



VENTURA COUNTY TRANSPORTATION COMMISSION

AIRPORT LAND USE COMMISSION
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
CONSOLIDATED TRANSPORTATION SERVICE AGENCY
CONGESTION MANAGEMENT AGENCY

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AGENDA*

**Actions may be taken on any item listed on the agenda*

CAMARILLO CITY HALL
COUNCIL CHAMBERS
601 CARMEN DRIVE
CAMARILLO, CA
FRIDAY, APRIL 5, 2019
9:00 AM

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in a Commission meeting, please contact the Clerk of the Board at (805) 642-1591 ext 101. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

- 4. PUBLIC COMMENTS** – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Commission may, either at the direction of the Chair or by majority vote of the Commission, waive this three minute time limitation. Depending on the number of items on the Agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Also, the Commission may terminate public comments if such comments become repetitious. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Commission shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.*

Under the Brown Act, the Board should not take action on or discuss matters raised during Public Comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.

5. **CALTRANS REPORT** - *This item provides the opportunity for the Caltrans representative to give update and status reports on current projects.*
6. **COMMISSIONERS / EXECUTIVE DIRECTOR REPORT** - *This item provides the opportunity for the commissioners and the Executive Director to report on attended meetings/conferences and any other items related to Commission activities.*
7. **ADDITIONS/REVISIONS** – *The Commission may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Commission subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Commission. If there are less than 2/3 of the Commission members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*
8. **CONSENT CALENDAR** - *All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no discussion of these items unless members of the Commission request specific items to be removed from the Consent Calendar for separate action.*

8A. APPROVE SUMMARY FROM MARCH 1, 2019 VCTC MEETING – PG. 5

Recommended Action:

Approve

Responsible Staff: Donna Zimmermann

8B. MONTHLY BUDGET REPORT – PG. 9

Recommended Action:

Receive and File

Responsible Staff: Sally DeGeorge

8C. CONGESTION MITIGATION AND AIR QUALITY (CMAQ) LOAN TO ORANGE COUNTY TRANSPORTATION AUTHORITY – PG. 17

Recommended Action:

Approve a loan of \$2,762,000 in CMAQ apportionment to the Orange County Transportation Authority, with repayment no later than Fiscal Year (FY) 2020/21.

Responsible Staff: Peter De Haan

8D. SECTION 13(c) LABOR AGREEMENT - PG. 19

Recommended Action:

Approve the attached agreement with the Service Employees International Union (SEIU), Local 721, as required for VCTC's Fiscal Year 2018/19 federal transit grant applications with the Federal Transit Administration

Responsible Staff: Peter De Haan

8E. AUTHORIZATION FOR DESTRUCTION OF RECORDS - PG. 45

Recommended Action:

Approve the destruction of itemized records.

Responsible Staff: Donna Zimmermann

8F. FY 2017/18 LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) COLLEGE RIDE PILOT PROGRAM EXTENSION - PG. 49

Recommended Action:

Approve extending the FY17/18 College Ride Transit Fare Promotion Project to provide reduced Transit fares for students for the 2019 Summer Term.

Responsible Staff: Claire Grasty

9. **NATURAL GAS PRESENTATION** - PG. 51

Recommended Action:

Receive and File

10. **FISCAL YEAR 2019/2020 DRAFT BUDGET – PUBLIC HEARING** - PG. 53

Recommended Action:

- *Conduct a Public Hearing to receive testimony on the Draft Fiscal Year 2019/2020 Budget.*
- *Receive the Fiscal Year 2019/2020 Draft Budget*

Responsible Staff: Sally DeGeorge

11. **FY 2018/19 LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) ALLOCATION** – PG. 57

Recommended Action:

- *Approve the Ventura County Transportation Commission (VCTC) FY2018/19 Low Carbon Transit Operations Program (LCTOP) Allocation Request of \$1,621,013 for the following projects:*
 - *\$640,000 for the East-West County Connector Service Project,*
 - *\$831,013 for the College Ride Transit Fare Promotion Project (includes a total of \$34,470 of LCTOP funds contributed by the cities of Thousand Oaks, Moorpark, Camarillo and Simi Valley), and*
 - *\$150,000 for Seasonal Metrolink Saturday Service.*
- *Adopt Resolution 2019-02 in Attachment 1, authorizing the Executive Director to execute all required documents including the Authorized Agent Form and Certifications and Assurances (Exhibits A and B) to receive VCTC's FY 2018/19 Low Carbon Transit Operations Program funds.*
- *Approve programming Southern California Regional Rail Authority's (SCRRA) LCTOP revenue formula amount for the portion of the service within Ventura County which totals \$161,248, for railroad maintenance and construction equipment.*

Responsible Staff: Judith Johnduff

12. **RANGE ADJUSTMENTS FOR DIRECTOR AND MANAGER CLASSIFICATIONS** – PG. 67

Recommended Action:

Adjust Director and Manager salary ranges to bring the classifications up to market standards, effective July 1, 2019. - PG.

Responsible Staff: Darren Kettle

13. **2019 COMBINED CALL-FOR-PROJECTS FOR FTA SECTION 5310 LARGE URBAN AREA (SENIORS AND DISABLED) FUNDS AND SECTION 5307 JOBS ACCESS/REVERSE COMMUTE (JARC) FUNDS** - PG. 71

Recommended Action:

- *Approve the proposed schedule and Guidelines (Attached) for the 2019 Call-for-Projects to program FY18/19 and FY19/20 FTA Section 5310 Large Urbanized Area (Seniors and Disabled) funds and Section 5307 Jobs Access/Reverse Commute (JARC) funds.*
- *Approve reserving \$437,000 of FY18/19 and FY19/20 FTA Section 5310 Funds for the operation of a One-Call/One-Click program.*

Responsible Staff: Judith Johnduff

14. **COASTAL EXPRESS INTERCOUNTY TRANSIT SERVICE FUNDING AGREEMENT** - PG. 79

Recommended Action:

Approve the Intercounty Transit Service Funding Agreement between the Ventura County Transportation Commission and the Santa Barbara County Association of Governments and authorize the Commission Chair to execute the Agreement.

Responsible Staff: Aaron Bonfilio

15. LETTER OF AGREEMENT BETWEEN VCTC AND GOLD COAST TRANSIT DISTRICT (GCTD) FOR 5307 FUNDS AND REVISED FISCAL YEAR (FY) 2018/19 PROGRAM OF PROJECTS (POP)– PUBLIC HEARING - PG. 89

Recommended Action:

- Authorize the Executive Director to sign a Letter of Agreement (LOA) between VCTC and Gold Coast Transit District (GCTD) to increase by \$1,161,246 the federal Section 5307 funding for GCTD.
- Approve the attached revised FY 2018/19 POP shifting \$1,161,246 from Metrolink to GCTD

Responsible Staff: Martin Erickson, Peter De Haan

16. ORIGIN/DESTINATION, TRANSFER AND CUSTOMER SATISFACTION SURVEYS CONTRACT AWARD – PG. 93

Recommended Action:

Approve contract for Origin/Destination, Transfer and Customer Satisfaction Surveys with Moore and Associates for \$148,583.62.

Responsible Staff: Claire Grasty

17. LEGISLATIVE UPDATE AND POSITION ON BILL - PG. 125

Recommended Action:

Adopt “Oppose” position on AB 1568 (McCarty), to withhold Senate Bill (SB) 1 local streets and roads funds from a local agency that does not meet its housing goals

Responsible Staff: Peter De Haan

18. CITIZENS TRANSPORTATION ADVISORY COMMITTEE/SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL (CTAC/SSTAC) – PG. 149

Recommended Action:

Amend the CTAC/SSTAC Operating Rules to:

- Remove requirement for alternates from each of the ten cities and from the County. (Section II of the Operating Rules)
- Eliminate Alternates and reduce the number of members required for a quorum (Section X of the Operating Rules)
- Reduce the minimum number of meetings to four (4), to be set respectively in January, April, June, and September of each year, with the ability to add meetings as necessary. (Section XII of the Operating Rules)

Responsible Staff: Donna Zimmermann

19. VCTC GENERAL COUNSEL’S REPORT

20. AGENCY REPORTS

21. CLOSED SESSION –
Public Employee Performance Evaluation
(Pursuant to Government Code Section 54957)
Title: Executive Director
General Counsel

22. ADJOURN to 9:00 a.m. Friday, May 10, 2019 – **Note Change in time and location!**

**May 10, 2019
8 am – 4 pm
Soule Park Golf Course
Ojai, CA**



Item #8A

Meeting Summary

VENTURA COUNTY TRANSPORTATION COMMISSION

**LOCAL TRANSPORTATION AGENCY
AIRPORT LAND USE COMMISSION
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
CONSOLIDATED TRANSPORTATION SERVICE AGENCY
CONGESTION MANAGEMENT AGENCY**

**CAMARILLO CITY HALL
601 CARMEN DRIVE
CAMARILLO, CA
FRIDAY, MARCH 1, 2019
9:00 AM**

MEMBERS PRESENT: Manuel Minjares, City of Fillmore, Chair
Charlotte Craven, City of Camarillo, Vice Chair
Linda Parks, County of Ventura, Immediate Past Chair
Ken Simons, City of Moorpark
Will Berg, City of Port Hueneme
Jenny Crosswhite, City of Santa Paula
Mike Judge, City of Simi Valley
Claudia Bill-de la Peña, City of Thousand Oaks
Robert Huber, County of Ventura
John Zaragoza, County of Ventura
Brian Humphrey, Citizen Rep., Cities
Jim White, Citizen Rep., County
John Bulinski, Caltrans District 7

MEMBERS ABSENT: Randy Haney, City of Ojai
Bryan MacDonald, City of Oxnard
Cheryl Heitmann, City of San Buenaventura
Steve Bennett, County of Ventura
Kelly Long, County of Ventura

CALL TO ORDER

PLEDGE OF ALLGIANCE

ROLL CALL

PUBLIC COMMENTS FOR THOSE ITEMS NOT LISTED ON THIS AGENDA

CALTRANS REPORT -

John Bulinski reported the traffic signal at Balcom Canyon is in construction and is anticipated to be complete by Spring 2020. Pavement Rehab on Rt. 23 is in construction, with anticipated completion in Winter 2020

COMMISSIONERS REPORTS - None

EXECUTIVE DIRECTOR REPORT -

U.S. 101 HOV Widening PAED Notice of Preparation - A Notice of Preparation (NOP) of a Draft Environmental Impact Report for the U.S. 101 widening is anticipated to be published in the upcoming week. Although prepared by VCTC's consultant WSP, the California Department of Transportation, Caltrans, is the lead agency for certification of the environmental documents. Four public scoping meetings will be held in the late March, early April time frame with advertising for the meetings to be conducted countywide in both English and Spanish.

Ground Breaking for Port of Hueneme "TIGER" Project – Last week the Port of Hueneme held its groundbreaking for the Port Deepening Project which was largely funded through a federal grant of \$12.3 million from the Transportation Investment Stimulating Economic Recovery (TIGER) program. The Port Deepening has been the only project in Ventura County to be selected for funding from this highly-competitive program. Congresswoman Julia Brownley championed the effort to secure these funds.

The May VCTC meeting will be an all day workshop held at Soule Park in Ojai.

ADDITIONS/REVISIONS – None

CONSENT CALENDAR –

Commissioner Zaragoza made a motion to approve all items as recommended on the Consent Calendar:

8A. APPROVE SUMMARY FROM FEBRUARY 1, 2019 VCTC MEETING – Approve

8B. MONTHLY BUDGET REPORT – Receive and File

8C. HERITAGE VALLEY TRANSIT SERVICE AGREEMENT EXTENSION – *Pending action by the Heritage Valley Policy Advisory Committee, authorize the Executive Director to issue written notice to MV Transportation to extend the Heritage Valley Transit Services Agreement, and, authorize the Executive Director to negotiate rates for the Agreement extension.*

8D. SUB-RECIPIENT AGREEMENTS WITH THE CITY OF SIMI VALLEY AND CITY OF MOORPARK FOR THE ADMINISTRATION OF PROPOSITION 1B TRANSIT CAPITAL FUNDS

- *Approve the attached Sub-Recipient Agreement with the City of Simi Valley for the administration of Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) funds for the CNG Fueling Facility Upgrade Project (Attachment 1), and*
- *Approve the attached Sub-Recipient Agreement with the City of Moorpark for the administration of Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) funds for the expansion of the Moorpark Metrolink Station North Parking Lot, subject to legal review (Attachment 2).*

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8E. CONTRACT FOR PROFESSIONAL AUDITING SERVICES - *Approve the contract with Conrad, LLP for professional TDA financial and compliance auditing services at a not to exceed cost of \$110,000 each year for Fiscal Years 2018/2019 through 2020/2021 with two (2) one (1) year optional periods for Fiscal Years 2021/2022 and 2022/2023 at the same price*

The motion was seconded by Commissioner Craven and passed by a unanimous roll call vote.

9. TRANSPORTATION ELECTRIFICATION PARTNERSHIP PRESENTATION-
Receive and File

10. LEGISLATIVE UPDATE AND POSITIONS ON BILLS –
Commissioner Judge made a motion to Adopt “Support” position on AB 252 (Daly), to make permanent the delegation to Caltrans of National Environmental Protection Act (NEPA) project approval. The motion was seconded by Commissioner Huber and passed unanimously.

11. QUARTERLY VCTC BUS AND RAIL TRANSIT RIDERSHIP AND PERFORMANCE MEASURES REPORT - *Receive and File*

12. VCTC GENERAL COUNSEL’S REPORT - *None*

13. AGENCY REPORTS - *None*

14. CLOSED SESSION – *None*

15. ADJOURN to 9:00 a.m. Friday, April 5, 2019

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Item #8B

April 5, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: MONTHLY BUDGET REPORT

RECOMMENDATION:

- Receive and file the monthly budget report for February 2019

DISCUSSION:

The monthly budget report is presented in a comprehensive, agency-wide format on a modified accrual basis. The reports include a combined Balance Sheet, a Statement of Revenues, Expenditures and Changes in Fund Balance detailed by fund and an Investment Report by institution. There are six funds presented consisting of the General Fund, the Local Transportation Fund (LTF), the State Transit Assistance (STA) fund, the Service Authority for Freeway Emergencies (SAFE) fund, the VCTC Intercity fund and the Valley Express fund. The Statement of Revenues, Expenditures and Changes in Fund Balance also includes the annual budgeted numbers that are updated as the Commission approves budget amendments or administrative budget amendments are approved by the Executive Director. Staff monitors the revenues and expenditures of the Commission on an on-going basis.

The February 28, 2019 budget report indicates that the revenues were approximately 45.35% of the adopted budget while expenditures were approximately 41.55% of the adopted budget. The revenues and expenditures are as expected unless otherwise noted. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on a percentage or monthly basis. Furthermore, revenues are often billed and reimbursed in arrears.

Some revenues are received at the beginning of the year while other revenues are received after grants are approved. In many instances, the Ventura County Transportation Commission (VCTC) incurs expenditures and then submits for reimbursement from federal, state, and local agencies which may also cause a slight lag in reporting revenues. Furthermore, the STA, LTF and SAFE revenues are received in arrears. The State Board of Equalization collects the taxes and remits them to the Commission after the reporting period for the business. STA revenues are paid quarterly with a two to three month additional lag and LTF receipts are paid monthly with a two month lag. For example, the July through September STA receipts are often not received until October or November and the July LTF receipts are not received until September. The Department of Motor Vehicle collects the SAFE funds and remits them monthly with a two-month lag.

The Commission's capital assets are presented on the Balance Sheet. Capital assets that are "undepreciated" consist of land and rail lines owned by the Commission. Capital assets that are depreciated consist of buildings, rail stations, transit equipment, highway callbox equipment and office furniture and equipment. Capital assets and depreciation are adjusted annually at the end of the fiscal year.

The Commission's deferred outflows, deferred inflows and pension liability are presented on the Balance Sheet. These accounts represent the accrual information for pension accruals with the implementation of the Government Accounting Standards Board (GASB) Statement 68 (pensions) and Statement 75 (other postemployment benefits). This information is based on actuarial information that is provided once a year. The deferred outflows, deferred inflows and pension liability are adjusted annually at the end of the fiscal year.

The Commission's liability for employee vacation accrual is presented on the Balance Sheet. The vacation accrual is adjusted annually at the end of the fiscal year.

**VENTURA COUNTY TRANSPORTATION COMMISSION
BALANCE SHEET
AS OF FEBRUARY 28, 2019**

Assets and Deferred Outflows

Cash and Investments	\$ 34,384,315
Petty Cash	130
Receivables/Due from other funds	1,079,853
Prepays and Deposits	129,712
Capital Assets, undepreciated	26,339,301
Capital Assets, depreciated, net	30,726,626
Deferred Outflows	857,586
Total Assets and Deferred Outflows	<u>\$ 93,517,523</u>

LIABILITIES, DEFERRED INFLOWS AND FUND BALANCE

Liabilities and Deferred Inflows:

Accrued Expenses and Due to Other	\$ 1,614,268
Deferred Revenue	3,620,647
Deposits	67,059
Accrued Vacation	164,628
Pension Liability	2,045,090
OPEB Liability	367,865
Deferred Inflows	282,840
Total Liabilities and Deferred Inflows:	<u>\$ 8,162,397</u>

Net Position:

Invested in Capital Assets	\$ 56,929,562
Fund Balance	28,425,564
Total Net Position	<u>\$ 85,355,126</u>

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE EIGHT MONTHS ENDED FEBRUARY 28, 2019**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	SPBL Actual	VCTC Intercity Actual	Valley Express Actual	Fund Totals Actual	Budgeted Actual	Variance Actual	% Year
Revenues											
Federal Revenues	\$ 2,712,255	\$ 0	\$ 0	\$ 0	\$ 0	\$ 2,352,559	\$ 372,520	\$ 5,437,334	\$ 23,013,316	(17,575,982)	23.63
State Revenues	626,941	19,603,829	4,485,860	394,381	0	732,612	0	25,843,623	49,232,329	(23,388,706)	52.49
Local Revenues	141,560	0	0	0	336,460	1,683,610	1,208,257	3,369,887	4,640,096	(1,270,209)	72.63
Other Revenues	825	0	0	0	0	0	0	825	0	825	0.00
Interest	31,272	49,126	118,989	51,099	1,291	12,077	3,240	267,094	113,400	153,694	235.53
Total Revenues	3,512,853	19,652,955	4,604,849	445,480	337,751	4,780,858	1,584,017	34,918,763	76,999,141	(42,080,378)	45.35
Expenditures											
Administration											
Personnel Expenditures	1,620,846	0	0	0	0	165,936	41,123	1,827,905	3,066,900	(1,238,995)	59.60
Legal Services	13,321	0	0	0	0	0	0	13,321	25,000	(11,679)	53.28
Professional Services	63,266	0	0	0	0	0	0	63,266	110,700	(47,434)	57.15
Office Leases	98,719	0	0	0	0	0	0	98,719	145,100	(46,381)	68.04
Office Expenditures	195,401	0	0	0	0	97,139	24,074	316,614	534,812	(218,198)	59.20
Total Administration	1,991,553	0	0	0	0	263,075	65,197	2,319,825	3,882,512	(1,562,687)	59.75
Programs and Projects											
Transit and Transportation Program											
Regional Transit Technology	393,613	0	0	0	0	0	0	393,613	2,655,516	(2,261,903)	14.82
Senior-Disabled Transportation	145,643	0	0	0	0	0	0	145,643	263,500	(117,857)	55.27
VCTC Intercity Bus Services	0	0	0	0	0	5,556,968	0	5,556,968	11,735,026	(6,178,058)	47.35
Valley Express Bus Services	0	0	0	0	0	0	909,694	909,694	1,843,400	(933,706)	49.35
Transit Grant Administration	805,513	0	0	0	0	0	0	805,513	8,368,903	(7,563,390)	9.63
Total Transit and Transportation	1,344,769	0	0	0	0	5,556,968	909,694	7,811,431	24,866,345	(17,054,914)	31.41
Highway Program											
Motorist Aid Call Box System	0	0	0	444,077	0	0	0	444,077	880,000	(435,923)	50.46
Highway Project Management	552,467	0	0	0	0	0	0	552,467	5,255,120	(4,702,653)	10.51
SpeedInfo Highway Speed Sensor	0	0	0	81,500	0	0	0	81,500	144,000	(62,500)	56.60
Total Highway	552,467	0	0	525,577	0	0	0	1,078,044	6,279,120	(5,201,076)	17.17

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE EIGHT MONTHS ENDED FEBRUARY 28, 2019**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	SPBL Actual	VCTC Intercity Actual	Valley Express Actual	Fund Totals Actual	Budgeted Actual	Variance Actual	% Year
Rail Program											
Metrolink and Commuter Rail	2,412,112	0	0	0	0	0	0	2,412,112	9,460,451	(7,048,339)	25.50
LOSSAN and Coastal Rail	1,192	0	0	0	0	0	0	1,192	5,800	(4,608)	20.55
Santa Paula Branch Line	0	0	0	0	339,782	0	0	339,782	721,000	(381,218)	47.13
Total Rail	2,413,304	0	0	0	339,782	0	0	2,753,086	10,187,251	(7,434,165)	27.02
Commuter Assistance Program											
Transit Information Center	443	0	0	0	0	0	0	443	28,800	(28,357)	1.54
Rideshare Programs	150,571	0	0	0	0	0	0	150,571	257,000	(106,429)	58.59
Total Commuter Assistance	151,014	0	0	0	0	0	0	151,014	285,800	(134,786)	52.84
Planning and Programming											
Transportation Development Act	297,734	18,201,367	49,005	0	0	0	0	18,548,106	31,920,244	(13,372,138)	58.11
Transportation Improvement Program	3,485	0	0	0	0	0	0	3,485	45,600	(42,115)	7.64
Regional Transportation Planning	16,599	0	0	0	0	0	0	16,599	621,000	(604,401)	2.67
Airport Land Use Commission	0	0	0	0	0	0	0	0	9,000	(9,000)	0.00
Regional Transit Planning	335,980	0	0	0	0	0	0	335,980	1,520,174	(1,184,194)	22.10
Freight Movement	2,421	0	0	0	0	0	0	2,421	11,800	(9,379)	20.52
Total Planning and Programming	656,219	18,201,367	49,005	0	0	0	0	18,906,591	34,127,818	(15,221,227)	55.40
General Government											
Community Outreach and Marketing	163,397	0	0	0	0	0	0	163,397	262,800	(99,403)	62.18
State and Federal Relations	74,533	0	0	0	0	0	0	74,533	111,100	(36,567)	67.09
Management and Administration	37,568	0	0	0	0	0	0	37,568	126,000	(88,432)	29.82
Total General Government	275,498	0	0	0	0	0	0	275,498	499,900	(224,402)	55.11
Total Expenditures	7,384,824	18,201,367	49,005	525,577	339,782	5,820,043	974,891	33,295,489	80,128,746	(46,833,257)	41.55

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE EIGHT MONTHS ENDED FEBRUARY 28, 2019**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	SPBL Actual	VCTC Intercity Actual	Valley Express Actual	Fund Totals Actual	Budgeted Actual	Variance Actual	% Year
Revenues over (under) expenditures	(3,871,971)	1,451,588	4,555,844	(80,097)	(2,031)	(1,039,185)	609,126	1,623,274	(3,129,605)	4,752,879	(51.87)
Other Financing Sources											
Transfers Into GF From LTF	4,673,029	0	0	0	0	0	0	4,673,029	4,596,630	76,399	101.66
Transfers Into GF From STA	266,181	0	0	0	0	0	0	266,181	5,008,986	(4,742,805)	5.31
Transfers Into GF From SAFE	13,201	0	0	0	0	0	0	13,201	30,000	(16,799)	44.00
Transfers Into GF From SPBL	43,239	0	0	0	0	0	0	43,239	120,000	(76,761)	36.03
Transfers Into SPBL From LTF	0	0	0	0	43,239	0	0	43,239	120,000	(76,761)	36.03
Transfers Into SPBL From STA	0	0	0	0	38,549	0	0	38,549	434,200	(395,651)	8.88
Transfers Into VI From LTF	0	0	0	0	0	23,342	0	23,342	72,980	(49,638)	31.98
Transfers Into VI From STA	0	0	0	0	0	1,500,000	0	1,500,000	4,210,842	(2,710,842)	35.62
Transfers Out of LTF Into GF	0	(4,673,029)	0	0	0	0	0	(4,673,029)	(4,596,630)	(76,399)	101.66
Transfers Out of LTF Into SPBL	0	(43,239)	0	0	0	0	0	(43,239)	(120,000)	76,761	36.03
Transfers Out of LTF Into VI	0	(23,342)	0	0	0	0	0	(23,342)	(72,980)	49,638	31.98
Transfers Out of STA Into GF	0	0	(266,181)	0	0	0	0	(266,181)	(5,008,986)	4,742,805	5.31
Transfers Out of STA Into SPBL	0	0	(38,549)	0	0	0	0	(38,549)	(434,200)	395,651	8.88
Transfers Out of STA Into VI	0	0	(1,500,000)	0	0	0	0	(1,500,000)	(4,210,842)	2,710,842	35.62
Transfers Out of SAFE Into GF	0	0	0	(13,201)	0	0	0	(13,201)	(30,000)	16,799	44.00
Transfers Out SPBL Into GF	0	0	0	0	(43,239)	0	0	(43,239)	(120,000)	76,761	36.03
Total Other Financing Sources	4,995,650	(4,739,610)	(1,804,730)	(13,201)	38,549	1,523,342	0	0	0	0	0.00
Net Change in Fund Balances	1,123,679	(3,288,022)	2,751,114	(93,298)	36,518	484,157	609,126	1,623,274	(3,129,605)	4,752,879	(51.87)
Beginning Fund Balance w/o capi	2,124,655	9,043,014	12,742,549	4,894,909	0	0	0	28,805,127	33,572,663	(4,767,536)	85.80
Long-term Pension/OPEB/Vacatic	(1,869,458)	0	0	0	0	(133,379)	0	(2,002,837)	0	(2,002,837)	0.00
Ending Fund Balance	<u>\$1,378,876</u>	<u>\$5,754,992</u>	<u>\$15,493,663</u>	<u>\$4,801,611</u>	<u>\$ 36,518</u>	<u>\$ 350,778</u>	<u>\$ 609,126</u>	<u>\$ 28,425,564</u>	<u>\$ 30,443,058</u>	<u>\$ (2,017,494)</u>	<u>93.37</u>

*Government Accounting Standards Board Statement 68 and GASB 75 require the full pension liability, inflows and outflows be accrued on financial statements.

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF FEBRUARY 28, 2019**

As stated in the Commission's investment policy, the Commission's investment objectives are safety, liquidity, diversification, return on investment, prudence and public trust with the foremost objective being safety. VCTC has the ability to meet its expenditure requirements, at a minimum, for the next six months. Below is a summary of the Commission's investments that are in compliance with the Commission's investment policy and bond documents, as applicable.

Institution	Investment Type	Maturity Date	Interest to Date	Rate	Balance
Wells Fargo	Government Checking	N/A	\$3,518.36	0.18%	\$ 772,350.85
County of Ventura	Treasury Pool	N/A	217,257.51	2.27%	25,802,783.88
LAIF	State Pool	N/A	\$46,318.05	2.40%	7,776,711.91
Total			\$267,093.92		\$34,351,846.64

Because VCTC receives a large portion of their state and federal funding on a reimbursement basis, the Commission must keep sufficient funds liquid to meet changing cash flow requirements. For this reason, VCTC maintains checking accounts at Wells Fargo Bank. Small portion of interest earned in the Wells Fargo accounts is for unearned revenues and the interest is not recognized until the revenues are recognized.

The Commission's pooled checking account is swept daily into a money market account. The interest earnings are deposited the following day. The first \$250,000 of the combined balance is federally insured and the remaining balance is collateralized by Wells Fargo bank.

The Commission's LTF, STA and a portion of the SAFE funds received from the State are invested in the Ventura County investment pool. Interest is apportioned quarterly, in arrears, based on the average daily balance. The investment earnings are generally deposited into the accounts in two payments within the next quarter. Amounts shown above are not adjusted for fair market value.

The Commission's funds not needed for immediate use are invested in the California Local Agency Investment Fund (LAIF). Interest is apportioned quarterly, in arrears, based on the average daily balance. The investment earnings are generally deposited into the account the month following the quarter end. Amounts shown above are not adjusted for fair market value.

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Item #8C

April 5, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
SUBJECT: CONGESTION MITIGATION AND AIR QUALITY (CMAQ) LOAN TO ORANGE COUNTY TRANSPORTATION AUTHORITY

RECOMMENDATION:

- Approve a loan of \$2,762,000 in CMAQ apportionment to the Orange County Transportation Authority, with repayment no later than Fiscal Year (FY) 2020/21.

BACKGROUND:

At the December and January meetings, the Commission approved actions to avoid the risk of a rescission of CMAQ funds scheduled under the Fixing America's Surface Transportation Act, or FAST Act. These actions included the programming of an additional \$7,259,883 in CMAQ funds that could be obligated in time to avoid the rescission, either for projects on the previously-approved CMAQ Shelf List, or for cost increases to previously-programmed projects. The action also included a loan of \$2.8 million to the San Bernardino County Transportation Authority, with the Executive Director authorized to increase the loan amount if necessary to avoid the rescission.

During the month of March staff was informed of three different project delays and two cost reductions that will result in a total of \$2,762,000 programmed in the current fiscal year that will not be obligated in time. To avoid the risk of a rescission of these funds, it will be necessary to loan them to another county that can use the funds. Although the Executive Director was authorized in January to approve this loan, since there is sufficient time staff is bringing the request to the Commission for approval. At this time the Orange County Transportation Authority (OCTA) has the ability to accept this loan and obligate the funds prior to the rescission, and therefore staff recommends the loan to OCTA move forward.

This recommendation was approved by TRANSCOM at its March 14th meeting, with a different loan amount that has since been slightly increased due to later project status changes. There was no quorum at the TTAC meeting but the committee members present did not have any issue with the additional loan.

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Item #8D

April 5, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PRORAMMING DIRECTOR

SUBJECT: SECTION 13(c) LABOR AGREEMENT

RECOMMENDATION:

- Approve the attached agreement with the Service Employees International Union (SEIU), Local 721, as required for VCTC's Fiscal Year 2018/19 federal transit grant applications with the Federal Transit Administration.

BACKGROUND:

VCTC staff will be filing grant applications with the Federal Transit Administration (FTA) to fund VCTC's FY 2018/19 federal transit projects and other local agency projects. As with all federal transit grant applications, we are required to enter into a U.S. Department of Labor certified agreement, commonly referred to as Section 13(c), with the SEIU which represents both Gold Coast Transit and Simi Valley Transit employees. Federal law requires that VCTC protect the jobs of union represented public transit workers and ensure that transit employees be compensated if jobs are lost as a direct result of proposed projects. Specifically, the federal government requires that the protective arrangements include:

- Preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements;
- Continuation of collective bargaining rights;
- Protection of individual employees against worsening of their positions with respect to their employment;
- Assurances of employment and priority of re-employment;
- Paid training or re-training programs.

