



**VENTURA COUNTY TRANSPORTATION COMMISSION
LOCAL TRANSPORTATION AUTHORITY
AIRPORT LAND USE COMMISSION
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
CONSOLIDATED TRANSPORTATION SERVICE AGENCY
CONGESTION MANAGEMENT AGENCY**
www.goventura.org

AGENDA*

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

The meeting will be via ZOOM Webinar

<https://us02web.zoom.us/j/87663121399?pwd=KzdLQzc0cmZGOUZSUDk4RXhhM1Fydz09>

FRIDAY, SEPTEMBER 11, 2020

9:00 AM

In light of Governor Newsom's State of Emergency declaration regarding the COVID-19 outbreak and in accordance with Executive Order N-29-20 and the Guidance for Gatherings issued by the California Department of Public Health commissioners will participate in the meeting from individual remote locations, which is in accordance with the Governor's Executive Order. Members of the public are encouraged to attend the meeting remotely. Persons who wish to address the commission on an item to be considered at this meeting are asked to submit comments in writing to the commission at ribarra@goventura.org by 4:30PM, Thursday, September 10, 2020. Due to the current circumstances if you would like to participate in a verbal public comment on any item on the agenda during the meeting, please email your public comment to ribarra@goventura.org or via telephone at 805-642-1591 ext. 101. Any public comment received will be read into the record during the public comment portion of this meeting. In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Commission meeting, please contact VCTC staff (805) 642-1591 ext. 101. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PUBLIC COMMENTS** – *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 MINUTES FROM JULY 10, 2020 VCTC MEETING- PG.5

Recommended Action:

- Approve the summary minutes of JUNE 5, 2020.

Responsible Staff: Roxanna Ibarra

8B. MONTHLY BUDGET REPORT- PG.9

Recommended Action:

- Receive and file the monthly budget report for JULY 2020

Responsible Staff: Director of Finance, Sally DeGeorge

8C. RESOLUTION 2020-04 APPROVING VENTURA COUNTY'S FY 20/21 STATE OF GOOD REPAIR PROJECT LIST- PG.11

Recommended Action:

- Adopt Resolution 2020-04 (Attachment 1) approving the project list for the FY20-21 State of Good Repair funds for a total of \$1,449,168 and authorizing the Executive Director to submit all required documents to receive the funds.

Responsible Staff: Heather Miller

8D. QUARTERLY VCTC BUS AND RAIL TRANSIT RIDERSHIP AND PERFORMANCE MEASURES REPORT- PG.15

Recommended Action:

- Receive and File

Responsible Staff: Claire Grasty & Jeni Eddington

8E. CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM-COMPREHENSIVE TRANSPORTATION PLAN UPDATE- PG.25

Recommended Action:

- *Accept Caltrans Sustainable Transportation Planning Grant Funds and enter a contract with Caltrans to prepare an update to the Ventura County Comprehensive Transportation Plan (CTP).*
- *Approve Resolution 2020-05 to authorize the Executive Director to execute the Grant Agreement and any amendments thereto with the California Department of Transportation. (Attachment A).*

Responsible Staff: Caitlin Brooks

8F. UPDATES AND ACCESS TO VENTURA COUNTY TRAFFIC MODEL AND SENATE BILL 743 IMPLEMENTATION SUPPORT- PG.27

Recommended Action:

- *Receive and file a report on updates to the Ventura County Traffic Model (VCTM) and VCTC support for local agency implementation of Senate Bill 743.*

Responsible Staff: Amanda Fagan

8G. REQUEST FOR PROPOSALS- MARKETING AND COMMUNITY OUTREACH PROGRAM- PG.29

Recommended Action:

- *Authorize release of Request for Proposals (RFP) for VCTC's marketing and Community Outreach Program*

Responsible Staff: Darrin Peschka

8H. COAST MAIN LINE ANNEXATION WITHIN CITY OF MOORPARK BY COUNTY OF VENTURA WATERWORKS DISTRICT NO. 1- PG.87

Recommended Action:

- *Approve the request by Ventura County Waterworks District No. 1 (District) for VCTC's consent for annexation of the portion of the Coast Main Line located in the City of Moorpark to the District currently under consideration for annexation by the Local Agency Formation Commission (LAFCo).*

Responsible Staff: Martin Erickson

8I. AMENDMENT TO LOSSAN AMTRAK PACIFIC SURFLINER PASSENGER TRANSFER AGREEMENT- PG.89

Recommended Action:

- *Approve Amendment No. 5 Cooperative Agreement between LOSSAN and VCT for facilitating passenger transfers between Pacific Surfliner Intercity Rail Service and VCTC Intercity Transit Service.*

Responsible Staff: Heather Miller

FORMAL ITEMS FOR DISCUSSION:

9. APPROVAL FISCAL YEAR 2020/2021 PROGRAM OF PROJECTS PUBLIC HEARING – PG.107

Recommended Action:

- *Open Public Hearing and Receive Testimony*
- *Approve the Program of Projects (POP) for federal transit operating, planning and capital assistance for Fiscal Year (FY) 2020-2021 (Attachment).*

Responsible Staff: Peter De Haan

10. AGREEMENT FOR FREEWAY SERVICE PATROL TOW TRUCK CONTRACTORS - PG.113

Recommended Action:

- Approve Agreement with Platinum Tow & Transport, Inc. for Freeway Service Patrol (FSP) tow truck services on Beat No. 1 on US-101 for a three-year term with a two-year option, in an amount of \$982,300, plus an extra work amount of \$20,000, for a total amount not to exceed \$1,002,300;
- Approve Agreement with Platinum Tow & Transport, Inc. for FSP tow truck services on Beat No. 2 on US-101 for a three-year term with a two-year option, in an amount of \$982,399, plus an extra work amount of \$20,000, for a total amount not to exceed \$1,002,300; and
- Approve Agreement with Platinum Tow & Transport, Inc. for FSP tow truck services on Beat No. 3 on CA-118 for a three-year term with a two-year option, in an amount of \$1,007,304, plus an extra work amount of \$20,000, for a total amount not to exceed \$1,027,304.

Responsible Staff: Amanda Fagan & Andrew Kent

11. LEGISLATIVE UPDATE AND POSITIONS ON BILLS – PG.117

Recommended Action:

- Receive and File

Responsible Staff: Darrin Peschka

12. RELEASE AN RFP TO REVIEW TRANSIT OPERATIONS AND STRUCTURE IN VENTURA COUNTY - PG.135

Recommended Action:

- Release a Request for Proposal (RFP) to review transit operations and structure in Ventura County.

Responsible Staff: Martin Erickson

CLOSED SESSION ITEMS:

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

14. VCTC GENERAL COUNSEL'S REPORT

15. AGENCY REPORTS

16. CLOSED SESSION:

17. ADJOURN to 9:00 a.m. Friday October 2, 2020



Item #8A

**VENTURA COUNTY TRANSPORTATION COMMISSION
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**MEETING SUMMARY MINUTES OF JULY 10, 2020 VCTC COMMISSION MEETING
AT 9:00AM VIA ZOOM**

CALL TO ORDER:

Chair Bill-de la Peña called the regular meeting of the Ventura County Transportation Commission to order at 9:02a.m. VIA-ZOOM.

ROLL CALL/MEMBERS PRESENT:

Claudia Bill-de la Peña, City of Thousand Oaks, Chair
Robert Huber, County of Ventura, Vice-Chair
Tony Trembley, City of Camarillo
Manuel Minjares, City of Fillmore
Ken Simons, City of Moorpark
Randy Haney, City of Ojai
Bryan MacDonald, City of Oxnard
Cheryl Heitmann, City of San Buenaventura
Jenny Crosswhite, City of Santa Paula
Mike Judge, City of Simi Valley (arrival 9:20 a.m.)
John Zaragoza, County of Ventura
Brian Humphrey, Citizen Rep., Cities
Will Berg, City of Port Hueneme
Steve Bennett, County of Ventura
Kelly Long, County of Ventura
Linda Parks, County of Ventura
Jim White, Citizen Rep., County
Jim Bullinski, Caltrans District 7

ABSENT:

Steve Bennett, County of Ventura

PLEDGE OF ALLEGIANCE was led by Chair Bill-de la Peña.

4. PUBLIC COMMENTS – There were none.

5. CALTRANS REPORT – John Bulinski, Director for Caltrans gave an update and status report on Caltrans current projects:

- *Caltrans repaving along the 23 Freeway*
- *About 85% of staff continue to work remotely during COVID-19*
- *Homeless encampment removal restrictions are in place working with local partners, entities and the community in regard to encampments issues.*

6. COMMISSIONERS/EXECUTIVE DIRECTOR REPORT- Darren Kettle, Executive Director reported on the following:

- *VCTC taking appropriate measures regarding COVID-19, ensuring staff is taking appropriate action such as wearing masks and 6 ft social distance while working in-office.*
- *Most of the VCTC staff is working remotely*
- *VCTC is preparing to move possibly mid-September beginning of October.*
- *Internal staff promotions and retirement-Judy Johnduff will be retiring on September 1, 2020. Heather Miller will be working alongside Peter De Haan as project manager.*
- *Jeni Eddington promoted to Transit Analyst and VCTC will be recruiting to fill Ms. Eddington's previous position.*
- *VCTC was awarded the Sustainable Transportation Planning grant from Caltrans.*

7. ADDITIONS/REVISIONS – There were none.

8. CONSENT CALENDAR – **Commissioner Long** moved to approve consent calendar items **8A thru 8I**. The motion was **seconded by Commissioner Parks** and passed unanimously.

8A. APPROVE SUMMARY MINUTES FROM JUNE 5, 2020 VCTC MEETING

- Approve the summary minutes of JUNE 5, 2020.

8B. MONTHLY BUDGET REPORT

- Receive and file the monthly budget report for MAY 2020.

8C. GUIDELINES AND SCHEDULE FOR THE 2020 COMBINED CALL-FOR PROJECTS FOR FTA SECTION 5310 LARGE URBANIZED AREA FUNDS FOR SENIORS AND PERSONS WITH DISABILITIES AND SECTION 5307 JOBS ACCESS/REVERSE COMMUTE (JARC) FUNDS

- Approve the Guidelines and Schedule for the 2020 Combined Call-for Projects for FTA Section 5310 Large Urbanized Area (seniors and Persons with Disabilities) funds and Section 5307 Jobs Access/Reverse Commute (JARC) Funds.

8D. ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE 5-REGIONAL PRIORITIZATION METHODOLOGY

- Approve methodology to prioritize local projects for funding under the Metropolitan Planning Organization (MPO) Component of the ATP Cycle 5 Call-for-Projects (Attachment 1).

8E. REQUEST FOR PROPOSALS FOR MOBILE TICKETING SYSTEMS

- Approve release of the Request for Proposals (RFP) for Mobile Ticketing and Advanced Fare Collection System.

8F. MOTORIST AID SERVICES BUDGET AMENDMENT REQUEST

- Amend the Fiscal Year 2019/2020 General Fund Motorist Aid Services budget by decreasing the Consultant Services Line item by \$11,700 and increasing the staff line items by \$5,400 for Salaries, \$2,300 for Fringe and Tax, and \$4,000 for Indirect Costs Allocation. Amend the Service Authority for Freeway Emergencies (SAFE) Fund budget by increasing the transfer-out line item by \$11,700 and increasing the General Fund Motorist Aid Services SAFE revenues and fund transfer-in by \$11,700.

8G. SANTA PAULA BRANCH LINE ANNEXATION WITHIN SANTA PAULA WEST BUSINESS PARK SPECIFIC PLAN AREA

- Approve the request from the City of Santa Paula to consent to annexation of a portion of the Santa Paula Branch Line (SPBL) in accordance with the Santa Paula West Business Park (SPWBP) Specific Plan
- Recommend to City of Santa Paula to incorporate completion of the SPBL Recreational Trail with construction of the SPWBP.

8H. PUBLIC TRANSIT AGENCY SAFETY PLAN (PTASP)

- Approve the VCTC Public Transit Agency Safety Plan (PTASP), thereby “opting out” of Caltrans Division of Rail and Mass Transportation (DRMT) State Plan. The PTASP is included under separate cover as an attachment.

8I. OFFICE FURNITURE PURCHASE FOR 751 DAILY DRIVE LOCATION

- Authorize the Executive Director to proceed with the purchase of new office furniture with Tri-County Office Furniture for VCTC’s new office space at 751 Daily Drive, Camarillo in an amount not to exceed \$220,000.
- Amend the VCTC Fiscal Year 2020/2021 Management and Administration budget to carry-over \$300,000 of previously budgeted STA revenues and associated office relocation expenditures from the Fiscal Year 2019/2020 budget and accordingly amend the STA budget to increase the transfer-out funds by \$300,000.

9. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS CONNECT SOCAL, 2020 REGIONAL TRANSPORTATION PLAN/SUSTAINABLE COMMUNITIES STRATEGY UPDATE

- Receive an update on the adoption of the Connect SoCal Regional Transportation Plan/Sustainable Communities Strategy from the Southern California Association of Governments.

10. UPDATE ON US 101 HIGH OCCUPANCY VEHICLE (HOV) EXPRESS BUS WIDENING PROJECT APPROVAL/ENVIRONMENTAL DOCUMENT (PAED) PHASE

- Receive and file presentation.

11. LEGISLATIVE UPDATE AND POSITION ON BILLS

- Adopt position to SUPPORT SB 288 (Weiner) to provide temporary exemption under the California Environmental Quality Act (CEQA) for certain types of transportation projects.

Commissioner MacDonald moved staff recommendation. The motion was seconded by **Commissioner White** and passed unanimously.

12. TRANSPORTATION EMERGENCY PREPAREDNESS PLAN UPDATE (TEPP)

- Receive and file this update

13. CHAIRS REQUEST TO AGENDIZE DISCUSSION ON THE FUTURE OF PUBLIC TRANSPORTATION

- The Commission consider bringing forward an agenda item to review transit operations and structure in Ventura County and provide direction to staff.

Commissioner Heitmann moved staff recommendation. The motion was seconded by **Commissioner Berg** and passed unanimously.

14. VCTC GENERAL COUNSEL’S REPORT- There were none.

15. AGENCY REPORTS- There were none.

16. CLOSED SESSION- There were none.

17. ADJOURN to 9:00 a.m. Friday, September 11, 2020.



Item #8B

September 11, 2020

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: MONTHLY BUDGET REPORT

RECOMMENDATION:

- Receive and file.

DISCUSSION:

Staff is still performing the lengthy yearend closing process of the prior fiscal year which historically does not occur until the end of September. In order to give the Commission an accurate monthly budget report, the July and August monthly budget reports will be included as part of the next month's agenda.

The Commission should note, however, that all revenues, expenditures and cash flow to date are consistent with the adopted budget.



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Item #8C

September 11, 2020

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: HEATHER MILLER, PROGRAM MANAGER
SUBJECT: RESOLUTION 2020-04 APPROVING VENTURA COUNTY'S FY20/21 STATE OF GOOD REPAIR PROJECT LIST

RECOMMENDATION:

- Adopt Resolution 2020-04 (Attachment 1) approving the project list for the FY20/21 State of Good Repair funds for a total of \$1,449,168 and authorizing the Executive Director to submit all required documents to receive the funds.

BACKGROUND:

Senate Bill 1 (SB1), signed into law in April of 2017, provides a steady source of revenue from the Transportation Improvement Fee on vehicle registrations (approximately \$105 million annually statewide) to rehabilitate and modernize existing local transit systems. This investment in public transit is called the State of Good Repair Program (SGR) and funds are distributed to local agencies using the same formula as State Transit Assistance (STA). Table 1 below provides a breakdown of the available funding for Ventura County:

Table 1 State of Good Repair Funds Estimates for FY20/21		
Agency	State of Good Repair PUC 99313 Fund Estimate	State of Good Repair PUC 99314 Fund Estimate
City of Camarillo		\$7,758
Gold Coast Transit		\$44,130
City of Moorpark		\$3,099
City of Simi Valley		\$12,058
City of Thousand Oaks		\$4,377
SCRRA		\$131,136
VCTC	\$1,246,610	-
TOTAL	\$1,246,610	\$202,558

DISCUSSION:

To avoid permanently losing the State of Good Repair apportioned funds, VCTC is required to compile and forward to Caltrans a combined list of eligible projects for the region proposed to be funded with State of Good Repair funds.

Eligible State of Good Repair Projects include:

- transit capital projects or services to maintain or repair existing vehicles or transit facilities;
- the design, acquisition and construction of new vehicles or facilities that improve existing transit services; and
- transit services that complement local efforts for repair and improvement of local transportation infrastructure.

The proposed FY20/21 State of Good Repair projects for Ventura County are listed in Table 2 below:

Table 2. FY20/21 State of Good Repair Project List			
Agency	Project Title	Project Description	Proposed SGR Funding
City of Camarillo	Annual Rolling Stock Replacement	Annual rolling stock replacement	\$7,758
Gold Coast Transit	Vehicle and Camera Replacement Project	-Three (3) CNG Bus Replacement -Replacement of On-Board Cameras -Replacement light-duty non-revenue vehicles (2)	\$44,130
City of Moorpark	Metrolink North Parking Lot Rehabilitation and Expansion	Rehabilitation and expansion of the existing Moorpark Metrolink Station North Parking Lot	\$3,099
City of Simi Valley	Bus Stop Improvements	Purchase and installation of bus stop signage and amenities; renovation of existing bus stops; and construction of new bus stops and transit center identified in the Short-Range Transit Plan	\$12,058
City of Thousand Oaks	MSC Fuel Island Upgrade	Repair and upgrade of fuel island dispensers at the Municipal Service Center	\$4,377
SCRRA	Ventura Sub Train Control Systems Rehabilitation Project	Rehabilitation of the signals systems and communications systems along the Metrolink rail line in Ventura County.	\$1,377,746
Total			\$1,449,168

The SCRRA project includes both VCTC's PUC 99313 population formula funds of \$1,246,610 and SCRRA's PUC 99314 revenue formula funds of \$131,136 based upon the portion of Metrolink's service within Ventura County. The project will rehabilitate Train Control Systems including replacing the signal enclosures, internal control equipment and battery backup systems for three signals and crossings. It will also replace PTC equipment at two signals and replace all wayside base radio location and PTC data radios in Ventura County. Together, this project will help to ensure safe, reliable rail transit on the Ventura County Line.

Staff has reviewed the projects submitted by local transit operators for their revenue formula funds (PUC 99313) and determined the projects are consistent with the requirements of the SGR program. Therefore, staff recommends the Commission adopt Resolution #20-04 approving the list of SGR projects for FY20/21 State of Good Repair funds and authorizing the Executive Director to submit all required documents to receive the funds.

RESOLUTION #2020-04

**A RESOLUTION OF THE VENTURA COUNTY TRANSPORTATION COMMISSION
APPROVING THE PROJECT LIST TO RECEIVE
FY20/21 CALIFORNIA STATE OF GOOD REPAIR PROGRAM FUNDS**

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017, established the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital projects to maintain the public transit system in a state of good repair; and

WHEREAS, to be eligible for State of Good Repair funding, each year all potential recipient agencies are required to provide the Regional Transportation Planning Agency a list of projects proposed to be funded with their State of Good Repair apportionment, and

WHEREAS, the Ventura County Transportation Commission, as the Regional Transportation Planning Agency, is required to compile and submit the list of eligible projects for the region to Caltrans for their approval allowing the State Controller's Office to release the funds, and

WHEREAS, the Ventura County Transportation Commission receives and distributes State of Good Repair funds to project sponsors for eligible transit capital projects; and

WHEREAS, local transit operators have submitted their proposed project lists to the Ventura County Transportation Commission; and

WHEREAS, VCTC has determined the projects listed in Exhibit A are consistent with the adopted 2020 SGR Program Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Ventura County Transportation Commission approves the region's State of Good Repair project list in Exhibit A for Fiscal Year 20/21 State of Good Repair Program Funds.

NOW, THEREFORE, BE IT RESOLVED the Ventura County Transportation Commission agrees to comply with the requirements of the SGR Program.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Executive Director of the Ventura County Transportation Commission is authorized to execute all required documents to receive the funds.

PASSED AND ADOPTED on this 11th day of September 2020 by VCTC action.

ATTEST:

Claudia Bill-de la Peña, Chair
APPROVED AS TO FORM:

Roxanna Ibarra, Clerk of the Commission

Steve Mattas, General Counsel

Exhibit A

FY20/21 State of Good Repair Project List		
Agency	Project Title	Project Description
City of Camarillo	Annual Rolling Stock Replacement	Annual rolling stock replacement
Gold Coast Transit	Vehicle and Camera Replacement Project	-Three (3) CNG Bus Replacement -Replacement On-Board Camera Systems -Replacement light duty non-revenue vehicles (2)
City of Moorpark	Metrolink North Parking Lot Rehabilitation and Expansion	Rehabilitation and expansion of the existing Moorpark Metrolink Station North Parking Lot
City of Simi Valley	Bus Stop Improvements	Purchase and installation of bus stop signage and amenities; renovation of existing bus stops; and construction of new bus stops and transit center identified in the City of Simi Valley Short Range Transit Plan.
City of Thousand Oaks	MSC Fuel Island Upgrade	Repair and upgrade of fuel island dispensers at the City of Thousand Oaks Municipal Service Center.
SCRRA	Ventura Sub Train Control Systems Rehabilitation Project	Rehabilitation of the signals systems and communication systems along the Metrolink rail line in Ventura County.



