



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, MAY 1, 2015
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 -

Presentation: Overview of Caltrans Mission, Vision Goals, and changes at Caltrans

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 APRIL 3, 2015 VCTC MEETING – PG.5

Recommended Action:

Approve

Responsible Staff: Donna Cole

8B. MARCH, 2015 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. LEGISLATIVE UPDATE AND POSITIONS ON BILLS – PG.23

Recommended Action:

Adopt WATCH position on AB 194 (Frazier) to broaden the authority of the California Transportation Commission to approve toll lanes.

Responsible Staff: Peter De Haan

8E EMPLOYEE PAID CONTRIBUTIONS TO CALPERS– PG.37

Recommended Action:

Establish May 1, 2015 as the date for all new hires creating a second “classic” employee segment to contribute 100% of employee share of retirement contribution to CALPERS.

Responsible Staff: Darren Kettle

8F VCTC SOCIAL SERVICES TOKEN PROGRAM– PG.39

Recommended Action:

- Approve transition from red tokens to red mag-stripe single-ride tickets
- Authorize the Executive Director to execute the reimbursement agreement with those Ventura County transit providers who wish to participate in the VCTC Social Service Single-Ride Ticket program

Responsible Staff: Vic Kamhi/Amy Ahdi

**8G ADVANCE FUNDING FOR BUS ACQUISITION FOR “VCTC CAP-AND-TRADE”
DEMONSTRATION BUS SERVICE – PG. 47**

Recommended Action:

Approve advancing State Transit Assistance (STA) funding sufficient to purchase one MCI bus from the existing option and begin the approved VCTC Cap-And-Trade transit demonstration commuter service between Oxnard and Camarillo prior to receipt of all the Cap-And-Trade funds.

Responsible Staff: Vic Kamhi

8H AGREEMENT FOR SALES OF VCTC TRANSIT FARE MEDIA– PG.49

Recommended Action:

Authorize the Executive Director to negotiate and execute agreements, consistent with the VCTC General Counsel approved draft (attached), for the sales of VCTC fare media at outlet locations.

Responsible Staff: Aaron Bonfilio

**8I ALLOCATIONS FOR TRANSPORTATION DEVELOPMENT ACT (TDA) FISCAL YEAR (FY)
2014/2015 ARTICLE 3 BICYCLE/PEDESTRIAN FUNDS- PG. 51**

Recommended Action:

Approve the attached list of allocations for FY 2015/2016 Transportation Development Act (TDA) Article 3 bicycle/pedestrian funds.

Responsible Staff: Ellen Talbo

8J. 2015 TITLE VI PROGRAM- PG. 53

Recommended Action:

Approve 2015 Title VI Program Update, including the Public Participation Plan and Language Assistance Plan.

Responsible Staff: Vic Kamhi

9. VCTC OFFICE BUILDING – CONSULTING SERVICES AGREEMENT WITH ARCHITECT – PG.57

Recommended Action:

Approve the Consulting Services Agreement between the Ventura County Transportation Commission (VCTC) and Kruger Bensen Ziemer Architects, Inc. (Consultant) to provide Architectural and Engineering services for the design and construction of the new VCTC Offices to be located at 2220 Ventura Boulevard in Camarillo, CA for a total contract amount of \$406,840.

Responsible Staff: Darren Kettle

**10. CONTRACT AWARD FOR AMERICANS WITH DISABILITIES ACT (ADA) ELIGIBILITY
CERTIFICATION SERVICES- PG. 59**

Recommended Action:

Consider approving either: (1) the Attachment D contract for Americans with Disabilities (ADA) certification services contract for three years with two optional one-year extensions that has been negotiated as per the Commission's direction with Adaride.com LLC, for a three-year cost not to exceed \$277,398; or (2) the Attachment E contract with Mobility Management Partners Inc. that was recommended for approval at the April meeting, for a three-year cost not to exceed \$635,088.

Responsible Staff: Peter De Haan

11. DELAY THE CONGESTION MANGEMENT AIR QUALITY (CMAQ) TRANSIT GRANT PROGRAM AND ALLOW THE HERITAGE VALLEY TRANSIT TO SUBMIT A CMAQ GRANT PROPOSAL – PG. 131

Recommended Action:

Consider delaying action on the FY 2014/15 VCTC CMAQ transit grant program to allow the Heritage Valley Transit to submit a proposal for CMAQ funds and modifying the CMAQ program schedule.

Responsible Staff: Vic Kamhi

12. CONGESTION MITIGATION AND AIR QUALITY (CMAQ) CALL FOR PROJECTS PROJECT SELECTION – PUBLIC HEARING – PG. 135

Recommended Action:

- *Program \$13,283,033 for the CMAQ projects listed on Attachment A.*
- *Approve the shelf list of \$11,358,524 in Attachment B, for projects eligible to receive funds available before Fiscal Year 2016/17 should they become available, or if needed to avoid a lapse of funds.*

Responsible Staff: Peter De Haan

13. PROGRAMMING OF SURFACE TRANSPORTATION PROGRAM FUNDS –PG. 141

Recommended Action:

- *Approve programming \$14 million in federal Surface Transportation Program (STP) funds for the Route 101 Freeway environmental phase and \$3 million for the Route 118 Freeway environmental phase, with VCTC to take the lead on Route 101 and Caltrans to take the lead on Route 118.*
- *Approve setting aside \$6 million in STP funds for local street and roads projects and direct the Transportation Technical Advisory Committee (TTAC) to recommend a distribution of the funds.*

Responsible Staff: Peter De Haan

14. VCTC INTERCITY BUS ADVERTISEMENT SALES – PG. 143

Recommended Action:

- *Consider directing staff to develop a VCTC Intercity Bus Advertisement Sales Program, including recommended advertisement policies, products, and rates*
- *If the Commission approves creation of a VCTC Intercity Bus Advertisement Sales Program, Direct staff to develop a Request for Proposals (RFP) and return to the Commission for approval to release the RFP*

Responsible Staff: Vic Kamhi

15. VCTC GENERAL COUNSEL'S REPORT

16. AGENCY REPORTS

17. CLOSED SESSION

*(a) Conference with Legal Counsel: Anticipated Litigation.
(Pursuant to Government Code Section 54956.9(b))
Zanatelli: Request to File a Late Claim*

*(b) Closed Session: Public Employee Performance Evaluation
(Pursuant to Government Code Section 54957)
Executive Director and General Counsel*

18. ADJOURN to 9:00 a.m. Friday, June 5 2015



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, APRIL 3, 2015
9:00 AM

MEMBERS PRESENT: Peter Foy, County of Ventura, Chair
Keith Millhouse, City of Moorpark, Vice Chair
Steve Bennett, County of Ventura
Claudia Bill-de la Peña, City of Thousand Oaks
Douglas Breeze, City of Port Hueneme
Manuel Minjares, City of Fillmore
Betsy Clapp, City of Ojai
Ginger Gherardi, City of Santa Paula
Bill Little, City of Camarillo
Kathy Long, County of Ventura
Bryan MacDonald, City of Oxnard
Carl Morehouse, City of San Buenaventura
Steve Sojka, City of Simi Valley
Jim White, Citizen Rep, County
John Zaragoza, County of Ventura
Carrie Bowen, Caltrans District 7

ABSENT: Brian Humphrey, Citizen Rep. Cities
Linda Parks, County of Ventura

CALL TO ORDER

PLEDGE OF ALLGIANCE

ROLL CALL

PUBLIC COMMENTS FOR THOSE ITEMS NOT LISTED ON THIS AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS FOR ITEMS NOT LISTED ON AGENDA – None

CALTRANS REPORT -

CHP Officer Ron Cohan provided follow up information regarding US 101/23 construction project collision rates. Currently there is a downward trend which he is hoping will continue through adding more patrols.

Carrie Bowen reported that the 126 project is still in the preliminary engineering stage and will then go to public outreach

The seawall project on 101 has been selected as one of the top three projects by the California Foundation.

Caltrans will be sponsoring an Earth Day event which will involve cities volunteering to help pick up litter.

EXECUTIVE DIRECTOR REPORT -

Financial Reporting Accolades – The Certificate of Achievement for Excellence in Financial Reporting has been awarded to the Ventura County Transportation Commission by the Government Finance Officers Association for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment is a significant accomplishment by a government and its management. The recognition by GFOA is a testament to the Commission's commitment to fiscal responsibility and financial transparency. This is the sixth year in a row that VCTC has achieved this award. Special thanks to Sally DeGeorge, VCTC's Director of Finance, and Jay Elliot, Accounting Technician, for doing all the number-crunching that is required for VCTC to even be considered for this award.

Earth Day Festivities – This year, the VCTC Teen Council has chosen Earth Day for it's annual project. Teen Council members have been hard at work developing new displays and activities for this year's Earth Day events, including a photo booth, prize wheel, and graffiti pledge wall. Stop by and snap some photos against the Ventura County backdrop, tell us how you will help the environment by writing on the graffiti pledge wall, and win prizes by answering questions from the prize wheel. You will also be able to meet members of the Teen Council at events in Oxnard, April 4; Thousand Oaks, April 18; and, Ventura, April 25.

New Ventura County Environmental Enhancement and Mitigation Program Projects – The state Resources Agency and the California Transportation Commission have approved new Environmental Enhancement and Mitigation Program projects, with an unusually large number of projects being in Ventura County. As you may be aware, these funds are specifically for the purpose of providing environmental benefits to offset transportation impacts. The approved Ventura County projects are as follows:

Caltrans - Route 118 Wildlife Passage Modifications: \$350,000

Rancho Simi Parks – Alamos Canyon Acquisition: \$1,000,000

Ventura Hillsides Conservancy – Walker-Hearne Ranch Acquisition: \$1,000,000

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New Metrolink Executive Director – The SCRRA Board of Directors has named Art Leahy, who recently announced his resignation from Los Angeles County Metro, as the new Metrolink Executive Director.

COMMISSIONERS REPORTS

Commissioner Minjares said that at the last Heritage Valley TAC meeting there was a discussion of the budget. Commissioner Gherardi said the service should be eligible for CMAQ funds. He would like a future agenda to consider allowing for an extension to include this project. Commissioner Long supported agendaizing this item.

Commissioner Morehouse reported the League of California Cities discussed Senate multi-year proposal for long term funding.

ADDITIONS/REVISIONS – None

8. CONSENT CALENDAR –

Commissioner Gherardi made a motion to approve all items on the Consent Calendar as recommended. The motion was seconded by Commissioner Sojka and passed unanimously.

8A. APPROVE SUMMARY FROM MARCH 6, 2015 VCTC MEETING – Approve

8B. FEBRUARY 2015 MONTHLY BUDGET REPORT Receive and File

8C. PASSENGER RAIL UPDATE Receive and File

8D. SIMI VALLEY TRANSIT CAPITAL APPROVAL OF PROJECTS –

- Approve programming \$1,550,000 of Proposition 1B Transit Capital for the Simi Valley Replacement CNG Buses purchase and \$1,250,000 of Proposition 1B Transit Capital for the Simi Valley Replacement Paratransit Vans purchase.
- Adopt Resolution 2015-05 authorizing the Executive Director to execute all required documents to receive the Transit Capital funds for approved projects

8E. COMMUTER SERVICES QUARTERLY REPORT - Receive and File

8F. VENTURA COUNTY REGIONAL BICYCLE WAYFINDING PROJECT- Authorize release of a Request for Proposal (RFP), for the Ventura County Regional Bicycle Wayfinding Project contained in the approved Fiscal Year 2014/2015 Budget.

8G VALLEY EXPRESS POST-LAUNCH POLICY CONSIDERATIONS - Approve modification of Valley Express Policies, contingent on the concurrent recommendation by the Heritage Valley Policy Advisory Committee

8H RESOLUTION IN SUPPORT OF A WILDLIFE CORRIDOR ACROSS U.S. 101 AT LIBERTY CANYON- Adopt resolution 2015-06 supporting a wildlife corridor across U.S. 101 at Liberty Canyon

9. SANTA PAULA BRANCH LINE RECREATION TRAIL SURVEY

Public Comments

Leslie Ogden, Channel Islands Bike Club – Strongly supports this trail. The Cycling community in Ventura County is larger than most understand. Membership in her club is over 300 and is just one of many in the area. There is a need for trails and they will be used.

Celina Zacarias, CSUCI Director of Community and Government Relations. The university supports this effort and views bike paths as a way of helping to keep the community healthy. Ultimately they would like to see the university connect with City of Camarillo.

Matt Guthrie, Ventura County Coalition of Labor and Agricultural Business. The regional trail master plan is outdated and insufficient and needs to be updated. COLAB suggests that the trail be a narrow bikeway, rather than a recreational trail.

Nina Moskol, Chair, Santa Clarita Chapter of LA County Bicycle Coalition, supports the completion of the trail. In the future LA plans to link the Santa Clarita trail to Piru.

Donald Bing expressed his concern about rail road grade crossings along the trail. The speed limit on 126 is high and there are safety issues with crossing the highway on a bicycle.

Commissioner Millhouse made a motion to receive and file the report. The motion was seconded by Commissioner MacDonald and passed unanimously.

10. ADD CLASSIFICATIONS OF SENIOR ACCOUNTANT/ANALYST; and PROGRAM MANAGER CAPITAL PROJECTS; AND SET COMPENSATION LEVELS FOR EACH CLASSIFICATION

Commissioner Gherardi made a motion to add classifications of Senior Accountant/Analyst and Program Manager - Capital Projects and set compensation levels for those newly created classifications. The motion was seconded by Commission Little and passed unanimously.

11. FISCAL YEAR 15/16 DRAFT BUDGET – PUBLIC HEARING – No Speakers

Commissioner Sojka made a motion to receive the Fiscal Year 2015/2016 Draft Budget. The motion was seconded by Commissioner Zaragoza and passed unanimously.

12. GO VENTURA SMARTCARD TAKEDOWN & POSSIBLE FARE INCREASE TITLE VI ANALYSIS

Commissioner Gherardi made a motion to approve the proposed Title VI Analysis. The motion was seconded by Commissioner Long and passed unanimously.

13. LEGISLATIVE UPDATE AND POSITIONS ON BILLS

Public Comment

Celina Zacarias, CSUCI supports the request of Assembly Member Jaqui Irwin to the Assembly Budget Committee to fund the establishment of an engineering program at CSUCI.

Commissioner Little made a motion to:

- Adopt SUPPORT – WORK WITH AUTHOR position on HR 1308 (Lowenthal) to fund a national goods movement program.
- Adopt SUPPORT position on AB 227 (Alejo) to address transportation funding.
- Adopt SUPPORT position on AB 1250 (Bloom) to extend the bus axle weight exemption.
- Adopt SUPPORT position on SB 321 (Beall) to modify the gasoline tax adjustments related to the transportation funding swap.
- Adopt SUPPORT position on SB 508 (Beall) to revise state transit funding requirements.
- Adopt position to SUPPORT the request of Assembly Member Jacqui Irwin to the Assembly Budget Committee to fund the establishment of an engineering program at California State University, Channel Islands (CSUCI).

