

**CONSULTANT SERVICES AGREEMENT BETWEEN
THE VENTURA COUNTY TRANSPORTATION COMMISSION AND
[NAME OF CONSULTANT]**

THIS AGREEMENT for consulting services is made by and between the Ventura County Transportation Commission ("VCTC") and Fehr & Peers ("Consultant") (together referred to as the "Parties") as of _____, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to VCTC the consulting services described in the Scope of Work attached as Exhibit A, and incorporated herein, 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 June 30, 2026, 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 referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in accordance with the skill, care, and diligence ordinarily exercised by professionals performing similar services in the same or similar locale and under the same or similar circumstances as Consultant under this Agreement.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that VCTC, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from VCTC of such desire of VCTC, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Consultant's obligations hereunder. However, notwithstanding the foregoing, Consultant shall not be liable or responsible for delays in the performance of its services due to circumstances beyond the reasonable control of Consultant.

Section 2. COMPENSATION. VCTC hereby agrees to pay Consultant a sum not to exceed \$299,971, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. VCTC shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from VCTC to Consultant for services rendered pursuant to this Agreement. Consultant

shall submit all invoices to VCTC in the manner specified herein. Except as specifically authorized by VCTC in writing, Consultant shall not bill VCTC for duplicate services performed by more than one person.

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

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

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

2.2 Monthly Payment. VCTC shall make monthly payments, based on invoices received, for services satisfactorily performed in accordance with this Agreement, and for authorized reimbursable costs incurred. VCTC shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. VCTC shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to VCTC of a final invoice, if all services required have been satisfactorily performed in accordance with this Agreement.

2.4 Total Payment. VCTC shall pay for the services to be rendered by Consultant pursuant to this Agreement. VCTC shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. VCTC shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 Reimbursable Expenses. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded and no separate additional amount is set aside for expenses.

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.

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 in accordance with this Agreement as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10 SCAG Funds and MOU Requirements. The Scope of Work provided for in this Agreement will be funded in whole or in part by the Southern California Association of Government's (SCAG) Regional Early Action Program (REAP) 2.0 funds. Consequently, Consultant's performance under this Agreement, including performance of all elements of the Scope of Work, must comply with the applicable provisions of the MEMORANDUM OF UNDERSTANDING No. M-010-24 (SCAG MOU) entered into between VCTC and SCAG, attached hereto as Exhibit C and incorporated herein as though fully set out herein. The following provisions from the SCAG MOU are specifically incorporated herein and the Consultant agrees that it is bound by such provisions:

- i. Section 3.c. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0)
- ii. Section 3.e. – 3.g. (Scope of Work and Sub-Recipient's Responsibilities – procurements)

- iii. Section 3.k. (Scope of Work and Sub-Recipient's Responsibilities – penalty of perjury)
- iv. Section 5.e. (Funding – repayment of ineligible costs)
- v. Section 6 (Invoices)
- vi. Section 7 (Reporting)
- vii. Section 8 (Accounting)
- viii. Section 9 (Allowable Uses of Grant Funds)
- ix. Section 10 (Work Products)
- x. Section 13 (Insurance)
- xi. Section 14 (Indemnification)
- xii. Section 18 (Records Retention)
- xiii. Section 19 (Monitoring and Audits)
- xiv. Section 21 (Compliance with Laws, Rules, and Regulations)
- xv. Section 22 (Public Works and Construction)
- xvi. Section 23 (Conflict of Interest)
- xvii. Section 24 (Independent Contractor)
- xviii. Section 25 (Assignment)
- xix. Section 26 (Release of Information)

The above-listed provisions shall survive expiration or termination of the SCAG MOU and this Agreement. Consultant shall include a requirement in all agreements that Consultant enters into with subconsultants or others to perform work under this Agreement that such agreements are also subject to the SCAG MOU and the above-listed provisions. However, notwithstanding the foregoing, Consultant shall not be bound by, and assumes no duty or obligation under, the requirements in Section 13.a. of the MOU to maintain (1) \$5,000,000 per occurrence and \$10,000,000 aggregate in General Liability Insurance, (2) Builders Risk Insurance, or (3) Pollution Liability Insurance.

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

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

forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to VCTC. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in the following amounts and in accordance with the following requirements:

i. 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 **\$2,000,000** 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.

ii. Automobile Liability. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

4.2.2 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 occurrence basis, and not on a claims-made basis.

- b. VCTC and SCAG, their officers, officials, employees, and volunteers (“VCTC Parties”) are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance covered shall be primary insurance as respects VCTC Parties. Any insurance or self-insurance maintained by VCTC Parties shall be excess of the Consultant’s insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to VCTC.
- e. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to VCTC Parties.

4.3 Professional Liability Insurance.

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

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five 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 must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.

- 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.

4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers.** Insurance shall be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by VCTC.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish VCTC with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.
- 4.4.3 Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of VCTC for any self-insured retentions over \$10,000 before beginning any of the services or work called for by any term of this Agreement. At the option of VCTC, either: the insurer shall reduce or eliminate such self-insured retentions as respects VCTC, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to VCTC guaranteeing payment of losses and related investigations, claim administration and defense expenses. If a policy includes a requirement that SIRs must be paid by named insureds, such policy shall be modified by special endorsement to permit the payment of SIRs by additional insureds.
- 4.4.4 Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.
- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- 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
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to VCTC, and hold harmless VCTC and SCAG and their respective officers, officials, employees from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of VCTC.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by VCTC, unless this time has been extended by VCTC. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by VCTC, may be retained by VCTC until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

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

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees

Retirement System (PERS) to be eligible for enrollment in PERS as an employee of VCTC, Consultant shall indemnify, defend, and hold harmless VCTC for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of VCTC.

Section 6. STATUS OF CONSULTANT.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which VCTC is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to VCTC that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to VCTC that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing,

Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses applicable to the work.

- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

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 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 termination; VCTC, however, may condition payment of such compensation upon Consultant delivering to VCTC any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the VCTC in connection with this Agreement.

- 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 a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if VCTC grants such an extension, VCTC shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, VCTC shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** VCTC and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a

determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to VCTC for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder ("Work Product") 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 Work Product 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. However, notwithstanding the foregoing, and any provision to the contrary herein, intellectual property owned or created by any third party other than Consultant, its subconsultants, or VCTC ("Third-Party Content"), and inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Consultant or its subconsultants prior to or independently of their

performance of this Agreement ("Background IP"), including such Third-Party Content or Background IP that Consultant or its subconsultants may employ in its performance of this Agreement, or may incorporate into any part of the Work Product, shall not be the property of VCTC. Consultant, or its subconsultants as applicable, shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all such Background IP. Consultant, and its subconsultants as applicable, grant VCTC an irrevocable, non-exclusive, non-transferable, royalty-free license in perpetuity to use, reproduce, prepare derivative works based upon, distribute, disclose, derive from, perform, and display, such Background IP, but only as an inseparable part of, and only for the purpose intended by creation of, the Work Product. In the event the Work Product contains, or incorporates, any Third-Party Content, or derivative work based on such Third-Party Content, or any compilation that includes such Third-Party Content, Consultant shall secure all licenses to any such Third-Party Content, but only as an inseparable part of the Work Product, where such licenses are necessary for VCTC to utilize and enjoy Consultant's services and the Work Product for their intended purposes.

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 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 \$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 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including 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 Ventura County 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 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 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 Aubrey Smith ("Contract Administrator"). All correspondence, communications and meetings shall be directed to or through the Contract Administrator or their designee. The Consultant shall only take direction regarding the services provided under this Agreement from the Contract Administrator. Furthermore, Consultant agrees that the Contract Administrator shall be included any meeting, teleconference or written communication between any VCTC representative including Commission members and the Consultant. VCTC may modify the Contract Administrator at any time upon providing written notice to the Consultant.

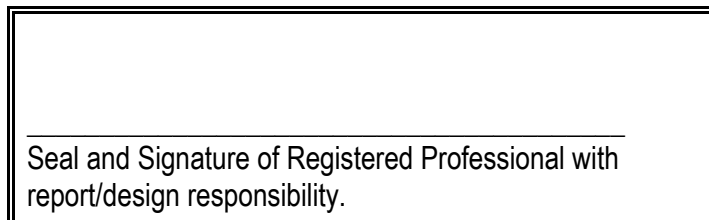
10.10 Notices. Any written notice to Consultant shall be sent to:

Fehr and Peers
Attn: Sarah Brandenburg
600 Wilshire Boulevard, Suite 1050
Los Angeles, CA 90017

Any written notice to VCTC shall be sent to:

Ventura County Transportation Commission
Attn: Executive Director
751 E. Daily Drive, Ste. 420
Camarillo, CA 93010

10.11 Professional Seal. Where applicable in the determination of the 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, represents the entire and integrated agreement between VCTC and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services and 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.

[SIGNATURES ON FOLLOWING PAGE]

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

VENTURA COUNTY TRANSPORTATION COMMISSION

FEHR AND PEERS

Martin Erickson, Executive Director

Sarah Brandenburg, Regional
Principal-in-Charge

Approved as to Form:

Lindsay D'Andrea, General Counsel

EXHIBIT A
SCOPE OF SERVICES

Ventura County Bus Stop Inventory and Assessment

JUNE 30, 2025

REVISED AND RESUBMITTED IN RESPONSE TO VCTC'S REQUEST FOR BEST AND FINAL OFFER (BAFO).
MODIFICATIONS ARE BOLDED AND UNDERLINED THROUGHOUT THE PROPOSAL.

CONTACT PERSON(S)

ALEX MURRAY

PROJECT MANAGER
A.MURRAY@FEHRANDPEERS.COM
415.684.7382

AUTHORIZED SIGNER

SARAH BRANDENBERG

REGIONAL PRINCIPAL-IN-CHARGE
S.BRANDENBERG@FEHRANDPEERS.COM
213.261.3075

SUBMITTED BY

FEHR & PEERS

600 WILSHIRE BOULEVARD, SUITE 1050
LOS ANGELES, CA 90017



Table of Contents

02

TABLE OF CONTENTS

N/A

A

APPENDIX

Request for Clarifications
(VCTC Letter & Our Response,
VCTC BAFO & Response
Letter, and Schedule)

SEPARATE ATTACHMENT

- 01 COVER PAGE
- 02 TABLE OF CONTENTS
- **03 LETTER OF TRANSMITTAL**
- 04 PROFILE OF THE PROPOSER
- 05 STATEMENT OF QUALIFICATIONS
- 06 PROJECT TEAM
- 07 PROJECT APPROACH
- 08 INNOVATIVE APPROACHES
- 09 LIST OF REFERENCES
- 10 COST PROPOSAL

May 2, 2025



Ventura County Transportation Commission

Aubrey Smith, Program Manager | Regional Transit Planning
asmith@goventura.org

RE: Request for Proposals (RFP) for Bus Stop Inventory and Assessment

Dear Aubrey,

Fehr & Peers is pleased to provide this proposal for the Ventura County Bus Stop Inventory and Assessment. We are looking forward to building on our understanding of Ventura County's stakeholders and unique planning needs, which we've developed through our prior work with VCTC on the Transit Integration & Efficiency Study (TIES), ongoing work on the Short-Range Transit Plan, and other planning efforts in partnership with the Ventura County Public Works Agency. Fehr & Peers brings a unique blend of pedestrian, accessibility, and transit planning to our bus stop amenity work. Bus stops are often a rider's first impression of an agency. Getting that first impression right can have lasting impacts on rider experience and retention. We see success in this project building on the following:

Understanding the rider experience with comprehensive data

Our team of planners and engineers will make sure that Ventura County's rider experience, accessibility, and transit operational considerations are our central focus during the development of the bus stop and train station inventory. The transit stop inventory will be guided by field-verified data and a robust QA/QC process to ensure accuracy and consistency, a process we recently put to practice for San Mateo County's inventory of bus stops. From bus pads, red curbs, pedestrian obstructions, and crosswalks, our team understands that a comprehensive, consistent, and reliable bus stop amenity database will make a powerful impact on staff's ability to streamline planning decisions.

Making a powerful and intuitive database

To ensure that Ventura County's Bus Stop Inventory will be a useful tool for VCTC staff, it is important that the database is accessible, intuitive, and easy to use. Fehr & Peers has extensive experience developing user-friendly data dashboards for a variety of different project types that help to visualize complex datasets with maps and charts. The database will also include a variety of contextual information, such as heat vulnerability and equity data, allowing VCTC to drill down into the data with high levels of specificity and find, for example, bus stops in high heat zones that lack bus shelters, or stops near senior centers that lack marked crosswalks.

Effective, tailored engagement

We understand the importance of seeking stakeholder feedback on Ventura County's transit stops. Understanding each of Ventura County's various agencies' and jurisdictions' unique requirements will be key to this project's success. Our team will also engage riders and members of the public. Understanding rider perspectives will allow us to build recommendations that respond directly to rider needs.

Fehr & Peers has extensive experience developing and applying prioritization frameworks to help agencies understand key locations to install bus stop improvements, most recently with the City of Los Angeles and San Mateo County (SamTrans). Our team knows how to combine stakeholder feedback, operational information from different transit agencies, and other key considerations to assess what improvements should be installed at each bus stop. Our tested approach balances community priorities and the needs identified in the bus stop inventory to shape our recommendations. **If we are selected, we are fully committed and qualified to deliver this scope of work within the study duration outlined in the RFP.** We hope that our comprehensive approach to bus stop and train station amenities will help VCTC and its partner agencies when planning future improvements. Thank you for reviewing our proposal and we look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink that reads "Sarah Brandenburg".

Sarah Brandenburg, TE | Regional Principal-in-Charge & Authorized Signer

213.261.3075

s.brandenberg@fehrandpeers.com

- 01 COVER PAGE
- 02 TABLE OF CONTENTS
- 03 LETTER OF TRANSMITTAL
- **04 PROFILE OF THE PROPOSER**
- 05 STATEMENT OF QUALIFICATIONS
- 06 PROJECT TEAM
- 07 PROJECT APPROACH
- 08 INNOVATIVE APPROACHES
- 09 LIST OF REFERENCES
- 10 COST PROPOSAL

Firm Overview

Founded in 1985, **Fehr & Peers** is a national firm trusted by clients to be their partners in transportation planning and engineering for four decades.

As a full-service multimodal transportation planning and engineering firm, Fehr & Peers offers clients insight and expertise with all matters relating to transportation, and a deep bench of internal experts provide a full suite of in-house services for each of our projects. Fehr & Peers is among the largest firms in the United States focusing exclusively on transportation planning and engineering. Although we have grown from a small, local firm into a large national firm of nearly 400 experts, we remain steadfast in our commitment to thoughtful, personalized work for our clients and the communities we serve.

Transit Planning

Transit planning has been a core service of Fehr & Peers since our founding. Over the past 40 years, we have worked on transit planning, implementation, funding, and operations studies across the United States and in communities large and small. Our firm's experience covers the entire spectrum of transit services, from launching new routes, to developing transit service vision plans, to major system expansion studies. Our transit planning services also include bus stop planning, identifying necessary amenities, analyzing bus stop rebalancing plans, and preparing bus stop design guidelines.



We understand the importance of building a collective vision with stakeholders.

We understand that any future bus stop improvements will require buy-in from multiple partner agencies and community members. Transit improvements involve multiple stakeholders, such as transit agencies, cities, countywide agencies, riders, and members of the public. Any changes to transit stop amenities will need approval from local jurisdictions, and we recognize the importance of building consensus to ensure that improvements can be installed on your streets.



We bring local knowledge and expertise.

We focus on work that benefits our communities at the local level, rather than at the national scale, which means we work deeply with a broad range of local clients, and bring an unparalleled sensitivity for community values and conditions to our transit work. Successful transit responds to local needs and concerns, so our plans and designs keep this local perspective at the forefront, creating projects that are both technically successful and accepted by the community.



We leverage innovative technology for data-based, concrete solutions.

Our use of rigorous planning methods, tools, and data enables us to create high-performing, future-oriented transit that supports the ability of all community members to access services and jobs in their neighborhoods and beyond. We ensure custom, data-backed solutions by applying our in-house tools (such as Reliability+ and Ridership+) in combination with other processes.

CORE SERVICES

We purposefully maintain a focus on transportation consulting. Our firm's services include the following:

- Transit Planning
- Transportation Engineering
- Active Transportation
- Climate & Resilience
- Communications & Engagement
- Data Science
- Emerging Technologies
- Equity in Transportation
- Land Use & Transportation
- Parking
- Safety
- Transportation Forecasting & Operations

OUR 2024 CLIENT SURVEY RESULTS



Clients said we met and exceeded expectations

98% 98% 98%

VALUE

QUALITY

SERVICE

99%

say they would use us again.

- 01 COVER PAGE
- 02 TABLE OF CONTENTS
- 03 LETTER OF TRANSMITTAL
- 04 PROFILE OF THE PROPOSER
- **05 STATEMENT OF QUALIFICATIONS**
- 06 PROJECT TEAM
- 07 PROJECT APPROACH
- 08 INNOVATIVE APPROACHES
- 09 LIST OF REFERENCES
- 10 COST PROPOSAL

Fehr & Peers has recently provided bus stop improvement, inventory, and assessment services and other various transit planning services for the following clients. As per the requirements of the RFP, Fehr & Peers has completed two bus stop improvement or similar projects within the past seven years.



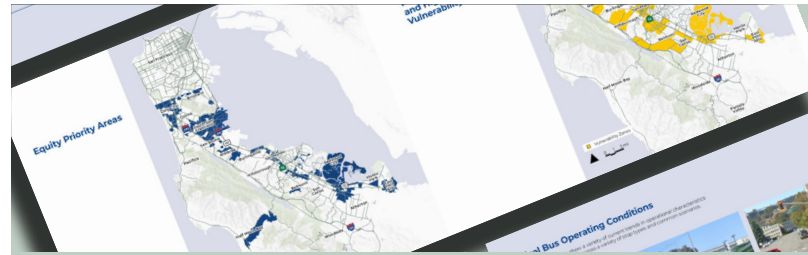
Proposed Personnel Involved:
Adrian Engel
Chelsea Richer

Duration of Services:
09/2022 - Present
(Ongoing)

City of Los Angeles Bureau of Street Services (StreetsLA) Sidewalk and Transit Amenities Program (STAP)

LOS ANGELES, CA

Fehr & Peers is providing planning, and engineering logistical support to StreetsLA for the implementation of the City's new Sidewalk and Transit Amenities (STAP) program. We are working as part of a large multidisciplinary team (led by Transito-Vector) responsible for the planning, design, manufacture, and installation of over 3,000 new bus shelters in advance of the 2028 Olympic Games. Fehr & Peers is specifically supporting the development of data management protocols and a plan for strategically clustering and sequencing the installation of bus shelters to maximize public benefit and the sustainability of the program. Fehr & Peers is also assisting with desktop and field-based data collection, and the preparation of site plans and electrical plans.



