

**INTERAGENCY "COUNTYWIDE 31-DAY PASS" AGREEMENT REGARDING USAGE AND FARE REIMBURSEMENT**

THIS AGREEMENT DATED AS OF JULY 1, 2015 IS BETWEEN THE VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC) AND THE GOLD COAST TRANSIT DISTRICT, THE CITIES OF THOUSAND OAKS, SIMI VALLEY, MOORPARK, CAMARILLO, OJAI, AND THE HERITAGE VALLEY TRANSIT SERVICE (COUNTY TRANSIT PROVIDERS), (collectively referred to herein as "Parties").

**RECITALS**

This Agreement is made and entered into with respect to the following facts:

**WHEREAS**, The COUNTY TRANSIT PROVIDERS and VCTC provide public transportation services operating to, within, or through Ventura County; and

**WHEREAS**, The COUNTY TRANSIT PROVIDERS and VCTC all provide fixed route bus and/or general public demand responsive transit services within, to or through Ventura County; and

**WHEREAS**, The COUNTY TRANSIT PROVIDERS and VCTC have jointly used the GoVentura Smartcard Pass through its usable life, and, it is no longer technically feasible to continue operation of the system, necessitating a new agreement to replace and supersede the existing joint pass agreement so to allow the use of the VCTC "31-Day Pass" (Zone 1 and 2) countywide (referred to herein as "Countywide 31-Day Pass") on participating fixed route operators and general public demand responsive transit operators throughout Ventura County; and

**WHEREAS**, In the absence of an Interagency Countywide 31-Day Pass Agreement, passengers using the transit services of two or more bus operators or general public demand responsive transit operators within, to or through Ventura County and desiring to use pre-paid fares must purchase separate fare media for each transit operator traveled on. The 31-Day Pass will alleviate some of this by providing daily riders the option of using a single pass to ride multiple systems; and.

**WHEREAS**, The parties desire to enter into this Agreement to facilitate fare prepayment and transfers between the bus systems, and

**WHEREAS**, the general public demand responsive transit operators' systems and such responsive systems provide greater convenience and regional mobility for public transportation users in Ventura County; and

**WHEREAS**, VCTC and the COUNTY TRANSIT PROVIDERS recognize that increased public transit use has a beneficial impact on the quality of life for the communities that are served; and

**WHEREAS**, The COUNTY TRANSIT PROVIDERS 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**, VCTC will develop and sell a "Countywide 31-Day Pass" good for Countywide travel on all participating public bus and general public demand responsive transit systems operating in Ventura, and will share these revenues among transit operators honoring the Pass according to the percentage of riders using the Pass that each system carries.

**WHEREAS** many of the COUNTY TRANSIT PROVIDERS and/or their agents have mutually agreed to sell, disburse, and account for said passes through a separate agreement;

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

1. **COUNTYWIDE 31-DAY ROLLING PASS PRODUCTION**  
VCTC will design and produce a "Countywide 31- Day Pass".
2. **COUNTYWIDE 31-DAY PASS RIDER ENTITLEMENT**  
The "Countywide 31-Day Pass" shall entitle the user to make unlimited trips on participating transit services during the 31-day period which is printed on the pass upon activation.
3. **NO TRANSFERS ISSUED TO COUNTYWIDE 31-DAY PASSHOLDERS**  
VCTC and COUNTYTRANSIT PROVIDERS shall NOT issue transfers to Countywide 31-Day Passholders.
4. **COUNTYWIDE 31-DAY PASS TYPES**  
The "Countywide 31-Day Pass" shall include a Full Fare pass and a Reduced Fare pass (Disabled, Senior (65+), and Medicare-card holders). Additionally, the "Countywide 31-Day Pass" will be sold as either a Zone 1 Pass, for travel within Ventura County or on any COUNTY TRANSIT PROVIDER route; or, as a Zone 2 pass, priced at a premium, which includes travel on any COUNTY TRANSIT PROVIDER, as well as travel on VCTC Intercity routes to Santa Barbara County, and/or Los Angeles County.
5. **COUNTYWIDE 31-DAY PASS PRICES**  
VCTC will set the prices of the "Countywide 31-Day Pass" media.
6. **COUNTYWIDE 31-DAY PASS PRICE MODIFICATION NOTIFICATION**  
VCTC shall notify all signatories to this agreement at least sixty (60) days prior to the Commission considering adoption of any fare changes that might affect the Countywide Pass program or some aspect of pass travel privileges.

7. **COUNTYWIDE 31-DAY PASS SALES BY VCTC**  
 VCTC will sell the "Countywide 31-Day Pass" to the public and organizations.

