



VENTURA COUNTY TRANSPORTATION COMMISSION

AIRPORT LAND USE COMMISSION
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
CONSOLIDATED TRANSPORTATION SERVICE AGENCY
CONGESTION MANAGEMENT AGENCY

www.goventura.org

AGENDA*

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

CAMARILLO CITY HALL
601 CARMEN DRIVE
CAMARILLO, CA
FRIDAY, MARCH 7, 2014
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 FEBRUARY 7, 2014 VCTC MEETING – PG. 5

Recommended Action:

Approve

Responsible Staff: Donna Cole

8B. MONTHLY BUDGET REPORT – PG. 11

Recommended Action:

Receive and File

Responsible Staff: Sally DeGeorge

8C. PASSENGER RAIL UPDATE – PG.17

Recommended Action:

Receive and File

Responsible Staff: Ellen Talbo

8D. COMMUTER SERVICES QUARTERLY REPORT – PG.21

Recommended Action:

Receive and File

Responsible Staff: Alan Holmes

8E. INVESTMENT POLICY UPDATE – PG.27

Recommended Action:

Adopt the updated Ventura County Transportation Commission Investment Policy in Attachment 1.

Responsible Staff: Sally DeGeorge

8F. CALLEGUAS MUNICIPAL WATER DISTRICT QUITCLAIM DEED – PG.35

Recommended Action:

Authorize the Executive Director to execute acceptance of a quitclaim deed from the Calleguas Municipal Water District (CMWD) for the original pipeline alignment at the Camarillo Rail Station.

Responsible Staff: Peter DeHaan

8G. CONTRACT EXTENSION FOR AMERICANS WITH DISABILITIES ACT CERTIFICATION SERVICES – PG. 37

Recommended Action:

Approve the attached amendment to the contract with Mobility Management Partners, Inc., for countywide ADA certification services, increasing the Fiscal Year (FY) 2013/14 ceiling from \$128,320 to \$132,458, and extending the contract by one year through Fiscal Year 2014/15 with a contract ceiling of \$133,452.

Responsible Staff: Peter De Haan

8H. ROUTE 101 IMPROVMENTS PROJECT STUDY REPORT – PG.43

Recommended Action:

Receive and File

Responsible Staff: Stephanie Young

8I. AMENDMENT TO FY 2013/14 TRANSPORTATION PROGRAMMING BUDGET – PG. 45

Recommended Action:

Approve budget amendment to the Fiscal Year 2013/14 budget for Transportation Programming, to replace \$108,173 in Planning Programming and Monitoring funds with \$108,173 in property lease revenue

Responsible Staff: Peter DeHaan

9. SHORT RANGE TRANSIT PLAN CONSULTANT SERVICES CONTRACT AWARD– PG.47

Recommended Action:

Award consultant services contract to Nelson/Nygaard for the VCTC Short Range Transit Plan in an amount not to exceed \$100,000

Responsible Staff: Amy Ahdi

10. AUTHORIZATION TO CANCEL REQUEST FOR PROPOSALS (RFP) FOR VISTA TRANSIT OPERATIONS AND CAPITAL SUPPORT (RFP No. 2013-VISTA-01) - PG.81

Recommended Action:

- *Cancel the Request for Proposals for VISTA Transit Operations and Capital Support (RFP No. 2013-VISTA-01).*
- *Authorize staff to negotiate six month contract extension with current VISTA fixed-route contractor to allow for the re-solicitation of a revised Request for Proposals.*

Responsible Staff: Aaron Bonfilio

11. VCTC GENERAL COUNSEL'S REPORT

This item provides the opportunity for General Counsel to give update and status reports on any legal matters related to Commission activities.

12. AGENCY REPORTS

13. CLOSED SESSION

1. *Conference with Real Property Negotiators (Gov Code Sec. 54956.8)*
Property: Santa Paula Branch Line
Agency Negotiator(s): Darren Kettle
Negotiating Parties: VCTC and Fillmore and Western/lessee to be determined
Under Negotiation: Price and terms of payment
2. *Conference with Legal Counsel – Existing Litigation, (Gov Code Sec. 54956.9(a) and (d)(1))*
Fillmore & Western v. VCTC
3. *Conference with Real Property Negotiators (Gov Code Sec. 54956.8)*
Agency Negotiator(s): Darren Kettle
Negotiating Parties: VCTC and City of Camarillo
Under Negotiation: Price and terms of payment

4. Conference with Legal Counsel — Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 2 Cases

14. ADJOURN to 9:00 a.m. Friday, April 4, 2014



Item #8A

Meeting Summary

VENTURA COUNTY TRANSPORTATION COMMISSION

**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, FEBRUARY 7, 2014
9:00 AM**

MEMBERS PRESENT: Steve Sojka, City of Simi Valley, Chair
Claudia Bill-de la Peña, City of Thousand Oaks
Manuel Minjares, City of Fillmore
Betsy Clapp, City of Ojai
Peter Foy, County of Ventura
Brian Humphrey, Citizen Rep., Cities
Kathy Long, County of Ventura
Bryan MacDonald, City of Oxnard
Jan McDonald, City of Camarillo
Keith Millhouse, City of Moorpark
Carl Morehouse, City of San Buenaventura
Linda Parks, County of Ventura
Jon Sharkey, City of Port Hueneme
Jim White, Citizen Rep., County
John Zaragoza, County of Ventura
Aziz Ellatar, Caltrans District 7

MEMBERS ABSENT: Ralph Fernandez, City of Santa Paula, Vice Chair
Steve Bennett, County of Ventura

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ELECTION OF VICE CHAIR

Commissioner Zaragoza nominated Commissioner Foy to fill the seat of Vice Chair. Commissioner Foy accepted the nomination, seconded by Commissioner Millhouse, and passed unanimously.

PUBLIC COMMENTS –

Bill Morris, Representing FATCO. *FATCO was unaware of the plan to add new VISTA service, provided by Roadrunner, to Piru. It's a great idea, but FATCO was told it is not possible to provide fixed runs to Piru and was not given an opportunity to provide input.*

Darren Kettle *responded that this is a county demonstration project to extend the existing 126 intercity route.*

John Procter, SCAG *provided information on the upcoming SCAG General Assembly May 1-2.*

CALTRANS REPORT

Aziz Ellatar *reported that the construction for Ventura 101 Southbound widening at LaConchita is 66% complete and the ramp widening at Bates Road has begun. There will be a ¾ mile detour for 4 weeks. The retaining wall at Mussel Shoals is in progress and the pedestrian under crossing is expected to be complete in April.*

COMMISSIONERS REPORTS

Commissioner Morehouse *reported that SCAG is beginning work on the Regional Transportation Plan for 2016 and a Greater Land Use and Economy (GLUE) Council has been formed. He reminded commissioners that every city gets one vote at the General Assembly. Keeping the region competitive and relative will be a topic of discussion.*

Commissioner Parks *reported the Board Of Supervisors has approved looking at expanding Oak Park service to provide the Kanan Shuttle free for students.*

EXECUTIVE DIRECTOR REPORT

Unmet Transit Needs Workshops and Hearing – You have likely seen the advertisements and flyers for the public outreach meetings for the annual unmet transit needs public hearing. On Wednesday, staff was at community meetings at the Thousand Oaks Council on Aging and at the Gold Coast Transit Board. On February 11th, we will have a special stakeholders workshop in Ventura, on February 12th, a community meeting in Fillmore for the Heritage Valley and then we will be at Moorpark on February 18th. All these meetings lead up to the Public Hearing on Monday, February 24th, at 1:30 PM here at the Camarillo City Hall. It is appropriate at this time for the Chair to ask for Commissioners to volunteer to sit as the Hearing Board.

(Commissioners White, Humphrey, McDonald, and MacDonald will serve on the Hearing Board)

California Transportation Commission Leadership - I'm pleased to report that at last week's California Transportation Commission meeting, the Commission selected Carl Guardino of Santa Clara County as Chair and Lucy Dunn of Orange County as Vice Chair. Lucy Dunn is the head of the Orange County Business Council and is well known to us through her long-time involvement in Mobility 21.

Proposition 1B Trade Corridor Improvement Project-Hueneme Road Widening – One of our Proposition 1B funded projects, the Hueneme Road Widening in Oxnard, has encountered a bid challenge, and the contract that had been awarded has been invalidated. As a result, the project is technically out of compliance with the California Transportation Commission's contract award deadline, but we are working with CTC staff and they have assured us that the funds will not be in jeopardy while the City resolves the situation.

Southern California Regional Rideshare Program – The Riverside County Transportation Commission (RCTC) announced that as of July 1, 2014, it will no longer serve as the administrator of the five county Southern California regional rideshare program. The current program has been in operation since FY 2003/04 with the joint participation of RCTC, San Bernardino Associated Governments, Los Angeles Metro, Orange County Transportation Authority and VCTC. The partnership has operated a shared database of commuters for rideshare matching and offered Average Vehicle Ridership calculations to assist large employers in meeting regional Trip Reduction Ordinances. RCTC has made arrangements with the current vendor, Trapeze, to maintain the RidePro software through June 30, 2014 and it is anticipated that another agency or a combination of agencies will acquire the software rights and assume the administrative role next fiscal year. At this point in time it appears that the regional database will be split into two and follow the current model of 511 services with Riverside and San Bernardino counties utilizing Komotor software and Los Angeles Metro, Orange County and VCTC continuing to use Trapeze/RidePro. VCTC is in discussions with Metro and OCTA regarding the development of an MOU to ensure that there is no interruption in the service provided to Ventura County commuters.

ADDITIONS/REVISIONS – None

CONSENT CALENDAR – *Commissioner Zaragoza made a motion to approve all items as recommended on the Consent Calendar. The motion was seconded by Commissioner Sharkey and passed unanimously.*

9A. APPROVE SUMMARY FROM JANUARY 10, 2014 VCTC MEETING - *Approve*

9B. MONTHLY BUDGET REPORT - *Receive and File*

9C. PASSENGER RAIL UPDATE- *Receive and File*

9D. FY 2014/15 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM FINANCIAL RESOLUTION- *Adopt resolution certifying that there are sufficient financial resources to fund projects in the 2015 Federal Transportation Improvement Program (FTIP).*

9E. FY 2013/14 BUDGET AMENDMENT FOR LEWIS ROAD WIDENING PROJECT CARRYOVER
Amend Fiscal Year 2013/2014 budget to add to the Transportation Improvement Program task \$65,000 in carryover Surface Transportation Program (STP) funds for close-out of the Lewis Road Widening project.

9F. SPEARS MANUFACTURING HELISTOP- *The Airport Land Use Commission (ALUC) advises the California Division of Aeronautics that the ALUC has reviewed the plans for Spears Manufacturing Helistop in Santa Paula and makes no recommendation or assessment of the viability of the proposed plans.*

9G. LEGISLATIVE UPDATE - *Receive and file*

9H. BUDGET AMENDMENT FOR THE REVISED LOCAL TRANSPORTATION FUND APPORTIONMENT FOR FISCAL YEAR 2013/14

- *Amend the Fiscal Year 2013/2014 Transportation Development Act Budget by increasing the Local Transportation Fund revenues and pass-through expenditures by \$4,998,000.*
- *Amend the Fiscal Year 2013/2014 Transportation Improvement and Monitoring Program Budget with \$102,000 in Local Transportation Fund “planning” fund transfer instead of \$102,000 State Transit Assistance fund transfer previously budgeted for the potential Toll Lane Study Phase II.*

9I. APPOINTMENT OF VCTC REPRESENTATIVE TO CALIFORNIA ASSOCIATION OF COUNCILS OF GOVERNMENT (CalCOG) - *Appoint Commissioner Manuel Minjares to represent VCTC at the California Association of Councils of Government*

9J. REQUEST FOR PROPOSALS FOR RAIL MAINTENANCE - *Authorize the Executive Director to release a Request for Proposal (RFP) for maintenance of the Santa Paula Branch Line.*

9K. COUNTYWIDE BICYCLE WAYFINDING PROJECT

- *Support the Countywide Bicycle Wayfinding Project and authorize staff to seek funding for the project through the Southern California Association of Governments, TDA Article 3 and/or other sources.*
- *Designate TTAC or a subcommittee thereof as the oversight committee for the Countywide Bicycle Wayfinding Project.*

9L. COLLABORTIVE WORK PROGRAM WITH SCAG - *Adopt Resolution 2014-02 authorizing collaboration between the Southern California Association of Governments (SCAG) and the VCTC on projects related to the implementation of the Regional Transportation Plan/Sustainable Communities Strategy.*

10. OXNARD HARBOR DISTRICT QUARTERLY UPDATE – Oral Report
Public Comment

Mary Ann Rooney, President, Oxnard Harbor District

The Port appreciates VCTC's support for securing \$1.7 Million in CMAQ funds for the Shoreside Power Project, as well as support on the Primary Freight Network. Working together provides an opportunity to launch collective goals and initiatives.

Kristin Decas, CEO and Port Director, presented an update on current Port activities.

11. TRANSPORTATION DEVELOPMENT ACT/LOCAL TRANSPORTATION FUND DRAFT APPORTIONMENT FOR FY 2014/15

Commissioner MacDonald made a motion to Approve the Local Transportation Fund Draft Apportionment for Fiscal Year 2014/2015 apportioning \$30.8 million as shown in Attachment 1. The motion was seconded by Commissioner Millhouse and passed unanimously.