Commissioner Sojka seconded the motion which passed by the following roll call vote:

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Yes: Commissioner Sojka, MacDonald, Millhouse, Little, Gherardi, Zaragoza, Long, White, Bill- de la Peña, Clapp, Minjares, Morehouse, Breeze, Foy

No: None

Abstain: None

Absent: Commissioners Bennett, Humphrey, Parks

14. ALLOCATION OF FISCAL YEAR 2014/15 CAP-AND-TRADE FUNDS

Public Comment

Christopher Palma, Camarillo Outlets Employee. As a resident of Oxnard he has a 2 ½ hour commute to get to work. He can't use the bus on weekends or work extra hours due to the bus service schedule. It's discouraging when the commute is longer than the shift and especially hard during holiday hours. Many of the shops have a problem hiring extra help for the holidays because employees don't have bus service that works for them.

Sharon, a bus rider commented that CAUSE and the Bus Rider Union surveyed workers and managers at Camarillo Outlets. People have turned down jobs because of bus schedules

Rene Garcia, 4 year Oxnard bus rider, He works at Camarillo Outlet Mall and has tried every option to get to work. All either take too long or are too expensive. He urged the commission to expedite this service before the holiday season. It's very challenging for morning and weekend shifts. 16-23 year olds are transit dependent. Managers always have problems with scheduling and employees being late.

Commissioner MacDonald made a motion to:

- Program VCTC's FY 2014/15 cap-and-trade transit operations apportionment of \$295,041, as well as the FY 2015/16 apportionment anticipated to be approximately \$600,000, to the new Oxnard / Camarillo VCTC Intercity Bus Service.
- Adopt the Resolution 2015-04 in Attachment A authorizing the Executive Director to execute all required documents to receive the cap-and-trade transit operations funds for the approved project.
-

The motion was seconded by Commissioner Zaragoza and passed by the following roll call vote:

Yes: Commissioner Sojka, MacDonald, Millhouse, Little, Gherardi, Zaragoza, Long, White, Bill- de la Peña, Clapp, Minjares, Bennett, Breeze, Foy

No: None

Abstain: None

Absent: Commissioners Morehouse, Humphrey, Parks

15. ADA CERTIFICATION CONTRACT

Public Comment

Tammy Glenn, Caregivers, was on the ADA selection panel. There was a clear majority vote for ADA Ride. The biggest factor was support for a more compassionate and efficient system which has been widely used and successful across the nation. A contract with ADA Ride would also include savings close to \$500,000 for the county over the life of the contract. The current system is faulty. Key individuals are wedded to an antiquated system. Her organization has served this population for over 40 years. Please go with the selection the committee recommended.

Vanessa Raushenberger, Chair of Transcom. There was no consensus by Transcom, However Transcom did support a 120 day delay to allow time for public outreach

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Mike Houser, City of Thousand Oaks, commented that Transcom should have looked at the process before the RFP was released. The City of Thousand Oaks wants to serve the public as best it can. People have always tried to skirt the system. 3-7% of applicants are denied. There are cost savings and improvements by going online. Transcom thought it was best to add the delay to vet the process.

Chuck Perkins Simi Valley Transit is not opposed to the manner in which certification is provided. There are clear and definite parameters to be followed. Users are uncomfortable with having a physical assessment.

Commissioner Millhouse made a motion to bring this item back to the May meeting with a prepared contract for ADA Ride. The motion was seconded by Commissioner Minjares and passed by the following roll call vote:

Yes: Commissioners Sojka, MacDonald, Millhouse, Gherardi, Zaragoza, Long, Bennett, White, Bill de la Peña, Minjares, Breeze, Foy

No: None

Abstain: Commissioner Morehouse

Absent: Commissioner Humphrey, Parks, Little, Clapp

16. VCTC GENERAL COUNSEL'S REPORT

17. AGENCY REPORTS

18. CLOSED SESSION

*1. Conference with Labor Negotiators
(Pursuant to Government Code § 54957.6)
Agency designated representative: Darren Kettle, Executive Director
Unrepresented employee: All unrepresented employees*

*2. Conference with Legal Counsel: Existing Litigation
(Pursuant to Government Code Section 54956.9)
Bessera v. Griffin Industries, VCTC and Fillmore and Western*

19. ADJOURN to 9:00 a.m. Friday, May 1, 2015



Item # 8B

May 1, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: MONTHLY BUDGET REPORT

RECOMMENDATION:

- Receive and file the monthly budget report for March 2015

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 March 31, 2015 budget reports indicate that revenues were approximately 63.08% of the adopted budget while expenditures were approximately 63.8% of the adopted budget. The revenues and expenditures are as expected. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on a percentage or monthly basis. Furthermore, revenues are often billed and reimbursed in arrears.

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

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

The March revenues and expenses for the Valley Express are not reflected within the Heritage Valley Budget. Due to the new service and the switch to the new vendor, MV Transportation Inc., the invoices and revenue information were not available. This information will be provided with the April budget report.

**VENTURA COUNTY TRANSPORTATION COMMISSION
BALANCE SHEET
AS OF MARCH 31, 2015**

ASSETS

Assets:

Cash and Investments - Wells Fargo Bank	\$ 4,752,053
Cash and Investments - County Treasury	22,299,203
Petty Cash	50
Receivables/Due from other funds	1,552,417
Prepaid Expenditures	359,401
Deposits	14,310
Capital Assets, undepreciated	25,885,133
Capital Assets, depreciated, net	<u>24,533,736</u>

Total Assets: **\$79,396,303**

LIABILITIES AND FUND BALANCE

Liabilities:

Accrued Expenses/Due to other funds	\$ 851,226
Deferred Revenue	2,071,720
Deposits	<u>400</u>

Total Liabilities: **\$ 2,923,346**

Net Position:

Invested in Capital Assets	\$50,418,869
Fund Balance	<u>26,054,088</u>

Total Net Position **\$76,472,957**

Total Liabilities and Fund Balance: **\$79,396,303**

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE NINE MONTHS ENDING MARCH 31, 2015**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Revenues								
Federal Revenues	\$ 7,744,557	\$ 0	\$ 0	\$ 0	\$ 7,744,557	\$ 13,033,466	(5,288,909)	59.42
State Revenues	7,820,743	20,359,592	2,247,692	433,316	30,861,343	49,309,633	(18,448,290)	62.59
Local Revenues	3,800,267	0	0	1,852	3,802,119	4,836,984	(1,034,865)	78.61
Other Revenues	91	0	0	0	91	0	91	0.00
Interest	1,511	11,055	16,991	5,062	34,619	105,000	(70,381)	32.97
Total Revenues	19,367,169	20,370,647	2,264,683	440,230	42,442,729	67,285,083	(24,842,354)	63.08
Expenditures								
Administration								
Personnel Expenditures	1,737,517	0	0	0	1,737,517	2,663,500	(925,983)	65.23
Legal Services	15,853	0	0	0	15,853	25,900	(10,047)	61.21
Professional Services	75,230	0	0	0	75,230	107,600	(32,370)	69.92
Office Leases	109,679	0	0	0	109,679	149,200	(39,521)	73.51
Office Expenditures	279,043	0	0	0	279,043	320,800	(41,757)	86.98
Total Administration	2,217,322	0	0	0	2,217,322	3,267,000	(1,049,678)	67.87
Programs and Projects								
Transit & Transportation Program								
Senior-Disabled Transportation	96,822	0	0	0	96,822	142,225	(45,403)	68.08
Go Ventura Smartcard	149,170	0	0	0	149,170	248,500	(99,330)	60.03
Fare Collection APC Systems	99,734	0	0	0	99,734	571,753	(472,019)	17.44
VCTC Intercity Bus Service	14,358,267	0	0	0	14,358,267	16,956,072	(2,597,805)	84.68
HVT Bus Contract Services	3,239,918	0	0	0	3,239,918	4,184,330	(944,412)	77.43
Nextbus	162,128	0	0	0	162,128	520,906	(358,778)	31.12
Transit Grant Administration	2,472,475	0	0	0	2,472,475	6,156,431	(3,683,956)	40.16
Total Transit & Transportation	20,578,514	0	0	0	20,578,514	28,780,217	(8,201,703)	71.50

	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	0	0	0	0	0	35,000	(35,000)	0.00
Motorist Aid Call Box System	0	0	0	216,396	216,396	440,500	(224,104)	49.13
SpeedInfo Highway Speed Sensor	0	0	0	93,100	93,100	144,000	(50,900)	64.65
Total Highway	0	0	0	309,496	309,496	619,500	(310,004)	49.96
Rail Program								
Metrolink & Commuter Rail	2,219,458	0	0	0	2,219,458	3,538,522	(1,319,064)	62.72
LOSSAN & Coastal Rail	31,960	0	0	0	31,960	34,700	(2,740)	92.10
Santa Paula Branch Line	264,994	0	0	0	264,994	769,356	(504,362)	34.44
Total Rail	2,516,412	0	0	0	2,516,412	4,342,578	(1,826,166)	57.95
Commuter Assistance Program								
Transit Information Center	16,815	0	0	0	16,815	45,500	(28,685)	36.96
Rideshare Programs	14,551	0	0	0	14,551	70,400	(55,849)	20.67
Total Commuter Assistance	31,366	0	0	0	31,366	115,900	(84,534)	27.06
Planning & Programming								
Transportation Development Act	199,778	19,901,390	0	0	20,101,168	32,911,017	(12,809,849)	61.08
Transportation Improvement Program	38,288	0	0	0	38,288	292,520	(254,232)	13.09
Regional Transportation Planning	69,202	0	0	0	69,202	466,000	(396,798)	14.85
Airport Land Use Commission	20,380	0	0	0	20,380	113,767	(93,387)	17.91
Regional Transit Planning	75,580	0	0	0	75,580	132,848	(57,268)	56.89
Freight Movement	45	0	0	0	45	12,500	(12,455)	0.36
Total Planning & Programming	403,273	19,901,390	0	0	20,304,663	33,928,652	(13,623,989)	59.85
General Government								
Community Outreach & Marketing	410,842	0	0	0	410,842	898,900	(488,058)	45.70
State & Federal Relations	61,875	0	0	0	61,875	86,200	(24,325)	71.78
Management & Administration	32,212	0	0	0	32,212	77,100	(44,888)	41.78
Office Building Purchase	9,052	0	0	0	9,052	722,001	(712,949)	1.25
Total General Government	513,981	0	0	0	513,981	1,784,201	(1,270,220)	28.81
Total Expenditures	26,260,868	19,901,390	0	309,496	46,471,754	72,838,048	(26,366,294)	63.80

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)
Revenues over (under) expenditures	(6,893,699)	469,257	2,264,683	130,734	(4,029,025)	(5,552,965)	1,523,940
Other Financing Sources							
Transfers Into GF from LTF	2,941,017	0	0	0	2,941,017	7,597,115	(4,656,098)
Transfers Into GF from STA	6,292,072	0	0	0	6,292,072	8,470,911	(2,178,839)
Transfers Into GF from SAFE	17,162	0	0	0	17,162	42,600	(25,438)
Transfers Out of LTF into GF	0	(2,941,017)	0	0	(2,941,017)	(2,817,017)	(124,000)
Transfers Out of STA into GF	0	0	(6,292,072)	0	(6,292,072)	(8,470,911)	2,178,839
Transfers Out of SAFE into GF	0	0	0	(17,161)	(17,161)	(42,600)	25,439
Total Other Financing Sources	9,250,251	(2,941,017)	(6,292,072)	(17,161)	1	4,780,098	(4,780,097)
Net Change in Fund Balances	2,356,552	(2,471,760)	(4,027,389)	113,573	(4,029,024)	(772,867)	(3,256,157)
Beginning Fund Balance	1,493,411	11,255,387	13,535,597	3,798,717	30,083,112	20,859,960	9,223,152
Ending Fund Balance	<u>\$ 3,849,963</u>	<u>\$8,783,627</u>	<u>\$9,508,208</u>	<u>\$3,912,290</u>	<u>\$26,054,088</u>	<u>\$20,087,093</u>	<u>\$ 5,966,995</u>

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF MARCH 31, 2015**

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	\$1,644.78	0.01%	\$ 4,752,053.46
County of Ventura	Treasury Pool	N/A	\$33,072.15	0.25%	\$22,344,215.55
Total			\$34,716.93		\$27,096,269.01

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

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

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

For Management Reporting Purposes Only



Item #8C

May 1, 2015

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:

Ridership & On-Time Performance (OTP)

During the month of March, ridership on the Ventura County Line averaged 3,803 total boardings per weekday (inbound and outbound) indicating a 4.3% increase from the previous month, and a 1.2% increase from the same month last year. Systemwide ridership experienced a 0.3% increase from the previous month. Monthly ridership statistics for the month of March 2015 are provided in the attachment for reference.

During the quarter of January – March 2015, ridership at the Ventura County stations averaged roughly 39% of the Ventura County Line indicating a decrease of approximately 5% from the previous Oct-Dec quarter in 2014, and a decrease of approximately 6% from the previous Jan-Mar quarter last year. Monthly pass sales at Oxnard Station were low during the month of March contributing to the drop in quarterly ridership.

On-time performance data (which denotes trains arriving within five minutes of scheduled time) for the month of December was 94.6%% indicating a 2% decrease from the previous month.

Amtrak ridership at the Ventura County stations experienced an 11.9% increase in average daily boardings (on and off) from January - March 2015 with notable increases occurring at Oxnard and Ventura Stations. Average daily boardings include weekends and holidays.

Board & TAC Updates

Metrolink

During April, the Metrolink board transmitted its annual budget to the member agencies. Ventura County's annual member agency contribution increased by approximately \$864,000 for fiscal year 2015-2016 (FY15-16). Key drivers and a description of the systemwide budget increase are summarized as follows:

- Increases in total Train Operations and Services, driven primarily by the new Perris Valley Service, increased TVM ticket stock and credit card service costs, and Transfers to Other Operators, partially offset by fuel cost reductions;
- An increase in Maintenance of Way primarily the result of the new Perris Valley route addition, and;
- Total Insurance expenses are higher and include \$3.0M budgeted to cover Oxnard related costs.

Although the Perris Valley route presents some increased operational costs to the all-share formula regarding train crews and fuel, the Riverside County Transportation Commission is the primary contributor for funding the service and VCTC is not contributing to the service extension.

Increased insurance premium costs incurred from the Oxnard incident will be split among the all-share formula and applied to the member agencies gradually at approximately \$1 million per year for three years.

Budget priorities for FY 15-16 continue to emphasize safety improvements and full implementation of Positive Train Control, which is expected near the end of 2015. In addition, the replacement of aging ticket vending machines and the addition of a mobile ticketing option are anticipated to substantially improve Metrolink's revenue collection and performance. The budget also strategizes to reduce fuel costs through hedging of fuel purchases. Finally, the Perris Valley extension of the 91 Line will extend the route by 24 miles between Perris Valley and Riverside. The service is expected to begin in October 2015.