Proposed Personnel Involved:
Alex Murray
Natalie Chyba
Adrian Engel
Andy Meger

Duration of Services:
06/2022 - 07/2024
(BSIP)

**01/2025 - Present
(Amenity Designs)**

San Mateo County Transit District Bus Stop Implementation Plan & Amenity Designs

SAN MATEO COUNTY, CA

Fehr & Peers prepared a comprehensive Bus Stop Improvement Plan for SamTrans in San Mateo County. There are approximately 1,800 bus stops across the SamTrans service area, owned and managed by multiple cities. The Bus Stop Improvement Plan focuses on improving the comfort and experience of using and accessing bus stops, as well as operational improvements to the stops. Fehr & Peers prepared a needs assessment, focused on an inventory of bus stops in the SamTrans service area, to assess existing conditions. We then summarized this information in an interactive web-based dashboard. Concurrently, Fehr & Peers engaged with city staff to understand existing processes and barriers to making bus stop improvements, and facilitated a public outreach process to understand rider priorities. Following this needs assessment, Fehr & Peers updated design guidance for bus stop facilities, recommended priority locations for stop improvements, and identified an implementation strategy to partner with local jurisdictions.

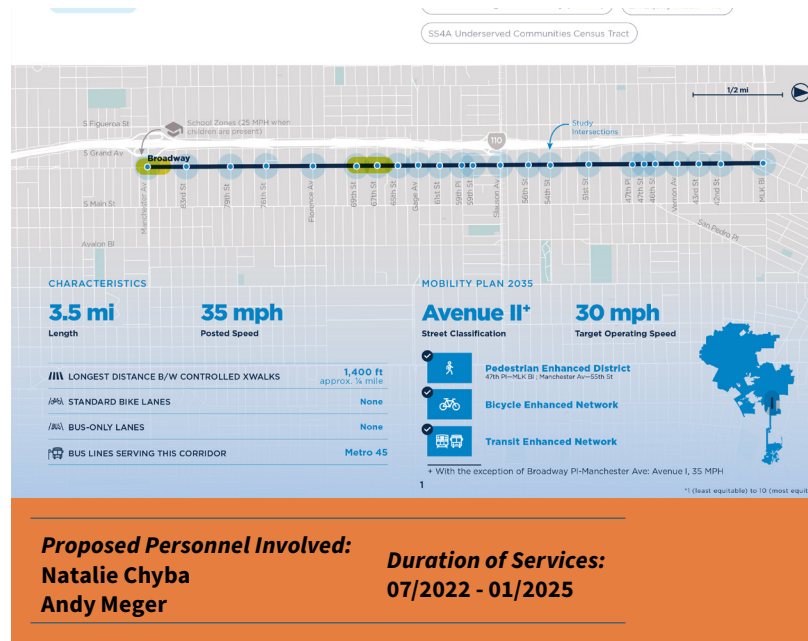
To SamTrans' ongoing BSIP efforts, Fehr & Peers is leading a team to develop a series of bus stop amenities. Our team is supporting SamTrans in the design of three shelter amenity concepts. The team is using feedback from members of the public to consolidate those designs into a single set of amenity standards.



San Mateo County Transit District El Camino Real/Grand Boulevard Initiative

SAN MATEO COUNTY, CA

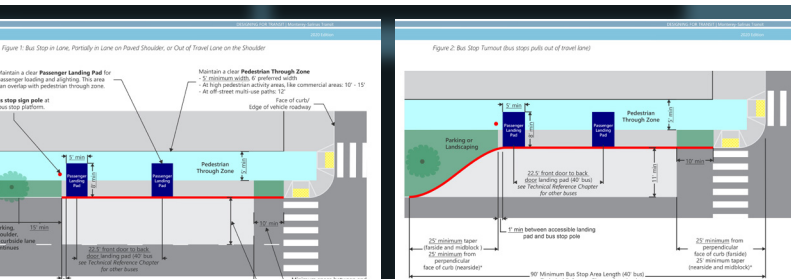
Fehr & Peers is developing a work program and strategy for the Grand Boulevard Initiative (GBI) and El Camino Real (ECR) Work Program. The first iteration of GBI began in 2006, as a collaboration between cities, agencies, nonprofits, and the private sector that aims to improve performance, safety, and aesthetics on El Camino Real. Now, SamTrans is leading a relaunch of GBI to focus on the current transportation challenges in San Mateo County. As part of this renewed effort, Fehr & Peers is supporting SamTrans in developing a countywide Action Plan to advance transit, active transportation, and safety improvements along El Camino Real.



City of Los Angeles Department of Transportation Vision Zero & Active Transportation Corridor Assessments

LOS ANGELES, CA

Over two project phases, Fehr & Peers has performed corridor transportation assessments for the Los Angeles Department of Transportation along 24 Vision Zero and active transportation corridors. This work was in support of implementing safety projects, and included summarizing volumes and speed data, Synchro analysis of existing and proposed project vehicle operations, evaluating parking utilization and curbside management, assessing transit operations and opportunities for stop improvements, identifying safety project enhancements, and mining publicly available scooter and e-bike trip data to understand demand for new mobility services. Additionally, we used StreetLight location-based services data to understand trip-making patterns to and from each corridor, cut-through traffic, and opportunities for mode shift to walking and biking. Our team developed a unified package of public-facing high-quality summary tables, infographics, and presentation materials to support conversations with elected officials and stakeholders.



This project was completed out of Fehr & Peers' Los Angeles office, where we will provide our services for VCTC's Bus Stop Inventory & Assessment.

Duration of Services:
08/2019 - 09/2020

Monterey-Salinas Transit Designing for Transit Manual

MONTEREY COUNTY, CA

Monterey-Salinas Transit (MST) engaged Fehr & Peers to update its 1996 guide on incorporating transit into local street design. MST desired a guide that would better serve its stakeholders at each of the 13 jurisdictions in its service area. The guide is meant to support staff in applying best practices to locating, upgrading, and designing new bus stops that are safe, accessible, and prioritize quality of service and reliability. Fehr & Peers crafted a new guide from the ground-up. It incorporates the latest best practices from sources such as the National Association of City Transportation Officials (NACTO), the Institute of Transportation Engineers (ITE), research published through the Transit Cooperative Research Program (TCRP), and the American Public Transit Association (ATPA). Fehr & Peers also incorporated input and feedback from the MST member jurisdictions who participated in a technical working session to refine the product and ensure it is locally-specific where needed.

Because good bus stop design is context-sensitive and cannot follow a cookie-cutter approach, the updated guide includes a decision-making flowchart. The flowchart helps the reader identify the conditions that determine each element of a bus stop from its location in relation to intersections, the elements needed to meet or exceed the Americans with Disabilities Act (ADA), to the desired amenities at a stop based on the level of service and ridership factors. The guide was made to be approachable for any reader and includes key text developed for specific audiences such as MST staff (to refer to for their own standards), City/County staff who may be directing the implementation on the ground, and Developers who may be planning to integrate a project with local transit.



This project was completed out of Fehr & Peers' Seattle office. Staff there are readily available to share their experiences and lessons learned.

Duration of Services:
03/2020 - 05/2022

King County Metro Transit Hubs Toolkit

SEATTLE, WA

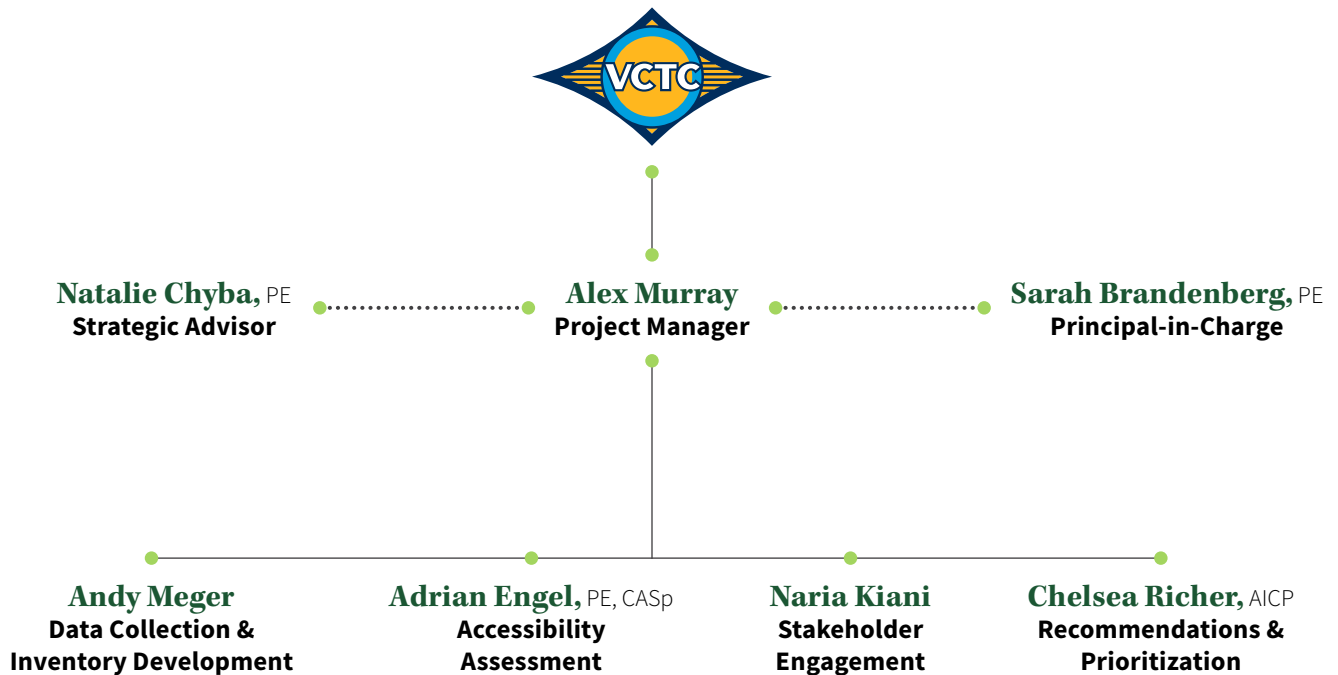
In partnership with Seattle's King County Metro Transit, Fehr & Peers produced a Transit Hubs Typology and Element Toolkit for planners to quickly determine which amenities are essential, recommended, and optional for different typologies of transit transfer hubs (i.e. bus stations, park-and-rides, and bus stops) in the Seattle region. The document will be directly used to inform a systematic investment program for bus stop improvements for upcoming Metro bienniums. As a starting point, we assessed existing transfer facilities and identified opportunities for improvements. We also completed a general background and existing conditions assessment; a peer review of passenger facilities to inform recommended elements for improving customer experience; assessment of customer engagement information that Metro has collected; review of current travel trends; and a thorough review of national and international best practices associated with facility design, including design approach, facility elements, wayfinding, and other features associated with overall customer experience.

- 01 COVER PAGE
- 02 TABLE OF CONTENTS
- 03 LETTER OF TRANSMITTAL
- 04 PROFILE OF THE PROPOSER
- 05 STATEMENT OF QUALIFICATIONS
- **06 PROJECT TEAM**
- 07 PROJECT APPROACH
- 08 INNOVATIVE APPROACHES
- 09 LIST OF REFERENCES
- 10 COST PROPOSAL

To identify the best way for VCTC to implement its transit vision, Fehr & Peers has assembled a team of top-tier transit specialists, multimodal enthusiasts, engagement experts, and transportation futurists. This team will bring both national best practices and in-depth local knowledge to work through the technical, political, financial, and logistical issues that must be considered when translating a bold vision into implementable action.

Organization Chart

The following organization chart outlines each member of the Fehr & Peers team, and shows their role on the project, and task assignments. Full resumes of our proposed **Project Manager**, **Principal-in-Charge**, and **Strategic Advisor** have been included in the subsequent pages. Please note that additional resumes have been included in the Appendix as a separate attachment.



Strategic Advisor Role: Natalie Chyba, in her role as the project’s strategic advisor, will use her experience leading similar data collection efforts for the City of Los Angeles and SamTrans to provide technical guidance for the project. She will review our data collection methodology before the inventory is collected, QA/QC the inventory and other deliverables, and provide guidance and recommendations for the project’s stakeholder engagement, accessibility assessment, and prioritization framework. As a registered Professional Engineer, she will also be able to weigh in on accessibility and design considerations that may affect our bus stop recommendations.



Alex Murray

Project Manager

Alex is a transportation planner with experience in transit planning, land use, and CEQA projects across Southern California and the San Francisco Bay Area. He has led and supported a range of transit planning projects, including speed and reliability studies, business and strategic plans, zero-emission bus transition plans, station area plans, and transit stop amenity improvements. His work also includes land use development projects, CEQA reviews, and transportation demand management plans.

Prior to joining Fehr & Peers, Alex worked for the Los Angeles County Metropolitan Transportation Authority (Metro), where he was a member of the TAP regional fare card team. At Metro, Alex supported the launch and expansion of several fare initiatives, including all-door bus boarding, discounted interagency transfer fares, and a new low-income fare discount program.

FEHR & PEERS

Education

Master of Urban & Regional Planning, University of California, Los Angeles
Bachelor of Arts, History, University of California, Los Angeles

Areas of Expertise

Transit Planning
SB 743 & CEQA
Land Use & Transportation
Bicycle & Pedestrian Planning

Affiliations

American Planning Association (APA)
Young Professionals in Transportation (YPT)

Years of Experience

Total: 6

With Fehr & Peers: 4

Relevant Experience

San Mateo County Transit District (SamTrans) Bus Stop Implementation Plan & Amenities Design Refresh San Mateo County, CA

Amenity Design Project Manager. Fehr & Peers prepared a Bus Stop Improvement Plan for SamTrans. There are approximately 1,800 bus stop across the SamTrans service area, owned and managed by multiple cities. The Bus Stop Improvement Plan focuses on improving the comfort and experience of using and accessing bus stops, as well as operational improvements to the stops. Fehr & Peers prepared a needs assessment focused on an inventory of bus stops in the SamTrans service area to assess existing conditions, summarizing this information in an interactive web-based dashboard. Concurrently, Fehr & Peers engaged with city staff to understand existing processes and barriers to making bus stop improvements and facilitated a public outreach process to understand rider priorities. Following this needs assessment, Fehr & Peers updated design guidance for bus stop facilities, recommended priority locations for stop improvements, and identified an implementation strategy to partner with local jurisdictions. Fehr & Peers is currently working with an architecture team to help SamTrans design implementation ready bus shelters for San Mateo County. Alex conducted peer agency interviews for the Bus Stop Improvement Plan and he is serving as project manager for the amenity design process.

SamTrans El Camino Real Bus Speed & Reliability San Mateo County, CA

Analyst. Fehr & Peers prepared a bus speed and reliability study for SamTrans' Route ECR to understand root causes of bus delay and identify transit prioritization measures. Route ECR is a 26-mile trunk service along State Route 82/El Camino Real that accounts for one quarter of SamTrans ridership despite a one-way travel time of over two hours. Fehr & Peers analyzed travel times and reliability using our Reliability+ tool to understand how bus speed and reliability varies by time of day and during the COVID-19 pandemic. This analysis was paired with an inventory of existing bus stop conditions, a public outreach process to identify corridor challenges, and engagement with city

staff and bus operators. Based on this analysis, Fehr & Peers prepared a detailed set of recommendations for near-term operational enhancements and a capital improvement plan for the corridor to achieve bus rapid transit-like service. These recommendations were presented at both a corridor-wide scale as well as an individual city-specific scale to streamline interface between SamTrans and its partner jurisdictions. In collaboration with cities and Caltrans, an implementation plan was developed to illustrate the different ways capital improvements can occur. Alex worked as an analyst on this study, providing recommendations for relocated bus stop amenities, bus stop rebalancing, and preparing stakeholder engagement materials.

San Francisco Bay Ferry Business Plan Bay Area, CA

Deputy Project Manager. Fehr & Peers is preparing a Business Plan for SF Bay Ferry to guide the development of the Bay Area's ferry network over the next 20 years. This Business Plan includes service planning, ridership forecasting, scenario planning, outreach and implementation planning including financing, organizational analysis, and service delivery approaches. The Business Plan created a Service Vision of new ferry routes and then identifies the steps needed to deliver that plan over the next decade. The Business Plan also documents SF Bay Ferry's role in the San Francisco Bay Area Region, highlights implementation challenges, and lays out a funding strategy for the agency's ferry expansion plans. Alex is serving as deputy project manager for this effort.

SamTrans El Camino Real Grand Boulevard Initiative San Mateo County, CA

Policy Project Manager. Fehr & Peers is developing a work program and strategy for the Grand Boulevard Initiative (GBI) and El Camino Real (ECR) Work Program. GBI is a collaboration between cities, agencies, nonprofits, and the private sector initiated in 2006, and restarted in 2024, that aims to improve performance, safety, and aesthetics on El Camino Real, a state highway. SamTrans is leading this relaunch to focus on transportation challenges in San Mateo County. Fehr & Peers is supporting SamTrans by developing a countywide Action Plan to advance transit, active transportation, and safety improvements along El Camino Real. Alex is leading this project's policy development.

Sound Transit Zero Emission Bus Transition Implementation Plan Seattle, WA

Project Manager. Fehr & Peers is leading an effort to develop a zero-emission bus transition plan for Sound Transit's bus services in the Seattle metropolitan area. Sound Transit provides a network of regional express bus services in the region, and the agency is evaluating ways to transition their fleet to battery electric vehicles. Fehr & Peers has assisted Sound Transit with this transition, evaluating fleet needs,

battery charging infrastructure, and providing an assessment of the agency's bus facilities. Alex is serving as project manager for this effort.