12. CITY OF VENTURA CONGESTION MITIGATION AND AIR QUALITY PROGRAM FUNDING INCREASE

Commissioner Zaragoza made a motion to approve \$137,000 in CMAQ funds for the City of Ventura Sheridan Way Bike Path and Route 126 Bike Path projects, in lieu of local match Committed by the City, contingent on the City awarding the California Street Pedestrian Improvement Project and shifting the \$137,000 in local match funds to that project. The motion was seconded by Commissioner Sharkey and passed unanimously.

13. METROLINK POSITIVE TRAIN CONTROL COST INCREASE

Commissioner Millhouse made a motion to:

- *Approve attached resolution requesting a Letter of No Prejudice (LONP) from Caltrans to allow reimbursement of \$326,126 to the Southern California Regional Rail Authority (SCRRA) in pending Proposition 1B Transit Capital funding from the Metrolink apportionment.*

March 7, 2014
Item #8A
Page #5

- *Approve in concept a loan with the Los Angeles County Metropolitan Transportation Authority (Metro) to advance up to \$326,126 for the project pending state reimbursement, contingent upon approval of a future agreement to be negotiated and presented for Board approval.*

The motion was passed by Commissioner Sharkey and passed unanimously.

14. VCTC GENERAL COUNSEL'S REPORT - None

15. AGENCY REPORTS

16. CLOSED SESSION – Nothing to Report

1. Conference with Labor Negotiators

(Pursuant to Government Code § 54957.6)

Agency designated representative: Darren Kettle, Executive Director

Unrepresented employee: All unrepresented employees

2. Pursuant to Government Code § 54957 (b)(1)

Public Employee Evaluation

Executive Director

General Counsel

3. Conference with Real Property Negotiators (Gov Code Sec. 54956.8)

Property: Santa Paula Branch Line

Agency Negotiator(s): Darren Kettle

Negotiating Parties: VCTC and Fillmore and Western/lessee to be determined

Under Negotiation: Price and terms of payment

4. Conference with Legal Counsel – Existing Litigation, (Gov Code Sec. 54956.9(a) and (d)(1))

Fillmore & Western v. VCTC

17. ADJOURN to 9:00 a.m. Friday, March 7, 2014

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Item # 8B

March 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: MONTHLY BUDGET REPORT

RECOMMENDATION:

- Receive and file the monthly budget report for January 2014

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 January 31, 2014 budget reports indicate that revenues were approximately 49.03% of the adopted budget while expenditures were approximately 37.40% 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.

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. 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 now 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. Depreciation is booked annually at yearend.

**VENTURA COUNTY TRANSPORTATION COMMISSION
BALANCE SHEET
AS OF JANUARY 31, 2014**

ASSETS

Assets:

Cash and Investments - Wells Fargo Bank	\$ 3,728,762
Cash and Investments - County Treasury	28,351,634
Petty Cash	50
Receivables/Due from other funds	2,693,739
Prepaid Expenditures	511,031
Deposits	13,065
Capital Assets, undepreciated	25,885,133
Capital Assets, depreciated, net	<u>24,453,420</u>

Total Assets: **\$85,636,834**

LIABILITIES AND FUND BALANCE

Liabilities:

Accrued Expenses/Due to other funds	\$ 1,419,962
Deferred Revenue	1,422,257
Deposits	<u>400</u>

Total Liabilities: **\$ 2,842,619**

Net Position:

Invested in Capital Assets	\$50,338,553
Fund Balance	<u>32,455,662</u>

Total Net Position **\$82,794,215**

Total Liabilities and Fund Balance: **\$85,636,834**

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE SEVEN MONTHS ENDING JANUARY 31, 2014**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Revenues								
Federal Revenues	\$ 3,601,241	\$ 0	\$ 0	\$ 0	\$ 3,601,241	\$ 12,355,069	(8,753,828)	29.15
State Revenues	1,948,367	17,898,340	1,231,527	306,822	21,385,056	41,052,637	(19,667,581)	52.09
Local Revenues	3,213,625	0	0	2,973	3,216,598	4,112,935	(896,337)	78.21
Other Revenues	5,927	0	0	0	5,927	3,751	2,176	158.01
Interest	338	19,081	21,591	5,855	46,865	105,000	(58,135)	44.63
Total Revenues	8,769,498	17,917,421	1,253,118	315,650	28,255,687	57,629,392	(29,373,705)	49.03
Expenditures								
Administration								
Personnel Expenditures	1,334,141	0	0	0	1,334,141	2,782,200	(1,448,059)	47.95
Legal Services	9,622	0	0	0	9,622	30,000	(20,378)	32.07
Professional Services	73,362	0	0	0	73,362	119,300	(45,938)	61.49
Office Leases	85,047	0	0	0	85,047	144,000	(58,953)	59.06
Office Expenditures	251,132	0	0	0	251,132	287,000	(35,868)	87.50
Total Administration	1,753,304	0	0	0	1,753,304	3,362,500	(1,609,196)	52.14
Programs and Projects								
Transit & Transportation Program								
Senior-Disabled Transportation	208,126	0	0	0	208,126	333,070	(124,944)	62.49
Go Ventura Smartcard	129,453	0	0	0	129,453	259,900	(130,447)	49.81
VISTA Fixed Route Bus Service	3,558,813	0	0	0	3,558,813	14,197,408	(10,638,595)	25.07
VISTA DAR Bus Services	1,492,446	0	0	0	1,492,446	2,620,400	(1,127,954)	56.95
Nextbus	25,318	0	0	0	25,318	173,800	(148,482)	14.57
Trapeze	11,373	0	0	0	11,373	30,900	(19,527)	36.81
Transit Grant Administration	2,590,376	0	0	0	2,590,376	8,940,116	(6,349,740)	28.97
Total Transit & Transportation	8,015,905	0	0	0	8,015,905	26,555,594	(18,539,689)	30.19

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Highway Program								
Congestion Management Program	3,750	0	0	0	3,750	25,000	(21,250)	15.00
Motorist Aid Call Box System	0	0	0	156,966	156,966	440,000	(283,034)	35.67
SpeedInfo Highway Speed Sensor	0	0	0	59,600	59,600	144,000	(84,400)	41.39
Total Highway	3,750	0	0	216,566	220,316	609,000	(388,684)	36.18
Rail Program								
Metrolink & Commuter Rail	1,941,077	0	0	0	1,941,077	3,242,930	(1,301,853)	59.86
LOSSAN & Coastal Rail	20,735	0	0	0	20,735	30,600	(9,865)	67.76
Santa Paula Branch Line	466,223	0	0	0	466,223	951,601	(485,378)	48.99
Total Rail	2,428,035	0	0	0	2,428,035	4,225,131	(1,797,096)	57.47
Commuter Assistance Program								
Transit Information Center	28,702	0	0	0	28,702	53,200	(24,498)	53.95
Rideshare Programs	4,677	0	0	0	4,677	56,500	(51,823)	8.28
Total Commuter Assistance	33,379	0	0	0	33,379	109,700	(76,321)	30.43
Planning & Programming								
Transportation Development Act	88,448	11,507,513	0	0	11,595,961	29,536,714	(17,940,753)	39.26
Transportation Improvement Program	254,683	0	0	0	254,683	585,650	(330,967)	43.49
Regional Transportation Planning	10,380	0	0	0	10,380	64,000	(53,620)	16.22
Airport Land Use Commission	61,737	0	0	0	61,737	206,000	(144,263)	29.97
Regional Transit Planning	8,899	0	0	0	8,899	97,700	(88,801)	9.11
Freight Movement	30	0	0	0	30	12,500	(12,470)	0.24
Total Planning & Programming	424,177	11,507,513	0	0	11,931,690	30,502,564	(18,570,874)	39.12
General Government								
Community Outreach & Marketing	229,761	0	0	0	229,761	519,600	(289,839)	44.22
State & Federal Relations	45,241	0	0	0	45,241	76,525	(31,284)	59.12
Management & Administration	60,728	0	0	0	60,728	130,456	(69,728)	46.55
Total General Government	335,730	0	0	0	335,730	726,581	(390,851)	46.21
Total Expenditures	12,994,280	11,507,513	0	216,566	24,718,359	66,091,070	(41,372,711)	37.40

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)
Revenues over (under) expenditures	(4,224,782)	6,409,908	1,253,118	99,084	3,537,328	(8,461,678)	11,999,006
Other Financing Sources							
Transfers Into GF from LTF	2,667,192	0	0	0	2,667,192	2,565,190	102,002
Transfers Into GF from STA	3,949,064	0	0	0	3,949,064	10,545,610	(6,596,546)
Transfers Into GF from SAFE	3,724	0	0	0	3,724	41,900	(38,176)
Transfers Out of LTF into GF	0	(2,667,190)	0	0	(2,667,190)	(2,565,190)	(102,000)
Transfers Out of STA into GF	0	0	(3,949,065)	0	(3,949,065)	(10,546,760)	6,597,695
Transfers Out of SAFE into GF	0	0	0	(3,724)	(3,724)	(41,900)	38,176
Total Other Financing Sources	6,619,980	(2,667,190)	(3,949,065)	(3,724)	1	(1,150)	1,151
Net Change in Fund Balances	2,395,198	3,742,718	(2,695,947)	95,360	3,537,329	(8,462,828)	12,000,157
Beginning Fund Balance	1,592,617	10,411,113	13,403,280	3,511,323	28,918,333	22,314,000	1,788,827
Ending Fund Balance	<u>\$3,987,815</u>	<u>\$14,153,831</u>	<u>\$10,707,333</u>	<u>\$3,606,683</u>	<u>\$32,455,662</u>	<u>\$13,851,172</u>	<u>\$13,788,984</u>

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF JANUARY 31, 2014**

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.

Institution	Investment Type	Maturity Date	Interest to Date	Rate	Balance
Wells Fargo – Checking	Government Checking	N/A	\$473.86	0.02%	\$3,728,762.33
County of Ventura	Treasury Pool	N/A	\$46,497.26	0.38%	\$28,383,823.01
Total			\$46,971.12		\$32,112,585.34

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 small portion of interest earned in the General Fund is for Proposition 1B funds and is reclassified to those funds and not shown as General Fund interest.

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

March 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: ELLEN TALBO, PROGRAM ANALYST
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

Ridership & On-Time Performance (OTP)

During the month of January 2014, ridership on the Ventura County Line averaged 3,535 total boardings per weekday (inbound and outbound). This represents an average increase of 10.2% from ridership during the previous month but it is a 9.1% decrease from the same period last year. Staff is continuing to evaluate the ridership loss. On-time performance statistics are not available for the month of January at this time and may be provided at the next commission meeting. Ridership statistics for the month of January 2014 are provided in the attachment for reference.

Board and TAC Updates

In mid-February, Metrolink launched a revenue service demonstration by running its first passenger train in revenue service that was operating with Positive Train Control (PTC). The demonstration marked a major milestone in implementing PTC, as Metrolink is the first US commuter railroad to implement predictive collision-avoidance technology. Non-revenue service field testing on the Ventura line was also conducted in February.

Metrolink held a board workshop retreat with the TAC and member agency CEOs in late February. Review of the Ten-Year Strategic Plan, Board Vision, and Organizational Assessment were specific focus points of the retreat.

Schedule Changes

Metrolink, Amtrak and COASTER are planning a coordinated schedule change on April 7, 2014. Printed schedules will be available by that date. The following change will impact the Ventura County line:

- M109 will depart Los Angeles ten minutes earlier at 12:50 p.m. instead of 1:00p.m. to allow for 20 minute turn for Positive Train Control on-board initialization.

LOSSAN JPA

Ridership & On-Time Performance

For December 2013, total LOSSAN rail corridor ridership was 545,062, a 3% increase from December 2012, and a 3.1% decline compared to November 2013.

Amtrak Pacific Surfliner (San Luis Obispo to San Diego) ridership decreased in December 2013 by 1.2% compared to the same period last year.

October 2013 was the first month in which Amtrak began reporting ridership for Amtrak-issued multi-ride passes based on eTicketing rather than the previous methodology which utilized monthly estimates. As such, some routes will see a decline in reported ridership, especially those with a large proportion of riders using monthly passes; however, this is a more accurate method of recording ticket sales. Ticket revenue is not impacted.

The methodologies for calculating on-time performance for intercity and commuter services are different. Commuter trains (Metrolink trains) are considered late if trains arrive to the terminal location six or more minutes late behind schedule. Intercity trains (Amtrak trains) operating between Goleta and San Diego are considered late if trains arrive ten or more minutes after their scheduled times, and 20 minutes or more for trains operating between San Luis Obispo and San Diego.

The Pacific Surfliner OTP was 77.2 percent in December 2013, with the north segment (San Luis Obispo to Los Angeles) at 93.9%, and the south segment (Los Angeles to San Diego) at 79.1% on time.

Schedule Changes

Amtrak, Metrolink, and COASTER are planning a coordinated schedule change on April 7, 2014. A summary of schedule changes planned by each operator was presented at the February 6, 2014 Technical Advisory Committee. Changes impacting the Ventura County line are discussed in the previous section of this report.

