



**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*

IN-PERSON

**CAMARILLO CITY HALL
COUNCIL CHAMBERS
601 CARMEN DRIVE
CAMARILLO, CA
FRIDAY, JANUARY 6, 2023
9:00 A.M.**

**The public will have the opportunity to address the legislative body directly at the main meeting location.*

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in a Commission meeting, please contact the Clerk of the Commission at (805) 642-1591 ext. 101 or via email at ribarra@goventura.org. Notification of at least 48 hours prior to meeting time will assist staff in assuring those 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 – *Each individual speaker is limited to speaking to three (3) continuous minutes. The Commission may, either at the direction of the Chair or by majority vote of the Commission, waive this three-minute time limitation. Depending on the number of items on the agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Also, the Commission may terminate public comments if such comments become repetitious. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Commission shall be submitted to the Clerk of the Board. This policy*

applies to Public Comments and comments on Agenda Items. Under the Brown Act, the Board should not take action on or discuss matters raised during Public Comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.

5. **CALTRANS REPORT** - *This item provides the opportunity for the Caltrans representative to give updates 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 two-thirds vote of the Commission. If there are less than two-thirds 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 OF DECEMBER 2, 2022, MEETING- PG.7

Recommended Action:

- Approve the summary minutes of December 2, 2022.

Responsible Staff: Roxanna Ibarra

8B. MONTHLY BUDGET REPORT- PG.13

Recommended Action:

- Receive and file the monthly budget report for November 2022.

Responsible Staff: Sally DeGeorge

8C. GUIDELINES AND SCHEDULE FOR THE 2023 ACCESS FOR ALL CALL FOR PROJECTS- PG.21

Recommended Action:

- Approve the Guidelines and Schedule for the 2023 Access for All call for projects.

Responsible Staff: Heather Miller

8D. REPROGRAMMING OF PROPOSITION 1B PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT AND SERVICE ENHANCEMENT ACCOUNT (PTMISEA) FUNDS-PG.45

Recommended Action:

- Adopt Resolution No. 2023-01 included in Attachment A to reprogram Prop 1B PTMISEA funds totaling \$108,606 from Southern California Regional Rail Authority's (SCRRA) Safety Enhancements project to SCRRA's Structures Rehabilitation project.
- Approve the Cooperative Agreement with SCCRA included in Attachment B for the administration of PTMISEA funds for the Structures Rehabilitation project.

Responsible Staff: Heather Miller

8E. FREEWAY SERVICE PATROL MEMORANDUM OF AGREEMENT WITH CALIFORNIA HIGHWAY PATROL AND CALTRANS -PG.57

Recommended Action:

- Approve Memorandum of Understanding with the California Highway Patrol and the California Department of Transportation (Caltrans) regarding the Ventura County Freeway Service Patrol program.
- Authorize the Executive Director to execute the Memorandum of Understanding contingent upon acceptance of any final edits from Caltrans.

Responsible Staff: Amanda Fagan

8F. INCIDENT RESPONDER GRANT PROGRAM MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA HIGHWAY PATROL-PG.59

Recommended Action:

- *Approve a Memorandum of Understanding (MOU) with the California Highway Patrol (CHP) regarding an Incident Responder Grant Program Round 2 award.*
- *Authorize the Executive Director to execute the MOU contingent upon acceptance of any edits from CHP.*

Responsible Staff: Amanda Fagan

8G. VALLEY EXPRESS TRANSIT OPERATIONS CONTRACT - PG.65

Recommended Action:

- *Approve the VCTC Request for Proposals (RFP) Evaluation Panel's recommendation, in response to the RFP for Fixed Route, Dial-a-ride and ADA Paratransit Services in the Heritage Valley, to award a contract to MV Transportation, Inc, as approved by the Heritage Valley Policy Advisory Committee (HVPAC);*
- *Recommend that the Commission authorize the Executive Director to negotiate all remaining terms of the contract for transit services in a form and substance approved by VCTC legal counsel;*
- *Recommend that the Commission execute the four-year and four-month contract with MV Transportation, Inc. in an amount not to exceed \$11,500,000;*

Responsible Staff: Claire Grasty

8H. MOTION TO RE-AUTHORIZE REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE VENTURA COUNTY TRANSPORTATION COMMISSION, INCLUDING ALL ASSOCIATED AGENCIES, AUTHORITIES, AND COMMITTEES, DUE TO THE IMMINENT RISKS TO THE HEALTH AND SAFETY OF ATTENDEES AND MAKING RELATED FINDINGS PURSUANT TO AB 361- PG.69

Recommended Action:

- *It is recommended that the Ventura County Transportation Commission ("Commission"), on behalf of itself and in the role as the Local Transportation Authority, ALUC, Service Authority for Freeway Emergencies, Consolidated Transportation Service Agency and CMA, make a motion, pursuant to the authority set forth in AB 361 (Government Code Section 54953[e][1], to reauthorize remote teleconference meetings of all legislative bodies of the Commission, including all associated agencies, authorities and committees, due to imminent risk to the health and safety of attendees if the meetings are held in person.*

Responsible Staff: Steve Mattas

8I. BUS AND RAIL RIDERSHIP AND PERFORMANCE MEASURES REPORT- PG.71

Recommended Action:

- *Receive and File.*

Responsible Staff: Aubrey Smith and Dolores Lopez

8J. AGREEMENT WITH MOORE & ASSOCIATES FOR COMPLETION OF STATE REQUIRED TRANSPORTATION DEVELOPMENT ACT (TDA) TRIENNIAL PERFORMANCE AUDITS FOR VENTURA COUNTY TDDA CLAIMANTS-PG.77

Recommended Action:

- *Authorize Executive Director to approve an agreement with Moore & Associates not to exceed \$113,747.74 to complete the State required Transportation Development Act (TDA) Triennial Performance Audits for Ventura County Claimants.*

Responsible Staff: Aubrey Smith and Dolores Lopez

8K. AGREEMENT WITH URBAN TRANSPORTATION ASSOCIATES TO PURCHASE AUTOMATIC PASSENGER COUNTER INFRASTRUCTURE, MAINTENANCE AND SUPPORT - PG.121

Recommended Action:

- *Authorize the Executive Director to authorize the purchase of automatic passenger counter (APC) infrastructure for seven (7) VCTC coaches, to repair or replace systems currently not working, and enter into a three (3) year maintenance and support agreement with Urban Transportation Associates (UTA) for installation and maintenance work not to exceed \$110,000. Because this is a sole source procurement, a 2/3 Commission vote is required for approval.*

Responsible Staff: Matt Miller

DISCUSSION CALENDAR:

9. VENTURA COUNTY TRANSPORTATION COMMISSION 2023-2024 LEGISLATIVE PROGRAM AND LEGISLATIVE ADVOCACY POLICY - PG.123

Recommended Action:

- *Adopt the Ventura County Transportation Commission 2023-2024 Legislative Program (Attached) and Legislative Advocacy Policy (Attached)*

Responsible Staff: Darrin Peschka

10. PUBLIC HEARING AND APPROVAL OF FISCAL YEAR 2022/2023 PROGRAM OF PROJECTS -PG.131

Recommended Action:

- *Open Public Hearing and receive testimony*
- *Approve the revised Program of Projects (POP) for federal transit operating, planning and capital assistance for Fiscal Year (FY) 2022/23 included in Attachment A.*

Responsible Staff: Heather Miller

11. STATUS OF FUTURE STATE TRANSPORTATION REVENUES-PRESENTATION BY STEVEN KECK, CALTRANS CHIEF FINANCIAL OFFICER-PG.136

Recommended Action:

- *Receive and file.*

Responsible Staff: Peter De Haan

12. REGIONAL BROADBAND INFRASTRUCTURE UPDATE- PG.138

Recommended Action:

- *Receive and file a presentation regarding regional broadband infrastructure and the potential use of the Santa Paula Branch Line right-of-way for broadband development.*

Responsible Staff: Amanda Fagan

13. VCTC GENERAL COUNSEL'S REPORT:

14. AGENCY REPORTS:

Southern California Association of Governments (SCAG)

Primary: Commissioner Mike Judge

Southern California Regional Rail Authority (Metrolink-SCRRRA)

Primary: Chair Tony Trembley

Alternate: Daniel Chavez

Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency (LOSSAN) aka Amtrak Pacific Surfliner

Primary: Vice-Chair Bryan MacDonald

Alternate: Commissioner Jim White

Coastal Rail Coordinating Council

Primary: Vice-Chair Bryan MacDonald

Alternate: Commissioner Richard Rollins

California Association of Councils of Governments

Primary:

California Vanpool Authority (CalVans)

Primary: Commissioner Jim White

Alternate: Commissioner Lynn Edmonds

15. ADJOURN to 9:00 a.m. Friday, February 3, 2023.



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Item #8A

January 6, 2023

**MEETING MINUTES OF DECEMBER 6, 2022, VCTC COMMISSION MEETING
AT 9:00 A.M.**

CALL TO ORDER:

Chair Trembley called the regular meeting of the Ventura County Transportation Commission to order at 9:01 a.m. at the City of Camarillo, City Hall Chambers, 601 Carmen Drive, Camarillo, CA 93010. And via teleconference location 980 Enchanted Way, Suite 203, Simi Valley, CA 93065.

PLEDGE OF ALLEGIANCE was led by Commissioner Sobel.

ROLL CALL/MEMBERS PRESENT:

Tony Trembley, City of Camarillo
Bryan MacDonald, City of Oxnard
Mike Johnson, City of Ventura
Mike Judge, City of Simi Valley
Robert Huber, County of Ventura, **(Via Teleconference)**
Matt LaVere, County of Ventura
Kelly Long, County of Ventura
Vianey Lopez, County of Ventura
Linda Parks, County of Ventura
Richard Rollins, City of Port Hueneme
Andy Sobel, City of Santa Paula
William Weirick, City of Ojai
Jim White, Citizen Rep., County
Gloria Roberts, Acting Caltrans District 7 Director

ABSENT:

Claudia Bill-de la Peña, City of Thousand Oaks
Daniel Chavez, Citizen Rep., Cities
Lynn Edmonds, City of Fillmore
Chris Enegren, City of Moorpark

4. **PUBLIC COMMENTS** – There was no public comment at this time.
5. **CALTRANS REPORT** – Acting Caltrans District 7 Director, Gloria Roberts, gave the December monthly project report updates to the commission.
6. **COMMISSIONERS/EXECUTIVE DIRECTOR REPORT** – Chair Trembley along with the commission and staff thanked Commissioners Claudia Bill-de la Peña, Lynn Edmonds, Robert Huber, Linda Parks, Richard Rollins and William Weirick for their dedicated years of service to the Ventura County Transportation Commission.

Executive Director Martin Erickson echoed Chair Trembley's gratitude and recognition to Commissioners Claudia Bill-de la Peña, Lynn Edmonds, Robert Huber, Linda Parks, Richard Rollins and William Weirick for their dedicated years of service to the Ventura County Transportation Commission. Mr. Erickson gave his executive director report to the commission on the following items:

- VCTC will join the Ventura County Fire Department and ABC 7 for a Stuff-a-Bus event from 9 a.m. to 6:30 p.m. this Friday, Dec. 2, at the Target parking lot in Camarillo. The event is part of the annual Spark of Love Toy Drive. Firefighters will be collecting toys to distribute to children and teens in need this holiday season.
- The Sunburst Train and Sierra Northern Railway, along with community partners, hosted a successful Spirit of the Holidays Toy Drive on Saturday, November 26th, along the Santa Paula Branch Line railroad, with stops in Ventura, Saticoy, Santa Paula, and Fillmore. With an estimated 5,000 – 7,000 attendees along the railroad, the event continued the tradition of the Santa Claus train traveling through the Santa Clara River Valley collecting unwrapped toys for donation.
- On Tuesday, December 6th from 6 – 7PM, VCTC will host a virtual community workshop to solicit feedback on the draft Comprehensive Transportation Plan (CTP), a long-range planning document addressing the future of transportation in Ventura County for the next 20-30 years. The virtual community workshop will be hosted on Zoom, and Spanish interpretation will be provided. For community members unable to participate in real time, the community workshop will be recorded and posted on the VCTC website. For more information and to review the Draft Plan, visit goventura.org/CTP. Community members are invited to provide feedback through January 10, 2023.
- Announced that two new staff members have joined VCTC as members of the Transit Department reporting to Claire Grasty, Director of Transit: Matt Miller joins us as the Program Manager for Transit Services. Matt has nine years of experience in the transit industry and joins us from Gold Coast Transit District where he worked for over seven years. Prior to that, he worked for Thousand Oaks Transit, the City of Burbank and Moore and Associates. Aubrey Smith joins us as the Program Manager for Regional Transit Planning. Aubrey has nine years of experience in the transit industry and joins us from Metrolink where he worked for three years. Prior to that, he worked for Gardena Transit, Marin Transit and Transportation Management & Design, Inc.

7. ADDITIONS/REVISIONS –None.

8. CONSENT CALENDAR –

Commissioner LaVere moved to approve consent calendar items 8A through 8H. The motion was seconded by **Commissioner Weirick** and passed unanimously.

8A. APPROVE MINUTES OF NOVEMBER 4, 2022, MEETING

Recommended Action:

- Approve the summary minutes of NOVEMBER 4, 2022.

8B. MONTHLY BUDGET REPORT

Recommended Action:

- Receive and file the monthly budget report for October.

8C. ANNUAL COMPREHENSIVE FINANCIAL REPORT AND SINGLE AUDIT

Recommended Action:

- Approve the audited Annual Comprehensive Financial Report (ACFR) and Single Audit for Fiscal Year 2021/2022.

8D. APPROVAL OF REQUEST FOR PROPOSAL FOR THE COMMUTER ASSISTANCE PROGRAM

Recommended Action:

- Authorize the Executive Director to release the Request for Proposals (RFP) for the Commuter Assistance Program (CAP).

8E. FISCAL YEAR 2023-24 TRANSPORTATION DEVELOPMENT ACT (TDA) TRANSIT NEEDS (UTN) DEFINITIONS AND SCHEDULE

Recommended Action:

- Review and approve the Fiscal Year 2023-2024 Unmet Transit Needs definitions and schedule.

8F. METROLINK BUDGET AMENDMENT-STATE OF GOOD REPAIR FUNDS

Recommended Action:

- Approve a budget amendment for the Metrolink Program Budget by increasing the State of Good Repair funds by \$11,164 for the Capital Rehabilitation Program.
- Approve a budget amendment for the Metrolink Program Budget to increase the expenditures and increase the Capital Rehabilitation line item by \$11,164.
- Approve a budget amendment to the State of Good Repair budget to increase the transfer-out funds by the amount of \$11,164 into the General Fund.

8G. MOTION TO RE-AUTHORIZE REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE VENTURA COUNTY TRANSPORTATION COMMISSION, INCLUDING ALL ASSOCIATED AGENCIES, AUTHORITIES, AND COMMITTEES, DUE TO THE IMMINENT RISKS TO THE HEALTH AND SAFETY OF ATTENDEES AND MAKING RELATED FINDINGS PURSUANT TO AB 361

Recommended Action:

- It is recommended that the Ventura County Transportation Commission (“Commission”), on behalf of itself and in the role as the Local Transportation Authority, ALUC, Service Authority for Freeway Emergencies, Consolidated Transportation Service Agency and CMA, make a motion, pursuant to the authority set forth in AB 361 (Government Code Section 54953[e][1], to reauthorize remote teleconference meetings of all legislative bodies of the Commission, including all associated agencies, authorities and committees, due to imminent risk to the health and safety of attendees if the meetings are held in person.

8H. PUBLIC TRANSIT AGENCY SAFETY PLAN

Recommended Action:

- Approve the updated VCTC Public Transit Agency Safety Plan (PTASP.) The updated PTASP is included under a separate cover as an attachment.

DISCUSSION CALENDAR:

9. APPROVE PRIORITY RANKING FOR COMBINED CALL-FOR-PROJECTS FOR CONGESTION MITIGATION AND AIR QUALITY (CMAQ), TRANSPORTATION DEVELOPMENT ACT (TDA) ARTICLE 3, SB 1 STATE OF GOOD REPAIR (SGR), AND CARBON REDUCTION PROGRAM (CRP) FUNDS-PUBLIC HEARING

Recommended Action:

- Open public hearing and receive testimony.
- Program \$20,038,729 Congestion Mitigation and Air Quality (CMAQ) funds, \$2,627,950 State of Good Repair (SGR) funds, and \$694,150 Carbon Reduction Program (CRP) funds for a total of \$23,360,829 to the transit projects prioritized in Attachment A.
- Reprogram \$1,075,544 in Section 5339 funds from VCTC Intercity leases and technology equipment to VCTC’s Valley Express Replacement Buses project included in the prioritized transit project list in Attachment A.
- Program \$18,649,638 Congestion Mitigation and Air Quality (CMAQ) funds, \$1,839,348 FY 22/23 TDA Article 3, \$500,000 FY 23/24 TDA Article 3 funds, and \$5,768,383 Carbon Reduction Program (CRP) funds for a total of \$26,757,369 to the non-transit projects as shown in Attachment B.
- Approve \$1,469,949 for “Shelf List” funding as specified in Attachment B.

Chair Trembley opened the public hearing for the approval of Priority Ranking for Combined Call-For-Projects for Congestion Mitigation and Air Quality (CMAQ), Transportation Development Act (TDA) Article 3, SB 1 State of Good Repair (SGR), and Carbon Reduction Program (CRP) Funds-Public Hearing at 9:19 a.m. Heather Miller gave a Power

Point presentation. There was a public comment from Ms. Mary Anne Rooney speaking on behalf of the Port of Hueneme. Chair Trembley closed the public hearing at 9:53 a.m.

Vice-Chair MacDonald made a motion to approve Priority Ranking For Combined Call-For-Projects For Congestion Mitigation and Air Quality (CMAQ), Transportation Development Act (TDA) Article 3, SB 1 State of Good Repair (SGR), And Carbon Reduction Program (CRP) Funds-Public Hearing. **Commissioner Parks** seconded the motion and passed unanimously.

10. CITY OF CAMARILLO LIGHTING ORDINANCE CONSISTENCY REVIEW AND DETERMINATION- PG.37

Recommended Action:

- The Ventura County Airport Land Use Commission (ALUC) hold a public hearing regarding consistency of the proposed City of Camarillo Lighting Regulation Ordinance with the Ventura County Airport Comprehensive Land Use Plan (ACLUP).
- The Ventura County ALUC make a determination that the proposed City of Camarillo Lighting Regulation Ordinance is consistent with the Ventura County ACLUP.

Chair Trembley opened the public hearing for the City of Camarillo Lighting Ordinance Consistency Review and Determination at 9:54 a.m. Amanda Fagan gave a PowerPoint presentation. There were no public comments. Chair Trembley closed the public hearing at 10:02 a.m.

Commissioner Long made a motion to approve the City of Camarillo Lightning Ordinance Consistency Review and Determination. **Commissioner White** seconded the motion and it passed unanimously.

11. VENTURA COUNTY COMPREHENSIVE TRANSPORTATION PLAN- DRAFT UPDATE

Recommended Action:

- Receive and file a presentation and update on the Draft Ventura County Comprehensive Transportation Plan (CTP).

Caitlin Brooks and consultant Bill Delo from Arcadis-IBI Group gave a PowerPoint presentation to the commission. There was one public comment from constituent Victor Kamhi. The update was received and filed.

12. VCTC GENERAL COUNSEL'S REPORT: None.

13. AGENCY REPORTS:

Southern California Association of Governments (SCAG Regional Council)

Primary: Commissioner Mike Judge

None.

Southern California Regional Rail Authority (Metrolink-SCRRA)

Primary: Vice-Chair Tony Trembley

Alternate: Daniel Chavez

Los Angeles-San Luis Obispo (LOSSAN) Rail Corridor Agency (Amtrak Pacific Surfliner)

Primary: Commissioner Bryan MacDonald

Alternate: Commissioner Jim White

None.

Coastal Rail Coordinating Council

Primary: Commissioner Bryan MacDonald

Alternate: Commissioner Richard Rollins

None.

California Association of Councils of Governments

Primary: Vacant.

None.

California Vanpool Authority (CalVans)

Primary: Commissioner Jim White

Alternate: Commissioner Lynn Edmonds

Commissioner White reported CalVans' next meeting is December 8th.

13. ADJOURNED to the next Ventura County Transportation Commission meeting which will be Friday, January 6, 2023, at 9:00 a.m.



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Item #8B

January 6, 2023

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: MONTHLY BUDGET REPORT

RECOMMENDATION:

- Receive and file the monthly budget report for November 2022.

DISCUSSION:

The monthly budget report is presented in a comprehensive, agency-wide format on a modified accrual basis. The reports include a combined Balance Sheet, a Statement of Revenues, Expenditures and Changes in Fund Balance detailed by fund and an Investment Report by institution. There are eight funds presented consisting of the General Fund, the Local Transportation Fund (LTF), the State Transit Assistance (STA) fund, the State of Good Repair (SGR) fund, the Service Authority for Freeway Emergencies (SAFE) fund, the Santa Paula Branch Line (SPBL) fund, the VCTC Intercity fund and the Valley Express fund. The Statement of Revenues, Expenditures and Changes in Fund Balance also includes the annual budgeted numbers that are updated as the Commission approves budget amendments or administrative budget amendments are approved by the Executive Director. Staff monitors the revenues and expenditures of the Commission on an on-going basis.

The November 30, 2022, budget report indicates that the revenues were approximately 26.88% of the adopted budget while expenditures were approximately 18.03% of the adopted budget. The revenues and expenditures are as expected at this time. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on an even percentage or monthly basis. Furthermore, revenues are often billed and reimbursed in arrears.

Some revenues are received at the beginning of the year while other revenues are received after grants are approved. In many instances, the Ventura County Transportation Commission (VCTC) incurs expenditures and then submits for reimbursement from federal, state, and local agencies which may also cause a slight lag in reporting revenues. Furthermore, the STA, SGR, LTF and SAFE revenues are received in arrears. The State Board of Equalization collects the taxes and remits them to the Commission after the reporting period for the business. STA and SGR revenues are paid quarterly with a two to three-month additional lag and LTF receipts are paid monthly with a two-month lag. For example, the July through September STA and SGR receipts are often not received until October or November and the July LTF receipts are not received until September. The Department of Motor Vehicle collects the SAFE funds and remits them monthly with a two-month lag.

