



**VENTURA COUNTY TRANSPORTATION COMMISSION  
LOCAL TRANSPORTATION AUTHORITY  
AIRPORT LAND USE COMMISSION  
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES  
CONSOLIDATED TRANSPORTATION SERVICE AGENCY  
CONGESTION MANAGEMENT AGENCY**

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## **AGENDA\***

*\*Actions may be taken on any item listed on the agenda*

**CAMARILLO CITY HALL  
601 CARMEN DRIVE  
CAMARILLO, CA  
FRIDAY, JANUARY 6, 2017  
9:00 AM**

*In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in a Commission meeting, please contact the Clerk of the Board at (805) 642-1591 ext 101. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.*

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PUBLIC COMMENTS** – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Commission may, either at the direction of the Chair or by majority vote of the Commission, waive this three minute time limitation. Depending on the number of items on the Agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Also, the Commission may terminate public comments if such comments become repetitious. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Commission shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.*

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

5. **CALTRANS REPORT** - *This item provides the opportunity for the Caltrans representative to give update and status reports on current projects.*
6. **COMMISSIONERS / EXECUTIVE DIRECTOR REPORT** - *This item provides the opportunity for the commissioners and the Executive Director to report on attended meetings/conferences and any other items related to Commission activities.*
7. **ADDITIONS/REVISIONS** – *The Commission may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Commission subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Commission. If there are less than 2/3 of the Commission members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*
8. **CONSENT CALENDAR** - *All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no discussion of these items unless members of the Commission request specific items to be removed from the Consent Calendar for separate action.*

**8A. APPROVE SUMMARY FROM DECEMBER 2, 2016 VCTC MEETING – PG.5**

**Recommended Action:**

*Receive and File*

**Responsible Staff:**

**8B. MONTHLY BUDGET REPORT – PG. 11**

**Recommended Action:**

*Receive and File*

**Responsible Staff:**

**8C. PASSENGER RAIL UPDATE – PG. 17**

**Recommended Action:**

*Receive and File*

**Responsible Staff:**

**8D. FEDERAL TRANSIT ADMINISTRATION 2016 TRIENNIAL REVIEW – REVISED**

**VCTC PROCUREMENT POLICY AND ADMINISTRATIVE CODE - PG. 21**

**Recommended Action:**

- *Adopt attached Ordinance #2017-01 adopting an amendment to the Administrative Code.*
- *Adopt attached Resolution #2017-01 adopting the attached Procurement Policies and Procedures.*

**Responsible Staff: Peter De Haan**

**8E. APPROVAL OF CONTRACT WITH MOORE & ASSOCIATES FOR COMPLETION OF STATE REQUIRED TRANSPORTATION DEVELOPMENT ACT (TDA) TRIENNIAL PERFORMANCE AUDITS FOR VENTURA COUNTY TDA CLAIMANTS - PG. 29**

**Recommended Action:**

*Approve a contract with Moore & Associates not to exceed \$104,095 to complete the State required Transportation Development Act (TDA) Triennial Performance Audits for Ventura County Claimants.*

**Responsible Staff: Martin Erickson/Ellen Talbo**

**8F. CASH MANAGEMENT FOR DELAYED GRANTS FOR BUS PURCHASE --PG. 61**

**Recommended Action:**

*Authorize the Executive Director to utilize \$1,358,000 of State Transit Assistance (STA) fund balance for cash-flow purposes for the VCTC Intercity Fund until the Federal Transit Administration (FTA) grants are approved.*

**Responsible Staff: Aaron Bonfilio**

**8G. VCTC BOARD MEMBER APPOINTMENTS - PG. 63**

**Recommended Action:**

*At the February Meeting appoint VCTC members to the following:*

- SCAG Regional Council Member
- CALCOG Member
- SCRRA (Metrolink) Alternate Member
- LOSSAN Alternate Member

**Responsible Staff: Donna Cole**

**8H. VENTURA COUNTY AIRPORT LAND USE COMPATIBILITY PLAN UPDATE - PG. 69**

**Recommended Action:**

*Authorize staff to work with the County of Ventura, Department of Airports to obtain funding for an update to the Ventura County Airport Land Use Compatibility Plan (ALUCP) and for the Executive Director to issue a letter of support for the inclusion of an ALUCP update within the Department of Airports Capital Improvement Plan.*

**Responsible Staff: Steve DeGeorge**

**9. SANTA PAULA BIKE PATH PROJECT FUNDING INCREASE - PG. 71**

**Recommended Action:**

*Approve programming of \$824,834 in Congestion Mitigation and Air Quality (CMAQ) funds to cover the unanticipated additional cost to award the contract to complete the Santa Paula Bike Trail project.*

**Responsible Staff: Peter De Haan**

**10. LEGISLATIVE UPDATE AND POSITION ON BILL - PG. 79**

**Recommended Action:**

*Adopt "Support" position on AB 28 (Frazier) to allow continuation of project approval delegation to Caltrans for the National Environmental Policy Act (NEPA).*

**Responsible Staff: Peter De Haan**

**11. AUTHORIZATION FOR PURCHASE OF ONBOARD VIDEO SURVEILLANCE SYSTEMS AND EQUIPMENT- PG. 87**

**Recommended Action:**

- *Authorize the Executive Director to procure proprietary onboard video surveillance systems and equipment from Apollo Video Technologies for an amount not to exceed \$143,642.*
  
- *Approve finding of need for sole source justification (two-thirds vote required).*

**Responsible Staff: Aaron Bonfilio**

**12. VCTC GENERAL COUNSEL'S REPORT**

**13. AGENCY REPORTS**

**14. CLOSED SESSION**

**15. ADJOURN to 9:00 a.m. Friday, February 3, 2017**

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Item #8A

# Meeting Summary

**VENTURA COUNTY TRANSPORTATION COMMISSION  
LOCAL TRANSPORTATION AGENCY  
AIRPORT LAND USE COMMISSION  
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES  
CONSOLIDATED TRANSPORTATION SERVICE AGENCY  
CONGESTION MANAGEMENT AGENCY**

**CAMARILLO CITY HALL  
601 CARMEN DRIVE  
CAMARILLO, CA  
FRIDAY, DECEMBER 2, 2016  
9:00 AM**

**MEMBERS PRESENT:** Bryan MacDonald, Vice Chair, City of Oxnard  
Steve Bennett, County of Ventura  
Claudia Bill-de la Peña, City of Thousand Oaks  
Peter Foy, County of Ventura  
Ginger Gherardi, City of Santa Paula  
Brian Humphrey, Citizen Rep., Cities  
Severo Lara, City of Ojai  
Bill Little, City of Camarillo  
Carl Morehouse, City of San Buenaventura  
Linda Parks, County of Ventura  
Steve Sojka, City of Simi Valley  
Jim White, Citizen Rep., County  
John Zaragoza, County of Ventura  
Carrie Bowen, Caltrans District 7

**ABSENT:** Keith Millhouse, Chair, City of Moorpark  
Kathy Long, County of Ventura  
Manuel Minjares, City of Fillmore  
City of Port Hueneme

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

## ROLL CALL

### PUBLIC COMMENTS –

**Steve Brown, General Manager, Gold Coast Transit** - The Gold Coast Holiday Bus will debut at the Foodshare Pantry Food Tree event today and will be in Oxnard Christmas parade. He happily reported that their ridership is up and that they had close to 4 million riders this year.

**Daniel Chavez** spoke about accessibility issues with the transit system and the need to reduce amount of transfers. He said that it was unfortunate that Measure AA was defeated, but that he hopes to see a measure on the ballot again in the near future.

**Kevin Staker, Camarillo resident**, encouraged VCTC to try for a tax again as soon as possible. Let's talk positively about the future and allocate 80% to widen 101, 118. That is what voters care about. After we have added an extra lane to all freeways we can put money into public transit and cities.

### CALTRANS REPORT -

Carrie Bowen thanked everyone who worked on the sales tax effort. Transportation Infrastructure is of concern to the new administration. There are some possibilities for funding. However, prioritization and having projects read to go ready will be vital to compete for available funding.

### COMMISSIONER REPORTS

**Commissioner Gherardi** wished those who are leaving VCTC the best.

**Commissioner Morehouse** reported on the SCAG Economic Summit and the economic trajectory of the county. The failure of Measure AA will catch up with us in terms of jobs and housing

**Commissioner Zaragoza** thanked everyone who worked on Measure AA. We got closer than last time but we need to keep trying

**Commissioner Parks** commented that this was a difficult campaign but, unfortunately, not the will of the people at this point. It was a very high threshold to achieve. She will be hosting a dinner workshop about the Transportation of the Future on December 7 at 6 pm at Jeanette's in Newbury Park.

**Commissioner MacDonald** thanked all board members for the efforts on behalf of Measure AA and asked Darren Kettle to present certificates of recognition to those board members who are leaving VCTC.

**Commissioner Sojka** thanked VCTC for the work on Measure AA and efforts to move our transportation system forward. VCTC is good government in its purest form, acting for the good of the entire county.

**Commissioner Morehouse** said that he watched the evolution of VCTC from a small body to what it is today and is pleased that all cities now have an equal voice. Having the opportunity to sit on SCAG, VCTC, VCOG and GCT was very instrumental in helping him to connect the dots and understand our transportation systems.

**Commissioner Little** commented that we've come far in our goals and objectives for the county. This board needs to go back and repackage the sales tax for the voters. He added that he will always support this organization.

**Commissioner Lara** said he enjoyed the short time he spent on VCTC and that he is excited to grow and learn as a servant of this community

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**Commissioner Bennett** commented that Darren did a tremendous amount of work on Measure AA in his free time and demonstrated true professional commitment. We need to try again but now is the time to build a coalition.

**Commissioner Foy** thanked everyone who worked on behalf of Measure AA and said that we need to try again, but change priorities and strategy.

**Commissioner White** commented that as a citizen he appreciates all the work and energy and education that takes place in the elected world.

**Commissioner Bill-de la Peña** requested to have an analysis of the Measure AA results at a future meeting. She also thanked those who are departing for their dedication and service.

#### **EXECUTIVE DIRECTOR REPORT -**

**CYCLE 3 ACTIVE TRANSPORTATION PROGRAM (ATP) RECOMMENDATIONS** – The CTC has posted the list of projects recommended for funding under the statewide competitive portion of the ATP program. Seven (7) project applications, totaling approximately \$7 million, were submitted from jurisdictions within Ventura County and although the projects did not score high enough to make the funding cut-off under the Statewide Competitive Program, they have all been forwarded to SCAG for further consideration under the MPO Program. The good news is that the CTC staff has recommended approval of \$6.8 million under the Small Urban and Rural Program to construct the Rincon Multiuse Trail Project in Carpinteria. The trail will extend the existing Coastal Trail in Ventura County from the Ventura County line to Carpinteria Avenue in Santa Barbara County.

**LEGISLATIVE UPDATE** – Last month's election included 14 California county transportation measures, including 8 in counties such as Ventura with no prior measure, known as "aspiring" counties. As of earlier this week we heard that the measure in Monterey County is still not confirmed as having won, with several thousand provisional ballots uncounted and the number of "Yes" votes being only 900 votes over the 2/3rds threshold. Assuming the Monterey measure passes, which appears likely, then a total of 4 of the 8 "aspiring" counties will move to "self help" county status. Besides Monterey, those counties are Santa Cruz, Stanislaus, and Merced. Also our latest information is that San Luis Obispo County is still trailing but close with provisional ballots not fully counted. Besides Ventura the other "aspiring" counties that did not pass were Humboldt and Placer. As for "self help" counties with ballot measures adding funds, the Los Angeles County measure passed with over 70% of the vote, while the San Diego County measure failed.

There has been a significant amount of media coverage of the Trump Administration's plans to launch a large infrastructure program without adding to the deficit. Based on what has been said so far the centerpiece of this program would be to use private-sector funding, which would facilitate projects, such as privately-financed toll roads, that generate ongoing revenue streams. The challenge may be finding sufficient projects with the required characteristics to attract such private sector resources. Another issue is that the Republican Party platform included a provision to "phase out" federal transit subsidies, so it remains to be seen what action may occur along that line. President-Elect Trump has announced the nomination of Elaine Chao as Secretary of Transportation. Ms. Chao served as Secretary of Labor under President George W. Bush.

One important item of business remaining for the "lame duck" Congress is to extend the existing Continuing Resolution beyond its current December 9<sup>th</sup> expiration date. House Speaker Paul Ryan has announced a plan to extend the resolution to March, 2017, to give the new President time to prepare a budget proposal.

On the state level, as the Commission will recall it has supported transportation funding proposals introduced in the special legislative session on transportation. The Legislature closed down for the year on November 30<sup>th</sup> with no action taken on the transportation special session. The Governor has issued a brief statement saying that the Administration and Legislature are committed to addressing these issues next year.

**U.S 101 ALONG THE CENTRAL COAST DESIGNATED AS AN ALTERNATIVE FUEL CORRIDOR BY FHWA**

Staff working in partnership with the U.S. 101 Central Coast Coalition, comprised of regional transportation planning agencies in San Benito, Santa Cruz, Monterey, San Luis Obispo, and Santa Barbara counties, responded to the Federal Highway Administration (FHWA) solicitation under the Fixing America's Surface Transportation Act (FAST Act) to nominate corridors as Alternative Fuel Corridors. FHWA notified the Central Coast Coalition in November that the U.S. 101 throughout the central coast had been designated as a "sign ready" alternative fuel corridor along with 54 other routes in 35 states to form the National Alternative Fuel and Electric Charging Network. This program is designed to facilitate the use of alternative fuel vehicles, encourage development of alternative fuel charging stations and reduce greenhouse gas emissions.

**ADDITIONS/REVISIONS – None**

**8. CONSENT CALENDAR**

*Commissioner Sojka made a motion to approve all items as recommended on the Consent Calendar. The motion was seconded by Commissioner Zaragoza and passed by a unanimous roll call vote:*

**8A. APPROVE SUMMARY FROM OCTOBER 7, 2016 VCTC MEETING - Approve**

**8B. MONTHLY BUDGET REPORT – Receive and file**

**8C. MONTHLY BUDGET REPORT – Receive and file**

**8D. PASSENGER RAIL UPDATE – Receive and file**

**8E. FY 17/17 TRANSPORTATION DEVELOPMENT ACT (TDA) UNMET TRANSIT NEEDS PUBLIC HEARING SCHEDULE, PROCEDURES AND DEFINITIONS OF "UNMET TRANSIT NEEDS" AND "REASONABLE TO MEET" - Review and Approve Unmet Transit Needs Schedule and Definitions**

**8F. AGREEMENT WITH SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA) FOR FUNDING VCTC'S SHARE OF TICKET VENDING MACHINE PROJECT - Approve attached Agreement, including any subsequent technical changes, with SCRRA to provide \$1,800,600 for VCTC's share of the Ticket Vending Machine (TVM) Replacement Project.**

**8G. INSURANCE COVERAGE- Ratify the insurance renewal as presented for a total insurance cost of \$235,560 funded as part of the operational cost/indirect cost allocation plan in the Fiscal Year 2016/2017 Budget.**



**8H. GOLD COAST TRANSIT PROPOSITION 1B TRANSIT CAPITAL PROJECT APPROVAL - Adopt Resolution No. 2016-12 taking the following actions:**

- Approving the programming \$1,255,000 of Proposition 1B Transit Capital Funds to purchase Replacement Paratransit Vehicles for Gold Coast Transit. Approving the PTMISEA Certification and Assurances and agreeing to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations, and guidelines for all PTMISEA funded transit projects; and
- Authorizing the Executive Director to execute all required documents to receive the Transit Capital funds for the approved project.