Caltrain Short Range Transit Plan Bay Area, CA

Analyst. Fehr & Peers prepared a short-range transit plan for Caltrain for FY2023-28. The SRTP considered COVID-19 recovery efforts and uncertainties with a narrower five-year focus on service planning, funding, and regional coordination. The SRTP incorporated scenario planning efforts conducted in the Caltrain Business Plan and changes associated with the Caltrain Modernization project, which electrified the Caltrain railroad. Alex worked as an analyst on this SRTP update. Alex worked as an analyst for this SRTP update.

San Francisco Municipal Transportation Agency (SFMTA) Temporary Emergency Transit Lanes San Francisco, CA

Analyst. Fehr & Peers assisted SFMTA with the management of their Temporary Emergency Transit Lanes (TETL). The TETL program was a critical component of SFMTA's response to the COVID-19 pandemic. The program installed transit lanes and other temporary transit speed and reliability improvements on key Muni lines to provide as much service as possible, minimize rider exposure to COVID-19, and build up transit resiliency and reliability throughout the pandemic and through economic recovery. Alex worked as an analyst for this project.

Marin Transit Francisco Bus Yard San Rafael, CA

Project Manager. Fehr & Peers prepared a CEQA and NEPA assessment for a Marin Transit bus yard that includes parking for 40 fixed-route buses, maintenance bays, refueling for both diesel and battery electric buses, and a bus washing facility. Fehr & Peers prepared a traffic study that evaluated CEQA impacts and conducted a local traffic analysis for the facility. Alex served as the project manager for this study.

Los Angeles Department of Transportation (LADOT)/Southern California Association of Governments (SCAG) SB743 VMT Mitigation Los Angeles County, CA

Analyst. Southern California Association of Governments (SCAG) and Los Angeles Department of Transportation (LADOT) identified a need to expand VMT mitigation options to achieve the region's sustainable transportation goals. Fehr & Peers helped the agencies explore mitigation programs that would provide flexible and equitable funding to increase sustainable mobility options and reduce VMT. As a part of this effort, Fehr & Peers provided an analysis of various VMT reducing transportation improvements, such as transit service enhancements and active transportation infrastructure.



Sarah Brandenberg PE

Principal-in-Charge

Sarah has over 20 years of experience with Fehr & Peers and is a licensed Traffic Engineer. Sarah has managed a variety of complex studies, such as transportation impact studies, EIR transportation sections, transportation planning studies, and corridor studies focused on roadway operations, transit and active transportation. Sarah has worked on multiple studies requiring VMT analysis in adherence with new CEQA guidelines. Other key projects include the City of Los Angeles Mobility Plan 2035 EIR, Beverly Hills On-Call Transportation Services, Westside Mobility Plan, Marina del Rey Mobility Plan, and Hollywood Community Plan Update. Sarah's ability to work closely with clients, complete a high-quality technical analysis, and clearly communicate study findings have been and will continue to be critical to project success.

FEHR & PEERS

Education

Bachelor of Science, Civil & Environmental Engineering,
California Polytechnic State
University-San Luis Obispo

Areas of Expertise

Land Use & Transportation
CEQA Updates under SB 743
Transportation Infrastructure &
Corridor Studies
Travel Demand Forecasting &
Traffic Operations
University Planning
Long Range Planning

Licenses & Certifications

Professional Engineer (PE)
California No. 2213

Affiliations

Institute of Transportation
Engineers (ITE)
Women's Transportation
Seminar (WTS)

Years of Experience

Total: 24

With Fehr & Peers: 24

Relevant Experience

Los Angeles County Department of Public Works Safety & Complete Streets Design Los Angeles County, CA

Principal-in-Charge. The project will update Los Angeles County Public Works' guidelines and policies for recommending traffic safety infrastructure, and provide resources to staff, including standard drawings and plans, to incorporate traffic safety improvements in future projects. The resulting guidelines and policies will utilize and institutionalize the principles of the Safe System Approach with the goal of proactively eliminating traffic-related fatalities and severe injuries on County-maintained roadways and set the bar as a regional best practice. Fehr & Peers is leading the stakeholder engagement with the TAC and Focus Groups (key staff from the development of updated practice for recommending traffic safety infrastructure, and the procurement of educational materials for priority treatments to communicate why treatments are implemented and how to use them.

Hollywood Community Plan Update Los Angeles, CA

Principal-in-Charge. Fehr & Peers, with Sarah as the Principal-in-Charge, is conducting a transportation analysis and nexus study for the Hollywood Community Plan Update for the City of Los Angeles. This includes an existing conditions analysis and evaluating future conditions using the City's travel demand model, which Fehr & Peers developed. Then the future Community Plan scenarios are being analyzed with possible transportation network improvements. Transportation mitigation measures could include the City's 2035 Mobility Plan, also prepared by Fehr & Peers, and tailored refinements for the Hollywood community. Fehr & Peers is responsible for the preparation of the Transportation section of the EIR for the Plan update. The Nexus Study evaluates impact assessment for determination of new developments' fair share contributions to transportation improvements based on VMT and VMT per capita.

**City of Los Angeles Mobility 2035, Mobility Element
Los Angeles, CA**

EIR Project Manager. Fehr & Peers, with Sarah as the EIR project manager, led a team to update the General Plan Mobility Element for the City of Los Angeles. From a selection of alternative approaches, the City chose to implement a multimodal layered-network with a context sensitive overlay to update its street classification system. Fehr & Peers used its previous work on the LA Street Classification and Benchmarking System study to develop concepts for a layered network and create new street standards. Through an extensive social media campaign and a series of meetings and workshops, Fehr & Peers framed the conversation in terms of transportation choices, where options and tradeoffs are clearly defined to reflect both aspirational goals and the constraints of conditions on the ground. Throughout the project, our team performed outreach and branding related to public engagement for the Mobility Element (called LA2B). In Phase 2 of the Mobility Plan update, Fehr & Peers led the team to prepare the technical analysis and EIR required for plan adoption. The City's Travel Demand Model, developed by our team, was used to develop non-traditional performance measures to quantify the benefits of the City's new layered network. As part of this effort, our team geo-coded all of the planned and pending transportation improvement projects in the City that can be used by staff going forward. LA2B created a new vision for mobility in the City of LA and provide the environmental clearance needed for implementation.

**City of Los Angeles Westside Mobility Plan
Los Angeles, CA**

Project Manager. Fehr & Peers, with Sarah as the Project Manager, led a multi-disciplinary team to develop a long-term comprehensive Mobility Plan for the Westside of the City of Los Angeles, California. The study included six major components: development of a state-of-the-art travel demand model; a mobility and rail connectivity study including the potential for north/south rail transit connections from the LAX area through the Westside and integration of transit, highway, bicycle and pedestrian modes; a comprehensive Westside parking study; updates to the Coastal Transportation Corridor and the West Los Angeles Transportation Specific Plans (including trip fee nexus studies for each); and a livable boulevards study addressing the integration of urban design/streetscape and transportation planning. The study included a substantial public outreach program to engage the community throughout the process. The Westside Mobility Plan blueprint is intended to serve as a catalyst for future action to improve transportation on the Westside.

**Wilmington EMPOWER Mobility & Action Plan
Los Angeles, CA**

Project Manager. Fehr & Peers, with Sarah as the Project Manager, led the Wilmington EMPOWER study. EMPOWER combined community input and our team's technical expertise to identify mobility challenges and opportunities for the Wilmington area. A comprehensive Mobility Plan to serve the community through 2035 along with an Action Plan outlining six to eight near-term transportation improvements was developed by our team. A comprehensive public outreach effort was formulated to engage the community in the study and gather input through an on-line MetroQuest survey. The outreach activities provided an overview of the study and gathered input from the community on various mobility topics, such as transit, bicyclists and pedestrians, trip reduction strategies and roadway infrastructure. We also developed an EMPOWER website to increase project exposure and expand access to the residential and business surveys. All public outreach materials were created in both English and Spanish. Fehr & Peers developed an informational brochure on traveling in the Wilmington area with useful and practical tips on using active modes of transportation and transit to reduce environmental impacts through personal mobility decisions.

**Marina del Rey Mobility Plan
Los Angeles, CA**

Project Manager. The County of Los Angeles has undertaken a process to update the Marina del Rey Local Coastal Program (LCP). As part of that effort, the County is developing a new vision that will guide development in Marina del Rey for the next 15 to 20 years. A key component of this effort is the development of a multi-modal mobility plan for the Marina, one that will serve the residents, visitors, boaters, and employees of the Marina safely and efficiently through a variety of transportation modes. Achieving this multi-modal mobility vision for the Marina required a creative and experienced team, and Fehr & Peers led the team to support the County during this process. Our team's work plan incorporated innovative approaches to measuring mobility performance, detailed evaluation of barriers to pedestrian and bicycle mobility within the Marina, and through our experience on the Westside Mobility Plan, and a deep understanding of how the transit, bicycle, pedestrian, and automobile facilities of Marina del Rey interact with the mobility system of the whole Westside area. We conducted a review of mobility best practices from relevant coastal communities to document the types of mobility strategies best suited to the unique needs of Marina del Rey and evaluated the existing circulation and transportation system in Marina del Rey to identify existing strengths, as well as opportunities for mobility improvements. Individual modes, such as auto, transit, pedestrian, bicycle, and water taxi were evaluated to document their performance individually as well as holistically, to document the overall performance of Marina del Rey's mobility network.



Natalie Chyba PE

Strategic Advisor

Natalie is a senior transportation engineer with a focus on transit, active transportation, and multimodal safety. She has helped cities and agencies across California complete projects ranging from jurisdiction-wide plans to corridor studies to 100% design. She particularly excels at communicating complex and technical efforts to a broad audience, including elected officials, policy makers, and community members, making her an invaluable resource on complex, multifaceted projects. She brings national expertise through her role on the ITE Complete Streets Council, which includes the Transit Subcommittee, and as the leader for the companywide Complete Streets Design practice area. Natalie roots her work in her everyday experiences as a walker, biker, and bus rider.

FEHR & PEERS

Education

Bachelor of Science, Civil Engineering, University of California, Berkeley

Areas of Expertise

Transit Planning
Active Transportation Planning
Complete Streets Design
Stakeholder Engagement
Community Outreach
Land Use & Transportation
Project Management
Written/Oral Communication

Licenses, Certifications & Awards

Professional Engineer (PE)
California No. 96567
2025 ITE Jeff Lindley Personal and Technical Excellence Award

Affiliations

Complete Streets Council,
Institute of Transportation Engineers - Chair

Years of Experience

Total: 9

With Fehr & Peers: 8

Relevant Experience

San Mateo County Transit District (SamTrans) Bus Stop Implementation Plan San Mateo County, CA

Project Manager. Natalie served as the Project Manager for SamTrans' Bus Stop Improvement Plan (BSIP). The BSIP project is a key component to moving forward SamTrans' goal of providing a comfortable, convenient, and dignified experience for riders accessing and waiting at bus stops. Through BSIP, the project team developed an inventory of conditions at over 1,800 bus stops systemwide, engaged with riders to understand their priorities at bus stops, developed new bus stop and multimodal corridor design guidelines, and established a capital improvement plan to get improvements in the ground. Fehr & Peers has also developed an online, ESRI-based bus stop dashboard for SamTrans staff to quickly visualize and analyze existing bus stop conditions.

San Francisco Municipal Transportation Agency (SFMTA) Temporary Emergency Transit Lanes San Francisco, CA

Project Manager. Natalie assisted SFMTA with the management of their Temporary Emergency Transit Lanes (TETL) program through a seconded staff position in their Transit Division. The TETL program was a critical component of the SFMTA's response to the COVID-19 pandemic. The program installed transit lanes and other temporary transit speed and reliability improvements on key Muni lines to provide as much service as possible, minimize rider exposure to COVID-19, and build up transit resiliency and reliability throughout the pandemic and through economic recovery. In her role, Natalie helped the SFMTA evaluate, document, and communicate the transit and safety benefits of the projects.

Los Angeles Department of Transportation 2028 Games Active Transportation Projects Los Angeles, CA

Project Manager. Fehr & Peers is assisting the City of Los Angeles in delivering 30 miles of transit, bike, and pedestrian investments ahead of the 2028 Olympic & Paralympic Games. We are conducting preliminary planning and analysis for all 30 miles of corridor, including auto delay per mile analyses and existing conditions documentation, and parking utilization on a subset of

corridors. Our team is also conducting an accessibility review of all 30 miles and prioritizing pedestrian improvements along the corridors to be designed and implemented in tandem with bike and transit investments. Our team is designing the bike and transit investments on 18 miles of corridor, designing a bike boulevard on eight miles of corridor, and supporting LADOT's in-house design efforts on the remaining miles. These are legacy corridors for the City of Los Angeles, including Sunset Boulevard, LA River to Downtown, Westwood Boulevard from UCLA (Olympic Village) to the E Line, and Venice/Pico connecting Downtown to the beach. Our team will lead engagement efforts to garner the political, stakeholder, and community support needed to get these projects in the ground ahead of the Games.

Ventura County Transportation Commission (VCTC) Transit Integration & Efficiency Study (TIES) Ventura County, CA

Technical Advisor. The Ventura County Transportation Commission and stakeholders representing transit operations from across the county evaluated opportunities to deliver transit more efficiently and improve offerings and rider experience. In light of the pandemic changing rider markets, uncertain funding streams, and regulations in response to climate change, VCTC and its partners examined potential changes to all aspects of transit administration, operations, and customer experience across eight agencies and their associated city governments. The study heavily engaged staff and decision makers across these communities to examine the administrative and functional changes that are possible, and how they could lead to better transit. Fehr & Peers developed a series of individual strategies the agencies could undertake collaboratively. Those individual strategies are organized into three alternatives ranging from continued independent administration with increased collaboration to a full consolidation into a single county-wide transit agency with regional responsibility in addition to the existing local service lines. This study represents the first step towards more concerted collaboration among the cities in Ventura County to provide the highest quality transit network possible.

Caltrain Business Plan San Francisco, San Mateo & Santa Clara Counties, CA

Outreach & Equity Lead. The Caltrain corridor encompasses 20 cities and three counties, all with their own unique sets of priorities, projects, and plans for growth. As the outreach lead, Natalie was responsible for working with Caltrain and engaging with stakeholders, including elected officials, policy makers, and the general public, to ensure each jurisdiction played an active part in the planning process. She worked directly with the client to develop and refine messaging for the Caltrain Business Plan and effectively communicate the highly technical components of the project. As the Equity Lead, Natalie helped craft the approach to evaluating and

incorporating equity into the long-range service vision and subsequent policy and planning recommendations.

Los Angeles Vision Zero & Active Transportation Corridor Assessments Los Angeles, CA

Project Manager. Fehr & Peers provided ongoing support to LADOT in analyzing their Vision Zero and Active Transportation corridor projects. Assessments include transit speed and reliability analysis and associated recommended bus stop improvements, vehicle operations and travel time analysis, collision patterns and countermeasure identification, parking inventory and utilization, trip-making patterns, speeding trends, and mode shift potential. A significant component of these corridor studies is the innovative application of big data sources such as Streetlight data, wejo data, transit automatic vehicle location and automated passenger counter data, parking meter data, and collision data to synthesize the existing opportunities and challenges on each corridor. Assessments are summarized in community-ready booklets that distill the technical analyses down into the most critical takeaways.

StreetsLA Olympics Legacy Streets Los Angeles, CA

Project Manager. Fehr & Peers was part of the StreetsLA Olympics Legacy Streets team, working with StreetsLA to develop a vision for connecting the Downtown Sports Parks ahead of the 2028 Olympics and Paralympics games. Fehr & Peers led the network development, including identifying transit priority, bike, and pedestrian investments, and led the technical stakeholder engagement components of the project. As the first Sports Park area to undergo network planning, Fehr & Peers was tasked with creating a replicable process for developing the recommended network and prioritizing investments. The Downtown Sports Park Network was crafted with the goal of improving safety, public health, accessibility, equity, sustainability, and resiliency across the study area, and was built with the City's asset management framework in mind.

StreetsLA One Infrastructure Plan Los Angeles, CA

Project Manager. Fehr & Peers worked with StreetsLA to develop their One Infrastructure Plan – a framework to integrate projects across City departments into one tool that can identify projects with overarching objectives. Understanding where projects overlap helps the City to combine those efforts to maximize project benefits and better leverage funding opportunities across disciplines. The One Infrastructure Plan includes extensive data collection and assessment of the City's grey, green, and blue infrastructure assets, plans, and capital projects; the development of an Esri-based prioritization tool; a funding source report; and a model corridor concept to demonstrate its efficacy.

- 01 COVER PAGE
- 02 TABLE OF CONTENTS
- 03 LETTER OF TRANSMITTAL
- 04 PROFILE OF THE PROPOSER
- 05 STATEMENT OF QUALIFICATIONS
- 06 PROJECT TEAM
- **07 PROJECT APPROACH**
- 08 INNOVATIVE APPROACHES
- 09 LIST OF REFERENCES
- 10 COST PROPOSAL

The Fehr & Peers team will deliver the project consistent with the scope of work and deliverables outlined in the RFP. For brevity, we have not repeated the RFP scope of work here. We are committed to delivering all required scope items included in the RFP, and the following work plan provides additional detail on how our team proposes to carry out each task. Unless otherwise noted, all deliverables will be finalized based on one set of consolidated comments from VCTC staff.

Please refer to the Cost Proposal for a detailed breakdown of staff assignments, including billing rates and hours allocated by subtask.

TASK 1 PLANNING & KICKOFF

Fehr & Peers will serve as the lead for the overall project administration and coordination with VCTC. As Project Manager, **Alex Murray** will coordinate the strategic direction, schedule, workload, and resource assignments of the technical team in direct coordination with VCTC staff.

Fehr & Peers will facilitate a kickoff meeting with VCTC staff to review project communication protocols, schedule, scope of work, and data needs. We will discuss existing data resources and our plans to collect Task 2's inventory of Ventura County's bus stop and train station amenities. The kickoff meeting is also an opportunity for us to better understand VCTC staff's communication preferences and working protocols, which are important to the success of the project. We will ensure that there are clear lines of communication throughout the project, and that we consult with VCTC staff on our analysis approach before we proceed with our work.



Fehr & Peers has included a draft project schedule in this proposal, which is included as Appendix A. The revised draft project schedule will be submitted in advance of the project meeting, when we have a clearer picture of the start date of this project. We will revise this schedule within seven business days of VCTC's review. Fehr & Peers will coordinate and hold bi-weekly

project management meetings with VCTC staff so that any issues or conflicts that arise that have the potential to affect schedule and budget are discussed and resolved in a timely manner.