LOSSAN

During April, LOSSAN staff prepared and submitted a grant proposal to the California State Transportation Agency (CalSTA) for cap and trade funds under the Transit and Rail Intercity Rail Capital Program (TIRCP). The goal of the TIRCP is to provide funding for capital improvements and operational investments on public transit (bus and rail), commuter rail, and intercity rail systems in California that achieve the following objectives:

- Reduce greenhouse gas emissions;
- Expand and improve rail service to increase ridership;
- Integrate the rail service of the state's various rail operators, including integration with the high-speed rail system; and
- Improve safety.

LOSSAN Agency staff submitted a TIRCP application in the less than \$3 million category to initiate a Pacific Surfliner transit transfer program on a one-year pilot basis. The program will allow Pacific Surfliner passengers to transfer to 11 connecting transit services for free by presenting a valid Pacific Surfliner ticket. Each participating transit agency will then be reimbursed by the LOSSAN Agency on a quarterly basis for the number of Pacific Surfliner passengers carried based on a reimbursement agreement and a negotiated average base fare. In addition, the program includes selling prepaid Transit Access Pass-enabled Los Angeles County Metropolitan Transportation Authority (METRO) day passes in the Pacific Surfliner café car at a reduced price. Overall, the program will include 27 stations in San Diego, Orange, Los Angeles, Ventura, Santa Barbara and San Luis Obispo counties. Gold Coast Transit, Simi Valley Transit and VCTC Intercity Transit expressed willingness to participate in the program, pending negotiation of a formal transfer agreement, including a reimbursement rate. If LOSSAN is awarded the funds, the program would serve Simi Valley, Moorpark, Camarillo, Oxnard, and Ventura Amtrak stations.

March 2015 Metrolink Ridership

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)
 MARCH 2015 vs. FEBRUARY 2015 (MONTH OVER MONTH)

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA (weekday)
Mar-15	3,803	41,374	177
Feb-15	3,647	41,248	187
<i>Change</i>	4.3%	1.2%	-5.1%

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)
 MARCH 2015 vs. MARCH 2014 (YEAR OVER YEAR)

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA (weekday)
Mar-15	3,803	41,374	177
Mar-14	3,760	41,403	156
<i>Change</i>	1.4%	-0.07%	13.7%

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

MO/YR	Ventura County Line	VC County Portion	System Grand Total	Average Daily Metrolink Monthly Passholders on Amtrak (weekday)
Mar-14	3,803	N/A	41,374	177
Mar-14	3,760	1,682	41,403	156
Mar-13	3,964	1,976	43,066	224
Mar-12	3,968	1,907	43,119	197
Mar-11	3,800	2,210	40,781	243

VENTURA COUNTY LINE STATION QUARTERLY COMPARISON OF AVERAGE MONTHLY BOARDINGS (ON and OFF) – JAN-MAR 2015 (FY 15 Q3)

	FY 15 Q3				FY 14 Q3				Year Over Year Performance			
STATION	Mar-15	Feb-15	Jan-15	Q3 AVG	Mar-14	Feb-14	Jan-14	Q3 AVG	Mar	Feb	Jan	Q3 AVG
BURBANK	838	809	852	833	869	858	866	864	-3.6%	-5.7%	-1.6%	-3.6%
BURBANK AIRPORT	189	205	213	202	221	213	222	218	-14.5%	-3.6%	-3.9%	-7.3%
CAMARILLO	105	116	116	113	110	108	110	109	-4.8%	7.4%	6.0%	2.9%
CHATSWORTH	330	338	350	340	333	336	333	334	-0.8%	0.7%	5.1%	1.7%
EAST VENTURA	40	39	41	40	42	47	47	45	-5.7%	-15.5%	-12.7%	-11.3%
GLENDALE	571	589	623	594	604	625	624	617	-5.5%	-5.7%	0.0%	-3.7%
MOORPARK	196	213	218	209	233	234	240	236	-15.9%	-9.2%	-9.1%	-11.4%
NORTHRIDGE	343	377	385	368	336	380	367	361	1.8%	-0.7%	5.0%	2.0%
OXNARD	80	92	48	73	76	85	73	78	5.0%	8.3%	-34.8%	-7.2%
SIMI VALLEY	369	357	355	360	395	384	394	391	-6.5%	-7.1%	-9.8%	-7.8%
VAN NUYS	170	175	178	175	162	174	165	167	4.9%	0.7%	8.0%	4.5%
	838	809	852	833	869	858	866	864	-3.6%	-5.7%	-1.6%	-3.6%

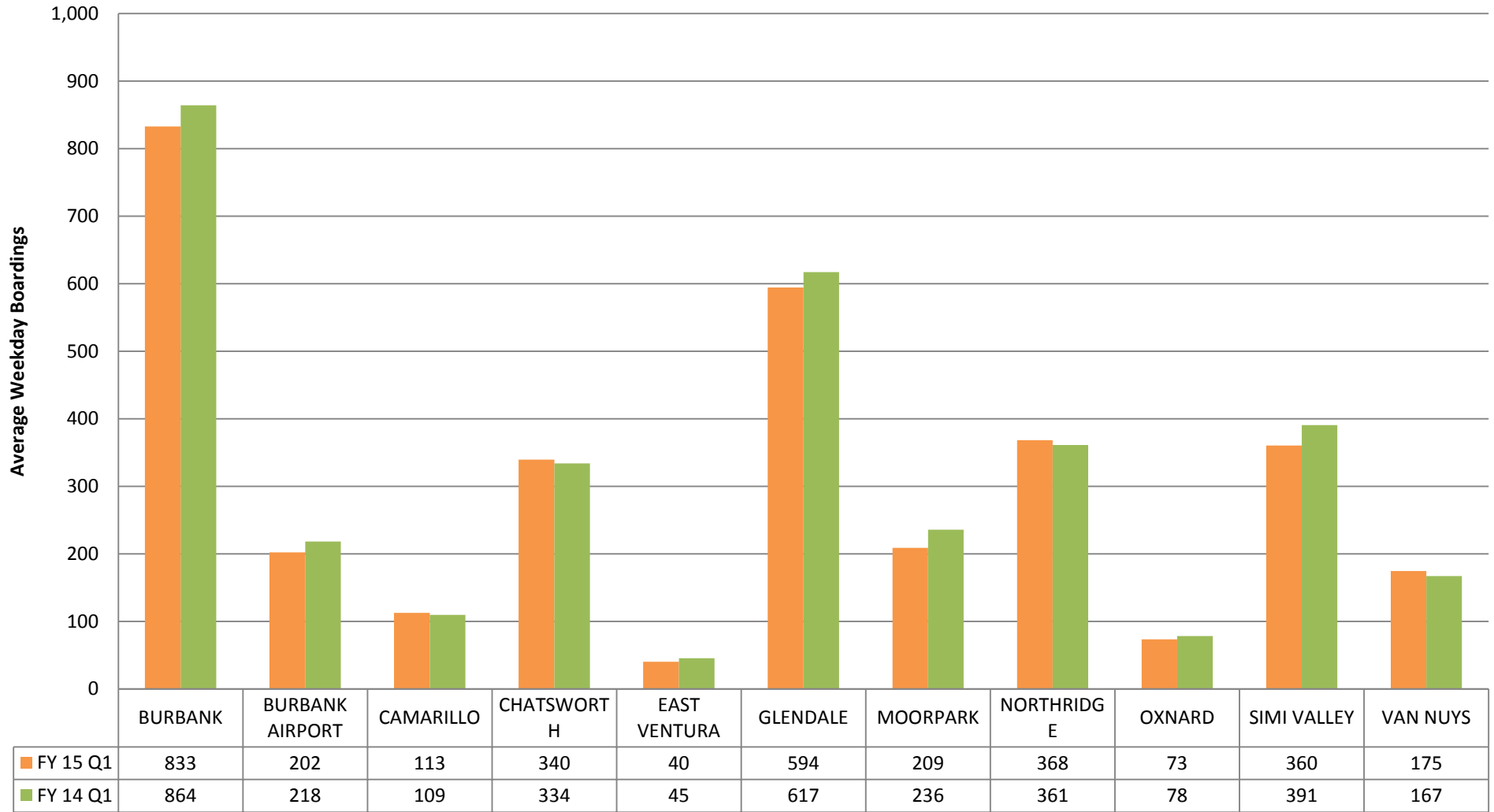
Notes:

Ridership estimates are based on ticket sales by origin station and do not reflect returns from corporate consignment sales.

Station boardings do not sum to total system ridership because:

- Ridership estimates do not reflect transfers.
- Ridership from tickets and passes without a defined destination station is counted at the origin station only.

Quarterly Station Boarding Comparison - Year Over Year Performance (Jan-Mar)





Item #8D

May 1, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
SUBJECT: LEGISLATIVE UPDATE & POSITIONS ON BILLS

RECOMMENDATION:

- Adopt WATCH position on AB 194 (Frazier) to broaden the authority of the California Transportation Commission to approve toll lanes.

BACKGROUND:

State Issues

Attachment A provides the monthly report of Delaney Hunter, the Commission's state lobbyist. Attachment B is her analysis of AB 194, a bill to allow the California Transportation Commission to approve an unlimited, rather than limited, number of toll lanes at the initiation of a regional agency, subject to various requirements. Staff recommends VCTC take a WATCH position on this bill consistent with the position taken last year on a similar bill, SB 983 (E. Hernandez)

Attachment C is the matrix updating the status of bills being tracked by VCTC. Several bills supported by the Commission have been passed by the policy committees, including AB 227 (Alejo), AB 1250 (Bloom), and SB 321 (Beall).



GONZALEZ, QUINTANA & HUNTER, LLC

VENTURA COUNTY TRANSPORTATION COMMISSION MONTHLY STATE ADVOCACY REPORT APRIL 2015

General Legislative Updates

The Legislature reconvened from Spring Recess on April 6th and committee hearings started immediately. During April, the legislature is rapidly working through bills in order to make the May 1 deadline for fiscal bills to be passed out of policy committee, or the May 15 deadline for nonfiscal bills. Simultaneously, the Budget Sub Committees are also meeting regularly to review the items in the Governor's January Budget proposal. These committees will make recommendations prior to the May revise. The sub committees on transportation are likely to reject the Governor's proposed trailer bill language relating to relinquishments and express lanes and push these policy issues to the appropriate policy committees.

Senate Transportation Funding Proposal

Senator Beall recently amended his bill, SB 16, to include new provisions related to Transportation Funding. This is the Senate's proposal to address the state's major transportation-funding shortfall. SB 16 would do the following:

- Increase the vehicle license fee by 0.07-percent each year for five years to backfill the general fund for transportation related bond debt service.
- Increase the gasoline excise tax by 10-cents.
- Increase the diesel excise tax by 12-cents.
- Additional \$35 fee on annual vehicle registrations.
- Additional \$100 fee on annual vehicle registrations for zero-emission vehicles.
- Repay existing transportation loans in equal installments over three fiscal years beginning in 2016.
- Return truck weight fees back to transportation in increasing amounts over five years, i.e. first year 20-percent returned, second year 40-percent returned, etc. (approximately \$1 billion is currently funding transportation related bond debt service)

The revenues from the gas tax increase, 10-cents of the diesel tax increase, and both registration fees would be deposited into a new maintenance and rehabilitation fund. From this account, Senator Beall's plan would dedicate 5-percent of total revenues generated to a State-Local Partnership Program to incentivize additional local sales tax measures passed after July 1, 2015. The remaining 95-percent of revenues would be shared equally between the state and counties and cities.

Bills of Interest

AB 4

(Linder R) Vehicle weight fees: transportation bond debt service.

Status: 4/9/2015-In committee: Set, first hearing. Hearing canceled at the request of author.

Summary: Would, notwithstanding specified provisions or any other law, until January 1, 2020, prohibit weight fee revenues from being transferred from the State Highway Account to the Transportation Debt Service Fund, the Transportation Bond Direct Payment Account, or any other fund or account for the purpose of payment of the debt service on transportation general obligation bonds, and would also prohibit loans of weight fee revenues to the General Fund.

Position: Support

AB 21

(Perea D) California Global Warming Solutions Act of 2006: emissions limit: scoping plan.

Status: 4/13/2015-In committee: Hearing postponed by committee.

Summary: Would require the State Air Resources Board, no later than January 1, 2018, to recommend to the Governor and the Legislature a specific target of statewide emissions reductions for 2030 to be accomplished in a cost-effective manner. This bill contains other related provisions and other existing laws.

AB 23

(Patterson R) California Global Warming Solutions Act of 2006: market-based compliance mechanisms: exemption.

Status: 3/23/2015-In committee: Set, first hearing. Failed passage. Reconsideration granted.

Summary: The California Global Warming Solutions Act of 2006 authorizes the State Air Resources Board to include the use of market-based compliance mechanisms. Current state board regulations require specified entities to comply with a market-based compliance mechanism beginning January 1, 2013, and require additional specified entities to comply with that market-based compliance mechanism beginning January 1, 2015. This bill would instead exempt those categories of persons or entities that did not have a compliance obligation, as defined, under a market-based compliance mechanism beginning January 1, 2013, from being subject to that market-based compliance mechanism through December 31, 2020.

AB 33

(Quirk D) California Global Warming Solutions Act of 2006: Climate Change Advisory Council.

Status: 4/7/2015-Re-referred to Com. on NAT. RES.

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions. The act

requires the scoping plan to be updated at least once every 5 years. This bill, until January 1, 2020, would require, for purposes of advising the update of the next scoping plan, the state board to develop specified information by July 1, 2016. The bill would require the state board on or before January 1, 2017, to submit a report to the appropriate committees of the Legislature on the specified information.

[AB 194](#)

(Frazier D) High-occupancy toll lanes.

Status: 4/14/2015-From committee: Do pass and re-refer to Com. on APPR. (Ayes 14. Noes 1.) (April 13). Re-referred to Com. on APPR.

Summary: Current law provides that the Department of Transportation has full possession and control of the state highway system. Current law authorizes the department to construct exclusive or preferential lanes for buses only or for buses and other high-occupancy vehicles. This bill would authorize a regional transportation agency, in cooperation with the department, to apply to the California Transportation Commission to develop other toll facilities, as specified

[AB 210](#)

(Gatto D) High-occupancy vehicle lanes: County of Los Angeles.

Status: 4/15/2015-In committee: Set, first hearing. Referred to suspense file.

Summary: Would prohibit, commencing July 1, 2016, any high-occupancy vehicle lane from being established on specified portions of state highway routes in the County of Los Angeles, unless that lane is established as a high-occupancy vehicle lane only during the hours of heavy commuter traffic, as determined by the Department of Transportation. The bill would require any existing high-occupancy vehicle lane established on the specified portions of these routes to be modified to conform with those requirements.

