duly appointed representatives, and GCTD management (GCTD), through its duly appointed representatives, met and conferred and exchanged freely information, opinions, and proposals concerning wages, hours, and working conditions; and,

WHEREAS, as a result of said "meet and confer" sessions, GCTD and Teamsters Local #186 agreed on terms on a new MOU for the Dispatcher/Reservation Unit.

WHEREAS, Teamsters conducted a member election vote on January 20, 2026, which resulted in the members of the Dispatcher/Reservationist Unit approving the agreed-upon Memorandum of Understanding between the parties, copies of which are on file in the office of the Clerk; and,

WHEREAS, Section 3505.1 of the Government Code of the State of California provides that a Memorandum of Understanding between an employee association and the management negotiating team, while not binding, shall be presented to the governing body of a local agency for determination; and,

WHEREAS, the Board of Directors of Gold Coast Transit District has received the herein referred to Memorandum of Understanding and accepts said Memorandum of Understanding as the statement by the Teamsters Local #186 of those matters in which it finds itself in agreement with the management negotiating team as above described, and as a statement by the management team of those matters which it recommends that the Board of Directors implement in an appropriate manner;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby accepts and approves the newly formed Memorandum of Understanding for the Dispatcher/Reservation Unit, which has been reviewed by the Board and is on file in the office of the Clerk of the Board. The Secretary/ General Manager is hereby authorized and directed to carry out all of the provisions contained therein.

PASSED AND ADOPTED THIS 4th DAY OF FEBRUARY 2026

Rachel Lang, Chair Board of Directors

ATTEST: I HEREBY CERTIFY that the foregoing Resolution 2026-01 was duly adopted by the Board of Directors of Gold Coast Transit District at a regular meeting thereof held on the 4th day of February 2026.

Vanessa Rauschenberger, General Manager (Secretary of the Board)

MEMORANDUM OF UNDERSTANDING
BETWEEN
GOLD COAST TRANSIT DISTRICT
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 186

02/04/2026 through 06/30/2028

DISPATCHER/RESERVATIONIST

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SECTION 1 INTRODUCTION

Article 1.1 PARTIES TO MEMORANDUM

This Memorandum of Understanding (MOU) has been entered into between INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 186 (TEAMSTERS), as a formally recognized employee organization, and GOLD COAST TRANSIT DISTRICT (GCTD), on behalf of the employees occupying the exempt job classifications of:

DISPATCHER / RESERVATIONIST

TEAMSTERS is hereby certified as the formally recognized employee organization for those employees occupying the job classification above at 1901 Auto Center Drive Oxnard, CA 93036 and other GCTD locations regarding salaries/wages and other terms and conditions of employment.

Article 1.2 VALIDITY OF MEMORANDUM OF UNDERSTANDING

If any provision of this MOU is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this MOU, but the remainder hereof shall remain in full force and effect. The parties hereto shall immediately commence to, in good faith, negotiate for the purpose of replacing any such invalid or illegal provision.

Should any changes be made in any federal or state law, or in any rules and regulations implementing such legislation, or in any GCTD policy which would be applicable and contrary to any provision herein contained, then such provision of this MOU shall be automatically terminated, but the remainder of this MOU shall remain in full force and effect. Such legislation and/or rules and regulations shall supersede this MOU and applicable clauses shall be substituted for those ruled invalid or illegal.

The parties hereto shall immediately commence, as reasonably possible, to negotiate for the purpose of replacing any such invalid or illegal provision.

Article 1.3 BOARD OF DIRECTORS APPROVAL AND IMPLEMENTATION

It is agreed that this Memorandum of Understanding (MOU) is of no force or effect unless approved by the International Brotherhood of Teamsters then ratified by the employees of the TEAMSTERS and approved by Resolution duly adopted by the Board of Directors of Gold Coast Transit District.

This MOU constitutes the mutual recommendation by the parties to the GCTD Board of Directors that one or more resolutions be adopted accepting this MOU and affecting the changes enumerated herein relative to salaries, fringe benefits, and other terms of employment for the employees represented by TEAMSTERS.

Article 1.4 PARTIES' RIGHTS

A. GCTD's Rights

The parties hereto recognize that the rights reserved by GCTD include, but are not limited to, the exclusive right to determine the mission of its constituent departments; set standards of service; establish fare collection and sales procedures and methods; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of transit operations; determine the methods, means and personnel by which transit operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work, except as amended by this MOU.

B. TEAMSTERS' Rights

The parties hereto recognize that TEAMSTERS retains the right to 1) file grievances as to decisions that impact or effect salaries/wages and other terms and conditions of employment, except, however, that the

scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order, as set forth in Government Code section 3504, and 2) meet and confer in good faith regarding salaries/wages and other terms and conditions of employment with representatives of such recognized employee organizations, as defined in subdivision (b) of Section 3501, and have GCTD consider fully such presentations as are made by the employee organization on behalf of its members prior to arriving at a determination of policy or course of action as set forth in Government Code section 3505.

C. BARGAINING

During MOU negotiations, GCTD and TEAMSTERS will facilitate negotiations. Negotiations will be limited to **one (1)** representative from the TEAMSTERS bargaining unit.

Article 1.5 PAYROLL DEDUCTIONS

It is mutually agreed that GCTD will, during the term of this Memorandum, deduct monies and remit to TEAMSTERS as authorized by a signed Employee Payroll Deduction Authorization providing there are not more than five deductions per pay period. All requests for payroll deduction shall be submitted no less than seven (7) calendar days before payday. GCTD and TEAMSTERS mutually agree that both parties be saved, indemnified, and held harmless from any liability due to errors and omissions arising out of the other party's use of the TEAMSTERS sponsored deduction code.

Article 1.6 NONDISCRIMINATION POLICY

It is agreed that neither TEAMSTERS nor GCTD shall discriminate against any employee for any category protected by state or federal law, or because of union membership or lawful union activity. GCTD and bargaining unit employees mutually agree to treat one another with dignity and respect.

Article 1.7 DEFINITIONS

As an aid to understanding the meaning of certain clauses, this section provides definitions of words contained within this MOU.

Employee – Anyone hired by GCTD who has not terminated that relationship, either voluntarily or involuntarily. For purposes of this MOU, the term employee shall be limited to those employees hired into the classifications listed in Article 1.1 of this MOU.

Regular Employee – Any employee who has successfully completed the probationary period for the employee's current position.

Probationary Employee – Period of time from placement into a position until the employee becomes a regular employee. Normal introductory period is the initial twelve (12) months of employment in a specific classification in accordance with GCTD Personnel Rules. A six-month review of performance will be conducted during the probationary period. This means that all probationary employees will receive a six-month review. An employee's probationary period may be extended by mutual agreement.

Article 1.8 GENERAL PROVISIONS

GCTD Personnel Rules will be made available to the employees. All new employees shall be given a copy of this document by the District during their onboarding process, as part of the new hire packet.

Except in the cases of temporary operational need, no bargaining unit work covered by this agreement will be performed by non- bargaining unit employees. Neither Supervisors, Demand Response Drivers, fixed route drivers, maintenance workers, office staff, etc will perform work covered by this agreement. The District agrees that they will not subcontract bargaining unit work covered by this agreement.

Dispatch/Reservationist phone calls can be reviewed by Management periodically to ensure that procedures and scripts are being followed.

SECTION 2 WAGES

Article 2.1 WAGES AND COMPENSATION

General salary increases for TEAMSTER shall be set forth in Appendix A of this MOU.

A. Wage Steps

Employees will be compensated according to a seven step pay plan as outlined in Appendix A, Pay Plan Dispatcher/Reservationist Wage Schedule. In no event may an employee's base wage compensation exceed the top step of the pay plan. Base wage is the employee's amount of compensation without bilingual or longevity pay. New employees may be hired above the applicable start rate for the classification, if GCTD determines that the new employee has additional education, training, experience, or other qualifications warranting additional recognition.

B. Eligibility for Step Increases

Employees below the maximum wage step in a classification shall be eligible for an annual step increase to the next step on the pay plan contingent on a successful annual individual performance evaluation. In order to be eligible for a step increase an employee must receive a rating of satisfactory or higher on their annual performance evaluation. Notwithstanding any other provision of this Memorandum of Understanding, performance evaluations are not subject to any grievance or appeal process, except as follows: employees who do not receive a performance evaluation rating of satisfactory or higher may submit a written request for reconsideration by a written request and one-on-one meeting with GCTD's General Manager, or designee. This request for reconsideration must be submitted in writing within five (5) business days of receipt of the performance evaluation rating or the right to request reconsideration is waived. The General Manager, or designee, shall review the performance evaluation rating, written request, and one-on-one meeting, and decide whether to affirm or amend the rating. The General Manager's, or designee's, decision is final and not subject to any appeal.

C. Time Frames for Step Increases

Advancement to the next step will require an employee to spend a minimum of one (1) year or 2080 hours actually paid by GCTD in the previous step, whichever is more. Notwithstanding these requirements, if the General Manager determines that an employee's evaluation warrants an earlier step increase, the General Manager may, at his/her sole discretion, provide an earlier step increase to an employee.

D. Effective Date of Salary Increases

Step increases for employees will be effective on the beginning of the first full pay period following the employee's anniversary date in the bargaining unit. Should GCTD fail to conduct a timely performance evaluation before the employee's anniversary date, and a subsequent performance evaluation results in the employee being eligible for a step increase, the step increase will be retroactive to the employee's last anniversary date. Failure to conduct an evaluation within that time period does not preclude GCTD from conducting an evaluation at a later date.

See Appendix A of this MOU.

Article 2.2 LONGEVITY PAY

To encourage stability of employment with GCTD, additional payment over and above the salary assigned to a position classification shall be paid to each regular full-time employee as follows:

A. Employees shall receive an additional sum equal to one percent (1%) of the employee's current salary for each five (5) years of GCTD full-time service.

B. The additional payment shall be made at each time any installment of salary is made to the eligible employee, and the amount of the additional

Article 2.3 OUT-OF-CLASSIFICATION PAY

When, in the determination by the General Manager or designee, it is necessary to assign the full range of duties and responsibilities of a job classification higher than those normally performed by an employee due to the temporary absence of an employee in a job classification higher than a TEAMSTERS employee or a vacancy in a job classification higher than a TEAMSTERS employee, employee so assigned shall be compensated. The employee temporarily assigned shall be paid at the rate of 5% above the total HOURLY/salary of the highest paid subordinate.

Article 2.4 ATTENDANCE BONUS

If an employee has no unscheduled absences (sick leave, leave as defined in Articles 5.2, 5.4, 5.5; suspensions, or any absence that is unscheduled) in a 6-month period (January 1 to June 30; July 1 to December 31), a bonus of \$225 for each qualifying 6-month period will be paid. If an employee has no unscheduled absences for a full calendar year (January 1 to December 31), an additional \$250 bonus will be paid, for a maximum of \$700 per contract year.

Article 2.5 BILINGUAL PAY

Consistent with the need of GCTD for bilingual ability, a TEAMSTERS employee may be authorized additional compensation for bilingual ability. To qualify, the bilingual employee must use both languages to meet a public service responsibility and display a sensitivity toward the culture and needs of a large group of foreign language speaking residents. The General Manager, or designee, shall establish guidelines governing position assignments or duties, language ability, minimum bilingual frequency, and other reasonable rules for the authorization of payment to specific employees. Compensation for bilingual pay shall be computed at \$63.00 per month (\$.36 per hour) for positions requiring bilingual speaking.

SECTION 3 HOURS

Article 3.1 SCHEDULE & SHIFT BIDDING

Seniority shall determine all vacation and work schedule bidding.

Shift Bidding Procedure for Dispatchers / Reservationist:

- 1) GCTD shall conduct a General Shift Bid once each year to be implemented the first pay period in January.
- 2) The scheduled shift bid shall be conducted on the first Tuesday of December for the following calendar year. Management will post a notice two weeks prior to the scheduled bid informing employees of the impending process. Results of the shift bid shall be posted two days after the completion of the shift bid.
- 3) Seniority will be the determining factor in all bidding. The most senior employee will be the first to bid. Others will follow in seniority order.
- 4) For operational needs, 50% of posted bids will be labeled flexible although all schedules are subject to daily / weekly changes per operational needs. Every attempt will be made to keep schedules consistent.
- 5) Bid Implementation: New schedules will begin on the Sunday of the first pay period of the new year in January.
- 6) Management reserves the right to conduct additional bids for operational needs. All vacations will be honored if schedules change. Management will not change work schedules or bids solely to avoid paying overtime.

Article 3.2 OVERTIME

A. Overtime Work - Defined: Overtime work is work performed by a Dispatcher/ Reservationist at times other than those normally required for their employment and must be in excess of the number of hours established as full-time service for the position classification (forty [40] hours). Time worked in increments

of less than one-twelfth of an hour shall not be accumulated or recorded as overtime. Overtime shall not be pyramided or compounded.

B. Overtime Worked - Compensation: Dispatcher – Reservationist shall be paid for overtime at one and one-half (1½) the regular hourly rate.

C. Overtime Work – Dispatcher - Reservationist: For the purpose of computing regular and overtime work, the total hours of work ordinarily required for a forty (40) hour, five (5) day week employee in a biweekly payroll period shall be considered as the regular working hours required for a full-time Dispatcher - Reservationist. Any hours in excess of that requirement shall be considered overtime work for this classification. Vacation leave taken, sick leave taken and compensatory time taken shall not be counted as time worked for purposes of computing overtime. **Employees who remain on duty more than ten (10) minutes beyond their scheduled shift** must request approval by submitting a **Deviation Time Reason**, explaining the necessity for the additional time. Failure to obtain such approval may result in the time not being authorized or compensated as overtime.

D. Overtime Assignment:

Emergency Staffing / Shift Extension Due to Staffing Shortage:

- 1) In the event of unforeseen operational needs caused by same-day call-offs, no-shows, or other unplanned absences, GCTD reserves the right to extend an employee's shift beyond their regularly scheduled end time to ensure continuity of service. Nothing herein shall prevent GCTD from changing an employee's hours within an already scheduled workday in order to address an employee's absence. Management will not change work schedules or bids solely to avoid paying overtime.
- 2) When feasible, the Employer shall provide employees with as much advance notice as possible regarding the need for such shift extensions.
- 3) These extensions shall only be utilized when necessary to preserve service levels and shall be offered by seniority. If Senior employees pass then the overtime will be assigned by reverse seniority among qualified employees. The Union shall be provided with information regarding the frequency and distribution of such extensions upon request.

E. Compensatory Time Off: Dispatcher - Reservationist Unit employees may elect to accrue compensatory time off in lieu of cash for overtime worked. Compensatory time shall be accrued at the overtime rate to a maximum balance of seventy (70) hours annually. Accrued compensatory time may not be used in lieu of time off in the same payroll week as additional compensatory time is accrued. Any time accumulated and not taken off by November 30th of any calendar year shall be paid in cash during the month of December on the pay check no less than two weeks following the cut-off date. Nothing in this MOU shall prevent the parties from mutually agreeing to an alternative schedule. If an employee is in a modified duty position at the time of the cash payout, the compensation will be consistent with the pay in the classification when compensatory time was earned.

Article 3.3 REST BREAKS

All regular and probationary, full-time bargaining unit employees will receive two ten minute paid rest periods and one one-hour unpaid lunch period per shift. Management retains the right to schedule such periods and they shall be coordinated with the shift to provide maximum flexibility and continuity of personnel on duty. Rest periods and lunch periods will follow California law.

Article 3.4 SCHEDULE EXCHANGE PROGRAM

The Dispatcher/Reservations group may participate in a schedule exchange program that allows two employees to switch shifts within the same payroll week, subject to approval by GCTD management. A written request must be completed and signed by both participating Teamsters Dispatcher/Reservations, and submitted to the Department Director or their designee no less than 24 hours prior to the beginning of the requested exchange. Approval of such requests is not guaranteed solely on the basis of mutual agreement and signatures; all exchanges are subject to management discretion.

Article 3.5 TRAINING

New Hire Training - any new hire training shall be done on days and hours deemed appropriate by the Department Director or designee.

SECTION 4 BENEFITS**Article 4.1 MEDICAL, DENTAL, AND VISION INSURANCE**

The total monthly GCTD insurance premium contribution for health, dental, and vision benefits for regular and probationary full-time TEAMSTERS will be as noted.

EMPLOYEE**EMPLOYEE + ONE DEPENDENT****EMPLOYEE + FAMILY**

A. If GCTD's contribution to medical, dental, and/or vision insurance premium is in excess of the respective amounts for the employee, no excess monies shall be returned to the employee. Notwithstanding the above, employees who "opt out" of health insurance coverage can receive a \$150 monthly "opt out" payment upon providing proof of alternative health insurance coverage. "Opt out" means a waiver of all GCTD insurance premium contribution dollars.

C. If two GCTD employees are a legally married couple or registered domestic partners, GCTD will pay for their full premium of the HMO plans of health and dental insurance and vision insurance. The two GCTD employees must select joint insurance coverage under either "Employee+1" or "Employee + family."

B. GCTD's contribution for each employee shall be equivalent to one-hundred percent (100%) of the employee only tier, eighty-three percent (83%) of the employee + one tier, eight-one percent (81%) of the employee + family tier, of the monthly rate for the CalPERS Kaiser Permanente medical HMO plan for the Ventura Area that provides the maximum benefit, and such contribution shall be inclusive of the minimum CalPERS medical insurance payment amount as specified in Section 22892 et seq. of the Government Code.

D. GCTD and TEAMSTERS agree to an Employee Assistance Program (EAP) for the employees.

Article 4.2 RETIREMENT

A. The retirement program for GCTD employees who are characterized as PEPRA under the California Public Employees' Pension Reform Act (PEPRA) and the California Public Employees' Retirement Law (PERL) is the CalPERS 2% @ 62 Formula for Miscellaneous/Industrial Members PEPRA program and 1959 Survivor Benefit Level IV.

B. GCTD shall contribute the remaining 2% share. GCTD PEPRA employees will contribute 100% of the employee share in accordance with the PEPRA statute.

Article 4.3 LIFE INSURANCE

GCTD shall provide term life insurance benefits in the amount of \$100,000.

Article 4.4 LONG-TERM DISABILITY INSURANCE

GCTD shall provide 100% employer paid coverage of long-term disability insurance that will provide a minimum of sixty percent (60%) of earnings after six months of disability. Maximum monthly benefit shall not exceed \$3,000.

Article 4.5 ELIGIBILITY FOR BENEFITS

Dispatcher - Reservationist are eligible on the first day of the following month of hire date, contingent on submittal of properly completed enrollment forms.

SECTION 5 HOLIDAYS / LEAVE TIME

Article 5.1 HOLIDAYS

A. All employees covered by this Memorandum shall be paid holiday pay as provided in this Article. The paid holidays shall be:

1. New Year's Day - January 1
2. Martin Luther King, Jr., Day - Third Monday in January
3. Washington's Birthday - Third Monday in February
4. Cesar Chavez's Birthday – March 31
5. Memorial Day - Last Monday in May
6. Juneteenth – June 19
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Veterans Day - November 11
10. Thanksgiving Day - Fourth Thursday in November
11. Thanksgiving Friday - Day following Thanksgiving
12. Christmas Eve - The last half workday immediately before Christmas Day
13. Christmas Day - December 25
14. New Year's Eve - The last half workday immediately before New Year's Day

Management will meet and confer with Teamsters before proposing to provide scheduled service for any holiday on which GCTD is currently closed.

- B. Employees shall be paid two and one-half (2½) times their regular hourly rate for all time worked on holidays as listed above. Employees who call out sick for the full or partial shift of their last regularly scheduled day before the holiday, the full or partial shift of their first regularly scheduled day after the holiday, or the full or partial shift of their regularly scheduled holiday shift shall be ineligible for holiday pay unless they use accrued sick leave for such absence(s). For purposes of this article, a scheduled overtime shift is considered a regularly scheduled day.
- C. Employees shall receive straight time plus one-half (½) their regular hourly rate as vacation time for scheduled hours not worked on Thanksgiving Day, Christmas Day and New Year's Day.
- D. If a holiday falls on an employee's regularly scheduled time off, vacation time off shall be granted.
- E. Notwithstanding anything above the table below explains how Holidays shall be paid.

HOLIDAY PAY GRID	
Applicable to all Full Time and Extra Board	
If not prescheduled, and employee does not work to cover the full shift the day before and the day after the holiday, the employee must use accrued sick leave to cover the absence or they lose all holiday benefits including consecutive holidays. (ie. Christmas Eve, Christmas Day.)	
SCHEDULED to Work & Worked	
Service Provided	No Service Provided
Holiday Pay at one and one-half times their hourly rate for hours worked.	N/A
Pay at their hourly rate for all hours actually worked.	

<p>For any of those hours that exceed 40 hours in the workweek, this pay shall be one and one-half times their regular rate of pay.</p> <p><i>Example: Employee worked 40 hours in a week prior to the holiday. On the holiday, employee would receive Regular OT of 1.5 + Holiday OT Pay of 1.5. This equals 3 times the Regular Pay per hour. **See above.</i></p>	
<u>SCHEDULED</u> to Work & <u>DID NOT</u> Work	
Service Provided	No Service Provided
<p>Other holidays If it is prescheduled sick and still have a bid, they would receive the bid hours as banked vacation.</p> <p>Christmas Eve & New Year's Eve (1/2 day holiday) Four hours banked vacation</p>	<p>Thanksgiving, Christmas, & New Year's Day Operators: Paid straight time <u>plus</u> ½ regular hours as banked vacation Admin/Mech: Eight hours holiday pay plus four hours banked vacation</p> <p>Labor, July 4th, Memorial Eight hours holiday pay</p>
<u>NOT</u> Scheduled to Work & <u>DID NOT</u> Work	
Service Provided	No Service Provided
<p>Other holidays Eight hours banked vacation</p> <p>Christmas Eve & New Year's Eve (1/2 day holiday) Four hours banked vacation</p>	<p>Thanksgiving, Christmas, & New Year's Day Twelve hours banked vacation</p> <p>Labor, July 4th, Memorial Eight hours banked vacation</p>

Article 5.2 SICK LEAVE

A. An employee absent because of illness is required to notify the employee's immediate supervisor through direct telephonic contact of the illness at least one hour before scheduled to start work or as soon as possible in light of the circumstances. When absences are properly scheduled with the employee's superior, leaves of absence for dental, optical, or other medical attention shall be defined as sick leave and subject to applicable law. The General Manager, or designee, may require verification in the form of a note from a medical physician confirming the absences.