Item #8D

September 11, 2020

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: CLAIRE GRASTY, REGIONAL TRANSIT MANAGER
JENI EDDINGTON, TRANSIT PLANNER**

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

RECOMMENDATION:

Receive and File

DISCUSSION:

In an effort to continue Ventura County Transportation Commission's (VCTC) 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.

This reporting period covers the fourth quarter of Fiscal Year (FY) 19-20, which includes April, May and June of 2020. This was the first entire quarter impacted by the Shelter in Place orders under COVID-19. Since ridership bottomed during the first week of April, riders have slowly started to return to VCTC Intercity. While total ridership is down 75.45% from 2019, June ridership has increased 46.4% over April.

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 using 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

VCTC Transit Key Performance Measures Quarterly Report

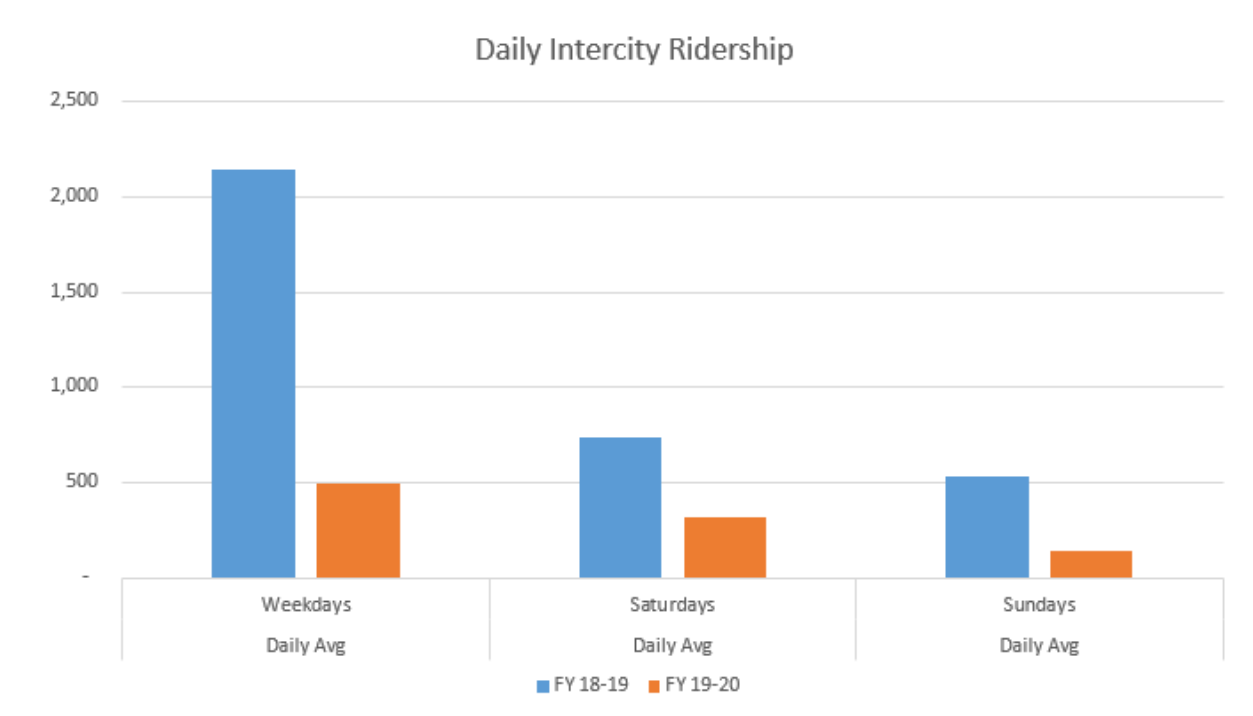
Fourth Quarter Fiscal Year 2019-2020

Ridership

Fourth Quarter FY 19-20 (APR-MAY-JUN) Intercity Bus Performance Measures and Goals

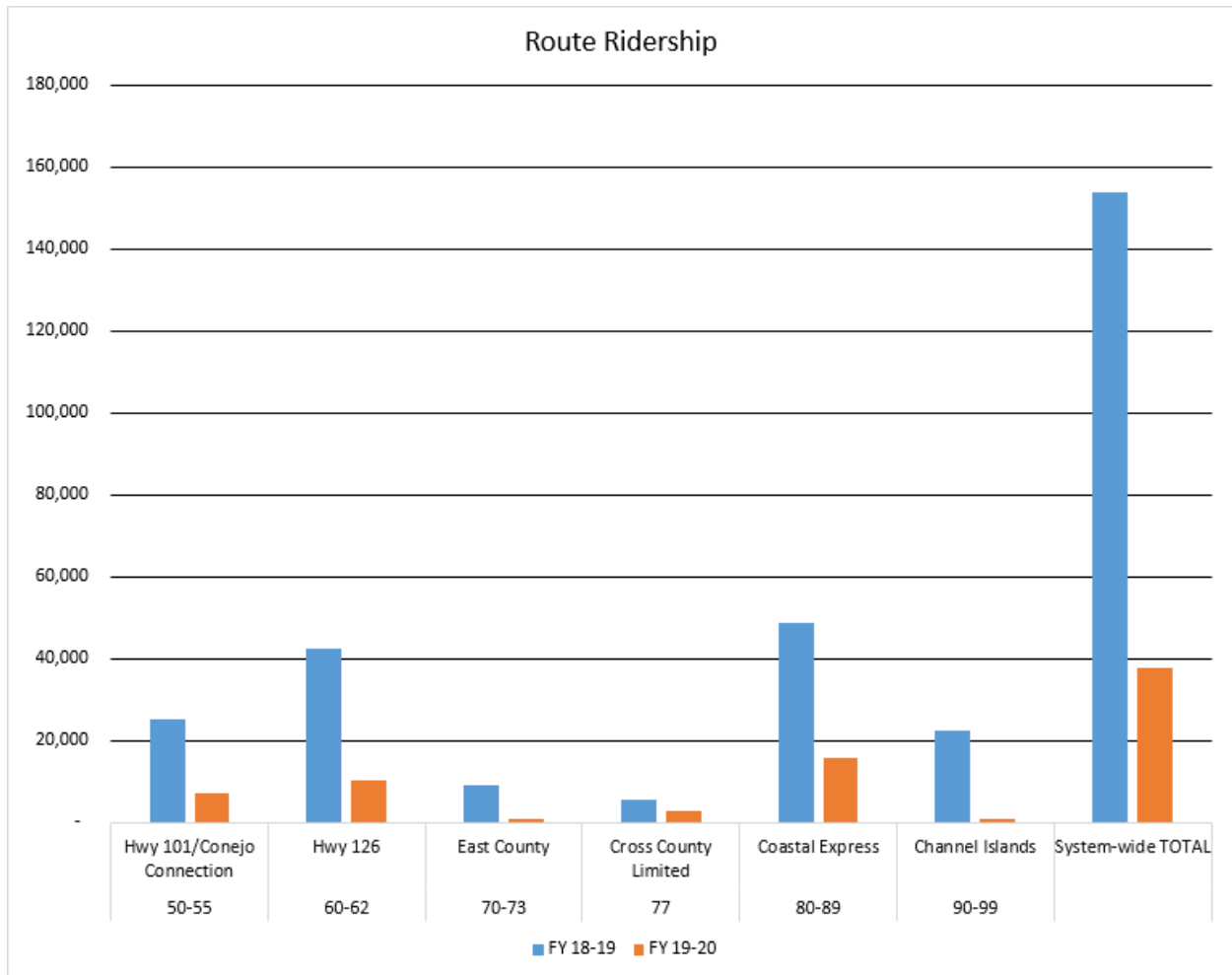
Performance goal: Increase in passengers quarter over quarter

The figure below provides 4th quarter FY 19-20 Weekday, Saturday, and Sunday system-wide daily ridership totals compared to the same quarter last year (which includes an equal distribution of days). Overall, system-wide ridership declined by 75.45% -- from 153,872 riders to 37,777 riders -- when compared to the same quarter last year. Daily average weekday ridership decreased by 77% with weekend service declining by 57% and 73% for Saturdays and Sundays, respectively.



INTERCITY	DAY	FY 18-19	FY 19-20	% CHANGE
Daily Avg	Weekdays	2,146	496	-77%
Daily Avg	Saturdays	739	319	-57%
Daily Avg	Sundays	533	145	-73%




All Intercity routes saw a drastic decline in ridership this quarter ranging from 52% (Cross County Limited) to 96% (Channel Islands). With the exception of the Coastal Express and Cross County Limited, all routes ran Saturday levels of service in the 4th quarter.



Route #	Line	FY 18-19	FY 19-20	% Change
50-55	Hwy 101/Conejo Connection	25,216	7,059	-72%
60-62	Hwy 126	42,302	10,302	-76%
70-73	East County	9,284	914	-90%
77	Cross County Limited	5,639	2,681	-52%
80-89	Coastal Express	48,777	15,965	-67%
90-99	Channel Islands	22,654	856	-96%
	System-wide TOTAL	153,872	37,777	-75%

The following table provides additional information on Intercity commuter boardings. Tracking these metrics helps VCTC understand the composition of ridership to better identify customer needs, transfer

needs, potential contributing factors to on-time performance delays and other needed service improvements.

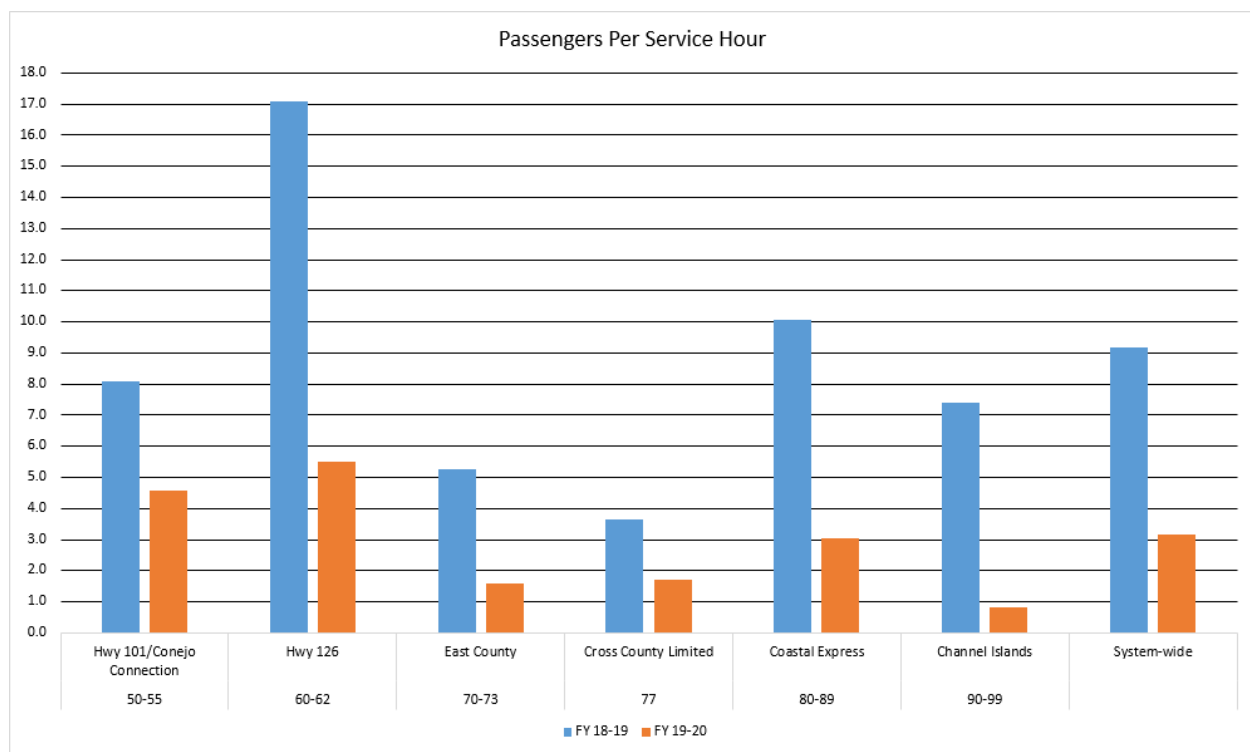
  	QTR 4 FY 19-20	Boardings	% of Ridership	% change in Boardings
	Wheelchair Boardings	56	0.15%	-82%
	Bicycle Boardings	2,686	7.11%	-49%
	Train Transfers	6	0.02%	-100%

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.

4th Quarter: 3.2 passengers per hour average system-wide

In the 4th Quarter of FY19-20, all VCTC Intercity bus routes fell short of the performance goal due to the 75% reduction in overall ridership and reduction in service. Passengers per hour decreased from 9.2 in FY 18-19 to 3.2 in FY 19-20 – a 65% decline. The routes seeing the greatest efficiency of service during this quarter were the Hwy 101/Conejo Connection and the Coastal Express. The Hwy 126 route was the most efficient, moving 5.5 passengers per hour while the Channel Islands route averaged <1.0 passenger per hour.



Passengers Per Hour

Route #	Line	FY 18-19	FY 19-20	% Change	Performance Goal
50-55	Hwy 101/Conejo Connection	8.1	4.6	-44%	10-15
60-62	Hwy 126	17.1	5.5	-68%	10-15
70-73	East County	5.2	1.6	-70%	10
77	Cross County Limited	3.6	1.7	-53%	10
80-89	Coastal Express	10.1	3.0	-70%	10-15
90-99	Channel Islands	7.4	0.8	-89%	15
System-wide		9.2	3.2	-65%	10-15

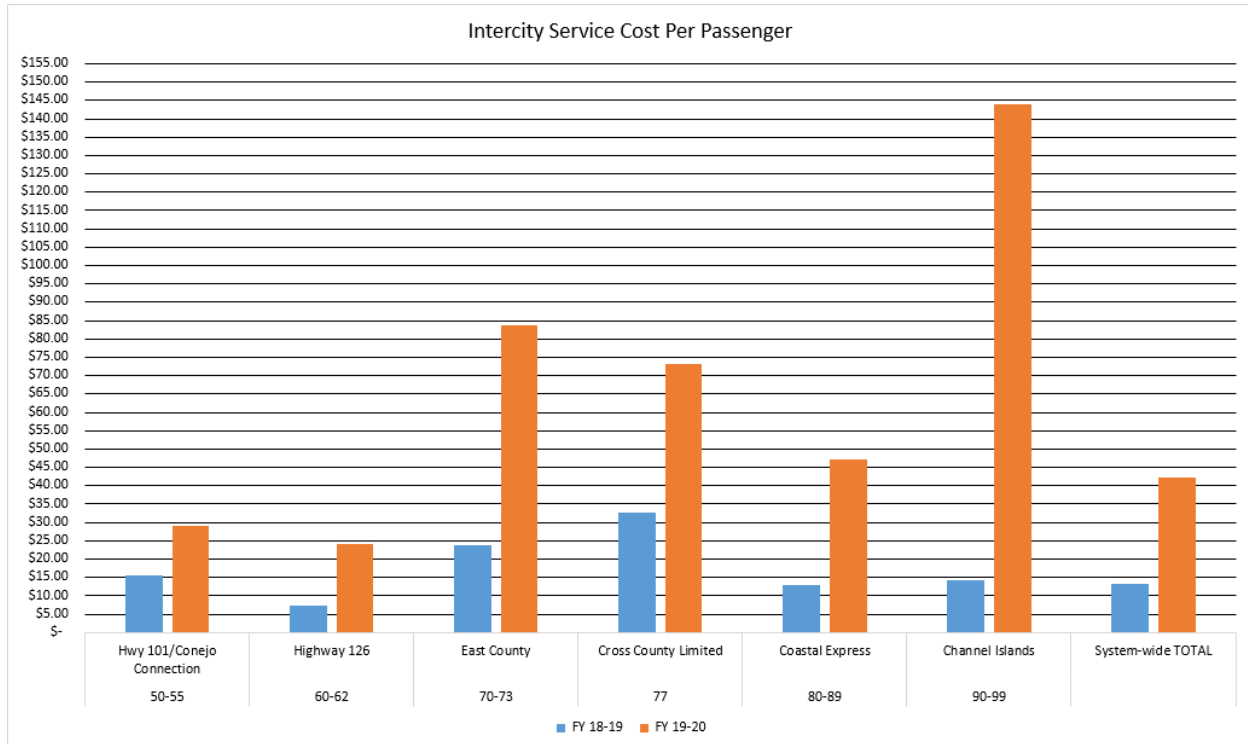
Operating Costs and Revenue

Operating Costs

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

4th Quarter: \$46.36 system-wide average cost per passenger

Intercity cost per passenger increased this quarter from an average of \$13.35 to \$46.36 due to lower ridership coupled with the suspension of fare collection, both a consequence of the Covid-19 pandemic.



System-wide*	QTR 4 FY 18-19	Q4 FY 19-20	% Change
Revenue Miles	395,647	297,094	-25%
Revenue Hours	16,794	11,899	-29%
Operating Cost	\$ 2,205,222	\$ 1,751,365	-21%
Passenger Revenue	\$ 279,706	\$ -	-100%
Operating Cost less Revenue	\$ 1,925,516	\$ 1,751,365	-9%
Cost per Hour	\$ 115	\$ 147	28%
Cost per Mile	\$ 4.87	\$ 5.89	21%
Passengers	153,872	37,777	-75%
Cost per Passenger	\$ 12.51	\$ 46.36	270%

* includes demonstration route Cross County Limited

Revenue

Performance goal: 25% farebox recovery ratio

4th Quarter: 0% - Fares not collected beginning March 2020 to reduce high frequency touchpoints.

Farebox recovery ratio (FRR) is the ratio of passenger fares and other locally generated revenues divided by operating costs. Revenue typically includes passenger fares but may also include revenue generated from other sources and are often referred to as “route guarantees.” Although the FRR is normally calculated on an annual basis and excludes demonstration routes, quarterly reporting of this metric does provide some indication of operational efficiency and includes the grant funded demonstration route Cross County Limited.

With the elimination of fare collection in mid-March, the Farebox Recovery Ratio fell to 0% this quarter. Route guarantees, however, lift the FRR to 20-percent. In addition, the federal CARES package provides a means to replace lost revenues due to the COVID-19 crisis. Operating costs fell 21% due to a reduction in service while ridership dropped 75-percent.

Passenger Revenue, Operating Cost and Farebox Recovery Ratio:

System-wide*	FY 18-19		FY 19-20 % Change
Operating Cost	\$ 2,205,222	\$ 1,751,365	-21%
Passenger Revenue	\$ 279,706	\$ -	-100%
Farebox Recovery Ratio not including route guarantees	12.7%	0.0%	-100.0%
Passengers	153,872	37,777	-75%
Revenue per Passenger	\$ 1.82	\$ -	-100%
Cost per Passenger	\$ 13	\$ 46	270%
Subsidy per Passenger	\$ 11	\$ 46	333%
Passenger Revenue including Route Guarantees	\$ 602,151	\$ 350,750	-42%
Farebox Recovery Ratio including route guarantees	27.3%	20.0%	-26.7%

** includes demonstration route Cross County Limited*

Intercity Service Customer Satisfaction

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

4th Quarter: 7.94 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 days of the reported incident.

Fiscal Year 2019-2020 Quarter 4 totaled three valid complaints for 37,777 passenger trips, equal to 7.94 complaints per 100,000 passengers -- two more than last quarter. Of the valid complaints, two were associated with driver activity (late bus, rude driver, unsafe driving) and one referred to an Agency complaint. Drivers are counseled with respect to customer service and timely service; in the case of unsafe driving, the driver is both counseled and re-trained by the operator (RATP Dev.).