[AB 227](#)

(Alejo D) Transportation funding.

Status: 4/16/2015-Re-referred to Com. on BUDGET.

Summary: Current law provides for loans of revenues from various transportation funds and accounts to the General Fund, with various repayment dates specified. This bill, with respect to any loans made to the General Fund from specified transportation funds and accounts with a repayment date of January 1, 2019, or later, would require the loans to be repaid by December 31, 2018. This bill contains other related provisions and other current laws.

Position: Support

[AB 323](#)

(Olsen R) California Environmental Quality Act: exemption: roadway improvement.

Status: 4/7/2015-Re-referred to Com. on TRANS.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would extend the above exemption to January 1, 2020. This bill contains other existing laws.

- [AB 338](#)** **([Hernández, Roger](#) D) Los Angeles County Metropolitan Transportation Authority: transactions and use tax.**
Status: 4/14/2015-Re-referred to Com. on L. GOV.
Summary: Would authorize the Los Angeles County Metropolitan Transportation Authority (MTA) to impose an additional transportation transactions and use tax at a rate of 0.5%, for a period not to exceed 30 years, subject to various requirements, including the adoption of an expenditure plan and voter approval. This bill contains other related provisions and other existing laws.
- [AB 869](#)** **([Cooper](#) D) Public transportation agencies: fare evasion and prohibited conduct.**
Status: 4/14/2015-Re-referred to Com. on APPR.
Summary: Current law authorizes a public transportation agency to adopt and enforce an ordinance to impose and enforce civil administrative penalties for fare evasion or other passenger misconduct, other than by minors, on or in a transit facility or vehicle in lieu of the criminal penalties otherwise applicable, with specified administrative procedures for the imposition and enforcement of the administrative penalties, including an initial review and opportunity for a subsequent administrative hearing. This bill would provide that a person who fails to pay the administrative penalty when due or successfully complete the administrative process to dismiss the notice of fare evasion or passenger misconduct may be subject to those criminal penalties.
- [AB 1171](#)** **([Linder](#) R) Construction Manager/General Contractor method: regional transportation agencies: projects on expressways.**
Status: 4/15/2015-Re-referred to Com. on TRANS.
Summary: Would authorize regional transportation agencies, as defined, to use the Construction Manager/General Contractor project delivery method, as specified, to design and construct certain projects on expressways that are not on the state highway system if the projects are developed in accordance with an expenditure plan approved by voters as of January 1, 2014. This bill would require, for any project interfacing with a state highway system, the regional transportation agency and the Department of Transportation to enter into a cooperative agreement, as specified.
- [AB 1250](#)** **([Bloom](#) D) Vehicles: buses: gross axle weight.**
Status: 4/15/2015-Read second time. Ordered to consent calendar.
Summary: Current law, operative January 1, 2016, provides that the gross weight on any one axle of a bus shall not exceed 20,500 pounds. Current law exempts from this limitation a transit bus procured through a solicitation process pursuant to which a solicitation was issued before January 1, 2013. A violation of this provision is a crime. This bill would exempt from the weight limitation transit buses procured through a solicitation process pursuant to which a solicitation was issued before January 1, 2016.
Position: Support
- [AB 1265](#)** **([Perea](#) D) Transportation projects: comprehensive development lease agreements.**
Status: 4/14/2015-From committee: Do pass and re-refer to Com. on APPR. (Ayes 15. Noes 0.) (April 13). Re-referred to Com. on APPR.
Summary: Current law authorizes the Department of Transportation and regional transportation agencies to enter into comprehensive development lease agreements with

public and private entities, or consortia of those entities, for certain transportation projects that may charge certain users of those projects tolls and user fees, subject to various terms and requirements. Current law provides that a lease agreement may not be entered into under these provisions on or after January 1, 2017. This bill would extend this authorization indefinitely and would delete obsolete cross-references and make technical changes to these provisions.

AB 1364 (Linder R) California Transportation Commission.

Status: 3/23/2015-Referred to Com. on TRANS.

Summary: Current law vests the California Transportation Commission with specified powers, duties, and functions relative to transportation matters. Current law requires the commission to retain independent authority to perform the duties and functions prescribed to it under any provision of law. This bill would exclude the California Transportation Commission from the Transportation Agency and establish it as an entity in the state government. The bill would also make conforming changes.

ACA 4 (Frazier D) Local government transportation projects: special taxes: voter approval.

Status: 4/16/2015-In committee: Hearing postponed by committee.

Summary: Would provide that the imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for local transportation projects, as defined, requires the approval of 55% of its voters voting on the proposition. The measure would also make conforming and technical, non-substantive changes. This measure would also provide that it shall become effective immediately upon approval by the voters and shall apply to any local measure imposing, extending, or increasing a special tax for local transportation projects submitted at the same election.

Position: Support

SB 9 (Beall D) Greenhouse Gas Reduction Fund: Transit and Intercity Rail Capital Program.

Status: 4/15/2015-From committee with author's amendments. Read second time and amended. Re-referred to Com. on T. & H.

Summary: Current law provides various sources of funding for transportation programs, including capital and operating funds for rail services, including intercity, commuter, and urban rail systems, including the Transit and Intercity Rail Capital Program which receives 10% of the annual proceeds of the Greenhouse Gas Reduction Fund as a continuous appropriation. This bill would require that the Transportation Agency adopt a multiyear program of projects for funding, and require the California Transportation Commission to allocate funding to applicants pursuant to the program of projects.

SB 16 (Beall D) Transportation funding.

Status: 4/15/2015-From committee with author's amendments. Read second time and amended. Re-referred to Com. on T. & H.

Summary: Would create the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. The bill would provide for the program to be authorized every 5 years by the Legislature, and would provide that authorization for the 2015-16 through 2019-20 fiscal years. The bill would require the California Transportation Commission to identify the estimated funds to be available for the program and adopt performance criteria to ensure efficient use of the funds.

SB 32

(Pavley D) California Global Warming Solutions Act of 2006: emissions limit.

Status: 4/10/2015-Set for hearing April 29.

Summary: Would require the State Air Resources Board to approve a statewide greenhouse gas emission limit that is equivalent to 80% below the 1990 level to be achieved by 2050, as specified. The bill would authorize the state board to adopt interim greenhouse gas emissions level targets to be achieved by 2030 and 2040. The bill also would state the intent of the Legislature for the Legislature and appropriate agencies to adopt complementary policies that ensure long-term emissions reductions advance specified criteria.

SB 39

(Pavley D) Vehicles: high-occupancy vehicle lanes.

Status: 4/9/2015-Set for hearing April 21.

Summary: Current federal law, until September 30, 2017, authorizes a state to allow specified labeled vehicles to use lanes designated for high-occupancy vehicles (HOVs). Current law authorizes the DMV to issue no more than 70,000 of those identifiers. This bill would increase the number of those identifiers that the DMV is authorized to issue to an unspecified amount. This bill contains other related provisions and other current laws.

SB 64

(Liu D) California Transportation Plan.

Status: 4/14/2015-Set for hearing April 28.

Summary: Would require the California Transportation Commission to review recommendations in the update to the California Transportation Plan prepared by the department in 2015, and every 5 years thereafter, to prepare specific recommendations for statewide integrated multimodal transportation system improvements, and to submit a report in that regard to the Legislature and the Governor by December 31, 2016 and every 5 years thereafter.

SB 158

(Huff R) Transportation projects: comprehensive development lease agreements.

Status: 4/7/2015-Re-referred to Coms. on T. & H. and E.Q.

Summary: Would authorize the Department of Transportation or a regional transportation agency to enter into a comprehensive development lease on or after January 1, 2017, for a proposed transportation project on the state highway system if a draft environmental impact statement or draft environmental impact report for the project was released by the department in March 2015 for public comment. This bill contains other related provisions.

SB 194

(Cannella R) Vehicles: high-occupancy vehicle lanes.

Status: 2/19/2015-Referred to Com. on RLS.

Summary: Current law authorizes local authorities and the Department of Transportation to establish exclusive or preferential use of highway lanes for high-occupancy vehicles on highways under their respective jurisdictions. This bill would make technical, non-substantive changes to that provision.

SB 254

(Leyva D) Transit districts: ordinances.

Status: 2/26/2015-Referred to Com. on T. & H.

Summary: Current law provides for the creation of the Southern California Rapid Transit District in and around the County of Los Angeles, with specified powers and duties relative to providing public transit service. Current law requires an ordinance passed by the board of directors of the district to be published once within 15 days after passage in a newspaper of general circulation printed and published in the district. This bill would authorize the district to print and publish an ordinance in a newspaper of general circulation more than once within 15 days after passage.

SB 321

(Beall D) Motor vehicle fuel taxes: rates: adjustments.

Status: 4/15/2015-Do pass as amended, and re-refer to the Committee on Appropriations.

Summary: Current law, as of July 1, 2010, exempts the sale of, and the storage, use, or other consumption of, motor vehicle fuel from specified sales and use taxes and increases the excise tax on motor vehicle fuel, as provided. This bill would, for the 2015-16 fiscal year and each fiscal year thereafter, instead require the board, on or before July 1, 2015, or March 1 of the fiscal year immediately preceding the applicable fiscal year, as specified, to adjust the rate in a manner as to generate an amount of revenue equal to the amount of revenue loss attributable to the exemption, based on estimates made by the board that reflect the combined average of the actual fuel price over the previous 4 fiscal years and the estimated fuel price for the current fiscal year, and continuing to take into account adjustments required by current law to maintain revenue neutrality.

Position: Support

SB 391

(Huff R) Assault and battery: transit employees.

Status: 4/16/2015-Set for hearing April 28.

Summary: Would make an assault committed against a parking control officer punishable by a fine not exceeding \$4,000, or by imprisonment in the county jail not exceeding 6 months, or by both that fine and imprisonment. This bill contains other related provisions and other existing laws.

SB 413

(Wieckowski D) Public transit: prohibited conduct.

Status: 4/16/2015-From committee with author's amendments. Read second time and amended. Re-referred to Com. on T. & H.

Summary: Current law makes it a crime, punishable as an infraction or misdemeanor, as specified, for person to commit certain acts on or in a facility or vehicle of a public transportation system, including disturbing another person by loud or unreasonable noise. This bill would revise the unreasonable noise provision so that it would apply to a person failing to comply with the warning of a transit official related to disturbing another person by loud and unreasonable noise, and also to a person playing sound equipment on or in a public transportation system facility or vehicle. The bill would also make it an infraction for a person on or in a facility or vehicle of a public transportation system to fail to yield seating reserved for an elderly or disabled person. The bill would make a 3rd or subsequent violation of the prohibition against selling or peddling goods, merchandise, property, or services, as specified, punishable as a misdemeanor. This bill contains other related provisions and other existing laws.

SB 491

(Committee on Transportation and Housing) Transportation: omnibus bill.

Status: 4/14/2015-Set for hearing April 28.

Summary: Current law, in the area under the jurisdiction of the Bay Area Air Quality Management District, requires at least 40% of fee revenues to be proportionately allocated to each county within the district, and requires an entity receiving these revenues to hold at least one annual public meeting for the purpose of adopting criteria for expenditure of the funds and to review those expenditures. This bill would delete the requirement for an annual public meeting to adopt criteria for expenditure of funds, unless the criteria have been modified from the previous year. This bill contains other related provisions and other existing laws.

SB 508

(Beall D) Transit operations: financial requirements.

Status: 4/2/2015-Set for hearing May 5.

Summary: Would delete the requirement for transit operators to maintain higher farebox requirements based on the 1978-79 fiscal year. The bill would exempt additional categories of expenditures from the definition of "operating cost" used to determine compliance with required farebox ratios, including, among others, certain health coverage, pension, fuel, insurance, and claims settlement costs. The bill would also exempt startup costs for new transit services for up to 2 years.

Position: Support

SB 649

(Roth D) Vehicles: weight limits.

Status: 3/12/2015-Referred to Com. on RLS.

Summary: Current law generally prohibits the total gross weight in pounds imposed on the highway by a group of 2 or more consecutive axles of a vehicle from exceeding a specified weight, depending on the distance in feet between the extremes of a group of 2 or more consecutive axles, and the number of axles. This bill would make technical, non-substantive changes to those provisions.

SB 767

(De León D) Los Angeles County Metropolitan Transportation Authority: transactions and use tax.

Status: 4/15/2015-From committee: Do pass and re-refer to Com. on GOV. & F. (Ayes 8. Noes 0.) (April 14). Re-referred to Com. on GOV. & F.

Summary: Would authorize the Los Angeles County Metropolitan Transportation Authority (MTA) to impose an additional transportation transactions and use tax at a rate of 0.5% subject to various requirements, including the adoption of an expenditure plan and voter approval. This bill contains other related provisions and other existing laws.

SCA 5

(Hancock D) Local government: special taxes: voter approval.

Status: 4/7/2015-Referred to Coms. on GOV. & F., E. & C.A., and APPR.

Summary: Would condition the imposition, extension, or increase of a special tax by a local government upon the approval of 55% of the voters voting on the proposition, if the proposition proposing the tax contains specified requirements. The measure would also make conforming and technical, non-substantive changes.

[SCA 7](#)

([Huff](#) R) Motor vehicle fees and taxes: restriction on expenditures.

Status: 4/16/2015-Referred to Coms. on T. & H. and E. & C.A.

Summary: Would prohibit the Legislature from borrowing revenues from fees and taxes imposed by the state on vehicles or their use or operation, and from using those revenues other than as specifically permitted by Article XIX. The measure would also provide that none of those revenues may be pledged or used for the payment of principal and interest on bonds or other indebtedness. This bill contains other related provisions and other existing laws.

Assembly Bill 194 (Frazier)

Summary: Extends indefinitely the California Transportation Commission's authority to authorize regional transportation agencies to develop and operate high-occupancy toll (HOT) lanes and expands the authority to include other toll facilities. Adds similar authority for the CTC to authorize the Caltrans to develop toll facilities.

Purpose:

HOT lanes are increasingly being implemented in metropolitan areas around the state and nation as a means to deal with increased congestion. HOT lanes allow single-occupant or lower-occupancy vehicles to use a high-occupancy vehicle (HOV) lane for a fee, while maintaining free or reduced travel to qualifying HOVs. The benefits of HOT lanes include enhanced mobility and travel options in congested corridors and better usage of underutilized HOV lanes.

Regional transportation agencies up and down the state, as well as Caltrans, struggle with meeting the challenges of increasing traffic congestion and decreasing transportation revenue. Although HOT lanes are primarily for congestion management, they may have the added benefit of generating net revenue that can be put back into the corridor for improvements or other benefits. Given the proven success of HOT lane programs to date, it is appropriate now to provide an administrative process whereby regional transportation agencies and Caltrans can work together with CTC to develop and operate toll facilities.

