

**AGREEMENT BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
CONSULTANT
PROFESSIONAL AND SUPPORT SERVICES
TO UPDATE THE VENTURA COUNTY COMPREHENSIVE TRANSPORTATION PLAN
2021 - 2023**

This Agreement is by and between the Ventura County Transportation Commission, hereinafter referred to as VCTC, and NAMED CONSULTANT, hereinafter referred to as CONSULTANT, to provide professional services to update the countywide Comprehensive Transportation Plan for Ventura County, as detailed in the Scope of Work and Project Proposal attached to this agreement.

RECITALS:

WHEREAS, VCTC adopted a countywide Comprehensive Transportation Plan in 2013, which is a long range policy document, built from community-based, local priorities and community-expressed need to enhance regional connections; and

WHEREAS, VCTC received a Sustainable Communities Grant from the California Department of Transportation, hereinafter referred to as CALTRANS, to update the Comprehensive Transportation Plan.

NOW, THEREFORE, it is mutually understood and agreed by VCTC and CONSULTANT as follows:

1. STATEMENT OF AGREEMENT

VCTC hereby engages CONSULTANT, and CONSULTANT hereby accepts such engagement, to provide professional services to update the Ventura County Comprehensive Transportation Plan. Contractor shall perform those services on the terms and conditions herein described, as set forth in Attachment 1 Scope of Work, to this agreement. Contractor hereby affirms that it has the professional qualifications, experience, and facilities to perform said services and hereby agrees to undertake and complete the performance thereof.

2. VCTC DESIGNEE

The VCTC Executive Director, or his designee, shall act for and exercise any of the rights of VCTC as set forth in this Agreement.

3. STATEMENT OF WORK

CONSULTANT shall perform the work necessary to update the Comprehensive Transportation Plan in a manner satisfactory to VCTC as set forth in Attachment A, entitled "Scope of Work," attached to and incorporated by this reference, incorporated in and made a part of this Agreement and as described in Attachment B Proposal for Consultant Services dated MONTH DATE, 2021.

In the event of a conflict between any specific provision of this Agreement and any provision of Attachment A or Attachment B, the provisions of this Agreement shall prevail. In the event of any conflict between any provisions of Attachment A and Attachment B, the provisions of Attachment A shall prevail over conflicting

provisions of Attachment B. All work by the CONSULTANT shall be performed in a good and workmanlike manner.

4. TERM OF AGREEMENT

This Agreement shall commence upon March 1, 2021 and shall continue in full force and effect through February 28, 2023, unless earlier terminated as provided in this Agreement.

5. CHANGES IN THE WORK

The VCTC may, at any time, by written order to CONSULTANT make changes within the general Scope of Work, including but not limited to revising or adding to work or deleting portions thereof. Upon receipt of such notice of change to the Scope of Work, CONSULTANT shall immediately take all necessary steps to comply therewith and to minimize the incurrence of cost allocable to work eliminated or suspended.

6. COMPENSATION

6.1 - The total compensation payable to CONSULTANT, by VCTC, for the above stated services shall be in accordance with Table 1 below and as described in Contractor's proposal, Attachment B to the agreement. The VCTC shall not be obligated to pay CONSULTANT for any costs incurred in excess of this amount.

6.2 – CONSULTANT will bill VCTC monthly for reasonable expenses incurred during the month. VCTC will pay CONSULTANT within thirty (30) days of receipt of invoice and monthly progress report. Each invoice shall be supported by an itemized statement of costs claimed to have been incurred by CONSULTANT in the performance of the Agreement during the period covered by such invoice.

6.3 - CONSULTANT and any subcontractors agree to comply with (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to the extent applicable.

7. PROGRESS AND COMPLETION

CONSULTANT shall commence upon March 1, 2021 upon written authorization of the VCTC to proceed. All work under this contract must be completed no later than February 28, 2023, and no extensions will be approved, in accordance with the Caltrans Sustainable Communities Grant Restricted Grant Agreement. CONSULTANT will provide to VCTC monthly progress reports, which include a summary of the work completed for each task during the billing period.

8. KEY PERSONNEL

The Project Manager for the project shall be PROJECT MANAGER(S). These individuals are considered essential to the work being performed under this Agreement; substitution for these individuals will not be made without the prior written consent of the VCTC.

9. ASSIGNMENT AND SUBCONTRACTING

9.1 - This Agreement is for professional services and CONSULTANT may not assign its rights under this Agreement nor delegate the performance of its duties without the VCTC's prior written consent.

