



VENTURA COUNTY TRANSPORTATION COMMISSION

LOCAL TRANSPORTATION AUTHORITY
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, DECEMBER 6, 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 118. 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 OCTOBER 4, 2019 VCTC MEETING – PG. 5

Recommended Action:

Approve

Responsible Staff: Vera Vega

8B. SEPTEMBER MONTHLY BUDGET REPORT – PG. 9

Recommended Action:

Receive and file the monthly budget report

Responsible Staff: Sally DeGeorge

8C. OCTOBER MONTHLY BUDGET REPORT – PG. 17

Recommended Action:

Receive and file the monthly budget report

Responsible Staff: Sally DeGeorge

8D. INSURANCE COVERAGE RENEWAL – PG. 25

Recommended Action:

Approve the insurance renewal as presented for a total insurance cost of \$255,226 funded as part of the operational cost/indirect cost allocation plan in the Fiscal Year 2019/2020 Budget

Responsible Staff: Sally DeGeorge

8E. ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT (TDA) FISCAL YEAR (FY) 2019/20 ARTICLE 3 BIKE PATH MAINTENANCE FUNDS – PG. 27

Recommended Action:

Approve the allocation of Fiscal Year 2019/2020 Transportation Development Act (TDA) Article 3 Bike Path Maintenance Funds totaling \$182,958 as shown in the attached Table.

Responsible Staff: Judith Johnduff

8F. AUTHORIZE REQUEST FOR PROPOSAL (RFP) FOR AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION SERVICES – PG. 29

Recommended Action:

Authorize staff to release the attached RFP for ADA Certification Services, with proposals due February 3, 2020.

Responsible Staff: Martin Erickson

8G. REQUEST FOR PROPOSALS (RFP) FOR AUDITORS – PG. 31

Recommended Action:

Authorize staff to release a Request for Proposals (RFP) for Professional Auditing Services for the Ventura County Transportation Commission.

Responsible Staff: Sally DeGeorge

8H. VCTC INTERCITY RIDERSHIP QUARTERLY REPORT – PG. 33

Recommended Action:

Receive and File.

Responsible Staff: Aaron Bonfilio

8I. FISCAL YEAR (FY) 2020/21 TRANSPORTATION DEVELOPMENT ACT (TDA) UNMET TRANSIT NEEDS SCHEDULE, PROCEDURES AND DEFINITIONS OF “UNMET TRANSIT NEEDS” AND “REASONABLE TO MEET” – PG. 45

Recommended Action:

Review and Approve Unmet Transit Needs Schedule and Definitions.

Responsible Staff: Martin Erickson

8J. COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) – PG. 51

Recommended Action:

Approve the audited Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2018/2019.

Responsible Staff: Sally DeGeorge

8K. LEGISLATIVE UPDATE – PG. 53

Recommended Action:

Receive and File.

Responsible Staff: Peter De Haan

8L. APPROVAL OF CONTRACT WITH MOORE & ASSOCIATES FOR COMPLETION OF STATE REQUIRED TRANSPORTATION DEVELOPMENT ACT (TDA) TRIENNIAL PERFORMANC AUDITS FOR VENTURA COUNTY TDA CLAIMANTS – PG. 55

Recommended Action:

Approve a contract with Moore & Associates not to exceed \$126,481.60 to complete the State required Transportation Development Act (TDA) Triennial Performance Audits for Ventura County Claimants.

Responsible Staff: Martin Erickson

9. OXNARD HARBOR DISTRICT UPDATE – PG. 81

Recommended Action:

Receive and File.

Responsible Staff: Kristin Decas, CEO and Port Director

10. **FREEWAY SERVICE PATROL (FSP) APPLICATION AND RESOLUTION OF LOCAL MATCH**

COMMITMENT – PG. 83

Recommended Action:

- *Adopt Resolution No. 2019-07 to provide the annual twenty-five percent (25%) local matching funds for state Freeway Service Patrol Funding*
- *Approve submission of FSP application for funding to Caltrans Chief of Traffic Operations (Attachment 11-1)*

Responsible Staff: Andrew Kent

11. **VCTC COMMUNITY OUTREACH UPDATE** – PG. 93

Recommended Action:

Receive and File.

Responsible Staff: Darren M. Kettle

12. **VCTC GENERAL COUNSEL'S REPORT**

13. **AGENCY REPORTS**

14. **CLOSED SESSION –**

15. **ADJOURN to 9:00 a.m. Friday, January 10, 2020**



Item #8A

VENTURA COUNTY TRANSPORTATION COMMISSION

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

**CAMARILLO CITY HALL
COUNCIL CHAMBERS
601 CARMEN DRIVE
CAMARILLO, CA
FRIDAY, OCTOBER 4, 2019
9:00 AM**

Meeting Summary

MEMBERS PRESENT:

Manuel Minjares, City of Fillmore, Chair
Linda Parks, County of Ventura
Tony Trembley, City of Camarillo
Ken Simons, City of Moorpark
Randy Haney, City of Ojai
Bryan MacDonald, City of Oxnard
Will Berg, City of Port Hueneme
Cheryl Heitmann, City of San Buenaventura
Jenny Crosswhite, City of Santa Paula
Robert Huber, County of Ventura
John Zaragoza, County of Ventura
Brian Humphrey, Citizen Rep. Cities
Jim White, Citizen Rep., County
Paul Marquez, Caltrans District 7

ABSENT:

Claudia Bill-de la Peña, City of Thousand Oaks
Mike Judge, City of Simi Valley
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

Vic Kamhi requested that all presentations be posted on the VCTC website.

CALTRANS REPORT -

CalTrans is studying Climate Change Vulnerability Assessments. The Summary Report provides a high-level overview on methodology, the potential implications of climate change to Caltrans assets and how climate data can be applied in decision-making. Information on the study is available on the Caltrans website.

COMMISSIONERS REPORTS

Chair Minjares appointed Commissioner Trembley to serve as VCTC's alternate member of Southern California Regional Rail Authority (SCRRRA).

Commissioner MacDonald reported LOSSAN is meeting at Gold Coast Transit District this month.

EXECUTIVE DIRECTOR REPORT -

FEDERAL APPROVAL OF SAFE AFFORDABLE FUEL-EFFICIENT VEHICLES RULE – As you have undoubtedly heard, the federal Environmental Protection Agency has approved a rule that lowers the federal future-years fuel efficiency standards, while revoking California's authority to establish its own standards, with 23 states including California having sued to block this rule. Although attention has been focused on the rule's impact on air quality, another issue is that by impeding compliance with the federal clean air mandate, the access to federal transportation funds could be restricted. Our preliminary information is that since the state's adopted air quality model assumes implementation of the state standards that have now been nullified, it will not be possible for SCAG to adopt a new Regional Transportation Program prior to the expiration of the current program on June 3, 2020. On that date, the region will fall out of federal air quality compliance and start a one-year "grace period." The state will likely prepare a revised air quality model that can receive federal approval within two years, so hopefully conformity can be achieved near the end of the "grace period." At present, staff does not anticipate any impact on projects in Ventura County, provided that there are no unanticipated project changes, since federal approval of such changes might not be permitted.

APPOINTMENTS TO CALIFORNIA TRANSPORTATION COMMISSION – This past month the Governor announced appointments of two new Commission members, filling vacant seats. They are both from Los Angeles County, and are as follows:

Tamika Butler is currently the California director of planning and the director of equity and inclusion at Toole Design Group. She is also principal and owner of Tamika L. Butler Consulting since 2017. She was executive director of the Los Angeles Neighborhood Land Trust from 2017 to 2018, executive director of the Los Angeles County Bicycle Coalition from 2014 to 2017, and director of social change strategies at the Liberty Hill Foundation in 2014. Butler was also western regional director at Young Invincible from 2012 to 2014 and an attorney for Legal Aid at Work from 2008 to 2012. She earned a Doctor of Jurisprudence from Stanford Law School.

Hilary Norton is the executive director for Fixing Angelenos Stuck in Traffic (FAST) since 2008, and operates the FASTLinkDTLA Transportation Management Organization (TMO). She previously worked in the private sector, including Central City Association 2000 - 2008. She served as housing and transportation deputy for California Assembly member Gilbert Cedillo 1999-2000, chief of staff to Los Angeles City Council Member Richard Alatorre 1995-1999, lead legislative deputy for LA City Councilmember Richard Alarcon 1993-1995 and legislative deputy for LA City Councilmember Mark

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Ridley-Thomas 1992-1993. Norton earned a Master's of Public Policy from Harvard University, John F. Kennedy School of Government.

ADDITIONS/REVISIONS – *Revision to Item #8G. The May meeting will be May 1.*

CONSENT CALENDAR –

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

8A. APPROVE SUMMARY FROM SEPTEMBER 6, 2019 VCTC MEETING – *Approve*

8B. JULY MONTHLY BUDGET REPORT – *Receive and file the monthly budget report*

8C. AUGUST MONTHLY BUDGET REPORT – *Receive and file the monthly budget report*

8D. FISCAL YEAR 2019/2020 CARRY-OVER BUDGET AMENDMENTS – *Amend the VCTC Fiscal Year 2019/2020 budget revenues and expenditures as stated in Attachment - Carry-over Budget Amendments from Fiscal Year 2018/2019 to 2019/2020.*

8E. HARVEST AT LIMONEIRA EASEMENT ASSIGNMENT– *Approve Rail Crossing and Utility easement assignments from Limoneira Lewis Community Builders, LLC to the City of Santa Paula.*

8F. LEGISLATIVE UPDATE – *Receive and File.*

8G. 2020 VCTC REGULAR MEETING SCHEDULE - *Adopt the schedule of regular monthly VCTC meeting dates for 2020*

8H. APPROVAL OF METROLINK BUDGET AMENDMENT FOR TICKET VENDING DEVICES- *Approve a budget amendment to increase the Metrolink Budget capital rehabilitation line item by %\$282,000 for the Ticket Vending Devices (TVD); and correspondingly increase the State Transportation Assistance (STA) revenues by \$282,000 from the STA balance in the general fund.*

8I. APPROVAL OF REQUEST FOR PROPOSALS FOR STATE REQUIRED TRANSPORTATION DEVELOPMENT ACT (TDA) TRIENNIAL PERFORMANCE AUDITS FOR VENTURA COUNTY TDA CLAIMANTS – *Approve the Request for Proposals (RFP) for State required Transportation Development Act (TDA) triennial performance audits for distribution to appropriate consulting firms.*

8J. CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM – *Approve submission of a Grant application to the Caltrans Sustainable Transportation Grant Program and authorize the use of up to \$51,615 in Local Transportation Funds (LTF) as matching funds should a grant be awarded to VCTC by Caltrans.*

8K. AUTHORIZATION FOR DESTRUCTION OF RECORDS –*Approve the destruction of itemized records.*

8L. RATIFICATION OF TITLE VI PROGRAM EDITS – *Ratify revised Title VI Program..*

The motion was seconded by Commissioner MacDonald and passed by a unanimous vote, with Commissioner Huber abstaining on Item #8A.

9. INCIDENT RESPONDER GRANT PROGRAM –

All members who applied for grants were present at the meeting and addressed the board to convey their needs.

Public Comment

Vic Kamhi said that the Opticom system has 2 functions and can also provide transit priority, as well as signal preemption for emergency vehicles. He is not asking to purchase the transponders but wants those agencies to agree to work with transit agencies to explore implementing in the future.

Commissioner MacDonald commented that the request made by Ventura could be a great regional asset for the rest of the county and suggested that funding the full amount be considered.

Commissioner Humphrey made a motion to provide full funding for all applications for a total of \$905,519.62, and to request consideration by those who purchase the Opticom systems to work with transit agencies:

- *Approve Incident Responder Grant Program allocations as detailed in Table 1 to provide funds to agencies that respond to highway incidents within Ventura County.*
- *Increase the total amount of grant funding available by \$405,519.62 for a total grant amount of \$905,519.62.*
- *Approve a Budget Amendment to the Motorist Aid Services budget increasing revenues by \$405,519.62 from the SAFE Fund Balance and correspondingly increase the expense line item, Incident Responder Grant Program by \$405,519.62.*

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

10. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS' CONNECTSOCAL, 2020 REGIONAL TRANSPORTATION PLAN/SUSTAINABLE COMMUNITIES STRATEGY –

SCAG Executive Director, Kome Ajise, discussed ConnectSoCal, a process that attempts to balance mobility, housing, economy, and health needs throughout the region across a 20 year planning horizon. The report was received and filed.

11. U.S. 101 HOV WIDENING, PROJECT APPROVAL / ENVIRONMENTAL DOCUMENT (PAED) PHASE, PROJECT UPDATE -

WSP Project Manager, Victor Martinez, provided a detailed project update on the PAED and the project alternatives selected. The report was received and filed.

12. VCTC GENERAL COUNSEL'S REPORT - None

13. AGENCY REPORTS - None

14. CLOSED SESSION – None

Prior to adjournment Steve DeGeorge addressed the board as it was his final day and he is retiring. The board thanked him for his 27 years of service.

15. ADJOURN to 9:00 a.m. Friday, November 1, 2019



Item #8B

December 6, 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 September 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 seven funds presented consisting of the General Fund, the Local Transportation Fund (LTF), the State Transit Assistance (STA) fund, the State of Good Repair (SGR) fund, the Service Authority for Freeway Emergencies (SAFE) fund, the Santa Paula Branch Line (SPBL) 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 September 30, 2019 budget report indicates that the revenues were approximately 8.82% of the adopted budget while expenditures were approximately 17.51% of the adopted budget. The revenues and expenditures are as expected at this time. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on an even percentage or monthly basis. Furthermore, revenues are often billed and reimbursed in arrears.

It should be noted that the Fiscal Year 2018/2019 is in the process of being finalized and has not yet been audited. The fund balances and accruals are considered estimates until Fiscal Year 2018/2019 is closed and the audit is final.

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, SGR, 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 and SGR 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 and SGR receipts are often not received until October or November and

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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 SEPTEMBER 30, 2019**

Assets and Deferred Outflows

| | |
|---|-----------------------------|
| Cash and Investments | \$ 31,100,381 |
| Petty Cash | 130 |
| Receivables/Due from other funds | 3,286,679 |
| Prepays and Deposits | 115,547 |
| Capital Assets, undepreciated | 26,496,812 |
| Capital Assets, depreciated, net | 31,324,877 |
| Deferred Outflows | 724,799 |
| Total Assets and Deferred Outflows | <u>\$ 93,049,225</u> |

LIABILITIES, DEFERRED INFLOWS AND FUND BALANCE

Liabilities and Deferred Inflows:

| | |
|--|----------------------------|
| Accrued Expenses and Due to Other | \$ 2,022,551 |
| Deferred Revenue | 4,520,491 |
| Deposits | 67,059 |
| Accrued Vacation | 168,123 |
| Pension Liability | 1,933,376 |
| OPEB Liability | 319,425 |
| Deferred Inflows | 146,000 |
| Total Liabilities and Deferred Inflows: | <u>\$ 9,177,025</u> |

Net Position:

| | |
|----------------------------|-----------------------------|
| Invested in Capital Assets | \$ 57,428,081 |
| Fund Balance | 26,444,119 |
| Total Net Position | <u>\$ 83,872,200</u> |

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2019**

| | General | LTF | STA | SAFE | SGR | SPBL | VCTC | Valley | Fund | Budgeted | Variance | |
|---|------------------|------------------|----------|---------------|----------|-------------------------|------------------|------------------|------------------|-------------------|---------------------|--------------|
| | Fund Actual | Actual | Actual | Actual | Actual | Actual Intercity Actual | Express Actual | | Totals | Actual | Actual | % Year |
| Revenues | | | | | | | | | | | | |
| Federal Revenues | \$ 1,071,217 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 374,350 | \$ 54,044 | \$ 1,499,611 | \$ 20,456,580 | (18,956,969) | 7.33 |
| State Revenues | 139,770 | 3,098,991 | 0 | 72,997 | 0 | 0 | 69,330 | 0 | 3,381,088 | 53,579,075 | (50,197,987) | 6.31 |
| Local Revenues | 139,967 | 0 | 0 | 0 | 0 | 229,092 | 656,363 | 1,020,992 | 2,046,414 | 4,172,504 | (2,126,090) | 49.05 |
| Other Revenues | 505 | 0 | 0 | 0 | 0 | 0 | 1,503 | 0 | 2,008 | 20,174 | (18,166) | 9.95 |
| Interest | 1,501 | 0 | 0 | 222 | 0 | 148 | 640 | 74 | 2,585 | 344,000 | (341,415) | 0.75 |
| Total Revenues | 1,352,960 | 3,098,991 | 0 | 73,219 | 0 | 229,240 | 1,102,186 | 1,075,110 | 6,931,706 | 78,572,333 | (71,640,627) | 8.82 |
| Expenditures | | | | | | | | | | | | |
| Administration | | | | | | | | | | | | |
| Personnel Expenditures | 591,603 | 0 | 0 | 0 | 0 | 0 | 64,897 | 12,194 | 668,694 | 3,212,000 | (2,543,306) | 20.82 |
| Legal Services | 617 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 617 | 26,000 | (25,383) | 2.37 |
| Professional Services | 17,412 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17,412 | 134,200 | (116,788) | 12.97 |
| Office Leases | 36,427 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 36,427 | 151,900 | (115,473) | 23.98 |
| Office Expenditures | 69,202 | 0 | 0 | 0 | 0 | 0 | 33,208 | 6,239 | 108,649 | 303,900 | (195,251) | 35.75 |
| Total Administration | 715,261 | 0 | 0 | 0 | 0 | 0 | 98,105 | 18,433 | 831,799 | 3,828,000 | (2,996,201) | 21.73 |
| Programs and Projects | | | | | | | | | | | | |
| Transit and Transportation Program | | | | | | | | | | | | |
| Regional Transit Technology | 77,434 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 77,434 | 624,665 | (547,231) | 12.40 |
| Senior-Disabled Transportation | 56,391 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 56,391 | 303,500 | (247,109) | 18.58 |
| VCTC Intercity Bus Services | 0 | 0 | 0 | 0 | 0 | 0 | 6,314,646 | 0 | 6,314,646 | 15,565,352 | (9,250,706) | 40.57 |
| Valley Express Bus Services | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 165,262 | 165,262 | 1,837,600 | (1,672,338) | 8.99 |
| Transit Grant Administration | 34,175 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 34,175 | 6,891,900 | (6,857,725) | 0.50 |
| Total Transit and Transportation | 168,000 | 0 | 0 | 0 | 0 | 0 | 6,314,646 | 165,262 | 6,647,908 | 25,223,017 | (18,575,109) | 26.36 |
| Highway Program | | | | | | | | | | | | |
| Motorist Aid Services | 0 | 0 | 0 | 49,643 | 0 | 0 | 0 | 0 | 49,643 | 791,200 | (741,557) | 6.27 |
| Highway Program Management | 609,983 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 609,983 | 8,004,500 | (7,394,517) | 7.62 |
| SpeedInfo Highway Speed Sensor | 0 | 0 | 0 | 20,800 | 0 | 0 | 0 | 0 | 20,800 | 144,000 | (123,200) | 14.44 |
| Total Highway | 609,983 | 0 | 0 | 70,443 | 0 | 0 | 0 | 0 | 680,426 | 8,939,700 | (8,259,274) | 7.61 |