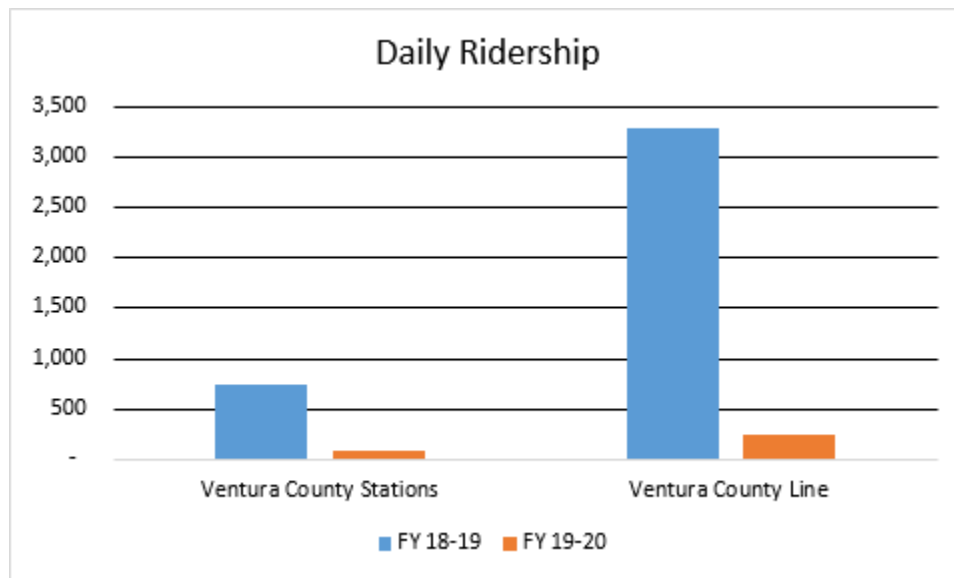
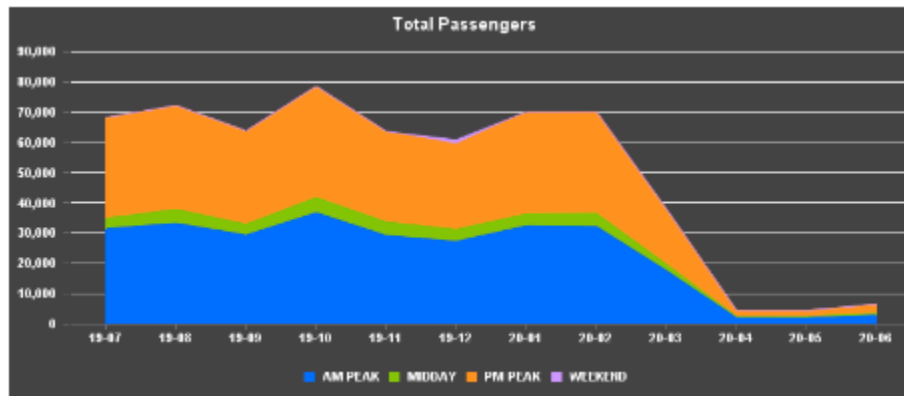
Fourth Quarter Fiscal Year 19-20 Rail (Metrolink) Performance Measures

Metrolink

Consistent with statewide COVID-19 impacts to public transit, Metrolink ridership dropped precipitously in April (-81%) and although May and June saw ridership increases of 15% and 29%, respectively, ridership is still down 91% from the same quarter last year.

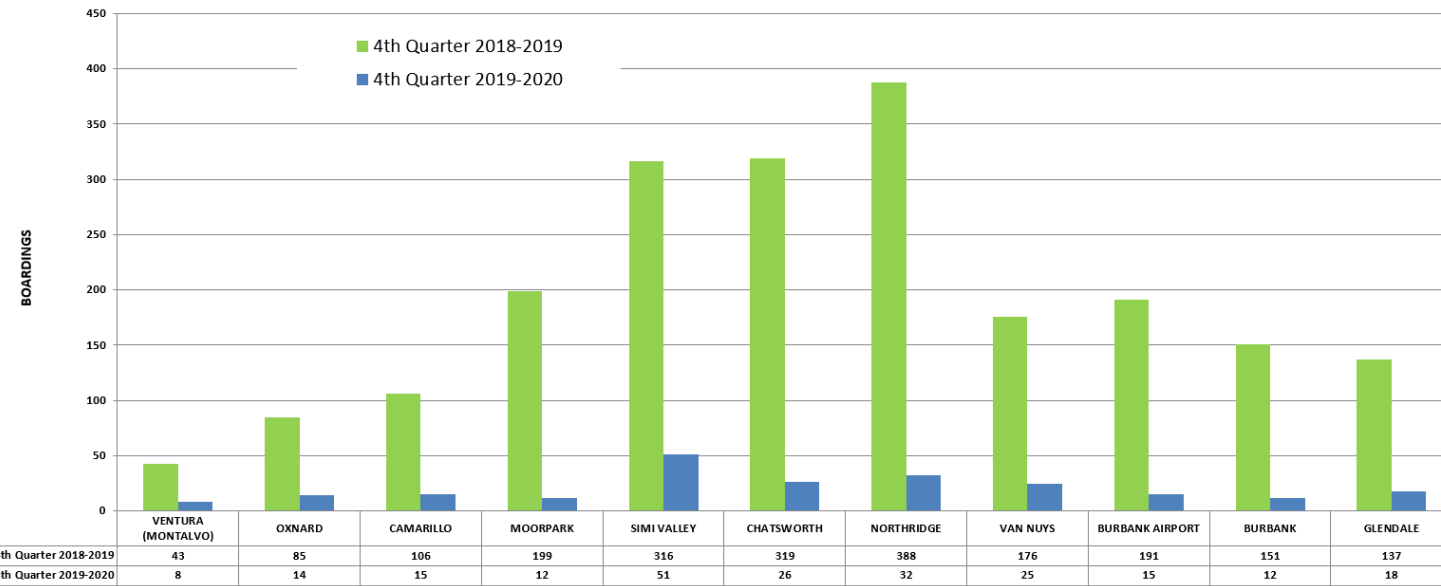
Monthly ridership dropped on the Ventura County Line from between 60-70,000 total passengers to less than 10,000 in April, an approximate 85% decrease. Similar to Metrolink, the Ventura County Line saw a slight uptick in ridership month-over-month in May (8.87%) and June (33.94%), overall ridership is down by more than 90-percent.

Ventura County Line Ridership fiscal year to date (July 2019 – June 2020):



Daily Passenger Trips	Ventura County Stations	Ventura County Line	System Total
FY 18-19	750	3,282	39,513
FY 19-20	79	240	4,810
Percent Change	-89.42%	-92.69%	-87.83%

**Metrolink Ventura County Station
Average Daily Boardings - Year-over-Year
QTR 4 FY 19-20**





Item #8E

September 11, 2020

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: CAITLIN BROOKS, PROGRAM MANAGER-TRANSPORTATION PLANNING

SUBJECT: CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM – COMPREHENSIVE TRANSPORTATION PLAN UPDATE

RECOMMENDATION:

- Accept Caltrans Sustainable Transportation Planning Grant Funds and enter a contract with Caltrans to prepare an update to the Ventura County Comprehensive Transportation Plan (CTP).
- Approve Resolution 2020-05 to authorize the Executive Director to execute the Grant Agreement and any amendments thereto with the California Department of Transportation. (Attachment A).

BACKGROUND:

In October 2019, the Commission approved the submission of a Grant application to the Caltrans Sustainable Transportation Planning Grant Program and authorized the use of up to \$51,615 in Local Transportation Funds (LTF) as matching funds should a grant be awarded to VCTC. Caltrans announced a grant award to VCTC on June 18, 2020. Staff now requests authorization to enter a contract with Caltrans to accept the grant award to update the Comprehensive Transportation Plan (CTP).

The Sustainable Transportation Planning Grant of \$398,385, combined with the local cash match of \$51,615, provides \$450,000 for VCTC to update CTP, which was originally adopted in 2013. The Fiscal Year 2020/2021 Regional Transportation Planning program budget includes both grant and LTF funds.

The CTP update will be developed as a long-range policy document, built from community-based, local priorities and community-expressed need to enhance regional connections. It is aimed at ensuring mobility and enhancing the quality of life for all Ventura County residents. The CTP will examine key regional issues, such as reducing GHG emissions, enhancing climate-resilient transportation networks, improving mobility across all modes of transportation, and exploring various funding strategies and options from the federal, state, regional, and local levels. The CTP Update is intended to provide a framework for future community-based planning and collaboration and will inform Ventura County's long-range transportation decisions. VCTC plans to incorporate an update to the Congestion Management Program (CMP) in conjunction with the CTP Update. The CMP was last updated in 2009.

RESOLUTION NO. 2020-05
A RESOLUTION OF THE VENTURA COUNTY TRANSPORTATION COMMISSION
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR
THE COMPREHENSIVE TRANSPORTATION PLAN UPDATE

WHEREAS, the Ventura County Transportation Commission is eligible to receive Federal and/or State funding for certain transportation planning efforts, through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs;

WHEREAS, the Ventura County Transportation Commission wishes to delegate authorization to execute these agreements and any amendments thereto;

NOW, THEREFORE, BE IT RESOLVED by the Ventura County Transportation Commission, the Executive Director, or designee, is authorized to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

APPROVED AND PASSED this 11th day of September, 2020.

Claudia Bill-de la Peña, Chair, VCTC

Roxanna Ibarra, Clerk of the Commission

APPROVED AS TO FORM:

Steven T. Mattas, General Counsel



Item #8F

September 11, 2020

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: AMANDA FAGAN, DIRECTOR OF PLANNING & POLICY

SUBJECT: UPDATES AND ACCESS TO VENTURA COUNTY TRAFFIC MODEL AND SENATE BILL 743 IMPLEMENTATION SUPPORT

RECOMMENDATION:

- Receive and file a report on updates to the Ventura County Traffic Model (VCTM) and VCTC support for local agency implementation of Senate Bill (SB) 743.

BACKGROUND:

In 2013, the California State Legislature passed, and the Governor signed into law, SB 743. The intent of SB 743 is to balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions. As of the July 1, 2020 implementation deadline, traffic congestion and vehicle delay can no longer be considered a significant impact on the environment within California Environmental Quality Act (CEQA) transportation analysis. SB 743 shifts away from using Level of Service (LOS) to measure transportation impacts under CEQA, to using Vehicle Miles Travelled (VMT) as a measure of significance.

The Ventura County Traffic Model (VCTM) is an analytical tool for studying traffic patterns and traffic forecasting. Results of the VCTM are based on known and predicted land uses and associated vehicle trip rates. The current version of the VCTM was developed in 2016-2017, based on 2012 land use assumptions, and aligns with the 2016 version of the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), with a planning horizon of 2040. VCTC's model must be consistent with the current RTP/SCS.

The VCTM currently calculates VMT, but it does not produce validated results for per capita or per employee calculations, which are required for consideration of transportation impact in accordance with implementing guidance for SB 743.

DISCUSSION:

Though SB 743 does not include a statutory role for regional transportation planning agencies such as VCTC, the Commission's efforts to coordinate transportation planning across the region, ownership of the

VCTM, and multiple requests from local agency staff for VCTC assistance suggested a role for VCTC to support SB 743 implementation.

SB 743 Implementation Support

In March 2020, VCTC conducted an informal survey of jurisdictions within Ventura County to gauge awareness and readiness for implementation of SB 743. The survey indicated significant interest in use of the VCTM as part of the local implementation process, and also indicated an interest in support from regional planning agencies (VCTC, SCAG, VCOG) for education and information on VMT analysis and establishment of regional baselines for VMT.

On August 11, 2020, VCTC staff hosted a virtual discussion of SB 743 implementation in Ventura County. Over 50 Planning, Public Works, and Transportation staff from local, regional and State agencies across Ventura County participated. The purpose of the session was to discuss the status of implementation efforts by cities, the County, and VCTC, available and needed resources, and opportunities for collaboration, such as regional mitigation strategies.

VCTM Updates

Historically, VCTC updates the VCTM every five to seven years to maintain validity of results. While it has only been three years since the VCTM was last updated, SCAG adopted an update to the RTP/SCS in May 2020, known as Connect SoCal, with a planning horizon of 2045. Connect SoCal also includes updated land use assumptions (2016 base year). For transportation projects under the purview of VCTC, calculations of induced travel demand will require an updated model that incorporates expanded VMT calculations. An updated traffic model also supports the completion of updates to the Comprehensive Transportation Plan (CTP) and integrated Congestion Management Program (CMP). As such, the VCTM is once again in need of an update.

On July 31, 2020, VCTC entered into a contract for \$32,670 with Iteris, Inc. to update the VCTM to the most recent base year data (2016), develop automated model outputs of baseline VMT per capita and per employee, and provide on-call modeling support. This activity was identified and is fully funded within VCTC's Regional Transportation Planning Fiscal Year 2020/2021 Task Budget. The model updates will include both the modeled VMT averages by Traffic Analysis Zone (TAZ) and City, as well as a spreadsheet tool that serves as a simple VMT calculator, which will be made available to local agencies when completed. In order to update the model, VCTC will require the cooperation and support of the cities and County to validate land use data.

VCTM Access

In light of several recent requests for access to the VCTM by local agencies and supporting consultants, VCTC staff developed and the Executive Director approved the VCTM Model Data Usage Agreement and Request Form to manage model requests and to protect the integrity of the VCTM. For agencies that wish to receive a copy of the model, they will complete the VCTM Model Data Request Form, sign the VCTM Model Data Usage Agreement, and send the completed Form and Agreement to Amanda Fagan, VCTC Director of Planning and Policy, at afagan@goventura.org. Requestors may then provide a File Transfer Protocol (FTP) site or external hard drive to VCTC to receive a copy of the model.



ITEM #8G

Sept. 11, 2020

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: DARRIN PESCHKA, PROGRAM MANAGER, GOVERNMENT AND COMMUNITY RELATIONS

SUBJECT: REQUEST FOR PROPOSALS – MARKETING AND COMMUNITY OUTREACH PROGRAM

RECOMMENDATION:

- Authorize release of Request for Proposals (RFP) for VCTC's Marketing and Community Outreach Program

BACKGROUND:

VCTC historically has relied on outside firms to provide services for the VCTC Marketing and Community Outreach Program. The current contract ends in December 2020 and, with all extension options exhausted, we are required to release a new request for proposals.

The attached RFP is to solicit proposals for Ventura County's Marketing and Community Outreach Program. The objective of this program is to increase public recognition of the VCTC brand and services it provides to the residents of Ventura County and to encourage the community to participate and share in our vision for the future of transportation in Ventura County. VCTC also coordinates efforts in support of other transit operators in Ventura County and the Southern California region. Although the COVID-19 pandemic currently constrains some outreach efforts, this RFP is prepared under the assumption that normal activities eventually will resume.

Funding for this program has been identified in the FY 2020/21 budget. This agreement will be for three and one-half years with one two-year extension, beginning Jan. 1, 2021. The annual estimated cost for this agreement is in the range of \$500,000.

DISADVANTAGED BUSINESS ENTERPRISE

This contract will receive Federal Transit Administration funds for Transit Outreach and Federal Highway Administration funds administered by Caltrans for Regional Rideshare Outreach. VCTC is required under the Caltrans Disadvantaged Business Enterprise (DBE) Program to adopt a contract goal for DBE participation. The goal for DBE participation for this contract is 12%.



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REQUEST FOR PROPOSALS (RFP)

MARKETING AND COMMUNITY OUTREACH PROGRAM

I. INTRODUCTION

The Ventura County Transportation Commission (VCTC) is soliciting proposals for a Marketing and Community Outreach Program. The objective of this program is to increase public recognition of the VCTC brand and services it provides to the residents of Ventura County.

VCTC is an independent public agency governed by a Commission composed of council members from each city, all five county supervisors and two public members. VCTC builds consensus, makes strategic plans, obtains and allocates resources, contracts for transit services and provides information on a broad range of topics pertinent to Ventura County's transportation services and infrastructure.

VCTC is comprised of 22 staff members with a wide array of responsibilities and, therefore, only has limited staff time available for marketing and public outreach activities. VCTC recently hired a Program Manager for Government and Community Relations who has expertise in many of these areas and will assist in these responsibilities. The consultant chosen will serve under the direction of the program manager and must be able to perform all functions of the program.

The initial agreement will be a three and one-half-year agreement commencing Jan. 1, 2021. VCTC will review the program annually and reserves the right to terminate the program at the end of each year. At the end of the period, VCTC reserves the right to extend the agreement for two years.

II. DESCRIPTION OF SERVICES

Please visit the VCTC website www.goventura.org for information about programs and services VCTC provides.

EXISTING OUTREACH EFFORTS

Social Media

The VCTC website, Facebook, Twitter and Instagram are used to disseminate time-sensitive information, promote campaign/outreach activities, and provide valuable customer service. - *VCTC staff maintains the website. Consultant is responsible for daily social media messages and creation of graphics and information to be uploaded to website.*

Community Events

Each year VCTC participates in as many community-specific Earth Day events as possible, in addition to wellness/benefit fairs based on individual city requests. During these events, promotional items and information are distributed to attendees. When possible, we have coordinated with local transit operators countywide to display and distribute their service information as well. – *Consultant handles all activities related to the provision of bilingual staff, reservations, design and creation of promotional and informational items, set-up and tear-down, and coordination with local operators.*

Ventura County Fair

This two-week event provides widespread exposure for VCTC, which hosts a booth to distribute promotional items and service materials for VCTC's programs and services. This event has proven helpful in expanding contact databases through the promotion of daily drawings. *Consultant handles all activities related to the provision of bilingual staff, reservations, design and creation of promotional and informational items, set-up and tear-down, coordination with local operators, tracking number of visitors to booth and gathering contact information for database.*

Youth Outreach

Over the years, VCTC has utilized several outreach programs, such as an art contest, to promote alternative forms of transportation and the role of VCTC to younger generations. VCTC has found these efforts to be a valuable tool to provide information about local government and transit. – *Consultant responsible for development of youth outreach programs and materials, and supervision of projects to promote VCTC to younger generations.*

Ventura County Bikeways Map and App

VCTC produces a Bikeways map to help bicyclists travel easily through Ventura County. The map includes the complete bikeways system for the entire county. These bikeways have been built and are maintained by the county or cities in which they are located. – *VCTC staff is responsible for updating the map as needed.*

MOBILITY SERVICES

Regional Transit Information Center

The Regional Transit Information Center (RTIC) provides a clearinghouse of regional transit information for Ventura County. Staffed daily, Monday thru Friday, staff provides assistance with public transit information for all transit operations in Ventura County, including VCTC's programs and services as well as those provided by local operators and regional rail providers. Inquiries are received online, over the phone and in writing. Staff also conducts occasional targeted outreach in English and Spanish to the transit community (such as to healthcare or social worker groups, City staffs, and/or to the public). --*Consultant will provide informational collateral and assistance when special circumstances arise by providing scripts, FAQ sheets and coordination of outreach materials.*

VCTC Intercity Transit Bus Service

VCTC Intercity transit service information consists of brochures (bus books), maps, informational graphics, public notices, outreach materials for information booths, operations and fleet decals, online service information, posters, fleet branding and design (livery). – *Consultant is responsible for graphic design and production of all transit service information and collateral, both printed and online, including but not limited to: brochures, materials at bus stops, public notices, for outreach events, online promotion and social media, fleet branding and livery, interior/exterior decals, and the goventura.org website transit pages.*

Regional Transit Technology

VCTC provides coordinated transit technologies, utilized regionally by all fixed route bus operators. This includes Computer Automated Dispatching and Automatic Vehicle Location system (CAD/AVL) which provides “real-time passenger information” to the riding public at bus stop displays, online, and using mobile apps. This system is branded GOVCBus. As well, VCTC intends to launch a Mobile Ticketing and Advanced Fare Collection platform for all bus operators in Ventura County. As well, regional fare media using traditional technologies are currently utilized across eight transit operators. – *Consultant will provide graphic design, online and printed collateral, outreach, promotion and branding services of VCTC’s Regional Transit Technology programs and services.*

Regional Transit Promotion

VCTC works to coordinate efforts with local operators to highlight and promote all county transit services, which includes highlighting operators’ service changes and programs on social media and providing their materials at all outreach events. A significant aspect of this task includes the following campaigns: College Ride, Unmet Needs, Veterans Day, and Destinations, among others. – *Consultant is knowledgeable of the services and routes offered by local operators and provides graphic design, online and printed collateral, outreach, promotion of the campaigns.*

Rideshare Programs

Rideshare Programs includes outreach on rideshare, biking and teleworking and includes campaigns such as Rideshare Week, Bike Week and Rideshare Evergreen. This task also includes working with local ETCs, including eblasts and working with VCTC’s Rideshare database vendor to promote the program and increase usage – *Consultant is knowledgeable about rideshare, biking and teleworking; provides graphic design, online and printed collateral, outreach, promotion of the campaigns.*

Rail Programs

Rail Programs includes outreach regarding Metrolink and Pacific Surfliner service in Ventura County. Tasks include highlighting service changes, capital projects, early morning train service and campaigns put on either by VCTC such as Metrolink Saturday Service or by Metrolink or LOSSAN such as Earth Day, the Holiday Train, Hug the Coast, among others – *Consultant is knowledgeable about rail service in Ventura County and provides graphic design, online and printed collateral, outreach, promotion of VCTC campaigns as well as working with Metrolink and LOSSAN to highlight their campaigns.*

In addition to the Mobility Services activities listed above Consultant provides the following:

Lead Generation Phone Calls

Make “cold calls” to generate interest in the Commuter Services program and provide VCTC staff with “warm leads” for follow-up and mail follow-up content to newly established contact.

Maintenance of ETC Database

This database includes contact names and information for individuals at worksites countywide and serves as the initial list used for promotional direct mail efforts and eblasts.