The Commission's capital assets are presented on the Balance Sheet. Capital assets that are "undepreciated" consist of land and rail lines owned by the Commission. Capital assets that are depreciated consist of buildings, rail stations, transit equipment, highway callbox equipment and office furniture and equipment. Capital assets and depreciation are adjusted annually at the end of the fiscal year.

The Commission's deferred outflows, deferred inflows and pension liability are presented on the Balance Sheet. These accounts represent the accrual information for pension accruals with the implementation of the Government Accounting Standards Board (GASB) Statement 68 (pensions) and Statement 75 (other postemployment benefits). This information is based on actuarial information that is provided once a year. The deferred outflows, deferred inflows and pension liability are adjusted annually at the end of the fiscal year.

The Commission's accrued lease liability and associated interest presented on the Balance Sheet. These accounts represent the accrual information for leases that qualify with the implementation of the Government Accounting Standards Board (GASB) Statement 87. This information is based on an amortization schedule and is adjusted annually at the end of the fiscal year. Currently the only lease that qualifies is the office lease.

The Commission's liability for employee vacation accrual is presented on the Balance Sheet. The vacation accrual is adjusted annually at the end of the fiscal year.

**VENTURA COUNTY TRANSPORTATION COMMISSION
BALANCE SHEET
AS OF NOVEMBER 30, 2022**

Assets and Deferred Outflows

Cash and Investments	\$ 67,689,532
Receivables/Due from other funds	3,006,964
Prepays and Deposits	284,553
Capital Assets, undepreciated	25,885,133
Capital Assets, depreciated, net	30,352,253
Deferred Outflows	1,439,047
Net Pension asset	224,441
Net OPEB asset	121,324
Total Assets and Deferred Outflows	<u><u>\$ 129,003,247</u></u>

LIABILITIES, DEFERRED INFLOWS AND FUND BALANCE

Liabilities and Deferred Inflows:

Accrued Expenses and Due to Other	\$ 2,086,183
Deferred Revenue	5,067,073
Deposits	67,059
Accrued Vacation	180,339
Accrued Lease liability and interest	646,310
Deferred Inflows	958,345
Total Liabilities and Deferred Inflows:	<u><u>\$ 9,005,309</u></u>

Net Position:

Invested in Capital Assets	\$ 56,237,387
Fund Balance	63,760,551
Total Net Position	<u><u>\$ 119,997,938</u></u>

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE FIVE MONTHS ENDED NOVEMBER 30, 2022**

	General	LTF	STA	SAFE	SGR	SPBL	VCTC Intercity	Valley Express	Fund	Budgeted	Variance	% Year
	Fund Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Totals	Actual	Actual	
Revenues												
Federal Revenues	\$ 2,361,789	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	1,773,810	\$ 344,987	\$ 4,480,586	\$ 22,096,448	(17,615,862)	20.28
State Revenues	266,861	11,757,047	2,709,064	552,780	484,160	0	0	0	15,769,912	57,937,300	(42,167,388)	27.22
Local Revenues	57,700	0	0	0	0	318,401	757,761	862,027	1,995,889	3,319,858	(1,323,969)	60.12
Other Revenues	1,108	0	0	0	0	0	0	0	1,108	0	1,108	0.00
Interest	15,688	62,298	67,655	13,752	23,485	184	10	1,076	184,148	90,000	94,148	204.61
Total Revenues	2,703,146	11,819,345	2,776,719	566,532	507,645	318,585	2,531,581	1,208,090	22,431,643	83,443,606	(61,011,963)	26.88
Expenditures												
Administration												
Personnel Expenditures	1,150,770	0	0	0	0	0	50,229	22,758	1,223,757	3,899,100	(2,675,343)	31.39
Legal Services	5,109	0	0	0	0	0	0	0	5,109	42,000	(36,891)	12.16
Professional Services	59,869	0	0	0	0	0	0	0	59,869	182,500	(122,631)	32.80
Office Leases	84,506	0	0	0	0	0	0	0	84,506	206,000	(121,494)	41.02
Office Expenditures	515,597	0	0	0	0	0	33,427	15,145	564,169	702,500	(138,331)	80.31
Total Administration	1,815,851	0	0	0	0	0	83,656	37,903	1,937,410	5,032,100	(3,094,690)	38.50
Programs and Projects												
Transit and Transportation Program												
Regional Transit Technology	101,288	0	0	0	0	0	0	0	101,288	580,800	(479,512)	17.44
SD-Accessible Mobility Service	106,771	0	0	0	0	0	0	0	106,771	446,600	(339,829)	23.91
VCTC Intercity Bus Services	0	0	0	0	0	0	3,099,998	0	3,099,998	12,582,200	(9,482,202)	24.64
Valley Express Bus Services	0	0	0	0	0	0	0	614,903	614,903	2,194,400	(1,579,497)	28.02
Transit Grant Administration	1,419,074	0	0	0	0	0	0	0	1,419,074	8,603,109	(7,184,035)	16.49
Total Transit and Transportation	1,627,133	0	0	0	0	0	3,099,998	614,903	5,342,034	24,407,109	(19,065,075)	21.89
Highway Program												
Motorist Aid Services	0	0	0	510,650	0	0	0	0	510,650	2,099,500	(1,588,850)	24.32
Highway Program Management	120,673	0	0	0	0	0	0	0	120,673	5,411,255	(5,290,582)	2.23
Total Highway	120,673	0	0	510,650	0	0	0	0	631,323	7,510,755	(6,879,432)	8.41

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE FIVE MONTHS ENDED NOVEMBER 30, 2022**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	SGR Actual	SPBL Actual	VCTC Intercity Actual	Valley Express Actual	Fund Totals	Budgeted Actual	Variance Actual	% Year
Rail Program												
MetroLink and Commuter Rail	376,527	0	0	0	0	0	0	0	376,527	21,196,214	(20,819,687)	1.78
LOSSAN and Coastal Rail	2,806	0	0	0	0	0	0	0	2,806	8,800	(5,994)	31.89
Santa Paula Branch Line	0	0	0	0	0	7,844	0	0	7,844	501,500	(493,656)	1.56
Total Rail	379,333	0	0	0	0	7,844	0	0	387,177	21,706,514	(21,319,337)	1.78
Commuter Assistance Program												
Reg Transit Information Center	19,829	0	0	0	0	0	0	0	19,829	52,300	(32,471)	37.91
Rideshare Programs	48,713	0	0	0	0	0	0	0	48,713	292,900	(244,187)	16.63
Total Commuter Assistance	68,542	0	0	0	0	0	0	0	68,542	345,200	(276,658)	19.86
Planning and Programming												
TDA Administration	0	9,249,870	130,828	0	16,204	0	0	0	9,396,902	43,223,428	(33,826,526)	21.74
Transportation Programming	2,938	0	0	0	0	0	0	0	2,938	23,400	(20,462)	12.56
Regional Transportation Planning	124,279	0	0	0	0	0	0	0	124,279	1,055,316	(931,037)	11.78
Airport Land Use Commission	0	0	0	0	0	0	0	0	0	18,000	(18,000)	0.00
Regional Transit Planning	128,959	0	0	0	0	0	0	0	128,959	1,693,500	(1,564,541)	7.61
Total Planning and Programming	256,176	9,249,870	130,828	0	16,204	0	0	0	9,653,078	46,013,644	(36,360,566)	20.98
General Government												
Community Outreach	91,216	0	0	0	0	0	0	0	91,216	215,000	(123,784)	42.43
State and Federal Relations	49,633	0	0	0	0	0	0	0	49,633	112,900	(63,267)	43.96
Management and Administration	1,046,592	0	0	0	0	0	0	0	1,046,592	1,186,000	(139,408)	88.25
Total General Government	1,187,441	0	0	0	0	0	0	0	1,187,441	1,513,900	(326,459)	78.44
Total Expenditures	5,455,149	9,249,870	130,828	510,650	16,204	7,844	3,183,654	652,806	19,207,005	106,529,222	(87,322,217)	18.03

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE FIVE MONTHS ENDED NOVEMBER 30, 2022**

	General	LTF	STA	SAFE	SGR	SPBL	VCTC Intercity	Valley Express	Fund	Budgeted	Variance	% Year
	Fund Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Totals	Actual	Actual	
Revenues over (under) expenditures	(2,752,003)	2,569,475	2,645,891	55,882	491,441	310,741	(652,073)	555,284	3,224,638	(23,085,616)	26,310,254	(13.97)
Other Financing Sources												
Transfers Into GF From LTF	5,932,201	0	0	0	0	0	0	0	5,932,201	10,826,840	(4,894,639)	54.79
Transfers Into GF From STA	81,898	0	0	0	0	0	0	0	81,898	4,957,009	(4,875,111)	1.65
Transfers In GF From SGR	242,867	0	0	0	0	0	0	0	242,867	7,775,033	(7,532,166)	3.12
Transfers Into GF From SAFE	20,765	0	0	0	0	0	0	0	20,765	53,400	(32,635)	38.89
Transfers Into GF From SPBL	24,619	0	0	0	0	0	0	0	24,619	86,800	(62,181)	28.36
Transfers Into SPBL From LTF	0	0	0	0	0	24,619	0	0	24,619	86,800	(62,181)	28.36
Transfers Into SPBL From STA	0	0	0	0	0	7,706	0	0	7,706	116,500	(108,794)	6.61
Transfers Into VI From STA	0	0	0	0	0	0	2,500,000	0	2,500,000	5,330,794	(2,830,794)	46.90
Transfers Out of LTF Into GF	0	(5,932,201)	0	0	0	0	0	0	(5,932,201)	(10,913,640)	4,981,439	54.36
Transfers Out of LTF Into SPBL	0	(24,619)	0	0	0	0	0	0	(24,619)	(86,800)	62,181	28.36
Transfers Out of STA Into GF	0	0	(81,898)	0	0	0	0	0	(81,898)	(4,957,009)	4,875,111	1.65
Transfers Out of STA Into SPBL	0	0	(7,706)	0	0	0	0	0	(7,706)	(116,500)	108,794	6.61
Transfers Out of STA Into VI	0	0	(2,500,000)	0	0	0	0	0	(2,500,000)	(5,330,794)	2,830,794	46.90
Transfers Out of SAFE Into GF	0	0	0	(20,765)	0	0	0	0	(20,765)	(53,400)	32,635	38.89
Transfers Out of SPBL Into GF	0	0	0	0	0	(24,619)	0	0	(24,619)	0	(24,619)	0.00
Transfers Out of SGR Into GF	0	0	0	0	(242,867)	0	0	0	(242,867)	(7,775,033)	7,532,166	3.12
Total Other Financing Sources	6,302,350	(5,956,820)	(2,589,604)	(20,765)	(242,867)	7,706	2,500,000	0	0	0	0	0.00
Net Change in Fund Balances	3,550,347	(3,387,345)	56,287	35,117	248,574	318,447	1,847,927	555,284	3,224,638	(23,085,616)	26,310,254	(13.97)
Beginning Fund Balance w/o capital assets	2,905,670	25,839,173	21,378,455	4,030,185	6,359,701	25,367	(2,456)	0	60,536,095	33,572,663	26,963,432	180.31
Long-term Pension/OPEB/Vacation/Lease Adjustment*	(25,892)	0	0	0	0	0	25,710	0	(182)	0	(182)	0.00
Ending Fund Balance	\$ 6,430,125	\$ 22,451,828	\$ 21,434,742	\$ 4,065,302	\$ 6,608,275	\$ 343,814	\$ 1,871,181	\$ 555,284	\$ 63,760,551	\$ 10,487,047	\$ 53,273,504	607.99

*Government Accounting Standards Board (GASB) Statements 68, GASB 75 and GASB 87 require full accrual of pension, OPEB and Lease liabilities, deferred inflows, and deferred outflows on financial statements. These calculations are updated annually.

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF NOVEMBER 30, 2022**

As stated in the Commission’s investment policy, the Commission’s investment objectives are safety, liquidity, return on investment, prudence, diversification, and public trust with the foremost objective being safety. VCTC has the ability to meet its expenditure requirements, at a minimum, for the next six months. Below is a summary of the Commission’s investments that comply with the Commission’s investment policy and bond documents, as applicable.

Institution	Investment Type	Maturity Date	Interest to Date	Rate	Balance
Wells Fargo	Government Checking	N/A	EAC only	EAC only	\$ 5,000,551.51
LAIF	State Pool	N/A	\$ 19,037.02	1.35%	10,140,419.63
County of Ventura	Treasury Pool	N/A	165,110.50	1.47%	53,342,149.00
VCCF Bike Fund	Investment	N/A	Annually	annually	15,933.66
Total			\$184,147.52		\$68,499,053.80

Because VCTC receives a large portion of their state and federal funding on a reimbursement basis, the Commission must keep sufficient funds liquid to meet changing cash flow requirements. For this reason, VCTC maintains checking accounts at Wells Fargo Bank.

The Commission’s pooled checking account is not earning interest, instead earns “earnings credits” applied against fees because of the low interest rate environment. Cash balances will vary depending on reimbursements and disbursements. The first \$250,000 of the combined balance is federally insured and the remaining balance is collateralized by Wells Fargo bank.

The Commission’s LTF, STA, SGR and a portion of the SAFE funds received from the State are invested in the Ventura County investment pool. Interest is apportioned quarterly, in arrears, based on the average daily balance. The investment earnings are generally deposited into the accounts in two payments within the next quarter. Amounts shown above are not adjusted for fair market value.

The Commission’s funds not needed for immediate use are invested in the California Local Agency Investment Fund (LAIF). Interest is apportioned quarterly, in arrears, based on the average daily balance. The investment earnings are generally deposited into the account the month following the quarter end. A small portion of interest earned in the LAIF account is for unearned revenues and the interest is not recognized until the corresponding expenses are recognized.

Amounts shown above are not adjusted for fair value. Wells Fargo Bank, County of Ventura and LAIF statements are the source for provided information.

VCTC receives an annual disbursement from a permanent fund from the Ventura County Community Foundation (VCCF). The funds are invested in a money market account at VCCF and can only be used for bike purposes. Information is posted once a year at yearend.



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Item #8C

January 6, 2023

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: HEATHER MILLER, PROGRAM MANAGER
SUBJECT: GUIDELINES AND SCHEDULE FOR THE 2023 ACCESS FOR ALL CALL FOR PROJECTS

RECOMMENDATION:

- Approve the Guidelines and Schedule for the 2023 Access for All call for projects.

BACKGROUND:

In September 2018, Senate Bill (SB) 1376 was signed into law requiring the California Public Utilities Commission (CPUC), as part of its regulation of Transportation Network Companies (TNCs) such as Uber and Lyft, to establish a program to improve the accessibility of persons with disabilities to on-demand transportation services. As a result, the CPUC established the "TNC Access for All Program" requiring TNCs collect a fee in the amount of \$0.10 for each TNC trip provided and remit such fees to the CPUC based on the geographic area (county) in which the trip originated. TNCs are able to request offsets of the fees collected should they elect to invest in improving their Wheelchair Accessible Vehicle (WAV) service in the county they serve. Remaining funds are set aside to distribute through approved Local Access Fund Administrators (LAFAs) to qualified "Access Providers" that establish on-demand transportation programs or partnerships meeting the needs of persons with disabilities.

In July, the VCTC adopted a resolution authorizing VCTC to serve as the Ventura County LAFA. VCTC received program funds in August and now seeks project proposals for the 2023 Access for All (AFA) Program to build WAV services in the region by selecting qualified Access Providers.

DISCUSSION:

The purpose of the Access for All Program is to incentivize the expansion and availability of on-demand transportation service for individuals with disabilities and those who need a wheelchair accessible vehicle. The program provides operating and capital assistance to qualified Access Providers through a competitive selection process with the goal of increasing on-demand WAV service in Ventura County. The available funding amount for this call for projects totals \$249,713.

Attachment "A" includes the Guidelines for the 2023 AFA call for projects. Eligible applicants include public agencies, not-for-profit organizations, and private/commercial entities. Eligible projects must increase the availability of on-demand WAV transportation in the County of Ventura. Applicants may apply for up to \$249,713 and no less than \$50,000. Matching funds are not required.

The solicitation for projects is a competitive selection process that will result in the award of available funds to eligible organizations after an evaluation and ranking of proposals by VCTC staff. Attachment “B” provides the AFA program’s application form. The project application addresses the priorities of the program and awards points based on the following request for information:

- Description of Agency’s Organization/Operations
- Description of Proposed Project
- Project Readiness and Technical Capacity
- Project Implementation Plan
- Project Outcomes/WAV Service Improvements
- Program Outreach
- Revenue/Expenses

VCTC staff will seek approval of recommended projects from the Transit Operators Advisory Committee (TRANSCOM) in March followed by the VCTC (Commission) in April 2023. Grant award is anticipated in May with funds available by June 2023. Funds must be expended by grantees by June 2024. VCTC will be posting program information, AFA Guidelines and application form on VCTC’s website at <https://www.goventura.org/work-with-vctc/grant-opportunities/>.

Eligible Applicants

“Access Providers” directly provide, or contract with a separate organization or entity to provide, on-demand WAV transportation to meet the needs of persons with disabilities. “WAV” means a vehicle equipped with a ramp or lift capable of transporting non-folding motorized wheelchairs, mobility scooters, or other mobility devices. “On-demand WAV transportation” means that the provider can fulfill trip requests within 24 hours through a service that does not follow a fixed route and/or schedule. Applicants are required to sign a Safety Protocol Declaration Form affirming compliance with program requirements during the terms the carrier acts as an Access Provider.

Eligible Projects

Eligible projects demonstrate improvements to response times for WAV service compared to the previous year or status quo in the Ventura County; improvements to the presence and availability of WAVs; and efforts to publicize and promote available WAV services and remove barriers to local disability communities. Eligible expenses can include operational costs, vehicle costs (purchase/lease), driver training/incentives, technology investments, ride fare subsidies, and outreach. A full list of eligible expenses can be found in the attached Guidelines.

Reporting Requirements

Access Providers receiving funding are required to report on a quarterly basis with data related to the proposed service provided in detail in the attached Guidelines.

Proposed Schedule for a Call for Projects

Public Notice for a call for projects is anticipated on January 9, 2023, subsequent to the Commission’s approval of the Guidelines, with applications due February 10. Approval of Access Provider(s) is expected in April with funds obligated no later than June 2023.

Call for Projects Proposed Schedule	
Approval of Access for All Guidelines by TRANSCOM	December 14, 2022
Approval of Access for All Guidelines by VCTC	January 6, 2023
Call for Projects Issued	January 9, 2023
Project Applications due to VCTC	February 10, 2023
Approval of Recommended Projects/Access Provider by TRANSCOM	March 8, 2023
Approval of Recommended Projects/Access Provider by VCTC	April 7, 2023

The Transit Operators Advisory Committee (TRANSCOM) approved the 2023 Access for All call for projects and Guidelines on December 14, 2022.



Ventura County Transportation Commission

Access for All (AFA) Grant Program Guidelines

December 2022

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Overview

Ventura County Transportation Commission (VCTC) is seeking proposals from eligible entities to increase on-demand transportation service for people with disabilities within Ventura County. This solicitation is a competitive selection that will result in the award of available state funds to eligible organizations after an evaluation and ranking of proposals and the approval of funding awards by the VCTC.

The Access for All Grant Program provides operating and capital assistance to establish on-demand transportation programs or partnerships to meet the needs of persons with disabilities, specifically wheelchair users who need a wheelchair accessible vehicle (WAV). Eligible applicants include public agencies, not-for-profit organizations, and private/commercial entities. Eligible projects must increase the availability of on-demand WAV transportation in the County of Ventura. Eligible entities may apply for up to \$249,713 and no less than \$50,000. Matching funds are not required.

Applications and supporting documents must be emailed to hmill@goventura.org by 5 p.m. on Friday, February 10, 2023. Questions and requests for clarification for this call for projects must be directed in writing to Heather Miller at hmill@goventura.org. The Application Form and Program Guidelines can be found on VCTC's website at <https://www.goventura.org/work-with-vctc/grant-opportunities/>.

Proposal submissions shall constitute a firm offer to VCTC for 90 days from the date of this call for projects closing. Once submitted, proposals become VCTC's property. This call for projects does not commit VCTC to award a contract, to pay any cost incurred in preparing a proposal, or to procure or contract for services.

No person or entity submitting a proposal in response to this call for projects, nor any officer, employee, agent, representative, relative, or consultant representing such a person (or entity) may contact through any means or engage in any discussion concerning this contract award with any VCTC Board member or any VCTC employee during the period between the call for projects being issued and the date contract(s) are awarded. Any such contact would be grounds for disqualifying the proposer. Contact with VCTC staff during such time period must be limited to technical questions and discussions leading to best and final offers.

Background

In 2018, under the Transportation Network Companies (TNC) Access for All Act, the California Public Utilities Commission (CPUC) established a TNC Access for All Program to incentivize expansion and accessibility of TNC on-demand services (such as Uber and Lyft) for persons with disabilities and those who need a wheelchair accessible vehicle (WAV).

The program is funded by collecting a \$0.10 Access Fee from each TNC trip originating in Ventura County and administered by Local Access Fund Administrators (LAFAs), such as Regional Transportation Planning Agencies (RTPAs) and County Transportation Commissions (CTCs). In July 2022, the VCTC (Commission) authorized VCTC to serve as the Ventura County LAFA. The LAFA is

responsible for developing the AFA program for the region, engaging with community stakeholders, and establishing a process for procuring WAV access providers through a competitive solicitation. Access Providers are organizations or entities that can provide WAV service similar to that of TNCs but require additional financial resources to do so.