8. **COUNTYWIDE 31-DAY PASS SALES BY TRANSIT PROVIDERS**  
 The COUNTY TRANSIT PROVIDERS and/or their agents may sell "Countywide 31-Day Passes" on a consignment basis for VCTC per the terms and agreement of the Ventura County Transportation Commission Fare Media Sales Agreement. The COUNTY TRANSIT PROVIDERS and/or their agents who choose to sell "Countywide 31-Day Passes" will do so at their own expense and must remit any revenue from the sale of such 31-Day Passes to VCTC at the end of each month.

9. **PASS USAGE MONTHLY REPORTS**  
 The participating COUNTY TRANSIT PROVIDERS will report the number of passenger boardings paying the fare with a valid Countywide 31-Day Pass to VCTC in the manner prescribed by VCTC no later than the last day of each month for the prior month's ridership. For the purposes of the distribution process, ridership will be based on boardings occurring between the first of the month, and the last day of the month. The following table provides the schedule:

<b>Ridership period</b>	<b>Report due to VCTC</b>
January	February 28*
February	March 31
March	April 30
April	May 31
May	June 30
June	July 31
July	August 31
August	September 30
September	October 31
October	November 30
November	December 31
December	January 31
* On leap year due February 29	

At a minimum:

- a. The COUNTY TRANSIT PROVIDERS which have deployed or implemented a pass-validating GFI farebox with magnetic farecard capability, or compatible device able to validate passes, will provide original unedited and untampered system reports that accurately reflect the number of times a valid "Countywide 31-Day Pass" was used in a calendar month. Data shall indicate the number of uses by pass type (Zone 1-Full, Zone 1-Reduced, Zone 2- Full, Zone 2-Reduced). Or,
- b. The COUNTY TRANSIT PROVIDERS which DO NOT have or have not deployed or implemented a pass-validating GFI farebox with magnetic farecard capability, or a compatible device able to validate passes, will

provide documentation that accurately reflects the number of times a valid "Countywide 31-Day Pass" was used in a calendar month. Counts of passenger boardings paying their fare with a valid "Countywide 31-Day Pass" will be based on rider counts by drivers. Driver counts should record the number of uses by pass type (Zone 1-Full, Zone 1-Reduced, Zone 2-Full, Zone 2-Reduced). Drivers are responsible for checking each pass for validity before accepting and counting the boarding.

10. VCTC VERIFICATION

At its own expense, the VCTC may conduct studies or surveys to verify the accuracy and reasonableness of any participating COUNTY TRANSIT PROVIDERS "Countywide 31-DAY Pass" usage data on a transit system. If VCTC determines that there are inaccuracies in a COUNTY TRANSIT PROVIDER's 31 Day Pass usage data, VCTC will provide written notification of such inaccuracies to the COUNTY TRANSIT PROVIDER. Upon notification, the COUNTY TRANSIT PROVIDER must correct such inaccuracies and respond in writing verifying that such inaccuracies have been corrected. If such inaccuracies are not corrected, VCTC may pursue the process outlined in Section 24.

11. ADMINISTRATIVE RESPONSIBILITIES

VCTC will be responsible for its own "Countywide 31-Day Pass" program administration costs. Each COUNTY TRANSIT OPERATOR will be responsible for its own administrative and reporting costs incurred in connection with its participation in the 31-Day Pass program.

12. PASS SALES REVENUE DISTRIBUTION

VCTC will reimburse participating transit operators, including VCTC Intercity, which carried passengers paying the transit fare with a valid "Countywide 31-Day Pass" for trips within Zone 1 out of the revenues collected from "Countywide 31-Day Pass" sales of Zone 1 passes. Each COUNTY TRANSIT OPERATOR will receive a reimbursement payment based on the percentage of all rides provided by that individual participating operator compared with the total number of rides provided by all participating operators for the same Zone 1 pass. The data must be reported separately for the Full Fare pass and the Reduced Fare Pass. For example, if only Full Fare passes were used in a given calendar month, the passes were used 100 times, and the passes were used on a specific operator 25 times, that operator would receive 25% of the Full Fare "Countywide 31-Day Pass" revenues for that month.

VCTC will reimburse participating transit operators, including VCTC Intercity, which carried passengers paying the transit fare with a valid Countywide 31-Day Pass for Zone 2 trips out of the revenues collected from Countywide 31-Day Pass sales of Zone 2 passes. Each reimbursement payment will be done in the same manner as the Zone 1 passes – for the revenues collected up to the Zone 1 pass purchase rates. However, the Zone 2 pass surcharge revenue (the difference between the cost of the Zone 1 and Zone 2 passes) received for the

"premium" travel (i.e. travel to and from Santa Barbara/LA County) will be distributed only to the VCTC for intercounty routes.