9.2 - CONSULTANT shall complete all professional services under this Agreement and as set forth in Attachment A. CONSULTANT may assign duties to another subcontractor upon prior written consent of the VCTC. Any assignment or delegation without VCTC's prior written consent shall be void.

10. CHANGES

10.1 - By written notice or order, VCTC may, from time to time, order work suspension or make changes in the general scope of this Agreement in any one or more of the following:

1. Description of services to be performed.
2. Time of performance (i.e. hours of the day, days of the week, etc.).
3. Place of performance of the services.
4. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for VCTC in accordance with the drawings, designs, or specifications.
5. Method of shipment or packing of supplies.
6. Place of delivery.

10.2 - If any such change causes an increase or decrease in the maximum obligation, or in the time required for performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of this Agreement, VCTC may, in its reasonable discretion, make an equitable adjustment in the (1) maximum cumulative payment obligation, (2) delivery schedule, and (3) other affected terms.

10.3 - CONSULTANT shall promptly notify VCTC of any monetary adjustment required by the paragraph above and assert its claim for adjustment within thirty (30) days after receipt of the written order.

11. BREACHES AND DISPUTE RESOLUTION PROCEDURE

11.1 - DISPUTES. Disputes arising in the performance of this Agreement 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 CONSULTANT mails or otherwise furnishes a written appeal to VCTC. In connection with any such appeal, the parties shall agree to mediate or arbitrate the dispute using JAMS/Endispute or such other entity or person agreed upon by the parties and by following such entity's rules and procedures before filing an action in any court of law.

11.2 - PERFORMANCE DURING DISPUTE. Unless otherwise directed by VCTC, CONSULTANT shall continue performance under this Agreement while matters in dispute are being resolved.

11.3 - CLAIMS FOR DAMAGES. Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

11.4 - RIGHTS AND REMEDIES. The duties and obligations imposed by this Agreement 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 VCTC or CONSULTANT shall constitute a waiver of any right or duty afforded any of them under the Agreement, 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.

Nothing in this Article shall be construed to preclude the party who failed to prevail in mediation or arbitration from filing a civil action for resolution of the controversy, dispute, or claim; provided however, that no civil action shall be filed prior to conclusion of the mediation conducted as set forth above.

12. RELATIONSHIP OF THE PARTIES

Both parties to this agreement agree that the relationship of the parties shall be that CONSULTANT is an independent CONSULTANT and shall represent the will of VCTC only as to the results of the subject matter of this contract, and not as to the manner in which the services herein are performed, except as provided in Attachment A. CONSULTANT shall have complete control and responsibility over the details and performance of the services herein required to complete the agreement, and in no event shall CONSULTANT be considered an officer, agent, servant or employee of VCTC.

13. INSURANCE

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

13.1 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT's profession, with limit no less than \$2,000,000 per occurrence or claim.

If the CONSULTANT maintains higher limits than the minimums shown above, Ventura County VCTC requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the VCTC.

13.2 Other Insurance Provisions

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

a. Additional Insured Status

VCTC, Caltrans, their officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

b. Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by VCTC, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to VCTC.

d. Waiver of Subrogation

CONSULTANT hereby grants to VCTC a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the VCTC by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the VCTC has received a waiver of subrogation endorsement from the insurer.

e. Self-Insured Retentions

Self-insured retentions must be declared to and approved by VCTC. VCTC may require the CONSULTANT to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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.

f. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to VCTC.

g. Claims Made Policies

If any of the required policies provide claims-made coverage:

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

h. Verification of Coverage

CONSULTANT shall furnish VCTC with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by VCTC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. VCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

i. Subcontractors

CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and CONSULTANT shall ensure that VCTC is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 and CG 20 40.

j. Special Risks or Circumstances

VCTC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14. TERMINATION

14.1 - VCTC may terminate this Agreement, in whole or in part, for convenience at any time by written notice to CONTRACTOR. Upon receipt of notice of termination, CONTRACTOR shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to the Executive Director for work performed up to the time of termination, CONTRACTOR shall be paid: (i) the full price for completed and approved sites under Task A through D and Administrative Tasks, as well as Task F, (ii) for hours worked and costs incurred under Task E for costs incurred for Special Projects, as well as reasonable termination costs, up to the maximum amount payable under this Agreement. CONTRACTOR shall take all reasonable steps to minimize termination costs. If CONTRACTOR has any property in its possession belonging to VCTC, CONTRACTOR will account for the same, and dispose of it in the manner VCTC directs.