VCTC currently has \$249,713 in available funds from Cycle 2 (FY 2021) of the program. The CPUC requires the LAFA to award contracts to access providers by July 1 of the following year, and selected access providers must liquidate the awarded funds within 12 months. The following is the proposed schedule for the 2023 AFA RFP:

Call for Projects Proposed Schedule	
Approval of Access for All Guidelines by TRANSCOM	December 14, 2022
Approval of Access for All Guidelines by VCTC	January 6, 2023
Call for Projects Issued	January 9, 2023
Project Applications due to VCTC	February 10, 2023
Approval of Recommended Projects/Access Provider by TRANSCOM	March 8, 2023
Approval of Recommended Projects/Access Provider by VCTC	April 7, 2023
Contract Award	June 1, 2023

Eligible Applicants

Eligible applicants for Access for All funds must directly provide, or contract with a separate organization or entity to directly provide, on-demand WAV transportation to meet the needs of persons with disabilities.

For the purposes of the Access for All Program, the CPUC identifies eligible Access Providers as transportation carrier[s] that hold a Commission-issued permit or a non-permitted transportation carrier that can provide documentation of the following with their application:

- **Background checks:** Carriers must perform background checks that meet or exceed what is required of Transportation Network Companies (TNCs) under the TNC application form.
- **Insurance:** Carriers must have insurance equivalent to or higher than what is required of charter-party carriers under General Order 115.
- **Controlled substance and alcohol testing:** Carriers must be enrolled in a controlled substance and alcohol-testing program.
- **Secretary of State Registration:** Carriers must have their articles of incorporation filed with the Secretary of State.
- **Motor Carrier Profile with California Highway Patrol (CHP):** Carriers must complete the CHP 362 Motor Carrier Profile and obtain a CA Number from the CHP.

The approved non-permitted carrier shall submit a declaration to VCTC affirming compliance with each of the requirements and that each requirement is in effect during the term the carrier operates as an Access Provider. The Declaration is included in the application package.

TNCs may apply as Access Providers if they are providing new WAV service in the geographic area or the TNC certifies that the TNC’s collected fees during the Exemption Year were exhausted to provide WAV services.

Eligible Expenses

Eligible projects demonstrate improvements to response times for WAV service compared to the previous year and/or status quo in the county, the presence and availability of WAVs, and efforts to publicize and promote available WAV services to disability communities. Eligible expenses can include vehicle costs, partnership costs, marketplace costs, operational costs, and fare subsidies. A more detailed list of eligible WAV expenses is included in Appendix B.

For Access Providers that provide WAV services for a TNC, the Access Provider shall not use Access Fund moneys for trips that are compensated by a TNC. Accordingly, VCTC is permitted to request additional information from Access Provider applicants as necessary to sufficiently review the application. An Access Provider applicant shall disclose whether it is a current or former service provider for a TNC. The Access Provider applicant must demonstrate to VCTC that any Access Fund monies will not be used for services that are compensated by a TNC.

Ineligible projects and activities are those that do not align with program goals and objectives. The following activities and expenses are ineligible through the grant program:

- Administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity or activities;
- Costs for work performed prior to award notice to the Grantee;
- Claims or litigation costs.

Progress Reporting Requirements

Access Providers receiving funding are required to report on a quarterly basis (within 30 days after the end of each quarter) data related to the Program to VCTC. Reporting requirements are listed below, and templates are available for some requirements. Reporting templates for Access Providers can be accessed [here](#) (see Reporting Templates). For more information on reporting, see Appendix C.

- Number of Unique WAVs in Operation (Template)
- Number and percentage of WAV trips completed, not accepted, cancelled by passenger, cancelled due to passenger no-show, and cancelled by driver (Template)
- Completed WAV trip request response times (Template)
- Evidence of outreach (Template)
- Certification of Driver Training
- Report of WAV Driver Training Programs (Template)
- Certification of Inspection
- Number of complaints (Template)

Application Instructions and Scoring

Submit the application and supporting material to VCTC by 5:00 pm on February 10, 2023, via email to hmillier@goventura.org. The entire signed application (including the Safety Protocol Declaration Form) and all attachments must be included in the electronic copy, preferably in a single pdf file.

Applications are to be complete and final. The Application Form and Program Guidelines can be found on VCTC's website at <https://www.goventura.org/work-with-vctc/grant-opportunities/>.

VCTC staff will screen applications based on requirements in the Eligibility section and prioritize funding to providers that can provide trips within the shortest response times (time between trip request and passenger pick-up time). However, if there are no applicants who can provide such on-demand service, VCTC will accept applications from other providers, so long as those providers' services do not follow a fixed-route or schedule. Applications will be scored based on the point value given to their applications. There is opportunity for VCTC to contract with multiple access providers. In that event, application scores will be used to apportion funding.

Application materials and attachments submitted to the VCTC in response to its FY 2023 Solicitation for Proposals for the Access for All Program are not considered confidential. Application contents and attachments received by VCTC are considered public records. Applicants should not include confidential information such as client names, addresses, specific medical diagnoses, telephone numbers, and other personal information.

Appendix A: Glossary of Terms

Access for All (AFA) refers to the TNC Access for All Program, created by the California Public Utilities Commission to implement [Senate Bill \(SB\) 1376](#) or the Access for All Act (Hill: 2018). In this Call for Projects, AFA also refers to the VCTC Access for All Program.

Access Provider means an organization or entity that directly provides, or contracts with a separate organization or entity to provide, On-Demand Transportation to meet the needs of persons with disabilities, as defined in Public Utilities Code Section 5431.5(a).

Americans with Disabilities Act (ADA) prohibits discrimination against and ensures equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation (42 U.S.C. § 12101 et seq.).

California Public Utilities Commission (CPUC) is a regulatory agency that regulates privately owned public utilities in the state of California, including TNCs. The CPUC was required to establish a program relating to accessibility for persons with disabilities as part of its regulation of TNCs under the implementation of SB 1376.

Direct Cost is an expense that can be directly assigned to a grant-funded project relatively easily with a high degree of accuracy.

Fixed-Route Transportation uses buses, vans, light rail, and other vehicles to operate a transportation service on a predetermined route according to a predetermined schedule.

Fulfilled Trip means a trip is requested by a rider, the trip is accepted by a provider, and the rider reaches their requested destination.

Grantee is an organization that has been awarded funding through the Access for All Grant Program and has entered into a grant agreement with VCTC.

Indirect Cost is an expense incurred for a common or joint purpose benefitting more than one grant-funded project that cannot be readily assigned to a specific grant, contract, or other activity, without effort disproportionate to the results achieved.

Net Project Cost is calculated as the Total Project Cost less any revenue generated through the project.

Non-scalable Project is a project whose Project Scope of Work cannot be reduced because doing so (a) is not possible, (b) would create an incomplete project that contributes little to the grant program goals or provides little value to those intended to benefit from the project, and/or (c) would have scored substantially differently in the competitive process with a reduced Project Scope of Work.

Notice to Proceed is the written authorization VCTC issues to a Grantee after a Grant Agreement has been executed to allow for a project to begin. The Notice to Proceed includes the date the Grantee can incur expenses that may be eligible for reimbursement.

On-Demand Transportation means a transportation service that does not follow a fixed route or schedule and the provider can fulfill trip requests within twelve hours.

Period of Performance is the total time interval between the start of an awarded project that has received a Notice to Proceed, and the project's planned end date as specified in the Grant Agreement or, if applicable, an amendment to the Grant Agreement.

Response Time is the elapsed time between when a trip is requested and when the passenger is picked-up.

Scalable Project is a project whose Project Scope of Work can be reduced and still further the grant program goals while providing significant value to the public intended to benefit from the project. VCTC staff will consider how the project would have scored in the competitive process if the Project Scope of Work were reduced. If the project would have scored substantially the same with the scaled-down Project Scope of Work and the scaled-down project would further the grant program goals and provide significant value to the public intended to benefit from the project, then the project may be scaled.

Total Project Cost is calculated as the sum of the grant award.

Transportation Network Company (TNC) is an organization, whether a corporation, partnership, sole proprietor, or other form, operating in California that provides prearranged transportation services for compensation using an online-enabled platform to connect passengers with drivers using their personal vehicles.

Wheelchair-Accessible Vehicle (WAV) means a vehicle equipped with a ramp or lift capable of transporting non-folding motorized wheelchairs, mobility scooters, or other mobility devices, as defined in Public Utilities Code Section 5431.

Appendix B: Eligible Expenses

Table 3: Eligible WAV Expenses

Eligible WAV Expenses Adopted in D.20-03-007
Vehicle Costs
Lease/Rental/Purchase Costs
Rental Subsidies for Driver
Inspections
Maintenance, Service & Warranty
Fuel Cost
Cleaning Supplies/Services
Other (Describe)
Partnership Costs
Transportation Service Partner Fees/Incentives and/or Management Fees
Vehicle Subsidies
Consultants/Legal
Other (Describe)
Marketplace Costs
Recruiting
Driver Onboarding
Training Costs
Driver Incentives
Promo Codes for WAV
Other (Describe)
Operational Costs
Marketing Costs
Technology Investments/Engineering Costs/Enhancements
Community Partnership/Engagement Costs
Rental Management
Pilot Management
Wages, Salaries and Benefits (non-maintenance personnel)
Other (Describe)
Other (Describe)⁴⁷

⁴⁷ For example, ride fare subsidies.

Appendix C: Reporting Requirements

Quarterly Reporting as follows:

1. **Number of Unique WAVs in Operation** – by quarter and aggregated by hour of the day and day of the week. “In operation” is defined when a WAV: (a) is available to receive a trip request in that quarter/hour/day or (b) has accepted a trip request in that quarter/hour/day.
2. **Number and percentage of WAV trips completed, not accepted, cancelled by passenger, cancelled due to passenger no-show, and cancelled by driver** – by quarter and aggregated by hour of the day and day of the week.
3. **Completed WAV trip request response times** - in deciles, as well as broken out by Period A (time elapsed from when a trip is requested until the trip is accepted) and B (time elapsed from when a trip is accepted until the vehicle arrives). Response time is the elapsed time between when a trip is requested and when the passenger is picked-up (Period A plus Period B). For example, the Access Provider shall report that 10 percent of all trip requests originating in a geographic area and quarter were fulfilled in X response time minutes, 20 percent were fulfilled in X response time minutes, etc. In addition, the Access Provider shall report that the Period A time was X minutes for 10 percent of completed trips, that the Period B time was X minutes for 10 percent of completed trips, etc. Accordingly, to verify the Access Provider’s WAV response times, the Access Provider shall provide WAV trip response times in deciles, as well as Periods A and B in deciles, by quarter.
4. **Trip Completion Rate** – % completed WAV Trip Requests. Calculated by dividing total trips completed by total requested unique trips, multiplied by 100%.
5. **Evidence of outreach** - to publicize and promote available WAV services to disability communities, how the partnership promoted WAV services, and marketing or promotional materials of those activities.
6. **Certification of Driver Training** – Certification that all WAV drivers operating on its platform have completed driver training on transporting peoples with disabilities within the past three years, including sensitivity training, passenger assistance techniques, accessibility equipment use, door-to-door service, and safety procedures.
7. **Report of WAV Driver Training Programs** – List of driver training programs completed and number of WAV drivers that completed each training in that quarter.
8. **Certification of Inspection** - that all WAVs operating on its platform have been inspected and approved to conform with the ADA Accessibility Guidelines for Transportation Vehicles within the past year.
9. **Number of complaints** - received related to WAV driver or WAV services, categorized as follows: securement issues, driving training, vehicle safety and comfort, Service animal issue, stranded passenger, and others.
10. **Funds Expended** – Itemized list of eligible activities funded through this program.
11. **Contract Information** – Identify the parties to the contract, the duration, the amount spent on the contract, and how the amount was determined.
12. **Safety Protocol Declaration Form** – Certify under penalty of perjury to comply with Safety Protocols.



Ventura County Transportation Commission

Access for All (AFA) Grant Program

to expand access to Wheelchair Accessible Vehicle (WAV)
demand-responsive transportation in Ventura County

FY 2023 AFA Competitive Grant Application

Application Deadline: 5:00 pm on Monday, February 10, 2023
via email to hmillers@goventura.org

For additional information, refer to VCTC's website at
<https://www.goventura.org/work-with-vctc/grant-opportunities/>

PART I: GENERAL INFORMATION

Name of Agency or Organization:
Project Title:
Project Description (Brief):
Total Funding Request: \$

Application Information

Address: _____

City/State/Zip: _____

Contact Person (Name and Title): _____

E-mail of Contact Person: _____

Phone (Area code + Number): _____

Funding Category

- Capital Operating

Applicant Eligibility (Select only one)

- Permitted Transportation Carrier
 Non-Permitted Transportation Carrier
 TNC that Meets Requirements
 Permit No. _____ Documents Attached: Attestation Attached

 Background Checks

 Insurance

 Controlled Substance and Alcohol

 Testing Secretary of State Registration

 Motor Carrier Profile with CHP

AUTHORIZATION

I, _____, am the person duly authorized to sign this this application and associated certifications on behalf of my agency/organization. I also acknowledge that the information in this application package is a public record. To the best of my knowledge and belief, all data in this application is true and correct. My agency/organization will comply with applicable Certifications, VCTC Funding Agreement, and VCTC requirements if financial assistance is awarded.

Signature of Authorized Representative

Date

Title of Authorized Representative

Name of Agency/Organization

**PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ACCESS FOR ALL
SAFETY PROTOCOL DECLARATION FORM**

Carrier Name (Access Provider): _____ PSG # (if applicable): _____

Pursuant to [Decision 21-11-004](#) Ordering Paragraph 12, all eligible Access Providers must comply with the following Safety Protocols:

- ✓ **Background checks:** Access Providers must perform background checks that meet or exceed what is required for a TNC under the Instructions for TNC Application Form.¹
- ✓ **Insurance:** Access Providers must have levels of insurance that are equivalent or higher than what is required for charter-party carriers under [General Order 115](#).²
- ✓ **Driver training:** Access Providers must have certification that their drivers have completed WAV driver training on transporting people with disabilities within the past three years including but not limited to the following:
 - Sensitivity training
 - Passenger assistance techniques
 - Accessibility equipment use
 - Door-to-door service
 - Safety procedures
- ✓ **Controlled substance and alcohol testing:** Access Providers must be enrolled in a controlled substance and alcohol testing program.
- ✓ **Secretary of State registration:** Access Providers must have their articles of incorporation filed with the Secretary of State.
- ✓ **Motor Carrier Profile with CHP:** Access Providers must complete the [California Highway Patrol \(CHP\) 362 Motor Carrier Profile and obtain a CA Number from the CHP](#).
- ✓ **Inspection:** Access Providers must have certification that all WAVs have been inspected and approved to conform with the American with Disability Act Accessibility Specifications for Transportation Vehicles within the past year, including the “19-point” vehicle safety inspection as required in both the TCP³ and TNC⁴ permitting process.

In addition, pursuant to Decision 21-03-005 Ordering Paragraph 22, Access Providers offering wheelchair accessible vehicle services shall place the International Symbol of Accessibility on vehicles providing WAV service in the following locations: passenger side door (below door handle) and rear of vehicle (right side above bumper).

¹ [Basic Information for Transportation Network Companies and Applicants](#) at 4.

² General Orders are available online at <https://www.cpuc.ca.gov/generalorders/>.

³ General Order 157-E at 9:

<https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M322/K150/322150628.pdf>

⁴ [Basic Information for Transportation Network Companies and Applicants](#) at 9 and 10.

**PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ACCESS FOR ALL
SAFETY PROTOCOL DECLARATION FORM**

Carrier Name (Access Provider): _____ PSG # (if applicable): _____

Access Providers shall be responsible for ensuring compliance with these requirements and shall maintain records of such compliance if applicable for the duration of the program, which is scheduled to sunset on January 1, 2026. The CPUC and/or the Local Access Fund Administrator may request supporting documentation at any time.

CERTIFICATION

I (we) certify (or declare), under penalty of perjury, that I (we) have read and understand the above requirement and must have completed the safety protocols above, and that I (we) am (are) to and will comply with it. I (we) certify (or declare), under penalty of perjury, that the foregoing is true and correct.

Date: _____

Print Name of Applicant/Officer

Signature of Applicant(s)

Signature of Corporate Officer

Title of Corporate Officer

Access for All Application Questions (100 points)

Part I: General Information (25 points)

- A. Description of Applicant Agency/Organization's Operations** *(10 pts - include WAV transportation services currently managed, # WAV vehicles in operation, WAV trips completed, trip request response times, how rides are deployed, existing or proposed service areas with map/zip codes, days/hours of service, driver training, etc.)*

Part I: General Information

- B. Description of the Proposed Project** *(15 pts – what is your proposal for increasing on-demand WAV availability in Ventura County? Describe the scope, schedule, and budget for the proposed project)*

Part II: Project Implementation, Objective and Benefits (75 points)

- A. Project Readiness and Technical Capacity** *(15 pts - applicant should demonstrate an ability to begin offering on-demand WAV services within 30 days of funding agreement execution; identify key personnel/experience or third-party access providers if applicable)*

Part II: Project Implementation, Objective and Benefits

- B. Project Implementation Plan** *(20 pts - describe project goals, operational plan including day-to-day operations, dispatch, service area, fare collection, fare parity, performance tracking tools, complaint procedures, driver training, etc.)*

Part II: Project Implementation, Objective and Benefits

- C. WAV Service Improvements** *(15 pts - describe how your program will improve WAV availability and response times in Ventura County; provide an estimate of hourly number of WAVs resulting from the proposed improvement compared to current availability)*

Part II: Project Implementation, Objective and Benefits

- D. Program Outreach** *(15 pts - describe how the project was developed; provide an outline of planned outreach efforts to promote available WAV services to disability communities including any partnerships)*

Part II: Project Implementation, Objective and Benefits

- E. Expenses/Revenue** (10 pts – list estimated expenses for this program including operating costs, wages & salaries, maintenance & repair, fuel, insurance, contract services, etc.; list estimated income by source categorized by passenger revenue, other revenue, total grants and/or subsidies)



Item #8D

January 6, 2023

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: HEATHER MILLER, PROGRAM MANAGER
SUBJECT: REPROGRAMMING OF PROPOSITION 1B PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT AND SERVICE ENHANCEMENT ACCOUNT (PTMISEA) FUNDS

RECOMMENDATION:

- Adopt Resolution No. 2023-01 included in Attachment A to reprogram Prop 1B PTMISEA funds totaling \$108,606 from Southern California Regional Rail Authority's (SCRRA) Safety Enhancements project to SCRRA's Structures Rehabilitation project.
- Approve the Cooperative Agreement with SCRRA included in Attachment B for the administration of PTMISEA funds for the Structures Rehabilitation project.

BACKGROUND:

The Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) was created in 2006 by Proposition 1B for funding of transit capital projects with funds distributed to transit operators and regional agencies by formula. PTMISEA funds may be used for transit rehabilitation and safety or modernization improvements.

On February 6, 2018, the VCTC approved Prop 1B California Transit Security Grant Program (CTSGP) and PTMISEA funds totaling \$318,127 to fund safety enhancements at Metrolink's East Ventura and Moorpark layover facilities. The East Ventura project included lighting improvements at the layover facility. This project was completed in January 2020. The Moorpark project includes regrading, installing new asphalt and striping for parking at the Moorpark layover facility. Due to a procurement backlog at SCRRA, this project was delayed.

DISCUSSION:

Although the Invitation for Bid has been posted for the Moorpark layover facility project, construction is not expected to be completed before the PTMISEA funds lapse date of June 30, 2023. Therefore, SCRRA requested transferring the unexpended balance of PTMISEA funds to SCRRA's ongoing Structures Rehabilitation project. The Structures Rehabilitation project rehabilitates culverts at four locations in Ventura County. Project work includes the reconstruction of concrete headwalls, construction of catch basin parapet, replacement of pipe and headwalls, and grading and riprap. The project is eligible for funding under the PTMISEA program.

Staff therefore recommends reprogramming \$108,606 in funds previously appropriated to the Safety Enhancements project to the Structures Rehabilitation project. SCRRRA will use other sources of funding to complete the Moorpark layover facility improvements. VCTC will submit the PTMISEA Allocation Request included as Exhibit A in the attached Cooperative Agreement to Caltrans for approval.

RESOLUTION NO. 2023-01

**A RESOLUTION OF THE VENTURA COUNTY
TRANSPORTATION COMMISSION APPROVING
THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY’S STRUCTURE REHABILITATION
IN VENTURA COUNTY PROJECT FOR THE PROPOSITION 1B PUBLIC TRANSPORTATION
MODERNIZATION, IMPROVEMENT, AND SERVICE ENHANCEMENT ACCOUNT (PTMISEA)**

WHEREAS, The Ventura County Transportation Commission (“VCTC”) is the county transportation commission created for Ventura County pursuant to Public Utilities § 130000, et seq;

WHEREAS, California Government Code § 29532.4(b), and notwithstanding Government Code § 29532, the transportation planning agency (“TPA”) for Ventura County means the transportation commission created in the County of Ventura by Division 12 (commencing with § 130000) of the Public Utilities Code;

WHEREAS, California Government Code 8879.55 establishes the eligible applicants and allocation of the Proposition 1B Public Transportation program;

WHEREAS, Under California Government Code Sections 8879.55(a)(2), VCTC is identified as an eligible agency responsible to apply for funding under the Proposition 1B Public Transportation program; and,

WHEREAS, VCTC has reviewed possible transit security and safety projects through the Transit Management Advisory Committee (TRANSCOM) and developed a list of priority projects.

WHEREAS, VCTC passed Resolution No. 2012-11 on October 5, 2012 thus adopting the Proposition 1B PTMISEA project and applicant list that included Metrolink’s Safety Enhancements and authorizing the Executive Director to take any actions necessary for the purposes of obtaining financial assistance from the state of California.

WHEREAS, the Southern California Regional Railroad Authority (SCRRA) is currently in possession of PTMISEA funds for the Metrolink Safety Enhancements project and request reprogramming \$108,606 in unexpended funds to a new project, the Structures Rehabilitation project, to ensure funds are spent before a lapse date of June 30, 2023.

NOW, THEREFORE, the Ventura County Transportation Commission does hereby resolve as follows:

Section 1. VCTC revises the Proposition 1B PTMISEA project list to include Metrolink’s Structures Rehabilitation project.

Section 2. VCTC approves reprogramming PTMISEA funds previously appropriated for the Metrolink Safety Enhancements project in the amount of \$108,606 to Metrolink’s Structures Rehabilitation project.