B. An employee compelled to be absent from duty because of illness or off-duty injury, shall be allowed sick leave with full pay up to the amount of sick leave that such employee has accrued. Any such paid sick leave time shall be deducted from the employee's accrued sick leave.

C. In accordance with California's Paid Sick Leave Law (AB 1522). All employees who become full- time or part-time regular employees, earn 3.08 hours per bi-weekly pay period and shall accrue a sick leave entitlement.

Sick leave is an employee's privilege and not an absolute right, an exception applies, as stated in the Healthy Workplace Family Act of 2014 (California's Paid Sick Leave Law (AB1522).

D. Unscheduled leave without accruals is classified as unauthorized and unpaid and may be subject to disciplinary action. Furthermore, violations of abusing sick leave privileges may result in disciplinary action and loss of pay.

E. A note from a medical physician confirming treatment is required if (1) an employee is on sick leave for three or more consecutive days or (2) for less than three consecutive days, at the discretion of the Department Director with consultation with Human Resources, based on the employee's attendance record and with prior notice. The General Manager, or designee, shall review each January and July the record

of those employees who have mandatory requirements to provide a physician's note. The findings will be provided to TEAMSTERS.

1. The maximum sick leave which may be accumulated by any employee is 1,440 hours as of January 1 of each year.

2. An employee who is required to be absent for physical examination for possible induction into military service through draft may be allowed up to one day of paid leave.

3. GCTD will pay fifty percent (50%) of accumulated sick leave upon death, retirement, or other voluntary employment separations as determined by GCTD's General Manager or designee, to those employees with a minimum of ten (10) years of service. No payment for any sick leave will be made for involuntary employment separations. No payment for any sick leave will be made for hours accumulated by a leave donation program.

4. All regular employees who have accrued sick leave for one full calendar year and use sixteen (16) hours or less of accrued sick leave in a calendar year may elect to convert eight (8) hours of accrued sick leave to eight (8) hours of vacation. Such election shall be made in January of the following calendar year.

F. Subject to applicable law, an employee may use accrued sick leave for any statutory protected leaves, including, among others, FMLA/CFRA/PDL, Military Family Leave Entitlements, Domestic Violence (sexual assault or stalking) KinCare Leave: Cal. Lab. Code § 233, Organ and Bone Marrow Donor Leave: Cal. Lab. Code §§ 1508 to 1513, Alcohol and Drug Rehabilitation Leave: Cal. Lab. Code §§ 1025 to 1028. In addition sick leave can be used for preventative care or the diagnosis, care or treatment of an existing health condition including, things like, medical or dental appointments. Accrued sick leave may be used to care for your injured or ill family member, including any of the following: a child (biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis), parent (biological, foster, or adoptive parent, a stepparent, grandparent, grandchild or a legal guardian), spouse, or registered domestic partner of the employee, or any other family members specified by applicable law. Leaves of absence for employees who do not qualify for statutory leaves (for example), PDL, NDAA/ MFL, FMLA/CFRA, Domestic Violence Leaves, are granted at the discretion of the General Manager.

Subject to applicable law, this section does not extend the maximum period of any leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act, the California Family Rights Act, or any other statutory leave, regardless of whether the employee receives sick leave compensation during the leave (California Labor Code Sec. 233).

Article 5.3 INDUSTRIAL LEAVE

Any employee incapacitated from working because of injury or disease "arising out of and in the course of employment," or caused by a worker's job and occurring while working at GCTD are entitled to industrial injury leave, medical care and other Workers' Compensation benefits.

In some circumstances, the realities of business or business necessity might require GCTD to hire a replacement on a permanent basis, and that in the event, if the position is not available if and when the employee is released to return to work, subject to legal compliance, GCTD may not be able to reinstate that employee. To clarify, GCTD may consider allowing the employee to transfer to other positions for which the employee is qualified and where required, Gold Coast Transit District will consider making reasonable accommodations for any disability an employee may have in accordance with applicable laws.

A. Worker's Compensation Benefits: If the injury or disease is covered by the Worker's Compensation Insurance and Safety Act, the employee is entitled to the benefits provided under the Act including:

1. Related medical expenses; and
2. Temporary and permanent disability indemnity benefit payments

B. Industrial Disability Compensation: Whenever any GCTD employee is disabled temporarily and is entitled

to receive temporary disability indemnity benefit payments provided under the Worker's Compensation Insurance and Safety Act, the employee shall receive any accumulated sick leave or vacation time up to the amount of the employee's normal net take home pay, but not to exceed a total period of twenty-six (26) weeks for any one injury or all combined injuries within one calendar year. The use of vacation time or sick leave will be coordinated (integrated) with any disability indemnity benefit payments provided under the Workers' Compensation Insurance and Safety Act. The integration form must be submitted to the payroll department prior to the end of the pay period.

As used in this section, "net take home pay" means an employee's regular, current biweekly rate of pay, less deductions for federal and state income tax and PERS retirement plan contributions; and does not include overtime or shift differential pay.

GCTD shall continue to pay the employer portion of the medical, life and dental insurance premiums for the period of twenty- six (26) weeks, provided the carrier for each of these programs will accept the payment without additional premium cost to GCTD, and the employee will be responsible for paying the employee share. If the employee does not pay the employee's share of the premium, the employer portion will be cancelled and the employee will be referred to COBRA health insurance continuation plan.

All Gold Coast Transit District benefits that operate on an accrual basis (e.g., vacation, sick, and personal days) will cease to accrue whenever a GCTD employee is disabled temporarily and is entitled to temporary disability indemnity benefit payments provided under the Worker's Compensation Insurance and Safety Act, except that employees will continue to accrue such benefits while they are being paid any accumulated sick leave and vacation time.

An employee who is incapacitated from work beyond twenty-six (26) weeks for an Industrial injury for any one injury or all combined injuries within one calendar year will be subjected to the COBRA health insurance continuation plan. (Other benefits, such as pension, 401(k), life insurance, and long-term disability, will be governed in accordance with the terms of each benefit plan.)

- C. Procedure in Event of Injury: In the event of injury, a report must be made by the employee to the employee's immediate supervisor as soon as possible under the circumstances. The supervisor must complete the Supervisor's Report of Accident form and have it filed with GCTD's workers' compensation administrator within five (5) days after the injury has been reported. If medical service is needed, the employee should be taken directly to a designated physician for treatment. Report of injuries is mandatory and failure to report may result in loss of eligibility to receive benefits. When the employee returns to work, a copy of the physician's release must be provided to the General Manager, or designee.

Article 5.4 FMLA/CFRA

Employees on FMLA/CFRA leave may utilize paid leaves. The twelve (12) month period used for determining eligibility shall be based on a twelve (12) month rolling-back period. GCTD agrees to pay medical premiums while on approved FMLA/CFRA leave in accordance with applicable law. Employees may use accrued sick leave, accrued vacation leave or compensatory time off when on FMLA/CFRA leave in order to remain in a paid status. Use of such leave may be integrated with other disability leave benefits

Article 5.5 BEREAVEMENT LEAVE

When an employee is compelled to be absent from duty by reason of the death of a member of the employee's immediate family, such employee shall be entitled to five (5) working days' leave of absence with pay. Immediate family shall be the father, mother, spouse or registered domestic partner, children (biological adopted or step), brother, sister, grandparent, grandchild, father-in- law or mother-in-law of the employee.

Bereavement leave does not need to be taken consecutively, but must be completed within three months of the date of death of the family member. Employees may elect to use their available paid time off benefits to cover any unpaid bereavement leave. Any authorized bereavement leave taken in excess of five (5)

days is chargeable to either accrued sick or vacation leave, at the employee's discretion.

A regular employee may take an additional two (2) days, chargeable to accumulated other leave if in the opinion of the General Manager, or designee, excessive travel is required in connection with the death of a family member provided the employee has available accrued sick leave. This documentation may include, among other items, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Article 5.6 PREGNANCY DISABILITY LEAVE (PDL)

Any employee who anticipates being disabled because of pregnancy, childbirth, or related medical condition shall give as much advance notice as possible of the anticipated disability to their supervisor. A leave of absence under this section shall be contingent upon the employee providing a physician's statement which indicates the dates of the expected disability. Such requests are subject to the following terms and conditions in GCTD Personnel Rules.

Article 5.7 OTHER STATUTORY LEAVES

(Such requests are subject to the following terms and conditions in GCTD Personnel Rules) Examples include, but are not limited to:

To Vote/ Witness Duty Leave: Cal. Lab. Code § 230(b) /Crime Victim Leave: Cal. Lab. Code §§ 230.2 and 230.5/ Domestic Violence, Sexual Assault, and Stalking Victim Leave: Cal. Lab. Code §§ 230.1 and 230(c) /Reproductive Loss Leave/ School Activity Leave: Cal. Lab. Code §§ 230.7 and 230.8/ Volunteer Firefighter and Reserve Police Leave: Cal. Lab. Code §§ 230.3 and 230.4/ Alcohol and Drug Rehabilitation Leave: Cal. Lab. Code §§ 1025 to 1028/ Civil Air Patrol Leave: Cal. Lab. Code §§ 1500 to 1507/ Organ and Bone Marrow Donor Leave: Cal. Lab. Code §§ 1508 to 1513/ Lactation Accommodation Cal. Lab. Code § 1031

Article 5.8 OTHER LEAVE OF ABSENCE (who do not qualify for Statutory Leaves)

Leaves of absence for full-time regular and part-time regular employees who do not qualify for (State of California job protected leave) PDL, NDAA/MFL, FMLA/CFRA are granted at the discretion of the General Manager, subject to applicable law, and such requests are subject to the following terms and conditions in GCTD Personnel Rules.

Article 5.9 VACATIONS

- A. VACATION ACCRUAL: Employees having an appointment to a regular position are eligible for their first vacation accrual when they have completed two weeks of continuous service. All employees who have appointments to regular positions earn vacation accrual for each biweekly pay period, or major fraction thereof of service, from the date of their original appointment in accordance with the following table:

VACATION CREDIT FOR FULL-TIME SERVICE:

<u>YEARS OF SERVICE</u>	<u>HOURS PER MO.</u>	<u>HOURS BIWEEKLY</u>
Less than 5	8.13	3.75
5 but less than 10	10.29	4.75
10 but less than 13	12.46	5.75
13 but less than 15	14.63	6.75
15 or more	16.25	7.5

- B. VACATION SEVERANCE PAY: Any employee who leaves the service of GCTD shall be paid for accrued vacation at the rate currently authorized for the position-classification wage range and step level.

- C. VACATION CARRIED FORWARD: Vacations shall be taken as earned or within the calendar year following the year that vacation time is accrued. Accrued vacation time may be carried forward to the following year, but in no instance may an employee carry forward total vacation accrual as of the first of April of any year greater than 400 hours. Employees affected by this limit will be notified during January of each year that they either are already over the maximum, or could exceed the maximum on or before the first of April. The employee can then do any or all of the following:
1. After January 1st and prior to March 31st, request or volunteer to be assigned enough vacation days to bring the accrued vacation time amount below the maximum. All vacations must be scheduled in accordance with the rules and processes defined in section 5.09 of the MOU. All assigned vacation must be completed prior to April 1st.
 2. Prior to April 1st, request vacation redemption, in accordance with Section 9F of the Personnel Rules, to bring the accrued vacation time amount below the maximum by April 1st, or
 3. On or after March 1st and prior to April 1st, request conversion of accrued vacation time to accrued sick time. A maximum of 40 hours can be converted from accrued vacation time to accrued sick time in any one year. This conversion can be made only by an employee who has been notified that they are or will be over the maximum, can only be made during this period, and will only be approved if such action will allow the employee to drop below the maximum accrued vacation limit.
 4. If no action is taken, the employee will cease accruing additional vacation hours starting with the first pay period beginning after April 1st, until enough vacation is taken that the accrued vacation time drops below the maximum.
- D. VACATION SCHEDULING: The vacation period may be taken at one time, or it may be taken several days at a time if it so fits the work program of GCTD. In any event, the vacation time off is to be scheduled by the General Manager, or designee, in such a manner that GCTD's functions will not be greatly interrupted.
- E. ADDITIONAL VACATION IN LIEU OF SICK LEAVE: When an employee's accumulated sick leave credit as of the First of January of each year exceeds the maximum allowable, the employee shall receive an additional vacation leave entitlement of 25% of such excess sick leave.

Article 5.10 VACATION BIDDING

1. Timing

- Vacation bidding will commence once the shift bid is posted and continue over the following days.
- Semi-annual vacation sign-ups will be posted after semi-annual open route bidding is completed. Employees must complete vacation bids by the date listed.

2. Initial Vacation Bid

- Each Dispatcher / Reservationist may bid for a maximum of thirty (30) days (six weeks) of vacation per calendar year in the initial round.
- Bidding will be conducted by seniority, most senior first.
- Vacation requests will be posted and communicated via email after submission so employees know which days have already been awarded.
- Proxy submittals will be accepted with prior communication with the shop steward and department manager.
- If an employee chooses to pass on bidding for a vacation period, their name shall move to the bottom of the seniority list and wait until their turn comes up again in the next round.

3. Submitting Vacation Requests

- Vacation requests may be submitted ahead of the bid time.
- Employees unable to attend their assigned bid time must leave a written list of vacation date choices with the Director of Transit Operations or designee.

- Any employee who does not bid at their appointed time will move to the bottom of the bid list and wait until their seniority order comes up again in the next round.

4. Secondary / Open Bidding

- After all employees have completed their initial bid, any remaining unclaimed vacation slots will be available on a first-come, first-served basis, subject to accrual limits and operational needs.

5. General Provisions

- No employee may take more vacation days than they will have accrued by the requested date.
- Changes to approved vacation are allowed only with mutual agreement between the employee and management, except in emergencies.
- The vacation bidding process is designed to provide fair and equitable access to vacation time for all employees.

Equitable Access: The initial bid round is intended to provide all Dispatcher / Reservationist with the opportunity to secure vacation time before additional weeks are awarded.

Accrual Requirement: Dispatchers / Reservationists must have the requisite number of accrued vacation hours at the time the vacation is bid or must accrue the necessary hours no later than one (1) week prior to the scheduled vacation start date. If the required hours will not be accrued by one (1) week prior to the vacation, management reserves the right to deny / cancel the submitted vacation bid request.

Time Off Requests: All requests for time off must be submitted no later than seven (7) calendar days prior to the beginning of the affected workweek. Requests submitted after this deadline may be denied at the sole discretion of management, subject to operational needs.

Vacation Cancellation Policy: Dispatchers / Reservationist wishing to cancel approved vacation must provide at least seven (7) calendar days' notice, unless due to an emergency. Cancellations will be accepted only if the slot has not already been awarded to another dispatcher during a subsequent bid round. If the canceled vacation slot becomes available, it shall be offered to the next eligible dispatcher, based on seniority and original bid order.

Posting and Timelines: The annual vacation bid schedule shall be posted at least seven (7) calendar days prior to the beginning of the January bid implementation. An ongoing updated vacation calendar will remain posted so all employees can view what days are available

SECTION 6 WORKING CONDITIONS

Article 6.1 SENIORITY

Seniority shall be the determining factor in all vacation schedule bidding. Seniority shall be the determining factor in all work schedule bidding when bidding for three or more available schedules. Seniority is defined as the last date of hire into a Dispatcher / Reservationist job classification.

There shall be one (1) seniority list for regular Dispatcher/Reservationists.

The employees date of seniority shall be the date an employee begins work in a bargaining unit position. In the event two (2) or more employees begin work on the same day, seniority shall be determined by the date and time application for work is received.

Employees transferring to a Dispatch/Reservationist position from another agreement shall be put at the bottom of the seniority list in the department they are transferred to. The ability to transfer to another department is at the District's option and is subject to an opening in that position.

Article 6.2 ADVERSE ACTION, NOTICE AND PROCEDURES

- A. An adverse action is defined as a violation of the expressed terms of this Memorandum of

Understanding of the GCTD Personnel Rules, or other rules or practices in place at GCTD.

Any regular employee against whom an adverse action is initiated by GCTD, dependent upon the seriousness of the violation, for suspension without pay, demotions, and dismissals, absent any extraordinary or truly unusual circumstances, will be given pre-disciplinary procedural rights, such as notice and a hearing.

The notice shall be served upon the employee either personally, by mail or by company mail, and shall include: 1) notice of the intended action, the cause or causes thereof; 2) the employee's acts or omissions that form the basis for the cause(s); 3) information to the employee that any documents or materials giving rise to the action will be made available for the employee's inspection or that copies thereof are attached to the notice of intended action; and 4) notice that the employee will have the right to respond to the allegations set forth in the notice of intent, either in writing or at a pre-disciplinary meeting or conference.

1. Grievance Procedure: Adverse actions consisting of suspensions without pay of two days or less, imposed upon employees where minor actions may not require pre-disciplinary Skelly Procedures, are adjudicated by a Grievance Procedure. GCTD will apply pre-disciplinary procedural rights on suspensions without pay of two days or less for any regular employee against whom an adverse action is initiated, in accordance with the grievance procedure.

2. Skelly Procedure: Adverse actions consisting of suspensions without pay of more than two days, demotions or dismissals, are adjudicated by a Skelly Procedure. GCTD will apply pre-disciplinary procedural rights on behalf of any regular employee against whom an adverse action is initiated, in accordance with the process described in Article 6.2.

3. Letters to Personnel File: Letters to Personnel File are not grievable. Letters to Personnel File may be rebutted, in writing, by the employee within five (5) working days after receipt of the letter. Letters to the file may be removed from the employee's personnel file if there are no similar occurrences within one year from the date of Letter to Personnel File. It shall be the employee's responsibility to request GCTD to remove the document(s) in accordance with this provision.

4. Written Reprimand / Letter of Warning: Reprimands or warnings shall be appealable under the grievance procedure described in below.

Written reprimands or letters of warning which are more than two years old will not be referenced for disciplinary purposes; this does not apply to discipline for occurrences which took place prior to the date this contract was signed.

Article 6.3 COMPLAINT PROCEDURE

All employees who receive a complaint against them shall be provided an opportunity to respond to the complaint in writing on a standard GCTD form. Such complaint shall be presented to the employee within ten (10) working days of GCTD's receipt of the complaint. All such written responses shall be signed and dated by the employee. Prior to a complaint being filed in an employee's personnel file, the management's comments shall be shown to the employee, who shall be given the opportunity to respond in writing to the management's comments. Employees may review their employee personnel file during the regular office hours of the GCTD business offices provided such review is scheduled in advance with the Director of Human Resources.

Article 6.4 SKELLY PROCEDURE

- A. Notice of Intent: Any regular employee against whom an adverse action is initiated by GCTD, dependent upon the seriousness of the violation, for suspension without pay exceeding two (2) days, demotions, and dismissals will be:

- 1) notified of the intended action;
 - 2) provided the cause or causes thereof, the employee's acts or omissions that form the basis for the cause(s);
 - 3) informed that any documents or materials giving rise to the action will be made available for the employee's inspection or that copies thereof are attached to the notice of intended action; and
 - 4) provided the right to respond to the allegations set forth in the notice of intent, either in writing or at a pre-disciplinary conference.
1. If the employee chooses to respond in writing to the notice of intent, the written response must be submitted within seven (7) calendar days of receipt of the notice.
 2. If the employee chooses to appear at the pre-disciplinary conference, the employee will have the right to representation. Even if the employee has representation, the employee must personally appear at the meeting. The employee must notify GCTD that the employee will appear for the meeting.
- B. Skelly Meeting: The Skelly meeting will be conducted by the General Manager, or designee. This is not an adversarial proceeding, therefore the employee will not have the opportunity to cross-examine GCTD representatives, nor present the formal case and opposition to the proposed discipline.
- C. Notice of Action: After reviewing the information presented by the employee and all other documentation, the General Manager, or designee, will issue the notice of action. The employee may appeal the proposed disciplinary action within seven (7) calendar days after receipt of the notice of action to the Labor/Management Committee.

Labor/Management Committee

A Labor/Management Committee will be formed by one member from management, who is appointed by the General Manager, and one member from TEAMSTERS, who is appointed by the TEAMSTERS. The committee will meet within seven (7) calendar days after receipt of an appeal of a proposed disciplinary action. The committee may invite the appealing employee to attend the meeting. The committee will review the proposed action and supporting documentation. The committee will make every effort to agree upon the appropriate action for the employee. If an agreement is reached on the appropriate action, notice will be provided to the employee within fourteen (14) calendar days.

- D. Final Appeal: If the Labor/Management Committee cannot reach an agreement to resolve the matter, the employee may appeal the proposed disciplinary action to an Appeal Review Board or to an Arbitrator selected from a State Mediation and Conciliation Service (SMCS) list. The final appeal must be made to the general manager within seven (7) calendar days after the decision has been issued from the committee. The decision reached in this step shall be final and binding on all parties.
1. Appeal Review Board: A three-member board of review is formed by the General Manager appointing two members from among public agency officials whose responsibilities encompass personnel matters and TEAMSTERS appointing a member representative. The board of review shall determine from among the members its own chairperson, who has authority to conduct the hearing. The General Manager, or designee, and the employee may be represented, may themselves testify, call witnesses and submit other relevant evidence. The board of review shall, by a majority of its members, make written findings and a decision affirming, revising or modifying the adverse action based on applicable law, GCTD policies, procedures and rules, and the evidence and arguments presented by the parties.
 2. Arbitration: As soon as possible, and in any event not later than fifteen (15) calendar days after either party receives written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. The State Mediation and Conciliation Service (SMCS) shall provide a list of qualified arbitrators and TEAMSTERS and GCTD will select the arbitrator by alternating the striking of submitted names until one arbitrator remains. Either GCTD or TEAMSTERS may call any employee as a witness and GCTD agrees to provide leave for said witness from work if the witness is on duty.

