

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE VENTURA COUNTY TRANSPORTATION COMMISSION AND CLARIS STRATEGY**

THIS AGREEMENT for consulting services is made by and between the Ventura County Transportation Commission ("VCTC") and Claris Strategy ("Consultant") (together sometimes referred to as the "Parties") as of June 10, 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 February 28, 2021, 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. Changes in personnel desired by the consultant must be submitted in writing and approved by VCTC.
- 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 two hundred two thousand one hundred thirty-five and sixty-eight cents (\$202,135.68) 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 B, 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.

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 subconsultants 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 and position 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 subconsultant of Consultant performing services hereunder;
  - 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 properly formatted, with back up and approved invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. VCTC shall have thirty (30) days from the receipt of an approved 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. Any modifications to the Agreement or change orders must be approved by VCTC.

- 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 B, attached hereto and incorporated herein, shall not exceed ten thousand three hundred dollars (\$10,300.00). 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. Invoices for reimbursable expenses must have backup receipts.
- 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. Consultant represents and warrants that Consultant 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. Consultant accepts sole responsible for verifying the residency status of any subconsultants and withhold taxes from non-California subconsultants.
- 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 VCTC's 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 subconsultants. 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 subconsultant to commence work on any subcontract until Consultant has obtained all insurance required herein for the subconsultant(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Commercial General and Automobile Liability Insurance.**

- 4.1.1 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.
- 4.1.2 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.
- 4.1.3 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.
- 4.1.4 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.

## 4.2 **Professional Liability Insurance.**

- 4.2.1 **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.
- 4.2.2 **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.
- 4.2.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy

## 4.3 **All Policies Requirements.**

- 4.3.1 **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.
- 4.3.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish VCTC with complete copies of all policies and proof of insurance 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.

**4.3.3 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.

**4.3.4 Additional insured; primary insurance.** VCTC and its officers, employees, agents, and volunteers shall be named 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.

**4.3.5 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. VCTC's 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.

- 4.3.6 Subconsultants.** Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and certified endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

Consultant will act as an independent consultant and is not an employee, officer, agent, partner or joint venture of VCTC by virtue of this Agreement. Consultant agrees that its workers performing services under this Agreement shall be either (1) employees of Consultant, or (2) shall meet all of the following three requirements to qualify as independent consultants: (a) be free from control and direction of Consultant; (b) perform work that is outside the usual course of Consultant'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 Consultant. Consultant will defend, indemnify, and hold VCTC harmless from any claims, demands, liabilities, costs, and expenses arising from Consultant's misclassification of workers providing services as independent consultants under this Agreement.

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

- 4.3.8 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.

- 4.4 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, subconsultants, 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, subconsultant, 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 subconsultant 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 subconsultants, 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 Consultant.** At all times during the term of this Agreement, Consultant shall be an independent consultant 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 subconsultants 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 subconsultants 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 subconsultants 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 subconsultants 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 subconsultants 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. Any permits required to perform the work required in the contract must be obtained by the Consultant. In addition to the foregoing, Consultant and any subconsultants 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, subconsultant, 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 VCTC's contract administrator or this Agreement.

- 7.6 Consultant's Residency and Tax Withholding** Consultant declares that Consultant 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 Consultant as required by law. Consultant shall obtain, and maintain on file for three (3) years after the termination of the Contract, Form 590s from all subconsultants. Consultant accepts sole responsibility for withholding taxes from any non-California resident subconsultant and shall submit written documentation of compliance with Consultant'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 Consultant 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 VCTC's 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 and approved by VCTC.

- 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 VCTC's contract administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subconsultants noted in the proposal, without prior written approval of VCTC's 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 Work Product and Related Documents 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 the VCTC Executive Director ("Contract Administrator"). All correspondence shall be directed to or through VCTC's 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:

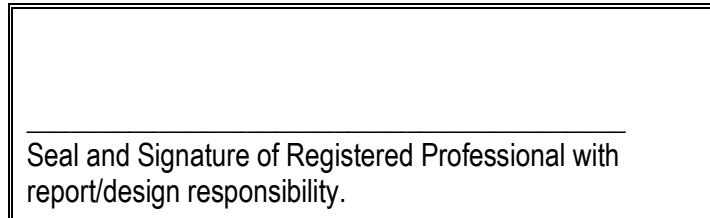
Consultant

William Lim  
 Claris Strategy  
 1111 Drake Road  
 Arcadia, CA 97001

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 VCTC's 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.



**10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C 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>	Schedule

**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

\_\_\_\_\_  
Manuel Minjares, VCTC Chair

\_\_\_\_\_  
William Lim, CEO/President

Approved as to Form:

\_\_\_\_\_  
Steven T. Mattas, General Counsel



## EXHIBIT A

### SCOPE OF SERVICES

#### EXHIBIT B – SCOPE OF SERVICES – TRANSPORTATION EMERGENCY PREPAREDNESS PLAN (TEPP)

##### PHASE 1: PROJECT STARTUP

In this phase, Claris will coordinate with VCTC staff to confirm the details of the project and make any necessary adjustments.

