



VENTURA COUNTY TRANSPORTATION COMMISSION
751 E. DAILY DR., SUITE 420
CAMARILLO, CA 93010
(805) 642-1591

**REQUEST FOR PROPOSALS
TO PROVIDE CONSULTANT SERVICES TO
PREPARE A VENTURA COUNTY MULTIMODAL
TRANSPORTATION NETWORK CLIMATE VULNERABILITY
ASSESSMENT AND ACTION PLAN
LOCATED IN VENTURA COUNTY, CALIFORNIA**

**PROPOSAL RELEASE DATE: FRIDAY, MARCH 6, 2026
PROPOSALS DUE: 4:00 P.M. PST, FRIDAY, MAY 1, 2026**

I. PROCUREMENT SCHEDULE

Project Name	Ventura County Multimodal Transportation Network Climate Vulnerability Assessment and Action Plan
Issuance Date	Friday, March 6, 2026
Project Period	VCTC anticipates Plan approval by the VCTC Board on June 2, 2028.
Pre-Proposal Conference (Optional)	Wednesday March 25, 2026 @ 1:30 PM (PST) via Microsoft Teams Meeting
Questions from Proposers Deadline	Friday March 27, 2026 @ 4:00 PM (PST)
VCTC Responses to Questions	Monday, April 13, 2026
Proposal Submittal Due Date/Time	Friday, May 1, 2026 @ 4:00 PM (PST)
Interviews	Via Microsoft Teams Meeting (If needed)
Proposal Submittal Location	Via hard copy to: Ventura County Transportation Commission Attn: Caitlin Brooks 751 E. Daily Dr., Suite 420 Camarillo, CA 93010 Electronic copy via email to cbrooks@goventura.org
Anticipated Contract Award*	June 5, 2026
Solicitation Contact	Caitlin Brooks cbrooks@goventura.org
Contract Type	Firm, fixed fee compensated per task completion as identified in <i>Scope of Work</i>

All items contained in the procurement schedule above are subject to change. It is the Proposer's responsibility to check VCTC's website at <https://www.goventura.org/work-with-vctc/contracts/> for updates.

II. MINIMUM REQUIREMENTS

The Proposer shall have completed three (3) Climate Adaptation/Resiliency Plans or similar projects (e.g., Transportation Climate Adaptation Plan, Climate Resilience Plan, Vulnerability Assessment etc.) within the last seven (7) years.

The proposer shall also provide a minimum of three (3) references from the last seven (7) years for completed projects. Please ensure contact information for each reference is up to date.

III. PROPOSAL SUBMITTAL INSTRUCTIONS

The Ventura County Transportation Commission (VCTC), hereinafter referred to as VCTC or “Commission,” is soliciting proposals from qualified firms, hereinafter referred to as “Consultant”, to provide consultant services to assist VCTC in developing a Ventura County Multimodal Transportation Network Climate Vulnerability Assessment & Action Plan hereinafter referred to as “Project”, located in Ventura County, California. Interested Consultant(s) are to submit their proposals in accordance with the requirements outlined in this Request for Proposals (RFP).

The Scope of Work, in general, shall include the following tasks as described in detail in Section VI below:

1. Develop and Implement a Public Outreach Plan
2. Complete a Multimodal Transportation Vulnerability Network Assessment and Report
3. Recommend a Climate Adaptation Strategy and Funding Plan
4. Prepare a Final Adaptation Assessment and Action Plan
5. Prepare Transportation Emergency Preparedness Tools for Individuals/Families/Household
6. Board Review and Approval

A. Proposal Submittal Instructions (Required to Submit Hard and Electronic Copies)

Proposals shall be submitted in writing with one signed original and two (2) hard copies, along with one (1) original of the Fee Proposal in a separate sealed envelope, to:

Ventura County Transportation Commission
Attn: Caitlin Brooks
751 E. Daily Dr., Suite 420
Camarillo, CA 93010

Proposers shall submit their Technical Proposal and Cost Proposal as separate electronic files via email to Caitlin Brooks, cbrooks@goventura.org. The Technical Proposal shall be submitted in PDF format. The Cost Proposal shall be submitted separately in PDF format and also provided in Microsoft Excel or Comma-Separated Values (CSV) format. Appendices shall not be included as part of either the Technical Proposal or the Cost Proposal.

VCTC must receive both the electronic and hard copy versions to consider a proposal by 4:00 PM (PST) on Friday, May 1, 2026. Late proposals may not be accepted. Proposers are responsible for submitting their proposals completely and on time.

Proposals received after 4:00 PM (PST) on Friday, May 1, 2026, may be deemed non-responsive and may not be considered. Appendices may not be included as part of the technical or cost proposal.

Any questions concerning this RFP should be directed to Caitlin Brooks, Program Manager-Transportation Planning, by email: cbrooks@goventura.org no later than 4:00 PM PST on Friday, March 27, 2026. All questions and responses will be posted on VCTC's website (<https://www.goventura.org/work-with-vctc/contracts/>) as an addendum to the RFP.

There is no expressed or implied obligation for VCTC to reimburse responding firms for any expenses incurred in the preparation or delivery of proposals in response to this request. VCTC reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. All submissions are considered a matter of public record. All proposals must include the items listed below. VCTC reserves the right to deem any proposal(s) that does not adhere to any of the instructions contained in the RFP and/or addendums as non-responsive.

B. Proposal Information and Content

Proposals should be organized as follows and shall adhere to the following page limits for the proposal submittal:

1. **Cover Page** (1 Page Maximum) – Indicate RFP subject, name of proposer's firm, local address, telephone number, name of contact person, and date of proposal as well as the names and contact information of any subcontractors. Provide the names and titles of individuals authorized to make representations for the proposer.
2. **Table of Contents** (1 Page Maximum) – Include a clear identification of the material in the RFP by section and page number.
3. **Letter of Transmittal** (1 Page Maximum) – Briefly state the proposer's understanding of the work to be performed and illustrate commitment to perform the work within the specified duration.
4. **Profile of the Proposer** (1 Page Maximum) – State whether the firm is local, national, or international, and provide a summary of representative experience relevant to the work outlined in the RFP.
5. **Statement of Qualifications/List of Relevant Projects** (4 Pages Maximum) – Provide a brief statement of similar/relevant projects performed. Identify individuals who performed work on similar projects and individuals that will be assigned to this project. Provide a list of references for whom similar work has been performed, as well as references for any proposed subconsultants.
6. **Study Approach** (6 Pages Maximum) – Provide a detailed description of approaches to each task contained in the RFP. This should include potential challenges and methods to minimize or eliminate identified challenges.
7. **Project Team** (10 Pages Maximum) – Provide an organization chart with role descriptions and include key team member resumes.
8. **Innovative Approaches** (2 Pages Maximum) – Provide proposed innovative approaches to any tasks outlined in the RFP.

9. **Fee Structure** (See *Cost Proposal Template – Attachment B*) – Proposer shall submit a cost proposal by only utilizing the Excel template provided, refer to Attachment B. Note, in each section there are additional lines for any additional proposed costs. If necessary, proposers are allowed to add a single page explanation of costs to supplement their cost proposal and/or to clarify any costs.

In addition, the cost proposal shall be provided in two formats: 1) an Excel version with fields unlocked for ease of analysis and 2) a signed PDF version. These two cost proposal formats shall be submitted as separate documents, separate from the technical proposal. There are no formulas provided/contained in the Excel template and the proposer is responsible for any errors related to formulas or other inputs submitted to VCTC.

10. **List of References** (1 Page Maximum) - Provide a list of references for whom similar work has been performed and associated contact information for such references, as well as references for any proposed subcontractors.