The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other. The losing party in the arbitration shall be responsible for the cost of arbitration and court reporters, with the exception that each party shall be responsible for its own attorney's fees.

Article 6.5 UNIFORMS

Dispatchers/reservationist are able to pick ONE (1) shirt (any style) from the pre-approved colors. A flyer for approved color is provided. The limit for each shirt has been approved for \$35, you may select a higher cost shirt, but you will be required to pay the difference. You may also substitute/swap a shirt for outerwear that is within the approved limit or pay the difference.

SECTION 7 UNION RIGHTS

Employees have the right to TEAMSTERS representation at any meeting with representative(s) of GCTD which, in the employee's opinion, may result in disciplinary action. The TEAMSTERS representation shall be an available TEAMSTERS steward or **TEAMSTERS representative**. The employee shall not unreasonably delay such a meeting.

Article 7.1 REASONABLE NOTICE

- A. Except in cases of emergency, GCTD shall provide advance notice to TEAMSTERS of any intended significant change to any rule, procedure or practice which falls within the scope of bargaining.
- B. Reasonable written notice (normally not less than seven calendar days) shall be given to TEAMSTERS of any proposed rule, resolution or regulation directly relating to matters within the scope of representation, as defined in California Government Code Section 3505, prior to the time it is presented to the Board of Directors for consideration, or, if not a matter of Board policy, prior to implementation. If TEAMSTERS, within two business days of receiving such written notice, requests to meet and confer on the proposal, such a meeting will be held within fourteen calendar days of the request unless time is extended by mutual agreement. The meeting will be held prior to implementation or presentation to the Board.

In cases of emergency (defined as an unforeseen combination of circumstances that calls for immediate action and which does not occur with a degree of regularity) when the Board of Directors determines that a rule, resolution, or regulation must be adopted immediately without prior notice or meeting with TEAMSTERS, GCTD shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such a rule, resolution or regulation for reconsideration of the matter.

Article 7.2 ACCESS TO PREMISES

GCTD agrees that TEAMSTERS representatives and/or stewards shall have reasonable access to the work premises for the purpose of investigating, processing, and/or resolving grievances, providing that TEAMSTERS representatives and/or stewards enter the main entrance to the GCTD Administrative Offices and prior to proceeding beyond the lobby area, duly notify the Director in the area visiting and Director of Human Resources. It is agreed by GCTD and TEAMSTERS that grievances may be processed during working hours subject to the provisions that the mission and operation of GCTD are not unreasonably interrupted or interfered with, nor unsafe conditions are created by such activity. It is agreed that officers/stewards shall be permitted to conduct a reasonable amount of TEAMSTERS business regarding grievances during working hours without loss of pay; and that the union may appoint one (1) steward per every thirty (30) TEAMSTERS employees. TEAMSTERS may use GCTD facilities to conduct meetings subject to and in accordance with applicable GCTD rules, policies, guidelines, and availability.

Article 7.3 STEWARD ADMINISTRATIVE LEAVE

GCTD shall authorize the use of the employee's vacation accrual time up to an aggregate total of thirty-two (32) hours per year for use by the TEAMSTERS steward(s) to attend any employer-employee relations seminars, union conferences or official business of the Union. Time off for this purpose may take priority over other employees' non- bid vacation requests which have not yet been approved. Granting such time

off requests will be at the discretion of the Department Director based on GCTD's needs and requirements.

Article 7.4 BULLETIN BOARD

GCTD shall supply a glass enclosed bulletin board to provide suitable display space for Local 186. Keys to the TEAMSTERS' Bulletin Board will be in the custody of the Local Business agent and GCTD. Postings by Local 186 on such board is to be confined to official business on Union Letterhead, International Brotherhood of Teamsters mandatory postings and/or Teamsters Information Terminal Accounting Network (TITAN) messages to the Union. The District will provide one (1) bulletin board per bargaining unit.

Article 7.5 D.R.I.V.E

GCTD agrees to deduct from the paycheck of all employees covered by this MOU voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his paycheck on a biweekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a salary/wages. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted with the name of each employee on whose behalf a deduction is made and the amount deducted from the employee's paycheck.

Article 7.6 LAYOFFS

It is agreed that during the term of this MOU if layoffs occur TEAMSTERS and GCTD will meet and discuss the impacts of the actions. Seniority, as defined herein will govern the order of layoffs within any job classification. Any employee scheduled for layoff in the employee's current position that has held another position in a TEAMSTERS Unit within the past two years may bump back into their most recently held position and reacquire seniority in that position based on their hire date into that position.

Employees in this unit experiencing a layoff will be entitled to a continuation of health benefits beyond the normal cancellation of benefits by signing up for COBRA.

Article 7.7 LABOR-MANAGEMENT MEETINGS

GCTD and TEAMSTERS agree to schedule and hold as practical regular labor-management meetings at a time and day mutually agreeable to both parties, to discuss current labor management issues. Both GCTD and TEAMSTERS agree to make a best effort to schedule and attend this meeting but acknowledge that this may not always be possible.

The labor-management meeting shall be comprised of no more than two (2) TEAMSTERS members and two (2) Directors; additional participants may attend by mutual agreement.

Article 7.8 AUTOMATION AND TECHNOLOGICAL CHANGES

The Employer shall have the right to introduce new technologies, including artificial intelligence and automation, to improve business operations. Should such technology result in the modification of any job duties, the Employer will provide at least forty-five (45) days' advance written notice to the Union. The Employer shall consult with the Union to discuss the impact, and, where feasible, offer affected employee's opportunities for reassignment or retraining for available positions of comparable pay and benefits. No employee shall be laid off solely as a direct result of technological change, except through attrition, or upon mutual agreement between the Employer and the Union as defined by existing Layoff procedures. The joint labor-management committee shall meet as needed, to review proposed technology changes, training needs, and implementation plans. GCTD retains the exclusive right to restructure job classifications, determine the number of staff needed in each classification, evaluate performance standards, and own all data and work produced by AI systems, provided such changes comply with this Agreement. Disputes arising solely from the introduction of technology shall be subject to grievance procedures.

SECTION 8 CLOSING

Article 8.1 TERM OF MEMORANDUM

The term of this Memorandum is 02/04/2026 through 06/30/2028. Either party may serve the other, in writing, at any point after 03/31/2026, with a request to open negotiations for a successor MOU.

Article 8.2 PEACEFUL PERFORMANCE

TEAMSTERS agrees that neither TEAMSTERS, its officers, its agent, nor any of the employees covered by this MOU will cause, engage in, sanction, or support any job action, including but not limited to a work slowdown, work stoppage, strike, sick-out, or any other interference with the work and statutory functions or obligations of the GCTD or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment, nor shall TEAMSTERS or any employee covered by this MOU honor any similar job action of any other employee or group of employees of GCTD or any union or association by withholding or refusing to perform services for GCTD. In the event an employee violates this provision, GCTD may immediately terminate any such employee without any appeal process for the employee. GCTD agrees there shall be no lockouts made by GCTD.

Article 8.3 SUCCESSORS AND ASSIGNEES

This **MOU** shall be binding upon the successors and assignees of the parties hereto, and no provisions contained in this MOU shall be modified in any respect by either party.

Article 8.4 FULL UNDERSTANDING MODIFICATION AND WAIVER

A. The provisions of this Memorandum of Understanding, together with those salary ranges and working conditions within the scope of bargaining in existence prior to this MOU, which are not changed by this Memorandum, shall constitute the salaries and working conditions for the employees during the term of the Memorandum of Understanding.

B. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its rights, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of the Memorandum of Understanding.

C. The parties hereto have participated jointly in the negotiation and drafting of this MOU. In the event an ambiguity or question of intent or interpretation arises, this MOU shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this MOU.

D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the Board of Directors.

E. The waiver of any breach, term or condition of this memorandum by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Wage Table	Reservationist / Dispatcher						
	Step	Step	Step	Step	Step	Step	Step
COLA Upon Teamsters Ratification	1	2	3	4	5	6	7
January 18th, 2026	\$ 55,660	\$ 57,330	\$ 59,049	\$ 60,821	\$ 62,646	\$ 64,525	\$ 66,461
	\$ 26.76	\$ 27.56	\$ 28.39	\$ 29.24	\$ 30.12	\$ 31.02	\$ 31.95
COLA Effective							
Wednesday, July 1, 2026	\$ 57,469	\$ 59,193	\$ 60,969	\$ 62,798	\$ 64,682	\$ 66,622	\$ 68,621
	\$ 27.63	\$ 28.46	\$ 29.31	\$ 30.19	\$ 31.10	\$ 32.03	\$ 32.99
COLA Effective							
Thursday, July 1, 2027	\$ 58,618	\$ 60,377	\$ 62,188	\$ 64,054	\$ 65,975	\$ 67,954	\$ 69,993
	\$ 28.18	\$ 29.03	\$ 29.90	\$ 30.79	\$ 31.72	\$ 32.67	\$ 33.65
*Note: Employees eligible for step increase annually on date of hire anniversary, subject to <u>performance review</u> .							

Jed Johnson
Assistant to Principal Officer/
Business Representative
Teamsters 186

Date _____

Vanesas Rauschenberger
General Manager
Gold Coast Transit District

Date _____



Item #15

Date February 6, 2026

To GCTD Board of Directors

From Marlena Kohler, Procurement Manager & DBE Officer
Vanessa Rauschenberger, General Manager

Subject Hold a Public Hearing to Consider Approval of Resolution 2026-02 and Authorize the General Manager to Sign Agreements with Distributed Solar Projects, LLC for Solar Services

Executive Summary

GCTD staff have utilized a cooperative procurement process thru the School Project for Utility Rate Reduction (SPURR) to initiate a solar panel project, which if approved would help to reduce GCTD's energy costs. For this item Kevin Flanagan, SPURR Program Manager, will provide a brief overview of the project. Jake Hoheim from DSD Renewables will also be available to answer questions. Following the presentation, it is recommended that the Board take the following actions:

- Hold a public hearing and consider the following action to adopt findings required by California Government Code Section 4217.12 A: **Adoption of Resolution 2026-02 making findings that the cost of the proposed solar photovoltaic energy system to be designed, constructed and operated pursuant to the terms of an energy services agreement with Distributed Solar Projects, LLC, will be less than the anticipated marginal cost to the authority of electrical or other energy that would have been consumed by the district if such project was not completed.**
- Authorize the General Manager to work with GCTD's legal counsel to finalize and sign the agreements to implement the project with Distributed Solar Projects, LLC (DSD Renewables).

Background

For the past year, staff have been researching ways for the District to increase sustainability and reduce electricity costs. As a part of their research, District staff reached out to School Project for Utility Rate Reduction (SPURR), a California-based joint powers authority of over 300 public agencies, which operates a variety of cooperative procurement programs, including the Renewable Energy Aggregated Procurement (REAP) Program.

The REAP Program is an innovative aggregated procurement program that leverages the collective purchasing power of SPURR's large public agency membership to secure transparent, pre-negotiated solar and energy storage project pricing and terms to be made available to SPURR members and other Eligible Entities. The REAP program allows members and Eligible Entities to take advantage of SPURR's statewide competitively-bid RFP to procure solar energy and battery storage. The District, as a public agency, is an Eligible Entity and is therefore able to participate in the REAP program. The REAP Program has been trusted by over 75 public agencies to contract for solar and energy storage at hundreds of sites across California.

GOLD COAST TRANSIT DISTRICT

The proposed project, once complete will cover most of the public and employee parking lots at the front entrance of the facility located at 1901 Auto Center Drive, with additional canopies over the relief car parking lot. It is anticipated that the panels would result in generation of approximately 90% of GCTD's energy needs. The canopy systems, proposed for this project, would provide the benefit of shaded parking, enhanced LED lighting to provide additional security at night, thereby resulting in additional usefulness beyond the financial and sustainability benefits of the project alone.

[illegible]

The proposed project will include a total capacity of 583 kW of solar generation located at 1901 Auto Center Drive. The project will result in an 90% total energy offset. It is estimated this offset will provide over \$16,100 in first year utility bill savings, and approximately \$1,522,117 in savings over the life of the 25-year agreements.

The District has worked with DSD Renewables, which was the winner of the REAP Program RFP, to propose Power Purchase Agreement (PPA) rates for the project. Included in the PPA rate calculations are all costs to design, finance, construct, implement, operate, and maintain the solar PV and energy storage systems for the term of the agreement. Since all costs are built into the PPA rates, there are no upfront costs to the District. The PPA includes a 0% escalator, so rates will remain the same for the entire twenty-five (25) years of the agreement. The proposal also

includes system operations and maintenance for the life of the agreement to support a performance guarantee of 92%.

Utilizing the REAP Program will result in significant cost savings to the District over the life of the project and include favorable contract terms and conditions such as a performance guarantee, a fixed 25-year PPA rate, lifetime system operations and maintenance, District ownership of all project environmental attributes, and no money out-of-pocket from the District. The pricing and terms secured through the REAP Program are competitive in the marketplace and will allow the District to save time and money by not having to duplicate efforts, and benefit from SPURR's large-scale buying power.

Under the recommended Power Purchase Agreement (PPA), DSD Renewables would finance, design, construct, implement, operate, and maintain the solar PV, system from which the District would receive and purchase energy from DSD Renewables at specified, pre-negotiated rates.

Based on the specifications of GCTD's site, GCTD's PPA rate pricing and projects specifications are outlined below. Rates of \$.1665/kWh would be locked in for 25-years, and GCTD would receive energy credits associated with the project. DSD will be responsible for operating and maintaining the system and will compensate GCTD if the system's production falls below the 92% production guarantee included in the agreement..

Exhibit A – Pricing, Cost Savings and Project Overview

PPA Pricing & Specs		Project Overview	
Solar PV DC Capacity	583	<ul style="list-style-type: none">GCTD receives all Renewable Energy Credits associated with the project0% Escalator on PPA means energy rates are locked in for 25 yearsProject will take advantage of Safe Harboring to secure the federal Investment Tax Credit for solar before it expires in JulySavings assumes conservative 2% escalation in SCE charges annuallyDSD responsible for all O&M, included in the PPA rateOffers a 92% production guarantee for energy produced, DSD will compensate GCTD if production falls below that	
Solar PV AC Capacity	492		
Y1 kWh Production	969,284		
PPA Rate, 0% esc. (\$/kWh)	\$0.1665		
Estimated Y1 PPA Savings	\$16,100		
Estimated Lifetime Savings	\$1,522,117		
10% Higher PPA			
PPA Rate, 0% esc. (\$/kWh)	\$0.1832		
Estimated Y1 PPA Savings	-\$38		
Estimated Lifetime Savings	\$1,142,860		

Pursuant to Government Code section 4217.12, a public agency may enter into an energy service contract on terms that its governing body determines are in the best interests of the public agency if the determination is made at a regularly scheduled public hearing, public of notice of which is given at least two weeks in advance, and the governing body finds the anticipated cost to the public agency for the thermal or electric energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public

agency of the thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases.

As of the date of this board report, GCTD and DSD have finalized all of the substantive terms of the Power Purchase Agreement, however, there are several minor technical items that staff and legal counsel are working to finalize that do not impact the cost or cost savings from the project. Furthermore, GCTD will be entering into a Solar Energy System Easement Agreement that provides access to GCTD property for the installation and operation of the solar system and carports. The form of Easement Agreement will need to be finalized by legal counsel for GCTD, but no substantial changes are anticipated. Due to tight deadlines in connection with the ability of the District to take advantage of tax credits, staff is requesting the Board to authorize the General Manager to finalize the agreements with the assistance of legal counsel. The notice to proceed will only be issued once the General Manager signs final agreement.

Recommendation

For this item it is recommended that the board consider the following actions:

- Hold a public hearing and consider the following action to adopt findings required by California Government Code Section 4217.12 A: **Adoption of Resolution 2026-02 making findings that the cost of the proposed solar photovoltaic energy system project to be designed, constructed and operated pursuant to the terms of an energy services agreement with Distributed Solar Projects, LLC, will be offset and will be less than the anticipated marginal cost to the authority of electrical or other energy that would have been consumed by the district if such project was not completed.**
- Authorize the General Manager to work with GCTD's legal counsel to finalize and sign a Power Purchase Agreement, Easement Agreement and any ancillary documents necessary for the project with Distributed Solar Projects, LLC (DSD Renewables).

General Manager's Concurrence



Vanessa Rauschenberger
General Manager

Attachments

- ***Resolution 2026-02***
- ***Draft Final PPA Agreement***
- ***Easement Agreement Form***

**BEFORE THE GOVERNING BOARD OF
GOLD COAST TRANSIT DISTRICT
RESOLUTION NO. 2026-02**

**RESOLUTION MAKING FINDINGS ON ENERGY SAVINGS
AND DETERMINING OTHER MATTERS IN CONNECTION WITH
ENERGY SERVICE AGREEMENTS**

WHEREAS, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

WHEREAS, Gold Coast Transit District ("District") desires to reduce the steadily rising costs of meeting the energy needs at its facilities; and

WHEREAS, the District proposes to enter into power purchase agreements ("Power Purchase Agreements") and related contract documents with **Distributed Solar Projects, LLC**, ("Vendor") for facilities at the District's real property sites, pursuant to which Power Purchase Agreements Vendor will design, construct, and install on District property solar photovoltaic facilities and arrange with the local utility for interconnection of the facilities, which will generate and store energy for the sites on which such facilities are located;

WHEREAS, Vendor has provided the District with analysis showing the financial and other benefits of entering into the Power Purchase Agreements, which analysis is attached hereto as Exhibit A and made part hereof by this reference; and

WHEREAS, Exhibit A includes data showing that the anticipated cost to the District for the electrical energy provided by the solar photovoltaic facilities will be less than the anticipated cost to the District of electrical energy that would have been consumed by the District in the absence of such measures; and

WHEREAS, Vendor was the selected vendor for School Project for Utility Rate Reduction's ("SPURR") Renewable Energy Aggregated Procurement ("REAP") Program, a competitive statewide solar and energy storage request for proposals ("RFP") process, and the District adopts the REAP Program's competitive process as its own.

WHEREAS, the District proposes to enter into (i) a Power Purchase Agreement for the installation and operation of the Solar PV system, carport and related facilities, (ii) an Easement Agreement to provide access to GCHD property for the activities contemplated in the Power Purchase Agreement, each in substantially the form presented at this meeting, as well as any related ancillary documents, each subject to such changes, insertions or omissions as the **General Manager** reasonably deems necessary following the Board's adoption of this Resolution; and

WHEREAS, pursuant to Government Code section 4217.12, this Board held a public hearing, public notice of which was given two weeks in advance, to receive public comment; and

WHEREAS, the Power Purchase Agreement and the Easement Agreement are in the best interests of the District; and

WHEREAS, the District's proposed approval of the Power Purchase Agreement and the Easement Agreement is a "Project" for purposes of the California Environmental Quality Act ("CEQA"); and

WHEREAS, the Guidelines for CEQA, California Code of Regulations Title 14, Chapter 13 ("State CEQA Guidelines"), exempt certain projects from further CEQA evaluation, including the following: (1) projects consisting of the new construction or conversion of small structures ("Class 3 Exemption"; Cal. Code Regs., tit. 14, § 15303); (2) projects consisting of the construction or placement of minor accessory structures to existing facilities ("Class 11 Exemption"; Cal. Code Regs., tit. 14, § 15311); and (3) projects consisting of minor additions to existing schools ("Class 14 Exemption"; Cal. Code Regs., tit. 14, § 15314), and the Project is categorically exempt under one or more of such exemptions; and

WHEREAS, the Project does not involve any of the following and so is eligible for a categorical exemption as described above under State CEQA Guidelines section 15300.2:

- (a) the cumulative impact of successive projects of the same type in the same place, which over time are significant;
- (b) an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances;
- (c) a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway;
- (d) a hazardous waste site which is included on any list compiled pursuant to Section 65962.5 of the Government Code; and
- (e) a project which may cause a substantial adverse change in the significance of a historical resource; and

WHEREAS, Public Resources Code, section 21080.35 (added by Stats.2011, c. 469 (S.B.226), § 3), statutorily exempts from CEQA evaluation the installation of a solar energy system, including associated equipment, on the roof of an existing building or at an existing parking lot; and

NOW, THEREFORE, based upon the above-referenced recitals, the Board hereby finds, determines and orders as follows:

1. The terms of the Power Purchase Agreement, the Easement Agreement and any related ancillary documents are in the best interests of the District.

2. In accordance with Government Code section 4217.12, and based on data provided by Exhibit A, the Board finds that the anticipated cost to the District for electrical energy provided by the Power Purchase Agreement will be less than the anticipated cost to the

District of electrical energy that would have been consumed by the District in the absence of the Power Purchase Agreement.

3. The Board hereby approves the Power Purchase Agreement in accordance with Government Code section 4217.12.

4. The District's **General Manager** is hereby authorized and directed to negotiate any further changes, insertions and omissions to the Power Purchase Agreement and the Easement Agreement as they reasonably deems necessary, and thereafter to execute and deliver the Power Purchase Agreement and Easement Agreement following the Board's adoption of this Resolution. The District's **General Manager** is further authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and said agreements.

5. The Project hereby found to be exempt from the requirements of CEQA pursuant to the Class 3, Class 11 and Class 14 Exemptions, as described above.

6. The Project is hereby found to be exempt from the requirements of CEQA pursuant to Public Resources Code, section 21080.35 (added by Stats.2011, c. 469 (S.B.226), § 3), as described above.

7. District staff are hereby authorized to file and process a Notice of CEQA Exemption for the Project in accordance with CEQA and the State CEQA Guidelines, and the findings set forth in this resolution.