##### 1.1 Request for Background Materials

Claris will request any pertinent background materials and data from appropriate agencies for our review and use throughout the project. These may include:

- Mission statement, goals and policies
- Regulatory requirements
- Emergency plans and annexes
- Transit standard operating procedures
- Operations plan/Concept of Operations (CONOPS)
- Asset and equipment inventory
- Site maps and plans of transit agencies' locations
- Organization charts
- Previous related studies and reports

##### 1.2 Project Kickoff Meeting

The Kickoff Meeting will provide an opportunity for our team to meet with VCTC staff assigned to this project.

During this meeting, we will:

- Review project goals and assumptions
- Review project scope, schedule, and work plan, understanding that some subtasks will be performed earlier than others
  - Confirm VCTC staff and Claris team members' roles and responsibilities
- Set schedule for consulting team meetings with VCTC/SBCAG – every other week
- Set draft schedule for Advisory Committee 10 meeting: Two early meetings, others at milestones and to review Plan
- Set schedule for 8 meetings with TRANSCOM AND SBCAG TTAC
- Schedule 2 potential smaller working group meetings if necessary
  - Discuss data collection methods
  - Set up communication channels
  - Confirm key project dates

- Confirm deliverables – adding an outline of the TEPP
  - Develop initial list of stakeholders, including TRANSCOM and TTAC
- Discuss which existing plans could be good examples for the TEPP
- Clarify what is transit’s role and what falls to OES.
- Help VCTC to understand what a full-scale evacuation would look like
- Assist VCTC to understand which requirements for planning and for reimbursement apply to them and which may be useful even if not required
- Planning team discussion

### **Deliverables**

- Project Kickoff meeting minutes
- Initial list of project stakeholders
- Explanation of which requirements apply to VCTC, which may be useful, and which don’t apply
- TEPP goals and objectives
- TEPP outline

### **Milestones**

- Information requests
- Project kickoff meeting

## **PHASE 2: PUBLIC PARTICIPATION AND RESEARCH**

In this phase, we will collect the information necessary to develop the TEPP. The specific tasks that the team will perform will be:

- Clarify goals and objectives of the Plan
- Develop a Public Participation Plan
- Implement the Public Participation Plan
  - Develop website, create a strategy to publicize it and encourage people to use it.
  - Conduct survey of transit riders
- Assess the Current Situation
- Research local experiences with emergencies
- Research others’ experience with emergencies
- Determine potential institutional arrangements
- Research communication needs including need for educating the public during and after the plan process
- Inventory and assess transportation assets
- Conduct stakeholder survey for Advisory committee members, some of their staff and others
- Review background materials

### **2.1 Public Participation Plan**

Our team will develop a public participation plan to maximize the opportunity for the public and stakeholders to provide advice, comments and suggestions.

### **2.1.1 Develop a Public Participation Plan**

We will work closely with VCTC project team to identify the institutional stakeholders and others who should be considered for participation in the advisory Committee.

Stakeholders may include (not a complete list):

- Emergency Management
  - Ventura County Sheriff’s Office of Emergency Services
  - Ventura County Emergency Planning Council
  - Santa Barbara County Office of Emergency Management
  - Santa Barbara County Disaster Council
  
- Public Safety Agencies
  - Santa Barbara County Fire Department
  - Santa Barbara Sheriff’s Department
  - Santa Barbara Emergency Medical Services Agency
  - Ventura County Fire Department
  - Ventura County Sheriff’s Department
  - Ventura County Health Care Agency, Emergency Medical Services Agency
  - CHP
  - Local law enforcement agencies
  
- Transportation Authorities/Agencies/Committees/ Councils
  - Ventura County Transportation Commission
  - Santa Barbara County Association of Governments
  - Gold Coast Transit District
  - Santa Barbara Metropolitan Transit District
  - Thousand Oaks Transit
  - Simi Valley Transit
  - Moorpark City Transit
  - Camarillo Area Transit
  - Ojai Trolley
  - City of Lompoc Transit
  - Santa Maria Area Transit
  - Santa Ynez Valley Transit
  - Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency (LOSSAN)
  - Caltrans
  - Regional Transportation Providers
  - TransMAC
  - LA Metro
  - Metrolink
  - Greyhound Bus
  - Santa Barbara Airbus
  - Central Coast Shuttle

- Roadrunner
- Union Pacific
- Hospitals
  - Ventura County Medical Center
  - Community Memorial Hospital
  - Los Robles Hospital and Medical Center
  - Santa Paula Hospital
  - St. John's Regional Medical Center
  - St John's Pleasant Valley Hospital
  - Simi Valley Hospital
  - Ojai Valley Hospital
  - Cottage Hospitals
  - Lompoc Valley Hospital
  - Marian Medical
- School Districts
  - Representatives from Superintendent of Schools from Ventura County and Santa Barbara County
  - Ventura County Office of Education
  - Santa Barbara County Education Office
  - School District Transportation Providers
  - Other Disaster Response Organizations
  - Ventura County Voluntary Organizations Active in Disasters (VOAD)
  - Santa Barbara County Voluntary Organizations Active in Disasters (VOAD)

Once the Advisory committee membership is determined, the Claris team, with assistance from VCTC and SBCAG, will facilitate the meetings. We recommend that the Advisory committee meetings occur at key milestones of the project.