**8I. VCTC 2017 REGULAR MEETING SCHEDULE - Adopt the schedule of regular monthly VCTC meeting dates for 2017**

**9 COMPREHENSIVE ANNUAL FINANCIAL REPORT-**

**Commissioner Gherardi** made a motion to approve the audited Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2015/2016. The motion was seconded by **Commissioner Zaragoza** and passed by a unanimous roll call vote.

**10. FISCAL YEAR (FY) 2016/17 TRANSIT PROGRAM OF PROJECTS (POP) – PUBLIC HEARING-**  
**There were no speakers for the Public Hearing**

**Commissioner Gherardi** made a motion to adopt the final Program of Projects approving the projects to receive Federal Transit Administration funds for all areas of Ventura County in FY 2016/17. The motion was seconded by **Commissioner Zaragoza** and passed by the following roll call vote:

**Yes:** Commissioners Sojka, Morehouse, Foy, Gherardi, Zaragoza, Little, Lara, White, Humphrey, Parks, Bill-de la Peña, MacDonald

**No:** None

**Abstain:** None

**Absent:** Commissioners Bennett, Millhouse, Long, Minjares

**11. PROPOSITION 1B CALIFORNIA TRANSIT SECURITY GRANT PROGRAM PROJECT APPROVAL**

**Commissioner Morehouse** made a motion to adopt Resolution No. 16-13 taking the following actions:

- Approving the programming of the following projects for Proposition 1B California Transit Security Grant Program funding:
  - \$1,324,772 for improvements to bridges and culverts along the Metrolink Rail Line in Ventura County, and
  - \$280,000 for Safety and Security Improvements at the Ventura County Transportation Commission Offices.
- Authorizing the Executive Director to execute all required documents to receive the Propositions 1B California Transit Security Grant Program funds for the approved projects.

The motion was seconded by **Commissioner Little** and passed by a unanimous roll call vote.

**12. VCTC GENERAL COUNSEL'S REPORT - No report**

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13. AGENCY REPORTS - *No reports*
14. CLOSED SESSION - *No Closed Session*
15. ADJOURN to 9:00 a.m. Friday, January 6, 2017



**Item #8B**

**January 6, 2017**

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: SALLY DEGEORGE, FINANCE DIRECTOR**

**SUBJECT: MONTHLY BUDGET REPORT**

**RECOMMENDATION:**

- Receive and file the monthly budget report for November 2016

**BACKGROUND:**

The monthly budget report is presented in a comprehensive agency-wide format with the investment report presented at the end. The Annual Budget numbers are updated as the Commission approves budget amendments or administrative budget amendments are approved by the Executive Director. Staff monitors the revenues and expenditures of the Commission on an on-going basis.

The November 30, 2016 budget reports indicate that revenues were approximately 26.90% of the adopted budget while expenditures were approximately 27.75% of the adopted budget. The revenues and expenditures are as expected. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on a percentage or monthly basis. Furthermore, revenues are often billed and reimbursed in arrears.

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

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

**VENTURA COUNTY TRANSPORTATION COMMISSION  
BALANCE SHEET  
AS OF NOVEMBER 30, 2016**

**ASSETS**

<b>Assets:</b>	
Cash and Investments - Wells Fargo Bank	\$ 7,877,498
Cash and Investments - County Treasury	16,799,337
Petty Cash	130
Receivables/Due from other funds	3,122,597
Prepaid Expenditures	150,037
Deposits	15,836
Capital Assets, undepreciated	26,153,437
Capital Assets, depreciated, net	<u>32,991,740</u>
<b>Total Assets:</b>	<b><u>\$87,110,612</u></b>

**LIABILITIES AND FUND BALANCE**

<b>Liabilities:</b>	
Accrued Expenses/Due to other funds	\$ 2,160,002
Deferred Revenue	2,412,320
Deposits	<u>400</u>
<b>Total Liabilities:</b>	<b><u>\$ 4,572,722</u></b>
<b>Net Position:</b>	
Invested in Capital Assets	\$59,145,177
Fund Balance	<u>23,392,713</u>
<b>Total Net Position</b>	<b><u>\$82,537,890</u></b>
<b>Total Liabilities and Fund Balance:</b>	<b><u>\$87,110,612</u></b>

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**FOR THE FIVE MONTHS ENDING NOVEMBER 30, 2016**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	VCTC Intercity Actual	Valley Express Actual	Fund Totals Over (Under)	Annual to Date	Variance Actual	% Year Actual
<b>Revenues</b>										
Federal Revenues	\$ 2,129,455	\$ 0	\$ 0	\$ 0	\$ 1,577,196	\$ 250,244	\$ 3,956,895	\$14,922,448	(10,965,553)	26.52
State Revenues	178,007	8,622,783	685,608	208,435	42,924	0	9,737,757	41,205,958	(31,468,201)	23.63
Local Revenues	315,142	0	0	627	1,185,318	1,060,776	2,561,863	4,311,459	(1,749,596)	59.42
Other Revenues	227	0	0	0	0	0	227	0	227	0.00
Interest	146	6,619	14,557	6,663	46	13	28,044	95,000	(66,956)	29.52
<b>Total Revenues</b>	<b>2,622,977</b>	<b>8,629,402</b>	<b>700,165</b>	<b>215,725</b>	<b>2,805,484</b>	<b>1,311,033</b>	<b>16,284,786</b>	<b>60,534,865</b>	<b>(44,250,079)</b>	<b>26.90</b>
<b>Expenditures</b>										
<b>Administration</b>										
Personnel Expenditures	953,011	0	0	0	68,675	23,397	1,045,083	2,975,000	(1,929,917)	35.13
Legal Services	3,585	0	0	0	0	0	3,585	24,000	(20,415)	14.94
Professional Services	59,084	0	0	0	0	0	59,084	106,500	(47,416)	55.48
Office Leases	66,236	0	0	0	0	0	66,236	155,300	(89,064)	42.65
Office Expenditures	215,323	0	0	0	37,613	12,814	265,750	436,700	(170,950)	60.85
<b>Total Administration</b>	<b>1,297,239</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>106,288</b>	<b>36,211</b>	<b>1,439,738</b>	<b>3,697,500</b>	<b>(2,257,762)</b>	<b>38.94</b>
<b>Programs and Projects</b>										
<b>Transit &amp; Transportation Program</b>										
Senior-Disabled Transportation	88,900	0	0	0	0	0	88,900	257,600	(168,700)	34.51
Fare Collection APC Systems	9,406	0	0	0	0	0	9,406	348,800	(339,394)	2.70
VCTC Intercity Bus Service	0	0	0	0	3,129,534	0	3,129,534	9,877,942	(6,748,408)	31.68
HVT Bus Contract Services	0	0	0	0	0	607,936	607,936	1,969,700	(1,361,764)	30.86
Nextbus	0	0	0	0	0	0	0	266,675	(266,675)	0.00
Transit Grant Administration	1,218,443	0	0	0	0	0	1,218,443	6,492,100	(5,273,657)	18.77
<b>Total Transit &amp; Transportation</b>	<b>1,316,749</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,129,534</b>	<b>607,936</b>	<b>5,054,219</b>	<b>19,212,817</b>	<b>(14,158,598)</b>	<b>26.31</b>
<b>Highway Program</b>										
Motorist Aid Call Box System	0	0	0	109,998	0	0	109,998	724,000	(614,002)	15.19
Highway Project Management	29	0	0	0	0	0	29	502,500	(502,471)	0.01
SpeedInfo Highway Speed Sensor	0	0	0	20,400	0	0	20,400	144,000	(123,600)	14.17
<b>Total Highway</b>	<b>29</b>	<b>0</b>	<b>0</b>	<b>130,398</b>	<b>0</b>	<b>0</b>	<b>130,427</b>	<b>1,370,500</b>	<b>(1,240,073)</b>	<b>9.52</b>

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	VCTC Intercity Actual	Valley Express Actual	Fund Totals Over (Under)	Annual to Date	Variance Actual	% Year Actual
<b>Rail Program</b>										
Metrolink & Commuter Rail	1,714,025	0	0	0	0	0	1,714,025	4,582,170	(2,868,145)	37.41
LOSSAN & Coastal Rail	1,594	0	0	0	0	0	1,594	6,100	(4,506)	26.13
Santa Paula Branch Line	65,895	0	0	0	0	0	65,895	700,500	(634,605)	9.41
<b>Total Rail</b>	<b>1,781,514</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,781,514</b>	<b>5,288,770</b>	<b>(3,507,256)</b>	<b>33.68</b>
<b>Commuter Assistance Program</b>										
Transit Information Center	6,358	0	0	0	0	0	6,358	31,500	(25,142)	20.18
Rideshare Programs	24,827	0	0	0	0	0	24,827	67,600	(42,773)	36.73
<b>Total Commuter Assistance</b>	<b>31,185</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>31,185</b>	<b>99,100</b>	<b>(67,915)</b>	<b>31.47</b>
<b>Planning &amp; Programming</b>										
Transportation Development Act	79,441	9,120,144	0	0	0	0	9,199,585	30,453,618	(21,254,033)	30.21
Transportation Improvement Program	4,370	0	0	0	0	0	4,370	47,300	(42,930)	9.24
Regional Transportation Planning	118,223	0	0	0	0	0	118,223	684,300	(566,077)	17.28
Airport Land Use Commission	40	0	0	0	0	0	40	9,000	(8,960)	0.44
Regional Transit Planning	47,284	0	0	0	0	0	47,284	616,300	(569,016)	7.67
Freight Movement	49	0	0	0	0	0	49	11,800	(11,751)	0.42
<b>Total Planning &amp; Programming</b>	<b>249,407</b>	<b>9,120,144</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,369,551</b>	<b>31,822,318</b>	<b>(22,452,767)</b>	<b>29.44</b>
<b>General Government</b>										
Community Outreach & Marketing	310,006	0	0	0	0	0	310,006	529,400	(219,394)	58.56
State & Federal Relations	43,087	0	0	0	0	0	43,087	106,900	(63,813)	40.31
Management & Administration	12,041	0	0	0	0	0	12,041	81,000	(68,959)	14.87
Office Building Purchase	12,099	0	0	0	0	0	12,099	3,317,001	(3,304,902)	0.36
<b>Total General Government</b>	<b>377,233</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>377,233</b>	<b>4,034,301</b>	<b>(3,657,068)</b>	<b>9.35</b>
<b>Total Expenditures</b>	<b>5,053,356</b>	<b>9,120,144</b>	<b>0</b>	<b>130,398</b>	<b>3,235,822</b>	<b>644,147</b>	<b>18,183,867</b>	<b>65,525,306</b>	<b>(47,341,439)</b>	<b>27.75</b>

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	VCTC Intercity Actual	Valley Express Actual	Fund Totals Over (Under)	Annual to Date	Variance Actual
<b>Revenues over (under) expenditures</b>	<b>(2,430,379)</b>	<b>(490,742)</b>	<b>700,165</b>	<b>85,327</b>	<b>(430,338)</b>	<b>666,886</b>	<b>(1,899,081)</b>	<b>(4,990,441)</b>	<b>3,091,360</b>
<b>Other Financing Sources</b>									
Transfers Into GF from LTF	4,307,713	0	0	0	0	0	4,307,713	4,307,713	0
Transfers Into GF from STA	99,335	0	0	0	1,500,000	0	1,599,335	6,918,230	(5,318,895)
Transfers Into GF from SAFE	10,326	0	0	0	0	0	10,326	15,000	(4,674)
Transfers Out LTF into GF	0	(4,307,713)	0	0	0	0	(4,307,713)	(4,307,713)	0
Transfers Out of STA into GF	0	0	(1,599,335)	0	0	0	(1,599,335)	(6,918,230)	5,318,895
Transfers Out of SAFE into GF	0	0	0	(10,326)	0	0	(10,326)	(15,000)	4,674
<b>Total Other Financing Sources</b>	<b>4,417,374</b>	<b>(4,307,713)</b>	<b>(1,599,335)</b>	<b>(10,326)</b>	<b>1,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Net Change in Fund Balances</b>	<b>1,986,995</b>	<b>(4,798,455)</b>	<b>(899,170)</b>	<b>75,001</b>	<b>1,069,662</b>	<b>666,886</b>	<b>(1,899,081)</b>	<b>(4,990,441)</b>	<b>3,091,360</b>
<b>Beginning Fund Balance</b>	<b>2,469,487</b>	<b>8,108,784</b>	<b>10,656,447</b>	<b>4,048,076</b>	<b>0</b>	<b>9,000</b>	<b>25,291,794</b>	<b>17,224,142</b>	<b>8,067,652</b>
<b>Ending Fund Balance</b>	<b><u>\$ 4,456,482</u></b>	<b><u>\$3,310,329</u></b>	<b><u>\$9,757,277</u></b>	<b><u>\$4,123,077</u></b>	<b><u>\$ 1,069,662</u></b>	<b><u>\$ 675,886</u></b>	<b><u>\$ 23,392,713</u></b>	<b><u>\$12,233,701</u></b>	<b><u>\$11,159,012</u></b>

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION  
INVESTMENT REPORT  
AS OF NOVEMBER 30, 2016**

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

<b>Institution</b>	<b>Investment Type</b>	<b>Maturity Date</b>	<b>Interest to Date</b>	<b>Rate</b>	<b>Balance</b>
Wells Fargo – Checking	Government Checking	N/A	\$271.28	0.01%	\$ 7,877,498.15
County of Ventura	Treasury Pool	N/A	27,822.91	0.73%	16,775,236.98
<b>Total</b>			<b>\$28,094.19</b>		<b>\$24,652,735.13</b>

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

The Commission's checking accounts for the General Fund are swept daily into a money market account. The interest earnings are deposited the following day. The first \$250,000 of the combined deposit balance is federally insured and the remaining balance is collateralized by Wells Fargo Bank. A portion of interest earned in the General Fund is for Proposition 1B funds and is reclassified and is not shown as General Fund interest in the Statement of Revenues, Expenditures and Changes in Fund Balance.

The Commission's Local Transportation Funds (LTF), State Transit Assistance (STA) funds and SAFE funds are invested in the Ventura County investment pool. Interest is apportioned quarterly, in arrears, based on the average daily balance. The investment earnings are generally deposited into the accounts in two payments within the next quarter. Amounts shown are not adjusted for fair market valuations.