14.2 - If CONTRACTOR becomes insolvent, assigns or subcontracts the work without VCTC's prior approval, does not deliver the work specified in this Agreement or fails to perform in the manner called for, or fails to comply with any other material provision of this Agreement, VCTC may terminate this Agreement for default. Termination shall be effected by serving a ten (10) day advance written notice of termination on CONTRACTOR, setting forth the manner in which CONTRACTOR is in default. If CONTRACTOR does not cure the breach or propose a plan and schedule for curing the breach acceptable to VCTC within the ten (10) day period, VCTC may terminate this Agreement. VCTC shall pay the CONTRACTOR for completed work as described above, except that (i) in no event shall VCTC be required to compensate the CONTRACTOR for defaulted work, and (ii) any amounts paid shall be offset by any costs incurred by VCTC to correct or complete work required under this agreement, including the difference between

CONTRACTOR's price for this agreement and any higher price paid to another contractor retained to complete the work.

15. INDEMNIFICATION

15.1 - The parties intend for each party to bear responsibility for its acts and omissions in relation to this Agreement. Accordingly, CONSULTANT and VCTC each hereby agree to indemnify and hold the other party and its respective commissioners, directors, officers, agents, and employees harmless from any and all claims, demands, suits, loss, damages, injury, and/or liability, direct or indirect (including any and all costs and expenses in connect therewith), incurred by reason of any act or failure to act on the part of the indemnifying party or its respective commissioners, directors, officers, agents, employees and/or subconsultants under or in connection with this Agreement.

15.2 - If either party to this Agreement claims a right to be indemnified pursuant to this Article 15, it shall send written notice to the indemnifying party as promptly as practicable, but in any event within 10 days of such indemnified party's becoming aware of such claim. Upon receipt of such request, the indemnifying party shall assume the cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against the indemnified party, its commissioners, directors, officers, agents, and/or employees, arising out of such act or failure to act. Failure of the indemnified party to so notify the indemnifying party will not relieve the indemnifying party from any liability arising under this Article 15 unless the failure to so notify the indemnifying party materially prejudices the indemnified party's ability to assert defenses or counterclaims available to it.

16. CONSULTANT COMPLIANCE WITH TERMS OF RESTRICTED GRANT AGREEMENT 74A1238.

16.1 – CONSULTANT shall comply with the obligations applicable to VCTC consultants as set forth in Sections 21 (Nondiscrimination Clause) and 22 (Retention of Records/Audits) of the Restricted Grant Agreement No. 74A1238, a copy of which is attached hereto as Attachment B.

17. AUDIT AND INSPECTION OF RECORDS

After receipt of reasonable notice and during the regular business hours of CONSULTANT, CONSULTANT shall provide VCTC, or agents of VCTC, such access to CONSULTANT's books, records, payroll documents and facilities as VCTC deems necessary to examine, audit and inspect all accounting books, records, work data, documents and activities directly related hereto. VCTC shall utilize the services of an outside Certified Public Accounting firm to review CONSULTANT's cost data. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of three (3) years from the date of final payment by VCTC hereunder.

18. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, regulations, and all orders and rules promulgated thereunder.

19. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin.

Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

20. PROHIBITED INTERESTS

CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or employee of VCTC during his/her tenure in office or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

21. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of VCTC. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from VCTC. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by VCTC.

22. PATENT AND COPYRIGHT INFRINGEMENT

21.1 - In lieu of any other warranty by VCTC or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against VCTC on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given VCTC, information and assistance at CONSULTANT's expense for the defense of same. However, CONSULTANT will not indemnify VCTC if the suit or claim results from: (i) VCTC's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (ii) the use of a deliverable in combination with other material not provided by CONSULTANT when such use in combination infringes upon an existing U.S. letters patent or copyright.

21.2 - CONSULTANT shall have sole control, in consultation with VCTC, over the defense of any such claim or suit and all negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify VCTC under any settlement made without CONSULTANT's consent or in the event VCTC fails to cooperate in the defense of any suit or claim, provided, however, that said defense shall be at CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONSULTANT, at no expense to VCTC, shall obtain for VCTC the right to use and sell said item, or shall substitute an equivalent item acceptable to VCTC and extend this patent and copyright indemnity thereto.