Alex, in his role as project manager, will review all deliverables before they are submitted to VCTC staff. He will work with our project team to ensure that all deliverables meet our quality standards. All deliverables will also be reviewed by Natalie Chyba, in her role as strategic advisor and QA/QC lead, and by Sarah Brandenburg in her role as principal-in-charge. Our team will make necessary internal revisions to that work before it is submitted as a draft or final deliverable to VCTC staff. Fehr & Peers will follow VCTC's preference for deliverable review periods and our proposed schedule provides a minimum of 14 calendar days of review for each deliverable. More complex deliverables, such as this project's final report, will include up to four weeks of additional review time.

Deliverables:

- Project schedule, submitted ahead of the project kick-off and finalized within 7 business days of VCTC review. The schedule will be updated on an ongoing basis, following changes discussed in bi-weekly check-in meetings.
- Project in-person or virtual kickoff meeting, including agenda and meeting summary
- Bi-weekly virtual check-in meetings (22 meetings), including agendas and meeting summaries
- Monthly progress reports, including work product status, progress made in the prior month, anticipated task progress in the following 30 days, and any challenges and suggested resolution

TASK 2 DATA COLLECTION & INVENTORY DEVELOPMENT

Fehr & Peers will prepare an inventory of Ventura County's bus stops and train stations. **VCTC estimates that there are about 1,128 bus stops in Ventura County. We will conduct an inventory of all of these bus stops. Our plan will also inventory up to 22 more additional stops to account for any new or relocated bus stops that occur throughout the project.** ~~The initial estimate accounts for 1,128 bus stops. However, our plan includes an inventory that will cover up to 1,150 stops and stations.~~ This will account for any bus stop relocation that occurs throughout the project, or additional stops identified through the inventory process.

We will use a layered approach to develop this inventory, with multiple reviews of each bus stop to ensure that all data is accurately collected. First, our team will conduct

a web-based desktop review of each stop location, using mapping software to collect a variety of data on each stop, such as stop IDs, coordinate data, amenities, and other relevant information. Next, we will use this desktop review to develop our field visit schedules, ensuring that every transit stop in Ventura County is visited in person by Fehr & Peers staff. In the field, our team members will verify that any web-collected data is accurate, document amenity conditions, take measurements of sidewalks, and photograph each transit stop. **Photos will be geotagged and systematically labeled. These photographs will be entered into the inventory using an ArcGIS mobile application that will attach any collected photos from our in-person field visit to each bus stop location.**

Our transportation planning and engineering staff frequently collect data in the field, and ensuring the safety of our team members is a top priority. Our team will be trained before our data collection efforts, and staff members will wear safety vests, follow traffic rules, and remain on sidewalks (where present) when taking this stop inventory. Fehr & Peers will document our proposed data collection approach and methodology in a technical memorandum, and we will meet with VCTC staff prior to starting work on this task to ensure that the inventory includes the correct data points. Fehr & Peers will bring a combination of transit and pedestrian planning expertise to this data collection effort, and the inventory will be structured to give Ventura County's transit agencies as much flexibility as possible. Our team proposes to collect the following information for the county's transit stops:

	Attribute	Characteristic
Location information	Transit stop coordinate data	Latitude/Longitude
	Intersection name	Name of closest cross streets
	City	Name of incorporated city (if applicable)
Stop Attributes and Operational Information	Stop ID Number	Number
	Bus and train routes served by stop	List of routes served by stop
	Location of bus stop	Near side/Far-side/Mid-Block
	Type of transit stop	Train station, transfer bus stop, regular bus stop, etc.
	Bus operational considerations	Pull-in stop/in-lane stop
	Bus stop length	Length in feet
	Presence of bus pad	Yes/No
	Red curb/parking restrictions	Red curb/parking limited/no
Stop Infrastructure	Bench	Yes/No
	Shelter	Yes/No
	Stop route sign	Yes/No
	Lighting	Yes/No
	Trash receptacles	Yes/No
	Route schedules	Yes/No
	Route maps	Yes/No
	Real time arrival displays	Yes/No
	Condition of bus stop amenities	Letter grade and notes on specific amenity issues

Stop Accessibility	Presence of passenger landing pad	Yes/No
	Passenger landing pad dimensions	In feet (if applicable)
	Presence of sidewalk	Yes/No
	Width of sidewalk	In feet (if applicable)
	Presence of sidewalk pinch points (sidewalks that are less than 48 inches wide within 30 feet of bus stop pole)	Yes/No
	Sidewalk cross slope at bus stop (within 30 feet of bus stop pole)	Slope
	Sidewalk running slope at bus stop (within 30 feet of bus stop pole)	Slope
	Presence of crosswalk at nearest intersection corner	Yes/No
	Crosswalk control type at nearest intersection corner	Signalized, pedestrian beacon, uncontrolled
	Presence of curb ramp at nearest intersection corner	Yes/No
	Presence of landing area at nearest intersection corner	Yes/No

Fehr & Peers understands that Gold Coast Transit District (GCTD) conducted a bus stop inventory in 2021 for their Bus Stop Improvement Plan (2022). Fehr & Peers will reference this data, but we will recollect data at all these stops to ensure that the data is accurate and up to date. Documenting the condition of these bus stop amenities will be an important consideration for VCTC's efforts, and these bus stop amenities may have deteriorated in the years since GCTD's inventory. Recollecting this data will also ensure that it is in the same format as Ventura County's other bus stops, ensuring uniformity in the county's database.

We will develop a QA/QC plan that will be applied throughout the data collection process to make sure that our workflow remains consistent and to ensure that all collected data is accurate. **Our quality assurance approach starts with our layered approach to data collection. First, our team will conduct a web-based review of each bus stop and its relevant attributes, entering the characteristics of each bus stop amenity.**

Next, our team will conduct an in-person review to verify that online information and will correct any inaccurate entries using a data collection phone application.

If any inaccurate information is found during the field visit, this stop will be "flagged" in our system and these corrected stops will be overrepresented in our random QA/QC review samples. This random sample of review provides a third layer of review for these bus stop locations.

Our web-based reviews and field inspections will be done using a data collection tool that includes data validation to minimize user error and flag any atypical entries. Types of data validation will include maximums and minimums on numerical inputs, and drop-down boxes rather than free response entries. This will ensure consistent spelling of attributes in the inventory and will flag any numerical outliers.

Potential QA/QC Concern	Approach to Addressing
Repetitive data entry may lead to errors	<ul style="list-style-type: none"> Spreading tasks across four staff members to minimize burnout throughout the week Developing a GIS form to minimize data entry errors (users will need to select options from drop down menus)
Each staff member may interpret conditions differently	<ul style="list-style-type: none"> Use example photos of various bus stop amenities in Ventura County to train staff Team members will review a random sample of each other's work to ensure consistent data entry Project management team will review a random sample of stops

Deliverables:

- Data collection methodology technical memorandum
- GIS and Excel database of bus stops and train stations in Ventura County
- Geotagged images of each bus stop

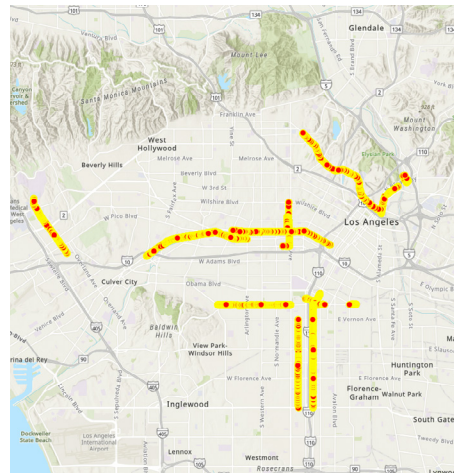
QA/QC Plan employed on SamTrans Bus Stop Inventory Plan:

At the end of each week, our data collection staff were assigned 15 random stops that were recorded by another team member so that our team members reviewed each other's work. These staff members completed a desktop review of those bus stops to ensure proper data collection methods. Additionally, our project management team reviewed 10 random bus stops each week at various locations to potentially uncover systemic issues that may lead to inaccurate data. This QA/QC approach allowed both us and our client to have confidence in the dataset and move forward with prioritization.



TASK 3 ACCESSIBILITY ASSESSMENT

We see this task as twofold: first, as a data collection effort that focuses on severe impediments to accessibility at bus stops and second, understanding how bus stop conditions overlap with contextual information that can paint a picture of how accessibility at stops varies throughout the County. Data collection for severe impediments (missing curb ramps; missing curb ramp landing pads; sidewalk width, cross slope, and running slope at bus stops; and a passenger landing pad area at bus stops) will be collected in Task 2's stop inventory. We will review the bus stop inventory to make sure that all data is organized, clean, and consistent. Fehr & Peers will use this data to develop an online dashboard to visualize the bus stop inventory. The dashboard will allow users to select stops by attribute, to easily identify stops with sidewalk obstructions, inadequate signage, and missing amenities.



Fehr & Peers has extensive experience with digital data collection for a variety of pedestrian and accessibility projects. Currently, our team is prioritizing curb ramp and sidewalk improvements in the City of Los Angeles in advance of the 2028 Olympic and Paralympic Games. We developed a web-based data collection tool, using GIS software, to aid these inventory efforts.

In addition to the transit stop inventory, the dashboard will also display a variety of contextual data sets. Fehr & Peers will consolidate and analyze data related to the surrounding transportation land use context to help guide amenity planning decisions. These datasets could include, depending on data availability, transit ridership, equity areas, surrounding land uses, population within walking distance, nearby bicycle facilities, senior centers and other essential services, collisions, high heat areas, areas with lower car ownership rates. While this is not called out in the RFP, we feel that the combination of the bus stop inventory and the contextual data will allow us to drill down into the data to create useful maps and ultimately aid in prioritization, such as understanding if there are bus stops in high heat areas that do not have shelters, or stops near senior centers that do not have nearby crosswalks. **We anticipate that these external data sets will include data and GIS files from the US Census, CalEnviroScreen, SCAG's Priority Equity Community boundaries, Cal EPA's Urban Heat Island index, and the Trust for Public Land's Heat Risk Priority Zones. We will present a proposed list of these contextual options to VCTC when kicking off this task.**

We will prepare an assessment summary that shows key findings from the amenity inventory and contextual data. This assessment, which will be delivered in PowerPoint format, will include maps from the data dashboard that show accessibility barriers to Ventura County's transit stops. **Fehr & Peers, during one of the project's check-in meetings, will lead a detailed walkthrough of how to use the dashboard. This training will include guidance on how to maintain and update the database. We will also provide written documentation for VCTC staff on how to maintain the dashboard after the project is complete.**

Deliverables:

- ADA Compliance Assessment inclusive of passenger landing pad dimensions; sidewalk width, cross slope,

and running slop; and curb ramp presence and landing area at nearest intersection. This assessment will be inclusive of the bus stop footprint (30 feet from bus stop pole) and the closest intersection corner.

- Assessment summary delivered in PowerPoint format and incorporated into the Final Report (Task 6)
- GIS data dashboard that includes the transit stop inventory and contextual data. This dashboard will be hosted by Fehr & Peers throughout the project and will be transitioned to VCTC following project completion.

TASK 4 STAKEHOLDER ENGAGEMENT

Fehr & Peers understands the importance of community engagement to collect feedback on Ventura County's transit stop amenities to ensure buy-in from other public agencies. We will develop a stakeholder engagement plan that outlines our strategy, lists engagement methods and meeting materials, and identifies key stakeholders. The stakeholder engagement plan will also provide our recommended outreach schedule and will identify important touch points where feedback will be most valuable to this project.

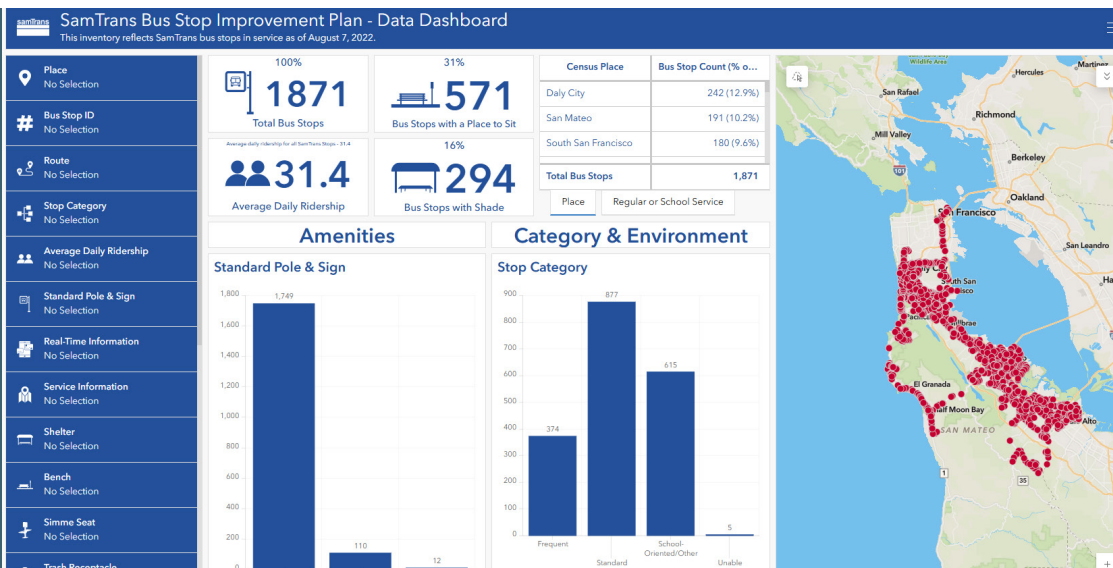
Fehr & Peers will hold a total of four community workshops to gather public feedback on the county's transit stop amenities. We plan to hold these workshops after the bus stop inventory has been collected, to help inform our prioritization approach. We will use these workshops to better understand the user experience at Ventura County's bus stops, to hear rider and community satisfaction with stop amenities, and to listen to community priorities for any potential amenity improvements. Two of these workshops will be held virtually, using a web-based meeting platform, and the other two meetings will be held in person. One of these in-person meetings will be held in western Ventura

County, and the other will be held in eastern Ventura County. Our stakeholder engagement plan will include a preliminary agenda for these workshops and will propose a location for the in-person sessions. Fehr & Peers has included a direct cost of \$750 that can be used to reserve these in-person meeting locations if necessary.

In addition to the four community workshops outlined in the RFP, we are proposing an additional two workshops with VCTC agency partners. Implementation of any bus stop improvements will require buy-in from VCTC's agency partners, which include cities and transit agencies in Ventura County. We will host two virtual workshops with public agency staff to hear feedback on the county's bus stop amenities and individual jurisdiction/agency priorities. Fehr & Peers will prepare PowerPoint presentations for these meetings to help guide the discussion, using the conversation to hear what is working with the county's existing amenities, and what improvements staff would like to prioritize in the future.

We will develop a series of stakeholder engagement and outreach materials that will be used throughout the project. Our stakeholder engagement plan will list each of these materials and their intended audience. These materials will include:

- **PowerPoint Presentations:** Fehr & Peers will prepare two slide presentations to communicate the key goals and objectives of the project to stakeholders. One of these presentations will be used for public engagement and the other will be used for a final presentation to VCTC's Commission.
- **Project Website:** Fehr & Peers will develop content for a project webpage that will be hosted on the VCTC website. This webpage will provide a variety of information about the project, including the



Fehr & Peers previously conducted a bus stop inventory for SamTrans, the primary bus transit provider in San Mateo County. Using our tried and tested approach, we collected amenity data from each of the agency's 1,871 bus stops. Our team recorded a variety of bus stop data, including available amenities, the presence of nearby crosswalks, on-street parking regulations, and red curb areas. We combined this bus stop inventory with contextual data to provide SamTrans's local jurisdictions with climate, equity, and land use data when making amenity decisions. This bus stop inventory and contextual data was displayed in a data dashboard, which allows partner agency staff to combine data sets when planning future bus stop improvements.

schedule and upcoming engagement opportunities. We will meet with VCTC's IT Manager prior to creating this content to make sure the content is properly formatted and to ensure that VCTC's website can support an interactive map. This interactive map will use the data collected in Task 2 and will allow the public to provide location specific feedback on transit stop amenities. Content on this webpage will be available in English, Spanish, and Mandarin.