For Management Reporting Purposes Only





**Item #8C**

**January 6, 2017**

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: ELLEN TALBO, TRANSIT PLANNING MANAGER**  
**SUBJECT: PASSENGER RAIL UPDATE**

**RECOMMENDATION:**

- Receive and file.

**BACKGROUND:**

This report provides a monthly update of regional passenger rail activities. The information in this update focuses on regional commuter rail (Metrolink), intercity rail (Amtrak), and other rail-related issues pertinent to Ventura County.

**DISCUSSION:**

**Metrolink**

During the month of November, ridership on the Ventura County portion of the VC Line averaged 1,809 total boardings per weekday (inbound and outbound) resulting in a year over year decrease of 2.3% on the line. Systemwide ridership experienced a year over year decrease of 4.5%. In general, morning trains #102 and #104 into Los Angeles Union Station, and evening trains #117 and #119 into East Ventura Station continue to attract the highest number of passengers on the VC Line.

Monthly ridership statistics for the month of November 2016 are provided in the attachment for reference. Metrolink on-time performance, which denotes trains arriving within five minutes of scheduled time, for the month of September was 94.8% reflecting little change from the monthly average. On-time performance on the VC Line continues to perform above the systemwide average.

At the request of the member agencies, Metrolink formed a staff working group to discuss the concept of using federal funds for preventative maintenance and new transportation services. After several months of meetings, a principles document has been prepared and the groundwork laid to initiate a process to allocate funds for preventive maintenance within the FY2017-18 Budget development process. The principles document was presented to the Metrolink Board in December, and though it was received positively, there is Board interest in the future of service levels on the Ventura County Line.

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In December, Metrolink staff shared that Metrolink is approaching its 25th anniversary. Metrolink staff is seeking to develop an extensive marketing/communication outreach effort in order to promote the value Metrolink has provided the region over the past 25 years. Staff is working with Metrolink to evaluate a 10-month long celebration with themes occurring throughout the year to celebrate systemwide accomplishments. Moorpark and Simi Valley Stations were designed as stations in part of the original system when the Metrolink system debuted in 1992.

**LOSSAN**

Due to the cancellation of the Executive Management and Board meetings for the month of December, LOSSAN updates will be provided in the next month's passenger rail report.

## November 2016 Metrolink Ridership

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)  
NOVEMBER 2016 vs. OCTOBER 2016 (MONTH OVER MONTH)

MO/YR	Ventura County Portion	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA (weekday)
<b>Nov-16</b>	1,809	3,762	39,674	N/A
<b>Oct-16</b>	1,753	3,679	39,674	196
<i>Change</i>	<i>3.19%</i>	<i>2.26%</i>	<i>0.00%</i>	<i>N/A</i>

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)  
NOVEMBER 2016 vs. NOVEMBER 2015 (YEAR OVER YEAR)

MO/YR	Ventura County Portion	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA (weekday)
<b>Nov-16</b>	1,809	3,762	39,674	N/A
<b>Nov-15</b>	1,852	3,632	41,552	195
<i>Change</i>	<i>-2.32%</i>	<i>3.58%</i>	<i>-4.52%</i>	<i>N/A</i>

5 YEAR SNAPSHOT OF AVERAGE DAILY TOTAL BOARDINGS (INBOUND and OUTBOUND)

MO/YR	Ventura County Line	VC County Portion	System Grand Total	Average Daily Metrolink Monthly Passholders on Amtrak (weekday)
16-Nov	3,762	1,809	40,279	N/A
15-Nov	3,632	1,852	41,552	195
14-Nov	3,787	1,997	41,778	220
13-Nov	3,643	1,753	42,181	208
12-Nov	3,943	2,109	43,418	204

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Item #8D

January 6, 2016

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: PETER DE HAAN, PROGRAMMING DIRECTOR**

**SUBJECT: FEDERAL TRANSIT ADMINISTRATION 2016 TRIENNIAL REVIEW – REVISED VCTC PROCUREMENT POLICY AND ADMINISTRATIVE CODE**

**RECOMMENDATION:**

- Adopt attached Ordinance #2017-01 adopting an amendment to the Administrative Code.
- Adopt attached Resolution #2017-01 adopting the attached Procurement Policies and Procedures.

**BACKGROUND:**

Every three years the Federal Transit Administration (FTA) conducts a review of compliance with FTA funding requirements. This review includes a document review and a visit to the offices and facilities of VCTC and one or more subrecipients. This year's visit, which included the paratransit operations offices for contractors to the Cities of Camarillo and Thousand Oaks, was completed March 11<sup>th</sup>. On May 11<sup>th</sup>, FTA sent to the VCTC Chair and to staff the final Triennial Review report, which contained four unresolved findings with corrective actions specified. Staff submitted documentation for the required actions and FTA issued the Close-out Letter on December 12<sup>th</sup>. Commission action is required to complete one of these corrective actions: to approve an updated VCTC Procurement Policy.

The following is a summary of the areas for which the final Triennial Review report required corrective actions:

Disadvantaged Business Enterprise (DBE): The Commission adopted its current DBE goal of 12.5% at the June, 2015 meeting. Subsequent to that approval, notices for a 45-day public review were posted in the Ventura County Star and Vida Newspaper. After no comments were received, staff forwarded the DBE goal to FTA for approval. However, prior to Commission approval staff was unaware that a new FTA policy was in effect requiring consultation with interested parties prior to VCTC goal approval. Since there had been no such consultation, or even attempted consultation beyond the publication of the notice, FTA required that VCTC consult interested parties such as chambers of commerce and small business groups, and based on that input possibly approve and submit to FTA a revised DBE goal that would recognize VCTC's outreach to interested groups. VCTC has now completed the required consultation and received no feedback indicating that the DBE adopted goal should change, so FTA has accepted VCTC's DBE goal without change.

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Title VI (Civil Rights): The opportunity for public input is required prior to significant changes to the public participation plan for the Title VI civil rights program. During the review there was no documentation of a public notice having been published regarding the Title VI public participation plan, so VCTC was required to develop a written procedure ensuring that such notices are published in the future whenever there is a significant change. That procedure has now been submitted to FTA and approved.

Technical Capacity: FTA found in its review that VCTC's subrecipients were being checked for most, but not all, FTA requirements; so VCTC staff was required to submit a revised subrecipient monitoring procedure to ensure all requirements are checked and compliance documented. That procedure has now been submitted and approved.

Procurement: The FTA reviewers noted that VCTC's Procurement Policy had not been updated for many years and so have directed that the policy be updated to reflect current FTA requirements. The required revised Policy has been reviewed and approved by FTA and is attached for Commission adoption.

### **DISCUSSION:**

Given the considerable time that has passed since the last Procurement Policy update, staff has elected to do a comprehensive rewriting rather than make limited changes to address FTA requirements. The attached Procurement Policy addresses both federally-funded and non-federal procurements, specifying the requirements for each. Another significant change is to specify that purchases of less than \$10,000 are delegated at a staff level to the department head. Procurements of less than \$50,000 remain delegated to the Executive Director as before, but previously there had been no delegation of small purchases to staff lower than the Executive Director. In all cases, procurements approved under the delegation to staff must be included in a Commission-approved budget. For consistency this agenda item also includes an action to make a similar amendment to the VCTC Administrative Code regarding the delegation of authority for purchases.

**ORDINANCE 2017-01**

**AN ORDINANCE OF THE VENTURA COUNTY TRANSPORTATION COMMISSION (“VCTC”), FOR ITSELF, AND IN ITS CAPACITY AS THE VENTURA COUNTY AIRPORT LAND USE COMMISSION (“ALUC”), THE VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (“SAFE”), THE CONSOLIDATED TRANSPORTATION SERVICE AGENCY FOR VENTURA COUNTY (“CTSA”), AND THE VENTURA COUNTY CONGESTION MANAGEMENT AGENCY (“CMA”), AMENDING THE ADMINISTRATIVE CODE**

I. VCTC, ALUC, SAFE, CTSA, and CMA (hereinafter, collectively, “VCTC”) hereby find as follows:

A. Public Utilities Code section 130105, subsection (b), requires the VCTC Administrative Code be adopted by ordinance.

B. Article III, Section E, of the VCTC Administrative Code titled “Duties of the Executive Director” requires an amendment to incorporate recommended Procurement Policy changes from the Federal Transit Authority and to establish that the Executive Director may delegate any and all purchasing activities, and that purchases in an amount less than Ten Thousand Dollars (\$10,000) may be approved by Department Heads with a signed authorization form.

II. THEREFORE, VCTC does hereby ordain as follows:

A. The VCTC Administrative Code is hereby amended at Article III, Section E, subsection 9, as set forth in Exhibit A, attached hereto and incorporated by this reference.

B. The VCTC Administrative Code, as amended, continues in full force and effect.

C. This amendment shall become effective upon the date of the adoption of this Ordinance.

III. The Chair shall execute this Ordinance and the Clerk of the Commission shall attest to its adoption and the signature of the Chair.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, at Camarillo, California.

\_\_\_\_\_  
Bryan MacDonald, Chair

**ATTEST:**

\_\_\_\_\_  
Donna Cole, Clerk of the Commission

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Steven Mattas, General Counsel



## EXHIBIT A

VCTC Administrative Code, Article III, Section E, subsection 9.:

9. To contract for, and execute, such contracts without prior approval and on behalf of VCTC, for construction or to purchase or cause to be purchased, supplies, equipment, materials, and personnel services where the expenditure is less than Fifty Thousand Dollars (\$50,000.00), or when immediate measures are required to avert or alleviate damage to property, or to replace, repair, or restore damaged or destroyed property, of VCTC in order to ensure that the facilities of VCTC are available to serve the transportation needs of the general public pursuant to and in compliance with the limitations and reporting requirement of Public Utilities Code section 130235, subsections (a) and (b), as they may be amended from time to time. The Executive Director may delegate any and all purchasing activities. Purchases in an amount less than Ten Thousand Dollars (\$10,000) may be approved by VCTC Department Heads with a signed authorization form.

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**RESOLUTION NO. 17-01**

**A RESOLUTION OF THE  
VENTURA COUNTY TRANSPORTATION COMMISSION  
APPROVING AMENDMENTS TO ITS PROCUREMENT POLICY**

**WHEREAS**, in May 2016, the Ventura County Transportation Commission (VCTC) underwent a Triennial Review by the Federal Transit Agency (FTA); and,

**WHEREAS**, the FTA, in its written findings, indicated that VCTC's Procurement Policy should be updated in several areas; and,

**WHEREAS**, VCTC wishes to update its Procurement Policy to reflect the changes recommended by the FTA.

**NOW, THEREFORE**, the Ventura County Transportation Commission does hereby take the following actions:

1. Approves the amendments to VCTC's Procurement Policy, as reflected in Exhibit 1, attached hereto and incorporated herein.
2. Authorizes the Executive Director of VCTC to certify the adoption of this Resolution and the amended Procurement Policy.

**PASSED AND ADOPTED** by the VCTC at its regular meeting this 6th day of January, 2017.

\_\_\_\_\_  
BRYAN MACDONALD, Chair

**ATTEST:**

\_\_\_\_\_  
DONNA COLE, Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
STEVE MATTAS, General Counsel

***Certification***

I, \_\_\_\_\_, duly appointed and  
(Name)

\_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by

the \_\_\_\_\_ of the \_\_\_\_\_ on the  
(Governing body) (Name of Applicant)

\_\_\_\_\_ day of, \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Official Position)

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Item #8E

January 6, 2017

**MEMO TO:** VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM:** MARTIN R. ERICKSON, PUBLIC TRANSIT DIRECTOR  
ELLEN TALBO, PROGRAM MANAGER, REGIONAL TRANSIT

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

**RECOMMENDATION:**

- Approve a contract with Moore & Associates not to exceed \$104,095 to complete the State required Transportation Development Act (TDA) Triennial Performance Audits for Ventura County Claimants.

**DISCUSSION:**

Every three years, the State requires that VCTC, in its role as the County Transportation Commission and Transportation Planning Agency (RPTA) for Ventura County, undergo a performance audit to certify that agencies claiming Local Transportation Funds (LTF) are fully complying with the TDA legislative intent and regulations. Operators that receive funding under Article 4 of the TDA are required to have a performance audit. Between fiscal years (FY) 2013 and 2016, this includes VCTC Intercity, Gold Coast Transit District (GCTD), Thousand Oaks Transit, Simi Valley Transit, and Valley Express.

The consultant will be required to perform the transit performance audit of Article 4 claimants. There are other municipal transit operators in the County that do not utilize Article 4 funds and simultaneously run transit systems, or contribute to a cooperative transit agreement using Article 8 or other funds. While these operators are not statutorily required to report TDA performance audit findings to the State, it is within VCTC's purview as the RPTA to observe or monitor the performance of all of its TDA claimants operating transit service irrespective of the funding source.

Claimants that receive funding under Article 4.5 or Article 8 are not statutorily required to have a performance audit; however, to enable a comprehensive and objective review that serves the benefit of both the RPTA and the transit provider, performance audits should be conducted of all operators that are allocated funding under the TDA.<sup>1</sup> This would include the County of Ventura, Camarillo Area Transit, Moorpark City Transit, Ojai Trolley, the City of Fillmore, and the City of Santa Paula.

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<sup>1</sup> Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities (Caltrans, 2008)

**January 6, 2017**

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In October of 2016, VCTC released a Request for Proposals (RFP) for a consultant to perform the TDA audits for VCTC claimants (including non-Article 4 claimants). Two firms submitted proposals: CliftonLarsonAllen and Moore & Associates. An interview panel consisting of Vanessa Rauschenberger, GCTD Director of Planning and Marketing; Mara Malch, City of Simi Valley, Deputy Director, Community Services Department, and VCTC staff members Ellen Talbo and Martin R. Erickson reviewed the proposals, and interviewed Moore & Associates on December 1, 2016 (CliftonLarsonAllen withdrew their proposal the night before the interview). Moore & Associates scored well in the interview, and their proposal of \$104,095 was well within the range anticipated by staff (\$100,000 to \$150,000) from the October 2016 agenda item. Subsequent references for Moore & Associates were positive. Additionally, Moore & Associates has performed the last three TDA audit cycles for Los Angeles County Metropolitan Transportation Authority (METRO), which included non-article 4 claimants.

Moore & Associates proposes the scope of work included in Attachment A, and proposes to present the final draft audit reports at the May 2017 Gold Coast Transit District Board, and the June 2, 2017 VCTC Commission meeting. The audit reports will be finalized following adoption by the VCTC Board.

Therefore, it is recommended that the Board authorize the Executive Director to award and execute a consultant services contract to Moore & Associates for a total not-to-exceed of \$104,095 to perform the work as described in the attached scope (see Attachment B) Funding for the performance audit is included in VCTC's adopted FY 2016/2017 budget.