C. Proposal Evaluation Criteria

Proposals will be reviewed by an evaluation committee established by VCTC. At VCTC's sole discretion, interviews may be arranged with some, all, or none of the proposers via Microsoft Teams. The time and date of interviews are subject to change. The basis of award shall be to the proposer that provides the best overall value to VCTC in light of the proposer's experience, capabilities, and approach with cost being only one factor. Based on the following selection criteria, an award may be made to other than the lowest-priced proposer.

The following guidance is provided to help proposers produce quality and concise proposals to maximize a proposal's chances of receiving applicable points:

The Study Approach Section (Section 6) of proposals should effectively communicate the proposer's understanding of the project and their management approach. In addition to describing or explaining the project, this section should include an identification of requirements and constraints to consider and address. It should demonstrate that the Consultant has the knowledge required and the capability needed to perform the tasks described in the Scope.

The Statement of Qualifications/List of Relevant Projects Section (Section 5) would benefit from descriptions of those projects and the relevant work that the proposing firm or its team members performed as a part of that project – especially for projects that VCTC staff may not be familiar with.

The Project Team Organization Chart (Section 7) descriptions should convey the expected roles, responsibility, and availability of the project manager and key staff. It should be clear who is doing what work. It should be clear that the project manager and team members have the necessary experience and qualifications to perform the work, including any certificates or licenses that may be appropriate.

Selection criteria and maximum points per category are as follows:

CRITERIA	POINTS
Understanding of Project (0 – 15 points)	
Proposed Team Qualifications & Resumes (0 – 25 points)	
Project Experience (0 – 25 points)	
Client References (0 – 10 points)	
Project and Schedule Management Approach (0 – 15 points)	

Cost Proposal and Fee Schedule (0 – 10 points)	
TOTAL (100 Points Possible)	

IV. RESERVATION OF RIGHTS

In conducting this Request for Proposals, VCTC reserves the right to:

1. Accept or reject any or all submittals, or any item or part thereof;
2. Issue subsequent Requests for Proposals;
3. Alter the Selection Process Dates;
4. Remedy technical errors in the Requests for Proposals process;
5. Request additional information from Proposers and investigate the qualifications of all firms under consideration;
6. Confirm any part of the information furnished by a Proposer;
7. Obtain additional evidence of managerial, financial or other capabilities;
8. Approve or disapprove the use of particular subcontractors;
9. Negotiate with any, all, or none of the Proposers;
10. Solicit best and final offers from all or some of the Proposers;
11. Award a contract to one or more Proposers;
12. Accept other than the lowest-priced Proposal;
13. Cancel or withdraw this Requests for Proposals at any time without prior notice and the VCTC makes no representations that any contract will be awarded to any Proposer responding to this RFP;
14. Waive informalities and irregularities in Proposals or the selection process.

V. FUNDING PARTNER AND OVERALL PROGRAM GOALS

This Project is funded by a grant from the Caltrans Sustainable Transportation Planning, Climate Adaptation Planning Grant Program. The Project will be completed in partnership with the Ventura County Community Foundation (VCCF).

VI. VENTURA COUNTY MULTIMODAL TRANSPORTATION NETWORK CLIMATE VULNERABILITY ASSESSMENT AND ACTION PLAN

SCOPE OF WORK

Background and Context

VCTC serves as the regional transportation planning agency for Ventura County. To address climate-related infrastructure challenges facing Ventura County, the Project will produce: (1) Countywide Multimodal Vulnerability Assessment; (2) Outreach Plan; (3) Climate Adaptation Strategy and Funding Plan; (4) Adaptation Assessment and Action Plan; and (5) a Transportation Emergency Preparedness Guide for Individual & Families. The project will be developed with input from an Advisory Team consisting of VCTC, co-grant recipient Ventura County Community Foundation (VCCF), project partners (such as Caltrans, County of Ventura, The Nature Conservancy), and VCTC's standing advisory committees (inc. all local jurisdictions and transit operators in Ventura County). VCCF will lead engagement with vulnerable communities and act as a convener for outreach activities. The Project should utilize Caltrans Climate Change Adaptation Strategy Report guidance, align with California Climate Adaptation Strategy priorities, make decisions based on best available climate science, facilitate partnerships and collaboration to leverage resources, and consider nature-based solutions to identify and address vulnerabilities associated with climate change and other natural hazards, and build on planning efforts by VCTC and partner agencies, such as VCTC & SBCAG's Transportation Emergency Preparedness Plan (TEPP), County of Ventura's VC Resilient Coastal Adaptation Project, Local City Emergency Response/Preparedness Plans, and Caltrans' Climate Resilience & Transportation Safety Plan for PCH (SR1).

Natural hazards due to climate change continue to have a major impact on transportation infrastructure in Ventura County, from a washed-out railroad bridge to road closures and damage from flooding, mud slides, and wildfires, including a Feb. 2024 landslide that closed the only direct route between Ojai and Santa Paula (SR-150) and the Nov. 2024 Mountain Fire, which actively threatened critical transportation infrastructure, including US-101, SR-118, SR-126, and the Camarillo, Somis, Moorpark, Ventura, and Santa Paula communities. During the 2017 Thomas Fire, 38.8 state highway miles in Ventura County were in the fire perimeter causing road closures, impacting travel and the local economy. Caltrans predicts the number of centerline roadway miles exposed to the risk of wildfire may grow to 155.6 miles in Ventura County by 2055 affecting all major state and local roads, rail, transit and active transportation. Heavy rains that occur after fires have caused devastating mudslides resulting in significant highway, roadway, and active transportation closures. The Project will build on prior climate change planning documents, going beyond macro-level analysis of climate change strategies, by identifying and prioritizing specific multimodal adaptation projects that also reduce greenhouse gas emissions with priority given to vulnerable communities. Based on feedback from disability advocates that the Ventura & Santa Barbara Counties Transportation & Emergency Preparedness Plan (TEPP) is heavily focused on agency response and lacks practical information for the public to understand and act upon. This Project will include an easy-to-use transportation emergency preparedness guide for individuals and families that builds upon the TEPP, with a focus on persons with access and functional needs and their caregivers, and would include a one-page form with transportation information for use during emergencies.

Significant scientific data and information on known and anticipated climate change impacts and vulnerabilities in Ventura County is available. Climate change data provided below is consistent with best scientific data included in local and regional documents such as the Watersheds Coalition of Ventura County's "Projected Changes in Ventura County Climate" and The Nature Conservancy's "Coastal Resilience Project." The temperature in Ventura County is projected to rise between 3.6 to 6.0 degrees Fahrenheit by 2099 compared to the projected statewide average of between 1 and 2.3 degrees (Climate Change and Health Profile Report for Ventura County, CDPH, Feb. 2017). Ventura County

Communities in Fire Hazard Severity Zones categorized as Very High by the CDPH report include: Piru, Fillmore, Santa Paula, and Ventura north of SR 126 between the LA County Line and US 101; Santa Paula and Ojai along SR 150 at various locations; between Ventura and Ojai on SR 33 and north of Ojai; between Ventura and the Santa Barbara County Line along US 101 and SR 1; Moorpark along SR 23 and SR 118; and Simi Valley along SR 118 at the LA County line. The amount of acreage burned due to wildfire is projected to increase by 1.49 in 2085. Caltrans predicts that the number of centerline roadway miles exposed to the risk of wildfire in Ventura County will grow to 155.6 miles in 2055 (high scenario) affecting state highways, local roads, rail, transit and active transportation facilities. Strong winter storms have caused transportation infrastructure to erode and mudslides especially in areas that have experienced wildfires. Ventura County is also at risk of hazards posed by sea level rise and coastal flooding. In 2010, approximately 7,266 residents lived on coastal blocks at risk of inundation from a 100-year flood. With an additional 55 inches of sea level rise, the inundation zone would potentially include 13,481 residents. A 69-inch sea level rise would expose 4.24 centerline miles of SR 1 to cliff retreat and would flood several miles of local roads in Oxnard and Port Hueneme that include the County's most disadvantaged communities.