13. VCTC REVENUE DISTRIBUTION SCHEDULE

- a. VCTC will calculate and make said payments to the COUNTY TRANSIT PROVIDERS 30 days after all Countywide 31-Day Pass ridership and sales records are reported to VCTC, and, after all actual sales revenues for the month period have been received by VCTC. The payments to COUNTY TRANSIT PROVIDERS will be made monthly. Ridership reports will not be accepted later than the last day of each month for the prior month's ridership, and subsequent derived revenues for that month will not be made. The VCTC Executive Director may grant a 15 day extension of this restriction for exceptional circumstances based upon written request and justification.
- b. If an agency withdraws from the agreement, they will no longer be eligible for reimbursement after the effective date of the withdrawal. Agencies will also not be eligible for reimbursement for trips not made using the Countywide 31-Day Pass.
- c. VCTC will only reimburse COUNTY TRANSIT PROVIDERS out of revenue actually collected for sales of the "Countywide 31-Day Pass." Under no circumstances will VCTC be required to reimburse COUNTY TRANSIT PROVIDERS for amounts in excess of revenues actually collected.

14. VCTC RIDERSHIP REPORTING

VCTC will report all operator usage and total revenue collected and distributed to the COUNTY TRANSIT PROVIDERS on a monthly basis.

15. ANNUAL EVALUATION

VCTC and The COUNTY TRANSIT PROVIDERS will evaluate the results of the "Countywide 31-Day Pass" program after one full year of implementation and may require modifications to the data collection and reporting as a condition of continuing the agreement.

16. 31-DAY PASS INFORMATION DISSEMINATION

Each party shall cooperate in the dissemination of information to the public regarding the Countywide Pass program and the services offered by other participating parties.

17. NOTIFICATION OF CHANGES IN SERVICES

Each Party shall notify the other Parties in advance of implementing plans for changes in its operations and/or services which may affect any other participating party's operations and/or services.

18. **COUNTY TRANSIT PROVIDERS INDEMNIFICATION**  
The COUNTY TRANSIT PROVIDERS agree to indemnify and hold VCTC harmless from and against all losses, damages, actions and expenses (including attorneys' fees) on account of improper revenue distribution due to inaccurate reporting by COUNTY TRANSIT PROVIDERS, mishandling or misappropriation of funds by any COUNTY TRANSIT PROVIDER or bodily injury to or death of any person or damage to or loss of use of property incident to or arising from operations of the COUNTY TRANSIT PROVIDERS under the terms of this Agreement.
19. **VCTC INDEMNIFICATION**  
VCTC agrees to indemnify and hold the COUNTY TRANSIT PROVIDERS harmless from and against all losses, damages, actions and expenses (including attorney's fees) on account of bodily injury to or death of any person or damage to or loss of use of property incident to or arising from operations of VCTC under the terms of this Agreement.
20. **TERM OF THE AGREEMENT**  
The term of this Agreement is effective from July 1, 2015 and ends on June 30, 2020. For each agency, the agreement becomes effective the month that agency executes the agreement. This Agreement may be extended beyond the initial five year period by the written, mutual consent of the Parties.
21. **TERMINATION BY VCTC**  
VCTC may terminate this Agreement and may cease providing the revenue collection and distribution services hereunder for any reason upon two months' written notice by first class mail to the COUNTY TRANSIT PROVIDERS.
22. **WITHDRAWAL**  
Any Agency may withdraw from this Agreement by providing written notice to all Parties two calendar months prior to withdrawing from the agreement.
23. **AGREEMENT NOT AFFECTED BY WITHDRAWAL OF INDIVIDUAL AGENCIES**  
The withdrawal of any COUNTY TRANSIT PROVIDER from this agreement will not affect the agreement for those agencies still participating in the program.
24. **MEET AND CONFER; REMOVAL FROM PROGRAM**  
If VCTC determines through annual evaluations, periodic audits or by any other means that a COUNTY TRANSIT PROVIDER is submitting inaccurate reports of 31-Day Pass usage data and such inaccuracies are not remedied after written notification by VCTC, VCTC and the COUNTY TRANSIT PROVIDER will meet and confer in an effort to remedy the inaccuracies. If the Parties are unable to resolve the issue, VCTC reserves the right to terminate the particular COUNTY TRANSIT PROVIDER's participation in the "Countywide 31-Day Pass" program upon 31 days' notice. Upon termination, a COUNTY TRANSIT PROVIDER is no longer eligible to submit monthly reports for reimbursement to VCTC.

25. **ADDITION OF AGENCIES**  
Additional agencies may be added to this agreement with the consent of the VCTC.

26. **PARTIES TO BE NOTIFIED REGARDING THIS AGREEMENT**  
Notices hereunder shall be sent to the parties as follows:

TO (COUNTY TRANSIT PROVIDER'S NAME):

Gold Coast Transit District

City of Simi Valley Transit

City of Thousand Oaks Transit

City of Camarillo Transit

City of Moorpark Transit

City of Ojai Transit

Heritage Valley Transit Service

TO VCTC:

Ventura County Transportation Commission

27. **EXTENT OF THE AGREEMENT AND AMENDMENT**  
This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and this Agreement, without limitation, may only be amended by mutual written consent of the parties.