These protective arrangements are included in the proposed Agreement (attached). The Agreement is identical to the Agreement approved by the Commission for all previous grant applications over the past years.

All projects to be included in the grant applications are in VCTC's approved FY 2018/19 Program of Projects (POP).

AGREEMENT PURSUANT TO SECTION 13 (C) OF THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED

WHEREAS, the Ventura County Transportation Commission ("Public Body"), has filed applications under the Urban Mass Transportation Act of 1964, as amended ("Act"), to contract for new public transportation services on a demonstration basis, as more fully described in the project applications ("Project"); and

WHEREAS, the Public Body's Project services will operate in the vicinity and service area of the regular mass transit route carriers named in Appendix "A" attached hereto, whose potentially affected employees are employed by Gold Coast Transit and the City of Simi Valley, and represented by the Service Employees International Union, AFL-CIO, CLC, Local 721 ("Union"); and

WHEREAS, Sections 3(a), (4), 9(e)(1) and 13 (c) of the Act require, as a condition of any such assistance, that suitable fair and equitable arrangements be made to protect urban mass transportation industry employees affected by such assistance and

WHEREAS, the parties have agreed upon the following arrangements as fair and equitable;

NOW, THEREFORE, it is agreed that the following terms and conditions shall apply and shall be specified in any contract governing such federal assistance to the Public Body;

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect the employees represented by the Union. It shall be an obligation of the Public Body and any other legally responsible party designated by the Public Body to ensure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of the employees represented by the Union. The term "Project", as used in this Agreement, shall not be limited to the particular facility, service, or operation assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project" shall, when used in this Agreement, include events occurring in anticipation of, during, and subsequent to the Project including any project which follows this project and any program of efficiencies or economies related thereto or traceable to the assistance provided and shall also include requirements relative to the federal program of assistance under the Act generally which are or may be imposed by or on behalf of the United States Government or any department or agency thereof; provided, however, that the volume rises and falls of business, or changes in volume or character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this Agreement.

The parties agree that the first two sentences of the preceding paragraph shall be interpreted in accordance with the U.S. Department of Labor's Rural Transportation Employees Protection Guidebook, pp. 5-6 (1979), which reads as follows:

The first two sentences of this section express the general requirement that employee rights and interest be protected from effects of a Project. Initially, this means that Recipients and any other legally responsible party in designing and implementing a Project must consider the effects a project may have on employees and attempt to minimize any adverse effects. If objectives can be met without adversely affecting employees it is expected that adverse effects will be avoided. In the context of particular Project events, this paragraph is to be read in conjunction with other provisions or the Warranty. It thereby serves to emphasize the specific statutory requirements that employees be protected against a worsening of their employment conditions, and receive offsetting benefits to make them "whole" when unavoidable impacts occur.

(2)(a) The Public Body or legally responsible party shall provide to the unions representing the employees affected thereby sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangement of the working forces. Such notice shall be provided by certified mail to the Union representatives of such employees. The notice shall contain a full and adequate statement of the proposed changes, and the number and classifications of any jobs in the Public Body's employment or the employment of Gold Coast Transit or the City of Simi Valley, or otherwise within its member jurisdictions and/or control, available to be filled by such affected employees.

(2)(b) At the request of either the Public Body or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this Agreement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this Agreement. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protection, including those specifically mandated by Section 13(c) of the Act¹, the Public Body agrees to be bound by this Agreement, including those terms and conditions of Appendix C-1 which are attached hereto as Appendix "B."

(4)(a) Any dispute or controversy arising regarding the Application, interpretation, or enforcement of any of the provisions of this Agreement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be submitted at the written request of the Public Body, or other party at interest, or the Union to a board of arbitration to be selected as hereinafter provided. One arbitrator is to be chosen by each interested party, and the arbitrators thus selected shall endeavor to select a neutral arbitrator who shall serve as chairman. Each party shall appoint its arbitrator within five (5) days after notice of submission to arbitration has been given. Should the arbitrators selected by the parties be unable to agree upon the selection of the neutral arbitrator within ten (10) days after notice of submission to arbitration has been given, then the arbitrator selected by any party may request the American Arbitration Association to furnish, from among members of the National Academy of Arbitrators who are then available to serve, five (5) arbitrators from which the neutral arbitrator shall be selected. The arbitrators appointed by the parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. If any party fails to select its arbitrator within the prescribed time limit, the highest officer of the Union or of the Public Body, or other party at interest, or their nominees, as the case may be, shall be deemed to be the selected arbitrator, and the board of arbitration shall then function and its decision shall have the same force and effect as though all parties had selected their arbitrators. The board of arbitration shall meet within fifteen (15) days after the selection or appointment of the neutral arbitrator and shall render its decision within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. Awards made pursuant to said arbitration may include full back pay and allowances to employee-claimants and such other remedies as may be deemed appropriate and equitable. In a two-party arbitration, the decision by majority vote of the arbitration board shall be final and binding as the decision of the arbitration board, otherwise, in arbitrations of more than two parties at interest, the decision shall be

¹ Such protective arrangement shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangement shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to Section 5(2) (f) of the Act of February 4, 1987 (24 Stat. 379), as amended, currently codified at Title 49 U.S.C. §11326 (formerly codified at 49 U.S.C. §11347).

that of the impartial arbitrator. The salaries and expenses for the impartial arbitrator shall be borne equally by the parties to the proceedings, and other expenses shall be paid by the party incurring them. All conditions of the Agreement shall continue to be effective during the arbitration proceedings.

(4)(b) In the event of any dispute as to whether or not a particular employee was negatively affected by the Project, it shall be the employee's obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Public Body, or other party legally responsible for the application of these conditions, to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee (Hodson's Affidavit in Civil Action No. 825-71). amended, currently codified at 49 U.S.C. § 11326 (formerly codified at 49 U.S.C. § 11347).

(5) The Public Body, or other legally responsible party designated by the public Body, will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employees, may file a claim alleging a violation of these arrangements with the Public Body within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his or her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitations shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(6) Nothing in this Agreement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this Agreement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state or local law, nor shall anything in this Agreement be construed as preventing the continuation of collective bargaining rights..

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, the employee shall be granted priority of employment or reemployment to fill any vacant position within the jurisdictions and/or control of the Public Body for which the employee is, or by training or retraining within a reasonable period can become, qualified. In the event training or retraining is required by such employment or reemployment, the Public Body, or other legally responsible party designated by the Public Body, shall provide for such training or retraining at no cost to the employee.

(8) In the event that the Public Body acquires any public transportation system in connection with the Project, any employee of such acquired transportation system shall be assured employment.

(9) This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by reason of the arrangements made by or for the Public Body to manage and operate the system or administer the contract for that purpose.

Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management, provision and/or operation of the system, or any part or portion thereof, or any mass transportation in the urbanized area of the Project under contractual arrangements of any form with the Public Body, its successors or assigns, shall agree, and as a condition precedent to such contractual arrangements, the Public Body, its successors or assigns, shall require such person, enterprise, body, or agency to agree to abide by the terms of this Agreement.

(10) Any other union which is the collective bargaining representative of urban mass transportation employees in the service area of the Public Body who may be affected by the assistance to the Public Body within the meaning of 49 U.S.C. § 1609(c) other than those employed by a service contractor of the Public Body and working on the system, may become a party to this Agreement, by serving written notice of its desire to do so upon the other union representatives of the employees affected by the Project, the Public Body, and the Secretary of Labor. In the event of any disagreement that such labor organizations

should become a party of this Agreement, then the dispute as to whether such labor organization shall participate shall be determined by the Secretary of Labor.

(11) In the event the Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that the arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or the employee's representative, in accordance with its terms, nor shall any other employee protective agreement or collective bargaining agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(12) This protective agreement/arrangement shall be effective and in full force according to its terms from year to year during the period of the Federal Contract of Assistance and/or thereafter, for as long as necessary to satisfy its intended purpose to protect potentially affected employees from the impact of Federal assistance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this _____ day of _____, 2019.

VENTURA COUNTY TRANSPORTATION COMMISSION

By _____ Date: _____
Manuel Minjares, Chair

APPROVED AS TO FORM:

By _____ Date: _____
Steven T. Mattas, General Counsel

**SERVICE EMPLOYEES INTERNATIONAL UNION,
CTW, CLC LOCAL 721**

By _____ Date: _____
Danny Carrillo

APPENDIX “A”

Carrier

**Gold Coast Transit
City of Simi Valley**

Union

**SEIU Local 721
SEIU Local 721**

Appendix “B”

EMPLOYEE PROTECTIONS DIGEST

APPENDIX C-1

The scope and purpose of this Appendix are to provide, pursuant to section 405 of the Act, for fair and equitable arrangements to protect the interests of employees of Railroads affected by discontinuances of Intercity Rail Passenger Service subject to section 405 of the Act; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this Appendix.

ARTICLE I

1. DEFINITIONS – The definitions in Article I of the Agreement and in the Act apply in this Appendix and in the event of conflict in definitions, those in the Act shall be controlling. In addition, whenever used in this Appendix, unless its context requires otherwise:
 - (a) “Transaction” means a discontinuance of Intercity Rail Passenger Service pursuant to the provisions of the Act.
 - (b) “Displaced employee” means an employee of Railroad who, as a result of a transaction is placed in a worse position with respect to his compensation and rules governing his working conditions, unless changed by future collective bargaining agreements or applicable statutes.
 - (c) “Dismissed employee” means an employee of Railroad who, as a result of a transaction is deprived of employment with Railroad because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of a transaction.
 - (d) “Protective period” means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of 6 years therefrom, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employee was in the employ of Railroad prior to the date of his displacement or his dismissal. For purposes of this Appendix, an employee’s length of service shall be determined in accordance with the provisions of section 7 (b) of the Washington Job Protection Agreement of May, 1936.
2. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of Railroad’s employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.
3. Nothing in this Appendix shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided, that there shall be no duplication or pyramiding of benefits to any employees, and, provided further, that the benefits under this Appendix, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits.

4. When Railroad contemplates a transaction after May 1, 1971, it shall give at least twenty (20) days written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of Railroad (including terminal companies and other enterprises covered by Article III of this Appendix) and by sending registered mail notice to the representatives of such interested employees; if Railroad contemplates a transaction on May 1, 1971 it shall give the notice as soon as possible after the signing of this Agreement, prior to May 1, 1971. Such notice shall contain a full and adequate statement of the proposed changes to be effected by such transaction, including an estimate of the number of employees of each class affected by the intended changes.

At the request of either Railroad or representatives of such interested employees, negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this Appendix shall commence immediately and continue for not more than twenty (20) days from the date of notice. Each transaction which will result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces from all employees involved on basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this section 4. If at the end of the twenty (20) day period there is a failure to agree, the negotiations shall terminate and either party to the dispute may submit it for adjustment in accordance with the following procedures:

- (a) Within five (5) days from the termination of negotiations, the parties shall select a neutral referee and in the event they are unable to agree within said five (5) days upon the selection of said referee, then the National Mediation Board shall immediately appoint a referee.
- (b) No later than twenty (20) days after a referee has been designated a hearing on the dispute shall commence.
- (c) The decision of the referee shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the commencement of the hearing of the dispute.
- (d) The salary and expenses of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

Notwithstanding any of the foregoing provisions of this section, at the completion of the twenty (20) day notice period or on May 1, 1971, as the case may be, Railroad may proceed with the transaction, provided that all employees affected (displaced, dismissed, rearranged, etc.) shall be provided with all the rights and benefits of this Appendix from the time they are affected through to expiration of the seventy-fifth (75th) day following the date of notice of the intended transaction. This protection shall be in addition to the protection period defined in Article I, Paragraph (d). If the above proceeding results in displacement, dismissal, rearrangement, etc. other than as provided by Railroad at the time of the transaction pending the outcome of such proceedings, all employees affected by the transaction during the pendency of such proceedings shall be made whole.

5. DISPLACEMENT ALLOWANCES – (a) So long after a displaced employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall, during his protective period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

Each displaced employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of this displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above "total compensation" and the "total time for which he was paid" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter); provided further, that such allowance shall also be adjusted to reflect subsequent general wage increases.

If a displaced employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(b) If a displaced employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement or dismissal for justifiable cause.

6. DISMISSAL ALLOWANCES – (a) A dismissed employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending Hours of Service Act of 1907 been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter); provided further that such allowance shall also be adjusted to reflect subsequent general wage increases.

(b) The dismissal allowance of any dismissed employee who returns to service with Railroad shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 5.

(c) The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and Railroad shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employee in employment other than with Railroad, and the benefit received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the Railroad from which he was dismissed after being notified, or with the National Railroad Passenger Corporation after appropriate notification, if his return does not infringe upon employment rights of other employees under a working agreement.

7. SEPARATION ALLOWANCE – A dismissed employee entitled to protection under this Appendix, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this Appendix) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1936.
8. FRINGE BENEFITS – No employee of Railroad who is affected by a transaction shall be deprived during his protective period of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of Railroad, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.
9. MOVING EXPENSES – Any employee retained in the service of Railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction, and who within his protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses of himself and members of his family, including living expenses for himself and his family and for his own actual wage loss, not to exceed three working days, the exact extent of the responsibility of Railroad during the time necessary for such transfer and for a reasonable time thereafter and the ways and means of transportation to be agreed upon in advance by Railroad and the affected employee or his representatives; provided, however, that changes in place of residence which are not a result of the transaction, which are made subsequent to the initial change or which grow out of the normal exercise of seniority rights, shall not be considered to be within the purview of this Section; provided further, that the Railroad shall, to the same extent provided above, assume the expenses, etc. for any employee furloughed within three (3) years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claim for reimbursement shall be paid under the provisions of this Section unless such claim is presented to Railroad within 90 days after the date on which the expenses were incurred.
10. Should Railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employee of benefits to which he otherwise would have become entitled under this Appendix, this Appendix will apply to such employee.
11. ARBITRATION OF DISPUTES – (a) In the event Railroad and its employees or their authorized representatives cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this Appendix, except Section 4 and 12 of this Article I, within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or the highest officer designated by Railroad, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force

and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree to a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.

(b) In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event Railroad will be entitled to appoint additional representatives so as to equal the number of labor organization representatives.

(c) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(d) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(e) In the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the Railroad's burden to prove that factors other than a transaction affected the employee.

12. LOSSES FROM HOME REMOVAL – (a) the following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of Railroad (or who is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment within his protective period as a result of the transaction and is therefore required to move his place of residence:

- (i) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by Railroad for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the move in question shall be determined as of a date sufficiently prior to the date of the transaction so as to be unaffected thereby. Railroad shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other person.
- (ii) If the employee is under a contract to purchase his home, Railroad shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligation under his contract.
- (iii) If the employee holds an unexpired lease of a dwelling occupied by him at his home, Railroad shall protect him from all loss and cost in securing the cancellation of said lease.

(b) Changes in place of residence which are made subsequent to the initial changes caused by the transaction and which grow out of the normal exercise of seniority rights, shall not be considered to be within the purview of this Section.

(c) No claim for loss shall be paid under the provisions of this Section unless such claim is presented to Railroad within 1 year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint

conference between the employees, or their representatives and Railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and one by Railroad, and these two, if unable to agree within 30 days upon a valuation, shall endeavor by agreement within 10 days thereafter to select a third appraiser shall be selected, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

ARTICLE II

1. Any employee who is terminated or furloughed as a result of a transaction shall, if he so requests, be granted priority of employment or reemployment to fill a position comparable to that which he held when terminated or furloughed, even though in a different craft or class, on Railroad which he is, or by training or retraining physically and mentally can become, qualified, not however, in contravention of collective bargaining agreements relating thereto.
2. In the event such training or retraining is requested by such employee, Railroad shall provide for such training or retraining at no cost to the employee.
3. If such a terminated or furloughed employee who has made a request under sections 1 or 2 of this Article II fails without good cause within 10 calendar days to accept an offer of a position comparable to that which he held when terminated or furloughed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such 10 day training, forfeit all rights and benefits under this Appendix.

ARTICLE III

Subject to this Appendix, as if employees of Railroad, shall be employees, if affected by a transaction, of separately incorporated terminal companies which are owned (in whole or in part) or used by Railroad and employees of any other enterprise within the definition of common carrier by railroad in Section 1(3) of Part I of the Interstate Commerce Act, as amended, in which Railroad has an interest, to which Railroad provided facilities, or with which Railroad contracts for use of facilities, or the facilities of which Railroad otherwise uses; except that the provisions of this Appendix shall be suspended with respect to each such employee until and unless he applies for employment with each owning carrier and each using carrier and to the National Railroad Passenger Corporation; provided that said carriers and the National Railroad Passenger Corporation shall establish one convenient central location for each terminal or other enterprise for receipt of one such application which will be effective as to all said carriers and the Corporation and Railroad shall notify such employees of this requirement and of the location for receipt of the application. Such employees shall not be entitled to any of the benefits of this Appendix in the case of failure, without good cause, to accept comparable employment, which does not require a change in place of residence, under the same conditions as apply to other employees under this Appendix, with the National Railroad Passenger Corporation or any carrier for which application for employment has been made in accordance with this section.

ARTICLE IV

Employees of Railroad who are not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under these terms and conditions.

In the event any dispute or controversy arises between Railroad and an employee not represented by a labor organization with respect to the interpretation, application or enforcement of any provision hereof which cannot be settled by the parties within 30 days after the dispute arises, either party may refer the dispute to the Secretary of Labor for determination. The determination of the Secretary of Labor, or his designated representative, shall be final and binding on the parties.

ARTICLE V

1. It is the intent of this Appendix to provide employee protections which meet the requirements of Section 405 of the Act and are not less than the benefits established pursuant to Section 5(2)(f) of the Interstate Commerce Act. In so doing, changes in wording and organization from arrangements earlier developed under section 5(2)(f) have been necessary to make such benefits applicable to contemplated discontinuances of intercity rail passenger service affecting a great number of railroads throughout the nation. In making such changes it is not the intent of this Appendix to diminish such benefits. Thus, the terms of this Appendix are to be resolved in favor of this intent to provide employee protections and benefits no less than those established pursuant to Section 5(2)(f) of the Interstate Commerce Act.
2. In the event any provision of this Appendix is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Appendix shall not be affected, and such provision shall be renegotiated and resubmitted to the Secretary of Labor for certification pursuant to Section 405 of the Act.

AGREEMENT PURSUANT TO SECTION 13 (C) OF THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED

WHEREAS, the Ventura County Transportation Commission ("Public Body"), has filed applications under the Urban Mass Transportation Act of 1964, as amended ("Act"), to contract for new public transportation services on a demonstration basis, as more fully described in the project applications ("Project"); and

WHEREAS, the Public Body's Project services will operate in the vicinity and service area of the regular mass transit route carriers named in Appendix "A" attached hereto, whose potentially affected employees are employed by Gold Coast Transit and the City of Simi Valley, and represented by the Service Employees International Union, AFL-CIO, CLC, Local 721 ("Union"); and

WHEREAS, Sections 3(a), (4), 9(e)(1) and 13 (c) of the Act require, as a condition of any such assistance, that suitable fair and equitable arrangements be made to protect urban mass transportation industry employees affected by such assistance and

WHEREAS, the parties have agreed upon the following arrangements as fair and equitable;

NOW, THEREFORE, it is agreed that the following terms and conditions shall apply and shall be specified in any contract governing such federal assistance to the Public Body;

(2) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect the employees represented by the Union. It shall be an obligation of the Public Body and any other legally responsible party designated by the Public Body to ensure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of the employees represented by the Union. The term "Project", as used in this Agreement, shall not be limited to the particular facility, service, or operation assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project" shall, when used in this Agreement, include events occurring in anticipation of, during, and subsequent to the Project including any project which follows this project and any program of efficiencies or economies related thereto or traceable to the assistance provided and shall also include requirements relative to the federal program of assistance under the Act generally which are or may be imposed by or on behalf of the United States Government or any department or agency thereof; provided, however, that the volume rises and falls of business, or changes in volume or character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this Agreement.

The parties agree that the first two sentences of the preceding paragraph shall be interpreted in accordance with the U.S. Department of Labor's Rural Transportation Employees Protection Guidebook, pp. 5-6 (1979), which reads as follows:

The first two sentences of this section express the general requirement that employee rights and interest be protected from affects of a Project. Initially, this means that Recipients and any other legally responsible party in designing and implementing a Project must consider the effects a project may have on employees and attempt to minimize any adverse effects. If objectives can be met without adversely affecting employees it is expected that adverse effects will be avoided. In the context of particular Project events, this paragraph is to be read in conjunction with other provisions or the Warranty. It thereby serves to emphasize the specific statutory requirements that employees be protected against a worsening of their employment conditions, and receive offsetting benefits to make them "whole" when unavoidable impacts occur.

(2)(a) The Public Body or legally responsible party shall provide to the unions representing the employees affected thereby sixty (60) days' notice of intended actions which may result in displacements or

dismissals or rearrangement of the working forces. Such notice shall be provided by certified mail to the Union representatives of such employees. The notice shall contain a full and adequate statement of the proposed changes, and the number and classifications of any jobs in the Public Body's employment or the employment of Gold Coast Transit or the City of Simi Valley, or otherwise within its member jurisdictions and/or control, available to be filled by such affected employees.

(2)(b) At the request of either the Public Body or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this Agreement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this Agreement. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(4) For the purpose of providing the statutory required protection, including those specifically mandated by Section 13(c) of the Act¹, the Public Body agrees to be bound by this Agreement, including those terms and conditions of Appendix C-1 which are attached hereto as Appendix "B."

¹/ Such protective arrangement shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangement shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to Section 5(2) (f) of the Act of February 4, 1987 (24 Stat. 379), as amended, currently codified at 49 U.S.C. §11347.

(4)(a) Any dispute or controversy arising regarding the Application, interpretation, or enforcement of any of the provisions of this Agreement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be submitted at the written request of the Public Body, or other party at interest, or the Union to a board of arbitration to be selected as hereinafter provided. One arbitrator is to be chosen by each interested party, and the arbitrators thus selected shall endeavor to select a neutral arbitrator who shall serve as chairman. Each party shall appoint its arbitrator within five (5) days after notice of submission to arbitration has been given. Should the arbitrators selected by the parties be unable to agree upon the selection of the neutral arbitrator within ten (10) days after notice of submission to arbitration has been given, then the arbitrator selected by any party may request the American Arbitration Association to furnish, from among members of the National Academy of Arbitrators who are then available to serve, five (5) arbitrators from which the neutral arbitrator shall be selected. The arbitrators appointed by the parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. If any party fails to select its arbitrator within the prescribed time limit, the highest officer of the Union or of the Public Body, or other party at interest, or their nominees, as the case may be, shall be deemed to be the selected arbitrator, and the board of arbitration shall then function and its decision shall have the same force and effect as though all parties had selected their arbitrators. The board of arbitration shall meet within fifteen (15) days after the selection or appointment of the neutral arbitrator and shall render its decision within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. Awards made pursuant to said arbitration may include full back pay and allowances to employee-claimants and such other remedies as may be deemed appropriate and equitable. In a two-party arbitration, the decision by majority vote of the arbitration board shall be final and binding as the decision of the arbitration board, otherwise, in arbitrations of more than two parties at interest, the decision shall be that of the impartial arbitrator. The salaries and expenses for the impartial arbitrator shall be borne equally by the parties to the proceedings, and other expenses shall be paid by the party incurring them. All conditions of the Agreement shall continue to be effective during the arbitration proceedings.

(4)(b) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the employee's obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Public Body, or other party legally responsible for the application of these conditions, to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee (Hodson's Affidavit in Civil Action No. 825-71). amended, currently codified at 49 U.S.C. §11347.

(13) The Public Body, or other legally responsible party designated by the public Body, will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employees, may file a claim alleging a violation of these arrangements with the Public Body within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his or her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitations shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(14) Nothing in this Agreement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this Agreement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(15) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, the employee shall be granted priority of employment or reemployment to fill any vacant position within the jurisdictions and/or control of the Public Body for which the employee is, or by training or retraining within a reasonable period can become, qualified. In the event training or retraining is

required by such employment or reemployment, the Public Body, or other legally responsible party designated by the Public Body, shall provide for such training or retraining at no cost to the employee.

(16) This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by reason of the arrangements made by or for the Public Body to manage and operate the system or administer the contract for that purpose.

Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management, provision and/or operation of the system, or any part or portion thereof, or any mass transportation in the urbanized area of the Project under contractual arrangements of any form with the Public Body, its successors or assigns, shall agree, and as a condition precedent to such contractual arrangements, the Public Body, its successors or assigns, shall require such person, enterprise, body, or agency to agree to abide by the terms of this Agreement.

(17) Any other union which is the collective bargaining representative of urban mass transportation employees in the service area of the Public Body who may be affected by the assistance to the Public Body within the meaning of 49 U.S.C. §1609(c) other than those employed by a service contractor of the Public Body and working on the system, may become a party to this Agreement, by serving written notice of its desire to do so upon the other union representatives of the employees affected by the Project, the Public Body, and the Secretary of Labor. In the event of any disagreement that such labor organizations should become a party of this Agreement, then the dispute as to whether such labor organization shall participate shall be determined by the Secretary of Labor.

(18) In the event the Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that the arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or the employee's representative, in accordance with its terms, nor shall any other employee protective agreement or collective bargaining agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(19) This protective agreement/arrangement shall be effective and in full force according to its terms from year to year during the period of the Federal Contract of Assistance and/or thereafter, for as long as necessary to satisfy its intended purpose to protect potentially affected employees from the impact of Federal assistance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this _____ day of _____, 2014.

VENTURA COUNTY TRANSPORTATION COMMISSION

By _____
Ralph Fernandez, Chair

Date: _____

APPROVED AS TO FORM:

By _____
Steven T. Mattas, General Counsel

Date: _____

**SERVICE EMPLOYEES INTERNATIONAL UNION,
AFL-CIO, CLC LOCAL 721**

By _____
Rachel Flores

Date: _____

APPENDIX “A”

Carrier

**Gold Coast Transit
City of Simi Valley**

Union

**SEIU Local 721
SEIU Local 721**

Appendix “B”

EMPLOYEE PROTECTIONS DIGEST

APPENDIX C-1

The scope and purpose of this Appendix are to provide, pursuant to section 405 of the Act, for fair and equitable arrangements to protect the interests of employees of Railroads affected by discontinuances of Intercity Rail Passenger Service subject to section 405 of the Act; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this Appendix.

ARTICLE I

13. DEFINITIONS – The definitions in Article I of the Agreement and in the Act apply in this Appendix and in the event of conflict in definitions, those in the Act shall be controlling. In addition, whenever used in this Appendix, unless its context requires otherwise:
- (e) “Transaction” means a discontinuance of Intercity Rail Passenger Service pursuant to the provisions of the Act.
 - (f) “Displaced employee” means an employee of Railroad who, as a result of a transaction is placed in a worse position with respect to his compensation and rules governing his working conditions, unless changed by future collective bargaining agreements or applicable statutes.
 - (g) “Dismissed employee” means an employee of Railroad who, as a result of a transaction is deprived of employment with Railroad because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of a transaction.
 - (h) “Protective period” means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of 6 years therefrom, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employee was in the employ of Railroad prior to the date of his displacement or his dismissal. For purposes of this Appendix, an employee’s length of service shall be determined in accordance with the provisions of section 7 (b) of the Washington Job Protection Agreement of May, 1936.
14. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of Railroad’s employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.
15. Nothing in this Appendix shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided, that there shall be no duplication or pyramiding of benefits to any employees, and, provided further, that the benefits under this Appendix, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits.

16. When Railroad contemplates a transaction after May 1, 1971, it shall give at least twenty (20) days written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of Railroad (including terminal companies and other enterprises covered by Article III of this Appendix) and by sending registered mail notice to the representatives of such interested employees; if Railroad contemplates a transaction on May 1, 1971 it shall give the notice as soon as possible after the signing of this Agreement, prior to May 1, 1971. Such notice shall contain a full and adequate statement of the proposed changes to be effected by such transaction, including an estimate of the number of employees of each class affected by the intended changes.

At the request of either Railroad or representatives of such interested employees, negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this Appendix shall commence immediately and continue for not more than twenty (20) days from the date of notice. Each transaction which will result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces from all employees involved on basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this section 4. If at the end of the twenty (20) day period there is a failure to agree, the negotiations shall terminate and either party to the dispute may submit it for adjustment in accordance with the following procedures:

- (e) Within five (5) days from the termination of negotiations, the parties shall select a neutral referee and in the event they are unable to agree within said five (5) days upon the selection of said referee, then the National Mediation Board shall immediately appoint a referee.
- (f) No later than twenty (20) days after a referee has been designated a hearing on the dispute shall commence.
- (g) The decision of the referee shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the commencement of the hearing of the dispute.
- (h) The salary and expenses of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

Notwithstanding any of the foregoing provisions of this section, at the completion of the twenty (20) day notice period or on May 1, 1971, as the case may be, Railroad may proceed with the transaction, provided that all employees affected (displaced, dismissed, rearranged, etc.) shall be provided with all the rights and benefits of this Appendix from the time they are affected through to expiration of the seventy-fifth (75th) day following the date of notice of the intended transaction. This protection shall be in addition to the protection period defined in Article I, Paragraph (d). If the above proceeding results in displacement, dismissal, rearrangement, etc. other than as provided by Railroad at the time of the transaction pending the outcome of such proceedings, all employees affected by the transaction during the pendency of such proceedings shall be made whole.

17. **DISPLACEMENT ALLOWANCES** – (a) So long after a displaced employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall, during his protective period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

Each displaced employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of this displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above "total compensation" and the "total time for which he was paid" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter); provided further, that such allowance shall also be adjusted to reflect subsequent general wage increases.

If a displaced employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(b) If a displaced employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement or dismissal for justifiable cause.

18. **DISMISSAL ALLOWANCES** – (a) A dismissed employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending Hours of Service Act of 1907 been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter); provided further that such allowance shall also be adjusted to reflect subsequent general wage increases.

(b) The dismissal allowance of any dismissed employee who returns to service with Railroad shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 5.

(c) The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and Railroad shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employee in employment other than with Railroad, and the benefit received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the Railroad from which he was dismissed after being notified, or with the National Railroad Passenger Corporation after appropriate notification, if his return does not infringe upon employment rights of other employees under a working agreement.