January 2014 Metrolink Ridership

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)
 JANUARY 2014 v. DECEMBER 2013 (MONTH OVER MONTH)

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
Jan-14	3,535	40,872	152
Dec-13	3,207	38,138	140
<i>Change</i>	<i>10.2%</i>	<i>7.1%</i>	<i>8.5%</i>

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)
 JANUARY 2014 V. JANUARY 2013 (YEAR OVER YEAR)

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
Jan-14	3,535	40,872	152
Jan-13	3,892	42,148	188
<i>Change</i>	<i>-9.1%</i>	<i>-3.0%</i>	<i>-19.1%</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
Jan-14	3,535	n/a	40,872	152
Jan-13	3,895	1,920	42,148	188
Jan-12	3,969	1,917	42,121	210
Jan-11	3,481	2,156	39,631	259
Jan-10	3,694	2,022	40,765	325
Jan-09	4,307	2,341	43,988	283



Item # 8D

March 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: ALAN HOLMES, TRANSPORTATION DEMAND MANAGEMENT
PROGRAM MANAGER**

SUBJECT: COMMUTER SERVICES QUARTERLY REPORT

RECOMMENDATION:

- Receive and file

DISCUSSION:

To improve reporting of Ventura County Rideshare activities, staff prepares and submits to the Commission quarterly reports for review. The primary focus of the Commuter Services program is to reduce traffic congestion and improve air quality by a voluntary reduction of single occupant vehicle (SOV) commute trips in Ventura County. SOV trips are reduced by offering direct assistance to employers located in Ventura County and through the provision of services to county residents, promoting carpooling, vanpooling, bus pooling, transit, walking, biking and other Transportation Demand Management (TDM) commute alternatives.

Services

	FY 12/13 Actual	13/14 Goals	13/14 1 st Quarter	13/14 2 nd Quarter
Database				
Commuters on file	31,023	32,000	30,798	30,931
Commuters active for matching	6,029	6,500	5,734	5,780
Company worksites on file	337	310	339	299
Estimated Avg. Home to work distance	16.43	16	14.82	14.48
AVR reports generated	11	36	8	
Matching Transactions				
Number of carpool matches attempted:				
Public (web)	171	1,700	305	455
Staff	218	1,700	290	128
Total carpool matches attempted	389	3,200	595	583

Number receiving at least one match	318	2,200	466	423
Average age of matching record (days)	151	145	157.2	260.3
Average number of matches/RideGuide	12	8	10	8
Avg. distance home/work	13.4	16	13.1	15.9
RideSmart Tips generated	1,278	10,000	1792	2187
Incoming Call Volume	35		17	24
Guaranteed Ride Home Program Usage				
Rental Car Trips	12	35	7	7
Taxi Rides	7	35	9	7
Total	19	70	16	14
Estimated Program Benefits	FY 12/13 Actual	FY 13/14 Goals	FY 13/14 1 st Quarter	FY 13/14 2 nd Quarter
Reduction in Vehicles Miles of Travel	393,835	2,000,000	556,125	607,864
Reduction in Commuting cost (in \$s)	212,652	1,200,000	300,284	328,223
Reduction in carbon monoxide (tons)	4.08	47.00	5.76	6.29
Reduction in volatile organic compounds (tons)	.44	6.40	.63	.69
Reduction in Oxides of Nitrogen (tons)	.29	7.50	.42	.46

Marketing Activities:

Throughout the second quarter of Fiscal Year 2013/2014, VCTC staff and its marketing consultant continued to promote the agency's popular Commuter Services program through a variety of channels. During this period, VCTC hosted Rideshare Week and other outreach events and began development of a new module-based Employer Resource Manual for Employer Transportation Coordinators (ETCs).

Employer Support

- **Commuter eBlast** – The monthly update of the Commuter Services program continued to be distributed electronically on the first business day of each month to a database of approximately 160 ETCs located at various employers throughout the county. Specific eBlast topics included “Any Day is a Good Day to Rideshare,” “Rideshare Week a Huge Success,” and “What Did Ridesharing Save You This Year?” In addition, a Rideshare Week announcement eblast was distributed during the first week of October 2013 to encourage participation in the county-wide ridesharing promotion.
- **Rideshare Website Update** – Ongoing efforts to improve the GoVenturaRideshare.org website continued through revisions to text and addition of graphics on the Guaranteed Ride Home page. Changes were made to the “Upcoming Events” section while a “Resources” link was added to the main landing page. Informational narrative was also updated on the “Vanpool, Bus, and Train Tax Savings” page.

- **Commuter Services Employer Manual** – As part of expanded efforts toward ETC/employer outreach and support, a comprehensive Employer Resource Manual was developed which will be distributed to ETCs throughout the county. The Manual is designed to provide ETCs with the information they need to promote the use of alternative transportation, assist individuals already using alternative transportation, and utilize the full resources of the Commuter Services program. Modules within the Manual include an overview of VCTC and its programs; contact information for local, county, and state governments as well as local and regional transportation options; general information about ridesharing and other forms of alternative transportation; detailed information about the Ventura County Air Pollution Control District's Rule 211 and survey requirements; an overview of current Commuter Tax Benefits available through the IRS; information specific to an individual's role as an ETC; instructions on how to use the multi-county ridematching service; and details about VCTC's Guaranteed Ride Home program. The physical presence of the Manual – which clearly displays the VCTC logo on the spine and covers of the binder – will place the VCTC brand inside employer worksites and promote VCTC as the primary source for transportation information in Ventura County.

Outreach and Promotion

- **Rideshare Week 2013** – While two employer outreach events were conducted during the first quarter of FY 2013/2014, the majority of outreach activities in support of Rideshare Week 2013 took place in October 2013. Four employer events were held during Rideshare Week (which began October 7), with three additional events taking place the week prior (for a total of nine). These events included:
 - Haas Automotive (September 25),
 - Ensign-Bickford Aerospace and Defense Co. (September 26),
 - City of Thousand Oaks (October 2),
 - Amgen (October 3 and 4),
 - DEX Optical Solutions (October 7),
 - Spatz Laboratories (October 8),
 - North Ranch Country Club (October 9), and
 - CSUCI (October 10).

Participation in Rideshare Week was promoted in advance of the week-long event via social media, VCTC's "On the Move" newsletter, an online announcement on GoVentura.org, promotional packets distributed to local employers, radio advertising, an on-air radio interview, and printed content in the Ventura County *Star*. In total, 763 participants from 75 individual employers throughout Ventura County pledged to participate in Rideshare Week. Using data collected from the pledge forms, we calculated that those who normally drive to work alone and pledged to utilize an alternative commute mode during Rideshare Week could save an additional 8,002 vehicle miles traveled each day. A total of 22 individuals won prizes for their participation, while five businesses were recognized for their achievements. Follow-up communications – including a media release, eBlast, and article in VCTC's "On the Move" newsletter – were crafted to announce winners and provide a summary of the campaign.

March 7,2014

Item #8D

Page#4

- **Wellness/Health Events** – In addition to the Rideshare Week campaign, Commuter Services coordinated and staffed events promoting ridesharing and VCTC's services (Commuter Services and VISTA) at three sites during Quarter Two, including the Simi Valley Living Green Expo on October 5, Monsanto Benefits Fair on November 13, and at Los Robles Hospital on November 20. Additionally, Commuter Services information was distributed at the Mobility 21 region-wide conference on October 29.

Social Media

- **Facebook and Twitter** – Approximately 39 percent of all posts and tweets on Facebook and Twitter during the second quarter encouraged ridesharing. Across the quarter, Facebook "likes" increased two percent and Twitter followers increased five percent.

Print Media

- **Rideshare Week 2013** – In support of Rideshare Week, promotional pieces, including posters/flyers and pledge cards, were produced and distributed to local employers.
- **Guaranteed Ride Home** – To supplement the communication and promotion of the Guaranteed Ride Home program during outreach activities, a bilingual program-specific brochure was developed and produced. The piece includes updated program information and graphics and was immediately incorporated into outreach events held during Quarter Two.

Program Development

- **Commuter Services Program Outreach:** In the second quarter of FY 2013/2014, staff and consultant develop approaches that will better address the needs of employers and commuters. The revised program plan was presented to the Board at its November meeting, along with the draft Employer Resource Manual discussed previously. Tactics such as more frequent outreach to ETCs, an increase in on-site employer outreach events, and the provision of additional program resources will be used beginning in the third quarter to both support ETCs and raise the profile of the Commuter Services program in Ventura County.

Third Quarter FY 2013/2014 Planned Activities

- Finalize the Employer Resource Manual. Complete first round of distribution.
- Continue distribution of monthly Rideshare-themed eBlasts to employers throughout Ventura County.
- Prepare/distribute additional eBlasts on as-needed basis (i.e., to communicate details regarding the 118/23 interchange closure/detour).
- Finalize preparations/initiate fielding of Earth Day (April) and Bike to Work Week (May) annual promotions.
- Continue Transportation Demand Management (TDM) research so as to identify potential strategies/tactics transferable to VCTC's rideshare program.
- Secure and facilitate rideshare-related events/promotions at employer sites throughout Ventura County.
- Continue using social media to promote the benefits of ridesharing, the availability of new employer materials, and upcoming events.
- Continue to monitor Association for Commuter Transportation (ACT) efforts to enhance the value and availability of federal rideshare monetary support.

CalVans

Background

The California Vanpool Authority (CalVans) is a Joint Powers Authority which operates commuter vanpools within jurisdictions of its member agencies. A full suite of third-party vanpool services are available including vehicle acquisition, insurance, maintenance, driver recruitment and training. Nine vanpools are currently based in Ventura County and over four hundred are operating statewide reducing traffic congestion, air pollution and saving participants thousands of dollars per year compared to driving alone.

Discussion

The second quarter presented several challenges for CalVans. Due to a drop in retail gasoline prices coupled with flash freeze conditions in the latter part of the year, one commuter van and four farm labor vans were discontinued. This was partially offset by three new farm labor vans being formed bringing the total number of vans operating in Ventura County to nine. We anticipate one of the farm labor vans will be reformed as weather and growing conditions improve. The discontinuation of the commuter van was due to an employee layoff. In addition, one commuter vanpool added two new riders and is now operating at full capacity.

Ten vanpool presentations were made during the quarter by CalVans staff. Four were to new farm labor contractors, one to the California State University Channel Islands and five to private sector employers. Additional outreach was made to seven worksites laying the groundwork for future presentations. The L.A. Metro vanpool subsidy will soon be available to CalVans riders with a goal of six new commuter vans by the end of this fiscal year.

Passengers			
	Weekdays	Saturday	Sunday
October	4,827	459	222
November	3,281	341	80
December	2,975	112	96
Quarter Total	11,083	912	398

Miles			
	Weekdays	Saturday	Sunday
October	27,304	2,025	437
November	20,351	2,189	206
December	19,679	1,737	670

Quarter Total	67,334	5,951	1,313
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Passenger Lane Miles

	Weekdays	Saturday	Sunday
October	217,763	16,941	3,465
November	176,979	22,365	1,687
December	154,304	13,679	5,353
Quarter Total	549,046	52,985	10,505



Item #8E

March 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: INVESTMENT POLICY UPDATE

RECOMMENDATION:

- Adopt the updated Ventura County Transportation Commission Investment Policy in Attachment 1.

BACKGROUND:

It is good practice to periodically review and update the Ventura County Transportation Commission (Commission)'s investment policy. The last review and adoption occurred in June 2011. Although there were no significant changes made to the investment policy, minor changes were made to formatting and additional requirements were added to the reporting section VII. Attachment 1 is the updated Ventura County Transportation Commission Investment Policy which complies with California Government Codes 53601 and 53646.

It should be noted that the Commission does not have long term investments at this time. Because the Commission is mainly on a reimbursement basis with the federal and state governments, the majority of the cash must be kept liquid to meet cashflow requirements. The Commission strives to receive the highest return on its investments while meeting safety and liquidity requirements.

An investment report is provided to the Commission with the monthly budget report.

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Attachment I

**VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT POLICY**

I. **Introduction:** The purpose of this document is to identify for the Ventura County Transportation Commission (VCTC) various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities which comprise good cash management include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost effective banking relations, and a short-term borrowing program which coordinates working capital requirements and investment opportunity.

II. **Scope:** It is intended that this policy cover all funds and investment activities under the direct authority of VCTC. Funds specifically exempt from this policy include employee deferred compensation plans, employee pension plans, or assets held in trust by VCTC with specific investment instructions.

III. **Objective:** The Commission's primary investment objectives shall be:

A. Safety: The foremost objective of the investment policy should be to protect, preserve, and maintain cash and investments placed in VCTC's trust on behalf of the citizens of the County.

B. Liquidity: The investment portfolio will remain sufficiently liquid to meet disbursement requirements including a reasonable amount for contingency.

C. Diversification: The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

D. Return on Investment: The investment portfolio shall be designed to maximize the return on investment after ensuring safety, liquidity and diversification while, taking into account the Commission's risk constraints, the cash flow characteristics of the portfolio, and the State and Local laws, ordinances or resolutions that restrict investments.

IV. **Prudence:** All persons authorized to make investment, reinvestment, purchasing, acquiring, exchanging, selling and managing public funds decisions on behalf of VCTC shall be governed by the Prudent Investor Standard. Investments shall be made with care, skill, prudence and diligence under circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated need of the Commission that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Commission. Authorized individuals acting in accordance with this Policy and written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion.

V. **Public Trust:** All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. In a diversified portfolio, it must be recognized that occasional measure losses are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

VI. **Delegation of Authority:** The Commission authorizes and directs the Executive Director to invest or reinvest surplus funds of the Commission, or to sell or exchange securities so purchased. The Executive Director shall monitor and review all investments for consistency with this investment policy. The Executive Director may delegate these duties to his/her designee ("Finance Director") and/or an investment advisor as needed. The designee and/or advisor shall follow this Policy and such other written instructions as are provided.