23. GRANT OF LICENSE

VCTC acknowledges that all intellectual property and proprietary rights of any type whatsoever, including without limitation all patent rights, copyright rights, trade secrets and/or know-how, contained in or used by any hardware, software, and firmware provided to VCTC hereunder or used or developed by CONSULTANT to provide services to VCTC under this Agreement (collectively the "CONSULTANT Proprietary Rights") belong solely and exclusively to CONSULTANT. Nothing contained in this Agreement shall be construed to convey any rights or proprietary interest in CONSULTANT'S Proprietary Rights to VCTC, except as specifically granted herein. CONSULTANT hereby grants to VCTC a non-exclusive, non-transferable, royalty free license to use the software provided by CONSULTANT in CONSULTANT's performance of its obligations hereunder for the term of this Agreement.

24. FORCE MAJEURE

24.1 - Any event beyond the control of CONSULTANT and not due to an act or omission of CONSULTANT that materially and adversely affects CONSULTANT's obligations and which event (or the effects of which event) could not have been avoided by due diligence and use of reasonable efforts by CONSULTANT shall be deemed a "Force Majeure Event", including the following:

1. Any earthquake, hurricane, flood or other natural disaster;
2. Any epidemic, blockade, rebellion, war, riot, act of sabotage or civil commotion, disastrous or extensive fire or explosion, or strike;
3. The suspension, termination, interruption, denial or failure to obtain, renew or amend any permit VCTC is responsible for obtaining;
4. Any change in a governmental rule or regulation, or change in the judicial or administrative interpretation of a governmental rule or regulation, or adoption of any new governmental rule or regulation that by its nature imposes additional costs or delays on CONSULTANT and that was not reasonably foreseeable at the Proposal Date; and
5. Any lawsuit seeking to restrain, enjoin, challenge or delay completion of the Project or the granting or renewal of any governmental approval.

24.2 - CONSULTANT shall give notice in writing to VCTC within five (5) days of the date CONSULTANT or its employees or agents became aware, or should have reasonably become aware, that a Force Majeure Event would prevent or delay CONSULTANT's performance. Such notification shall: (i) describe fully such Force Majeure Event(s) and its effect on performance, (ii) state whether performance under this Agreement is prevented or delayed, and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay.

24.3 - CONSULTANT shall have the burden of proving that a Force Majeure Event(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as VCTC may reasonably request.

24.4 - If it is determined by VCTC that CONSULTANT's delay or failure to perform resulted from a Force Majeure Event, VCTC, after setting up a new delivery or performance schedule, may allow CONSULTANT to continue work, or treat the failure to perform as a termination for convenience in accordance with Article 14 of this Agreement.

25. ATTORNEY FEES

In the event any dispute results in the use of ADR or the filing of an action in any court of law to enforce any rights under this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs, in addition to any other relief granted.

26. NOTICES

All notices to VCTC under this agreement shall be in writing and sent to:

Mr. Darren Kettle
Executive Director
Ventura County Transportation Commission
751 E. Daily Drive, Suite 420
Camarillo, CA 93010

All notices to CONSULTANT under this agreement shall be in writing and sent to:

Name
Address
City, State ZIP

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

CONSULTANT

VENTURA COUNTY TRANSPORTATION
COMMISSION

Name

Darren Kettle

Title

Executive Director

APPROVED AS TO FORM:

Stephen Mattas

General Counsel

Attachment A – Scope of Work

1. Project Initiation

Project initiation will involve an initial series of meetings and actions to finalize project scope and convene major project initiators, including a consultant, VCTC, and Caltrans.

Task 1.1: Project Team Meeting

- 1.1 Project kick-off with VCTC and consultant to discuss project expectations, timeline, invoicing, and other relevant project management information. Meeting notes will be documented.

Task 1.2: Community Needs Assessment & Existing Conditions Report

- 1.21 Gather existing conditions and background data to identify previous CTP implementation progress, improvement opportunities, and potential constraints for further implementation. The Existing Conditions Memo should incorporate best practices in gathering and analyzing existing conditions and background data, such as growth scenario-based model runs, origin-destination mapping, assessing congestion and traffic impacts from cross jurisdictional commuting, vehicle miles travelled per capita by trip type by jurisdiction, telework/telecommute impacts, transit service, collision data, and infrastructure conditions.
- 1.22 Complete a community needs assessment, with emphasis on identifying unmet needs of regional plans related to transportation and underrepresented and disadvantaged communities, equity and access to transportation infrastructure and services.