Generally, the Multimodal Vulnerability Assessment and report will identify climate change and other natural hazards most likely to occur in Ventura County, which multimodal transportation facilities are at risk (highways and roads, airports, ports, rail facilities, active transportation facilities, and transit routes, centers, and stops), and the location of disadvantaged communities vulnerable to climate change impacts including potential health outcomes and social conditions. The Outreach Plan will implement a robust public engagement process that includes in-person and online public workshops and meetings, webpage, and digital outreach with priority emphasis on vulnerable communities. The Climate Adaptation Strategy and Funding Plan will prioritize vulnerable communities, identify and prioritize projects that provide both climate change mitigation and adaptation, consider nature-based solutions, and link projects with state and federal infrastructure grants. Finally, the draft and final Adaptation Assessment and Action Plan will be fully presented to and fully vetted by stakeholders including the public and adopted by the VCTC policy board.

Study Area

The study area encompasses all of Ventura County.

Scope of Work and Tasks

0. Project Management

0.1. Meetings

The Consultant shall report the status of the work effort, progress, and schedule on a monthly basis. Any modification to the frequency of project meetings shall be approved by both VCTC and the Consultant. The Consultant shall use systems that are compatible with already established VCTC systems, policies, software, procedures, and practices. Reports shall provide the necessary information to assure VCTC that the work is being accomplished as required and to facilitate invoice review and approval. The Consultant's project management system shall feature safeguards for the early identification of issues and their effective resolution.

0.2. Project Reporting

The Consultant's Project Manager is responsible for monitoring project performance and, if necessary, adjusting project resources to accomplish activities in a manner consistent with the adopted scope, budget, and schedule. The Consultant's Project Manager shall notify VCTC Project Manager or designee of any modification requests to the project scope, budget, and/or schedule and will adhere to the project requirements that are mutually agreed upon between VCTC and the Consultant. The base project schedule shall be submitted prior to the project kick-off meeting and will be reviewed and finalized

within seven (7) business days of the kick-off meeting. The Consultant shall also report all corrective measures to the VCTC Project Manager for review and approval. The deliverables are anticipated to be completed no later than May 5, 2028.

The Consultant shall provide a minimum of fourteen (14) calendar days to VCTC staff to thoroughly review each deliverable. More complex deliverables may require up to three (3) to four (4) additional weeks for VCTC review. A deliverable is not accepted until formal written notice is provided by VCTC's Project Manager or designee. This process shall ensure that quality is achieved through checking, reviewing, and the managing of work activities for both VCTC and the Consultant. The status of the work efforts shall be reflected in monthly progress reports documenting the Consultant's effort during the billing period, tasks to be accomplished over the next 30 days as well as any forthcoming challenges and issues and potential methods for resolution.

Prior to acceptance and finalization, **ALL** deliverables shall be submitted to VCTC at 90% completion for review. Work deliverables should be proofread before submission to VCTC and include minimal to no grammatical or spelling errors. Incomplete deliverables and/or deliverables submitted with excessive errors may be rejected until errors have been fixed.

DELIVERABLES:

1. Project schedule – Updated on monthly basis
2. Meeting agendas
3. Meeting minutes
4. Monthly Invoices and Progress Reports

1. Develop and Implement a Public Outreach Plan

1.1. Public Engagement Plan and Report

The Consultant shall prepare a public engagement plan that includes in-person and online public workshops and meetings, webpage, and digital outreach with emphasis on vulnerable communities. The Consultant is expected to provide outreach materials in both English and Spanish. As part of the Plan, the Consultant shall propose a range of community meetings, totaling no fewer than ten (10) community meetings to be facilitated throughout the Project.

1.2. Engage vulnerable communities to ensure full participation in the project.

The Project will include robust public engagement with emphasis on under-resourced and vulnerable communities. The Consultant shall prepare a public engagement plan, that utilizes methods including in-person and online public workshops and meetings, web page, and digital outreach with emphasis on vulnerable communities. Co-grant recipient VCCF will leverage its considerable experience engaging vulnerable and under-resourced communities to document the needs as expressed by under-resourced communities, and the action plan will address how those needs will be met. Additional engagement methods should include multi-lingual volunteer recruitment to mobilize nonprofit, government, faith-based organizations, businesses and service clubs; using culturally relevant approaches and language diversity; and representation of our diverse community on the leadership team guiding project development. VCCF will act as a convener to contact community groups and host meetings and the Consultant shall be responsible for preparing the engagement plan and draft outreach materials related to community engagement (including emails and flyers).

The multi-modal transportation climate vulnerability assessment shall be based on best available science that identifies climate and other natural hazards most likely to occur in Ventura County, which multi-modal transportation facilities are at risk, the location of under-resourced communities vis-à-vis at-risk facilities, and the unique needs of vulnerable and under-resourced communities. The adaptation strategy shall identify a comprehensive range of specific mitigation actions and potential projects that reduce the effects of climate change and other natural hazards, with an emphasis on protecting vulnerable communities, human health and preventing exacerbation of existing health, social and economic inequities. Planning-level cost estimates and a benefit-cost analysis shall be developed by the Consultant for each potential project to determine cost-effectiveness and co-benefits. A scoring system shall be developed by the Consultant to prioritize potential projects with the needs of under-resourced communities at the forefront of project selection and implementation.

1.3. Participate in Project Meetings

The Consultant shall participate in project meetings including community engagement meetings and workshops to gather information to assist in development of project deliverables.

DELIVERABLES:

1. Public Engagement Plan and Report (Materials will be provided in English and Spanish)
2. Project website
3. Project Print and Electronic material (In English and Spanish)
4. Notes from Project Meetings and Workshops
5. Monthly reports on vulnerable community engagement

2. Complete a Multimodal Transportation Vulnerability Network Assessment and Report

2.1. Multimodal Vulnerability Assessment and Report

The Consultant shall prepare an assessment identifying climate and natural hazards likely to occur and infrastructure and communities at risk. The Consultant shall refer to the Resiliency Guidebook Equity Checklist as part of the assessment.

The Assessment and Report shall be informed by and consistent with the priorities, goals, and actions of the California State Adaptation Strategy and follow State guidance on adaptation planning, including all six Adaptation Strategy priorities: Build a Climate Resilient Economy, Bolster Public Health and Safety to Protect Against Increasing Climate Risks, Accelerate Nature-Based Climate Solutions and Strengthen Climate Resilience of Natural Systems, Make Decisions Based on the Best Available Climate Science, and Partner to Collaborate and Leverage Resources. The Project shall build on prior climate change planning documents, going beyond macro-level analysis of climate change strategies by identifying and prioritizing specific multimodal adaptation projects that also reduce GHG emissions with priority given to vulnerable communities. The Project shall align with local and regional planning documents, such as: (1) Ventura County General Plan adaptation strategies, to relocate or reinforce bike trails, parking lots, and other beach access amenities away from the shoreline, reinforce roads and bridges from flooding through protection activities, and implement landslide stabilization and/or protection measures; (2) Ventura County Comprehensive Transportation Plan (VCTC, 2023), which supports multimodal transportation and reduction in vehicle miles traveled; (3) Port of Hueneme Strategic Plan (2020), which recommends developing long-range policy to incorporate climate change, sea level rise adaptation and resiliency with infrastructure investments; (4) Connect SoCal 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy, which supports the development of local climate adaptation

and hazard mitigation plans, improves community resiliency to climate change and natural hazards (SCAG Connect SoCal, Ch. 3); (5) Southern California Regional Climate Adaptation Framework, and Planning Guide (SCAG, 2021), which supports climate adaptation planning across the six-county SCAG region; and (6) County of Ventura Climate Action Plan (CAP) program and policies. For example, CAP program PFD-D Sea Level Rise Adaptation Response states that the County shall identify funding and create an action plan to protect, accommodate, or manage the retreat of County facilities to areas of higher elevation or reduced flood exposure. Further, the Project shall build on and advance the following: (1) Ventura County Multi-Jurisdictional Hazard Mitigation Plan (Ventura County, 2022) to improve transportation infrastructure and services to adapt to the effects of climate change and other hazards (i.e., wildfire, flood, landslide, drought); (2) Transportation Emergency Preparedness Plan (VCTC/SBCAG, 2020) to address challenges related to disasters by outlining roles and responsibilities of transit providers, emergency response agencies, government/nongovernment agencies, Communication procedures, and Summarize transit resources; and (3) Climate Change Vulnerability Assessment Summary Report (Caltrans D7), among others.