Section 3. VCTC will comply with all conditions and requirements set forth in the certification and assurances document and applicable statutes, regulations, and guidelines for all PTMISEA funded transit projects.

PASSED AND ADOPTED by the VCTC at its regular meeting this 6th day of January 2023.

Tony Trembley, Chair

ATTEST:

Roxanna Ibarra, Clerk

APPROVED AS TO FORM:

Steve Mattas, General Counsel

5253456.1

COOPERATIVE AGREEMENT
BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

THIS COOPERATIVE AGREEMENT (Agreement) is entered into between Ventura County Transportation Commission (VCTC) and the Southern California Regional Rail Authority (SCRRA) regarding the administration of funds from the Proposition 18 Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA).

WHEREAS, California voters in November, 2006, approved the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Proposition 18), which authorizes state general obligation bonds for transportation infrastructure, including grants for transit system safety, security, and disaster response projects; and,

WHEREAS Senate Bill 88 of the 2007 Statutes appropriates funds from Proposition 18 to the PTMISEA program, administered by the Department of Transportation (Caltrans); and,

WHEREAS, at its January 6, 2023 meeting, the VCTC reprogrammed \$108,606 in PTMISEA funds to the SCRRA Structures Rehabilitation Project (Project) as fully described in the PTMISEA grant submittal which is attached as Exhibit A to this Cooperative Agreement; and,

WHEREAS, it is the intention of VCTC to enter into this Agreement with the SCRRA regarding the administration of PTMISEA funds contingent upon Caltrans approval and the VCTC adoption of Resolution No. 2023-01.

NOW THEREFORE THE PARTIES DO AGREE AS FOLLOWS:

I. FUNDING/PROGRAM MANAGEMENT

1. Assignments of Participants: VCTC hereby agrees to engage SCRRA and SCRRA hereby agrees to carry out the work hereinafter described in connection with the administration of PTMISEA funds. SCRRA will be responsible for assuring that SCRRA meets all grant requirements placed on PTMISEA fund recipients.
2. Scope of Services:
 - a. Grant Administration: VCTC shall be responsible to reserve, apply for and receive PTMISEA funds and to be responsible for assuring that VCTC and SCRRA meet all requirements placed on PTMISEA fund recipients.
 - b. Project Implementation: SCRRA shall implement the Project, as described in the attached grant submittal (Exhibit A) to the extent that grant funds from VCTC are available pursuant to this Agreement.

3. Duration-of Agreement and Authorization to Proceed: The term of this Agreement shall commence upon VCTC notification to SCRRA of Caltrans approval, and continue until the earlier of the following events:
(1) all work on the Project is completed and accepted, all contracts to construct the Project are closed, and VCTC has approved and paid the final invoice, or (2) the Agreement is terminated by either party after thirty (30) days written notice.
4. Amendments to the Agreement: The provisions of this Agreement may be amended upon written acceptance and ratification of any such amendment by both VCTC and SCRRA.
5. Method of Payment: VCTC, as the grant applicant approves the reprogramming of \$108,606 in PTMISEA funds in the receipt of SCRRA to the Structures Rehabilitation project. Any unexpended funds are to be held in a separate interest-bearing account. Any interest that is accrued must be accounted for and used for the Project. Any Project funds received in excess of the final Project cost, or those found to be owed back to VCTC as a result of a final review or audit, must be refunded to VCTC within twenty (20) days of VCTC invoicing SCRRA.
6. Costs: Under no circumstances will VCTC be responsible for funding the Project in excess of the grant funds and the interest earned thereon.

II. CALTRANS REQUIREMENTS

SCRRA shall note the following provisions apply to PTMISEA grants and must take all necessary action to ensure its compliance as though it was the grantee directly.

1. Reports: Semi-annual performance reports must be prepared and submitted to VCTC no later than January 31st and July 31st, for the duration of the project performance period, or until all activities are completed and the Projects are formally closed. VCTC will then forward the reports to Caltrans in time for the Caltrans deadline. The semi-annual reporting cycle will start with the June 30 reporting cycle and must be submitted on or before July 31, 2014. Failure to submit performance reports could result in the reduction of Project funds, termination, or suspension.

Within five (5) months of the Project becoming operable, SCRRA shall provide to VCTC a Final Project Report and a Final Project Itemized Expenditure Table. SCRRA must also provide evidence of project completion in the form of photographs of the completed project or a copy of final invoicing.

Within (11) months of the Project becoming operable, SCRRA shall provide to VCTC a report regarding the long-term benefits of the Projects.
2. Department of Industrial Relations (DIR) Monitoring: Per Assembly Bill 436 (Chapter 378, Statutes of 2011), SCRRA has received approval from the DIR to operate a Labor Compliance Program (LCP). In accordance with Assembly Bill 436, SCRRA will utilize its LCP for monitoring and enforcing labor compliance/prevaling wage requirements in lieu of the DIR's monitoring and enforcement. SCRRA will also be exempt from the requirement to submit payment to the DIR for labor compliance monitoring and enforcement. Monitoring activities are eligible PTMISEA expenses. SCRRA is required to:
 - a. Include language in the bid invitation and public works contract that the project is subject to monitoring and enforcement by SCRRA's LCP, including the obligation to submit certified payroll records to SCRRA at least monthly;

- b. Notify both the Division of Apprenticeship Standards and the Division of Labor Standards Enforcement (DLSE) of the project award per the online PWC 100 form available on the DIR website;
 - c. Post, at each job site, the notice required by 8 CCR §16451(d);
 - d. Investigate any suspected violations, which may include random on-site inspections and contractor and worker interviews; and
 - e. Withhold contract payments due to the contractor's failure to submit proper certified payroll records or for other prevailing wage violations in accordance with the California Labor Code.
3. Other Provisions: SCRRA is subject to all policies and provisions as set forth by Caltrans with regard to the PTMISEA and all applicable laws regarding public works projects, including but not limited to, contract bid procedures and the payment of prevailing wages. Some or all of these regulations may be available from Caltrans at http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/Prop%201B/PTMISEA-Guidelines_2013.pdf
4. Grant Performance Period: Funds allocated under this grant shall be expended by June 30, 2023. Funds remaining unexpended thereafter shall revert to Caltrans.

III. OTHER PROVISIONS

1. Indemnification: SCRRA shall protect, defend, indemnify, and hold harmless VCTC, its officers, agents, servants, and employees, from any and all liability arising out of, caused by or resulting from, any act or omission of SCRRA or its officers, agents, or employees in its performance pursuant to this Agreement.

VCTC shall protect, defend, indemnify, and hold harmless SCRRA, its officers, agents, and employees, from any and all liability arising out of, caused by or resulting from, any act or omission of VCTC or its officers, agents, or employees in its performance pursuant to this Agreement.

The obligations of SCRRA and VCTC in these indemnity provisions survive the expiration or earlier termination of this agreement.

2. Insurance: With respect to performance of work under this Cooperative Agreement and any Project Agreement entered into by SCRRA as an element of Project Implementation, SCRRA shall maintain and shall ensure that its contractors maintain insurance as described below:

Workers Compensation Insurance - SCRRA's contractors shall maintain, during the life of the Project, Workers' Compensation Insurance for any contractor or subcontractor employees employed at the sites of the Project. In case any class of employees engaged in work under this Agreement at the site of the Project is not protected under any Workers' Compensation law, SCRRA shall provide or shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. SCRRA hereby agrees to indemnify VCTC for any damage resulting to it from failure of any SCRRA contractor or subcontractor to take out or maintain such insurance.

Public Liability and Property Damage Insurance - SCRRA is self-insured and/or has excess insurance as allowed by law at least up to the limits provided herein. SCRRA and any SCRRA contractor contracting with SCRRA as an element of Project Implementation, if any, shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall insure and name as an additional insured VCTC, its elective and appointive boards, commissions, officers,

agents, and employees, and any VCTC contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from SCRRA's or any contractors or subcontractors' operations hereunder, or by anyone directly or indirectly employed by any contractor or subcontractor and the amounts of such insurance shall be as follows:

(1) Public Liability Insurance. In an amount not less than \$2,000,000 for injuries, including, but not limited to death, to any one person and, subject to the same limit for each person, in an amount not less than \$4,000,000 on account of any one occurrence:

(2) Property Damage Insurance. In an amount of not less than \$1,000,000 for damage to the property of each person on account of any one occurrence.

Deductibles and Self-Insured Retentions - SCRRA shall disclose to and obtain the approval of VCTC for any self-insured retention and/or deductible of all insurance policies required by this Agreement before beginning any of the services or work called for by any term of this Agreement. Further, if any insurance policy required by this Agreement 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.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

Darren Kettle, Chief Executive Officer

APPROVED AS TO FORM:

Don O. Del Rio, General Counsel

VENTURA COUNTY TRANSPORTATION COMMISSION

Tony Trembley, Chair

APPROVED AS TO FORM:

Steve Mattas, General Counsel

**Public Transportation Modernization, Improvement and
Service Enhancement Program (PTMISEA)
PROJECT DESCRIPTION AND ALLOCATION REQUEST**

		Regional Entity: VCTC
Project Lead*: Ventura County Transportation Commission		County: Ventura
Project Title: Structure Rehabilitation in Ventura County		

I certify the scope, cost, schedule, and benefits as identified in the attached Project Description and Allocation Request (Request) and attachments are true and accurate and demonstrate a fully funded operable project. I understand the Request is subject to any additional restrictions, limitations or conditions that may be enacted by the State Legislature, including the State's budgetary process, which may effect the amount of bond proceeds received by the project sponsor now and in the future. Project sponsors may need to consider alternative funding sources if bond proceeds are not available. In the event the project cannot be completed as originally scoped, scheduled and estimated, or the project is terminated prior to completion, project sponsor shall, at its own expense, ensure that the project is in a safe and operable condition for the public. I understand this project will be monitored by the California Department of Transportation -- Division of Mass Transportation.

Name: Martin Erickson

Signature:

Title: Executive Director

Agency: Ventura County Transportation Commission

Date:

*If this project includes funding from more than one project sponsor, the project sponsor above becomes the "recipient agency" and the additional contributing project sponsor(s) must also sign and state the amount and type of PTMISEA funds (GC Section 8879.55(a)(2) and/or Section 8879.55(a)(3)) contribution. Sign below or **attach a separate officially signed letter providing that information.**

Name:

Signature:

Title:

Agency:

Date: _____ **Amount:** _____

PTMISEA PROJECT DESCRIPTION AND ALLOCATION REQUEST

	9/10	10/11	14/15	RESIDUAL
Request Amount per GC 8879.55(a)(2)/PUC 99313:	\$0	\$0		\$108,606
Request Amount per GC 8879.55(a)(3)/PUC 99314:	\$0	\$0	\$0	\$0
Total Project Allocation Request:	\$0	\$0	\$0	\$108,606
Project Title:	Structure Rehabilitation in Ventura County			
Project Location/Address:	_____			

Table 1: Project Lead/Recipient Agency Information

Project Lead/ Recipient Agency: <u>Ventura County Transportation Commiss</u> Contact: <u>Peter DeHaan</u> Contact Phone #: _____ Email Address: <u>pdehaan@goventura.org</u> Address: <u>601 Carmen Drive, Camarillo,</u> <u>CA 93010</u>	Legislative District Numbers Assembly: <u>38</u> Senate: <u>27</u> Congressional: <u>23</u> Amount: _____ Fund Type: _____ \$ <u>108,606</u> _____ 99313 \$ _____
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Table 2: Contributing PTMISEA-Eligible Project Sponsor Information

PTMISEA Contributors: _____ Contact: _____ Contact Phone #: _____ Email Address: _____ Address: _____ _____ _____	Amount : \$ _____ \$ _____ _____ _____ \$0	Fund Type: _____ _____ _____ _____ _____
Other PTMISEA Contributors (Attach sheet with contact info) _____ _____ _____ TOTAL	Amount: \$ _____ \$ _____ \$ _____ \$0	Fund Type: _____ _____ _____ _____

(*Contributing project sponsors attach signed letters of verification as to amount and eligibility or sign cover page)

Table 3: Project Category

Check **only 1** box that best fits the description of the project being funded.

<input checked="" type="checkbox"/> Rehabilitation, Safety or Modernization Improvement	<input type="checkbox"/> Bus Rapid Transit
<input type="checkbox"/> Capital Service Enhancement or Expansion	<input type="checkbox"/> Rolling Stock Procurement:
<input type="checkbox"/> New Capital Project	___ Expansion
	___ Rehabilitation
	___ Replacement

Table 4: Project Summary

a) Describe the project (or minimum operable segment) for which you are applying for funds. Attach additional sheets if necessary. If the application is for the purchase of vehicles or rolling stock, please include information on number of vehicles, size, passenger count, accessibility, and fuel type:

Write here: Structures Rehabilitation in Ventura County high priority projects identified by Metrolink Rehabilitation Plan (MRP) including but not limited to culverts replacement.

b) Useful Life of the Project: _____ years

Table 5: Description of Major Benefits/Outcomes

a) Please check appropriate Benefit/Outcome:

_____ Increase Ridership	by _____ %
<u>X</u> Reduce Operating/Maintenance Cost	by _____ %
_____ Reduce Emissions	by _____ %
_____ Increase System Reliability	by _____ %

b) Please summarize and describe any other benefits:

Table 6: Project Schedule

	Date
Begin Project Approval & Environmental Document Phase	
CEQA/ Environmental Compliance	
End Project Approval & Environmental Document Phase	
Begin Plans, Specifications & Estimates Phase	
End Plans, Specifications & Estimates Phase	
Begin Right of Way Phase	
End Right of Way Phase	
Begin Construction Phase (Contract Award)	11/21/2022
End Construction Phase (Contract Acceptance)	Projected 12/22
Begin Vehicle/Equipment Order (Contract Award)	
End Vehicle/Equipment Order (Contract Acceptance)	
Begin Closeout Phase	Projected 01/23
End Closeout Phase	Projected 03/23

Table 7: Tax Compliance Information

Is it reasonably anticipated that any money will be derived at any point in the future as a result of the project that will be paid to the State?

<input type="checkbox"/>	YES
<input checked="" type="checkbox"/>	NO

If yes, please describe the source of the money and provide an estimate of the amount: Estimate: \$ _____



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January 6, 2023

Item #8E

MEMO TO: SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

FROM: AMANDA FAGAN, DIRECTOR OF PLANNING & SUSTAINABILITY

SUBJECT: FREEWAY SERVICE PATROL MEMORANDUM OF AGREEMENT WITH CALIFORNIA HIGHWAY PATROL AND CALTRANS

RECOMMENDATION:

- Approve a Memorandum of Understanding with the California Highway Patrol and the California Department of Transportation (Caltrans) regarding the Ventura County Freeway Service Patrol program.
- Authorize the Executive Director to execute the Memorandum of Understanding contingent upon acceptance of any final edits from Caltrans.

BACKGROUND:

Freeway Service Patrol (FSP) provides roving tow trucks on portions of the highway system during peak traffic periods for rapid clearing of disabled vehicles and motorist assistance. FSP is implemented through a partnership between the Ventura County Service Authority for Freeway Emergencies (SAFE), the California Highway Patrol (CHP), and Caltrans. The goals of the program are to provide congestion relief, reduce the incidence of secondary collisions, mitigate delay related vehicle emissions and assist motorists stranded in dangerous situations on busy highways. FSP assistance is free to motorists at the point of service and is funded through a \$1 annual vehicle registration fee and Caltrans funding allocations.

In September 2020, the Ventura County SAFE board awarded contracts for FSP Beats 101-1, 101-2 and 118 to Platinum Tow & Transport. Platinum Tow & Transport ordered nine (9) 2020 International CCV wrecker tow trucks with FSP bed configuration and extended four door crew cab. In March 2021, Platinum Tow & Transport began operations for Beat 101-1 on US101 from the Los Angeles County Line to Camarillo Springs Rd. In the summer of 2021, Beat 101-2 on US101 from Camarillo Springs to Rice Ave and Beat 118 on SR118 from the Los Angeles County Line to the SR23 junction were launched.

Since launching, two (2) Ventura County FSP tow trucks have been patrolling per Beat Monday through Friday from 6am to 9am and 3pm to 7pm, providing disabled motorists with services such as changing flat tires, jump starting dead batteries, refilling radiators, and providing a gallon of gas. If FSP cannot restart a vehicle within 15 minutes, the disabled vehicle is towed to a safe location off the highway. In March 2022, VCTC commemorated the one-year anniversary of the program and recognized the FSP Driver of the Year for 2021.

DISCUSSION:

One of the FSP program requirements is to develop and execute a Memorandum of Understanding between the partner agencies to define roles and responsibilities within the program. California Highway Patrol developed the MOU with input from VCTC staff and Caltrans, based on examples from other SAFEs.

The MOU is still under review by Caltrans Headquarters, but significant changes are not anticipated given that the MOU is modeled on an approved MOU from another county. As such, Staff recommends approving the MOU and authorizing the Executive Director to execute the MOU provided Caltrans comments do not result in material or substantial changes to the document approved by the Commission. VCTC Counsel has reviewed and concurred with the MOU.



Item # 8F

January 6, 2023

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: AMANDA FAGAN, DIRECTOR OF PLANNING & SUSTAINABILITY
SUBJECT: INCIDENT RESPONDER GRANT PROGRAM MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA HIGHWAY PATROL

RECOMMENDATION:

- Approve a Memorandum of Understanding (MOU) with the California Highway Patrol (CHP) regarding an Incident Responder Grant Program Round 2 award.
- Authorize the Executive Director to execute the MOU contingent upon acceptance of any edits from CHP.

BACKGROUND AND DISCUSSION:

The Ventura County Transportation Commission, acting in its capacity as the Service Authority for Freeway Emergencies (SAFE), manages the Motorist Aid Services Program, which is financed by a \$1 vehicle registration fee on all vehicles registered in Ventura County. Motorist Aid includes emergency roadside call boxes, Freeway Service Patrol, a network of speed detection sensors, and the Incident Responder Grant Program.

In November 2018, the Commission approved the development of new programs funded through the SAFE to provide expanded services to Ventura County motorists and established a policy to maintain a \$1.5 million reserve fund balance. In June 2019, the Commission established the Incident Responder Grant Program (IRGP) to provide financial assistance to agencies that respond to highway incidents. The goals of the IRGP include providing first responders with the tools they need to save lives on the Ventura County freeway and highway system, reducing congestion, and preventing secondary accidents.

Entities responding to freeway and highway incidents play a significant role in aiding the motorists involved as well as those simply caught in the resultant congestion until the incident is cleared. These entities use a wide variety of tools to assist motorists, from life saving devices to photographic equipment for incident analysis. These tools heighten the efficiency of incident responders allowing them to save lives and reduce congestion. To accommodate the purchase of the widest possible array of tools and/or equipment by agencies both large and small, the Commission established a wide range of grants available from \$5,000 to \$500,000. With Program approval in June 2019, the Commission also approved grant participant eligibility criteria, eligible expenditures, grant amount and frequency, expenditure life cycle, ownership requirements, and application process and scoring.

In July 2021, the Ventura County SAFE approved program guidelines and initiation of the application process for Round 2 of the Incident Responder Grant Program to provide up to \$1,000,000 to agencies that respond to highway incidents within Ventura County. Then in November 2021, the Commission approved six Round 2 IRGP grant awards totaling \$1,000,000. The VC SAFE approval allowed for incremental purchases of assets and equipment and gives award recipients flexibility to determine specific items to be purchased provided that the items were included in the original application.

In November 2021, the VC SAFE approved an award of \$259,000 to CHP. The award to CHP includes a major incident response trailer for use by CHP in Ventura County for use during natural disasters to keep traffic flowing and direct response during evacuations for which the highway network is vital, LIDAR speed detection devices, investigation systems, message boards, and scene safety lights.

The IRGP Program Criteria provides for an up-front lump sum payment of the total grant award to a recipient. However, the State of California's Department of Finance (DOF) has a fixed budget in place and has no process in place to accept the grant funds in advance of a purchase. In June 2022, the VC SAFE Board approved a variance to the program guidelines to allow for reimbursement of CHP expenses in lieu of an up-front lump sum payment (Attachment B). To execute the award and proceed with purchases, the proposed MOU seeks to formalize and outline each parties' responsibilities and obligations as it pertains to the IRGP grant from VCTC to CHP.

RECOMMENDATION:

The MOU is still under review by CHP, but significant changes are not anticipated. As such, Staff recommends approving the MOU and authorizing the Executive Director to execute the MOU provided CHP comments do not result in material or substantial changes to the document approved by the Commission. VCTC Counsel has reviewed and concurred with the MOU.

**CALIFORNIA HIGHWAY PATROL (CHP)
AND
VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC)**

**MEMORANDUM OF UNDERSTANDING
REGARDING INCIDENT RESPONDER GRANT PROGRAM AWARD
TO CALIFORNIA HIGHWAY PATROL (CHP)**

This Memorandum of Understanding is entered into this ____ day of _____ 2023 (“Effective Date”) by and between the State of California, as represented by and through the California Highway Patrol (hereinafter CHP) and the Ventura County Transportation Commission (hereinafter VCTC or Ventura County SAFE).

RECITALS

This Memorandum of Understanding (MOU) pertains to the award of an Incident Responder Grant Program grant by VCTC, acting in its role as the Ventura County Service Authority for Freeway Emergencies (SAFE) Board, to the CHP.

Section 2401 of the California Vehicle Code (CVC) states that the Commissioner of the California Highway Patrol shall make adequate provisions for patrol of the highway at all times of the day and night. This section is interpreted to mean the Commissioner is given broad discretion in determining the means of providing adequate patrol.

The California Legislature established Service Authorities for Freeway Emergencies to encourage the development of a motorist aid system comprised of multiple service elements and infrastructure along the California Freeways and Expressway System to enable motorists in need of assistance to obtain aid. VCTC, acting in its capacity as the Ventura County Service Authority for Freeway Emergencies (SAFE), manages the Motorist Aid Services Program, which is financed by a \$1 annual vehicle registration fee on all vehicles registered in Ventura County. In Ventura County, Motorist Aid services include emergency roadside call boxes, Freeway Service Patrol, a network of speed detection sensors, and an Incident Responder Grant Program.