## Section 2 | Audit Plan and Technical Approach

A Triennial Performance Audit serves as a systematic process for objectively evaluating the effectiveness, efficiency, and economy of an organization. A Performance Audit is required for every RTPA and transit operator funded through Article 4 of the State of California's Transportation Development Act (TDA). Each audit must be performed in accordance with California Public Utilities Code Section 99246 – the procedures of which are delineated in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities* published by Caltrans – as well as the *Government Auditing Standards* set forth by the Comptroller General of the United States. Our project team will address all work elements presented in VCTC's RFP and will exceed the requirements set forth by California Public Utilities Code Section 99246.

All Triennial Performance Audits will reflect legislation in effect at the time the audit was conducted, including the provisions of Senate Bill 508, which went into effect on July 1, 2016.

The complex nature of this engagement necessitates a seasoned project team capable of understanding the transit industry from a holistic point of view. Tasks cannot be compartmentalized and addressed independently of one another. Rather, the project team must possess a clear understanding of how operator performance is related to TDA compliance, how accurate reporting plays a crucial role in enhancing community mobility, and how the effective provision and oversight of transit service is vital to the county's mobility, quality of life, and economic constitution.

Furthermore, Moore & Associates proposes a project approach designed to minimize the impact on the parties involved while collecting all data needed to assess compliance, review performance, make customized recommendations, and recognize successes. Rather than being painful necessities, audits have the potential to become valuable tools for improving regional planning efforts and individual operator performance while increasing support for public transportation services.

### ***Roles and Responsibilities***

Because there are three parties involved in each operator Triennial Performance Audit (RTPA, operator, and auditor), each effort has the potential to become problematic if roles and responsibilities are not clarified from the outset of the project. As an objective third-party auditor, Moore & Associates is dedicated to assessing compliance with TDA as well as identifying systems and processes that are not functioning as intended or, conversely, are exceeding expectations. VCTC, as the RTPA, is responsible for providing data to the consultant and making personnel available for interviews for the purpose of the RTPA audit. It is also responsible for administering the audit contract, coordinating the operator audits, and facilitating initial communication between the consultant and the transit operators. VCTC staff may also be interviewed as part of the operator audits.

As parties being audited, the transit operators are responsible for providing data to the consultant and making personnel available for interviews as requested by the consultant.

The balance of this section describes our approach to successfully completing triennial performance audits of VCTC and its TDA claimants. Our [proposed project schedule, including calendar time requirements and deliverables](#), is included in [Section 5](#) of this proposal.

## Task 1: Project Initiation and Site Visits

Upon receipt of a Notice to Proceed, our project manager will work with VCTC's Project Manager to schedule a project kick-off meeting. We will submit comprehensive data needs requests for to VCTC as well as each individual transit operator shortly following contract award to allow sufficient time to gather the data prior to the site visits and interviews.

Data to be requested from the RTPA will include, but are not limited to:

- Triennial Performance Audit reports for the prior review period;
- Annual budgets;
- Audited financial statements;
- Overall Work Program;
- Board information and meeting agendas;
- TDA and transit funding allocations to operators (RTPA); and
- Documentation of steps to address prior audit recommendations.

Data to be requested from transit operators will include, but are not limited to:

- Triennial Performance Audit reports for the prior review period (where available);
- Annual budgets;
- Audited financial statements;
- State Controller Reports;
- National Transit Database Reports;
- TDA claim forms;
- CHP inspection reports;
- Monthly and annual performance reports; and
- Short Range Transit Plans and Long Range Transit Plans.



Our goal is to conduct a compliance assessment and initial review of performance prior to the site visit and staff interviews for each operator. Not only does this maximize the productivity of the meetings, but also allows ready access to additional resources which may be necessary to full demonstrate compliance. In addition, a pre-visit review minimizes the impact on the operator's staff, making the audit process much more of a productive process.

**Task 1 Deliverables**

- Project initiation meeting
- Data needs list
- Monthly progress reports

We will work with VCTC staff and the operators to schedule site visits to discuss performance, review functions and compliance, and determine progress made in implementing recommendations presented within the prior audit. These site visits will take place over multiple days with ample time allowed for interviews with VCTC and operator staff. Where appropriate, site visit activities can include staff discussions of functional areas (using topics identified in the *Performance Audit Guidebook* as a starting point), tours of maintenance and operations facilities, and reviews of cash counting facilities with respect to security and sufficiency for purpose.

## Task 2: Performance Audit of VCTC

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

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

### ***2.A Determine Compliance with Statutory and Regulatory Requirements***

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

**2.B Review of VCTC Functions**

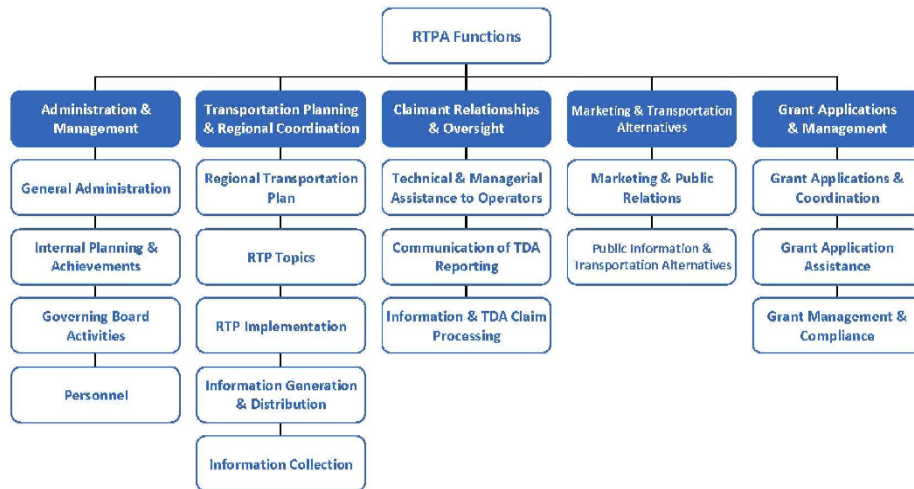
In conducting a functional review of VCTC, our audit team will identify and determine the extent and efficiency of the RTPA’s functions using the following sources:

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

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

Our audit team will review the various related functions of the RTPA for consistency with those included in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*.

A functional review of an RTPA determines the effectiveness and efficiency of key functional areas. The following chart provides further details on the elements to be explored for each functional area.



Task 2  
Deliverables

- Summary of compliance

*Status of Prior Performance Recommendations*

Our auditor will obtain and review key documents to determine the status of the five recommendations included within the prior audit of VCTC. Our discussion will include a summary of past recommendations and review progress VCTC has made toward implementation of recommendations presented in the prior audit reports. If a prior audit recommendation has not been implemented, we will determine the reasons why, and assess if it remains relevant or feasible to implement. Findings and recommendations from prior audits – as well as notable accomplishments in implementing prior recommendations – will be included in the audit report.

**Task 3: Performance Audit of VCTC Claimants**

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

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

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

**3.A Determine Compliance with Statutory and Regulatory Requirements**

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

### **3.B: Status of Prior Performance Recommendations**

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

### **3.C: Verify Performance Indicators**

Through a review of performance indicators, our auditors will develop a thorough understanding of each operator's recent quantitative performance. Such indicators can provide insight into current operations as well as the operator's performance over a period of time. Also, information gathered in this task may be used to identify potential issues or concerns that may lead to further examination during the functional review. We propose to review at least the following TDA-mandated performance indicators:

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

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

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

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

- **Operating Cost:** Operating cost will be validated by verifying that the operator keeps records of transit costs according to the Uniform System of Accounts and Records developed by the State Controller and the California Department of Transportation.

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- **Ridership:** Observe and verify the passenger data collection process by obtaining copies of reports that provide a listing of passenger counts for the reporting period being audited.
- **Vehicle Service Hours and Miles:** Following a review of data relating to Vehicle Service Miles and Hours for the audit period, the definition and methodology for calculating Vehicle Service Hours and Vehicle Service Miles will be discussed and reviewed with VCTC's project manager and the respective operators to ensure compliance.
- **Employee Hours:** This metric is one of the most frequently misunderstood and miscalculated elements of the audit. Our auditor will verify all transportation system-related hours worked by persons employed in connection with the system are captured. This includes employees not directly employed by the operator (such as operations contractors) as well as hours worked by staff not normally assigned to transit, but who support the transit program (such as City financial analysts).
- **Fare Revenue:** Utilize total audited fiscal year fare revenues to calculate the farebox recovery ratio. Our auditor will also review any fare revenue supplement associated with local program funds. The integrity of the revenue data collection process should be tested by (a) dividing total fare revenue by passenger count to obtain an average fare per passenger, (b) sampling fare collection data at its source (see methodology above), and (c) comparing the two figures.

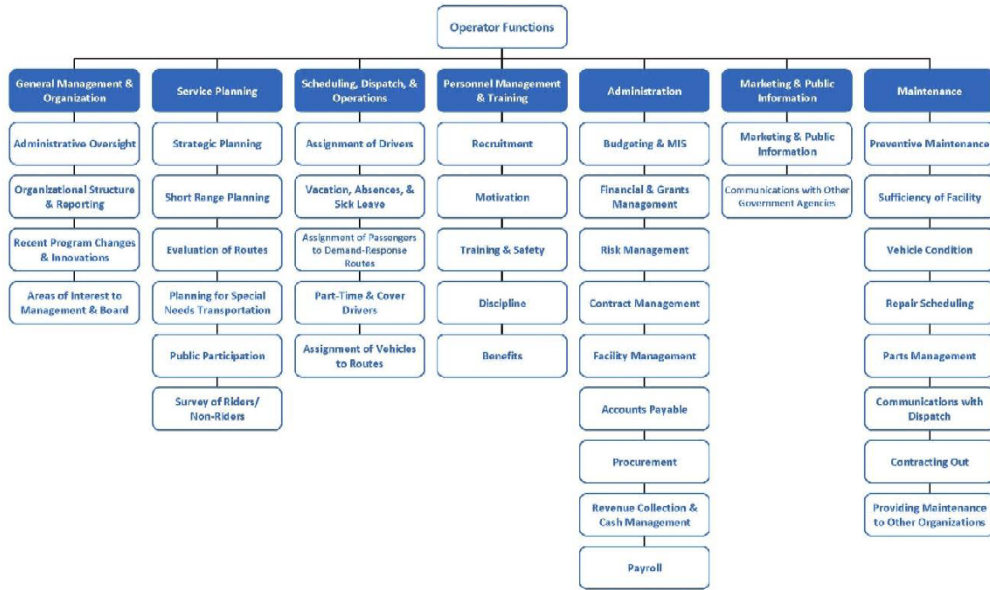
In addition, we will compare performance indicators to those calculated within the prior TDA audit (where available) for further trend analysis with the intent of identifying potential issues or concerns that may need further examination during the functional review.

Following our analysis, we will provide a summary of this information to each operator for review. Our submittal will include a narrative assessment of trends as well as other relevant observations, accompanied by summary charts and graphs segregated by system and by mode. Each operator will have an opportunity to review the analysis and offer comments prior to the completion of the draft audit report.

### **3.D: Review Operator Functions**

Our audit team will objectively evaluate each operator function for consistency with those presented in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*. Each operator's functional review will address seven key functional areas. The following chart provides further details on the elements to be explored for each functional area.

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Our functional review of the operator will include:

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

**Non-Article 4 Claimant Audits**

In its RFP, VCTC expressed interest in conducting audits of its claimants that do not receive TDA Article 4 funding. Moore & Associates and Ma and Associates have experience with these types of audits, as a similar request was made by the Los Angeles County Metropolitan Transportation Authority during its most recent audit cycle. Included in these audits were four non-TDA transit operators who had never been subject to such an audit.

Task 3 Deliverables

- Summary of compliance and performance

Although these entities did not always submit the same reports as required by TDA recipients, Moore & Associates audited them as if they did, using alternative data sources and documentation to review operations structure, performance, planning, and other relevant functions.

## Task 4: Performance Audit of VCTC Claimants

### *4.A: Draft Audit Findings and Recommendations with Draft Reports*

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

In developing the draft reports, our audit team will create a matrix summarizing the significant findings and concerns identified during each audit. Working with VCTC and its operators, we will develop cost-effective strategies and recommendations to address each of the issues and concerns identified. Our recommendations will include desired resolution/implementation timeline, anticipated costs associated with each strategy/recommendation, and a most-likely responsible party.

Our draft audit report will include the following components:

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

Our draft audit reports will be available to claimants no later than the April 2017 transit operators' monthly meeting.

### *Presentation of Recommendations*

Triennial Performance Audits may not necessarily include all reporting aspects of a financial audit. However, the guidelines set forth by *Government Auditing Standards*,

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published by the Comptroller General of the United States, provide an effective structure for a Triennial Performance Audit. In our most recent series of Triennial Performance Audits prepared for the Los Angeles County Metropolitan Transportation Authority, expanding the discussion of our recommendations resulted in clear documentation of each preliminary and final recommendation as well as management response. All findings and recommendations were designated as “TDA Program Compliance” or “Functional.” TDA Program Compliance Findings and Recommendations were intended to assist in bringing the organizations into compliance with the requirements and standards of the TDA, while Functional Findings and Recommendations addressed issues identified during the performance audit that were not specific to TDA compliance, but would benefit the organization by improving program performance. Preliminary recommendations included a response from management, either in the form of a letter or by summarizing oral discussions following submittal of the draft report. Final recommendations included additional reporting elements from *Government Auditing Standards*. Examples of these recommendations are presented below.

Preliminary (draft) findings and recommendations will include the following elements:

- Criteria,
- Condition,
- Cause of the finding,
- Effect of the finding,
- Recommendation,
- Recommended action(s),
- Timeline for resolution, and
- Anticipated cost.

An example of a preliminary compliance finding is provided below.

### **TDA Compliance Findings and Recommendations**

**Compliance Finding 1:** Some of the public transit operators to which the RTPA allocates TDA funding failed to submit their annual fiscal audits within the TDA-mandated 180-day window.

**Criteria:** Public Utilities Code Section 99245 requires transit operators in receipt of TDA Article 4 funds to submit annual fiscal and compliance audits to the RTPA and State Controller within 180 days following the end of the fiscal year, absent receipt of the appropriate 90-day extension. Failure by the operators to submit their fiscal and compliance audits by the stipulated deadline affects RTPA compliance with the TDA as well.

**Condition:** During the review period, six operators failed to submit one or more of their fiscal audits on time.



**Cause:** In many cases, the fiscal audit or CAFR for the city providing the transit service is not complete prior to the deadline stipulated by the TDA. Instead, the operator aims to meet the State Controller's deadline for submitting the City's fiscal audit or CAFR, which is March 31. Lack of control by transit staff of the individual city's auditor (and contracted submittal deadlines by that auditor) is generally cited as the cause.

**Effect:** Operators submitting fiscal audits late without procuring the appropriate extensions are determined to be out of compliance with the TDA. Consequently, the RTPA is also determined to be out of compliance with the TDA.