19. SEPARATION ALLOWANCE – A dismissed employee entitled to protection under this Appendix, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this Appendix) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1936.
20. FRINGE BENEFITS – No employee of Railroad who is affected by a transaction shall be deprived during his protective period of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of Railroad, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.
21. MOVING EXPENSES – Any employee retained in the service of Railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction, and who within his protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses of himself and members of his family, including living expenses for himself and his family and for his own actual wage loss, not to exceed three working days, the exact extent of the responsibility of Railroad during the time necessary for such transfer and for a reasonable time thereafter and the ways and means of transportation to be agreed upon in advance by Railroad and the affected employee or his representatives; provided, however, that changes in place of residence which are not a result of the transaction, which are made subsequent to the initial change or which grow out of the normal exercise of seniority rights, shall not be considered to be within the purview of this Section; provided further, that the Railroad shall, to the same extent provided above, assume the expenses, etc. for any employee furloughed within three (3) years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claim for reimbursement shall be paid under the provisions of this Section unless such claim is presented to Railroad within 90 days after the date on which the expenses were incurred.
22. Should Railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employee of benefits to which he otherwise would have become entitled under this Appendix, this Appendix will apply to such employee.
23. ARBITRATION OF DISPUTES – (a) In the event Railroad and its employees or their authorized representatives cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this Appendix, except Section 4 and 12 of this Article I, within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or the highest officer designated by Railroad, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force

and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree to a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.

(b) In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event Railroad will be entitled to appoint additional representatives so as to equal the number of labor organization representatives.

(c) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(d) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(e) In the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the Railroad's burden to prove that factors other than a transaction affected the employee.

24. LOSSES FROM HOME REMOVAL – (a) the following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of Railroad (or who is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment within his protective period as a result of the transaction and is therefore required to move his place of residence:

(iv) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by Railroad for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the move in question shall be determined as of a date sufficiently prior to the date of the transaction so as to be unaffected thereby. Railroad shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other person.

(v) If the employee is under a contract to purchase his home, Railroad shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligation under his contract.

(vi) If the employee holds an unexpired lease of a dwelling occupied by him at his home, Railroad shall protect him from all loss and cost in securing the cancellation of said lease.

(b) Changes in place of residence which are made subsequent to the initial changes caused by the transaction and which grow out of the normal exercise of seniority rights, shall not be considered to be within the purview of this Section.

(c) No claim for loss shall be paid under the provisions of this Section unless such claim is presented to Railroad within 1 year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint

conference between the employees, or their representatives and Railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and one by Railroad, and these two, if unable to agree within 30 days upon a valuation, shall endeavor by agreement within 10 days thereafter to select a third appraiser shall be selected, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

ARTICLE II

4. Any employee who is terminated or furloughed as a result of a transaction shall, if he so requests, be granted priority of employment or reemployment to fill a position comparable to that which he held when terminated or furloughed, even though in a different craft or class, on Railroad which he is, or by training or retraining physically and mentally can become, qualified, not however, in contravention of collective bargaining agreements relating thereto.
5. In the event such training or retraining is requested by such employee, Railroad shall provide for such training or retraining at no cost to the employee.
6. If such a terminated or furloughed employee who has made a request under sections 1 or 2 of this Article II fails without good cause within 10 calendar days to accept an offer of a position comparable to that which he held when terminated or furloughed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such 10 day training, forfeit all rights and benefits under this Appendix.

ARTICLE III

Subject to this Appendix, as if employees of Railroad, shall be employees, if affected by a transaction, of separately incorporated terminal companies which are owned (in whole or in part) or used by Railroad and employees of any other enterprise within the definition of common carrier by railroad in Section 1(3) of Part I of the Interstate Commerce Act, as amended, in which Railroad has an interest, to which Railroad provided facilities, or with which Railroad contracts for use of facilities, or the facilities of which Railroad otherwise uses; except that the provisions of this Appendix shall be suspended with respect to each such employee until and unless he applies for employment with each owning carrier and each using carrier and to the National Railroad Passenger Corporation; provided that said carriers and the National Railroad Passenger Corporation shall establish one convenient central location for each terminal or other enterprise for receipt of one such application which will be effective as to all said carriers and the Corporation and Railroad shall notify such employees of this requirement and of the location for receipt of the application. Such employees shall not be entitled to any of the benefits of this Appendix in the case of failure, without good cause, to accept comparable employment, which does not require a change in place of residence, under the same conditions as apply to other employees under this Appendix, with the National Railroad Passenger Corporation or any carrier for which application for employment has been made in accordance with this section.

ARTICLE IV

Employees of Railroad who are not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under these terms and conditions.

In the event any dispute or controversy arises between Railroad and an employee not represented by a labor organization with respect to the interpretation, application or enforcement of any provision hereof which cannot be settled by the parties within 30 days after the dispute arises, either party may refer the dispute to the Secretary of Labor for determination. The determination of the Secretary of Labor, or his designated representative, shall be final and binding on the parties.

ARTICLE V

3. It is the intent of this Appendix to provide employee protections which meet the requirements of Section 405 of the Act and are not less than the benefits established pursuant to Section 5(2)(f) of the Interstate Commerce Act. In so doing, changes in wording and organization from arrangements earlier developed under section 5(2)(f) have been necessary to make such benefits applicable to contemplated discontinuances of intercity rail passenger service affecting a great number of railroads throughout the nation. In making such changes it is not the intent of this Appendix to diminish such benefits. Thus, the terms of this Appendix are to be resolved in favor of this intent to provide employee protections and benefits no less than those established pursuant to Section 5(2)(f) of the Interstate Commerce Act.
4. In the event any provision of this Appendix is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Appendix shall not be affected, and such provision shall be renegotiated and resubmitted to the Secretary of Labor for certification pursuant to Section 405 of the Act.



Item #8E

April 5, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: DONNA ZIMMERMANN, CLERK OF THE BOARD
SUBJECT: AUTHORIZATION FOR DESTRUCTION OF RECORDS

RECOMMENDATION:

- Approve the destruction of itemized records.

BACKGROUND:

This item presents for approval the destruction of records at Ventura County Transportation Commission, pursuant to Provisions of “Administrative Code of the Ventura County Transportation Commission, Ventura County Airport Land Use Commission, Ventura County Service Authority for Freeway Emergencies, the Consolidated Transportation Service Agency for Ventura County and the Ventura County Congestion Management Agency” (Article V, Section H).

Staff is requesting the destruction of records found within Attachment A.

Staff Position Review	Advisory Recommendation	Comments
Executive Director	X	Reviewed and recommended
Director of Finance	X	Reviewed and recommended
Director of Technology	X	Reviewed and recommended
Director of Programming	X	Reviewed and recommended
Director of Bus Transit Services	X	Reviewed and recommended

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Attachment A

**REQUEST TO DESTROY
FINANCE DEPT. RECORDS
LOCATION: STORAGE**

FY 1997/98	Accounts Payable, General Fund, Deposits, Check Copies, Smart Card, UZA, STA, LTF, Payroll, VISTA – <i>6 Boxes</i>
FY 1998/99	TDA Audits and Claims, Accounts Payable, Bank Statements, Check Copies, Financials, General Fund, UZA, STA, LTF, Payroll, SCRRA Metrolink Peer Review, Smartcard, VISTA, SPBL – <i>10 Boxes</i>
FY 1999/2000	Accounts Payable, SAFE, Financials, Smart Card, VISTA, SPBL, Check Copies, Deposits, Bank Statements – <i>8 Boxes</i>
FY 2000/01	VISTA Pass Sales, TDA Claims and Audits, General Fund, Bank Statements, STA, LTF, UZA, Bike Fund, County Reports and Check Copies, SPBL – <i>6 Boxes</i>
FY 2001/02	VISTA, GoVentura, TDA Claims and Audits, Smart Card, Payroll, General Fund, Bank Statements, UZA, STA, LTF, County Reports and Check Copies, SAFE – <i>10 Boxes</i>
FY 2002/03	TDA Audits and Claims, Blue Senior Tickets, Check Copies, Deposits, Accounts Payable, Check Copies, Deposits, Smart Card, GoVentura, UZA, LTF, STA, Bike Fund, VISTA – <i>9 Boxes</i>
FY 2003/04	TDA Claims and Audits, Accounts Payable, Deposits, Check Copies, Bank Statements, SAFE, SPBL, Smart Card, UZA, LTF, STA, Bike Fund, Payroll, Quarterly Backup – <i>10 Boxes</i>
FY 2004/05	Accounts Payable, Senior Tickets, Bank Statements, Check Copies, Deposits, Financials, Payroll, Smart Card, TDA Audits and Claims, UZA, LTF, STA, SAFE, SPBL, VISTA – <i>9 Boxes</i>
FY 2005/06	Accounts Payable, Check Copies, Payroll, Deposits, Bank Statements, SAFE, SPBL, Bike Fund, LTF, Smart Card, TDA Audits and Claims, VISTA – <i>10 Boxes</i>
FY 2006/07	Accounts Payable, Bank Statements, LTF, STA, Deposits, Payroll, Smart Card, SPBL, SAFE, Check Copies, TDA Claims and Audits, VISTA – <i>7 Boxes</i>
FY 2007/08	Accounts Payable, Check Copies, Senior Tickets, Deposits, Bank Statements, SAFE, GoVentura, Quarterly Payroll, financials, General Fund, STA, CTF, SPBL, VISTA, TDA Claims and Audits – <i>12 Boxes</i>

The following are listed by destruction date marked on the box:

**REQUEST TO DESTROY
PROGRAMMING DEPT. RECORDS
LOCATION: STORAGE**

2009 Soundwall Studies – 1 Box
2010 Grants, Bike Fund, SB45 PPM 2005 – 1 Box
2010 Grants 9/05 CA-130950, Call for Projects and ISTE Applications – 2 Boxes
2012 Camarillo Station Public Art – 1 Box
2012 9/07 CA-03-0741, CA-03-09 – 3 Boxes
2012 X-647, 57-X004, Y042, 0738 – 1 Box
2012 CA-90-4095, X987 – 1 Box
2012 Pre 2008-2010 ADA Certifications – 9 Boxes
2012 Pre 2008 ADA Certifications – 3 Boxes
2012 FY 05/06 SBCAG 101 In Motion Study – 1 Box
2013 2004/07 Triennial Review – 1 Box
2013 5/11 FTA/NTD/TIP – 1 Box
2013 2007 Triennial Review – 1 Box
2014 2004 Triennial Review, Pre 2005 NTD – 1 Box
2015 Camarillo Station Soundwalls-1 Box
2016 2008 TIP, 2003 Call for Projects – 1 Box
2017 Camarillo Station Spec #05-01 - 2 Boxes
2018 3/08-7/09 CTC Agendas, 2003, 2004, and 2008 RTP – 1 Box

**REQUEST TO DESTROY
TRANSIT DEPT. RECORDS
LOCATION: STORAGE**

2008 FY 2001 Metrolink Board Subcommittee Agendas – 1 Box
2009 Metrolink Amtrak FY 2001/02 Placentia Accident – 1 Box
2010 FY 91/92-FY 95/96 Metrolink Budget-1 Box
2015 FY 2007/08 Transit Center Remote Sales – 1 Box
2018 FY 2010/11 Smart Card Reconciliations – 1 Box
2018 FY 2010/11 Year End Submittals – 1 Box

**REQUEST TO DESTROY
TECHNOLOGY DEPT. RECORDS
LOCATION:STORAGE**

RAIL

2015 Sycamore Grade Crossing Spec #05-02-1 Box

CMP

2012 1994 CMP – 1 Box
2012 1993 CMP Data – 1 Box
2012 Traffic Volume Data – 1 Box

COMMUTER SERVICES

2013 FY 2010/11 Rideshare Surveys and Pledge Cards – 2 Boxes
2014 3/11 Rideshare Surveys and Pledge Cards – 1 Box
2017 FY 2014/15 Rule 211 Surveys – 2 Boxes
2018 FY 2015/16 Commuter Surveys – 2 Boxes



Item #8F

April 5, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: CLAIRE GRASTY, PLANNING MANAGER

**SUBJECT: FY 2017/18 LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
COLLEGE RIDE PILOT PROGRAM EXTENSION**

RECOMMENDATION:

- Approve extending the FY17/18 College Ride Transit Fare Promotion Project to provide reduced transit fares for students for the 2019 Summer Term.

BACKGROUND:

The Low Carbon Transit Operations Program (LCTOP) is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862. All of the programs are competitive grant programs with the exception of LCTOP which provides ongoing apportionments based on the State Transit Assistance formula. The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities.

Part of VCTC's 17/18 apportionment funded the first year of the College Ride Pilot Program through May 31, 2019. The program has been greatly successful, providing 205,000 free rides to college students in the first semester and helping to increase ridership for county operators. Due to the success of this program, staff is seeking approval to extend the program into the summer term, which requires extending the 17/18 grant. Free fares for enrolled students for the summer term will be paid for through June 30 with surplus funds available in the 17/18 allocation and by the 18/19 allocation for free fares during July and August. Additional information about the 18/19 allocation request can be found in the FY 2018/19 Low Carbon Transit Operations Program (LCTOP) Allocation item.

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Item #9

April 5, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

SUBJECT: NATURAL GAS PRESENTATION

RECOMMENDATION:

- Receive and file

DISCUSSION:

Ken Chawkins, So Cal Gas Business Policy Manager will present: "Natural Gas- Part of a Balanced Energy Approach that Can Work for Everyone". Mr. Chawkins will discuss:

- Near-Zero Emissions Natural Gas Engines
- Renewable Natural Gas as Transportation Fuel
- Greenhouse Gas Reduction and Renewable Gas
- Biogas to Renewable Gas Pathways
- CNG Fueling Infrastructure
- Converting excess renewable electricity into renewable natural gas

This presentation was provided to SCAG. Commissioner Mike Judge, who represents VCTC at SCAG, was in attendance and requested for VCTC to hear this presentation.

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Item #10

April 5, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: DARREN KETTLE, EXECUTIVE DIRECTOR
SALLY DEGEORGE, FINANCE DIRECTOR**

SUBJECT: FISCAL YEAR 2019/2020 DRAFT BUDGET – PUBLIC HEARING

RECOMMENDATION:

- Conduct a Public Hearing to receive testimony on the Draft Fiscal Year 2019/2020 Budget.
- Receive the Fiscal Year 2019/2020 Draft Budget.

DISCUSSION:

The Draft Fiscal Year 2019/2020 Budget is divided into two main sections: the Main Budget and the Program Task Budgets. The Main Budget contains the program overviews and projections and is intended to provide a general understanding of VCTC's budgeted activities and programs for the coming fiscal year. The Program Task Budgets contain task level detail of the projects including objectives and accomplishments. This task driven budget is designed to provide fiscal transparency and clarity of VCTC's programs and services to the region.

The Draft Budget is in many ways a "continuation" budget for the majority of VCTC programs and projects. At \$77,356,095, the Fiscal Year 2019/2020 Draft Budget is \$2,773,439 or 3.5% lower than Fiscal Year 2018/2019. The Draft budget is a balanced budget with an estimated ending fund balance of \$15,636,477. The draft budget contains six programs:

- Transit and Transportation program at \$17,651,800
- Highway program at \$8,590,000
- Rail program at \$13,309,574
- Commuter Assistance program at \$589,900
- Planning and Programming program at \$35,930,921
- General Government program at \$1,283,900

Personnel costs for Fiscal Year 2019/2020 are budgeted at \$3,168,200 or 4.1% of the budget, which is an increase of \$101,300 from the previous fiscal year. The increase is largely due to an increase in wages, associated taxes and employee insurances. The wage cost of \$2,100,200 includes approximately a \$41,000 pool for merit increases for employees not at the top of their range. Benefits account for 1.4% of the Draft Budget. Further information about personnel can be found within the Personnel Section of the budget.

Below are some of the major changes in the Draft Fiscal Year 2019/2020 budget as compared to last fiscal year. Additional details of these major changes, as well as smaller changes to all budgets, can be found within the individual budget tasks. The major changes that occurred from last fiscal year include:

- The Regional Transit Technology budget decreased by \$2,118,616 as it is anticipated that the CAD/AVL equipment project will be completed in Fiscal Year 2018/2019.
- The Transit Grant Administration budget decreased by \$5,406,503 as pass-through projects were completed. It is expected to increase with the final budget when new pass-through funds to local agencies are included.
- The VCTC Intercity Service budget decreased by \$762,626 due to the completion of the bus purchase in Fiscal Year 2018/2019 offset by depreciation expense in the current year not previously budgeted.
- The Motorist Aid Services budget (previously the Callbox System budget) decreased by \$581,000 due to the completion of the ADA upgrades and compliance project.
- The Highway Project Management budget increased by \$2,740,080 for the continuation of the U.S. 101 preliminary engineering and environmental documents.
- The Metrolink Commuter Rail budget increased by \$2,841,323 largely due to carry-over of the capital rehabilitation projects funded by SB1/State of Good Repair funds.
- The Rideshare Program budget increased by \$32,800 due to increased database administration and staffing costs.
- The Regional Transit Planning budget decreased by \$346,691 largely due to the completion of consultant studies such as the Origin/Destination Customer Satisfaction Survey and the implementation portion of the College Pass Program.
- The Regional Transportation Planning budget decreased by \$161,500 for partial completion of the multi-modal corridor study of the U.S. 101 and freight corridor extension study.
- The Transportation Development Act budget increased \$836,894 due to increased pass-through funds to local agencies.
- The Management and Administration budget increased by \$137,800 for relocation and furniture and equipment for the new office area and an adjustment for the over collection of the ICAP in a previous fiscal year.

The estimated ending Fiscal Year 2019/2020 fund balance (after contingency set aside) is expected to be \$15.6 million. The Commission's available General Fund balance is estimated at \$48,345. The other funds are restricted and the estimated fund balance are \$43,517 for the Local Transportation Fund (which includes \$571,517 for unallocated Article 3 bicycle and pedestrian funds), \$12 million for the State Transit Assistance fund, \$3.5 million for the Service Authority for Freeway Emergencies fund and a zero balance for the Santa Paula Branch Line, VCTC Intercity Services and Valley Express funds.

It is important to note a few reasons the STA fund balance is at \$12 million. First, the STA fund balance is used for on-going cash flow needs when State and Federal grants are delayed. Also, these funds although not currently budgeted, could be used for nonrecurring capital costs associated with Metrolink capital and rehabilitation expenditures, possible bus purchases for the VCTC Intercity Service or other transit projects benefiting the County.

The Draft Budget is a "work-in-progress" for VCTC as tasks are fine-tuned. Staff will update the final budget with input received from the Commission and new information as it becomes available from local partners such as Metrolink and funding information from the State and Federal governments.

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Page #3

As required by the VCTC Administrative Code, the proposed Draft Fiscal Year 2019/2020 budget was submitted to the Finance Committee (Chair Minjares, Vice-Chair Craven, and Past-Chair Parks) for review. Chair Minjares, Vice-Chair Craven and Past Chair Parks discussed the details of the Draft Budget at the March 28th Finance Committee meeting and recommended forwarding the Draft Budget to the full Commission as presented for review and a public hearing.

As required by the Administrative Code, a public hearing will be held at the April meeting. The final budget is scheduled for adoption at the Commission's June 2019 meeting, at which time a second public hearing will be held pursuant to the VCTC Administrative Code.

The proposed Draft Fiscal Year 2019/2020 Budget is a balanced budget and is a separate attachment to the agenda. A copy of the Draft Fiscal Year 2019/2020 budget is available on the VCTC website at www.goventura.org

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Item #11

April 5, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: JUDITH JOHNDUFF, PROGRAM MANAGER
AARON BONFILIO, PROGRAM MANAGER
CLAIRE GRASTY, PLANNING MANAGER**

**SUBJECT: FY 2018/19 LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
ALLOCATION**

RECOMMENDATION:

- Approve the Ventura County Transportation Commission (VCTC) FY2018/19 Low Carbon Transit Operations Program (LCTOP) Allocation Request of \$1,621,013 for the following projects:
 - \$640,000 for the East-West County Connector Service Project,
 - \$831,013 for the College Ride Transit Fare Promotion Project (*includes a total of \$34,470 of LCTOP funds contributed by the cities of Thousand Oaks, Moorpark, Camarillo and Simi Valley*), and
 - \$150,000 for Seasonal Metrolink Saturday Service.
- Adopt Resolution 2019-02 in Attachment 1, authorizing the Executive Director to execute all required documents including the Authorized Agent Form and Certifications and Assurances (Exhibits A and B) to receive VCTC's FY 2018/19 Low Carbon Transit Operations Program funds.
- Approve programming Southern California Regional Rail Authority's (SCRRA) LCTOP revenue formula amount for the portion of the service within Ventura County which totals \$161,248, for railroad maintenance and construction equipment.

BACKGROUND:

The Low Carbon Transit Operations Program (LCTOP) is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862.

The amount of FY 18/19 LCTOP funds to be programmed at VCTC's discretion, not including Metrolink's revenue formula amount, is \$1,586,543. The City of Camarillo's LCTOP allocation for FY 18/19 is \$12,431, Gold Coast Transit's is \$58,787, the City of Moorpark's is \$5,076, the City of Simi Valley's is \$7,427, the City of Thousand Oaks' is \$9,536, and the Southern California Regional Rail Authority direct allocation for the portion of the service within Ventura County is \$161,248. SCRRA is proposing to use the LCTOP funds for railroad construction equipment. April

DISCUSSION:

Staff recommends the following three projects (which TRANSCOM reviewed at their March 14th meeting) for VCTC FY2018/19 LCTOP Allocation:

East-West County Connector Service (\$640,000):

This project would fund a continuation of direct bus service from the Cities of Simi Valley and Moorpark in the east county to the Cities of Ventura and Oxnard in the west county. A map of the service is provided in Attachment 2. The service began operation in the fall of 2017 and currently has a total daily ridership of 155 boardings with an average trip length of 17 miles.²

The route has stops located within Simi Valley, Camarillo, Oxnard and Ventura low-income communities and two of the major stops connect with transit service serving disadvantaged and low-income communities.

The demonstration period for this project is July 1, 2019 through August 21, 2020. At prior VCTC Commission meetings, the Commission approved programming a total of \$387,262, of VCTC's LCTOP apportionment as well as \$1,612,893 Congestion Mitigation Air Quality (CMAQ) funds for the purchase of the buses needed to operate the route, as well as approximately 12 months of operating funds. Staff recommends programming \$640,000 of FY 18/19 funds to continue operation of the East-West County Connector Service until August 2020. Approximately \$12,000 will be set aside for outreach and promotion of the service.

"College Ride Pilot Program" Transit Fare Promotion (\$831,013):

Last year VCTC along with the City of Camarillo, City of Simi Valley and the City Thousand Oaks approved programming \$524,984 in FY 17/18 LCTOP allocations for the College Ride program. The program provides free or reduced fares for eligible (enrolled) college/university students attending Ventura College, Oxnard College, Moorpark College, California State University at Channel Islands or California Lutheran University. The project goal is to increase the transit mode share of this growing, but financially impacted, demographic.

The College Ride Pilot Program has had great success since it began last fall. The program has had significant usage, providing over 205,000 free rides to college students in the first semester. Importantly, the program has also been a significant factor in increasing transit ridership around the county. Initially, the program covered the Fall 2018 and Spring 2019 Semesters. Due to the success of the program, staff is requesting (through a separate item on this agenda) approval to extend the program to include the 2019 Summer Term, which includes extending the 17/18 grant.

This year, staff recommends continuing the program by programming \$796,543 of VCTC's FY 18/19 LCTOP Funds, consistent with the draft budget. The higher allocation will pay for the program continuation during the Summer Term. The cities of Camarillo, Moorpark, Simi Valley and Thousand Oaks will co-sponsor the project by contributing their LCTOP funds for FY18/19. The funds will be used to support the fare buy-down or reimbursement of fares on fixed route transit fleets, and the two general-public dial-a-ride services.³

² 4th Quarter 2018

³ Fixed route operators include*: VCTC, Gold Coast Transit, Thousand Oaks Transit, Moorpark City Transit, Simi Valley Transit, Camarillo Area Transit, Ojai Trolley, and Valley

Additionally, staff anticipates that the marketing, promotion and outreach will be supported primarily by the participating colleges and universities. However, a small amount of funding, estimated at \$25,000 will be set aside for outreach and promotional collateral. The proposed term of the program would begin in July 2019 and end June 2020.

Seasonal Metrolink Saturday Service (\$150,000):

This year, due to the increased LCTOP funding available, staff recommends funding Metrolink Saturday service during the summer of 2020. The additional Saturday service provided to accommodate the large crowds for the Woman's Day March in January 2019 was very successful. Providing seasonal Metrolink Saturday service will allow Ventura County residents who do not use Metrolink weekday commuter trips to give the train a try.

Through the Unmet Needs process, one of the most requested service requests is Metrolink weekend service and increased frequency on the line. This grant funding would allow VCTC to see the true demand for the service and provide County residents an affordable option to get to Los Angeles on Saturdays.

VCTC is working out details with Metrolink and LA Metro, but the intent is for a single Saturday round trip to begin at the East Ventura Station and terminate at LA Union Station, departing in the morning and returning in the evening. The \$150,000 would cover approximately 27 Saturday round trips from April to October, with \$20,000 of these funds dedicated to marketing the new service. Passengers will be able to purchase a \$10 weekend pass to ride the train.

Metrolink LCTOP Revenue Formula Project \$161,248:

In addition to the three VCTC projects, staff recommends approving SCRRA's request to use the LCTOP revenue formula amount for the portion of the service within Ventura County, in the amount of \$161,248, to purchase railroad maintenance and construction equipment. The new equipment will replace old equipment that is past its useful life. The equipment will be used across the Metrolink system including: new construction in Ventura County (i.e. TIRCP Simi Valley double track) to support future expanded service, and reliability improvements in Ventura County through replacement of track (rail, ties, ballast). The project is anticipated to encourage mode shift from autos to rail by expanding and improving the quality of the rail line.

All of the recommended projects are eligible for funding under the LCTOP guidelines and meet the goals and requirements of the LCTOP program.

Express; General-public DAR operators include: Camarillo Area Transit and Valley Express.

*Kanan Shuttle is not included as it is currently free.

RESOLUTION NO. 2019-02

**A RESOLUTION AUTHORIZING THE SUBMITTAL OF ALLOCATION REQUESTS
FOR THE VENTURA COUNTY TRANSPORTATION COMMISSION FY 18/19 LOW
CARBON TRANSPORTATION OPERATIONS PROGRAM FUNDS FOR
EAST/WEST COUNTY CONNECTOR SERVICE
COLLEGE RIDE FARE PROMOTION
SEASONAL METROLINK SATURDAY SERVICE**

WHEREAS, the Ventura County Transportation Commission ("VCTC") is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program ("LCTOP") now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation ("Department") as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, these guidelines include a Certification and Assurances document (Exhibit A) that must be executed in order to receive funds.

NOW THEREFORE BE IT RESOLVED that, VCTC hereby authorizes the submittal allocation requests for FY 18/19 LCTOP funds for the following projects:

- \$640,000 for the East-West County Connector Service Project,
- \$831,013 for the College Ride Transit Fare Promotion Project (includes a total of \$34,470 of LCTOP funds contributed by the cities of Thousand Oaks, Moorpark, Camarillo and Simi Valley), and
- \$150,000 for Seasonal Metrolink Saturday Service.

BE IT FURTHER RESOLVED that VCTC approves of and agrees to comply with all conditions and requirements set forth in the Certification and Assurances attached hereto as Exhibit 1 and all applicable statutes, regulations and guidelines for all LCTOP funded transit projects, appoints the Executive Director as the Authorized Agent for purposes of the LCTOP program, and authorizes the Executive Director to execute the Certifications and Assurances and all required documents of the LC TOP program and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED by the VCTC at its regular meeting this 5th day of April 2019.

Manuel Minjares, Chair

ATTEST:

Donna Zimmermann, Clerk

APPROVED AS TO FORM:

Steven Mattas, General Counsel

Authorized Agent**AS THE****Darren M. Kettle, Executive Director**

(Chief Executive Officer/Director/President/Secretary)

OF THE**Ventura County Transportation Commission**

(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Darren M. Kettle, Executive Director

OR

(Name and Title of Authorized Agent)

[Click here to enter text.](#)

OR

(Name and Title of Authorized Agent)

[Click here to enter text.](#)

OR

(Name and Title of Authorized Agent)

[Click here to enter text.](#)

OR

(Name and Title of Authorized Agent)

Darren M. Kettle

Executive Director

(Print Name)

(Title)

(Signature)

Approved this

5

day
of

April

, 2019

Certifications and Assurances

Lead Agency:	<u>Ventura County Transportation Commission</u>
Project Title:	<u>East-West County Connector Service, College Ride Transit Fare Promotion Project, Seasonal Metrolink Saturday Service</u>
Prepared by:	<u>Judith Johnduff</u>

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.
8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).
9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. The Lead Agency must submit the following LCTOP reports:
 - a. Semi-Annual Progress Reports by May 15th and November 15th each year.
 - b. A Final Report within six months of project completion.
 - c. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.
 - d. Project Outcome Reporting as defined by CARB Funding Guidelines.
2. Other Reporting Requirements: CARB is developing Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
 - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and
 - b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements

for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs submit to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and

subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all of these conditions will be met.