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2019**

| | General | LTF | STA | SAFE | SGR | SPBL | VCTC | Valley | Fund | Budgeted | Variance | |
|---------------------------------------|------------------|------------------|----------|---------------|----------|---------------|------------------|----------------|-------------------|-------------------|---------------------|--------------|
| | Fund Actual | Actual | Actual | Actual | Actual | Actual | Intercity Actual | Express Actual | Totals | Actual | Actual | % Year |
| Rail Program | | | | | | | | | | | | |
| Metrolink and Commuter Rail | 2,224,278 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2,224,278 | 12,421,574 | (10,197,296) | 17.91 |
| LOSSAN and Coastal Rail | 114 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 114 | 9,400 | (9,286) | 1.21 |
| Santa Paula Branch Line | 0 | 0 | 0 | 0 | 0 | 84,472 | 0 | 0 | 84,472 | 771,000 | (686,528) | 10.96 |
| Total Rail | 2,224,392 | 0 | 0 | 0 | 0 | 84,472 | 0 | 0 | 2,308,864 | 13,201,974 | (10,893,110) | 17.49 |
| Commuter Assistance Program | | | | | | | | | | | | |
| Regional Transit Information Center | 610 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 610 | 30,500 | (29,890) | 2.00 |
| Rideshare Programs | 24,503 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 24,503 | 291,000 | (266,497) | 8.42 |
| Total Commuter Assistance | 25,113 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 25,113 | 321,500 | (296,387) | 7.81 |
| Planning and Programming | | | | | | | | | | | | |
| TDA Administration | 0 | 4,530,598 | 0 | 0 | 0 | 0 | 0 | 0 | 4,530,598 | 32,854,404 | (28,323,806) | 13.79 |
| Transportation Programming | 1,705 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1,705 | 64,400 | (62,695) | 2.65 |
| Regional Transportation Planning | 38,697 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 38,697 | 512,300 | (473,603) | 7.55 |
| Airport Land Use Commission | 15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | 9,000 | (8,985) | 0.17 |
| Regional Transit Planning | 53,125 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 53,125 | 1,472,596 | (1,419,471) | 3.61 |
| Freight Movement | 1,500 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1,500 | 12,200 | (10,700) | 12.30 |
| Total Planning and Programming | 95,042 | 4,530,598 | 0 | 0 | 0 | 0 | 0 | 0 | 4,625,640 | 34,924,900 | (30,299,260) | 13.24 |
| General Government | | | | | | | | | | | | |
| Community Outreach | 65,237 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 65,237 | 264,400 | (199,163) | 24.67 |
| State and Federal Relations | 33,050 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 33,050 | 105,200 | (72,150) | 31.42 |
| Management and Administration | 29,670 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 29,670 | 276,700 | (247,030) | 10.72 |
| Total General Government | 127,957 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 127,957 | 646,300 | (518,343) | 19.80 |
| Total Expenditures | 3,965,748 | 4,530,598 | 0 | 70,443 | 0 | 84,472 | 6,412,751 | 183,695 | 15,247,707 | 87,085,391 | (71,837,684) | 17.51 |

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2019**

| | General Fund Actual | LTF Actual | STA Actual | SAFE Actual | SGR Actual | SPBL Actual | VCTC Intercity Actual | Valley Express Actual | Fund Totals | Budgeted Actual | Variance Actual | % Year |
|--|------------------------|---------------------|---------------------|---------------------|------------------|------------------|--------------------------|--------------------------|----------------------|----------------------|---------------------|---------------|
| Revenues over (under) expenditures | (2,612,788) | (1,431,607) | 0 | 2,776 | 0 | 144,768 | (5,310,565) | 891,415 | (8,316,001) | (8,513,058) | 197,057 | 97.69 |
| Other Financing Sources | | | | | | | | | | | | |
| Transfers Into GF From LTF | 3,875,222 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3,875,222 | 5,701,343 | (1,826,121) | 67.97 |
| Transfers Into GF From STA | 9,062 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9,062 | 1,651,293 | (1,642,231) | 0.55 |
| Transfers Into GF From SAFE | 9,314 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9,314 | 34,200 | (24,886) | 27.23 |
| Transfers Into GF From SPBL | 17,490 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17,490 | 128,100 | (110,610) | 13.65 |
| Transfers Into SPBL From LTF | 0 | 0 | 0 | 0 | 0 | 17,490 | 0 | 0 | 17,490 | 128,100 | (110,610) | 13.65 |
| Transfers Into SPBL From STA | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 484,200 | (484,200) | 0.00 |
| Transfers Into VI From STA | 0 | 0 | 0 | 0 | 0 | 0 | 6,988,893 | 0 | 6,988,893 | 9,705,190 | (2,716,297) | 72.01 |
| Transfers Out of LTF Into GF | 0 | (3,875,222) | 0 | 0 | 0 | 0 | 0 | 0 | (3,875,222) | (5,701,343) | 1,826,121 | 67.97 |
| Transfers Out of LTF Into SPBL | 0 | (17,490) | 0 | 0 | 0 | 0 | 0 | 0 | (17,490) | (128,100) | 110,610 | 13.65 |
| Transfers Out of STA Into GF | 0 | 0 | (9,062) | 0 | 0 | 0 | 0 | 0 | (9,062) | (1,651,293) | 1,642,231 | 0.55 |
| Transfers Out of STA Into SPBL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (484,200) | 484,200 | 0.00 |
| Transfers Out of STA Into VI | 0 | 0 | (6,988,893) | 0 | 0 | 0 | 0 | 0 | (6,988,893) | (9,705,190) | 2,716,297 | 72.01 |
| Transfers Out of SAFE Into GF | 0 | 0 | 0 | (9,314) | 0 | 0 | 0 | 0 | (9,314) | (34,200) | 24,886 | 27.23 |
| Transfers Out SPBL Into GF | 0 | 0 | 0 | 0 | 0 | (17,490) | 0 | 0 | (17,490) | (128,100) | 110,610 | 13.65 |
| Total Other Financing Sources | 3,911,088 | (3,892,712) | (6,997,955) | (9,314) | 0 | 0 | 6,988,893 | 0 | 0 | 0 | 0 | 0.00 |
| Net Change in Fund Balances | 1,298,300 | (5,324,319) | (6,997,955) | (6,538) | 0 | 144,768 | 1,678,328 | 891,415 | (8,316,001) | (8,513,058) | 197,057 | 97.69 |
| Beginning Fund Balance w/o capital assets | 2,297,167 | 11,311,532 | 15,217,900 | 5,141,310 | 25,362 | | 0 | 2,608,974 | 36,602,245 | 33,572,663 | 3,029,582 | 109.02 |
| Long-term Pension/OPEB/Vacation Adjustment* | (1,723,355) | 0 | 0 | 0 | 0 | (118,770) | 0 | 0 | (1,842,125) | 0 | (1,842,125) | 0.00 |
| Ending Fund Balance | \$ 1,872,112 | \$ 5,987,213 | \$ 8,219,945 | \$ 5,134,772 | \$ 25,362 | \$ 25,998 | \$ 1,678,328 | \$ 3,500,389 | \$ 26,444,119 | \$ 25,059,605 | \$ 1,384,514 | 105.52 |

*Government Accounting Standards Board (GASB) Statements 68 and GASB 75 require full accrual of pension and OPEB liabilities, deferred inflows and deferred outflows on financial statements. These calculations are updated annually.

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF SEPTEMBER 30, 2019**

As stated in the Commission's investment policy, the Commission's investment objectives are safety, liquidity, return on investment, prudence, diversification 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 | \$2,583.16 | 0.18% | \$ 5,002,342.11 |
| County of Ventura | Treasury Pool | N/A | 0.00 | 2.52% | 21,009,938.87 |
| LAIF | State Pool | N/A | 0.00 | 2.39% | 4,943,162.27 |
| Total | | | \$2,583.16 | | \$30,955,443.25 |

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, SGR 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

December 6, 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 October 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 seven funds presented consisting of the General Fund, the Local Transportation Fund (LTF), the State Transit Assistance (STA) fund, the State of Good Repair (SGR) fund, the Service Authority for Freeway Emergencies (SAFE) fund, the Santa Paula Branch Line (SPBL) 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 October 31, 2019 budget report indicates that the revenues were approximately 14.46% of the adopted budget while expenditures were approximately 20.70% of the adopted budget. The revenues and expenditures are as expected at this time. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on an even 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, SGR, 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 and SGR 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 and SGR 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.

December 6, 2019
Item #8C
Page #2

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 OCTOBER 31, 2019**

Assets and Deferred Outflows

| | |
|---|-----------------------------|
| Cash and Investments | \$ 32,738,385 |
| Petty Cash | 130 |
| Receivables/Due from other funds | 2,401,167 |
| Prepays and Deposits | 105,300 |
| Capital Assets, undepreciated | 26,496,812 |
| Capital Assets, depreciated, net | 31,324,877 |
| Deferred Outflows | 724,799 |
| Total Assets and Deferred Outflows | <u>\$ 93,791,470</u> |

LIABILITIES, DEFERRED INFLOWS AND FUND BALANCE

Liabilities and Deferred Inflows:

| | |
|--|----------------------------|
| Accrued Expenses and Due to Other | \$ 1,969,731 |
| Deferred Revenue | 4,266,929 |
| Deposits | 67,059 |
| Accrued Vacation | 168,123 |
| Pension Liability | 1,933,376 |
| OPEB Liability | 319,425 |
| Deferred Inflows | 146,000 |
| Total Liabilities and Deferred Inflows: | <u>\$ 8,870,643</u> |

Net Position:

| | |
|----------------------------|-----------------------------|
| Invested in Capital Assets | \$ 57,428,081 |
| Fund Balance | 27,492,746 |
| Total Net Position | <u>\$ 84,920,827</u> |

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE FOUR MONTHS ENDED OCTOBER 31, 2019**

| | General Fund Actual | LTF Actual | STA Actual | SAFE Actual | SGR Actual | SPBL Actual | VCTC Intercity Actual | Valley Express Actual | Fund Totals | Budgeted Actual | Variance Actual | % Year |
|---|------------------------|------------------|---------------|----------------|---------------|----------------|--------------------------|--------------------------|-------------------|--------------------|---------------------|--------------|
| Revenues | | | | | | | | | | | | |
| Federal Revenues | \$ 1,293,189 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | 928,974 | \$ 106,259 | \$ 2,328,422 | \$ 23,781,542 | (21,453,120) | 9.79 |
| State Revenues | 335,511 | 6,718,712 | 0 | 143,890 | 0 | 0 | 190,637 | 0 | 7,388,750 | 53,725,850 | (46,337,100) | 13.75 |
| Local Revenues | 141,097 | 0 | 0 | 0 | 0 | 238,387 | 748,655 | 1,053,687 | 2,181,826 | 4,671,499 | (2,489,673) | 46.71 |
| Other Revenues | 565 | 0 | 0 | 0 | 0 | 0 | 16,384 | 0 | 16,949 | 20,174 | (3,225) | 84.01 |
| Interest | 12,684 | 0 | 0 | 729 | 0 | 172 | 3,381 | 1,745 | 18,711 | 344,000 | (325,289) | 5.44 |
| Total Revenues | 1,783,046 | 6,718,712 | 0 | 144,619 | 0 | 238,559 | 1,888,031 | 1,161,691 | 11,934,658 | 82,543,065 | (70,608,407) | 14.46 |
| Expenditures | | | | | | | | | | | | |
| Administration | | | | | | | | | | | | |
| Personnel Expenditures | 809,704 | 0 | 0 | 0 | 0 | 0 | 88,081 | 18,047 | 915,832 | 3,212,000 | (2,296,168) | 28.51 |
| Legal Services | 1,338 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1,338 | 26,000 | (24,662) | 5.15 |
| Professional Services | 25,701 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 25,701 | 134,200 | (108,499) | 19.15 |
| Office Leases | 48,615 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 48,615 | 151,900 | (103,285) | 32.00 |
| Office Expenditures | 58,286 | 0 | 0 | 0 | 0 | 0 | 45,071 | 9,235 | 112,592 | 303,900 | (191,308) | 37.05 |
| Total Administration | 943,644 | 0 | 0 | 0 | 0 | 0 | 133,152 | 27,282 | 1,104,078 | 3,828,000 | (2,723,922) | 28.84 |
| Programs and Projects | | | | | | | | | | | | |
| Transit and Transportation Program | | | | | | | | | | | | |
| Regional Transit Technology | 124,476 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 124,476 | 2,745,717 | (2,621,241) | 4.53 |
| Senior-Disabled Transportation | 75,188 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 75,188 | 303,500 | (228,312) | 24.77 |
| VCTC Intercity Bus Services | 0 | 0 | 0 | 0 | 0 | 0 | 7,718,049 | 0 | 7,718,049 | 15,606,799 | (7,888,750) | 49.45 |
| Valley Express Bus Services | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 289,662 | 289,662 | 1,837,600 | (1,547,938) | 15.76 |
| Transit Grant Administration | 46,424 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 46,424 | 6,891,900 | (6,845,476) | 0.67 |
| Total Transit and Transportation | 246,088 | 0 | 0 | 0 | 0 | 0 | 7,718,049 | 289,662 | 8,253,799 | 27,385,516 | (19,131,717) | 30.14 |
| Highway Program | | | | | | | | | | | | |
| Motorist Aid Services | 0 | 0 | 0 | 79,238 | 0 | 0 | 0 | 0 | 79,238 | 1,524,220 | (1,444,982) | 5.20 |
| Highway Program Management | 610,259 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 610,259 | 9,798,883 | (9,188,624) | 6.23 |
| SpeedInfo Highway Speed Sensor | 0 | 0 | 0 | 20,800 | 0 | 0 | 0 | 0 | 20,800 | 144,000 | (123,200) | 14.44 |
| Total Highway | 610,259 | 0 | 0 | 100,038 | 0 | 0 | 0 | 0 | 710,297 | 11,467,103 | (10,756,806) | 6.19 |

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE FOUR MONTHS ENDED OCTOBER 31, 2019**

| | General Fund Actual | LTF Actual | STA Actual | SAFE Actual | SGR Actual | SPBL Actual | VCTC Intercity Actual | Valley Express Actual | Fund Totals | Budgeted Actual | Variance Actual | % Year |
|---------------------------------------|------------------------|------------------|---------------|----------------|---------------|----------------|--------------------------|--------------------------|-------------------|--------------------|---------------------|--------------|
| Rail Program | | | | | | | | | | | | |
| Metrolink and Commuter Rail | 2,372,121 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2,372,121 | 12,703,574 | (10,331,453) | 18.67 |
| LOSSAN and Coastal Rail | 114 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 114 | 9,400 | (9,286) | 1.21 |
| Santa Paula Branch Line | 0 | 0 | 0 | 0 | 0 | 124,890 | 0 | 0 | 124,890 | 811,000 | (686,110) | 15.40 |
| Total Rail | 2,372,235 | 0 | 0 | 0 | 0 | 124,890 | 0 | 0 | 2,497,125 | 13,523,974 | (11,026,849) | 18.46 |
| Commuter Assistance Program | | | | | | | | | | | | |
| Reg Transit Information Center | 772 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 772 | 43,500 | (42,728) | 1.77 |
| Rideshare Programs | 60,668 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 60,668 | 291,000 | (230,332) | 20.85 |
| Total Commuter Assistance | 61,440 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 61,440 | 334,500 | (273,060) | 18.37 |
| Planning and Programming | | | | | | | | | | | | |
| TDA Administration | 0 | 6,232,457 | 0 | 0 | 0 | 0 | 0 | 0 | 6,232,457 | 33,344,066 | (27,111,609) | 18.69 |
| Transportation Programming | 1,904 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1,904 | 64,400 | (62,496) | 2.96 |
| Regional Transportation Planning | 39,001 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 39,001 | 570,300 | (531,299) | 6.84 |
| Airport Land Use Commission | 29 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 29 | 14,000 | (13,971) | 0.21 |
| Regional Transit Planning | 87,803 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 87,803 | 1,520,106 | (1,432,303) | 5.78 |
| Freight Movement | 1,500 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1,500 | 12,200 | (10,700) | 12.30 |
| Total Planning and Programming | 130,237 | 6,232,457 | 0 | 0 | 0 | 0 | 0 | 0 | 6,362,694 | 35,525,072 | (29,162,378) | 17.91 |
| General Government | | | | | | | | | | | | |
| Community Outreach | 90,405 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 90,405 | 264,400 | (173,995) | 34.19 |
| State and Federal Relations | 37,823 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 37,823 | 105,200 | (67,377) | 35.95 |
| Management and Administration | 84,371 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 84,371 | 326,700 | (242,329) | 25.83 |
| Total General Government | 212,599 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 212,599 | 696,300 | (483,701) | 30.53 |
| Total Expenditures | 4,576,502 | 6,232,457 | 0 | 100,038 | 0 | 124,890 | 7,851,201 | 316,944 | 19,202,032 | 92,760,465 | (73,558,433) | 20.70 |

For Management Reporting Purposes Only

VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE FOUR MONTHS ENDED OCTOBER 31, 2019

| | General | LTF | STA | SAFE | SGR | SPBL | VCTC | Valley | Fund | Budgeted | Variance | % Year |
|--|---------------------|---------------------|---------------------|---------------------|------------------|-------------------|---------------------|---------------------|----------------------|----------------------|---------------------|---------------|
| | Fund Actual | Actual | Actual | Actual | Actual | Actual | Intercity Actual | Express Actual | Totals | Actual | Actual | |
| Revenues over (under) expenditures | (2,793,456) | 486,255 | 0 | 44,581 | 0 | 113,669 | (5,963,170) | 844,747 | (7,267,374) | (10,217,400) | 2,950,026 | 71.13 |
| Other Financing Sources | | | | | | | | | | | | |
| Transfers Into GF From LTF | 4,847,533 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4,847,533 | 5,701,343 | (853,810) | 85.02 |
| Transfers Into GF From STA | 10,656 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10,656 | 3,161,831 | (3,151,175) | 0.34 |
| Transfers Into GF From SAFE | 14,454 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14,454 | 34,200 | (19,746) | 42.26 |
| Transfers Into GF From SPBL | 19,544 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19,544 | 128,100 | (108,556) | 15.26 |
| Transfers Into SPBL From LTF | 0 | 0 | 0 | 0 | 0 | 19,544 | 0 | 0 | 19,544 | 128,100 | (108,556) | 15.26 |
| Transfers Into SPBL From STA | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 524,200 | (524,200) | 0.00 |
| Transfers Into VI From STA | 0 | 0 | 0 | 0 | 0 | 0 | 6,988,893 | 0 | 6,988,893 | 9,707,630 | (2,718,737) | 71.99 |
| Transfers Out of LTF Into GF | 0 | (4,847,533) | 0 | 0 | 0 | 0 | 0 | 0 | (4,847,533) | (5,701,343) | 853,810 | 85.02 |
| Transfers Out of LTF Into SPBL | 0 | (19,544) | 0 | 0 | 0 | 0 | 0 | 0 | (19,544) | (128,100) | 108,556 | 15.26 |
| Transfers Out of STA Into GF | 0 | 0 | (10,656) | 0 | 0 | 0 | 0 | 0 | (10,656) | (2,672,169) | 2,661,513 | 0.40 |
| Transfers Out of STA Into SPBL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (524,200) | 524,200 | 0.00 |
| Transfers Out of STA Into VI | 0 | 0 | (6,988,893) | 0 | 0 | 0 | 0 | 0 | (6,988,893) | (9,707,630) | 2,718,737 | 71.99 |
| Transfers Out of SAFE Into GF | 0 | 0 | 0 | (14,454) | 0 | 0 | 0 | 0 | (14,454) | (34,200) | 19,746 | 42.26 |
| Transfers Out SPBL Into GF | 0 | 0 | 0 | 0 | 0 | (19,544) | 0 | 0 | (19,544) | (128,100) | 108,556 | 15.26 |
| Total Other Financing Sources | 4,892,187 | (4,867,077) | (6,999,549) | (14,454) | 0 | 0 | 6,988,893 | 0 | 0 | 489,662 | (489,662) | 0.00 |
| Net Change in Fund Balances | 2,098,731 | (4,380,822) | (6,999,549) | 30,127 | 0 | 113,669 | 1,025,723 | 844,747 | (7,267,374) | (9,727,738) | 2,460,364 | 74.71 |
| Beginning Fund Balance w/o capital assets | 2,297,167 | 11,311,532 | 15,217,900 | 5,141,310 | 25,362 | | 0 | 2,608,974 | 36,602,245 | 33,572,663 | 3,029,582 | 109.02 |
| Long-term Pension/OPEB/Vacation Adjustment* | (1,723,355) | 0 | 0 | 0 | 0 | (118,770) | 0 | 0 | (1,842,125) | 0 | (1,842,125) | 0.00 |
| Ending Fund Balance | \$ 2,672,543 | \$ 6,930,710 | \$ 8,218,351 | \$ 5,171,437 | \$ 25,362 | \$ (5,101) | \$ 1,025,723 | \$ 3,453,721 | \$ 27,492,746 | \$ 23,844,925 | \$ 3,647,821 | 115.30 |

*Government Accounting Standards Board (GASB) Statements 68 and GASB 75 require full accrual of pension and OPEB liabilities, deferred inflows and deferred outflows on financial statements. These calculations are updated annually.