VII. **Reporting:** The Executive Director shall render an investment report as part of the monthly budget report to the Commission which shall include, but not be limited to, the classification of the investment, the name of the institution or entity, the rate of interest, the maturity date as applicable, and the current market value. The report shall include a statement that the investments are in compliance with the investment policy, or the manner in which the portfolio is not in compliance. The report shall also include a statement indicating VCTC's ability to meet its liquidity requirements for the next six months, or provide an explanation as to why sufficient money shall, or may not be, available.

VIII. **Investment Instruments:** Investments of local agency funds are governed by California Government Code Section 53601. It is VCTC's objective to diversify its investments while maintaining adequate liquid funds to draw upon for the Commission's needs. Percentage limitations and rating requirements, where indicated, apply at the time of purchase. Unless otherwise stated below, maximum maturity shall not exceed five years unless specifically approved by the Commission. The surplus funds of the Commission may also be invested in the following:

A. United States Treasury notes, bonds, bills or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

B. Registered state warrants or treasury notes or bonds of the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State of California or by a department, board, agency or authority of the State of California.

C. Bonds, notes, warrants, or other evidence of indebtedness of any local agency of the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled or operated by the local agency, or by a department, board, agency or authority of the local agency thereof.

D. Bankers acceptance otherwise known as bills of exchange or time drafts drawn on which are eligible for purchase by the Federal Reserve System. Purchases of banker's acceptances may not exceed 180 days maturity or 40 percent of the Commission's surplus funds which may be invested pursuant to this section. However, no more than 30 percent of the agency's money may be invested in the banker's acceptances of any one commercial bank pursuant.

E. Commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided by a nationally recognized statistical rating organization (NRSRO). Eligible paper is further limited to issuing corporations that are organized and operating within the United States as a general corporation and having total assets in excess of five hundred million dollars (\$500,000,000) and having an "A" or higher rating for the issuer's debentures, other than commercial paper, as provided by a NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation and purchases of commercial paper may not exceed 25 percent of the Commission's surplus money which may be invested pursuant to this section.

F. Negotiable certificates of deposit issued by a nationally or state-chartered bank or a state or federal savings and loan association, or a state or federal credit union, or by a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30 percent of the Commission's surplus money which may be invested pursuant to this section. All deposits must be collateralized in accordance with California Government Code section 53561. The Commission, at its discretion, may waive the collateralization requirements for any portion of the deposit that is covered by federal insurance.

G. Government Agency Securities including Federal agency or United States government-sponsored enterprises obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

H. Obligations issued by banks for cooperatives, federal land banks, federal intermediate credit banks, federal home loan banks, the Federal Home Loan Bank, or in obligations, participations, or other instruments of or issued by, or fully guaranteed as to principal and interest by the Federal National Mortgage Association; or in guaranteed portions of Small Business Administration notes; or in obligations, participations, or other instruments of or issued by a federal agency or a United States government-sponsored enterprise.

I. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission and invest in securities permitted by the California Government Code and limited to funds which strive to maintain a share value of \$1.00 (money market funds).

J. The Commission may invest in the Ventura County Investment Pool as long as the Pool investments are in compliance with the California Government Code.

K. Investments in repurchase agreements or reverse repurchase agreements of any securities authorized by this section. For purpose of this section, the term "repurchase agreement" means a purchase of securities by the local agency pursuant to an agreement by which the seller will repurchase such securities on or before a specified date for a specified amount. For the purpose of this section, the term "reverse repurchase agreement" means a sale of securities by the local agency pursuant to an agreement by which the local agency will repurchase such securities on or before a specified date for a specified amount. Investment in a reverse purchase agreement shall be made only upon prior approval of the legislative body of the Commission. Investments in repurchase agreements may be made when the term of the agreement does not exceed one year. The market value of the securities that underlay a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities, and the value shall be adjusted no less than quarterly. The total of all reverse repurchase agreements may not exceed 20 percent of the market value of the portfolio and the agreement does not extend 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period

between the sale of a security using a reverse repurchase agreement and the final maturity date of the same security.

L. The Local Agency Investment Fund (LAIF) in the State Treasury in accordance with the provision of the California Government Code.

IX. **Investments for Bond Proceeds:** Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to permitted investments, bond proceeds will be invested in securities permitted by this Policy. With respect to maximum maturities, the Policy authorizes investing bond reserve fund proceeds beyond the five years if prudent in the opinion of the Executive Director.

X. **Ineligible Investments:** The Commission shall not purchase federal agencies securities that take the form of inverse floaters, range notes, mortgaged-backed interest-only strips, or any floating-rate investments without a floor or invest in any funds as prohibited by the California Government Code or specifically stated within this Policy.

XI. **Maximum Limits:** VCTC's investments will be subject to maturity limits and restrictions as imposed by the governing bodies of the agencies invested in. The maximum maturity of an investment shall be five years, unless the Commission has granted express authority otherwise. All investments shall be made in consideration of and provide the necessary liquidity, minimize interest rate risk while maximizing earnings. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds.

XII. **Internal Controls:** Monthly reconciliation of the investment records to bank, broker/dealer, and safekeeping confirmations as applicable will be performed. The reconciliations and investment report will be reviewed by the Executive Director in order to insure:

- A. the orderly and efficient conduct of business, including adherence to management policies
- B. the safeguarding of assets
- C. the prevention or detection of errors and fraud
- D. the accuracy and completeness of the accounting records
- E. the timely preparation of reliable financial information

XIII. **Bank and Securities Dealers:** In selecting financial institutions for the deposit or investment of Commission funds, the Executive Director or his/her designee shall consider the creditworthiness of institutions. The Executive Director or his/her designee shall continue to monitor financial institution's credit characteristics and financial history throughout the period in which agency funds are deposited or invested.

XIV. **Risk Tolerance:** The Commission recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Portfolio diversification is employed as a way to control risk. Investment Managers

are expected to display prudence in the selection of securities, as a way to minimize default risk. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. The Executive Director shall periodically establish guidelines and strategies to control risk of default, market price changes and illiquidity. In addition to these general policy considerations all transactions will be executed on a delivery versus payment basis and a competitive bid process, when practical, will be used to place all investment purchases.

XV. **Safekeeping:** Securities purchased from broker/dealers should be held in a third party custodian/safekeeping account. Said securities should be held in a manner that established the Commission's right of ownership. All securities owned by the Commission should be held by a third party except the collateral for time deposits in banks and savings and loans. Collateral for time deposits in savings and loans is held by the Federal Home Loan Bank or an approved Agency of Depository. The collateral for time deposits in banks should be held in the Commission's name in the bank's Trust Department, or alternately, in the Federal Reserve Bank.

XVI. **Conflicts of Interest:** All officials, employees and consultants involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which could impair their ability to make impartial investment decisions. Officials, employees, and consultants will disclose to the Executive Director any material financial interest with a financial institution or broker that conducts business with VCTC. Officials, employees and consultants will further disclose any personal financial positions that could be related to the performance of VCTC's portfolio. Statement of Investment Policy

XVII. **Investment Policy Review:** The Statement of Investment Policy shall be reviewed and submitted as needed to the Governing Body.



Item #8F

March 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: CALLEGUAS MUNICIPAL WATER DISTRICT QUITCLAIM DEED

RECOMMENDATION:

- Authorize the Executive Director to execute acceptance of a quitclaim deed from the Calleguas Municipal Water District (CMWD) for the original pipeline alignment at the Camarillo Rail Station.

BACKGROUND:

CMWD is one of the major water wholesalers in Ventura County and has begun construction of a regional salinity management pipeline. The 30-inch pipeline will cross VCTC's property at the Camarillo Rail Station. At the May 13, 2011 meeting, the Commission granted CMWD a permanent pipeline easement and associated temporary construction easements, at a cost of \$85,335. At the December 6, 2013 meeting, the Commission approved new easements based on the final pipeline design, with CMWD paying the Commission an additional \$108,173. The new easement has now been transferred to CMWD, and CMWD has approved a quitclaim deed transferring the old easement back to VCTC. The quitclaim deed requires VCTC's action to accept the return of the easement. Since the pipeline construction on the VCTC property has not yet occurred, the easement being returned to VCTC by CMWS was not disturbed by CMWD.

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Item #8G

March 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

**SUBJECT: AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION SERVICES
CONTRACT EXTENSION**

RECOMMENDATION:

- Approve the attached amendment to the contract with Mobility Management Partners, Inc., for countywide ADA certification services, increasing the Fiscal Year (FY) 2013/14 ceiling from \$128,320 to \$132,458, and extending the contract by one year through Fiscal Year 2014/15 with a contract ceiling of \$133,452.

BACKGROUND:

The ADA mandates that each public entity operating a fixed-route transit system provide complementary paratransit service to individuals whose functional disabilities prevent use of accessible fixed-route bus systems. Each public transit agency is required to establish a certification process for determining ADA paratransit eligibility for complementary paratransit service. In Ventura County, the local transit operators have agreed that VCTC should operate a uniform ADA certification program covering the entire county. For many years this function was carried out by Commission staff, but in September, 2009, the Commission approved a contract with Mobility Management Partners, Inc. (MMP) to provide the certification service. This contract expired on June 30, 2013, with provision for two one-year extensions, with the Commission having approved the first extension to June 30, 2014. The payments under the contract are determined by the number of applicants evaluated, subject to an annual maximum payment which for FY 2013/14 is \$128,320, which provides for the certification of slightly over 800 applicants.

As of December 31st, MMP had completed 368 evaluations, but based on the applications currently submitted and inquiries for information it appears likely that there will be an unusual surge of evaluations over the next few months that could result in a fiscal year total as high as 850.

DISCUSSION:

Both VCTC staff and the TRANSCOM are satisfied with MMP's work in carrying out certifications for Ventura County, and therefore recommends that the second and final extension be approved. Furthermore, staff recommends that this proposed amendment to extend the contract also address the potential shortfall during the current year to ensure that all submitted applications can be evaluated without delay as legally mandated. Therefore, the proposed contract amendment increases the

March 7, 2014
Item #8G
Page #2

maximum payment for the current year by \$4,138, to \$132,458, allowing for as many as 900 applicants. The amendment provides for a maximum payment of \$133,452 for the upcoming fiscal year. It should be noted that the amount paid to MMP will still be based on the actual number of applications processed, not the contract maximum.

Last year at the time of the first contract extension, staff obtained comparative cost information from L.A. Access Services indicating that the average evaluation cost for L.A. County is about \$250, assuming the number of evaluations relative to the total the county population is the same as in Ventura County. Conservatively assuming that MMP performs 750 evaluations per year, the average cost per evaluation is about \$180. Thus, MMP contract appears to remain cost effective.

This recommendation was approved by TRANSCOM at its February 13th meeting. TRANSCOM did request that the transit operators be involved in developing the Request for Proposals for the new Certification contract that will begin in Fiscal Year 2015/16.

**AMENDMENT NO. 3 TO
AGREEMENT BETWEEN VENTURA COUNTY TRANSPORTATION COMMISSION
AND MOBILITY MANAGEMENT PARTNERS, INC.
FOR AMERICANS WITH DISABILITIES ACT CERTIFICATION SERVICES**

THIS AMENDMENT NO. 3 to the Agreement dated November 30, 2009, entered into between Ventura County Transportation Commission (hereinafter referred to as VCTC) and Mobility Management Partners, Inc. (hereinafter referred to as CONTRACTOR) to exercise a one-year extension for services provided by the CONTRACTOR.

WHEREAS, it appears likely that there will be a greater number of applicants than was anticipated under Amendment #2, thus causing the amount payable under the fee per evaluation to surpass the Amendment #2 contract ceiling for the period beginning July 1, 2013 and ending June 30, 2014; and,

WHEREAS, it is the intention of VCTC to exercise a one-year extension for ADA Certification Services with the CONTRACTOR, beginning July 1, 2014 and ending June 30, 2015, with an increase to account for inflation;

NOW, THEREFORE, the parties hereto agree as follows:

1. **Statement of Agreement:** VCTC hereby agrees to re-engage CONTRACTOR and CONTRACTOR hereby agrees to carry out the work described in connection with the original Agreement, which commenced November 30, 2009 on the same terms and conditions except to the extent modified herein. The CONTRACTOR warrants that it has the qualifications, experience and facilities to continue said services and agrees to undertake and complete the performance for the professional services.
2. **Duration of Agreement:** The term of the original Agreement shall be extended to and include June 30, 2015.
3. **Compensation:** Section 4 of the Agreement as amended is further amended to read as follows: The total maximum compensation payable to the contractor for the period beginning July 1, 2013 and ending June 30, 2014 is increased by \$4,138 to \$132,458. The total maximum compensation payable to CONTRACTOR for the period beginning July 1, 2014 and ending June 30, 2015 is \$133,452. VCTC shall not be obligated to pay CONTRACTOR for costs incurred in excess of the increased amount. VCTC will pay CONTRACTOR at the rates provided in Attachment #1. CONTRACTOR is not obligated to provide service beyond that which is stated in the contract compensation amount.
4. **Amendment:** Except as hereby amended, the Agreement as earlier amended and extended remains in full force and effect.

5. **Signatures:** IN WITNESS WHEREOF, the parties hereto have caused this amended Agreement to be executed by their duly authorized representatives. Each party represents to the other party that this amended Agreement has been executed by a duly authorized agent of the party so representing.