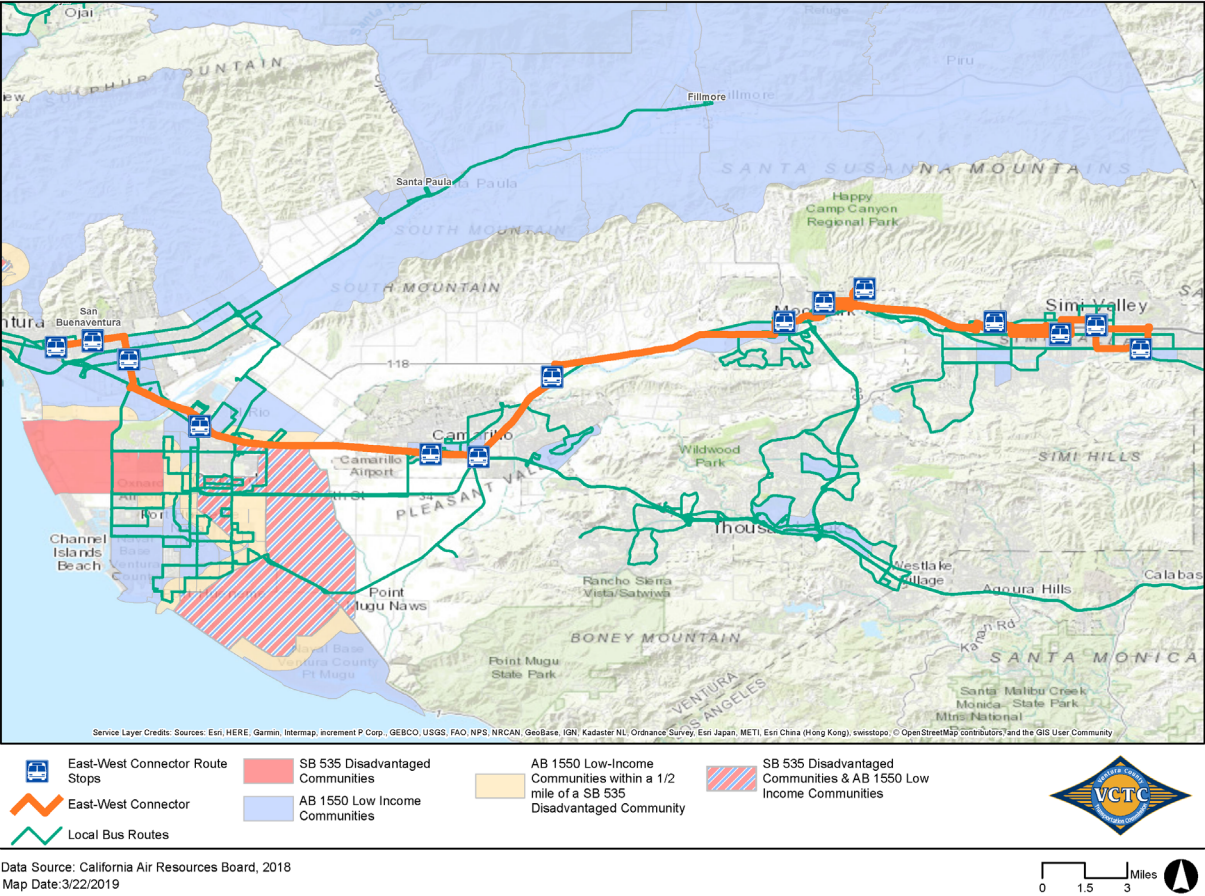
Darren M. Kettle
(Print Authorized Agent)

Executive Director
(Title)

(Signature)

(Date)

VCTC East-West Connector & Disadvantaged Communities





Item #12

April 5, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: DARREN KETTLE, EXECUTIVE DIRECTOR

SUBJECT: RANGE ADJUSTMENTS FOR DIRECTOR AND MANAGER CLASSIFICATIONS

RECOMMENDATION:

- Adjust Director and Manager salary ranges to bring the classifications up to market standards, effective July 1, 2019. (See Attachment 1). ***This recommendation was approved unanimously at the VCTC Administrative Committee Meeting on March 28, 2019.***

BACKGROUND:

On a biennial basis VCTC's human resources consultant surveys 21 local cities, counties and transportation agencies for data on wages and benefits in VCTC's region and market agencies. The following considerations are based on the 2019 survey results and are in line with our comparable agencies in the region.

As background, VCTC employees are not unionized and as such VCTC does not have employee negotiations or multi-year contracts. Any adjustments to salary ranges or benefits are brought to the full Commission by the Executive Director.

Market data was collected for several benchmark classifications at VCTC in order to analyze current salary ranges, establish buffers between the classifications that would be consistent with industry norms; as well as collecting data to examine our competitors' current benefit levels provided to employees.

VCTC's current salary ranges are, on average, competitive with our survey agencies with the exceptions of the Director and Manager classifications. As of 2019, the Director salary range was 25.8% behind market. The market norm for a compensation buffer between a Director and their superior, e.g., Executive Director, City Manager, is 30%; VCTC's buffer is 68% which reaffirms the finding that the Director range is well behind market.

It is recommended to increase the salary range for the Director classification by 15% split over two consecutive fiscal years; 7.14% in FY 2019/20 and 7.86% in FY 2020/2021. This proposal is consistent with the prior range correction approved by the Commission for FY 2014/15 and FY 2015/16. VCTC's Director classification pay continues to remain well off the market norm and it has proven to be a severe problem when recruiting for vacancies. This recommendation leaves the range 10% below market but alleviates some of the discrepancy.

The Manager salary range is currently 17.7% behind market. The market norm for a buffer between a Director and a subordinate Manager is 40%. In 2019, VCTC's buffer between a Director and a Manager is 35%, which is within an acceptable range to not create a compaction issue between the classifications.

It is recommended to increase the salary range for the Manager classification by 10% split over two consecutive fiscal years; 5.00% in FY 2019/20 and 5.00% in FY 2020/2021. VCTC's Manager classification is well behind market; recently a Manager vacancy went unfilled for two years due to the issues of recruitment of qualified candidates willing to accept the current salary range. The Manager salary range has also been a retention issue and VCTC has lost staff members to higher paying agencies in the region.

The salary schedule adjustments are not automatic increases for the incumbents; rather it provides the Executive Director with the ability to approve merit increases in the future based on performance. The range adjustment establishes the Director salary range at 53% behind the Executive Director range and 40% above the Manager range, bringing VCTC's salary plan more in line with industry standards. At the range maximum this increase could, for the first year maximum of 5% merit pay, cost \$778 (this is w/ benefits) (\$616 base) per month per incumbent (4 positions currently) or about \$9,335 per year (x 4 incumbents) for a maximum annual total of \$37,341. The second year merit pay maximum of 5% could cost an additional \$1,101 (this is w/ benefits) (\$647 base) per month per incumbent (4 positions currently) or about \$13,208 per year (x 4 incumbents) for a maximum annual total of \$52,832. The two-year total of this recommendation is \$90,173.

The range adjustment establishes the Manager salary range at 40% behind the Director range and 44.5% above the Analyst range, bringing VCTC's salary plan more in line with industry standards. At the range maximum this increase could, for the first year maximum of 5% merit pay, cost \$157 (this is w/ benefits) (\$129 base) per month per incumbent (6 positions currently) or about \$1,887 per year (x 6 incumbents) for a maximum annual total of \$11,323. The second year merit pay maximum of 5% could cost an additional \$629 (this is w/ benefits) (\$428 base) per month per incumbent (6 positions currently) or about \$7,544 per year (x 6 incumbents) for a maximum annual total of \$45,266. The two-year total of this recommendation is \$56,589.

However, as these are recommended range adjustments, they are not automatic increases to compensation; the costs are expected to be less and at the control of the Executive Director. For comparison purposes see Attachment 1, VCTC's current Salary Schedule that includes the proposed recommendations for FY 2019-20 and FY 2020-21.

**Ventura County Transportation Commission
Proposed Salary Schedule with
Director Range Adjustment of 7.14% in Fiscal Year 2019/2020 And 7.86% in Fiscal Year 2020/2021
and
Manager Range Adjustment of 5% in both Fiscal Years**

Level	Count	Title	Annual Range Bottom	Annual Range Top	Hourly Range Bottom	Hourly Range Top	
Executive Director	1	Executive Director	0.00	248,843	0.00	119.64	
Director	4	Director, Bus Transit	109,108	147,921	52.46	71.12	Current FY 19/20
		Director, Finance	109,108	158,482	52.46	76.19	Year 1 proposed w 7.14% inc
		Director, Planning and Technology		170,939		82.18	Year 2 Proposed w 7.86% inc
		Director, Programming					
Manager	6	Program Manager, GoVentura SmartCard	70,132	109,871	33.72	52.82	Current FY 19/20
		Program Manager, Rail and TDA Programs		115,364		55.46	Year 1 proposed w 5% inc
		Program Manager, Transportation Demand		121,133		58.24	Year 2 Proposed w 5% inc
		Program Manager, Contracts					
		Information Technology Systems Analyst					
		Clerk of the Board/Public Information Officer					
Planner/Analyst	3	Transit Planner/Program Analyst*	50,100	88,625	24.09	42.61	
Support Staff II	5	Transit Specialist*	43,827	63,545	21.07	30.55	
		Administrative Assistant*					
		Lead Customer Service Representative*					
		Receptionist/Secretary*					
		Accounting Technician*					
Support Staff I	1	Customer Service Representative*	24,960	40,331	12.00	19.39	
		Intern*					

Executive Director compensation is set by the Commission. All other positions' placement on salary schedule are approved by the Executive Director. Compensation may be set at any place on the schedule between top and bottom range.

* paid on an hourly basis and eligible for overtime compensation (non-exempt status for FLSA purposes).

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Item #13

April 5, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: PETER DE HAAN, DIRECTOR
JUDITH JOHNDUFF, PROGRAM MANAGER**

SUBJECT: 2019 COMBINED CALL-FOR-PROJECTS FOR FTA SECTION 5310 LARGE URBAN AREA (SENIORS AND DISABLED) FUNDS AND SECTION 5307 JOBS ACCESS/REVERSE COMMUTE (JARC) FUNDS

RECOMMENDATION:

- Approve the proposed schedule and Guidelines (Attached) for the 2019 Call-for-Projects to program FY18/19 and FY19/20 FTA Section 5310 Large Urbanized Area (Seniors and Disabled) funds and Section 5307 Jobs Access/Reverse Commute (JARC) funds.
- Approve reserving \$437,000 of FY18/19 and FY19/20 FTA Section 5310 Funds for the operation of a One-Call/One-Click program.

BACKGROUND:

The Federal Transit Administration's (FTA) Section 5310 Program is intended to enhance mobility for seniors and persons with disabilities by providing funds that support the special needs of seniors beyond traditional public transportation services and for those with disabilities beyond that required by the Americans with Disabilities Act (ADA).

The goal of the JARC program is to improve access to employment and employment related activities for eligible low-income individuals and to transport residents of urbanized areas and non-urbanized areas to suburban employment opportunities. Both the FTA Section 5310 funds and JARC funds are the primary funding source to support projects and strategies identified in the Ventura County Transportation Commission's (VCTC) Coordinated Public Transit-Human Services Transportation Plan <https://www.goventura.org/updated-ventura-county-coordinated-public-transit-human-services-transportation-plan>

Section 5310 funds are apportioned directly to large urbanized areas including Oxnard/Ventura and Thousand Oaks/Moorpark. VCTC serves as the Designated Recipient for these funds as well as the JARC funds for these areas. Funds are allocated by VCTC on a competitive basis through a Call-for-Projects.

DISCUSSION:

Funding Availability Estimates:

Table 1 shows the breakdown of Section 5310 and JARC funds available for the two large urbanized areas in Ventura County for FY18/19 and FY19/20. Section 5310 allows 10% of the apportionment to be used for administration and this amount has been subtracted from the Section 5310 amounts shown below. Section 5310 funds are also available through a Caltrans statewide application process for projects in small urban and rural areas such as Simi Valley, Camarillo, Santa Paula, and Fillmore.

Table 1: Available Funding (FY 18/19 and FY 19/20)			
Total Available Large Urbanized Area Funding	JARC	FTA 5310 Traditional*	FTA 5310 Expanded
	\$526,000	\$507,000	\$309,000
Reserved for One-Call/One-Click Program	N/A	(-\$437,000)	\$0
Funds Available for the Competitive Call-for-Projects	\$526,000	\$70,000	\$309,000
Oxnard/Ventura Urbanized Area	\$422,000	\$43,000	\$175,000
T.O./Moorpark Urbanized Area	\$104,000	\$27,000	\$134,000

* The funds shown for 5310 Expanded can also be spent on Traditional projects, but FTA requires that the funds apportioned to Traditional be spent for those purposes only.

2019 Competitive Call for Projects:

The proposed Guidelines for the 2019 Competitive Call-for-Projects are attached. Applications will be screened to make sure they meet FTA's eligibility requirements for the funding. Applications will then be scored based upon six evaluation criteria to prioritize projects for funding. A local match is not required, but encouraged. Five (5) points will be awarded to projects which provide a minimum of twenty percent (20%) matching funds, however private nonprofit organizations will automatically be awarded the five (5) points. Additionally, eligible projects submitted by private non-transit operators will receive an additional five (5) Bonus points in the scoring criteria. The screening and selection criteria are based on the criteria used by Caltrans and on VCTC's Coordinated Public Transit-Human Services Plan.

The following schedule lists the milestones for the application and selection process.

Table 2: Call-for-Projects Schedule	
<i>April 11, 2019</i>	<i>Call-for-Projects Announced</i>
<i>May 21, 2019</i>	<i>Applications Due to VCTC</i>
<i>July 11, 2019</i>	<i>Review by Transit Operators Committee</i>
<i>July 12, 2019</i>	<i>Approval by VCTC</i>
<i>December 31, 2019</i>	<i>FTA Grant Approval</i>

Reserving Funds for the One-Call/One-Click Program and Award of funds: The Ventura County Coordinated Public Transit-Human Services Transportation Plan identified as its highest priority, the need for improved and simplified human service transportation information, specifically through development of the One-Call/One-Click capability. The intent is to provide an integrated call center and online information regarding demand responsive transportation alternatives. In the 2018 Call-for-Projects, VCTC received one application from Interface Children and Family Services (the operator of 211) to operate a One-Call/One-Click service for Ventura County; however the scope of services did not meet the goals and

priorities of the Coordinated Plan and the application did not score high enough to be funded at that time. Because One-call/One-click is a high priority for the County, VCTC developed a One-Call/One-Click subcommittee, appointed by TRANSCOM comprised of three operators and three social service agency representatives, and hired AMMA Transit Planning to define the scope of services desired in a One-Call/One Click program and make sure the program will meet the needs of the community. The subcommittee met a couple times and provided important input into the scope of services. VCTC, and AMMA, who has expertise in transit information programs and the One-Call/One-Click concept in particular met with Interface to further define the scope to make sure it reflects the objectives of the Coordinated Plan and match the proper uses of 5310 funds.

The scope has now been defined and the estimated federal funding contribution for start-up costs and two years of operation is \$437,000. The One-Call/One-Click program would include Ventura County on the 211-ride trip planner. Beyond the basic functions of a trip planner, it would allow passengers with mobility needs to plan trips on paratransit and nonprofit transit services. The service would allow passengers to select wheelchair, curb to curb and assistance needs among other options, which is recommended by the Coordinated Plan. Additionally, many of the Southern California 211's are either already or in process of joining 211 ride, allowing users consistency from county to county. Other aspects of the program would include a two-way text service, transportation training for staff, program marketing and website development.

The One-Call/One-Click funds will not be included in the competitive portion of the 2019 Call-for-Projects; rather the intention is for Interface Children and Family Services to prepare and submit an application to VCTC by May 14, 2019. The application will be reviewed for consistency with the requirements of the FTA 5310 program and to ensure that the proposed scope of work meets VCTC's objectives for the One-Call/One-Click Program before being recommended for funding. Funding for the One-call/One-click service will be brought back to TRANSCOM and the Commission for approval in July. In future application cycles, the One-Call/One-Click project would be evaluated competitively with other applications.

RECOMMENDATION:

On March 14, 2019, TRANSCOM reviewed the proposed guidelines and schedule for the 2019 Competitive Call-for-Projects and the recommendation for the One-Call/One-Click program. TRANSCOM approved the recommendation with the following additions:

1. to require applicants to provide a cost/benefit calculation for their projects, and
2. if approved for funding, to require Interface Children and Family Services (the operator of 211) to provide monthly progress reports to TRANSCOM on the performance of the service.

A cost/benefit calculation will help compare different types of projects and assist in scoring and prioritizing projects for funding. Additionally, both of TRANSCOM's recommendations will help track project performance. Staff has included a requirement to provide a cost/benefit calculation in the Call-for-Projects guidelines and in the application. A requirement to provide monthly progress reports will be included in the Interface Children and Family Sub-recipient grant agreement should the project be approved for funding.

April 5, 2019
Item #13
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Staff recommends that VCTC:

- Approve the proposed schedule and attached Guidelines for the Call-for-Projects to program FY18/19 and 19/20 FTA Section 5310 Large Urbanized Area (Seniors and Disabled) funds and Section 5307 Jobs Access/Reverse Commute (JARC) funds, and
- Approve reserving \$437,000 of FY 18/19 and 19/20 FTA Section 5310 Funds for the operation of the first two years of the One-Call/One-Click program.

**VCTC 2019 CALL-FOR-PROJECTS (2 YEARS)
FOR SECTION 5310 LARGE URBANIZED AREA FUNDS AND
SECTION 5307 JOBS ACCESS/REVERSE COMMUTE (JARC) FUNDS**

Program Purpose: The Federal Transit Administration's (FTA) Section 5310 Grant program is intended to enhance mobility for seniors and persons with disabilities by providing funds that support the special needs of seniors beyond traditional public transportation services and for those with disabilities beyond that required by the Americans with Disabilities Act (ADA).

The goal of the JARC program is to improve access to employment and employment related activities for eligible low-income individuals and to transport residents of urbanized areas and non-urbanized areas to suburban employment opportunities.

Purpose of this Call-for-Projects: This is the primary funding source to support projects and strategies identified in VCTC'S COORDINATED PUBLIC TRANSIT-HUMAN SERVICES PLAN which can be found at: <https://www.goventura.org/updated-ventura-county-coordinated-public-transit-human-services-transportation-plan> .

The FTA 5310 program provides grant funds for capital, mobility management, and operating expenses for:

- Public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable;
- Public transportation projects that exceed the requirements of the Americans with Disabilities Act (ADA);
- Public transportation projects that improve access to fixed-route service and decrease reliance on complementary paratransit; and
- Alternatives to public transportation projects that assist seniors and individuals with disabilities and with transportation.

JARC funds provide financial assistance for transportation service planned, designed, and carried out to meet the transportation needs of eligible low-income individuals.

SCREENING CRITERIA

The screening criteria are divided into three categories. Proposed projects must meet **all** of these screening criteria in order to move to the next phase of the process.

1. **Project Eligibility:** The proposed project and applicant must be eligible to receive either Section 5310 funds or JARC funds.
2. **Planning Consistency:** The project must fall within the recommendations of VCTC'S Coordinated Public Transit-Human Services Plan.
3. **Financial Feasibility:**
 - A. Recipient of funds must have the financial capacity to complete, operate and maintain the project.
 - B. Funds required from other sources (for local match) must be reasonably expected to be available.
 - C. Projects must be implemented within Federal delivery requirements.

Eligible Recipients: States and designated recipients are direct recipients; eligible sub-recipients include private nonprofit organizations, states or local government authorities, or (for Expanded projects only) operators of public transportation. Public agency sub-recipients for Traditional 5310 (except for Area Agency on Aging) must certify that they do not know of any nonprofit organizations that are readily available in their area to provide the proposed service.

Eligible Activities:

Traditional Section 5310 project examples include:

- buses and vans
- wheelchair lifts, ramps, and securement devices
- transit-related information technology systems, including scheduling/routing/one-call systems
- mobility management programs which can include travel training and volunteer driver programs
- acquisition of transportation services under a contract, lease, or other arrangement

Expanded Section 5310 project examples include:

- travel training
- volunteer driver programs
- building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible features
- improving signage, or way-finding technology
- incremental cost of providing same day service or door-to-door service
- purchasing vehicles to support new accessible taxi, rides sharing and/or vanpooling programs
- mobility management programs

JARC project examples include:

- projects designed to transport low-income persons or welfare recipients to jobs and employment-related activities.
- projects designed to transport workers to suburban employment opportunities.

At least 55% of the area's 5310 funds must be used on capital projects as described in the first category of Section 5310 projects above.

Match Requirements: A local match is not required, however five (5) points will be awarded to projects which provide a minimum of twenty percent (20%) matching funds. Private nonprofit organizations will automatically be awarded the five (5) points.

Inclusion in Plan: Project must fall within the recommendations of the VCTC Human Service Transportation Coordination Plan: <https://www.goventura.org/updated-ventura-county-coordinated-public-transit-human-services-transportation-plan> .

Federal Grant Requirements: The recipient agency must be able to meet the Federal Transit Administration's conditions for use of its funds. These conditions include, but are not limited to: annual outside audit; triennial FTA audit; five-year grant records retention; development of a written maintenance plan for FTA-funded vehicles, facilities, and equipment; competitive procurement; buy America; ADA; and civil rights. (Drug and alcohol testing is not a requirement for these programs.) Agencies receiving funds will need to have in place a signed agreement committing to meeting FTA requirements.

One-Call/One-Click Program Funding and Project Selection: The Ventura County Coordinated Public Transit-Human Services Transportation Plan identified as its highest priority, the need for improved and simplified human service transportation information, specifically through development of the One-Call/One-Click capability. The intent is to provide an integrated call center and online information regarding demand responsive transportation alternatives. The One-Call/One-Click funds will not be

included in the competitive portion of the 2019 Call-for-Projects, rather the intention is for Interface Children and Family Services to prepare and submit an application for funding by May 14, 2019. The application will be reviewed for consistency with the requirements of the FTA 5310 program and to ensure that the proposed scope of work meets VCTC's objectives for the One-Call/One-Click Program before being recommended for funding. In future application cycles, the One-Call/One-Click program would be evaluated competitively with other applications.

Prioritization Criteria:

VCTC will use the following criteria to prioritize projects. Note: for projects receiving Large Urbanized Area funds, the projects selected by VCTC will be funded. For small urban and rural projects receiving funds in the State's share, sponsors of projects prioritized by VCTC, upon receiving notification from VCTC, will need to prepare a Caltrans application which VCTC will forward to Caltrans for the final selection.

1. **Goals and Objectives (20 points):** Degree to which project supports new, enhancement, or expansion of service or system capacity for the targeted populations. The application should clearly state the program goals and objectives and describe how the project addresses the needs and service gaps identified in the Coordinated Plan.
2. **Project Implementation Plan (30 points):** Degree to which the project implementation has been well designed. Proposals must state who will be responsible for the implementation, and implementation steps and timeline. Sponsors should describe how the project will improve service delivery, coordination, or cost-effectiveness.
3. **Program Performance Indicators (20 points):** Project sponsors should explain how the project will be monitored and evaluated. The application should identify clear, quantitative performance measures including a cost/benefit calculation to track the effectiveness of the service in meeting the identified goals.
4. **Communication and Outreach (20 points):** Degree to which applicants coordinate with other community transportation and/or social service resources. Application should describe efforts to keep stakeholders involved in and informed of project activities. There should be demonstrated public support for the project (including letters of support), as well as a plan to promote awareness of the project to the target population.
5. **Emergency Planning and Preparedness (5 points):** Applicant should describe emergency planning and any participation in emergency drills.
6. **Matching Funds (5 points):** A maximum of 5 points will be awarded to projects providing 20% or more funding match. Private nonprofit organizations will automatically be awarded five (5) points for match under these scoring criteria.
7. **Bonus Points for Non-Transit Operator Applicants:** Eligible projects submitted by private non-transit operators will receive an additional five (5) points in the scoring criteria. For the purposes of this criterion "transit operators" are defined as agencies that receive, from VCTC as a matter of course, a share of 5307 funds for on-going transit services.

Schedule: The following schedule lists the milestones for the application and selection process.

Call-for-Projects Schedule	
April 11, 2019	<i>Call-for-Projects Announced</i>
May 21, 2019	<i>Applications Due to VCTC</i>
July 11 , 2019	<i>Review by Transit Operators Committee</i>
July 12, 2019	<i>Approval by VCTC</i>
December 31, 2019	<i>FTA Grant Approval</i>



Item #14

April 5, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: AARON B. BONFILIO, PROGRAM MANAGER

SUBJECT: COASTAL EXPRESS INTERCOUNTY TRANSIT SERVICE FUNDING AGREEMENT

RECOMMENDATION:

- Approve the Intercounty Transit Service Funding Agreement between the Ventura County Transportation Commission and the Santa Barbara County Association of Governments and authorize the Commission Chair to execute the Agreement.

BACKGROUND:

VCTC and the Santa Barbara County Association of Governments (SBCAG) have worked together since 2001 to run what is now the Coastal Express bus service. Over the years, the two agencies have entered into various agreements to set the terms for funding, service policies, planning and operations. Most recently, at the June 2, 2017 meeting, the Commission approved the Coastal Express Memorandum of Understanding (MOU) between VCTC and SBCAG. The term of the MOU was for a total of two-years, and expires June 30, 2019. Staff from both agencies have coordinated and prepared a new three-year agreement that will carry us forward from July 1, 2019 to June 30, 2022 (see attached: *Intercounty Transit Service Funding Agreement*).

The proposed Agreement, while similar in nature to past iterations of the agreements for the provision of the Coastal Express service, makes the following significant change. That is, the elimination of the Coastal Express Policy Advisory Committee.

In place for many years, the Coastal Express Policy Advisory Committee (CEPAC) acted as a subcommittee to the Commission and consisted of the Commissioners from the Cities of Oxnard, San Buenaventura, and the District 1 County Supervisor, as well as appointed SBCAG board members (typically two County Supervisors and the Mayor of Santa Barbara). Over the years, scheduling this Committee's meetings for the six elected officials has been extremely difficult, and often times, the meeting was cancelled or postponed multiple months at a time. The new Agreement eliminates the Coastal Express Policy Advisory Committee body and instead adds an element of reporting requirements by staff to the SBCAG South Coast Subregional Committee. Staff from both agencies have agreed to the change in process, as it will substantially reduce VCTC's staff time related to the CEPAC's administration. In addition, SBCAG and VCTC acknowledge VCTC's role as the lead agency from both a policy, and a planning standpoint. VCTC and SBCAG staff will meet regularly to review service performance, including planning service changes. Going forward, there will not be the separate CEPAC subcommittee that must review changes prior to Commission taking action.

While the funding formula for the Coastal Express will remain unchanged, i.e. that both agencies will split the net cost of service equally, this Agreement continues to set the maximum contribution for funding by SBCAG at \$850,000 annually. As the Commission is aware, SBCAG's entire contribution for the Coastal Express is derived by its "Measure A" sales tax proceeds. SBCAG conducts its program of projects annually and based on projected sales tax revenues for the near future, \$850,000 is the maximum they can contribute. However, with the cap of \$850,000 put in place by SBCAG, VCTC is on track to partially subsidize the cost of the service this year. In order to return to as close to an equal cost sharing as possible, VCTC is actively pursuing cost mitigation techniques including fuel cost reductions, service optimization to reduce contract cost, and the potential acquisition of the VCTC leased fleet from RATP Dev. These actions may lead to substantial cost reduction for the Coastal Express service, and thereby reduce VCTC's share of the Coastal Express cost, in addition to the overall cost for the VCTC Intercity service. Additionally, VCTC recently approved a two-stepped fare increase which raises rates over a two-year period, the first of which having just been implemented in January.

Lastly, while the outreach and promotional activities for the Coastal Express have been and will continue to be included in VCTC Intercity's regular outreach and marketing program, SBCAG's in-house Traffic Solutions division will include marketing of the Coastal Express service in its annual work program, in addition to the Surfliner train or other rideshare options.

Staff's recommendation is that the Commission approve the proposed Intercounty Transit Service Funding Agreement and authorize the Commission chair to execute the Agreement.

Attachment:

Intercounty Transit Service Funding Agreement between the Ventura County Transportation Commission and the Santa Barbara County Association of Governments.

INTERCOUNTY TRANSIT SERVICE FUNDING AGREEMENT
BETWEEN
THE VENTURA COUNTY TRANSPORTATION COMMISSION
AND
THE SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS

Regarding Coordination of Intercity, Fixed Route Public Transportation Service between Ventura County and Santa Barbara County.

This Agreement is entered into between the Ventura County Transportation Commission, hereinafter referred to as "VCTC", and the Santa Barbara County Association of Governments, hereinafter referred to as "SBCAG", for the purpose of defining agency roles, responsibilities and commitments in conjunction with the operation of intercity fixed-route public transportation service in the US 101 corridor between Ventura County and Santa Barbara County.

WHEREAS, VCTC initiated intercity bus service in 1994 and inter-county bus service in 1999; and

WHEREAS, due to increasing requests for transportation alternatives and increasing congestion on the US 101 corridor between Ventura and Santa Barbara counties, the creation of bus transit service was desired, leading to the implementation of the VCTC operated COASTAL EXPRESS route, herein after referred to as COASTAL EXPRESS, in 2001; and

WHEREAS, the COASTAL EXPRESS is one route of the VCTC regional fixed route intercity bus system that provides intercity transportation within Ventura County and to adjacent counties; and

WHEREAS, the Ventura/Oxnard large-urbanized area, as defined by the United States Census Bureau, is currently uniquely positioned to maximize federal transit funds; and

WHEREAS, SBCAG has local Measure A funds available under the South Coast Interregional Transit Program to address peak hour traffic congestion in the US 101 corridor between Ventura and Santa Barbara counties; and

WHEREAS, significant construction is anticipated over the 2020-2030 period during construction of an HOV lane between Carpinteria and Santa Barbara; and

WHEREAS, the agencies desire to work together to support the COASTAL EXPRESS through this Agreement; and

WHEREAS, participation in this Agreement does not preclude either agency from supporting other Transportation Demand Management programs, including transit service, to address traffic congestion between Ventura and Santa Barbara Counties;

NOW THEREFORE, this document reflects the intent of both parties to coordinate the operation of the COASTAL EXPRESS, as described below.

1. Project Description

The COASTAL EXPRESS is a regularly-scheduled, fixed-route, intercity express bus route between Ventura and Santa Barbara Counties and is one route in the VCTC regional intercity bus system. The service is open to the public, for all trip purposes, and will be fully accessible to persons with disabilities. Service performance will be monitored regularly, with an annual evaluation and review that will include service modifications and budget adjustments based on recommendations by technical staff from both agencies.

The COASTAL EXPRESS will operate seven days a week, excluding holidays, with reduced service on weekends and some weekdays. The priority area for interregional service will be the Ventura/Oxnard and Santa Barbara/Goleta urbanized areas.

2. Lead Agency

VCTC is the lead agency for administration of the COASTAL EXPRESS and is responsible for service contracting and compliance with all federal and state requirements, including reporting requirements pursuant to the National Transit Database.

3. Budget and Annual Report

In the course of VCTC operating its regional intercity bus system, the COASTAL EXPRESS route will be reviewed and evaluated continuously to determine if service adjustments are necessary. A route plan for the upcoming fiscal year will be presented to the SBCAG South Coast Subregional Committee prior to May 1 of each year. The route plan will include proposed route and schedule information and projected revenue and expenditures for the next fiscal year.

An Annual Performance Report will be presented to the SBCAG South Coast Subregional Committee prior to December 1 of each year and will include per trip ridership reports, operating costs, peak and non-peak farebox ratio, peak and non-peak subsidy per passenger, actual revenue and expenditures, and other performance measures for the preceding three fiscal years.

4. Funding

SBCAG's share of the cost of the COASTAL EXPRESS shall not exceed \$850,000 per year, payable in equal amounts twice per year, once in August and once in January. If, after reconciling the revenue and expenses for the fiscal year, the actual amount of the agency share is less than \$850,000, the difference shall be applied to the following fiscal year budget projection.

5. Planning and Coordination

Staff representatives from VCTC and SBCAG shall meet regularly to discuss service levels, routes, schedules, funding, the annual budget, the annual report, and other service details. Minor modifications to service plans, routes and schedules are delegated to VCTC staff.