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF OCTOBER 31, 2019**

As stated in the Commission's investment policy, the Commission's investment objectives are safety, liquidity, return on investment, prudence, diversification 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 comply 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 | \$2,949.20 | 0.08% | \$ 6,883,771.93 |
| County of Ventura | Treasury Pool | N/A | 0.00 | 0.00% | 20,735,306.61 |
| LAIF | State Pool | N/A | 15,761.44 | 2.34% | 4,974,368.73 |
| Total | | | \$18,710.64 | | \$32,593,447.27 |

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, SGR 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.

Wells Fargo Bank, County of Ventura and LAIF statements are the source for provided information.

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Item #8D

December 6, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: THAO LE, SENIOR ACCOUNTANT
SALLY DEGEORGE, FINANCE DIRECTOR**

SUBJECT: INSURANCE COVERAGE RENEWAL

RECOMMENDATION:

- Ratify the insurance renewal as presented for a total insurance cost of \$255,226 funded as part of the operational cost/indirect cost allocation plan in the Fiscal Year 2019/2020 Budget.

BACKGROUND:

Over the normal course of business, the Commission is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors or omissions; and natural disasters. The Commission protects itself against such losses by a balanced program of risk retention, risk transfer and the purchase of commercial insurance. Capital projects and rail properties are protected through a combination of commercial insurance, insurance required by Commission consultants and a self-insurance fund established by the Southern California Regional Rail Authority (SCRRA). The Commission's worker's compensation insurance is covered through the State Compensation Insurance Fund.

In September 2012 the Commission engaged Alliant Insurance Services, Inc. to be VCTC's insurance broker. Since then Alliant has assisted VCTC in obtaining insurance through several providers. In November 2017 after another request for proposal process, the Commission contracted for an additional five years with Alliant. Alliant continues to expertly assist VCTC staff by providing recommendations for activity appropriate coverage.

DISCUSSION:

In mid-October, Alliant provided VCTC with an insurance proposal for General Liability, Excess Liability, Public Officials Liability, and Crime after marketing VCTC's insurance needs. Normally an insurance proposal would be brought to the Commission at the November meeting for approval, but the November meeting was canceled.

The property insurance was renewed with the Alliant Special Property Insurance Program on July 1, 2019. The remaining insurances were renewed on November 20, 2019. Detailed information is provided in the 2019/2020 proposals as separate attachments. The following is a summary of the insurance renewals:

- Property – The current policy is with the Alliant Special Property Insurance Program and Alliant recommended continuing with the current provider with a premium of \$8,189, the increase of \$1,491 was due to commercial property carriers experiencing multiple years of large losses from severe storms and wildfires. Insurance carriers have been increasing prices or withdrawing from the market and pulling back from offering the low pricing. There were no significant changes to the policy.
- General Liability – The current provider is Indian Harbor Insurance Company (XL Catlin). Alliant recommended renewing with Indian Harbor/XL Catlin Insurance for the general liability insurance with a premium of \$98,208, an increase of \$4,875 from the previous year. This policy continues to exclude claims arising out of train and bus operations, but VCTC is covered through SCRRA for Metrolink and through MV and Roadrunner for bus operations. There are no significant changes to the policy.
- Excess Liability – The current provider is Indian Harbor Insurance Company (XL Catlin) and Arch Specialty Company. Alliant recommended renewing with Indian Harbor/XL Catlin and Arch Specialty Insurance for excess liability insurance with a premium of \$69,003, an increase of \$6,863 from the previous year. Alliant has indicated that the excess liability market in California has hardened especially for public entity risks and with VCTC's unique risk profile, there isn't a lot of interest in this market. There are no significant changes to the policy.
- Public Officials Liability (POL), Public Entity Liability (PEL) and Employment Practices Liability (EPL) – The current policy is with Indian Harbor Insurance Company with a premium of \$75,880, the same cost as last year. Alliant recommended renewing with the current provider. There are no significant changes to the policy.
- Crime – The current policy is with National Union Fire Insurance Company with a premium of \$3,946, the same cost as last year. Alliant recommended renewing with the current provider. There are no significant changes to the policy.

The overall premium increase for the five insurances presented above is 5% or \$13,229, for a total of \$255,226.



Item #8E

December 6, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: JUDITH JOHNDUFF, PROGRAM MANAGER
SUBJECT: ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT (TDA) FISCAL YEAR (FY) 2019/20 ARTICLE 3 BIKE PATH MAINTENANCE FUNDS

RECOMMENDATION:

- Approve the allocation of Fiscal Year 2019/2020 Transportation Development Act (TDA) Article 3 Bike Path Maintenance Funds totaling \$182,958 as shown in the attached Table.

BACKGROUND:

Pursuant to California PUC Section 99233.3, two percent (2%) of Transportation Development Act (TDA) Local Transportation Funds are set aside for planning, constructing and maintaining bicycle and pedestrian facilities. In Ventura County 25% of the TDA Article 3 Bicycle/Pedestrian funds are set aside for maintenance of Class I pathways based upon the proportional share of pathway miles within each jurisdiction. The remainder of the annual TDA Article 3 Bicycle/Pedestrian funding is allocated on a competitive basis for projects that foster an increase in bicycling and walking.

DISCUSSION:

This year there is an estimated \$182,958 (25%) of FY19/20 Article 3 funds available for distribution to local jurisdictions for Class I Bike Path maintenance. Agencies were asked to review and update the mileage information for their jurisdictions. The attached table provides a breakdown of Class I Bicycle Path mileage reported by each jurisdiction and their recommended proportional share of the FY19/20 TDA Article 3 maintenance funds.

The Article 3 Bike Path Maintenance Funds were reviewed and approved by the Transportation Technical Advisory Committee (TTAC) on November 21, 2019.

Staff recommends the Commission approve the allocations as presented in the Attached Table.

| Recommended Allocations for FY 19/20 TDA Article 3 Maintenance | | |
|---|-----------------------------|-----------------------------------|
| Agency | Existing Class I Mileage | Class I Maintenance Allocation |
| Simi Valley | 13.6 | \$29,878 |
| Oxnard | 2.54 | \$5,580 |
| Ojai | 0.4 | \$879 |
| San Buenaventura | 32.2 | \$70,740 |
| Thousand Oaks | 3 | \$6,591 |
| County | 13 | \$28,560 |
| Port Hueneme | 5.1 | \$11,204 |
| Camarillo | 4.4 | \$9,666 |
| Santa Paula | 1.8 | \$3,954 |
| Fillmore | 4.84 | \$10,633 |
| Moorpark | 2.4 | \$5,273 |
| TOTAL | 83.28 | \$182,958 |



Item #8F

December 6, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: MARTIN R. ERICKSON, PUBLIC TRANSIT DIRECTOR
SUBJECT: AUTHORIZE REQUEST FOR PROPOSAL (RFP) FOR AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION SERVICES

RECOMMENDATION:

- Authorize staff to release the attached RFP for ADA Certification Services, with proposals due February 3, 2020.

BACKGROUND:

The ADA mandates that each public entity operating a fixed-route transit system provide complementary paratransit service to individuals whose functional disabilities prevent use of accessible fixed-route bus systems. Each public transit agency is required to establish a certification process for determining ADA paratransit eligibility for complementary paratransit service. In Ventura County, the local transit operators have agreed that VCTC should operate a uniform ADA certification program covering the entire county. In May 2015, the Commission approved a contract with Mobility Management Partners, Inc. (MMP) to provide the certification service. This contract expired on June 30, 2018, with provision for two optional one-year extensions, with the Commission having exercised both extensions. Thus, the final extension allowed by the original contract will expire June 30, 2020.

DISCUSSION:

VCTC staff has worked with the staff of the transit operators to develop the scope of work that is included in the attached ADA Certification Services RFP. A meeting of the transit operators was held at VCTC on November 8 to discuss and take input on the RFP. The base contract is proposed to carry a three-year term, with provisions for one two-year extension. Similar to the last ADA certification services contract, this proposal provides for a contract whereby VCTC will pay a fixed amount, subject to a previously agreed-upon adjustment should the number of evaluations fluctuate beyond certain thresholds.

The approach proposed in the Scope of Work emphasizes the use of a two-step evaluation process, with the first step consisting of an initial review of the documents for completion and an evaluation of what additional information is needed; and the second step consisting of the more detailed evaluation which for new applicants will generally include a personal interview, possibly with a functional evaluation. This approach was put into place for the first time under the current contract and it has resulted in a significantly faster process for certifications. The Commission also directed staff to include online applications in the current contract, and that requirement is included in this RFP. The RFP encourages proposers to provide upgraded online capability

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Based on the cost of the current ADA contract and allowing a reasonable figure for an increase in the new contract, staff estimates that the contract for the three-year base period will be \$900,000, or about \$300,000 per year.

Staff intends to release the attached RFP subsequent to Commission authorization, and return to the Commission in March with a recommendation for contract award.



Item #8G

December 6, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: REQUEST FOR PROPOSALS FOR PROFESSIONAL AUDITING SERVICES

RECOMMENDATION:

- Authorize staff to release a Request for Proposals (RFP) for Professional Auditing Services for the Ventura County Transportation Commission.

DISCUSSION:

In 2015, the Ventura County Transportation Commission (VCTC) entered into a contract with the Pun Group to perform financial audits for the period of three years with an option for two additional one-year periods. With the completion of the Fiscal Year 2018/2019 audit, the contractual periods have expired.

Therefore, VCTC staff is requesting the Commission's authorization to release a Request for Proposals (RFP) for Professional Auditing Services (see Attachment 1). The initial term of the contract will be for three years commencing with Fiscal Year 2019/2020 with an option for one two-year extension. Funding for the audit is included in the VCTC budget. Staff plans to bring back a recommendation for an auditing firm at the March 2020 VCTC meeting.

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Item #8H

December 6, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: HEATHER MILLER, TRANSIT PLANNER

SUBJECT: QUARTERLY VCTC BUS AND RAIL TRANSIT RIDERSHIP AND PERFORMANCE MEASURES REPORT

RECOMMENDATION:

- Receive and File.

DISCUSSION:

In an effort to continue VCTC's objective to become a more data driven and transparent organization, VCTC provides quarterly reports that detail ridership, performance measures, and goals for the VCTC Intercity Bus transit and Metrolink/LOSSAN rail services. In March 2019, VCTC presented its first comprehensive bus and rail combined report; this report covers the first quarter of the new fiscal year.

Overall, the VCTC Intercity commuter bus service saw weekday ridership increasing 1% although declines were seen on weekend service and system-wide, ridership declined 2% compared to the same quarter last year. Operation costs, hours and miles remained relatively stable. Passenger revenue declined 6% likely due to the dip in ridership on the costlier inter-county Coastal Express service. The "Free College Ride" program continues to see success with local students, providing nearly 200,000 passenger trips on Intercity service since its launch. The program was approved for a second year and will continue through the 2019-20 academic year. Adjustments to routes also continue as performance is evaluated through the Key Performance metrics included in this report. The upcoming January 2020 schedule change will reflect improvement efforts in on-time performance and efficiencies of service.

The intent of presenting this report is twofold: 1. To establish a quarterly reporting method of the bus and rail ridership and performance measures to the Commission; and 2. to memorialize what has been internal staff practice over the years in tracking transit performance measures and utilizing planning guidelines to develop new service, and improve existing service. The data reports are built around the four following priorities of VCTC transit service provision:

1. Safety
2. Increasing Mobility and Transportation for as Many People as Possible
3. Providing Effective, Efficient and Reliable Service
4. Providing Outstanding Customer Service

The attached report includes First Quarter (July-August-September) FY 2019-2020 Performance Metrics

VCTC Transit Key Performance Measures Quarterly Report

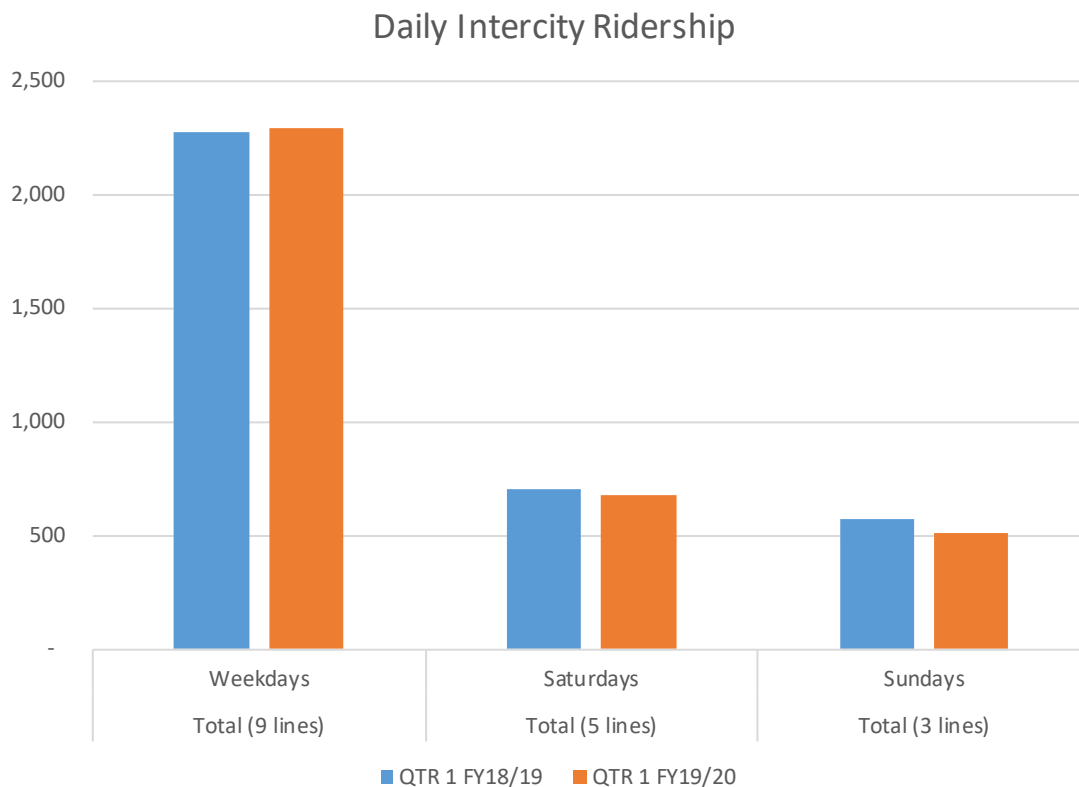
First Quarter FY 2019-2020

First Quarter FY 2019-2020 (Jul-Aug-Sep) Intercity Bus Performance Measures and Goals

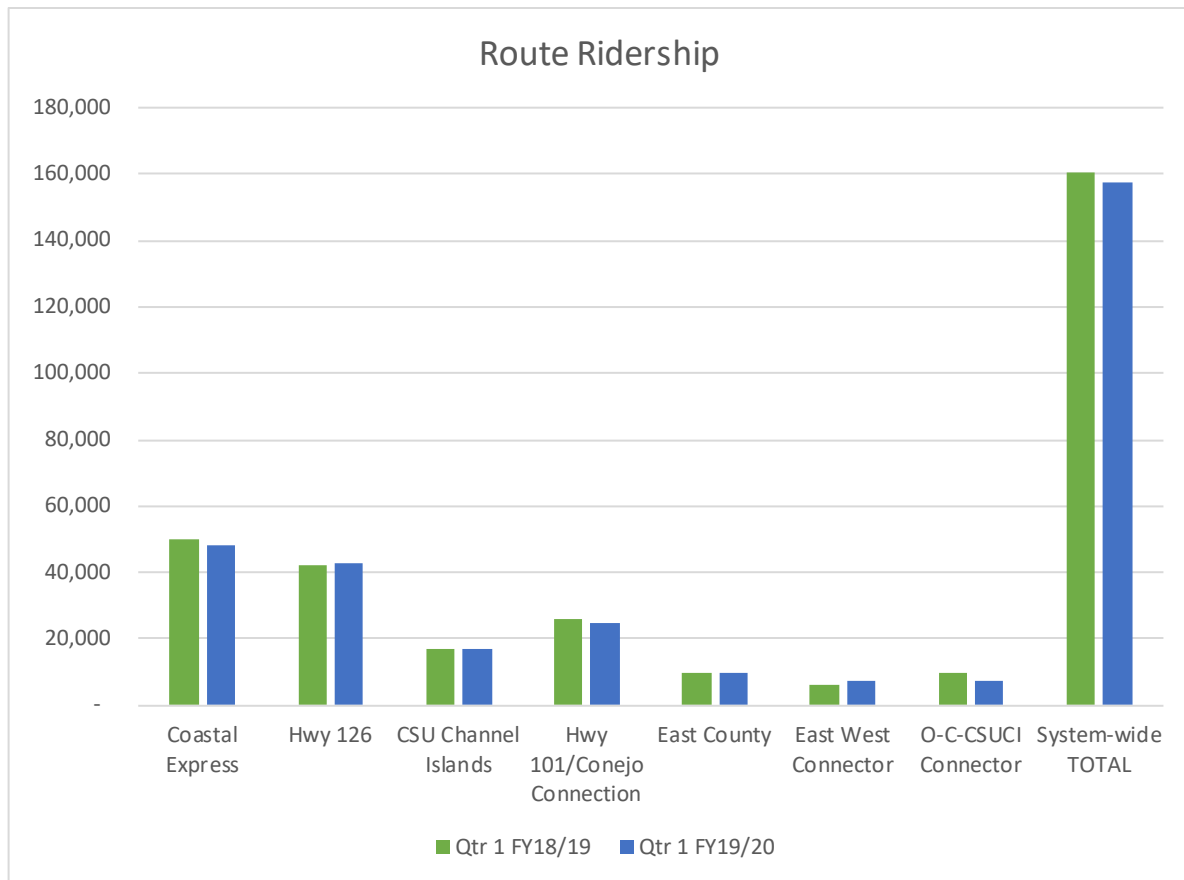
Ridership

Performance goal: Increase in passengers quarter over quarter

The figure below provides 1st quarter FY 2019-2020 Weekday, Saturday and Sunday system-wide daily ridership totals compared to the same quarter last year. Overall, system ridership declined 2% compared to the same quarter last year; however, weekday system-wide ridership increased 1% overall while weekend service declined 5% and 12% for Saturdays and Sundays respectively.



| Systemwide | DAY | QTR 1 FY18/19 | QTR 1 FY19/20 | % Change |
|-----------------|-----------|---------------|---------------|----------|
| Total (9 lines) | Weekdays | 2,275 | 2,296 | 1% |
| Total (5 lines) | Saturdays | 709 | 677 | -5% |
| Total (3 lines) | Sundays | 574 | 508 | -12% |