The core project team will develop a multifaceted strategy to solicit input from the public and engage them in the planning process including components such as social media, translated collateral, community events, and implementing grassroots, door-to-door outreach with local stakeholders to encompass communities large and small, contentious and exuberant, multicultural and multilingual.

The public participation plan may include:

- A public noticing and promotional strategy aimed at generating awareness for each project event or activity. This strategy will take into consideration communications with target audiences and stakeholders across multiple platforms, such as briefings, presentations, project web site, canvassing, mailings, web-based communications, social media and community outreach

- Effective engagement with target audiences within and around a project area, or those that have been identified by VCTC, Advisory committee or project team
- High-quality written and visual communications that provide an overview of a project's purpose, process and anticipated timeline in a manner that can be easily digested and understood by members of the public
- Maximized distribution of information to interested stakeholders.

An example of a public participation plan that Claris can put together for VCTC may include the following topics:

- Project background
- Project objective
- Project outreach and communication protocol
- Approach
  - Identifying target audiences (Community/address identification/mail house services, including postage)
  - Developing brand and key messages
  - Defining outreach tools/deliverables
  - Determining public event/community meeting logistical support
  - Measurement metrics
  - Proposed schedule/calendar

Schedules will clearly outline all activities, their duration, and their relationship with other service requests.

### **2.1.2 Implement the Public Participation Plan**

The Claris team, with VCTC's assistance, will organize the meetings with the Advisory Committee. Based on the public participation plan, we will assist VCTC to implement the plan to solicit feedback from the public.

Plan implementation will include:

- Project web site
- Meeting materials
- Stakeholder meetings, including briefings and potentially elected officials, scoping meetings, working group meetings, community update meetings, virtual meetings, community activity events, public hearings
- Collateral materials, potentially consisting of signage, fact sheets, FAQs, project exhibits, email blasts, advertisements, press releases
- Online materials, such as project email address, Facebook, Instagram, Twitter, project website, online surveys
- Paper surveys
- Documentation and Reporting

Through the Advisory Committee, Claris will:

- Inquire about their mission and objectives, and responsibilities
- Discuss their perspective on the hazards, threats and vulnerabilities that exist and possible options on how to mitigate these threats
- Identify any information about past incidents, best practices and lessons learned
- Assess the impact of current measures and procedures in place and consider how any recommendations could affect the effectiveness and efficiency of their organizations' operations
- Better understand their current legal, regulatory and operating environments and identify any future changes to these environments that may affect emergency operations

## **Deliverables**

- Stakeholder list
- Advisory Committee formation and meeting(s)
- Public Participation Plan
- Outreach materials including project web site press releases, social media posts, website information, printed materials, surveys

## **2.2 Research**

The Claris team will perform the following research tasks as part of the information-gathering phase.

### **2.2.1 Assess Current Situation**

The Claris team will determine which agencies in Ventura and Santa Barbara Counties have emergency preparedness plans. Our team will:

1. Gather copies of the plans from local jurisdictions
2. Review the plans for relevant information
3. Gather similar plans from around the country
4. Document the findings, including gaps between local plans and best practices from other plans

The Team will review past area emergencies/disasters, access and functional needs, hazard threats and all relevant planning documents to identify localized transportation issues and agency roles and responsibilities related to evacuations, that may require large numbers of evacuations and a short time to implement.

Our team will meet with the various agencies involved to identify facilities and services that were impacted, identify what worked well and what are areas of improvement were identified for each of these disasters. The Claris team will compile information on local experience with responding to emergencies.

Working with VCTC, our team may expand the area of local experience beyond the Ventura and Santa Barbara areas to include emergencies in Southern California to capture lessons learned, best practices and experiences of other agencies.

### **2.2.2 Research Others' Experience with Emergencies**

In 2018 alone, there were 124 disaster declarations across the nation (Fema.gov), ranging from wildfires, flooding, landslides, hurricane wind damage to mudslides. Our approach to identifying the communities in the United States that have experienced emergencies that affected transportation facilities or services will be comprised of three key steps:

1. Establish the criteria. Working with VCTC project team and the Advisory Committee, we will establish a set of search criteria. The criteria may include, but are not limited to:
  - Types of natural disasters
  - Population size and ridership of the community
  - Existing transportation system and highway infrastructure
  - Existing communication infrastructure
  - Transit assets
  - Geography/topography
  - Evacuating and assisting paratransit users, seniors and those without vehicles
2. Select the Communities. Using the criteria, we will work with VCTC and the Advisory Committee to select a sampling of the communities located in the western, central and eastern parts of the country. VCTC will provide additional suggestions and approve the final list of communities.
3. Conduct Outreach and Data Collection. Our team will contact the selected communities, conduct outreach and collect the data. The information collected may include, but is not limited to:
  - Experiences with emergencies and recovery
  - Lessons learned – did their plans adequately prepare them? What would they do differently next time?
  - Best practices
  - Mitigation measures
  - Communication issues
  - Changes implemented
  - MOUs and other contractual or informal arrangements