Author Statement:

AB 194 defines clear roles and responsibilities between Caltrans and regional transportation agencies in the development of toll facilities. In cooperation with one another, AB 194 appropriately places control of a facility's tolling policy and toll revenue with whatever agency is bearing the responsibility and financial risk to develop the program. Furthermore, AB 194 includes provisions that ensure that not only do Caltrans and regional transportation agencies work cooperatively, but that a regional transportation agency and local transportation agencies within its jurisdiction work cooperatively as well. Finally, AB 194 makes it clear that the authority to develop toll lanes does not in any way include the conversion of existing non-tolled or nonuser-fee lanes into tolled or user-fee lanes, either by authorizing them or prohibiting them.

Existing Law:

Existing law specifically authorizes HOT lane facilities in Alameda, San Diego, and Santa Clara counties, and until January 1, 2012, authorized any regional transportation agency to apply to the CTC for authority to develop and operate HOT lanes. This original tolling authority limited the CTC to approving no more than four applications (two in northern California and two in southern California). The HOT lane facilities in the San Francisco Bay Area, Los Angeles County, and Riverside County were authorized by the CTC under this provision.

Related legislation:

SB 983 (Hernández) of 2014 was similar to this bill. SB 983 passed out of this committee but was held in the Assembly Appropriations Committee on the suspense file.

AB 2250 (Daly), Chapter 500, Statutes of 2014, requires any revenue generated in managed lanes to be used in the corridor in which it was generated.

AB 1467 (Nunez), Chapter 32, Statutes of 2005, originally granted authority to the CTC to review regional transportation agencies' applications for HOT lanes, for up to four projects, until January 1, 2012.

Support/Opposition (as of April 13):Support

Self-Help Counties Coalition (Sponsor)
American Council of Engineering Companies of California
Bay Area Council
California Asphalt Pavement Association
California Transportation Commission
Santa Clara Valley Transportation Authority

Opposition

None on file

VENTURA COUNTY TRANSPORTATION COMMISSION STATE LEGISLATIVE MATRIX BILL SUMMARY April 21, 2015			
BILL/AUTHOR	SUBJECT	POSITION	STATUS
AB 4 Linder	Prohibits spending truck weight fees on transportation bond debt service.	Support	In Assembly Transportation Committee.
AB 194 Frazier	Removes limitation on the number of toll lanes the California Transportation Commission can approve.	Watch	Passed Assembly Transportation Committee 14-1. In Assembly Appropriations Committee.
AB 227 Alejo	Provides various transportation revenue enhancements including a prohibition on spending truck weight fees on transportation bond debt service.	Support	Passed Assembly Transportation Committee 16-0. In Assembly Budget Committee.
AB 1250 Bloom	Extends the bus axle weight exemption.	Support	Passed Assembly Transportation Committee 16-0. Passed Assembly 80-0. Awaiting Senate committee assignment.
ACA 4 Frazier	Places before the voters a Constitutional Amendment to reduce to 55% the approval threshold for local transportation funding measures.	Support	In Assembly Transportation Committee.
SB 321 Beall	Modifies the gas tax adjustment process to reduce fluctuations.	Support	Passed Senate Government & Finance Committee 7-0. In Senate Appropriations Committee.
SB 508 Beall	Provides flexibility regarding transit cost and farebox ratio requirements.	Support	In Senate Transportation & Housing Committee.

Staff-recommended Commission positions shown in **bold**.

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Item #8E

May 1, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: DARREN KETTLE, EXECUTIVE DIRECTOR

SUBJECT: EMPLOYEE PAID CONTRIBUTIONS TO CALPERS

RECOMMENDATION:

- Establish May 1, 2015 as the date for all new hires creating a second "classic" employee segment to contribute 100% of employee share of retirement contribution to CALPERS.

BACKGROUND:

With the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA), agencies have had to determine their response in order to remain in compliance with the new regulations. PEPRA does not mandate that the employee's share of CalPERS contributions be paid by the employees; however, cost sharing by employees is clearly the intent of the legislation. At the present time VCTC employees' share of CalPERS contributions is continuing to be paid by the agency. There has been a pending court case, *State of California v. United States Department of Labor* that has questioned an exemption to PEPRA for transit workers resulting from AB 1222. The case appears to be settled but may again be overturned and VCTC is waiting for clear direction from CalPERS before taking action. This has impacted our employees hired after the January 1, 2013 PEPRA implementation date. The affected employees were to have begun paying their portion of PERS contributions but have been in a state of limbo while the case moved through the court system.

Moving forward from the PEPRA legislation and the legal outcome of the case, I am proposing to address the spirit of the law in a manner that is fair to employees but is responsive to the intent of California public employee pension reform. Some agencies have shifted the employee's share of PERS contributions entirely to the employees, usually providing a matching offset in increased salary. What is becoming more evident is that this offset may cost the CalPERS system *more* than the gains achieved through employee paid contributions. The increase in wage base is inflationary in the retirement calculations of participants, regardless of whether the employee or the employer is making the contribution.

At the regular meeting of April 3rd, the Commission in closed session reviewed this proposal to create a second tier of benefits for employees hired as of May 1, 2015. Any employee hired after this date would pay their full share of the employee retirement contribution and VCTC would continue to provide the existing benefit to current employees. There is precedent for this action with the creation of VCTC's retiree Health Reimbursement Account in 2010 which created a two tier plan for agency paid retiree health insurance. That action has dramatically reduced the Commission's future cost liability for retiree health insurance while staying in compliance with CalPERS regulations.

I have sought and obtained outside legal counsel to ensure the validity of this proposal. The plan initiates shifting the cost of employee retirement contributions to the member, which was PEPRA's intent. It also does not inflate the agency's payroll by providing salary offsets for the employee contributions. I believe this to be the fairest and most fiscally prudent proposal at this time.

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Item #8F

May 1, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: AMY AHDI, TRANSIT PLANNER
VIC KAMHI, TRANSIT DIRECTOR**

SUBJECT: VCTC SOCIAL SERVICE TOKEN PROGRAM

RECOMMENDATION:

- Approve transition from red tokens to red mag-stripe single-ride tickets
- Authorize the Executive Director to execute the reimbursement agreement with those Ventura County transit providers who wish to participate in the VCTC Social Service Single-Ride Ticket program

DISCUSSION:

For over twenty years, local social service agencies have been able to purchase bus tokens in bulk from VCTC. The current cost of the tokens is \$1.25 each. Social service agencies have purchased the tokens to allow them to assist their clients with their mobility needs. While the tokens are “advertised” as being good on VCTC Intercity (VISTA) services, many of the other transit services in the County have accepted the tokens for a ride. Although no formal agreement exists, VCTC has reimbursed any local transit agencies which accepted the tokens at their face value of \$1.25. Transit agencies which currently accept the tokens include Gold Coast Transit, Moorpark City Transit, Thousand Oaks Transit, Simi Valley Transit, Camarillo Area Transit, Oxnard Harbor Beaches Dial-a-ride and the Ojai Trolley. In addition, the Heritage Valley Policy Advisory Committee approved the recommendation to continue accepting the tokens as full fare payment for all trips on the Valley Express transit service. Attachment A includes a sample of the full price and discount single ride tickets.

The red metal tokens currently in use are not able to be accepted by the new GFI “Genfare” fareboxes unless the box is configured to accept slugs. Effective May 2015, the VCTC will begin phasing out the use of the tokens and transitioning to the use of new, printed GFI single-ride tickets. The tickets will be available as “full-fare” (\$1.25) or “reduced-fare” (\$.60). There are many benefits associated with replacing the tokens with single-ride tickets:

- The current token value results in an “overcharge” to Social Service Agencies who serve clients who should receive a discount (i.e., seniors and disabled).
- The cost associated with the minting and distribution of the tokens makes them a fairly expensive fare media.

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As part of the transition from the informal Token program to the new ticket-based program, VCTC has developed an agreement for Transit Providers to formalize the reimbursement agreement (see attached). The red tokens will no longer be accepted on VCTC Intercity (VISTA) buses after June 30, 2015. VCTC will provide reimbursements to the transit providers thru July 31, 2015. VCTC will not continue to reimburse transit providers after the transition period to transit providers who have not signed the agreement.



May 1, 2015

RE: Token Program

Transit Manager:

As you are aware, for a number of years VCTC has sold tokens to Social Service Agencies and schools for distribution to their clients. The tokens are being sold for \$1.25, and are “advertised” as being good on VCTC Intercity (VISTA) and VCTC Heritage Valley dial-a-ride services. While there is no formal agreement in place, many of the other transit services in the County have accepted the tokens for a ride, and VCTC has reimbursed those agencies at the current rate (\$1.25 per token) since July 2013. Effective May 2015, the Commission will begin phasing out the use of the tokens and transitioning to the use of new, printed GFI single-ride tickets. The tickets will be available as “full-fare” (\$1.25) or “reduced-fare” (\$.60), see Attachment A. There are many benefits associated with replacing the tokens with single-ride tickets:

- The tokens cannot be accepted by the GFI fareboxes used by Gold Coast Transit, Thousand Oaks Transit, Simi Valley Transit, and VCTC Intercity (VISTA) without also accepting any slugs deposited.
- The current token value results in an “overcharge” to Social Service Agencies who serve clients who should receive a discount (i.e., seniors and disabled).
- There is a cost associated with the minting and distribution of the tokens.

The tokens will no longer be accepted on VCTC Intercity (VISTA) buses after June 30, 2015. We will provide reimbursements to the transit providers thru July 31, 2015.

We are allowing Social Service Agencies to exchange tokens for single-ride tickets through December 31, 2015; and will be directing individuals who currently have tokens to work through their social service agency to have the media exchanged. A letter will be going out to all of the participating Social Service Agencies, and notices will be posted on all of VCTC’s buses.

Like the Tokens, VCTC will continue the sales of tickets to eligible social service agencies (a list of the current purchasing agencies is attached). The tickets will not be sold to individuals. With this letter, we are inviting all of the public transit providers in Ventura County to accept the VCTC-issued single-ride tickets.

Hopefully, at a date in the not too distant future, we will be able to program the GFI fareboxes of the participating transit providers to accept the VCTC single-ride tickets, and provide re-imbursements to participating transit providers based on output from the GFI boxes. But, in the meantime, we would like all agencies to accept the tickets manually and simply have drivers collect and draw a line across the tickets (to ensure they are not reused) and return the tickets to VCTC. VCTC will reimburse transit providers within thirty days after approval.

As part of the transition from the informal Token program to the new ticket-based program, VCTC has developed a reimbursement agreement for Transit Providers. Please review the attached agreement and return it at your earliest convenience. If we do not have a signed agreement in place with your agency, we will be unable to issue a reimbursement.

If you have any questions, comments, or suggestions, please feel free to contact me at (805) 642-1591, x 110.

Sincerely,

Victor Kamhi, VCTC
Bus Services Director

Steve Brown, GCTD
General Manager
301 E. Third St.
P.O. Box 1146
Oxnard, CA 93032-1146

Mike Houser, TOT
City of Thousand Oaks
1993 Rancho Conejo Blvd.
Thousand Oaks, CA 91362

Summer Barwick, SVT
Department of Community Services
2929 Tapo Canyon Road
Simi Valley, CA 93063

Roc Pulido, CAT
Manager Transit Systems
Public Works
601 Carmen Dr.
Camarillo, CA 93010

Shaun Kroes, Moorpark Transit
799 Moorpark Ave.
Moorpark, CA 93021

Martin Erickson, OHBDAR
OHBDAR Manager
City of Oxnard
305 West Third Street
Oxnard, CA 93030

David Fleish, Oak Park DAR
Ventura County
Transportation Department Director
800 S. Victoria
Ventura, CA 93003

Greg Grant, Ojai Trolley
Public Works Department
P.O. Box 1570
Ojai, CA 93024

SOCIAL SERVICE AGENCIES CURRENTLY PURCHASING TOKENS

- Aegis Institute Inc
- Alternative Action Program
- Area Agency on Aging
- Aurora Vista Del Mar BH Clinic
- Big Brother Big Sisters
- Boys & Girls Club of Santa Paula
- Community Solutions Inc.
- Contra Costa County Office of Education
- Fillmore Family Medical Group
- Fillmore Unified School District
- Human Services Agency
- Lutheran Social Services
- One Step A La Vez
- Pacific Clinics
- Path Point
- Probation Agency
- Public Health Services Center
- Samaritan Center SV
- Santa Paula Hospital Medical Clinic
- Santa Paula Union High School District
- SB Behavioral Health
- Saint Vincent De Paul Society
- VC Behavioral Health
- VC District Attorney
- VC Medical Center Psych Unit
- VC Probation
- VC Rescue Mission
- VC Sheriff
- Ventura Baptist Church
- Ventura County Office of Education
- Ventura Community College District
- Vista Real Public Charter

Reimbursement Agreement for Transit Providers

AGREEMENT BETWEEN VCTC AND _____ TRANSIT

For good and sufficient consideration, the receipt of which is hereby acknowledged, this Agreement is made and entered into by and among **the Ventura County Transportation Commission (VCTC)**) and the **Participating Transit Provider** collectively referred to herein as the "AGENCIES."

Section 1: Purpose

The purpose of this Agreement is for the AGENCIES to cooperatively provide reimbursement for the use of VCTC single-ride tickets sold to social service agencies for the use of their clients for general public transit services.

Section 2: Term

The term of this Agreement is on-going, and may be terminated by either party with a 30-day notification.

Section 3: Operation

The responsibilities of the AGENCIES with respect to the social service agency single-ride ticket program are as follows:

- **Ticket Sales:** The VCTC will be responsible for the sales and distribution of single-ride tickets to social service agencies.
- **Fare Collection:** The passenger shall provide the transit vehicle operator (driver) the appropriate single-ride ticket on the transit vehicles when boarding. It will be the responsibility of the transit vehicle operator to require proof of eligibility if a reduced-fare single-ride ticket is used. The collecting agency shall retain the single-ride ticket and include in its reimbursement submittal to the VCTC.
- **Reimbursement:** The single-ride tickets will be submitted no more than once a month to the VCTC, along with an accounting invoice listing the number of full-fare and reduced-fare tickets collected. The VCTC will reimburse the transit provider agency at a rate of \$.60 for each reduced-fare ticket, and \$1.25 for each full-fare single-ride ticket submitted. The VCTC will provide the reimbursement within thirty days following acceptance of a complete invoice packet (i.e. invoice and tickets). Reimbursements are subject to change if the VCTC adjusts the value of the tickets. Sixty days prior notice will be provided to all transit AGENCIES participating in the program.

Section 4: Beneficiaries of Agreement

This Agreement is for the sole benefit of the parties hereto and no individual, organization, group, firm, or other entity shall have any claim for benefits hereunder.

Section 5: Changes to Agreement

VCTC will notify the Participating Transit Provider of any proposed changes in the Social Service Agency single-ride ticket program, including any changes in the reimbursement rates, in writing 60 days before such change goes into effect.