The foregoing Resolution was adopted at a meeting of the Board of the Gold Coast Transit District on December 3, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed,

Chair, GCTD Board of Directors

CERTIFIED TO BE A TRUE AND CORRECT COPY:

Clerk of the Board
Gold Coast Transit District

Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser:	Gold Coast Transit District	Seller:	[DSD SPE], LLC
Name and Address	1901 Auto Center Dr, Oxnard, CA 93036	Name and Address	[DSD SPE], LLC 200 Harborside Drive, Suite 200 Schenectady, NY 12305
Phone	805-483-3959	Phone	+1 518-380-3770
Fax		Fax	
E-mail	vanessa@gctd.org	E-mail	jennifer.gerrard@dsdrenewables.com
Facility Ownership	Purchaser [x] owns [] leases the Facility. List Facility Owner, if different from Purchaser: _____	Additional Seller Information	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in **Exhibit 2** (the “**Solar System**”) and installed at Purchaser’s facility and/or surrounding property described in **Exhibit 5** (collectively, the “**Facility**”). The Solar System and all Structural Components (as defined in **Exhibit 2**) of the Solar System are collectively referred to herein as the “**System**.”

The exhibits listed below are incorporated by reference and made part of this Agreement.

<u>Exhibit 1</u>	Basic Terms and Conditions
<u>Exhibit 2</u>	System Description
<u>Exhibit 3</u>	General Terms and Conditions
<u>Exhibit 4</u>	Purchaser’s Termination Payment Schedule
<u>Exhibit 5</u>	Legal Description of Facility Real Property
<u>Exhibit 6</u>	Production Guarantee

Purchaser:

Signature: _____

Printed Name:

Title:

Date: _____

Seller:

Signature: _____

Printed Name:

Title:

Date: _____

Exhibit 1
Basic Terms and Conditions

1. **Initial Term:** Twenty-Five (25) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** One five (5) year period following the end of Initial Term.
3. **Environmental Attributes:** Accrue to Purchaser.
4. **Energy Rate:**

For the Initial Term: Commencing on the Commercial Operation Date, Purchaser shall pay to Seller monthly an amount for each kWh of electricity multiplied by the prices as shown on **Exhibit 3, Attachment A** for each respective calendar Year.

For any Additional Term: For any Additional Term that the Parties opt to exercise, the price for each kWh of electricity will be set at the then fair market value of electricity, which shall be determined at such time based upon the price of electricity for an installed solar system comparable to the System, including with respect to the System's then remaining useful life.

5. **Outside Installation Commencement Date:**], which is the outside date by which the conditions (listed in Section 6.a of the General Terms and Conditions) to Seller installing the System and selling electricity to Purchaser must be satisfied.
6. **Anticipated Commercial Operation Date:**
7. **Purchaser Options to Purchase System:** As set forth in Section 18.b of the General Terms and Conditions.
8. **System Installation:**

Includes:	<p><input checked="" type="checkbox"/> System design, engineering, permitting, installation (including construction and trenching), monitoring, rebate application paperwork (if applicable), and ongoing maintenance and operations.</p> <p><input checked="" type="checkbox"/> Interconnection upgrade allowance of five cents (\$.05) per watt of Solar PV DC capacity (anticipated to be \$29,150).</p> <p><input checked="" type="checkbox"/> California prevailing wage compliance</p> <p><input checked="" type="checkbox"/> If applicable, any grant funds procured by Purchaser for the System will be applied as a prepayment of the PPA rate with a \$.0080/kWh credit for each \$100,000.</p>
Excludes:	<ul style="list-style-type: none">• Except as expressly set forth herein, unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to the Facility or utility electrical infrastructure in excess of interconnection upgrade allowance, payment bonds, performance bond(s), tree removal, or tree trimming or other vegetation removal; parking area renovations (re-striping, resealing, repaving, traffic flow modifications, etc.); removal/disposal of hazardous materials including asbestos; habitat mitigation; conditional use permits, special use permits, or environmental impact reports; roof replacement or repair; Facility upgrades to satisfy any Americans with Disabilities Act non-compliance that existed and was required to be resolved pursuant to applicable law prior to installation of the System; structural upgrades to buildings; network and/or data services upgrades; installation of data wiring for monitoring kiosks or display screens; and third party inspector costs (Division of the State Architect, Inspector of Record, Laboratory of Record, etc.);• Storm water drainage issues and or new storm water management systems;• Temporary Site lighting

Exhibit 2
System Description

1. **System Location:** 1901 Auto Center Dr, Oxnard, CA 93036
2. **Delivery Point:** The Point of Interconnection as depicted on the Facility and System Layout in Exhibit 2, Attachment A.
3. **Solar System Size (DC kW):** 583
 - a. Based on the final design and engineering process, Seller shall have the right to increase or decrease the size of the Solar System by up to three percent (3%) by written notice to Purchaser without Purchaser's approval. Increases or decreases in the size of the Solar System greater than three percent (3%) by Seller shall be subject to Purchaser's prior written approval, such approval which shall not be unreasonably withheld, conditioned, or delayed.
4. **Expected First Year Solar System Energy Production (kWh):** 999,687
 - a. Subject to reasonable and proportionate change based on final design and engineering. Any alterations in design or engineering resulting in greater than a ten percent (10%) increase or decrease in the Expected First Year Energy Production shall be subject to Purchaser's prior written approval, such approval which shall not be unreasonably withheld, conditioned, or delayed.
5. **Expected Structural Components:** The Solar System will be mounted on solar shade structures with adequate clearance for the parking of Purchaser commuter buses in a parking lot at the System Location, with underground conduit from such structures to Purchaser's main electrical panel (collectively "Structural Components"). Pillars for the shade structures will include safety bollards to the extent necessary to protect from collision with buses.
6. **Expected Solar System Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Manufacturer: Q Cells Model: Q.PEAK DUO XL-G11S.3 / BFG 595 (595W) or Tier I equivalent	Quantity: 980
7. **Expected Solar System Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Manufacturer: Chint Power or Tier I equivalent Model: CPS SCA25KTL-DO-R/US-480 or 36kW, 50kW, 60kW equivalents	Quantity: 11
8. **Facility and System Layout:** See **Exhibit 2, Attachment A**
9. **Utility:** Southern California Edison (SCE)
10. **Applicable Purchaser Utility Tariff as of Effective Date:** TOU-8-D, Clean Power Alliance Lean Power

11. **Anticipated Purchaser Utility Tariff after System Installation: TOU-8-E, Clean Power Alliance Lean Power**
12. **Anticipated Inflation Reduction Act Investment Tax Credit Level: 40%**
13. **Anticipated CPUC Self-Generation Incentive Program (SGIP) Rebate (if applicable): N/A**

Exhibit 2
Attachment A:
Facility and System Layout

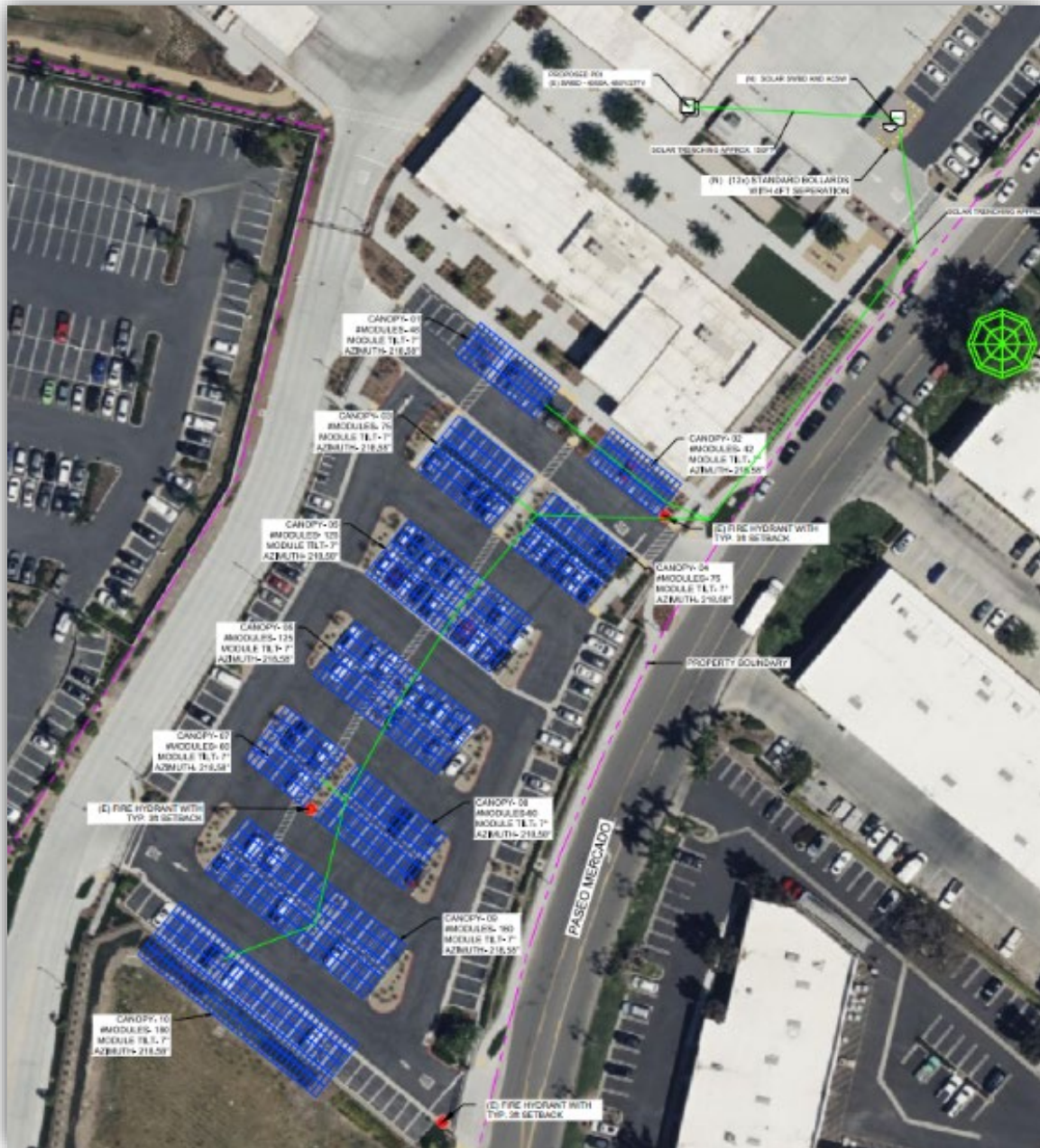


Exhibit 3
Solar Power Purchase Agreement
General Terms and Conditions

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, (i) all of the electric energy generated by the Solar System during the Initial Term and any Additional Term (each as defined in **Exhibit 1**, and collectively the “**Term**”), regardless of Purchaser’s ability to use such energy; provided, however, that Seller shall not be required to sell, and Purchaser shall not be obligated to purchase, electric energy generated by the Solar System in any Guarantee Period in excess of one hundred ten percent (110%) of the Forecast Production for Guarantee Period set forth in **Attachment A** to **Exhibit 6** for such Guarantee Period. Electric energy generated by the Solar System will be delivered to Purchaser at the Delivery Point identified on **Exhibit 2**. Purchaser shall take title to the electric energy generated by the Solar System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser acknowledges that Purchaser’s electric energy requirements at the Facility may exceed the output of the Solar System, and in such event Purchaser may purchase electric energy for the Facility from other sources. Any purchase, sale and/or delivery of electric energy generated by the Solar System prior to the Commercial Operation Date but after the Utility has granted permission to operate the System shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the purchase, sale and/or a delivery of such test energy. Purchaser may not resell any of the electrical energy generated by the Solar System. For purposes of this Agreement, engaging in net billing pursuant to the California Public Utilities Commission’s (“CPUC”) net billing tariff, established pursuant to CPUC Decision 22-12-056, dated December 15, 2022 (“the **NBT Program**”) or other similar program offered by the Utility is not deemed to be resale of energy.
3. **Term and Termination.**
 - a. **Initial Term.** This Agreement is effective as of the Effective Date. The initial term of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement (“**Initial Term**”). The “**Commercial Operation Date**” is the date Seller gives Purchaser written notice that the System is mechanically complete, has received permission to operate from the Utility, and is capable of delivering electric energy to the Delivery Point. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser’s request, Seller shall give Purchaser copies of certificates of completion or similar documentation from Seller’s contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at the Facility (the “**Utility**”), as set forth on **Exhibit 2**.
 - b. **Additional Term.** If Purchaser (i) has not exercised its option to purchase the System prior to the end of the Initial Term and (ii) desires to extend this Agreement on the terms and conditions set forth herein, Purchaser shall notify Seller at least one hundred twenty (120) days and not more than one hundred eighty (180) days prior to the expiration of the Initial Term of its desire to extend this Agreement for the length of any Additional Term specified in **Exhibit 1** (an “**Additional Term**”) (such notice, an “**Extension Notice**”). Seller shall promptly determine an Energy Rate for such Additional Term based on the then fair market value of electricity, which shall be determined at such time based upon the price of electricity for an installed solar system and services comparable to the Solar System including without limitation a solar system of comparable remaining useful life, and shall propose revisions to **Exhibit 4**, **Exhibit 6**, and **Exhibit 7** to account for such Additional Term. If Purchaser and Seller agree on the Energy Rate and revisions to **Exhibit 4**, **Exhibit 6**, and **Exhibit 7** proposed by Seller for an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term on the same terms and conditions as set forth in this Agreement except at the new agreed-upon Energy Rate and pursuant to the agreed revisions to **Exhibit 4**, **Exhibit 6**, and **Exhibit 7**, which shall be memorialized in a written notice from Seller to Purchaser. If Purchaser does not agree to the Energy Rate determined by Seller or to the revisions to **Exhibit 4**, **Exhibit 6**, and **Exhibit 7** proposed by Seller within ninety (90) days of Seller proposing the same, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) and Seller shall remove the System at Seller’s cost in accordance with **Section 13**.
4. **Billing and Payment.**

- a. **Monthly Charges.** Purchaser shall pay Seller on a monthly basis for the electric energy generated by the Solar System and delivered to the Delivery Point at the \$/kWh rate for the applicable Contract Year (as defined below) as shown in this **Exhibit 3, Attachment A** (the “**Energy Rate**”). Purchaser shall make monthly payments for energy equal to the applicable Energy Rate multiplied by the aggregate number of kWh of energy delivered by the Solar System during the applicable month, as measured by the System Meter. Purchaser acknowledges that Seller shall have the right for accounting convenience to apply the amount of consideration (as such term is defined in the Easement Agreement) then owed by Seller (as Grantee) to Purchaser (as Grantor) for the easements on the portions of the Facility necessary to install, operate and maintain the System, as detailed in the Solar Energy System Easement Agreement executed between the Parties concurrently herewith (the “**Easement Agreement**”) as a credit off-set against the monthly payments payable by Purchaser pursuant to this **Section 4.a** or any other amounts payable by Purchaser under this Agreement. “**Contract Year**” means the twelve (12) month period beginning at 12:00 AM on the Commercial Operation Date, and at 12:00 AM on each subsequent anniversary of the Commercial Operation Date, and ending at one past 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date; provided that the first Contract Year shall begin on the Commercial Operation Date.
- b. **Monthly Invoices.** Seller shall invoice Purchaser monthly, either manually or, if acceptable to Purchaser, through Automated Clearing House (“ACH”) as determined by Seller. Such monthly invoices shall state (i) the amount of electric energy produced by the Solar System and delivered to the Delivery Point, (ii) the Energy Rate applicable thereto, and other charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser. The Energy Rate includes ACH invoicing.
- c. **Taxes.** Purchaser shall be solely responsible for and pay any and all Taxes on or with respect to the energy generated by the Solar System or the transaction under this Agreement arising at or beyond the Delivery Point (including Taxes assessed on the sale, delivery, or consumption of the electric power generated by the Solar System). Purchaser shall further be responsible for and pay all Taxes which are assessed, levied, charged or imposed by any public authority against or relating to (i) the Facility and all improvements thereon (excluding the System), and/or (ii) the easement and other rights of use granted to Seller pursuant to the Easement Agreement. Seller shall be solely responsible for and shall pay all Taxes associated with the construction or installation of the System (including Taxes pertaining to the purchase and importation of materials and components necessary to construct the System); the energy generated by the System or the transaction under this Agreement arising up to the Delivery Point; ad valorem taxes and personal or real property taxes solely associated with the System; and pertaining to income, receipts, occupation, and any employer or employment-related Taxes, whether pertaining to Seller, its employees, Seller’s contractors or subcontractors, or Seller’s general business operations. For purposes of this **Section 4.c**, “**Taxes**” means any federal, state and local tax, including ad valorem, property (real and personal), occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller’s revenues due to the sale of energy under this Agreement, which shall be Seller’s responsibility.
- d. **Payment Terms.** All amounts due under this Agreement shall be due and payable by Purchaser to Seller on the date that is thirty (30) days from Purchaser’s receipt of Seller’s invoice. Any undisputed portion of the invoice amount not paid within the thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the Prime rate, as published in the *Wall Street Journal*, but not to exceed the maximum rate permitted by law.

5. Environmental Attributes.

Unless otherwise specified on **Exhibit 1**, Purchaser is the owner of all Environmental Attributes (each as defined below). Seller is entitled to the benefit of all Tax Incentives (as defined below), and Purchaser’s purchase of electricity under this Agreement does not include the right to Tax Incentives or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining the benefit of all Tax Incentives. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Tax Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. Notwithstanding the foregoing, Purchaser shall be entitled to participate in and retain any benefits from any NBT Program of the Utility.

During the Term, Seller shall establish and maintain a Western Renewable Energy Generation Information System (“WREGIS”) sub-account to register and track renewable energy certificates (RECs) associated with generation produced by the Solar System. Unless Purchaser prefers a different subaccount designation, RECs transferred into the WREGIS sub-account will be tagged by Seller as retired on behalf of Purchaser. Seller will provide Purchaser read-only access to the WREGIS sub-account and provide an annual report to Purchaser on the status of the RECs. Purchaser understands that if RECs are retired they cannot be used for any other purpose or ‘un-retired.’

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (c) the reporting rights to any Governmental Authority related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Tax Incentives. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

“Governmental Authority” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or any state public utility commission or governmental body with equivalent jurisdiction to regulate sales of electric power in connection with the System), or any arbitrator with authority to bind a party at law.

“Tax Incentives” means any and all (a) depreciation benefits, (b) investment tax credits, (c) production tax credits and (d) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. Conditions to Obligations.

- a. Conditions.** Seller’s obligation to install the System and sell electric energy generated by the Solar System to Purchaser are conditioned on the completion of the following conditions to Seller’s satisfaction on or before the Outside Installation Commencement Date (as defined on Exhibit 1):
- i. Seller shall have completed a physical inspection of the Facility including, structural engineering and geotechnical reviews to confirm the suitability of the Facility for the System;
 - (1) If subsurface excavation is necessary for the System, Seller shall have completed environmental due diligence with respect to the applicable site, as well as a customary search for underground utilities.
 - ii. Seller shall have received the Easement Agreement, any additional documents required thereunder, and any additional third-party approvals or agreements necessary for the System (such documents together with the Easement Agreement, the **“Real Property Documents”**) duly executed and delivered by Purchaser and any applicable third parties;
 - iii. Seller shall have received approval from Seller’s Financing Parties (as defined in Section 23.b) of Purchaser and each of (A) this Agreement, (B) the Real Property Documents and (C) the Construction Agreement (if any) for the System. **“Construction Agreement”** as used in this subsection means an agreement between Seller and any contractor or subcontractor to install the System;
 - iv. Seller shall have received results, satisfactory to Seller, of a recent search of Purchaser’s jurisdiction of all effective UCC fixture and real property filings that have been made with respect to the Facility, and will have obtained commitment from a title company acceptable to Seller to issue a title policy with endorsements satisfactory to Seller;;
 - v. Seller shall be satisfied that the System can reasonably be anticipated to be eligible for all applicable Tax Incentives based on the Outside Commercial Operation Date;
 - vi. Seller shall have obtained all necessary zoning, land use, environmental, building and other permits from the applicable Governmental Authority necessary for Seller to perform its obligations under this Agreement;

- vii. Seller shall have executed all necessary agreements with the Utility for interconnection of the System to the Facility electrical system and/or the Utility's electric distribution system; and
- viii. Seller shall have obtained such other information or completed such other matters as are reasonable consistent with Good Solar Industry Practices prior to mobilizing for construction of the System; and
- ix. Seller shall have received:
 - (1) Purchaser's approval of changes in accordance with Section 8.a (unless Purchaser has exercised its right of termination pursuant to Section 7(f));
 - (2) Proof of insurance for all insurance required to be maintained by Purchaser under this Agreement; and
 - (3) Written confirmation from any person holding a mortgage, lien or other encumbrance over the Facility, or any portion thereof, that such person will recognize Seller's rights to the System and under this Agreement.

b. Failure of Conditions. If Seller determines at any time prior to the Outside Installation Commencement Date that any of the conditions listed in subsections a.i. through a.viii. above will not be satisfied to Seller's reasonable satisfaction prior to the Outside Installation Commencement Date, Seller shall notify Purchaser of the same and the Parties shall attempt in good faith to negotiate new dates or other revisions to the terms of this Agreement or the Easement Agreement to satisfy or accommodate the anticipated failed conditions. If the Parties are unable to negotiate such new dates or other terms within thirty (30) days of Seller providing notice to Purchaser of the same, Seller may terminate this Agreement upon ten (10) days written notice to Purchaser and without any liability for such termination. If any of the conditions listed in subsections a.i through a.viii above are not satisfied by the Outside Installation Commencement Date, the Parties shall attempt in good faith to negotiate new dates or other revisions to the terms of this Agreement or the Easement Agreement for the satisfaction or accommodation of the failed conditions, or, if the Parties are unable to negotiate such new dates or other terms within thirty (30) days of the Outside Installation Commencement Date, either Party may terminate this Agreement upon ten (10) days written notice to the other Party and without any liability for such termination. If Purchaser fails to provide the documents set forth in subsection a.ix.1-3 by the Outside Installation Commencement Date, Seller shall notify Purchaser of such failure and Purchaser shall have ten (10) business days from the date of such notice to cure such failure. If Purchaser does not cure such failure as set forth in the preceding sentence, Seller shall have the right but, not the obligation, to terminate this Agreement and Purchaser shall pay all direct costs actually paid by Seller to a third party vendor or consultant, except to the extent such costs were incurred due to Seller's negligence, willful misconduct, or breach of this Agreement. Such direct costs shall be commercially reasonable for the service provided based on the location of the System and will be supported by reasonable documentation and shall not exceed Six Hundred Fifty Thousand Dollars (\$650,000.00). For the avoidance of doubt, such direct costs shall not include Seller's material procurement costs that would normally be incurred at or after Seller's issuance of its NTP (defined below).

c. Early Termination after the Outside Commercial Operation Date. If the System has not achieved its Commercial Operation Date within two hundred seventy (270) days of Anticipated Commercial Operation Date (as extended by Force Majeure events, third party delays, or as mutually agreed by the Parties) (the "**Outside Commercial Operation Date**") then either Party may terminate this Agreement upon ten (10) days written notice to the other Party and without any liability for such termination. Upon such event, Seller will remove the System and return the Facility to its original condition in accordance with Section 13 of this Agreement.