In June 2019, VCTC established the Incident Responder Grant Program (IRGP) to provide financial assistance to agencies that respond to highway incidents. The goals of the IRGP include providing first responders with the tools they need to save lives on the Ventura County freeway and highway system, reducing congestion, and preventing secondary accidents. Entities responding to freeway and highway incidents play a significant role in aiding motorists involved in roadway incidents and those simply caught in the resultant congestion until the incident is cleared. Entities responding to freeway and highway incidents use a variety of tools to assist motorists, from life saving devices to photographic equipment for incident analysis. These tools heighten the efficiency of incident responders to save lives and reduce congestion.

Eligible IRGP applicants consist of government agencies, either singularly or in collaboration, that provide roadway incident response on the segments of Ventura County’s roadway network that meet the following criteria: “...money’s received by [the Service Authority] pursuant to subdivision (b) of Section 9250.10 of the Vehicle Code shall be used for the implementation, maintenance, and operation of a motorist aid system on the portions of the California Freeway and Expressway System, and the unincorporated county roads, and on state highway routes that connect segments of these systems, which are located within the county in which the authority is established.”

To accommodate the purchase of the widest possible array of tools and/or equipment by agencies both large and small, the Commission established a wide range of grants available from \$5,000 to \$500,000. With Program approval in June 2019, the Commission also approved grant participant eligibility criteria, eligible expenditures, grant amount and frequency, expenditure life cycle, ownership requirements, and application process and scoring.

In July 2021, the Ventura County SAFE approved program guidelines (Attachment A) and initiation of the application process for Round 2 of the IRGP to provide up to \$1,000,000 to agencies that respond to highway incidents within Ventura County. Then in November 2021, the Commission approved six Round 2 IRGP grant awards totaling \$1,000,000. The VC SAFE approval allowed for incremental purchases of assets and equipment and gives award recipients flexibility to determine specific items to be purchased provided that the items were included in the original application.

The VC SAFE approved an award of \$259,000 to CHP. The award to CHP includes a major incident response trailer for use by CHP in Ventura County for use during natural disasters to keep traffic flowing and direct response during evacuations for which the highway network is vital, LIDAR speed detection devices, investigation systems, message boards, and scene safety lights.

The IRGP Program Criteria provide for an up-front lump sum payment of the total grant award to a recipient. However, the State of California's Department of Finance (DOF) has a fixed budget in place and has no process in place to accept the grant funds in advance of a purchase. In June 2022, the VC SAFE Board approved a variance to the program guidelines to allow for reimbursement of CHP expenses in lieu of an up-front lump sum payment (Attachment B).

In light of the foregoing, VCTC and CHP desire to enter into this MOU to outline each parties' responsibilities and obligations as it pertains to the IRGP grant from VCTC to CHP and hereby agree as follows:

I. CHP RESPONSIBILITIES:

In accordance with adopted IRGP criteria, and necessary exemptions approved by the Ventura County SAFE Board on June 3, 2022, California Highway Patrol agrees to the following:

- a. CHP shall abide by all Program Guidelines (Attachment A) applicable to recipients.
- b. CHP shall purchase authorized items and invoice VCTC to request reimbursement within two (2) years of the Effective Date of this Agreement. CHP may seek a one (1) year extension upon submission of a written request showing the necessity of the extension and upon approval by Ventura County SAFE.
- c. CHP will not transfer or assign grant funds to another government agency or sub-recipient or to another project without prior approval by Ventura County SAFE.
- d. Each December, CHP shall provide an accounting of grant funds for the previous fiscal year to Ventura County SAFE that describes the status of grant funds and when grant closeout is anticipated.
- e. If assets purchased through this grant program are damaged within their reasonable lifespan and CHP receives reimbursement funds through property insurance or other mechanisms, the reimbursed funds may be:
 1. Used to purchase replacement assets with CHP responsible for any balance above the reimbursement;

- 2. If the amount of reimbursement funds are \$5,000.00 or greater, the reimbursement funds shall be returned to Ventura County SAFE;
- 3. If the reimbursement funds are less than \$5,000.00, they may be retained by the CHP and the funds applied to ongoing efforts in roadway incident responses.
- f. When all or needed grant funds have been expended or at the end of three (3) years, CHP shall submit a grant close out report to Ventura County SAFE. The close-out report shall include copies of receipts and point of delivery for capital purchases.
- g. The assets purchased with Incident Responder Program Grant funds shall be integrated with existing CHP incident and traffic management operations to maximize public benefit.
- h. CHP shall submit additional documentation supporting CHP's request for reimbursement upon Ventura County Safe's written request.

III. VCTC RESPONSIBILITIES:

- a. Within 30 days of receipt of an acceptable Request for Reimbursement, VCTC shall reimburse CHP for expenses detailed in the Incident Responder Grant Program Award dated November 9, 2021, and CHP Grant Application dated September 21, 2021, up to a maximum amount of \$259,000.

VI. EXECUTION IN COUNTERPARTS:

This MOU may be executed in one or more counterparts, and when all the parties have signed such counterparts, it shall constitute a duplicate original.

By: _____

Date: _____

Chief L. M. Maples
Coastal Division Commander
California Highway Patrol

By: _____

Date: _____

Martin R. Erickson
Executive Director
Ventura County Transportation Commission

APPROVED AS TO FORM:

By: _____ Date: _____
Steve Mattas, General Counsel, Ventura County Transportation Commission

5249192.1



Item #8G

January 6, 2023

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: CLAIRE GRASY, DIRECTOR OF PUBLIC TRANSIT
SUBJECT: VALLEY EXPRESS TRANSIT OPERATIONS CONTRACT

RECOMMENDATION:

- Approve the VCTC Request for Proposals (RFP) Evaluation Panel's recommendation, in response to the RFP for Fixed Route, Dial-a-ride and ADA Paratransit Services in the Heritage Valley, to award a contract to MV Transportation, Inc, as approved by the Heritage Valley Policy Advisory Committee (HVPAC);
- Recommend that the Commission authorize the Executive Director to negotiate all remaining terms of the contract for transit services in a form and substance approved by VCTC legal counsel;
- Recommend that the Commission execute the four-year and four-month contract with MV Transportation, Inc. in an amount not to exceed \$11,500,000;

BACKGROUND:

The current operations contract for the Valley Express service expires March 1, 2023. In July 2022, VCTC released the RFP for a contract beginning March 2, 2023. The RFP sought the most qualified proposal that provided the best value to the agencies. The deadline to submit proposals was September 15, 2022. VCTC received responsive proposals from five (5) transportation companies.

- 1) Fillmore Area Transit Corp. (FATCO)
- 2) First Transit
- 3) MV Transportation, Inc. (MV)
- 4) RATP Dev
- 5) Ventura Transit System

EVALUATION PROCESS:

An Evaluation Panel, comprised of representatives from the HVPAC member agencies, as well as current and former managers of neighboring agencies (all of whom have experience with transit contracting), reviewed the proposals submitted in response to the solicitation.

Pursuant to the RFP, the proposals were evaluated based on the following criteria:

1. Qualification of the Proposer; based on the proposer’s history of successfully operating similar services to those described in the RFP, including VCTC service **(15 points available)**.
2. Qualification and experience of the proposed team **(15 points available)**
3. Operating methodology; that is, the proposer’s effective use of personnel and resources to ensure quality service delivery, including the proposed fleet and facility plan, the implementation plan and timeline, comprehensive staffing plan, and the performance plan **(30 points available)**
4. Cost effectiveness of the proposal, that is, the proposed cost in relation to the quality and level of service to be provided **(40 points available)**

And

5. **Ten (10) bonus** points will be awarded if proposers declare as part of their written proposal that they will retain the employees of the prior contractor for a period of not less than ninety (90) days, pursuant to CA Labor Code Section 1072, Chapter 4.6, subdivision (a)

As part of the proposal selection process, Oral Interviews were scheduled with all five responsive proposers. Following the Oral Interviews, the six-member Evaluation Panel completed scoring of the proposals. The top three scoring firms were invited to present their best and final offers.

Scoring Summary

The following table represents the breakdown of how each of the proposers scored in relation to the scoring criteria.

Factor	MV	First	RATP	FATCO	VTS
Bonus points - employee retention	10	9.83	9.33	9.5	9.17
Qualifications of firm	13.33	13	10.33	6.83	7
Qualifications and experience of project team	12	11.67	10.17	8.33	7.33
Operating Methodology	22.67	24.83	20.67	16.83	14.33
Cost/cost effectiveness	40	34	35	38	36
Total	98	93.33	85.5	79.5	73.83

Pricing Summary

The following table represents the cost proposals submitted for the base proposed level of service, as well as, the three service level expansion options, for the full term (costs do not account for CPI):

Service Package	Annual Hours	MV	First	RATP	FATCO	VTS
Base	18,175	\$ 8,705,273	\$ 12,161,878	\$ 12,573,759	\$ 9,293,208	\$ 11,003,740
Expansion	27,175	\$ 10,459,247	\$ 14,802,145	\$ 14,228,333	\$13,974,150	\$ 15,336,036

MV provided alternative pricing that approximately half fixed monthly fee and half hourly fee and revised pricing accounting for the fleet to be replaced within 24 months of service start date. The total for the base package for these costs is \$8,574,890 and \$10,374,317 for the expansion package. After accounting for CPI increases, the total not to exceed requested for the term of the contract is \$11.5 million dollars. This will allow for Valley Express service expansion, particularly for the Fillmore to Moorpark service.

Pursuant to the Cooperative Agreement, this item was taken to the HVPAC and they approved recommending award to the Commission.



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Item #8H

January 6, 2023

TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: STEVE MATTAS, GENERAL COUNSEL

SUBJECT: MOTION TO RE-AUTHORIZE REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE VENTURA COUNTY TRANSPORTATION COMMISSION, INCLUDING ALL ASSOCIATED AGENCIES, AUTHORITIES, AND COMMITTEES, DUE TO THE IMMINENT RISKS TO THE HEALTH AND SAFETY OF ATTENDEES AND MAKING RELATED FINDINGS PURSUANT TO AB 361

RECOMMENDATION:

It is recommended that the Ventura County Transportation Commission (“Commission”), on behalf of itself and in the role as the Local Transportation Authority, ALUC, Service Authority for Freeway Emergencies, Consolidated Transportation Service Agency and CMA, make a motion, pursuant to the authority set forth in AB 361 (Government Code Section 54953[e][1]), to re-authorize remote teleconference meetings of all legislative bodies of the Commission, including all associated agencies, authorities, and committees, due to imminent risks to the health and safety of attendees if the meetings are held in person.

BACKGROUND:

On September 24, 2021 the Commission approved a motion to continue conducting Commission meetings, and all associated agency, authority, and committee meetings, remotely due to imminent risks to the health or safety of attendees if the meetings are held in person. The Commission made findings that the requisite conditions exist for the legislative bodies of the Commission to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953.

Pursuant to Government Code Section 54953(e)(3), in order for all legislative bodies to continue meeting remotely, the Board must declare every 30 days that:

1. The legislative body has reconsidered the circumstances of the state of emergency; and
2. Either the state of emergency continues to directly impact the ability of the members to meet safely in person, or State or local officials continue to impose or recommend measures to promote social distancing.

Emergency conditions persist in Ventura County and throughout the state. The Governor's State of Emergency, declared on March 4, 2020, is ongoing. The local proclamation of emergency, made by the Ventura County Board of Supervisors on March 17, 2020, ratifying the Ventura County Health Officer's declaration of a local health emergency due to COVID-19, continues to exist until its termination is proclaimed by the Ventura County Board of Supervisors.

Due to the continued threat of COVID-19, the Commission continues to implement multiple layers of protection against COVID-19, including physical distancing, for the safety of employees and members of the public. The ongoing state of emergency related to COVID-19, as declared by the Governor and the Ventura County Board of Supervisors, continues to directly impact the ability of members of the legislative bodies of the Commission to meet safely in person, due to imminent risks to the health and safety of attendees if the meetings are held in person.

RECOMMENDATION

It is recommended that the Commission, on behalf of itself and in the role as the Local Transportation Authority, ALUC, Service Authority for Freeway Emergencies, Consolidated Transportation Service Agency and CMA, make a motion, pursuant to the authority set forth in AB 361 (Government Code Section 54953[e][1]), to re-authorize remote teleconference meetings of all legislative bodies of the Commission, including all associated agencies, authorities, and committees, due to imminent risks to the health and safety of attendees if the meetings are held in person.



Item #81

January 6, 2023

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: AUBREY SMITH, REGIONAL PLANNING MANAGER
DOLORES LOPEZ, TRANSIT PLANNER**

SUBJECT: BUS AND RAIL RIDERSHIP AND PERFORMANCE MEASURES REPORT

RECOMMENDATION:

- Receive and File

BACKGROUND:

As a data driven and transparent organization, VCTC staff provides quarterly reports that include ridership data, performance measures, and goals for VCTC Intercity Transit as well as Metrolink and Pacific Surfliner. This report looks at the first quarter of Fiscal Year (FY) 2023 July 1, 2022 – September 30, 2022.

DISCUSSION:

VCTC's Intercity quarterly ridership has increased by 23.2% over FY22 Q1. Current ridership is at 59% of pre-pandemic levels. Ridership seems to be slowly progressing in an upward trajectory. Regarding rider composition, mobility devices have seen a decrease, bicycles are slightly higher than last year but about 2% lower than FY21 and a further decline in train transfers were observed. Customer service goals are being met as complaints remain under .01%.

This reporting period covers the first quarter. The new Youth Ride Free program was introduced on September 1st of the current quarter and may have contributed to a slight increase ridership. VCTC Intercity returned to collecting full fares on July 1, 2022, after collecting half fares for the last year and initially suspending fares in March 2020 to reduce 'high frequency touchpoints.' The cost per passenger has decreased by 11% over FY22 Q1.

The Metrolink Ventura County Line began Saturday Service in August 2021 with an average boarding of 45 riders in the first quarter of service. The Metrolink Ventura County rail line ridership increased by 62%

when compared to FY22 with station boardings in Ventura County increasing by 61%. However, overall Metrolink ridership is at 30% of pre-pandemic ridership with gradual improvement. The Pacific Surfliner service, which travels from San Diego to San Luis Obispo is at 74% of pre-pandemic levels and is seeing a strong return of recreational trips.

VCTC INTERCITY

Quarterly Ridership Report | FY 2023 Q1

July - September 2022

93,789

Boardings



July - September 2021

76,153

23.2%

HIGHLIGHTS

Ridership increased by 23.2% when compared to the same period a year ago. East County (70-73) has the highest increases from the previous fiscal year when comparing the same period. Both East County (70-73) and Channel Islands (90-99) routes had over 35% ridership increases over the previous quarter.

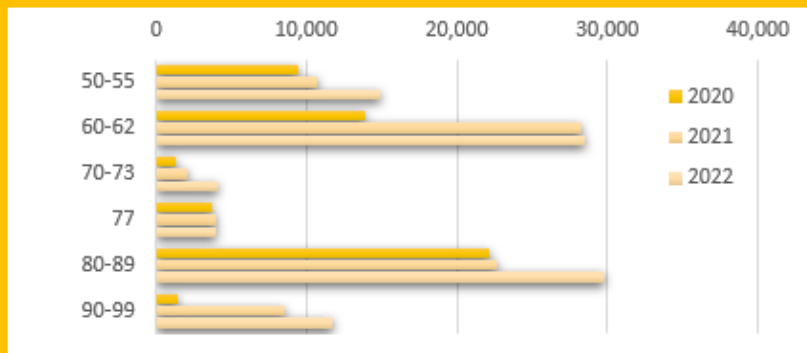
CUSTOMER SERVICE GOALS (No more than 10/100,000 riders each quarter)

VCTC Intercity received eight (6) valid complaints this quarter. In July (0), August (4), and September (2) related to safety and customer service. VCTC Intercity met performance goal.

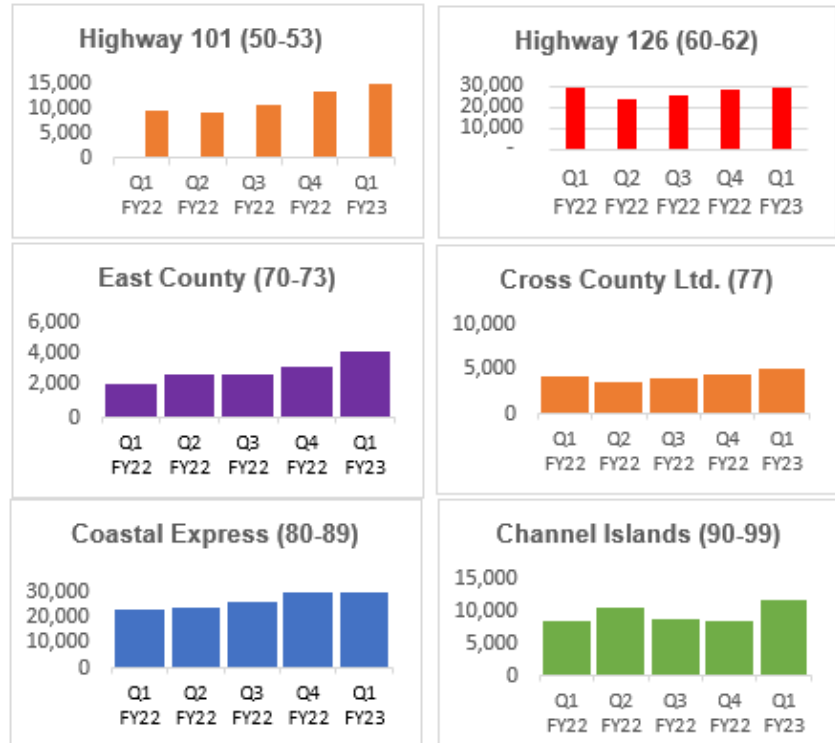
The following table provides VCTC Intercity Transit's commuter boardings (based on ridership) to better understand ridership composition; and to identify customer needs, factors to on-time performance, and other potential service improvements.

	FY 2021	FY 2022	FY 2023
Mobility Devices	0.20%	2.13%	1.05%
Bicycles	7.05%	5.03%	5.39%
Train Transfers	0.91%	0.35%	0.22%

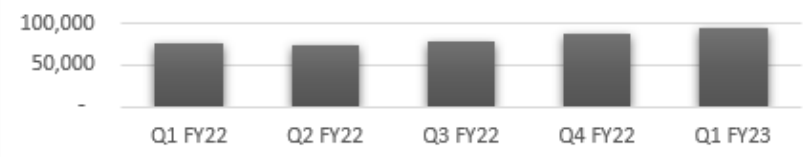
Quarterly Ridership by Line
July - August - September



RIDERSHIP CHANGE FROM PRIOR YEAR - LAST 15 MONTHS*



VCTC Intercity Quarterly Totals



The Systemwide (50-99) graph reflects Q1 ridership totals for the past three years rather than a 15-month review.

VCTC INTERCITY

Quarterly Ridership Report | FY 2223 Q1

July - September 2022

6.38

\$ 22.62

Passengers/Hour

Cost/Passenger

July - September 2021

4.84

\$ 25.31

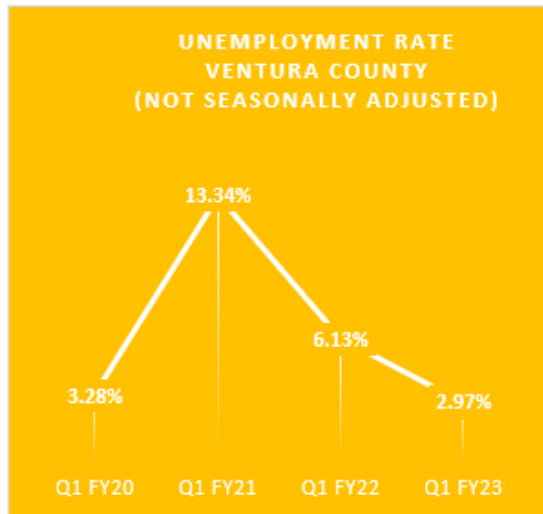
HIGHLIGHTS

Cost per passenger decreased by 11% from the previous year when compared to the same quarter. The decrease in cost is correlated to the increasing ridership across the system. The farebox recovery ratio has increased by 101% when compared to the same quarter the previous year. Passenger revenue has also increased, this is the first quarter VCTC intercity went back to collecting full fares.

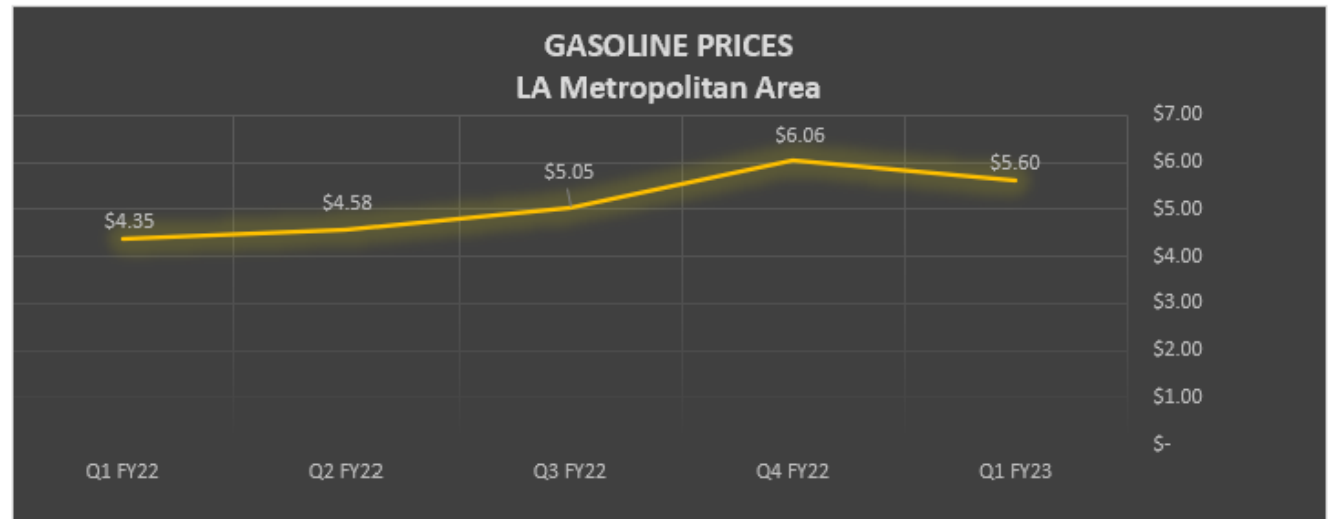
COST AND REVENUE PER PASSENGER

	FY22 Q1	FY23 Q1	% Change
Operating Cost	\$ 1,927,099	\$ 2,121,648	10%
Passenger Revenue	\$ 85,600	\$ 188,989	121%
Passenger Revenue including budgeted route guarantees^	\$ 293,825	\$ 554,713	89%
Passengers	76,153	93,789	23%
Cost per Passenger	\$ 25.31	\$ 22.62	-11%
Farebox Recovery Ratio not including route guarantees	4%	9%	101%
Farebox Recovery Ratio including route guarantees	15%	26%	71%

EXTERNAL RIDERSHIP FACTORS



SOURCE: Employment Development Dept.