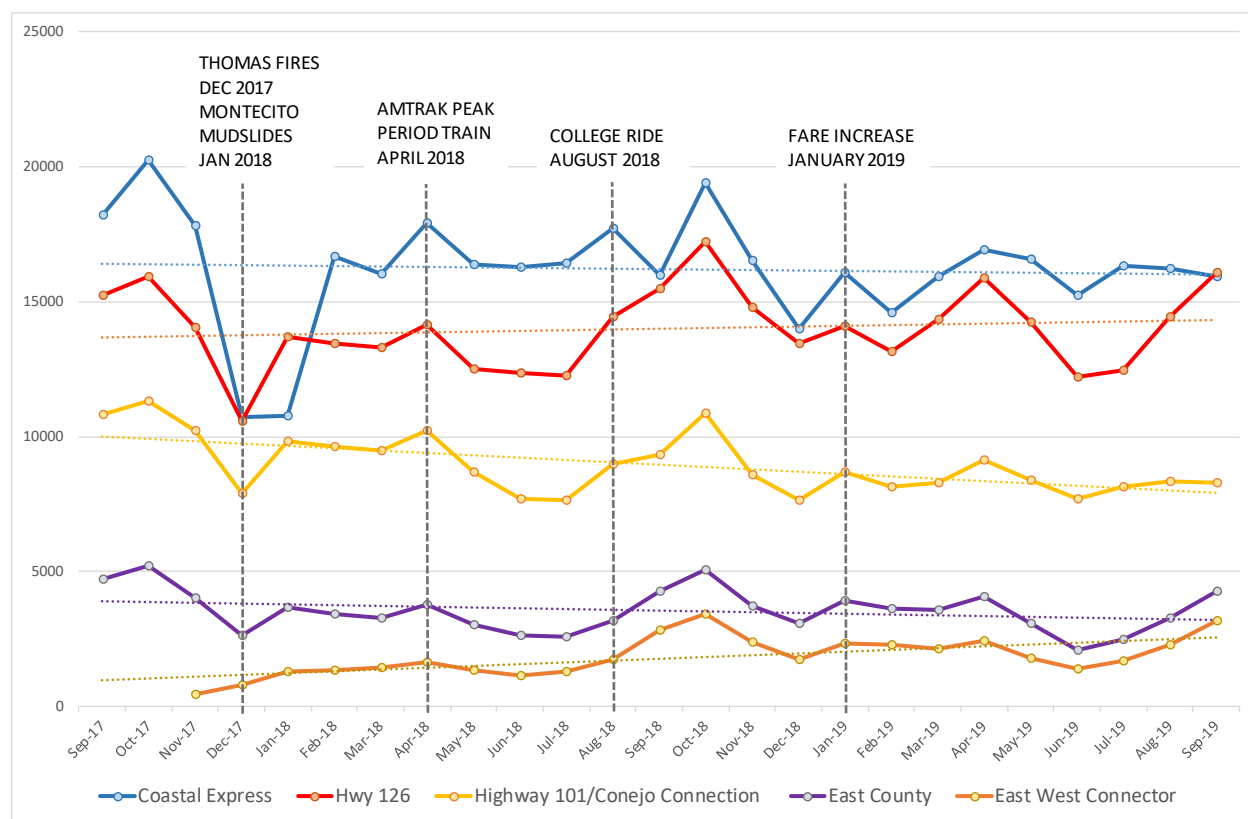
| Route # | Line | Qtr 1 FY18/19 | Qtr 1 FY19/20 | % Change |
|--------------------------|---------------------------|----------------|----------------|------------|
| 80-89 | Coastal Express | 50,151 | 48,487 | -3% |
| 60-62 | Hwy 126 | 42,189 | 42,997 | 2% |
| 90,97 (99) | CSU Channel Islands | 16,846 | 17,035 | 1% |
| 50-55 | Hwy 101/Conejo Connection | 25,983 | 24,766 | -5% |
| 70-73 | East County | 10,021 | 10,042 | 0% |
| 77 | East West Connector | 5,895 | 7,175 | 22% |
| 96 | O-C-CSUCI Connector | 9,527 | 7,233 | -24% |
| System-wide TOTAL | | 160,612 | 157,735 | -2% |

Two notable changes to service in the past year included a fare increase implemented in January 2019 and the semi-annual service schedule change implemented in mid-August 2019

The Oxnard-Camarillo-CSUCI Connector, a grant funded demonstration route launched in 2016, was discontinued with the August 2019 schedule change due to underperformance. Additionally, Routes 90 and 97, also serving CSU Channel Islands, were combined into a single Route 99, serving Oxnard, Camarillo and the CSUCI campus to provide a “one seat” trip to end destinations rather than the transfer required for the two routes previously. However, since the change, on-time performance proved to suffer with the singular route. In order to remediate on-time issues, the two-route system serving the Channel Islands area will be reinstituted in the upcoming January 2020 schedule change.

For the quarter, Zone 2 (inter-county) routes Highway 101/Conejo Connection and the Coastal Express declined between 3% and 5% while the remainder of routes (Zone 1 or intra-county) gained ridership between 1% and 22%. Students participating in the “Free College Ride” program more frequently use Zone 1 service including CSU Channel Islands, Route 126, and the East County routes.

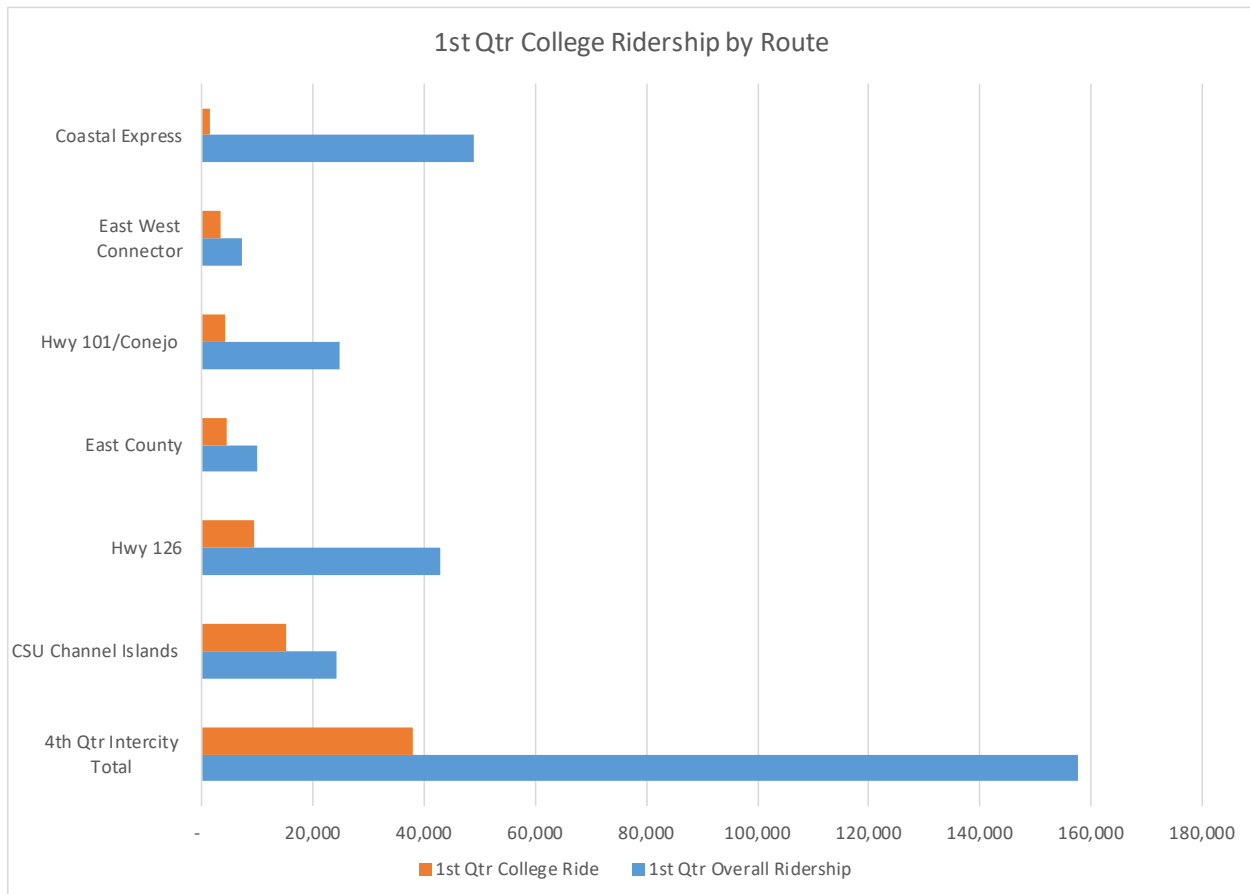
Almost two years later, both Coastal Express and Highway 101/Conejo have regained ridership but never fully recovered from the severe drop experienced during the Thomas Fires of December 2017 as shown in the graph below. Highway 126 continues to see growth in ridership. Notably, for the first time, Highway 126 ridership surpassed that of the Coastal Express in the month ending the quarter. The East West Connector service celebrates its two-year anniversary in November 2019 and continues to see growth in ridership with an increase of 22% for the quarter.



College Ride Ridership

In the 1st quarter of FY 2019/20, 24% of Intercity passengers were “College Riders.” CSU Channel Island routes saw 62% of ridership or 15,000 passengers using this program. Highway 126 route carried almost 10,000 student passengers from the Fillmore and Santa Paula area. Nearly half of the East County and East West Connector routes were students using the College Ride program. Even with the summer recess to mid-August, the program was well utilized through the end of the summer increasing to close to 38,000 passengers for the 1st quarter, up from 33,505 last quarter. The College Ride program so far has provided nearly 200,000 passenger trips on Intercity service alone since inception. Transit agencies

throughout the County are participating in the program. The grant funding was approved for another year, allowing an extension of the program through the upcoming 2019-2020 academic year.



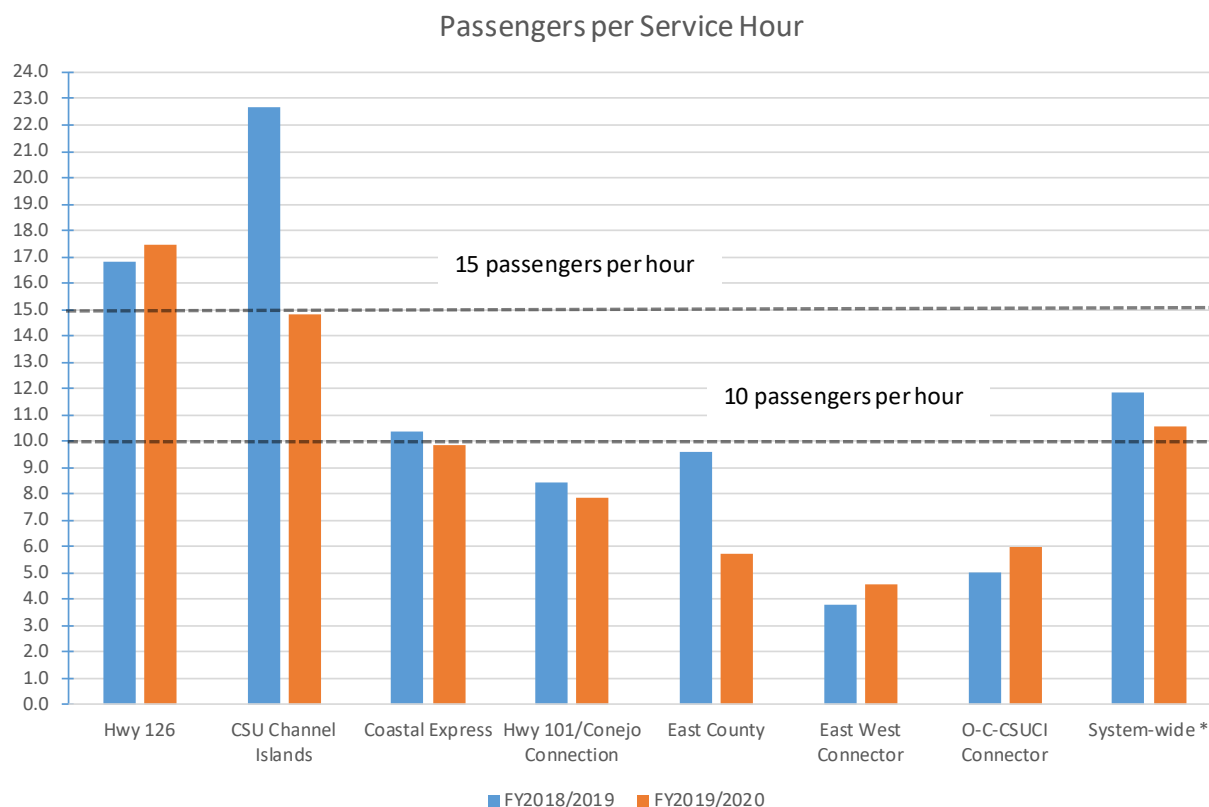
| Route | 1st Qtr Overall Ridership | 1st Qtr College Ride | % College Ride |
|--------------------------------|---------------------------|----------------------|----------------|
| CSU Channel Islands | 24,268 | 15,076 | 62% |
| Hwy 126 | 42,997 | 9,462 | 22% |
| East County | 10,042 | 4,368 | 43% |
| Hwy 101/Conejo | 24,766 | 4,087 | 17% |
| East West Connector | 7,175 | 3,415 | 48% |
| Coastal Express | 48,777 | 1,391 | 3% |
| 1st Qtr Intercity Total | 157,735 | 37,799 | 24% |

Productivity & Efficiency of Service

Performance goal: “Trunk” routes (designed to connect cities via local freeway and arterial streets and with few stops) carry at least 10 passengers per hour and “commuter” routes (peak period routes to employment centers with fewer stops and longer distances) carry at least 15 passengers per hour.

1st Quarter: 10.6 passengers per hour average system-wide

In the 1st Quarter of FY 2019/20, Highway 126, CSU Channel Islands and Coastal Express routes met or exceeded standards while remaining routes fell short of the performance goal. Overall, Intercity service (excluding demonstration routes in less than three years of service) averaged 10.6 passengers per hour for the quarter, down from the previous year’s quarter. The alteration of the Channel Islands service to take on more service hours and weekend service impacted that route’s passenger/hr average. A return to the service’s two route structure in the upcoming January 2020 service change albeit still taking on weekend service should improve this average moving forward. Low performing O-C-CSUCI was eliminated in the mid-August service change. The new East West Connector continues to see improvement.



| Passengers Per Hour | | 1st Quarter | | | Performance |
|----------------------|---------------------------|-------------|-------------|-------------|--------------|
| Routes # | Line | FY2018/2019 | FY2019/2020 | % Change | Goal |
| 60-62 | Hwy 126 | 16.8 | 17.5 | 4% | 10-15 |
| 90,97 | CSU Channel Islands | 22.7 | 14.8 | -35% | 15 |
| 80-89 | Coastal Express | 10.4 | 9.8 | -5% | 10-15 |
| 50-55 | Hwy 101/Conejo Connection | 8.4 | 7.9 | -7% | 10-15 |
| 70-73 | East County | 9.6 | 5.7 | -40% | 10 |
| 77 | East West Connector | 3.8 | 4.6 | 20% | 10 |
| 96 | O-C-CSUCI Connector | 5.0 | 6.0 | 19% | 10 |
| System-wide * | | 11.8 | 10.6 | -11% | 10-15 |

** Excludes East West Connector and O-C-CSUCI.*

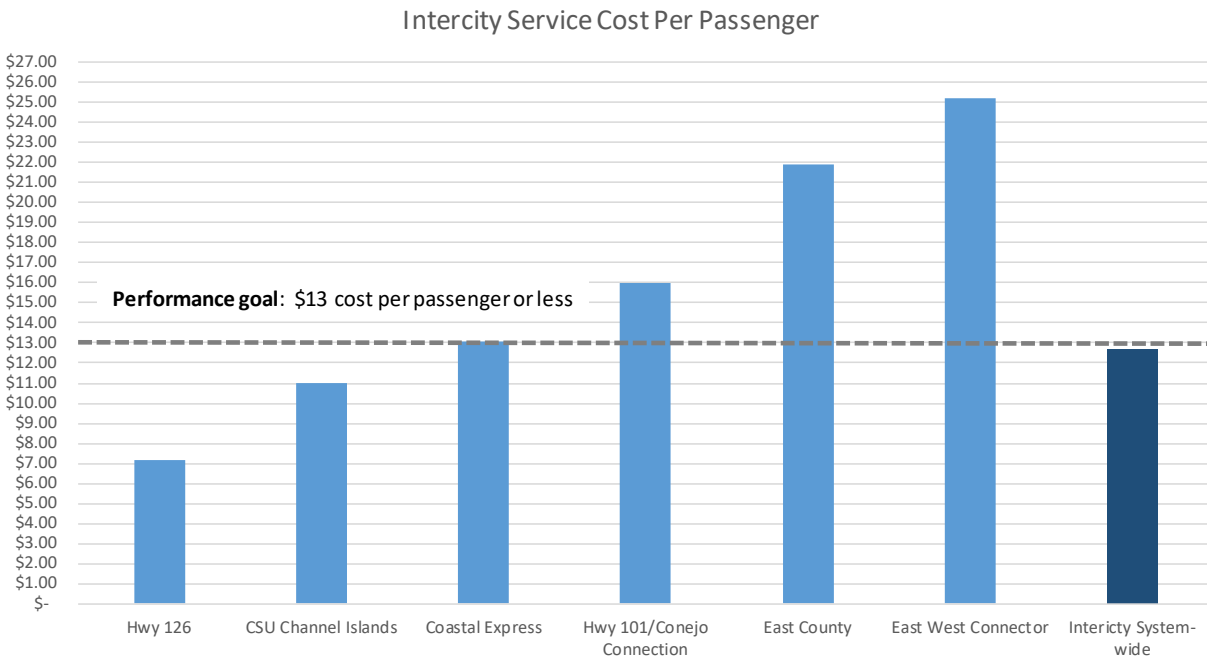
Operating Costs and Revenue

Operating Costs

Performance goal: Less than \$13.00 cost per passenger (adjusted annually according to CPI)

1st Quarter: \$12.14 system-wide average cost per passenger

High ridership routes saw the lowest cost per passenger with Highway 126, CSU Channel Islands and Coastal under the cost per passenger performance goal. Longer distance routes to the East County with fewer passengers exceeded the cost per passenger goal.



Costs, revenue hours and revenue miles remained stable with relatively little change in the quarterly comparison as shown in the table below. Cost per passenger increased 4%.

| System-wide* | Qtr 1 FY2018/2019 | Qtr 1 FY2019/2020 | Qtr % Change |
|-----------------------------|--------------------------|--------------------------|---------------------|
| Revenue Miles | 389,557 | 392,337 | 1% |
| Revenue Hours | 16,379 | 16,231 | -1% |
| Operating Cost | \$ 2,142,205 | \$ 2,159,884 | 1% |
| Passenger Revenue | \$ 260,620 | \$ 244,360 | -6% |
| Operating Cost less Revenue | \$ 1,881,585 | \$ 1,915,524 | 2% |
| Cost per Hour | \$ 115 | \$ 118 | 3% |
| Cost per Mile | \$ 4.83 | \$ 4.88 | 1% |
| Passengers | 160,612 | 157,735 | -2% |
| Cost per Passenger | \$ 11.72 | \$ 12.14 | 4% |

** includes demonstration routes (O-C-CSUCI & East-West Connect)*

Revenue

Performance goal: 25% farebox recovery ratio

1st Quarter: 27.6%

Farebox recovery ratio (FRR) is a ratio of passenger fares and other locally generated revenues divided by operating costs. Revenue typically includes passenger fares but may also include revenue generated by local sales tax, assessment fees, bond proceeds, and other sources.

A system-wide Intercity fare increase went into effect on January 14, 2019 with a second phase fare increase scheduled for January 2020. Passenger Revenue dropped 6% attributable to lower ridership overall and likely the “Free College Ride” program with a reimbursement rate of \$1.10 per trip. In addition, the ridership decreases to more costly routes (Zone 2 inter-county) coupled with the increase in ridership on less costly routes (Zone 1 intra-county) likely contributed to a lower collection of passenger revenue. While cash fares remained consistent with last year’s quarter, pass sales declined.

Operating costs increased 1% while revenue declined by 6%. As such, the FRR dropped from 12% to 11% compared to the previous year’s quarter. With the addition of route guarantees for this fiscal year, however, the FRR increased slightly from 27.2% to 27.6%.