Task #	Deliverable
1.1	Project Meeting Notes
1.2	Community Needs Assessment & Existing Conditions Memo

2. Outreach Framework

Outreach will be a primary focus of the CTP update, and VCTC will build upon previous outreach efforts to establish and strengthen Local Advisory Groups and an outreach framework of best practices. All meetings will be publicly noticed with additional targeted outreach through community groups and local media channels. As a result of the COVID-19 pandemic, the original plans and methodology for in-person meetings and workshops has shifted. All meetings will still be publicly noticed with additional targeted outreach through community groups and local media channels. However, meetings are proposed to occur online using innovative new strategies for the best possible engagement.

If conditions should change during the study period that allow for public gatherings, in-person meetings will be resumed if feasible. Outreach and public notices will be in English and Spanish with a translator present at all meetings and workshops. Additional targeted efforts will be made to provide listening sessions with Native American Tribal Governments and other EJ communities.

Task 2.1: Regional Advisory Group Convened

- 2.11 Consultant will engage with VCTC to identify and convene a Regional Advisory Group to provide a countywide perspective and guidance in plan development and assist in the creation of Local Advisory Groups.

Task 2.2: Local Advisory Groups Identified

- 2.21 Consultant will engage with VCTC and Regional Advisory Group to identify community leaders, target outreach groups (Task 1.2: Community Needs Assessment), and key stakeholders to identify

Local Advisory Groups to serve as primary outreach gateways to local communities and interest groups and provided guidance in development of the Plan to address local communities' needs. As part of the Outreach Framework process, VCTC and the Consultant will develop an extensive outreach database of key stakeholder groups as follows:

• VCTC Commissioners	• Elected Officials
• Neighborhood Organizations	• Local Transit Providers
• Transportation Advocates	• Native American Tribal Representatives
• Businesses and Large Employers	• Active Transportation Advocates
• Staff from Local Jurisdictions and Partner Agencies	• Environment and Natural Resource Advocates
• Open Space Advocates	• Non-profit and Social Service Agencies
• Members of Underserved/Disadvantaged Communities	• Chambers of Commerce and Small/Local Business Organizations
• Youth and Families	

Task 2.3: Public Outreach Framework

- 2.31 Consultant will prepare a draft outreach framework of best outreach practices and techniques, including best practices for virtual meetings due to the COVID-19 pandemic prior to the first meeting of Local Advisory Groups (Task 3.1). The framework will iterate from attendee feedback in outreach meetings for a final outreach document included in the Plan appendices.

Task 2.4: Interagency Outreach

- 2.41 Consultant will perform outreach to local agencies (cities, counties, transit agencies, etc.) to identify any existing or upcoming updates to relevant housing, transportation, and existing land use plans. (e.g., County and City General Plan Housing Elements, Safety Elements, Environmental Justice Elements, Climate Action and Adaptation Plans) that will inform the CTP update.

Task #	Deliverable
2.1	Regional Advisory Group Convened
2.2	List of 8-10 Local Advisory Groups & Members
2.3	Draft Outreach Framework Document
2.4	List of Existing and Planned Housing, Transportation, Climate, and Land Use Plans/Policies Relevant to CTP

3. Public Workshops and Meetings

Task 3.1: Community Listening Session/Workshops #1

- 3.11 One presentation at each Local Advisory Group (8-10) on the existing CTP status, update process, and initial opportunity for input to develop a shared visioning of Plan. These virtual workshops will introduce the project to the public, define project parameters, inform the community of project opportunities and constraints, and solicit opinions from the community to shape development of the draft plan.
- 3.12 Up to 10 meetings will be held online via telecommunication platform (such as Zoom), or if possible, at a primary outreach facilitates in each of the local communities (Camarillo, Conejos Valley, Moorpark, Ojai, Oxnard, Port Hueneme, Simi Valley, Fillmore, Santa Paula, and Ventura) to gain guidance in development of the Plan and to address local communities' needs. The meetings will follow local and state COVID-19 safety and health protocols. The workshops and meetings are planned to occur online unless in-person meetings become acceptable by local and state health guidelines.

- 3.13 Attendees will be surveyed for outreach methods at each workshop and the public outreach framework will be updated with results.

Task 3.2: Community Workshops #2

- 3.21 Online interactive multi-lingual workshops with each Local Advisory Group incorporating graphic presentations, open house style discussions (if allowable), and interactive feedback such as clicker technology (or online polling) and facilitated breakout groups to present project scenarios and identified opportunities. Workshops will be designed to gain a countywide perspective and guidance in plan development.
- 3.22 Participatory budgeting and visioning process to identify priority projects and issues.
- 3.23 Continue to solicit feedback from the community to shape Task 4.1, Draft CTP Update. Attendees will be surveyed for outreach methods at each workshop and the public outreach framework will be updated with results.
- 3.24 Report summarizing outreach efforts and results to date.