Section 6: Termination of Agreement

An AGENCY may terminate this Agreement in whole or in part at any time, by provision of thirty (30) days written notice to the other AGENCY, whenever, for any reason, the AGENCY shall determine that such action is in its best interests.

Section 7: Hold Harmless

Each of the AGENCIES (individually when referred to herein as the "Indemnifying Party") shall indemnify, protect, defend and hold the other AGENCY, their officers, employees and agents harmless from all liability, claims or damages arising out of, caused by, or resulting from, the Indemnifying Party's negligence in performing its obligations pursuant to this Agreement.

Section 8: Notices or Notification

Any notice required to be given in writing under this Agreement, or other notifications, shall be given to the parties at the following addresses:Darren Kettle

VCTC

Executive Director

950 County Square Drive, #207

Ventura, CA 93003

In witness whereof, the parties hereto have executed this Agreement on the dates stated below.

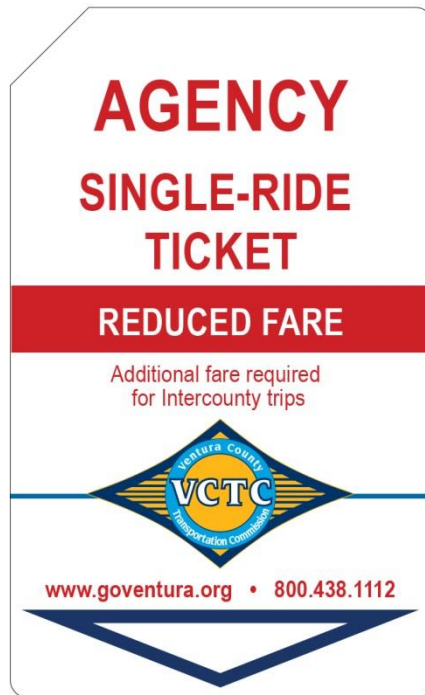
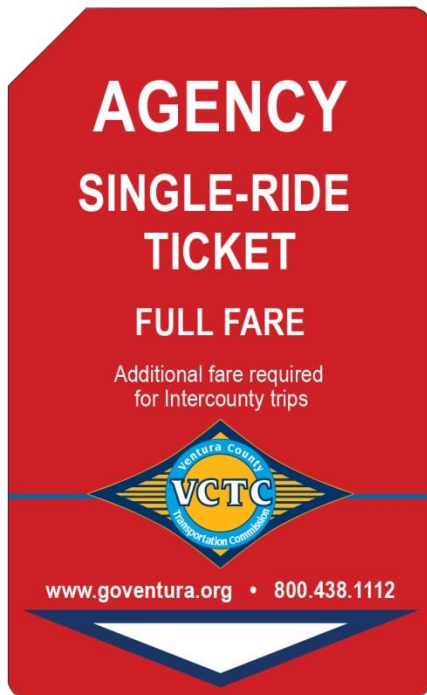
By: _____
DARREN KETTLE, Executive Director

Date: _____

By _____

Date: _____

ATTACHMENT A





Item #8G

May 1, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: VIC KAMHI, TRANSIT DIRECTOR

SUBJECT: ADVANCE FUNDING FOR BUS ACQUISITION FOR "VCTC CAP-AND-TRADE" DEMONSTRATION BUS SERVICE

RECOMMENDATION:

- Approve advancing State Transit Assistance (STA) funding sufficient to purchase one MCI bus from the existing option and begin the approved VCTC Cap-And-Trade transit demonstration commuter service between Oxnard and Camarillo prior to receipt of all the Cap-And-Trade funds.

DISCUSSION:

On April 3, 2015, the Commission programmed VCTC's Fiscal Year (FY) 2014/15 Cap-and-Trade transit operations apportionment of \$295,041, as well as the FY 2015/16 apportionment anticipated to be approximately \$600,000, to the new Oxnard / Camarillo VCTC Intercity Bus Service. Because of the dates when the State provides the Cap-and-Trade funding, the service, without additional Commission action, would not be able to begin until June 2016. Concerned about the significant delay, the Commission directed staff to recommend a way for the service to begin in time for the 2015 holiday shopping season. This is important since one of the primary employment locations for the service will be the Camarillo Outlet Mall, which has increased activity during November and December.

While the first installment of the Cap-and-Trade funding (\$295,041) will be made by the State to the VCTC before the end of the current FY, the two FY 2015-16 payments each of approximately \$300,000 will not occur until February and June of 2016. The initial cost of the project will include the purchase of a MCI transit coach (using the VCTC purchase option), at a cost of approximately \$630,000.

Since a bus must be acquired prior to start of operations, the first two installments of Cap-and-Trade funds (June 2015 and Feb 2016) will almost cover the capital costs, and additional funds will be needed to operate the service in FY 2015-16. By June 2016, when the third installment of Cap-and-Trade transit is received by VCTC, the loan will be able to be fully repaid, and funding will exist to provide operations through until the end of FY 2016-17. With the loan, it will be possible to start the service in time for the 2015 holiday season, which begins in November. The cost of operating the service from November 1, 2015 thru June 30, 2016 is \$90,000.

The recommended action would be to advance the demonstration service \$440,000 to allow for the purchase of a new bus, including a GFI farebox, and, as with the rest of the VCTC buses, an under the bus bike storage, and operations to begin in November 2015. The loan would be needed in October, 2015, with approximately \$300,000 repaid in February, 2016, and the remainder in June, 2016.

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Item # 8H

May 1, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: AARON BONFILIO, PROGRAM MANAGER

SUBJECT: AGREEMENT FOR SALES OF VCTC TRANSIT FARE MEDIA

RECOMMENDATION:

- Authorize the Executive Director to negotiate and execute agreements, consistent with the VCTC General Counsel approved draft (attached), for the sales of VCTC fare media at outlet locations.

BACKGROUND:

The Ventura County Transportation Commission has a long history of providing transit services, and over the years different fare media has been implemented on VCTC's transit programs, including the Goventura Smartcard. The Goventura passes have historically been made available and sold at many locations throughout the county. These locations have included the city halls and other municipal offices of the VCTC member-agencies. In addition, VCTC's passes have been sold by Ventura County transit operators at transit facilities, including by Gold Coast Transit at the Oxnard Transportation Center, and the Thousand Oaks Transit at the Thousand Oaks Transit Center. With the discontinuation of the Goventura Smartcard program, and the implementation of a new farebox and fare media system, VCTC is implementing new fare media for its transit operations and is working to formalize agreements with its partners that have served as sales outlets for many years. In addition to the current group of sales outlet partners, new agencies and possibilities have presented themselves, as much less infrastructure is required in order to sell this fare media; such locations include the Santa Barbara MTD Transit Center, and at Fillmore City Hall. VCTC staff will continue to explore possibilities for new outlet locations as well as pursue making its fare media available online, to expand sales of fare media even further.

On a parallel track, Staff is working to develop an interim process to allow for a countywide pass, both a stop-gap measure to replace the Goventura Smartcard, and an ultimate replacement for the countywide smartcard. The creation and formalization of the sales outlet agreements will facilitate those efforts.

Working with VCTC general counsel and with input from the various sales outlet locations, staff presents the draft Fare Media Sales Outlet Agreement, which is attached to this item for the Commission's review.

Attachment: VCTC DRAFT Fare Media Sales Agreement (Separate Attachment)

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Item #8I

May 1, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: ELLEN TALBO, PROGRAM ANALYST

SUBJECT: ALLOCATIONS FOR TRANSPORTATION DEVELOPMENT ACT (TDA) FISCAL YEAR (FY) 2014/2015 ARTICLE 3 BICYCLE/PEDESTRIAN FUNDS

RECOMMENDATION:

- Approve the attached list of allocations for FY 2015/2016 Transportation Development Act (TDA) Article 3 bicycle/pedestrian funds.

DISCUSSION:

Each year, under Article 3 of the State TDA legislation, two percent of the TDA funds estimated to be available in Ventura County are taken "off the top" of the apportionment and set aside to be claimed for bicycle and pedestrian projects. This Article 3 money is discretionary funding allocated by VCTC according to policies and procedures established by the Commission.

The FY 2015/2016 TDA revenue estimate is currently \$779,100. After 10% (\$77,900) is deducted for Class I bicycle trail maintenance, \$701,000 was available for the cities and County to competitively apply for bike & pedestrian project funding.

The Commission designated the Citizen's Transportation Advisory Committee/Social Services Transportation Advisory Council (CTAC/SSTAC) as the committee responsible for reviewing the projects submitted by the cities/County for the available funds. In reviewing the submittals, the CTAC/SSTAC used the schedule and evaluation criteria which were approved by the Commission at its January 10, 2015 meeting.

Five cities and the County applied for funds. After hearing presentations from the applications and discussing the proposals at their March 2014 meeting, the CTAC/SSTAC passed a recommendation to the Commission to award all applicant funding at their April 14, 2015 meeting. Due to the amount of requested funds falling within the amount of available funding, the CTAC/SSTAC did not provide scoring and ranking of the projects. Therefore, the projects in Attachment #1 are recommended to receive the available Article 3 funding for bike and pedestrian use. Leftover available funding from the FY 14-15 cycle will carry over to next fiscal year and be added to the FY 16-17 Article 3 call for projects.

FY 2013/2014 TDA ARTICLE 3 BICYCLE/PEDESTRIAN FUND – CTAC/SSTAC RECOMMENDED PROJECT FUNDING

Applicant	Project Name	Project Description	Total Project Cost	Local Match amount provided	Article 3 Request Amount
City of Ojai	Ojai Avenue Crosswalk Safety Improvements at Whispering Oaks and Canada Street	Construct curb extensions and provide Pedestrian Activated Rapid Flashing Beacons at two intersections: Ojai Ave/Canada Street and Ojai Ave/Shady Lane (Whispering Oaks)	\$120,000	\$30,000	\$90,000
City of Thousand Oaks	Westlake Blvd between US 101 and Triunfo Canyon Road	Design and construct missing sidewalk segments on both sides of Westlake Blvd (SR 23) and restripe the existing bike lanes	\$620,000	\$560,000	\$60,000
City of Simi Valley	Arroyo Simi Bike Path Phase 3	Design and construct phase 3 of the Arroyo Simi Greenway bike/ped path: pave Class 1 path on south side of Arroyo Simi between Madera Road and Fifth Street, construct ped bridge over Arroyo Simi to connect to existing grade-separated crossing at Los Angeles Ave/Fifth Street.	\$1,380,000	\$1,330,000	\$50,000
City of Moorpark	Arroyo Drive Sidewalk Installation- Phase I	Construct 2,100 feet of sidewalk on the south side of Arroyo Drive between the Villa del Arroyo Mobile Home Park and the far east end of Villa del Arroyo.	\$200,000	\$100,000	\$100,000
City of Oxnard	Pedestrian Safety Beacons	Design and install pedestrian-activated warning beacons at 11 intersection crosswalks	\$292,760	\$130,120	\$162,640
Ventura County	Sespe Street Bike Lanes Project	Construction of paved shoulder for Class II bike lanes on Sespe Street from South Mountain Road to Pasadena Avenue in the Bardsdale area	\$410,000	\$310,000	\$100,000
		TOTAL	\$3,022,760		\$562,640
		Maintenance Funding*			\$77,900
		Funding Available for FY 15-16			\$779,000
		Leftover Funding for FY 16-17			\$138,460

*By Commission policy, 10% of the available Article 3 funds each year are allocated to all the cities and the County to augment their existing funds for separate, Class I bike trail maintenance. The allocations are based on the city/County proportional share of the available money as divided by the linear feet of trail maintained.



Item #8J

May 1, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: VIC KAMHI, TRANSIT DIRECTOR
AMY AHDI, TRANSIT PLANNER**

SUBJECT: APPROVE THE 2015 TITLE VI PROGRAM UPDATE

RECOMMENDATION:

- Approve 2015 Title VI Program Update, including the Public Participation Plan and Language Assistance Plan.

BACKGROUND:

The Federal Transit Administration (FTA) requires recipients of federal assistance to provide assessments of compliance with Title VI of the Civil Rights Act of 1964 as part of the grant approval process. An updated plan must be submitted by grantees every three years; VCTC will submit the attached report by July 31, 2015. Title VI regulations mandate that no person in the United States shall, on the ground of race, color and national origin, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the FTA.

The Commission's commitment to ensuring that its services are delivered and implemented in accordance with Title VI is described in the Non-Discrimination notice and procedures that were adopted by the Commission on October 10, 2012. The existing practices conform to Caltrans' requirements for implementing Title VI and the Americans with Disabilities Act (ADA) regulations. However, as a recipient of FTA funds, requirements for implementing Title VI are more extensive and require the adoption of a Title VI Program under the guidelines set forth in FTA Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*.

The Circular has general requirements and guidelines for *all* recipients and additional requirements for fixed route transit providers. Below is a summarization of the 2015 VCTC Title VI Program:

1. **Title VI Notice to the Public** - Notice posted in public locations (website, buses, brochures etc.)
2. **Title VI Complaint Procedures**
3. **Title VI Complaint Form**
4. **List of transit-related Title VI investigations, complaints, or lawsuits** - FTA requires that a list

- of cases be held for five years; VCTC has only one Title VI complaint on the list.
5. **Public Participation Plan – VCTC’s** plan to promote inclusive public participation through the use of outreach events, bilingual material and the Unmet Needs process etc.
 6. **Language Assistance Plan –** VCTC’s strategy ensure meaningful access for persons who are limited-English proficient (LEP) through use of bilingual materials, bilingual customer service staff, interpretation services, etc.
 7. **Membership of non-elected committees and councils, broken down by race**
 8. **Monitoring procedures for subrecipients** - Primary recipients are responsible for establishing monitoring procedures for its subrecipients who are extended federal funds, unless the subrecipient is also a direct recipient of FTA funds.
 9. **Title VI equity analysis for the site and location of facilities** – For this current report this requirement is not applicable to VCTC
 10. **Documentation that the governing board has reviewed and approved the Title VI Program** - A copy of meeting minutes or a resolution must be submitted with the Title VI Program Report.

The institution-wide application of Title VI has been emphasized at recent FTA workshops and since the Circular was revised in October 2012 with the assertion, *"Title VI covers all of the operations of covered entities without regard to whether specific portions of the covered program or activity are federally funded...Recipients are responsible for ensuring that all of their activities are in compliance with Title VI. In other words, a recipient may engage in activities not described in the Circular, such as ridesharing program, roadway incident response program, or other programs not funded by FTA, and those programs must also be administered in a nondiscriminatory manner."* (Chapter II-1)

The Title VI Program Report details the Commission's actions taken to implement FTA's Title VI requirements in its services and programs.

Upon approval of the Title VI Program, staff will submit the report to FTA via the Transportation Electronic Award Management (TEAM) system. Concurrence and approval of the report by the FTA Regional Civil Rights Office is anticipated within 30 days. The Title VI Program will be updated every three years, or as necessary, when guidelines are revised or as compliance reviews require.

