

MEMORANDUM OF UNDERSTANDING
BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
GOLD COAST TRANSIT DISTRICT
FY2024 ACCESS FOR ALL FUNDING

This Memorandum of Understanding (“MOU”) is effective this 1st day of July 2023 (“Effective Date”) between Ventura County Transportation Commission (hereinafter referred to as “VCTC”) and Gold Coast Transit District (hereinafter referred to as “GCTD”) with respect to the following recitals:

WHEREAS, Senate Bill 1376 (2018) designated the California Public Utilities Commission (CPUC) as the administrative agency for the Access for All program; and,

WHEREAS, VCTC serves as the Local Access Fund Administrator for the Transportation Network Company Access for All Program to administer a funding program for local Access Providers for on-demand wheelchair-accessible vehicle (WAV) transportation services; and,

WHEREAS, VCTC released a call for projects for Access Providers in January 2023; and,

WHEREAS, the VCTC approved GCTD as an Access Provider eligible to receive Access for All program funding for the purposes of purchasing wheelchair-accessible vehicles to support GCTD’s GO Now South Oxnard micro-transit pilot project.

IN CONSIDERATION of the mutual duties set forth in the Grant Program Guidelines including CPUC requirements (Attachments A and B), the parties agree that the purpose and intent of this agreement are set forth the mutual responsibilities involving VCTC and GCTD as outlined:

NOW THEREFORE THE PARTIES DO AGREE AS FOLLOWS:

I. FUNDING/PROGRAM MANAGEMENT

1. **ASSIGNMENT OF PARTICIPANTS:** VCTC hereby agrees to provide \$131,246 in Access for All program funds to GCTD towards the purchase of wheelchair-accessible vehicles within 30 days upon receipt of an invoice for such purchase by the GCTD.

2. **SCOPE OF SERVICES:** GCTD shall purchase two (2) wheelchair-accessible vehicles for the GO Now South Oxnard micro-transit service using GCTD funds for vehicle costs in excess of the awarded grant amount.
3. **DURATION OF MOU AND AUTHORIZATION TO PROCEED:**
The terms of this MOU shall commence July 1, 2023 and shall terminate June 30, 2024.
4. **NOTICES:** All notices to VCTC under this MOU shall be in writing and sent to:

Martin R. Erickson, Executive Director
Ventura County Transportation Commission
751 Daily Drive, Suite 420
Camarillo, CA 93010

All notices to GCTD under this MOU shall be in writing and sent to:

Vanessa Rauschenberger, General Manager
Gold Coast Transit District
1901 Auto Center Drive
Oxnard, CA 93036

Notices may also be sent in writing via email to recipients designated by the respective VCTC Executive Director and GCTD General Manager.

5. **METHOD OF PAYMENT:**
 - a. VCTC shall provide reimbursement payment to GCTD upon GCTD's submittal of an invoice toward the cost of purchasing wheelchair-accessible vehicles not exceeding a total amount of \$131,246. Payment shall be made to GCTD as promptly as fiscal procedures will permit, generally within thirty (30) days of receipt of a properly submitted invoice.
 - b. The total amount payable by VCTC to GCTD pursuant to this contract shall not exceed \$131,246 ("Total Amount"). GCTD agrees and understands that the Total Amount of obligated funds must be used and expended by June 30, 2024. Funds remaining unexpended beyond this date will revert back to VCTC.
6. **QUARTERLY REPORTING:** GCTD shall submit quarterly reports in accordance with Appendix C found in Attachment A within 30 days of the end of each quarter beginning July 1, 2023 for the term of this MOU.
7. **AMENDMENTS TO THE MOU:** The provisions of this MOU may be amended upon written acceptance and ratification of any such amendment by both VCTC and GCTD.

8. RECORDS, AUDIT, AND REVIEW:

- a. Access Funds shall only be used in accordance with the Access for All Program Requirements. AFAs and Access Providers receiving Access Funds must adhere to the Program Requirements established by the CPUC, including the use of standard governmental accounting practices, and agree to Program and financial audits as deemed appropriate by CPUC or other State control agencies at no charge to VCTC. AFAs and Access Providers that are found to be in noncompliance may be subject to, among other things depending on the violation: audit, suspension, or permanent disqualification from future participation in the Access for All Program.
- b. Pursuant to Public Utilities Code 314.6 (a), the CPUC may conduct any necessary audit, quality check verification, or discovery during project implementation and post-project completion. For this reason, all documentation pertaining to this program, including contracts with Access Providers, program-related records such as files, invoices, and other related documentation shall be retained and made available to CPUC upon request for the duration of the program and for three (3) years from the date of final Access Provider funding liquidation.

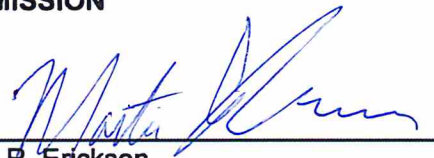
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GOLD COAST TRANSIT DISTRICT

**VENTURA COUNTY TRANSPORTATION
COMMISSION**




Vanessa Rauschenberger
General Manager



Martin R. Erickson
Executive Director

APPROVED AS TO FORM:



Steven T. Mattas
General Counsel