III. CONSULTANT SCOPE OF WORK

The selected consultant shall provide support for existing marketing and community outreach activities, including updates and reprints of all materials as needed. Additionally, consultant will provide creative and strategic input to develop and facilitate implementation of countywide targeted marketing activities that will best achieve the objectives of VCTC and can be measured to demonstrate results from those marketing actions implemented.

IV. BUDGET

The annual estimated cost for this agreement is in the range of \$500,000.

V. CONSULTANT SELECTION PROCESS

Four (4) hard copies of the proposal and a thumb drive containing the proposal must be submitted no later than by **4 P.M. PST Thursday, Oct. 15, 2020** to:

Ventura County Transportation Commission
Attn: Darrin Peschka, Program Manager, Government and Community Relations
950 County Square Drive #207
Ventura, CA 93003

*Proposals received later than 4 P.M. Thursday, Oct. 15, 2020, will be deemed non-responsive and will be returned to the proposer.

Any questions concerning this Request for Proposal should be directed to Darrin Peschka, VCTC Program Manager, Government and Community Relations at (805) 642-1591 ext. 108 or email to: dpeschka@goventura.org no later than 4 P.M. PST, Monday, Sept. 21, 2020. All consultants requesting information shall be responded to directly and all questions and responses will be posted on the website as an addendum to the RFP.

There is no expressed or implied obligation for VCTC to reimburse responding firms for any expenses incurred in the preparation or delivery of proposals in response to this request. VCTC reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. All submissions are considered a matter of public record. All proposals must include the items listed below. Any proposal that does not include the following shall be deemed non-responsive and rejected:

A. PROPOSAL INFORMATION AND CONTENT

Proposals should be organized as follows:

1. **Title Page** - Indicate RFP subject, name of proposer's firm, local address, telephone number, name of contact person, and date of proposal as well as the names and contact information of any subcontractors.

Provide the names and titles of individuals authorized to make representations for the proposer.

2. **Table of Contents** - Include a clear identification of the material in the RFP by section and page number.
3. **Letter of Transmittal** - Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work within the specified time period.
4. **Profile of the Proposer** - State whether the firm is local or national, and provide a summary of representative experience relevant to the work solicited by this RFP.
5. **Summary of Proposer's Qualifications** - Provide a brief statement of similar projects performed. Identify individuals who performed work on similar projects and individuals that will be assigned to this project.

Provide a list of references for whom similar work has been performed, as well as references for any proposed subcontractors.

6. **Description of Marketing Activity Program** - Describe what, how and by whom the different marketing activities will be implemented; when and by what method(s) the activities will be documented to verify the activity's success; and, how the different activities satisfy the needs expressed in the RFP.
7. **Fee Structure** - Identify and include a detailed fee structure each marketing activity project with cost breakdowns for administration, creative, printing, media buys, etc.
8. **Certification of Federal Compliance** - Include all necessary federal regulatory compliance certifications in the proposal; see Section VI for certification information and forms,

PROPOSAL EVALUATION

Proposals will be reviewed by a consultant selection committee selected by VCTC. Interviews will be arranged with some or all proposers via Zoom the week of Nov. 10, 2020.

Proposals will be evaluated according to the following criteria:

- Experience with similar projects;
- Familiarity with Ventura County, the various services offered by VCTC and the media markets important to the area;
- Demonstrated competence to perform work specific in this RFP, the ability to meet the schedule, and, compliance with all applicable federal regulations and requirements;
- Assigned personnel qualifications and availability;
- Responsiveness to RFP and;
- Evidence of full understanding of the work to be performed including the importance of, and the different methods for, quantifying the success of the different marketing activities.

B. PROPOSAL REVIEW SCHEDULE

The following schedule has been established for this solicitation. VCTC reserves the right to modify this schedule if it is in the best interest to do so. If VCTC does modify the schedule, it shall provide written notice of such to all parties known to have received copies of this RFP.

<u>DATE</u>	<u>ACTIVITY</u>
Sept. 11, 2020	Advertise and Issue RFP
Sept. 28, 2020	Non mandatory Pre-proposal Meeting (via Zoom)
Oct. 15, 2020	Proposals due at VCTC office
Nov. 10, 2020	Interviews with proposers by VCTC
Dec. 4, 2020	Approval of Contract by VCTC
Dec. 4, 2020	Notice To Proceed

VI. FEDERAL REQUIREMENTS AND CERTIFICATIONS

This program is funded with Federal Transit Administration funds and must comply with FTA requirements. The following federal requirements and certifications found in the Appendix are considered a part of this RFP and will become a part of the contract for consultant services. The certifications must be signed and included in the consultant's submittal for the proposal to be considered "responsive."

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REQUEST FOR PROPOSALS (RFP)
MARKETING AND COMMUNITY OUTREACH
PROGRAM

APPENDIX

APPENDIX: FEDERAL REQUIREMENTS AND CERTIFICATIONS

- A. Proposal Cost Form
- B. Proposer's Reference Form, Parts I & 11
- C. Worker's Compensation Insurance Certification
- D. List of Subcontractors (File if Applicable)
- E. Federal Transit Administration Guidelines
- F. Disclosure of Lobbying Activities Form
- G. DBE Information
- H. Professional Service Agreement

APPENDIX A PROPOSAL COST FORM

TO: VENTURA COUNTY TRANSPORTATION COMMISSION

DATE:

In response to the Request for Proposals for _____, the proposer submits the costs for the project as detailed on the following page(s) and as itemized to include costs for each individual advertising campaign including a breakdown of administrative costs, creative costs, support staff costs, printing, production, media buys, postage, telephone/telemarketing, etc.

If awarded the Contract, the undersigned hereby agrees to sign said Contract and to furnish the necessary certificates and performance bond (if required).

PROPOSER: _____

CONTACT: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____@_____

SIGNATURE: _____

TITLE: _____

APPENDIX B

PROPOSER REFERENCE FORM – PARTS I AND II

A. NAME _____

B. Proposer is a: (circle one)

Corporation Partnership Association Sole proprietorship

C. Proposer's Address and Telephone Number;

D. Name, Title, and Telephone Number of Proposers' Authorized Representative:

E. Proposer's Credit References: (Include names, addresses, and telephone numbers of at least three references, one of which must be the organization's bank)

1. _____

2. _____

3. _____

PART II

Client List for Transit Marketing Projects Currently and/or Previously Provided:

1. Client Name: _____

Client Address: _____

Contact Person: _____

Telephone Number: _____

Period of Service: _____

2. Client Name: _____

Client Address: _____

Contact Person: _____

Telephone Number: _____

Period of Service: _____

3. Client Name: _____

Client Address: _____

Contact Person: _____

Telephone Number: _____

Period of Service: _____

APPENDIX C

WORKER'S COMPENSATION INSURANCE CERTIFICATE

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Contractor shall secure the payment of Workmen's Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish VCTC with a certificate evidencing such coverage together with a verification thereof as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

SIGNED: _____
(Contractor)

DATE: _____

APPENDIX D

LIST OF SUBCONTRACTORS (FILE IF APPLICABLE)

Name of Subcontractor	Address/Phone	Items of Work
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APPENDIX E

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

1. FEDERAL CHANGES

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

2. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally-mandated statewide overall DBE goal.

The goal for DBE participation for this contract is 12%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

DBEs and other small businesses, as defined in 40 CFR, Part 26, are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 40 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as VCTC deems appropriate.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

A DBE firm may be terminated only with prior written approval from VCTC and only for the reasons specified in 40 CFR 26.53(f). Prior to requesting VCTC consent for the termination, CONSULTANT must meet the procedural requirements specified in 40 CFR 26.53(f).

A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such as extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared and submitted on the form entitled "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-24-2F [Exhibit 17-F of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report -Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Manager.

If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to VCTC's Contract Manager within 30 days.

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

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

CONTRACTOR may only delay or postpone any payment obligation (or retention) to any of its subcontractors for services rendered arising out of or related to this Agreement where, in VCTC's sole estimation, good cause exists for such a delay or postponement. All such determinations on VCTC's part that good cause exists for the delay or postponement of CONTRACTOR's payment obligation to its subcontractor must be made prior to the time when payment to the subcontractor would have been otherwise due by CONTRACTOR.

4. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

A. COMPLIANCE WITH REGULATIONS:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. NONDISCRIMINATION

In accordance with Title VI of the Civil Rights act, as amended, 42 U.S.C. 200d section 3 03 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this Contract:

- 1. Race, Color, Creed, National Origin, Sex** – In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract

Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 Relating to Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project for which this Contract work is being performed. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment of recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

2. **Age** – In accordance with section 4 of the Age discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
3. **Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “ Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Immigration and Naturalization Act of 1986** – In connection with the execution of this Contract, the Contractor must comply with all aspects of the federal Immigration and Naturalization Act of 1986.

D. SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

E. INFORMATION AND REPORTS:

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by VCTC or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this

information, the Contractor shall so certify to VCTC or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

F. SANCTIONS FOR NONCOMPLIANCE:

In the event of the Contractor's noncompliance with nondiscrimination provisions of this contract, VCTC shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Contractor under the contract until the Contractor complies; and/or
2. cancellation, termination, or suspension of the contract, in whole or in part.

G. INCORPORATION OF PROVISIONS:

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

H. SUBCONTRACTS

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

5. ACCESS TO RECORDS AND REPORTS

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

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

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

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

6. TERMINATION

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

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

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

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

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

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

7. SUBCONTRACTORS' CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION

- A.** The Contractor shall include in each subcontract exceeding \$100,000, regardless of tier, a clause requiring each lower tiered subcontractor to provide the certification set forth in paragraph B of this section. Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall knowingly enter into any lower tier subcontract exceeding \$100,000 with a person who is disbarred, suspended or declared ineligible from obtaining federal assistance funds. If a

proposed subcontractor is unable to certify to the statements in the following certification, the Contractor shall promptly notify VCTC and provide all applicable documentation.

- B.** Each subcontractor with a subcontract exceeding \$100,000 shall certify as follows:

Subcontractor's Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. _____ ("subcontractor") certifies, by submission of its proposal to _____ ("Contractor"), that neither it nor its "principals" (as defined in 49 CFR 29.105(p)1 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracts by any Federal department or agency.
2. If subcontractor is unable to certify to the statements in the certification, subcontractor has attached a written explanation to its proposal to the Contractor.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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

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

9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions in this Section (FTA Requirements) include, in part, certain Standard Terms and Conditions required by the U.S. Department of transportation (DOT), whether or not

expressly set forth in the preceding provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 as it may be amended from time to time, are hereby incorporated in this Contract reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any requests of the City which would cause the City to be in violation of the FTA terms and conditions.

10. LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

11. ENVIRONMENTAL REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. Clean Air

The contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 1 1017 of the California Government Code. All Contractors and suppliers shall be required to submit evidence, if requested, to VCTC that the governing air pollution control criteria will be met.

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

B. Clean Water

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

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

C. Energy Conservation

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (42 U.S.C., Section 6321 et seq.).

12. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962, including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

13. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions in this Section (FTA Requirements) include, in part, certain Standard Terms and Conditions required by the U.S. Department of transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 as it may be amended from time to time, are hereby incorporated in this Contract reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any requests of the VCTC which would cause the VCTC to be in violation of the FTA terms and conditions.

14. BREACHES AND DISPUTE RESOLUTION PROCEDURE

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

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

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

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

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or

failure to act by the VCTC, Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15. FLY AMERICA

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

16. CARGO PREFERENCE

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Suspension and Debarment Certification

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

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

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

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

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature of Contractor's Authorized Official

Date

Typed Name and Title of Contractor's Authorized Official

APPENDIX F

Lobbying Certification

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

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

Signature & Title of Authorized Official

Date

APPENDIX G

DBE Information

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 12.00 %

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1: Consultant Proposal DBE Commitment must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards **meeting** the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included **in best qualified consultant’s executed consultant contract**. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#).
 - 1. Click on the link titled "Access the DBE Query Form"
 - 2. Click on "Start DBE Firms Query" link

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. materials or supplies purchased from dbes count towards the db e goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not

an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: Ventura County Transportation Commission 2. Contract DBE Goal: 12%
 3. Project Description: Marketing and Community Outreach Program
 4. Project Location: Ventura County
 5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION % IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. <div style="display: flex; justify-content: space-between;"> <div> 21. Local Agency Representative's _____ 23. Local Agency Representative's _____ 25. Local Agency Representative's _____ Title </div> <div> 22. Date _____ 24. Phone _____ </div> </div>			
		<div style="display: flex; justify-content: space-between;"> <div> 12. Preparer's Signature _____ 14. Preparer's _____ 16. Preparer's _____ Title </div> <div> 13. Date _____ 15. Phone _____ </div> </div>	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.

23. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.

24. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.

25. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Ventura County Transportation Commission 2. Contract DBE Goal: 12%
 3. Project Description: Marketing and Community Outreach Program
 4. Project Location: Ventura County
 5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			%
23. Local Agency Representative's _____ 24. Date _____ 25. Local Agency Representative's _____ 26. Phone _____ 27. Local Agency Representative's _____ Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's _____ 18. Phone _____ 19. Preparer's _____ Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.

23. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.

24. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.

25. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.

26. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.

27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). CMLG-6155(103) Cost Proposal Due Date _____ PE/CE
N/A CON Bid Opening Date _____

The Ventura County Transportation Commission established a Disadvantaged Business Enterprise (DBE) goal of 12 % for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications Advertisement	Dates of

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's

responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
				0.00%
				0.00%
				0.00%
				0.00%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization
Results

Method/Date of Contact

- H. Any additional data to support a demonstration of good faith efforts:

APPENDIX H

CONSULTING SERVICES AGREEMENT BETWEEN THE VENTURA COUNTY TRANSPORTATION COMMISSION AND [REDACTED]

THIS AGREEMENT for consulting services is made by and between the Ventura County Transportation Commission ("VCTC") and _____ ("Consultant") (together sometimes referred to as the "Parties") as of _____, 20__ (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 _____, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect VCTC's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all work required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that VCTC, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from VCTC of such desire of VCTC, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

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

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

2.1 Invoices. Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for all services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain all the following information:

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

2.2 Monthly Payment. VCTC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. VCTC shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all expenses and 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 C, attached hereto and incorporated herein, shall not exceed _____ (\$). Expenses not listed below are not chargeable to VCTC. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor represents and warrants that Contractor is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18662, as it may be amended, and is exempt from withholding. Contractor accepts sole responsible for verifying the residency status of any subcontractors and withhold taxes from non-California subcontractors.
- 2.8 **Payment upon Termination.** In the event that VCTC or Consultant terminates this Agreement pursuant to Section 8, VCTC shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 **False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. Consultant shall maintain the insurance policies

required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against VCTC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 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 _____ (\$ _____)[**dollar amount to be determined based on nature of the work—if no extenuating circumstances exist, \$1,000,000 is typically required**] 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.
- 4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability Insurance and Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). No endorsement shall be attached limiting the coverage.
- 4.2.3 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.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$1,000,000** covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.

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

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

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

4.4 All Policies Requirements.

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

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

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested,

has been given to VCTC. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to VCTC at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

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

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to VCTC and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by VCTC shall be called upon to contribute to a loss under the coverage.

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

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

- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.7 Wasting Policy.** No insurance policy required by Section 4 shall include a "wasting" policy limit.

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

4.5 Remedies. In addition to any other remedies VCTC may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for Consultant's breach:

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

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

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

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

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

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of VCTC. VCTC shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise VCTC shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other VCTC, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by VCTC, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of VCTC and entitlement to any contribution to be paid by VCTC for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant Not an Agent.** Except as VCTC may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of VCTC in any capacity whatsoever as an agent to bind VCTC to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.2 **Extension.** VCTC may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require Contractor to execute a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if VCTC grants such an extension, VCTC shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, VCTC shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 **Assignment and Subcontracting.** VCTC and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to VCTC for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between VCTC and Consultant shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, VCTC's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that VCTC would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

Consultant

VCTC

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

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

Exhibit A Scope of Services
Exhibit B Compensation Schedule

Exhibit C Reimbursable Expenses

- 10.12 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.13 Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.
- 10.14 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

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

VCTC

CONSULTANT

Darren Kettle, Executive Director

[NAME, TITLE]

Approved as to Form:

Steven T. Mattas, General Counsel

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
COMPENSATION SCHEDULE

EXHIBIT C
REIMBURSABLE EXPENSES



Item #8H

September 11, 2020

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: MARTIN R. ERICKSON, DIRECTOR OF PUBLIC TRANSIT

SUBJECT: COAST MAIN LINE ANNEXATION WITHIN CITY OF MOORPARK BY COUNTY OF VENTURA WATERWORKS DISTRICT NO. 1

RECOMMENDATION:

- Approve the request by Ventura County Waterworks District No.1 (District) for VCTC's consent for annexation of a portion of the Coast Main Line located in the City of Moorpark to the District currently under consideration for annexation by the Local Agency Formation Commission (LAFCo).

BACKGROUND:

In a letter dated August 21, 2020, the County of Ventura, WaterWorks District No.1 (District) requested consent of the Ventura County Transportation Commission (VCTC) for the District to annex a 19.02 acres portion that includes the 40' strip of right-of-way of the Coast Main Line, as shown in Exhibit A. VCTC owns 40' of the 100' right-of-way for an approximate twenty-mile portion of the Coast Main line between the City of Moorpark and the Los Angeles County Line. The request for VCTC consent is part of the Ventura County Local Agency Formation Commission (LAFCo) consideration of a request by the owner of the parcels, Mr. Carlos Santana. The Santana parcels currently receive water service from the District pursuant to a grandfathered provision under LAFCo law, but neither receives sewer service. Mr. Santana has requested that the District extend sewer services to the parcels. The District is the only entity with the capacity to provide sewer service to the parcels. The parcels other than the Santana Parcels (consisting of rights-of-way) must be annexed to comply with LAFCo policies and practice. The proposed annexation site is located along the railroad line in the City of Moorpark between Avenida Colonia and Condor Drive, in the vicinity of Mile Post (MP) 428 – MP 429 of the Coast Main Line.

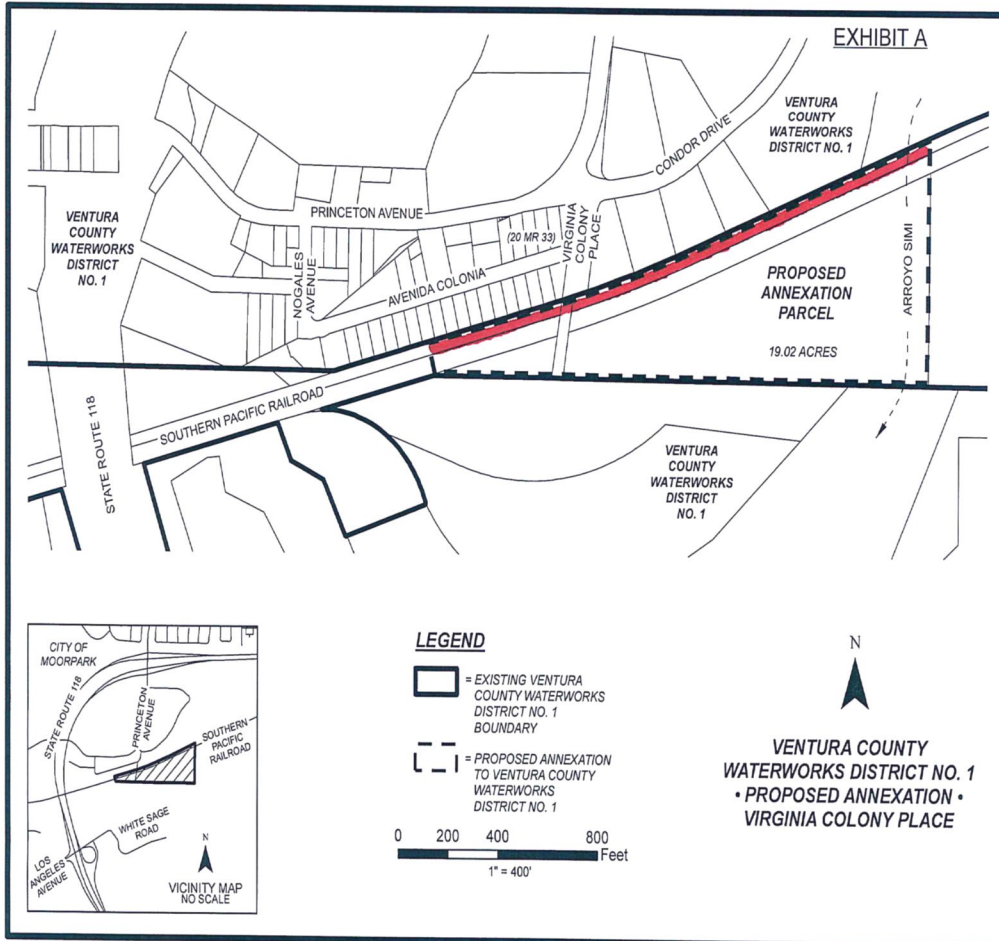
DISCUSSION:

The Coast Main Line parcel owned by VCTC for which the City requests annexation is essentially the long, linear parcel that extends along the northern portion of rail line. This line serves Metrolink, Amtrak, and Union Pacific train service. In speaking with Ventura LAFCo staff, only the portion of the parcel that is within the annexed area would be within the District, analogous to the treatment of streets and roads subject to the annexation process.