7. Seller's Rights and Obligations.

a. System Design and Finalization. Seller shall design and engineer the System (i) taking into consideration Purchaser's historical electrical generation requirements, (ii) based on inspections of the Facility and studies undertaken by Seller, and (iii) in compliance with any laws, governmental approvals or roof warranty provided by Purchaser to Seller. Seller shall prepare and submit to Purchaser the draft final specifications for the System, including product data on all equipment proposed for installation, as soon as possible following the Effective Date. The description of the System design shall be incorporated into Exhibit 2. The Purchaser shall review and provide comments or approve within ten (10) business days. If Seller is required to make material changes to the System design specifications set forth on Exhibit 2, then Purchaser shall have the right to review and approve such material changes prior to Seller's commencement of construction of the System; provided that Purchaser's consent to such changes will not be unreasonably withheld or delayed. If solar energy panels and other System assets documented in Exhibit 2 (such

panels and System assets, “**System Equipment**”) are not readily available when Seller installs the System, Seller may make substitutions of such System Equipment with materially similar components of similar quality as such System Equipment at Seller’s sole discretion; provided Seller shall obtain Purchaser’s prior consent for System Equipment substitutions that would materially affect the appearance or capacity of the System, or require a change to the Energy Rate. If the material change increases the costs that require an increase in the Energy Rate higher than the threshold set forth in Section 7(f), or results in a reduction in projected energy production in excess of twenty percent (20%), then the consultation and termination rights set forth in Section 7(f) shall apply. Upon the completion of System installation, Seller shall provide Purchaser with “as-built” drawings setting forth in detail the location of all components of the System. Purchaser and Seller agree to treat such plans and specifications as well as the “as-built” drawings as Confidential Information of Seller, in accordance with Section 24.a.

- b. **Permits and Approvals.** Seller shall use commercially reasonable efforts to obtain, at its sole cost and expense:
- i. any zoning, land use, environmental, building and other permits required to construct, install and operate the System; and
 - ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Facility electrical system and/or the Utility’s electric distribution system.
- c. **System Construction, Installation Repair and Maintenance.** Seller shall provide notice to Purchaser when the conditions to Seller’s obligations set forth in Section 6.a have been satisfied or waived by Seller and Seller is prepared to engage the EPC Contractor (as defined below) to commence installing the System (the “**Conditions Satisfaction Date**”). Seller or one of its affiliates (the “**EPC Contractor**”) shall construct and install the System at the Facility in accordance with Good Solar Industry Practices. All Structural Components will be constructed in accordance with the requirements of Applicable Law and Good Solar Industry Practices and Seller will correct any design or structural defects in the Structural Components. During the Term, Seller shall operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser’s or its contractor’s negligence or breach of this Agreement or the Easement Agreement (if applicable). Seller shall not be responsible for any work done by parties not engaged or hired by Seller on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller’s contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller’s contractors’ then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs.
- “**Good Solar Industry Practices**” means, with respect to the services being provided by Seller or its affiliate, or any other contractor or subcontractor pursuant to this Agreement, those practices, methods, equipment, specifications and standards of safety and performance (all consistent with Applicable Law), of which there may be more than one, and as the same may change from time to time, as are commonly provided for solar photovoltaic energy systems of a type and size similar to the System and in the same geographic region as the System that, at a particular time, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, would be expected to accomplish the desired result in a manner consistent with law, regulations, codes, standards, equipment manufacturer’s recommendations, reliability, safety, environmental protection, economy and expedition.
- d. **NBT Program.** The provisions in this Section only apply if participation in the NBT Program or a similar program is permitted by the Utility at the site. Seller shall use its commercially reasonable efforts to support Purchaser’s delivery and resale to the Utility of electrical energy pursuant to such program in accordance with applicable laws.
- e. **System Construction and Installation Progress Reports.** Seller shall cause the EPC Contractor to keep Purchaser informed on the progress of System construction and installation in a manner and on a schedule mutually agreed upon by Seller and Purchaser.
- f. **Unexpected Site or Facility Conditions.** If, after Seller has conducted reasonable due diligence and inspection of the Facility, Seller incurs material delays or material additional costs to re-design, construct, install or maintain the System due to (i) unforeseen conditions at the Facility or as a result of third parties, (ii) unforeseen groundwork at the site (including, but not limited to, excavation/circumvention of underground obstacles), (iii) Hazardous Substances at the site or Facility (as defined in Section 19.c.i), or (iv) the inaccuracy of any information provided by Purchaser and relied upon by Seller, then the Parties shall negotiate in good faith an equitable adjustment to the pricing, schedule and other terms of this Agreement to compensate Seller for the delays or costs incurred by Seller arising from such conditions. If the Parties are unable to mutually agree on such an equitable adjustment within sixty (60) days, either

Purchaser or Seller may terminate this Agreement and the Easement Agreement upon ten (10) day's written notice to the other Party without any cost or liability other than its removal obligations hereunder. Notwithstanding the foregoing, if the conditions subject of this subsection require an upward adjustment to the Energy Rate of ten percent (10%) or less, then Seller shall automatically be entitled to such upward adjustment. Such pricing adjustment shall be supported by reasonable documentation and memorialized in a written notice from Seller to Purchaser.

- g. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.
- h. **Suspension.** Notwithstanding anything to the contrary herein (and without limiting Seller's remedies under Section 15.b.i), Seller shall be entitled, in its sole discretion, to suspend delivery of electricity from the System to the Delivery Point (i) in the event of an emergency, including the presence of Hazardous Substances, (ii) for the purpose of maintaining and repairing the System or (iii) at the request of the Utility and, in each case of (i) through (iii) above, (a) such suspension of service shall not constitute a breach of this Agreement, (b) Seller shall have no liability for Purchaser to obtain electricity from other sources for the duration of such suspension, (c) Seller shall use commercially reasonable efforts to minimize any interruption in service to Purchaser, and (d) Purchaser will not be required to pay for any Deemed Delivered Energy during such suspension.
- i. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided, however, that such contractors and subcontractors shall (i) be duly licensed and provide any work in accordance with Good Solar Industry Practices and (ii) use commercially reasonable efforts to perform obligations under this Agreement while minimizing disruption to Purchaser's business and operations. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.
- j. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any third-party liens filed against the Facility or any portion thereof in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility.
- k. **Warranty Disclaimer.** NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. THE WARRANTY SET FORTH IN THIS AGREEMENT SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM REGARDING DEFECTS IN WORKMANSHIP, ANY SYSTEM EQUIPMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
- l. **Production Guarantee.** During the Initial Term of the Agreement, Seller guarantees that the Adjusted Energy Production of the System shall be no less than the Guaranteed Production, subject to the terms of Exhibit 6; provided that, notwithstanding anything to the contrary herein, Purchaser's only remedy for any failure of the System's Adjusted Energy Production to meet the Guaranteed Production shall be payment of the Shortfall Payment as set forth in Exhibit 6.¹
- m. **Compliance with Prevailing Wage Requirements.** The construction of the System is subject to the payment of prevailing wages pursuant to Section 1720.6 of the Labor Code. Seller will comply with all applicable requirements of the California Labor Code with respect to the payment prevailing wages in connection with this Agreement, including registration with the California Department of Industrial Relations.

¹ NTD: Upon request, prior to contract execution, Seller will provide Purchaser a copy of the PVsyst report used to generate the values in Exhibit 6.

8. Purchaser's Rights and Obligations.

- a. **System Design and Finalization.** In accordance with Section 7.a, Purchaser shall have the right to review and approve (i) material changes, if any, to the System design specifications set forth on Exhibit 2 prior to Seller's commencement of System construction and (ii) System Equipment substitutions that would materially affect the appearance or capacity of the System, or require a change to the Energy Rate. With respect to (i) and (ii) in the preceding sentence, Purchaser shall promptly review the applicable information and respond to Seller without delay (unless Purchaser has exercised its termination right pursuant to Section 7(f)).
- b. **Cooperation.** Purchaser shall (i) provide Seller and its subcontractors, consultants, agents and representatives with reasonable access to the Facility for the purpose of designing the System, including conducting related inspections and studies, and accessing relevant documents, materials and records of Purchaser in conjunction with such activities, (ii) cooperate with Seller's reasonable requests for information and access to the Facility for purposes of designing and installing the System and (iii) cooperate with all of Seller's requests to assist Seller in obtaining any necessary agreements, permits and approvals pursuant to Section 7.b. Purchaser's failure to provide such cooperation shall be a default under this Agreement subject to Section 15.c.
- c. **Maintenance of Facility.** Purchaser shall, at all times at Purchaser's sole cost and expense, maintain the Facility (not including any Structural Components) in good condition and repair. Regardless of whether maintenance and repairs are made in the ordinary course or in an emergency, all maintenance and repairs shall be carried out in a manner that minimizes the impact on the System. Purchaser is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Purchaser's equipment that utilizes the System's outputs. Except in the event of scheduled outages, a failure of the Facility to accept energy produced by the Solar System (whether due to a failure in Purchaser's electrical system, maintenance or otherwise will not excuse Purchaser from paying Seller for the energy production of the Solar System that, in Seller's reasonable estimation as provided below, would have been delivered to Purchaser from the operation of the Solar System in the absence of a failure of the Facility to accept the energy produced and delivered by the Solar System and compensating Seller for lost revenues or other benefits from Tax Incentives from such energy, including any Tax Incentives already claimed but subject to recapture (and any fees and penalties associated with such recapture) ("**Deemed Delivered Energy**"). Seller's estimation of energy production for the purposes of determining the Deemed Delivered Energy will be based on (a) past energy output delivery by the Solar System during a similar period and under similar conditions if such information is available or (b) if such information is not available, based upon any other relevant information or bases which may reasonably be available to Seller and used for such purpose in the circumstances and consistent with Good Solar Industry Practices. Notwithstanding the foregoing, Purchaser shall not be required to pay Seller for Deemed Delivered Energy for up to sixteen (16) daylight hours each year during which Purchaser actually performs required maintenance or other work on the Facility. Purchaser shall promptly notify Seller of any condition at the Facility of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.
- d. **No Alteration of Facility.** Purchaser shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Seller's prior written consent. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser's or its contractor's negligence or breach of this Agreement or the Easement Agreement, and Seller shall not be responsible for any such damage. To the extent that temporary disconnection or removal of the System is necessary for Purchaser to perform such alterations or repairs, such work and any replacement of the System after completion of Purchaser's alterations and repairs, shall be done by Seller or its contractors at Purchaser's cost, and Purchaser shall pay Seller for Deemed Delivered Energy during any time that the System is not operating due to such disconnection. All of Purchaser's alterations and repairs shall be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- e. **Interconnection and NBT or Similar Programs.** Purchaser shall be entitled to participate in and retain any benefits from any NBT Program or similar program of the Utility. If Purchaser elects to participate in a such a program, Purchaser shall (i) sign all documentation required for such program, (ii) ensure that the Facility remains interconnected to the Utility grid at all times if necessary to participate in such program, (iii) not take any action, or fail to take any action, which prevents participation in such program, and (iv) comply with all laws applicable to such program.
- f. **Liens.** Except in accordance with Section 23.a, Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or

with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim.

- g. **Security.** Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks and risks that should have been known by Purchaser. Purchaser shall not conduct activities on, in or about the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
- h. **Tenant Purchaser Notices.** If Purchaser is a lessor of the Facility (including any ground lease underlying a Facility), Purchaser shall provide to Seller immediate written notice of (i) receipt of notice of eviction from the Facility, (ii) termination of Purchaser's lease of the Facility, and (iii) a breach of any of the Real Property Documents that could reasonably be expected to lead to an eviction if such breach was not cured.
- i. **Insolation.** Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation and shall not construct or install, or knowingly permit to be constructed or installed, any alterations, modifications or improvement to the Facility or any other property owned or controlled by Purchaser or an affiliate of Purchaser that interferes with or blocks the System's Insolation. In addition to the foregoing, Purchaser shall not permit the growth of foliage that interferes with or blocks System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System's existing Insolation levels. The Parties agree that (i) reducing Insolation would irreparably injure Seller, (ii) such injury may not be adequately compensated by an award of money damages, and (iii) Seller is entitled to seek specific enforcement of this Section 8.i against Purchaser.
- j. **Data Line.** If available to Purchaser, Purchaser shall provide Seller a high speed internet data line that meets Seller's minimum performance requirements during the Term to enable Seller to receive and monitor data regarding electric energy generation and other System information, including site level energy load data. If Purchaser fails to provide such high speed internet data line, or if such line ceases to function and is not repaired, Seller shall make commercially reasonable efforts to manually download such data from the System's data acquisition system and/or inverters, as applicable. If such data cannot be obtained through commercially reasonable efforts as set forth in the preceding sentence, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 4. If the high speed internet data line described in this subsection is not available to Purchaser, Seller shall install and rely upon its own cellular modem for internet access; provided, however, that in the event cellular service at the location of such modem is insufficient to reliably support such modem, Purchaser and Seller shall negotiate in good faith revisions to this Agreement and/or the Easement Agreement to enable alternative, commercially-reasonable means of obtaining internet access sufficient to support the functionality described in the first sentence of this subsection.
- k. **Breakdown Notice.** Purchaser shall notify Seller within twenty-four (24) hours upon Purchaser becoming aware of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Purchaser shall notify Seller immediately upon (i) an interruption in the supply of electrical energy from the System; or (ii) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.
- l. **OSHA Compliance.** Purchaser and Seller will ensure that all applicable OSHA requirements and other similar applicable safety laws or codes are adhered to in its performance under this Agreement.

9. **Change in Law.**

"Change in Law" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation); or (iii) a change in any Utility rate schedule or tariff approved by any Governmental Authority which, in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or

other performance of Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations.

If any Change in Law occurs that (a) is generally applicable to similarly situated electric generating facilities and (b) increases the capital, financing, operating or maintenance costs of the System, or otherwise has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall negotiate in good faith an equitable adjustment to the Energy Rate to compensate Seller for such increased costs over the remainder of the Term. If the Parties are unable to mutually agree on such an equitable adjustment within sixty (60) days, then Seller may terminate this Agreement and the Easement Agreement upon thirty (30) day's written notice to Purchaser without any cost or liability other than its removal obligations hereunder.

10. Relocation of System.

If Purchaser ceases to conduct business operations at the Facility, or otherwise vacates the Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same Utility district as the terminated System or in a location with similar Utility rates and Insolation, in each case reasonably acceptable to Seller. Purchaser shall provide written notice to Seller at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. The Parties shall negotiate in good faith the terms and conditions of such System relocation, including the costs of relocation and any necessary adjustments to the Energy Rate for redesign or Insolation. Purchaser's inability to provide a substitute facility for relocation of the System on terms acceptable to Seller will be treated as a Default Event by Purchaser pursuant to Section 15.a.iv.

11. [Reserved].

12. [Reserved]

13. Removal of System at Expiration.

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than one hundred and eighty (180) days after the expiration of the Term; provided, however, Purchaser shall bear all costs and expenses of Seller's removal of the System if removal is necessary due to a Default Event of Purchaser. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of the System; provided, however, Seller shall not be required to remove (i) any sub-surface supports, anchors, penetrations, conduits or other similar ancillary equipment which were installed by Seller if, in Seller's reasonable judgment, the removal of such supports, anchors, penetrations, conduits or other similar ancillary equipment would cause harm and damage to the Facility, and (ii) any underground foundations or underground or buried conduits and cabling installed by Seller on or about the Facility. In no case shall Seller's removal of the System affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Seller shall leave the Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space at no expense to Seller for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal. Seller agrees to provide the following means of assurance for Seller's removal obligations contained in this Agreement for the purpose of covering the costs to remove the System from the Facility: a decommissioning bond in an aggregate face amount of \$0.25 per watt dc of installed capacity at the System, procured by Seller no later than one hundred eighty (180) days prior to the end of the Initial Term or, if applicable, the Additional Term. Upon Purchaser's request, Seller shall provide evidence of such decommissioning bond to Purchaser.

14. Metering, Measurement and Ownership of Data.

- a. **System Metering and Measurement.** Seller shall install one or more revenue grade bidirectional meter(s) (the "System Meter"), as Seller deems appropriate, at or immediately before the Delivery Point to measure the output of the Solar System, as provided in the System design in Exhibit 2. The System Meter shall (i) meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility and (ii) provide and preserve a continuous flow of data to Seller twenty-four (24) hours per day. Seller shall maintain the System Meter in accordance with industry standards. If the System Meter's operation is interrupted at any time for any reason, or is found to be inaccurate and in need of repair or replacement, Seller shall make commercially reasonable efforts to manually download production data from the System's data acquisition system and/or inverters, as applicable. If such

data cannot be obtained through such commercially reasonable efforts, Purchaser will pay invoices to Seller using the Deemed Delivered Energy estimation process for such period of interruption, or if such period of interruption is not known, for the period from the last test of the affected System Meter that shows it to have been operating properly through the date upon which the System Meter is corrected, provided that such period shall in no event be longer than one (1) year. If the Deemed Delivered Energy estimation process is used for billing purposes as set forth in this Section 14.a and actual production data subsequently becomes obtainable from the System's data acquisition system and/or inverters, as applicable, through commercially reasonable efforts, the amounts billed using the Deemed Delivered Energy estimation process will be revised to conform to such actual production data, if applicable, and Seller shall promptly credit Purchaser for any overpayment, or Purchaser shall promptly pay Seller for any underpayment, as the case may be. Subject to the terms of this Section 14(a), Seller shall make available to Purchaser, via a customer-facing portal or similar mechanism, fifteen (15) minute interval data reflecting the System's output in a given billing month. Seller may make such data available to Purchaser in arrears within a commercially reasonable period after such data becomes available to Seller.

- b. **Consumption Metering and Measurement.** Seller, or an affiliate of Seller, shall install one or more revenue grade meter(s) or similar equipment and such other equipment to support the revenue grade meter(s) (the "**Consumption Meter**") at the Facility to measure the energy use at the Facility, as Seller deems appropriate. The Consumption Meter shall provide and preserve a continuous flow of data to Seller twenty-four (24) hours per day. Seller shall install and maintain the Consumption Meter in accordance with industry standards. Purchaser will, at its own cost, have the right to audit the accuracy of Consumption Meter no more than once a year to ensure that it is accurately calculating energy production. If the meter is found to be off by more than two percent (2%), then Seller will pay the cost of the audit and provide adjusted invoices for the prior twelve (12) month period to correct for the error and Seller shall apply a credit for the total amount of the adjustments made on prorated basis to invoices issues over the subsequent twelve (12) month period.
- c. **Ownership of System Meter Data; License of Consumption Meter Data.** Seller shall own all data generated by the System Meter (the "**System Meter Data**"). Purchaser hereby grants to Seller and Seller's affiliates an irrevocable, exclusive license to collect and use all data generated by the Consumption Meter, if any, (the "**Consumption Meter Data**," and together with the System Meter Data, the "**Meter Data**") throughout the Term. Notwithstanding the foregoing, Purchaser shall have access to, and shall be permitted to use, Meter Data to the extent necessary for Purchaser to obtain Environmental Attributes. Seller shall make commercially reasonable efforts to make aggregated summaries of Meter Data available to Purchaser upon Purchaser's request for Purchaser's use in monitoring its energy consumption (provided, however, that Seller shall not be obligated to install any Consumption Meter or to generate Consumption Meter Data, and that Seller makes no representation or warranty regarding the accuracy of any Consumption Meter Data), and in educating the public regarding the energy consumption and/or cost savings attributable to the System.
- d. **Use of Meter Data.** Purchaser acknowledges that Seller may copy, reproduce, alter, aggregate, use, distribute and make available to third parties Meter Data to perform its obligations hereunder and otherwise to further its business purposes, including for research and development, data analysis, marketing, and to improve upon, develop and offer new products and service offerings, provided that if Seller distributes or makes available Meter Data to third parties that are not affiliates of Seller, such Meter Data shall be in a format that is aggregated and anonymized and does not directly or indirectly identify Purchaser or the Facility.

15. **Default, Remedies and Damages.**

- a. **Default.** Any Party, or the Party specifically indicated below, as applicable, that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed a "**Defaulting Party**" and each event of default shall be a "**Default Event**":
- i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within thirty (30) days following receipt of written notice from the other Party (the "**Non-Defaulting Party**") of such failure to pay;
 - ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;

- iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
- iv. The System's Adjusted Energy Production is less than seventy percent (70%) of the corresponding Forecast Production (as set forth on **Exhibit 6, Attachment A**) for a Guarantee Period, as such terms are defined on **Exhibit 6**.
- v. Purchaser loses its rights to occupy the Facility;
- vi. Purchaser ceases to conduct business operations at the Facility unless Purchaser and Seller agree on terms of a relocation of the System pursuant to **Section 10**;
- vii. a Party, or its guarantor, becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect;
- viii. Purchaser prevents Seller from installing the System or Purchaser otherwise performs or fails to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement; or
- ix. the Easement Agreement is terminated for any reason other than the election by Seller (exercised in Seller's sole discretion) or Seller otherwise loses its rights to occupy the Premises (as defined in the Easement Agreement) or any of the easements granted pursuant to the Easement Agreement.
- x. Purchaser fails to provide Seller with access to, on, over, under and across the Facility for the purposes of (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; or (b) performing all of Seller's other obligations under this Agreement and exercising any rights under the Easement Agreement.

b. Remedies.