**Recommendation:** Monitor operators to ensure future fiscal audits are submitted by the stipulated deadline.

**Recommended Action(s):** The RTPA should work with operators to ensure they understand the importance in submitting their audits on time. Should an operator approach the RTPA with a request for an extension, RTPA should grant or deny the request in writing so that it is documented for the next Triennial Performance Review. Should an operator receive an extension, the RTPA should also work with that operator to ensure ample time to meet the original deadline is built into future contracts with its auditors.

**Timeline:** FY 2015/16.

**Anticipated Cost:** Negligible.

Task 4 Deliverables

- Draft reports (up to six copies)
- Draft final reports (up to six copies)
- Final reports (up to 25 copies)
- Data needs list
- Presentation to GCTD Board (with accompanying materials)
- Presentation to VCTC Board (with accompanying materials)

**4.B: Final Reports**

Following the development of the administrative draft audit reports, each entity will have the opportunity to provide a response to any findings and recommendations. These responses will be reflected in the final draft audit reports, and findings and recommendations may be adjusted or eliminated due to the provision of additional data or documentation. Valid compliance and functional findings and recommendations will be carried through to the final draft audit reports. Final draft audit reports will be available no later than the May Gold Coast Transit District Board of Directors meeting.

Additional deliverables include full final reports reflective of VCTC and operator feedback and a Powerpoint presentation. Our audit team will present the final draft audit reports at the May 2017 Gold Coast Transit District Board, and at the June 2, 2017 VCTC Board of Directors meeting. Audit reports will be finalized following adoption by the VCTC Board.



**Section 5 | Cost Proposal and Project Schedule**

**Cost Proposal**

Labor Expenses			Task 1		Task 2		Task 3		Task 4		Grand Total	
Title	Name	Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
PROJECT MANAGER	Kathy Chambers	\$80.00	100	\$8,000.00	64	\$5,120.00	140	\$11,200.00	160	\$12,800.00	464	\$37,120.00
SENIOR AUDITOR	Lin Ma	\$75.00	84	\$6,300.00	48	\$3,600.00	96	\$7,200.00	104	\$7,800.00	332	\$24,900.00
ADMINISTRATIVE		\$35.00	20	\$700.00	8	\$280.00	24	\$840.00	20	\$700.00	72	\$2,520.00
<b>Subtotal, Direct Labor</b>			<b>204</b>	<b>\$15,000.00</b>	<b>120</b>	<b>\$9,000.00</b>	<b>260</b>	<b>\$19,240.00</b>	<b>284</b>	<b>\$21,300.00</b>	<b>868</b>	<b>\$64,540.00</b>
<b>Burden and Overhead</b>			<b>60%</b>	<b>\$9,000.00</b>	<b>\$5,400.00</b>	<b>\$11,544.00</b>	<b>\$12,780.00</b>					
<b>Total Labor</b>				<b>\$24,000.00</b>	<b>\$14,400.00</b>	<b>\$30,784.00</b>	<b>\$34,080.00</b>					
<b>Direct Costs</b>												
MILEAGE				\$250.00	\$0.00	\$0.00	\$81.00					
PRINTING/PRODUCTION				\$0.00	\$0.00	\$0.00	\$500.00					
<b>Total Direct Costs</b>				<b>\$250.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$581.00</b>					
<b>TOTAL COST</b>				<b>\$24,250.00</b>	<b>\$14,400.00</b>	<b>\$30,784.00</b>	<b>\$34,661.00</b>					



### Project Schedule

TASKS	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
Task 1: Project Initiation and Site Visits							
Task 2: RTPA Review							
Task 3: Operators Review							
Task 4: Draft and Final Reports							
<b>PROJECT MILESTONES</b>							
<i>Notice to Proceed</i>	▼						
<i>Monthly Progress Report</i>		▼					
<i>Site Visits</i>		■	■	■			
<i>Summary of Compliance</i>		■	■				
<i>Submit Draft Reports</i>					▼		
<i>Present to GCTD Board</i>							▼
<i>Present to VCTC Board</i>							▼
<i>Submit Final Reports</i>							▼
<i>Project Completion</i>							▼

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## CONSULTING SERVICES AGREEMENT BETWEEN

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### THE VENTURA COUNTY TRANSPORTATION COMMISSION AND MOORE & ASSOCIATES

THIS AGREEMENT for consulting services is made by and between the Ventura County Transportation Commission ("VCTC") and Moore & Associates ("Consultant") (together sometimes referred to as the "Parties") as of January 6, 2017 (the "Effective Date").

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on August 31, 2017, , 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 7. 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 7.
- 1.2 **Standard of Performance.** Consultant shall perform all work required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that VCTC, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from VCTC of such desire of VCTC, reassign such person or persons.

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.

1.5 **Public Works Requirements.** [not applicable to this Agreement]

**Section 2. COMPENSATION.** VCTC hereby agrees to pay Consultant a sum not to exceed one-hundred and four thousand, ninety-five dollars (\$104,095.00) notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. VCTC shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from VCTC to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to VCTC in the manner specified herein. Except as specifically authorized by VCTC in writing, Consultant shall not bill VCTC for duplicate services performed by more than one person.

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

2.1 **Invoices.** Consultant shall submit invoices, not more often than once 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 task completion; Invoices shall also include a narrative progress statement describing issues and/or progress involved with completing the task(s) and actions taken to resolve working issues.
- 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 actives performed during the invoice period for which Consultant expects to receive payment.
- 2.3 Final Payment.** VCTC shall pay the five percent (5%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to VCTC of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** VCTC shall pay for the services to be rendered by Consultant pursuant to this Agreement. VCTC shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. VCTC shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 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 A.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, as specified in Exhibit B, attached hereto and incorporated herein, shall not exceed one-hundred and four thousand, ninety-five dollars (\$104,095.00). Expenses not listed below are not chargeable to VCTC. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded. Mileage shall be reimbursed at \$0.54 per mile.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor represents and warrants that Contractor 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. Contractor accepts sole responsible for verifying the residency status of any subcontractors and withhold taxes from non-California subcontractors.
- 2.8 Payment upon Termination.** In the event that VCTC or Consultant terminates this Agreement pursuant to Section 8, VCTC shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 **False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.

**Section 3. 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.

- 3.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, 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.

3.2 **Commercial General and Automobile Liability Insurance.**

- 3.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than one million dollars (**\$1,000,000**) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.



**3.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. 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. No endorsement shall be attached limiting the coverage.

**3.2.3 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.

### **3.3 Professional Liability Insurance.**

**3.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$1,000,000 per occurrence** or claim, \$2,000,000 aggregate covering the licensed professionals’ errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.

**3.3.2 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.

**3.3.3 Additional Requirements.** [not applicable to this Agreement]

### **3.4 All Policies Requirements.**

- 3.4.1 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.
- 3.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish VCTC with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified 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.
- 3.4.3 Notice of Reduction in or Cancellation of Coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to VCTC. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to VCTC at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.
- 3.4.4 Additional insured; primary insurance.** VCTC and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including VCTC's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers.

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

- 3.4.5 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.

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.

**3.4.6 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.

**3.4.7 Wasting Policy.** No insurance policy required by Section 4 shall include a “wasting” policy limit.

**3.4.8 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.

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

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

**4.1 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.

**4.2 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.

- 4.3 **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 5. STATUS OF CONSULTANT.**

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

- 5.2 **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 6. LEGAL REQUIREMENTS.**

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **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.
- 6.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which VCTC is bound by the terms of such fiscal assistance program.
- 6.4 **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.

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

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

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

## **Section 7. TERMINATION AND MODIFICATION.**

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

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

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

- 7.2 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 Contractor 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.
- 7.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 7.4 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.

**7.5 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.

**7.6 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:

**7.6.1** Immediately terminate the Agreement;

**7.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

**7.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

**7.6.4** 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 8. KEEPING AND STATUS OF RECORDS.**

**8.1 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 shall be the property of VCTC. Consultant hereby agrees to deliver those documents to VCTC upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for VCTC and are not necessarily suitable for any future or other use. VCTC and Consultant agree that, until final approval by VCTC, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties except as required by law.

**8.2 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.

**8.3 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.

**8.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by VCTC become the exclusive property of VCTC. At such time as VCTC selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret." VCTC shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

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

## **Section 9 MISCELLANEOUS PROVISIONS.**

**9.1 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.

**9.2 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.

**9.3 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.

- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 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.
- 9.9 Contract Administration.** This Agreement shall be administered by Ellen Talbo, Program Manager, Regional Transit ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 9.10 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:

Moore & Associates  
attn: Ms. Allison Moore, Corporate Secretary  
28159 Avenue Stanford, Suite 110  
Valencia, CA 91355



VCTC:

Darren M. Kettle, Executive Director  
Ventura County Transportation Commission  
950 County Square Drive, Suite 207  
Ventura, CA 93003

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



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

Exhibit A            Scope of Services and Compensation Schedule  
Exhibit B            Reimbursable Expenses

- 9.13 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.
- 9.14 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.
- 9.15 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

Moore & Associates.

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

\_\_\_\_\_  
Allison Moore, Principal

Approved as to Form:

\_\_\_\_\_  
Steven T. Mattas, General Counsel

## EXHIBIT A

Task	Task Description	Deliverable
<b>Task 1</b>	<b>Project Initiation and Site Visits</b>	
	<ul style="list-style-type: none"> <li>- Collect data from the RTPA and transit operators</li> <li>- Conduct compliance assessment and initial review</li> </ul>	<ol style="list-style-type: none"> <li>1) Project initiation meeting</li> <li>2) Data needs list</li> <li>3) Monthly progress reports</li> </ol>
<b>Task 2</b>	<b>RTPA Review</b>	
2.A	Determine Compliance with Statutory and Regulatory Requirements	1) Summary of Compliance
2.B	Review of VCTC Functions	
<b>Task 3</b>	<b>Operators Review/Performance Audit of VCTC Claimants</b>	
3.A	Determine Compliance with Statutory and Regulatory Requirements	1) Summary of Compliance and Performance
3.B	Status of Prior Performance Recommendations	
3.C	Verify Performance Indicators	
3.D	Review Operator Functions	
<b>Task 4</b>	<b>Draft and Final Reports</b>	
4.A	Draft Audit Findings and Recommendations with Draft Reports	<ol style="list-style-type: none"> <li>1) Draft reports (up to six copies)</li> <li>2) Draft final reports (up to six copies)</li> <li>3) Final reports (up to 25 copies)</li> <li>4) Data needs list</li> <li>5) Presentation to GCTD Board (with accompanying materials)</li> <li>6) Presentation to VCTC Board (with accompanying materials)</li> </ol>
4.B	Final Reports	

## Project Schedule

TASKS	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
Task 1: Project Initiation and Site Visits							
Task 2: RTPA Review							
Task 3: Operators Review							
Task 4: Draft and Final Reports							
<b>PROJECT MILESTONES</b>							
<i>Notice to Proceed</i>	▼						
<i>Monthly Progress Report</i>		▼		▼			▼
<i>Site Visits</i>							
<i>Summary of Compliance</i>							
<i>Submit Draft Reports</i>					▼		
<i>Submit Final Draft Reports</i>							
<i>Presentation to GCTD Board</i>						▼	
<i>Presentation to VCTC Board</i>							▼
<i>Submit Final Reports</i>							▼
<i>Project Completion</i>							▼

**EXHIBIT B**

**REIMBURSABLE EXPENSES**

See attached chart

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

Ventura County Transportation Commission | Triennial Performance Audits  
 Proposal | November 11, 2016



**Section 5 | Cost Proposal and Project Schedule**

**Cost Proposal**

Labor Expenses			Task 1		Task 2		Task 3		Task 4		Grand Total	
Title	Name	Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
PROJECT MANAGER	Kathy Chambers	\$80.00	100	\$8,000.00	64	\$5,120.00	140	\$11,200.00	160	\$12,800.00	464	\$37,120.00
SENIOR AUDITOR	Lin Ma	\$75.00	84	\$6,300.00	48	\$3,600.00	96	\$7,200.00	104	\$7,800.00	332	\$24,900.00
ADMINISTRATIVE		\$35.00	20	\$700.00	8	\$280.00	24	\$840.00	20	\$700.00	72	\$2,520.00
<b>Subtotal, Direct Labor</b>			<b>204</b>	<b>\$15,000.00</b>	<b>120</b>	<b>\$9,000.00</b>	<b>260</b>	<b>\$19,240.00</b>	<b>284</b>	<b>\$21,300.00</b>	<b>868</b>	<b>\$64,540.00</b>
<b>Burden and Overhead 60%</b>				<b>\$9,000.00</b>		<b>\$5,400.00</b>		<b>\$11,544.00</b>		<b>\$12,780.00</b>		<b>\$38,724.00</b>
<b>Total Labor</b>				<b>\$24,000.00</b>		<b>\$14,400.00</b>		<b>\$30,784.00</b>		<b>\$34,080.00</b>		<b>\$103,264.00</b>
<b>Direct Costs</b>												
MILEAGE				\$250.00		\$0.00		\$0.00		\$81.00		\$331.00
PRINTING/PRODUCTION				\$0.00		\$0.00		\$0.00		\$500.00		\$500.00
<b>Total Direct Costs</b>				<b>\$250.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$581.00</b>		<b>\$831.00</b>
<b>TOTAL COST</b>				<b>\$24,250.00</b>		<b>\$14,400.00</b>		<b>\$30,784.00</b>		<b>\$34,661.00</b>		<b>\$104,095.00</b>



Item #8F

January 6, 2017

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: AARON BONFILIO, PROGRAM MANAGER**

**SUBJECT: CASH MANAGEMENT FOR DELAYED GRANTS FOR BUS PURCHASE**

**RECOMMENDATION:**

- Authorize the Executive Director to utilize \$1,358,000 of State Transit Assistance (STA) fund balance for cash-flow purposes for the VCTC Intercity Fund until the Federal Transit Administration (FTA) grants are approved.

**BACKGROUND:**

At the October 2016 meeting, the Commission authorized the Executive Director to utilize the State Transit Assistance fund balance for cash flow purposes for the VCTC Intercity transit operations as Federal Transit Administration grants from Fiscal Year 2015/2016 would be delayed. Unfortunately, in addition to grants used for funding VCTC Intercity general operations, Congestion Mitigation Air Quality (CMAQ) program grant, which is to be used for the planned new "East-West Connector" demonstration route, is delayed. Staff was recently informed that vehicle delivery of the two new buses (ordered for the East-West Connector) would occur ahead of schedule and is now anticipated by the end of December 2016.

The payment for the two buses is budgeted to include the \$1,209,196 of CMAQ, and \$148,804 from Proposition 1B Transit Capital which is anticipated to be paid shortly but has not yet been received. Taken together, the budget totals \$1,358,000. Staff recommends that in addition to the funds previously authorized by the Commission for VCTC Intercity operations, that the Commission authorize the Executive Director to utilize the STA fund balance for cash flow purposes in an amount equal to the East-West Connector project (\$1,358,000) to complete the purchase of the two vehicles to be delivered to VCTC.