Staff recommends that VCTC consent to annexation with a recommendation to LAFCo and the District.

Legal counsel has reviewed the City's request and has no objection.

**Exhibit A. Proposed
Annexation Area
(VCTC ROW) in Red**





Item #81

September 11, 2020

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: HEATHER MILLER, TRANSIT PLANNER

**SUBJECT: AMENDMENT TO LOSSAN AMTRAK PACIFIC SURFLINER PASSENGER
TRANSFER AGREEMENT**

RECOMMENDATION:

- Approve Amendment No. 5 to Cooperative Agreement between LOSSAN and VCTC for facilitating passenger transfers between Pacific Surfliner Intercity Rail Service and VCTC Intercity Transit Service.

BACKGROUND:

In 2016, the California State Transportation Agency (CalSTA) awarded the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency (LOSSAN) \$1.675 million in Transit and Intercity Rail Capital Program (TIRCP) grant funds to launch the Pacific Surfliner Transit Transfer Program. TIRCP was created in 2014 to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund projects that will reduce emissions of greenhouse gasses, vehicle miles traveled, and congestion. The Transit Transfer program, which provides free transfers to connecting public transit providers such as VCTC Intercity, makes it easier for passengers to utilize public transit to get to and from Pacific Surfliner stations, encouraging increased ridership on both passenger rail and local transit services.

The Cooperative Agreement between LOSSAN and VCTC, provided as a separate Attachment 1, allows for Pacific Surfliner passengers to transfer to VCTC Intercity Bus services for free by presenting a valid Pacific Surfliner ticket. VCTC is reimbursed by the LOSSAN Agency on a quarterly basis for the number of Pacific Surfliner passengers carried based on the average fare for a one-way trip. Amendment No. 5, provided as a separate Attachment 2, adds the Cross County Limited (formerly East West Connector) route to the list of VCTC Intercity Bus services honoring Amtrak Surfliner tickets as identified in the “Exhibit A - Scope of Services” section of the Amendment.

Attachments:

Attachment 1 – Cooperative Agreement L-6-0012 Surfliner Transfers between Local Transit Services

Attachment 2 – Amendment No.5 to Cooperative Agreement L-6-0012

COOPERATIVE AGREEMENT NO. L-6-0012

BETWEEN

LOS ANGELES – SAN DIEGO – SAN LUIS OBISPO RAIL CORRIDOR AGENCY

AND

VENTURA COUNTY TRANSPORTATION COMMISSION

FOR

FACILITATING TRANSFERS BETWEEN PACIFIC SURFLINER INTERCITY RAIL SERVICE AND
LOCAL TRANSIT SERVICES

THIS COOPERATIVE AGREEMENT (Agreement), is effective as of this 1st day of
June, 2016, by and between the Los Angeles – San Diego – San Luis Obispo Rail
Corridor Agency, 600 S. Main St., Orange, California, 92863, a joint powers authority (hereinafter
referred to as "LOSSAN AGENCY"), and the Ventura County Transportation Commission, 950 County
Square Dr., Suite 207, Ventura, California, 93003, a public corporation of the State of California
(hereinafter referred to as "VCTC"), each individually known as "Party" and collectively known as
"Parties".

RECITALS:

WHEREAS, LOSSAN AGENCY is a joint powers authority charged with local management and
oversight of the state-funded, Amtrak-operated Pacific Surfliner intercity rail service between
San Diego, Orange, Los Angeles, Ventura, Santa Barbara and San Luis Obispo counties per the terms
of an interagency transfer agreement with the State of California effective July 1, 2015; and

WHEREAS, LOSSAN AGENCY and VCTC, both provide public transportation services
operating to, within, or through the six-county, 351-mile Los Angeles – San Diego – San Luis Obispo
rail corridor (hereinafter referred to as "LOSSAN rail corridor"; and

WHEREAS, Amtrak currently operates 23 daily state-funded Pacific Surfliner intercity trains on
portions of the LOSSAN rail corridor per an operating contract with LOSSAN AGENCY serving 31
stations; and

WHEREAS, in the absence of this Cooperative Agreement, passengers purchasing an Amtrak Pacific Surfliner train ticket and desiring to transfer to VCTC's, service must pay a separate fare on VCTC's, service; and

WHEREAS, LOSSAN AGENCY applied for and was awarded a Transit and Intercity Rail Capital Program grant in the amount of One Million Six Hundred Seventy Five Thousand Dollars (\$1,675,000) to support a Pacific Surfliner Transit Transfer Program (hereinafter referred to as "PROGRAM") for a one-year demonstration period; and

WHEREAS, the Parties desire to enter into this Agreement to facilitate transfers between the Parties' services and thereby provide greater convenience and mobility for public transportation users in the region; and

WHEREAS, LOSSAN AGENCY and VCTC both desire to provide a fully coordinated public transit service for the benefit of the public, in compliance with Public Utilities Code Section 130262; and

WHEREAS, this Agreement defines the specific terms, conditions, and roles and responsibilities between LOSSAN AGENCY and VCTC only as they relate to the PROGRAM and no other purpose;

NOW, THEREFORE, in consideration of their mutual obligations set forth herein, the parties agree as follows:

ARTICLE 1. COMPLETE AGREEMENT

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

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

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

ARTICLE 2. SCOPE OF AGREEMENT

This Agreement specifies the roles and responsibilities of the Parties as they pertain to the PROGRAM. Both LOSSAN AGENCY and VCTC agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof.

ARTICLE 3. RESPONSIBILITIES OF LOSSAN AGENCY

LOSSAN AGENCY agrees to the following responsibilities for PROGRAM:

1. LOSSAN AGENCY shall pay complete and accurate invoices submitted by VCTC on a quarterly basis within 30 days of receipt of the invoice.

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ARTICLE 4. RESPONSIBILITIES OF VCTC

VCTC agrees to the following responsibilities for PROGRAM:

1. Commencing as of the date of this Agreement, VCTC shall honor valid Amtrak Pacific Surfliner fare media for a single one-way boarding on its connecting transit services originating from, or destined to, a Pacific Surfliner station on the routes identified in Exhibit A, under the following conditions:

- a. One-way and round-trip Amtrak Pacific Surfliner paper and electronic tickets valid for the same calendar date of travel will be honored as valid fare media for one-way boardings on VCTC service to or from a Pacific Surfliner station.
- b. Valid ten-trip and monthly Amtrak Pacific Surfliner tickets will be honored as valid fare media for one-way boardings on VCTC service to or from a Pacific Surfliner stations.
- c. VCTC shall be reimbursed as provided herein based on the average fare for a one-way trip on its transit service, as indicated in Exhibit A.
- d. For purposes of counting transferring passengers, the number of passengers transferring to VCTC service from a Pacific Surfliner train, or to a Pacific Surfliner train from VCTC service shall be defined as the number of transferring passengers from whom no fares were collected by VCTC service due to presentation of a valid Amtrak Pacific Surfliner paper or electronic ticket.

2. VCTC shall track the number of passengers transferring to VCTC services using a valid Pacific Surfliner ticket utilizing ridership counts conducted by VCTC operators via the GFI Farebox and Data System.

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3. VCTC shall submit quarterly invoices to LOSSAN AGENCY for reimbursement for all recorded transfers using a Pacific Surfliner ticket. Each invoice shall include the following information:

- a. Agreement Number L-6-0012;
- b. The time period covered by the invoice;
- c. The number of transfers recorded and the reimbursement rate specified in Exhibit A;
- d. Itemized expenses including support documentation incurred during the billing period;
- e. Invoice Certification signed by an authorized representative of VCTC;

Certification statement shall be as follows:

"I hereby certify that invoice(s) dated _____ for the period covering _____ to _____ are true, complete and correct statements of reimbursable costs and progress. The backup information included with the invoices is true, complete and correct in all material aspects. All payments due and owing to subcontractors and suppliers have been made, if applicable. Timely payments will be made to subcontractors and suppliers from proceeds of the payment covered by the certification, if applicable. The invoices do not include any amounts which VCTC intends to withhold or retain from a subcontractor or supplier unless so identified on the invoices, if applicable."

- f. Invoices shall be submitted to:

Accounts Payable
LOSSAN Rail Corridor Agency
600 S. Main St.
Orange, CA 928638.

- g. Such other information as requested by LOSSAN.

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ARTICLE 5. MUTUAL RESPONSIBILITIES

1. Disagreements concerning the number of passengers transferring between Pacific Surfliner and VCTC services shall be resolved by making a good faith effort to create a joint survey team, to include representatives of both LOSSAN AGENCY and VCTC, whose task would be to conduct a passenger survey to verify transfer rates.

2. Each party shall cooperate in the dissemination of information to the public regarding the PROGRAM and the services offered by the other party, including, but not limited to, printed collateral materials at stations and onboard transit and rail vehicles, social media posts, digital marketing, and on-board announcements.

3. Each party shall notify the other within thirty (30) days in advance of adopting any fare changes that might affect reimbursement rates or any aspect of transfer privileges.

ARTICLE 6. DELEGATED AUTHORITY

The actions required to be taken by VCTC in the implementation of this Agreement are delegated to its Executive Director, or designee, and the actions required to be taken by LOSSAN AGENCY in the implementation of this Agreement are delegated to LOSSAN AGENCY's Managing Director or designee.

ARTICLE 7. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, LOSSAN AGENCY and VCTC mutually agree that LOSSAN AGENCY's maximum cumulative payment obligation hereunder shall be Fifteen Thousand Dollars (\$15,000.00), unless agreed to and amended by both Parties.

ARTICLE 8. AUDIT AND INSPECTION

VCTC shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, VCTC shall permit the authorized representatives of the LOSSAN AGENCY to inspect and audit all work, materials, books, accounts, and other data and records of VCTC related to PROGRAM for a period of four (4) years after final payment, or until any on-going audit is completed. For purposes of audit, the date of completion of this Agreement shall be the

date of LOSSAN AGENCY's payment of LOSSAN AGENCY final billing (so noted on the invoice) under this Agreement. LOSSAN AGENCY shall have the right to reproduce any such books, records, and accounts. The above provision with respect to audits shall extend to and/or be included in contracts with VCTC's contractor.

ARTICLE 9. INDEMNIFICATION

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

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

Agreement.

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

ARTICLE 10. ADDITIONAL PROVISIONS

A. Term of Agreement: This Agreement shall be effective on June 1, 2016, and shall be in full force and effect through June 30, 2017, or until grant funds are exhausted.

B. Termination: In the event either Party defaults in the performance of their obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

C. Termination for Convenience: Either Party may terminate this Agreement for its convenience by providing thirty (30) days' prior written notice of its intent to terminate for convenience to the other Party.

D. LOSSAN AGENCY and VCTC shall comply with all applicable federal, state, and local laws, statutes, ordinances and regulations of any governmental authority having jurisdiction over the PROJECT.

E. Legal Authority: LOSSAN AGENCY and VCTC hereto consent that they are authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

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

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

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

I. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

J. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement. Venue for any action arising out of this Agreement shall be Orange County, California.

K. Litigation fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party.

L. Notices: Any notices, requests, or demands made between the Parties pursuant to this Agreement are to be directed as follows:

To VENTURA COUNTY TRANSPORTATION COMMISSION	To LOSSAN RAIL CORRIDOR AGENCY
Ventura County Transportation Commission	LOSSAN Rail Corridor Agency
950 County Square Drive	600 South Main Street
Suite #207	P.O. Box 14184
Ventura, CA 93003	Orange, CA 92863-1584
Attention: Darren Kettle	Attention: Michael Litschi

Executive Director	Deputy Director
Phone: (805)642-1591x123 E-mail: dkettle@goventura.org	Cc: Jason Jewell Finance Manager Phone: (714) 560 – 5581 E-mail: mlitschi@octa.net

This Agreement shall be made effective upon execution by both Parties.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement No. L-6-0012 to be executed on the date first written above.

VENTURA COUNTY TRANSPORTATION
COMMISSION

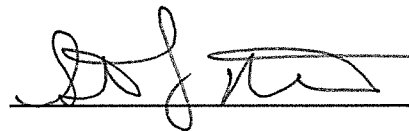
LOSSAN RAIL CORRIDOR AGENCY

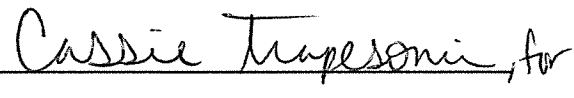
By: 
Keith Millhouse
Chairperson

By: 
Jennifer Bergener
Managing Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
Steven Mattas
General Counsel

By: 
James M. Donich
General Counsel

Dated : _____

Dated : 6/2/14

APPROVED AS TO CONTENT:

By: 
Darren Kettle
Executive Director

Dated : 5-16-2016

Exhibit A:

Scope of Services

EXHIBIT A Scope of Services

SERVICES HONORING AMTRAK PACIFIC SURFLINER TICKETS AS OF JUNE 1, 2016

As per Cooperative Agreement between LOSSAN Rail Corridor Agency (LOSSAN AGENCY), and Ventura County Transportation Commission (VCTC), VCTC shall be reimbursed at the rate stated in Table 1 below for each boarding using a valid Pacific Surfliner ticket.

VCTC shall accept valid Amtrak Pacific Surfliner paper and electronic tickets for a single one-way boarding on VCTC Intercity bus service; and will be reimbursed on routes/lines listed below that provide connecting service to and from Pacific Surfliner station(s).

Table 1:

Station	Route Name/GFI Route Number	Reimbursement Rate Per Boarding*
Camarillo	Highway 101 (Route 50)	\$1.00 (Zone 1)
Moorpark	East County (Route 70)	\$1.00 (Zone 1)
Camarillo, Oxnard	CSUCI (Route 90 & 97), Oxnard-Camarillo (Route 95)**	\$1.00 (Zone 1)
Ventura	Highway 126 (Route 60)	\$1.00 (Zone 1)
Camarillo, Oxnard	Conejo Connection (Route 55)	\$2.67 (Zone 2)
Ventura	Coastal Express (Route 80-89)	\$2.67 (Zone 2)

*Average Fare calculations do not include CSUCI Route data due to various University promotional programs and do not include any Route Guarantee as farebox revenue.

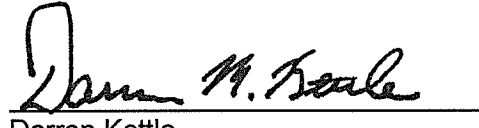
**Oxnard-Camarillo service to be implemented effective July, 2016.

LOSSAN AGENCY


Jennifer Bergener
Managing Director

4-2-16
Date

VENTURA COUNTY
TRANSPORTATION
COMMISSION


Darren Kettle
Executive Director

5-16-2016
Date

2646999.1

OCTA PROD

Reg By: MEENA KATAKIA
Run on: 06/03/16 at: 13:01:50

***** PURCHASE REQUISITION REPRINT *****

Page: 2
Report: MSR23CA
Version: 5.2.37.AA9

Reg No 020236 Requested By: JASON JEWELL
Delivery Instruction: Suggested Supplier:
Purchasing Question Budget Year Encumbered Grant Funded Amendment Verified in IFAS
Priority: 00000003556
Date Entered: 05/16/16 Date Required: 05/20/16
Material Group: 0000001413
Related w/H Req. 05/18/16
Authorized By Date Value
15000.00

Purchasing Answer
FY 15/16
No
Yes
Not Applicable (not an Amendme

Purchasing Instructions:
LOSSAN REQUISITION: L-6-0012 has been assigned to cooperative agreement between LOSSAN and Ventura County Transportation Commission for the Transit Transfer Program. LOSSAN total reimbursement to VCIC NTE \$15,000. Term through June 30, 2017. Funded by Transit and Intercity Rail Capital Program grant. Copy of executed agreement will be forwarded to CAMM.

Equipment Reference
-----Default Costing Details-----
Project/Work Order Account Code
0085X0001F857831

100.00

Item	Quantity	UOM	Est. Price	Description/Mnemonic and Part Number	Proforma/Order No.	Supplier	Lead Time	Frt	DLv	Act. Price
1	1.00	EA	15000.00	Transit Transfer Program						0.00

Status: Not Ordered

Ventura County Transportation Commission

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**AMENDMENT NO. 5 TO
COOPERATIVE AGREEMENT NO. L-6-0012**

BETWEEN

LOS ANGELES–SAN DIEGO–SAN LUIS OBISPO RAIL CORRIDOR AGENCY

AND

VENTURA COUNTY TRANSPORTATION COMMISSION

FOR

**FACILITATING TRANSFERS BETWEEN PACIFIC SURFLINER INTERCITY RAIL SERVICE
AND LOCAL TRANSIT SERVICES**

THIS AMENDMENT NO. 5 is effective as of this _____ day of _____, 2020 (“Effective Date”), by and between the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency (“LOSSAN AGENCY”) and the Ventura County Transportation Commission (“VCTC”), each individually known as “Party” and collectively known as “Parties”.

WITNESSETH:

WHEREAS, Parties entered into Cooperative Agreement No. L-6-0012 on June 1, 2016, as last changed by Amendment No. 4 dated September 13, 2019, to define the specific terms and conditions, and roles and responsibilities as they relate to a Pacific Surfliner Transit Transfer Program; and

WHEREAS, Parties agree to revise the Scope of Services to update the VCTC route names and numbers at no increase in the maximum cumulative payment obligation;

NOW, THEREFORE, it is mutually understood and agreed by Parties that Cooperative Agreement No. L-6-0012 is hereby amended in the following particulars only:

Amend **EXHIBIT A, REVISED SCOPE OF SERVICES**, as changed by Amendment No. 3, to delete in its entirety and in lieu thereof append **EXHIBIT A, REVISED SCOPE OF SERVICES 2**, attached to this Amendment No. 5 and by this reference incorporated into this Cooperative Agreement.

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The balance of Cooperative Agreement No. L-6-0012 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to Cooperative Agreement No. L-6-0012 to be executed as of the date of the last signature below.

**VENTURA COUNTY TRANSPORTATION
COMMISSION**

**LOS ANGELES-SAN DIEGO-SAN LUIS
OBISPO RAIL CORRIDOR AGENCY**

By: _____
Claudia Bill-De La Peña
Chairperson

By: _____
Donna DeMartino
Managing Director

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Steven T. Mattas
General Counsel

By: _____
James M. Donich
General Counsel

Date: _____

Date: 7/30/2020

APPROVED AS TO CONTENT:

By: _____
Darren Kettle
Executive Director

Date: _____

Revised Scope of Services 2

SERVICES HONORING AMTRAK PACIFIC SURFLINER TICKETS AS OF JUNE 1, 2016

As per Cooperative Agreement between LOSSAN Rail Corridor Agency (LOSSAN AGENCY) and Ventura County Transportation Commission (VCTC), VCTC shall be reimbursed at the rate stated in Table 1 below for each boarding using a valid Pacific Surfliner ticket.

VCTC shall accept valid Amtrak Pacific Surfliner paper and electronic tickets for a single one-way boarding on VCTC Intercity bus service; and will be reimbursed for all VCTC Intercity routes/lines that provide connecting service to and from Pacific Surfliner station(s), inclusive of the lines listed below and at a rate consistent with Zone affiliation.

Table 1:

Station	Route Name/GFI Route Number	Reimbursement Rate Per Boarding*
Camarillo	Highway 101 (Route 50-53)	\$1.00 (Zone 1)
Moorpark	East County (Route 70-73)	\$1.00 (Zone 1)
Camarillo, Oxnard	CSUCI (Route 90 & 97)	\$1.00 (Zone 1)
Camarillo, Oxnard	Oxnard-Camarillo-CSUCI (Route 99)	\$1.00 (Zone 1)
Ventura	Highway 126 (Route 60-62)	\$1.00 (Zone 1)
Camarillo, Oxnard	Conejo Connection (Route 54-55)	\$2.67 (Zone 2)
Ventura	Coastal Express (Route 80-89)	\$2.67 (Zone 2)
Camarillo, Moorpark, Simi Valley	Cross County Limited (Route 77)	\$1.00 (Zone 1)

*Average Fare calculations do not include CSUCI Route data due to various University promotional programs and do not include any Route Guarantee as farebox revenue. "Zone 1" routes operate exclusively within Ventura County, while "Zone 2" routes operate additionally in Santa Barbara and/or Los Angeles Counties.



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Item #9

September 11, 2020

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: APPROVE FISCAL YEAR 2020/21 PROGRAM OF PROJECTS – PUBLIC HEARING

RECOMMENDATION:

- Open public hearing and receive testimony.
- Approve the Program of Projects (POP) for federal transit operating, planning and capital assistance for Fiscal Year (FY) 2020/21 (Attachment).