### **2.2.3 Determine Potential Institutional Arrangements**

Based on earlier tasks, our team will review agency emergency plans with respect to roles and responsibilities and any existing Memorandums of Understanding (MOU), Agreements or other contracts that are directly related to transportation in Ventura County and Santa Barbara County (e.g. TransMAC) and make suggestions for creating MOUs, Agreements or contracts where gaps exist to enhance and improve upon transportation between Ventura and Santa Barbara Counties during emergency situations.

### **2.2.4 Communication Needs**

Establishing and maintaining communications is one of the most critical functions during an emergency. The Team will ensure that any applicable recommendations on communications are informed by the recently released California Alert and Warning Report.

### **Operator Communication**

Traditional communications systems include landlines, Private Branch eXchange (PBX), Voice-Over-IP (VOIP), radio, wireless cellphones, tablets, and modems. Transit operators rely on a Bus Operations Center and/or a Rail Operations Center to coordinate resources and communicate information to other transit operators. The information is disseminated through a communication system such as Computer-Aided dispatch (CAD) and third-party notification systems (text and voice). Asset tracking is performed through Automated Vehicle Location (AVL) and Global Positioning Systems (GPS).

Our approach in identifying communication needs consist of the following steps:

1. Identify the current communication systems
2. Review the current agencies' Standard Operating Procedures for communication and research industry best practices
3. Interview end users and Advisories of the communication systems
4. Identify gaps and improvements for operator communication by comparing findings with industry best practices

### **Communication with Public**

The method of communication with the public varies among transit agencies. The modes of communications include, but are not limited to, the use of Transit Passenger Information System (in train, bus, and/or platforms), social media (Facebook, Instagram, Twitter, Instant Messaging System), customer-interfacing mobile applications, emergency notification systems, highway electronic signboards, cellphone alerts, websites and traditional news media.

Our approach to identifying opportunities, improvements, and adoptions of the communication tools will involve the following steps:

1. Identify current communication systems and infrastructure used to communicate with the public, especially with transit riders with no other means of transportation, paratransit customers and vulnerable populations.
2. Review Standard Operating Procedures for communicating with the public in an emergency and research industry best practices. Review emergency notification information in the Counties' plans so that efforts are not duplicated.
3. Meet with local operators and stakeholders to discuss communication needs and possible options.
4. Explore public-private partnerships with third-party providers (e.g. Telcos, Internet providers, social media companies, Uber, Lyft, Access Services, Greyhound, airlines, etc.) to provide up-to-date information regarding modified, cancelled, or additional transit service.
5. Provide recommendations to ensure shared information on current conditions and plans is communicated effectively. This will allow for coordinated and consistent messaging.



6. For any new recommended communication systems or procedures, roles and responsibilities will be specified, as will equipment maintenance responsibilities if applicable.

### **2.2.5 Inventory and Assessment of Transportation Assets**

The identification of the inventory and transportation assets that need to be protected and used in case of emergency is critical to requesting and delivering transportation resources during an emergency. Our approach is to perform a high-level threat and vulnerability assessment (TVA) of the transportation assets. The assessment will take into consideration the current situation, local experience with emergencies, others' experience with emergencies, institutional arrangements, and communication needs.

We will identify the transportation assets that need to be protected based on their risk score. VCTC will provide Claris with the Transit Asset Management (TAM) plan inventory list and any other county assets. We will then provide recommendations on:

- The implementation of a real-time inventory of transportation assets database that tracks vulnerable assets
- The use of the inventory during an emergency
- The maintenance of the inventory database
- Any additional assets that could be utilized if needed
- Identify locations that assets can be stored in case of emergency

### **2.3 Site Walks**

After conferring with VCTC staff, our team will visit selected locations and conduct site walks as necessary. We will make observations of these areas to better identify strengths, weaknesses, opportunities and challenges. We will schedule these site walks to synchronize with stakeholder interviews whenever possible.

Site walks may include:

- Bus depots
- Train stations
- Dock/harbor areas for marine evacuation or disaster response
- Local airports
- Multi-modal transportation centers
- Transportation operation centers
- Emergency operation centers
- Potential staging areas
- Designated evacuation points
- Vulnerable areas requiring evacuation

### **2.4 Document Review**

We will carefully review the background material received in detail. From a review of this material, feedback from the public meetings, research, the site walks and Advisory Committee meetings, the team will form a picture of the current state of preparedness and identify new

strategies and methodologies to incorporate into the Transportation Emergency Preparedness Plan.

### **Deliverables**

- Report of current situation
- Summary of local experience
- Summary of others' experience
- Conclusions from review of other plans if not done elsewhere in scope
- Suggestions on institutional arrangements
- List of communication needs, roles and responsibilities
- Inventory of transportation assets

### **PHASE 3: PREPARATION FOR AN EMERGENCY**

Our team recognizes that the information collected in the previous phase will be used to inform the development of a comprehensive assessment Transportation Emergency Preparedness Plan.