Dated: _____

VCTC: VENTURA COUNTY
TRANSPORTATION COMMISSION

By _____
RALPH FERNANDEZ, Chairperson

Dated: _____

CONTRACTOR:

By _____
Mobility Management Partners, Inc.

ATTEST:

Donna Cole,
Clerk of the Ventura County Transportation Commission

APPROVED AS TO FORM:

Steven Mattas, General Counsel
Ventura County Transportation Commission

Attachment #1

COMPENSATION

Pursuant to Section 3 of the Agreement, the maximum compensation payable to CONTRACTOR for providing the service described in this agreement shall be as follows:

Effective date(s): July 1, 2014 to June 30, 2015

Fee per evaluation (all types)	\$43.44
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Monthly support fee	\$8,225
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Yearly cost not to exceed:	\$133,452
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July 1, 2014 – June 30, 2015

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Item #8H

March 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
SUBJECT: ROUTE 101 IMPROVEMENTS PROJECT STUDY REPORT

RECOMMENDATION:

- Receive and file.

BACKGROUND:

At the January meeting the Commission requested that the Transportation Technical Advisory Committee (TTAC) analyze and evaluate the recently-completed Route 101 Project Study Report (Project Study Report) that studied the scope of potential Route 101 improvements with a focus on High-Occupancy Vehicle Lanes. The commission also requested that TTAC present a report, preferably at the March Commission meeting, on the possible alternatives for Ventura County based on technical and fiscal realities within each alternative, including a recommendation of the best way to move the project forward. TTAC discussed this matter on its January agenda and requested further analysis from Caltrans, but there was insufficient time to complete this work prior to the February Committee meeting. A more complete review of the Route 101 PSR is scheduled for the March 20th TTAC meeting.

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Item #81

March 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
SUBJECT: AMENDMENT TO FISCAL YEAR 2013/14 TRANSPORTATION PROGRAMMING BUDGET

RECOMMENDATION:

- Approve budget amendment to the Fiscal Year 2013/14 budget for Transportation Programming, to replace \$108,173 in Planning Programming and Monitoring funds with \$108,173 in property lease revenue.

BACKGROUND:

At the December 6, 2013 meeting, the Commission approved a new easement with the Calleguas Municipal Water District (CMWD) for construction of a pipeline through the VCTC property at the Camarillo Rail Station. The easement agreement provided for CMWD to pay the Commission an additional \$108,173 beyond what had been paid for the original easement grants for the project. The escrow on the new easement has now been closed and the payment has been received.

Since the Camarillo Station property purchase was partially funded with federal transportation funds, use of the funds is restricted to federally-eligible transportation expenditures. The adopted VCTC budget included state Planning, Programming and Monitoring (PPM) funds for consultant work in support of Transportation Programming, and staff recommends that \$108,173 of these PPM funds be removed from the budget and replaced with \$108,173 in lease revenue from CMWD. Staff intends to apply these funds to a portion of the cost of the Route 101 Project Study Report prepared by Caltrans, since this expenditure is eligible for federal funding. The \$108,173 in PPM funds being removed from the budget will become available as revenue for the Fiscal Year 2014/15 budget. There is no increase to the overall Transportation Programming budget.

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Item #9

March 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: AMY AHDI, TRANSIT PLANNER

SUBJECT: SHORT RANGE TRANSPORTATION PLAN CONSULTANT SERVICES CONTRACT AWARD

RECOMMENDATION:

- Award consultant services contract to Nelson/Nygaard for the VCTC Short Range Transit Plan in an amount not to exceed \$100,000

BACKGROUND

In December 2013, the Commission authorized staff to prepare and release Request for Proposals (RFP) for a Short Range Transit Plan (SRTP). The draft RFP was supported by TRANSCOM and addresses the development of countywide performance metrics, an update of the Countywide Transit Investment Study, the refinement of the “gap analysis”, and, a plan of service modifications for the Commission to consider with VISTA over the next five years.

In January of 2014, VCTC released the RFP for the VCTC Short Range Transit Plan. Four firms submitted responsive proposals: Nelson/Nygaard, Wendel, Stantec and Moore & Associates. The four firms were subsequently interviewed on February 6, 2014 by three panelists. The panelists consisted of representatives from the City of Moorpark, the Santa Barbara County Association of Governments, Gold Coast Transit and VCTC Staff. Each proposer’s written and oral presentations were then scored against the criteria published in the RFP; criteria included, understanding the purpose of the project, experience with SRTPs and related issues, level and experience of personnel, level of detail in proposed work plan and project cost and work schedule.

Nelson Nygaard showed a high level of proficiency in both the technical and qualitative aspects of the services being sought. VCTC staff recommends that the Short Range Transportation Plan consultant services contract be awarded to Nelson Nygaard. The FY 2013-14 budget has \$50,000 in it for execution of the contract and the remaining funds will be programmed in the FY 2014-15, as stated in the agenda item approving release of the RFP.

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AGREEMENT FOR PROFESSIONAL SHORT RANGE TRANSIT PLAN SERVICES

This is an Agreement by and between the Ventura County Transportation Commission, hereinafter referred to as VCTC, and Nelson\Nygaard Consulting Associates, hereinafter referred to as CONTRACTOR, for professional Short Range Transit Plan (SRTP) services for Fiscal Years 2013/2014 and 2014/2015.

VCTC and CONTRACTOR agree as follows:

1. STATEMENT OF AGREEMENT

VCTC hereby engages CONTRACTOR, and CONTRACTOR hereby accepts such engagement, to perform the services on the terms and conditions herein described, and as set forth in Appendix A to this Agreement. CONTRACTOR hereby warrants that it has the professional qualifications, experience and facilities to properly perform said services and hereby agrees to undertake and complete the performance thereof.

2. DESCRIPTION OF SERVICES

The services to be performed by CONTRACTOR are those set forth in APPENDIX A of this Agreement, and the specifications attached thereto. All work by the CONTRACTOR shall be performed in a good and workmanlike manner.

3. CHANGES IN THE WORK

The VCTC may, at any time, by written order to CONTRACTOR make changes within the general Scope of Work, including but not limited to revising or adding to the work or deleting portions thereof. Upon agreement of the parties and receipt of notice of change to the Scope of Work, CONTRACTOR shall immediately take all necessary steps to comply therewith.

4. COMPENSATION

4.1 - The total compensation payable by VCTC, to CONTRACTOR, for the above stated services is not to exceed \$100,000.00. The VCTC shall not be obligated to pay CONTRACTOR for costs incurred in excess of this amount.

4.2 - CONTRACTOR will bill VCTC monthly for work accomplished during the month. VCTC will pay CONTRACTOR within thirty (30) days of approved receipt of invoice and monthly progress report. Each invoice shall be supported by an itemized statement of costs claimed to have been incurred by CONTRACTOR and its subcontractors in the performance of the Agreement during the period covered by each invoice.

5. PROGRESS AND COMPLETION

CONTRACTOR shall commence work on the services to be performed upon written authorization of the VCTC to proceed. All services shall be completed in accordance with the APPENDIX A to this Agreement. Monthly progress reports, which include a summary of the percent of work completed for each task during the billing period, will be provided by the CONTRACTOR with each invoice.

6. ASSIGNMENT AND SUBCONTRACTING

6.1 - This Agreement is for professional services and CONTRACTOR may not assign its rights under this Agreement nor delegate the performance of its duties without the VCTC's prior written consent.

6.2 - CONTRACTOR shall complete all work under this Agreement and as set forth in Attachment A. CONTRACTOR may assign duties to another contractor or to any subcontractor only upon prior written consent of the VCTC. Any assignment or delegation without VCTC's prior written consent shall be void.

7. RELATIONSHIP OF THE PARTIES

CONTRACTOR is, and at all times retains the status of, an independent contractor and shall represent the will of VCTC only as to the results of the subject matter of this Agreement, and not as to the manner in which the services herein are performed, except as provided in APPENDIX A. CONTRACTOR shall have complete control and responsibility over the details and performance of the services herein required to complete the Agreement, and in no event shall CONTRACTOR be considered an officer, agent, servant or employee of VCTC.

8. KEY PERSONNEL

Mr. James Gamez, Project Manager, is considered essential to the work being performed under this Agreement; substitution for this individual will not be made without the prior written consent of the VCTC.

9. INSURANCE

9.1 - Insurance Required. With respect to performance of work under the project Agreement, CONTRACTOR shall maintain insurance as described Sections 9.2 and 9.3 below:

9.2 - Workers' Compensation Insurance. CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance for all CONTRACTOR employees employed at the site of improvement, and in case any work is sublet, CONTRACTOR shall require any contractor or subcontractor similarly to provide Workers' Compensation Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by CONTRACTOR. In case any class of employees engaged in work under this Agreement at the site of the project is not protected under any Workers' Compensation law, CONTRACTOR shall provide or shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. CONTRACTOR hereby agrees to indemnify, defend and hold harmless VCTC for any damage, penalty or fine resulting to it from a failure of either CONTRACTOR or any contractor or subcontractor to maintain such insurance.

9.3 - Public Liability and Property Damage Insurance. CONTRACTOR shall maintain during the life of this Agreement such public liability and property damage insurance as shall insure VCTC, its Commission, appointive boards, officers, agents, and employees, and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR's or any contractors or subcontractors operations hereunder, whether such operations be by CONTRACTOR or any contractor or subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any contractor or subcontractor, and the amounts of such insurance shall be as follows:

- a. Public Liability Insurance - In an amount not less than \$1,000,000 for injuries, including, but not limited to death, to any one person and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence.
- b. Property Damage Insurance - In an amount of not less than \$250,000 for damage to the property of each person on account of any one occurrence.

9.4 - Evidence of Insurance. CONTRACTOR shall furnish VCTC with the execution hereof, with satisfactory evidence of the insurance required under this Agreement, and evidence that each carrier is required to give VCTC at least thirty (30) days prior notice of cancellation or reduction in

coverage of any policy during the effective period of this Agreement, unless cancellation is for non-payment of premium, in which case notice will be provided within ten (10) days following cancellation. VCTC must be named as "Additional Insured".

11. INDEMNIFICATION

Notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this Agreement, CONTRACTOR shall save, keep, indemnify, hold harmless and defend VCTC and its appointed and elected officials, officers, employees and agents, from every claim or demand made and every liability, loss damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring or arising out of the performance of CONTRACTOR, its officers, agents or employees, including but not limited to, its subcontractors, of the work required pursuant to this agreement, occasioned by any alleged or actual negligent or wrongful act or omission by CONTRACTOR including any such liability imposed by reason of any infringement or alleged infringement of rights or any person or persons, firm or corporation, in consequence of the use in the performance of CONTRACTOR of the work hereunder of any article or material supplied installed pursuant to this agreement.

11.1 - CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection herewith;

11.2 - CONTRACTOR will promptly pay any final judgment rendered against VCTC, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities; and,

11.3 - In the event VCTC, its officers, agents or employees, are made parties to any action or proceeding filed or prosecuted against CONTRACTOR for such damages or other claims arising out of or in connection with the sole negligence or wrongful acts of CONTRACTOR hereunder, CONTRACTOR agrees to pay VCTC, its officers, agents, or employees, any and all costs and expenses incurred by them in such action or proceeding, including but not limited to, reasonable attorney's fees.

12. NON-DISCRIMINATION

CONTRACTOR shall not discriminate in the hiring of employees or in the employment of subcontractors on the basis of sex, race, religion, age, natural origin, handicap, or any other basis prohibited by law. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and applicable laws promulgated thereunder.

13. RECORDS AND AUDITS

The CONTRACTOR's accounting systems shall conform to generally accepted accounting principles (GAAP), enable the determination of costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of CONTRACTOR connected with performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to CONTRACTOR and shall be held open to inspection and audit by representatives of the State Auditor General, the Federal Highway Administration, or any duly authorized representative of the Federal Government.

14. ATTORNEY'S FEES

In the event an action is filed by either party to enforce rights under this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to any relief granted by the court.

15. TERMINATION BY VCTC

This Agreement may be terminated by the VCTC at any time upon thirty (30) days written notice to CONTRACTOR. In full discharge of any obligation to CONTRACTOR in respect of this Agreement and such termination, the VCTC shall pay for the costs and noncancellable commitments incurred prior to the date of termination and fair closeout costs in accordance with Article 4. CONTRACTOR shall take all reasonable steps to minimize termination costs. In no event, however, shall the VCTC be obligated to

pay CONTRACTOR any amount in excess of the total funds committed by the VCTC up to the time of termination to support the work.

16. NOTICES

16.1 - All notices to the VCTC under this Agreement shall be in writing and sent to:

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

16.2 - All notices to CONTRACTOR under this Agreement shall be in writing and sent to:

Mr. Paul A. Jewel, COO and Principal
Nelson\Nygaard Consulting Associates
116 New Montgomery Street, Suite 500
San Francisco, CA 94105

17. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE

18.1 - This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings related to this work. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by a party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in the Agreement shall not be valid or binding.

18.2 - This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representative of both parties.

18.3 - This Agreement shall be effective as of the issuance of a Notice to Proceed from the VCTC to CONTRACTOR.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement is executed and to be performed in the County of Ventura.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

VENTURA COUNTY TRANSPORTATION COMMISSION

Ralph Fernandez, VCTC Chair

Date

APPROVED AS TO FORM:

Steven T. Mattas, General Counsel

Date

CONTRACTOR – NELSONNYGAARD CONSULTANTING ASSOCIATES, INC.