BACKGROUND:

The Federal Transit Administration (FTA) requires that the public be provided an opportunity to review transit projects proposed to be funded with federal dollars. As the designated recipient of federal transit funds, the VCTC is required to hold a public hearing and adopt a POP which lists projects to be funded with federal funds in each of the four urban areas in Ventura County. Thus, VCTC prepares the POP using separate programs for the Oxnard/Ventura, Thousand Oaks/Moorpark, Simi Valley, and Camarillo urbanized areas, as defined by the U.S. Census Bureau. Based on the Commission's adopted policy, the POP is prepared through a methodology that provides a fair share distribution of revenues and expenses between the transit operators.

With regard to the FY 2020/21 federal transit funding assumed in the POP, it is important to mention that the federal transportation program authorization law, the Fixing America's Surface Transportation (FAST) Act, is scheduled to expire on September 30th, and no reauthorization bill has passed. Therefore, this POP is based on the conservative assumption that FY 2020/21 federal transit funding will be the same as the amount authorized for FY 2019/20 under FAST. Should the adopted FY 2021 Federal transportation budget be lower than these estimates, it will be necessary to make changes to the Program of Projects.

DISCUSSION:

The attached Program of Projects table shows the recommended projects for each of the urbanized areas. The Cities of Moorpark, Thousand Oaks, Camarillo, and Simi Valley, as well as Gold Coast Transit, were asked to submit projects to use the funds available to them based on the revenues they generate. These projects have been submitted and were then incorporated into the attached POP.

The Commission will note that this POP includes the transit funds provided to Ventura County from the Coronavirus Aid, Relief and Economic Security (CARES Act). The distribution of these funds was approved by the Commission at its May meeting.

This year, as in the past, the Countywide Planning costs are taken from the 5307 population-based revenue on a formula basis. Under VCTC's adopted policy, the estimated amount to be generated under the FTA formula by each transit operator's service provides the target amount for that operator's program. For agencies providing local bus service, the programming target includes the amount generated under the formula for the jurisdiction's population, after subtracting out a share of costs for countywide planning activities. However, due to the significant funds being provided through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, there is only a minimal amount of funds required in the FY 2020/21 POP for VCTC countywide planning work, resulting in more funds available to the local transit operators.

The attached POP was approved by the Transit Operators Committee (TRANSCOM) on August 13th. The POP notice was published in the Ventura County Star on September 8th.

Program of Projects

The Ventura County Transportation Commission (VCTC) will hold a public hearing on the Program of Projects (POP) for the Oxnard, Thousand Oaks, Camarillo and Simi Valley Urbanized Areas (UAs) for projects to be funded with Federal Transit Administration funds in the 2020/21 Fiscal Year (FY 2021). The funds available in FY 2021 are estimated to be \$57,400,000 for the Oxnard UA, \$25,150,000 for the Thousand Oaks UA, \$6,265,000 for the Camarillo UA, and \$11,030,000 for the Simi Valley UA, based on anticipated FY 2020 funds, prior year carry-over funds, and federal discretionary funds. The public hearing will be held at 9:00 a.m. on Friday, September 11, 2020. Persons wishing to make a verbal comment at the hearing must no later than 4:30 p.m., Thursday, September 10, 2020, email the comment to ribbara@goventura.org or provide the comment via telephone at 805-642-1591, extension 101, and that comment will be read into the record during the hearing. The hearing can be viewed at <https://us02web.zoom.us/j/87663121399?pwd=KzdLQzc0cmZGOUZSUDk4RXhhM1Fydj09>. The POP is available for public inspection at 950 County Square Drive, Suite 207, Ventura CA 93003. Unless a subsequent list is published, this list will become the final Program of Projects for inclusion in the Southern California Association of Governments Federal Transportation Improvement Program.

FY 2020/21 Federal Transit Program of Projects

	Total Cost	Federal Share	Local Share & Other
OXNARD/VENTURA URBANIZED AREA			
Gold Coast Transit			
<u>Planning Assistance</u>			
Zero Emissions Strategic Transition Plan (ZEST)	\$ 335,630	\$ 268,504	\$ 67,126
	\$ 335,630	\$ 268,504	\$ 67,126
<u>Operating Assistance</u>			
Operating Assistance	\$ 3,200,000	\$ 1,600,000	\$ 1,600,000
Operating Assistance (CARES Act)	\$ 7,750,000	\$ 7,750,000	\$ -
	\$ 10,950,000	\$ 9,350,000	\$ 1,600,000
<u>Capital Assistance</u>			
Preventive Maintenance	\$ 2,000,000	\$ 1,600,000	\$ 400,000
Preventive Maintenance (CARES Act)	\$ 3,000,000	\$ 3,000,000	\$ -
Business Systems Software (CARES Act)	\$ 1,133,352	\$ 1,133,352	\$ -
Operations and Maintenance Facility	\$ 890,000	\$ 712,000	\$ 178,000
Debt Service			
Operations and Maintenance Facility	\$ 503,242	\$ 503,242	\$ -
Debt Service (5339 Funds)			
ADA Paratransit Service	\$ 1,193,356	\$ 954,685	\$ 238,671
ADA Paratransit Service (CARES Act)	\$ 2,000,000	\$ 2,000,000	\$ -
	\$ 8,719,950	\$ 9,903,279	\$ 816,671
Total Gold Coast	\$ 20,005,580	\$ 19,521,783	\$ 2,483,797
Ventura County Transportation Commission			
<u>Operating Assistance</u>			
VCTC Intercity Operating Assistance (FY 21/22)	\$ 2,223,614	\$ 1,111,807	\$ 1,111,807
VCTC Intercity Operating Assistance (CARES Act)	\$ 1,557,684	\$ 1,557,684	\$ -
VCTC Countywide Transit Functions (CARES Act)	\$ 2,130,800	\$ 2,130,800	\$ -
Metrolink Operating Assistance (CARES Act)	\$ 20,525,007	\$ 20,525,007	\$ -
	\$ 26,437,105	\$ 25,325,298	\$ 1,111,807
<u>Planning Assistance</u>			
Transit Planning and Prioritization (FY 21/22)	\$ 133,868	\$ 107,094	\$ 26,774
	\$ 133,868	\$ 107,094	\$ 26,774
<u>Capital Assistance</u>			
Computer Equipment/Software (CARES Act)	\$ 60,000	\$ 60,000	\$ -
VCTC Intercity Preventive Maintenance (FY 21/22)	\$ 526,439	\$ 421,151	\$ 105,288
VCTC Intercity Rehab / Facility Lease (FY 21/22) (Sec 5339)	\$ 154,324	\$ 154,324	\$ -
Metrolink Preventive Maintenance (FY 21/22)	\$ 1,886,490	\$ 1,886,490	\$ -
Metrolink Capital Rehab (FY 21/22)(Sec 5337)	\$ 2,912,911	\$ 2,912,911	\$ -
Metrolink Prev Maintenance (FY 21/22)(Sec 5337)	\$ 2,086,653	\$ 2,086,653	\$ -
	\$ 7,626,817	\$ 7,521,529	\$ 105,288
Total VCTC	\$ 34,197,789	\$ 32,953,921	\$ 1,243,868
Valley Express			
<u>Operating Assistance</u>			
Operating Assistance (FY 21/22)	\$ 1,313,326	\$ 656,663	\$ 656,663
Operating Assistance (CARES Act)	\$ 1,882,370	\$ 1,882,370	\$ -
Total Valley Express	\$ 3,195,696	\$ 2,539,033	\$ 656,663
TOTAL	\$ 57,399,066	\$ 55,014,737	\$ 4,384,329

THOUSAND OAKS/MOORPARK URBANIZED AREA
Ventura County Transportation Commission
Operating Assistance

VCTC Intercity Operating Assistance (CARES Act)	\$ 1,869,791	\$ 1,869,791	\$ -
VCTC Countywide Operations Functions (CARES)	\$ 61,500	\$ 61,500	\$ 61,500
Metrolink Operating Assistance (CARES Act)	\$ 11,528,838	\$ 11,528,838	\$ -
	<u>\$ 13,460,129</u>	<u>\$ 13,460,129</u>	<u>\$ 61,500</u>

Planning Assistance

Transit Planning and Prioritization (FY 21/22)	\$ 64,541	\$ 51,633	\$ 12,908
	<u>\$ 64,541</u>	<u>\$ 51,633</u>	<u>\$ 12,908</u>

Capital Assistance

VCTC Intercity Preventive Maintenance (FY 21/22)	\$ 484,420	\$ 387,536	\$ 96,884
VCTC Intercity Rehab / Facility Lease (FY 21/22) (Sec 5339)	\$ 96,795	\$ 77,436	\$ -
Metrolink Preventive Maintenance (FY 21/22)	\$ 750,120	\$ 750,120	\$ -
Metrolink Capital Rehab (FY 21/22)(Sec 5337)	\$ 2,023,236	\$ 2,023,236	\$ -
Metrolink Prev Maintenance (FY 21/22)(Sec 5337)	\$ 1,421,075	\$ 1,421,075	\$ -
	<u>\$ 4,775,646</u>	<u>\$ 4,659,403</u>	<u>\$ 96,884</u>

Total VCTC \$ 18,300,316 \$ 18,171,165 \$ 171,292

City of Thousand Oaks
Operating Assistance

Operating Assistance (FY 21/22)	\$ 2,965,914	\$ 1,482,957	\$ 1,482,957
Operating Assistance (CARES Act)	\$ 3,509,925	\$ 3,509,925	\$ -
	<u>\$ 6,475,839</u>	<u>\$ 4,992,882</u>	<u>\$ 1,482,957</u>

Total Thousand Oaks \$ 6,475,839 \$ 4,992,882 \$ 1,482,957

City of Moorpark
Operating Assistance

Operating Assistance (FY 21/22)	\$ 250,000	\$ 125,000	\$ 125,000
Operating Assistance (CARES Act)	\$ 475,000	\$ 475,000	\$ -
Pilot On-Demand Rideshare Program	\$ 200,000	\$ 100,000	\$ 100,000
	<u>\$ 925,000</u>	<u>\$ 700,000</u>	<u>\$ 225,000</u>

Capital Assistance

Preventive Maintenance (FY 21/22)	\$ 120,000	\$ 96,000	\$ 24,000
Dial-a-Ride Capital Leases (FY 21/22)	\$ 128,309	\$ 102,647	\$ 25,662
Dial-a-Ride Capital Leases (CARES Act)	\$ 527,708	\$ 527,708	\$ -
	<u>\$ 776,017</u>	<u>\$ 726,355</u>	<u>\$ 49,662</u>

Total Moorpark \$ 1,701,017 \$ 1,426,355 \$ 274,662

TOTAL \$ 26,477,172 \$ 24,590,402 \$ 1,928,911

CAMARILLO URBANIZED AREA**Ventura County Transportation Commission**Operating Assistance

VCTC Intercity Operating Assistance (CARES Act)	\$ 283,180	\$ 283,180	\$ -
	\$ 283,180	\$ 283,180	\$ -

Planning Assistance

Transit Planning and Prioritization (FY 21/22)	\$ 27,091	\$ 21,673	\$ 5,418
	\$ 27,091	\$ 21,673	\$ 5,418

Total VCTC	\$ 310,271	\$ 304,853	\$ 5,418
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City of CamarilloOperating Assistance

Operating Assistance (FY 21/22)	\$ 1,094,676	\$ 547,338	\$ 547,338
Operating Assistance (CARES Act)	\$ 2,765,723	\$ 2,765,723	\$ -
	\$ 3,860,399	\$ 3,313,061	\$ 547,338

Capital Assistance

ADA Paratransit Service (FY 21/22)	\$ 178,596	\$ 142,877	\$ 35,719
Bus Preventive Maintenance (FY 21/22)	\$ 836,384	\$ 669,107	\$ 167,277
Bus Preventive Maintenance (CARES Act)	\$ 1,000,000	\$ 1,000,000	\$ -
	\$ 1,014,980	\$ 1,811,984	\$ 202,996

Total Camarillo	\$ 4,875,379	\$ 5,125,045	\$ 750,334
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TOTAL	\$ 5,185,650	\$ 5,429,898	\$ 755,752
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SIMI VALLEY URBANIZED AREA**Ventura County Transportation Commission**Operating Assistance

VCTC Intercity Operating Assistance (CARES Act)	\$ 517,555	\$ 517,555	\$ -
	\$ 517,555	\$ 517,555	\$ -

Planning Assistance

Transit Planning and Prioritization (FY 21/22)	\$ 49,500	\$ 39,600	\$ 9,900
	\$ 49,500	\$ 39,600	\$ 9,900

Total VCTC	\$ 567,055	\$ 557,155	\$ 9,900
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City of Simi ValleyOperating Assistance

Operating Assistance	\$ 4,760,362	\$ 2,380,181	\$ 2,380,181
Operating Assistance (CARES Act)	\$ 7,200,879	\$ 7,200,879	\$ -
	\$ 11,961,241	\$ 9,581,060	\$ 2,380,181

Capital Assistance

Transit Management System	\$ 80,000	\$ 64,000	\$ 16,000
Preventive Maintenance	\$ 337,500	\$ 270,000	\$ 67,500
Non Fixed-Route ADA Paratransit Capital	\$ 350,840	\$ 280,672	\$ 70,168
Dispatch Software	\$ 50,000	\$ 40,000	\$ 10,000
Preventive Maintenance (CARES Act)	\$ 237,000	\$ 237,000	\$ -
	\$ 1,055,340	\$ 891,672	\$ 163,668

Total Simi Valley	\$ 13,016,581	\$ 10,472,732	\$ 2,543,849
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TOTAL	\$ 13,583,636	\$ 11,029,887	\$ 2,553,749
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Item #10

September 11, 2020

MEMO TO: VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

**FROM: ANDREW KENT, PLANNING ANALYST
AMANDA FAGAN, DIRECTOR OF PLANNING AND POLICY**

SUBJECT: AGREEMENTS FOR FREEWAY SERVICE PATROL TOW TRUCK CONTRACTORS

RECOMMENDATIONS:

1. Approve Agreement with Platinum Tow & Transport, Inc. for Freeway Service Patrol (FSP) tow truck services on Beat No. 1 on US-101 for a three-year term with a two-year option, in an amount of \$982,300, plus an extra work amount of \$20,000, for a total amount not to exceed \$1,002,300;
2. Approve Agreement with Platinum Tow & Transport, Inc. for FSP tow truck services on Beat No. 2 on US-101 for a three-year term with a two-year option, in an amount of \$982,399, plus an extra work amount of \$20,000, for a total amount not to exceed \$1,002,300; and
3. Approve Agreement with Platinum Tow & Transport, Inc. for FSP tow truck services on Beat No. 3 on CA-118 for a three-year term with a two-year option, in an amount of \$1,007,304, plus an extra work amount of \$20,000, for a total amount not to exceed \$1,027,304.

BACKGROUND:

In November 2019, the Ventura County Service Authority for Freeway Emergencies (SAFE) Board directed Staff to submit an application to Caltrans for Freeway Service Patrol (FSP) funding and adopted Resolution 2019-07 to provide twenty-five percent (25%) local matching funds. An FSP program provides roving tow trucks on portions of the highway network (referred to as "Beats") during peak traffic periods for rapid clearing of disabled vehicles and motorist assistance. The program is a partnership between Caltrans, the California Highway Patrol (CHP) and the local SAFE. The local SAFE contracts with tow Contractors to provide the FSP patrol service. CHP provides daily oversight and direction to the Contractors and their drivers.

The initial funding application to Caltrans was a request for State funding to jump start the Ventura County FSP program with three FSP Beats. In consultation with Caltrans and CHP, the initial three beats VCTC would procure tow services for, include:

- Beat 1: US-101 from Ventura/Los Angeles County Line to Camarillo Springs Road,
- Beat 2: US-101 from Camarillo Springs Rd to Central Avenue, and
- Beat 3: CA-118 from Ventura/Los Angeles County Line to State Route 23 (Rocky Peak).

The successful Contractors will operate two roaming tow trucks on each of the above Beats, Monday through Friday, from 6:00 a.m. to 9:00 a.m., and from 3:00 p.m. to 7:00 p.m.

This activity is identified, and the local match contribution fully funded, within VCTC's Motorist Aid Fiscal Year 2020/2021 Task Budget, with funds coming from the Ventura County Service Authority for Freeway Emergencies (SAFE) Fund. VC SAFE funds accrue through a \$1 per vehicle annual fee on vehicles registered in Ventura County. The local match contribution for remaining years of the three-year contract will be included in subsequent Fiscal Year budgets. The Ventura County FSP program has been included in the Caltrans funding allocation process for FSP grant program funds.

DISCUSSION:

Prior to the release of the request for proposals (RFP) for the three Beats, Staff conducted outreach to potential tow vendors in an effort to make them aware of the FSP program and the upcoming RFP, so as to attract as many proposals as possible in the RFP process. Outreach efforts to promote the RFP included:

1. Gathering contact information of the tow vendors under contract to Ventura and Moorpark CHP for rotational tow. Searching for additional Ventura County tow vendors through Google and Yelp. As a result, staff created a contact list of 45 potential Ventura County tow vendors.
2. On April 22, 2020, 19 vendors from the contact list were emailed seeking feedback on the timing of the RFP release during the pandemic. VCTC spoke to or received feedback from ten vendors, and of those, all but one encouraged VCTC to release the RFP sooner than later.
3. Creating a postcard that outlined the new FSP program and the upcoming RFP process. The postcards were mailed on May 20, 2020 to 45 tow vendors. Upon receipt of the postcard, several vendors called or emailed VCTC with questions.
4. Placing a public notice advertisement in the VC Star newspaper, that ran in both print and online versions on two Sundays (June 7th and June 14, 2020) and two Wednesdays (June 10th and June 17, 2020).
5. Promoting the RFP on VCTC's website, under the section Work With VCTC/Contracts.

Outreach efforts help to spread knowledge and awareness about the FSP program. Although not all tow vendors contacted may propose, the outreach effort helps the Commission strengthen its ongoing relationship with local tow vendors for subsequent RFPs that may be released.

The RFP for FSP Beats 1, 2 and 3 was reviewed and approved by the Commission for release on June 5, 2020. A non-mandatory pre-proposal conference was held via Zoom on June 16, 2020. In addition to VCTC and CHP participating, the conference was attended by three vendors. Staff responded to all questions during the pre-proposal conference, as well as to those submitted by potential proposers prior to the June 23, 2020 clarification deadline. Responses to the questions resulted in issuing Addendum No. 1, which was posted on VCTC's website on July 1, 2020. VCTC also posted on the VCTC website a recording of the pre-proposal conference, the conference presentation slides, and the FSP program Standard Operating Procedures.

Proposals were due on August 3, 2020 by 4:00 p.m. VCTC received the following proposals, by Beat, prior to the proposal submittal deadline:

1. Beat 1: Platinum Tow & Transport (Camarillo);
2. Beat 2: Payless 96, Inc. (DBA Payless Towing, Oxnard) and Platinum Tow & Transport (Camarillo);
3. Beat 3: Platinum Tow & Transport (Camarillo).

All proposals submitted were responsive and responsible proposals and met VCTC's minimum proposal requirements. An Evaluation Committee comprising of two VCTC staff, one Caltrans District 7 staff, and a technical consultant, evaluated each proposal in accordance with the evaluation criteria set forth in the RFP. Note that the FSP tow services procurement is not a low bid process, but rather a best value selection based on the proposer's qualifications, prior experience with the same or similar type of services, proposed staffing, the proposer's understanding of the needs and requirements of the project, and price.

Based on the Evaluation Committee's assessment of the written proposals and pursuant to the terms of the RFP, the Evaluation Committee shortlisted the two proposing firms to conduct tow yard site visits and interviews of key personnel on August 18, 2020. During the site visits each Proposer was asked a series of questions and the Evaluation Committee walked each tow yard to ensure it met basic FSP needs and requirements (such as having a secure lot to house the FSP tow trucks).

The Evaluation Committee provided a final score by proposer and Beat, which was based on a comprehensive evaluation of the written proposal (comprising 40% of the final score) and an evaluation of the interview/site visit (consisting of 60% of the total/final score). Both the proposal and interview/site visit evaluations were based on the same scoring criteria as contained in the RFP. Based on the Evaluation Committee's assessment, the Committee has recommended the most qualified firm to perform the work as outlined in the scope of services for each Beat, for the three-year contract period:

Beat	Vendor	3-Year total	Evaluation Ranking
1	Platinum Tow & Transport	\$982,300	1
2	Platinum Tow & Transport	\$982,300	1
2	Payless 96, Inc.	\$1,182,332	2
3	Platinum Tow & Transport	\$1,007,304	1

Although Platinum Tow & Transport (Platinum) was the sole proposer for Beats 1 and 3, the Evaluation Committee thoroughly reviewed their proposal and pricing, and deemed them to be thorough, fair, reasonable and competitive in the current market. Platinum was founded in 2001, and now has a fleet of 72 tow trucks housed at four bases/locations, three of which are in Ventura County. Platinum has had law enforcement contracts in Ventura County since 2004, provided construction FSP in Ventura County from 2006 to 2008 during the Santa Clara River Bridge project, and has provided FSP service in Los Angeles County since 2007 (their 4th base is located in Los Angeles County). The firm has extensive FSP and law enforcement experience, has a clear focus on customer service and hiring the best drivers possible for the new service. Platinum proposed reasonable pricing with Beat 1, averaging \$91.67 per hour, per year, and Beat 3 averaging \$94.00 per hour, per year. As a result, the Evaluation Committee recommends awarding a contract to Platinum Tow & Transport, for Beat 1 and Beat 3. Refer to **Attachment A** which provides information about this recommendation as required by VCTC's procurement policies and procedures. Attached to these forms is a memorandum that provides an estimate and cost analysis of FSP hourly rates under contract to Southern California FSP agencies.