2.2. Project Evaluation

The Consultant should use a systematic approach to prioritize strategies and outcomes that provide direct and measurable climate change adaptation co-benefits across sectors and climate issues especially for the benefit of vulnerable communities. The Consultant will establish a mission statement, goals and objectives to guide development of the Project, and performance standards and criteria to assist in the evaluation and prioritization of proposed projects. The mission statement will be presented to the project advisory committees for feedback and consensus. Since the mission statement establishes the overall direction and vision of the Project, the mission statement would give priority to projects that provide multiple benefits especially for the benefit of under-resourced communities while ensuring that the Project will serve all communities and populations in Ventura County. The Consultant will develop a set of goals that support the mission statement and further address the desired results to enhance climate and community resilience across climate change and other natural hazards (such as wildfire, flooding, mudslides and earthquakes) and across sectors (such as social equity, improving health and daily living conditions, protecting the environment, and improving air quality especially in disadvantaged communities). The objectives that accompany each goal will describe how the goals will be met. The Consultant will develop performance standards derived from the mission statement, goals and objectives that define the criteria and methodology to assist in the evaluation of potential projects including the scoring of projects. Measurable co-benefits for each potential project can be estimated using readily accessible on-line tools provided by Caltrans and the California Air Resources Board.

The project team and Consultant will work with project partner The Nature Conservancy (TNC) to identify and incorporate nature-based solutions, informed by TNC's Coastal Resilience Ventura project (<https://coastalresilience.org/project/ventura-county/>). Nature-based solutions will be evaluated according to established valuation methodologies, such as those from The World Bank, White House Council on Environmental Quality, and The Nature Conservancy. Other non-measurable co-benefits will be given priority based on whether potential projects include those strategies. The adaptation needs of environmental resources in proximity to the transportation system, including coastal resources, wildlife connectivity, and wetlands, will be considered in the proposed project. Co-benefits to environmental resources will be identified and incorporated into the transportation projects evaluation and prioritization criteria.

2.3. Project Meetings and Workshops

The Consultant will participate in project meetings including community engagement meetings and workshops to gather information to assist in development of project deliverables.

DELIVERABLES:

1. Multimodal Vulnerability Assessment and Report
2. Comments on Task 2 project activities and deliverables
3. Attendance at Task 2 project meetings and workshops

3. Recommend a Climate Adaptation Strategy and Funding Plan

3.1. Climate Adaptation Strategy and Funding Plan

Based on input from Task 2, recommend a draft multimodal transportation network climate adaptation strategy and funding plan. Prepare a report summarizing the findings and recommendations.

To advance planning of specific climate adaptation projects, the assessment will utilize the California Life-Cycle Benefit/Cost Analysis Model (Cal-B/C) to estimate the reduction in: (1) greenhouse gas emissions and other pollutants that reduce the impacts of climate change, improve air quality and health; (2) person-hours of time saved that improve the quality of life; (3) accident cost savings as a measure of improved safety; and (4) travel and vehicle cost savings as a measure of reducing the cost of travel and improving the regional economy. In addition, the Cal-B/C model will be used to measure the cost-effectiveness of projects by comparing estimated life-cycle benefits to total life-cycle costs.

For active transportation projects, Cal-B/C will be used to produce estimated benefits for reduction in greenhouse gas emissions and other pollutants, journey quality, delay savings, and safety and health benefits. Under-resourced communities can be given priority based on whether potential projects serve these communities (based on data from CEJST, CES 4.0 and HPI) and the number of disadvantaged communities served based on the number of census tracts.

3.2. Project Evaluation

Evaluate project activities including review and comment on project activities and deliverables.

3.3. Project Meetings and Workshops

Participate in Task 3 project meetings including community engagement meetings and workshops to gather information to assist in development of project deliverables.

DELIVERABLES:

1. Draft Climate Adaptation Strategy and Funding Plan
2. Attendance and Notes for Task 3 project meetings and workshops

4. Prepare a Final Adaptation Assessment and Action Plan

4.1. Adaptation and Action Plan

Based on input from Task 3, finalize the adaptation assessment and prepare an action plan for adoption by the VCTC (lead agency) Board.

4.2. Project Evaluation

Evaluate project Task 4 activities including review and comment on project activities and deliverables.

4.3. Project Meetings

Participate in Task 4 project meetings.

DELIVERABLES:

1. Final Adaptation Strategy and Funding Plan

5. Prepare a Transportation Emergency Preparedness Guide for Individual/Families/Households

5.1. Develop TEPP Guide for individuals, families, and households

The Consultant will assist VCTC and VCCF to engage with under-resourced and vulnerable communities, with a particular emphasis on the disability community and caregivers to prepare an easy-to-use transportation emergency preparedness guide for individuals and families that builds upon the Ventura & Santa Barbara Counties Transportation & Emergency Preparedness Plan (TEPP). The Consultant will prepare tools that include practical information for the public to understand and act upon and will consider the needs of persons with access and functional needs and their caregivers. The Consultant will develop a one-page form with transportation information for use during emergencies. The tools will be specific to Ventura County but can be adapted and applied to other communities across the state.

DELIVERABLES:

1. TEPP Guide for Individuals/Families/Households, One-Page Emergency Transportation Information Form

6. VCTC Board Review and Approval

6.1. Commission Review / Approval

The Consultant will prepare a Final Draft Report for the VCTC Board, and include public review integration of VCTC Board feedback into a Final report. Following the approval of the Final Report by the Commission, the prioritized projects list and Adaptation Plan will be incorporated into local and regional plans, including the Ventura County Comprehensive Transportation Plan and Connect SoCal RTP/SCS.

DELIVERABLES:

1. Draft and Final Report for a Ventura County Transportation Network Climate Vulnerabilities and Adaptation Assessment and Action Plan
2. PowerPoint Presentation

VII. VCTC'S PROTEST PROCEDURES

A. General

1. This policy specifies procedures for Interested Parties (as hereinafter defined) protesting the following staff actions:

- a) A written notice, by, or on behalf of, the Executive Director denying a bidder's or proposer's request for a change in contract requirement; and
 - b) A written recommendation to Ventura County Transportation Commission ("VCTC") or a decision made by, or on behalf of, the Executive Director to disqualify a proposer, bidder or subcontractor; and
 - c) A written recommendation by, or on behalf of, the Executive Director that VCTC award a contract to a particular bidder or proposer.
2. This policy does not govern any VCTC staff decision not listed in this Section.
 3. When a protest has been properly filed, pursuant to the procedures hereinafter set forth, prior to contract award, the VCTC shall not award the contract prior to deciding the protest. When a protest has been properly filed before the opening of bids, bids shall not be opened prior to the VCTC decision on the protest. When a protest has been filed properly after the contract is awarded, the contract shall not be executed until the protest is resolved by the VCTC.
 4. Materials submitted as a part of the protest resolution process will be available to the public except to the extent that:
 - a) The information is designated proprietary by the person submitting the information to VCTC. If the person submitting material to VCTC considers that the material contains proprietary material which should be withheld, a statement advising of this fact shall be affixed to the front page of the material submitted and the alleged proprietary information must be specifically identified in the body of the materials wherever it appears.