Paul A. Jewel, COO and President

Date

ATTACHMENT 1

PROGRAM DESCRIPTION AND WORK SCOPE SUMMARY

TASK 1 COUNTYWIDE PERFORMANCE METRICS

1.1 Service Inventory

The first step of this task involves meeting with each transit operator in Ventura County (VISTA, Gold Coast Transit, Simi Valley Transit, Thousand Oaks Transit, Camarillo Area Transit, Moorpark City Transit, and Ojai Trolley) to collect relevant service allocation and ridership performance data. At a minimum, the following data will be collected:

- Route schedule information
 - Days of operation/service calendar
 - Service span/hours of operation
 - Service frequency/headway
 - Scheduled timepoints
 - On-time performance
- Route design information
 - Route length
 - Total stops
 - Stop spacing
 - Average speed
 - Vehicle type and capacity
 - Deadhead distance
- Route ridership information
 - Boarding and alighting activity
 - Maximum and minimum load points
 - Fare collected

Nelson\Nygaard will also use this information gathering effort as an opportunity to obtain qualitative information from transit managers regarding current service. For the larger transit operators (VISTA and Gold Coast Transit), we suggest one-day information gathering sessions with bus operators to understand strengths, weaknesses, issues, and opportunities.

1.2 Service Classification

Based on the quantitative and qualitative data collected in Task 1.1, Nelson\Nygaard would develop a service classification system that would ideally consist of no more than 6 categories. Each category would include a description of its purpose and parameters.

Each existing service would be categorized based on its respective attributes. The following list is an example of typical service types for a diverse transit system similar to the combination of service provided in Ventura County:

- Local route
- Commuter route
- Circulator route
- Connector route
- Service route
- Lifeline route

Nelson\Nygaard will coordinate with transit providers in Ventura County during the process of classifying services.

1.4 Develop Countywide Performance Metrics

Findings from Tasks 1.1 and 1.3 will be utilized to develop Performance Metrics that should be applied to all services within Ventura County. Performance Metrics will vary based on service classification, as developed in Task 1.2.

.Performance measures will include a performance monitoring program with action plans for both underperforming and successful services.

Performance criteria will be established based on peer statistics and transit industry standards.

Deliverable: Countywide Performance Metrics

Nelson\Nygaard will work closely with transit operators and conduct a thorough evaluation of transit facilities to identify needs required to maintain existing service and support future expansion.

2.1 Vehicle Inventory

In conjunction with Task 1.1, Nelson\Nygaard will meet with transit operators to obtain essential vehicle data for each fleet. Relevant vehicle data that will be collected includes:

- Vehicle Make/Model
- Vehicle Year
- Current Mileage

The vehicle inventory will consist of a detailed spreadsheet along with photos of each vehicle type to provide a catalog of current inventory. This task may include potential recommendations for new vehicle types. This data collection effort will be utilized to develop a capital replacement plan, as detailed in Task 2.3.

2.2 Evaluate Transit Facilities

Nelson\Nygaard will conduct a comprehensive field evaluation of existing transit facilities, including but not limited to the Ventura Transfer Center and bus connectivity at Metrolink/Amtrak Stations. This process will help our team understand the infrastructure that supports transit service within Ventura County and identify potential improvements.

Passenger amenities and facilities, such as park & rides and transit centers, will also be evaluated in terms of design, usage, and effectiveness. As part of this review, Nelson\Nygaard will observe access, circulation, accessibility, passenger amenities, and parking spaces. Recommendations for new construction and/or improvements to existing facilities will be included in the Capital Replacement Plan. Nelson\Nygaard will also conduct a cursory review of corridors throughout the county and observe passenger amenities.

2.3 Develop Capital Replacement Plan

Nelson\Nygaard will also develop a vehicle replacement schedule based on data collected in Task 2.1. In addition to providing necessary data such as vehicle type, replacement timeline, and associated costs, Nelson\Nygaard will also identify opportunities for streamlining or diversifying fleet, based on best practices and insight gained from meeting with transit operators.

The Countywide Transit Investment Study will determine long-term while also identifying investments necessary to support improved transit operations.

Deliverable: Updated Countywide Transit Investment Study

The gap analysis refinement will include a socioeconomic evaluation and travel pattern analysis of Ventura County to help determine the presence of high transit demand. A detailed evaluation of existing transit services and a focused community outreach effort will provide additional insight into service gaps within the study area. A key subtask involves utilizing GIS to assess service availability and system connectivity within areas determined to have high transit demand or service requests. Our approach to Task 3 ensures a detailed and iterative approach to identifying service gaps.

3.1 Socioeconomic Evaluation

Understanding existing and future markets for transit is a fundamental part of identify service gaps. Using demographic data, we will examine the populated areas within Ventura County to determine the potential and propensity for transit ridership. Demographic information will be portrayed in GIS-based maps depicting the spatial distribution of populations having similar demographic characteristics.

The Nelson\Nygaard team will overlay existing routes for each transit operator over these maps to compare existing service with respect to transit demand. From these comparisons, we will assess where transit market opportunities exist, particularly those which are unserved or underserved.

Population and Employment Densities: Of all the factors that impact the demand for transit, the most important is that a sufficient number of people must live and work in close proximity. Since most people walk to or from transit for at least one end of their trip, the starting points for determining whether or not there will be sufficient demand are population and employment densities. More densely developed areas have larger numbers of residents and employees who will be able to easily access transit service and in less densely developed areas, fewer people will be able to easily use the service and overall demand will be lower.

Major Activity Centers: A large proportion of transit trips are likely made to and from activity centers within Oxnard and Ventura. Through the use of existing documents and the collective knowledge of VCTC staff, we will identify and map major activity centers.

Demographic Characteristics: Certain groups, such as seniors, teenagers, persons from low-income households, and those with a disability tend to use transit to a greater extent than other groups. We will examine the distribution and density of these transit-dependent populations.

Transit Propensity: To know where transit services are likely to be successful, it is crucial to examine the size and location of populations that typically exhibit high levels of transit use. To do this, we will examine where clusters of likely transit rider groups occur and also determine the size of each cluster. For example, in a given location, the size of individual populations may be too small to support transit service; however, the combined size may be relatively large.

able to easily use the service and overall demand will be lower.

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Transit Propensity: To know where transit services are likely to be successful, it is crucial to examine the size and location of populations that typically exhibit high levels of transit use. To do this, we will examine where clusters of likely transit rider groups occur and also determine the size of each cluster. For example, in a given location, the size of individual populations may be too small to support transit service; however, the combined size may be relatively large.

3.3 Detailed Field Evaluation

Nelson\Nygaard will conduct a detailed field review of each fixed-route in Ventura County. This evaluation is necessary to confirm, refute, or establish new findings. It will also provide the project team with a solid background on intercity corridors and major urban thoroughfares in preparation of Task 3.4 Community Outreach.

3.4 Community Outreach

Nelson\Nygaard will work with VCTC staff to determine the best approach to conducting community outreach to obtain qualitative and quantitative feedback on existing service and potential service improvement tradeoffs. Methods of community outreach that have worked well in similar areas with similar land use and demographics include open houses and direct outreach.

Open houses provide an opportunity for direct, informal dialogue with interested parties who can drop in at any time during a scheduled window of time. Traditional presentation-based public meetings do not provide such flexibility but may be necessary when service recommendations are presented to the public. Direct outreach is typically set during afternoon hours at major transit connection points such as transit centers or high ridership nodes such as park and rides.

Nelson\Nygaard also recommends communication with established transit stakeholders to understand their perceived issues and recommended improvements regarding countywide transit service. Potential stakeholders include the Ventura County Riders Association and Cabrillo Housing Authority. Nelson\Nygaard also understands that it may be necessary to attend select VCTC Transportation Commission and/or VCTC Citizen's Advisory Committee meetings to discuss the S RTP process and/or present recommendations. We will work with VCTC staff to determine the most appropriate and beneficial meetings to attend.

We will develop a community survey that will capture the experiences, preferences, and input for both riders and non-riders. Online surveys will also allow participants to provide new service requests and suggestions regarding existing services. Links to the survey will also be posted on the VCTC website and disseminated through local neighborhood, college, and major employer mailing lists.

3.5 Service Availability Assessment

After developing a list of potential service gaps identified through previous Task 3 efforts, Nelson\Nygaard will create a map overlay depicting existing route alignments and transit facilities. This exercise will provide VCTC, transit operators, current riders, and the general public with a visual representation of confirmed service gaps in relation to existing transit offerings. This mapping effort will also serve as a reference for recommendations included in the Gap Analysis Report.

3.6 System Connectivity Assessment

Nelson\Nygaard will go beyond the spatial exercise conducted in Task 3.5 to identify more detailed physical and timed connections. This assessment will evaluate items such as multimodal connections, scheduling coordination, first/last mile connections, and service offerings in relation to employee shift times and school calendars.

3.7 Gap Analysis Report

The Gap Analysis Report will combine the efforts conducted in Tasks 3.1-3.7 to present a comprehensive document that details task methodology, Census data findings, and a summary of community outreach efforts. The report will also include maps and descriptive summaries of the service availability and system connectivity analysis.

This Gap Analysis Report is intended to serve as a countywide resource that details service gaps, system deficiencies, and transit opportunities based on market assessments and existing service characteristics. Findings included in the Gap Analysis Report will also serve as primary inputs for Task 4 VISTA Five-Year Service Plan.

Deliverable: Gap Analysis Report

The purpose of this task is to provide VCTC with a practical and implementable Five-Year service plan for VISTA services.

4.1 Initial Service Recommendations

Based on the findings of the previous tasks, Nelson\Nygaard will develop an initial list of recommendations for VISTA service. Service recommendations may include a mix of the following types of potential service improvements:

Route realignments to provide more effective and efficient service

- **Changes to service frequencies** to match service levels with demand and facilitate connections
- **Revised spans of service** to conform to the new service guidelines and reflect demand levels as closely as possible
- **Improved travel time** to allow for potential expansion of service or just to ensure that routes are operating reliably
- **Reduction of service duplication/redundancy** to provide for the more effective use of resources
- **Service to new areas** identified in the needs and opportunities analysis. This may include more service on current infrequent routes

Each service alternative will be presented using maps, written descriptions, and tables that will be developed in a manner that will be suitable for public distribution and use in community engagement outreach efforts.

4.2 Service Investment Estimates

Nelson\Nygaard will quantify required investment and projected ridership for each service alternative, thereby allowing VISTA to make informed decisions regarding inclusion into the Five-Year Plan. For this task, each potential route recommendation (modified, new, or discontinued) would include planning-level estimates that include the following statistics:

- Service hours
- Service miles
- Peak Vehicles
- Anticipated ridership increase
- Anticipated number of impacted customers

4.3 Develop VISTA Five-Year Plan

Nelson\Nygaard will work with VISTA staff to refine and prioritize service recommendations

Nelson\Nygaard will develop three service improvement/expansion scenarios. Our starting point will be a cost-neutral alternative, followed by alternatives that assume modest (5%) and moderate (10%) increases in the transit budget. The alternatives to be developed include:

Cost Neutral Alternative: This alternative will represent service changes that can be easily accomplished within the existing revenues. In our previous experience, we have found that there are typically multiple changes that would improve service efficiency and be implemented with minimal effort.

Modest Increase Alternative: This alternative will assume a modest (5%) expansion of resources, representing changes that VISTA could implement if it had a little more money to capitalize on easy opportunities for system improvement.

Moderate Increase Alternative: This alternative will assume a moderate (10%) expansion of resources.