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Item #8G

January 6, 2017

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: DARREN KETTLE, EXECUTIVE DIRECTOR**  
**SUBJECT: VCTC BOARD MEMBER APPOINTMENTS**

**RECOMMENDATION:**

At the February Meeting appoint VCTC members to the following:

- SCAG Regional Council Member
- CALCOG Member
- SCRRA (Metrolink) Alternate Member
- LOSSAN Alternate Member

**BACKGROUND:**

As a result of the recent election VCTC no longer has representation on several boards and committees. Below is a list of the positions to be appointed, along with the expectations in terms of time commitment and a description of the organization. The appointments will be made by the Chair at the February 3, 2017 VCTC meeting. Please review the information and indicate your interest in filling a position to the Chair or Executive Director prior to the February meeting.

**Southern California Association of Governments (SCAG) Regional Council**

*Regional Council/Policy Committees meet on the first Thursday of every month at SCAG's downtown Los Angeles office. Regional Councilmembers also serve on one of three policy committees. The committees meet immediately prior to Regional Council meetings and include:*

- Community, Economic and Human Development Committee (CEHD)
- Energy and Environment Committee (EEC)
- Transportation Committee (TC)

*Members are provided with a \$120 stipend for attendance and reimbursed for all travel costs.*

The VCTC appointment to the SCAG Regional Council will act as a voice for Ventura County transportation, housing, economic, and infrastructure interests/needs.

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As the largest regional planning organization in California, SCAG takes its role as liaison among city and county elected officials, urban planners and community organizations very seriously. SCAG's 86 Regional Councilmembers have the key responsibility for representing the Southern California region on issues such as transportation investments, growth strategies and the allocation of future housing needs.

Regional Councilmembers have an important voice in short and long-term planning. RC members have greater influence in legislation and access to the knowledge and insight provided on ongoing activities affecting their constituencies. A rotating leadership structure for Regional Council members allows access to prominent positions.

SCAG's policy direction is guided by the 86-member official governing board known as the Regional Council. The Regional Council is composed of 67 Districts that include an elected representative of one or more cities of approximately equal population levels that have a geographic community of interest (except the City of Long Beach, which has two representatives). Additionally, membership in SCAG's Regional Council includes one representative from each county Board of Supervisors (except the County of Los Angeles, which has two representatives) and transportation commission. SCAG's Regional Council also includes one representative of the Southern California Native American Tribal Governments. Finally, all members of the Los Angeles City Council are each considered members of the SCAG Regional Council, and the Mayor of the City of Los Angeles, serves as the Los Angeles City At-Large Representative.

**California Association of Councils of Governments (CALCOG)**

*The appointed member would attend 3 board meeting per year - 1 in Monterey at the Regional Leadership Forum (Wed afternoon to Friday morning) - and two more, usually in Sacramento.*

The California Association of Councils of Government (CALCOG) works to ensure the success of its members by facilitating communication and information sharing between its members, other local officials, state and federal agencies, and the public. COGs engage in regional planning and program implementation on a wide variety of issues, including transportation, housing, the economy, energy, and the environment. As such, they are uniquely positioned to build consensus across political boundaries and create important efficiencies for local governments.

The interests and character of the 37 individual members vary widely. They range from the Lake County/City Area Planning Council (population 64,000) to the Southern California Association of Governments (population 18 million). Some are transportation providers, Orange County Transportation Authority, and others are COGs that take on any issue that the local agencies agree can best be addressed regionally, Association of Bay Area Governments. Some members benefit from self help revenue, when a county has passed a sales tax measure to support transportation, and 18 of the members are federally designated Metropolitan Planning Organizations (MPOs) responsible for developing regional transportation plans under federal law and sustainable communities strategies under state law.

**Southern California Regional Railroad Association (SCRRA)/Metrolink (Alternate)**

*2 Board meetings and 1 EMAC meeting each month at the LA Metro Headquarters in downtown Los Angeles.*

*Metrolink provides a complementary annual Metrolink pass and parking validation for its Board members and alternates. In addition, an annual Board workshop is held during the middle of the year and the workshop location rotates around each County. Metrolink staff provides briefing phone calls for its Board members prior to each Board meeting. VCTC staff provides written briefings and general staff support prior to the Board meetings as well.*



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*Metrolink Board meeting times for 2017 are attached.*

The Southern California Regional Railroad Association (SCRRA), commonly referred to as Metrolink is a joint powers authority consisting of the five counties in Southern California. Its purpose is to provide commuter rail provider for the greater Southern California region. Each county provides a financial contribution to run Metrolink trains based on a financial allocation formula. As such, the Metrolink Board is comprised of 11 voting members (LA County = 4 vote, Ventura County = 1 vote, Orange County = 2 votes, San Bernardino County = 2 votes, Riverside County = 2 votes). Each County provides 1 alternate for each of their voting members. Quorum is reached with 3 counties and 6 votes on the Board are present.

In 2014, due to Metrolink's financial situation at the time, the Metrolink Board formed the Executive Management and Audit Committee (EMAC). It is comprised of 5 voting members, one being from each County. This Committee's purpose is to review the financial well-being and audit status of the agency in addition to Operations and Planning agenda items. Quorum is reached when 3 EMAC Board members are present.

**Los Angeles – San Diego – San Luis Obispo Rail Corridor (LOSSAN) (Alternate)**

*1 monthly Board meeting at the LA Metro Headquarters in downtown Los Angeles. LOSSAN Board meeting times for 2017 are attached.*

LOSSAN is the joint powers authority (JPA) responsible for providing the Amtrak Pacific Surfliner intercity rail service between San Luis Obispo to San Diego. Unlike Metrolink, the State of California provides the operating budget for Pacific Surfliner so there is no financial contribution from each County. In 2014, the State of California transferred its authority to manage the Pacific Surfliner to LOSSAN, and the Orange County Transportation Authority (OCTA) is currently providing administrative management of LOSSAN. As such, the LOSSAN Board is comprised of 10 voting members (1 = San Luis Obispo County, 1 = Santa Barbara County, 1 = Ventura County, 2 = Los Angeles County, 2 = Orange County, 1 = Riverside County, 2 = San Diego County). Each County provides 1 alternate for each of their voting members. Quorum is reached when 4 counties and 6 votes on the Board are present.





# LOSSAN BOARD OF DIRECTORS CALENDAR

2017 Board and Committee Meetings

JANUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOTE: January Board meeting @ SDMTS

FEBRUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

NOTE: April Board meeting @ SBCAG

MAY						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE						
SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOTE: July Board meeting @ OCTA

AUGUST						
SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

12.7.16

LOSSAN Board of Directors regular meeting  
12:30 p.m. - 2:30 p.m.  
All meetings held at L.A. Metro unless otherwise noted

Holidays

Executive Committee  
TBD

Technical Advisory Committee  
12:30 p.m. - 2:30 p.m.

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Item #8H

January 6, 2017

**MEMO TO: VENTURA COUNTY AIRPORT LAND USE COMMISSION**

**FROM: STEVE DEGEORGE, PLANNING & TECHNOLOGY DIRECTOR**

**SUBJECT: VENTURA COUNTY AIRPORT LAND USE COMPATIBILITY PLAN UPDATE**

**RECOMMENDATION:**

- Authorize staff to work with the County of Ventura, Department of Airports to obtain funding for an update to the Ventura County Airport Land Use Compatibility Plan (ALUCP) and for the Executive Director to issue a letter of support for the inclusion of an ALUCP update within the Department of Airports Capital Improvement Plan.

**BACKGROUND:**

The Airport Land Use Commission (ALUC) is responsible for the preparation and monitoring of a Ventura County Airport Land Use Compatibility Plan (ALUCP) which identifies appropriate land uses around the four airports located within Ventura County. The current ALUCP was adopted in July of 2000 and is used as the basis for development project reviews and the preparation of planning documents.

**DISCUSSION:**

Since the Commission's adoption of the ALUCP in July of 2000 there have been several changes to the underlying regulations and local planning efforts that necessitate an update to the ALUCP. The current ALUCP does not reflect the current policies contained in Caltrans, Division of Aeronautics' guidelines for airport land use planning revised in October of 2011, the ALUC's Joint Land Use Study with Naval Base Ventura County and the surrounding communities, and most importantly, Naval Base Ventura County's Air Installations Compatible Use Zones (AICUZ) study which was recently completed. Public Utilities Code (PUC) Section 21675(b) specifically calls out that ALUCPs shall be consistent with a military installation's AICUZ.

In order to be eligible for State funding for the ALUCP update, the project must be included the County of Ventura, Department of Airports', Capital Improvement Plan (CIP) to be submitted by January 31, 2017. Caltrans Division of Aeronautics will then review all CIPs submitted and select ALUCPs to form the 2018 Aeronautics Program. If selected for funding, VCTC as the ALUC, would submit a grant application to Caltrans Division of Aeronautics for the funding and be responsible for the ten percent (10%) match requirement to receive the funds. Working with the Department of Airports, staff has estimated the full cost for the ALUCP update and the related California Environmental Quality Act (CEQA) analysis to be approximately \$400,000.

**January 6, 2017**

**Item #8H**

**Page #2**

In addition to State funding, completion of the JLUS allows VCTC to seek funding from the Department of Defense, Office of Economic Adjustment (DoD OEA) as part of the JLUS implementation. While DoD OEA can't fully fund the project, they will fund a portion related to Naval Base Ventura County which may serve as the required match for State Funds.

Prior to applying for either of these funds staff would return to the Commission for approval and a full discussion of the requirements attached to each of the funding sources. At this time staff is requesting that the Commission authorize staff to work with the County of Ventura, Department of Airports to obtain funding for the ALUCP and that the Executive Director issue a letter in support of including the ALUCP in the Department's CIP.



Item #9

January 6, 2016

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: PETER DE HAAN, PROGRAMMING DIRECTOR**  
**SUBJECT: SANTA PAULA BIKE PATH PROJECT FUNDING INCREASE**

**RECOMMENDATION:**

- Approve programming of \$824,834 in Congestion Mitigation and Air Quality (CMAQ) funds to cover the unanticipated additional cost to award the contract to complete the Santa Paula Bike Trail project.

**BACKGROUND:**

At the July meeting, the Commission approved the programming of \$382,231 to cover a cost increase in the Santa Paula Bike Trail project, which was about to award a final contract to provide pedestrian/bicycle railroad crossings at nine locations in order to complete the original project scope. Based on the low bid the City is short another \$824,834, which the City has requested from VCTC in the attached letter.

Given the multiple VCTC allocations to this project, staff is providing the following history summarizing the timing and amounts of VCTC's commitments:

1998: VCTC committed \$1,770,000 in CMAQ through the call for projects to build a bike trail in the Santa Paula Branch right-of-way through Santa Paula. Subsequently, Santa Paula began design.

2005: As part of another call for projects, VCTC provided an additional \$1,973,630 in CMAQ and \$424,059 in TEA (Transportation Enhancement Activities) for the Santa Paula Branch Bike Trail. (Later, VCTC allowed Santa Paula to shift \$117,419 of these CMAQ funds to cover a cost increase in another City project.)

2010: The City went out to bid and due to higher than anticipated cost, the contract was awarded with a reduced scope that eliminated the railroad crossings that had been part of the design.

2011: VCTC approved an additional \$1,110,000 in CMAQ to cover the crossings cost.

July, 2016: VCTC approved an additional \$382,231 to cover a cost increase based on the revised estimate for the crossings.

The total cost of the Bike Trail project approved by VCTC to date is therefore \$5,542,501, excluding the funds that were shifted to another project. With the proposed additional funds the total cost will be \$6,367,335.

**DISCUSSION:**

In making its recommendation in June to approve the prior cost increase, staff argued that although there has not yet been a call for projects to distribute CMAQ funds for Fiscal Year (FY) 2016/17 and beyond, the Santa Paula Bike Trail is an excellent example of the type of transformative project that VCTC will want to encourage in its criteria. That argument remains and VCTC staff therefore recommends approval of the City's latest request. The proposed funds would come out of the unprogrammed CMAQ balance that is expected to be distributed through an upcoming call for projects. That balance over the next two years (FYs 2016/17 and 2017/18) is estimated to be \$10 million. There is an additional \$16 million authorized under the federal Fixing America's Surface Transportation (FAST) Act for the two subsequent years.

TTAC supported the staff recommendation at its December 15<sup>th</sup> meeting but requested the following stipulations:

1. That it be understood that VCTC will not consider any further cost increases to this project; and,
2. That this project cost increase be considered to have been Santa Paula's top priority application for the upcoming call for CMAQ projects.





*"Citrus Capital of the World"*

## City of Santa Paula

970 Ventura Street • Santa Paula, California • Mailing Address: P.O. Box 569 • 93061 • Phone: (805) 525-4478 • Fax: (805) 525-6278

November 30, 2016

Mr. Darren Kettle, Executive Director  
Ventura County Transportation Commission  
950 County Square Drive, Suite 207  
Ventura, California 93003

**SUBJECT: Request for Allocation of Additional Congestion Mitigation and Air Quality (CMAQ) Program Federal Funds for the Citywide Railroad Crossings Improvement Project [Federal Project No. CML-5121(023)]**

Dear Mr. Kettle:

On behalf of the City of Santa Paula (City), this is a letter of request for allocation of additional Congestion Management and Air Quality (CMAQ) Program federal funds in the amount of \$824,833.96 for the construction phase of the subject project. The following reasons to the request are for your consideration.

At the time in May 2016 when the preliminary estimate of construction cost was prepared, this was the best known, preliminary cost information submitted to the Ventura County Transportation Commission (VCTC) for the amendment of the Federal Transportation Improvement Program (FTIP). See attached copy of the federal authorization to proceed with construction (Exhibit A). At such time, the design was more than three-quarter complete. At this stage of design, the plans and specifications are of sufficient detail to prepare a preliminary estimate of construction cost. The construction cost at such time was estimated at \$1,297,592.00, excluding cost for construction management. From the time of the initial cost estimate in May 2016 up to the start of bidding in September 2016, the initial cost estimates increased. Cost increases most likely are attributed to the increased construction cost indices within that time period. The national construction cost index increased an average of 16 percent since May 2016 or 4 percent per month according to Engineering News Record, which publishes national construction cost indices that are widely used in the construction industry.

Once the bids were received, the City analyzed the bids as a part its bid evaluation process. See attached bid tabulation (Exhibit B). Based on the City's analysis of just the apparent low bid alone, the majority of unit costs were substantially higher than those from the preliminary estimate of construction cost. As mentioned above, the cost increase most likely is attributed to the increased construction cost index. The local bid climate also most likely added to the increase

Citywide Railroad Crossings Improvement Project [Federal Project No. CML-5121(023)]

due to the time period of the bidding. Unfortunately, there is no known construction industry-accepted, forecasting metric or indicator for the local bid climate to reference. Bid prices are only known at time of opening the bids.