B. Filing a Protest

1. Protests may be filed only by "Interested Parties". "Interested Parties" are defined as (a) bidders who have responded, and prospective bidders who may respond, to a request for bids, (b) prospective professional services contractors who may respond, and professional service contractors who have responded, to a request for proposals on a VCTC contract and/or a generally funded contract, and (c) subcontractors or suppliers at any tier who have a substantial economic interest in an award, a provision of the specifications, or a bid or proposal submitted to VCTC by a prime contractor, or in the interpretation of the provisions of such documents.
2. Protests to a contract requirement must be filed at least ten (10) working days prior to bid opening or the deadline for receiving proposals. Protests to VCTC staff actions must be filed within five (5) working days of receipt by the bidder or proposer from the Executive Director, or a person authorized to act on behalf of the Executive Director, or written notice of the VCTC staff action.
3. Protests shall be addressed to Ventura County Transportation Commission, 751 E. Daily Drive, Suite 420, Camarillo CA 93010, or such other address as may appear on the request for proposal for bid solicitation.
4. Protests shall be in writing and contain a statement of the ground(s) for protest. At least ten (10) copies of the protest shall be submitted by the protestor in the time and manner specified in this section.
5. The Executive Director, or an authorized person acting on behalf of the Executive Director, shall provide notice, by telephone, telephone facsimile (FAX) or by letter, to all bidders and/or persons who have submitted proposals on the contract which is subject to the protest known to VCTC. Such notice shall state that a protest has been filed with VCTC and identify the name of the protestor. The notice shall be given not more than five (5) working days after receipt of a properly filed

protest. The notice shall state that bidders will receive further information relative to the protest only by submitting a written request for further information to the Executive Director.

C. VCTC Preliminary Response to a Protest: Meeting with Staff to Attempt Early Resolution of the Protest

1. Not more than ten (10) working days after receipt of a properly filed protest, the Executive Director, or a person authorized to act on his or her behalf, shall prepare and distribute to the protestor and to all persons specified in Section B.5, above:
 - a) A written preliminary response to the protest. This response shall include a brief explanation of the reasons why the protested VCTC staff action is justified; and
 - b) The time, date and place of the meeting described in Section C.2, below.
2. The Executive Director and/or appropriate VCTC staff shall meet with the protestor to discuss and attempt to resolve the protest within thirty (30) days of the response required by C.1(a) above.
3. After the meeting required by Section C.2, above the protestor shall within five (5) working days give the Executive Director written notice that either the protest is withdrawn or, alternately, that the protestor requests further consideration of the protest. In the event that the protestor fails to file the notice required by this Section C.3 at the office of the Executive Director within five (5) working days after the meeting, the protest shall be deemed withdrawn.

D. Further Investigation

1. If a protest is not withdrawn pursuant to Section C.3, above, the Executive Director shall, within thirty (30) days of receipt of the notice from the protestor described in Section C.3, above, further investigate the protest with the assistance of the VCTC staff.
2. The Executive Director may contract for third-party consulting services when necessary to investigate a protest. The Executive Director may negotiate with the protestor and other interested parties the sharing of the cost of such consulting services.
3. As part of the investigation, the Executive Director shall establish a reasonable time within which VCTC, the protestor, and other interested parties shall exchange all documents and arguments relevant to the protest; provided, however, that such time shall not exceed thirty (30) days without the concurrence of the protestor and the Executive Director.

E. Intended Decision: Comments by Protestor and Other Parties

1. Following investigation, the Executive Director shall, within thirty (30) days, prepare and distribute to the protestor and all persons specified in Section B.5:
 - a) An intended decision recommending actions which the Executive Director believes the VCTC should take to resolve the protest and specifying the reasons for the recommended action of the VCTC.
 - b) A statement of the date within which the protestor and other persons must submit written comments with respect to the intended decision. Such date shall allow a reasonable period for rebuttal and shall vary according to the complexity of the particular protest;
 - c) Given written notice to all Interested Parties of the time, date and place of the VCTC meeting at which the protest will be considered.

2. The following materials shall be included in the agenda package sent to VCTC members prior to the VCTC meeting and shall be available to any person at the VCTC office at least five (5) working days before the hearing:
 - a) The intended decision described in Section E.1(a), above.
 - b) All written comments received within the submittal period described in Section E.1(b), above.
 - c) If the Executive Director has revised his/her intended decision since its distribution pursuant to Section E.2(a), above, a written description of the new intended decision and the reasons for revision.

F. VCTC Consideration

1. At the hearing, VCTC staff and any person may present evidence relating to the protest. At the beginning of the hearing, the Chair of the VCTC may announce time limits on testimony and other procedural rules which, in the opinion of the Chair, are reasonable necessary to preclude repetitious or irrelevant testimony and afford all persons wishing to testify the opportunity to be heard.
 2. In rendering its decision on the protest:
 - a) VCTC may adopted or amend the intended decision and findings of fact prepared by the Executive Director and Staff; or
 - b) Make findings and adopt a decision different from the findings and intended decision of the Executive Director; or
 - c) Elect to defer its decision and direct VCTC staff
 - d) To Further investigate the protest; or
 - e) Hire an impartial hearing officer to conduct a hearing and prepare a written recommended decision, including findings of fact, to be returned to VCTC for decision which shall be made pursuant to the procedures outlined in this Section.
-

ATTACHMENT A – DRAFT CONTRACT

ATTACHMENT B – COST PROPOSAL FORM

CONSULTING SERVICES AGREEMENT
BETWEEN THE
VENTURA COUNTY TRANSPORTATION COMMISSION
AND

“ _____ ”

CONTRACT NO. _____

THIS AGREEMENT for consulting services is made by and between the Ventura County Transportation Commission (“VCTC”) and _____ (“Consultant”) (together sometimes referred to as the “Parties”) as of June 5, 2026.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to VCTC the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2028, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect VCTC’s right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all work required by this Agreement in accordance with that degree of care, skill and diligence ordinarily exercised by professionals providing similar services in the same or similar locale and under circumstances to that of 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 Sections 1.1 and 1.2 above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION.

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

as specifically authorized by VCTC in writing, Consultant shall not bill VCTC for duplicate services performed by more than one person.

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 per month during the term of this Agreement, based on the cost for all services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain all the following information:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At VCTC's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by each employee, agent, and subcontractor of Consultant performing services hereunder;
- 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 eight hundred (800) hours within a twelve (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.
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

2.2 Monthly Payment. VCTC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. VCTC shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all expenses and activities performed during the invoice period for which Consultant expects to receive payment.

2.3 Reserved.

- 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 written 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 and incorporated herein as Exhibit C.
- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Consultant represents and warrants that Consultant is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18662, as it may be amended, and is exempt from withholding. Consultant accepts sole responsibility for verifying the residency status of any subcontractors and withhold taxes from non-California subcontractors.
- 2.7 **Payment upon Termination.** In the event that VCTC or Consultant terminates this Agreement for convenience pursuant to Section 8, VCTC shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.8 **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.
- 2.9 **False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.

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

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

limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and 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). 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 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. 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, as defined in Section 10.9. 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, automobile, and professional liability insurance for the term of this Agreement for risks associated with the work contemplated by this Agreement. No endorsement shall be attached limiting the coverage.

4.2.2 Minimum scope of coverage.

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and professional and 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.

- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

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

4.3 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 professionals performing work pursuant to this Agreement in an amount not less than **\$2,000,000** covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.

4.3.2 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 (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims- made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. VCTC shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the

Consultant cancels or does not renew the coverage.

- d. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under this Agreement.

4.4 Cyber Risk and Privacy Insurance.

4.4.1 Cyber Liability Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

4.5 All Policies Requirements.

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

4.5.2 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, this 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.

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

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

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

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

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

4.5.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors

shall be subject to all of the requirements stated herein.

4.5.7 Wasting Policy. No insurance policy required by Section 4 shall include a “wasting” policy limit, with the exception of Consultant’s Professional Liability Insurance Policy.