We will analyze the data collected using a strengths, weaknesses, opportunities and threats (SWOT) analysis where appropriate and summarize our findings.

#### **3.1 Findings Review Meeting**

After the team has summarized the data collected, we will present our findings to VCTC staff and the Advisory Committee for review. At this meeting we will correct any information errors, identify and fill in any information gaps and confirm the next steps in the process.

#### **3.2 Determine Who Might Need Evacuation Services**

Claris will identify problem locations – ones more likely to have problems with evacuation or where assistance is more likely to be requested (e.g. Ojai and CSUCI)

The Claris team will work with emergency services agencies to identify groups and areas that may require evacuation assistance. We will utilize our team's relationships with city public safety agencies and with the Offices of Emergency Services in both Santa Barbara and Ventura Counties for guidance on vulnerable groups and areas. Additionally, we will leverage current relationships with community-based organizations and the faith community to identify disadvantaged and/or vulnerable communities. The Claris team will highlight transportation gaps identified during the recent fires and debris flow and help to develop other lessons learned to incorporate them into the plan.

The team will research target populations most likely to need help during an emergency, specifically paratransit customers, those with mobility needs, those without cars or unable to drive. The team will look into the possibility of using ACCESS/paratransit databases during an emergency, as well as working with nonprofits to address this evacuation need. The team will also research demographic and economic indicators pointing to transit-dependent populations

and those whose first language is not English, and explore lessons learned and gaps identified by local emergency response agencies. Working with community stakeholders and using applicable plans and local experience, the team will develop an effective plan to accommodate those populations in evacuation efforts. Community support systems will also inform the team's approach to ensuring transportation to jobs, medical appointments and other needs.

Using our team's experience in developing evacuation plans for other counties, we will develop a methodology to support the OES with evacuations or other requested assistance. This process will also identify roles and responsibilities and chain of command of operators and with the OES. Utilizing the TVA in the inventorying and assessment of critical assets, we will determine which critical transit assets should be removed from the affected zone(s).

### **3.3 Prepare for Emergency Transportation Services**

We will provide options for which agency (or agencies) would control the evacuation and support services based on considerations of several key factors:

1. Findings from assessments performed in the development of the Transportation Emergency Preparedness Plan
2. Existing agreements, such as Memorandum of Understanding (MOU) and mutual aid agreements, understanding that new agreements can be put in place where advisable.
3. Existing local and state law that governs jurisdictional authority (Whichever group or agency that is determined to control the evacuation will work within the ICS/NIMS/SEMS framework that governs the disaster response and recovery.)
4. Communications capabilities between:
  - Transit operators and OES
  - The transit operators
  - Buses and dispatch – everyone one being able to communicate with others when some communication services are down
5. Preparing for employees needed to assist with emergencies to be unavailable and strategies to support them and their families to free staff to assist with emergencies
6. Provision of existing service and provision of additional service to assist the community during the time of an emergency will also be addressed.

We will develop a methodology similar to other critical infrastructure organizations (i.e. surface transportation, airports, power utilities, gas utilities and water utilities) we've worked with to proactively prepare for emergencies. This can include storing resources at distributed locations, staging assets in designated areas, monitoring conditions and notifying personnel in a readiness state.

Furthermore, we will provide recommendations on how employees can receive their work assignments and methods for contacting staff. The options proposed will take into consideration the agency's existing communications and IT infrastructure, funding availability, and internal support services that can impact the type of employee notification system chosen.

### **3.4 Identify Resources**

The Transportation Emergency Preparedness Plan will need to address reimbursement from two perspectives:

1. Reimbursement among mutual aid or mutual assistance agencies for shared resources
2. Potential State or Federal reimbursement for costs incurred following a proclaimed/declared emergency.

Related to reimbursement among mutual aid/assistance agencies, if VCTC and its members choose to join TransMAC, then the TransMAC Agreement identifies responsibilities for negotiating reimbursement among those sharing resources and the process for reimbursement. TransMAC does not dictate the rates as the agreement can be used as both mutual aid — the provider of the resource bears the cost and does not expect reimbursement or expects minimal reimbursement — or mutual assistance — the resource provider expects full reimbursement.