Task 3.3: Community Workshops #3

- 3.31 Opportunity for community feedback on the draft plan, developed in Task 4.1.
- 3.32 Online round table discussion and interactive digital feedback to identify recommended changes or additions to the draft Plan.
- 3.33 Report summarizing outreach efforts and results to date.

Task 3.4: Digital Outreach

- 3.41 Website with dual functionality as communication hub for planning and outreach efforts as well as public information portal for engaged stakeholders (Spanish and English).
- 3.42 Social media outreach campaign (Twitter, Instagram, Facebook) with the purpose of increasing age diversity of community engagement (Spanish and English).
- 3.43 Op-eds, press releases, and traditional outreach to increase knowledge of and participation in update process. (Up to 20, Spanish and English).

Task 3.5: Focused Outreach & Interviews

- 3.51 Review of community workshop online attendance and participation in digital engagement efforts and Task 1.2 (Community Needs Assessment) to verify focus communities' representation in plan development.
- 3.52 Identify issues to participation and perform additional targeted survey outreach to priority communities for feedback including identified disadvantaged communities and tribal governments. Update outreach framework as needed.
- 3.53 Develop a virtual toolkit and lesson plan for teachers to use with middle and/or high school students to learn about transportation in our county, and to gather feedback on transportation challenges and ideas from youth and families.

Task #	Deliverable
3.1	PowerPoint Presentation, Workshop Summary, Photos, Shared Visioning Statement
3.2	PowerPoint Presentation, Workshop Summary, Photos
3.3	Workshop Summary, Feedback Notes, Photos
3.4	Bilingual Interactive Website, Social Media Outreach Summary, Survey and Print Media Outreach Summary
3.5	Focused Outreach Notes and Feedback, Virtual toolkit and lesson plan

4. Comprehensive Transportation Plan Update

Task 4.1: Draft Update

- 4.11 Based on the community and agency input from Task 2, a draft report will be prepared. The draft report will be presented at Workshop #3 for public comment.
- 4.12 During plan drafting consultant will produce chapters of each of the following sections as milestones for review during the process.
- Visions, Goals, Scope
 - Connection to Existing Plans (Housing, Land Use, Transportation)
 - Existing Conditions, Current and Anticipated Issues
 - Outreach, Equity, and Affected Communities
 - Local Projections and Scenarios
 - Community Effects (HPI, VMT, Housing, GHG, Climate Change, etc.)
 - Findings and Recommendations
 - Funding and Implementation Strategies
 - Solutions and Performance Measures

Task 4.2: Present Draft to VCTC Commission

- 4.21 Based on the outreach summary report from Task 3.2: Community Workshops, and draft CTP plan from Task 4.1, a PowerPoint informational update will be presented to the VCTC Commission, including update on project status, timeline, and public feedback.

Task 4.3: Joint Committee Meeting

- 4.31 Coordinate a joint session among the VCTC committees to review the draft CTP update. Solicit feedback, respond to any questions, and resolve any critical issues.

Task 4.4: Final CTP

- 4.41 Complete the final report that addresses the comments given from Joint Committee Meeting and final round of community workshops. An ADA accessible electronic copy of the final report will be submitted to Caltrans. The final report shall credit the FTA, FHWA, or Caltrans' financial contribution on the cover or title page.

Task 4.5: VCTC Commission Meeting

- 4.51 Presentations summarizing CTP update efforts and final CTP.
- 4.52 Presentations at the VCTC Commission meeting. Resolution of any critical issues and second hearing if necessary.
- 4.53 Action taken by VCTC Board to Adopt/Accept/Reject final Comprehensive Transportation Plan.

Task #	Deliverable
4.1	Draft Report, Section Milestone Chapters
4.2	PowerPoint Presentation
4.3	Joint Committee Feedback Notes
4.4	Final Draft Report
4.5	Presentation, Final Report

Project Schedule

The Consultant shall complete the CTP update within 24 months of Notice to Proceed. The Consultant shall include a draft study schedule in their proposal and a final schedule within thirty (30) days of Notice to Proceed. In accordance with provisions of the Grant Award, the CTP update must be finalized no later than February 28, 2023, and no extensions will be allowed.