6. Staffing, Administration and Indemnification

VCTC shall manage the COASTAL EXPRESS route as part of the VCTC intercity transit system. Duties relating to the Coastal Express to be performed by VCTC shall include: planning, marketing/branding, managing the service contractor, customer service, preparing

and managing grants, providing monthly service reports to SBCAG, and regular meetings with SBCAG staff. VCTC shall maintain insurance and indemnification provisions identical or substantially similar to the terms identified in Attachment A in any agreement with a firm to provide transportation services, including the Coastal Express.

VCTC staff shall present COASTAL EXPRESS service updates to the SBCAG South Coast Subregional Committee a minimum of twice per year. These updates shall include standard performance metrics such as riders per trip, peak and off-peak farebox ratio, peak and off-peak subsidy per passenger, operating and capital cost, and any additional information pertinent to the COASTAL EXPRESS requested by SBCAG.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the Parties agree all losses or liabilities incurred by a party shall not be shared pro rata but instead the Parties agree, pursuant to Government Code Section 895.4, each of the Parties (the "Indemnifying Party") shall fully indemnify and hold harmless each of the other Parties, their officers, board members, employees and agents, from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the Indemnifying Party, its officers, board members, employees, agents or volunteers, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under the Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees, agents or volunteers under or in connection with or arising out of any work, authority or jurisdiction delegated to an Indemnifying Party under the Agreement. This Indemnification provision shall survive any expiration or termination of the Agreement.

7. Equipment

VCTC shall provide and maintain the equipment necessary to support the COASTAL EXPRESS, including but not limited to buses/coaches, GPS systems, fareboxes, and WiFi service.

8. Marketing

VCTC will include the Coastal Express in its intercity bus system marketing activities, promotional materials, printed schedules, etc. Any marketing programs specific to the Coastal Express may be developed either cooperatively by SBCAG and VCTC, with the costs for all marketing activities and promotional materials included in the annual budget and shared equally, or by either agency as a part of its internal marketing program controlled and funded by the sponsoring agency. The Traffic Solutions division of SBCAG shall include marketing COASTAL EXPRESS service in its annual work program. The schedule and other service information shall be accessible on the VCTC website and the SBCAG Traffic Solutions website. VCTC's guaranteed-ride-home and SBCAG Traffic Solutions emergency-ride-home programs will be available to users of the service.

9. Amendment

This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means.

10. Term of the Agreement

The term of this Agreement shall be from July 1, 2019 to June 30, 2022. This Agreement may be terminated by either party upon written notification to the other three months prior to the beginning of the next fiscal year. In that event, the Agreement will terminate at the end of the existing fiscal year.

VENTURA COUNTY TRANSPORTATION
COMMISSION

SANTA BARBARA COUNTY ASSOCIATION
OF GOVERNMENTS

BY: _____

BY: _____

MANUEL MINJARES
CHAIR

ALICE PATINO
CHAIR

VENTURA COUNTY TRANSPORTATION
COMMISSION

SANTA BARBARA COUNTY ASSOCIATION
OF GOVERNMENTS

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: _____

BY: _____

Steven T. Mattas
VCTC Counsel

Michael C. Ghizzoni
Deputy County Counsel Deputy

EXHIBIT A

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS FOR PROFESSIONAL CONTRACTS

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCAG) and hold harmless SBCAG and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by SBCAG on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to SBCAG's active as well as passive negligence but does not apply to SBCAG's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify SBCAG immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. If the CONTRACTOR maintains higher limits than the minimums shown above, SBCAG requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCAG.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – SBCAG, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the SBCAG, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by SBCAG, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to SBCAG.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to SBCAG a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the SBCAG by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the SBCAG has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the SBCAG. SBCAG may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish SBCAG with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by SBCAG before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. SBCAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, SBCAG has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by SBCAG as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that SBCAG is an additional insured on insurance required from subcontractors

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – SBCAG reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of SBCAG to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of SBCAG.

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Item #15

April 5, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: MARTIN R. ERICKSON, PUBLIC TRANSIT DIRECTOR
PETER DE HAAN, PROGRAMMING DIRECTOR**

**SUBJECT: LETTER OF AGREEMENT BETWEEN VCTC AND GCTD FOR 5307 FUNDS AND
REVISED FISCAL YEAR (FY) 2018/19 PROGRAM OF PROJECTS (POP) – PUBLIC
HEARING**

RECOMMENDATION:

- Authorize the Executive Director to sign a Letter of Agreement (LOA) between VCTC and Gold Coast Transit District (GCTD) to increase by \$1,161,246 the federal Section 5307 funding for GCTD.
- Approve the attached revised FY 2018/19 POP shifting \$1,161,246 from Metrolink to GCTD.

DISCUSSION:

The Gold Coast Transit District (GCTD) is nearing the completion of their consolidated transit facility. GCTD used bond funding (in combination with federal grants and state transit funding) to finance the construction of the facility, and the ongoing debt payments for the bonds has placed a strain on GCTD's overall operation. For the last several months, VCTC and GCTD have been discussing ways to assist GCTD with their on-going debt obligation payments for the new facility. To that end, VCTC is proposing to implement an increase to GCTD beyond its federal attributable through a Letter of Agreement (LOA) between both agencies, of \$1,161,246 in federal 5307 funding from the Oxnard Urbanized area for the FY 2018/19 apportionment. This \$1,161,246 of 5307 funding is attributable to Metrolink, and this LOA arrangement is made possible because VCTC is receiving SB1 State of Good Repair (SGR) funds in an equal amount that is being programmed to Metrolink towards VCTC's share of the maintenance/rehabilitation backlog.

Moreover, the federal 5307 funds can be used to fund debt service on the GCTD facility, while the SB1 SGR funds cannot. It is intended that this commitment will be for the FY 2018/19 apportionment only, with future years' funding for GCTD debt service to be determined on an annual basis taking into consideration the Metrolink rehabilitation program needs.

In order to complete this process, VCTC and GCTD shall authorize the Executive Director and General Manager respectively to execute the attached LOA. Then VCTC will include these funds in the federal Program of Projects (POP) and request an amendment to the FTIP. We hope that this will assist GCTD toward its challenge of meeting its on-going debt obligations for the new facility, thereby facilitating the provision of transit service for GCTD transit patrons, and improving transit in Ventura County.

- A. Attachment 1 – Letter of Agreement between VCTC and GCTD concerning 5307 funds
- B. Attachment 2 – Revised FY 2018/19 Program of Projects for the Oxnard Urbanized Area

**LETTER OF AGREEMENT BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION AND GOLD COAST TRANSIT DISTRICT
FOR FEDERAL 5307 FUNDS
APRIL 5, 2019**

This Letter of Agreement (LOA) between the Ventura County Transportation Commission (VCTC) and the Gold Coast Transit District (GCTD) memorializes that VCTC will implement a funding increase to GCTD beyond GCTD's federal attributable amount. This increase will be \$1,161,246 in federal 5307 funding from the Oxnard Urbanized area for the FY 2018/19 apportionment year, to be available for use by GCTD towards debt service. This \$1,161,246 of 5307 funding is attributable to Metrolink, and this LOA arrangement is made possible because VCTC is receiving SB1 State of Good Repair (SGR) funds in an equal amount that is being programmed to Metrolink towards VCTC's share of the maintenance/rehabilitation backlog.

Moreover, the federal 5307 funds can be used to fund debt service on the GCTD facility, while the SB1 SGR funds cannot. It is intended that this commitment will be for FY 2018/19 apportionment year only, with future years' funding for GCTD debt service to be determined on an annual basis taking into consideration the Metrolink rehabilitation program needs.

Once this LOA has been approved by VCTC and GCTD, VCTC will include these funds in the federal Program of Projects (POP) for FY 2018/19 and request an amendment to the FTIP. Subsequent to VCTC approval of the amended POP, VCTC will provide a FY 2018/19 Split Letter for federal apportionments, that will reflect the additional \$1,161,246, and GCTD will then be able to proceed with including these funds in its Section 5307 grant for the FY 2018/19 apportionment. It is mutually acknowledged that VCTC as the Designated Recipient has access to GCTD's online grant reports to the Federal Transit Administration and will utilize these reports to monitor the use of these funds.

VCTC hopes that this reprogramming of funds will assist GCTD toward its challenge of meeting its on-going debt obligations for the new facility, thereby facilitating the provision of transit service for GCTD transit patrons, and improving transit in Ventura County.

Darren M. Kettle
Executive Director, VCTC

Steve Brown
General Manager, GCTD

Program of Projects

The Ventura County Transportation Commission (VCTC) will hold a public hearing on the Program of Projects (POP) for the Oxnard Urbanized Area (UA) for projects to be funded with Federal Transit Administration funds in the 2018/19 Fiscal Year (FY 2019). The funds available in FY 2019 are estimated to be \$26,200,000, based on anticipated FY 2019 funds, prior year carry-over funds, and federal discretionary funds. The public hearing will be held at 9:00 a.m. on Friday, April 5, 2019, in the Camarillo City Council Chamber, 601 Carmen Drive, in Camarillo. The POP is available for public inspection at 950 County Square Drive, Suite 207, Ventura CA 93003. Unless a subsequent list is published, this list will become the final Program of Projects for inclusion in the Southern California Association of Governments Federal Transportation Improvement Program.

FY 2018/19 Federal Transit Program of Projects

	Total Cost	Federal Share	Local Share & Other
OXNARD/VENTURA URBANIZED AREA			
Gold Coast Transit			
<u>Operating Assistance</u>			
Ventura Road Transit Service (FY 18/19, 19/20 & 20/21)(CMAQ Funds)	\$ 4,215,196	\$ 3,731,713	\$ 483,483
Operating Assistance	\$ 2,500,000	\$ 1,250,000	\$ 1,250,000
	\$ 6,715,196	\$ 4,981,713	\$ 1,733,483
<u>Capital Assistance</u>			
Preventive Maintenance	\$ 2,149,710	\$ 1,719,768	\$ 429,942
Midlife Bus Refurbishment & Engine Replacement for 14 buses (CMAQ Funds)	\$ 3,696,082	\$ 3,272,141	\$ 423,941
Operations and Maintenance Facility Debt Service	\$ 1,161,246	\$ 1,161,246	\$ -
Operations and Maintenance Facility Debt Service (5339 Funds)(FY 17/18)	\$ 282,545	\$ 226,036	\$ 56,509
Operations and Maintenance Facility Debt Service (5339 Funds)	\$ 710,548	\$ 710,548	\$ -
ADA Paratransit Service	\$ 1,147,500	\$ 918,000	\$ 229,500
	\$ 9,147,631	\$ 8,007,739	\$ 1,139,892
Total Gold Coast	\$ 15,862,827	\$ 12,989,452	\$ 2,873,375
Ventura County Transportation Commission			
<u>Operating Assistance</u>			
VCTC Intercity Operating Assistance (FY 19/20)	\$ 2,449,156	\$ 1,224,578	\$ 1,224,578
VCTC Intercity East/West Line (CMAQ funds)	\$ 564,780	\$ 500,000	\$ 64,780
CalVans Vanpool (JARC funds)	\$ 100,000	\$ 25,000	\$ 75,000
County Human Services Agency Work Reliability Transport (FY 2017/18 - JARC funds)	\$ 36,000	\$ 30,000	\$ 6,000
County Human Services Agency Work Reliability Transport (FY 2018/19 - JARC funds)	\$ 72,000	\$ 60,000	\$ 12,000
	\$ 3,221,936	\$ 1,839,578	\$ 1,382,358
<u>Planning Assistance</u>			
Transit Planning and Programming (FY 19/20)	\$ 393,783	\$ 315,026	\$ 78,757
Regional Transit Information Center (FY 19/20)	\$ 280,000	\$ 224,000	\$ 56,000
Countywide Outreach Activities (FY 19/20) (CMAQ Funds)	\$ 600,000	\$ 600,000	\$ -
Fare Collection/Passenger Counting Data Management (FY 19/20)	\$ 350,000	\$ 280,000	\$ 70,000
Elderly/Disabled Planning/Evaluation (FY 19/20)	\$ 278,750	\$ 223,000	\$ 55,750
Bus Service Planning (FY 19/20)	\$ 565,000	\$ 452,000	\$ 113,000
	\$ 2,467,533	\$ 2,094,026	\$ 373,507
<u>Capital Assistance</u>			
Regional Transit Tech Equipment (FY 19/20)	\$ 118,750	\$ 95,000	\$ 23,750
Purchase 3 VCTC Intercity Buses (CMAQ Funds)	\$ 2,138,099	\$ 1,892,859	\$ 245,240
Metrolink Preventive Maintenance (FY 19/20)	\$ 658,982	\$ 658,982	\$ -
Metrolink Capital Rehab (Sec 5337)	\$ 737,861	\$ 737,861	\$ -
Metrolink Capital Rehab (FY 19/20)(Sec 5337)	\$ 2,477,608	\$ 2,477,608	\$ -
Metrolink Prev Maintenance (FY 19/20)(Sec 5337)	\$ 2,460,937	\$ 2,460,937	\$ -
	\$ 8,473,487	\$ 8,228,247	\$ 245,240
Total VCTC	\$ 14,162,956	\$ 12,161,851	\$ 2,001,105
Valley Express			
<u>Operating Assistance</u>			
Operating Assistance (FY 19/20)	\$ 1,254,396	\$ 627,198	\$ 627,198
Total Valley Express	\$ 1,254,396	\$ 627,198	\$ 627,198
TOTAL	\$ 31,280,178	\$ 25,778,501	\$ 5,501,677

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Item #16

April 5, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: CLAIRE GRASTY, PROGRAM MANAGER
SUBJECT: ORIGIN/DESTINATION, TRANSFER AND CUSTOMER SATISFACTION SURVEYS CONTRACT

RECOMMENDATION:

- Approve contract for Origin/Destination, Transfer and Customer Satisfaction Surveys with Moore and Associates for \$148,583.62.

BACKGROUND:

VCTC will be conducting a number of surveys on its routes, including an origin/destination survey, a transfer survey and a customer satisfaction survey. The origin/destination survey will survey where passengers get on the bus to start their journey and where they depart. This information provides much more robust information about where passengers are travelling than stop ridership can give. All of VCTC's routes will be surveyed as will a couple of Gold Coast Transit, Simi Valley Transit, Thousand Oaks Transit, Moorpark City Transit and Valley Express routes.

The transfer survey will survey 12 different transfer locations throughout Ventura County and one in Santa Barbara. This survey will quantify the passengers who are transferring between routes and will inform VCTC and the member agencies of the routes that that passengers travel between to complete their journey. This will also help show how many riders use different operators to make their trip.

The customer satisfaction survey component will include distributing surveys throughout the VCTC Intercity and Valley Express systems.

DISCUSSION:

In February, the Commission approved the release of the Origin/Destination, Transfer and Customer Satisfaction Surveys RFP. The RFP was released on February 5, and bids were due March 1. VCTC advertised the RFP in Mass Transit and Transit Talent and sent it out directly to four firms. Interest in the proposal was received from two firms but VCTC only received one proposal.

The submitted proposal came from Moore and Associates, which was found to be responsive and meet the scope outlined in the RFP. The proposal cost came in just under budget. VCTC is recommending approval a contract with Moore and Associates for \$148,583.62 to conduct origin/destination, transfer and customer satisfaction surveys. It is fully funded by the Regional Transit budget.

FTA Contract Clauses

No Obligation by the Federal Government

The VCTC and the Contractor acknowledge and agree that, notwithstanding any occurrence by the Federal Government in or approval of this solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to VCTC, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False Or Fraudulent Statements And Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. And U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records

The Contractor agrees to provide VCTC, the FTA Administrator, the Comptroller General of the United States or of any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making and conducting audits, inspections, examinations, excerpts, and transcriptions.

The Contractor also agrees, pursuant to 49 CFR 633.1.7, to provide the FTA Administrator or his or her authorized representatives, including any Project Management Oversight (PMO) contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described in 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which

case the Contractor agrees to maintain such books, records, account and reports until the VCTC, the FTA Administrator, the Comptroller general, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

Federal Changes

The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the grant agreements between the Ventura County Transportation Commission (VCTC) and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure by the Contractor to so comply shall constitute a material breach of this contract. In the event any such changes significantly affect the cost or the schedule to perform the work, the Contractor shall be entitled to submit a claim for an equitable adjustment under the applicable provisions of this contract.

Termination

Termination for Convenience - The VCTC, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default [Breach or Cause] - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the VCTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the VCTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the VCTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision) - The VCTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to VCTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from VCTC setting forth the nature of said breach or default, VCTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude VCTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach - In the event that VCTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by VCTC shall not limit VCTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Title VI Of The Civil Rights Act Of 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), and subcontractors agree as follows:

- A. Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination.** In accordance with Title VI of the Civil Rights act, as amended, 42 U.S.C. 200d section 3 03 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- C. Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
- 1. Race, Color, Creed, National Origin, Sex** – In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 Relating to Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project for which this Contract work is being performed. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment of recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
 - 2. Age** – In accordance with section 4 of the Age discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
 - 3. Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, " Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - 4. Immigration and Naturalization Act of 1986** – In connection with the execution of this Contract, the Contractor must comply with all aspects of the federal Immigration and Naturalization Act of 1986.
- D. Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

- E. Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by City or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to City or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- F. Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with nondiscrimination provisions of this contract, City shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Contractor under the contract until the Contractor complies; and/or
 2. cancellation, termination, or suspension of the contract, in whole or in part.
- G. Subcontracts.** The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises

The Ventura County Transportation Commission (VCTC) has established a DBE Program pursuant to 49 C.F.R. Part 26, which applies to this Agreement. The requirements and procedures of VCTC's DBE Program are hereby incorporated by reference into this Agreement. Failure by any party to this Agreement to carry out VCTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement, and may be grounds for termination of this Agreement, or such other appropriate administrative remedy. Each party to this Agreement shall ensure that compliance with VCTC's DBE Program shall be included in any and all sub-agreements entered into which arise out of or are related to this Agreement.

CONTRACTOR's failure to make good faith efforts to comply with VCTC's DBE Program shall be considered a material breach of this AGREEMENT and may give rise to certain administrative penalties and proceedings, including, but not limited to, those set forth in 49 C.F.R. Part 26.107.

No later than Thirty (30) working days after receiving payment of retention from City for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall make full payment to its subcontractors of all compensation due and owing under the relevant subcontract agreement, unless excused by City for good cause pursuant to provisions of Section 1.1 below.

No later than Thirty (30) days after receiving payment of retention from City for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall also make full payment to its subcontractors of all retentions withheld by it pursuant to the relevant subcontract agreement, unless excused by City for good cause pursuant to provisions of Section 5.1 below.

There shall be no substitution of any DBE subcontractors subsequent to award of this Contract without the written approval of the City's DBE Officer.

Incorporation of Federal Transit Administration (FTA) Terms

The Contractor shall take such action with respect to any subcontract or procurement as VCTC or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request VCTC, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Debarment and Suspension

- A. The Contractor shall include in each subcontract exceeding \$25,000, regardless of tier, a clause requiring each lower tiered subcontractor to provide the certification set forth in paragraph B of this section. Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall knowingly enter into any lower tier subcontract exceeding \$25,000 with a person who is disbarred, suspended or declared ineligible from obtaining federal assistance funds. If a proposed subcontractor is unable to certify to the statements in the following certification, the Contractor shall promptly notify VCTC and provide all applicable documentation.
- B. Each subcontractor with a subcontract exceeding \$25,000 shall certify as follows:

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,-
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature of Contractor's Authorized Official

Date

Typed Name and Title of Contractor's Authorized Official

Breach of Contract

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Clean Air

The contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 1 1017 of the California Government Code. All

Contractors and suppliers shall be required to submit evidence, if requested, to City that the governing air pollution control criteria will be met.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.

Clean Water

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has

not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Lobbying Certification

As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, I certify to the best of my knowledge and belief that for each application for federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of _____, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, I assure that Standard Form-LLL, "Disclosure Form to Report Lobbying," would be submitted and would include all information required by the form's instructions.

I understand that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. I also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature & Title of Authorized Official

Date

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Federal Privacy Act

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and

criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

National Intelligent Transportation Systems Architecture and Standards

The Recipient agrees to: (1) Conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), as amended by MAP-21, unless it obtains an exemption from those requirements, and (2) Except as the Federal Government determines otherwise in writing, follow: (a) FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455, January 8, 2001, and (b) Other applicable Federal guidance.

Access Requirements For Persons With Disabilities (ADA)

The Recipient agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. In addition, the Recipient agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

State and Local Government Laws/Regulations

To the extent required under Federal law, the State, as the Recipient, agrees to provide the following information about FTA funding for State Programs or Projects: a. Types of Information. The State will provide information including: (1) Identification of FTA as the Federal agency providing the Federal funds for the Program or Project, (2) The Catalog of Federal Domestic Assistance Number of the Program from which the Federal funding for the Program or Project is authorized, and (3) The amount of Federal funds FTA has provided for the Program or Project, and b. Documents. The State will provide the information required under this provision in the following documents: (1) Requests for proposals, (2) Solicitations, (3) Grant or cooperative agreement applications, (4) Forms, (5) Notifications, (6) Press releases, and (7) Other publications.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE VENTURA COUNTY TRANSPORTATION COMMISSION AND
MOORE AND ASSOCIATES**

THIS AGREEMENT for consulting services is made by and between the Ventura County Transportation Commission ("VCTC") and Moore and Associates ("Consultant") (together sometimes referred to as the "Parties") as of April 5, 2019 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to VCTC the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect VCTC's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all work required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that VCTC, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from VCTC of such desire of VCTC, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. VCTC hereby agrees to pay Consultant a sum not to exceed one hundred forty-eight thousand five hundred eighty-three and sixty-two cents, (\$148,583.62) notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. VCTC shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from VCTC to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to VCTC in the manner specified herein. Except as specifically authorized by VCTC in writing, Consultant shall not bill VCTC for duplicate services performed by more than one person.

Consultant and VCTC acknowledge and agree that compensation paid by VCTC to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. VCTC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for all services performed and

reimbursable costs incurred prior to the invoice date. Invoices shall contain all the following information:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At VCTC's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by each employee, agent, and subcontractor of Consultant performing services hereunder;
- Consultant shall give separate notice to VCTC when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds eight hundred (800) hours within a twelve (12)-month period under this Agreement and any other agreement between Consultant and VCTC. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and VCTC, if applicable.
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

2.2 Monthly Payment. VCTC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. VCTC shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all expenses and actives performed during the invoice period for which Consultant expects to receive payment.

2.3 Final Payment. VCTC shall pay the five percent (5%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to VCTC of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. VCTC shall pay for the services to be rendered by Consultant pursuant to this Agreement. VCTC shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. VCTC shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit B.

2.6 Reimbursable Expenses. Reimbursable expenses, as specified in Exhibit C, attached hereto and incorporated herein, shall not exceed fifty-four one hundred thousand (\$54,100). Expenses not listed below are not chargeable to VCTC. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor represents and warrants that Contractor is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18662, as it may be amended, and is exempt from withholding. Contractor accepts sole responsible for verifying the residency status of any subcontractors and withhold taxes from non-California subcontractors.
- 2.8 Payment upon Termination.** In the event that VCTC or Consultant terminates this Agreement pursuant to Section 8, VCTC shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. VCTC shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

VCTC shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with VCTC employees and reviewing records and the information in possession of VCTC. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of VCTC. In no event shall VCTC be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination

of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against VCTC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial general liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

4.2.2 Automobile Liability. Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

4.2.3 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability Insurance and Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). No endorsement shall be attached limiting the coverage.

4.2.4 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$2,000,000** covering the licensed professionals’ errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. VCTC shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish VCTC with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to the Consultant beginning work, this shall not waive the Consultant's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to VCTC. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to VCTC at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. VCTC and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including VCTC's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to VCTC and its officers, officials, employees and

volunteers, and that no insurance or self-insurance maintained by VCTC shall be called upon to contribute to a loss under the coverage.

- 4.4.5 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to VCTC, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Vendor will act as an independent contractor and is not an employee, officer, agent, partner or joint venture of VCTC by virtue of this Agreement. Vendor agrees that its workers performing services under this Agreement shall be either (1) employees of Vendor, or (2) shall meet all of the following three requirements to qualify as independent contractors: (a) be free from control and direction of Vendor; (b) perform work that is outside the usual course of Vendor's business; and (c) be customarily engaged in an independently established trade, occupation or business of the same nature as the work the individual performs for the Vendor. Vendor will defend, indemnify, and hold VCTC harmless from any claims, demands, liabilities, costs, and expenses arising from Vendor's misclassification of workers providing services as independent contractors under this Agreement.

- 4.4.7 Wasting Policy.** No insurance policy required by Section 4 shall include a "wasting" policy limit.

- 4.4.8 Variation.** VCTC may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that VCTC's interests are otherwise fully protected.

- 4.5 Remedies.** In addition to any other remedies VCTC may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following

remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend with counsel selected by VCTC, and hold harmless VCTC and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance ("Claims"), to the extent caused, directly or indirectly, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of VCTC or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

5.1 Insurance Not in Place of Indemnity. Acceptance by VCTC of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 PERS Liability. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of VCTC, Consultant shall indemnify, defend, and hold harmless VCTC for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of VCTC.

5.3 Third Party Claims. With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of VCTC. VCTC shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise VCTC shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other VCTC, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and

subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by VCTC, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of VCTC and entitlement to any contribution to be paid by VCTC for employer contributions and/or employee contributions for PERS benefits.

- 6.2 Consultant Not an Agent.** Except as VCTC may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of VCTC in any capacity whatsoever as an agent to bind VCTC to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all federal, state and local laws and regulations applicable to the performance of the work hereunder. Consultant's failure to comply with such law(s) or regulation(s) shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which VCTC is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to VCTC that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from VCTC, of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to VCTC that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from VCTC.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

- 7.6 Contractor's Residency and Tax Withholding** Contractor declares that Contractor is a resident of the State of California in accordance with the California Franchise Tax Board form 590 ("Form 590"), as may be amended. Unless provided with valid, written evidence of an exemption or waiver from withholding, VCTC may withhold California taxes from payments to Contractor as required by law. Contractor shall obtain, and maintain on file for three (3) years after the termination of the Contract, Form 590s from all subcontractors. Contractor accepts sole responsibility for withholding taxes from any

non-California resident subcontractor and shall submit written documentation of compliance with Contractor's withholding duty to VCTC.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** VCTC may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon thirty (30) days' written notice to VCTC and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of notice of termination; VCTC, however, may condition payment of such compensation upon Consultant delivering to VCTC all materials described in Section 9.1.

- 8.2 Extension.** VCTC may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require Contractor to execute a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if VCTC grants such an extension, VCTC shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, VCTC shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 Assignment and Subcontracting.** VCTC and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to VCTC for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between VCTC and Consultant shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, VCTC's remedies shall include, but not be limited to, the following:

- 8.6.1** Immediately terminate the Agreement;
- 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

- 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that VCTC would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of VCTC. Consultant hereby agrees to deliver those documents to VCTC upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for VCTC and are not necessarily suitable for any future or other use. VCTC and Consultant agree that, until final approval by VCTC, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties except as required by law.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to VCTC under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of VCTC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of VCTC or as part of any audit of VCTC, for a period of three (3) years after final payment under the Agreement.
- 9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by VCTC become the exclusive property of VCTC. At such time as VCTC selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

VCTC shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, VCTC may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless VCTC, its agents and employees, from any judgment, fines, penalties, and award of attorneys fees awarded against VCTC in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives VCTC's award of the contract. Consultant agrees

that this indemnification survives as long as the trade secret information is in VCTC's possession, which includes a minimum retention period for such documents.

Section 10

MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Ventura or in the United States District Court for the Central District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of VCTC or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000, *et seq.*

Consultant shall not employ any VCTC official in the work performed pursuant to this Agreement. No officer or employee of VCTC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of VCTC. If Consultant was an employee, agent, appointee, or official of VCTC in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090, *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse VCTC for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Claire Grasty ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant

Jim Moore
Moore and Associates
28159 Avenue Stanford, suite 110
Valencia, CA 91355

VCTC

Claire Grasty
Program Manager
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

<hr/> <p>Seal and Signature of Registered Professional with report/design responsibility.</p>

10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, [and]C[, and D] represents the entire and integrated agreement between VCTC and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule
<u>Exhibit C</u>	Reimbursable Expenses

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

- 10.14 Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

The Parties have executed this Agreement as of the Effective Date.

VCTC

CONSULTANT

Darren Kettle, General Manager

Alison J. Moore, Principal

Approved as to Form:

Steven T. Mattas, General Counsel

EXHIBIT A

SCOPE OF SERVICES

1. **Origin Destination Survey**

Please find route hours in the appendix. VCTC expects to receive the raw data from tasks 1.1-1.6 in Excel format.

1.1. **Survey VCTC Routes**

This task will include conducting an origin/destination survey for all of VCTC's routes. VCTC's routes are:

- Coastal Express – provides service mainly from Ventura to Santa Barbara but has many different route variations that also serve Camarillo, Oxnard, Carpinteria and Goleta. Three of the route paths will be surveyed.
- Highway 101 – provides service between Ventura and Thousand Oaks and makes stops in Oxnard and Camarillo. It serves major destinations such as the Ventura Transit Center (VTC), Ventura College, the Government Center, the Esplanade, Camarillo Outlets, Camarillo City Hall, Camarillo Metrolink, Oaks Mall and the Thousand Oaks Transportation Center (TOTC), with commuter trips to other Thousand Oaks locations.
- Conejo Connection – the Conejo Connection follows the path of the Highway 101, though with less stops, and provides commuter service to the Warner Center in Woodland Hills
- East County – provides service between Thousand Oaks, Moorpark and Simi Valley. It serves major destinations such as, the Oaks Mall, TOTC, Moorpark Metrolink, Moorpark College and the Simi Town Center.
- Oxnard/Camarillo/CSUCI – travels from the C St. Transfer Center (CTC) to California State University Channel Islands (CSUCI).
- CSUCI – Oxnard – provides service to CSUCI from the CTC, stopping at Oxnard College along the way.
- Highway 126 – provides service between Ventura, Santa Paula and Fillmore.
- East West Connector – provides service between Ventura, Oxnard, Camarillo, Moorpark and Simi Valley. It stops at major destinations such as the VTC, Ventura College, Esplanade, Camarillo Metrolink, Moorpark Metrolink, Moorpark College, Simi Town Center, Simi Civic Center and Simi Metrolink.

The routes and schedules can be found here <https://www.goventura.org/vctc-transit/routes-schedules/>. An interactive map can be found on the same page.

1.2. **Survey GCTD Routes**

The GCTD Routes that will be sampled are:

- Route 5 – this route provides service from the OTC to the Seabridge Shopping Center via Wooley Rd., Patterson Rd., and Hemlock St.
- Routes 15/17 (interlined) – Route 15 provides service from the Esplanade to the St. John's Hospital, serving El Rio and the Auto Center along the route. Route 17 provides service from the Esplanade to Oxnard College, serving El Rio and St. John's Hospital with service primarily along Rose Ave.
- Routes 19/20 – these routes provide service in a loop around North Oxnard, beginning and ending at the OTC, serving Oxnard High School and St. John's Hospital as well as the industrial area. The routes provide service mainly along Gonzales Rd. and 5th St. Route 19 provides service in a clockwise loop and Route 20 provides service in a counterclockwise loop.