The preliminary estimate of construction cost is based on compiled, historical information of past similar projects or work and usually not hard bids directly from construction contractors. The intent of the preliminary estimate of construction cost is to provide for the purpose of preliminarily obligating of or budgeting of funds. That is, the preliminary estimate of construction cost is a planning-based indicator for initial obligating of or budgeting of funds. The apparent low bid that was received is the true indicator as a basis for adjusting the City's obligating of or budgeting of funds.

The Federal Highway Administration (FHWA), the federal agency administering the CMAQ Program, allows within 90 days from the date of the award of construction contract for modification or adjustment to the local agency's federal participation cost to reflect any substantive change in the bids as compared to the local agency's preliminary estimate of construction cost at the time of FHWA's authorization of the project, provided that federal funds are available. The City will not yet award a construction contract until the VCTC approves the allocation of additional CMAQ Program federal funds. Once the VCTC approves the allocation, the City, in turn, may formally request from FHWA, through the award package process, modification or adjustment to the City's federal participation cost for construction.

If you have any questions regarding this matter or request additional information, please do not hesitate to contact me at (805) 933-4201 or [jfontes@spcity.org](mailto:jfontes@spcity.org).

Thank you for your consideration.

Sincerely,



Jaime M. Fontes  
City Manager

cc: John L. Ilasin, Interim Public Works Director/City Engineer

Attachment: Exhibit A- Federal Authorization  
Exhibit B- Bid Tabulation

Exhibit A

CALIFORNIA DEPARTMENT OF TRANSPORTATION

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

**FEDERAL AID PROGRAM**  
 DLA LOCATOR: 07-VEN-0-SPA  
 PREFIX: CML  
 PROJECT NO: 5121(023)  
 SEQ NO: 1  
 STATE PROJ NO: 071200048L-N  
 AGENCY: SANTA PAULA  
 ROUTE:  
 TIP DATA

**PROJECT LOCATION:**  
 SANTA PAULA BIKE TRAIL  
 TYPE OF WORK:  
 BIKE AND PEDESTRIAN IMPROVEMENT @ VARIOUS LOCATIONS AND  
 FED RR NO'S:  
 PUC CODES:  
 PROJ OVERSIGHT: ASSUMED LOCAL ADMIN  
 ENV STATUS / DT: DELEG TO STATE USC 326/SEC 6004 12/18/2012  
 RW STATUS / DT: 1 05/12/2016

**FUNDING SUMMARY**

LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
30	28				
31	17				
Z400					
Z400					

PHASE	PREV. OBLIGATION	PROJECT COST	FEDERAL COST	AC COST
PE	THIS REQUEST	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00	\$0.00
RW	THIS REQUEST	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00	\$0.00
CON	THIS REQUEST	\$1,492,231.00	\$1,492,231.00	\$0.00
	SUBTOTAL	\$1,492,231.00	\$1,492,231.00	\$0.00
OTH	THIS REQUEST	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00	\$0.00
		TOTAL:	\$1,492,231.00	\$0.00

**STATE REMARKS**

08/04/2016 This request is for obligation of funds for construction phase. The agency is using the amount of \$171,000 of toll credit  
 08/11/2016 STATE PROJECT NUMBER CHANGED FROM 071200048L1-N TO 0712000499L-N.  
 08/11/2016 STATE PROJECT NUMBER CHANGED FROM 0712000499L-N TO 071200049L-N.  
 08/11/2016 STATE PROJECT NUMBER CHANGED FROM 071200049L-N TO 0712000449L-N.  
 08/11/2016 Seq #1: Authorize Federal funds for CC in the amount of \$1,287,592 and CE for \$194,639 under Z400. Toll credit and Lumpsum option selected. NEPA Revalidated on 06/18/2015. Project locations was reduced from 16 (FTIP) to 10 approved by VCTC per City Engineer.

**FEDERAL REMARKS**

Exhibit A

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: CON  
 FOR: CC AND CE  
 DOCUMENT TYPE: AAGR

ON 2016-08-04 897-2938  
 ON 2016-08-12 653-4150  
 ON 2016-08-17 FOR CALTRANS  
 ON 2016-08-17 FOR FHWA  
 ON 2016-08-23 14:02:41.0

PREPARED IN FADS BY: BRAL, FRED  
 REVIEWED IN FADS BY: ULAT, ALICIA  
 SUBMITTED IN FADS BY: NGUYEN, ROBERT  
 PROCESSED IN FADS BY: FOGLE, JERILYNN  
 APPROVED IN FMIS BY: JYOUNG AHN

SIGNATURE HISTORY FOR PROJECT NUMBER 5121 (023) AS OF 08/24/2016

FHWA FMIS SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
0	JERILYNN FOGLE	08/19/2016
	OMAR ELKASSED	08/22/2016
	JYOUNG AHN	08/23/2016

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE	SIGNED BY	SIGNED ON
AUTH/AGREE	NGUYEN, ROBERT	08/17/2016

BID TABULATION

PROJECT: Citywide Railroad Crossings Improvement Project [Federal Project No. CML-512(023)]  
 LOCATION: Cameron St., Steckel Dr., Dean Dr., Palm St., Olive St., Fourth St., Seventh St., Eighth St., Ninth St., and Twelfth St.  
 LIMITS: SAME TCameron St., Steckel Dr., Dean Dr., Palm St., Olive St., Fourth St., Seventh St., Eighth St., Ninth St., and Twelfth St.  
 BID OPENING: 10/06/16  
 DATE PREPARED: 10/10/16

Item	Description	Quantity	Unit	Engineer's Estimate <sup>1</sup>		Bidder #1: C.A. Rasmussen, Inc.		Bidder #2: Toro Enterprises, Inc.		Bidder #3: Berry General Engineering Contractors, Inc.		Percent Difference Between Low Bid & Engineer's Estimate
				Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	
1	Ballast	3,680	TON	\$35.74	\$131,523.20	\$40.00	\$147,200.00	\$42.25	\$155,480.00	\$45.75	\$168,360.00	11.92%
2	Asphalt Concrete Overlay (1-1/2")	86,167	SF	\$0.72	\$63,480.24	\$1.20	\$105,800.40	\$1.00	\$88,167.00	\$1.80	\$158,700.60	66.67%
3	Concrete Sidewalk (4")	18	SF	\$16.00	\$288.00	\$93.00	\$1,674.00	\$80.00	\$1,440.00	\$101.00	\$1,818.00	481.25%
4	Concrete Curb	8	LF	\$31.00	\$248.00	\$220.00	\$1,760.00	\$80.00	\$640.00	\$250.00	\$2,000.00	609.68%
5	Asphalt Concrete Base (7")	188	CY	\$231.55	\$43,531.40	\$300.00	\$56,400.00	\$427.00	\$80,276.00	\$368.00	\$69,184.00	20.56%
6	Asphalt Concrete Pavement (6")	276	CY	\$216.00	\$59,616.00	\$290.00	\$80,040.00	\$365.00	\$109,020.00	\$368.00	\$101,568.00	34.26%
7	Traffic Striping, Pavement Markings, and Pavement Markers	1	LS	\$16,513.60	\$16,513.60	\$18,000.00	\$18,000.00	\$15,300.00	\$15,300.00	\$14,280.00	\$14,280.00	9.00%
8	Detectable Warning Surface	307	SF	\$10.00	\$3,070.00	\$39.00	\$11,973.00	\$38.00	\$11,652.00	\$81.35	\$24,974.45	290.00%
9	Storm Water Pollution Control	1	LS	\$200.00	\$200.00	\$7,700.00	\$7,700.00	\$15,000.00	\$15,000.00	\$52,543.00	\$52,543.00	3750.00%
10	Traffic Control	1	LS	\$1,000.00	\$1,000.00	\$41,000.00	\$41,000.00	\$449,000.00	\$449,000.00	\$115,544.20	\$115,544.20	4000.00%
11	Rail Panels	104	SET	\$1,650.00	\$171,600.00	\$4,300.00	\$447,200.00	\$2,475.00	\$257,400.00	\$2,340.00	\$243,360.00	160.61%
12	Panel Transportation	18	LOAD	\$950.00	\$17,100.00	\$1,300.00	\$23,400.00	\$1,121.00	\$20,178.00	\$1,060.00	\$19,080.00	36.84%
13	136-lb Continuous Welded Rail	1,936	LF	\$30.00	\$58,080.00	\$160.00	\$309,760.00	\$133.00	\$257,488.00	\$126.25	\$244,420.00	433.33%
14	Wood Railroad Ties	782	EA	\$150.00	\$117,300.00	\$350.00	\$273,700.00	\$294.00	\$229,908.00	\$275.00	\$215,050.00	133.33%
15	Roadway Sign	25	EA	\$100.00	\$2,500.00	\$320.00	\$8,000.00	\$277.00	\$6,925.00	\$262.50	\$6,562.50	220.00%
16	4" PVC Signal Conduits	4,775	LF	\$2.02	\$9,645.50	\$14.00	\$66,850.00	\$7.00	\$33,425.00	\$18.00	\$85,950.00	593.07%
17	Pull Box 17"L x 11"W x 12"D	46	EA	\$200.00	\$9,200.00	\$250.00	\$11,500.00	\$860.00	\$39,660.00	\$456.00	\$20,976.00	25.00%
18	Replace Existing Chain Link Fence	83	LF	\$1.20	\$99.60	\$330.00	\$27,390.00	\$165.00	\$13,695.00	\$297.00	\$22,161.00	27400.00%
19	Remove Asphalt Concrete Pavement	8,873	SF	\$5.25	\$46,583.25	\$2.40	\$21,295.20	\$1.80	\$15,971.40	\$6.75	\$59,892.75	-54.29%
20	Remove Concrete Sidewalk	2,485	SF	\$13.00	\$32,305.00	\$2.20	\$5,467.00	\$3.10	\$7,703.50	\$3.00	\$7,455.00	-83.08%
21	Remove Curb	92	LF	\$9.50	\$874.00	\$4.40	\$404.80	\$12.00	\$1,104.00	\$10.45	\$961.40	-53.68%
22	Remove Curb and Gutter	58	LF	\$13.50	\$783.00	\$28.00	\$1,624.00	\$18.00	\$1,044.00	\$16.60	\$962.80	107.41%
23	Remove Rail Track	1,936	LF	\$35.00	\$67,760.00	\$23.00	\$44,528.00	\$18.90	\$36,580.40	\$104.75	\$202,796.00	-34.29%
24	Remove Detectable Warning Surface	336	SF	\$3.25	\$1,092.00	\$9.20	\$3,091.20	\$3.75	\$1,260.00	\$3.20	\$1,075.20	183.08%
25	Cold Planning	88,167	SF	\$10.00	\$881,670.00	\$0.38	\$33,503.46	\$0.19	\$16,751.73	\$1.15	\$101,392.05	-96.20%
26	Remove Concrete Box	758	LF	\$100.00	\$75,800.00	\$40.00	\$30,320.00	\$35.00	\$26,530.00	\$42.40	\$32,136.20	-60.00%
27	Remove Storm Drain	93	LF	\$9.00	\$837.00	\$37.00	\$3,441.00	\$85.00	\$7,905.00	\$86.10	\$8,007.30	311.11%
28	Remove Existing Fence	163	LF	\$1.00	\$163.00	\$7.30	\$1,190.90	\$15.00	\$2,445.00	\$86.60	\$15,847.80	630.00%
29	6" PVC Perforated Underdrain with Filter Fabric	1,707	LF	\$13.25	\$22,611.75	\$40.00	\$68,280.00	\$31.00	\$52,917.00	\$31.25	\$53,343.75	201.80%
30	10" Steel Casing	106	LF	\$115.00	\$12,190.00	\$100.00	\$10,600.00	\$155.00	\$16,430.00	\$95.00	\$9,990.00	-13.04%
31	Concrete Channel	135	LF	\$75.00	\$10,125.00	\$120.00	\$16,200.00	\$320.00	\$43,200.00	\$433.00	\$58,455.00	60.00%
32	12" RCP	18	LF	\$60.00	\$1,080.00	\$270.00	\$4,860.00	\$286.00	\$5,148.00	\$374.00	\$6,732.00	350.00%
33	6" PVC SDR 35	124	LF	\$22.00	\$2,728.00	\$95.00	\$11,780.00	\$117.00	\$14,508.00	\$307.00	\$38,068.00	331.82%
34	8" Smooth Steel Pipe	200	LF	\$41.30	\$8,260.00	\$89.00	\$17,800.00	\$210.00	\$42,000.00	\$130.00	\$26,000.00	115.50%
35	Pedestrian Swing Gate	2	EA	\$1,000.00	\$2,000.00	\$7,800.00	\$15,600.00	\$6,500.00	\$13,000.00	\$6,225.00	\$12,450.00	680.00%
<b>TOTAL BID</b>					<b>\$1,871,883.54</b>		<b>\$1,929,477.86</b>		<b>\$2,088,762.03</b>		<b>\$2,199,006.00</b>	

Notes:  
 1. Engineer's Estimate as advertised was \$1,869,273. Bid Schedule rounded quantities to the nearest one value for bidding purposes. Engineer's Estimate corrected by Addendum Nos. 5 and 6.

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Item #10

January 6, 2016

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: PETER DE HAAN, PROGRAMMING DIRECTOR**  
**SUBJECT: LEGISLATIVE UPDATE AND POSITION ON BILL**

**RECOMMENDATION:**

- Adopt "Support" position on AB 28 (Frazier) to allow continuation of project approval delegation to Caltrans for the National Environmental Policy Act (NEPA).

**DISCUSSION**

**Federal Issues**

As was reported during the last meeting's Executive Director's report, President Elect Trump has nominated Elaine Chao as Secretary of Transportation. Secretary Chao previously served as Secretary of Labor in the George W. Bush Administration and as Deputy Secretary of Transportation in the George H.W. Bush Administration. Earlier, she was deputy administrator of the U.S. DOT's Maritime Administration, and chairwoman of the Federal Maritime Commission.

**State Issues**

Attachment A provides the monthly report of Delaney Hunter, the Commission's state lobbyist. Attachment B provides her analysis of AB 28 (Jim Frazier, D-Oakley) for which staff recommends a "Support" position. In the past VCTC has consistently supported the delegation of NEPA approval authority to Caltrans, but the required legislative authorization sunsetted December 31<sup>st</sup> without an extension having been approved. In addition to the issue of NEPA approvals being consistently slower when FHWA was doing them, FHWA at present is no longer staffed to provide NEPA approvals for California, so as a result all NEPA approvals for Caltrans-funded projects including local assistance projects have been suspended. It is therefore urgent that AB 25 be passed so that project approvals can resume.

In February staff plans to present in conjunction with the lobbyist the proposed VCTC Legislative Program for the 2017-2018 Legislative Session. At that time staff also anticipates having recommended positions on additional state bills of interest to VCTC.