The Claris Team will lead VCTC through the development and institutionalizing of processes needed to pursue and be eligible for State or Federal reimbursement. This task will research all proper procedures to follow to be eligible for reimbursement and include them in the Transportation Emergency Preparedness Plan, including but not limited to:

- Establishment of a disaster accounting system
- Processes, forms, and documentation for tracking labor, materials, equipment, and rented or purchased resources
- Record keeping of events and expenditures and descriptions for each expenditure
- Procedures for temporarily estimating project costs
- Emergency purchasing procedures
- Authorized equipment rate lists
- Pre-established vendor contracts
- Records retention program (e.g., receipts, invoices, payments, job logs, photographs, insurance statements)
- Procedures for applying for Financial Assistance under the current FEMA guidelines

The aforementioned reimbursement efforts all assume VCTC is responding to or has responded to an emergency. It must first, however, be positioned and prepared to respond to an emergency which also involves costs. As a result, the Claris team will assist VCTC in determining potential sources of short and long-term funding to sustain preparedness efforts (e.g., Prop 1B bond funds for transportation programming). To help determine the amount of funds to pursue for the purposes of preparedness and program sustainability, the Claris team will estimate costs for:

- Continuing the advisory committee meetings
- Trainings and exercises (see Task 3.5 Training for Emergencies for more information)
- Facilitation to improve communication between agencies and with the public
- The types of expenses that are eligible to be covered will also be identified

### **3.5 Training for Emergencies**

The Claris team will review the types of training and drills employed by local agencies. For VCTC, we propose to take a strategic, long-term approach to training and exercises embodied in a Multi-Year Training and Exercise Plan (MYTEP) that can be a stand-alone document or integrated into the Transportation Emergency Preparedness Plan. This is essential to optimizing limited funds and time to effectively build reliable emergency capabilities on a strong foundation. The intent of this training plan will provide enough detail to pursue grant funding.

The Claris team will bring a unique approach to the VCTC MYTEP. Goals may include:

- Developing a MYTEP based on the goals and objectives of the new Transportation Emergency Preparedness Plan, the capabilities assessment developed as part of this project, and research into the training and exercise programs of appropriate transportation providers.
- Establishing priorities to drive the selection and timing of training and exercise events to suit the needs of the broadest VCTC audience.
- Research existing or planned multi-division/multiagency/multi-jurisdictional training and exercise activities within VCTC and with its partners (e.g., Ventura and Santa Barbara County Operational Areas) to potentially participate in
- Developing a general schedule for and coordinating future trainings and exercises to prevent duplication of effort, ensuring resources are not overextended, and allowing time for improvement between events.
- Maximizing training and exercise opportunities and appropriations to effectively meet the most strategic, regulatory, and grant requirements. According to HSEEP guidelines, a Training and Exercise Workshop (TEPW) is normally included as a step in this process but with the information being gathered throughout the planning process, we feel that this step is not necessary.

The Claris team will develop the multi-year training and exercise plan that may include:

1. A summary of the capabilities assessment
2. A description of VCTC's training and exercise priorities
3. A general calendar and description of planned training and exercise events for the next 3 to 5 years
4. A system for tracking VCTC, SBCAG and operator progress
5. Cost estimates for implementing the MYTEP We will present the draft to VCTC and relevant stakeholders who will then have an opportunity to review and provide feedback on the before it is finalized and/or integrated into the larger Transportation Emergency Preparedness Plan.

### **Deliverables**

- Findings summary
- List of groups and areas needing assistance and a methodology to provide assistance
- Chain of command and emergency procedures
- List of potential resources to fund emergency response
- Training plan

## **Milestones**

- Findings Review Meeting
- Preparation for an Emergency Meeting

## **PHASE 4: TRANSPORTATION EMERGENCY PREPAREDNESS PLAN**

### **4.1 Engage the Advisory Committee in the Planning Process**

In this phase, we will develop the Transportation Emergency Preparedness Plan. Claris Strategy will be following the Federal Emergency Management Agency's Planning Process for the development of the TEPP as presented in FEMA's Developing and Maintaining Emergency Operations Plans, Comprehensive Preparedness Guide (CPG) 101, Version 2.0. This guide is used by all critical infrastructure agencies including transit to develop emergency preparedness plans.

The planning group will be comprised of the core planning team and the Advisory Committee, both established at the beginning of the project. In addition to the bimonthly core planning team meetings, we recommend that 3 stakeholder workshops be held during the planning phase with the Advisory Committee to focus on:

- Workshop 1: Roles and responsibilities of transportation services in Ventura and Santa Barbara counties
- Workshop 2: Hazards/emergencies that impact transportation services, prioritization of transportation services, and population impacted
- Workshop 3: Overview of Draft TEPP. This workshop will be offered once in an agreed upon location.

### **4.2: Understand the Situation**

This step will be accomplished in the previous phases of the project and will inform the planning phase.

### **4.3: Develop Goals and Objectives**

The Claris team will work with the core planning group early in the process to develop project goals and objectives to ensure they support accomplishing the plan mission and operational priorities. They must also clearly indicate the desired result or end-state they are designed to yield. This approach enables unity of effort and consistency of purpose among the multiple groups and activities involved in executing the plan. The goals and objectives are part of the Phase 1 deliverables.