The evaluation for Beat 2 was difficult, in that both firms provided well thought out proposals and with extensive law enforcement towing background. In the end, Platinum Tow & Transport was ranked as number one in that they are best suited to perform the services for Beat 2 for a variety of reasons. Platinum Tow & Transport was ranked first in qualifications, staffing and work plan, and their overall score was 95.3, as compared to Payless' score of 87.2 (out of 100 maximum points available). The firm clearly demonstrated a thorough understanding of the scope of work and proposed a solid team with a focus on customer service. Given their extensive experience with FSP and law enforcement tow program they articulated well the importance of maintaining high standards and providing great customer service. In addition, their average three-year rate is \$91.67 per hour, which is 20% lower than Payless' proposed average hourly rate. As a result, the Evaluation Committee recommends awarding a contract to Platinum Tow & Transport for Beat 2.

The recommended Contractor has reviewed and executed the standard FSP contract that was incorporated into the RFP and has been reviewed by VCTC Legal Counsel. Pending Commission approval and upon contract execution, the Beats will commence on Monday, December 14, 2020. A cautionary note on the anticipated start of FSP service: due to the pandemic, there may be delays in the delivery of the tow trucks required for each Beat. The Contractors have been in communication with the truck manufacturers and are prepared to place truck orders as soon as the contracts are executed; however, there may be manufacturing challenges that are beyond the Contractors' control which may cause a delay with FSP service commencing in early 2021.

Attached are contracts by and between VC SAFE and Platinum Tow & Transport, Inc., for Beats 1, 2 and 3. Attached to each contract is the Contractor's proposal, which incorporates their scope of work and proposal forms.

Also incorporated into each contract term is an extra work allowance in the amount of \$20,000, to be used upon Executive Director approval for unanticipated extra work, such as overtime or additional hours due to holidays or special events, or a shift in hours permitted due to changes in highway congestion.



Item #11

September 11, 2020

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: DARRIN PESCHKA, PROGRAM MANAGER, GOVERNMENT AND COMMUNITY RELATIONS

SUBJECT: LEGISLATIVE UPDATE

RECOMMENDATION:

- Receive update on legislation regarding federal and state transportation issues.

DISCUSSION:

Federal Issues

The House Transportation and Infrastructure Committee has approved its proposal for transportation reauthorization to replace the Fixing America's Surface Transportation (FAST) Act, which is scheduled to expire September 30th. The reauthorization bill, dubbed Investing in a New Vision for the Environment and Surface Transportation (INVEST), would authorize \$494 billion over five years.

The proposed funding authorization includes \$319 billion for highways and \$105 billion for transit, with transit receiving a 50% boost in funding. The bill mandates the Department of Transportation to establish a new greenhouse gas performance measure, creates a new \$8.4 billion formula program to spur carbon emissions reductions, and includes a fivefold increase in competitive grants for zero emission buses.

The status of the FAST Act is unchanged since the last report. Industry groups, including the Transportation Construction Coalition and the American Highway Users Alliance (AHUA), are urging legislators to issue a one-year extension of the FAST Act.

State Issues

The state Legislature considered several transportation-related bills before the legislative session ended. SB 288 (Scott Wiener, D-San Francisco), passed the Assembly and Senate on Aug. 31 and was sent to Gov. Gavin Newsom. The bill would add categories to the list of statutory CEQA exemptions.

AB 107 passed the Assembly and the Senate on Aug. 31 and was sent to Gov. Gavin Newsom. The bill includes a statutory relief measure to provide temporary flexibility in the use of State of Good Repair program funds. Recipient transit agencies would, for the fiscal years 2019-20 to 2021-22, be allowed to use State of Good Repair program funds on any capital or operating expenses to maintain transit service levels. Although VCTC does not anticipate exercising this option, it will be available if the need should arise. When combined with AB 90, transit has received substantial regulatory relief.

Attachment A is the monthly report of Delaney Hunter, the Commission's state lobbyist. This report is forthcoming and will be added before the Commission meeting.

Attachment B provides the status of bills being tracked by the Commission. As the Commission is aware, due to the emergency situation, the legislative committees limited the number of bills being considered, so the vast majority of bills introduced earlier this year did not move. Of the bills on which the Commission earlier took a position, SB 1291 passed the Legislature and is headed to Gov. Gavin Newsom.



CALIFORNIA ADVISORS, LLC

**VENTURA COUNTY TRANSPORTATION COMMISSION
MONTHLY STATE ADVOCACY REPORT
JUNE 2020**

Legislative Update

August 31st at midnight was the constitutional deadline for the 2019-20 legislative session. This year's session was filled with unprecedented challenges given the ongoing pandemic affecting the state. While the legislative leaders adapted in an effort to get work done, they often had to call for extended recesses to allow for further safety protocols to be implemented. When they did return to Sacramento they were under tight deadlines and limited options due to social distancing rules and the need to sanitize committee rooms after each use. There were many times throughout the last six months that it seemed like the Legislature would be forced to shut down for the rest of the year.

While many legislators ended up cutting back on their bill packages and we saw far fewer bills move at the end of the session, there were still significant pieces of legislation moving in the final days. These included bills related to housing, police reforms, wildfires, COVID-19 relief, recycling, and more. Ever since the Legislature returned at the end of July, there has been ongoing tension between the two houses. The Senate believed that the Assembly had not appropriately reduced bill packages and Assemblymembers were getting frustrated because their bills were not being set for committee hearings. This tension culminated in both houses having to cancel hearings for two days to sort out each other's priorities. This further put them behind schedule given they only set aside two weeks to hold all of their committee hearings.

Once the two houses resolved their differences, the conflicts shifted to internal fighting. This was marked by one Republican Senator testing positive for COVID-19 and potentially exposing the rest of his caucus. Per health guidelines, all but one Republican Senator was required to self-quarantine for the last few days of the session. The Senate allowed these members to participate and vote remotely from their Sacramento residences. However, this new system presented a host of technical challenges and significantly impacted the pace of business. During the last night of session, the frustration from Republicans was evident and a motion made by Senate leadership to limit debate on the floor was met with fierce opposition. This caused several more breaks to occur as the midnight deadline continued to tick closer. Due to the prolonged breaks in the Senate, several bills in both houses did not meet that deadline to pass. The last Senate bill voted on before midnight called into question if they started the roll call vote at 11:59 pm or 12:00 am. This caused yet another hour-long delay as staff scrambled to find the answer. Ultimately, they ruled the bill had started just in time.

All attention now moves to Governor Gavin Newsom as he has until September 30th to sign or veto bills that were sent to him. One issue to watch over the next month is if he will call a special session during this fall. Legislative Republican's sent him a letter requesting a special session and several interest groups have made similar requests. To this point, he has not indicated he would be willing to do so, but things can change quickly.

Budget Update

When the Legislature passed the State's budget in June there were many people around the Capitol that assumed sweeping changes would be made in August when legislators returned from their summer recess. As you may recall, due to COVID-19 the tax deadlines were pushed back to July 15th. Also in June, most observers had hoped we were in the worst part of the economic downturn because businesses were reopening. However, with the stay-at-home orders persisting, the State did not see enough increases in revenue to justify new state spending. While most of the budget trailer bills that passed in August were technical, AB 107 and SB 815 did include a provision which would allow the State of Good Repair Program funds that are allocated to transit agencies to be used for operating and maintenance expenditures under certain circumstances for the funds received in fiscal years 2019-20 through 2021-22.

One interesting note that occurred in August was a sudden resurgence in the Cap and Trade auction revenues. The May auction only raised \$25 million dollars and that set off several alarms across the state given how many programs rely on those revenues for funding purposes. While there was some uncertainty going into the August auction, they ended up raising approximately \$474 million dollars. We shall see how and when the Legislature decides to act upon this new revenue.

Lastly, when state lawmakers were crafting the budget, they put in several trigger cuts and those would be enacted if the state did not receive federal assistance in the billions of dollars. The cuts are set to occur in October so all eyes will now turn to see if the federal government steps in to help.

Upcoming Bill Deadlines and 2 Year Bills

September 30 – Last day for Governor to sign or veto bills passed by the Legislature

November 3 – General Election

December 7 - 2021-22 Regular Session begins

Below is a list of VCTC tracked bills:

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

Introduced: 12/13/2018

Status: 8/18/2020-Failed Deadline pursuant to Rule 61(b)(14). (Last location was S. TRANS. on 6/23/2020)

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

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

Introduced: 1/30/2019

Status: 5/29/2019-Referred to Committee on Rules.

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

AB 352 (Garcia, Eduardo D) Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020.

Introduced: 2/4/2019

Status: 8/14/2019-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on EQ.

Summary: Would enact the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$3,920,000,000 pursuant to the State General Obligation Bond Law to finance a wildlife prevention, safe drinking water, drought preparation, and flood protection program. The bill would provide for the submission of these provisions to the voters at the November 3, 2020, statewide general election. The bill would provide that its provisions are severable.

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

Introduced: 2/21/2019

Status: 8/31/2020-Enrolled and presented to the Governor at 5 p.m.

Summary: The Ralph M. Brown Act generally requires that the meetings of legislative bodies of local agencies be conducted openly. That act defines "meeting" for purposes of the act and prohibits a majority of the members of a legislative body, outside a meeting authorized by the act, from using a series of communications of any kind to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body. This bill would provide that the prohibition described above does not apply to the participation, as defined, in an internet-based social media platform, as defined, by a majority of the members of a legislative body, provided that a majority of the members do not discuss among themselves, as defined, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

AB 1442 (Rivas, Luz D) Income taxes: credits: Share Our Values Tax Credit.

Introduced: 2/22/2019

Status: 8/30/2019-In committee: Held under submission.

Summary: The Personal Income Tax Law and the Corporation Tax Law allow a motion picture credit for taxable years beginning on or after January 1, 2020, to be allocated by the California Film Commission on or after July 1, 2020, and before July 1, 2025. This bill, for taxable years beginning on or after January 1, 2020, would allow an additional tax credit, for qualified motion pictures in the same manner as described above, with modifications including revising the definition of "qualified motion picture" to mean a qualified motion picture that either relocated to California from, or chose not to pay or incur qualified expenditures for a qualified motion picture in, a state that has pending legislation or existing law that prohibits access to, criminalizes the provision of, or otherwise restricts a woman's access to abortion services after 8 weeks from the beginning of the pregnancy or earlier and would limit

on the aggregate amount of these new credits to be allocated in each fiscal year to \$50,000,000 plus additional specified amounts.

AB 1848 (Lackey R) High-speed rail: Metrolink commuter rail system.

Introduced: 1/6/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 1/17/2020)

Summary: The California High-Speed Rail Act creates the High-Speed Rail Authority to develop and implement a high-speed rail system in the state. The Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, approved by the voters as Proposition 1A at the November 4, 2008, general election, provides for the issuance of \$9,000,000,000 in general obligation bonds for high-speed rail purposes and \$950,000,000 for other related rail purposes. This bill would appropriate \$4,000,000,000 of those bond revenues to the Southern California Regional Rail Authority to fund improvements to the Metrolink commuter rail system.

AB 1908 (Chen R) Department of Transportation: Homeless Encampment and Litter Program.

Introduced: 1/8/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 2/27/2020)

Summary: Would require the Department of Transportation, within its maintenance program, to establish a Homeless Encampment and Litter Program to provide timely abatement and cleanup of homeless encampments on department property and expedited and coordinated access to housing and supportive services. The bill would require the department to coordinate with homeless service provider agencies and to establish homeless adult and family multidisciplinary personnel teams. The bill would require the department, upon receiving a report of a homeless encampment, to deploy a multidisciplinary personnel team to expedite and coordinate access to housing and supportive services for occupants of the encampment.

AB 1991 (Friedman D) Transit and Intercity Rail Capital Program: passenger tramways.

Introduced: 1/27/2020

Status: 3/17/2020-In committee: Hearing postponed by committee.

Summary: Would expand the purpose of the Transit and Intercity Rail Capital Program to authorize funding for passenger tramway transit systems. By expanding the purposes for which continuously appropriated moneys may be used, the bill would make an appropriation.

AB 1992 (Friedman D) Transportation: asset management plan: California Transportation Plan: transportation infrastructure: climate change.

Introduced: 1/27/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 2/6/2020)

Summary: Would state the intent of the Legislature to enact legislation that would establish a new program to fund climate change adaptation planning for transportation impacts, data collection, modeling, and training. The bill would require the department, in consultation with the commission, to update the asset management plan on or before December 31, 2022, and for the update to also address the forecasted transportation infrastructure impacts of climate change. The bill would require both the 3rd update to the California Transportation Plan, which is due in 2025, and the Strategic Growth Council's report to include a forecast of the transportation impacts of climate change and measures to address those impacts.

AB 2011 (Holden D) West San Bernardino County Rail Construction Authority.

Introduced: 1/28/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 2/14/2020)

Summary: Would create the West San Bernardino County Rail Construction Authority for purposes of awarding and overseeing all design and construction contracts for completion of an extension of the Metro Gold Line light rail project from the duties of the construction authority.

AB 2012 (Chu D) Free senior transit passes: eligibility for state funding.

Introduced: 1/28/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 2/14/2020)

Summary: Would require transit agencies to offer free senior transit passes to persons over 65 years of age in order to be eligible for state funding under the Mills-Deddeh Transit Development Act, the State Transit Assistance Program, and the Low Carbon Transit Operations Program. The bill would require those free senior transit passes to count as full price fares for purposes of calculating the ratio of fare revenues to operating costs.

AB 2062 (Boerner Horvath D) San Diego Association of Governments: LOSSAN Rail Corridor: study.

Introduced: 2/4/2020

Status: 5/5/2020-Re-referred to Committee on Transportation

Summary: Would appropriate \$5,000,000 from the General Fund to the San Diego Association of Governments to conduct a study of higher speed and safety alternatives for the LOSSAN Rail Corridor in the County of San Diego. As a condition of receiving the funding, the bill would require the San Diego Association of Governments to conduct the study, as specified, and would require the San Diego Association of Governments to submit a report to specified committees of the Legislature summarizing the results of the study.

AB 2176 (Holden D) Free student transit passes: eligibility for state funding.

Introduced: 2/11/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 2/27/2020)

Summary: Would require transit agencies to offer free student transit passes to persons attending the California Community Colleges, the California State University, or the University of California in order to be eligible for state funding under the Mills-Alquist-Deddeh Act, the State Transit Assistance Program, or the Low Carbon Transit Operations Program. The bill would also require a free student transit pass to count as a full price fare for purposes of calculating the ratio of fare revenues to operating costs.

AB 2186 (Grayson D) Public contracting: contractor retention withholding.

Introduced: 2/11/2020

Status: 6/5/2020-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. L. GOV. on 2/20/2020)

Summary: Current law authorizes the legislative body of a local agency, as defined, to prescribe how the local agency makes payment on a contract with the local agency for the creation, construction, alteration, repair, or improvement of any public structure, building, road, or other improvement of any

kind that will exceed a total of \$5,000. Current law limits this authority by requiring progress payments on the contract to not be made in excess of 95% of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the local agency, and unused. Current law also requires the local agency to not withhold less than 5% of the contract price until final completion and acceptance of the project, unless, at any time after 50% of the work has been completed, the local agency finds that satisfactory progress is being made. This bill would eliminate the above described limitations on a local agency's authority to prescribe payments on these contracts.

AB 2249 (Mathis R) High-speed rail: legislative oversight.

Introduced: 2/13/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was PRINT on 2/13/2020)

Summary: Would create the Joint Legislative Committee on High-Speed Rail Oversight consisting of 3 Members of the Senate and 3 Members of the Assembly and would require the committee to ascertain facts, review documents, and take action thereon, and make recommendations to the Legislature concerning the state's programs, policies, and investments related to high-speed rail, as specified. The bill would require the authority and any entity contracting with the authority to give and furnish to the committee upon request information, records, and documents as the committee deems necessary and proper to achieve its purposes.

AB 2262 (Berman D) Regional transportation plans: sustainable communities strategies: zero-emission vehicle readiness plan.

Introduced: 2/14/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 2/24/2020)

Summary: Current law requires the sustainable communities strategy to, among other things, identify a transportation network to service the transportation needs of the region. After adopting a sustainable communities strategy, current law requires a metropolitan planning organization to submit the strategy to the state board for review to determine whether the strategy, if implemented, would achieve the greenhouse gas emission reduction targets. Current law requires each transportation planning agency to adopt and submit to the California Transportation Commission and the Department of Transportation an updated regional transportation plan every 4 or 5 years, as specified. This bill would require each sustainable communities strategy to also include a zero-emission vehicle readiness plan, as specified. By imposing new requirements on local agencies, the bill would impose a state-mandated local program.

AB 2284 (Calderon D) Local Agency Public Construction Act: change orders.

Introduced: 2/14/2020

Status: 6/5/2020-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. L. GOV. on 2/24/2020)

Summary: The Local Agency Public Construction Act, for a county, imposes a \$5,000 cap when the total amount of the original contract does not exceed \$50,000. For any original contract that exceeds \$50,000, but does not exceed \$250,000, the cap is 10% of the amount of the original contract. For contracts whose original cost exceeds \$250,000, the cap is \$25,000 plus 5% of the amount of the original contract cost in excess of \$250,000, and prohibits a change or alteration cost from exceeding \$210,000. This bill would require that the existing caps be adjusted annually to reflect the percentage change in the California Consumer Price Index. The bill would modify the cap applicable to contracts

exceeding \$250,000 to apply only to contracts exceeding that amount but not exceeding \$25,000,000. The bill would add a new change order cap of \$500,000 for contracts whose original cost exceeds \$25,000,000 and of \$1,000,000 for contracts whose original cost exceeds \$50,000,000, both of which would be adjusted annually to reflect the percentage change in the California Consumer Price Index.

AB 2285 (Committee on Transportation) Right of way.

Introduced: 2/14/2020

Status: 8/30/2020-Senate amendments concurred in. To Engrossing and Enrolling.

Summary: Would require a person driving a vehicle on a highway approaching, among other things, a stationary authorized emergency vehicle that is displaying emergency lights to approach with due caution and, before passing in a lane immediately adjacent to one of those specified vehicles, absent other direction by a peace officer, either proceed to make a lane change into an available lane not immediately adjacent to one of those specified vehicles, or slow to a reasonable and prudent speed that is safe for existing weather, road, and vehicular or pedestrian traffic conditions, as specified. Because this bill would expand the application of this provision from highways to freeways, it would expand the scope of an existing crime and would impose a state-mandated local program.

AB 2305 (Ting D) Vehicles: local regulation of traffic: private roads.

Introduced: 2/14/2020

Status: 6/5/2020-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. PRINT on 2/14/2020)

Summary: Current law authorizes a local entity to declare by ordinance that there are privately owned and maintained roads within the jurisdiction that are generally held open for use by the public for vehicular travel or for vehicular travel to serve commercial establishments, or that there are privately owned and maintained offstreet parking facilities that are generally held open for use of the public for purposes of vehicular parking, or that there are privately owned and maintained roads that are not generally held open for use of the public for purposes of vehicular travel but, in the interests of any residents residing along the roads and the motoring public will best be served by application of the provisions of the Vehicle Code to those roads. Current law requires that, before such an ordinance is passed, a public hearing be held and notice be given to the owners or occupants of a privately owned road or parking facility 10 days before the public hearing. This bill would increase the notice of hearing requirement to 15 days.

AB 2310 (Daly D) Road Maintenance and Rehabilitation Account: apportionment of funds: accrued interest.

Introduced: 2/14/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 2/24/2020)

Summary: Would continuously appropriate interest earnings derived from revenues deposited in the Road Maintenance and Rehabilitation Account to the Department of Transportation for maintenance of the state highway system or for purposes of the State Highway Operation and Protection Program.

AB 2542 (Kalra D) Local transportation funds: State Transit Assistance Program: reports.

Introduced: 2/19/2020

Status: 8/31/2020-Read third time. Passed. Ordered to the Assembly. (Ayes 26. Noes 10.). In Assembly. Concurrence in Senate amendments pending. Assembly Rule 63 suspended. Senate amendments concurred in. To Engrossing and Enrolling.

Summary: Current law, for purposes of the State Transit Assistance Program, requires local transportation agencies to report to the Controller by June 15 of each year the public transportation operators within its jurisdiction that are eligible to claim specified local transportation funds. This bill would instead require local transportation agencies to report this information within 7 months after the end of each fiscal year.

AB 2620 (Boerner Horvath D) North County Transit District: pilot program.