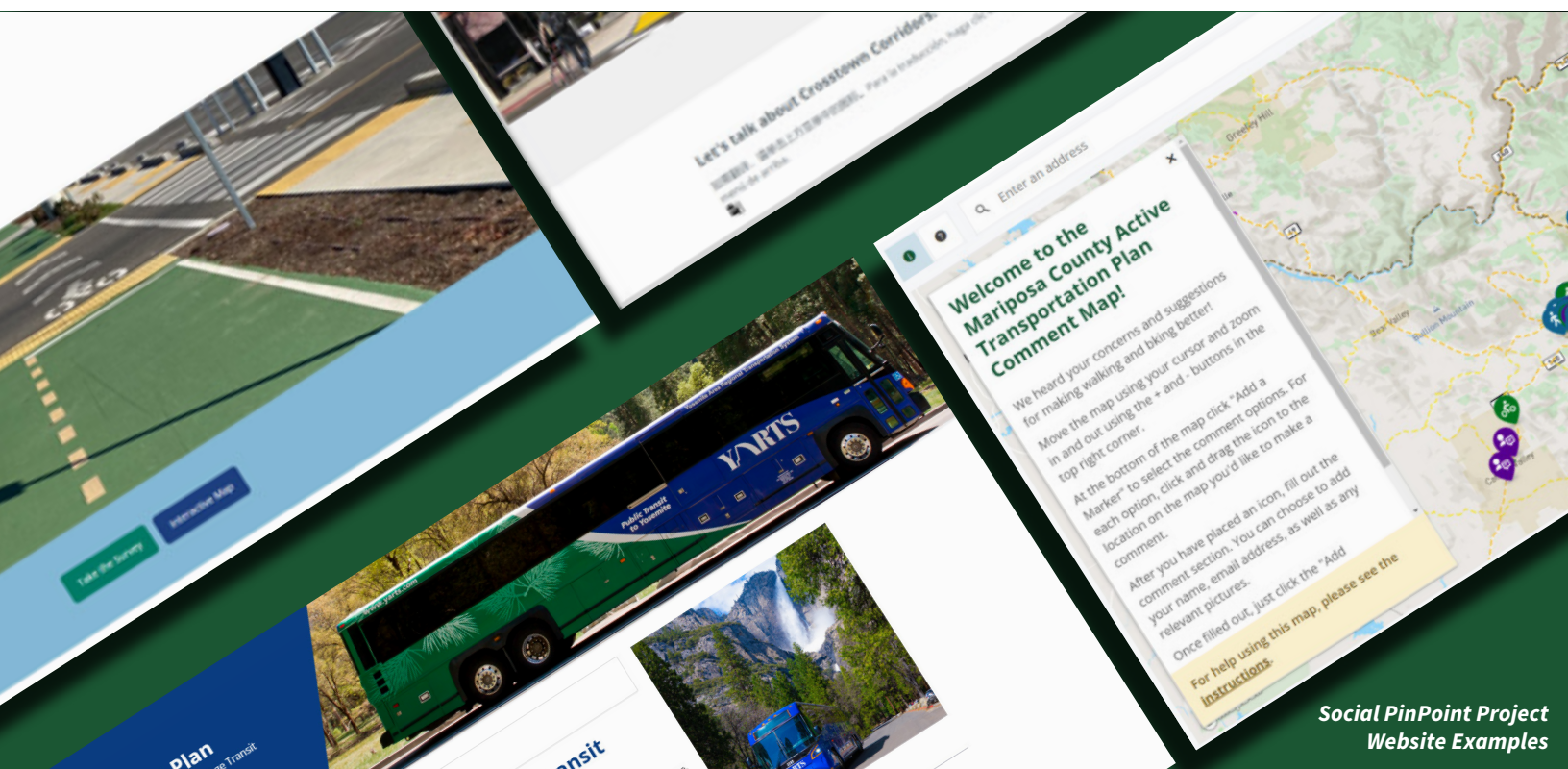
- **Online Survey:** We will design, prepare, and implement an online survey to gather public feedback on Ventura County's bus stops. Fehr & Peers will develop the questions included in this survey, which will cover topics such as amenity needs, stop accessibility, and safety. The survey will include questions on amenity priorities and other

contextual information that will help guide our recommendations. This survey will be distributed through VCTC's Survey Monkey tool and will be available in English, Spanish, and Mandarin. Fehr & Peers will analyze the results of this survey and will summarize its findings.

- **Bus Stop Engagement Signage:** Fehr & Peers will prepare and produce signage to be placed at transit stops to inform riders of the project and the online survey. These laminated signs, which can be zip tied at stops, will ensure that riders are aware of this study. We will place these signs at high ridership bus stops and rail stations and other key locations during Task 2's data collection efforts. The sign will include a link and QR code to the online survey, and will be translated into Spanish and Mandarin.

The following table also demonstrates a summary of our engagement activity:

Engagement Activity	Quantity
Community workshops	4 (2 in person, 2 virtual)
Public agency workshops	2 (2 virtual)
Online survey	1 (Available in English, Spanish, and Mandarin)
Project website	1 (Includes interactive webmap and opportunities for public comment)



At the conclusion of these stakeholder engagement efforts, Fehr & Peers will prepare a memorandum that summarizes the feedback we received from stakeholders, and that documents key considerations and concerns about Ventura County's bus stops. This memorandum will include a matrix of the various feedback heard by different stakeholder groups.

Deliverables:

- Stakeholder engagement plan, finalized based on two rounds of consolidated comments
- Public agency workshops (2 virtual meetings) with a PowerPoint presentation
- Community workshops (2 virtual and 2 in person) a PowerPoint presentation
- Additional PowerPoint presentation to be used by VCTC staff for other stakeholder presentations
- Project fact sheet
- Project website content
- Interactive web map of bus stop locations
- Online survey questionnaire
- Bus stop engagement signage
- Stakeholder engagement summary memorandum, including the outreach feedback summary matrix and survey response summary report

TASK 5 RECOMMENDATIONS & PRIORITIZATION

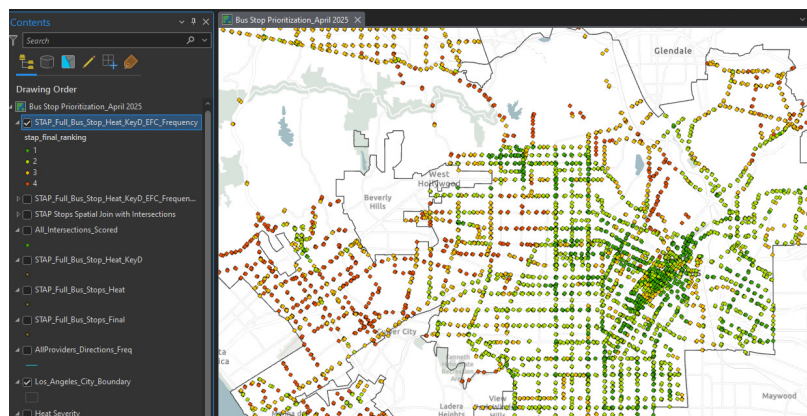
Fehr & Peers will develop a rating system to help agencies in Ventura County prioritize future transit stop improvements. It will be based on the inventory and contextual data from Tasks 2 and 3, along with the feedback we heard in Task 4's stakeholder engagement. The rating system will use population, ridership, equity, and land use data to help prioritize stops in key locations. Additionally, we will use ridership data and Task 2's inventory to group bus stops into categories, such as high ridership stops, major transfer points, and standard stops. We will work with VCTC staff to develop this rating system and to identify what factors, if any, should be weighed more heavily than others. Our proposed methodology will be presented to VCTC staff in a technical memorandum that will be delivered prior to our amenity recommendations.

We will use this rating system, along with other information, to develop a tiered priority list of transit stops. Fehr & Peers will recommend amenities that should be included at each stop based on their stop category and prioritization tier. These recommendations will be presented in a report, and we will add them to Task 2's GIS and Excel bus stop inventory, so Ventura County's agencies can use this information when making transit stop improvements. Our

report will also provide rough order of magnitude cost estimates, which we will develop by establishing cost estimates for each amenity type based on recent bids on prior work and in consultation with VCTC. These costs will be provided on a per-stop and on a countywide basis.

Deliverables:

- Rating system methodology memorandum, including the prioritization framework
- Recommended improvements report, which will include cost estimates, finalized based on two rounds of consolidated comments



Fehr & Peers has been working with the City of Los Angeles on their Sidewalk and Transit Amenities Program (STAP), which aims to install and upgrade transit shelters and other amenities throughout the city. This project has included the design of new shelter amenities and the prioritization of future improvements. Our team used the City's existing amenity prioritization scoring system and developed a process to update transit stop scores with post pandemic ridership and contextual data. This project involved combining data from a variety of different transit agencies with various climate, equity, and accessibility datasets.

TASK 6 FINAL REPORT & RECOMMENDATION

Fehr & Peers will incorporate the findings and feedback presented in previous tasks to develop a final report that documents this project's accessibility considerations, stakeholder engagement results, and prioritization framework. The report will include the full stop inventory and recommended improvements for each transit stop. The findings in this report will also be incorporated into Task 4's VCTC Commission PowerPoint presentation.

Deliverables:

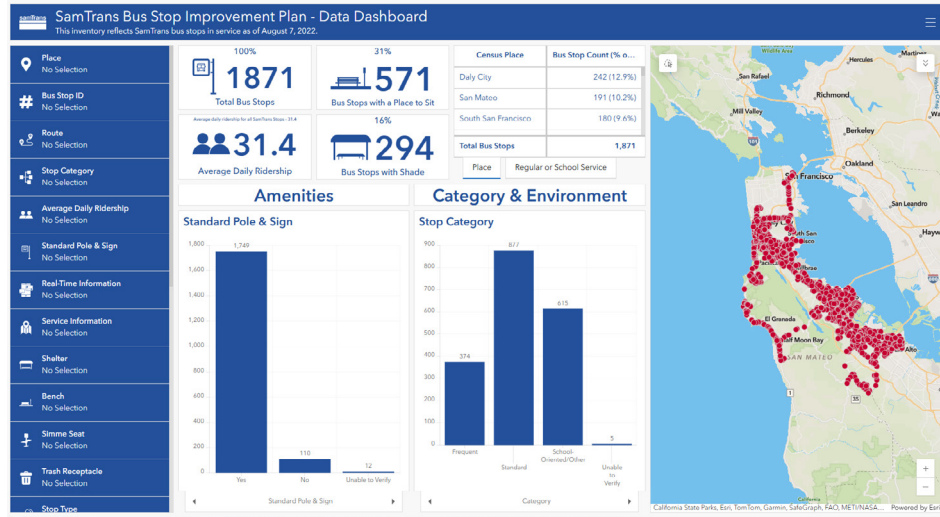
- Bus stop inventory assessment report

- 01 COVER PAGE
- 02 TABLE OF CONTENTS
- 03 LETTER OF TRANSMITTAL
- 04 PROFILE OF THE PROPOSER
- 05 STATEMENT OF QUALIFICATIONS
- 06 PROJECT TEAM
- 07 PROJECT APPROACH
- **08 INNOVATIVE APPROACHES**
- 09 LIST OF REFERENCES
- 10 COST PROPOSAL

Fehr & Peers will bring innovative, data-driven tools and transportation planning expertise to support VCTC's transit stop amenity improvement efforts. Our approach uses custom built data dashboards, robust data collection methods, and an interdisciplinary approach to guide and prioritize transit stop amenity decisions in Ventura County.

Interactive Transit Stop Amenity Dashboard

To support VCTC and its partner jurisdictions in making informed, data-driven decisions, our team will develop an interactive data dashboard that consolidates key data used in this study. This dashboard will visualize Ventura County's bus stop inventory, in addition to contextual data such as heat vulnerability, equity considerations, and proximity to senior centers. This dashboard will serve as a centralized, user-friendly platform for VCTC and its agency partners to explore transit stop data. It will allow users to filter by jurisdiction, show stops that are in heat zones and lack shelters, and make maps that support amenity planning decisions in Ventura County. Our team has successfully developed similar dashboards for other regional and countywide transportation agencies, allowing their partner jurisdictions to



Robust & Technical Approach to Data Collection

Our data collection approach will combine digital mapping resources, field visits at every bus stop, and a rigorous QA/QC process to develop a comprehensive list of transit amenities and bus stop operational considerations for each stop in Ventura County. Fehr & Peers regularly develops custom web-based tools to support efficient and accurate data collection in the field. Our team brings strong GIS capabilities to this inventory effort, and our experienced transit planners understand what operational details will be most valuable to Ventura County's transit agencies.

Leveraging Our Discipline Groups to Create an Interdisciplinary Prioritization Approach

To develop a nuanced and responsive prioritization approach, the analyst should have an understanding of how bus stops interplay with factors like collision history, climate indicators, equity factors, and adjacent land uses in addition to the transit context at each stop. Fehr & Peers has robust, internally funded research and development programs (Discipline Groups) across 15 different practice areas, including Transit, Safety, and Complete Streets. These Discipline Groups meet monthly, allowing experts from across the company to collaborate in solving complex problems, developing new analytical methods, and ultimately advancing the state of the practice. This regular collaboration also allows us to work cross-discipline, and bring cutting edge knowledge to the complexities of real-world contexts.

- 01 COVER PAGE
- 02 TABLE OF CONTENTS
- 03 LETTER OF TRANSMITTAL
- 04 PROFILE OF THE PROPOSER
- 05 STATEMENT OF QUALIFICATIONS
- 06 PROJECT TEAM
- 07 PROJECT APPROACH
- 08 INNOVATIVE APPROACHES
- **09 LIST OF REFERENCES**
- **10 COST PROPOSAL**

Reference No. 1	
Client	City of Los Angeles (StreetsLA) Sidewalk & Amenities Program
Reference Name	Kenneth Tang Civil Engineer - Urban Transit Amenities 213.847.6028 kenneth.tang@lacity.org

Reference No. 2	
Client	San Mateo County Transit District Bus Stop Improvement Plan & Amenity Designs
Reference Name	Daniel Shockley Principal Planner 650.508.6382 ShockleyD@samtrans.com Christopher Espiritu Principal Planner 650.508.6313 EspirituC@samtrans.com

Reference No. 3	
Client	Monterey-Salinas Transit Designing for Transit Manual
Reference Name	Michelle Overmeyer Director of Planning/Innovation 831.264.5877 movermeyer@mst.org

Reference No. 4	
Client	Los Angeles Department of Transportation Vision Zero & Active Transportation Corridor Assessments
Reference Name	Lameese Chang Supervising Transportation Planner 213.928.9706 lameese.chang@lacity.org

- 01 COVER PAGE
- 02 TABLE OF CONTENTS
- 03 LETTER OF TRANSMITTAL
- 04 PROFILE OF THE PROPOSER
- 05 STATEMENT OF QUALIFICATIONS
- 06 PROJECT TEAM
- 07 PROJECT APPROACH
- 08 INNOVATIVE APPROACHES
- 09 LIST OF REFERENCES
- **10 COST PROPOSAL**

Our cost proposal has been submitted as a separate attachment.

EXHIBIT B
COMPENSATION SCHEDULE

**Position/Title**

Description										
1	Project Management									
	Meeting Agenda/Minutes Development	40	22	8	0	0	0	0	0	6
	Project Schedule Updates	10	3	3	0	0	0	0	0	1
	Kickoff Meeting	5	1	1	0	0	0	0	0	1
	Task Total (Hours)	55	26	12	0	0	0	0	0	8
	Task Total (Costs)	\$11,275.00	\$6,240.00	\$4,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,320.00
2	Data Collection and Inventory Development									
	Field Work	40	5	2	200	200	20	0	0	39
	Quality Assurance/Quality Control Plan	30	10	2	40	20	0	0	0	9
	Database Development	25	5	2	30	100	20	0	0	15
	Task Total (Hours)	95	20	6	270	320	40	0	0	63
	Task Total (Costs)	\$19,475.00	\$4,800.00	\$2,130.00	\$48,600.00	\$35,200.00	\$8,400.00	\$0.00	\$0.00	\$10,395.00
3	Accessibility Assessment									
	Assessment Dashboard	20	5	2	35	15	30	0	0	9
	Assessment Summary	5	5	2	20	5	0	0	15	4
	Task Total (Hours)	25	10	4	55	20	30	0	15	13
	Task Total (Costs)	\$5,125.00	\$2,400.00	\$1,420.00	\$9,900.00	\$2,200.00	\$6,300.00	\$0.00	\$4,575.00	\$2,145.00
4	Stakeholder Engagement									
	PowerPoint Presentation	5	1	1	5	5	5	5	0	2
	Project Fact Sheet	3	2	1	5	0	10	5	0	2
	Project Website	3	1	1	15	5	30	5	0	5
	Online Survey & Signage	5	2	1	15	20	20	5	0	6
	Community Workshops (In-Person and Virtual)	15	2	0	0	0	0	15	0	3
	Public Agency Workshops (Virtual)	10	2	0	0	0	0	10	0	2
	Stakeholder Engagement Summary	5	1	1	15	0	0	0	0	2
	Task Total (Hours)	46	11	5	55	30	65	45	0	22
	Task Total (Costs)	\$9,430.00	\$2,640.00	\$1,775.00	\$9,900.00	\$3,300.00	\$13,650.00	\$12,600.00	\$0.00	\$3,630.00
	5	Recommendations and Prioritization								
Prioritization Framework		15	5	2	30	10	0	0	5	6
Recommended Improvements Report		10	5	2	35	15	0	0	5	6
Task Total (Hours)		25	10	4	65	25	0	0	10	12
Task Total (Costs)		\$5,125.00	\$2,400.00	\$1,420.00	\$11,700.00	\$2,750.00	\$0.00	\$0.00	\$3,050.00	\$1,980.00
6	Final Report and Presentation									
	Bus Stop Inventory and Assessment Report	20	5	3	40	20	30	0	0	10
	Task Total (Hours)	20	5	3	40	20	30	0	0	10
	Task Total (Costs)	\$4,100.00	\$1,200.00	\$1,065.00	\$7,200.00	\$2,200.00	\$6,300.00	\$0.00	\$0.00	\$1,650.00

Grand Total (Hours)	266	82	34	485	415	165	45	25	128
Grand Total (Costs)	\$54,530.00	\$19,680.00	\$12,070.00	\$87,300.00	\$45,650.00	\$34,650.00	\$12,600.00	\$7,625.00	\$21,120.00

GRAND TOTAL	\$299,971.00
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Travel			
Hotel	Meals	Mileage	Car Rental
\$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	\$0.00	\$0.00
Hotel	Meals	Mileage	Car Rental
\$0.00	\$1,000.00	\$2,800.00	\$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
Hotel	Meals	Mileage	Car Rental
\$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
Hotel	Meals	Mileage	Car Rental
\$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	\$0.00	\$0.00
\$0.00	\$0.00	\$196.00	\$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
Hotel	Meals	Mileage	Car Rental
\$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
Hotel	Meals	Mileage	Car Rental
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00

Other Direct Costs			
ODC #1	ODC #2	ODC #3	ODC #4
\$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	\$0.00	\$0.00
ODC #1	ODC #2	ODC #3	ODC #4
\$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	\$0.00	\$0.00
ODC #1	ODC #2	ODC #3	ODC #4
\$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
ODC #1	ODC #2	ODC #3	ODC #4
\$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
\$750.00	\$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	\$0.00	\$0.00
ODC #1	ODC #2	ODC #3	ODC #4
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
ODC #1	ODC #2	ODC #3	ODC #4
\$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	\$1,000.00	\$2,996.00	\$0.00
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\$750.00	\$0.00	\$0.00	\$0.00

EXHIBIT C

SCAG MOU

**MEMORANDUM OF UNDERSTANDING
No. M-010-24**

SCAG Overall Work Program (OWP) No: 305-4926.01

Federal/State Awarding Agency: State of California, Department of Housing and Community Development

Sub-Recipient Name: Ventura County Transportation Commission

Sub-Recipient's UEI No: JEVVZV6ALEN5

Total Amount of Federal Funds Obligated to Sub-Recipient: \$0

Total Amount of Non-Federal Funds Obligated to Sub-Recipient: \$3,777,000

Total Amount of the Sub-Award: \$3,777,000

Subaward Period of Performance Start Date: April 12, 2023

Subaward Period of Performance End Date: November 30, 2023

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

Indirect Cost Rate for the Award: 85.91%*

Fringe Benefits Cost Rate for the Award: Varies by Employee*

*The Sub-Recipient's cognizant agency, the Federal Transit Administration, approved the use of fiscal year (FY) 2024 rates (07/01/2023~06/30/2024) as indicated above. If the rates are later found to have included costs that are unallowable, Sub-Recipient will provide a refund for the unallowable indirect cost and fringe benefits amounts. Sub-Recipient must provide support for the cognizant agency approval of future FY rates.