Schedule information can be found here <http://www.goldcoasttransit.org/schedules/current-schedules> and the system map can be found here <http://www.goldcoasttransit.org/schedules/service-area>.

1.3. Survey TOT Routes

The TOT routes that will be sampled are:

- Route 3 (red) – this route provides service mainly in a counterclockwise loop along Hillcrest St. and Thousand Oaks Blvd., serving the TOTC and Oaks Mall. It provides service from Westlake Blvd in the East to Rancho Conejo Blvd. in the west.
- Route 4 (blue) – this route follows a similar path, also providing service along Hillcrest St. and Thousand Oaks Blvd., though it does not travel as far west as Newbury Park and provides service in a clockwise loop.

Schedule and map information can be found here <https://www.toaks.org/departments/public-works/transit/bus-routes-and-schedules>.

1.4. Survey SVT Routes

The SVT routes that will be sampled are:

- Route A – this route provides service in a clockwise loop around Simi Valley in an east/west orientation, reaching Yosemite Ave. in the east and Madera Rd. in the west. The route primarily travels along Cochran St. and Los Angeles Ave., serving the hospital, Simi Valley Metrolink and the Civic Center.
- Route C – this route provides service from Tapo Canyon in the west to the Chatsworth Metrolink station in the east, serving Simi Valley Metrolink along the way, with service primarily along Los Angeles Ave.

Schedule and map information can be found here <https://www.simivalley.org/home/showdocument?id=17535>.

1.5. Survey MCT Routes

The MCT route that will be sampled is:

- Route 1 – provides bidirectional service between Moorpark Metrolink and Moorpark College and counterclockwise service in a loop in the southern portion of the city, with Los Angeles Ave. in the north, Tierra Rejada Rd. in the west and south and Miller Parkway in the east. Major destinations along the route are: Moorpark High School, Civic Center, Arroyo Vista Community Park, downtown and numerous schools.

Schedule and map information can be found here <http://moorparkca.gov/227/2604/Bus-Ride-Guide>.

1.6. Survey Valley Express Routes

The Valley Express routes that will be sampled is:

- Santa Paula Routes A and B – these routes provide service throughout the majority of the Santa Paula. The A route provides service in a clockwise direction and the B route provides service in a counter clockwise direction. They provide service from Peck Road and the K Mart shopping center in the west and Harvard and Main in the east. Service is mainly provided along Harvard Blvd. and Santa Barbara St.

Schedule and map information can be found here <http://www.valleyexpressbus.org/routes-and-service-hours-english/>

1.7. Data Analysis

The consultant is to analyze the raw data collected in tasks 1.1-1.6. The results are to be provided in an easy to read and easy to use format.

This work element shall at a minimum include the following tasks and specific deliverables:

Origin/Destination Surveys	Deliverables
A Origin/destination data	Raw data in Excel format
B Origin/destination data	Analyzed results in easy to read format

2. Transfer Survey

2.1. Transfer

The transfer survey will provide reliable data to VCTC that shows what buses passengers are getting off on and what routes they transfer to. Passengers should be counted if they are using one of the below listed operators. If passengers are transferring between buses on the same operator or between buses of two different operators, they are to be counted.

Passengers using the following services are to be counted:

- VCTC
- GCTD
- TOT
- SVT
- MCT
- Valley Express
- Camarillo Area Transit

To the extent feasible, surveyors should count passengers transferring from Metrolink or Amtrak services at the Camarillo Metrolink, Moorpark Metrolink and the OTC. Please note that the OTC is large and has a number of operators and routes that service it and require additional resources. The intersection of Telephone and Victoria, where the Government Center is located, is also large and may require additional resources as well.

Conduct a survey from 7 am to 5:30 pm at these locations:

- Oxnard Transit Center (OTC)
- Ventura Transit Center (VTC)
- C St. Transfer Center (CTC)
- Esplanade
- Government Center (intersection of Telephone and Victoria)
- Moorpark Metrolink Station
- Camarillo Metrolink Station

Conduct a survey from 6:30-8:30 am and from 4-6 pm at these locations:

- Thousand Oaks Transit Center (TOTC)
- Santa Barbara MTD Transit Center
- Simi Valley Town Center
- Fillmore terminal
- Santa Paula City Hall

Raw data is to be provided in Excel format.

2.2. Data Analysis

The consultant is to analyze the raw data and provide the results in an easy to read and easy to use format.

This work element shall at a minimum include the following tasks and specific deliverables:

Transfer Survey	Deliverables
A Transfer survey data	Raw data in Excel format
B Transfer survey data	Analyzed results in easy to read format

3. Customer Satisfaction Survey

3.1. Customer Satisfaction Surveys

The customer satisfaction survey will be implemented on all VCTC and Valley Express routes. VCTC will develop the questions for the survey. The consultant will put together the surveys and print them. The questions will largely be the same but there should be one survey dedicated to each service. Paper surveys should be available on board the buses and an online surveys should also be available. VCTC will assist with the distribution of the surveys.

3.2. Compile Results

The consultant is to compile the raw data and provide the results in an easy to read and easy to use format.

This work element shall at a minimum include the following tasks and specific deliverables:

Customer Satisfaction Survey	Deliverables
A Customer satisfaction data	Raw data
B Customer satisfaction data	Analyzed results in easy to read format

EXHIBIT B

COMPENSATION SCHEDULE

Cost Categories	Maximum Hourly Rate	Task A:		Task 1:		Task 2:		Task 3:		Grand Total (All tasks)	
		Project Kick-off/Prep		O&D Survey		Transfer Survey		Customer Satisfaction Survey			
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
<u>Direct Labor Classification(s):</u>											
Project Manager	\$72.00	30.00	\$2,160.00	17.00	\$1,224.00	12.00	\$864.00	16.00	\$1,152.00	75.00	\$5,400.00
Market Research Coordinator	\$44.00	26.00	\$1,144.00	50.00	\$2,200.00	40.00	\$1,760.00	45.00	\$1,980.00	161.00	\$7,084.00
Marketing Coordinator	\$44.00	0.00	\$0.00	18.00	\$792.00	6.00	\$264.00	24.00	\$1,056.00	48.00	\$2,112.00
GIS Technician	\$38.00	0.00	\$0.00	75.00	\$2,850.00	0.00	\$0.00	0.00	\$0.00	75.00	\$2,850.00
Fielding Team	\$28.00	20.00	\$560.00	280.00	\$7,840.00	400.00	\$11,200.00	100.00	\$2,800.00	800.00	\$22,400.00
Administrative Support	\$22.00	12.00	\$264.00	12.00	\$264.00	12.00	\$264.00	12.00	\$264.00	48.00	\$1,056.00
Subtotal - Direct Labor		88.00	\$4,128.00	452.00	\$15,170.00	470.00	\$14,352.00	197.00	\$7,252.00	1,207.00	\$40,902.00
<u>Overhead & Fringe (inc. G&A):</u>	%										
Overhead	70.00%		\$2,889.60		\$10,619.00		\$10,046.40		\$5,076.40		\$28,631.40
Fringe	40.00%		\$1,651.20		\$6,068.00		\$5,740.80		\$2,900.80		\$16,360.80
Subtotal - Overhead & Fringe (inc G&A):			\$4,540.80		\$16,687.00		\$15,787.20		\$7,977.20		\$44,992.20
<u>Fixed Fee</u>	10.00%										
Subtotal - Fixed Fee:			\$866.88		\$3,185.70		\$3,013.92		\$1,522.92		\$8,589.42
<u>Other Direct Costs (ODCs)</u>											
Travel			\$200.00		\$5,100.00		\$4,200.00		\$1,500.00		11,000.00
Printing/production			\$0.00		\$3,500.00		\$1,200.00		\$2,800.00		7,500.00
Surveyors - Temp Labor			\$0.00		\$8,000.00		\$18,000.00		\$0.00		26,000.00
Data Entry			\$0.00		\$5,000.00		\$1,500.00		\$2,000.00		8,500.00
Promotion/Incentives			\$0.00		\$250.00		\$0.00		\$250.00		500.00
Translation			\$0.00		\$200.00		\$200.00		\$200.00		600.00
Subtotal - ODCs:			\$200.00		\$22,050.00		\$25,100.00		\$6,750.00		\$54,100.00
GRAND TOTAL		88.00	\$9,735.68	452.00	\$57,092.70	470.00	\$58,253.12	197.00	\$23,502.12	1,207.00	\$148,583.62

EXHIBIT C

REIMBURSABLE EXPENSES

Reimbursable expenses include travel expenses at \$11,000, printing/production costs at \$7,500, temporary labor (surveyors) at \$26,000, data entry expenses at \$8,500, promotion/incentives expenses at \$500 and translation costs at \$600. Reimbursable expenses should not exceed \$54,100. There will be no additional expenses charged.

EXHIBIT C
FEDERAL CLAUSES

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Item #17

April 5, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: LEGISLATIVE UPDATE AND POSITION ON BILL

RECOMMENDATION:

- Adopt "Oppose" position on AB 1568 (McCarty), to withhold Senate Bill (SB) 1 local streets and roads funds from a local agency that does not meet its housing goals.

DISCUSSION:

State Issues

Attachment A is the monthly report of Delaney Hunter, the Commission's state lobbyist. The report describes various state issues including the status of bills.

Attachment B is an analysis from Delaney Hunter on AB 1568 (Kevin McCarty, D-Sacramento) to implement the Governor's proposal to withhold SB 1 Local Streets and Roads funds from jurisdictions that fail to meet regional housing goals. Any withheld funds would be redistributed among the other jurisdictions. The first item in VCTC's adopted Legislative Program says that the Commission is opposed to any proposals that would reduce overall transportation funding. While AB 1568 technically does not reduce funding but places them in escrow, it could potentially lead to a delay in local street maintenance resources in Ventura County should housing goals not be achieved, despite the lack of any significant nexus between housing construction and street maintenance. Staff therefore recommends the Commission oppose this bill. AB 252 is currently in the Assembly Transportation Committee and the Assembly Housing & Community Development Committee.

Attachment C provides the status of the two bills for which VCTC currently has a position, including AB 252 (Daly) which VCTC voted last month to support.



CALIFORNIA ADVISORS, LLC

VENTURA COUNTY TRANSPORTATION COMMISSION MONTHLY STATE ADVOCACY REPORT MARCH 2019

Legislative Update

The bill introduction deadline was at the end of February and more 2,500 bills were ultimately introduced for the new legislative session. As a result, most of March consisted of analyzing and ciphering through all of the new bills. Many of the initial measures that were put forward last month were in spot bill form, which means that they are placeholders that do not contain substantive language. Throughout this month, most of these bills were amended to then include more substance and content that will require the bill to be referred to the appropriate committees. Although a few bill hearings were held in March, the majority of legislation will be heard in policy committees in April. Furthermore, all of the fiscal bills will need to be out of their respective policy committees by April 26, where they will then move to the Appropriations Committee in their house of origin. In addition to the upcoming policy hearings, there have been a number of relevant informational hearings this month - including a High-Speed Rail Authority Project Update hearing. California Advisors will continue to update VCTC on new amendments to bills, newly introduced legislation, and the outcome of these upcoming policy committee hearings.

Transportation Related Hearings

Last month Senate Transportation Committee and Senate Budget Sub-Committee held joint informational hearing on High-Speed Rail Authority Project Update. The purpose of a hearing was to receive an update on the high-speed rail project. Panelists included members from California High-Speed Rail Authority, the Independent High-Speed Rail Peer Review Group, the Legislative Analyst's Office, and the transportation agencies directly involved in delivering "bookend" projects. The intent of a hearing was to create a forum for project stakeholders to provide testimony on where the project stands today and for Legislators to ask stakeholders about HSRA ongoing organizational and funding challenges and where the project is heading.

Transportation Related Reports

Last month the Legislative Analyst's Office (LAO) released a review of the State's Active Transportation Program (ATP) and the 2019-20 Budget: Transportation Proposals.

The state's ATP—administered by the CTC, in coordination with the Caltrans—provides funding to infrastructure and non-infrastructure projects that facilitate travelers being physically active through biking and walking. Some of the primary goals of the program include increasing the number of walking and biking trips, increasing safety and mobility, and enhancing public health. In approving the 2018-19 budget package, the Legislature directed our office to review certain aspects of the program. Based on LAO review of the program and data currently available on project outcomes, they find that most ATP funding

supports infrastructure projects, such as constructing sidewalks, bike lanes, and crossing signals. The projects funded are similar across various components of the program and most projects benefit disadvantaged communities. They also find that it is impossible to determine key program outcomes, such as whether the program is resulting in increased walking and biking and improved safety. This is because accurate information is not reported on these outcomes. In view of their findings, they recommend that the Legislature require the CTC and Caltrans to collect more accurate project outcome data. They also recommend that the Legislature consider focusing the statewide component of the program on larger and more transformative projects and consider providing additional flexibility to Metropolitan Planning Organizations for their regional component of the program.

The Governor's budget provides a total of \$23.5 billion from various fund sources for all transportation departments and programs in 2019-20. This is a net increase of \$1.4 billion, or 6 percent, over estimated current-year expenditures. Specifically, the budget includes \$14.6 billion for the California Department of Transportation, \$2.8 billion for local streets and roads, \$2.8 billion for the California Highway Patrol (CHP), \$1.2 billion for the Department of Motor Vehicles (DMV), \$1 billion for transit assistance, and \$1.1 billion for various other transportation programs.

High-Speed Rail. Since it was approved for bond funding by voters in 2008, the high-speed rail project has experienced significant cost increases and funding gaps. Currently, the project faces an estimated funding gap of over \$50 billion to complete Phase I of the project—from San Francisco to Anaheim. Recognizing this funding gap, the Governor recently signaled a shift in approach to the project that focuses on using the currently authorized funding to complete a segment between Merced and Bakersfield and the environmental reviews for Phase I. LAO stated that at the time of this analysis, many details of the Governor's revised approach remain unclear. They find that the Governor's revised approach to the high-speed rail project provides an important opportunity for the Legislature to consider how the project aligns with its policy and fiscal priorities. Given the significant funding gap facing the project, it is a good opportunity for the Legislature to evaluate if it would like to continue to move forward with Phase I of the project as planned or undertake an alternative course of action. As it evaluates the various available options, the Legislature will want to weigh the alternatives' costs and risks against their anticipated mobility benefits.

Important Legislation

California Advisors is continuing to advocate VCTC's positions on a few important bills that are continuing to move through the legislative process.

AB 252 by Assembly Member Daly repeals the January 1, 2017 sunset date and thereby extends indefinitely Caltrans' responsibility for the Federal Highway Administration's duties under the National Environmental Policy Act. Bill passed Assembly Transportation Committee on 15 to 0 vote on March 11th but was sent to the suspense calendar in Assembly Appropriations Committee on March 18th. They estimate \$800,000 to \$1 million in staffing costs as a fiscal effect of this bill. The suspense hearing will be the week of May 13th. (Support)

AB 1568 by Assembly Member McCarthy would require the Department of Housing and Community Development, on or before June 30, 2022, and on or before June 30 every year thereafter and until June 30, 2051, to review each production report submitted by a city or county to determine if they have met the applicable minimum housing production goal for that reporting period. The bill would provide that, if the department determines that a city or county has not met its applicable minimum housing production goal the Controller would be required to deposit their apportionment of SB 1 transportation funds into an escrow account until they become compliant. It was referred to Committees on Housing and Community Development and Transportations. Committees dates are not set yet. (Oppose)

Upcoming Bill Deadlines and Newly Introduced Legislation

April 11 - 22 – Spring Recess

April 26 – Last day for policy committee to hear and report to fiscal committees fiscal bills introduced in their house.

May 3 – Last day for policy committees to hear and report to the floor non-fiscal bills introduced in their house.

May 17 – Last day for fiscal committees to meet and report to the floor bills introduced in their house.

May 28 – 31 – Floor Sessions Only

Below is a list of VCTC tracked newly introduced bills:

AB 145 (Frazier D) High-Speed Rail Authority: Senate confirmation.

Introduced: 12/13/2018

Status: 1/24/2019-Referred to Committee on Transportation

Summary: Current law creates the High-Speed Rail Authority with specified powers and duties relative to development and implementation of a high-speed train system. The authority is composed of 11 members, including 5 voting members appointed by the Governor, 4 voting members appointed by the Legislature, and 2 nonvoting legislative members. This bill would provide that the members of the authority appointed by the Governor are subject to appointment with the advice and consent of the Senate.

AB 148 (Quirk-Silva D) Regional transportation plans: sustainable communities strategies.

Introduced: 12/14/2018

Status: 1/24/2019-Referred to Committees on Transportation and Natural Resources

Summary: Current law requires certain transportation planning agencies to prepare and adopt a regional transportation plan directed at achieving a coordinated and balanced regional transportation system. Current law requires the regional transportation plan to include, if the transportation planning agency is also a metropolitan planning organization, a sustainable communities strategy. This bill would require each sustainable communities strategy to identify areas within the region sufficient to house an 8-year projection of the emergency shelter needs for the region, as specified.

AB 226 (Mathis R) Transportation funds: transit operators: fare revenues.

Introduced: 1/17/2019

Status: 2/4/2019-Referred to Committee on Transportation

Summary: Current law provides various sources of funding to public transit operators. Under the Mills-Alquist-Deddeh Act, also known as the Transportation Development Act, revenues from a 1/4% sales tax in each county are available, among other things, for allocation by the transportation planning agency to transit operators, subject to certain financial requirements for an operator to meet in order to be eligible to receive moneys. This bill would require a fare paid pursuant to a reduced fare transit program to be counted as a full adult fare for purposes of calculating any required ratios of fare revenues to operating costs specified in the act, except for purposes of providing information in a specified annual report to the Controller or providing information to the entity conducting a fiscal or performance audit pursuant to specified provisions.

AB 246 (Mathis R) State highways: property leases.

Introduced: 1/22/2019

Status: 2/7/2019-Rferred to Committee on Transportation

Summary: Would authorize the Department of Transportation to offer a lease on a right of first refusal basis of any airspace under a freeway, or real property acquired for highway purposes, located in a disadvantaged community, that is not excess property to the city or county in which the disadvantaged community is located for purposes of an emergency shelter or feeding program, or for park, recreational, or open-space purposes for a rental amount of \$1 per month, subject to certain conditions.

AB 252 (Daly D) Department of Transportation: environmental review process: federal program.

Introduced: 1/23/2019

Status: 3/20/2019-In committee: Set, first hearing. Referred to suspense file.

Summary: Current federal law requires the United States Secretary of Transportation to carry out a surface transportation project delivery program, under which the participating states may assume certain responsibilities for environmental review and clearance of transportation projects that would otherwise be the responsibility of the federal government. Current law, until January 1, 2020, provides that the State of California consents to the jurisdiction of the federal courts with regard to the compliance, discharge, or enforcement of the responsibilities it assumed as a participant in the program. This bill would extend the operation of these provisions indefinitely.

AB 285 (Friedman D) California Transportation Plan.

Introduced: 1/28/2019

Status: 3/7/2019-Re-referred to Committee on Transportation

Summary: Would require the Department of Transportation to address in the California Transportation Plan how the state will achieve maximum feasible emissions reductions in order to attain a statewide reduction of greenhouse gas emissions of 40% below 1990 levels by the end of 2030 and carbon neutrality by 2045. Commencing with the 3rd update to the plan to be completed by December 31, 2025, the bill would require the department to include specified information in the plan, including, among other things, a review, conducted in consultation with the Strategic Growth Council, of the potential impacts and opportunities for coordination of specified grant programs and recommendations for the improvement of the grant programs to better align them to meet long-term common goals.

AB 287 (Voepel R) Public employees' retirement: annual audits.

Introduced: 1/28/2019

Status: 2/7/2019-Referred to Committee on Public Employment and Retirement

Summary: Current law requires each state and local public pension or retirement system, on and after the 90th day following the completion of the annual audit of the system, to provide a concise annual report on the investments and earnings of the system, as specified, to any member who makes a request and pays a fee, if required, for the costs incurred in preparation and dissemination of that report. This bill would also require each state and local pension or retirement system to post a concise annual audit of the information described above on that system's internet website no later than the 90th day following the audit's completion.

AB 313 (Frazier D) Road Maintenance and Rehabilitation Account: University of California: California State University: reports.

Introduced: 1/30/2019

Status: 3/20/2019-In committee: Set, first hearing. Referred to suspense file.

Summary: Would require the University of California and the California State University, on or before January 1 of each year, to each submit a report to the Transportation Agency and specified legislative committees detailing its expenditures of those moneys for the previous fiscal year, including, but not limited to, research activities and administration.

AB 322 (Gallagher R) Political Reform Act of 1974: online filing and disclosure system.

Introduced: 1/30/2019

Status: 3/20/2019-Read second time and amended.

Summary: Would require a local government agency to post on its internet website a copy of any specified statement, report, or other document filed with that agency in paper format. This bill would require that the statement, report, or other document be made available for four years from the date of the election associated with the filing. By imposing a new duty on local government agencies, this bill would impose a state-mandated local program.

AB 333 (Eggman D) Whistleblower protection: state and local independent contractors.

Introduced: 1/31/2019

Status: 3/20/2019-In committee: Set, first hearing. Referred to suspense file.

Summary: Current law prohibits an employer, as defined, or any person acting on behalf of the employer, as defined, from, among other things, preventing an employee from, or retaliating against an employee for, providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of a law, regardless of whether disclosing the information is part of the employee's job duties. A violation of these provisions is a crime. This bill would extend the protections afforded to employees under these provisions to independent contractors and contracted entities working for state and local government who are tasked with receiving and investigating complaints from facilities, services, and programs operated by state and local government.

AB 352 (Garcia, Eduardo D) California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Fund: investment plan: Transformative Climate Communities Program.

Introduced: 2/4/2019

Status: 3/18/2019-Re-referred to Committee on Natural Resources

Summary: Would, beginning July 1, 2020, require state agencies administering competitive grant programs that allocate moneys from the Greenhouse Gas Reduction Fund to give specified communities preferential points during grant application scoring for programs intended to improve air quality, to include a specified application timeline, to allow applicants from the Counties of Imperial and San Diego to include daytime population numbers in grant applications, and to require grant eligibility and scoring criteria to define disadvantaged community consistent with specified allocation requirements of the Greenhouse Gas Reduction Fund so as not to preclude low-income communities, as defined, from applying for or being awarded a grant.

AB 355 (Daly D) Public Employee Relations Board: Orange County Transportation Authority.

Introduced: 2/4/2019

Status: 3/18/2019-In committee: Hearing postponed by committee.

Summary: Would require employers and employees of the Orange County Transportation Authority to adjudicate complaints of specified labor violations before PERB as an unfair practice and would authorize specified parties aggrieved by PERB's decision or order to petition for relief from that decision or order, as provided. By requiring the authority to adjudicate claims before PERB, this bill would impose a state-mandated local program.

AB 371 (Frazier D) Transportation: freight: statewide economic vitality assessment.

Introduced: 2/5/2019

Status: 2/15/2019-Referred to Committees on Jobs, Economic Development, and the Economy and Transportation

Summary: Would require GO-Biz, in consultation with the State Air Resources Board, the California Transportation Commission, and the Transportation Agency, to prepare a statewide economic vitality assessment of the California freight industry on or before December 31, 2021, and to update the assessment at least once every five years. The bill would require the assessment to identify specified information, and would require the office, in developing the assessment, to consult with representatives from a cross section of public and private sector freight stakeholders.

AB 380 (Frazier D) Office of the Transportation Inspector General.

Introduced: 2/5/2019

Status: 3/12/2019-From committee: Do pass and re-refer to Committee on Accountability and Administrative Review (Ayes 14. Noes 0.)

Summary: Would eliminate the Independent Office of Audits and Investigations and would instead create the Independent Office of the Transportation Inspector General in state government, as an independent office that would not be a subdivision of any other government entity, to ensure that specified state agencies and all external entities that receive state and federal transportation funds are operating efficiently, effectively, and in compliance with federal and state laws. The bill would require the Governor to appoint the Transportation Inspector General for a 6-year term, subject to confirmation by the Senate, and would prohibit the Transportation Inspector General from being removed from office during the term except for good cause.

AB 421 (Waldron R) Transportation finance: De Luz Community Services District

Introduced: 2/7/2019

Status: 2/25/2019-Referred to Committee on Transportation

Summary: With respect to the portion of revenues that is derived from increases in the motor vehicle fuel excise tax beginning in 2010, current law requires, after certain allocations are made, the Controller to allocate the remaining amount of this portion of revenues 44% to the state transportation improvement program, 12% to the State Highway Operation and Protection Program, and 44% to cities and counties for local street and road purposes. This bill would require the Controller to allocate a portion of these revenues available for counties to the De Luz Community Services District for local street and road purposes as though the De Luz Community Services District were a county. The bill would thereby make an appropriation.

AB 422 (Frazier D) High-speed rail: performance measurement dashboards.

Introduced: 2/7/2019

Status: 2/15/2019-Referred to Committee on Transportation

Summary: Current law requires the High-Speed Rail Authority to establish an independent peer review group for purposes of reviewing the planning, engineering, financing, and other elements of the authority's plans and issuing an analysis of the appropriateness and accuracy of the authority's assumptions and an analysis of the viability of the authority's funding plan, including the funding plan for each corridor. This bill would require the authority, in consultation with the peer review group, to develop and update quarterly a set of summary performance measurement dashboards that show ongoing performance of the project and post on its internet website full sets of the summary performance measurement dashboards.

AB 449 (Gallagher R) Local alternative transportation improvement program: Feather River crossing.

Introduced: 2/11/2019

Status: 3/7/2019-Re-referred to Committee on Transportation

Summary: Would, with respect to planned state transportation facilities over the Feather River in the City of Yuba City and the Counties of Sutter and Yuba, which facilities are no longer planned to be constructed, would authorize the affected local agencies, acting jointly with the transportation planning agency having jurisdiction, to develop and file with the California Transportation Commission a local alternative transportation improvement program that addresses transportation problems and opportunities in the area that was to be served by the canceled state facilities.

AB 456 (Chiu D) Public contracts: claim resolution.

Introduced: 2/11/2019

Status: 2/21/2019-Referred to Committee on Accountability and Administrative Review

Summary: Current law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Current law establishes, until January 1, 2020, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project against a public entity, as defined. Current law defines a claim for these purposes as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified. This bill would remove the January 1, 2020, repeal date on these provisions, thereby making this claim resolution process operative indefinitely.

AB 510 (Cooley D) Local government records: destruction of records.

Introduced: 2/13/2019

Status: 2/21/2019-Referred to Committee on Local Government

Summary: Current law authorizes the head of a department of a county or city, or the head of a special district to destroy recordings of telephone and radio communications maintained by that county, city, or special district after 100 days if that person receives approval from the legislative body and the written consent of the agency attorney. This bill would exempt the head of a department of a county or city, or the head of a special district from these recording retention requirements if the county, city, or special district

adopts a records retention policy governing recordings of routine video monitoring and recordings of telephone and radio communications.

AB 553 (Melendez R) High-speed rail bonds: housing.

Introduced: 2/13/2019

Status: 3/14/2019-Re-referred to Committee on Transportation

Summary: Would provide that no further bonds shall be sold for high-speed rail purposes pursuant to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, except as specifically provided with respect to an existing appropriation for high-speed rail purposes for early improvement projects in the Phase I blended system.

AB 554 (Chen R) Traffic control devices: flares.

Introduced: 2/13/2019

Status: 3/12/2019-Re-referred to Com. on TRANS.

Summary: Would prohibit the Department of Transportation or persons contracting with the department for the construction, maintenance, or repair of a highway from using flares as a traffic control device, as defined. The bill would exclude the Department of the California Highway Patrol's use of flares from this prohibition when it cooperates with the Department of Transportation in the enforcement of the closing, or restriction of use, of any state highway.

AB 652 (Mayes R) Supplemental destination highway signs

Introduced: 2/15/2019

Status: 2/25/2019-Referred to Committee on Transportation

Summary: Would require the Department of Transportation to include a private stadium or sports arena as a facility that qualifies for supplemental destination signs in its regulations if the stadium otherwise meets the criteria for supplemental destination signs described in the California Manual on Uniform Traffic Control Devices.

AB 659 (Mullin D) Transportation: emerging transportation technologies: California Smart City Challenge Grant Program.

Introduced: 2/15/2019

Status: 2/25/2019-Referred to Committee on Transportation

Summary: Would establish the California Smart City Challenge Grant Program to enable municipalities to compete for grant funding for emerging transportation technologies to serve their transportation system needs and would specify certain program goals. The bill would require the commission to form the California Smart City Challenge Workgroup on or before July 1, 2020, to guide the commission on program matters, as specified. The bill would require the commission, in consultation with the workgroup, to develop guidelines on or before March 1, 2021, for the program, which would not be subject to the Administrative Procedure Act and would authorize the commission to revise them as necessary.

AB 676 (Frazier D) California Transportation Commission: annual report.

Introduced: 2/15/2019

Status: 2/28/2019-Referred to Committee on Transportation

Summary: Current law requires the California Transportation Commission to adopt and submit to the Legislature, by December 15 of each year, an annual report summarizing the commission's prior-year decisions in allocating transportation capital outlay appropriations and identifying timely and relevant transportation issues facing the state. This bill would instead require the commission to adopt and submit the annual report by December 31 of each year.

AB 752 (Gabriel D) Public transit: transit centers: lactation rooms.

Introduced: 2/19/2019

Status: 2/20/2019-From printer. May be heard in committee March 22.

Summary: Current law imposes various requirements on transit operators. This bill would state the intent of the Legislature to enact future legislation to expand access to lactation rooms in transit centers.

AB 784 (Mullin D) Sales and use taxes: exemption: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project.

Introduced: 2/19/2019

Status: 3/19/2019-Re-referred to Committee on Revenue and Taxation

Summary: Current state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state of, or on the storage, use, or other consumption in this state of, tangible personal property purchased from a retailer for storage, use, or other consumption in this state. The Sales and Use Tax Law provides various exemptions from those taxes. This bill would, until January 1, 2024, provide an exemption from those taxes with respect to the sale of specified zero-emission technology medium- and heavy-duty transit bus vehicles.

AB 802 (Stone, Mark D) Reports to the Legislature.

Introduced: 2/20/2019

Status: 2/21/2019-From printer. May be heard in committee March 23.

Summary: Would require state and local agencies to submit all reports to the Secretary of the Senate, the Chief Clerk of the Assembly, and the Legislative Counsel electronically, rather than submitting a printed copy, and would eliminate the requirement that state agencies separately submit the summary of the report directly to Members of the Legislature. For reports involving data collection or analysis, the bill would require a state agency to post all data used to generate the report on the agency's internet website at the time the report is posted.