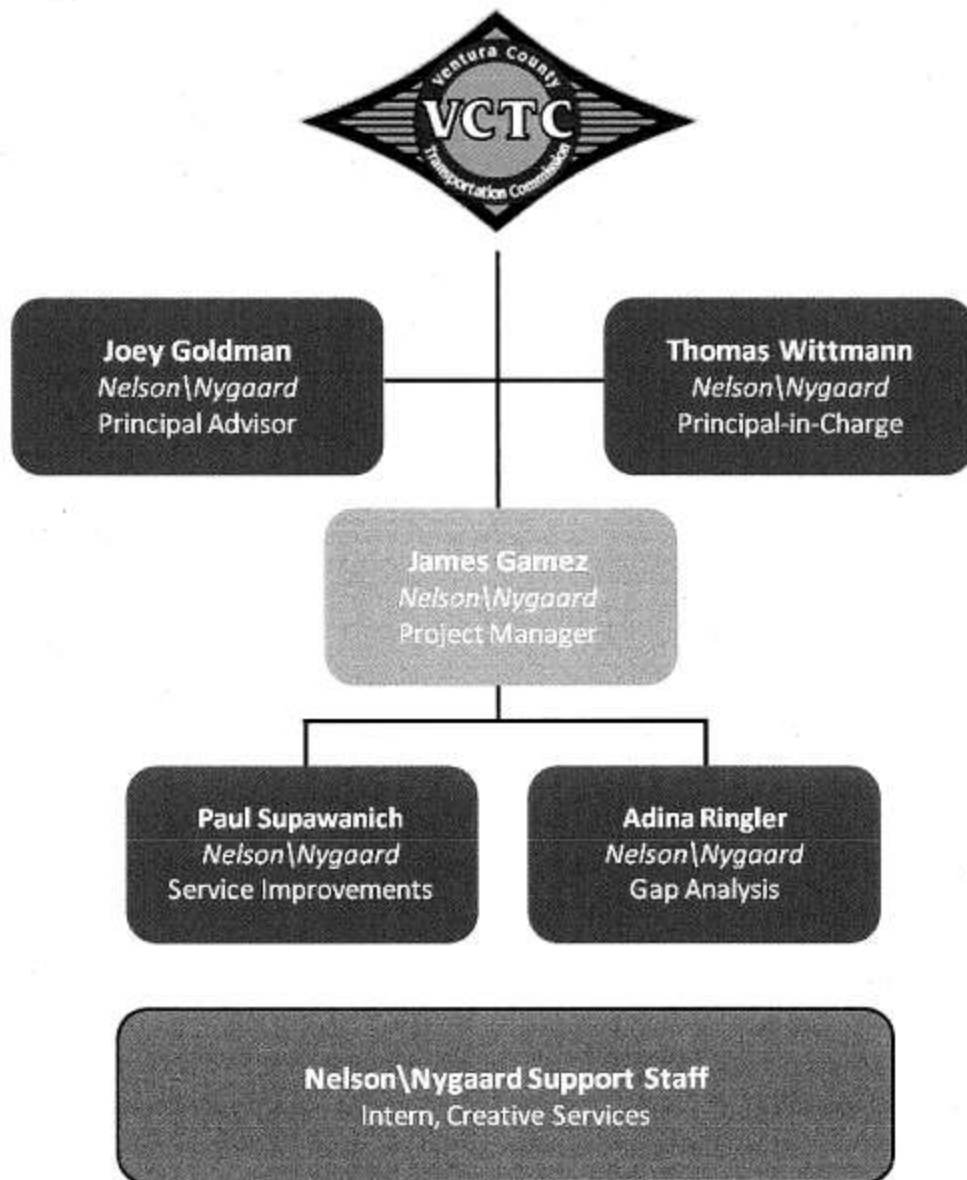
Each service alternative will include intended benefits, potentially impacted riders, and projected changes in ridership. Nelson\Nygaard will also quantify the level of investment necessary to implement each service alternative. Final service recommendations will include detailed operating requirements, including service span, frequency by time of day, service hours, and peak vehicles.

Deliverable: VISTA Five-Year Plan

Project Timeline

		2014																																								
		March				April					May				June				July					August				September					October				November					
Task	Description	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24		
1	Develop Countywide Performance Metrics																																									
1.1	Service Inventory																																									
1.2	Service Classification																																									
1.A	Develop Countywide Performance Metrics																																									
2	Update Countywide Transit Investment Study																																									
2.1	Vehicle Inventory and Expansion Plans																																									
2.2	Evaluate Transit Facilities																																									
2.3	Develop Updated Countywide Transit Investment																																									
3	Refinement of Gap Analysis																																									
3.1	Socioeconomic Evaluation																																									
3.2	Travel Pattern Analysis																																									
3.3	Detailed Field Evaluation																																									
3.4	Community Outreach																																									
3.5	Service Availability Assessment																																									
3.6	System Connectivity Assessment																																									
3.7	Gap Analysis Report																																									
4	VISTA 5-Year Service Plan																																									
4.1	Initial Service Alternatives																																									
4.2	Service Investment Estimates																																									
4.3	Develop VISTA 5-Year Service Plan																																									

Organizational Chart



APPENDIX: FEDERAL REQUIREMENTS AND CERTIFICATIONS

- A. Proposal Cost Form
- B. Proposer's Reference Form, Parts I & 11
- C. Worker's Compensation Insurance Certification
- D. List of Subcontractors (File if Applicable)
- E. Federal Transit Administration Requirements
- F. CONTRACT PROTEST PROCEDURES

APPENDIX A PROPOSAL COST FORM

TO: VENTURA COUNTY TRANSPORTATION COMMISSION

DATE: January 24, 2014

In response to the Request for Proposals for __ Short Range Transit Plan __, the proposer submits the costs for the project as detailed on the following page(s) and as itemized to include costs for each individual advertising campaign including a breakdown of administrative costs, creative costs, support staff costs, printing, production, media buys, postage, telephone/telemarketing, etc.

If awarded the Contract, the undersigned hereby agrees to sign said Contract and to furnish the necessary certificates and performance bond (if required).

PROPOSER: Nelson\Nygaard Consulting Associates, Inc.

CONTACT: Paul Jewel

TITLE: COO and Principal

ADDRESS: 116 New Montgomery Street, Suite 500 San Francisco, CA 94105

TELEPHONE: _ 415-2844544 _ FAX: _ 415 284 1554

E-MAIL: _____ pjewel @ [nelsonnygaard.com](mailto:pjewel@nelsonnygaard.com)

SIGNATURE: _____

TITLE: COO and Principal

Nelson\Nygaard Labor Costs									
		T. Wittmann	J. Goldman	J. Gamez	A. Ringler	P. Supawanich			
		Principal III	Principal III	Senior Associate I	Senior Associate I	Senior Associate I	Associate I		
Base Rate		61.46	61.46	50.91	50.91	50.91	28.00		
Overhead (150%)		92.18	92.18	76.37	76.37	76.37	42.00		
Profit (10%)		15.36	15.36	12.73	12.73	12.73	7.00		
Total Billing Rate		\$169.00	\$169.00	\$140.00	\$140.00	\$140.00	\$77.00		
Task	Description							NN Labor	Total
								Hours	Labor Costs
1	Develop Countywide Performance Metrics								
1.1	Service Inventory			8	24			32	\$4,480
1.2	Service Classification			20	8			28	\$3,920
1.3	Optional Ridecheck (additional cost)							0	\$0
1.4	Develop Countywide Performance Metrics	4	4	32				40	\$5,832
	Task Total	4	4	60	32	0	0	100	\$14,232
2	Update Countywide Transit Investment Study								
2.1	Vehicle Inventory and Expansion Plans			8	24			32	\$4,480
2.2	Evaluate Transit Facilities	16		16				32	\$4,944
2.3	Develop Updated Countywide Transit Investment Study	4	4	32	8			48	\$6,952
	Task Total	20	4	56	32	0	0	112	\$16,376
3	Refinement of Gap Analysis								
3.1	Socioeconomic Evaluation			12			32	44	\$4,144
3.2	Travel Pattern Analysis			12			24	36	\$3,528
3.3	Detailed Field Evaluation			16		16		32	\$4,480
3.4	Community Outreach			16	16			32	\$4,480
3.5	Service Availability Assessment			8			16	24	\$2,352
3.6	System Connectivity Assessment			8			16	24	\$2,352
3.7	Gap Analysis Report	16	8	32		16		72	\$10,776
	Task Total	16	8	104	16	32	88	264	\$32,112
4	VISTA 5-Year Service Plan								
4.1	Initial Service Alternatives	8		24		16		48	\$6,952
4.2	Service Investment Estimates			20				20	\$2,800
4.3	Develop VISTA 5-Year Service Plan	8	8	32		8		56	\$8,304
		16	8	76	0	24	0	124	\$18,056
	PROJECT MANAGEMENT			40				40	\$5,600
	TOTAL HOURS	66	24	336	80	56	88	640	
	TOTAL COST	\$ 9,464	\$ 4,056	\$ 47,040	\$ 11,200	\$ 7,840	\$ 6,776	\$ 86,376	\$ 86,376

										NN Direct Expenses																			
Direct Expenses																													
Travel										Units								#	Cost	Total Direct Expenses									
Air Fare										trips	2								2										
Unit Cost										\$	400	\$	400	\$	400	\$	400	\$	400	\$	400	\$	400	9	\$	3,600			
Hotel										nights	4								4										
Unit Cost										\$	150	\$	150	\$	150	\$	150	\$	150	\$	150	\$	150	21	\$	3,150			
Per Diem										days	2								4										
Unit Cost										\$	75	\$	75	\$	75	\$	75	\$	75	\$	75	\$	75	19	\$	1,425			
Rental Cars and Gas										days									3										
Unit Cost										\$	100	\$	100	\$	100	\$	100	\$	100	\$	100	\$	100	13	\$	1,300			
Other Ground Transportation (Mileage, Transit, Parking)										days									3										
Unit Cost										\$	75	\$	75	\$	75	\$	75	\$	75	\$	75	\$	75	3	\$	225			
Communication/Postage																										\$	100		
Printing/Reproduction/Supplies																										\$	300		
Meeting Materials																										\$	100		
Subtotal - Direct Expenses																										\$	10,200		
Total Cost (Labor + Direct Expenses)																										\$	96,576	\$	96,576

APPENDIX B

PROPOSER REFERENCE FORM - PART I

A. NAME Nelson\Nygaard Consulting Associates, Inc.

B. Proposer is a: (circle one)

Corporation

Partnership

Association

Sole

Proprietorship

C. Proposer's Address and Telephone Number;
116 New Montgomery Street, Suite 500
San Francisco, CA 94105
415-284-1544

D. Name, Title, and Telephone Number of Proposers' Authorized Representative:

Paul Jewel, COO and Principal

415-281-6905

E. Proposer's Credit References: (Include names, addresses, and telephone numbers of at least three references, one of which must be the organization's bank)

1. Provident Credit Union
303 Twin Dolphin Drive, Redwood Shores, CA 94065
650-508-0300
2. Copy Central
5801 Christie Avenue, Suite 470 Emeryville, CA 94608
510-655-1906
3. Broad Street/Verde Pacific Realty
1411 Harbor Bay Parkway, Alameda, CA 94502
510-337-7999

APPENDIX B

PROPOSER REFERENCE FORM - PART II

Client List for Transit Service Planning Projects Currently and/or Previously Provided:

1. Client Name: Santa Cruz Metro
Client Address: 110 Vernon Street
Suite B
Santa Cruz, CA 95060
Contact Person: Erich Friedrich
Telephone Number: 831-426-6080
Period of Service: 2013 – Present

2. Client Name: Mariposa County Local Transportation Commission
Client Address: 4639 Ben Hur Road
Mariposa, CA 95338
Contact Person: Barbara Carrier
Telephone Number: 209-966-5356
Period of Service: 2010-2011

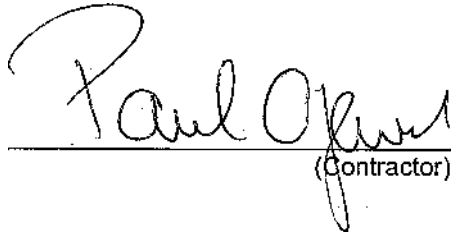
3. Client Name: Utah Transit Authority
Client Address: 669 West 200 South
Salt Lake City, UT 94101
Contact Person: Joanna Jamison
Telephone Number: 801-236-4706
Period of Service: 2013-Present

APPENDIX C

WORKER'S COMPENSATION INSURANCE CERTIFICATE

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Contractor shall secure the payment of Workmen's Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish VCTC with a certificate evidencing such coverage together with verification thereof as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."


(Contractor)

SIGNED:

DATE: January 24, 2014

APPENDIX D

LIST OF SUBCONTRACTORS

Name of Subcontractor	Address/Phone	Items of Work
N/A	N/A	N/A

APPENDIX E

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

1. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the grant agreements between the Ventura County Transportation Commission (VCTC) and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure by the Contractor to so comply shall constitute a material breach of this contract. In the event any such changes significantly affect the cost or the schedule to perform the work, the Contractor shall be entitled to submit a claim for an equitable adjustment under the applicable provisions of this contract.

2. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The VCTC and the Contractor acknowledge and agree that, notwithstanding any occurrence by the Federal Government in or approval of this solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to VCTC, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. DISADVANTAGED BUSINESS PARTICIPATION

The Ventura County Transportation Commission (VCTC) has established a DBE Program pursuant to 49 C.F.R. Part 26, which applies to this Agreement. The requirements and procedures of VCTC's DBE Program are **hereby incorporated by** reference into this Agreement. Failure by any party to this Agreement to carry out VCTC's DBE Program **procedures and requirements or applicable** requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement, and may be grounds for termination of this Agreement, or such other appropriate administrative remedy. Each **party** to this Agreement shall ensure that **compliance** with VCTC's DBE Program shall be included in any and all sub-agreements entered into which arise out of or are related to this Agreement.

CONTRACTOR's failure to make **good** faith efforts to comply with VCTC's DBE Program shall be considered a material breach of this AGREEMENT and may give rise to certain administrative penalties and proceedings, including, but not limited to, those set forth in 49 C.F.R. Part 26.107.

No later than Thirty (30) working days after receiving payment of retention from VCTC for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall make full payment to its subcontractors of all compensation due and owing under the relevant subcontract agreement, unless excused by VCTC for good cause pursuant to provisions of Section 1.1 below.

No later than Thirty (30) days after receiving payment of retention from VCTC for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall also make full payment to its subcontractors of all retentions withheld by it pursuant to the relevant subcontract agreement, unless excused by VCTC for good cause pursuant to provisions of Section 1.1 below.

1.1 Good Cause

CONTRACTOR may only delay or postpone any payment obligation (or retention) to any of its subcontractors for services rendered arising out of or related to this Agreement where, in VCTC's sole estimation, good **cause exists for such a delay or postponement**. All such determinations **on** VCTC's part that good cause exists for the **delay or postponement of** CONTRACTOR's payment **obligation to** its **subcontractor** must be made prior to the time when payment to the subcontractor would have been otherwise due by CONTRACTOR.

4. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), and **subcontractors** agree as follows:

A. COMPLIANCE WITH REGULATIONS:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter **"DOT) Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. NONDISCRIMINATION

In accordance with Title VI of the Civil Rights act, as amended, 42 U.S.C. 200d section 3 03 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this Contract:

1. **Race, Color, Creed, National Origin, Sex** - In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (**USDOL**) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 **Relating to Equal Employment Opportunity**," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment **Opportunity**," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project for which this Contract work is being performed. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment of recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
2. **Age** - In accordance with section 4 of the Age discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees to

refrain from discrimination against present and prospective employees for reasons of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment **Opportunity Commission, " Regulations to Implement the Equal Employment Provisions of** the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Immigration and Naturalization Act of 1986 - In connection with the execution of this Contract, the Contractor must comply with all aspects of the federal Immigration and Naturalization Act of 1986.

D. SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall **be notified by** the Contractor of the Contractor's **obligations** under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

E. INFORMATION AND REPORTS:

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by VCTC or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to VCTC or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

SANCTIONS FOR NONCOMPLIANCE:

In the event of the Contractor's **noncompliance** with **nondiscrimination** provisions of this contract, VCTC shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Contractor under the contract until the Contractor complies; and/or
2. cancellation, termination, or suspension of the contract, in whole or in part.

G. INCORPORATION OF PROVISIONS:

The Contractor shall take such action with respect to any subcontract or procurement as VCTC or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request VCTC, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. SUBCONTRACTS

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

5. ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide VCTC, the FTA Administrator, the Comptroller General of the United States or of any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making and conducting audits, inspections, examinations, excerpts, and transcriptions.

The Contractor also agrees, pursuant to 49 CFR 633.1.7, to provide the FTA Administrator or his or her authorized representatives, including any Project **Management Oversight (PMO) contractor, access to the Contractor's records and** construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described in 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain such books, records, account and reports until the VCTC, the FTA Administrator, the Comptroller general, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

6. SUBCONTRACTORS' CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION

A. The Contractor shall include in each subcontract exceeding \$100,000, regardless of tier, a clause requiring each lower tiered subcontractor to provide the certification set forth in paragraph B of this section. Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall knowingly enter into any lower tier subcontract exceeding \$100,000 with a person who is disbarred, suspended or declared ineligible from obtaining federal assistance funds. If a proposed subcontractor is unable to certify to the statements in the following certification, the Contractor shall promptly notify VCTC and provide all applicable documentation.

B. Each subcontractor with a subcontract exceeding \$100,000 shall certify as follows:

Subcontractor's Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. N/A **bcontractor") certifies, by** submission of its proposal to
N/A
("Contractor"), that neither it nor its **"principals" (as defined in 49 CFR 29.105(p))** is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracts by any Federal department or agency.

2. If subcontractor is unable to certify to the statements in the certification, subcontractor has attached a written explanation to its proposal to the Contractor.

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. And U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," **49 CFR Part 31**, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

9. COPELAND ANTI-KICKBACK ACT

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

10. ENVIRONMENTAL REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. Clean Air

The contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 1 1017 of the California Government Code. All Contractors and suppliers shall be required to submit evidence, if requested, to VCTC that the governing air pollution control criteria will be met.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.

B. Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to VCTC. VCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.

C. Energy Conservation

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (42 U.S.C., Section 6321 et seq.).

11. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962, including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions in this Section (FTA Requirements) include, in part, certain Standard Terms and Conditions required by the U.S. Department of transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 F, dated November 1, 2008 as it may be amended from time to time, are hereby incorporated in this Contract reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any requests of the VCTC which would cause the VCTC to be in violation of the FTA terms and conditions.

13. BREACHES AND DISPUTE RESOLUTION PROCEDURE

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of VCTC. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the VCTC. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to VCTC. VCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.

14. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962, including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions in this Section (FTA Requirements) include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 F, dated November 1, 2008 as it may be amended from time to time, are hereby incorporated in this Contract reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any requests of the VCTC which would cause the VCTC to be in violation of the FTA terms and conditions.

16. BREACHES AND DISPUTE RESOLUTION PROCEDURE

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of VCTC. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the VCTC. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. **The Opportunity to Cure (General Provision)** - The VCTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to VCTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from VCTC setting forth the nature of said breach or default, VCTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude VCTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach In the event that VCTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by VCTC shall not limit VCTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Lobbying Certification

As required by U.S. DOT regulations, * New Restrictions on Lobbying, at 49 CFR 20.110, I certify to the best of my knowledge and belief that for each application for federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of Nelson\Nygaard Consulting Associates, Inc, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, I assure that Standard Form-LLL, * Disclosure Form to Report Lobbying, would be submitted and would include all information required by the form's instructions.

I understand that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. I also understand that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.


COO & Principal
 Signature & Title of Authorized Official

January 24, 2013

Date

APPENDIX F

RESOLUTION 91-05

A RESOLUTION OF THE VENTURA COUNTY TRANSPORTATION COMMISSION ADOPTING CONTRACT PROTEST PROCEDURES

SECTION I:

**THE VENTURA COUNTY TRANSPORTATION COMMISSION DOES HEREBY DETERMINE
AND FIND AS FOLLOWS:**

- A. The Ventura County Transportation Commission (hereinafter, "VCTC") does from time to time solicit bids from contractors for work and/or proposals for professional services; and
- B. There is a potential that an Interested Party (as defined in Section II.A, below), may at some time wish to protest the determinations hereinafter set forth as protestable; and
- C. It is in the interest of the health, safety and general welfare of the residents of Ventura County and potential Interested Parties that the Commission establish procedures for protests to contracts awarded by, and bids or proposals on contracts received by VCTC, as hereinafter set forth:

SECTION II.

**NOW, THEREFORE, THE VENTURA COUNTY TRANSPORTATION COMMISSION DOES
HEREBY RESOLVE AS FOLLOWS:**

A. GENERAL.

- 1. This policy specifies procedures for Interested Parties (as hereinafter defined) protesting the following staff actions:
 - (a) A written notice, by, or on behalf of, the Executive Director denying a bidder's or proposer's request for a change in contract requirement; and
 - (b) A written recommendation to Ventura County Transportation Commission ("VCTC") or a decision made by, or on behalf of, the Executive Director to disqualify a proposer, bidder or subcontractor; and
 - (c) A written recommendation by, or on behalf of, the Executive Director that VCTC award a contract to a particular bidder or proposer.
- 2. This policy does not govern any VCTC staff decision not listed in this Section II.A.
- 3. When a protest has been properly filed, pursuant to the procedures hereinafter set forth, prior to contract award, the VCTC shall not award the contract prior to deciding the protest. When a protest has been properly filed before the opening of bids, bids shall not be opened prior to the VCTC decision on the protest. When a protest has been filed properly after the contract is awarded, the contract shall not be executed until the protest is resolved by the VCTC.

4. Materials submitted as a part of the protest resolution process will be available to the public except to the extent that:
 - (a) The information is designated proprietary by the person submitting the information to VCTC. If the person submitting material to VCTC considers that the material contains proprietary material which should be withheld, a statement advising of this fact shall be affixed to the front page of the material submitted and the alleged proprietary information must be specifically identified in the body of the materials wherever it appears.

B. FILING A PROTEST

1. Protests may be filed only by "Interested Parties". "Interested Parties" are defined as (a) bidders who have responded, and prospective bidders who may respond, to a request for bids, (b) prospective professional services contractors who may respond, and professional service contractors who have responded, to a request for proposals on a VCTC contract and/or a generally funded contract, and (c) subcontractors or suppliers at any tier who have a substantial economic interest in an award, a provision of the specifications, or a bid or proposal submitted to VCTC by a prime contractor, or in the interpretation of the provisions of such documents.
2. Protests to a contract requirement must be filed at least ten (10) working days prior to bid opening or the deadline for receiving proposals. Protests to VCTC staff actions must be filed within five (5) working days of receipt by the bidder or proposer from the Executive Director, or a person authorized to act on behalf of the Executive Director, or written notice of the VCTC staff action.
3. Protests shall be addressed to Ventura County Transportation Commission, 950 County Square Drive, Suite 207, Ventura, California, 93003, or such other address as may appear on the request for proposal for bid solicitation.
4. Protests shall be in writing and contain a statement of the ground(s) for protest. At least ten (10) copies of the protest shall be submitted by the protestor in the time and manner specified in this section.
5. The Executive Director, or an authorized person acting on behalf of the Executive Director, shall provide notice, by telephone, telephone facsimile (FAX) or by letter, to all bidders and/or persons who have submitted proposals on the contract which is subject to the protest known to VCTC. Such notice shall state that a protest has been filed with VCTC and identify the name of the protestor. The notice shall be given not more than five (5) working days after receipt of a properly filed protest. The notice shall state that bidders will receive further information relative to the protest only by submitting a written request for further information to the Executive Director.

C. VCTC PRELIMINARY RESPONSE TO A PROTEST: MEETING WITH STAFF TO ATTEMPT EARLY RESOLUTION OF THE PROTEST

1. Not more than ten (10) working days after receipt of a properly filed protest, the Executive Director, or a person authorized to act on his or her behalf, shall prepare and distribute to the protestor and to all persons specified in Section B.5, above:
 - (a) A written preliminary response to the protest. This response shall include a brief explanation of the reasons why the protested VCTC staff action is justified; and
 - (b) The time, date and place of the meeting described in Section C.2, below.

2. The Executive Director and/or appropriate VCTC staff shall meet with the protestor to discuss and attempt to resolve the protest within thirty (30) days of the response required by section C.1(a) above
3. After the meeting required by Section C.2, above the protestor shall within five (5) working days give the Executive Director written notice that either the protest is withdrawn or, alternately, that the protestor requests further consideration of the protest. In the event that the protestor fails to file the notice required by this Section C.3 at the office of the Executive Director within five (5) working days after the meeting, the protest shall be deemed withdrawn.

D. FURTHER INVESTIGATION

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

E. INTENDED DECISION: COMMENTS BY PROTESTOR AND OTHER PARTIES

1. Following investigation, the Executive Director shall, within thirty (30) days, prepare and distribute to the protestor and all persons specified in Section B.5:
 - (a) An intended decision recommending actions which the Executive Director believes the VCTC should take to resolve the protest and specifying the reasons for the recommended action of the VCTC.
 - (b) A statement of the date within which the protestor and other persons must submit written comments with respect to the intended decision. Such date shall allow a reasonable period for rebuttal and shall vary according to the complexity of the particular protest;
 - (c) Given written notice to all Interested Parties of the time, date and place of the VCTC meeting at which the protest will be considered.
2. The following materials shall be included in the agenda package sent to VCTC members prior to the VCTC meeting and shall be available to any person at the VCTC office at least five (5) working days before the hearing:
 - (a) The intended decision described in Section E.1(a), above.
 - (b) All written comments received within the submittal period described in Section E.1(b), above.

- (c) If the Executive Director has revised his/her intended decision since its distribution pursuant to Section E.2(a), above, a written description of the new intended decision and the reasons for revision.

F. VCTC CONSIDERATION

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



Item #10

March 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: AARON BONFILIO, PROGRAM MANAGER

SUBJECT: AUTHORIZATION TO CANCEL REQUEST FOR PROPOSALS (RFP) FOR VISTA TRANSIT OPERATIONS AND CAPITAL SUPPORT (RFP No. 2013-VISTA-01).

RECOMMENDATION:

- Cancel the Request for Proposals for VISTA Transit Operations and Capital Support (RFP No. 2013-VISTA-01).
- Authorize staff to negotiate six month contract extension with current VISTA fixed-route contractor to allow for the re-solicitation of a revised Request for Proposals.

BACKGROUND:

In September 2013, the Commission authorized staff to prepare and release a Request for Proposals for VISTA fixed-route transit operations. VCTC subsequently issued the RFP and received responses from five potential transit operator firms. The review of proposals was conducted by a six-member panel, which consisted of three transit agency peers, two representatives from VISTA funding partners, as well as the VCTC Executive Director. The panel reviewed the proposals, held oral interviews and completed deliberations regarding the proposals. VCTC subsequently requested additional pricing information from each of the five firms that itemized proposed costs in relation to the proposed rates. The panel reconvened to review the supplemental information with unfortunate findings. The bids received represented substantial cost increases to the Commission, and, in some cases were non-responsive to the RFP and the scope of services being sought. The panel and staff have attributed this, in part, to the scope of services being sought and the perceived risk associated with the service. This translated to the offerors to either misunderstand or to overprice the project.

Staff has consulted the selection panel and the consensus recommendation is that VCTC cancel the current RFP and re-solicit using a revised RFP response structure that is refined and clearer with regard to the specifications of the services being sought. VCTC staff is fully prepared to re-issue the RFP and has begun drafting a solicitation document that addresses the perceived performance risks and utilizes a revised format to eliminate ambiguities from the proposers. Staff has also been in discussions with the current contractor, Roadrunner, concerning the possibility of an extension.

Regarding the lead-time for re-procurement, we have identified a timeline of six months for re-solicitation and award for service, and recommend VCTC authorize the Executive Director to negotiate a six-month contract extension with the current contractor.

March 7, 2014
Item #10
Page #2

The revised RFP is anticipated to be issued no later than the beginning of April, with a proposed service start-date of January 1, 2015. This approach not only controls costs for the first six months of the coming fiscal year, but affords VCTC the best opportunity to get the most competitive proposals and pricing for the foreseeable future.