Passenger Revenue, Operating Cost and Farebox Recovery Ratio:

| System-wide* | Qtr 1 FY2018/2019 | Qtr 1 FY2019/2020 | % Change |
|---|--------------------------|--------------------------|-----------------|
| Operating Cost | \$ 2,142,205 | \$ 2,159,884 | 1% |
| Passenger Revenue | \$ 260,620 | \$ 244,360 | -6% |
| Farebox Recovery Ratio not including route guarantees | 12.2% | 11.3% | |
| Passengers | 160,612 | 157,735 | -2% |
| Revenue per Passenger | \$ 1.62 | \$ 1.55 | -5% |
| Cost per Passenger | \$ 12 | \$ 12 | 4% |
| Subsidy per Passenger | \$ 10 | \$ 11 | 5% |
| Passenger Revenue including Route Guarantees | \$ 583,065 | \$ 595,110 | 2% |
| Farebox Recovery Ratio including route guarantees | 27.2% | 27.6% | |

** includes demonstration routes (O-C-CSUCI & East-West Connect)*

Customer Satisfaction

Performance goal: Valid complaints are not to exceed ten (10) per 100,000 boarded passengers

1st Quarter: 2.5 valid complaints per 100,000 passenger boardings

Customer complaints are documented by VCTC when a rider reports dissatisfaction with the service. The complaint is then investigated for validity. VCTC's expectation is to respond to or resolve the complaint within five (5) days of the reported incident.

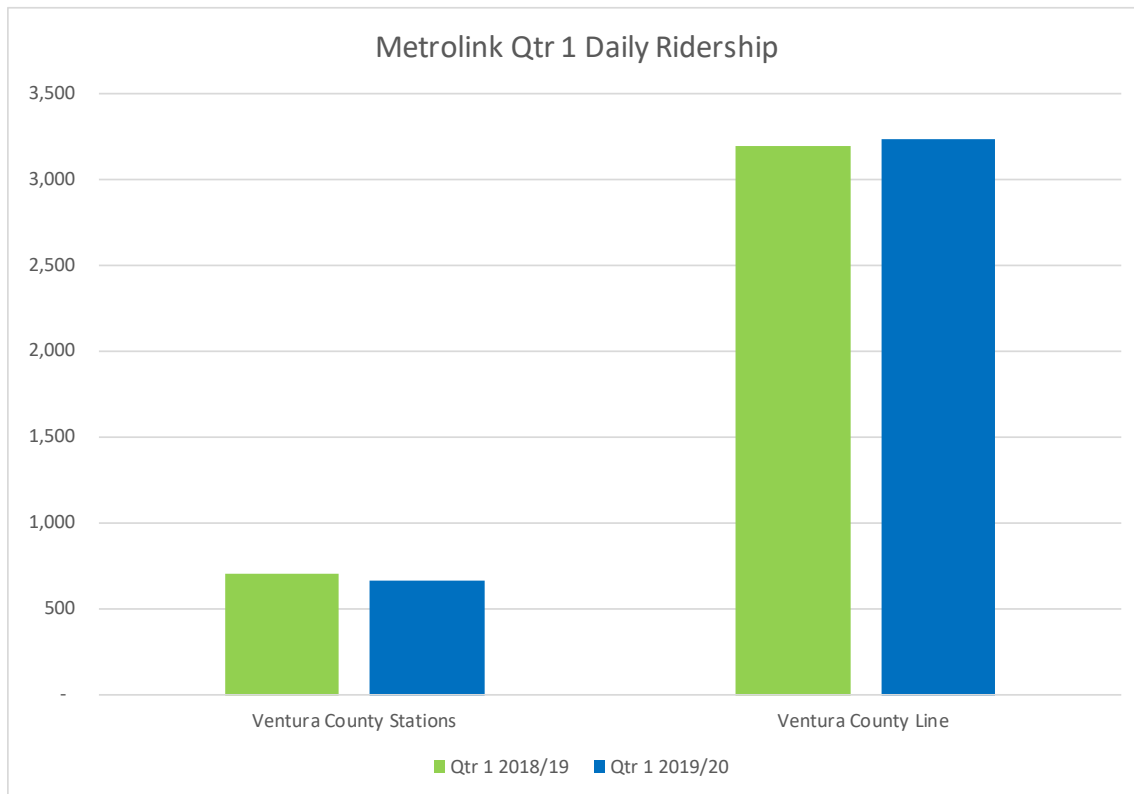
FY 2019-2020 Quarter 1 totaled four (4) valid complaints for 160,612 passenger trips, equal to 2.5 complaints per 100,000 passengers, a notable decline from last quarter's 13 complaint average.

Of the validated complaints, all were associated with driver activity. Two (2) were attributed to an inconsiderate driver, one (1) was attributed to a late bus and one (1) was related to unsafe driving. Drivers were counseled with respect to customer service and timely service and in the case of unsafe driving, the driver was both counseled and re-trained as reported by the operator RATP Dev.

First Quarter FY 2019-2020 Rail (Metrolink/Amtrak) Performance Measures

Metrolink Quarter over Quarter Ridership

Metrolink system-wide ridership in the 1st quarter of FY 2019-2020 was mostly flat compared to the same quarter last year. The Ventura County Line, ending at LA Station and including both Ventura County and LA County stations, increased 1.25% while stations within Ventura County saw decreases in ridership averaging just above 5%.



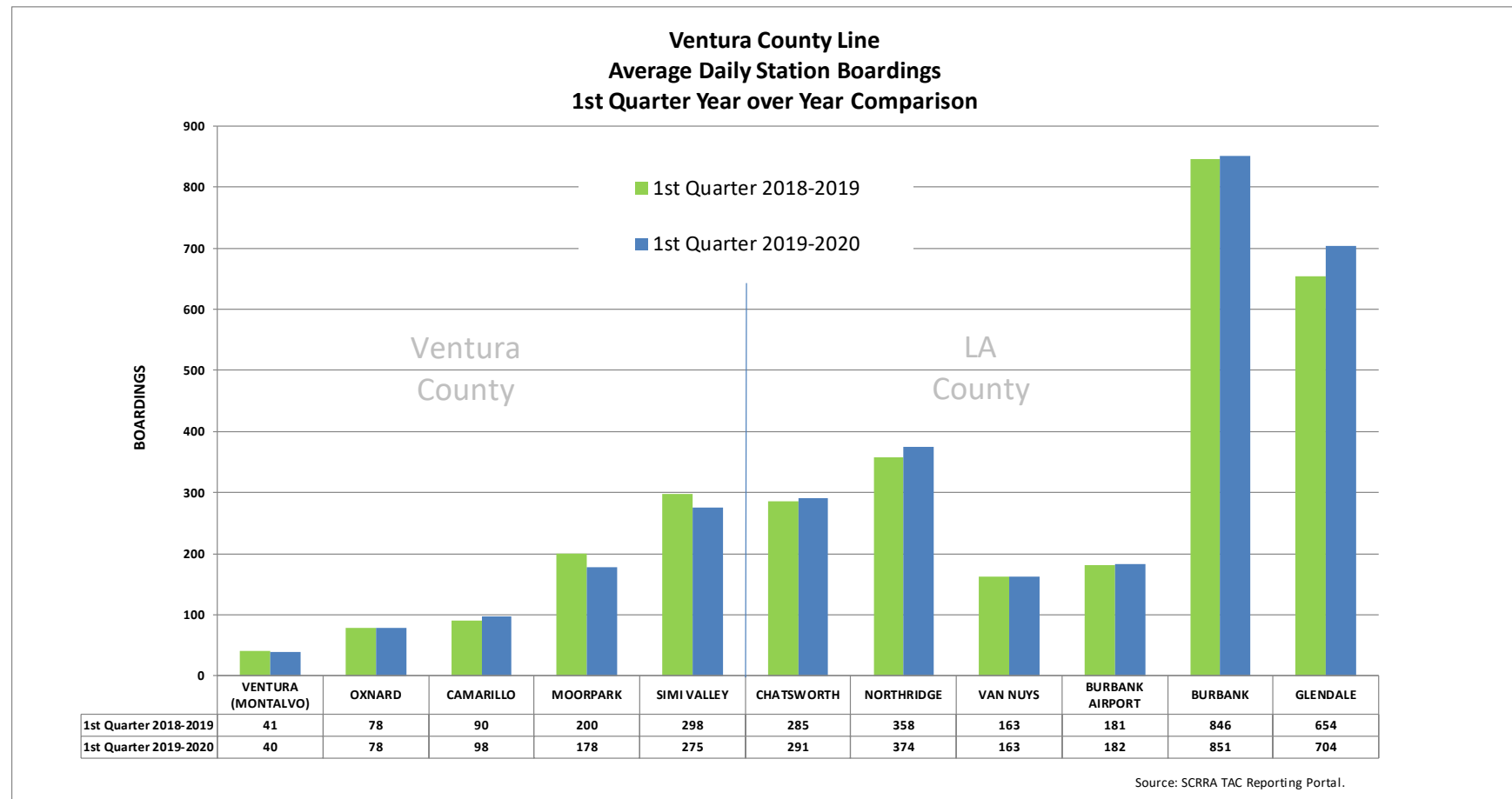
** East Ventura, Oxnard, Camarillo, Moorpark and Simi Valley.*

Daily Passenger Trips

| Qtr FY | Ventura County Stations | Ventura County Line | System Total |
|---------------|-------------------------|---------------------|--------------|
| Qtr 1 2018/19 | 707 | 3,195 | 38,619 |
| Qtr 1 2019/20 | 670 | 3,235 | 38,498 |
| Change | -5.23% | 1.25% | -0.31% |

Metrolink Ventura County Station 1st Qtr Daily Boardings

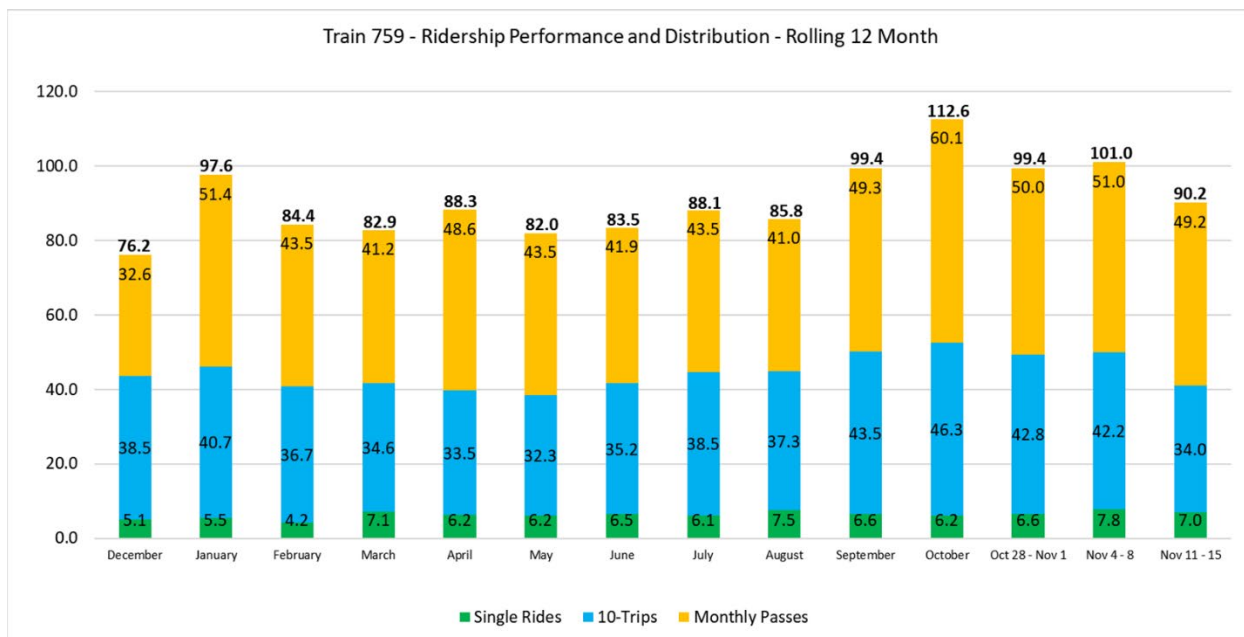
Ventura County Stations comprise roughly 21% of overall boardings on the Ventura County Line and saw a decrease in ridership of 5% this quarter compared to the same quarter last year. Camarillo boardings increased, but Moorpark and Simi Valley decreased. Oxnard and Ventura remained the same.



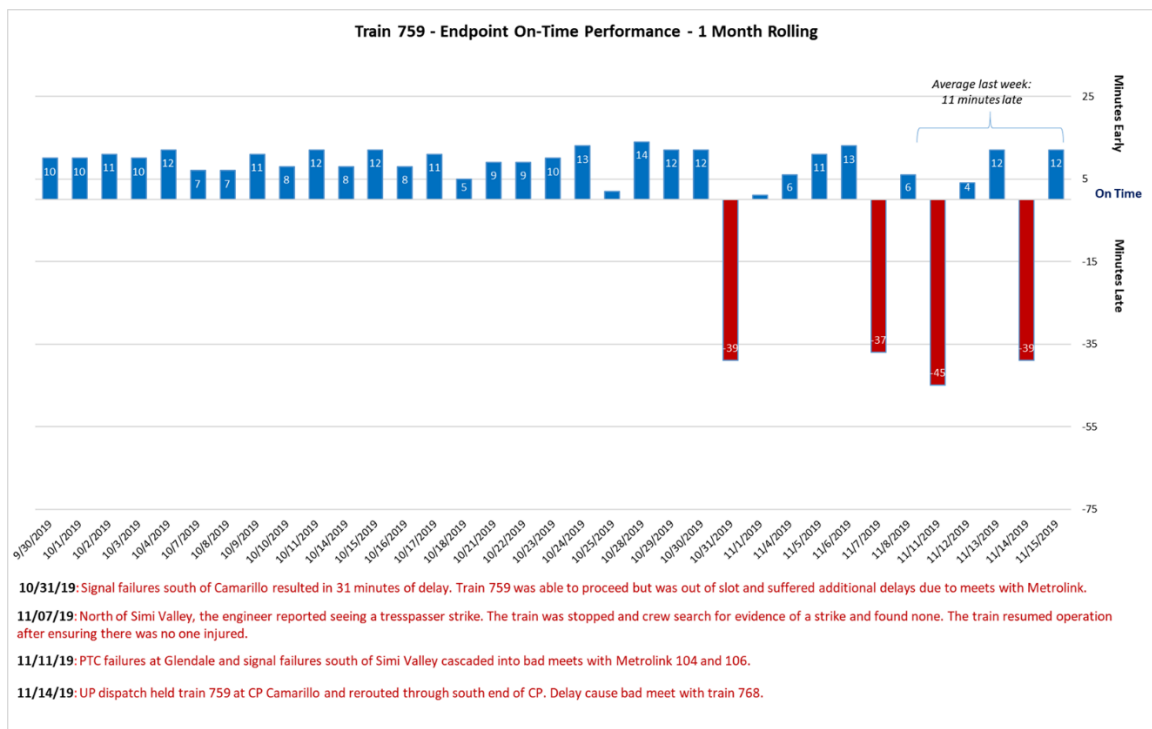
* East Ventura, Oxnard, Camarillo, Moorpark and Simi Valley.

Amtrak Peak Period Train

The following table provides rolling 12 Month peak period train (#759) ridership to Santa Barbara County from Ventura County stations. October's average peaked at over 112 riders.



The chart below provides endpoint on-time performance (OTP) for the month to date (11/15/2019). Arrival to the endpoint Goleta station averaged 11 minutes late for the last week primarily due to Positive Train Control (PTC) issues and signal failures.





Item #81

December 6, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: MARTIN R. ERICKSON, PUBLIC TRANSIT DIRECTOR

SUBJECT: FY 2020/21 TRANSPORTATION DEVELOPMENT ACT (TDA) UNMET TRANSIT NEEDS SCHEDULE, PROCEDURES AND DEFINITIONS OF “UNMET TRANSIT NEEDS” AND “REASONABLE TO MEET”

RECOMMENDATION:

- Review and Approve Unmet Transit Needs Schedule and Definitions.

DISCUSSION:

Each year, the State Transportation Development Act (TDA) requires a public hearing be held to discuss public transit. The process is conducted each year to collect requests for new or expanded transit service. Before allocating funds for non-transit purposes, staff determines if there are any unmet transit needs that are “reasonable to meet”. TDA statute allows VCTC to develop its own “unmet transit needs” and “reasonable to meet” definitions (Attachment A). The purpose of the annual public hearing is to take testimony on local and/or regional transit needs, and then develop findings that ensure that all reasonable transit needs are satisfied before TDA funds can be allocated for street and road purposes. The testimony is reviewed against adopted definitions describing what are “unmet transit needs” and what is “reasonable to meet”. A schedule for the FY 2020/21 Unmet Needs process and public hearing is included in Attachment B.

In the past, this process was applicable to the entire County and the format of the public hearing process occurred through a subcommittee of Commissioners. In 2014, TDA legislation changed and the counties with populations over 500,000 were required to use all TDA funds for transit. Ventura County received an exemption in the legislation so that cities with populations under 100,000 that were not part of the Gold Coast Transit District are eligible to use TDA funds for non-transit purposes. As of July 1, 2014, only the cities of Camarillo, Fillmore, Moorpark and Santa Paula can claim TDA funds for local street purposes. Additionally, on June 11, 2018, legislation allowed Thousand Oaks to spend TDA funds on streets on roads (even though the city is well over 100,000 population), thus including them in the Unmet Transit Needs process, which is now only applicable to the aforementioned cities.

For the past three years, VCTC has utilized an on-line comment tool, as well as social media and the VCTC website, for soliciting comments countywide, garnering hundreds of comments and facilitating the public’s ability to provide input. Additionally, VCTC chooses to hold its required public hearing at the regular Commission meeting (in large part to avoid schedule conflicts that arise with coordinating a

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separate unmet needs public hearing and hearing board). Moreover, having the hearing at a regular Commission meeting allows transit users interested in testifying to do so before the entire Commission instead of only a few Commissioners.

Additionally, staff will solicit input from the public through a survey, social media, feedback to the Regional Transit Information Center (RTIC), and community meetings. The hearing and Unmet Needs process will be advertised in the newspaper, on social media and mailing lists to passengers and community groups. The testimony and feedback will be reviewed by CTAC/SSTAC for discussion so they can take action appropriately prior to reviewing VCTC's staff recommendation. The CTAC/SSTAC also has the option of submitting a formal recommendation in addition to the staff recommendation to the May Commission meeting.

The definition of "unmet transit needs" and "reasonable to meet" remain unchanged from last year's adoption by the CTAC/SSTAC and the Commission and they are presented in the attachment for reference. CTAC/SSTAC adopted the definitions and criteria at their September 10, 2019 meeting.

Attachment A: Unmet Transit Needs Definition
Attachment B: FY 20/21 Unmet Needs Schedule

“UNMET TRANSIT NEED”

Public transportation services identified by the public with sufficient broad-based community support that have not been funded or implemented. Unmet transit needs identified in a government-approved plan must meet the definition of an unmet transit need. Sufficient broad-based community support means that persons who will likely use the service on a routine basis demonstrate support: at least 15 requests for general public service and 10 requests for disabled service.