### **4.4: Develop Draft TEPP**

With input from the TEPP planning team, our team will draft a rough outline early in the project and then produce a detailed outline prior to developing the draft. The draft outline will be based on State and Federal resources and guidelines, including, but not limited to:

- FEMA, Developing and Maintaining Emergency Operations Plans, Comprehensive Preparedness Guide (CPG) 101, Version 2.0
- CALTRANS, Transit Emergency Planning Guidance

- U.S. Department of Defense, Transportation Emergency Preparedness Program
- American Public Transportation Association Emergency Planning Guidelines
- Other policy and guidance documents and pertinent sources of information and technical assistance

The outline will reflect established national and state standards, lessons learned from past incidents and the team’s past experience and will be part of the Phase 1 deliverables. We will ensure that the TEPP will align with the Santa Barbara and Ventura emergency management organizations and functions and other applicable plans and practices. Using the TEPP outline, the Claris Strategy team will draft and finalize the TEPP. Claris Strategy will ensure that the TEPP will fold into existing emergency plans and policies in both Santa Barbara and Ventura. The TEPP will also align with FEMA’s Public Assistance Program and policy guide and the National Disaster Recovery Framework.

The draft plan will include checklists for the transit operators and will be added to the appendices.

We will then assist VCTC to present the draft plan to the core planning group and the Advisory committee for review.

#### **4.5: Final TEPP Preparation, Review and Approval**

The Claris team will work with the TEPP planning team to organize the review and revision process to get the plan from a draft to final document in an effective and timely manner. VCTC and SBCAG will have one month to review the draft TEPP and provide comments to the Claris team. The Advisory Committee will have a month to review and provide comments to the team.

We will track the comments in a comment matrix and respond to the comments in a timely manner. We will then finalize the TEPP with VCTC and SBCAG. Claris Strategy will print up twenty (20) hardcopies of the TEPP and create a digital file (PDF and Microsoft Word) with all pertinent TEPP documents delivered on a USB drive. All materials will be submitted to VCTC.

#### **Deliverables**

- Draft TEPP
- Draft TEPP PowerPoint presentation
- TEPP Comment Matrix
- Final TEPP delivered as twenty (20) hardcopies and 1 digital copy on USB drive

#### **Milestones**

- Stakeholder meetings
- Draft Plan Presentation
- VCTC Draft Plan Review
- Final Plan Delivered

## **PHASE 5: PLAN ADOPTION AND PREPARATION FOR THE FUTURE**

### **5.1 Plan Adoption**

We will produce a PowerPoint presentation of the final TEPP for VCTC and SBCAG staff approval.

The Claris team will assist VCTC and SBCAG to present the approved TEPP at two, but no more than three (3), public hearings (one in Ventura and one in Santa Barbara) in conjunction with adoption.

### **5.2: Plan Implementation and Maintenance**

Once the TEPP has been adopted, the Claris team will then reach out to all stakeholders to request that the TEPP be referenced in their own plans.

Claris Strategy understands that plans evolve as lessons are learned, new information and insights are obtained, and priorities are updated. In order to address any updates or changes, Claris Strategy will establish a process for reviewing and revising the TEPP that VCTC can follow to ensure the plan remains relevant and current. It may be helpful to align this review process when the two counties update their Emergency Operations Plans. VCTC should also consider reviewing and updating the plan after the following events:

- A major incident
- A change in operational resources (e.g., policy, personnel, organizational structures, management processes, facilities, equipment)
- A formal update of planning guidance or standards
- A change in elected officials
- Each activation
- Major exercises
- A change in the jurisdiction's demographics or hazard or
- A change in the acceptability of various risks
- The enactment of new or amended laws or ordinances

### **5.3: Ongoing Committee**

The Claris team will assist VCTC in creating a sustainable, ongoing committee to continue planning and in coordinating implementation of the TEPP.

We will:

- Help structure the meetings and recommend their frequency
- Help determine the composition of the committee
- Suggest a road map on next steps Deliverables
- Final TEPP PowerPoint presentation
- Presentation of adopted plans to Commission/Board Meetings
- Integration into other agency plans
- TEPP Maintenance plan



**Deliverables**

- TEPP PowerPoint
- TEPP Maintenance Plan
- Future committee structure and road map