AB 821 (O'Donnell D) Transportation: Trade Corridor Enhancement Account: project nomination: California Port Efficiency Program.

Introduced: 2/20/2019

Status: 3/4/2019-Referred to Committee on Transportation

Summary: Current law creates the Trade Corridor Enhancement Account to receive revenues attributable to 50% of a \$0.20 per gallon increase in the diesel fuel excise tax imposed by the Road Repair and Accountability Act of 2017 for corridor-based freight projects nominated by local agencies and the state. Current law makes these funds and certain federal funds apportioned to the state available upon appropriation for allocation by the California Transportation Commission for trade infrastructure improvement projects that meet specified requirements. This bill would require the commission to allocate not less than 10% of the funds that are required to be allocated to projects nominated by the department to projects nominated pursuant to the California Port Efficiency Program, which this bill would create.

AB 847 (Grayson D) Transportation finance: priorities: housing.

Introduced: 2/20/2019

Status: 3/14/2019-Referred to Committees on Transportation and Local Government

Summary: Would require the Department of Housing and Community Development, on or before June 30, 2020, and on or before June 30 every year thereafter, to review each production report submitted by a city or county in accordance with the provisions described above to determine if that city or county has met its very low, low-, and moderate-income housing goals, as defined, for that reporting period. The bill would require the department, if it determines that a city or county has met one of those housing goals, to submit a certification of that result to the Controller by no later than June 30 of that year.

AB 905 (Chen R) Department of Transportation: Highway Design Manual: fire prone areas.

Introduced: 2/20/2019

Status: 3/4/2019-Referred to Committee on Transportation

Summary: Current law provides that the Department of Transportation has full possession and control of the state highway system and associated property. Current law vests various powers in the department including, among others, the planning, designing, constructing, maintaining, and operating of transportation systems under its jurisdiction. This bill would require the department to update the Highway Design Manual to incorporate the use of k-rails, weed mats, or other fire proofing devices in fire prone areas.

AB 931 (Boerner Horvath D) State and local boards and commissions: representation: appointments.

Introduced: 2/20/2019

Status: 3/7/2019-Referred to Committees on Local Government and Accountability and Administrative Review

Summary: Current law establishes the policy of the Legislature to ensure equal access to specific information about the many local regulating and advisory boards, commissions, and committees and to ensure equal opportunity to be informed of vacancies on those boards. Existing law requires each legislative body of a local agency to prepare an appointments list of all regular and ongoing boards, commissions, and committees that are appointed by the legislative body of the local agency. This bill, on and after January 1, 2025, would require the composition of each state and local board and commission with appointed members to have a specified minimum number of women board members or commissioners based on the total number of board members or commissioners on that board.

AB 970 (Salas D) California Department of Aging: grants: transportation.

Introduced: 2/21/2019

Status: 3/20/2019-From committee chair, with author's amendments: Amend, and re-refer to Committee on Aging and Long-Term Care. Read second time and amended.

Summary: Would require the California Department of Aging to administer a grant program to receive applications from area agencies on aging to fund transportation to and from nonemergency medical services for older individuals and persons with a disability who reside in rural, desert, or mountain areas within a planning and service area, for the purpose of reducing greenhouse gas emissions. The bill would require that transportation be made available using the purchase, lease, or maintenance of zero-emission or near-zero-emission vehicles with a capacity for 7, 12, or 15 passengers.

AB 992 (Mullin D) Open meetings: local agencies: social media.

Introduced: 2/21/2019

Status: 3/7/2019-Referred to Committee on Local Government

Summary: Would provide that the Ralph M. Brown Act does not apply to the posting, commenting, liking, interaction with, or participation in, internet-based social media platforms that are ephemeral, live, or static, by a majority of the members of a legislative body, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

AB 1017 (Boerner Horvath D) Railroads: at-grade pedestrian crossings: supplemental safety measure improvements.

Introduced: 2/21/2019

Status: 2/22/2019-From printer. May be heard in committee March 24.

Summary: The Public Utilities Commission has the exclusive power to determine and prescribe the manner and the terms of installation, operation, maintenance, use, and protection of specified rail crossings. Under current law, except as provided, a bell, siren, horn, whistle, or similar audible warning device shall be sounded at any public crossing in accordance with federal law. To the extent consistent with federal law, this bill would require the commission to identify standardized supplemental safety measure improvements for at-grade pedestrian crossings, as specified.

AB 1025 (Grayson D) Transit and Intercity Rail Capital Program.

Introduced: 2/21/2019

Status: 3/7/2019-Referred to Committee on Utilities and Energy

Summary: Current law establishes the Transit and Intercity Rail Capital Program to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems and bus and ferry transit systems to achieve certain policy objectives. Current law prescribes the eligibility requirements for projects under the program. This bill would make a nonsubstantive change to the provision related to project eligibility.

AB 1056 (Garcia, Eduardo D) Transit and Intercity Rail Capital Program.

Introduced: 2/21/2019

Status: 3/12/2019-Re-referred to Committee on Transportation

Summary: Would authorize the County of Imperial to implement a demonstration project to expand the definition of a residence district for purposes of existing speed laws to include any portion of a highway and the property contiguous to that highway, with at least 13 separate dwelling houses or business structures located upon both sides of the property contiguous to the highway, collectively, within a distance of 1/4 mile.

AB 1089 (Stone, Mark D) Local transportation funds: transit operators.

Introduced: 2/21/2019

Status: 2/22/2019-From printer. May be heard in committee March 24.

Summary: Under the Mills-Alquist-Deddeh Act, also known as the Transportation Development Act, revenues from a 1/4% sales tax in each county are available, among other things, for allocation by the transportation planning agency to transit operators, subject to certain financial requirements for an operator to meet in order to be eligible to receive funds. Current law sets forth alternative ways an operator may qualify for funding, including a standard under which the allocated funds do not exceed 50% of the operator's total operating costs, as specified, or the maintenance by the operator of a specified farebox ratio of fare revenues to operating costs. Current law establishes the required farebox ratio as 20% in urbanized areas and 10% in nonurbanized areas. This bill would make a nonsubstantive change to the provision relating to operator eligibility in urbanized areas based on farebox ratio.

AB 1112 (Friedman D) Transportation and land use.

Introduced: 2/21/2019

Status: 2/22/2019-From printer. May be heard in committee March 24.

Summary: Would express the intent of the Legislature to enact legislation to encourage the use of micro-mobility transportation.

AB 1142 (Friedman D) Strategic Growth Council: transportation pilot projects: regional transportation plans.

Introduced: 2/21/2019

Status: 3/7/2019-Referred to Committee on Transportation

Summary: Would require the Strategic Growth Council, in consultation with the State Air Resources Board, to manage and award financial assistance to specified local entities for the purpose of funding pilot projects that reduce vehicle miles traveled to support the planning and development of sustainable communities. The bill would require a local entity that receives funding for a pilot project to provide data regarding the reduction of vehicle miles traveled by the project to the board for use in a specified report.

AB 1148 (Patterson R) High-speed rail: independent peer review group.

Introduced: 2/21/2019

Status: 3/7/2019-Referred to Committee on Transportation

Summary: Would require the independent peer review group to study and annually report to the Legislature on alternative uses for high-speed rail project infrastructure that is located in the project's Central Valley corridor and the construction of which the group anticipates will be completed by the end of the calendar year in which the report will be submitted to the Legislature.

AB 1167 (Mathis R) Greenhouse Gas Reduction Fund: high-speed rail: forestry and fire protection.

Introduced: 2/21/2019

Status: 3/14/2019-Referred to Committee on Transportation

Summary: Would no longer continuously appropriate 25% of the annual proceeds of the Greenhouse Gas Reduction Fund for certain components of a specified high-speed rail project. The bill, beginning with the 2021–22 fiscal year, would continuously appropriate 25% of the annual proceeds of the Greenhouse Gas Reduction Fund to the Department of Forestry and Fire Protection to purchase new engines and equipment, hire new firefighters, and clear overgrowth or tree mortality and to the Firefighter Home Relief Trust Fund Program.

AB 1237 (Aguiar-Curry D) Greenhouse Gas Reduction Fund: guidelines.

Introduced: 2/21/2019

Status: 3/11/2019-Referred to Committee on Natural Resources

Summary: Would require an agency that receives an appropriation from the Greenhouse Gas Reduction Fund to post on its internet website the agency's guidelines, as specified, for how moneys from the fund are allocated.

AB 1243 (Fong R) Traffic Relief Program.

Introduced: 2/21/2019

Status: 2/22/2019-From printer. May be heard in committee March 24.

Summary: Would state the intent of the Legislature to enact legislation that would establish the Traffic Relief Program to address traffic congestion on the state highway system and the local street and road system.

AB 1277 (Obernalte R) Transportation projects: oversight committees.

Introduced: 2/21/2019

Status: 3/20/2019-Re-referred to Committee on Transportation

Summary: Would require a public agency administering a megaproject, which the bill would define as a transportation project with total estimated development and construction costs exceeding \$1,000,000,000, to take specified actions to manage the risks associated with the megaproject, including establishing a comprehensive risk management plan and regularly reassessing its reserves for potential claims and unknown risks. The bill would require a public agency administering a megaproject to establish a project oversight committee composed of specified individuals to review the megaproject and perform other specified duties.

AB 1350 (Gonzalez D) Youth Transit Pass program.

Introduced: 2/22/2019

Status: 2/25/2019-Read first time.

Summary: Current law declares that the fostering, continuance, and development of public transportation systems are a matter of state concern. Current law authorizes the Department of Transportation to administer various programs and allocates moneys for various public transportation purposes. This bill would state the intent of the Legislature to enact legislation that would create a Youth Transit Pass program for purposes of creating lifelong transit riders and reducing greenhouse gas emissions.

AB 1351 (Lackey R) Transit operators: paratransit and dial-a-ride services.

Introduced: 2/22/2019

Status: 3/14/2019-Referred to Committee on Transportation

Summary: Would require a for-profit or nonprofit transit operator that receives funds through the Mills-Alquist-Deddeh Act and that provides dial-a-ride or paratransit service to (1) determine the eligibility of an applicant for those services within 7 days following the submission of a complete application, as specified, (2) provide service to an eligible person at any requested time on a particular day in response to a request for service made the previous day, and (3) allow a person who has been determined eligible by another transit operator to submit any proof of that eligibility electronically and, upon receipt of that information, to provide service to that person.

AB 1374 (Fong R) Department of Transportation: state highways.

Introduced: 2/22/2019

Status: 2/25/2019-Read first time.

Summary: Current law establishes the Department of Transportation and the California Transportation Commission and provides that the department has full possession and control of all state highways and all property and rights in property acquired for state highway purposes and authorizes and directs the department to lay out and construct all state highways between the termini designated by law and on the locations as determined by the commission. This bill would make nonsubstantive changes to these provisions.

AB 1402 (Petrie-Norris D) Department of Transportation: permits.

Introduced: 2/22/2019

Status: 2/25/2019-Read first time.

Summary: Current law provides that the Department of Transportation has full possession and control of all state highways and associated property and sets forth the powers and duties of the department with respect to the operation, maintenance, and improvement of state highways. Current law authorizes the department to issue written permits to authorize a permittee to, among other things, install or remove tire chains upon motor vehicles for compensation on a state highway. This bill would make a nonsubstantive change to the latter provision.

AB 1411 (Reyes D) Integrated action plan for sustainable freight.

Introduced: 2/22/2019

Status: 3/14/2019-Referred to Committee on Transportation

Summary: Would establish as a state goal the deployment of 200,000 zero-emission medium- and heavy-duty vehicles and off-road vehicles and equipment, and the corresponding infrastructure to support them, by 2030. The bill would require the Public Utilities Commission, the state board, the Department of Transportation, the State Energy Resources Conservation and Development Commission, and the Governor's Office of Business and Economic Development to develop and update by January 1, 2021, and at least every 5 years thereafter, an integrated action plan for sustainable freight that identifies strategies relating to that state goal.

AB 1413 (Gloria D) Transportation: local transportation authorities: transactions and use taxes.

Introduced: 2/22/2019

Status: 3/14/2019-Referred to Committee on Local Government

Summary: Would authorize a local transportation authority to impose a tax applicable to only a portion of its county if 2/3 of the voters voting on the measure within the portion of the county to which the tax would apply vote to approve the tax, as specified, and other requirements are met, including that the revenues derived from the tax be spent within, or for the benefit of, the portion of the county to which the tax would apply.

AB 1424 (Berman D) Electric Vehicle Charging Stations Open Access Act.

Introduced: 2/22/2019

Status: 3/14/2019-Referred to Committee on Transportation

Summary: Would require an electric vehicle charging station to provide to the general public a minimum of 2 specified options of payment. The bill would prohibit a state agency from requiring a credit card payment, as defined, to be through a physical credit card or magstripe reader on electric vehicle service equipment. The bill would remove the provision authorizing the state board to adopt interoperability billing standards for network roaming payment methods for electric vehicle charging stations, and requiring, if the state board adopts standards, all electric vehicle charging stations that require payment to meet those standards within one year.

AB 1430 (Garcia, Eduardo D) State government: public investment opportunities: cost-effective definition.

Introduced: 2/22/2019

Status: 3/14/2019-Referred to Committee on Accountability and Administrative Review

Summary: Current law authorizes the Public Utilities Commission, the State Air Resources Board, the California Transportation Commission, and the Labor and Workforce Development Agency to invest public moneys on various project and programs. Current law requires some of those investments to be cost effective. This bill would require these agencies, by January 1, 2021, to provide a joint assessment of options for redefining the term "cost-effective" to the Legislature for the purposes of prioritizing public investment opportunities.

AB 1430 (Garcia, Eduardo D) State government: public investment opportunities: cost-effective definition.

Introduced: 2/22/2019

Status: 3/14/2019-Referred to Committee on Accountability and Administrative Review

Summary: Current law authorizes the Public Utilities Commission, the State Air Resources Board, the California Transportation Commission, and the Labor and Workforce Development Agency to invest public moneys on various project and programs. Current law requires some of those investments to be cost effective. This bill would require these agencies, by January 1, 2021, to provide a joint assessment of options for redefining the term “cost-effective” to the Legislature for the purposes of prioritizing public investment opportunities.

AB 1442 (Rivas, Luz D) California Transportation Commission.

Introduced: 2/22/2019

Status: 3/14/2019-Referred to Committee on Transportation

Summary: In order to perform its duties and functions, existing law requires the California Transportation Commission to organize itself into at least 4 committees: (1) the Committee on Aeronautics, which shall consider issues related to aeronautics, (2) the Committee on Streets and Highways, which shall consider issues related to streets and highways, (3) the Committee on Mass Transportation, which shall consider issues related to the movement of groups of people within urban areas, and between rural communities and between cities, and (4) the Committee on Planning, which shall be responsible for transportation planning issues, as specified. This bill would authorize rather than require the commission to organize itself into at least 4 committees.

AB 1456 (Kiley D) State highways: Route 193: relinquishment.

Introduced: 2/22/2019

Status: 3/20/2019-Referred to Committee on Transportation

Summary: Current law acknowledges the relinquishment of a portion of Route 193 in the City of Lincoln and requires the city to install and maintain signs directing motorists to the continuation of Route 193 and to other routes, and to ensure the continuity of traffic flow on the relinquished portion of Route 193. This bill would repeal those requirements on the city. The bill would authorize the California Transportation Commission to relinquish to the City of Lincoln the portion of Route 193 within its city limits, upon terms and conditions the commission finds to be in the best interests of the state, if the Department of Transportation and the city enter into an agreement providing for that relinquishment.

AB 1475 (Bauer-Kahan D) Construction Manager/General Contractor method: local transportation authorities: bridge over Bollinger Canyon.

Introduced: 2/22/2019

Status: 3/20/2019-Referred to Committee on Transportation

Summary: Would authorize the use of the CM/GC method for the construction of a bridge over Bollinger Canyon to extend the Iron Horse Trail. The bill would state the intent of the Legislature that the Contra Costa Transportation Authority may effectuate the construction of a bridge over Bollinger Canyon to extend the Iron Horse Trail using the CM/GC authority. By expanding the scope of the crime of perjury, the bill would impose a state-mandated local program.

AB 1515 (Friedman D) California Environmental Quality Act: transit priority areas.

Introduced: 2/22/2019

Status: 2/25/2019-Read first time.

Summary: Would define transit priority area to mean an area within 1/2 mile of a major transit stop that is existing or planned if the planned stop is scheduled to be completed within the planning horizon included in a transportation improvement program or an applicable regional transportation plan.

AB 1543 (Holden D) California Environmental Quality Act: transportation: major transit stop.

Introduced: 2/22/2019

Status: 3/14/2019-Referred to Committee on Transportation

Summary: Would require a fare paid pursuant to a reduced fare transit program to be counted as a full adult fare for purposes of calculating any required ratios of fare revenues to operating costs specified in the Transportation Development Act, except for purposes of providing information in a specified annual report to the Controller or providing information to the entity conducting a fiscal or performance audit pursuant to specified provisions.

AB 1560 (Friedman D) California Environmental Quality Act: transportation: major transit stop.

Introduced: 2/22/2019

Status: 3/14/2019-Referred to Committee on Natural Resources

Summary: CEQA requires the Office of Planning and Research to prepare and propose guidelines for the implementation of CEQA by public agencies and the Secretary of the Natural Resources Agency to certify and adopt the guidelines. CEQA requires the office to propose revisions to the guidelines establishing criteria for determining the significance of transportation impacts of projects within transit priority areas to meet certain objectives. CEQA defines "transit priority area" as an area within 1/2 mile of a major transit stop. This bill would revise the definition of "major transit stop" to include a bus rapid transit station, as defined, that is served by a local circulator or a local serving on-demand transit program.

AB 1568 (McCarthy D) General plans: housing element: production report: withholding of transportation funds.

Introduced: 2/22/2019

Status: 3/14/2019-Referred to Committees on Housing and Community Development and Transportation

Summary: Would require the Department of Housing and Community Development, on or before June 30, 2022, and on or before June 30 every year thereafter and until June 30, 2051, to review each production report submitted by a city or county in accordance with the provisions described above to determine if that city or county has met the applicable minimum housing production goal for that reporting period. The bill would provide that, if the department determines that a city or county has met its applicable minimum housing production goal for that reporting period, the department shall, no later than June 30 of that year, submit a certification of that result to the Controller.

AB 1605 (Ting D) State highways.

Introduced: 2/22/2019

Status: 2/25/2019-Read first time.

Summary: Current law establishes the Department of Transportation and the California Transportation Commission and provides that the department has full possession and control of all state highways and all property and rights in property acquired for state highway purposes and authorizes and directs the department to lay out and construct all state highways between the termini designated by law and on the locations as determined by the commission. This bill would make a nonsubstantive change to this provision.

AB 1633 (Grayson D) Regional transportation plans: traffic signal optimization plans.

Introduced: 2/22/2019

Status: 3/18/2019-Referred to Committee on Transportation

Summary: Would authorize each city located within the jurisdiction of MTC to develop and implement a traffic signal optimization plan intended to reduce greenhouse gases and particulate emissions and to reduce travel times, the number of stops, and fuel use. The bill would also require the Department of Transportation to coordinate with each city that develops a traffic signal optimization plan pursuant to these provisions to ensure that any traffic signals owned or operated by the department are adjusted and maintained in accordance with the plan.

AB 1671 (Berman D) Department of Transportation: motor vehicle technology testing.

Introduced: 2/22/2019

Status: 3/18/2019-Referred to Committee on Transportation

Summary: Current law authorizes the Department of Transportation, in coordination with the Department of the California Highway Patrol, to conduct testing of technologies that enable drivers to safely operate motor vehicles with less than 100 feet between each vehicle or combination of vehicles, exempts motor vehicles participating in this testing from the above-described rule, and prohibits a person from operating a motor vehicle participating in this testing unless the person holds a valid driver's license of the appropriate class for the participating vehicle. Current law requires the department to report its findings from the testing to the Legislature on or before July 1, 2017, and to submit an updated report to the Legislature on or before July 1, 2019. Current law repeals these provisions on January 1, 2020. This bill would extend the operation of these provisions until January 1, 2023 and would require the department to submit an additional updated report to the Legislature on or before July 1, 2022.

AB 1690 (Flora R) High-speed rail.

Introduced: 2/22/2019

Status: 2/25/2019-Read first time.

Summary: The California High-Speed Rail Act creates the High-Speed Rail Authority to develop and implement a high-speed rail system in the state, with specified powers and duties. Current law defines certain terms in that regard. This bill would make nonsubstantive changes to these definitions.

AB 1717 (Friedman D) California Infrastructure and Economic Development Bank: financing.

Introduced: 2/22/2019

Status: 2/25/2019-Read first time.

Summary: The Bergeson-Peace Infrastructure and Economic Development Bank Act authorizes the California Infrastructure and Economic Development Bank to, among other things, issue bonds, to provide financing for specified economic development projects. This bill would specify that economic development projects include, but are not limited to, high-density residential development near transit.

AB 1730 (Gonzalez D) Public entity liability.

Introduced: 2/22/2019

Status: 2/25/2019-Read first time.

Summary: Current law provides that, absent specified circumstances, a public entity is not liable for an act or omission, including intentional torts, of an elected official employed by, or otherwise representing the entity, except those acts or omissions that are directly related to the elected official's performance of official duties. This bill would make nonsubstantive changes to this provision.

AB 1736 (Daly D) Local agency public construction.

Introduced: 2/22/2019

Status: 2/25/2019-Read first time.

Summary: Current law, the Local Agency Public Construction Act, authorizes a public entity subject to that act to require each prospective bidder for a public contract to complete and submit to the entity a standardized questionnaire and financial statement. Current law prohibits the standardized questionnaire from requiring prospective bidders to disclose specified violations if those violations were based on a subcontractor's failure to comply with specified provisions and the bidder had no knowledge of the subcontractor's violations. This bill would make nonsubstantive changes to those provisions.

AB 1748 (Bonta D) Transportation Finance Bank.

Introduced: 2/22/2019

Status: 2/25/2019-Read first time.

Summary: Current law authorizes the Department of Transportation to act as a lender in administering the Transportation Finance Bank consistent with federal law, pursuant to which loans are made to fund transportation projects subject to repayment from transportation revenues available at a later time. This bill would make nonsubstantive changes to those provisions.

ACA 1 (Aguiar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval.

Introduced: 12/3/2018

Status: 3/19/2019-Re-referred to Committee on Local Government

Summary: The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

ACR 17 (Irwin D) Sergeant Ronald “Ron” Lee Helus Memorial Highway.

Introduced: 1/28/2019

Status: 3/14/2019-Adopted and to Senate. In Senate. To Committee on Rules

Summary: This measure would designate a specified portion of State Highway Route 101 in the County of Ventura as the Sergeant Ronald “Ron” Lee Helus Memorial Highway. The measure would request that the Department of Transportation determine the cost of appropriate signs showing this special designation and, upon receiving donations from nonstate sources covering that cost, erect those signs.

SB 127 (Weiner D) Transportation funding: active transportation: complete streets.

Introduced: 1/10/2019

Status: 1/24/2019-Referred to Committee on Transportation

Summary: Would establish a Division of Active Transportation within the Department of Transportation and require that an undersecretary of the Transportation Agency be assigned to give attention to active transportation program matters to guide progress toward meeting the department’s active transportation program goals and objectives. The bill would require the California Transportation Commission to give high priority to increasing safety for pedestrians and bicyclists and to the implementation of bicycle and pedestrian facilities.

SB 137 (Dodd D) Federal transportation funds: state exchange programs.

Introduced: 1/15/2019

Status: 3/19/2019-Set for hearing March 26.

Summary: Current federal law apportions transportation funds to the states under various programs, including the Surface Transportation Program and the Highway Safety Improvement Program, subject to certain conditions on the use of those funds. Current law establishes the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system, and funds that program from fuel taxes and an annual transportation improvement fee imposed on vehicles. This bill would authorize the Department of Transportation to allow the above-described federal transportation funds that are allocated as local assistance to be exchanged for Road Maintenance and Rehabilitation Program funds appropriated to the department.

SB 147 (Beall D) High-Speed Rail Authority.

Introduced: 1/18/2019

Status: 3/19/2019-Set for hearing March 26.

Summary: The California High-Speed Rail Act creates the High-Speed Rail Authority to develop and implement a high-speed train system in the state, with specified powers and duties. Current law authorizes the authority, among other things, to keep the public informed of its activities. This bill would revise that provision to instead authorize the authority to keep the public informed through activities, including, but not limited to, community outreach events, public information workshops, and newsletters posted on the authority’s internet website.

SB 152 (Beall D) Active Transportation Program.

Introduced: 1/22/2019

Status: 3/20/2019-From committee with author’s amendments. Read second time and amended. Re-referred to Committee on Rules.

Summary: Would require that 75% of available funds be awarded to projects selected by MPOs in urban areas with populations greater than 200,000, with the available funds distributed to each MPO based on its relative share of the population, 15% to fund projects in small urban and rural regions, and 10% to projects of a transformative nature competitively awarded by the commission on a statewide basis. The bill would require, rather than authorize, the commission to adopt separate guidelines for the MPOs to ensure that they have sufficient discretion to adopt regional guidelines.

SB 168 (Wieckowski D) Climate change: Chief Officer of Climate Adaptation and Resilience.

Introduced: 1/28/2019

Status: 3/21/2019-From committee: Do pass as amended and re-refer to Committee on Natural Resources and Water (Ayes 5. Noes 2.) (March 20).

Summary: Would establish the Chief Officer of Climate Adaptation and Resilience in the Office of Planning and Research to serve as the statewide lead for planning and coordination of climate adaptation policy and implementation in California and would specify the duties of the chief officer. The bill would make the chief officer, or the chief officer's designee, a member of the advisory council and would designate the chief officer, or the chief officer's designee, as the chair of the advisory council. The bill would include additional expertise members of the advisory council are to have. The bill would specify that members of the advisory council serve staggered 4-year terms, except as provided.

SB 197 (Beall D) Department of Transportation: retention proceeds.

Introduced: 1/31/2019

Status: 3/19/2019-Set for hearing March 26.

Summary: Current law prohibits the Department of Transportation, until January 1, 2020, from withholding retention proceeds when making progress payments for work performed by a contractor. This bill would delete the repeal of this provision, thereby making the prohibition operative indefinitely.

SB 211 (Beall D) State highways: leases.

Introduced: 2/4/2019

Status: 3/19/2019-From committee with author's amendments. Read second time and amended. Re-referred to Committee on Rules.

Summary: Would authorize the Department of Transportation to lease on a right of first refusal basis any airspace under a freeway, or real property acquired for highway purposes, that is not excess property, to the city or county in which the airspace or real property is located, or to a political subdivision of the city or county, for purposes of an emergency shelter or feeding program for a lease amount, for up to 10 parcels in the city or county, or political subdivision of the city or county, of \$1 per month, and a payment of an administrative fee not to exceed \$500 per year, as specified.

SB 241 (Moorlach R) Public agencies: joint powers authorities: contracts.

Introduced: 2/11/2019

Status: 2/21/2019-Referred to Committees on Governance and Finance and Labor, Public Employment and Retirement

Summary: Would require the governing body of each member agency of an agency established pursuant to a joint powers agreement to approve and ratify each memorandum of understanding negotiated between the joint powers agency and its employees. This bill would further require each member agency to a joint powers agreement to approve and ratify each contract for municipal services or functions, as defined, negotiated between the joint powers agency and the entity providing the services or functions.

SB 277 (Beall D) Road Maintenance and Rehabilitation Program: guidelines.

Introduced: 2/13/2019

Status: 3/18/2019-From committee with author's amendments. Read second time and amended. Re-referred to Committee on Rules.

Summary: The Road Repair and Accountability Act of 2017 continuously appropriates \$200,000,000 annually from the Road Maintenance and Rehabilitation Account for allocation by the California Transportation Commission to local or regional transportation agencies that have sought and received voter approval of taxes or that have imposed certain fees, which taxes or fees are dedicated solely to transportation improvements. Existing law requires the commission, in cooperation with the Department of Transportation, transportation planning agencies, county transportation commissions, and other local agencies, to develop guidelines for the allocation of those moneys, and authorizes the commission to amend the adopted guidelines after conducting at least one public hearing. This bill would require the commission, in cooperation with those same entities, to biennially update the guidelines with final approval of the update occurring on or before January 1 of each even-numbered year.

SB 279 (Galgiani D) High-speed rail.**Introduced:** 2/13/2019**Status:** 2/21/2019-Referred to Committee on Rules**Summary:** The California High-Speed Rail Act creates the High-Speed Rail Authority to develop and implement a high-speed rail system in the state, with specified powers and duties. Current law defines certain terms in that regard. This bill would make nonsubstantive changes to these definitions.**SB 324 (Rubio D) Local government: meetings.****Introduced:** 2/15/2019**Status:** 2/28/2019-Referred to Committee on Governance and Finance**Summary:** Would clarify that the list of entities subject to the Ralph M. Brown Act includes infrastructure financing districts, enhanced infrastructure financing districts, affordable housing authorities, and community revitalization and investment authorities.**SB 336 (Dodd D) Transportation: fully-automated transit vehicles.****Introduced:** 2/19/2019**Status:** 2/28/2019-Referred to Committee on Transportation**Summary:** Current law establishes regulations for the operation of an autonomous vehicle on public roads for testing purposes by a driver who possesses the proper class of license for the type of vehicle being operated if the manufacturer meets prescribed requirements. Current law imposes various requirements on transit operators. This bill would require a transit operator, as defined, to ensure each of its fully-automated transit vehicles, as defined, is staffed by at least one of its employees, who has had specified training, while the vehicle is in service.**SB 340 (Stone R) High-speed rail bonds.****Introduced:** 2/19/2019**Status:** 2/28/2019-Referred to Committees on Transportation and Governance and Finance**Summary:** Would provide that no further bonds shall be sold for high-speed rail purposes pursuant to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, except as specifically provided with respect to an existing appropriation for high-speed rail purposes for early improvement projects in the Phase 1 blended system. The bill, subject to the above exception, would require redirection of the unspent proceeds received from outstanding bonds issued and sold for other high-speed rail purposes before the effective date of these provisions, upon appropriation, for use in retiring the debt incurred from the issuance and sale of those outstanding bonds.**SB 397 (Glazer D) Public transit operators: passengers with pets: evacuation orders.****Introduced:** 2/20/2019**Status:** 2/28/2019-Referred to Committee on Transportation**Summary:** Would require each public transit operator to develop best practices for allowing pets on public transit vehicles serving areas subject to an evacuation order. If an evacuation order is issued that covers all or a portion of a public transit operator's service area, the bill would require the operator to authorize passengers to board public transit vehicles with their pets in the area covered by the evacuation order, consistent with those best practices.**SB 498 (Hurtado D) Transit and Intercity Rail Capital Program.****Introduced:** 2/21/2019**Status:** 3/7/2019-Referred to Committee on Rules**Summary:** Current law establishes the Transit and Intercity Rail Capital Program to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems and bus and ferry transit systems to achieve certain policy objectives. Current law prescribes the eligibility requirements for projects under the program. This bill would make a nonsubstantive change to the provision related to project eligibility.