Includes:

- Public transit services not currently provided to reach employment, medical assistance, shop for food or clothing, to obtain social services such as health care, county welfare programs and education programs. Service must be needed by and benefit the general public.
- Service expansions including new routes, significant modifications to existing routes, and major increases in service hours and frequency

Excludes:

- Operational changes such as minor route changes, bus stop changes, or changes in schedule
- Requests for minor extended hours
- Service for groups or individuals that is not needed by or will not benefit the general public
- Comments about vehicles, facilities, driver performance and transit organizational structure
- Requests for better coordination
- Requests for reduced fares and changes to fare restrictions
- Improvements funded or scheduled for implementation in the following year
- Future transportation needs
- Duplication or replacement of existing service

“REASONABLE TO MEET”

| Outcome | Definitions | Measures & Criteria |
|-------------------------------------|--|---|
| <i>Equity</i> | The proposed service will not cause reductions in existing transit services that have an equal or higher priority | Measures: Vehicle revenue service hours and revenue service miles. Criteria: Transit vehicle service hours and miles will not be reduced on existing routes to fund the proposed service |
| <i>Timing</i> | The proposed service is in response to an existing rather than future transit need | Criteria: Same as definition that proposed service is in response to an existing rather than future transit need; based on public input |
| <i>Feasibility</i> | The proposed service can be provided with the existing fleet or under contract to a private provider | Measure: Vehicle spare ratio: Transit system must be able to maintain FTA's spare ratio requirement of 20% (buses in peak service divided by the total bus fleet cannot fall below 20%). If less than 20%, can additional buses be obtained (purchased or leased) or can service be provided under contract to a private provider? |
| <i>Feasibility</i> | There are adequate roadways to safely accommodate transit vehicles | Measure & Criteria: Route inspection to determine adequacy of infrastructure to accommodate transit vehicles and passengers. |
| <i>Cost Effectiveness</i> | The proposed service will not unduly affect the operator's ability to maintain the required passenger fare ratio for its system as a whole | Measure: Total estimate annual passenger fare revenue divided by total annual operating cost (the entire service including the proposed service) Criteria: fare revenue/operating cost cannot fall below the operator's required passenger fare ratio. |
| <i>Cost Effectiveness</i> | The proposed service will meet the scheduled passenger fare ratio standards described in Attachment A | Measures and criteria in Attachment A. |
| <i>Service Effectiveness</i> | Estimated passengers per hour for the proposed service will not be less than the system-wide average after three years. | Measure: Passengers per hour. Criteria: Projected passengers per hour for the proposed service is not less than 70% of the system-wide average (without the proposed service) at the end of 12 month of service, 85% at the end of 24 months of service, and 100% at the end of 36 months of service. |

PASSENGER FARE RATIOS

It is desirable for all proposed transit services in urban areas to achieve a 20% passenger fare ratio by the end of the third year of operation. A passenger fare ratio of 10% is desired for special services (i.e., elderly and disabled) and rural area services*. More detailed passenger fare ration standards, which will be used to evaluate services as they are proposed and implemented, are described below. Transit service both in urban and rural areas, per state law, may obtain an “intermediate” passenger fare ratio.

| Urban Service | Rural Service | Recommended Action |
|---|---------------|--|
| New Service Performance Criteria: End of Twelve Months | | |
| Less than 6% | Less than 3% | Provider may discontinue service |
| 6% or more | 3% or more | Provider will continue service, with modifications if needed |
| New Service Performance Criteria: End of Twenty-four Months | | |
| Less than 10% | Less than 5% | Provider may discontinue service |
| 10% or more | 5% or more | Provider will continue service, with modifications if needed |
| New Service Performance Criteria: End of Thirty-Six Months ** | | |
| Less than 15% | Less than 7% | Provider may discontinue service |
| 15% to 19% | 7% to 9% | Provider may consider modifying and continue service |
| 20% or more | 10% or more | Provider will continue service, with modifications if needed |
| <i>*Per statute the VCTC may establish a lower fare for community transit (dial-a-ride) services.</i> | | |
| <i>**A review will take place after 30 months to develop a preliminary determination regarding the discontinuation of proposed services</i> | | |

Fiscal Year 20/21 Unmet Transit Needs Public Hearing and Process Schedule

| | |
|--------------------|---|
| September 10, 2019 | CTAC/SSTAC reviews and approves definitions and unmet needs schedule |
| December 6, 2019 | VCTC approves FY 20/21 Unmet Transit Needs schedule and definitions |
| December 16, 2019 | Unmet Transit Needs information and survey will be posted to the www.goventura.org website and social media promotion will begin |
| January 7, 2020 | 30-day legal notice for public hearing appears in print on VC Star, La Vida News |
| February 7, 2020 | Public Hearing 9:00 AM, Camarillo City Hall (in conjunction with VCTC meeting) |
| April 14, 2020 | CTAC/SSTAC approves unmet needs findings and staff recommendation |
| May 1, 2020 | 9 am Camarillo City Hall: <ul style="list-style-type: none"> - VCTC Unmet Needs Staff Presentation of Findings and Public Hearing - VCTC adopts Unmet Transit Needs Public Hearing Findings |
| June 5, 2020 | VCTC adopts FY19-20 TDA apportionments |
| August 15, 2020 | Deadline to submit to State for review of findings |



Item #8J

December 6, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: COMPREHENSIVE ANNUAL FINANCIAL REPORT

RECOMMENDATION:

- Approve the audited Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2018/2019.

BACKGROUND:

State law requires that the Ventura County Transportation Commission (Commission) publish within six months of the close of each fiscal year a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by independent certified public accountants. Pursuant to that requirement, staff hereby issues the Comprehensive Annual Financial Report (CAFR) of the Ventura County Transportation commission for fiscal year ended June 30, 2019.

DISCUSSION:

The Commission's auditors, the Pun Group, LLP, have completed the Fiscal Year 2018/2019 audit and all reports. The Pun Group LLP has issued reports stating that in their opinion, the Ventura County Transportation commission's financial statements are presented fairly in all material respects, the financial position of the governmental activities, the business-type activities and each major fund of the Commission as of June 30, 2019, and the respective changes in the financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America. The independent auditor reports begin on page 3 of the CAFR.

The Commission maintains five governmental funds and two business-type funds. Information is presented separately for the governmental funds comprised of the General Fund, Local Transportation Fund (LTF), State Transit Assistance (STA) Fund, the Service Authority for Freeway Emergencies (SAFE) Fund and the Santa Paula Branch Line (SPBL) Fund. Information is presented separately for the two business-type funds comprised of the VCTC Intercity and Valley Express funds.

The Commission adopted annual budgets for all funds. Budgetary comparison schedules to demonstrate compliance with these budgets are provided on page 87-91 and 99-100 of the CAFR as required supplementary information.

The Letter of Transmittal at the beginning of the CAFR is an introduction to the financial statements. The Management's Discussion and Analysis Report (MD&A) begins on page 7 and provides a narrative overview and analysis of the Commission's financial activities for the fiscal year. The statistical section can be found at the end of the CAFR beginning on page 103.

At June 30, 2019, the Commission's General Fund balance was \$2,297,167, of which \$99,163 was nonspendable for prepaids and deposits and \$1,564,268 was restricted for rail and transit. The remaining \$633,736 was unassigned with \$159,404 set aside for compensated absences and \$474,332 available for Commission projects and/or operations in future years.

The remaining balances for the other governmental funds were: \$11,311,532 for the LTF Fund; \$17,826,874 for the STA Fund; \$5,141,310 for the SAFE Fund, and \$25,362 for the SPBL fund with the total governmental fund balance for Fiscal Year 2018/2019 being \$36,602,245 which was \$7.8 million higher than the previous year largely due to higher LTF and STA revenues. The net position for the business-type activities was \$9,293,767 for VCTC Intercity (largely capital assets) and \$0 for Valley Express. The increase to the VCTC Intercity fund was due to the purchase of additional buses.

An auditor from The Pun Group, LLP will be present at the meeting to answer any questions the Commission may have.

The audited Comprehensive Annual Financial Statement (which includes the independent auditor and internal control reports), the single audit report and the SAS114, Communication with Those Charged with Governance, letter are separate attachments to the agenda. These reports are available upon request or on the Commission's website, www.goventura.org, as an agenda attachments.



Item #8K

December 6, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: LEGISLATIVE UPDATE

RECOMMENDATION:

- Receive and file.

DISCUSSION:

Federal Issues

On October 31st the U.S. Senate passed a “minibus” Fiscal Year 2020 appropriation including transportation, which followed the House’s approval of a similar bill in June. The Senate version appropriates a total of \$86.6 billion, which is \$167 million above last year, and about \$1 billion less than the number approved by the House. It remains to be seen whether the “minibus” is passed by Congress as a separate bill, or if transportation will be funded along with the rest of the government through more continuing resolutions, until such time as the overall budget is passed.

As the Commission will recall, the federal transportation authorization, Fixing America’s Surface Transportation (FAST), includes a provision to rescind federal apportionments based on the unobligated balances as of September 30th. Thanks to actions taken by the Commission, including programming additional Congestion Mitigation and Air Quality (CMAQ) funds that were ready for expenditure, and loans to other counties that could quickly obligate the funds, the balance of federal apportionments to Ventura County as of September 30th that were subject to rescission was equal to \$0. However, the second Continuing Resolution, approved to extend government appropriations through December 20th, included a provision to cancel this rescission. As of September 30th, the national balance was \$5.35 billion, and California’s statewide balance was \$198 million, or 3.7% of the national total, so there would have been a relatively small statewide impact had the FAST rescission provision not been deleted.

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Item #8L

December 6, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: MARTIN ERICKSON, PUBLIC TRANSIT DIRECTOR

SUBJECT: APPROVAL OF CONTRACT WITH MOORE & ASSOCIATES FOR COMPLETION OF STATE REQUIRED TRANSPORTATION DEVELOPMENT ACT (TDA) TRIENNIAL PERFORMANCE AUDITS FOR VENTURA COUNTY TDA CLAIMANTS

RECOMMENDATION:

- Approve a contract with Moore & Associates not to exceed \$126,481.60 to complete the State required Transportation Development Act (TDA) Triennial Performance Audits for Ventura County Claimants.

DISCUSSION:

Every three years, the State requires that VCTC, in its role as the County Transportation Commission and Transportation Planning Agency (RPTA) for Ventura County, undergo a performance audit to certify that agencies claiming Local Transportation Funds (LTF) are fully complying with the TDA legislative intent and regulations. Operators that receive funding under Article 4 of the TDA are required to have a performance audit. Between fiscal years (FY) 2016/17 and FY 2018/19, this includes Gold Coast Transit District (GCTD), Thousand Oaks Transit, and Simi Valley Transit.

The consultant will be required to perform the transit performance audit of all operators that are allocated funding under the TDA (this includes Article 4 claimants, as well as Article 8 claimants, and VCTC as the RTPA). There are other municipal transit operators in the County that do not utilize Article 4 funds and simultaneously run transit systems, or contribute to a cooperative transit agreement using Article 8 or other funds. While these operators are not statutorily required to report TDA performance audit findings to the State, it is within VCTC's purview as the RTPA to observe or monitor the performance of all of its TDA claimants operating transit service irrespective of the funding source.

To enable a comprehensive and objective review that serves the benefit of both the RTPA and the transit provider, performance audits should be conducted of all operators that are allocated funding under the TDA.¹ This would include VCTC Intercity, the County of Ventura, Camarillo Area Transit, Moorpark City Transit, Ojai Trolley, the City of Fillmore, and the City of Santa Paula.

December 6, 2019

¹ Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities (Caltrans, 2008)

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In October of 2019, VCTC released a Request for Proposals (RFP) for a consultant to perform the TDA audits for VCTC claimants (including non-Article 4 claimants). In addition to being posted on the VCTC website, the RFP was listed in Transit Talent (Nationally recognized transit news site), the California Transit Association's (CTA) website, and emailed directly to a list of potential bidders. Two firms submitted responsive proposals: Altmayer Consulting and Moore & Associates. An interview panel consisting of Vanessa Rauschenberger, GCTD Director of Planning and Marketing, Ben Gonzales, City of Simi Valley, Deputy Public Works Director (Transit), and VCTC staff member Martin R. Erickson reviewed the proposals, and interviewed both firms on November 18, 2019. After scoring both firms under the criteria listed in the RFP, the interview panel chose Moore & Associates. Their proposal of \$126,481.60 was well within the range anticipated by staff (\$100,000 to \$175,000) from the October 2019 agenda item.

Moore & Associates proposes to present the final draft audit reports at the May 2020 Gold Coast Transit District Board, and the May 2020 VCTC Commission meeting. The audit reports will be finalized following adoption by the VCTC Board.

Therefore, it is recommended that the Board award and execute a consultant services contract with Moore & Associates for a total not-to-exceed of \$126,481.60 to perform the work as described in the attached agreement (see Attachment A). Funding for the performance audit is included in VCTC's adopted FY 2019/2020 budget.

Attachment A: Consulting Agreement (including Scope of Work) between VCTC and Moore and Associates



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

THIS AGREEMENT for consulting services is made by and between the Ventura County Transportation Commission ("VCTC") and Moore & Associates ("Consultant") (together sometimes referred to as the "Parties") as of December 9, 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 August 31, 2020, , 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 7. 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 7.
- 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.
- 1.5 **Public Works Requirements.** [not applicable to this Agreement]

Section 2. COMPENSATION. VCTC hereby agrees to pay Consultant a sum not to exceed one-hundred and four thousand, ninety-five dollars (\$126,481.60) 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 task completion; Invoices shall also include a narrative progress statement describing issues and/or progress involved with completing the task(s) and actions taken to resolve working issues.
 - 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 activities 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 B, attached hereto and incorporated herein, shall not exceed one-hundred and four thousand, ninety-five dollars (\$104,095.00).

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. Mileage shall be reimbursed at \$0.54 per mile.

- 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. 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.

- 3.1 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.

3.2 Commercial General and Automobile Liability Insurance.

- 3.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than one million dollars (**\$1,000,000**) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily

and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

3.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. 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. No endorsement shall be attached limiting the coverage.

3.2.3 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.

3.3 Professional Liability Insurance.

3.3.1 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 **\$1,000,000 per occurrence** or claim, \$2,000,000 aggregate 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.

3.3.2 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.

3.3.3 Additional Requirements. [not applicable to this Agreement]

3.4 All Policies Requirements.

3.4.1 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.

3.4.2 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.

3.4.3 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.

3.4.4 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.

3.4.5 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of VCTC for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

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.

3.4.6 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.

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

3.4.8 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.

3.5 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 4. 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.

- 4.1 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.
- 4.2 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.
- 4.3 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 5. STATUS OF CONSULTANT.

- 5.1 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.
- 5.2 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 6. LEGAL REQUIREMENTS.

- 6.1 Governing Law.** The laws of the State of California shall govern this Agreement.

- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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 7. TERMINATION AND MODIFICATION.

- 7.1 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.
- 7.2 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.

- 7.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 7.4 **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.
- 7.5 **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.
- 7.6 **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:
- 7.6.1 Immediately terminate the Agreement;
 - 7.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 7.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 7.6.4 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 8. KEEPING AND STATUS OF RECORDS.

- 8.1 **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.
- 8.2 **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.
- 8.3 **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.

- 8.4 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 attorney's 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 9 MISCELLANEOUS PROVISIONS.

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 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.

9.8 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.

9.9 Contract Administration. This Agreement shall be administered by Martin R. Erickson, Public Transit Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

9.10 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:

Moore & Associates
attn: Ms. Stephanie Roberts, Corporate Treasurer
25115 Avenue Stanford, Suite 215
Valencia, CA 91355

VCTC:

Darren M. Kettle, Executive Director
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

9.11 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.

| |
|---|
| <div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; padding: 5px;">Seal and Signature of Registered Professional with report/design responsibility.</div> |
|---|

- 9.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B 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.

Exhibit A Project Schedule and Detailed Scope of Work
Exhibit B Reimbursable Expenses

- 9.13 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.
- 9.14 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.
- 9.15 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

Moore & Associates.

Manuel Minjares, Chair

Allison Moore, Principal

Approved as to Form:

Steven T. Mattas, General Counsel

EXHIBIT A – PROJECT SCHEDULE AND DETAILED SCOPE OF WORK

Project Schedule

| TASKS | December | | | | | January | | | | | February | | | | | March | | | | | April | | | | | May | | | | | June | | | | |
|---|----------|---|----|----|----|---------|----|----|----|---|----------|----|----|---|---|-------|----|----|---|----|-------|----|---|----|----|-----|---|---|----|----|------|--|--|--|--|
| | 2 | 9 | 16 | 23 | 30 | 6 | 13 | 20 | 27 | 3 | 10 | 17 | 24 | 2 | 9 | 16 | 23 | 30 | 6 | 13 | 20 | 27 | 4 | 11 | 18 | 25 | 1 | 8 | 15 | 22 | 29 | | | | |
| Part I: Performance Audit of VCTC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 1.1: Determine Compliance with Legal and Regulatory Requirements | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 1.2: Follow-Up on Prior Year Performance Audit Recommendations | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 1.3: Review VCTC Functions | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Part II: Performance Audit of Transit Operators | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 2.1: Determine Compliance with Statutory and Regulatory | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 2.2: Follow-Up on Prior Performance Audit Recommendations | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 2.3: Verify Performance Indicators | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 2.4: Review Operator Functions | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Part III: Reporting | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 3.0: Draft and Final Reports | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 3.1: Present to Transcom | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 3.2: Present to the Ventura County Transportation Commission | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 3.3: Present to the Gold Coast Transit District | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Milestones and Deliverables | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Notice to Proceed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project initiation meeting | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Monthly progress memos | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Site visits | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Submit draft reports | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Present draft reports to Transcom | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Present final reports to Transcom | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Present final reports to VCTC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Present final reports to GCTD Board | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Submit final reports | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project completion | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



Detailed Scope of Work

Task 1: Performance Audit of VCTC as the Regional Transportation Planning Agency

The purpose of this performance audit is to objectively evaluate the efficiency, economy, and effectiveness of VCTC's performance as the RTPA. Objectives of the Triennial Performance Audit of the RTPA include:

1. Assess compliance with TDA regulations,
2. Review actions taken to implement prior recommendations,
3. Evaluate the efficiency and effectiveness of the RTPA through a review of its functions, and
4. Provide sound, constructive recommendations for improving the efficiency and functionality of the RTPA.

Following receipt of a Notice to Proceed, our audit team will facilitate a kickoff meeting with VCTC's project manager. During this meeting, our team will finalize the project schedule, suggest communication protocols, communicate data needs, and discuss the audits' work scope. Immediately following the meeting, we will contact each of the transit operators, set up a Basecamp account for each, identify site visit dates, and begin the process of data collection and review.

Task 1.1: Determine Compliance with Legal and Regulatory Requirements

Chapter IV of the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities* lists specific RTPA compliance requirements that should be investigated through the use of existing documents and interviews with VCTC staff. Throughout the assessment, our audit team will evaluate each of the requirements and discuss compliance with VCTC staff. Our goal is to complete our compliance review in advance of the site visit so that any evidence of non-compliance can be discussed during the site visit. If an indication of non-compliance is discovered, a finding regarding the non-compliance will be made in the audit report along with recommendations for its resolution.

Task 1.2: Follow-Up on Prior Year Performance Audit Recommendations

Our audit team will obtain and review key documents to determine the status of any recommendations included within the prior audit of VCTC. Our discussion will include a summary of past recommendations and review progress VCTC has made toward implementation of recommendations presented in the prior audit reports. If a prior audit recommendation has not been implemented, we will determine the reasons why, and assess if it remains relevant or feasible to implement. Findings and recommendations from prior audits – as well as notable accomplishments in implementing prior recommendations – will be included in the audit report.