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**VENTURA COUNTY TRANSPORTATION COMMISSION  
MONTHLY STATE ADVOCACY REPORT  
DECEMBER 2016**

### **Legislative Update**

The 2015-16 legislative session ended on August 31<sup>st</sup>, and the Transportation Special Session concluded soon after on November 30<sup>th</sup>. While some of the Legislature's focus revolved around the special session, the general election has remained the highlight. The election was held on November 8, 2016, and all 80 State Assembly seats and half (20) of the State Senate seats were up for grabs. Additionally, all U.S. House of Representative seats and one California Senate post were also up for election. There were also 17 statewide propositions before the voters that covered a wide range of topics. As a result, much of November and December was consumed with elections related activity. The newly elected legislators were then sworn into office on December 5<sup>th</sup>, when both houses reconvened to prepare for the 2017-18 legislative session. On this day, a number of leadership positions were selected, and a handful of bills were introduced. Most of the newly introduced bills related to issues that were left unresolved from the previous legislative session. After coming together on swearing-in day, legislators returned to their districts and will not officially reconvene until the new session begins on January 4<sup>th</sup>. GQHC will continue to keep VCTC apprised of any committee changes, new appointments, and relevant bills when the Legislature returns.

### **Transportation Funding**

The Transportation and Infrastructure Special Session concluded on November 30<sup>th</sup> – the sine die deadline – without the passage of a transportation funding package. In the last few days of the Special Session, Assembly Member Frazier and Senator Beall worked to gain support for their proposals, but the logistics of calling back legislators to the Capitol and securing a 2/3 vote of both houses proved problematic. As previously reported, Governor Brown first proposed a \$3.1 billion plan, Senator Beall had a \$6 billion plan, and Assembly Member Frazier introduced a \$7 billion plan. Soon after, Senator Beall and Assembly Member Frazier came together and introduced new, identical \$7.4 billion transportation funding plans. And although several iterations surfaced, no comprehensive funding plan was successfully advanced in the 2015-16 legislative session.

Despite the lack of success in the Special Session, many legislators remain committed to pushing forward a transportation funding package. In an attempt to continue the discussions, Senator Beall and Assembly

Member Frazier have already introduced bills (SB 1 & AB 1) in the new legislative session. Both SB 1 & AB 1 are \$6 billion a year funding plans, which include the following:

- Phased-in 12 cent gas tax increase
- Restoring gas excise tax rates to 2010 levels
- Increasing the diesel excise tax by 20 cents
- Increasing the diesel sales tax by 4 percent (AB 1 includes a 3.5 percent increase)
- Increasing the vehicle registration fee by \$38
- Requiring zero-emission vehicles to pay an annual \$100 fee (AB 1 proposes a \$165 annual fee)
- Reallocating existing truck weight fees
- Increasing the Cap and Trade allocation going to transit

Senator Beall’s \$6 billion plan would specify an even split of funding between state and local agencies, and the money would be focused on transit and trade corridor improvements. Assembly Member Frazier’s proposal allocates \$1.9 billion to the state, \$2.4 billion to locals, \$577 million to the regions for STIP, \$563 million for transit, \$600 million for goods movement, and \$80 million annually to active transportation. Additionally, both bills include a number of accountability and efficiency related provisions, including some CEQA streamlining and establishing CTC independence. These bills came into print on the first day that legislation was put across the desk, as part of the Senate Democrats infrastructure plan. In addition to the transportation funding bills, the Senate also introduced a \$3 billion park bond and \$3 billion housing bond.

<b>Elections Update</b>
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Although the election was on November 8, a few of the statewide races were too close to call for several weeks. In the Assembly, Democrats were able to pick up 3 Republican seats to gain a supermajority. However, one of the close call seats was the race for Senate District 29 between current Assembly Member Ling Ling Chang and Democratic Candidate Josh Newman. Ultimately, Newman pulled ahead and secured the seat that gave the Democrats a 2/3 majority in both the Senate and Assembly. This 2/3 majority gives Democrats enough seats in both houses, potentially making rule waivers and procedural votes easier, though likely having little impact on policy decisions. More specifically, the new VCTC delegation includes the following legislators:

<b>Senate District 19</b>	<b>Hannah-Beth Jackson (D)</b>
<b>Senate District 27</b>	<b>Henry Stern (D)</b>
<b>Assembly District 37</b>	<b>Monique Limón (D)</b>
<b>Assembly District 38</b>	<b>Dante Acosta (R)</b>
<b>Assembly District 44</b>	<b>Jacqui Irwin (D)</b>
<b>Assembly District 45</b>	<b>Matt Dababneh (D)</b>

### Proposition 53

Proposition 53 would have required voter approval for any revenue bond over \$2 billion. It was promoted and funded by Dean Cortopassi, a Central Valley farmer. This would have placed the Delta Tunnels project and High Speed Rail in jeopardy. Thus, defeating this measure became one of Governor Brown's priorities in the 2016 election. In the end, the measure failed by less than 200,000 votes.

### Proposition 54

Prop 54 will prohibit the legislature from passing any bill until it has been in print and published on the internet for 72 hours prior to the vote. Despite support from the California Republican Party and opposition from the California Democratic Party, the measure passed overwhelmingly with 65% of the vote. It will likely lead to a change in procedure in the Legislature, as it makes "gut-and-amends" and last-minute changes very difficult.

## **Upcoming Bill Deadlines and Newly Introduced Legislation**

**Jan. 1** Statutes take effect

**Jan. 4** Legislature reconvenes

**Jan. 10** Budget must be submitted by Governor

**Jan. 20** Last day to submit bill requests to the Office of Legislative Counsel

**Feb. 17** Last day for bills to be introduced

### **AB 1 (Frazier) Transportation funding.**

**Introduced:** 12/5/2016

**Status:** 12/6/2016-From printer. May be heard in committee January 5.

**Summary:** Would create the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. The bill would require the California Transportation Commission to adopt performance criteria, consistent with a specified asset management plan, to ensure efficient use of certain funds available for the program. The bill would provide for the deposit of various funds for the program in the Road Maintenance and Rehabilitation Account, which the bill would create in the State Transportation Fund.

### **AB 17 (Holden) Transit Pass Program: free or reduced-fare transit passes.**

**Introduced:** 12/5/2016

**Status:** 12/6/2016-From printer. May be heard in committee January 5.

**Summary:** Would create the Transit Pass Program to be administered by the Department of Transportation. The bill would require the Controller of the State of California to allocate moneys made available for the program, upon appropriation by the Legislature, to support transit pass programs that provide free or reduced-fare transit passes to specified pupils and students.

### **AB 28 (Frazier) Department of Transportation: environmental review process: federal pilot program.**

**Introduced:** 12/5/2016

**Status:** 12/6/2016-From printer. May be heard in committee January 5.

**Summary:** Current federal law requires the United States Secretary of Transportation to carry out a surface transportation project delivery pilot program, under which the participating states assume certain responsibilities for environmental review and clearance of transportation projects that would otherwise be the responsibility of the federal government. Current law, until January 1, 2017, provided that the State of

California consents to the jurisdiction of the federal courts with regard to the compliance, discharge, or enforcement of the responsibilities it assumed as a participant in the pilot program. This bill would reinstate the operation of the latter provision.

**AB 33 (Quirk) Greenhouse gases from transportation: reduction: fees and rebates on new vehicle purchases.**

**Introduced:** 12/5/2016

**Status:** 12/6/2016-From printer. May be heard in committee January 5.

**Summary:** Would state the intent of the Legislature to enact legislation to reduce net emissions from greenhouse gases from transportation by imposing fees and granting rebates on sales of new automobiles and light trucks.

**SB 1 (Beall) Transportation funding.**

**Introduced:** 12/5/2016

**Status:** 12/6/2016-From printer. May be acted upon on or after January 5.

**Summary:** Would create the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. The bill would require the California Transportation Commission to adopt performance criteria, consistent with a specified asset management plan, to ensure efficient use of certain funds available for the program. This bill contains other related provisions and other existing laws.

**SB 4 (Mendoza) Goods Movement: allocation of federal funds: Goods Movement and Clean Trucks Bond Act.**

**Introduced:** 12/5/2016

**Status:** 12/6/2016-From printer. May be acted upon on or after January 5.

**Summary:** Would, subject to voter approval at the June 5, 2018, statewide primary election, enact the Goods Movement and Clean Trucks Bond Act to authorize \$600,000,000 of state general obligation bonds as follows: \$200,000,000 to the California Transportation Commission for projects and programs eligible for funding from the Trade Corridors Improvement Fund; \$200,000,000 to the State Air Resources Board for projects and programs consistent with the Goods Movement Emission Reduction Program; and \$200,000,000 to the State Air Resources Board for projects and programs to expand the use of zero- and near-zero emission trucks in areas of the state that are designated as severe or extreme nonattainment areas for ozone and particulate matter.

## **AB 28 (Frazier)**

### **Summary:**

AB 28 by Assembly Member Frazier extends indefinitely Caltrans' responsibility for the Federal Highway Administration's (FHWA) duties under the National Environmental Policy Act (NEPA), as the authority currently expires on January 1, 2017. AB 28 contains an urgency clause, so it would take effect immediately after being signed.

### **Purpose:**

Caltrans originally took part in the "Surface Transportation Project Delivery Pilot Program," which ran from 2007 to 2012. During the five-year pilot, Caltrans was able to expedite and streamline the environmental review process for transportation projects – without jeopardizing the environmental integrity of the process – by assuming responsibility for the approval of federal environmental documents for highway projects, including the Environmental Impact Statements, Environmental Assessments, and Categorical Exclusions. Since undertaking NEPA Assignment, Caltrans reports a 20% reduction in the time to complete Final Environmental Assessments and a 72% reduction in the time to complete Final Environmental Impact Studies. The program also includes several requirements to ensure environmental protection, including FHWA annual audits, reporting to the Legislature, additional trainings, implementing various reporting and quality control standards, among others. Having Caltrans take on the FHWA role resulted in significant time savings on transportation projects. After the pilot project concluded, the FHWA allowed Caltrans to participate in the MAP-21 Surface Transportation Project Delivery Program through the NEPA MOU. This program took effect in 2012 and has continued to reduce project delivery times. However, the NEPA delegation authority expires at the end of 2016. AB 28 would extend this authority indefinitely.

### **Existing Law:**

- Caltrans currently assumes FHWA responsibilities under NEPA (effective October 1, 2012). However, the program is renewable for a term of not more than five years and will expire in 2017.
- Section 820.1 of the Streets and Highways Code:
  - (a) The State of California consents to the jurisdiction of the federal courts with regard to the compliance, discharge, or enforcement of the responsibilities assumed by the department pursuant to Section 326 of, and subsection (a) of Section 327 of, Title 23 of the United States Code.
  - (b) In any action brought pursuant to the federal laws described in subdivision (a), no immunity from suit may be asserted by the department pursuant to the Eleventh Amendment to the United States Constitution, and any immunity is hereby waived.
  - (e) (1) This section shall remain in effect only until January 1, 2017, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2017, deletes or extends that date.
- (2) The state shall remain liable for any decisions made, or responsibilities assumed and exercised, prior to the repeal of this section under this subdivision, pursuant to applicable federal statutes of limitation for filing citizens' suits in federal court.

**Related Legislation:**

*AB 892 (Carter)* in 2011 extended the sunset date of Caltrans' NEPA delegation authority to January 1, 2017. The bill was supported by numerous local governments and transportation agencies and received no registered opposition.

*AB 2650 (Carter)* from 2008, which extended the sunset date from January 1, 2009 to January 1, 2012 to allow Caltrans to continue its assumption of NEPA responsibilities.

*AB 2034 (Salas)* from 2016, which attempted to repeal the January 1, 2017 expiration date, in order to extend the NEPA authority indefinitely. This bill only made it through the first house of the Legislature.

**Support/Opposition:**

*Sponsor:* Self-Help Counties Coalition

*Opposition:* None received as of December 8, 2016



Item #11

January 6, 2017

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: AARON BONFILIO, PROGRAM MANAGER**  
**SUBJECT: AUTHORIZATION FOR PURCHASE OF ONBOARD VIDEO SURVEILLANCE SYSTEMS AND EQUIPMENT**

**RECOMMENDATION:**

- Authorize the Executive Director to procure proprietary onboard video surveillance systems and equipment from Apollo Video Technologies for an amount not to exceed \$143,642.
- Approve finding of need for sole source justification (two-thirds vote required).

**BACKGROUND:**

In June 2015 the Commission approved the award of an agreement with Apollo Video Technologies for the purchase and implementation of onboard video surveillance systems (OBVSS). Since that time systems have been implemented on the VCTC Intercity, as well as the Heritage Valley transit services.

While each installation is complete per the original contract specification, following deployment additional improvements to the design and original order were identified. These include the addition of cameras to the VCTC Intercity bus fleet design, as well as the purchase of additional storage media. Due to the size of the motorcoach fleet vehicles, staff, in consultation with the VCTC transit operations contractor and the OBVSS vendor recommend the installation of additional cameras to each vehicle to eliminate blind spots and improve coverage. Similarly, the purchase of additional removable storage media will facilitate improved operations for VCTC Intercity operations and safety personnel as use of the system increases and critical incidents occur.

In addition to the above identified system improvements, the planned VCTC Intercity fleet expansion calls for the procurement of new OBVSS kits for each vehicle. Two vehicles are scheduled for delivery this December 2016.

A sole source finding for the recommended procurement is justified as the proposed equipment technology offered by Apollo Video Technologies is proprietary, unavailable from a separate vendor and designed to integrate directly with the existing OBVSS. Alternative equipment would be incompatible for use with the current systems.

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Staff recommends the Commission authorize the Executive Director to proceed with procurement of the necessary items related new OBVSS equipment in an amount not to exceed \$143,642, and at the same time approve the finding of need for Sole Source Justification as the equipment is proprietary and will integrate with the pre-existing systems.

While the necessary funds are currently programmed and in the current fiscal year budget for this express purpose, staff requests approval of this two-part recommendation as the purchase is in excess of the Executive Director's maximum spending authority.

ATTACHED: Sole Source Justification – Attachment A



## **ATTACHMENT A**

### **SOLE SOURCE JUSTIFICATION**

#### **FOR VCTC INTERCITY ON-BOARD VIDEO SURVEILLANCE SYSTEMS AND EQUIPMENT**

Per the requirements of Federal Transit Administration (FTA) funding as contained in Circular 4220.1F, to enter into a sole source procurement VCTC must document that a competitive procurement is infeasible for specified reason(s).

Applicable Sole Source Procurement Factors:

- 1) The item is only available from a single source.

May 2015 VCTC awarded a contract for onboard video surveillance systems to Apollo Video Technologies. The backend system equipment is proprietary and available from the original manufacturer, a single source. Similarly, compatible capital equipment, i.e. system cameras, replacement parts and accessories, are only provided by the manufacturer. In order to facilitate fleet expansion requirements, system maintenance and upgrades, procurement from a single source is required.