28. **BINDING NATURE OF AGREEMENT**  
This Agreement shall be binding upon each of the Parties hereto.

29. **CONFORMITY WITH STATE OF CALIFORNIA LAWS**  
This Agreement shall be interpreted and construed according to the laws of the State of California, and venue shall lie in a court of competent jurisdiction in Ventura County, California.

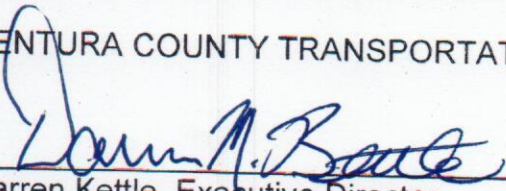
30. **SEVERABILITY**  
If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

31. **EXTENT AND LIMITS OF THE AGREEMENT**

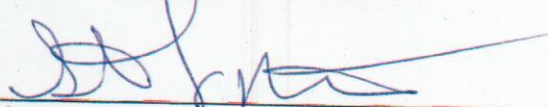
This Agreement constitutes the entire understanding between VCTC, and the COUNTY TRANSIT PROVIDERS regarding the "Countywide 31-Day Pass" program. This Agreement supersedes all prior oral or written negotiations, representations or agreements including, without limitation, any existing joint pass agreement(s) between the Parties. This Agreement may not be amended, nor any provision or breach hereof waived, except in writing signed by the Parties which expressly refers to this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and attested by their respective duly authorized officers.

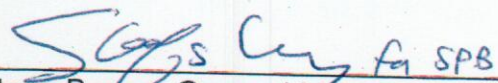
VENTURA COUNTY TRANSPORTATION COMMISSION

  
\_\_\_\_\_  
Darren Kettle, Executive Director  
VCTC

APPROVED AS TO FORM

  
\_\_\_\_\_  
Steven Mattas, General Counsel  
VCTC

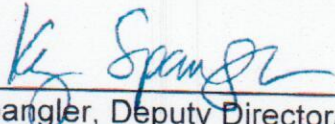
GOLD COAST TRANST DISTRICT

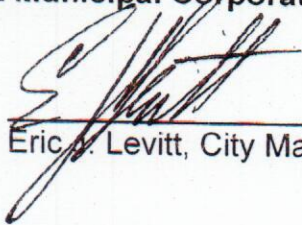
  
\_\_\_\_\_  
Steve Brown, General Manager  
Gold Coast Transit District



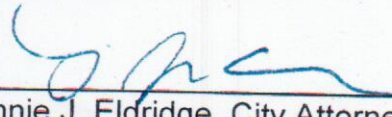
**INTERAGENCY "COUNTYWIDE 31-DAY PASS" AGREEMENT REGARDING  
USAGE AND FARE REIMBURSEMENT**

**Attest: City of Simi Valley, A Municipal Corporation**

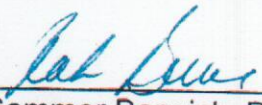
  
\_\_\_\_\_  
Ky Spangler, Deputy Director/City Clerk

  
\_\_\_\_\_  
Eric Levitt, City Manager

**Approved as to Form:**

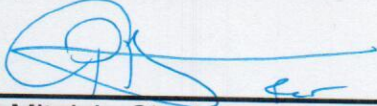
  
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Lonnie J. Eldridge, City Attorney

**Approved as to Content:**

  
\_\_\_\_\_  
Sommer Barwick, Director  
Department of Community Services

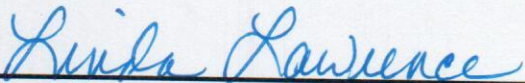
**INTERAGENCY "COUNTYWIDE 31-DAY PASS" AGREEMENT REGARDING  
USAGE AND FARE REIMBURSEMENT**

CITY OF THOUSAND OAKS



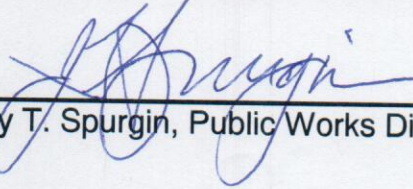
Scott Mitnick, City Manager

ATTEST:



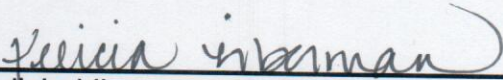
Linda D. Lawrence, City Clerk

APPROVED BY DEPARTMENT HEAD:



Jay T. Spurgin, Public Works Director

APPROVED AS TO FORM:  
Office of the City Attorney



Felicia Liberman, Assistant City Attorney

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7/20/2015 version