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.

Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend with counsel reasonably selected by VCTC, and hold harmless VCTC and its respective officials, officers, and employees from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance (“Claims”), arising, in whole or in part, out of Consultant’s performance pursuant to this Agreement, including claims arising out of the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents. The foregoing obligation of Consultant shall not apply to the extent the injury, loss of life, damage to property, or violation of law is or was caused by the negligence or willful misconduct of VCTC or its officers, employees, agents, or volunteers.

5.1 Insurance Not in Place of Indemnity. Acceptance by VCTC of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of

consideration.

- 5.2 **PERS Liability.** In the event that Consultant or any employee, agent, or 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.
- 5.3 **Third Party Claims.** With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent 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 agrees to waive any and all claims to, any compensation, benefit, or any incident of employment by VCTC, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of VCTC and entitlement to any contribution to be paid by VCTC for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant Not an Agent.** Except as VCTC may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of VCTC in any capacity whatsoever as an agent to bind VCTC to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all federal, state and local laws and regulations applicable to the performance of the work hereunder. Consultant's failure to comply with such law(s) or regulation(s) shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any

subcontractors shall comply with all applicable rules, contractual obligations, 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, including from VCTC, of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to VCTC that Consultant and its employees, agents, any 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 from VCTC.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, gender expression, sexual orientation or any other protected class under local, state, or federal law, 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.

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

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. VCTC may cancel this Agreement at any time and without cause (termination for convenience) upon written notification to Consultant.

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

In the event of termination for convenience, Consultant shall be entitled to compensation for services satisfactorily performed up to the effective date of termination.

In the event of termination for cause, VCTC, Consultant shall be entitled to compensation for services satisfactorily performed up to the effective date of termination; however, Consultant shall not be relieved of liability to VCTC for damages sustained by VCTC arising from Consultant's breach of this Agreement and VCTC shall have the right to set-off any such damages amounts it incurs in order to complete the work or otherwise related to the termination of Consultant against any payments owed to Consultant for that portion of the work which has been completed and accepted by VCTC.

Further, VCTC may condition payment of any compensation due to Consultant upon termination 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 Consultant to execute a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if VCTC grants such an extension, VCTC shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by 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 assign or 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 include, but not be limited to, the following:

- 8.6.1 Immediately terminate the Agreement;
- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that VCTC would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **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 is not necessarily suitable for any future or other use. VCTC and Consultant agree that, until final approval by VCTC, all such Work Product is confidential and will not be released to third parties without prior written consent of both Parties except as required by law. 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 three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of VCTC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of VCTC or as part of any audit of VCTC, for a period of three (3) years after final payment under the Agreement.
- 9.4 Records Subject to CPRA.** All responses to a Request for Proposals (RFP), invitation to bid issued by VCTC, or submitted to VCTC as part of the performance of this Agreement become the exclusive property of VCTC. At such time as VCTC selects a bid or proposal, all proposals received become a matter of public record, and shall be regarded as public records. Records that are submitted to VCTC that are plainly marked as “Confidential,” “Business Secret” or “Trade Secret” may be withheld from disclosure. VCTC shall not be liable or in any way responsible for the disclosure of any such records, proposals or portions thereof, if Consultant has not plainly marked it as a “Trade Secret” or “Business Secret,” or if disclosure is required under the Public Records Act.

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

information is in VCTC's possession, which includes a minimum retention period for such documents.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Ventura or in the United States District Court for the Central District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of VCTC or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000, *et seq.* Consultant shall not employ any VCTC official in the work performed pursuant to this Agreement. No officer or employee of VCTC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of VCTC. If Consultant was an employee, agent, appointee, or official of VCTC in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090, *et seq.*, the entire

Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse VCTC for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

Consultant:
TBD

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

- 10.11 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between VCTC and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein. In the event of a conflict between this Agreement and any of the Exhibits. This Agreement shall control. In the event of a conflict between Exhibit A and the subsequent Exhibits, Exhibit A shall control.

10.12

Exhibit A – Scope of Services
Exhibit B – Consultant's Proposal

Exhibit C – Cost Proposal

- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

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

VCTC

CONSULTANT

Martin R. Erickson, Executive Director

Approved as to Form:

Lindsay D'Andrea, General Counsel

EXHIBIT A
SCOPE OF WORK

I. VENTURA COUNTY MULTIMODAL TRANSPORTATION NETWORK CLIMATE VULNERABILITY ASSESSMENT AND ACTION PLAN SCOPE OF WORK

Background and Context

VCTC serves as the regional transportation planning agency for Ventura County. To address climate-related infrastructure challenges facing Ventura County, the Project will produce: (1) Countywide Multimodal Vulnerability Assessment; (2) Outreach Plan; (3) Climate Adaptation Strategy and Funding Plan; (4) Adaptation Assessment and Action Plan; and (5) a Transportation Emergency Preparedness Guide for Individual & Families. The project will be developed with input from an Advisory Team consisting of VCTC, co-grant recipient Ventura County Community Foundation (VCCF), project partners (such as Caltrans, County of Ventura, The Nature Conservancy), and VCTC's standing advisory committees (inc. all local jurisdictions and transit operators in Ventura County). VCCF will lead engagement with vulnerable communities and act as a convener for outreach activities. The Project should utilize Caltrans Climate Change Adaptation Strategy Report guidance, align with California Climate Adaptation Strategy priorities, make decisions based on best available climate science, facilitate partnerships and collaboration to leverage resources, and consider nature-based solutions to identify and address vulnerabilities associated with climate change and other natural hazards, and build on planning efforts by VCTC and partner agencies, such as VCTC & SBCAG's Transportation Emergency Preparedness Plan (TEPP), County of Ventura's VC Resilient Coastal Adaptation Project, and Caltrans' Climate Resilience & Transportation Safety Plan for PCH (SR1).

Natural hazards due to climate change continue to have a major impact on transportation infrastructure in Ventura County, from a washed-out railroad bridge to road closures and damage from flooding, mud slides, and wildfires, including a Feb. 2024 landslide that closed the only direct route between Ojai and Santa Paula (SR-150) and the Nov. 2024 Mountain Fire, which actively threatened critical transportation infrastructure, including US-101, SR-118, SR-126, and the Camarillo, Somis, Moorpark, Ventura, and Santa Paula communities. During the 2017 Thomas Fire, 38.8 state highway miles in Ventura County were in the fire perimeter causing road closures, impacting travel and the local economy. Caltrans predicts the number of centerline roadway miles exposed to the risk of wildfire may grow to 155.6 miles in Ventura County by 2055 affecting all major state and local roads, rail, transit and active transportation. Heavy rains that occur after fires have caused devastating mudslides resulting in significant highway, roadway, and active transportation closures. The Project will build on prior climate change planning documents, going beyond macro-level analysis of climate change strategies, by identifying and prioritizing specific multimodal adaptation projects that also reduce greenhouse gas emissions with priority given to vulnerable communities. Based on feedback from disability advocates that the Ventura & Santa Barbara Counties Transportation & Emergency Preparedness Plan (TEPP) is heavily focused on agency response and lacks practical information for the public to understand and act upon, the Project includes an easy-to-use transportation emergency preparedness guide for individuals and families that builds upon the TEPP, with a focus on persons with access and functional needs and their caregivers, and would include a one-page form with transportation information for use during emergencies.