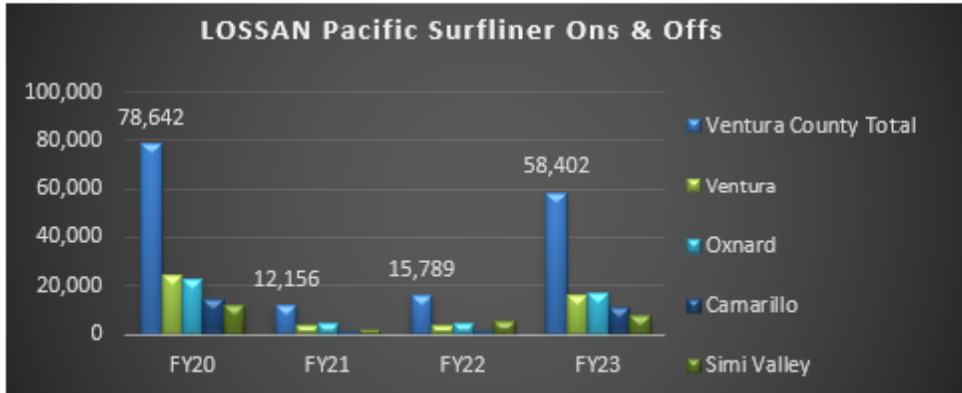


SOURCE: US Bureau of Labor Statistics

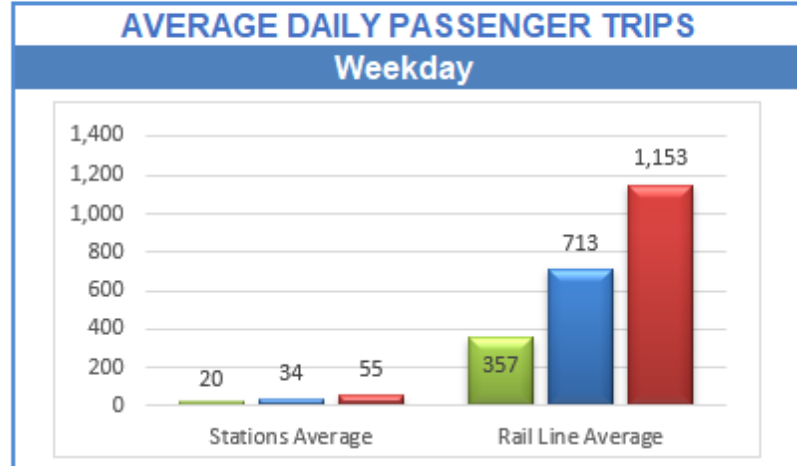
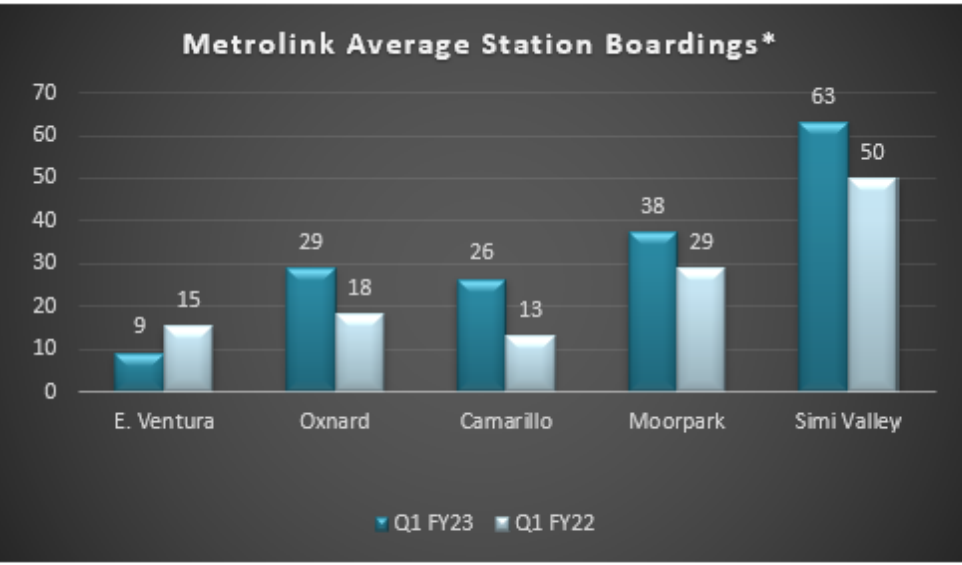
^ Based on service levels and adjusted at year-end. The FY23 annual total is \$1,462,895 (including budget amendments to date).

METROLINK & LOSSAN Corridor | Ventura County Line

Ridership, Productivity, and Efficiency of Service



FIRST QUARTER 2023 HIGHLIGHTS
 Rail ridership has been slowly increasing over the last year. The Metrolink Ventura Line ridership is down 70% over FY19. Pacific Surfliner service is also showing steady increase and is down by 49% over FY19.



Period	Stations Average	Line Average	System Total
Q1 FY21	20	357	6,856
Q1 FY22	34	713	10,243
Q1 FY23	55	1,153	14,632
% change over FY22	61%	62%	43%
% change over FY21	177%	223%	113%

*Based on Metrolink's Conductor Counts

*Based on Ticket Sales



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Item #8J

January 6, 2023

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: AUBREY SMITH, REGIONAL PLANNING MANAGER
DOLORES LOPEZ, TRANSIT PLANNER**

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

RECOMMENDATION:

- Authorize Executive Director to approve an agreement with Moore & Associates not to exceed \$113,747.74 to complete the State required Transportation Development Act (TDA) Triennial Performance Audits for Ventura County Claimants.

DISCUSSION:

Every three years, the State requires that VCTC, in its role as the County Transportation Commission and Transportation Planning Agency (RPTA) for Ventura County, undergo a performance audit to certify that agencies claiming Local Transportation Funds (LTF) are fully complying with the TDA legislative intent and regulations. Operators that receive funding under Article 4 of the TDA are required to have a performance audit.

In November of 2022, VCTC released a Request for Proposals (RFP) for a consultant to perform the TDA audits for VCTC claimants (including non-Article 4 claimants). As part of the statement of work, the consultant will be required to perform the transit performance audit of all operators that are allocated funding under the TDA (this includes Article 4 claimants, as well as Article 8 claimants, and VCTC as the RTPA) for fiscal years 2019-20 to 2021-22. There are other municipal transit operators in the County that do not utilize Article 4 funds and simultaneously run transit systems, or contribute to a cooperative transit agreement using Article 8 or other funds. While these operators are not statutorily required to report TDA performance audit findings to the State, it is within VCTC's purview as the RPTA to observe or monitor the performance of all of its TDA claimants operating transit service irrespective of the funding source.

In addition to being posted on the VCTC website, the RFP was listed in Transit Talent, MASS Transit (Nationally recognized transit news sites), and emailed directly to a list of potential bidders. Only one firm, Moore & Associates, submitted a responsive proposal. Following review by VCTC staff, Moore & Associates was selected and it was determined that their proposal of \$113,747.74 was within the budgeted range. Moore & Associates has extensive experience and has successfully completed 250 Triennial Performance Audits throughout California over the past 15 years.

Moore & Associates proposes to present the final draft audit reports at the June 2023 Gold Coast Transit District Board, and the June 2023 VCTC Commission meeting. The audit reports will be finalized following adoption by the VCTC Board.

Therefore, it is recommended that the Board award and execute a consultant services contract with Moore & Associates for a total not-to-exceed of \$113,747.74 to perform the work as described in the attached agreement (see Attachment A). Funding for the performance audit is included in the FY 2022-23 VCTC budget utilizing TDA Local Transportation Funds (LTF).

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



ATTACHMENT A – FORM CONSULTING SERVICES AGREEMENT

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

THIS AGREEMENT for consulting services is made by and between the Ventura County Transportation Commission (“VCTC”) and Moore & Associates (“Consultant”) (together sometimes referred to as the “Parties”) as of _____ 2023 (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. Changes in personnel desired by the consultant must be submitted in writing and approved by VCTC.

- 1.4** **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. **COMPENSATION.** VCTC hereby agrees to pay Consultant a sum not to one-hundred thirteen thousand seven hundred forty-seven dollars and seventy-four cents (\$113,747.74) notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. VCTC shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from VCTC to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to VCTC in the manner specified herein. Except as specifically authorized by VCTC in writing, Consultant shall not bill VCTC for duplicate services performed by more than one person.

Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subconsultants may be eligible. VCTC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At VCTC's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person and position doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by each employee, agent, and subconsultant of Consultant performing services hereunder;

- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

- 2.2 Monthly Payment.** VCTC shall make monthly payments, based on properly formatted, with back up and approved invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. VCTC shall have thirty (30) days from the receipt of an approved invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all expenses and 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. Any modifications to the Agreement or change orders must be approved by VCTC.
- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, as specified in Exhibit B, attached hereto and incorporated herein, shall not exceed one-hundred thirteen thousand seven hundred forty-seven dollars and seventy-four cents (\$113,747.74). Expenses not listed below are not chargeable to VCTC. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded. Invoices for reimbursable expenses must have backup receipts.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Consultant represents and warrants that Consultant is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18662, as it may be amended, and is exempt from withholding. Consultant accepts sole responsible for verifying the residency status of any subconsultants and withhold taxes from non-California subconsultants.

- 2.8 **Payment upon Termination.** In the event that VCTC or Consultant terminates this Agreement pursuant to Section 8, VCTC shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from VCTC's contract administrator.
- 2.10 **False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subconsultants. Consistent with the following provisions, Consultant shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subconsultant to commence work on any subcontract until Consultant has obtained all insurance required herein for the subconsultant(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Commercial General and Automobile Liability Insurance.

- 4.1.1 Commercial general liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 4.1.2 Automobile Liability.** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 4.1.3 Workers’ Compensation** Insurance 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.
- 4.1.4 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.

4.2 Professional Liability Insurance.

- 4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$2,000,000** per occurrence or claim **\$2,000,000** aggregate covering the licensed professionals’ errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.
- 4.2.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:
- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

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

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

4.3 All Policies Requirements.

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

4.3.2 Verification of coverage. Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

4.3.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to VCTC. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide

written notice to VCTC at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

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

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

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

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend with counsel selected by VCTC, and hold harmless VCTC and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance ("Claims"), to the extent caused, directly or indirectly, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subconsultants, or agents. The foregoing

obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of VCTC or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subconsultant, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

- 5.1 **Insurance Not in Place of Indemnity.** Acceptance by VCTC of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 **PERS Liability.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of VCTC, Consultant shall indemnify, defend, and hold harmless VCTC for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of VCTC.
- 5.3 **Third Party Claims.** With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Consultant.** At all times during the term of this Agreement, Consultant shall be an independent consultant and shall not be an employee of VCTC. VCTC shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise VCTC shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other VCTC, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by VCTC, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of VCTC and entitlement to any contribution to be paid by VCTC for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant Not an Agent.** Except as VCTC may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of VCTC in any capacity whatsoever as an agent to bind VCTC to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

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

Consultant shall include the provisions of this Subsection in any subcontract approved by VCTC's contract administrator or this Agreement.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.2 **Extension.** VCTC may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require Consultant to execute a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if VCTC grants such an extension, VCTC shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by VCTC's contract administrator, VCTC shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties and approved by VCTC.

- 8.4 **Assignment and Subcontracting.** VCTC and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to VCTC for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of VCTC's contract administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and

provided for herein, other than to the subconsultants noted in the proposal, without prior written approval of VCTC's contract administrator.

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Work Product and Related Documents as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of VCTC. Consultant hereby agrees to deliver those documents to VCTC upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for VCTC and are not necessarily suitable for any future or other use. VCTC and Consultant agree that, until final approval by VCTC, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties except as required by law.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to VCTC under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of VCTC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of VCTC or as part of any audit of VCTC, for a period of three (3) years after final payment under the Agreement.

9.4 **Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by VCTC become the exclusive property of VCTC. At such time as VCTC selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

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

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

Section 10 **MISCELLANEOUS PROVISIONS.**

10.1 **Attorneys' Fees.** If a Party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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

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

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

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

10.9 Contract Administration. This Agreement shall be administered by the VCTC Executive Director ("Contract Administrator"). All correspondence shall be directed to or through VCTC's contract administrator or his or her designee.

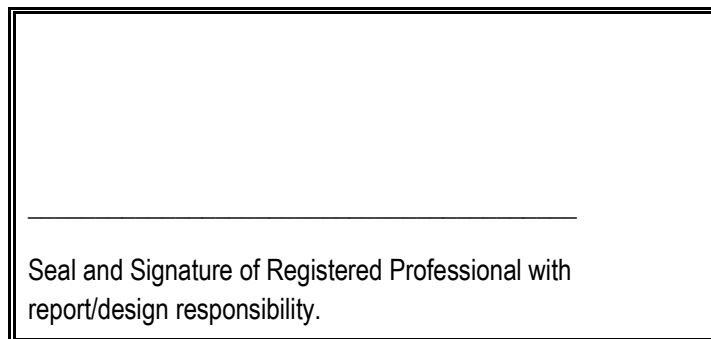
10.10 Notices. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours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

Consultant

VCTC

Ventura County Transportation Commission
751 East Daily Drive, Suite 420
Camarillo, CA 93010

10.11 Professional Seal. Where applicable in the determination of VCTC's contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



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

Exhibit A **Scope of Services**

Exhibit B **Compensation Schedule**

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Construction. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.

10.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

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

VCTC

CONSULTANT

VCTC Chair

_____, CEO/President

Approved as to Form:

Steve Mattas, General Counsel

EXHIBIT A -- SCOPE OF SERVICES

EXHIBIT B -- COMPENSATION SCHEDULE

EXHIBIT A – PROJECT SCHEDULE AND DETAILED SCOPE OF WORK

Section 5 | Preliminary Project Schedule

TASKS	January					February				March			April				May				June								
	2	9	16	23	30	6	13	20	27	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26			
Task 1: Performance Audit of VCTC																													
Task 1.1: Determine Compliance with Legal and Regulatory Requirements																													
Task 1.2: Follow-Up on Prior Year Performance Audit Recommendations																													
Task 1.3: Review VCTC Functions																													
Task 2: Performance Audit of Transit Operators																													
Task 2.1: Determine Compliance with Statutory and Regulatory Requirements																													
Task 2.2: Follow-Up on Prior Performance Audit Recommendations																													
Task 2.3: Verify Performance Indicators																													
Task 2.4: Review Operator Functions																													
Task 3: Reporting and Presentations																													
Task 3.1: Draft and Final Reports																													
Task 3.2: Presentations																													
PROJECT MILESTONES																													
<i>Notice to Proceed</i>	▼																												
<i>Monthly Progress Report</i>						▼				▼				▼				▼				▼				▼			
<i>Virtual Project Initiation Meeting</i>		▼																											
<i>Data submittal deadline</i>						▼																							
<i>Site visits</i>							■	■																					
<i>Submittal of draft audit reports</i>													▼																
<i>Presentation of draft reports to Transcom</i>														▼															
<i>Receipt of responses from RTPA and operators</i>															▼														
<i>Submittal of final audit reports</i>																▼													
<i>Presentation of final reports to Transcom</i>																		▼											
<i>Presentation of final reports to VCTC</i>																						▼							
<i>Presentation of final reports to GCTD Board</i>																								▼					
<i>Project completion</i>																										▼			



project development process. Constant attention to this process across all clients allows us to apply lessons learned in one project to our practice as a whole.

Detailed Scope of Work

Our audit team will conduct a virtual project initiation meeting shortly following receipt of VCTC’s Notice to Proceed. Our project manager will submit our data needs requests to each entity following this meeting to allow sufficient time to gather and review the data prior to the site visits.

We will work with VCTC and each of its operators to schedule virtual audit site visits in mid- to late February 2023 to discuss program performance, review functions and compliance, and assess progress made in implementing recommendations presented within the prior audit. We have conducted site visits virtually for more than two years with great success. In our experience, virtual site visits often expand participation and simplify scheduling, while also allowing greater flexibility to match the availability of operator and RTPA staff.

Task 1: Performance Audit of VCTC

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

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

Task 1.1: Determine Compliance with Legal and Regulatory Requirements

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

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

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



Task 1.3: Review VCTC Functions

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

- Interviews with VCTC staff and management, select Board members, and technical and/or citizen’s advisory committees as warranted;
- Interviews with the operators under the RTPA’s jurisdiction;
- Supplemental interviews with other regional agencies and/or Caltrans;
- Internal and external agency documents (including Board reports, planning studies, etc.); and
- Organizational policies and processes (including TDA claims).

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

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

Our audit team will review the various related functions of the RTPA for consistency with those included in the *Performance Audit Guidebook*. The following chart provides further details on the elements to be explored for each functional area.

RTPA Functions

Administration & Management	Transportation Planning & Regional Coordination	Claimant Relationships & Oversight	Marketing & Transportation Alternatives	Grant Applications & Management
<ul style="list-style-type: none"> •General Administration •Internal Planning & Achievements •Governing Board Activities •Personnel 	<ul style="list-style-type: none"> •Regional Transportation Plan •RTP Topics •RTP Implementation •Information Generation & Distribution •Information Collection 	<ul style="list-style-type: none"> •Technical & Managerial Assistance to Operators •Communication of TDA Reporting •Information & TDA Claim Processing 	<ul style="list-style-type: none"> •Marketing & Public Relations •Public Information & Transportation Alternatives 	<ul style="list-style-type: none"> •Grant Applications & Coordination •Grant Application Assistance •Grant Management & Compliance





Task 2: Performance Audits of Transit Operators

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

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

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

Task 2.1: Determine Compliance with Statutory and Regulatory Requirements

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

Task 2.2: Follow-Up on Prior Audit Performance Recommendations

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

Task 2.3: Verify Performance Indicators

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



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

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

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

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

- **Operating Cost:** Operating cost will be validated by verifying that the operator keeps records of transit costs according to the Uniform System of Accounts and Records developed by the State Controller and the California Department of Transportation.
- **Ridership:** Verify the passenger data collection process by obtaining copies of reports that provide a listing of passenger counts for the reporting period being audited.
- **Vehicle Service Hours and Miles:** Following a review of data relating to Vehicle Service Miles and Hours for the audit period, the definition and methodology for calculating Vehicle Service Hours and Vehicle Service Miles will be discussed and reviewed to ensure compliance.
- **Employee Hours:** This metric is one of the most frequently misunderstood and miscalculated elements of the audit. Our audit team will verify all transportation system-related hours worked by persons employed in connection with the system are captured. This includes employees not directly employed by the operator (such as operations contractors) as well as hours worked by staff not normally assigned to transit, but who support the transit program (such as financial analysts). In addition, we will ensure the TDA definition of full-time equivalent is used in calculating this metric for the State Controller Reports.
- **Fare Revenue:** Utilize total audited fiscal year fare revenues to calculate the farebox recovery ratio. Our audit team will also review any fare revenue supplements associated with local program funds.

In addition, we will compare performance indicators to those calculated within the prior TDA Triennial Performance Audit for further trend analysis with the intent of identifying potential issues or concerns that may need further examination during the functional review.



Task 2.4: Review Operator Functions

During the site visits, our audit team will conduct interviews with each transit operator to which the VCTC allocates TDA funding. Our audit team will objectively evaluate each operator function for consistency with those presented in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities* (Third Edition). The functional review will address seven key functional areas. The following chart provides further details on the elements to be explored for each functional area.

Operator Functions

General Management & Organization	Service Planning	Scheduling, Dispatch, & Operations	Personnel Management & Training	Administration	Marketing & Public Information	Maintenance
<ul style="list-style-type: none"> •Administrative Oversight •Organizational Structure & Reporting •Recent Program Changes & Innovations •Areas of Interest to Management & Board 	<ul style="list-style-type: none"> •Strategic Planning •Short-Range Planning •Evaluation of Routes •Planning for Special Needs Transportation •Public Participation •Survey of Riders/Non-Riders 	<ul style="list-style-type: none"> •Assignment of Drivers •Vacation, Absences, & Sick Leave •Assignment of Passengers to Demand-Response Routes •Part-Time and Cover Drivers •Assignment of Vehicles to Routes 	<ul style="list-style-type: none"> •Recruitment •Motivation •Training & Safety •Discipline •Benefits 	<ul style="list-style-type: none"> •Budgeting & MIS •Financial & Grants Management •Risk Management •Contract Management •Facility Management •Accounts Payable •Procurement •Revenue Collection & Cash Management •Payroll 	<ul style="list-style-type: none"> •Marketing & Public Information •Communications with Other Government Agencies 	<ul style="list-style-type: none"> •Preventive Maintenance •Sufficiency of Facility •Vehicle Condition •Repair Scheduling •Parts Management •Communications with Dispatch •Contracting Out •Providing Maintenance to Other Organizations

Our functional review of each transit operator may include:

- Interviews with management, staff, advisory committees, and select contractor staff;
- Review of documents (i.e., committee reports, surveys, or transit planning studies);
- Calculation of additional metrics to provide additional insight into respective performance;
- Recommended updates to existing Performance Measurement Standards;
- Confirmation that goals and objectives reflect the overall mission, vision, and values of the operator as well as guide the service development process; and
- Review of each operator’s response to the COVID-19 pandemic.