Subaward Project Title: Ventura County Transportation Commission REAP 2.0 CTC Partnership Program Grant

Subaward Project Description: Ventura County Transportation Commission will utilize REAP 2.0 funding to fund county-specific pilots and projects to meet the REAP 2.0 Goals and Objectives within the SCAG region.

**MEMORANDUM OF UNDERSTANDING
No. M-010-24**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND VENTURA COUNTY TRANSPORTATION COMMISSION
FOR REAP 2.0 CTC PARTNERSHIP PROGRAM GRANT**

(SCAG Project/OWP No. **305-4926.01**)

This Memorandum of Understanding (“MOU”) is entered into by and between the **Southern California Association of Governments** (“SCAG”) and **Ventura County Transportation Commission** (“Sub-Recipient”), for a CTC Partnership Program Grant. SCAG and Sub-Recipient may be individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the Regional Early Action Planning Grants Program of 2021 (“REAP 2.0”) was established with a principal goal to make funding available to Metropolitan Planning Organizations (“MPO”) and other regional entities for transformative planning and implementation activities that meet housing and equity goals, reduce Vehicle Miles Traveled per capita, and advance implementation of the region’s Sustainable Communities Strategy or Alternative Planning Strategy, as applicable;

WHEREAS, the California Department of Housing and Community Development (“HCD”) administers REAP 2.0 in accordance with Health and Safety Code sections 50515.06 to 50515.10 (“Statutes”) and REAP 2.0 guidelines for MPO applicants released by HCD pursuant to the Statutes (“REAP 2.0 Guidelines”);

WHEREAS, SCAG is the federally designated MPO for Southern California, primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS” also known as “Connect SoCal”) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, HCD awarded a total of \$246,024,084 to SCAG under REAP 2.0;

WHEREAS, on November 3, 2022, SCAG approved the Program Guidelines (“Program Guidelines”) for the REAP 2.0 County Transportation Commission Partnership Program (“Program”) which authorized up to \$80,000,000 to fund county-specific projects;

WHEREAS, on April 12, 2023, SCAG released a Call for Applications for the Program;

WHEREAS, Sub-Recipient, a County Transportation Commission (“CTC”) eligible for funds under the Program, developed and submitted proposed projects for the Program and the following proposed projects (collectively the “Projects”) were reviewed by SCAG, determined to be consistent with the REAP 2.0 Guidelines and Program Guidelines, and thereafter approved by SCAG on July 6, 2023:

1. Countywide Transit Stops and Stations Needs Assessment and Infrastructure Improvements

2. Santa Paula Branch Line Trail Master Plan and Environmental Impact Report Update
3. Countywide Paratransit Integration Analysis
4. Community Traffic Calming and Pedestrian and Bicycle Safety Program

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Recitals and Exhibits

The Recitals and all exhibits referred to in this MOU are incorporated herein by this reference and made a part of the provisions of this MOU.

2. Term

The Term of this MOU shall begin on the Effective Date and continue until November 30, 2025, (“Completion Date”), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

3. Scope of Work and Sub-Recipient’s Responsibilities

- a. Sub-Recipient shall be responsible for implementing the Projects in accordance with the “Scopes of Work” attached as:

Exhibit A-1 - Countywide Transit Stops and Stations Needs Assessment and Infrastructure Improvements (VC01)

Exhibit A-2 - Santa Paula Branch Line Trail Master Plan and Environmental Impact Report Update (VC02)

Exhibit A-3 - Countywide Paratransit Integration Analysis (VC03)

Exhibit A-4 - Community Traffic Calming and Pedestrian and Bicycle Safety Program (VC04)

- b. Interim deliverables and tasks, including their sub-allocated budgets and schedules, required to implement the Scopes of Work shall be documented using the Scope of Work Approval Form, attached as Exhibit B (“SOW Approval Form”). The SOW Approval Form must be signed by Sub-Recipient’s Project Manager and SCAG’s Deputy Director or their designee prior to the performance of the work outlined in the SOW Approval Form. The SOW Approval Form may be signed by way of a manual or authorized digital signature, or a signature stamp. The SOW Approval Form may be used to document interim deliverables and interim deliverable budgets and schedules but may not be used to modify the deliverables and budget noted in this MOU. The SOW Approval Form may be amended subject to approval by SCAG. No amendment to the SOW Approval Form shall be valid unless made in writing and signed by the Parties. If there is a conflict between the SOW Approval Form and this MOU, this MOU shall prevail.
- c. Sub-Recipient must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives, as described in Section 9 of this MOU, and must carry out the Projects to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals

and Objectives may result in review and could be subject to modification of funding, termination of this MOU, and repayment of the Grant Funds.

- d. In compliance with Section 3.e., Sub-Recipient shall procure and manage one or more consultants to ensure the Scopes of Work, as outlined in the most current fully executed SOW Approval Form, are fully performed and the Projects are completed in compliance with this MOU and all applicable laws and regulations.
- e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, Sub-Recipient shall procure in compliance with all applicable federal, state, and local laws and regulations.
- f. The term “Consultant(s)” shall hereinafter refer to all entities that Sub-Recipient procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Projects or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.
- g. Upon request, Sub-Recipient shall provide information to the SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively “RFP”). For new RFPs developed or finalized after the Effective Date of this MOU, Sub-Recipient shall provide a copy of the RFP to the SCAG Project Manager. SCAG may require documentation of RFPs and Notices to Proceed before approval of invoice reimbursement.
- h. When requested, Sub-Recipient shall provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within ten (10) days of the request.
- i. Sub-Recipient shall be responsible for reviewing and paying Consultant(s)’ invoices prior to submitting invoices for repayment.
- j. Sub-Recipient shall be accountable to SCAG and HCD to ensure Consultant(s)’ performance. Sub-Recipient’s Project Manager shall be responsible for final approval of Consultant(s)’ deliverables consistent with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form; provided, however, that prior to approving a deliverable from the Consultant(s), Sub-Recipient’s Project Manager shall provide a copy of the deliverable to SCAG’s Project Manager.
- k. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury.

4. Project Management

- a. All work under this MOU shall be coordinated with SCAG and Sub-Recipient through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual(s) as its Project Manager:

Erin Barry
Senior Regional Planner
(213) 630-1537
barry@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to Sub-Recipient.

- c. For purposes of this MOU, Sub-Recipient designates the following individual(s) as its Project Manager:

Amanda Fagan
Director of Planning and Sustainability
(805) 642-1591 x103
afagan@goventura.org

Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

5. Funding

- a. SCAG's contribution to the Projects is funded wholly with REAP 2.0 funds, in an amount not to exceed \$3,777,000 ("Grant Funds"). The individual Projects shall be funded as follows ("Project Funds"):

Countywide Transit Stops and Stations Needs Assessment and Infrastructure Improvements – \$1,500,000
Santa Paula Branch Line Trail Master Plan and Environmental Impact Report Update – \$1,677,000
Countywide Paratransit Integration Analysis – \$300,000
Community Traffic Calming and Pedestrian and Bicycle Safety Program – \$300,000

- b. SCAG shall not be obligated to make payments for any Project costs that exceed the Project Funds for that Project or the Grant Funds for the Projects. SCAG shall not be obligated to pay for any increase in Project costs which exceeds the Project's budget included in this MOU and the most current fully executed SOW Approval Form, the Project Funds for that Project, or the Grant Funds for the Projects. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to REAP 2.0. In the event HCD terminates its agreement to provide funds or reduces the funds provided, SCAG shall have the right to terminate this MOU, in accordance with Section 17, or to amend this MOU to reflect the changes in funding.
- c. SCAG shall make payments to Sub-Recipient only for work performed within the Period of Performance as part of the Scopes of Work, as outlined in the most current fully executed SOW

Approval Form, and consistent with REAP 2.0 Goals and Objectives, REAP 2.0 Guidelines, and Program Guidelines. For purposes of this MOU the Period of Performance shall be from April 12, 2023 until the Completion Date.

- d. SCAG reserves the right, in its sole discretion, to discontinue funding any one or more of the Projects and/or terminate this MOU as described in Section 17.
- e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, are to be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties or related fees, as determined by HCD or other State authorities. Should Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to Sub-Recipient.

6. Invoices

- a. This MOU is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the Project's budget set forth in the most current fully executed SOW Approval Form. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB). All invoices submitted to SCAG for the Projects shall reference the OWP Project Number (OWP No. 305-4926.01). A separate invoice must be submitted for each individual Project.
- b. By the twenty-first following the start of a new month (i.e., January 21, February 21, March 21), Sub-Recipient shall submit an invoice for each Project to SCAG using the "Invoice Report" attached as Exhibit C. The Invoice Report must be submitted in both PDF format and the Excel file provided by SCAG. The Invoice Report shall also include, in narrative form, a progress report section with a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the invoiced period, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives. SCAG shall review the Invoice Report for compliance with this MOU. If SCAG determines that the Invoice Report is compliant with this MOU, SCAG shall approve the Invoice Report and issue payment to the Sub-Recipient.
- c. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If Sub-Recipient corrects the error, the disallowed items can be included in the next set of invoices.
- d. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to Sub-Recipient, and its Consultant(s) at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process, which can be found

at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm. Also see the link for a summary of travel reimbursement rules.

- e. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for eligible expenses incurred through June 30th, no later than July 21st during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- f. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of each individual Project, but no later than December 31, 2025, whichever is first. SCAG shall not be obligated to pay-Sub Recipient for any invoice received after such date.
- g. Sub-Recipient will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub-Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

7. Reporting

- a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU.
- b. By February 10 of each year following receipt of funding pursuant to this MOU, Sub-Recipient shall submit an Annual Report using the "Sub-Recipient Report Template," attached as Exhibit D ("Report Template"). Sub-Recipient shall submit a separate Annual Report for each Project. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.
- c. When a Project is finalized, and no later than December 31, 2025, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.
- d. All reports submitted to SCAG shall reference the OWP Project Number (OWP No. 305-4926.01).

8. Accounting

- a. Sub-Recipient shall establish and maintain an accounting system and reports that properly accumulate incurred Project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles ("GAAP"), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices.

- b. Sub-Recipient shall establish a separate ledger account for receipts and expenditures of Project Funds and Grant Funds and maintain expenditure details in accordance with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form, for each Project.
- c. Sub-Recipient shall maintain documentation of its completed procurements (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the Projects in accordance with GAAP.

9. Allowable Uses of Grant Funds

- a. SCAG shall not award or disburse funds unless it determines that the Project Funds and Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives.
 - i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \(“NOFA”\) and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
 - ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) affirmatively furthering fair housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the [REAP 2.0 NOFA and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
- b. Project Funds and Grant Funds shall only be used by Sub-Recipient for activities approved by SCAG and included in the Scopes of Work, as outlined in the most current fully executed SOW Approval Form.
- c. Project Funds and Grant Funds may not be used for administrative costs of persons employed by Sub-Recipient for activities not directly related to eligible activities.
- d. Sub-Recipient shall use no more than five percent (5%) of the Project Funds for administrative costs related to a Project, or a maximum of One Hundred Eighty-Eight Thousand Eight Hundred Fifty Dollars (\$188,850), whichever is lower. For purposes of this MOU, administrative costs are the costs incurred in direct support of grant administration that are not included in the organization’s indirect cost pool. Additional funds may be used from other sources solely contributed by Sub-Recipient to support Sub-Recipient’s administration of the Projects.
 - i. Sub-Recipient must clearly indicate if funds will be used towards administrative costs on or before the Effective Date of this MOU.
 - ii. If Sub-Recipient is seeking reimbursement for indirect costs and/or fringe benefits costs, they must annually submit an Indirect Cost Allocation Plan (“ICAP”) or an Indirect Cost Rate Proposal (“ICRP”) to its cognizant agency for indirect costs and/or fringe benefits costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards.

The cognizant agency for indirect costs and/or fringe benefits costs means the federal agency responsible for reviewing, negotiating, and approving ICAPs or ICRPs. Sub-Recipient must provide their approved indirect cost rate and/or fringe benefit rate and provide a copy to SCAG Project Manager of the approved negotiated indirect cost rate agreement (“NICRA”) for the current fiscal year and subsequent years throughout the performance period. Indirect costs and/or fringe benefits costs may be sought for reimbursement only if Sub-Recipient has an approved NICRA from its cognizant agency on or before the Effective Date of this MOU.

- iii. If Sub-Recipient is seeking reimbursement for fringe benefits costs with absence of the approved NICRA and proposes to use a rate to allocate the fringe benefits costs on the basis of entity-wide salaries and wages of the employees receiving the benefits, they must annually prepare the fringe benefits cost allocation plan in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and provide a letter from the Sub-Recipient’s independent auditor confirming the compliance for the current fiscal year and subsequent years throughout the performance period.
- iv. If Sub-Recipient elects a de minimis indirect cost rate of 10%, they must annually complete a certification form provided by SCAG Project Manager to confirm the eligibility and compliance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and submit the signed form to SCAG Project Manager for the current fiscal year and subsequent years throughout the performance period. The de minimis rate of 10% is to be applied to modified total direct costs (MTDC) as defined by 2 CFR Part 200.1.
- e. There must be a strong implementation component for the funded activity through REAP 2.0, including, where appropriate, agreement by Sub-Recipient to submit the completed planning document to the applicable board, council, or other entity for adoption. If Sub-Recipient does not formally request adoption of the funded activity, it may be subject to repayment of the Grant Funds.

10. Work Products

- a. For purposes of this MOU, “Work Products” shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Projects. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship Sub-Recipient or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. Sub-Recipient shall submit one (1) electronic copy of all Work Products associated with the Projects to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products. SCAG grants to Sub-Recipient a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Projects and developed as part of this MOU; provided, however, that any

reproduction, publishing, or reuse of the Work Products will be at Sub-Recipient's sole risk and without liability or legal exposure to SCAG.

- d. Subject to any provisions of law, including but not limited to the California Public Records Act, all deliverables and related materials related to the Projects shall be held confidential by Sub-Recipient. Nothing furnished to SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. Sub-Recipient shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as Sub-Recipient treats its confidential information, but in no case less than reasonable care.

11. Amendments

No amendment or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the request.

12. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Cindy Giraldo
 Chief Financial Officer
 Southern California Association of Governments
 900 Wilshire Blvd., Suite 1700
 Los Angeles, CA 90017
 (213) 630-1413
 giraldo@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to Sub-Recipient.

To Sub-Recipient: Martin Erickson
 Executive Director
 Ventura County Transportation Commission
 751 E. Daily Dr. Suite 420
 Camarillo, CA 93010
 (805) 642-1591 x123
 merickson@goventura.org

13. Insurance

- a. Sub-Recipient, at their own expense, shall procure and maintain policies of insurance, or provide evidence of self-insurance, of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage.

Insurance Type	Requirements	Limits
General Liability	Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01.	Not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
Automobile Liability	Automobile insurance at least as broad as Insurance Services Office form CA 00 01.	Covering bodily injury and property damage for all activities of the Sub-Recipient arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
Workers’ Compensation/ Employer’s Liability	Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance. Not required for sole proprietors or Sub-Recipients with no employees.	Including Occupational Diseases in accordance with California Law and Employers’ Liability Insurance with a limit of not less than \$1,000,000 each accident.
Professional Liability Insurance	Professional Liability (Errors and Omissions) insurance appropriate to the Sub-Recipient’s profession.	With limits of not less than \$3,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU.
Builders Risk	Upon commencement of construction and with approval of SCAG, Sub-Recipient shall obtain and maintain builder’s risk (course of construction) for the entire duration of the Project. Not required for Projects without construction.	Sub-Recipient shall purchase and maintain property insurance written on a builder’s risk “Special Form Cause of Loss” or equivalent policy form in an amount not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder’s Risk policy shall include a soft cost endorsement that covers soft costs equal to twenty percent (20%) of the Contract’s full value. Soft costs are defined as certain expenses, <u>in</u> addition to labor and materials, required to complete the Project that has been delayed due to unexpected physical damage and include, but are not limited to, the following: legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include the interests of the Additional Insureds as named

		<p>below, Sub-Recipient and the subcontractors of every tier on the Project as insureds. The insurance shall cover without limitation, loss or damage to the Work arising from the perils covered under “Special Form Cause of Loss” form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Sub-Recipient’s services and expenses required as a result of such loss. During the Project construction period, Sub-Recipient and its subcontractors shall mutually waive all rights of recovery against each other and against the Additional Insureds identified below for damages caused by fire or other perils covered by the Builders Risk “Special Form Cause of Loss” insurance. All applicable policies of insurance covering the Work or the property of the Sub-Recipient or subcontractor shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds identified below, Sub-Recipient and all subcontractors of every tier. Further, Sub-Recipient hereby releases, and shall cause its subcontractors to release, the Indemnitees identified in section 14 from any and all claims, losses and damages caused by fire or other perils covered by the Builders Risk “Special Form Cause of Loss” insurance. There shall be no deductible or self-insured retention exceeding \$10,000.00 per loss, other than earthquake or flood which may have deductible or self-insured retentions not exceeding \$50,000.00. The policy may have sublimits not less than the following: Earthquake \$5,000,000.00 Flood \$1,000,000.00</p>
Pollution Liability	Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. Not required	<p>The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this MOU shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for remediation of the site in the event of an</p>

	for Projects without construction.	environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship.
Products/Completed Operations Coverage	Coverage shall extend a minimum of three (3) years after project completion. Not required for Projects without construction.	Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. SCAG, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

- b. Higher Limits: no representation is made that the minimum insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the sub-recipient under this agreement.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. SCAG, its officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Sub-Recipient; products and completed operations of Sub-Recipient; premises owned, occupied or used by Sub-Recipient; or automobiles owned leased, hired or borrowed by Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.
 - ii. For any claims related to this Project, Sub-Recipient’s insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Sub-Recipient’s insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials and employees.
 - iv. Sub-Recipient’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- d. The Workers’ Compensation and Employer’s Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, its, officials, employees, and volunteers.
- e. Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved

by SCAG.