Task 1.3: Review VCTC Functions

In conducting a functional review of VCTC, our audit team will identify and determine the extent and efficiency of the RTPA's functions using the following sources:

- Interviews with VCTC staff and management, select Board members, and technical and/or citizen's advisory committees as warranted;
- Interviews with the operators under the RTPA's jurisdiction;





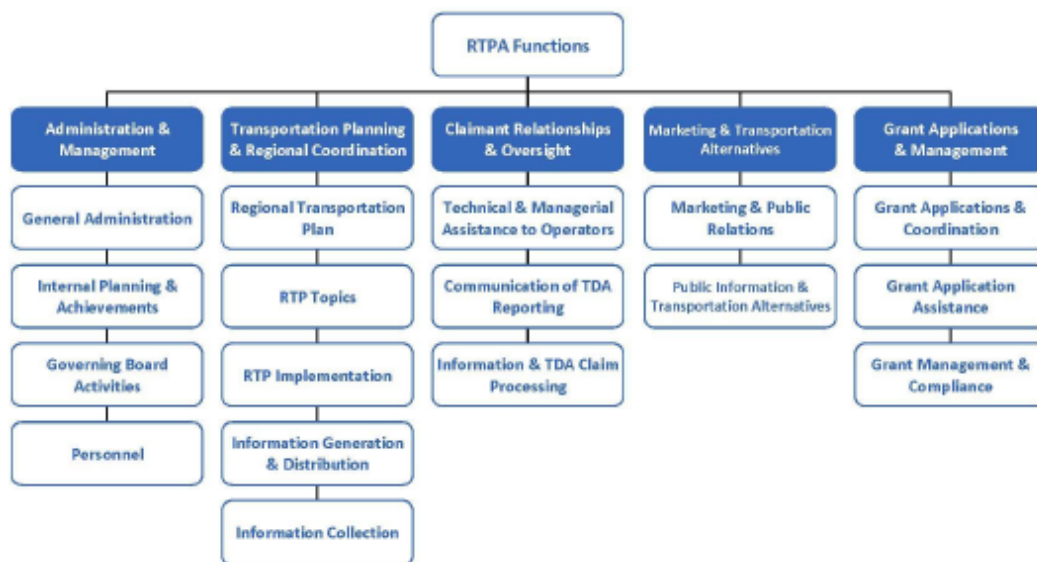
- Supplemental interviews with other regional agencies and/or Caltrans;
- Internal and external agency documents (including Board reports, planning studies, etc.); and
- Organizational policies and processes (including TDA claims).

During the site visit, we will conduct interviews with key staff. Our functional review is guided by key questions set forth in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*. During the site visit, we will also focus on the status of prior recommendations as well as any issues that may have been raised by the transit operators.

In addition, we will review the RTPA's goal-setting and regional planning activities. When warranted, additional documentation or interviews will be requested to fully examine performance or functional issues. Issues arising during the functional review will be included as functional findings, with recommendations for their resolution.

Our audit team will review the various related functions of the RTPA for consistency with those included in the *Performance Audit Guidebook*.

A functional review of an RTPA determines the effectiveness and efficiency of key functional areas. The following chart provides further details on the elements to be explored for each functional area.





Task 2: Transit Operator Performance Audits

A Triennial Performance Audit of a transit operator is intended to:

1. Provide operator management with information on the economy, efficiency, and effectiveness of its programs across the prior three years;
2. Provide the operator with insight for use in future planning; and
3. Assure legislative and governing bodies (as well as the public) that resources are being economically and efficiently utilized.

Our audit team will verify methodologies for calculating performance indicators, compare data reported to multiple entities (such as the National Transit Database and State Controller), examine operations functions (such as service planning, maintenance, financial planning, etc.), and provide sound, constructive recommendations for improving efficiency and functionality.

Task 2.1: Determine Compliance with Statutory and Regulatory Requirements

Moore & Associates will review each transit operator's compliance with applicable sections of the Transportation Development Act in the California Code of Regulations. Chapter III of the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities* lists specific operator compliance requirements (such as timely filing of State Controller Reports and compliance with established farebox recovery ratio thresholds) that should be investigated through the use of existing documents and interviews with operator staff. Our audit team will work with VCTC and the operators to acquire all necessary documents, and can answer questions should an operator be unclear regarding what exactly is needed. Our preference is to complete the compliance review in advance of the site visit so that any findings regarding non-compliance can be discussed at the site visit. If an indication of non-compliance is found, a finding regarding the non-compliance will be made in the corresponding audit report along with recommendations for resolution.

Task 2: Follow-Up on Prior Performance Recommendations

To ensure the Triennial Performance Audit process is constructive for all parties involved (operators and RTPA), our audit team will obtain and review key documents to determine the status of recommendations included within prior TDA audits. This objective assessment will provide assurance that each operator has made quantifiable progress toward improving both the efficiency and effectiveness of its respective performance. If a prior audit recommendation has not been implemented, we will determine the reasons why, and assess if it remains relevant or feasible to implement. Findings and recommendations from prior TDA audits will be included in the audit report. We believe it is important to include notable accomplishments, especially with respect to prior recommendations, as these demonstrate an operator's commitment to full compliance as well as implementing improvements to its operations and/or administration.

Task 2.3: Verify Performance Indicators

Through a review of performance indicators, our audit team will develop a thorough understanding of each operator's recent quantitative performance. Such indicators can provide insight into current operations as well as the individual operator's performance across a period of time. Also, information gathered in this task may be used to identify potential issues or concerns that may lead to further examination during the functional review. We propose to review at least the following TDA-mandated performance indicators:



- Operating Cost/Passenger,
- Operating Cost/Vehicle Service Hour,
- Passengers/Vehicle Service Hour,
- Passengers/Vehicle Service Mile,
- Vehicle Service Hours/Employee, and
- Farebox Recovery Ratio.

In addition, we will review supplemental (non-TDA) data and performance indicators we believe to be valuable in evaluating program performance. These are:

- Operating Cost/Vehicle Service Mile,
- Vehicle Service Miles/Vehicle Service Hour,
- Fare/Passenger, and
- Maintenance cost/Vehicle Service Hour.

To ensure the information is both valid and reliable, Moore & Associates will assess the internal controls regarding the collection of performance-related data. The following data collection methods will be used in validating performance measures:

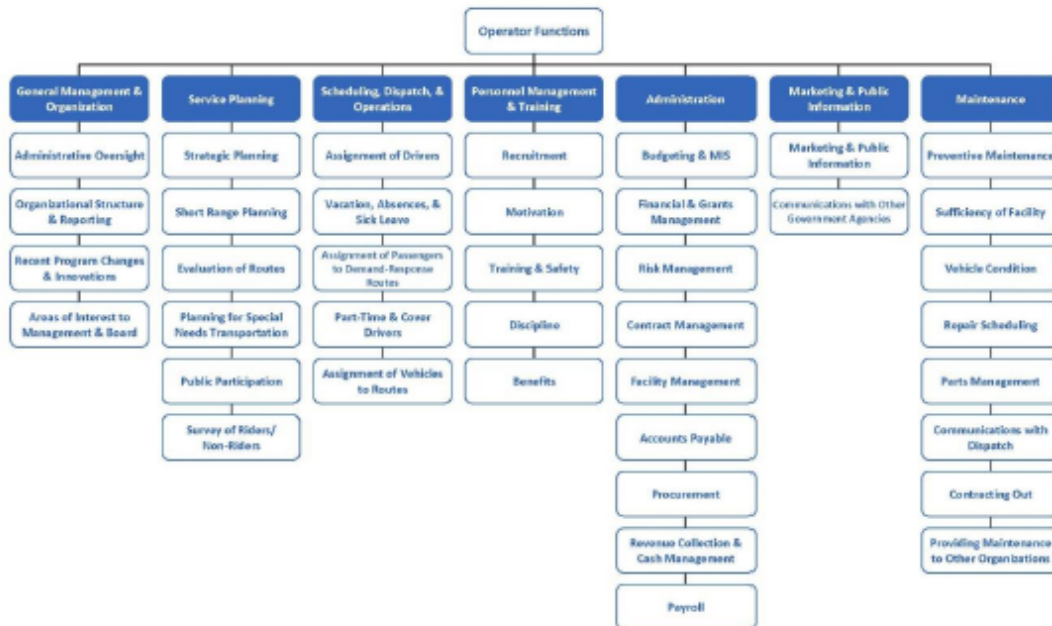
- **Operating Cost:** Operating cost will be validated by verifying the operators keep records of transit costs according to the Uniform System of Accounts and Records developed by the State Controller and the California Department of Transportation.
- **Ridership:** Observe and verify the passenger data collection process by obtaining copies of reports that provide a listing of passenger counts for the reporting period being audited.
- **Vehicle Service Hours and Miles:** Following a review of data relating to Vehicle Service Miles and Hours for the audit period, the definition and methodology for calculating Vehicle Service Hours and Vehicle Service Miles will be discussed and reviewed with VCTC's project manager and the operators to ensure compliance.
- **Employee Hours:** This metric is one of the most frequently misunderstood and miscalculated elements of the audit. Our auditors will verify all transportation system-related hours worked by persons employed in connection with the system are captured. This includes employees not directly employed by the operators (such as operations contractors) as well as hours worked by staff not normally assigned to transit, but who support the transit program (such as City or operator financial analysts).
- **Fare Revenue:** Utilize total audited fiscal year fare revenues to calculate the farebox recovery ratio. Our audit team will also review any fare revenue supplement associated with local program funds. The integrity of the revenue data collection process should be tested by (a) dividing total fare revenue by passenger count to obtain an average fare per passenger, (b) sampling fare collection data at its source (see methodology above), and (c) comparing the two figures.

In addition, we will compare performance during the audit period to that from the three years prior to facilitate further trend analysis with the intent of identifying potential issues or concerns that may need further examination during the functional review.



Task 2.4: Review Operator Functions

Our audit team will objectively evaluate each operator function for consistency with those presented in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*. The operator functional review will address seven key functional areas. The following chart provides details regarding the elements to be explored for each functional area.



Our functional review of each operator will include:

- Interviews with staff, governing body, and advisory committee (as warranted);
- Review of documents (i.e., committee reports, surveys, or transit planning studies);
- Calculation of additional metrics to provide additional insight into respective performance;
- Recommended updates to existing Performance Measurement Standards; and
- Confirmation that goals and objectives reflect the overall mission, vision, and values of the operator as well as guide the service development process.

During the site visit, our audit team will conduct interviews with key operator staff. The functional review is guided by key questions set forth in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*.



Task 3: Reporting and Presentations

Task 3.0: Draft and Final Reports

Each audit report provides a public record of the elements involved in the performance audit process as well as communicating the results and findings of the audit to all parties involved as well as the public. In addition, each report will provide a clear understanding of concerns identified and recommended solutions to address these concerns.

In preparing each audit draft report, Moore & Associates will prepare a matrix summarizing the significant findings and concerns identified during each audit. Working with VCTC and the operators, we will recommend cost-effective strategies and tactics to address any issue or concern identified. Our recommendations will include the proposed solution, implementation timeline, anticipated cost, and most-likely responsible party.

Each draft audit report will include the following components:

- Table of Contents;
- Executive Summary (designed to be a stand-alone summary of the report);
- Introduction/Audit Methodology;
- Compliance Review;
- Status of Prior Audit Recommendations;
- Data reporting (operators only);
- Performance Analysis (operators only);
- Goal-Setting and Regional Planning (RTPA only);
- Functional Review; and
- Conclusions, Findings, and Recommendations.

Triennial Performance Audits may not necessarily include all reporting aspects of a financial audit. However, the guidelines set forth by Government Auditing Standards, published by the Comptroller General of the United States, provide an effective structure for a Triennial Performance Audit. In a recent series of Triennial Performance Audits, expanding the discussion of our recommendations resulted in clear documentation of each recommendation as well as management response. Findings and recommendations will include the following elements:

- Criteria,
- Condition,
- Cause,
- Effect,
- Recommendation,
- Recommended action(s),
- Timeline,
- Anticipated cost, and
- Management response (when provided).





All findings and recommendations were designated as “TDA Program Compliance” or “Functional.” TDA Program Compliance Findings and Recommendations were intended to assist in bringing the organizations into compliance with the requirements and standards of the TDA, while Functional Findings and Recommendations addressed issues identified during the performance audit not specific to TDA compliance, yet potentially beneficial to the audited entity by improving program performance. Examples of possible recommendations are presented below.

Compliance Finding 1: The City did not submit its FY 2014/15 and FY 2015/16 State Controller Reports within the stipulated 110-day timeframe.

Criteria: Public Utilities Code Section 99243 requires transit operators in receipt of TDA Article 4 funds to submit annual reports to the State Controller within 90 days following the end of the fiscal year (110 days if filing electronically).

Condition: The submittal dates for the FY 2014/15 and FY 2015/16 reports were outside the timeframe specified by the State Controller’s Office. The submittal date for FY 2014/15 was November 18, 2015, when the deadline for submittal was October 19, 2015. The submittal date for FY 2015/16 was December 30, 2016, when the deadline for submittal was October 18, 2016.

Cause: Several challenges can result in reports being submitted late, including difficulties with the State’s FTP system, the unavailability of final data, and lack of awareness regarding submittal deadlines.

Effect: This can result in the City being out of compliance with the TDA.

Recommendation: Work with City staff responsible for preparing State Controller Reports to ensure submittal deadlines are met.

Recommended Action(s): All City staff responsible for preparing the State Controller Report for transit should be made aware of the specific deadline for each year (typically included in the annual letter from the State Controller).

Timeline: Beginning with FY 2016/17 reporting in early FY 2017/18.

Anticipated Cost: Negligible.

Functional Finding 1: The City should be reporting its demand-response service to the State Controller using the separate Specialized Services form.

Criteria: Given the City’s Dial-A-Ride program is an eligibility-based service for seniors and persons with disabilities, it should be reported in a separate Specialized Services report.

Condition: The City currently reports its Dial-A-Ride program as the demand-response mode on the City’s primary State Controller Report.





Cause: The City's Dial-A-Ride program is an eligibility-based program serving only seniors and persons with disabilities. As such, it should be reported separately via a Specialized Services report.

Effect: The instructions for preparing these reports state the following regarding the reporting of multiple modes.

Report all non-financial information requested on this form. Transit operators providing two types of service, (general public use and transit service exclusively for the elderly/handicapped) must complete a separate report for each type of service. Indicate, in the boxes provided, the source of Transportation Development Act (TDA) revenue received by the agency [Articles 4, 4.5 8(c) and 4 (99260.7)], and the type of service provided by the transit operator (General Public Use or Specialized Service for the elderly and/or handicapped).

If claiming more than one article, claimants may still file a single report. However, a separate report must be filed for each type of service provided: General Public Use Service or Specialized Service exclusive for elderly and/or handicapped. For example, if an agency has received Article 4 and Article 8(c) monies to provide General Public Use Service, the agency should submit one report. If that agency has also received Article 4 monies to provide Specialized Service for the elderly and/or handicapped, then a report must be submitted for the Specialized Service operations.¹

Recommendation: File a separate Specialized Services report with the State Controller for the City's Dial-A-Ride program.

Recommended Action(s): Unless instructed otherwise by the State Controller's Office, the City should file a separate Specialized Services Report for its Dial-A-Ride program, thereby segregating all operating costs as well as performance data and calculating farebox recovery ratio for that mode separately.

Timeline: Beginning with FY 2016/17 reporting in early FY 2017/18.

Anticipated Cost: Negligible.

¹ Transit Operators Financial Transaction Report Instructions, California State Controller, page 8.



Final Reports

Following the development of the draft audit reports, VCTC and each of the transit operators will have an opportunity to provide a response to any audit finding and/or recommendation. Such responses will be incorporated into the respective final draft audit report. Findings and recommendations may be adjusted or eliminated should additional data or documentation be provided. Valid compliance and functional findings and recommendations will be carried through to the final draft audit reports.

Deliverables: Draft and final audit reports of VCTC and each operator. Draft audits will be submitted electronically. Final audits will be submitted electronically along with seven hard copies of each audit.

Task 3.1: Present to Transcom

The results of the draft audits as well as the final audit reports will be presented to VCTC staff and transit operator staff at regularly scheduled meeting of Transcom, the Transit Operators Committee. The draft audits will likely be presented on March 12, 2020, while the final audits will likely be presented on April 9, 2020. Both will include verbal presentations to supplement copies of the reports.

Deliverable: Presentation of the draft audits to Transcom and presentation of the final audits to Transcom.

Task 3.2: Present to the Ventura County Transportation Commission

The results of the final audits will likely be presented to the Ventura County Transportation Commission at its May 1, 2020 meeting. This will include a verbal presentation supported by a PowerPoint presentation.

Deliverable: Presentation of final audits to VCTC; PowerPoint presentation.

Task 3.3: Present to the Gold Coast Transit District

The results of the final audits will likely be presented to the Gold Coast Transit District Board at its May 6, 2020 meeting. This will include a verbal presentation supported by a PowerPoint presentation.

Deliverable: Presentation of final audits to GCTD Board; PowerPoint presentation.

EXHIBIT B

REIMBURSABLE EXPENSES

See attached chart

Consultant will not be paid by VCTC for any other expenses incurred in the performance of this Agreement.



Triennial Performance Audits
Ventura County Transportation Commission
Proposal



Section 6 Cost Structure

Project Costs

| Labor Expenses | | | Part I: RTPA Audit | | | | | | Part II: Operator Audits | | | | | | Part III: Reporting | | | | | | Grand Total | | | | | |
|------------------------|----------------|---------|--------------------|------------|----------|------------|----------|------------|--------------------------|-------------|----------|-------------|----------|-------------|---------------------|-------------|----------|-------------|----------|------------|-------------|------------|----------|------------|----------|--------------|
| | | | Task 1.1 | | Task 1.2 | | Task 1.3 | | Task 2.1 | | Task 2.2 | | Task 2.3 | | Task 2.4 | | Task 3.0 | | Task 3.1 | | | | Task 3.2 | | Task 3.3 | |
| Title | Name | Rate | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost |
| PROJECT MANAGER | Kathy Chambers | \$88.00 | 20 | \$1,760.00 | 8 | \$704.00 | 20 | \$1,760.00 | 60 | \$5,280.00 | 32 | \$2,816.00 | 44 | \$3,872.00 | 64 | \$5,632.00 | 68 | \$5,984.00 | 16 | \$1,408.00 | 8 | \$704.00 | 8 | \$704.00 | 348 | \$30,624.00 |
| SENIOR AUDITOR | Jim Moore | \$88.00 | 16 | \$1,408.00 | 8 | \$704.00 | 16 | \$1,408.00 | 48 | \$4,224.00 | 28 | \$2,464.00 | 40 | \$3,520.00 | 60 | \$5,280.00 | 52 | \$4,576.00 | 16 | \$1,408.00 | 8 | \$704.00 | 8 | \$704.00 | 300 | \$26,400.00 |
| ADMINISTRATIVE STAFF | | \$24.00 | 2 | \$48.00 | 0 | \$0.00 | 2 | \$48.00 | 12 | \$288.00 | 0 | \$0.00 | 24 | \$576.00 | 8 | \$192.00 | 24 | \$576.00 | 2 | \$48.00 | 2 | \$48.00 | 2 | \$48.00 | 78 | \$1,872.00 |
| Subtotal, Direct Labor | | | 38 | \$3,216.00 | 16 | \$1,408.00 | 38 | \$3,216.00 | 120 | \$9,792.00 | 60 | \$5,280.00 | 108 | \$7,968.00 | 132 | \$11,104.00 | 144 | \$11,136.00 | 34 | \$2,864.00 | 18 | \$1,456.00 | 18 | \$1,456.00 | 726 | \$58,896.00 |
| Burden and Overhead | | | 110% | \$3,537.60 | | \$1,548.80 | | \$3,537.60 | | \$10,771.20 | | \$5,808.00 | | \$8,764.80 | | \$12,214.40 | | \$12,249.60 | | \$3,150.40 | | \$1,601.60 | | \$1,601.60 | | \$64,785.60 |
| Total Labor | | | | \$6,753.60 | | \$2,956.80 | | \$6,753.60 | | \$20,563.20 | | \$11,088.00 | | \$16,732.80 | | \$23,318.40 | | \$23,385.60 | | \$6,014.40 | | \$3,057.60 | | \$3,057.60 | | \$123,681.60 |
| Direct Costs | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TRAVEL | | | | \$0.00 | | \$0.00 | | \$100.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$1,100.00 | | \$0.00 | | \$100.00 | | \$50.00 | | \$50.00 | | \$1,400.00 |
| PRINTING/PRODUCTION | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$1,400.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$1,400.00 |
| Total Direct Costs | | | | \$0.00 | | \$0.00 | | \$100.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$1,100.00 | | \$1,400.00 | | \$100.00 | | \$50.00 | | \$50.00 | | \$2,800.00 |
| TOTAL COST | | | | \$6,753.60 | | \$2,956.80 | | \$6,853.60 | | \$20,563.20 | | \$11,088.00 | | \$16,732.80 | | \$24,418.40 | | \$24,785.60 | | \$6,114.40 | | \$3,107.60 | | \$3,107.60 | | \$126,481.60 |

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Item #9

December 6, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: DARREN M. KETTLE, EXECUTIVE DIRECTOR

SUBJECT: OXNARD HARBOR DISTRICT UPDATE

RECOMMENDATION:

- Receive and file

BACKGROUND:

Kristin Decas, CEO and Port Director will provide an update on the significant role the Port plays in transporting goods from the Port to the nation.