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

Task 3: Reporting and Presentations

Task 3.1: Draft and Final Reports

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

In preparing each audit draft report, Moore & Associates will prepare a matrix summarizing the significant findings and concerns identified during each audit. Working with VCTC and the operators, we will recommend cost-effective strategies and tactics to address any issue or concern identified. Our





recommendations will include the proposed solution, implementation timeline, anticipated cost, and most-likely responsible party.

Each draft audit report will include the following components:

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

Triennial Performance Audits may not necessarily include all reporting aspects of a financial audit. However, the guidelines set forth by Government Auditing Standards, published by the Comptroller General of the United States, provide an effective structure for a Triennial Performance Audit. Findings and recommendations will include the following elements:

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

All findings and recommendations are designated as “TDA Program Compliance” or “Functional.” TDA Program Compliance Findings and Recommendations are intended to assist in bringing the organizations into compliance with the requirements and standards of the TDA, while Functional Findings and Recommendations address issues identified during the performance audit not specific to TDA compliance, yet potentially beneficial to the audited entity by improving program performance. Examples of compliance and functional findings and recommendations can be reviewed in the provided work samples.

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

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



Task 3.2: Presentations

The results of the draft audits as well as the final audit reports will be presented to VCTC staff and transit operator staff at regularly scheduled meetings of Transcom, the Transit Operators Committee. The draft audits are expected to be presented on April 12, 2023, while the final audits will be presented on May 10, 2023. Both will include verbal presentations to supplement copies of the reports.

The results of the final audits will be presented to the Ventura County Transportation Commission at its June 2, 2023, meeting. This will include a verbal presentation supported by a PowerPoint presentation.

The results of the final audits will be presented to the Gold Coast Transit District Board at its June 7, 2023, meeting. This will include a verbal presentation supported by a PowerPoint presentation.

Deliverables: Presentation of the draft and final audits to Transcom; PowerPoint presentation and presentation of final audits to VCTC; PowerPoint presentation and presentation of final audits to GCTD Board.

EXHIBIT B

REIMBURSABLE EXPENSES

See attached chart

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



Section 6 | Cost Proposal (revised)

Labor Expenses			Task 1: Performance Audit of VCTC						Task 2: Performance Audits of Transit Operators						Task 3: Reporting & Presentations				Grand Total			
			Task 1.1		Task 1.2		Task 1.3		Task 2.1		Task 2.2		Task 2.3		Task 2.4		Task 3.1		Task 3.2		Hours	Cost
Title	Name	Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
PROJECT MANAGER	Kathy Chambers	\$90.00	20	\$1,800.00	8	\$720.00	20	\$1,800.00	68	\$6,120.00	36	\$3,240.00	52	\$4,680.00	68	\$6,120.00	52	\$4,680.00	20	\$1,800.00	344	\$30,960.00
SENIOR AUDITOR	Stephanie Roberts	\$68.00	20	\$1,360.00	8	\$544.00	16	\$1,088.00	60	\$4,080.00	32	\$2,176.00	48	\$3,264.00	64	\$4,352.00	48	\$3,264.00	8	\$544.00	304	\$20,672.00
ADMINISTRATIVE STAFF		\$24.00	2	\$48.00	0	\$0.00	0	\$0.00	16	\$384.00	0	\$0.00	32	\$768.00	12	\$288.00	8	\$192.00	4	\$96.00	74	\$1,776.00
Subtotal, Direct Labor			42	\$3,208.00	16	\$1,264.00	36	\$2,888.00	144	\$10,584.00	68	\$5,416.00	132	\$8,712.00	144	\$10,760.00	108	\$8,136.00	32	\$2,440.00	722	\$53,408.00
Burden and Overhead			88%		\$2,823.04	\$1,112.32	\$2,541.44	\$9,313.92	\$4,766.08	\$7,666.56	\$9,468.80	\$7,159.68	\$2,147.20	\$46,999.04								
Total Labor			\$6,031.04		\$2,376.32	\$5,429.44	\$19,897.92	\$10,182.08	\$16,378.56	\$20,228.80	\$15,295.68	\$4,587.20	\$100,407.04									
Fee/Profit			10%		\$603.10	\$237.63	\$542.94	\$1,989.79	\$1,018.21	\$1,637.86	\$2,022.88	\$1,529.57	\$458.72	\$10,040.70								
Direct Costs																						
IN-PERSON PRESENTATIONS (VCTC & GCTD)			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,800.00	\$1,800.00	
PRINTING/PRODUCTION			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
Total Direct Costs			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,800.00	\$1,800.00	\$3,300.00
TOTAL COST			\$6,634.14		\$2,613.95	\$5,972.38	\$21,887.71	\$11,200.29	\$18,016.42	\$22,251.68	\$18,325.25	\$6,845.92	\$113,747.74									

ATTACHMENT A – FORM CONSULTING SERVICES AGREEMENT

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

THIS AGREEMENT for consulting services is made by and between the Ventura County Transportation Commission (“VCTC”) and Moore & Associates (“Consultant”) (together sometimes referred to as the “Parties”) as of _____ 2023 (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. Changes in personnel desired by the consultant must be submitted in writing and approved by VCTC.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION. VCTC hereby agrees to pay Consultant a sum not to one-hundred thirteen thousand seven hundred forty-seven dollars and seventy-four cents (\$113,747.74) notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. VCTC shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The

payments specified below shall be the only payments from VCTC to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to VCTC in the manner specified herein. Except as specifically authorized by VCTC in writing, Consultant shall not bill VCTC for duplicate services performed by more than one person.

Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subconsultants may be eligible. VCTC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At VCTC's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person and position doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by each employee, agent, and subconsultant of Consultant performing services hereunder;
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

2.2 Monthly Payment. VCTC shall make monthly payments, based on properly formatted, with back up and approved invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. VCTC shall have thirty (30) days from the receipt of an approved invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all expenses and 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. Any modifications to the Agreement or change orders must be approved by VCTC.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, as specified in Exhibit B, attached hereto and incorporated herein, shall not exceed one-hundred thirteen thousand seven hundred forty-seven dollars and seventy-four cents (\$113,747.74). Expenses not listed below are not chargeable to VCTC. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded. Invoices for reimbursable expenses must have backup receipts.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Consultant represents and warrants that Consultant is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18662, as it may be amended, and is exempt from withholding. Consultant accepts sole responsible for verifying the residency status of any subconsultants and withhold taxes from non-California subconsultants.
- 2.8 Payment upon Termination.** In the event that VCTC or Consultant terminates this Agreement pursuant to Section 8, VCTC shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from VCTC's contract administrator.
- 2.10 False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subconsultants. Consistent with the following provisions, Consultant shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subconsultant to commence work on any subcontract until Consultant has obtained all insurance required herein for the subconsultant(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Commercial General and Automobile Liability Insurance.

- 4.1.1 Commercial general liability.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 4.1.2 Automobile Liability.** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 4.1.3 Workers' Compensation** Insurance 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.
- 4.1.4 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
 - a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.

4.2 **Professional Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$2,000,000** per occurrence or claim **\$2,000,000** aggregate covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.

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

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

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

4.3 **All Policies Requirements.**

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

4.3.2 **Verification of coverage.** Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements

and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

4.3.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to VCTC. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to VCTC at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

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

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

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

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-

insured retentions with respect to VCTC, its officers, employees, agents, and volunteers. VCTC's contract administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

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

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

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

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

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

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

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

- 5.1 **Insurance Not in Place of Indemnity.** Acceptance by VCTC of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 **PERS Liability.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of VCTC, Consultant shall indemnify, defend, and hold harmless VCTC for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of VCTC.
- 5.3 **Third Party Claims.** With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Consultant.** At all times during the term of this Agreement, Consultant shall be an independent consultant and shall not be an employee of VCTC. VCTC shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise VCTC shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other VCTC, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by VCTC, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of VCTC and entitlement to any

contribution to be paid by VCTC for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant Not an Agent.** Except as VCTC may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of VCTC in any capacity whatsoever as an agent to bind VCTC to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

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

Consultant shall include the provisions of this Subsection in any subcontract approved by VCTC's contract administrator or this Agreement.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.2 **Extension.** VCTC may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require Consultant to execute a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if VCTC grants such an extension, VCTC shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by VCTC's contract administrator, VCTC shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties and approved by VCTC.

- 8.4 **Assignment and Subcontracting.** VCTC and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to VCTC for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of VCTC's contract administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subconsultants noted in the proposal, without prior written approval of VCTC's contract administrator.

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Work Product and Related Documents as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of VCTC. Consultant hereby agrees to deliver those documents to VCTC upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for VCTC and are not necessarily suitable for any future or other use. VCTC and Consultant agree that, until final approval by VCTC, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties except as required by law.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to VCTC under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of VCTC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand (\$10,000.00), the Agreement shall be subject to the examination and audit

of the State Auditor, at the request of VCTC or as part of any audit of VCTC, for a period of three (3) years after final payment under the Agreement.

- 9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by VCTC become the exclusive property of VCTC. At such time as VCTC selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

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

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

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Ventura or in the United States District Court for the Central District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of VCTC or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000, *et seq.*

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

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

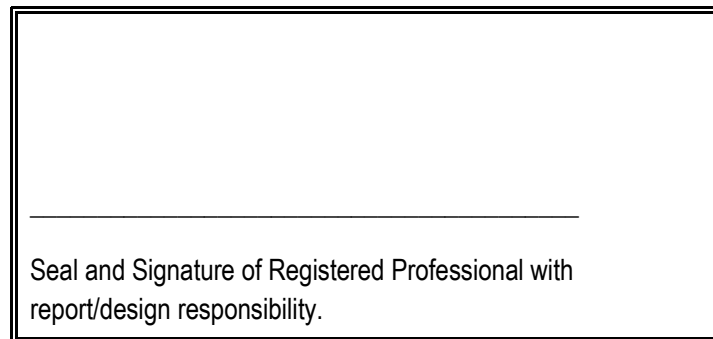
- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by the VCTC Executive Director ("Contract Administrator"). All correspondence shall be directed to or through VCTC's contract administrator or his or her designee.
- 10.10 **Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant

VCTC

Ventura County Transportation Commission
751 East Daily Drive, Suite 420
Camarillo, CA 93010

- 10.11 Professional Seal.** Where applicable in the determination of VCTC's contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



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

Exhibit A **Scope of Services**
Exhibit B **Compensation Schedule**

- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Construction. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.

10.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

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

VCTC

CONSULTANT

VCTC Chair

_____, CEO/President

Approved as to Form:

Steve Mattas, General Counsel



Item #8K

January 6, 2023

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: MATT MILLER, PROGRAM MANAGER

SUBJECT: AGREEMENT WITH URBAN TRANSPORTATION ASSOCIATES TO PURCHASE AUTOMATIC PASSENGER COUNTER INFRASTRUCTURE, MAINTENANCE AND SUPPORT

RECOMMENDATION:

- Authorize the Executive Director to authorize the purchase of automatic passenger counter (APC) infrastructure for seven (7) VCTC coaches, to repair or replace systems currently not working, and enter into a three (3) year maintenance and support agreement with Urban Transportation Associates (UTA) for installation and maintenance work not to exceed \$110,000. Because this is a sole source procurement, a 2/3 Commission vote is required for approval.

DISCUSSION:

In 2015, VCTC purchased and installed an Automatic Passenger Counter (APC) system for the VCTC intercity bus fleet. The APC system has two main functions, it counts passengers as they board and deboard using sensors located at the front door of the transit vehicle and collects schedule adherence data for each route. This data is organized and made available to VCTC staff to use through reporting software. The system is a critical tool to improve service planning since it can be used to measure ridership by stop, route and trip and make needed schedule adjustments to improve service reliability. It is also critical for annual reporting to the National Transit Database (NTD) and need to be recertified every three years.

Like all technology, the APC system requires ongoing maintenance and occasional repairs to maintain a state of good repair. Recently VCTC staff discovered that seven buses have not been outfitted with the system and several others need repairs and, in some cases, replacement of key components. Additionally, the physical system and database needs dedicated attention to keep the system from falling into a state of disrepair.

In order to improve service and after thorough review of the system, staff has determined that seven buses should have the APC system installed, buses with broken components should be repaired or replaced, and a maintenance and support agreement for the system should be put in place.

A sole source procurement, which requires a 2/3 Commission vote for approval, is justified for these parts and services due as the existing system as UTA provides the current APC system. Using a different

vendor would require procuring a new vendor and replacing the current system on the buses, rather than reinvesting in the current system for a much lower cost. A contract for the purchase of the necessary components and support agreement is included as an attachment to the agenda.



Item #9

January 6, 2023

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

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

SUBJECT: VENTURA COUNTY TRANSPORTATION COMMISSION 2023-2024 LEGISLATIVE PROGRAM AND LEGISLATIVE ADVOCACY POLICY

RECOMMENDATION:

- Adopt the Ventura County Transportation Commission 2023-2024 Legislative Program (Attached) and Legislative Advocacy Policy (Attached)

BACKGROUND:

Every two years, coinciding with the U.S. congressional session and California state legislative session, the Commission adopts a Legislative Program for both state and federal legislation. The Legislative Program sets forth in general terms the Commission's overall priorities. It is intended to provide legislators, their staffs and the public with a sense of what the Commission feels are the important transportation issues requiring attention. The adopted Legislative Program also gives VCTC staff its basic direction for legislative involvement, so that staff can react quickly as developments occur. Examples of such staff actions are submitting letters of support or opposition to proposed legislation. As the year progresses, staff may return to the Commission to request positions on specific legislative proposals, including bills that are introduced.

The purpose of the Legislative Advocacy Policy is to guide VCTC officials and staff in considering legislative or regulatory proposals that are likely to have an impact on VCTC and to allow for a timely response to important legislative issues. VCTC already participates in legislative advocacy but in recent years has not had an adopted Legislative Advocacy Policy in place. This Legislative Advocacy Policy is intended to confirm and provide transparency into VCTC's process for legislative involvement. For example, because the Commission meets just once a month, the deadline to provide position letters occasionally requires staff to act before a position letter can be considered by the full Commission. This policy, among other things, provides the VCTC Executive Director, or other designee, the flexibility to adopt positions on legislation in a timely manner following adopted procedures and when the policy position meets certain criteria. The policy also describes how VCTC staff will keep the Commission informed of legislative advocacy activities. Staff recommends that the Commission adopt the Legislative Advocacy Policy.

DISCUSSION:

In the State Legislative Program, the emphasis will continue to be on protecting existing revenues. In addition, in 2020 Gov. Gavin Newsom signed legislation that offered public transit some regulatory relief from the adverse impacts of the coronavirus pandemic. Some of that relief was temporary, and a proposed item of focus is extension of that relief as public transit continues to recover from the effects of the pandemic.

The following changes are proposed for the State Legislative Program:

- Support spending of state transportation revenues for zero-emission vehicle infrastructure, which has become a significant element of transportation-related public investment and an important component of addressing air quality and greenhouse gas (GHG) emissions.
- Support proposals that would increase operations funding for public transportation, including transit bus, commuter and intercity rail.
- Support incentives to reduce vehicle miles traveled (VMT) and GHG emissions through land-use planning, such as reduced parking minimums, transit-supportive development policies, and encouraging proximity of housing and jobs.

The Federal Legislative Program also emphasizes protecting existing revenues. The most recent Legislative Program, adopted in 2021, called for support for a full reauthorization of federal funding for transportation. In November 2021, President Biden signed the Infrastructure Investment and Jobs Act (IIJA), also called the Bipartisan Infrastructure Law (BIL), followed by the Inflation Reduction Act (IRA) in 2022. Both are expected to provide significant transportation funding for California over the next several years. The Federal Legislative Program has changed to reflect passage of the IIJA and IRA. The program also addresses objections to the certification of federal transit grants for California, a situation VCTC has been monitoring since late 2021.

The following changes are proposed for the Federal Legislative Program:

- Support full funding and implementation of the recently passed Bipartisan Infrastructure Law and Inflation Reduction Act measures to support transportation.
- Continue to monitor the disbursement of COVID-19 relief funds and address any barriers related to access and use of these funds for transportation.
- Continue to monitor objections to the certification of federal transit grants for California and related litigation filed over the implementation of the Public Employees Pension Reform Act (PEPRA) of 2013.



VENTURA COUNTY TRANSPORTATION COMMISSION 2023 / 2024 LEGISLATIVE PROGRAM

STATE LEGISLATIVE PROGRAM

A. TRANSPORTATION FUNDING

- Monitor ongoing spending of state transportation revenues and oppose any proposals to reduce overall resources for transportation inclusive of transit bus, commuter and intercity rail, freeways and highways, freight movement, local streets and roads, bicycle, and pedestrian.
- Support the continued ability of regions to set priorities as set forth in SB 45 and oppose any efforts to lessen regional agencies' jurisdiction over the regional program within the State Transportation Improvement Program.
- Support spending of state transportation revenues for zero-emission vehicle infrastructure, which has become a significant element of transportation-related public investment and an important component of addressing air quality and greenhouse gas (GHG) emissions.
- Support proposals that would increase operations funding for public transportation, including transit bus, commuter and intercity rail.
- Support increased use of cap-and-trade revenues for public transportation, including intercity rail, active transportation, and sustainable communities programs.



B. PUBLIC TRANSIT

- Work with statewide transit and regional agencies to advocate updating the Transportation Development Act transit performance requirements to reflect current realities.
- Monitor and evaluate plans and progress of high-speed rail and its funding, particularly regarding connectivity projects.
- Monitor the state's implementation of the zero-emission bus rule to ensure the mandate is not enforced until the technical feasibility conditions in the regulation are achieved, particularly with regard to over-the-road motor coaches and cutaway vans.
- Support the continuation of regulatory relief provided in 2020 in response to the impact of the coronavirus pandemic on public transit.



C. PLANNING

- Support Transportation Demand Management measures to reduce auto trips, including facilitation of technology such as real-time carpooling.
- Monitor and support efforts to advance racial justice and transportation equity.
- Support efforts to accelerate deployment of affordable, high-speed broadband to reduce auto trips and cut greenhouse gas emissions.
- Support incentives to reduce vehicle miles traveled (VMT) and greenhouse gas emissions (GHG) through land-use planning, such as reduced parking minimums, transit-supportive development policies, and encouraging proximity of housing and jobs.

FEDERAL LEGISLATIVE PROGRAM

- Work with Caltrans, SCAG and other appropriate parties to support long-term, stable and sufficient federal funding for transportation.
- Support full funding and implementation of the recently passed Bipartisan Infrastructure Law (BIL) and Inflation Reduction Act (IRA) measures to support transportation.
- Continue to monitor the disbursement of COVID-19 relief funds and address any barriers related to access and use of these funds for transportation.
- Support continuation of federal programs and funding that recognize the unique transportation or environmental challenges facing Ventura County.
- Continue to monitor objections to the certification of federal transit grants for California and related litigation filed over the implementation of the Public Employees Pension Reform Act (PEPRA) of 2013.





Ventura County Transportation Commission Legislative Advocacy Policy

Purpose

The purpose of the policy is to guide the Ventura County Transportation Commission (VCTC) officials and staff in considering legislative or regulatory proposals that are likely to have an impact on VCTC and to allow for a timely response to important legislative issues. Although the expenditure of public funds for the purpose of supporting or opposing a ballot measure or candidate is prohibited, the expenditure of public funds is allowed to advocate for or against proposed legislation or regulatory actions that will affect the public agency expending the funds.

The purpose of identifying Legislative Advocacy Procedures is to provide clear direction to VCTC staff regarding monitoring and acting upon bills during state and federal legislative sessions. Adherence to Legislative Advocacy Procedures will ensure that legislative inquiries and responses will be administered consistently with “one voice” as to the priorities identified in the Legislative Program that is adopted by the Commission every two years. The Legislative Advocacy Procedures and Legislative Program priorities will provide the VCTC Executive Director, or other designee, discretion to advocate in VCTC’s best interests in a manner consistent with the goals and priorities adopted by the Commission. This policy is intended to be manageable, consistent, and tailored to the specific needs and culture of VCTC.

Policy Goals

- Advocate VCTC’s legislative interests at the state and federal levels.
- Inform and provide information to the Commission and staff on the legislative process and key issues and legislation that could have a potential impact on VCTC.
- Serve as an active participant with other local government and with government associations and agencies on legislative and regulatory issues that are important to VCTC and the region.
- Seek grant and funding assistance for VCTC projects, services and programs to enhance services for the community.

Policy Principles

The Commission recognizes the need to protect VCTC interests and to identify various avenues to implement its short-term and long-term strategic goals. It is the policy of

VCTC to proactively monitor and advocate for legislation as directed by the Legislative Program and by the specific direction of the Commission.

This policy provides the VCTC Executive Director, or other designee, the flexibility to adopt positions on legislation in a timely manner. The Commission shall adopt the Legislative Program and, so long as the position fits within the Legislative Program, staff is authorized to take a position without Commission approval.

Whenever an applicable priority within the Legislative Program does not exist pertaining to legislation affecting VCTC, the matter shall be brought before the Commission at a regularly scheduled meeting for formal direction from the Commission.

Legislation Advocacy Procedures

It is the policy of VCTC to proactively monitor and advocate for legislation as directed by the Legislative Program and by the specific direction of the Commission. This process involves interaction with local, state and federal government entities both in regard to specific items of legislation and to promote positive intergovernmental relationships. Accordingly, involvement and participation in regional, state and national organizations is encouraged and supported by VCTC.

Monitoring legislation is a shared function of the Commission, Executive Director and designated staff. The Legislation Advocacy Procedures are the process by which staff will track and respond to legislative issues in a timely and consistent manner. The Executive Director, or other designee, will act on legislation utilizing the following procedures:

1. The Executive Director or other designee shall review requests that VCTC take a position on legislative issues to determine if the legislation aligns with the district's current approved Legislative Program.
2. The Executive Director or other designee will conduct a review of positions and analysis completed by VCTC and other government associations when formulating positions.
3. If the matter aligns with the approved priorities, VCTC response shall be supplied in the form of a letter to the legislative body reviewing the bill or measure. Advocacy methods utilized on behalf of VCTC, including but not limited to letters, phone calls, emails and prepared forms, will be communicated through the Executive Director or designee. The Executive Director or designee shall advise staff to administer the form of advocacy, typically via letters signed by the Executive Director or designee, on behalf of the Commission.
4. All legislative position letters initiated by the Executive Director or designee shall state whether VCTC is requesting "support," "support if amended," "oppose," or "oppose unless amended" action on the issue and shall include adequate justification for the recommended action. If possible, the letter should include examples of how a bill would specifically affect VCTC, e.g., "the funding VCTC will lose due to this bill could result in reduced transit service."
 - a. Support – legislation in this area advances VCTC's goals and priorities.