Significant scientific data and information on known and anticipated climate change impacts and vulnerabilities in Ventura County is available. Climate change data provided below is consistent with best scientific data included in local and regional documents such as the Watersheds Coalition of Ventura County's "Projected Changes in Ventura County Climate" and The Nature Conservancy's "Coastal Resilience Project." The temperature in Ventura County is projected to rise between 3.6 to 6.0 degrees Fahrenheit by 2099 compared to the projected statewide average of between 1 and 2.3 degrees (Climate Change and Health Profile Report for Ventura County, CDPH, Feb. 2017). Ventura County Communities in Fire Hazard Severity Zones categorized as Very High by the CDPH report include: Piru, Fillmore, Santa Paula, and Ventura north of SR 126 between the LA County Line and US 101; Santa

Paula and Ojai along SR 150 at various locations; between Ventura and Ojai on SR 33 and north of Ojai; between Ventura and the Santa Barbara County Line along US 101 and SR 1; Moorpark along SR 23 and SR 118; and Simi Valley along SR 118 at the LA County line. The amount of acreage burned due to wildfire is projected to increase by 1.49 in 2085. Caltrans predicts that the number of centerline roadway miles exposed to the risk of wildfire in Ventura County will grow to 155.6 miles in 2055 (high scenario) affecting state highways, local roads, rail, transit and active transportation facilities. Strong winter storms have caused transportation infrastructure to erode and mudslides especially in areas that have experienced wildfires. Ventura County is also at risk of hazards posed by sea level rise and coastal flooding. In 2010, approximately 7,266 residents lived on coastal blocks at risk of inundation from a 100-year flood. With an additional 55 inches of sea level rise, the inundation zone would potentially include 13,481 residents. A 69-inch sea level rise would expose 4.24 centerline miles of SR 1 to cliff retreat and would flood several miles of local roads in Oxnard and Port Hueneme that include the County's most disadvantaged communities.

The Project will produce: (1) A Multimodal Vulnerability Assessment and report that identifies climate change and other natural hazards most likely to occur in Ventura County, which multimodal transportation facilities are at risk (highways and roads, airports, ports, rail facilities, active transportation facilities, and transit routes, centers, and stops), and the location of disadvantaged communities vulnerable to climate change impacts including potential health outcomes and social conditions; (2) An Outreach Plan to implement a robust public engagement process that includes in-person and online public workshops and meetings, webpage, and digital outreach with priority emphasis on vulnerable communities; (3) A Climate Adaptation Strategy and Funding Plan that prioritizes vulnerable communities, identifies and prioritizes projects that provide both climate change mitigation and adaptation, considers nature-based solutions, and links projects with state and federal infrastructure grants; and (4) a draft and final Adaptation Assessment and Action Plan fully vetted by stakeholders including the public and adopted by the VCTC policy board.

Study Area

The study area encompasses all of Ventura County.

0. Project Management

0.1. Meetings

The Consultant shall report the status of the work effort, progress, and schedule on a monthly basis. Any modification to the frequency of project meetings shall be approved by both VCTC and the Consultant. The Consultant shall use systems that are compatible with already established VCTC systems, policies, software, procedures, and practices. Reports shall provide the necessary information to assure VCTC that the work is being accomplished as required and to facilitate invoice review and approval. The Consultant's project management system shall feature safeguards for the early identification of issues and their effective resolution.

0.2. Project Reporting

The Consultant's Project Manager is responsible for monitoring project performance and, if necessary, adjusting project resources to accomplish activities in a manner consistent with the adopted scope, budget, and schedule. The Consultant's Project Manager shall notify VCTC Project Manager or designee of any modification requests to the project scope, budget, and/or schedule and will adhere to the project requirements that are mutually agreed upon between VCTC and the Consultant. The base project schedule shall be submitted prior to the project kick-off meeting and will be reviewed and finalized within seven (7) business days of the kick-off meeting. The Consultant shall also report all corrective measures to the VCTC Project Manager for review and approval. The deliverables are anticipated to be completed no later than May 5, 2028.

The Consultant shall provide a minimum of fourteen (14) calendar days to VCTC staff to thoroughly review each deliverable. More complex deliverables may require up to three (3) to four (4) additional weeks for VCTC review. A deliverable is not accepted until formal written notice is provided by VCTC's Project Manager or designee. This process shall ensure that quality is achieved through checking, reviewing, and managing work activities for both VCTC and the Consultant. The status of the work efforts shall be reflected in monthly progress reports documenting the Consultant's effort during the billing period, tasks to be accomplished over the next 30 days as well as any forthcoming challenges and issues and potential methods for resolution.

Prior to acceptance and finalization, **ALL** deliverables shall be submitted to VCTC at 90% completion for review. Work deliverables should be proofread before submission to VCTC and include minimal to no grammatical or spelling errors. Incomplete deliverables and/or deliverables submitted with excessive errors may be rejected until errors have been fixed.

DELIVERABLES:

1. Project schedule – Updated on monthly basis
2. Meeting agendas
3. Meeting minutes
4. Monthly Invoices and Progress Reports

1. Develop and Implement a Public Outreach Plan

1.1. Public Engagement Plan and Report

The Consultant shall prepare a public engagement plan that includes in-person and online public workshops and meetings, webpage, and digital outreach with emphasis on vulnerable communities. The Consultant is expected to provide outreach materials in both English and Spanish. As part of the Plan, the Consultant shall propose a range of community meetings, totaling no fewer than ten (10) community meetings to be facilitated throughout the Project.

1.2. Engage vulnerable communities to ensure full participation in the project.

The Project will include robust public engagement with emphasis on under-resourced and vulnerable communities. The Consultant shall prepare a public engagement plan, that utilizes methods including in-person and online public workshops and meetings, web page, and digital outreach with emphasis on vulnerable communities. Co-grant recipient VCCF will leverage its considerable experience engaging vulnerable and under-resourced communities to document the needs as expressed by under-resourced communities, and the action plan will address how those needs will be met. Additional engagement methods should include multi-lingual volunteer recruitment to mobilize nonprofit, government, faith-based organizations, businesses and service clubs; using culturally relevant approaches and language diversity; and representation of our diverse community on the leadership team guiding project development. VCCF will act as a convener to contact community groups and host meetings and the Consultant shall be responsible for preparing the engagement plan and draft outreach materials related to community engagement (including emails and flyers).

The multi-modal transportation climate vulnerability assessment shall be based on best available science that identifies climate and other natural hazards most likely to occur in Ventura County, which multi-modal transportation facilities are at risk, the location of under-resourced communities vis-à-vis at-risk facilities, and the unique needs of vulnerable and under-resourced communities. The adaptation strategy shall identify a comprehensive range of specific mitigation actions and potential projects that reduce the effects of climate change and other natural hazards, with an emphasis on protecting

vulnerable communities, human health and preventing exacerbation of existing health, social and economic inequities. Planning-level cost estimates and a benefit-cost analysis shall be developed by the Consultant for each potential project to determine cost-effectiveness and co-benefits. A scoring system shall be developed by the Consultant to prioritize potential projects with the needs of under-resourced communities at the forefront of project selection and implementation.

1.3. Participate in Project Meetings

The Consultant shall participate in project meetings including community engagement meetings and workshops to gather information to assist in development of project deliverables.

DELIVERABLES:

1. Public Engagement Plan and Report (Materials will be provided in English and Spanish)
2. Project website
3. Project Print and Electronic material (In English and Spanish)
4. Notes from Project Meetings and Workshops
5. Monthly reports on vulnerable community engagement

2. Complete a Multimodal Transportation Vulnerability Network Assessment and Report

2.1. Multimodal Vulnerability Assessment and Report

The Consultant shall prepare an assessment identifying climate and natural hazards likely to occur and infrastructure and communities at risk. The Consultant shall refer to the Resiliency Guidebook Equity Checklist as part of the assessment.