- f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- g. Sub-Recipient shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- h. Sub-Recipient agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of Sub-recipient. Sub-Recipient agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event Sub-Recipient's Consultant(s) cannot comply with this requirement, which proof must be submitted to SCAG, Sub-Recipient shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the Sub-Recipient's requirements under this MOU. This provision does not relieve Sub-Recipient of its contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide Sub-Recipient with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Sub-Recipient under this MOU given the limited scope of work or services provided by the Consultant(s). Sub-Recipient agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

14. Indemnification

Sub-Recipient shall fully defend, indemnify and hold harmless SCAG, its members, officers, employees, and agents from any and all claims, losses, liabilities, damages, expenses, suits or actions including attorneys' fees, brought forth or arising under any theories or assertions of liability, occurring by or resulting from or otherwise related to the Projects or this MOU. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits or actions that arise from SCAG's willful misconduct.

15. Disputes

Except as otherwise provided in this MOU, any dispute arising under this MOU which is not resolved by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision. If this provision differs from the rules of the American Arbitration Association, then this provision shall control. Sub-Recipient shall continue with the responsibilities under this MOU during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to

grant any remedy or relief that would have been available to the Parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by both Parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the Parties. Either Party may bring an action in court to compel arbitration under this MOU and to enforce an arbitration award.

16. Noncompliance

In the event of nonperformance or noncompliance with any requirement of this MOU, including but not limited to project schedule or milestone timelines, as outlined in the most current fully executed SOW Approval Form, SCAG may:

- a. Issue a written notice to stop work. If such notice is provided, Sub-Recipient and its Consultant(s) shall immediately cease all work under the MOU. SCAG has the sole discretion to determine that Sub-Recipient is in compliance with the terms and conditions after a stop work order, and to deliver a written notice to Sub-Recipient to resume work under this MOU.
- b. Terminate this MOU pursuant to Section 17.

Notwithstanding the provisions set forth above, or any other provision contained in this MOU, no remedy conferred by any of the specific provisions of this MOU or the SOW Approval Form, is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy existing at law or in equity or by statute or otherwise.

17. Termination of MOU

- a. Termination for Cancellation or Reduction in REAP 2.0 Funding. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD's termination. In the event HCD reduces funding to SCAG, SCAG shall have the unilateral right to proportionally reduce funding to Sub-Recipient or terminate this MOU.
- b. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, Sub-Recipient shall immediately take action to avoid incurring any additional obligation costs or expenses except as may be necessary to terminate its activities or the activities of its Consultant(s). SCAG shall pay Sub-Recipient its reasonable and allowable costs through the effective date of termination and is not liable for any expenses after termination, including any costs associated with Consultant(s). In such event, all finished or unfinished Work Products shall be provided to SCAG and Sub-Recipient shall be paid for all services performed by Consultant(s) and accepted by Sub-Recipient through the effective date of termination.

- c. Termination for Cause. If through any cause, either Party shall fail to timely and adequately fulfill its obligations under this MOU, or if either Party violates any of the covenants, terms, or stipulations of this MOU, the non-breaching Party shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the breaching Party of the intent to terminate and specifying the effective date thereof. The non-breaching Party shall provide a reasonable opportunity for the breaching Party to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination for cause provision, all finished or unfinished Work Products shall be provided to SCAG at its option.

18. Records Retention

- a. Sub-Recipient and its Consultant(s) shall maintain all source documents, books and records connected with the Projects, all procurements related to the Projects, all work performed under this MOU, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained by Sub-Recipient and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.

19. Monitoring and Audits

- a. SCAG may monitor expenditures and activities of Sub-Recipient and its Consultant(s) as SCAG deems necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.
- b. At any time during the term of this MOU, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Projects. At their request, Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
- c. Sub-Recipient agrees that SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. Sub-Recipient agrees to provide any relevant information requested. Copies shall be made and furnished to SCAG upon request at no cost to SCAG.
- d. Sub-Recipient agrees to permit SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the

purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.

- e. If there are audit findings from SCAG or HCD's audit, Sub-Recipient must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

20. Small Business and Disabled Veteran Business Enterprise Participation

- a. If for this MOU Sub-Recipient made a commitment to achieve small business participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) report to SCAG the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- b. If for this MOU Sub-Recipient made a commitment to achieve disabled veteran business enterprise ("DVBE") participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) certify in a report to SCAG: (1) the total amount the Sub-Recipient received under the MOU; (2) the name and address of the DVBE(s) that participated in the performance of the MOU; (3) the amount each DVBE received from the Sub-Recipient; (4) that all payments under the MOU have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (M&V Code § 999.5(d); Gov. Code § 14841.)

21. Compliance with Laws, Rules, and Regulations

- a. Sub-Recipient agrees to comply with all federal, state and local laws, rules and regulations applicable to this MOU.
- b. Non-Discrimination/Equal Employment Opportunity
 - i. During the performance of this MOU, Sub-Recipient assures that no person shall be denied the MOU's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Projects or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Sub-Recipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - ii. Sub-Recipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the

Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.

- iii. Sub-Recipient shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.
 - iv. Sub-Recipient shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
 - v. Sub-Recipient shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Projects to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.
- c. Recycling Certification. Sub-Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).
- d. Anti-Trust Claims. Sub-Recipient, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).
- e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:
- i. Sub-Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - ii. Sub-Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, the Sub-Recipient shall give priority consideration in filling vacancies in positions funded by the MOU to

qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

- g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC §10344(e).)

22. Public Works and Construction

Without limiting the generality of Section 21.a., Sub-Recipient agrees to ensure compliance with all applicable legal authority regarding construction standards and requirements, including but not limited to the following:

a. Labor Code Requirements

- i. Sub-Recipient is hereby put on notice that the one or more of the Projects under the MOU may qualify as a public works project and Sub-Recipient will therefore be required to determine whether the Project falls under a classification that would require payment of prevailing wages. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time.
- ii. If a Project qualifies as a public works project, Sub-Recipient shall be the Awarding Body for the public works project and required to comply with all requirements applicable to the Awarding Body.
- iii. If Sub-Recipient or its Consultant(s) will perform services that require payment of prevailing wages, they are required to register with the California Department of Industrial Relations (DIR) in order to be compliant with the law. Neither Sub-Recipient nor its Consultant(s) may work on a public works project without a current and active DIR registration.
- iv. In the event that Sub-Recipient or its Consultant(s) engages in the performance of a public work under this MOU as defined by Labor Code Section 1770 *et seq.*, Sub-Recipient and its Consultant(s) shall be required to cause such employees who are entitled to prevailing wages, to be paid the required wage amounts pursuant to applicable state law. Sub-Recipient and its Consultant(s) shall ensure compliance with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- v. Sub-Recipient further acknowledges that any work that qualifies as a public work within the meaning of California Labor Code Section 1720 shall require Sub-Recipient and its Consultant(s) to comply with the provisions of California Labor Code Sections 1775 *et seq.* Sub-Recipient agrees to ensure compliance with Labor Code Section 1776 regarding retention and inspection of payroll records and noncompliance penalties, Labor Code Section 1777.5 regarding employment of registered apprentices, and Labor Code Section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.

- b. Sub-Recipient shall comply with all applicable federal, state, and local procurement requirements for public works and construction projects and shall advertise, open bids, award, and approve all construction contracts in accordance with the California Public Contract Code and the California Labor Code.
- c. All construction contracts for the Projects shall be administered and managed by Sub-Recipient. Sub-Recipient shall prepare or have prepared a detailed schedule of performance for the Projects, ensuring that all construction is completed within the timeline allowed by the MOU. Sub-Recipient shall be responsible for requiring the construction contractor to furnish any applicable labor and material bonds and payments and performance bonds naming the Sub-Recipient as obligee, and SCAG as additional obligee, or an insurance policy in lieu of such bonds.
- d. Sub-Recipient agrees to procure any and all permits, licenses and approvals necessary to complete the Projects, including those necessary to perform design, construction, operation and maintenance, and to comply with all California Environmental Quality Act requirements applicable to the Projects. Sub-Recipient shall pay all charges and fees and give all notices necessary or incidental to the Projects.
- e. Sub-Recipient shall prepare, or have prepared, all plans, specifications and estimates for the Projects and ensure that the Projects comply with all applicable federal and state accessibility requirements, including but not limited to the Americans with Disabilities Act, including its implementing regulations at 24 CFR Part 8 and any amendments, and California Government Code Section 4450, and applicable requirements and guidance provided in Title 24 of the California Code of Regulations, for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability.
- f. Sub-Recipient shall conduct all necessary due diligence for the Projects, including but not limited to performing necessary environmental assessments/review of environmental hazard reports, conducting engineer/geotechnical review, commissioning title reports to identify and evaluate the condition of title and encumbrances on the subject property, determining the entity(ies) with site control, including whether any third parties have ownership or site control rights, and determining the suitability for the Project.
- g. Sub-Recipient shall ensure any contractors or subcontractors are paid in accordance with applicable laws and regulations.
- h. Sub-Recipient shall comply with the procedure set forth in Public Contracts Code Section 9204 for processing contractor claims, paying undisputed amounts, and requiring mediation of disputed amounts.
- i. Sub-Recipient shall be responsible for ensuring ongoing maintenance of the Projects after completion. SCAG shall not be responsible for ongoing maintenance of the Projects after completion.

23. Conflict of Interest

The Parties shall comply with all applicable federal and state conflict of interest laws, regulations, and policies.

24. Independent Contractor

Sub-Recipient and its Consultant(s) shall be independent contractors in the performance of this MOU, and not officers, employees, or agents of SCAG.

25. Assignment

Neither Party shall assign any rights or interests in this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

26. Release of Information

Sub-Recipient shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).

All public-facing communications materials relating to this MOU or its subject matter shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials.

To ensure consistency of public information about SCAG programs and funded work products, Sub-Recipient is required to notify and coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.

All communication materials must be provided to SCAG prior to completion so that inclusion of this element can be confirmed. SCAG will reply within three business days; if no reply is received, the Sub-Recipient can proceed without comments.

SCAG Communication Contact:

Alisha James
james@scag.ca.gov
(213) 236-1884

27. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and Sub-Recipient. This MOU shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

28. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

29. Survival

The following sections survive expiration or termination of this MOU:

- Section 10 (Work Products)
- Section 12 (Notices)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 15 (Disputes)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)
- Section 21 (Compliance with Laws, Rules, and Regulations)
- Section 22 (Public Works and Construction)
- Section 23 (Conflict of Interest)
- Section 26 (Release of Information)
- Section 31 (Jurisdiction and Venue)
- Section 32 (Waiver)

30. Flow-Down Provisions

Sub-Recipient shall include the following provisions in all agreements entered into containing funds provided under this MOU, require the provisions below that survive expiration or termination of this MOU to survive, and shall include a requirement in all agreements that each of them in turn include the requirements in all contracts and subcontracts they enter into to perform work under the Project. SCAG does not have a contractual relationship with Sub-Recipient's Consultants, and Sub-Recipient shall be fully responsible for monitoring and ensuring compliance with these provisions.

- Section 3.c. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0)
- Section 3.e. – 3.g. (Scope of Work and Sub-Recipient's Responsibilities – procurements)
- Section 3.k. (Scope of Work and Sub-Recipient's Responsibilities – penalty of perjury)
- Section 5.e. (Funding – repayment of ineligible costs)
- Section 6 (Invoices)
- Section 7 (Reporting)
- Section 8 (Accounting)
- Section 9 (Allowable Uses of Grant Funds)
- Section 10 (Work Products)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)
- Section 21 (Compliance with Laws, Rules, and Regulations)

Section 22 (Public Works and Construction)
Section 23 (Conflict of Interest)
Section 24 (Independent Contractor)
Section 25 (Assignment)
Section 26 (Release of Information)

Upon SCAG's request, Sub-Recipient shall provide SCAG a copy of any such agreement.

31. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Subject to the provisions in Section 15, the Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

32. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this MOU shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this MOU. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

33. Standard of Care

Sub-Recipient and its Consultant(s) shall perform the work required for the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

34. Force Majeure

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

35. Entire MOU

This MOU, comprised of these terms and conditions, the attached exhibits, and any properly executed amendments, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties with respect to the matters set forth herein.

36. Execution

This MOU, or any amendments related thereto, may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any amendments may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any amendment.

37. Effective Date

This MOU shall be effective as of the last date on which the document is executed by all Parties.

38. Authority

Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake the Projects, and, if applicable, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Sub-Recipient's governing body, authorizing receipt of the Grant Funds, and directing and designating the authorized representative(s) of Sub-Recipient to act in connection with the Projects and to provide such additional information as may be required by SCAG.

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
No. M-010-24**

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By:  DocuSigned by:
Cindy Giraldo
Chief Financial Officer
12/19/2023
Date

APPROVED AS TO FORM:

By:  DocuSigned by:
Jeffery Elder
Acting Chief Counsel
12/18/2023
Date

VENTURA COUNTY TRANSPORTATION COMMISSION (“Sub-Recipient”)

By:  DocuSigned by:
Martin R. Erickson
Executive Director
12/18/2023
Date

APPROVED AS TO FORM:

By:  DocuSigned by:
Steven T. Mattas
General Counsel
12/13/2023
Date

VCTC: Exhibit A1-A4 – Scopes of Work

Exhibit A-1 – VC01

Project Title: Countywide Transit Stops and Stations Needs Assessment and Infrastructure Improvements

Project Description: This project will conduct an inventory of all bus stops and train stations in Ventura County and will fund capital improvements at transit stops and stations owned by transit agencies and municipalities. Capital improvements that result from this project can be paired with future affordable housing investments within Ventura County to foster inclusive development and boost accessibility and mobility for historically disadvantaged communities.

Final Deliverable:

- Transit Stops and Stations Final Report
- Construction Improvements at Transit Stops and Stations

Project Budget: \$1,500,000

Exhibit A-2 – VC02

Project Title: Santa Paula Branch Line Trail Master Plan and Environmental Impact Report Update

Project Description: The project advances the Santa Paula Branch Line Trail Master Plan, including conceptual design, environmental, and permitting phases to improve active transportation connections to housing, transit, and job centers in the Santa Clara River Valley.

Final Deliverable:

- Final Master Plan
- Final EIR/EIS
- Environmental Permits Obtained

Project Budget: \$1,677,000

Exhibit A-3 – VC03

Project Title: Countywide Paratransit Integration Analysis

Project Description: The project will evaluate and provide recommendations for consolidation of all demand-response (paratransit and dial-a-ride) operations into a new countywide agency with a single call/dispatch center. By improving paratransit service, Ventura County will be able to more effectively and efficiently serve more locations enabling residents to maintain their mobility and independence while remaining connected to their community.

Final Deliverable:

- Implementation Plan
- Finance Plan

Project Budget: \$300,000

Exhibit A-4 – VC04

Project Title: Community Traffic Calming and Pedestrian and Bicycle Safety Program

Project Description: The project will establish a Community Traffic Calming Program in Ventura County. The program will target areas with excessive vehicle speeds, identify concepts for permanent infrastructure improvements, and develop and implement a comprehensive traffic calming program incorporating the SCAG Go Human toolkit.

Final Deliverable:

- Safety Educational Campaign Activities
- Preliminary Engineering and Cost Estimates
- Final Summary of Community Traffic Calming and Bicycle Safety Program and Safety Educational Campaign

Project Budget: \$300,000



Exhibit B – Scope of Work Approval Form

Regional Early Action Planning Grants of 2021 (REAP 2.0)
County Transportation Commission Partnership Program
Scope of Work Approval Form - Project Summary

CTC:

Project:

☐ Original Scope of Work Approval

☐ Revision Requested - Add, Remove, or Change Project Manager

☐ Revision Requested to Project Tasks (Please check all that apply)

☐ Revise/Delete a Previously Approved Task ☐ Task Budget Revision

☐ Project/Task Date Change ☐ Change in Deliverable (Interim)

☐ Other (Please describe)

SCAG Approval Date: _____

Revision No. **NUMBER**

Revision Effective Date: _____

Original Approved Summary of Projects Tasks (approved on **DATE)**

Project/Activity Tasks Outline

Task and sub-tasks	Staff/Consultant/ Both	Estimated cost	Begin date	End date	Deliverable
1.0 Project Administration and Management	Both	\$Click or tap here to enter text.			
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
Total Project Cost		\$Click to enter text.			



Regional Early Action Planning Grants of 2021 (REAP 2.0)
County Transportation Commission Partnership Program
Scope of Work Approval Form - Project Summary

Requested Revisions to Project Tasks *If a revision is requested, please also update the project/activity task outline(s) below and highlight the changes.*

Revised Project/Activity Tasks Outline

Task and sub-tasks	Staff/Consultant/ Both	Estimated cost	Begin date	End date	Deliverable
1.0 Project Administration and Management	Both	\$Click or tap here to enter text.			
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
Total Project Cost		\$Click to enter text.			

Route all budget changes to Accounting and B&G.

Signatures below to approve revisions also indicate approval of any modifications to subsequent pages.

Revision Approval Requested By:

CTC PROJECT MANAGER

Name / Title

Revision Approved By:

SCAG Deputy Director or Authorized Designee

Name / Title

Signature

Date

Signature

Date



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form – New Project Sheets

Project Metrics

Each REAP 2.0 project requires metrics to quantitatively measure the outcome of the project. Project metrics selected on this form will be included in the REAP 2.0 CTC quarterly progress reporting form. *Please select **all** metrics that will apply to your approved projects:*

1. **Sample**
☐ **Sample**



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form – New Project Sheets

1	Project
<input type="checkbox"/> Metrics for this project have been selected in the “Project Metrics” portion of this form.	
_____ (Insert Number of) Procurements Expected for this Project	
Brief Description of Project: (Pulled from project application) Alignment with SCAG Connect SoCal regional priorities: Connection to REAP 2.0 Objectives (AFFH, Reducing VMT, Accelerating Infill Development):	

Signatures on this page indicate approval of initial SAF in its entirety. Revisions do not require new signatures in this section.

Approved By:

CTC Project Manager

Name / Title

SCAG Project Manager

Name / Title

Signature

Date

Signature

Date

Initial SAF Approved By:

SCAG Deputy Director

Signature

Date

Exhibit C – Invoice Report**Invoice Submittal Instructions**

This checklist shows the required documents that must be included when submitting an invoice.

Data input is required in all tabs.

NOTE: Sub-recipient can only claim costs incurred and paid to date.