- b. Oppose – legislation in this area could potentially harm, negatively impact or undo positive momentum for VCTC, or does not advance VCTC's goals and priorities.
- 5. The Executive Director may also provide a letter of concern or interest regarding a legislative issue without taking a formal position on a piece of legislation. Letters of concern or interest are to be administered through the Executive Director or designee.
- 6. When a letter is sent to a state or federal legislative body, the appropriate federal or state legislators representing VCTC shall be included as a copy or "cc" on the letter.
- 7. A position may be adopted by the Executive Director or designee if any of the following criteria is met:
 - a. The position is consistent with the adopted Legislative Program.
 - b. The position is consistent with that of organizations to which VCTC is a member, such as the California Transit Association.
 - c. The position is approved by the Commission.
- 8. All legislative positions adopted via a process outside of a regularly scheduled Commission meeting shall be communicated to the Commission at the next regularly scheduled Commission meeting. When appropriate, the Executive Director or other designee will submit a report (either written or verbal) summarizing activity on legislative measures to the Commission.



Item #10

January 6, 2023

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: HEATHER MILLER, PROGRAM MANAGER
SUBJECT: PUBLIC HEARING AND APPROVAL OF FISCAL YEAR 2022/23 PROGRAM OF PROJECTS (POP)

RECOMMENDATION:

- Open Public Hearing and receive testimony.
- Approve the revised Program of Projects (POP) for federal transit operating, planning and capital assistance for Fiscal Year (FY) 2022/23 included in Attachment A.

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, each year, the VCTC is required to hold a public hearing and adopt a Program of Projects (POP) which lists projects to be funded with federal funds in each of the four urbanized areas in Ventura County. 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.

On September 14, 2022, the Transit Operators Advisory Committee (TRANSCOM) approved a FY 2023 POP followed by VCTC (Commission) approval on October 7. Subsequently, the 2023 Congestion Mitigation and Air Quality (CMAQ) call for projects concluded with approval of funding of recommended projects by TRANSCOM on November 9 followed by the Commission's approval on December 2. Project funding included federal CMAQ funds and new federal Carbon Reduction Program (CRP) funds introduced with the passage of the Infrastructure Investment and Jobs Act (IIJA). Consequently, any new transit project with federal funds anticipated to be obligated in the 2022/2023 fiscal year are required to be incorporated into the 2023 POP.

DISCUSSION:

The 2023 POP includes federally funded projects adopted by this Commission in October. Federal funds include Section 5307, 5337, 5339 formula funds and Jobs Access/Reverse Commute (JARC) funds as shown in Attachment A. Additionally, revisions to the FY 2023 POP include the following federal discretionary (competitive) funds from the CMAQ call for projects and other project/funding changes:

- Transit projects funded from the federal CMAQ program and new additions to the FY 2023 POP include Gold Coast Transit District's (GCTD) Youth Ride Free Booster Service (\$370,232), City of Simi Valley's EV Bus and Charging Infrastructure project (\$1,549,276) and the Valley Express' New Fillmore to Moorpark Route (\$1,854,689). GCTD was also awarded \$11,912, 412 in CMAQ funds for the purchase of twenty-one near-zero emissions

bus replacements including funds to match a \$12 million LONO grant award to upgrade five (5) of the buses to hydrogen fuel in addition to constructing a hydrogen fueling station.

- VCTC will reprogram \$1,854,689 in FTA Section 5339 formula funds to purchase fifteen (15) replacement vehicles for the Valley Express service with State of Good Repair (SGR) funds providing the 20% match. These funds are shown in the urbanized areas from which they were originally programmed for VCTC, so there should be no impact to any projects programmed for local transit operators.
- City of Camarillo submitted a change of project scope from an EV Infrastructure project to Bus Replacements as noted in the POP with no change in Section 5339 and 5307 fund amounts.
- City of Simi Valley's two (2) EV Buses and two (2) charging stations for new Community Service Route funded with CMAQ funds.
- Gold Coast Transit District received an FTA Route Planning Restoration Program award of \$133,100 through the American Rescue Plan (ARP) Act of 2021 to help public transportation agencies restore service that was reduced due to the COVID-19 pandemic.

VCTC staff recommends approval of the changes to the 2023 Program of Projects as identified in Attachment A. The Transit Operators Advisory Committee (TRANSCOM) approved the revised 2023 POP on December 14, 2022.

The Public Hearing Notice will be published in the *Ventura County Star* on January 3, 2023.

Program of Projects			
<p>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 2022/23 Fiscal Year (FY 2023). The funds available in FY 2023 are estimated to be \$1,054,127 in Section 5310 funds and \$58,875,000 in other funds for the Oxnard UA, \$519,856 in Section 5310 funds and \$15,895,000 in other funds for the Thousand Oaks UA, \$2,581,000 for the Camarillo UA, and \$8,394,000 for the Simi Valley UA, based on anticipated FY 2023 funds, prior year carry-over funds, and federal discretionary funds. The public hearing will be held at 9:00 a.m. on Friday, October 7, 2022 in the Camarillo City Council Chamber, 601 Carmen Drive, in Camarillo. The POP is available for public inspection at 751 E. Daily Drive, Suite 420, Camarillo CA 93010, and online at https://www.goventura.org/work-with-vctc/grant-opportunities/. 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.</p>			
FY 2022/23 Federal Transit Program of Projects			
	Total Cost	Federal Share	Local Share & Other
OXNARD/VENTURA URBANIZED AREA			
Gold Coast Transit			
<u>Operating Assistance</u>			
GCTD Booster Service for Youth Ride Free Program (CMAQ Funds)	\$ 418,199	\$ 370,232	\$ 47,967
Operating Assistance (FY 23/24)	\$ 4,729,274	\$ 2,364,637	\$ 2,364,637
Late Night and Sunrise Demo Project (JARC)	\$ 295,570	\$ 147,785	\$ 147,785
Unhoused Employment Transportation (JARC)	\$ 280,000	\$ 140,000	\$ 140,000
	<u>\$ 5,723,043</u>	<u>\$ 3,022,654</u>	<u>\$ 2,700,389</u>
<u>Planning Assistance</u>			
GCTD Route Planning Restoration Plan (ARP)	\$ 113,100	\$ 113,100	\$ -
	<u>\$ 113,100</u>	<u>\$ 113,100</u>	<u>\$ -</u>
<u>Capital Assistance</u>			
GCTD 16 Near-Zero Emissions Bus Replacement and hydoren upgrade for 5 FCEBs (CMAQ Funds)	\$ 13,455,859	\$ 11,912,472	\$ 1,543,387
Purchase five (5) hydrogen fuel buses (FCEBs) and construct a hydrogen fueling station (LONO funds)	\$ 14,255,703	\$ 12,118,000	\$ 2,137,703
Preventive Maintenance (FY 23/24)	\$ 3,375,000	\$ 2,700,000	\$ 675,000
Business System Upgrades	\$ 625,000	\$ 500,000	\$ 125,000
Replace 9 Buses (CMAQ)	\$ 6,413,645	\$ 5,678,000	\$ 735,645
Operations and Maintenance Facility Debt Service	\$ 773,076	\$ 618,461	\$ 154,615
Operations and Maintenance Facility Debt Service (FY 21/22) (5339 Funds)	\$ 13,451	\$ 13,451	\$ -
Operations and Maintenance Facility Debt Service (5339 Funds)	\$ 622,612	\$ 622,612	\$ -
ADA Paratransit Service (FY 23/24)	\$ 1,561,893	\$ 1,249,514	\$ 312,379
	<u>\$ 41,096,239</u>	<u>\$ 35,412,510</u>	<u>\$ 5,683,729</u>
Total Gold Coast	<u>\$ 46,932,382</u>	<u>\$ 38,548,264</u>	<u>\$ 8,384,118</u>
Ventura County Transportation Commission			
<u>Operating Assistance</u>			
VCTC Intercity Operating Assistance (FY 22/23)	\$ 1,000,000	\$ 500,000	\$ 500,000
VCTC Intercity Operating Assistance (FY 23/24)	\$ 3,098,094	\$ 1,549,047	\$ 1,549,047
Ventura County Human Services Agency RAIN TLC Work Reliability Transport (JARC)	\$ 14,196	\$ 11,357	\$ 2,839
	<u>\$ 3,112,290</u>	<u>\$ 2,060,404</u>	<u>\$ 1,551,886</u>
<u>Planning Assistance</u>			
Transit Planning and Prioritization (FY 22/23)	\$ 495,364	\$ 396,291	\$ 99,073
Regional Transit Information Center (FY 23/24)	\$ 51,875	\$ 41,500	\$ 10,375
Countywide Transit Outreach (FY 22/23) (CMAQ Funds)	\$ 636,000	\$ 636,000	\$ -
	<u>\$ 1,183,239</u>	<u>\$ 1,073,791</u>	<u>\$ 109,448</u>
<u>Capital Assistance</u>			
Fare Collection/APC Data Management (5307)	\$ 506,875	\$ 405,500	\$ 101,375
VCTC Intercity Rehab / Facility Lease (FY 23/24) (Sec 5339)	\$ 190,930	\$ 190,930	\$ -
Metrolink Preventive Maintenance (FY 23/24)	\$ 3,294,451	\$ 3,294,451	\$ -
Metrolink Capital Rehab (FY 23/24)(Sec 5337)	\$ 8,741,298	\$ 8,741,298	\$ -
Metrolink Prev Maintenance (FY 23/24)(Sec 5337)	\$ 1,622,530	\$ 1,622,530	\$ -
	<u>\$ 14,356,084</u>	<u>\$ 14,254,709</u>	<u>\$ 101,375</u>
Total VCTC	<u>\$ 18,651,613</u>	<u>\$ 17,388,904</u>	<u>\$ 1,762,709</u>

FY 2022/23 Federal Transit Program of Projects

	Total Cost	Federal Share	Local Share & Other
Valley Express			
<u>Operating Assistance</u>			
Operating Assistance (FY 23/24)	\$ 1,297,984	\$ 648,992	\$ 648,992
Valley Express New Fillmore to Moorpark Route (CMAQ Funds)	\$ 2,094,984	\$ 1,854,689	\$ 240,295
	<u>\$ 3,392,968</u>	<u>\$ 2,503,681</u>	<u>\$ 889,287</u>
<u>Capital Assistance</u>			
Valley Express Bus Replacement (5339)	\$ 482,500	\$ 386,000	\$ 96,500
Preventive Maintenance (FY 23/24)	\$ 540,828	\$ 432,662	\$ 108,166
	<u>\$ 1,023,328</u>	<u>\$ 818,662</u>	<u>\$ 204,666</u>
Total Valley Express	<u>\$ 3,933,795</u>	<u>\$ 2,936,343</u>	<u>\$ 997,452</u>
TOTAL	\$69,517,790	\$ 58,873,511	\$ 11,144,279
THOUSAND OAKS/MOORPARK URBANIZED AREA			
Ventura County Transportation Commission			
<u>Operating Assistance</u>			
Ventura County Human Services Agency RAIN TLC Work Reliability Transport (JARC)	\$ 64,108	\$ 51,286	\$ 12,822
	<u>\$ 64,108</u>	<u>\$ 51,286</u>	<u>\$ 12,822</u>
<u>Planning Assistance</u>			
Transit Planning and Prioritization (FY 22/23)	\$ 440,626	\$ 352,501	\$ 88,125
Bus Service Planning (FY 22/23)	\$ 68,386	\$ 54,709	\$ 13,677
	<u>\$ 509,013</u>	<u>\$ 407,210</u>	<u>\$ 101,803</u>
<u>Capital Assistance</u>			
Valley Express Bus Replacement (5339)	\$ 205,000	\$ 164,000	\$ 41,000
VCTC Intercity Preventive Maintenance (FY 23/24)	\$ 634,088	\$ 507,270	\$ 126,818
VCTC Intercity Rehab / Facility Lease (FY 23/24) (Sec 5339)	\$ 118,418	\$ 94,734	\$ -
Metrolink Preventive Maintenance (FY 23/24)	\$ 1,172,111	\$ 1,172,111	\$ -
Metrolink Capital Rehab (FY 23/24)(Sec 5337)	\$ 5,353,084	\$ 5,353,084	\$ -
Metrolink Prev Maintenance (FY 23/24)(Sec 5337)	\$ 1,838,999	\$ 1,838,999	\$ -
	<u>\$ 9,321,699</u>	<u>\$ 9,130,198</u>	<u>\$ 167,818</u>
Total VCTC	<u>\$ 9,894,819</u>	<u>\$ 9,588,694</u>	<u>\$ 282,442</u>
City of Thousand Oaks			
<u>Operating Assistance</u>			
Operating Assistance (FY 22/23)	\$ 1,998,662	\$ 999,331	\$ 999,331
Employee Rideshare Operations (JARC)	\$ 50,000	\$ 25,000	\$ 25,000
	<u>\$ 2,048,662</u>	<u>\$ 1,024,331</u>	<u>\$ 1,024,331</u>
<u>Capital Assistance</u>			
Van Purchase Employee Rideshare (JARC)	\$ 70,000	\$ 35,000	\$ 35,000
Replacement Bus Washer (Sec 5339)	\$ 625,000	\$ 500,000	\$ 125,000
Bus Shelter Enhance and Replace (Sec 5339)	\$ 318,815	\$ 255,052	\$ 63,763
Bus Shelter Enhance and Replace (Sec 5307)	\$ 306,185	\$ 244,948	\$ 61,237
Two (2) Replacement EV Buses Cost Increase (CMAQ)	\$ 677,736	\$ 600,000	\$ 77,736
EV Charging Infrastructure (CMAQ)	\$ 2,850,000	\$ 1,750,000	\$ 1,100,000
	<u>\$ 4,847,736</u>	<u>\$ 3,385,000</u>	<u>\$ 1,462,736</u>
Total Thousand Oaks	<u>\$ 6,896,398</u>	<u>\$ 4,409,331</u>	<u>\$ 2,487,067</u>

FY 2022/23 Federal Transit Program of Projects

	Total Cost	Federal Share	Local Share & Other
City of Moorpark			
<u>Operating Assistance</u>			
Operating Assistance (FY 23/24)	\$ 500,000	\$ 250,000	\$ 250,000
Pilot On-Demand Rideshare Program (FY 22/23)	\$ 135,000	\$ 54,000	\$ 81,000
Pilot On-Demand Rideshare Program (FY 23/24)	\$ 200,000	\$ 80,000	\$ 120,000
	<u>\$ 835,000</u>	<u>\$ 384,000</u>	<u>\$ 451,000</u>
<u>Capital Assistance</u>			
Two (2) Electric Buses (CMAQ)	\$ 1,500,000	\$ 1,327,950	\$ 172,050
Preventive Maintenance (FY 22/23)	\$ 150,000	\$ 120,000	\$ 30,000
Dial-a-Ride Capital Leases (FY 22/23)	\$ 160,483	\$ 64,193	\$ 96,290
	<u>\$ 1,810,483</u>	<u>\$ 1,512,143</u>	<u>\$ 298,340</u>
Total Moorpark	<u>\$ 2,645,483</u>	<u>\$ 1,896,143</u>	<u>\$ 749,340</u>
TOTAL	\$ 19,436,700	\$ 15,894,168	\$ 3,518,848
CAMARILLO URBANIZED AREA			
Ventura County Transportation Commission			
<u>Capital Assistance</u>			
Valley Express Bus Replacement (5339)	\$ 220,000	\$ 176,000	\$ 44,000
<u>Planning Assistance</u>			
Transit Planning and Prioritization (FY 22/23)	\$ 223,223	\$ 178,578	\$ 44,645
Total VCTC	\$ 443,223	\$ 354,578	\$ 88,645
City of Camarillo			
<u>Operating Assistance</u>			
Operating Assistance (FY 23/24)	\$ 1,086,150	\$ 543,075	\$ 543,075
MetroLink Station Maintenance FY 23/24)	\$ 62,000	\$ 31,000	\$ 31,000
Total Operating	\$ 1,148,150	\$ 574,075	\$ 574,075
<u>Capital Assistance</u>			
One Electric Vehicle Replacement (Sec 5339)	\$ 320,000	\$ 256,000	\$ 64,000
Six (6) Replacement Buses (Sec 5339)	\$ 536,545	\$ 429,236	\$ 107,309
Six (6) Replacement Buses (Sec 5307)	\$ 151,404	\$ 121,123	\$ 30,281
ADA Paratransit Service (FY 23/24)	\$ 616,500	\$ 184,292	\$ 432,208
Bus Preventive Maintenance (FY 23/24)	\$ 826,000	\$ 660,800	\$ 165,200
Total Capital	<u>\$ 1,624,449</u>	<u>\$ 1,651,451</u>	<u>\$ 633,798</u>
Total Camarillo	<u>\$ 2,772,599</u>	<u>\$ 2,225,526</u>	<u>\$ 1,207,873</u>
TOTAL	\$ 3,215,821	\$ 2,580,104	\$ 1,296,517
SIMI VALLEY URBANIZED AREA			
Ventura County Transportation Commission			
<u>Planning Assistance</u>			
Transit Planning and Prioritization (FY 23/24)	\$ 397,401	\$ 317,921	\$ 79,480
<u>Capital Assistance</u>			
Valley Express Bus Replacement (5339)	\$ 437,500	\$ 350,000	\$ 87,500
Total VCTC	\$ 834,901	\$ 667,921	\$ 166,980
City of Simi Valley			
<u>Operating Assistance</u>			
Operating Assistance (FY 23/24)	\$ 7,499,448	\$ 3,749,724	\$ 3,749,724
	<u>\$ 7,499,448</u>	<u>\$ 3,749,724</u>	<u>\$ 3,749,724</u>
<u>Capital Assistance</u>			
Two (2) EV Buses and two (2) charging stations for Community Service Route (CMAQ Funds)	\$ 1,750,001	\$ 1,549,276	\$ 200,725
Two Replacement Buses (CMAQ)	\$ 1,029,588	\$ 911,494	\$ 118,094
Preventive Maintenance (FY 23/24)	\$ 357,300	\$ 285,840	\$ 71,460
Bus and Bus Facilities Replacement & Rehab (Sec 5339)	\$ 983,804	\$ 787,043	\$ 196,761
Non Fixed-Route ADA Paratransit Capital (5307)	\$ 461,776	\$ 369,421	\$ 92,355
Dispatch Software (5307)	\$ 11,000	\$ 8,800	\$ 2,200
Transit Mangement System (5307)	\$ 80,000	\$ 64,000	\$ 16,000
	<u>\$ 4,673,469</u>	<u>\$ 3,975,874</u>	<u>\$ 697,595</u>
Total Simi Valley	<u>\$ 12,172,917</u>	<u>\$ 7,725,598</u>	<u>\$ 4,447,319</u>
TOTAL	\$ 13,007,818	\$ 8,393,519	\$ 4,614,299



Item #11

January 6, 2023

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
**SUBJECT: STATUS OF FUTURE STATE TRANSPORTATION REVENUES –
PRESENTATION BY STEVEN KECK, CALTRANS CHIEF FINANCIAL
OFFICER**

RECOMMENDATION:

- Receive and file.

BACKGROUND:

Since the early twentieth century, per-gallon fuel taxes have been the basic source of funds for transportation maintenance, operations, and improvements. As fuel efficiency has increased, the fuel tax revenue per vehicle mile had dropped significantly, and is expected to drop dramatically as California approaches the transition to zero-emission vehicles. As a result, there has been interest for many years in replacing the fuel tax with a tax based on Vehicle Miles Traveled (VMT). In 2015, California launched its pilot program to experiment with various methods for implementing road users charge, and this work has been ongoing. At today's meeting, Caltrans Chief Financial Officer Steven Keck has agreed to present to the Commission a report on California's fuel tax revenues and the proposed California Road Charge Program.



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Item # 12

January 6, 2023

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: AMANDA FAGAN, DIRECTOR OF PLANNING & SUSTAINABILITY

SUBJECT: REGIONAL BROADBAND INFRASTRUCTURE UPDATE

RECOMMENDATION:

- *Receive and file a presentation regarding regional broadband infrastructure and the potential use of the Santa Paula Branch Line right-of-way for broadband development.*

BACKGROUND:

On May 7, 2021, County of Ventura Chief Information Officer Terry Theobold presented to the Commission an overview of the County's efforts related to regional broadband infrastructure deployment, with a focus on middle mile infrastructure. Since that time, VCTC staff have communicated with the County and its contract advisors, Magellan Advisors, and have provided two letters of support for grant applications related to broadband deployment.

The Ventura County Transportation Commission (VCTC) serves as the regional transportation planning agency for Ventura County and is committed to continually improving Ventura County's transportation system through enhanced mobility and to preserving the quality of life enjoyed by Ventura County Residents. Telework, telehealth, and improved access to remote services through broadband infrastructure can help to reduce emissions and manage congestion and are an important piece of solving 21st Century transportation challenges.

VCTC also owns and manages the 32-mile Santa Paula Branch Line (SPBL) railroad, which extends from Ventura through Santa Paula, Fillmore, and Piru, through the Santa Clara River Valley and the along State Route 126 corridor. This area has a particular need for improved broadband access, and the SPBL corridor has been identified as a key resource for middle mile broadband deployment. To support the County's planning efforts, VCTC staff have provided past studies, maps, and a draft utilities license agreement template for use of the SPBL corridor. No commitments have been made at this time, and additional study and Commission direction will be needed before VCTC would be asked to formally approve access to the SPBL for deployment of additional broadband infrastructure.

Mr. Theobold will provide the Commission with an update on the status of regional broadband infrastructure initiatives in Ventura County.



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