The Assessment and Report shall be informed by and consistent with the priorities, goals, and actions of the California State Adaptation Strategy and follow State guidance on adaptation planning, including all six Adaptation Strategy priorities: Build a Climate Resilient Economy, Bolster Public Health and Safety to Protect Against Increasing Climate Risks, Accelerate Nature-Based Climate Solutions and Strengthen Climate Resilience of Natural Systems, Make Decisions Based on the Best Available Climate Science, and Partner to Collaborate and Leverage Resources. The Project shall build on prior climate change planning documents, going beyond macro-level analysis of climate change strategies by identifying and prioritizing specific multimodal adaptation projects that also reduce GHG emissions with priority given to vulnerable communities. The Project shall align with local and regional planning documents, such as: (1) Ventura County General Plan adaptation strategies, to relocate or reinforce bike trails, parking lots, and other beach access amenities away from the shoreline, reinforce roads and bridges from flooding through protection activities, and implement landslide stabilization and/or protection measures; (2) Ventura County Comprehensive Transportation Plan (VCTC, 2023), which supports multimodal transportation and reduction in vehicle miles traveled; (3) Port of Hueneme Strategic Plan (2020), which recommends developing long-range policy to incorporate climate change, sea level rise adaptation and resiliency with infrastructure investments; (4) Connect SoCal 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy, which supports the development of local climate adaptation and hazard mitigation plans, improves community resiliency to climate change and natural hazards (SCAG Connect SoCal, Ch. 3); (5) Southern California Regional Climate Adaptation Framework, and Planning Guide (SCAG, 2021), which supports climate adaptation planning across the six-county SCAG region; and (6) County of Ventura Climate Action Plan (CAP) program and policies. For example, CAP program PFD-D Sea Level Rise Adaptation Response states that the County shall identify funding and create an action plan to protect, accommodate, or manage the retreat of County facilities to areas of

higher elevation or reduced flood exposure. Further, the Project shall build on and advance the following: (1) Ventura County Multi-Jurisdictional Hazard Mitigation Plan (Ventura County, 2022) to improve transportation infrastructure and services to adapt to the effects of climate change and other hazards (i.e., wildfire, flood, landslide, drought); (2) Transportation Emergency Preparedness Plan (VCTC/SBCAG, 2020) to address challenges related to disasters by outlining roles and responsibilities of transit providers, emergency response agencies, government/nongovernment agencies, Communication procedures, and Summarize transit resources; and (3) Climate Change Vulnerability Assessment Summary Report (Caltrans D7), among others.

2.2. Project Evaluation

The Consultant should use a systematic approach to prioritize strategies and outcomes that provide direct and measurable climate change adaptation co-benefits across sectors and climate issues especially for the benefit of vulnerable communities. The Consultant will establish a mission statement, goals and objectives to guide development of the Project, and performance standards and criteria to assist in the evaluation and prioritization of proposed projects. The mission statement will be presented to the project advisory committees for feedback and consensus. Since the mission statement establishes the overall direction and vision of the Project, the mission statement would give priority to projects that provide multiple benefits especially for the benefit of under-resourced communities while ensuring that the Project will serve all communities and populations in Ventura County. The Consultant will develop a set of goals that support the mission statement and further address the desired results to enhance climate and community resilience across climate change and other natural hazards (such as wildfire, flooding, mudslides and earthquakes) and across sectors (such as social equity, improving health and daily living conditions, protecting the environment, and improving air quality especially in disadvantaged communities). The objectives that accompany each goal will describe how the goals will be met. The Consultant will develop performance standards derived from the mission statement, goals and objectives that define the criteria and methodology to assist in the evaluation of potential projects including the scoring of projects. Measurable co-benefits for each potential project can be estimated using readily accessible on-line tools provided by Caltrans and the California Air Resources Board.

The project team and consultant will work with project partner The Nature Conservancy (TNC) to identify and incorporate nature-based solutions, informed by TNC's Coastal Resilience Ventura project (<https://coastalresilience.org/project/ventura-county/>). Nature-based solutions will be evaluated according to established valuation methodologies, such as those from The World Bank, White House Council on Environmental Quality, and The Nature Conservancy. Other non-measurable co-benefits will be given priority based on whether potential projects include those strategies. The adaptation needs of environmental resources in proximity to the transportation system, including coastal resources, wildlife connectivity, and wetlands, will be considered in the proposed project. Co-benefits to environmental resources will be identified and incorporated into the transportation projects evaluation and prioritization criteria.

2.3. Project Meetings and Workshops

The consultant will participate in project meetings including community engagement meetings and workshops to gather information to assist in development of project deliverables.

DELIVERABLES:

1. Multimodal Vulnerability Assessment and Report
2. Comments on Task 2 project activities and deliverables
3. Attendance at Task 2 project meetings and workshops

3. Recommend a Climate Adaptation Strategy and Funding Plan

3.1. Climate Adaptation Strategy and Funding Plan

Based on input from Task 2, recommend a draft multimodal transportation network climate adaptation strategy and funding plan. Prepare a report summarizing the findings and recommendations.

To advance planning of specific climate adaptation projects, the assessment will utilize the California Life-Cycle Benefit/Cost Analysis Model (Cal-B/C) to estimate the reduction in: (1) greenhouse gas emissions and other pollutants that reduce the impacts of climate change, improve air quality and health; (2) person-hours of time saved that improve the quality of life; (3) accident cost savings as a measure of improved safety; and (4) travel and vehicle cost savings as a measure of reducing the cost of travel and improving the regional economy. In addition, the Cal-B/C model will be used to measure the cost-effectiveness of projects by comparing estimated life-cycle benefits to total life-cycle costs.

For active transportation projects, Cal-B/C will be used to produce estimated benefits for reduction in greenhouse gas emissions and other pollutants, journey quality, delay savings, and safety and health benefits. Under-resourced communities can be given priority based on whether potential projects serve these communities (based on data from CEJST, CES 4.0 and HPI) and the number of disadvantaged communities served based on the number of census tracts.

3.2. Project Evaluation

Evaluate project activities including review and comment on project activities and deliverables.

3.3. Project Meetings and Workshops

Participate in Task 3 project meetings including community engagement meetings and workshops to gather information to assist in development of project deliverables.

DELIVERABLES:

1. Draft Climate Adaptation Strategy and Funding Plan
2. Attendance and Notes for Task 3 project meetings and workshops

4. Prepare a Final Adaptation Assessment and Action Plan

4.1. Adaptation and Action Plan

Based on input from Task 3, finalize the adaptation assessment and prepare an action plan for adoption by the VCTC (lead agency) Board.

4.2. Project Evaluation

Evaluate project Task 4 activities including review and comment on project activities and deliverables.

4.3. Project Meetings

Participate in Task 4 project meetings.

DELIVERABLES:

1. Final Adaptation Strategy and Funding Plan

5. Prepare a Transportation Emergency Preparedness Guide for Individual/Families/Households

5.1. Develop TEPP Guide for individuals, families, and households

The Consultant will assist VCTC and VCCF to engage with under-resourced and vulnerable communities, with a particular emphasis on the disability community and caregivers to prepare an easy-to-use transportation emergency preparedness guide for individuals and families that builds upon the Ventura & Santa Barbara Counties Transportation & Emergency Preparedness Plan (TEPP). The Consultant will prepare tools that include practical information for the public to understand and act upon and will consider the needs of persons with access and functional needs and their caregivers. The Consultant will develop a one-page form with transportation information for use during emergencies. The tools will be specific to Ventura County but can be adapted and applied to other communities across the state.

DELIVERABLES:

1. TEPP Guide for Individuals/Families/Households, One-Page Emergency Transportation Information Form

6. VCTC Board Review and Approval

6.1. Commission Review / Approval

The Consultant will prepare a Final Draft Report for the VCTC Board, and include public review integration of VCTC Board feedback into a Final report. Following the approval of the Final Report by the Commission, the prioritized projects list and Adaptation Plan will be incorporated into local and regional plans, including the Ventura County Comprehensive Transportation Plan and Connect SoCal RTP/SCS.

DELIVERABLES:

1. Draft and Final Report for a Ventura County Transportation Network Climate Vulnerabilities and Adaptation Assessment and Action Plan
2. PowerPoint Presentation

EXHIBIT B

CONSULTANT PROPOSAL

EXHIBIT C

COST ESTIMATE