Attachment: Resolution Approving A Title VI Plan For The Ventura County Transportation Commission

Title VI Program Report

RESOLUTION # 2015-07

**A RESOLUTION APPROVING A TITLE VI PLAN FOR THE VENTURA COUNTY
TRANSPORTATION COMMISSION**

WHEREAS, the Ventura County Transportation Commission (VCTC) is a recipient of Federal revenues and is required to meet Federal Regulatory requirements for Title VI of the Civil Rights act of 1964, established by CFR part 21.7; and

WHEREAS, the VCTC has or will provide all annual certifications and assurances to the Federal Transit Administration (FTA) required for the Title VI program, and

WHEREAS, the VCTC assures that no person or group of persons will, on the basis of race, color, national origin or limited English proficiency be subjected to discrimination in the level and quality of transportation services, programs, or activities provided by the VCTC, whether Federally funded or not; and

WHEREAS, the VCTC assures that all residents and visitors are afforded meaningful access to the VCTC's programs, activities and services; and

WHEREAS, the VCTC has updated the VCTC's Title VI program plan to meet current FTA guidelines;

NOW THEREFORE BE IT RESOLVED by the Ventura County Transportation Commission approves and adopts the updated Title VI Plan.

PASSED AND ADOPTED by the Ventura County Transportation Commission this 1st day of May, 2015.

PETER FOY, CHAIR

APPROVED AS TO FORM:

STEVE MATTIS, GENERAL COUNSEL

ATTEST:

Donna Cole, Clerk of the Board

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Item # 9

May 1, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: DARREN M. KETTLE, EXECUTIVE DIRECTOR, VCTC
BRIAN C. D'ANNA, PROJECT MANAGER, ESD**

SUBJECT: VCTC OFFICE BUILDING – CONSULTING SERVICES AGREEMENT WITH ARCHITECT

RECOMMENDATION:

- Approve the Consulting Services Agreement between the Ventura County Transportation Commission (VCTC) and Kruger Bensen Ziemer Architects, Inc. (Consultant) to provide Architectural and Engineering services for the design and construction of the new VCTC Offices to be located at 2220 Ventura Boulevard in Camarillo, CA for a total contract amount of \$406,840.

BACKGROUND:

On December 5, 2014, the Commission approved the purchase agreement with the City of Camarillo (City) to buy the property located at 2220 Ventura Blvd. The vision for the purchase of the building is to allow for expansion beyond VCTC's current office size and also make space available for VCTC's regional transportation partners such as SCAG and other regional or countywide agencies. In its current state, the building is in need of renovation. However, with architectural refinements and a LEED certified retrofit, the building is perfectly situated to serve as VCTC's headquarters.

On January 9, 2015, the Commission approved the Cooperative Agreement with the Ventura County Public Works Agency Engineering Services Department (ESD) to provide Project Management services for the building renovation. One of the first tasks was for ESD and VCTC to select an architectural consultant.

ESD assisted VCTC to facilitate an open competitive procurement process to select the architectural firm for this project. On February 2, 2015, seven local architectural firms were sent a Request for Qualifications and six of them submitted their Statement of Qualifications (SOQ). The SOQ's were reviewed by a selection committee and four were invited to give a presentation and participate in oral interviews. On March 16, 2015 the selection committee interviewed the four architectural firms and selected Kruger Bensen Ziemer Architects, Inc. (Consultant)

The selection committee as noted above consisted of the following three members; the Executive Director of VCTC, the City Manager of Camarillo, and the Deputy Director of ESD.

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Consequently, ESD and Consultant discussed scope of work and negotiated the associated fees. Those have been included in Exhibits A, B, & C of the Consulting Services Agreement. The scope of work has been broken up into 9 different phases with an overall total contract amount of \$406,840.00. The following phases are as follows:

1. Conceptual & Schematic Design
2. Design Development
3. Construction Documents
4. Final Permit
5. Bidding
6. Construction Administration
7. Closeout
8. Survey & Lot Split
9. Reimbursables

ESD recommends the Consultant and requests that the Commission approves the Consulting Services Agreement.

Attachments

Consulting Services Agreement (Separate Attachment)



Item #10

May 1, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: CONTRACT AWARD FOR AMERICANS WITH DISABILITIES ACT (ADA) ELIGIBILITY CERTIFICATION SERVICES

RECOMMENDATION:

- Consider approving either: (1) the Attachment D contract for Americans with Disabilities (ADA) certification services contract for three years with two optional one-year extensions that has been negotiated as per the Commission's direction with Adaride.com LLC, for a three-year cost not to exceed \$277,398; or (2) the Attachment E contract with Mobility Management Partners Inc. that was recommended for approval at the April meeting, for a three-year cost not to exceed \$635,088.

BACKGROUND:

At the last Commission meeting there was an extensive discussion regarding the recommended contract award to Mobility Management Partners (MMP) for ADA certification services, with staff being directed to also negotiate a contract with Adaride.com for possible approval. The primary issue in the discussion was the proposed continued use of in-person eligibility interviews with the possible addition of physical evaluations where appropriate. Staff was directed to negotiate a contract with Adaride.com which had proposed an alternative approach to deemphasize the in-person interviews and emphasize an on-line process. The Commission expressed its desire to consider both proposer contracts at the May meeting, so both have been provided in this item. Staff was requested to come back with additional information to assist in making the decision, including reference comments from agencies currently using Adaride.com's system without in-person evaluations. This summary information is provided in Attachment A. There was also a request to provide the forms currently completed by physicians in advance of the in-person evaluation by the VCTC contractor. These forms, which vary according to the disability indicated by the applicant, are provided in Attachment B.

Currently, the first step in VCTC's ADA certification process is the submittal of an application which includes physician contact information. A form is then sent to the designated physician, requesting additional information. For first-time applicants, after the physician's form is returned there is an in-person evaluation. For renewal applications, the in-person evaluation is only performed if there appears to be chance that the applicant's condition could have improved since the prior evaluation. In-person evaluations may include a cognitive functional evaluation if appropriate.

The Scope of Services in the RFP, which was developed in consultation with the transit operators, called for a process similar to what VCTC currently performs, but with the following changes:

- (1) Initial evaluation of all applications to determine if the in-person evaluation is needed, or if a determination can be made solely on the basis of the written submittals;
- (2) Allowing the confirmation to be submitted by other qualified professional besides medical doctors; and,
- (3) Use of a physical functional evaluation where appropriate.

The RFP also included the following language: "The VCTC welcomes and encourages proposers to demonstrate their expertise in certification programs by submitting proposals for any type of ADA eligibility process, including in-person, telephone, online or any combination of proposed evaluations that best meet the needs of Ventura County... A responsive proposal will identify the recommended process that meets both the mandated ADA eligibility determination requirements and needs of Ventura County." Based on this language, Adaride.com submitted a proposal for an on-line process only, with no in-person evaluations. The other two firms submitted proposals that would carry out the certification process as defined in the RFP.

As was set forth in the last report from the April meeting, based on the inconclusive results of the evaluation panel the two firms under consideration are Adaride.com which submitted the alternate approach, and MMP which was the higher-ranked proposer using the approach contained in the RFP work scope.

Since under the ADA the provision of complementary paratransit service is a responsibility of the fixed-route transit provides, with VCTC in Ventura County providing the certification service on behalf of all of the bus operators, VCTC staff prior to the April meeting had solicited the input of the operators regarding the use of in-person interviews. Based on that input, staff recommended that the contract be awarded to MMP with the continuation of in-person interviews, but with language included in the contract to reorient the interview process to emphasize working with the applicant to obtain information on developing a personalized approach for meeting each person's transportation needs. Thus, the MMP contract provided in last month's agenda, and in Attachment D of this agenda, includes the work scope from the RFP with the additional language regarding changing the interview approach.

The ADA certification program, including the consultant contract, is funded with 80% Federal Transit Administration Section 5307 funds, with a 20% match from Local Transportation Funds.

DISCUSSION:

To summarize the issue, the following is a listing of what staff believes are the Pros and Cons of in-person evaluations:

Pros:

- Arguably fewer unconditional certification approvals, resulting in reduced paratransit service demand and thus significantly lower ADA transportation costs. (Per a recent Transportation Research Board study, in-person interviews with functional assessment typically yield 63% unconditional certifications compared with 88% without in-person interviews.)
- Better opportunity to evaluate how to meet applicant's transportation needs.
- More in keeping with FTA's recommended best practices, as shown in excerpts in Attachment C.

Cons:

- Higher certification contract costs.
- Transit operator cost for transportation to interviews.
- Additional effort for applicants and a longer timeline for the certification process.

Attachment D provides, for the Commission's approval, the contract which staff has negotiated with Adaride. Since Adaride proposed an alternative work approach, as allowed in the RFP, the work scope in this contract is not the RFP Scope of Services, but is instead based on the work scope from Adaride's proposal. This work scope stipulates that Adaride will make its online ADA certification application system along with its central customer call-in center available to Ventura County applicants, and will evaluate the applications using staff in their existing office. The work scope also anticipates that no more than 5 applicants per year will require an in-person evaluation, which Adaride will then provide at locations within Ventura County. The price schedule also provides that additional in-person evaluations can be performed for an additional fee, although the firm has indicated that they do not anticipate more than 5 interviews being required per year.

Attachment G is a letter sent to the Commission and the Executive Director by MMP regarding this issue.

**SUMMARY OF INFORMATION FROM AREAS
NOT USING IN-PERSON EVALUATIONS**

VCTC staff has had phone discussions with staff of the Metropolitan Transit System (MTS) in San Diego, which has been using Adaride.com's on-line system for ten years, and also two transit agencies in smaller areas outside of Southern California (Stockton, CA and Norfolk, VA) that only recently eliminated in-person interviews and switched to Adaride.com's system. Staff also contacted one Adaride reference in Chico, CA that had dropped the contract and switched back to in-person interviews.

The San Diego MTS reference reported complete satisfaction with Adaride.com's service. Areas of satisfaction include the percentages of conditional certifications and denials, the handling of appeals, and the firm's responsiveness. The two smaller agencies both noted that they had not previously been doing functional evaluations, and both individuals felt that the certifications decisions were just as accurate without the in-person interviews that lacked functional evaluations, with significant costs saved by eliminating in-person interviews. However, both individuals opined that they could have more accurate certifications if they did in-person interviews including full functional evaluations, including physical, but they were unable to do so due to cost.

Adaride's proposal said that they provided certification service in Chico but agency staff indicated that the contract had been cancelled. The agency had previously done in-person certifications with in-house and had concerns with the lack of personal attention and so switched back to their old approach.



"ADA Eligibility Survey for Paratransit Services"

"Cognitive"

Mobility Management Partners, Inc.

4036 Adolfo Rd., Camarillo, CA 93012

Phone: 1-888-667-7001

Fax: 1-888-667-7002

Your patient has requested transportation service eligibility under the Americans with Disabilities Act.
Eligibility is based on the applicant's ability to independently perform tasks necessary for riding the city bus.
Your relationship with the applicant will help to clarify his/her ability to use public transportation.

Applicants Name: _____ D.O.B. _____

Disability/Prognosis: _____ Date of Onset: _____

Level of Cognitive ability: Mild _____ Moderate _____ Severe _____

Comments: _____

Please answer the following questions about the applicant:

1. Is the condition temporary? Yes or No If yes, expected recovery date: _____
2. How long has the applicant been your patient? _____
3. When did you last see/treat the applicant? _____
4. Is the applicant taking any medications prescribed by you? _____
5. Would any of these medications affect their ability to use public transportation? Yes _____ No _____
If yes, please explain: _____

Please circle the following answers:

6. Would the applicant be capable of the following?

Judgment/safety skills when traveling alone Waiting at bus stop alone for 10 minutes Calculation of fares

Time schedule/Route comprehension Landmark Recognition Knowing how to ask for help

Comments: _____

7. Does the applicant have any specific behavioral problems? Yes _____ No _____ Unknown _____

8. If applicable, what mobility aids does the applicant use?

None Wheelchair Walker Cane White Cane Crutches Other

9. Is there any additional information regarding this individual that you believe affects his/her ability to use fixed route public transit bus service? If yes, please explain: _____

In order to evaluate individuals for eligibility for Paratransit services under the Americans with Disabilities Act, the Ventura County Transportation Commission requires you to be a licensed physician; licensed under Section 2050 of the California Business and Professional Code. I certify that the above is true and correct.

Physician's name: _____ License number: _____

Phone number: _____ Fax number: _____

Signature: _____ Date: ____/____/____



"ADA Eligibility Survey for Paratransit Services"

"Psychiatric/Mental Health"

Mobility Management Partners, Inc.

4036 Adolfo Rd., Camarillo, CA 93012

Phone: 1-888-667-7001

Fax: 1-888-667-7002

Your patient has requested transportation service eligibility under the Americans with Disabilities Act.
Eligibility is based on the applicant's ability to independently perform tasks necessary for riding the city bus.

Your relationship with the applicant will help to clarify his/her ability to use public transportation.

Applicants Name: _____ D.O.B. _____

Disability/Prognosis:(DSM-IV or other) _____ Date of Onset: _____

Please answer the following questions about the applicant:

1. Is the condition temporary? Yes or No If yes, expected recovery date: _____
2. How long has the applicant been your patient? _____
3. When did you last see or treat the applicant? _____
4. Is the applicant taking any psychotropic, antidepressant, other medications prescribed by you? Yes_____ No____
Comments: _____
5. If applicable, do you deem the applicant compliant in taking their medication? Yes____ No____ Unknown_____
6. Is there anything about the use of the medications that would affect the applicant's ability to use public Transportation? Yes_____ No____. If yes, please explain: _____
7. Have there been any *recent* changes in medication that may *temporarily* affect the applicant's ability to use public transportation? Yes_____ No____. If yes, please explain: _____
8. Does the applicant currently experience either auditory or visual hallucinations? Yes____ No____
If yes, please explain: _____

Please circle the appropriate answers:

Are any of the following affected by his/her disability?

Judgment	Problem Solving	Coping skills	Concentration
Short-term memory	Long-term memory	Orientation	Communication

Is there any additional information regarding this individual that you believe affects his/her ability to use fixed route public transit bus service? If yes, please explain: _____

In order to evaluate individuals for eligibility for Paratransit services under the Americans with Disabilities Act, the Ventura County Transportation Commission requires you to be a licensed physician; licensed under Section 2050 of the California Business and Professional Code. I certify that the above is true and correct.

Physician's name: _____ License number: _____

Phone number: _____ Fax number: _____

Signature: _____ Date: ____/____/____



"ADA Eligibility Survey for Paratransit Services" "VISUAL"

Mobility Management Partners, Inc.

4036 Adolfo Rd., Camarillo, CA 93012

Phone: 1-888-667-7001

Fax: 1-888-667-7002

Your patient has requested transportation service eligibility under the Americans with Disabilities Act.