- i. Remedies for Defaults. On the occurrence of a Default Event, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement or suspension of performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party following the occurrence of the Default Event. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event.
- ii. Seller Remedies Upon Termination for Purchaser Default. If Purchaser is the Defaulting Party and Seller terminates this Agreement, Seller may, in its sole discretion and upon not less than ten (10) days prior written notice to Purchaser, cease providing electric energy generated from the System to Purchaser and demand that Purchaser pay a termination payment to Seller (the "**Purchaser's Termination Payment**"). The Purchaser's Termination Payment shall be in accordance with **Exhibit 4**. In addition to Purchaser's Termination Payment, Purchaser shall also be liable for Seller's costs for System removal and the value of any Tax Incentives recaptured (and any fees and penalties associated with such recapture) as a result of the termination. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the Purchaser's Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. The Purchaser's Termination Payment shall not be less than zero.
- iii. Purchaser Remedies Upon Termination for Seller Default. If Seller is the Defaulting Party and Purchaser terminates this Agreement, then Seller shall remove the System at Seller's sole expense within one hundred eighty (180) days of the termination date.

- c. Purchaser Default Prior to Commercial Operation Date. If Purchaser fails to perform its obligations under this Agreement, including Purchaser's cooperation obligations under **Section 8.b**, (a) prior to Seller issuing its notice to proceed with construction of the System ("NTP") and prior to the Commercial Operation Date, or (b) after Seller has issued its NTP but prior to the

Commercial Operation Date, and in either case such failure continues for fifteen (15) days after notice thereof by Seller to Purchaser then, without limiting any remedy Seller may have under this Agreement or at law or in equity, Seller may terminate this Agreement upon notice to Purchaser and Purchaser shall pay to Seller all of Seller's costs and expenses incurred through the date of termination up to a maximum of (a) Six Hundred Fifty Thousand Dollars (\$650,000.00), if such failure occurs prior to Seller issuing its NTP and prior to the Commercial Operation Date, or (b) [\$], if such failure occurs after Seller has issued its NTP but prior to the Commercial Operation Date, in each instance including, without limitation, Seller's costs of inspecting the Facility, designing the System and any procurement, construction, and installation work on the System through the date of termination. Seller shall support its calculation of the foregoing costs and expenses with reasonable documentation.

16. Representations and Warranties.

a. General Representations and Warranties. Each Party represents and warrants to the other the following as of the Effective Date and the Conditions Satisfaction Date:

- i. Organization; Authority; Enforceability. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement has been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and does not violate any law; and this Agreement is a valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
- ii. Approvals; Compliance with Laws. Such Party has obtained all permits, licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws (including Environmental Laws) that relate to this Agreement in all material respects.

b. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller the following as of the Effective Date and the Conditions Satisfaction Date:

- i. Ownership of Facility and Other Agreements. Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
- ii. Accuracy of Information. All information provided by Purchaser to Seller, as it pertains to the Facility's physical configuration, Purchaser's planned use of the Facility, and Purchaser's estimated electricity requirements, is accurate in all material respects.
- iii. Purchaser Status. Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- iv. No Pool Use. No electricity generated by the System will be used to heat a swimming pool.
- v. Economic Sanctions and Anti-Money Laundering.
 - (1) Purchaser and its affiliates are and for the life of this Agreement shall remain in full compliance with all applicable AML Measures and Sanctions Measures (as defined below);
 - (2) Neither Purchaser nor any of its affiliates: (i) operate or do business relating to, or are organized under the laws of, an Embargoed Territory (as defined below); or (ii) for the life of this Agreement shall operate or do business relating to, or be organized under the laws of, an Embargoed Territory;
 - (3) Neither Purchaser nor any of its affiliates are Sanctioned Persons (as defined below);
 - (4) No monies that Purchaser pays to Seller under or in connection with this Agreement shall derive from: (i) an Embargoed Territory or a Sanctioned Person; (ii) activity in which a U.S. legal entity is generally forbidden to engage under Sanctions Measures; or (iii) any other unlawful activity

including, without limitation, activity that can constitute a predicate offense under an AML Measure; and

- (5) Seller shall have the right to suspend or terminate and forgo performance under this Agreement if:
- (i) Purchaser breaches or is in default with respect to this Section 16.b.v; or
 - (ii) Purchaser or any of its affiliates become a Sanctioned Person.

The following definitions shall apply with respect to this Section 16.b.v:

“**AML Measure**” means the USA PATRIOT Act or any other statute, executive order, regulation or other legal measure that imposes anti-money laundering legal requirements.

“**Sanctioned Person**” means (i) an individual who or entity that is on the OFAC List of Specially Designated Nationals and Blocked Persons or other list of sanctioned persons administered by OFAC, authorities of the European Union, or one or more of its member states; or (ii) an entity that is, directly or indirectly, at least fifty percent (50%) owned by one or more persons encompassed by clause (i) to the extent that Purchaser knows or has reason to know about such ownership circumstances.

“**OFAC**” means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

“**Sanctioned Person**” means (i) an individual who or entity that is on the OFAC List of Specially Designated Nationals and Blocked Persons or other list of sanctioned persons administered by OFAC, authorities of the European Union, or one or more of its member states; or (ii) an entity that is, directly or indirectly, at least fifty percent (50%) owned by one or more persons encompassed by clause (i) to the extent that Purchaser knows or has reason to know about such ownership circumstances.

“**Sanctions Measure**” means any statute, executive order, regulation or other legal measure that is administered by OFAC or that otherwise imposes legal requirements relating to embargoes or other economic sanctions.

- vi. Hazardous Substances. Except as disclosed to Seller, there are no Hazardous Substances that exist in the areas on or near the Facility where Seller or its subcontractors will undertake to install, operate, maintain or repair the System.
- vii. Due Authorization to Enter Agreement: Purchaser represents and warrants that it is duly authorized to execute this Agreement under applicable law and in conformity with Purchaser’s procurement requirements. If this Agreement is being entered pursuant to California Government Code Section 4217, Purchaser further represents and warrants that it has obtained all approvals and undertaken all other actions required to execute this Agreement under California Government Code Section 4217.

17. System and Facility Damage and Insurance.

a. System and Facility Damage.

- i. Seller’s Obligations. If the System is damaged or destroyed by casualty of any kind or any other occurrence other than by Force Majeure (as defined in Section 22.a) or Purchaser’s gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that (A) if the System is damaged or destroyed as a result of Purchaser’s or its contractor’s negligence or breach of this Agreement, such repair and restoration of the System shall be at Purchaser’s cost as provided in Section 7.c and (B) if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement and remove the System at Seller’s expense in accordance with Section 13, unless Purchaser agrees (i) to pay for the cost of such restoration of the System or (ii) to purchase the System “AS-IS” at the Fair Market Value (as defined in Section 18.c) of the System.
- ii. Purchaser’s Obligations. If the Facility is damaged or destroyed by casualty of any kind or any other occurrence other than Seller’s gross negligence or willful misconduct, such that the operation of the System and/or Purchaser’s ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser shall promptly repair and restore the Facility to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the Facility is destroyed during the Initial Term, Purchaser

may elect either (A) to restore the Facility or (B) to pay the Purchaser's Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement; provided further, that if Purchaser elects to restore the Facility under part (A), Purchaser shall be responsible for Deemed Delivered Energy from the date of the casualty or other occurrence until such time as the restoration of the Facility is completed.

b. Insurance Coverage. At all times during the Term, Seller and Purchaser shall maintain the following insurance:

- i. **Seller's Insurance.** Seller shall maintain (A) property insurance on the System covering "All Risks" perils during construction and for the full replacement cost of the System, except the perils of flood, earthquake and Windstorms (as defined in Seller's insurance policy), which will be subject to annual aggregates applying to the System in amounts to be determined by Seller, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) where applicable, employer's liability insurance with coverage of at least \$1,000,000 and (D) where applicable, workers' compensation insurance as required by law.
- ii. **Purchaser's Insurance.** Purchaser shall maintain (A) commercial general liability insurance for the Facility with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (B) property insurance on the Facility covering "All Risks" perils in an amount equal to the full replacement cost of the Facility; (C) business interruption insurance covering Purchaser's operations at the Facility; and (D) workers' compensation insurance covering all employees of Purchaser, as required by the laws of the State in which the Facility is located, and employers' liability coverage subject to a limit of no less than \$500,000 for bodily injury by accident per accident/\$500,000 for bodily injury by disease per employee/\$1,000,000 for bodily injury by disease policy limit.

c. Policy Provisions. All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the Party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party, provided, however, that Purchaser will have the option to provide insurance through a self-insured public agency risk pool. Each party shall name the other party as additional insured as respects commercial general liability and employers liability. Each party shall waive its rights of subrogation against the other party on all required policies including workers compensation where allowable by law.

- d. **Certificates.** Upon the other Party's request each Party shall deliver to the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

18. Ownership; Option to Purchase.

- a. **Ownership of System.** Throughout the Term, Seller shall be the legal and beneficial owner of the System at all times, and Seller shall be entitled to the benefit of all Tax Incentives of the System, and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility notwithstanding that certain portions of the System may otherwise qualify as fixtures due to the manner of installation of the System. Each of Seller and Purchaser agree that Seller (or the designated assignee of Seller permitted under Section 23) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it shall use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Facility which could reasonably be construed as prospectively attaching to the System as a fixture of the Facility, Purchaser shall provide a disclaimer or release from such lienholder. If Purchaser is the fee owner of the Facility, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Facility in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser shall obtain such consent from such owner. Without limiting the generality of the foregoing, Purchaser hereby waives any statutory or common law lien that it might otherwise have in or to the System or any part thereof and agrees that, notwithstanding the occurrence of a Default Event by Purchaser

under this Agreement beyond all applicable notice and cure periods (including those granted to Financing Parties), Seller or any Financing Party (or its designee) shall own and may remove the System from the Facility at any time.

- b. **Option to Purchase.** So long as Purchaser is not in default under this Agreement, Purchaser will have the option to purchase the System from Seller (each, a “**Purchase Option**”) at the end of the sixth (6th) Contract Year, at the end of the twelfth (12th) Contract Year, at the end of the Initial Term, or at the end of any Additional Term (each such date a “**Purchase Option Date**”) for a purchase price equal to the Fair Market Value (as defined in Section 18.c) of the System as of the Purchase Option Date. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the Purchase Option Date, and the purchase shall be completed on or before the Purchase Option Date.
- c. **Determination of Fair Market Value.** “**Fair Market Value**” means the greatest of: (i) the amount that would be paid in an arm’s length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, taking into account the present value of all associated future income streams expected to arise from the operation of the System for the remaining useful life of the System, including but not limited to the expected price of electricity, ability to generate Environmental Attributes, and Tax Incentives and factoring in future avoided costs and expenses associated with the System and assuming the System is able to generate revenue for the then-remaining term of the Agreement at a price equal to the then-applicable Energy Rate and thereafter for the remaining useful life of the System at a price equal to the then fair market price for solar energy generated from a similar system and (ii) Purchaser’s Termination Payment. The Parties shall select a mutually acceptable nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Seller shall transfer any warranties then in effect on System Equipment to Purchaser (if permitted under the applicable warranty documentation) and Purchaser shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

19. **Indemnification.**

- a. **General.** Each Party (the “**Indemnifying Party**”) shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the “**Indemnified Parties**”), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees (collectively, “**Liabilities**”) resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 16 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, the willful misconduct of, fraud by, or criminal conduct by the Indemnifying Party (or its contractors, agents or employees); provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, the willful misconduct of, fraud by, or criminal acts by the Indemnified Party; provided further, however, that nothing in this Section is intended to modify the limitations of Seller’s liability set forth in Section 20. In addition, each Party represents and warrants to the other that it has disclosed in writing all brokers, agents, or similar persons with whom such Party has dealt in connection with this Agreement, and that, except for such person(s) so disclosed, no broker, agent, or other person brought about this Agreement, and each Party agrees to indemnify and hold the other harmless from and against any claims by any other broker, agent, or other person claiming a commission or other form of compensation by virtue of having dealt with the Indemnifying Party with regard to this Agreement. This Section 19.a however, shall not apply to liability arising from any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by Section 19.c.
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “**Claim**”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such

time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 19.b unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 19.b for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.

- c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Facility of any Hazardous Substance (as defined in Section 19.c.i) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Facility of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Facility generally or any deposit, spill or release of any Hazardous Substance.
- i. **"Hazardous Substance"** means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any Environmental Laws, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.
- ii. **"Environmental Law"** means any applicable federal, state, municipal or local law, statute, rule, regulation, ordinance, code, judgment, decree or decision implementing any of the foregoing by any Governmental Authority relating to (A) the protection of the air, water, land or natural resources or (B) the generation, use, handling, treatment, storage, disposal and transportation of Hazardous Substances.

20. **Limitations of Liability.**

- a. **No Consequential Damages.** EXCEPT WITH RESPECT TO PAYMENT OF PURCHASER'S TERMINATION PAYMENT, OR IN CONNECTION WITH THIRD-PARTY INDEMNIFICATION CLAIMS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.
- b. **Actual Damages.** Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed an amount equal to Five Hundred Eighty Thousand Dollars (\$583,000.00) (such amount, the "**Seller Liability Cap**"). The provisions of this Section 20.b shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller must be brought within one (1) year after the cause of action accrues. The Seller Liability Cap will not apply to any actual insurance proceeds received in connection with insurance coverage required to be provided by Seller pursuant to Section 17(b)(i).

21. **Dispute Resolution.**

- a. **Negotiation.** The Parties, through their respective senior management, shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within twenty (20) business days after the date that a Party gives written notice of such Dispute to the other Party.
- b. **Arbitration.** In the event any Dispute is not settled to the mutual satisfaction of the Parties pursuant to Section 21.a above, the Dispute shall then be settled by final, binding arbitration pursuant to the U.S. Federal Arbitration Act, 9 U.S.C. Section 1 et seq., in accordance with the American Arbitration Association Commercial Arbitration Rules. The Parties shall mutually select one arbitrator. In the event the Parties are unable to agree on an arbitrator, an arbitrator will be appointed by the American Arbitration Association in accordance with its rules. All arbitration proceedings will take place in California. The arbitrator will be entitled to award monetary and equitable relief, including specific performance and other injunctive relief; provided, however, that only damages allowed pursuant to this Agreement may be awarded. Except as otherwise expressly provided in this Section 21.b, each Party will bear

the expenses of its own counsel and will jointly bear the expenses of the arbitrator. The Parties agree that the arbitrator will include, as an item of damages, the costs of arbitration, including reasonable legal fees and expenses, incurred by the prevailing party if the arbitrator determines that either (i) the non-prevailing Party did not act in good faith when disputing its liability hereunder to the prevailing Party or when initiating a claim against the prevailing Party; or (ii) the prevailing Party has had to resort to arbitration with respect to a substantially similar claim more than twice in any thirty-six (36) month period. Should it become necessary to resort or respond to court proceedings to enforce a Party's compliance with this Section 21.b, such proceedings will be brought in accordance with Section 26.a below. If the court directs or otherwise requires compliance herewith, then all costs and expenses, including reasonable attorneys' fees incurred by the Party requesting such compliance, will be reimbursed by the non-complying Party to the requesting Party.

- c. TO THE EXTENT ENFORCEABLE UNDER APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SELLER TO ENTER INTO THIS AGREEMENT.

22. Force Majeure.

- a. “**Force Majeure**” means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the Utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser's ability to make payment.
- d. If a Force Majeure event continues for a period of one hundred and eighty (180) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, the Party not claiming the Force Majeure event shall have the right to terminate this Agreement without fault or further liability to either Party (except with respect to amounts accrued but unpaid prior to termination).

23. Assignment and Financing.

- a. **Assignment.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Seller, (iii) assign this Agreement and the System to any entity through which Seller is obtaining financing or capital for the System (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller's obligations

hereunder by the assignee) and (v) assign this Agreement and the System to any assignee that (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement, or will contract with parties who have such experience and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. In the event of any such assignment, Seller shall provide notice of such assignment to Purchaser within thirty (30) days of such assignment and, with respect to an assignment pursuant to subsection 23.a(v) only, an attestation that, to Seller's reasonable knowledge, the assignee satisfies the requirements set forth in subsection 23.a(v). In the event of any assignment pursuant to this Section 23.a, Seller shall be released from all its liabilities and other obligations under this Agreement. However, any assignment of Seller's rights and/or obligations under this Agreement shall not result in any change to Purchaser's rights and obligations under this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

- b. **Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means a person or persons providing construction or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the System or, if applicable, any person to whom Seller has transferred the ownership interest in the System. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement or impose any material additional obligations on Purchaser. In connection with an assignment pursuant to Section 23.a, and within fifteen (15) business days after receipt of a written request by Seller, Purchaser agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.
- c. **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Seller or its affiliates by Financing Parties, that such Financing Parties may require that Seller or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the "**Successor Provider**"). Purchaser agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

24. **Confidentiality and Publicity.**

- a. **Confidentiality.** To the extent permitted by law, if either Party provides confidential information, including this Agreement, business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser's business ("**Confidential Information**") to the other Party or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other Party, the receiving Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, (A) a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, potential lenders and purchasers, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information), and (B) Meter Data shall be considered Confidential Information of Seller and not Purchaser, subject to Seller's obligations with respect to Meter Data as set forth in Section 14.b. Any recipient of Confidential Information pursuant to clause (A) above shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 24.a, except as set forth in Section 24.b. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 24.a by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of this Section 24.a. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the

exclusive remedies for a breach of this Section 24.a, but shall be in addition to all other remedies available at law or in equity.

- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena, (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority or lawful public records request, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.
- c. **Public Records Act.** Seller acknowledges that Purchaser is subject to certain disclosure obligations pursuant to a lawful request under the California Public Records Act, as governed by California Government Code § 7920 *et seq.*, but only in each case (a) where an exception from disclosure does not apply, (b) only to the extent, in the opinion of its counsel, such disclosure is required, and (c) with respect to any California Public Records Act Request, only after providing Seller at least five (5) days' written notice prior to Purchaser's disclosure during which time Seller may seek to obtain a protective order precluding such disclosure.

25. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and any related reporting rights. Notwithstanding the foregoing, Purchaser may, without Seller's consent, issue promotional or advertising materials regarding Purchaser's use of solar or renewable energy that do not identify Seller or any of its affiliates.

26. **Miscellaneous Provisions**

- a. **Choice of Law.** This Agreement will be governed by the laws of the State of California without giving effect to conflict of laws principles that would cause the laws of another jurisdiction to apply to this Agreement.
- b. **Attorneys' Fees.** The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.
- c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either Party may specify in writing. Each Party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- d. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- e. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained

or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

- f. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 13 of this Agreement.
- g. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the Solar System.
- h. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- i. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- j. **Forward Contract.** The transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
- k. **No Third Party Beneficiaries.** Except for assignees, Financing Parties, and Successor Providers permitted under Section 23, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- l. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 7.k (Warranty Disclaimer), Section 13 (Removal of System at Expiration), Section 15.b (Remedies), Section 16 (Representations and Warranties), Section 17.b (Insurance Coverage), Section 19 (Indemnification), Section 20 (Limitations of Liability), Section 21 (Dispute Resolution), Section 24 (Confidentiality and Publicity), Section 26.a (Choice of Law), Section 26.b (Attorneys' Fees), Section 26.c (Notices), Section 26.f (Non-Dedication of Facilities), Section 26.g (Service Contract), Section 26.h (No Partnership), Section 26.i (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 26.k (No Third Party Beneficiaries). The Parties acknowledge that if the Easement Agreement continues to be in full force and effect after the termination of this Agreement, the provisions of this Agreement that are cross-referenced in the Easement Agreement shall survive termination of this Agreement. Notwithstanding anything to the contrary herein, Purchaser acknowledges and agrees that a termination of this Agreement (whether pursuant to the terms thereof or otherwise) shall not affect the rights of Seller under the Easement Agreement or otherwise result in a termination of the Easement Agreement.

Exhibit 3
Attachment A
Prices for Initial Term

Contract Year	\$ per kWh
1	\$0.1665
2	\$0.1665
3	\$0.1665
4	\$0.1665
5	\$0.1665
6	\$0.1665
7	\$0.1665
8	\$0.1665
9	\$0.1665
10	\$0.1665
11	\$0.1665
12	\$0.1665
13	\$0.1665
14	\$0.1665
15	\$0.1665
16	\$0.1665
17	\$0.1665
18	\$0.1665
19	\$0.1665
20	\$0.1665
21	\$0.1665
22	\$0.1665
23	\$0.1665
24	\$0.1665
25	\$0.1665

End of Exhibit 3

Exhibit 4
Purchaser's Termination Payment Schedule

Contract Year	Termination Value ²
1	\$3,285,777
2	\$2,906,737
3	\$2,450,784
4	\$2,057,342
5	\$1,700,797
6	\$1,338,886
7	\$1,262,863
8	\$1,116,345
9	\$1,075,420
10	\$1,032,527
11	\$987,518
12	\$950,108
13	\$908,533
14	\$864,967
15	\$819,259
16	\$763,865
17	\$705,398
18	\$643,621
19	\$578,278
20	\$509,092
21	\$435,765
22	\$358,801
23	\$277,168
24	\$190,428
25	\$98,182

² Termination Value does not include the cost of System removal.

Exhibit 5
Legal Description of Facility Real Property

All that certain real property situated in the County of Ventura, State of California, described as follows:

Parcels 2 and 3 as shown and designated on that certain Lot Line Adjustment No. PZ-310-9 recorded November 28, 2007 as Instrument No. 20071128-00217773 of Official Records, in the City of Oxnard, County of Ventura, State of California, and being a portion of Lots 11 and 23 of Tract No. 4162, as per map recorded in Book 109, Pages 14 to 18 of Maps, in the Office of the County Recorder of said County.