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Item #10

December 6, 2019

MEMO TO: SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

FROM: ANDREW KENT, PROGRAM ANALYST

SUBJECT: FREEWAY SERVICE PATROL (FSP) APPLICATION AND RESOLUTION OF LOCAL MATCH COMMITMENT

RECOMMENDATION:

- Adopt Resolution No. 2019-07 to provide the annual twenty-five percent (25%) local matching funds for state Freeway Service Patrol funding
- Approve submission of FSP application for funding to Caltrans Chief of Traffic Operations (Attachment 11-1)

BACKGROUND:

The Ventura County Service Authority for Freeway Emergencies (SAFE) directed Staff in November of 2018 to pursue an analysis of Freeway Service Patrol (FSP) program feasibility for the County's highway network. A FSP program provides roving tow and/or service trucks on the highway network during peak traffic periods for rapid clearing of disabled vehicles and motorist assistance. The implementation of FSP is through a partnership between Caltrans, the California Highway Patrol (CHP), and a local transportation agency such as SAFE.

The goals of FSP as defined by the Statewide FSP Guidelines are:

- a. Congestion Relief. To reduce congestion through a system of roving patrols by detecting, attending to and clearing freeway incidents as quickly and safely as possible.
- b. Safety. To improve the safety of the freeways by reducing the amount of time that motorists and vehicles spend on the side of the road, reducing opportunities for secondary incidents.
- c. Air Quality. To mitigate freeway incidents, reduce the time required to re-establish free flowing roadway conditions, thereby improve air quality through a reduction in fuel consumption.
- d. Partnership. To be a model of governmental partnership by drawing upon the strengths of Caltrans, CHP, and the Local Agencies to provide a cost-effective FSP program that benefits the public.
- e. Motorist Assistance. To provide motorist assistance per local agency Standard Operating Procedures, free at the time of service, to people who are stranded in dangerous situations on busy freeways.

The responsibilities of the FSP partners are:

- a. Caltrans. On a statewide level, Caltrans is responsible for the administration of funding, statewide planning and program coordination. Caltrans is also responsible for conducting special studies in support of local FSP programs.
- b. CHP. CHP is responsible for individual tow operator training and oversight of the day-to-day FSP field operations. In addition, the CHP is responsible for dispatching FSP vehicles. CHP Headquarters, Enforcement and Planning Division, Research and Planning Section (RPS), has co-responsibility for statewide planning and coordination.
- c. Local Agency. Local Agencies are the regional (multiple counties) or individual county transportation entities. They are responsible for contracting with tow service providers and with other consultants and contractors that may be necessary for the successful implementation of the project. They are also responsible for generating local matching funds, preparing annual program budgets, and coordinating service expansions and changes with partner agencies.

State Highway Account (SHA) and Senate Bill 1 (SB1) funds are available through Caltrans to operate FSP with a required local match of twenty-five percent (25%). Staff has prepared the attached application package (Attachment 11-1) for submittal to the Department of Traffic Operations at Caltrans Headquarters.

To secure state funding and approval for FSP service the application to Caltrans requires:

- a. Resolution from the local transportation partner agency committing to a twenty-five percent (25%) local match for funding
- b. Benefit-Cost analysis of proposed FSP patrol beats
- c. Letters of Support and Willingness to Participate in the program from the local Caltrans and CHP districts
- d. Proposed Implementation Plan and Budget
- e. Map of the proposed FSP patrol beat design

To obtain funding from the state for FSP, Caltrans requires FSP patrol beats meet a 3:1 Benefit/Cost (B/C) ratio, as well as, a proposed implementation and budget plan. SAFE staff procured consulting assistance from JETT Services to design FSP patrol beats and test the proposed beat design for conformity to the 3:1 B/C requirement. SAFE utilized JETT's B/C analysis to develop an implementation plan for FSP patrol beats for Ventura County prioritizing expected resources and accounting for financial sustainability. SAFE consulted with the local Caltrans and CHP districts on the implementation plan and received letters of support and willingness to participate as partner agencies in a FSP program for Ventura County.

DISCUSSION:

SAFE contracted with JETT Services to develop a FSP patrol beat design for Ventura County utilizing a FSP patrol beat Benefit/Cost (B/C) model developed by Caltrans and the UC Berkeley Institute of Transportation Studies. The model accounts for highway traffic volumes, congestion, collisions, geometrics and air quality to determine the cost effectiveness of FSP patrol beats on the highway network.

As a first step in the design process, JETT Services utilized Caltrans traffic count data to eliminate portions of the Ventura County highway network which do not have sufficient congestion to pass the B/C modeling

threshold. The candidate portions of the highway network which remained following the preliminary analysis were the US101 from the Los Angeles County Line to the Santa Barbara County Line, SR118 from the Los Angeles County Line to the SR23 Junction, and SR23 between the SR118 Junction and the US101 Junction. The FSP Statewide Guidelines recommend that a FSP Patrol Beat should have a length of approximately seven (7) to fifteen (15) miles and are serviced by at least two FSP vehicles.

SAFE staff worked with JETT Services to divide the candidate portions of the highway network into segments that would make logical FSP beats in accordance with the FSP guidelines, modeling parameters and local knowledge. The proposed beat design and summary of the model outputs are in Table 1. Table 1 presents the B/C ratio for each beat under the assumption of two (2) trucks per beat with an eight (8) hour split shift covering weekday peak congestions periods (6-10AM & 3-7PM). JETT Services' analysis demonstrates all of the proposed FSP beats meet or exceed the required 3:1 B/C ratio and are above the 0.75 average assist rate per truck hour recommended by the Statewide FSP guidelines.

Table 1. Model Outputs for Proposed Beat Design

| FSP Beat | Freeway | Beat length (miles) | Freeway Interchange (Beat End Points) | Average Assist Rate (assists per FSP truck hour) | Annual Estimated Benefit (\$/year) | Annual Benefit to Cost Ratio |
|----------|---------|---------------------|--|--|------------------------------------|------------------------------|
| VC-101-1 | US-101 | 7.19 | S. Westlake Blvd (SR-23) to Camino Dos Rios/N. Wendy Dr. | 0.78 | \$ 2,807,297 | 7 |
| VC-101-2 | US-101 | 10.41 | Camino Dos Rios/N. Wendy Dr. to Central Avenue | 0.87 | \$ 3,874,800 | 10 |
| VC-101-3 | US-101 | 10.15 | Central Avenue to Seaward Avenue | 0.81 | \$ 1,884,861 | 5 |
| VC-101-4 | US-101 | 15.15 | Seward Avenue to Santa Barbara County Line | 0.91 | \$ 2,082,051 | 5 |
| VC-23 | SR-23 | 8.09 | US-101 to SR-118 | 0.87 | \$ 1,103,647 | 3 |
| VC-118 | SR-118 | 14.7 | SR-23 to Los Angeles County Line | 0.95 | \$ 3,822,874 | 9 |

Funding for FSP from the state comes from two sources, the State Highway Account (SHA) fund and supplemental funding from the passage of Senate Bill 1 (SB1). When a new FSP program is funded the allocation formula for SHA funds may impact funding for existing FSP programs. Due to the potential for other FSP programs to have a reduction in their current allocation from the SHA fund, funding to new FSP programs is phased over the course of three (3) years in thirty-three percent (33%) increments every year until one-hundred percent (100%) funding under the allocation formula is reached. This allows existing FSP programs time to adjust their programs and budgets if necessary. Funding from SB1 is 100% funded in the first fiscal year. The Department of Traffic Operations at Caltrans Headquarters provided SAFE staff with estimates for Ventura County's share of both sources of money for the first three (3) fiscal years of funding, outlined in Table 2. Ventura County SAFE could take an estimated maximum of \$800,000 the first year (at 33% of SHA), \$1,000,000 the second year (at 66% of SHA), and \$1,200,000 in the third year and all years following (at 100% of SHA), contingent on the local twenty-five percent (25%) match requirement.

Table 2. Estimated Available State Funds for Ventura County

| State FSP Accounts | FY20/21 | FY21/22 | FY22/23 |
|-----------------------------------|----------------------|------------------------|------------------------|
| State Highway Account (SHA)* | \$ 200,000.00 | \$ 400,000.00 | \$ 600,000.00 |
| Senate Bill 1 (SB1) | \$ 600,000.00 | \$ 600,000.00 | \$ 600,000.00 |
| Total Estimated Allocation | \$ 800,000.00 | \$ 1,000,000.00 | \$ 1,200,000.00 |

* SHA Funds are phased in 33% increments over first 3 years of program startup

To ensure the long-term financial sustainability of the proposed FSP program, SAFE staff is recommending implementation of three (3) of the six (6) proposed patrol beats at this time, prioritizing implementation by the projected B/C ratios. Staff analyzed the SAFE Fund Balance, expected future SAFE revenue and

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expenditures and determined that SAFE can securely sustain three (3) beats at the twenty-five percent (25%) local match requirement utilizing conservative estimates for FSP contractor rates. In the application package, Staff proposes implementing beats VC-101-1, VC-101-2, and beat VC-118 in the beginning of FY20/21 with a Request for Proposals (RFP) for tow contractors in the spring of 2020. These beats cover the most congested portions of the US101 and SR118, as well as, provide the greatest service to motorists as scored by the B/C analysis performed by JETT Services (see map).

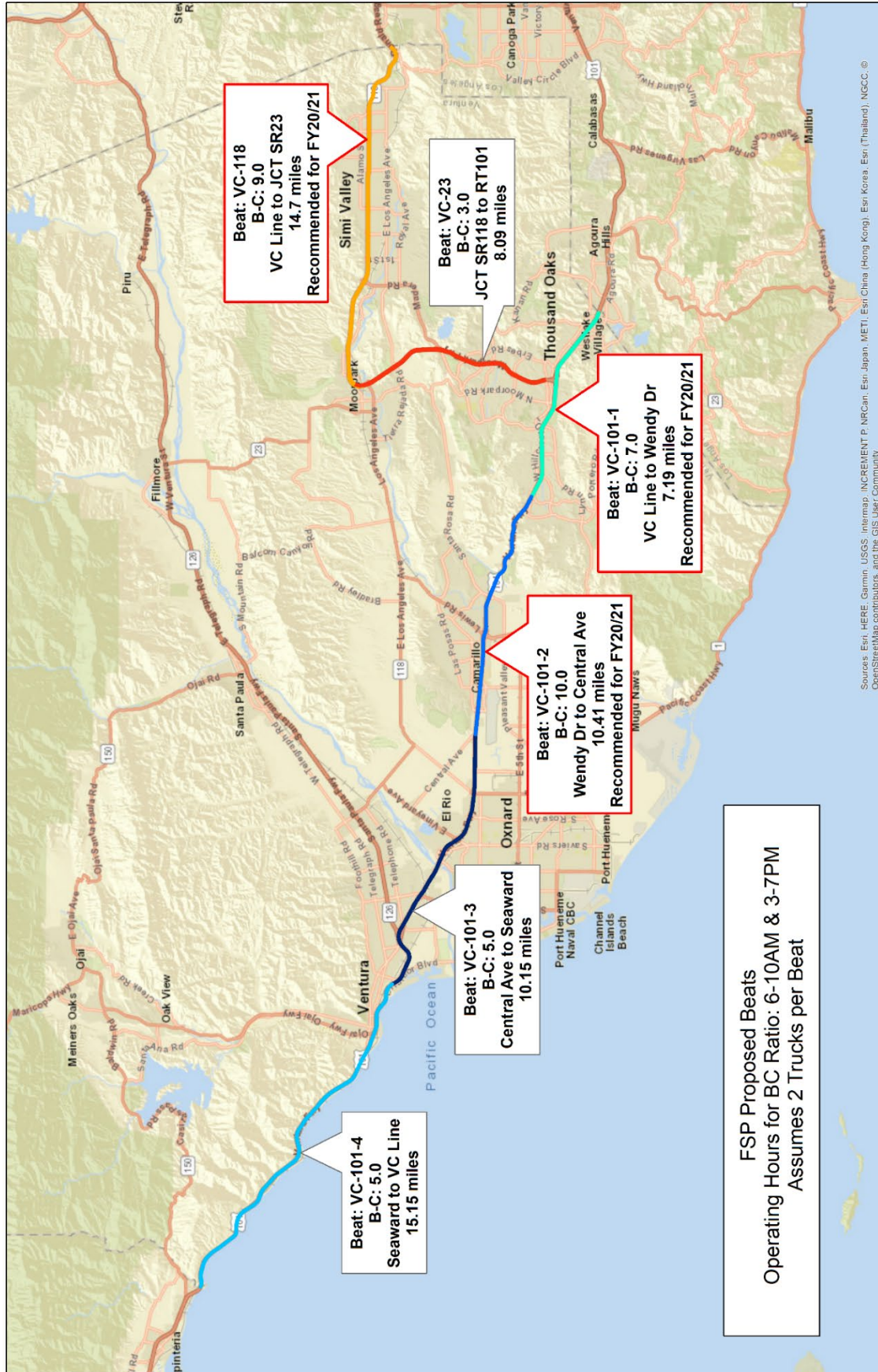


Table 3 provides a cost and funding breakdown of the proposed program for the first three (3) years of operations. SAFE collects approximately \$800,000 a year from the \$1 DMV vehicle registration fee charged to each vehicle registered in Ventura County. The ongoing Callbox and the Advanced Traveler Information System funded by SAFE revenues cost \$550,000 annually to maintain in a typical year, leaving approximately \$250,000 in annual revenues. The SAFE Fund Balance currently contains \$2,155,990 of unassigned funds, not including the \$1,500,000 held in reserve.

Using conservative estimates, staff expects that the SAFE Fund Balance will be required to subsidize the proposed program by an estimated \$199,600 in the first fiscal year, due to startup costs and state funding capped at thirty-three percent (33%) of SHA. In subsequent years, supporting three (3) FSP beats would require \$52,400 per year from the Fund Balance, which in total would draw down the unassigned Fund Balance to \$1,631,989 over ten (10) years. Many California counties, including Ventura County, have undergone Callbox Reduction Programs with a few counties eliminating their Callbox programs altogether. With an increase of vehicle registrations overtime and if the Ventura County SAFE continues to pursue a policy of Callbox program reduction, it is likely that the proposed FSP program will eventually not require subsidy from the SAFE Fund Balance.

Table 3. Proposed Program Fiscal Estimate

| Program Costs | FY20/21 | FY21/22 | FY22/23 |
|-----------------------------------|------------------------|------------------------|------------------------|
| Program Start-Up Costs | \$ 40,000.00 | \$ - | \$ - |
| VC-101-1 | \$ 403,200.00 | \$ 403,200.00 | \$ 403,200.00 |
| VC-101-2 | \$ 403,200.00 | \$ 403,200.00 | \$ 403,200.00 |
| VC-118 | \$ 403,200.00 | \$ 403,200.00 | \$ 403,200.00 |
| Total Program Cost | \$ 1,249,600.00 | \$ 1,209,600.00 | \$ 1,209,600.00 |
| Program Funding | FY20/21* | FY21/22 | FY22/23 |
| State Grant | \$ 800,000.00 | \$ 907,200.00 | \$ 907,200.00 |
| Total SAFE Funding** | \$ 449,600.00 | \$ 302,400.00 | \$ 302,400.00 |
| SAFE Match - From Annual Revenues | \$ 250,000.00 | \$ 250,000.00 | \$ 250,000.00 |
| SAFE Match - From Fund Balance | \$ 199,600.00 | \$ 52,400.00 | \$ 52,400.00 |
| Total Program Funding | \$ 1,249,600.00 | \$ 1,209,600.00 | \$ 1,209,600.00 |

* State funding varies each year (see Table 2.) with 1st year capped at \$800,000

** SAFE is required to provide 25% match funding for program costs and is responsible for costs exceeding State funding allocation

Staff's recommendation to the SAFE Board is to approve the attached application for submittal to Caltrans Chief of Traffic Operations and adopt Resolution 2019-07 to provide the annual twenty-five percent (25%) local matching funds to acquire FSP funding beginning in FY20/21 for the three (3) recommended FSP beats. The application and resolution only commit to a 25% local match for accepted state funds (if approved); they do not commit the SAFE Board to expend SAFE funds. Likewise, the implementation plan, schedule and proposed patrol beats in the application package are based on estimated figures which are subject to change. If Caltrans approves the application, SAFE staff will return to the Board to finalize a Memorandum of Understanding between Caltrans, the CHP, and SAFE, as well as, report Ventura County's actual allocation for FSP funding, and proceed with a Request for Proposals for a tow service contractor for beats VC-101-1, VC-101-2, and VC-118.

The next steps:

- Submit Application to Caltrans Headquarters by December 31st
- Formalize Caltrans/CHP/Ventura County SAFE local Memorandum of Understanding for program implementation/roles and responsibilities

- c. Conduct RFP process to implement tow operator service for beats VC-101-1, VC-101-2, and VC-118
- d. Determine fiscal sustainability of phasing additional FSP beats in the future

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RESOLUTION NO. 2019-07

A RESOLUTION COMMITTING TO PROVIDING THE NECESSARY ANNUAL TWENTY-FIVE PERCENT (25%) LOCAL MATCHING FUNDS FOR STATE FREEWAY SERVICE PATROL FUNDING

WHEREAS, the Ventura County Transportation Commission, hereinafter referred to as VCTC, is the Service Authority for Freeway Emergencies for Ventura County; and

WHEREAS, following a benefit-cost (B/C) analysis of six (6) Freeway Service Patrol (FSP) beats in Ventura County, portions of SAFE's highway network meets the state's required 3:1 B/C ratio to be eligible to receive state Freeway Service Patrol funding; and

WHEREAS, VCTC has determined that deploying Freeway Service Patrol during peak commute hours may reduce peak commute hour congestion levels; and

WHEREAS, VCTC is required to submit a Freeway Service Patrol application and required backup documentation to the Chief of Traffic Operations at Caltrans' Headquarters for state Freeway Service Patrol funding consideration; and

WHEREAS, should VCTC's Freeway Service Patrol application to the Chief of Traffic Operations at Caltrans' Headquarters be accepted VCTC will be required to provide an annual twenty-five percent (25%) local match for any state Freeway Service Patrol funding it receives; and

WHEREAS, by adopting this resolution regarding future local match funding in no way obligates VCTC to accept state FSP funds.

NOW, THEREFORE, BE IT RESOLVED should VCTC acting as the Service Authority for Freeway Emergencies accept state Freeway Service Patrol funding VCTC will be required to provide the necessary annual twenty-five percent (25%) local matching funds.

PASSED, APPROVED AND ADOPTED this 6th day of December, 2019.

MANUEL MINJARES,
Chairperson

ATTEST:

DARREN KETTLE,
Executive Director

APPROVED AS TO FORM:

STEVE MATTAS,
General Counsel



Item #11

December 6, 2019

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: DARREN M. KETTLE, EXECUTIVE DIRECTOR

SUBJECT: VCTC COMMUNITY OUTREACH UPDATE

RECOMMENDATION:

- Receive and file

BACKGROUND:

In September a budget amendment was brought to the Commission to increase the contract with VCTC's outreach consultant, Celtis Ventures. Commissioner Heitmann requested a presentation to learn how this new money, as well as the funds in the current outreach contract are being spent. Staff will present an overview of the outreach efforts and representatives from Celtis will be available to answer questions.