Invoice Attachments	Cost Reimbursement
Cost Reimbursement Summary	<input type="checkbox"/> (A)
Progress Report	<input type="checkbox"/> (B)
Line-Item Billing	<input type="checkbox"/> (C)
Labor Summary Report/Payroll Report	<input type="checkbox"/> (D)
ODC Summary	<input type="checkbox"/> (E)
Proof of Payments	<input type="checkbox"/> (F)

(A) The **Cost Reimbursement Summary** summarizes the information at the task level.

(B) The **Progress Report** shall describe the percentage and status of work completed at the task and overall level. The progress report should include the overall progress narrative including the work completed by the consultants. The progress report can be submitted in Word or PDF format, if desired.

(C) Enter all charges on the **Line-Item Billing** tab (direct labor, fringe, indirect/overhead, other direct costs, and consultants). The Sub-recipient can only claim costs incurred and paid to date. Reference all supporting documentation to the Line-Item Billing (in Column A)

(D) The **Labor Summary Report/Payroll Report** must account for the total SCAG activity for each employee during the pay period applicable to the project billed on the invoice.

(E) Provide a summary of **Other Direct Costs (ODCs)**, itemized by category. An example is provided.

(F) Submit proof of payments for all charges included in the **Line-Item Billing**.

1. Acceptable proof of payments are in the form of copy of checks or ACH payment confirmations. In addition, copy of paid invoices should also be provided for any consultants charges and payroll report/journal for all sub-recipient's direct labor charges.

2. Include a summary report from your financial accounting system showing total costs incurred to date (if available).

3. If the Indirect/Overhead Rate and/or Fringe Rate changed from the original approved rates, submit supporting documentation for review and approval with the invoice.

4. Reference all supporting documentation to the Line-Item Billing.

(G) Must submit electronic **Excel file** and signed **PDF file**.

Note: Sub-recipient is responsible for reviewing in detail all their consultant's charges and their subconsultant's charges, and verifying those charges are in compliance with the award and have been rendered in compliance with the Scope of Work. Sub-recipient shall retain all source documentation that account for Sub-recipient costs and payments made to consultants, contractors, vendors and subcontractors, including but not limited to, purchase orders, receipts, progress payments, subcontractor's invoices, timesheets, logs, travel requests, proof of payment, and financial reports. While some of these documents are not required to be submitted as part of the payment request, SCAG may request access to these documents at any time. Sub-recipient must retain these records as per Section 18 of the MOU and must ensure that only allowable costs are claimed.

Printed copy should be in Agency Letterhead

Cost Reimbursement Summary

Email Excel file and PDF file to:
accountspayable@scag.ca.gov
Cindy Giraldo
Chief Financial Officer
Southern California Association of Governments
900 Wilshire Blvd., Ste 1700
Los Angeles, CA 90017

Date: _____
Invoice #: _____
Billing Period: _____
MOU #: _____
OWP #: _____
MOU Term Date: _____
Project Title: _____

Full Project Budget Amount \$ -
Remaining Budget \$ -
Percentage of Project Budget Spent #DIV/0!
Overall Percentage of Work Completion 0.00%

Cost Categories	Budget	Current Invoice	Previously Invoiced	YTD Expenditure	Balance
Task #1	\$ -	\$ -	\$ -	\$ -	\$ -
Task #2	\$ -	\$ -	\$ -	\$ -	\$ -
Task #3	\$ -	\$ -	\$ -	\$ -	\$ -
Task #4	\$ -	\$ -	\$ -	\$ -	\$ -
Task #5	\$ -	\$ -	\$ -	\$ -	\$ -
Task #6 - 5% Admin	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

Please send check to:
CTC Name
Address
City/State/ZIP

By signing this report under penalty of perjury, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. I will retain all supporting documentation as required and make it available upon request. I will refund any audit disallowances to SCAG.

Signature of an Authorized Official

Full Name of an Official who is Authorized to Legally Bind the Organization

Title

Date



Invoice #: 0
Billing Period: 0
MOU #: 0

Progress Report
0

Overall Percentage of Work Completion: 0.00%

Task 1:	Task Name	0.00%
	<div><div></div></div>	
	<div><div></div></div>	
	<div><div></div></div>	
PENDING NEXT MONTH		
	<div><div></div></div>	
	<div><div></div></div>	
Task 2:	Task Name	0.00%
	<div><div></div></div>	
	<div><div></div></div>	
	<div><div></div></div>	
PENDING NEXT MONTH		
	<div><div></div></div>	
	<div><div></div></div>	
Task 3:	Task Name	0.00%
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	<div><div></div></div>	
PENDING NEXT MONTH		
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Task 4:	Task Name	0.00%
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	<div><div></div></div>	
PENDING NEXT MONTH		
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	<div><div></div></div>	
Task 5:	Task Name	0.00%
	<div><div></div></div>	
	<div><div></div></div>	
	<div><div></div></div>	
PENDING NEXT MONTH		
	<div><div></div></div>	
	<div><div></div></div>	
Task 6 - 5% Admin:	Task Name	0.00%
	<div><div></div></div>	
	<div><div></div></div>	
	<div><div></div></div>	
PENDING NEXT MONTH		
	<div><div></div></div>	
	<div><div></div></div>	

Invoice #:	0
Billing Period:	0
MOU #:	0

Reference No.	Cost Categories	Approved Rates	Task #1	Task #2	Task #3	Task #4	Task #5	Task #6 - 5% Admin	Grand Total (All tasks)
			Task Name	Task Name	Task Name	Task Name	Task Name	Task Name	
			Amount	Amount	Amount	Amount	Amount	Amount	Amount
	<u>Direct Labor Classification(s):</u>								
	Project Staff per Labor Summary Report/Payroll Report		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal - Direct Labor		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>Indirect/Overhead & Fringe</u> (inc. G&A):								
	Indirect/Overhead	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Fringe	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal - Overhead & Fringe (inc G&A):		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>Other Direct Costs (ODCs)</u>								
	Travel		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Printing - Directly Chargeable only		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Other		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Subtotal - ODCs:		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	<u>Consultant(s)</u>								
	Consultant 1		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Consultant 2		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Consultant 3		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Consultant 4		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Subtotal - Consultant(s):		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	GRAND TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

OVERALL PERCENTAGE OF COMPLETION FROM PROGRESS REPORT		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
BUDGET		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PREVIOUSLY (CUMULATIVE) REIMBURSED AMOUNT AFTER DISALLOWANCES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
YTD EXPENDITURES (BILLED TO DATE)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EARNED TO DATE		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
VARIANCE		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
								#DIV/0!

Labor Summary Report/Payroll Report

CTC is required to provide a labor summary report/payroll report that supports the Direct Labor costs for Project Staff billed in the Line-Item Billing.

The report should detail employee's name, hours, and pay rate. Report total must reconcile to the total labor costs billed and segregate employee labor costs to be charged to the 5% Admin portion of the project staff costs.



Invoice #: 0
Billing Period: 0
MOU #: 0

Other Direct Costs (ODC) Summary

0

Travel			
Date	Type	Purpose	Cost
			\$0.00

Printing - Directly Chargeable only			
Date	Type	Purpose	Cost
			\$0.00
			\$0.00

Other			
Date	Type	Purpose	Cost
			\$0.00
			\$0.00

Total ODC \$0.00 matches



Invoice #: 1
 Billing Period: 02/1/19-06/30/23
 MOU #: M-008-24

Other Direct Costs (ODC) Summary

LA01 Enhanced GoSGV E-Bike Share Program

Travel

Date	Type	Purpose	Cost
2/13/2019	Transportation	Meeting w/ Project Manager - Lunch	\$50.00
2/13/2019	Transportation	Travel back home from meeting - Mileage	\$25.00
			<u>\$75.00</u>

Printing - Directly Chargeable only

Date	Type	Purpose	Cost
2/7/2019	Printing	Marketing Posters	\$200.00
			<u>\$200.00</u>

Total ODC \$275.00

ODC Receipt Samples - (receipts to be retained by CTC for audit purposes):

FEDEX Printings
 4321 Hope St.
 Los Angeles, CA

02/07/2019 02:36 PM

TRANS - EEE74F9
 MCC - BCB78657
 PAYMENT - VISA 1234

SUBTOTAL: \$200.00
 TAX: \$0.00
 TOTAL: \$200.00

PLEASE COME AGAIN
 THANK YOU

← Trip Details

02/13/2019, 5:25 PM \$25.00
 Audi A4 8DREVKC

818 W. 7th Street, Los Angeles, CA
 1234 Valley Blvd, Rosemead, CA

Your trip with Yahir

Help Receipt

FOR PRO OF

UberX Receipt

FOR PRO OF

TRIP FARE MEMBERS ONLY

Trip Fare	\$22.69
Subtotal	\$22.69
Tolls, Surcharges, and Fees	\$2.31
Total	\$25.00

VISA 1234
 02/13/2019, 5:25 PM \$25.00

Meeting with Project Manager
 818 W. 7th Street
 Los Angeles

02/13/2019
 02:28 PM

\$50.00
 TRANS:B854
 AUTH: B7AF72F



TAX \$50.00
 VISA 1234 \$50.00

ICC
 APPROVED
 S819

Become a Member
 to Remove
 Watermark

THANK YOU
 CUSTOMER COPY

Exhibit D – Sub-Recipient Report Template

PENDING GUIDANCE FROM HCD

COVER PAGE
MEMORANDUM OF UNDERSTANDING
AMENDMENT NO. 1
No. M-010-24

SCAG Overall Work Program (OWP) No: 305-4926.01

MOU No: M-010-24

MOU Execution Date: December 19, 2023

Agency Contact: Martin Erickson

Project Participant Name: Ventura County Transportation Commission

Project Participant's UEI No: JEVVZV6ALEN5

MOU Amount: \$3,777,000

Subaward Period of Performance Start Date: April 12, 2023

Subaward Period of Performance End Date: June 30, 2026

Type of Contract: Project Specific

Method of Payment: (Reference Section 6 of MOU M-010-24)

Project Title: Ventura County Transportation Commission REAP 2.0 CTC Partnership Program Grant

Project Description: Ventura County Transportation Commission will utilize REAP 2.0 funding to fund county-specific pilots to meet REAP 2.0 Goals and Objectives within the SCAG region.

**AMENDMENT NO. 1
TO
MEMORANDUM OF UNDERSTANDING
No. M-010-24**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND VENTURA COUNTY TRANSPORTATION COMMISSION
FOR REAP 2.0 CTC PARTNERSHIP PROGRAM GRANT
(305.4926.01)**

This Amendment No. 01 (“Amendment”) to the underlying Memorandum of Understanding No. M-010-24 (“MOU”) is by and between the **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** (“SCAG”) and the **VENTURA COUNTY TRANSPORTATION COMMISSION** (“VCTC”), subsequently herein referred to as the “PROJECT PARTICIPANT,” for the **VENTURA COUNTY TRANSPORTATION COMMISSION REAP 2.0 CTC PARTNERSHIP PROGRAM GRANT** (“Project”) under the REAP 2.0 County Transportation Commission Partnership Program (“Program”). SCAG and the PROJECT PARTICIPANT are individually referred to herein as “Party” and may be collectively referred to herein as “Parties.”

RECITALS

WHEREAS, the Parties entered into the MOU dated December 19, 2023; and

WHEREAS, Section 11 of the MOU permits the Parties to amend the MOU through written amendment; and

WHEREAS, the purpose of Amendment No. 1 (“Amendment 1”) is to update Exhibit A to reflect current deliverables, amend the current period of performance end date of November 30, 2025, to June 30, 2026, amend the current final invoice submittal date from December 31, 2025, to June 30, 2026, amend the frequency of invoice submittal from monthly to quarterly, amend select project funding totals, add CEQA/NEPA responsibilities as applicable, amend the records retention date, and amend the SCAG Project Manager.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Section 2 (Term) is amended to read:

The Term of this MOU shall begin on the Effective Date and continue until June 30, 2026, (“Completion Date”), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

1. Section 3 (Scope of Work and Sub-Recipient’s Responsibilities) is amended to add sub-section (I):

1. Sub-Recipient shall be responsible for ensuring compliance with all applicable California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, and, as applicable, shall serve as the implementing agency for environmental approval(s).

2. Section 4 (Project Management) sub-section (b) is amended to read:

- b. For purposes of this MOU, SCAG designates the following individual(s) as its Project Manager:

Daniel Bezinovich
Senior Regional Planner
(213)630-1575
bezinovich@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to Sub-Recipient.

3. Section 5 (Funding) sub-section (a) is amended to read:

- a. SCAG's contribution to the Projects is funded wholly with REAP 2.0 funds, in an amount not to exceed \$3,777,000 ("Grant Funds"). The individual Projects shall be funded as follows ("Project Funds"):

VC01 - Countywide Transit Stops and Stations Needs Assessment and Infrastructure Improvements - \$3,100,000

VC02 - Santa Paula Branch Line Trail Master Plan and Environmental Impact Report Update - \$134,422

VC03 - Countywide Paratransit Integration Analysis - \$242,578

VC04 - Community Traffic Calming and Pedestrian and Bicycle Safety Program - \$300,000

4. Section 6 (Invoices) sub-sections (b) and (f) are amended to read:

- b. By the twenty-first following the start of a new fiscal quarter (i.e. January 21, April 21, July 21), Sub-Recipient shall submit an invoice for each Project to SCAG using the "Invoice Report" attached as Exhibit C. The Invoice Report must be submitted in both PDF format and the Excel file provided by SCAG. The Invoice Report shall also include, in narrative form, a progress report section with a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the invoiced period, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives. SCAG shall review the Invoice Report for compliance with this MOU. If SCAG determines that the Invoice Report is compliant with this MOU, SCAG shall approve the Invoice Report and issue payment to the Sub-Recipient.

- f. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of each individual Project, but no later than June 30, 2026, whichever is first. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.

5. Section 7 (Reporting) sub-section (c) is amended to read:

- c. When a Project is finalized, and no later than June 30, 2026, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.

6. Section 18 (Invoices) sub-sections (a) and (b) are amended to read:

- a. Sub-Recipient and its Consultant(s) shall maintain and make available, in accordance with Section 19 of this MOU, all source documents, books and records connected with the Project, documentation of its normal procurement policy and competitive procurement bid process and completed procurements related to the Project, all work performed under this MOU, all evidence of environmental clearance, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
 - b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained and made available by Sub-Recipient and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.
6. The “Scope of Work” Exhibit A-1, “Scope of Work” Exhibit A-2, and “Scope of Work” Exhibit A-3 are attached hereto and incorporated herein by this reference and shall replace in their entirety Exhibit A-1, Exhibit A-2 and Exhibit A-3, respectively.

In all other respects, the terms and conditions of the MOU, as amended, shall remain in full force and effect.

[Signatures on Following Page]

**SIGNATURE PAGE TO
AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING NO.
M-010-24**

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the dates indicated below:

Agency

<p>Signed by: By: <u><i>Martin R. Erickson</i></u> <small>25EAA80163E94E3...</small> Martin R. Erickson Executive Director</p>	<p><u>3/17/2025</u> Date</p>
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APPROVED AS TO FORM:

<p>Signed by: By: <u><i>Steven T. Mattas</i></u> <small>18F048F4826A4E8...</small> Steven T. Mattas General Counsel</p>	<p><u>3/17/2025</u> Date</p>
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SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

<p>DocuSigned by: By: <u><i>Cindy Giraldo</i></u> <small>00E46B3F0E8F43F...</small> Cindy Giraldo Chief Financial Officer</p>	<p><u>3/18/2025</u> Date</p>
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APPROVED AS TO FORM:

<p>DocuSigned by: By: <u><i>Richard Lam</i></u> <small>D5866DAB132A463...</small> Richard Lam Senior Deputy Legal Counsel</p>	<p><u>3/18/2025</u> Date</p>
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Exhibit A-1

Scope of Work

Exhibit A-1 – VC01

Project Title: Countywide Transit Stops and Stations Needs Assessment and Infrastructure Improvements

Project Description: This project will conduct an inventory of all bus stops and train stations in Ventura County and will fund capital improvements at transit stops and stations owned by transit agencies and municipalities. Capital improvements that result from this project can be paired with future affordable housing investments within Ventura County to foster inclusive development and boost accessibility and mobility for historically disadvantaged communities.

Final Deliverable:

- Transit Stops and Stations Final Report
- ~~Construction Improvements at Transit Stops and Stations~~ Procurement and Installation of Open-Loop Readers

Project Budget: \$1,500,000 \$3,100,000

Exhibit A-2

Scope of Work

Exhibit A-2 – VC02

Project Title: Santa Paula Branch Line Trail Master Plan and Environmental Impact Report Update

Project Description: The project advances the Santa Paula Branch Line Trail Master Plan, ~~including conceptual design, environmental, and permitting phases to~~ **which will** improve active transportation connections to housing, transit, and job centers in the Santa Clara River Valley.

Final Deliverable:

- ~~Final Master Plan~~ **Existing Analysis and Assessment**
- ~~Final EIR/EIS~~ **Outreach and Engagement Plan**
- ~~Environmental Permits Obtained~~

Project Budget: ~~\$1,677,000~~ **\$134,422**

Exhibit A-3

Scope of Work

Exhibit A-3 – VC03

Project Title: Countywide Paratransit Integration Analysis

Project Description: The project will evaluate and provide recommendations for consolidation of all demand-response (paratransit and dial-a-ride) operations into a new countywide agency with a single call/dispatch center. By improving paratransit service, Ventura County will be able to more effectively and efficiently serve more locations enabling residents to maintain their mobility and independence while remaining connected to their community.

Final Deliverable:

- Implementation Plan
- Finance Plan
- **Final Countywide Paratransit Integration Analysis**

Project Budget: ~~\$300,000~~ **\$242,578**

Exhibit A-4

Scope of Work

Exhibit A-4 – VC04

Project Title: Community Traffic Calming and Pedestrian and Bicycle Safety Program

Project Description: The project will establish a Community Traffic Calming Program in Ventura County. The program will target areas with excessive vehicle speeds, identify concepts for permanent infrastructure improvements, and develop and implement a comprehensive traffic calming program incorporating the SCAG Go Human toolkit.

Final Deliverable:

- Safety Educational Campaign Activities
- Preliminary Engineering and Cost Estimates
- **Final Summary of Community Traffic Calming and Bicycle Safety Program Safety Educational Campaign**

Project Budget: \$300,000