SB 504 (Monning D) Transportation.

Introduced: 2/21/2019

Status: 3/7/2019-Referred to Committee on Rules

Summary: Current law provides various sources of revenue for transportation purposes. This bill would state the intent of the Legislature to enact legislation that would ensure transportation is available for all persons.

SB 526 (Allen D) Regional transportation plans: greenhouse gas emissions: State Mobility Action Plan for Healthy Communities.

Introduced: 2/21/2019

Status: 3/8/2019-Set for hearing April 3.

Summary: Current law requires the State Air Resources Board, by September 1, 2018, and every 4 years thereafter, to prepare a report that assesses progress made by each metropolitan planning organization in meeting the regional greenhouse gas emission reduction targets set by the state board. Under current law, the action element of a regional transportation plan describes the programs and actions necessary to implement the plan and assigns implementation responsibilities. This bill would require the state board to adopt a regulation that requires a metropolitan planning organization to provide any data that the state board determines is necessary to fulfill the requirements of the above-described report and to determine if the metropolitan planning organization is on track to meet its 2035 greenhouse gas emission reduction target. After completing each report, the bill would require the state board to determine if each metropolitan planning organization is on track to meet its 2035 target and to notify the California Transportation Commission of these determinations.

SB 659 (Borgeas R) Local agency design-build projects.

Introduced: 2/22/2019

Status: 3/14/2019-Referred to Committee on Rules

Summary: Current law states that the Legislature finds and declares that the design-build method of project delivery, using a best value procurement methodology, has been authorized for various agencies that have reported benefits from those projects, including reduced project costs, expedited project completion, and design features that are not achievable through the traditional design-bid-build method. This bill would make a nonsubstantive change to that finding and declaration of the Legislature.

SB 676 (Bradford D) Transportation electrification: electric vehicles.

Introduced: 2/22/2019

Status: 3/14/2019-Referred to Committee on Rules

Summary: Would state the intent of the Legislature to enact legislation that accelerates electric vehicle grid integration to minimize the cost impacts of electric vehicles on ratepayers.

SB 736 (Umberg D) Airport Greenhouse Gas Reduction Account.

Introduced: 2/22/2019

Status: 3/18/2019-April 24 set for first hearing canceled at the request of author.

Summary: Would create the Airport Greenhouse Gas Reduction Account in the Greenhouse Gas Reduction Fund. The bill would require all moneys in the account to be available upon appropriation for allocation to airport greenhouse gas emissions reduction projects.

AB 1568 (McCarthy)**Summary:**

AB 1568 by Assemblymember McCarty would require the Department of Housing and Community Development, on or before June 30, 2022, and on or before June 30 every year thereafter and until June 30, 2051, to review each production report submitted by a city or county to determine if they have met the applicable minimum housing production goal for that reporting period. The bill would provide that, if the department determines that a city or county has not met its applicable minimum housing production goal the Controller would be required to deposit their apportionment of SB 1 transportation funds into an escrow account until they become compliant.

Purpose:

A recent report by the Legislative Analyst's Office (LAO) California's High Housing Costs: Causes and Consequences found that the lack of housing production is the primary factor contributing to the increase in housing costs.

The LAO report also found that housing production varies significantly by region. Coastal communities needed to build at three times their housing production, whereas, inland areas have built enough housing to keep pace with demand.

Although housing production does involve many factors, decisions for zoning and permitting at the local level have significant effect on housing production. As clearly evidenced by the report, some local governments are more friendly to housing than others. Addressing the housing crisis will require a statewide effort to build more housing, with all communities taking an active role to help all Californians find a place to call home.

AB 1568 will incentivize housing production by providing additional transportation funding to local governments that reach certain milestones of their Regional Housing Need Allocation (RHNA) requirements. RHNA is the principal tool for measuring housing production in California and each community is assigned a target number of total housing units that need to be built each year and will be assessed a percentage of how close they are to reaching that goal.

Recognizing that planning for housing is a long-term objective, this bill sets long term goals for eligibility.

Existing Law:

Existing law requires a planning agency to include in its annual report specified information, known as a production report, regarding units of net new housing, including rental housing and for-sale housing that have been issued a completed entitlement, building permit, or certificate of occupancy.

Existing law also creates the Road Maintenance and Rehabilitation Program and, after certain allocations for the program are made, requires the remaining funds available for the program to be allocated 50% for maintenance of the state highway system or to the state highway operation and protection program and 50% for apportionment to cities and counties by the Controller pursuant to a specified formula.

Existing law requires an eligible city or county to submit to the California Transportation Commission a list of projects proposed to be funded with these funds. It requires the commission to report to the Controller the cities and counties that have submitted a list of projects and requires the Controller, upon receipt of the report, to apportion funds to eligible cities and counties included in the report, as specified. Also, it requires cities and counties to maintain their existing commitment of local funds for street, road, and highway purposes in order to remain eligible for an allocation or apportionment of these funds.

Related Legislation:

AB 1759 (McCarty, 2018). The Assemblymember introduced an identical bill in January of 2018. The bill was later amended in April to deal with a public trust lands issue in the City of Sacramento.

SB 848 (Committee on Budget and Fiscal Review) from 2018 which allowed cities and counties to borrow from other internal city and county revenue streams and reimburse themselves with future year apportionment from SB 1 funds.

Support/Opposition:

Support: California Apartment Association (Sponsor), California Association of Realtors (Sponsor).

Opposition: None as of 3/6/2019

VENTURA COUNTY TRANSPORTATION COMMISSION STATE LEGISLATIVE MATRIX BILL SUMMARY March 27, 2019			
BILL/AUTHOR	SUBJECT	POSITION	STATUS
AB 252 Daly	Makes permanent the delegation to Caltrans of project approvals under the National Environmental Policy Act.	Support	Passed Assembly Transportation Committee 15-0. In Assembly Appropriations Committee.
AB 1568 Newman	Authorizes the withholding and redistribution of SB 1 Local Streets and Roads funds to jurisdictions that do not meet regional housing goals.	Oppose	In Assembly Transportation and Housing & Community Development Committees.

Staff-recommended Commission position shown in **bold**.

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Item #18

April 5, 2019

TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: DONNA ZIMMERMANN, CLERK OF THE BOARD
**SUBJECT: CITIZENS TRANSPORTATION ADVISORY COMMITTEE/SOCIAL SERVICES
TRANSPORTATION ADVISORY COUNCIL (CTAC/SSTAC)**

RECOMMENDATION:

Amend the CTAC/SSTAC Operating Rules to:

- Remove requirement for alternates from each of the ten cities and from the County. (Section II of the Operating Rules)
- Eliminate Alternates and reduce the number of members required for a quorum (Section X of the Operating Rules)
- Reduce the minimum number of meetings to four (4), to be set respectively in January, April, June, and September of each year, with the ability to add meetings as necessary. (Section XII of the Operating Rules)

BACKGROUND

The Citizen's Transportation Advisory Committee/Social Services Transportation Advisory Council (CTAC/SSTAC) is a standing advisory committee composed of representatives and alternates appointed by the VCTC, the County of Ventura, the ten cities in Ventura County, and from social services agencies involved in transportation services and projects. The CTAC/SSTAC is charged with providing input to the VCTC on a variety of transportation issues including the review of findings developed from an annual public hearing on possible "unmet transit needs" which is held each Spring, and review of the allocation of discretionary State funding for bicycle and pedestrian projects.

For reasons described below, staff recommends that the Commission review and amend the CTAC/SSTAC Operating Rules with regards to the quorum requirements and meeting schedules.

1. CTAC/SSTAC Quorum Requirements

The CTAC/SSTAC has continually struggled to increase membership and has been constantly reaching out to cities and the County to fill vacancies. The current operating rules for CTAC/SSTAC stipulate a quorum is a majority of the APPOINTED members. Currently there are 20 appointed members, excluding alternates. Therefore, a quorum of the committee is 11. Of the 20 appointees, there are approximately 13 members who attend different meetings frequently, however it is very rare to have 11 members in attendance at any meeting. This makes it difficult to approve action items, as they must be carried over to subsequent meetings until such time there is a quorum. To illustrate, there has not been a quorum at the last 4 meetings.

The VCTC Administrative Code only requires CTAC/SSTAC to include 2 representatives from each of the cities in Ventura County and from the County, and 2 at-large members as required by state law. The cities and County may, but are not required to, have a voting alternate for its appointed members.

Thus, staff proposes to amend Section II of the CTAC/SSTAC Operating rules to eliminate the requirement of appointing alternates, and amend Section X of the Operating Rules to reduce the number of members required for a quorum.

For amendments to Section X of the Operating Rules, staff recommends the following language for the Commission's consideration:

"Section X.

A quorum is a majority of the members actually appointed to the Committee, but not more than one person per city, one person for the County, and not more than one person for each of the social service agencies on the SSTAC as actually appointed by VCTC.

In the event that a majority of the above actually appointed members are not present at a meeting, a quorum is a majority of those actually appointed members who are in attendance of the meeting."

The recommended action addresses changing the number required for a quorum, first by eliminating the requirement for alternates to be appointed, and then by changing the quorum requirement from a majority of appointed members to a majority of those actually attending the meeting.

2. CTAC/SSTAC Meeting Schedule

Due to the change in the process for the allocation of discretionary funding for Bicycle and Pedestrian Projects, which is now an every other year process and effectively eliminates the tasks previously required by CTAC/SSTAC, there are now only 2 meetings that require action by the committee. The first is in the Fall to approve the definition and schedule for the Unmet Transit Needs process and in April to review the findings and send them to VCTC for action.

The Operating Rules currently state that meetings of the CTAC/SSTAC shall be held at least six times per year. However, the VCTC Administrative Code only requires that that CTAC/SSTAC meet at a mutually agreed upon time as stated in its bylaws. In light of the diminished responsibilities required from the Committee, it is recommended that the Commission amend Section XII of the CTAC/SSTAC Operating rules to change the minimum number of meetings from 6 to 4 meetings, with the ability to add meetings as necessary.

- January – Elect Chair and Vice Chair and approve Meeting Schedule for the Year
- April – Review and Approve Unmet Transit Needs Findings to forward to VCTC
- June – Receive Update on Bicycle and Pedestrian Projects in Progress
- September – Approve Unmet Needs Definition and Schedule for next Year

The actions set forth above were proposed at the March 12, 2019 CTAC/SSTAC meeting. However, there was not a quorum present to approve the recommended actions as there were only 8 members in attendance out of the currently required 11. However, all 8 members in attendance supported the recommended actions.

Attachments: CTAC/SSTAC Agenda Item, CTAC/SSTAC Operating Rules, VCTC Administrative Code



Item # 10

March 12, 2019

TO: CTAC/SSTAC
FROM: DONNA ZIMMERMANN, VCTC STAFF
SUBJECT: CTAC/SSTAC QUORUM

RECOMMENDATION:

Request VCTC to consider amending CTAC/SSTAC Operating Rules to

- Remove the requirements for alternates from each of the ten cities and from the County.
- Eliminate Alternates and reduce the number of members required for a quorum
- Reduce the minimum number of meetings to four (4), to be set respectively in January, April, June, and September of each year, with the ability to add meetings as necessary.

BACKGROUND:

The CTAC/SSTAC has continually struggled to increase membership by reaching out to cities and the County to fill vacancies. Two cities and the County have had no representation for several years, while three cities have been very diligent in making appointments and following up to be sure their members attend.

The current operating rules for CTAC/SSTAC stipulate a quorum is a majority of the APPOINTED members. Currently there are 20 appointed members, excluding alternates. Therefore, a quorum of the committee is 11. Of the 20 appointees, there are approximately 13 members who attend frequently, however it is very rare to have 11 members in attendance at any meeting. This makes it difficult to approve action items, as they must be carried over to subsequent meetings until such time there is a quorum.

Below are sections from the CTAC/SSTAC Operating rules regarding the composition, responsibilities and meetings of the Committee. The specific changes recommended by staff are noted in bullet points and *italics* below.

MEMBERSHIP

The membership of the CTAC/SSTAC shall be as follows: The CTAC shall consist ***of two representatives and one alternate from each of the ten cities*** and two representatives and an alternate from ***the County***. There are two "***at large***" members appointed by the VCTC.

- *It is recommended that the Commission consider amending this section to remove the requirements for alternates from each of the ten cities and from the County.*

Current Representation:

CAMARILLO

Miranda Patton
Jameson Lingl
(Alt. – Vacant)

FILLMORE

Marissa Rodriguez
(Vacant)
(Alt. – Vacant)

MOORPARK

Josh Donner
Yuri Yurovski
(Alt.- Vacant)

OJAI

Susan Leech
Michael Hercher
(Alt. – Vacant)

OXNARD

(Vacant)
(Vacant)
(Alt. – Vacant)

COUNTY MEMBERS

(Vacant)
(Vacant)

PORT HUENEME

(Vacant)
(Vacant)
(Alt. – Vacant)

SAN BUENAVENTURA

Chera Minkler
Robert Corley
Gregory Abille(Alt)

SANTA PAULA

Joseph Alexander
(Vacant)
(Alt.- Vacant)

SIMI VALLEY

Deuk Perrin
David Kern
(Alt - vacant.)

THOUSAND OAKS

Todd Oberson
Chaise Rasheed
Anoiel Khorshid (Alt)

VCTC AT-LARGE MEMBERS

Sandra Aldana
(Vacant)

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL (SSTAC)

There are also representatives from social services agencies and/or the transit dependent population, appointed by the VCTC in conformance with the State Code of Regulations as the SSTAC. The members shall include representatives as specified by State law for: one ***potential transit user who is 60 years of age or older***, one ***potential transit user who is disabled***, ***two social service providers for seniors*** including, if possible, a senior transit provider, ***two social services providers for the disabled*** including, if possible, a transit provider for the disabled, and ***one social service provider for persons of limited means***. The VCTC can also appoint additional members at its discretion.

Current Representation:

- **THE ARC**
Eric Rodriguez
- **AREA AGENCY ON AGING**
Jason Sagar
- **MOBILITY MANAGEMENT**
Mike Culver

INDEPENDENT LIVING RESOURCE CENTER

Alexa Martin/Jennifer Martinez

CARE GIVERS

Tammy Glenn/Courtney Darrough

DUTIES AND RESPONSIBILITIES OF THE COMMITTEE

It shall be the duty and responsibility of this Committee to:

1. Review current information relative to the field of public transit (***Local Transportation Providers give periodic updates***)
2. Work with Ventura County entities on a variety of subregional and regional plans (***i.e., Comprehensive Transportation Plan, Bicycle Wayfinding Project, 101 Corridor Project***)
3. Every two years, review and provide input to the applications for Transportation Development Act (TDA) and Congestion Mitigation and Air Quality (CMAQ) bicycle/pedestrian funds. (***May 2020***)
4. Participate annually to identify the unmet transit needs in Ventura County for transit dependent and transit disadvantaged persons, including the elderly, persons with disabilities and persons of limited means. (***February***)
5. ***Review annually the unmet transit needs findings in accordance with State law. Recommend action to be taken by the VCTC on the unmet transit needs findings. (April)***
6. Advise VCTC on coordination and consolidation of specialized transportation services.
7. Serve as liaisons within their respective jurisdictions (***Members are encouraged to interact with their respective city staff***)
8. Review annually the Congestion Management Program (CMP) update, and recommend action to the VCTC. (***CMP is no longer updated annually. CTAC/SSTAC will be given an opportunity to review when the next update is performed.***)
9. Other such duties as may be requested by the VCTC.

IX. QUORUM

A ***majority of the members appointed*** to the Committee.

- *There are currently 20 appointed members on the CTAC. It is recommended that the Commission consider eliminating Alternates and reducing the number of members required for a quorum. For example, the Commission may consider amending this requirement to state the following:*

“A quorum is a majority of the members actually appointed to the Committee, but not more than one person per city, one person for the County, and not more than one person for each of the social service agencies on the SSTAC as actually appointed by VCTC.

In the event that a majority of the above actually appointed members are not present at a meeting, a quorum is a majority of those actually appointed members who are in attendance of the meeting.”

X. MEETINGS

Meetings of the CTAC/SSTAC shall be held **at least six times per year**, the second Tuesday of the month at 1:30 PM at the Ventura County Government Center, or as noticed. The CTAC/SSTAC may be dark in July and August. All meetings shall be called, noticed and conducted in the manner described in Section 54952.3 of the Government Code, also known as the "Brown Act".

- *It is recommended that the Commission consider reducing the minimum number of meetings to four (4), to be set respectively in January, April, June, and September of each year, with the ability to add meetings as necessary.*

VENTURA COUNTY TRANSPORTATION COMMISSION

CITIZENS TRANSPORTATION ADVISORY COMMITTEE/SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

OPERATING RULES

I. COMPOSITION OF COMMITTEE/POLICY BOARD/PURPOSE OF THE COMMITTEE

The Citizens Transportation Advisory Committee/Social Service Transportation Advisory Council (CTAC/SSTAC) was formed in conformance with State law and at the direction of the Ventura County Transportation Commission (VCTC). Members shall serve at the pleasure of the Commission. The VCTC is the sole policy board of the CTAC/SSTAC. The purpose of the Committee is to act as an advisory board to the County Transportation Commission for purposes of transportation planning and identification of unmet transit needs.

II. MEMBERSHIP

The membership of the CTAC/SSTAC shall be as follows: The CTAC shall consist of two representatives and one alternate from each of the ten cities and two representatives and an alternate from the County. There are two "at large" members appointed by the VCTC.

There are also representatives from social services agencies and/or the transit dependent population, appointed by the VCTC in conformance with the State Code of Regulations as the SSTAC. The members shall include representatives as specified by State law for: one potential transit user who is 60 years of age or older, one potential transit user who is disabled, two social service providers for seniors including, if possible, a senior transit provider, two social services providers for the disabled including, if possible, a transit provider for the disabled, and one social service provider for persons of limited means. The VCTC can also appoint additional members at its discretion.

III. METHOD OF APPOINTMENT

The members of this committee shall be appointed, reappointed or removed by the members' appointing agency. All members shall serve at the pleasure of the appointment entities. All appointments are subject to confirmation by VCTC, which will make every attempt to appoint members reflecting a broad range of transportation interests and social service agencies for senior citizens, disabled, and citizens of limited means.

IV. TERM OF OFFICE

The term of office of the CTAC membership on the CTAC/SSTAC shall be for an indeterminate period of time at the discretion of the Ventura County Transportation Commission.

The term of office of the SSTAC membership shall be for three years and may be renewed for an additional three years.

V. OFFICERS OF THE COMMITTEE

The officers of this Committee shall be Chairperson and Vice Chairperson who shall be selected from among the membership of this Committee at the October meeting each year by its membership, who shall serve a one year term.

VI. DUTIES OF OFFICERS

Chairperson

The Chairperson of this Committee shall be responsible for:

1. Call for meetings of this Committee.
2. Preside at the Committee meetings
3. Assist with agenda preparation
4. Report to the VCTC when called upon to do so.
5. Establish subcommittees as necessary
6. Other such duties as directed by VCTC.

Vice Chairperson

1. Serve in the absence of the Chairperson
2. Other such duties as directed by the Chairperson.

VII. DUTIES AND RESPONSIBILITIES OF THE COMMITTEE

It shall be the duty and responsibility of this Committee to:

10. Review current information relative to the field of public transit
11. Work with Ventura County entities on a variety of subregional and regional plans
12. Every two years, review and provide input to the applications for Transportation Development Act (TDA) and Congestion Mitigation and Air Quality (CMAQ) bicycle/pedestrian funds.
13. Participate annually to identify the unmet transit needs in Ventura County for transit dependent and transit disadvantaged persons, including the elderly, persons with disabilities and persons of limited means.
14. Review annually the unmet transit needs findings in accordance with State law. Recommend action to be taken by the VCTC on the unmet transit needs findings.
15. Advise VCTC on coordination and consolidation of specialized transportation services.
16. Serve as liaisons within their respective jurisdictions
17. Review annually the Congestion Management Program (CMP) update, and recommend action to the VCTC.
18. Other such duties as may be requested by the VCTC.

VIII EXECUTIVE COMMITTEE

The Executive Committee shall consist of the Chairperson, Vice Chairperson and Secretary of CTAC/SSTAC.

XI. SECRETARY OF THE CTAC/SSTAC

VCTC staff shall serve as Secretary of the CTAC/SSTAC and shall provide staff support to the Committee.

XII. QUORUM

A majority of the members appointed to the Committee.

XIII. ABSENCES

If a member is unexcused, not represented by an alternate, and misses two consecutive meetings, the member's appointing agency shall be notified of the absences.

XIV. MEETINGS

Meetings of the CTAC/SSTAC shall be held at least six times per year, the second Tuesday of the month at 1:30 PM at the Ventura County Government Center, or as noticed. The CTAC/SSTAC may be dark inb July and August. All meetings shall be called, noticed and conducted in the manner described in Section 54952.3 of the Government Code, also known as the "Brown Act".

XV. VOTING

Each member has one vote. In the absence of a member, the designated alternate may vote in one member's place.

XVI. POWERS

The CTAC/SSTAC is created by VCTC under State law and shall have no powers of existence separate or apart from that of the Commission.

Adopted 10/29/74
Revised 9/22/83
Revised 10/25/91
Revised 12/1/95

**ADMINISTRATIVE CODE OF THE VENTURA COUNTY TRANSPORTATION COMMISSION,
VENTURA COUNTY AIRPORT LAND USE COMMISSION,
VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES,
THE CONSOLIDATED TRANSPORTATION SERVICE AGENCY FOR VENTURA COUNTY AND THE
VENTURA COUNTY CONGESTION MANAGEMENT AGENCY**

I. Committees.

1. General Committee Rules, Regulations.

a. Appointment. VCTC may appoint standing advisory committees (the "Advisory Committees") and committees of its membership ("VCTC Committees") as it deems necessary. All Advisory Committees' membership, functions, duties, responsibilities and terms of office shall be as specified by law; provided that, where no law governs any such Advisory Committee, VCTC may determine the membership of such committee, and specify its functions, duties, responsibilities and terms of service. VCTC shall give due consideration to any recommendations, advice or proposals received from an Advisory Committee or a VCTC Committee but, unless required by this law or this Code to do so, shall not be bound by such recommendations. VCTC shall establish any, and all, standing Advisory Committees, in addition to those listed below in subsections 2 and 3 of this Section I, which it deems necessary, by adopting a resolution amending this Code.

b. Chair, Vice Chair and Secretary of Advisory Committees. Unless otherwise provided, each Advisory Committee shall select a Chair and Vice Chair from its membership by majority vote at the February meeting of such committee each year who shall serve at the pleasure of the membership of the committee.

The Chair of any such committee shall be responsible for: calling meetings of the committee, presiding at the meetings, assisting with agenda preparation, reporting to VCTC when appropriate, establishing subcommittees as necessary and such other duties as he or she may be directed by VCTC or the committee to perform.

The Vice Chair shall serve in the absence of the Chair and perform such duties as he or she may be directed by the Chair to perform.

VCTC staff shall serve as secretary to all Advisory and VCTC Committees.

c. Committees Subject to the Ralph M. Brown Act. All of the Advisory Committees described in subsection 2 of this Section I, all VCTC Committees described in subsection 3 of this Section I, and all Advisory Committees and VCTC Committees later established by VCTC, are subject to the Ralph M. Brown Act (Government Code § 54590, *et seq.*; hereinafter, the "Act"), shall post agendas for their meetings, which meetings shall be open to the public and public comment, and shall, in all other respects, abide and be governed by the Act.

d. Ad Hoc Committees. VCTC may appoint an *ad hoc* committee to be convened to give advice and make recommendations to VCTC on a particular issue, matter or subject, and only such issue, matter or subject. Such *ad hoc* committee shall exist for only such duration as necessary to address the particular issue, matter or subject for which the Committee was created, as VCTC deems necessary. Upon completion of the charge given such *ad hoc* committee by VCTC, said *ad hoc* committee shall be deemed disbanded without further action by VCTC.

2. Standing Advisory Committees. The standing Advisory Committees of VCTC shall include the following:

a. Citizen's Transportation Advisory Committee/ Social Services Transportation Advisory Council ("CTAC/SSTAC") which shall be composed of two (2) non-elected representatives from each of the cities in Ventura County and from the County of Ventura, two (2) at-large members and, as required by the Public Utilities Code § 99238, including at least one (1) representative from each of the following agencies or organization: Development Disability Commission on Human Concerns, Conejo Valley SCI, Camarillo Health Care Center, and the Ventura County Public Social Services Agency. Each city in Ventura County and the County may have one (1) designated and voting alternate for members appointed to CTAC/SSTAC. CTAC/SSTAC shall meet monthly at a time mutually agreeable to its members and established in its by-laws, upon the call of its chair, the Executive Director or VCTC.

b. Transportation Technical Advisory Committee ("TTAC") shall serve at the pleasure of VCTC and shall have no powers apart from VCTC. TTAC shall be composed of each city in Ventura County, the County of Ventura, and the Oxnard Harbor District, . Each agency listed above may appoint one (1) member of TTAC and an alternate to each Committee member. Each member shall have one (1) vote and, in the absence of a member of the Committee, his or her alternate may vote. Gold Coast Transit, the Ventura County Air Pollution Control District, the California Highway Patrol, and the California Department of Transportation (District 7) shall be non-voting members.

(1) TTAC shall meet, unless otherwise arranged by TTAC or called by its Chair, on a Thursday of the month at 9:00 a.m. at least six (6) times a year.

(2) A quorum of TTAC shall consist of eight (8) of the representatives appointed to it. Actions on items before TTAC shall be approved by vote of a simple majority of the quorum.

(3) The duties and responsibilities of TTAC shall be to serve as a technical advisory committee for VCTC, share any and all pertinent information relating to the field of transportation with VCTC, review documents and make recommendations to VCTC regarding transportation improvements and projects, serve as a forum to discuss the technical aspects of countywide transportation issues and formulate recommendations for consideration by VCTC, perform an annual review of the Congestion Management Program update and other such duties as requested by VCTC.

c. Transportation Planning Policy Committee ("TPPC") shall be composed of one (1) elected representative from each city and one (1) elected representative from the County of Ventura. The TPPC shall meet quarterly and more often as needed upon the determination of the Chair, the Executive Director or VCTC.

d. Managers' Policy Advisory Committee. There exists in Ventura County a City Managers' Committee which is composed of the Chief Executive Officer of Ventura County and the City Managers of each city in said County, or their designees. Said committee, acting as the Managers' Policy Advisory Committee to VCTC ("MPAC"), shall (1) consider, review and advise VCTC on transportation issues. In the interest of cooperation, VCTC will provide information to MPAC upon reasonable request.

MPAC shall meet concurrently with the City Managers' Committee.

e. Transit Operators Advisory Committee ("TRANSCOM") shall be composed of one (1) representative from each transit service provider operating in Ventura County as approved by VCTC during the first quarter of each calendar year, one (1) representative from each of the cities in the County, and the County of Ventura, Ventura County Air Pollution Control District (*ex officio*) and the California Department of Transportation – District 7 (*ex officio*).

TRANSCOM shall be guided in its operations, organization and administration by operating rules adopted by TRANSCOM from time to time.

f. Santa Paula Branch Line Advisory Committee ("SPBLAC") shall be composed, operate and perform as follows:

(1) Membership. SPBLAC shall be composed of Commissioners representing the cities and County Supervisors whose District includes the branch line corridor.

(2) Consensus, Voting Number, Quorum. It is the desire of VCTC that the recommendations of SPBLAC be reached, to the extent possible by consensus. However, each member shall have one (1) vote when consensus cannot be reached. A quorum of SPBLAC shall consist of three (3) voting members.

(3) Duties of SPBLAC. SPBLAC shall advise VCTC and make recommendations to VCTC regarding the management, uses and operations of the Santa Paula Branch Line and all facilities and activities occurring thereon.

(4) Meetings. SPBLAC shall meet as necessary on the call of its Chair, the Executive Director or VCTC.

3. VCTC Committees.

a. The following committees of VCTC are hereby created and shall meet as needed upon the call of the Chair or Executive Director:

(1) The Administrative Committee shall be composed of a minimum of three (3) and not more than five (5) voting members of VCTC selected by the Chair provided, however, that three (3) of the members shall be the Chair, the Vice Chair and the immediate past Chair. Subject to supervision of VCTC, the committee shall develop amendments to this Code, and to VCTC and Committee rules of order, including total replacement, as the Committee deems necessary and appropriate or as directed by VCTC, and perform such other duties as may be prescribed by VCTC.

(2) The Finance Committee shall be composed of a minimum of three (3) and not more than five (5) voting members of VCTC selected by the Chair provided, however, that three (3) of the members shall be the Chair, the Vice Chair and the immediate past Chair. The Finance Committee shall: (a) recommend to VCTC the allocation of funds to transportation planning, including preparation of the Transportation

Improvement Program, in compliance with the policies of VCTC, (b) review proposed budgets, (c) oversee staff functions, (d) oversee the VCTC Work Program, (e) review contracts with consultants or other matters when referred to it by the Executive Director, and (e) perform such other duties as may be prescribed by VCTC.

b. Other Committees. By resolution amending this Code, VCTC may establish other such committees of VCTC as VCTC seems necessary. The membership of such committees shall be as designated by VCTC at the time each such committee is formed; provided, however, that members of new VCTC Committees shall be comprised of members of VCTC and shall be appointed by the Chair, subject to ratification by the majority of VCTC.

c. Compensation and Expenses. Members of VCTC Committees, but not members of the Advisory Committees, shall be compensated at *per diem* rate of One Hundred Dollars (\$100) for each meeting of the Committee, provided, however, that no *per diem* shall be paid for any meeting which lasts less than one-half ($\frac{1}{2}$) an hour. The compensation for each member of a VCTC Committee, for all meetings during any calendar month, shall not exceed Two Hundred Dollars (\$200) per month. Both VCTC and Advisory Committee members shall be compensated for reasonable expenses.

d. Duties and Governance of Advisory and VCTC Committees. Except as specifically otherwise provided for by this Code as to each Advisory or VCTC Committee, all VCTC Committees and Advisory Committees shall submit all matters acted upon to VCTC for consideration.

4. Quorum of Committees. Unless specifically provided otherwise, a majority of the membership of a VCTC Committee or an Advisory Committee shall constitute a quorum of each such committee for the transaction of business.

J. Rules and Regulations – VCTC may from time to time adopt rules and regulations for the administration of its affairs and to carry out the purpose and directives of the County Transportation Commission Act.