Except therefrom an undivided one-half interest in and to all oil, gas, minerals and other hydrocarbon substances in and under said land, without, however, any right of surface entry thereon or within 550 feet of the surface, as reserved by Alvin L. Diedrich, et al, by deeds recorded April 17, 1969 in Book 3471 Page 62 and November 23, 1971 in Book 3471 Page 69 both of Official Records.

Also except therefrom the interest as reserved by MIC Oxnard, a California Limited Partnership, in deed recorded March 13, 1987 as Document No. 87-037250 of Official Records, which deed recites as follows:

"Reserving unto the grantor herein, an undivided one-half interest in and to all oil, gas, minerals and other hydrocarbon substances in and under said land without, however, any right of surface entry thereon or within 550 feet beneath the surface"

Assessor's Parcel Number: 144-0-141-045; 144-0-141-055; 144-0-141-075;

Exhibit 6
Production Guarantee

1. **Guarantee:** During the Initial Term of this Agreement, Seller guarantees that the Adjusted Energy Production for each Guarantee Period shall be no less than the corresponding Guaranteed Production set forth in **Exhibit 6, Attachment A**. If the Adjusted Energy Production is less than the Guaranteed Production for any such Guarantee Period (any such shortfall, measured in kWh, a “Shortfall”), then Seller may cure such Shortfall by crediting or paying to Purchaser, at Purchaser’s election, liquidated damages in the amount of the Shortfall Payment.
2. **Sole and Exclusive Remedy:** The Shortfall Payment shall be Purchaser’s sole and exclusive remedy for Seller’s failure to deliver the Guaranteed Production. The Parties agree that actual damages to Purchaser as the result of Seller’s failure to deliver the Guaranteed Production would be difficult to ascertain, and the Shortfall Payment is a reasonable approximation of the damages suffered by Purchaser as a result of any Shortfall. For the avoidance of doubt, the values set forth for “Forecast Production for Guarantee Period” in **Exhibit 6, Attachment A** are estimates only, and, except as the terms are used in calculating the Production Guarantee, Seller does not provide any other guarantee of production of electric energy by the Solar System.
3. **Certain Definitions:** The following definitions shall apply with respect to this **Exhibit 6:**

“**Adjusted Energy Production**” means, for each Guarantee Period, an amount, expressed in kWh, equal to the sum of (i) the total amount of electric energy actually delivered by Seller to the Delivery Point during such Guarantee Period, plus (ii) any Deemed Delivered Energy for the Guarantee Period, plus (iii) the Excused Production Losses for such Guarantee Period.

“**Forecast Production for Guarantee Period**” means, for each Guarantee Period, the gross amount of kWh set forth in **Exhibit 6, Attachment A** which reflects Seller’s estimate of the production of the Solar System over such Guarantee Period.

“**Excused Production Losses**” means, for each Guarantee Period, an amount, expressed in kWh, equal to the aggregate amount of reduction(s) in delivered electric energy during the Guarantee Period as a result of: (i) Force Majeure events, casualty events impacting the System, equipment failures that are the subject of a manufacturer warranty claim (including while such warranty claim is pending), and critical equipment failures (including, where such critical equipment requires replacement, the time to replace such critical equipment), provided that Seller continues to use commercially reasonable efforts to obtain resolution of such claim or replacement, as the case may be, and keeps Purchaser reasonably informed of the status of the same; (ii) lost production during the Guarantee Period when a fluctuation in the grid frequency or voltage causes the inverters or the System to disconnect from the grid (which is defined to be the system receiving power exported from the System); (iii) lost production during the Guarantee Period when a failure in the grid or utility-owned and maintained interconnection infrastructure (including substation equipment such as transformers, switches, and protective relays), or other grid or utility ordered curtailment issued for any reason other than an issue with the System, has prevented energy from being exported from the System; (iv) Scheduled Outages by Purchaser pursuant to **Section 8.c**; (v) actions or inactions by Purchaser not expressly permitted under this Agreement and not accounted for by Deemed Delivered Energy; (vi) new shading sources affecting the System, including, but not limited to, new construction and or foliage growth; or (vii) new or unmodeled soiling sources affecting the System, including, but not limited to, industrial pollutants, wild fires, and snow.

“**Guarantee Period**” means each consecutive three-year (3) period during the Initial Term, starting on the Commercial Operation Date and each successive three-year (3) anniversary of the Commercial Operation Date during the Initial Term of this Agreement; provided, however, the first year of the first Guarantee Period shall commence on the date that is sixty (60) days following the Commercial Operation Date, and the amount of Forecast Production and Guaranteed Production set forth in Attachment A of this Exhibit 6 shall be pro rated for such partial year; provided further, however, that the final Guarantee Period during the Initial Term shall be four (4) years in length and run from the twenty-first (21) anniversary of the Commercial Operation Date through the end of the Initial Term.

“**Guaranteed Production**” means, for each respective Guarantee Period, the gross amount of kWh set forth in **Exhibit 6, Attachment A**, which reflects ninety-two percent (92%) of the corresponding Forecast Production for Guarantee Period, which shall be adjusted for each Guarantee Period by the Weather Adjustment.

“**Shortfall Payment**” means, for each Guarantee Period, an amount equal to (i) the Shortfall multiplied by the average variable utility rate (in \$/kWh), less (ii) the Shortfall multiplied by the average Energy Rate for the Guarantee Period. The average variable utility rate for the Guarantee Period shall be calculated by summing all energy charges billed to the Purchaser by the Utility for electric energy delivered to the Facility during the Guarantee Period and dividing by the total number of kWh of electric energy delivered by the Utility to the Facility during the Guarantee Period. The calculation and payment of any Shortfall Payment will be done at the end of each Guarantee Period. The Shortfall Payment shall not be a negative number.

“Weather Adjustment” means adjustment to the Guaranteed Production values provided in Exhibit 6, Attachment A using local weather data as recorded by Seller in accordance with Good Solar Industry Practices during the corresponding Guarantee Period, and calculated as follows: The adjustment for each Guarantee Period shall be determined by calculating the ratio of solar insolation (in kWh/m²) recorded during the Guarantee Period divided by three times the annual solar insolation given in the meteorological weather file provided as input to the model used to generate the Forecast Production values for the Guarantee Period. If this ratio is less than one, the Guaranteed Production values shall be adjusted by multiplying by this ratio. Otherwise, the Guaranteed Production shall not be modified. The solar insolation used for this calculation shall be global horizontal insolation.

Attachment A to Production Guarantee

Production Guarantee Schedule

Guarantee Period	Forecast Production for Guarantee Period (kWh)*	Guaranteed Production (92% of Forecast Production) (kWh)*
Contract Years 1-3	2,984,091	2,745,363
Contract Years 4-6	2,939,553	2,704,389
Contract Years 7-9	2,895,680	2,664,025
Contract Years 10-12	2,852,461	2,624,264
Contract Years 13-15	2,809,888	2,585,097
Contract Years 16-18	2,767,950	2,546,514
Contract Years 19-21	2,726,638	2,508,507
Contract Years 22-24	2,685,943	2,471,067
Contract Year 25	886,376	815,466

* These values shall be updated in a notice from Seller following the Commercial Operation Date based on the final, as-built design and engineering of the System, subject to the same approval requirements set forth in Exhibit 2, Section 4.

SOLAR ENERGY SYSTEM EASEMENT AGREEMENT

This SOLAR ENERGY SYSTEM EASEMENT AGREEMENT (the “**Agreement**”) is made and entered into as of February [], 2026 (the “**Effective Date**”), by and between [DSD SPE], LLC, a Delaware limited liability company (“**Grantee**”) and Gold Coast Transit District (“**Grantor**”). Grantee and Grantor are sometimes hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Grantor is the fee owner of that certain real property with the street address of 1901 Auto Center Drive in the City of Oxnard, County of Ventura, California as further described on **Exhibit A** attached hereto (“**Property**”). The Property includes administrative and operations buildings (collectively, the “**Buildings**”) with an adjacent parking lot for employees and the public (“**Parking Lot**”). The Parking Lot and the Buildings are collectively referred to herein as the “**Facility**”.

B. Grantee is in the business of installing and operating solar power facilities and selling electric energy generated from such facilities.

C. Grantee is seeking to sell energy, renewable energy credits or other products from the System (as defined below).

D. Grantor wishes to grant to Grantee, and Grantee wishes to receive from Grantor, certain easements described in Section 1.1(a) for the purpose of enabling Grantee’s installation and operation of a solar panel system to be situated on carport structures within the Parking Lot as more particularly described as the System on **Exhibit B** attached hereto (“**System**”), all on the terms and conditions set forth below (collectively, the “**Transaction**”).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE I GRANT OF EASEMENTS

1.1 Premises; Title

(a) Grantor hereby grants to Grantee, for a term coterminous with the Term (as defined in Section 2.1), (i) an exclusive easement and right on, about, over, and across the portions of the Parking Lot more particularly described as the Premises on **Exhibit B** attached hereto (“**Premises**”) to construct, use, and maintain the System (“**System Easement**”); (ii) a non-exclusive easement and right on, about, over and across the Parking Lot and as necessary for interconnection with the System, the electrical and utility rooms of the Building), to construct, use and maintain the System in the easement areas indicated on **Exhibit B** (“**Transmission Easement**”); together with (iii) a nonexclusive easement for access to the Premises, the Transmission Easement and the System across, over or through the Parking Lot and any surrounding or adjacent area owned or leased by Grantor which is necessary or convenient to gain access to the Premises, the Transmission Easement and/or the System (“**Access Easement**”); and with (iv) the sole and exclusive easement and right to evaluate, develop, capture, use and convert all solar energy resources found on, about, over, across and at the Premises, including the sole and exclusive right to the free and unobstructed insolation and flow of solar energy resources on, about, over and across the Parking Lot to the System (“**Solar Development Easement**”); and with (v) the right to use Grantor’s electric service for construction, installation, repairs and maintenance work, and Grantor’s water service for cleaning the System. Grantor further grants to Grantee, for a term coterminous with the Term, an exclusive use and right to install and operate the System at the locations designated in **Exhibit B** (which Exhibit, as amended from time to time, shall be incorporated herein by this reference). Grantor acknowledges that the Solar Development Easement, including, the free and unobstructed access to sunlight (“**Insolation**”), and the ability to connect the System to the grid for purposes of the sale of power produced by the System, are essential to the value to Grantee of the interests granted hereunder and are a material inducement to Grantee in entering into this Agreement. Accordingly, Grantor hereby agrees that the preceding grants of the System Easement, the Transmission Easement, the Access Easement and the Solar Development Easement (including, the right to Insolation and the free and unobstructed flow of solar energy resources on, about, over and across the System) are essential to Grantee’s use and enjoyment of the Premises and operation of the System.

(b) Grantee’s rights under this Agreement, the System Easement, and the Transmission Easement include the right for Grantee, in its discretion and without further act or consent of Grantor, to grant to any

utility provider the right to construct, own, operate and maintain such utilities through, on, over and/or under the Transmission Easement and/or Premises as reasonably necessary for Grantee to interconnect the System to the grid, with such grant to be pursuant to any standard form of easement or other agreement used or proposed by the utility. Without limiting the foregoing, if requested by Grantee or such utility provider, Grantor shall (A) provide an easement coterminous with the Term (as the same may be extended) to allow the local utility provider to install such utility or utilities through, on, over and/or under the Transmission Easement and/or Premises as reasonably necessary for Grantee to interconnect the System, and (B) execute a utility interconnection agreement or other documents to permit Grantee to interconnect the System to the electrical system of the Facility and transmit power to the utility or utilities either directly or through the electrical system of the Facility, and sell power to the utility or other purchasers or Grantors; provided, however, that (i) Grantor's failure to execute any such agreement shall not invalidate or void any rights granted by Grantee to such utility provider pursuant to the preceding sentence, and (ii) in furtherance of the foregoing obligations of Grantor, Grantor hereby appoints Grantee as Grantor's true and lawful attorney-in-fact, in its name or in Grantee's name, with full power and authority to enter into any such agreement for and on behalf of Grantor and to bind Grantor to the terms of any such agreement, which power of attorney is coupled with an interest and shall be irrevocable. Grantor confirms that it has the ability to allow Grantee to install and operate the System in such manner and locations.

(c) Any PPA Sections that are referenced and incorporated herein shall survive the termination of the PPA. As used in this Agreement, the term "PPA" shall refer to one or more electricity sales contract(s) for the sale of energy, renewable energy credits or other products from the System entered into by Grantor and Grantee. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the PPA. Except as otherwise expressly set forth herein, any reference to "PPA Section" shall mean and refer to the cited section contained in Exhibit 3 to the PPA.

(d) Nothing contained herein will prevent Grantor from placing other electrical generation, including solar, hydrogen or other fuel cells, or battery storage facilities within the boundaries of the Property or on the Buildings, provided, however, that no such facilities will interfere with the operation of the System or the rights granted to Grantee as set forth herein. In particular, no rooftop installation on the Buildings will interfere with the insolation to the System in the Parking Lot. Grantee will reasonably cooperate with Grantor, at Grantor's expense, with respect to access to any interconnection with the local utility within the Property that may be necessary to enable such other electrical generation facilities.

1.2 Quiet Enjoyment. Grantor warrants that Grantee shall peaceably hold and enjoy the System Easement, the Transmission Easement, the Access Easement, the Solar Development Easement and any and all other rights granted by this Agreement for the entire Term without hindrance, interruption, suit, trouble or interference of any kind by Grantor or any other person or entity claiming (whether at law or in equity) by, through or under Grantor. Grantor shall protect and defend the right, title and interest of Grantee hereunder from any other rights, interests, title and claims. Without limiting the generality of the foregoing, Grantee shall have quiet and peaceful possession of the easements granted herein and the exclusive right of occupancy of the Premises, and shall be permitted to access the Premises and the Transmission Easement twenty-four (24) hours a day, seven (7) days a week throughout the Term of this Agreement. Grantor shall not grant any licenses, easements, leases, or rights of way, whether recorded or unrecorded, which could reasonably be expected to interfere with Grantee's use of the easements set forth herein to develop, design, construct, install, own, operate, maintain, or remove the System or otherwise engage in any activity contemplated herein.

1.3 Covenants Running with the Land. The burdens of the System Easement, the Transmission Easement, the Access Easement, and the Solar Development Easement shall run with and against the Property during the Term and any extension of the Term, and shall be binding upon Grantor and its successors, permitted assigns, employees and agents. The System Easement, the Transmission Easement, the Access Easement, and the Solar Development Easement shall inure to the benefit of Grantee and its successors, permitted assigns, employees and agents. Grantor hereby consents to the recording of such easements and appoints Grantee as Grantor's true and lawful attorney-in-fact, in its name or in Grantee's name, with full power and authority to take all such steps as may be necessary to effectuate such recording (at Grantee's own expense) for and on behalf of Grantor and to bind Grantor to the terms of any such recording, which power of attorney is coupled with an interest and shall be irrevocable.

ARTICLE II TERM AND CONSIDERATION

2.1 Term. The initial term of this Agreement (the “**Initial Term**,” and together with any extension(s), the “**Term**”) shall begin on the Effective Date and shall expire on the last day of the month which is twenty-five (25) years from the Commercial Operation Date (as defined in the PPA); provided, however, that the Term of this Agreement shall be automatically extended if the term of the PPA is extended. Notwithstanding the foregoing, Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time and for any reason during the Term. Following any such termination, except for rights and obligations that expressly survive termination as set forth herein, neither party shall have any further liability under this Agreement.

2.2 Consideration. The consideration given by Grantee for the grant of easements set forth in this Agreement is the set of obligations under the PPA, which are conditioned upon this grant. The Parties hereby agree and acknowledge that good and sufficient consideration is given for and in this Agreement for all covenants, terms, and conditions herein and related hereto.

ARTICLE III OPERATIONAL PROVISIONS

3.1 Incorporation of Select PPA Terms. Except as otherwise expressly provided in this Agreement, the terms, provisions, and conditions contained in the PPA that are expressly incorporated in this Agreement are made a part hereof as if herein set forth at length, Grantor being substituted for “Purchaser” under the PPA, Grantee being substituted for “Seller” under the PPA, and this Agreement being substituted for “Agreement” under the PPA. Notwithstanding the foregoing, unless expressly incorporated herein the terms and provisions of the PPA are not made a part hereof and following the termination of the PPA, Grantee shall not be bound by or obligated to perform any of the obligations of Seller under and pursuant to the provisions of the PPA.

3.2 [Reserved].

3.3 Maintenance and Alteration of Parking Lot. At all times during the Term of this Agreement, Grantor agrees to the following, which shall apply irrespective of the expiration or earlier termination of the PPA:

(a) Cooperation. Grantor shall (i) provide Grantee and its subcontractors, consultants, agents and representatives with reasonable access to the Premises, and to the extent necessary for the interconnection, the Buildings, for the purpose of designing the System, including conducting related inspections and studies, and accessing relevant documents, materials and records of Grantor in conjunction with such activities, (ii) cooperate with Grantee’s reasonable requests for information and access to the Parking Lot and Buildings for purposes of designing and installing the System and (iii) cooperate with all of Grantee’s requests to assist Grantee in obtaining any necessary agreements, permits and approvals, including (x) any zoning, land use, environmental, building and other permits required to construct, install, operate and maintain the System and (y) any agreements and approvals from the Utility necessary in order to interconnect the System to the Facility electrical system and/or the Utility’s electric distribution system.

(b) Maintenance of Facility. Grantor shall, at all times at Grantor’s sole cost and expense, maintain the Parking Lot in a manner sufficient to structurally support the System (including repaving as necessary to preserve the integrity of any conduit that is below the surface of the Parking Lot), as well as the electrical equipment within the Facility that is necessary for the sale of the System’s electrical output.

(c) Security. Grantor shall be responsible for using commercially reasonable efforts to maintain the physical security of the Parking Lot and the System against known risks and risks that should have been known by Grantor. Grantor shall not conduct activities on, in or about the Parking Lot that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. Grantee acknowledges that the Parking Lot is fenced with gated entry requiring key card access outside of normal business hours and that no further physical security measures are anticipated to be necessary.

3.4 [Reserved].

3.5 Assignment and Financing.

(a) Assignment. This Agreement may be assigned under the same conditions, and to the same extent, as set forth in PPA Section 23.a (“Assignment”).

(b) **Financing.** The Parties acknowledge that Grantee may obtain construction and long-term financing or other credit support from one or more Financing Parties. “**Financing Parties**” means a person or persons providing construction or permanent financing to Grantee in connection with construction, ownership, operation and maintenance of the System or, if applicable, any person to whom Grantee has transferred the ownership interest in the System. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 3.5(a), and within five (5) business days after receipt of a written request by Grantee, Grantor agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.

(c) **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Grantee or its affiliates by Financing Parties, that such Financing Parties may require that Grantee or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the “**Successor Provider**”). Grantor agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

3.6 [Reserved].

3.7 [Reserved].

ARTICLE IV DEFAULT

4.1 Grantee Event of Default. Each of the situations set forth below shall constitute a breach of this Agreement by Grantee (each a “**Grantee Event of Default**”), and shall entitle Grantor to exercise the remedies set forth in this Agreement: (i) failure by Grantee to pay any payment due hereunder, where such failure to pay continues for a period of ninety (90) days after Notice of such non-payment from Grantor; or (ii) failure by Grantee to comply with any of the material provisions of this Agreement and, unless otherwise expressly provided for hereunder, such failure to comply continues for more than forty-five (45) days from the date on which Grantor provides Notice of such breach to Grantee; provided that such forty-five (45) day period shall be extended by such longer period of time as may be reasonably necessary for Grantee to cure such breach if such breach cannot reasonably be cured within a forty-five (45) day period so long as Grantee is diligently pursuing such cure. Upon each occurrence of a Grantee Event of Default, and after expiration of all applicable Notice and cure periods, Grantor may at any time subsequent to such breach and at its discretion take such action as provided for in this Agreement or as may be available to Grantor at law or in equity.

4.2 Grantor Event of Default. Each of the situations set forth below shall constitute a breach of this Agreement by Grantor (each a “**Grantor Event of Default**”), and shall entitle Grantee to exercise the remedies set forth in this Agreement: (i) Grantor prevents Grantee from installing the System or Grantor otherwise performs or fails to perform in a way that prevents the delivery of electric energy from the System; (ii) Grantor loses its right to occupy the Facility; (iii) Grantor is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement and this Agreement is rejected or otherwise terminated in any such action; or (iv) failure by Grantor to comply with any of the material provisions of this Agreement and, unless otherwise expressly provided for hereunder, such failure to comply continues for more than forty-five (45) days from the date on which Grantee provides Notice of such breach to Grantor; provided that such forty-five (45) day period shall be extended by such longer period of time as may be reasonably necessary for Grantor to cure such breach if such breach cannot reasonably be cured within a forty-five (45) day period so long as Grantor is diligently pursuing such cure. Upon the occurrence of a Grantor Event of Default, and after expiration of all applicable Notice and cure periods, Grantee may at any time subsequent to such breach and at its discretion (A) terminate this Agreement; (B) specifically enforce this Agreement and compel compliance by Grantor with its obligations under this Agreement; and/or (C) take such action and recover such damages as provided for at law or in equity. Without limiting the foregoing, (x) in the event of a breach or default by Grantor of any of Grantor’s duties or obligations hereunder, Grantee shall have the right but not the obligation to perform such duty or obligation on Grantor’s behalf, and/or (y) in the event of a breach pursuant to items (i), (ii) or (iii) above, Grantee may elect to have Grantor pay Grantee an amount equal to the Purchaser’s Termination Payment (as defined in the PPA) and thereupon terminate this Agreement. All costs incurred by Grantee in performing any duties or obligations of Grantor shall be repaid by Grantor to Grantee upon written demand, together with interest computed from the date such costs and expenses are incurred; provided, however, if Grantor exercises the right to

reject this Agreement, if any, in any bankruptcy reorganization or other proceeding, then Grantee shall have the right to off-set the costs incurred by Grantee in performing any such duties or obligations of Grantor against the payments payable under this Agreement, if any.