**Milestones**

- Presentation of Plan at Public Meetings
  - SBCAG Board
  - VCTC B

EXHIBIT B

COMPENSATION SCHEDULE

Task Description	William Lim, Project Manager	Alix Stayton, Vulnerable Communities SME	Research and Transportation SME	Scott Norwood, Transportation and Legal SME	Brent Woodworth, Emergency Response SME	Wendy Milligan, Emergency Planning	Nick Lowe, Training SME	Brad Jensen, Public Outreach SME	Total Hours	Project Team Total Fee
Company	Claris Strategy	Claris Strategy	Claris Strategy	Claris Strategy	Claris Strategy	Terra Firma Enterprises	CPARS Consulting	MBI Media		
Labor Rates	\$200.00	\$125.00	\$100.00	\$100.00	\$175.00	\$130.00	\$150.00	\$86.20		
<b>1.0 Project Startup</b>										
1.0 - General Project Management	92					16			108	\$ 20,480.00
1.1 - Request for Information	2					2			4	\$ 660.00
1.2 - Project Kickoff	4			2	2	2	2	2	14	\$ 2,082.40
<b>SUBTOTAL</b>	<b>98</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>20</b>	<b>2</b>	<b>2</b>	<b>126</b>	<b>\$ 23,222.40</b>
<b>2.0 Public Participation and Research</b>										
2.1 - Public Participation Plan									0	\$ -
2.1.1 - Develop a Public Participation Plan	2					2		158	162	\$ 14,279.42
2.1.2 - Implement a Public Participation Plan	38				10	34		120	202	\$ 24,113.86
2.2 - Research									0	\$ -
2.2.1 - Assess Current Situation					4	32			36	\$ 4,860.00
2.2.2 - Research Others' Experience with Emergencies	12		32						44	\$ 5,600.00
2.2.3 - Determine Potential Institutional Arrangements				16				16	32	\$ 4,000.00
2.2.4 - Communication Needs			32	8	4				44	\$ 4,700.00
2.2.5 - Inventory and Assessment of Transportation Assets			40	8					48	\$ 4,800.00
2.3 - Site Walks	20					8		16	44	\$ 7,480.00
2.4 - Document Review	8					8			16	\$ 2,640.00
<b>SUBTOTAL</b>	<b>80</b>	<b>0</b>	<b>104</b>	<b>32</b>	<b>26</b>	<b>92</b>	<b>16</b>	<b>278</b>	<b>628</b>	<b>\$ 72,473.28</b>
<b>3.0 Preparation for an Emergency</b>										
3.1 - Findings Review Meeting	16		8	4	4	8			40	\$ 6,140.00
3.2 - Determine Who Might Need Evacuation Services		32							32	\$ 4,000.00
3.3 - Prepare for Emergency Transportation Services	24		24	8			8		64	\$ 9,200.00
3.4 - Identify Resources						32			32	\$ 4,160.00
3.5 - Training for Emergencies							48		48	\$ 7,200.00
<b>SUBTOTAL</b>	<b>40</b>	<b>32</b>	<b>32</b>	<b>12</b>	<b>4</b>	<b>40</b>	<b>56</b>	<b>0</b>	<b>216</b>	<b>\$ 30,700.00</b>
<b>4.0 Transportation Emergency Preparedness Plan</b>										
4.1 - Engage the Advisory Committee in the Planning Process	12					30			42	\$ 6,300.00
4.2 - Understand the Situation									0	\$ -
4.3 - Develop Goals and Objectives	4					8			12	\$ 1,840.00
4.4 - Develop Draft TEPP	64	8	40	6	12	80	40		250	\$ 36,900.00
4.5 - Final TEPP Preparation, Review and Approval	20		8			24			52	\$ 7,920.00
<b>SUBTOTAL</b>	<b>100</b>	<b>8</b>	<b>48</b>	<b>6</b>	<b>12</b>	<b>142</b>	<b>40</b>	<b>0</b>	<b>356</b>	<b>\$ 52,960.00</b>
<b>5.0 Plan Adoption and Preparation for the Future</b>										
5.1 - Plan Adoption	16				8	12			36	\$ 6,160.00
5.2 - Plan Implementation and Maintenance	8					12			20	\$ 3,160.00
5.3 - Ongoing Committee	8					12			20	\$ 3,160.00
<b>SUBTOTAL</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>76</b>	<b>\$ 12,480.00</b>
<b>LABOR HOURS TOTAL</b>	<b>350</b>	<b>40</b>	<b>184</b>	<b>52</b>	<b>52</b>	<b>330</b>	<b>114</b>	<b>280</b>	<b>1402</b>	
<b>LABOR FEE TOTAL</b>	<b>\$ 70,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 18,400.00</b>	<b>\$ 5,200.00</b>	<b>\$ 9,100.00</b>	<b>\$ 42,900.00</b>	<b>\$ 17,100.00</b>	<b>\$ 24,135.68</b>		<b>\$ 191,835.68</b>
<b>Other Direct Expense Detail</b>										
Printing	\$ 3,500.00							\$ 5,000.00		\$ 8,500.00
Mileage/Transit	\$ 350.00	\$ 100.00	\$ 100.00		\$ 250.00	\$ 100.00	\$ 100.00			\$ 1,000.00
Parking	\$ 50.00				\$ 50.00	\$ 50.00	\$ 50.00			\$ 200.00
Travel and Lodging				\$ 600.00						\$ 600.00
<b>EXPENSES TOTAL</b>	<b>\$ 3,900.00</b>	<b>\$ 100.00</b>	<b>\$ 100.00</b>	<b>\$ 600.00</b>	<b>\$ 300.00</b>	<b>\$ 150.00</b>	<b>\$ 150.00</b>	<b>\$ 5,000.00</b>		<b>\$ 10,300.00</b>
<b>LABOR AND EXPENSES TOTAL</b>	<b>\$ 73,900.00</b>	<b>\$ 5,100.00</b>	<b>\$ 18,500.00</b>	<b>\$ 5,800.00</b>	<b>\$ 9,400.00</b>	<b>\$ 43,050.00</b>	<b>\$ 17,250.00</b>	<b>\$ 29,135.68</b>		<b>\$ 202,135.68</b>

# EXHIBIT C

## SCHEDULE