Introduced: 2/20/2020

Status: 6/5/2020-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. PRINT on 2/20/2020)

Summary: Current law creates the North County Transit District, with various powers and duties relative to the planning and operation of a transit system in north San Diego County. This bill would state the intent of the Legislature to enact subsequent legislation that would allocate funding to the North County Transit District to purchase shuttles for use in a 3-year pilot program to implement and operate an on-demand shared ride service as a transit option for specified cities within the district.

AB 2698 (Gray D) High-Speed Rail Authority: locomotives.

Introduced: 2/20/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 3/2/2020)

Summary: Would prohibit the High-Speed Rail Authority from directly or indirectly using local, state, federal, or any other public or private funding to purchase, lease, operate, or maintain a diesel passenger locomotive engine or a passenger locomotive engine that directly emits particulate matter from the onboard combustion of fossil fuels for propulsion.

AB 2730 (Cervantes D) Paratransit providers.

Introduced: 2/20/2020

Status: 8/30/2020-Read third time. Passed. Ordered to the Assembly. (Ayes 39. Noes 0.). In Assembly. Concurrence in Senate amendments pending. Senate amendments concurred in. To Engrossing and Enrolling.

Summary: Would express the intent of the Legislature to enact legislation that would establish memoranda of understanding and mutual aid agreements with paratransit providers to aid in the evacuation of the access and functional needs population in an emergency.

AB 2738 (Quirk-Silva D) Highway Users Tax Account: apportionment to counties: expenditure.

Introduced: 2/20/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 3/2/2020).

Summary: Would expand the purposes for which a county may spend moneys deposited into its road fund to include any street or road within the county. If a county expends moneys received from the Highway Users Tax Account for streets and roads within the county, the bill would require the county to use those funds equitably throughout the county to identify and improve streets and roads that have the highest need.

AB 2773 (Burke D) Los Angeles County Metropolitan Transportation Authority.

Introduced: 2/20/2020

Status: 6/5/2020-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. PRINT on 2/20/2020)

Summary: Current law vests the Los Angeles County Metropolitan Transportation Authority with specified powers and duties relative to transportation planning, programming, and operations in the County of Los Angeles. Current law provides that, on the date of the merger of the Los Angeles Metropolitan Transit Authority with the Southern California Rapid Transit District, which occurred in 1964, all employees of the transit authority became employees of the district with all of the same rights, privileges, and compensation they had as employees of the authority. This bill would make nonsubstantive changes to the latter provision.

AB 2828 (Friedman D) Traffic Safety.

Introduced: 2/20/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 3/2/2020)

Summary: Would require, beginning June 1, 2022, and every 6 months thereafter, Caltrans to convene a committee of external design experts to advise on revisions to the Highway Design Manual.

AB 2860 (O'Donnell D) California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program

Introduced: 2/21/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 3/5/2020)

Summary: The California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program provides that projects eligible for funding include, among others, technology development, demonstration, precommercial pilots, and early commercial deployments of zero- and near-zero-emission medium- and heavy-duty truck technology, and requires, until December 31, 2020, no less than 20% of funding made available for that purpose to support early commercial deployment of existing zero- and near-zero-emission heavy-duty truck technology. The program defines "zero- and near-zero-emission" for its purposes. This bill would extend the requirement that 20% of that funding be made available for that same purpose until December 31, 2025. The bill would create a separate definition for "near-zero emission" and revise the definition for "zero-emission," as provided.

AB 2873 (Kalra D) Public transit operators: bus procurement: new technology considerations.

Introduced: 2/21/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 3/5/2020)

Summary: Current law requires a public transit operator, before the procurement of a new bus to be used in revenue operations, to take into consideration recommendations of, and best practices standards developed by, the exclusive representative of the recognized organization representing bus operators of the transit operator for specified purposes, including, among other purposes, preventing accidents caused by blind spots created by bus equipment or bus design. This bill would require a public transit operator, for these purposes, to also take into consideration recommendations of, and best practices standards developed by, that exclusive representative for the purpose of changing or introducing new technology that can affect the nature of work for employees of the transit operator or require job training for employees of the transit operator.

AB 3209 (Aguiar-Curry D) Local alternative transportation improvement program: County of Napa.

Introduced: 2/21/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 3/12/2020)

Summary: Would, for state transportation facilities at the intersection of State Route 29 and State Route 221 in the County of Napa that are no longer planned to be constructed, authorize the transportation planning agency having jurisdiction over the facilities, acting jointly with the County of Napa, to develop and file with the California Transportation Commission a local alternative transportation improvement program that addresses transportation problems and opportunities in the county. The bill would give the commission the final authority regarding the content and approval of the local alternative, and would prohibit the commission from approving the local alternative if it is submitted after July 1, 2022.

AB 3213 (Rivas, Luz D) High-Speed Rail Authority: high-speed rail service: priorities.

Introduced: 2/21/2020

Status: 6/5/2020-Failed Deadline pursuant to Rule 61(b)(8). (Last location was A. APPR. on 5/4/2020)

Summary: Current law establishes the High-Speed Rail Authority within the state government with various powers and duties related to developing and implementing high-speed passenger rail service. Current law requires the authority to direct the development and implementation of intercity high-speed rail service that is fully integrated with specified forms of transit. This bill would require the authority, in directing the development and implementation of intercity high-speed rail service, to prioritize projects based on specified criteria.

AB 3278 (Patterson R) High-Speed Rail Authority: passenger train service.

Introduced: 2/21/2020

Status: 6/5/2020-Failed Deadline pursuant to Rule 61(b)(8). (Last location was A. APPR. SUSPENSE FILE on 6/2/2020)

Summary: Current law requires the High-Speed Rail Authority, before committing those bond proceeds for expenditure for construction and real property and equipment acquisition, to have approved and concurrently submitted to the Director of Finance and the Chairperson of the Joint Legislative Budget Committee both a detailed funding plan and a report, prepared by one or more financial services firms, financial consulting firms, or other consultants involved in funding or constructing the high-speed train system, indicating that, among other things, the planned passenger train service to be provided by the authority, or pursuant to its authority, will not require an operating subsidy. This bill would state that passenger train service is provided by the authority, or pursuant to its authority for those purposes when high-speed train service uses the high-speed train system owned by the authority, regardless of whether the service is provided directly by the authority or provided by a third party pursuant to a lease agreement with the authority.

AB 3280 (Chu D) Trade Corridor Enhancement Account.

Introduced: 2/21/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 4/24/2020)

Summary: Existing law creates the Solutions for Congested Corridors Program, with funding available for the program to be allocated by the California Transportation Commission to projects designed to achieve a balanced set of transportation, environmental, and community access improvements within highly congested travel corridors throughout the state and that are part of a comprehensive corridor

plan. Current law authorizes regional transportation planning agencies or county transportation commissions or authorities and the Department of Transportation to nominate projects, with preference to be given to projects that demonstrate collaboration between the regional agencies and the department. This bill would expand “regional transportation planning agency” to include specified transportation planning agencies, certain county transportation commissions, the Santa Clara Valley Transportation Authority, a joint exercise of powers authority, or any other local or regional transportation entity that is designated by statute as a regional transportation agency.

AB 3335 (Friedman D) California Environmental Quality Act: transit priority projects.

Introduced: 2/21/2020

Status: 6/5/2020-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. NAT. RES. on 4/24/2020)

Summary: CEQA provides for limited CEQA review or exempts from its requirements transit priority projects meeting certain requirements, including the requirement that the project be within 1/2 mile of a major transit stop or high-quality transit corridor included in a regional transportation plan. CEQA specifies that a project is considered to be within 1/2 mile of a major transit stop or high-quality transit corridor if, among other things, all parcels within the project have no more than 25% of their area farther than 1/2 mile from the stop or corridor. This bill, for a transit priority project to meet the requirements for limited CEQA review, would increase that percentage to 50%.

ACA 1 (Aguiar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval.

Introduced: 12/3/2018

Status: 8/19/2019-Read third time. Refused adoption. Motion to reconsider made by Assembly Member Aguiar-Curry.

Summary: The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

SB 146 (Beall D) Regional transportation plans: sustainable communities strategies: procedural requirements.

Introduced: 1/18/2019

Status: 8/31/2020-Ordered to special consent calendar. From special consent calendar on motion of Senator Grove. Ordered to unfinished business. Ordered to special consent calendar. Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.

Summary: Would, until January 1, 2023, recharacterize the workshops as public engagement gatherings and would authorize these informational meetings, public engagement gatherings, and public hearings to be conducted by electronic means if a call-in telephonic option is also provided and the meeting is not required to be conducted pursuant to the Ralph M. Brown Act. The bill, until January 1, 2023, would make other related changes.

SB 288 (Wiener D) California Environmental Quality Act: exemptions.

Introduced: 2/13/2019

Status: 8/31/2020-Assembly amendments concurred in. (Ayes 32. Noes 5.) Ordered to engrossing and enrolling.

Summary: CEQA includes exemptions from its environmental review requirements for numerous categories of projects, including, among others, projects for the institution or increase of passenger or commuter services on rail or highway rights-of-way already in use and projects for the institution or increase of passenger or commuter service on high-occupancy vehicle lanes already in use, as specified. This bill would revise and recast the above-described exemptions and further exempt from the requirements of CEQA certain projects for the institution or increase of bus rapid transit and regional rail services on public rail or highway rights of way, as specified, whether or not it is presently used for public transit, as specified, and projects for the institution or increase of passenger or commuter service on high-occupancy vehicle lanes or existing roadway shoulders.

SB 757 (Allen D) State highways: relinquishment.

Introduced: 2/22/2019

Status: 8/31/2020-Assembly amendments concurred in. (Ayes 35. Noes 0.) Ordered to engrossing and enrolling.

Summary: Current law vests the Department of Transportation with full possession and control of all state highways. Current law describes the authorized routes in the state highway system and establishes a process for adoption of a highway on an authorized route by the California Transportation Commission. Current law also provides for the commission to relinquish to local agencies state highway segments that have been deleted from the state highway system by legislative enactment or have been superseded by relocation, and in certain other cases. This bill would revise and recast these provisions to delete the requirement that the portion to be relinquished be deleted from the state highway system by legislative enactment, except as provided with respect to a specified segment of Route 710.

SB 931 (Wieckowski D) Local government meetings: agenda and documents.

Introduced: 2/5/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was GOV. & F. on 2/12/2020)

Summary: The Ralph M. Brown Act requires meetings of the legislative body of a local agency to be open and public and also requires regular and special meetings of the legislative body to be held within the boundaries of the territory over which the local agency exercises jurisdiction, with specified exceptions. Current law authorizes a person to request that a copy of an agenda, or a copy of all the documents constituting the agenda packet, of any meeting of a legislative body be mailed to that person. This bill would require, if the local agency has an internet website, a legislative body or its designee to email a copy of, or website link to, the agenda or a copy of all the documents constituting the agenda packet if the person requests that the items be delivered by email. The bill would require, where the local agency determines it is technologically infeasible to send a copy of all documents constituting the agenda packet or a website link containing the documents by electronic mail or by other electronic means, the legislative body or its designee to send by electronic mail a copy of the agenda or a website link to the agenda and mail a copy of all other documents constituting the agenda packet in accordance with the mailing requirements.

SB 992 (Beall D) Road Repair and Accountability Act of 2017: reporting website.

Introduced: 2/12/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 2/20/2020)

Summary: Would require the Transportation Agency to oversee the development and implementation of a comprehensive one-stop reporting interface available to the public through an internet website maintained by the agency. The bill would require the interface to provide timely fiscal information regarding the development and implementation status of each transportation program or project funded, at least in part, by revenues from the Road Repair and Accountability Act of 2017.

SB 1238 (Hueso D) Road project contracts: preference: recycle plastics.

Introduced: 2/12/2020

Status: 8/14/2020-Failed Deadline pursuant to Rule 61(b)(13). (Last location was A. TRANS. on 6/29/2020)

Summary: Would require the Department of Transportation to conduct a study to determine if including recycled plastics in asphalt used for a construction and repair project of a state highway is feasible. If the department determines that this use of recycled plastics is feasible, the bill would require the department, when awarding a contract for a construction or repair project of a state highway, to award a preference of an unspecified percentage to a bidder who proposes to use asphalt that includes recycled plastics for the construction or repair project. The bill would declare it to be the goal of the state that, by 2045, the department and each local agency use asphalt that includes recycled plastics in every construction or repair project of a local road or state highway that will use asphalt.

SB 1283 (Beall D) Transit buses: Counties of Monterey and Santa Cruz.

Introduced: 2/21/2020

Status: 3/26/2020- From committee with author's amendments. Read second time and amended. Re-referred to Committee on Rules

Summary: Current law authorizes the Monterey-Salinas Transit District and the Santa Cruz Metropolitan Transit District to conduct a transit bus-only program using the shoulders of certain state highways as transit bus-only traffic corridors, subject to approval by the Department of Transportation and the Department of the California Highway Patrol. Current law requires that the highway segments to be used for the program are to be jointly determined by the districts, the department, and the Department of the California Highway Patrol, as provided. This bill would authorize the Department of Transportation to establish a pilot program to authorize a transit operator or operators to operate transit buses on the shoulders of state highways, under a project selected under the program.

SB 1291 (Beall D) State highway system.

Introduced: 2/21/2020

Status: 8/30/2020-Read third time. Urgency clause adopted. Passed. (Ayes 63. Noes 0.) Ordered to the Senate. In Senate. Ordered to engrossing and enrolling.

Summary: Current law requires each metropolitan planning organization and transportation planning agency, not later than October 1 of each even-numbered year, to submit its Federal Transportation Improvement Program to the Department of Transportation for incorporation into the Federal Statewide Transportation Improvement Program, which current law requires the department to submit to the United States Secretary of Transportation by not later than December 1 of each even-numbered year. This bill would provide that a metropolitan planning organization or transportation planning agency is

not required to submit a Federal Transportation Improvement Program to the department, and the department is not required to submit the Federal Statewide Transportation Improvement Program to the secretary, for 2020.

SB 1351 (Beall D) Department of Transportation: state highways.

Introduced: 2/21/2020

Status: 8/31/2020-Read third time. Passed. (Ayes 48. Noes 13.) Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 28. Noes 10.) Ordered to engrossing and enrolling.

Summary: Current law requires transportation planning agencies to conduct certain transportation planning and programming activities, including to prepare and adopt regional transportation plans. Current law authorizes certain statutorily created transportation planning agencies to allocate up to 3% of their annual revenues for transportation planning and programming processes, and alternatively authorizes the allocation of a greater amount upon approval by the Director of Transportation. This bill would prohibit the director from approving an allocation of an amount greater than 5% of a transportation planning agency's annual revenues.

SB 1372 (Monning D) Wildlife corridors and connectivity: Wildlife and Biodiversity Protection and Movement Act of 2020.

Introduced: 2/21/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 5/12/2020)

Summary: Current law requires the Department of Fish and Wildlife, contingent upon funding being provided by the Wildlife Conservation Board or from other appropriate bond funds, upon appropriation by the Legislature, to investigate, study, and identify those areas in the state that are most essential as wildlife corridors and habitat linkages, as well as the impacts to those wildlife corridors from climate change, and requires the department to prioritize vegetative data development in these areas. This bill would additionally require the department to investigate, study, and identify impacts to those wildlife corridors from state infrastructure projects, including transportation and water projects, large-scale development projects not covered by an existing natural community conservation plan or habitat conservation plan, and planned or potential land conversions.

SB 1390 (Portantino D) Montclair to Ontario Airport Construction Authority.

Introduced: 2/21/2020

Status: 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 3/12/2020)

Summary: Would create the Montclair to Ontario Airport Construction Authority for purposes of awarding and overseeing all design and construction contracts for completion of an extension of the Metro Gold Line light rail project from the City of Montclair to the Ontario International Airport. The bill would prescribe the powers and duties of the construction authority.

SB 1459 (Caballero D) Transportation Development Act: Counties of San Luis Obispo and Stanislaus.

Introduced: 2/21/2020

Status: 8/30/2020-Set for hearing August 30. August 30 hearing postponed by committee. Withdrawn from committee. (Ayes 29. Noes 10.) Ordered to unfinished business. Ordered to special consent

calendar. Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.

Summary: Current law authorizes, until July 1, 2020, the Stanislaus Council of Governments, a transportation planning agency, when determining if specified operators have met the requirements for claims for transit funds, to reduce the applicable ratio of fare revenues to operating cost for specified operators by up to 5 percentage points from the ratio that was effective during the 2015–16 fiscal year. This bill would extend this authorization for the Stanislaus Council of Governments by 3 years and would similarly authorize the San Luis Obispo Council of Governments, a transportation planning agency, with respect to operators within its jurisdiction.

VENTURA COUNTY TRANSPORTATION COMMISSION STATE LEGISLATIVE MATRIX BILL SUMMARY June 12, 2020			
BILL/AUTHOR	SUBJECT	POSITION	STATUS
AB 1350 Gonzalez	Requires free youth transit passes as a condition for receipt of state transit funds.	Work with Author	Substantially amended in the Senate in June. No longer relevant to transportation.
AB 2011 Holden	Requires that a specific project in San Bernardino County be implemented by a separate joint powers authority.	Oppose	Died in Assembly Transportation Committee.
AB 2012 Chu	Requires free senior transit passes as a condition for receipt of state transit funds.	Work with Author	Died in Assembly Transportation Committee.
AB 2176 Holden	Requires free community college and state university student transit passes as a condition for receipt of state transit funds. Prohibits community colleges and state universities from charging transit fees.	Work with Author	Died in Assembly Transportation and Higher Education Committees.
ACA 1 Aguiar-Curry	Places measure before voters to lower to 55% the supermajority requirement for new local taxes funding specified infrastructure including housing and transportation.	Support	Died in Assembly.
SB 1291 Transportation Committee	Allows a delay of approval of the Transportation Improvement Program	Support	Passed Senate Transportation Committee 13-0. Passed Appropriations Committee on Consent. Passed Senate 39-0. Passed Assembly 63-0.
SB 1390 Portantino	Requires that a specific project in San Bernardino County be implemented by a separate joint powers authority.	Oppose	Died in Senate Transportation Committee.



Item #12

September 11, 2020

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: DARREN M. KETTLE, EXECUTIVE DIRECTOR
MARTIN R. ERICKSON, PUBLIC TRANSIT DIRECTOR**

**SUBJECT: RELEASE AN RFP TO REVIEW TRANSIT OPERATIONS AND STRUCTURE IN
VENTURA COUNTY**

RECOMMENDATION:

- Release a Request for Proposal (RFP) to review transit operations and structure in Ventura County.

BACKGROUND:

At the July 2020 Commission meeting, following a request from Chair Bill-de La Peña and multiple commissioners, staff brought an item to review transit operations and structure in Ventura County. This came after the annual budget presentation and discussion about the financial and operational challenges facing transit as a result of the COVID-19 pandemic.

General consensus among Commissioners emerged at the July meeting around the idea that taking another look at how we structure transit in Ventura County was timely because it had been over a decade since the topic has been discussed at the Commission. Moreover, the steep decline in transit ridership and revenue loss precipitated by the pandemic has led to virtually all transit operators examining their operations and considering strategies that best position their respective services to operate effectively in this new and rapidly evolving environment.

VCTC staff has prepared a comprehensive draft Request for Proposal (RFP) which seeks to incorporate the discussion points raised by the Commission in the July meeting (focusing on the need for better overall coordination and effective delivery of transit service). The RFP anticipates that the previous regional transit study, the *Ventura County Regional Transit Study*, as well as LAFCO's 2018 MSR recommendation on transit, would serve as effective points of departure and reference for the anticipated future study. This is relevant in that the 2012 Transit Study contained what was then termed the "Operators Proposal", which with a few differences, reflects essentially the transit system that has been in operation from 2013 to the present day. Similarly, LAFCO's regional transit review in the MSR presents a recent synopsis of transit in the County. Taken together, some key questions the RFP will examine are the following:

- What level of change, if any, should occur to transit operations and structure in Ventura County?

- How has the impact of the pandemic affected the current and future delivery of transit?
- What other peer communities have effectively re-structured their transit operations, and how do they operate?

The next twelve to eighteen months present a propitious time to undertake this examination as that timeframe coincides with the likely depletion of the federal transit CARES funding (particularly as future state or federal transit assistance is uncertain at the time of this writing). Taking the time to do a thorough, comprehensive, analysis of how transit operations and structure are delivered in Ventura County is a timely and prudent exercise, particularly in light of the extraordinary economic and social impacts of the pandemic. Once proposals are received, they will be reviewed by a panel consisting of VCTC staff and representatives from other transit operators (that will include GCTD, Simi Valley Transit and Thousand Oaks Transit). Staff will return to the Commission early in the new year with a consultant agreement and a budget amendment item for funding (which will likely come from the State Transit Assistance (STA) fund balance) and recommendation for the consultant.

Attachment "A" – Draft Request for Proposal (RFP) for Review of Transit Operations and Structure in Ventura County (Attached under separate cover on website).



CLOSED SESSION ITEM #13