4.3 Remedies Cumulative. No remedy herein conferred upon or reserved to Grantor or Grantee shall exclude any other remedy herein or at law, but each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE V MISCELLANEOUS

5.1 Representations of Grantor. The representations and obligations of Grantor (as Purchaser) set forth in PPA Sections 16(a) and 16(b) are incorporated herein by this reference and shall remain in full force and effect for the benefit of Grantee during the Term of this Agreement. Additionally, without limiting the generality of the foregoing, Grantor represents and warrants that, as of the Effective Date and the date that Grantee is prepared to, or engages one of its affiliates to, construct and install the System at the Facility, (A) Grantor has lawful and marketable title to the Facility and full right to enter into this Agreement; (B) the Facility is free from any mortgages and rights of third parties that could adversely affect Grantee's rights under this Agreement to use and occupy the Facility as permitted herein; (C) there are no existing conditions, encumbrances, leases, agreements, or use restrictions that prevent the construction, installation or operation of the System on, upon or around the Premises; and (D) there are no ground leases, master leases, liens, security interests or other encumbrances on the Premises. Notwithstanding the foregoing, to the extent, if any, that any third party has any interest in the Premises or any other claim, lien, encumbrance or right of possession on or against the Premises, Grantor will obtain such consents, non-disturbance agreements, or other written documents as Grantee may reasonably request in order to evidence the consent of such third party to the transactions contemplated by this Agreement and the acknowledgement by such third party of the right, title and interest of Grantee in and to the System and the rights of Grantee granted pursuant to this Agreement. In addition to the foregoing, if there is an existing mortgage, deed of trust or similar security instrument encumbering all or any portion of the Facility, Grantor covenants and agrees to deliver to Grantee a recordable non-disturbance agreement in a form reasonably acceptable to Grantee evidencing the right, title and interest of Grantee in and to the System and the rights of Grantee granted pursuant to this Agreement.

5.2 General Rules of Construction; Binding Effect. The rules of construction set forth in PPA Section 1 are incorporated by this reference. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement. This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

5.3 Memorandum of Easement; Fixture Filing. Grantor hereby agrees to execute within ten (10) days after receipt of Grantee's request and authorizes Grantee to record a memorandum of this Agreement (substantially in the form attached as *Exhibit C* hereto) in the land registry or title records of the county where the Property is located or other applicable government office. Grantee (or any Grantee's lender) shall be entitled to, and is hereby authorized to, file one or more precautionary UCC financing statements or fixture filings in such jurisdictions as it deems appropriate with respect to the System in order to provide Notice of its ownership of the System. Upon completion of construction of the System at or on the Facility, or at such other time to correct an error in the legal descriptions attached hereto as Exhibits "A" or "B", Grantee shall have the right to execute and record an addendum to this Agreement and any memorandum recorded in connection therewith to update such legal descriptions, and shall provide a copy of such recorded addendum to Grantor promptly after its recordation. Upon Grantee's request or if required by any title insurance company or Grantee's lender, Grantor shall execute and deliver to Grantee a counterpart of such addendum.

5.4 Notices. All notices (each a "**Notice**") under this Agreement shall be in writing and shall be delivered as provided in PPA Section 26(c).

5.5 Choice of Law; Waiver of Jury Trial. This Agreement shall be construed in accordance with the laws of the State in which the Property is located (without regard to its conflict of laws principles). TO THE EXTENT PERMITTED BY LAW, GRANTEE AND GRANTOR WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN GRANTOR AND GRANTEE ARISING OUT OF THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

5.6 Grantor Bankruptcy. Each of the Parties agrees and acknowledges that this Agreement is an easement and, to the maximum extent permissible by applicable laws, this Agreement shall continue in full force and effect, and the respective duties and obligations of Grantee and Grantor shall not be released, discharged or otherwise affected, by reason of any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other proceeding relating to Grantor, or any action taken with respect to either the PPA or this Agreement by a court, trustee or receiver in any such proceeding. Each of the Parties further agrees and acknowledges that each of the PPA and this Agreement is a separate and distinct agreement that is independent of the other agreement, and that the transactions contemplated by the PPA and the transactions contemplated by this Agreement are separate and distinct transactions and are not part of a single integrated transaction. The Parties agree that should this Agreement or the provisions of this Agreement ever be part of an agreement that is rejected in a bankruptcy case of the Grantor, the Grantee shall be entitled to all of the protections of Section 365 of the United States Bankruptcy Code, including, the right to continue to occupy the System Easement, the Transmission Easement, the Access Easement and the Solar Development Easement.

5.7 Severability. If one or more provisions of this Agreement are found by a court of competent jurisdiction over the Parties hereto to be illegal, invalid or unenforceable, in whole or in part, the remaining terms and provisions of this Agreement shall remain in full force and effect disregarding such illegal, invalid or unenforceable portion and such court shall be empowered to modify such illegal, invalid or unenforceable provision to the extent necessary to make this Agreement enforceable in accordance with the intent or purposes of the Parties expressed in this Agreement to the fullest extent practicable and as permitted by applicable law.

5.8 Entire Agreement; Counterparts. This Agreement (including the terms and provisions of the PPA expressly incorporated herein by reference) represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between said Parties with respect to said subject matter. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or other electronically transferred signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

[Remainder Of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

GRANTOR:

[_____]

By: _____

Name: [_____]

Title: [_____]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

My Commission Expires: _____

GRANTEE:

[_____]

By: _____

Name: [_____]

Title: [_____]

THE STATE OF NEW YORK §

 §
COUNTY OF SCHENECTADY §

 This instrument was acknowledged before me on _____, 202_, by Erik Schiemann, President
of _____, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of _____

Printed Name: _____

My commission expires: _____

Exhibit A

Legal Description of Property

Exhibit B

Facility and System Layout

Exhibit C

Form of Memorandum of Easement



Item #16

DATE February 4, 2026

TO GCTD Board of Directors

FROM Marlena Kohler, Purchasing Manager/DBE Officer *MLK*

SUBJECT Consider Authorizing the General Manager to Purchase Eight (8) Low Floor CNG Replacement Buses from Gillig LLC

I. EXECUTIVE SUMMARY

It is recommended that GCTD award a contract to Gillig, LLC for the purchase of eight (8) Low Floor CNG Replacement Buses. GCTD fixed route fleet currently has eight (8) 2009 NABI buses that exceed their respective Federal Transit Administration (FTA) minimum useful life expectancy, which is 12 years. The average mileage of these nine buses is 575,000.

The cost for each of the new Gillig buses is approximately \$895,135 for the 35 ft and \$901,737 for the 40ft. GCTD plans to purchase six (6) 35-foot buses for a total cost of \$5,370,810 and two (2) 40-foot buses for a total cost of \$1,803,474. The total cost for all eight (8) buses would be \$7,174,284 with the additional 5% for each bus (\$44,756/\$45,086) to cover minimal specification adjustments for a grand total of \$7,532,998. Price includes tax, license and registration fees.

II. BACKGROUND

In September 2024, the Board of Directors approved the purchase of nine (9) 40 ft CNG Gillig buses. At that time, GCTD staff conducted research with bus manufacturers to locate possible CNG bus options that would be available to GCTD for assignment. One was located, Washington State (WSDOT) Cooperative Purchasing Agreement, which had options available that could meet our requirements. The cooperative still has options available to purchase this type of bus.

Almost immediately after purchasing last year's Gillig, staff requested another quote from Gillig for eight (8) buses. After working out configuration changes, a quote for 35 ft and 40 ft buses was received on November 21, 2025. The price for each 35 ft bus was quoted at \$895,135 and for the 40 ft was \$901,737. The configuration for these eight (8) buses is very similar to the September nine (9), the price for each of those 40 ft buses was \$762,688, which is an approximate 22% increase from prior order. The current tariff situation has had a severe impact on the cost of bus purchases throughout the bus manufacturing industry. Based on this and WSDOT's RFP process, staff have determined that Gillig's quote is fair and reasonable.

A majority of this purchase will be funded by a Federal Congestion Mitigation and Air Quality (CMAQ) grant with the remaining balance funded with State and Local Funds.

GOLD COAST TRANSIT DISTRICT

The information regarding the WSDOT Cooperative obtained prior to September's board approval is still valid. In April 2021, Washington State awarded a five (5) year contract to Gillig LLC for the provision of transit buses/coaches including all related integral and/or peripheral equipment, products, component parts, materials, and supplies (collectively termed Equipment or Products), together with related warranty, maintenance and repair, or other services (collectively termed Services) necessary to provide and maintain products in accordance with the Original Equipment Manufacturer (OEM) technical specification and operational performance standards, pursuant to the State of Washington's Request For Proposal #06719, dated March 4, 2020 (the RFP) and the Contractor's proposal, dated August 22, 2024, in response.

WSDOT Cooperative Agreement met all FTA requirements and in accordance with the awarded WSDOT Cooperative Agreement's process. Staff verified that our final file included documentation substantiating our determination. Such documents included a copy of the solicitation, contract, Buy America, pre-award or Post Delivery audits, and request/authorization documents. Staff was able to download all necessary documentation from the WSDOT's website.

The determination to purchase the buses from Gillig using WSDOT competitively awarded Cooperative Agreement is still accurate.

As with the prior purchase, GCTD staff submitted a Purchase Request to WSDOT for the purchase of the eight (8) buses. As of the date of this board report, the official approval has not been received. Staff see no reason the approval will not be obtained since at the time of the prior purchase, staff were notified there were still several options available. However, staff will not move forward with the issuance of a purchase order without official approval from WSDOT.

To complete GCTD's procurement process, a responsibility determination was then conducted on Gillig. The System for Award Management (SAM) was checked for this contractor and no results were found, nor were there any complaints filed with the Better Business Bureau (BBB). Beginning in 2014, GCTD has ordered over thirty (30) Gillig buses with basically the same configuration. Maintenance staff has not had any major issues with any of the buses received. Therefore, Gillig is considered to be a responsive and responsible firm capable of meeting GCTD's requirements.

Additionally, staff are requesting approval to dispose of the five (5) of the eight (8) 2009 NABI buses, that are to be replaced by the purchase of these eight (8) Gillig buses by selling them to the highest bidder through JJ Kane Auctions (*formerly known as Ken Porter's Auctions*). The other three (3) will be used as contingency buses but may at a later date be sent to JJ Kane for auction.

III. RECOMMENDATION

It is recommended the Board of Directors authorize the General Manager to purchase six (6) 35-foot and two (2) 40-foot Low Floor CNG Replacement Buses from Gillig, LLC in the amount of \$895,135 and \$901,737 per bus respectively for a total cost of all eight (8) buses of \$7,174,284 and authorize up to an additional 5% for each bus (\$44,756/\$45,086) to cover minimal specification adjustments for a grand total of \$7,532,988.

General Manager's Concurrence


Vanessa Rauschenberger



Item #17

DATE February 4, 2026

TO GCTD Board of Directors

FROM James Beck, Director of Operations & Maintenance
Vanessa Rauschenberger, General Manager

SUBJECT **Hydrogen Station Project Review & Zero Emissions Transition Timeline Discussion of Revisiting Transition Timeline**

SUMMARY

For this item, staff will provide an update on GCTD's Hydrogen Station Project, and the status of compliance with the California Air Resources Board (CARB) Innovative Clean Transit (ICT) regulation, which requires gradual purchases of zero emissions buses starting in 2026.

In October 2025, we learned of the cancellation federal funding support for California's hydrogen hub (ARCHES) initiative, combined with recent changes in federal priorities related to funding future zero emission bus purchases, revised cost estimates for our Hydrogen station operating, maintenance and fuel costs, staff are re-assessing the financial feasibility of meeting our Zero Emissions transition goals in the timeframe required to meet California Air Resources Board (CARB) ICT regulation.

BACKGROUND

The ICT regulation, administered by the California Air Resources Board (CARB), requires transit agencies to transition to a zero-emission bus fleet and limits the purchase of conventional internal combustion engine buses beginning in 2029. The regulation also recognizes that, in certain circumstances, agencies may be unable to comply due to financial or infrastructure constraints.

ZEB Purchase Schedule (ZEB Percentage of Total New Bus Purchases)		
Year	Large Transit	Small Transit
2023	25%	-
2024	25%	-
2025	25%	-
2026	50%	25%
2027	50%	25%
2028	50%	25%
2029+	100%	100%

The ICT Regulation allows a transit agency to request an exemption when a required zero-emission bus type cannot be purchased due to financial hardship, including situations where the

GOLD COAST TRANSIT DISTRICT

agency cannot reasonably offset the higher capital costs of zero-emission buses and associated infrastructure compared to conventional buses.

In 2018, the California Air Resources Board (CARB) issued the Innovative Clean Transit (ICT) regulation, mandating that all California public transit agencies transition to 100 percent zero-emission bus fleets by 2040. Under the CARB requirements GCTD is considered “small transit” which means that starting this year 25% of all bus purchases (replacement or new buses) must be “zero emission”.

EFFORTS MADE BY GCTD TO MEET ZERO EMISSIONS TRANSITION GOALS

As part of the ICT Regulation, CARB required transit agencies to develop a Zero-Emission Bus (ZEB) Rollout Plan. In response, GCTD retained a consultant (Stantec) to evaluate its service area, fleet requirements, and operational needs related to zero-emission technologies. GCTD’s ZEB Rollout Plan included a comprehensive evaluation of hydrogen fuel cell bus (HFCB) and battery electric bus (BEB) technologies.

Stantec and GCTD initiated work on the ZEB Rollout Plan in August 2021, completing the effort in late 2022. The analysis considered several criteria, including scheduling and service planning, operations and maintenance impacts, service area characteristics, and total cost of ownership. The results of the ZEB Rollout Plan indicated that hydrogen fuel cell buses scored higher than battery electric buses in five of the eight categories evaluated, with equal rankings in the remaining three categories. Based on these findings, GCTD adopted hydrogen fuel cell buses as its preferred zero-emission technology.

In July 2022, GCTD partnered with the Center for Transportation and the Environment (CTE) and bus manufacturer New Flyer to pursue funding through the FTA Low or No Emission (Lo-No) Program. GCTD was awarded a \$12.1 million grant, which included funding for five New Flyer hydrogen fuel cell buses, a hydrogen fueling station, facility upgrades, and workforce training.

In 2023, GCTD joined thirteen California transit agencies in a statewide collaboration to secure future funding in support of hydrogen adoption. This collaborative effort resulted in California being awarded one of seven regional hydrogen hubs being funded by the US Department of Energy. GCTD’s participation in the ARCHES hydrogen hub project provided confidence in a future supply of hydrogen at a projected cost of \$3–\$4 per kilogram.

In 2024, GCTD executed a contract with New Flyer for five hydrogen fuel cell buses. In addition, GCTD selected Clean Energy as the hydrogen station design-build contractor. A contract has been executed with Clean Energy and the project is nearing the 60 percent design milestone.

In November 2025, the U.S. Department of Energy (DOE) canceled funding for the California ARCHES hydrogen hub, creating a significant funding gap and uncertainty regarding long-term hydrogen supply affordability.

In late December 2025, GCTD received updated hydrogen fuel pricing and revised operations and maintenance (O&M) cost estimates for the fueling station. This information enabled GCTD to develop a more accurate forecast of future hydrogen fueling and station operating costs.

CURRENT FUELING COSTS / COMPARED TO FORCASTED COSTS

To help evaluate the cost impacts of operations of the station, we compared our current fueling costs for conventional CNG buses (per bus), with foretasted fuel, operations and maintenance of the hydrogen station to identify the incremental cost difference between fuel types.

Actual Current Costs for 61 CNG Buses

CNG Station O & M = \$5,000

Fuel - Compressed Natural Gas (61 buses) = \$35,000

Current Monthly Cost = \$40,000 / \$639 (per bus per month)

Note: Costs above do not include CNG tax incentives, staffing etc. Costs below represent conservative estimates of the cost to operate and maintain the H2 station, fuel, and delivery.

New 2026 Projected Cost Estimate

Hydrogen Station O & M = \$16,666

*Boil Off Gas (BOG) Compressor O & M = \$4,000

Fuel - assuming fueling only (5) Buses = \$35,362 (projected to be \$9-10 per kilogram)

Monthly Fuel Delivery Cost = \$3,365 (Delivered monthly from Las Vegas)

Total Estimated Monthly Cost = \$59,393 Monthly / \$11,878 (per bus per month)

*Boil Off Gas Capture System is optional but recommended to reduce loss of H2 fuel from evaporation as tank will not be filled frequently.

While GCTD has identified sufficient funding sources to complete capital construction of the station and buses, it is the ongoing operational costs that are our main concern. H2 buses do appear to operate well and may still be the recommended zero emissions fuel path, given our route lengths. However, due to the extremely high cost to operate and maintain the station combined with the collapse of the ARCHES hydrogen hub program, staff believe the operating costs now greatly exceed what it would be possible to absorb given GCTD's limited operating budget.

Due to the significant cost increases in station maintenance, operations, fuel costs and delivery, we believe it is appropriate to temporarily pause work on this project to allow us to take the following actions:

1. Arrange meetings with CARB, VCTC, and Federal Funding partners to explore any funding opportunities that could offset zero-emission bus operating and fuel costs.
2. Develop detailed cost comparisons between operations of zero-emission and conventional near-zero emissions (CNG) bus options; using updated cost estimates.
3. Work with FTA to identify potential options to modify our Lo-No emissions grant award to purchase of conventional near-zero emissions CNG buses or electric buses.
4. Update GCTD's Zero Emissions Roll-Out Plan (initially approved in 2022) using current cost estimates to project a possible path forward to zero-emissions.
5. Evaluate the agency's projected financial condition and capacity to absorb increased costs.
6. Return to the Board with a formal recommendation, which may include a request for temporary exemption from the CARB ICT regulation.


RECOMMENDATION

Based on current funding availability and cost estimates for operating and fueling, staff are anticipating that the potential financial challenges associated with meeting upcoming ICT purchase requirements exceed existing fiscal constraints.

Based on factors above, it is recommended that the Board of Directors authorize GCTD staff to explore alternative funding sources, alternative hydrogen fueling options or other strategies and technologies to comply with the CARB ICT regulation.

While the agency remains committed to long-term zero-emission fleet transition goals, however staff believe it is prudent to begin evaluating whether a temporary exemption request may be necessary to preserve fiscal stability, maintain service reliability, and meet near-term fleet replacement needs.

General Manager's Concurrence



Vanessa Rauschenberger



Item #18

DATE Wednesday, February 4, 2026

TO Board of Directors

FROM Austin Novstrup, Planning Manager

SUBJECT Receive Presentation on Outreach for SRTP Implementation

SUMMARY

For this item, Staff will present on plans for outreach efforts to be conducted in preparation for implementation of Year 2 Short Range Transit Plan (SRTP) recommendations. The purpose of these efforts is to inform impacted community members and passengers of coming changes and provide additional opportunity for the community to share feedback with GCTD staff about the planned changes. Staff are preparing materials and scheduling outreach events to be conducted in the coming months.

BACKGROUND

July 2025 marked the beginning of the Year 1 of the SRTP Implementation Plan. While there were no changes recommended to routing or schedules in this first year, Staff has begun planning for Year 2 of the SRTP. The scope of the work for Year 2 centers around the re-alignment of the Route 1 and Route 10, as well as updated schedules for Routes 6, 11, and 16.

In late 2025, Planning staff collaborated with operations staff and staff from the appropriate jurisdictions to review bus stop changes and improvements. As preparations for implementation progress, Staff has developed an Outreach Plan, which centers around a campaign to highlight the core benefits of the planned changes as defined by the SRTP: better connections, more frequent service, faster travel times, and improved evening service. Marketing and outreach activities are categorized by key stakeholders:

- Internal stakeholders (Operators and Board of Directors), and
- External stakeholders (general public, community stakeholder groups and jurisdictional partners).

Staff have developed strategies to engage each stakeholder group differently to address the specific interests or concerns of each group. For example, Staff will be hosting a “Day with Planning” with GCTD Operators to update on the progress of the SRTP and solicit marketing ideas as many operators have deeper connections with passengers and may offer input that resonates with the community. Communication with GCTD riders will focus on the benefits of the SRTP implementation. Outreach activities and marketing materials are in development and will be presented in a simple, effective way so the message is clearly understood.

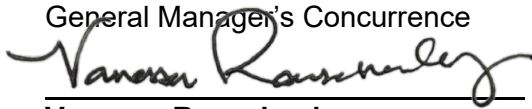
GOLD COAST TRANSIT DISTRICT

The primary approach for outreach will be to hold town hall-style meetings in affected neighborhoods, as well as a number more informal pop-up events in those areas. Staff will prepare a variety of materials for this campaign, including rider alerts to promote outreach events, informational flyers, frequently-asked-questions, and establish a landing page on GCTD's website with detailed information about the planned changes.

II. RECOMMENDATION

It is recommended that the GCTD Board of Directors receive and files this presentation and provide staff with feedback on the SRTP Outreach Plan.

General Manager's Concurrence

A handwritten signature in black ink, appearing to read "Vanessa Rauschenberger", written over a horizontal line.

Vanessa Rauschenberger



DATE February 4, 2026

Item #19

TO GCTD Board of Directors

FROM Vanessa Rauschenberger, General Manager^{VR}

SUBJECT Discuss Future Agenda Items

SUMMARY

It is recommended that the Board of Directors provide input to staff on future agenda items that they would like staff to review and/or report on in a future meeting.

FUTURE AGENDA ITEMS

Below are some of the future agenda items planned. To help staff prioritize timing of reports, staff seeks input on these items or other items that the Board is interested in discussing.

Future Agenda Items

- Draft Budget
- Zero Emissions Transition Update
- Strategic Plan Update Review
- Redevelopment of 301 Property
- *Other Items?*

Future Routine Items

- Monthly Financial Statements & Procurement Reports
- Monthly Operations & Maintenance Update
- Quarterly Fixed-Route & Paratransit Performance Reports
- Bi-Annual Service Plan & Outreach Updates

CONCLUSION

It is recommended that the Board of Directors provide input to staff on future agenda items that they would like staff to review and/or report on in a future meeting.

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