Eligibility is based on the applicant's ability to independently perform tasks necessary for riding the city bus.

Your relationship with the applicant will help to clarify his/her ability to use public transportation.

Applicants Name: _____ D.O.B. _____

Disability/Prognosis: _____ Date of Onset: _____

Please circle the appropriate answers.

1. Is the condition temporary? Yes or No If yes, expected recovery date: _____
2. How long has the applicant been under your care? _____
3. When did you last see/treat the applicant? _____
4. Please complete information about the applicant's visual acuity:
 - Visual acuity for each eye: Right _____ Left _____
 - Field of Vision for each eye: Right _____ Left _____
 - Visual Acuity with best correction for each eye: Right _____ Left _____
5. Is the applicant able to travel independently? 1/4 mile b. 1/2 mile c. 3/4 mile d. not at all
(Furthest walking, pushing, wheeling or with use of any other mobility device)

Is the applicant able to:

6. Step up and down from a curb without assistance Yes or No
7. Perform activities of daily living without assistance (Example: dressing, bathing etc.) Yes or No
8. Travel to/from origin and destination from the bus stop independently? Yes or No
9. Navigate the public transportation system? Yes or No
(Example: schedule/route comprehension, calculation of fare)
10. What mobility aids does the applicant use?
None Wheelchair Walker Cane White Cane Crutches Other
11. Is there any additional information regarding this individual that you believe affects his/her ability to use fixed route public transit bus service? If yes, please explain

In order to evaluate an individuals eligibility for Paratransit services under the Americans with Disabilities Act, the Ventura County Transportation Commission requires you to be a licensed physician; licensed under Section 2050 of the California Business and Professional Code. I certify that the above is true and correct.

Physician's name: _____ License number: _____

Phone number: _____ Fax number: _____

Signature: _____ Date: ____/____/____



"ADA Eligibility Survey for Paratransit Services"

"Temporary Disability"

Mobility Management Partners, Inc.

4036 Adolfo Rd., Camarillo, CA 93012

Phone: 1-888-667-7001

Fax: 1-888-667-7002

Your patient has requested transportation service eligibility under the Americans with Disabilities Act.
Eligibility is based on the applicant's ability to independently perform tasks necessary for riding the city bus.
Your relationship with the applicant will help to clarify his/her ability to use public transportation.

Applicants Name: _____ D.O.B. _____

Disability/Prognosis: _____ Date of Onset: _____

Please answer the following questions about the applicant:

Is the condition temporary? Yes or No If yes, expected recovery date: _____

How long have you been treating the patient for this condition? _____

When did you last see the applicant for this condition? _____

During the period listed above, will the applicant be able to perform any of the following:

1. Travel independently (Furthest walking, pushing, wheeling or with use of any other mobility device)
a. 1/4 mile b. 1/2 mile c. 3/4 mile d. not at all

2. Step up and down from a curb without assistance

a. Yes b. No

3. Wait at bus stop for 10 minutes without assistance

a. Yes b. No

4. Function normally in varying temperatures (extreme heat or cold)

a. Yes b. No

If NO, please identify limitations: _____

5. Perform activities of daily living without assistance (Example: dressing, bathing etc.)

a. Yes b. No

6. Travel to and from origin and destination from the bus stop independently

a. Yes b. No

If NO, please identify limitations: _____

7. Navigate the public transportation system

(Example: schedule/route comprehension, landmark recognition, calculation of fare)

a. Yes b. No

If NO, please identify limitations: _____

8. What mobility aids will the applicant be using during this time period (if applicable)?

None Wheelchair Walker Cane White Cane Crutches Other

Is there any additional information regarding this individual that you believe will affect his/her ability to use fixed route public transit bus service? If yes, please explain: _____

In order to evaluate individuals for eligibility for Paratransit services under the Americans with Disabilities Act, the Ventura County Transportation Commission requires you to be a licensed physician; licensed under Section 2050 of the California Business and Professional Code. I certify that the above is true and correct.

Physician's name: _____ License number: _____

Phone number: _____ Fax number: _____

Signature: _____ Date: ____/____/____



"ADA Eligibility Survey for Paratransit Services"

"Seizure Disorder"

Mobility Management Partners, Inc.

4036 Adolfo Rd., Camarillo, CA 93012

Phone: 1-888-667-7001

Fax: 1-888-667-7002

Your patient has requested transportation service eligibility under the Americans with Disabilities Act.
Eligibility is based on the applicant's ability to independently perform tasks necessary for riding the city bus.
Your relationship with the applicant will help to clarify his/her ability to use public transportation.

Applicants Name: _____ D.O.B. _____
Disability/Prognosis: _____ Date of Onset: _____

Please answer the following questions about the applicant:

1. Is the condition temporary? Yes or No If yes, expected recovery date: _____
2. How long has the applicant been your patient? _____
3. When did you last see/treat the applicant? _____
4. What type of seizures does the patient experience? _____
5. How often does the patient experience seizures? _____
6. What is the length of time since their last seizure? _____
7. Are the seizures preceded by an aura? Yes _____ No _____ Sometimes _____
8. Is the applicant permitted to drive? Yes _____ No _____
9. Is the applicant taking any medications prescribed by you? _____
10. Would any of these medications affect their physical ability to use public transportation? Yes or No
(Example: traveling to and from bus stop independently, waiting at bus stop)
If yes, please explain: _____
11. Would any of these medications affect their cognitive ability to use public transportation? Yes or No
(Example: schedule/route comprehension, landmark recognition, calculation of fare)
If yes, please explain: _____
13. What mobility aids does the applicant use (if applicable)?
None Wheelchair Walker Cane White Cane Crutches Other
14. Is there any additional information regarding this individual that you believe affects his/her ability to use fixed route public transit bus service? If yes, please explain:

In order to evaluate individuals for eligibility for Paratransit services under the Americans with Disabilities Act, the Ventura County Transportation Commission requires you to be a licensed physician; licensed under Section 2050 of the California Business and Professional Code. I certify that the above is true and correct.

Physician's name: _____ License number: _____

Phone number: _____ Fax number: _____

Signature: _____ Date: ____/____/____

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The following excerpts from FTA’s draft ADA Circular provide FTA’s recommended “best practices” pertaining to the issue of in-person interviews.

Supplementing Paper Applications

FTA notes that many transit agencies find that appropriate determinations of ADA paratransit eligibility, including the application of conditional and trip eligibility, often require more than a paper application. In-person interviews and/or functional assessments may be necessary to determine whether a particular individual can perform the functional tasks needed to use fixed route service independently. Interviews—whether in person or by phone—allow those making eligibility determinations to solicit additional information from applicants as needed. Properly designed and administered assessments can provide independent and objective measures of specific functions related to fixed route transit use. These can be important in determining the abilities of applicants who have never used fixed route transit and who may not be sure of their abilities to use these services.

Assessing Ability to Use Fixed Route Transit

Instead of designing processes that screen individuals for eligibility based on inability to use fixed route services, a good practice is to develop processes that assist individuals in identifying their abilities to maximize use of fixed route services and all available transportation options. To this end, some transit agencies refer to the process as a “transportation assessment” rather than an “ADA paratransit assessment” and incorporate other services into their process. For example, some agencies have co-located travel training and eligibility determination functions, which permits them to provide travel training to applicants who indicate an interest. Other agencies have readily available information about accessible fixed route services or other transportation programs and provide this information to applicants when appropriate.

Avoiding Unreasonable Burdens on Applicants

As discussed in the [Appendix D](#) section on the ADA Paratransit Eligibility Process, the eligibility process cannot be overly burdensome or bureaucratic. Given the nature of ADA paratransit eligibility, an inherent degree of rigor and complexity in the process is often unavoidable, but transit agencies should minimize the burden on applicants. Examples of burdensome process requirements include:

- Requiring applicants to appear in person for interviews on one day and then participate in functional assessments on a different day
- Requiring applicants to appear in person for interviews and/or functional assessments and then make a second trip to another location to have a photo taken for an ID card
- Requesting extraneous or irrelevant information that has no bearing on ADA paratransit eligibility
- Using complex application forms that require applicants to apply for multiple transportation programs or services (e.g., state transportation programs in addition to complementary paratransit)
- Requiring medical documentation unrelated to functional ability to use the fixed route transit service

Effective practices for minimizing administrative burdens include:

- Performing in-person interviews and any needed functional assessments at the same location on the same day
- Taking photos for ID cards during interviews and assessments and then creating and sending IDs to those determined eligible
- Making it optional to apply for other services agencies may offer
- Limiting requests for medical information to only those issues directly related to functional ability to use fixed route transit services

**AGREEMENT
FY 2015-16, FY 2016-17, FY 2017-18**

FOR AMERICANS WITH DISABILITIES ACT CERTIFICATION SERVICES

This agreement ("Agreement") is entered into _____, 2015, by and between Ventura County Transportation Commission, also referred to as "VCTC," and Adaride.com, LLC, referred herein as "Contractor".

RECITALS

WHEREAS, the Ventura County Transportation Commission ("VCTC") issued a Request for Proposals for Americans with Disabilities Act, referred to as "ADA," Certification Services on December 15, 2014, with proposals submitted on February 3, 2015, and has selected Contractor to provide ADA Certification Services; and

WHEREAS, based on the Request for Proposals the ADA Certification Services included in this Agreement will be provided from July 1, 2015 to June 30, 2018, with two optional one-year extensions;

WHEREAS, Contractor will coordinate transition of responsibility from the previous contractor prior to July 1, 2015, such that the Contractor may commence providing the services required herein as of the date of the entering into of this Agreement.

NOW, THEREFORE, VCTC and Contractor hereby agree as follows:

1. STATEMENT OF AGREEMENT

VCTC engages Contractor, and Contractor accepts such engagement, to perform the services on the terms and conditions and for the compensation all as set forth in this Agreement. Contractor warrants that it has the qualifications, experience and facilities to properly perform said services and agrees to undertake and complete the performance for the professional services.

2. DESCRIPTION OF SERVICES

The services to be performed by Contractor are "ADA Certification Services" as described in more detail and set forth in the Scope of Work attached to this Agreement and incorporated herein as Attachment #1.

3. CHANGES IN THE WORK

It shall be understood and agreed by the Contractor that the Executive Director of the VCTC, may, at any time during the progress of this project, decrease the services to be performed by the Contractor and adjust the Agreement cost accordingly based on the rates provided in Attachment #2. Any such change shall not invalidate this Agreement, and the Contractor shall agree to provide the modified services pursuant to this Agreement.

4. COMPENSATION

The total compensation payable to Contractor, by VCTC, for providing ADA Certification Services is not to exceed the annual amounts shown and described in Attachment #2, attached hereto and incorporated herein, for each year of service. The total compensation payable to Contractor by VCTC shall not exceed \$277,398 for the entire 3-year base term of this Agreement as also shown in Attachment #2. Subject to the annual budgets adopted by the VCTC during the term of this Agreement, the total compensation referenced above and reflected in Attachment #2 may, in addition to the change of work authorized in

Section 3, be modified by mutual written agreement of the Executive Director of the VCTC and the authorized representative of Contractor.

The VCTC shall not be obligated to pay Contractor for costs incurred in excess of the amounts shown above and reflected in Attachment #2, as it may be modified from time to time as provided by this Section 4. VCTC will pay Contractor at the rates listed on Attachment #2 as it may be modified from time to time, for the service actually provided, and identified in the Scope of Work.

5. TERM/EXTENSION

Unless terminated earlier pursuant to Section 17 of this Agreement, this Agreement will commence on the Effective Date and will terminate on June 30, 2018. VCTC has the option to extend this Agreement for two (2) additional one-year terms, at the prices specified in Attachment #2. Contractor will assume responsibility from the previous contractor for all ADA Certification Services as of July 1, 2015.

6. PROGRESS AND COMPLETION

Upon written authorization of the VCTC to proceed, the Contractor will begin mobilization to ensure that ADA Certification Services to the public will commence beginning on July 1, 2015.

7. ASSIGNMENT AND SUBCONTRACTING

This Agreement is for the provision and maintenance of specified services and Contractor may not assign or subcontract its rights under this Agreement nor delegate the performance of its duties without VCTC's prior written consent. Contractor, its assigns and subcontractors shall complete all obligations under this Agreement and as set forth in Scope of Work. Any subcontract, assignment or delegation without VCTC's prior written consent shall be void.

8. RELATIONSHIP OF THE PARTIES

Both parties to this Agreement agree that the relationship of the parties shall be that Contractor is an independent contractor and shall represent the will of VCTC only to the subject matter of this Agreement, and VCTC will not specify as to the manner in which the services herein are performed, except as provided in Scope of Work set forth in Attachment #1. Contractor shall have complete control and responsibility over the details and performance of the services herein required to complete this Agreement, and in no event shall Contractor be considered an officer, agent, servant or employee of VCTC.

9. INSURANCE

A. LIABILITY INSURANCE

Before beginning any work under this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work for VCTC. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's Proposal. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s). Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Agreement Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against VCTC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

B. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

General requirements. Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than two million dollars (\$2,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability (CGL) Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability Insurance and Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). No endorsement shall be attached limiting the coverage.

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

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

Additional Insured Status VCTC, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

C. PROFESSIONAL LIABILITY INSURANCE

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

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. VCTC shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under this Agreement.

Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy

D. ALL POLICIES REQUIREMENTS

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

Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish VCTC with complete copies of all policies delivered to Contractor by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to the Contractor beginning work, this shall not waive the Contractor's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.

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

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

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

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

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

Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.

Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Wasting Policy. No insurance policy required by Section 4 shall include a "wasting" policy limit.

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

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

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

Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or terminate this Agreement.

10. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the Ventura County Transportation Commission, Gold Coast Transit, the Camarillo Health Care District, the City of Camarillo, the City of Moorpark, the City of Simi Valley, and the City of Thousand Oaks (the "VCTC Group") from all liability costs, damages, or expenses, including attorneys' fees arising out of or incurred in connection with the Contractor and its employees'/agents' and subcontractors' acts or omissions in the performance of the services provided

pursuant to this agreement, and agrees at its own cost, expense and risk to defend any and all resulting actions, suits, or other legal proceedings brought or instituted against VCTC Group arising out of its performance of the services under this Agreement, and to pay and satisfy any resulting judgments, claims, damages and costs.

The Contractor agrees to defend and pay entire cost of defending any claim or suit whenever or wherever made or brought against the VCTC Group based upon an infringement or alleged infringement of such letters patent, and to indemnify and save harmless the VCTC Group from and against any and all liability, damage, loss or injury adjudged or sustained in any such claim or suit, or adjudged or sustained by reason of the equipment to be furnished hereunder constituting an infringement of any letters patent or adjudged or sustained by reason of inability of the VCTC Group to use said equipment because of any infringement or alleged infringement of any letters patent.

11. 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 VCTC and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Failure by the Contractor to so comply shall constitute a material breach of this Agreement. 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 Agreement.

12. 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 Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement 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 Agreement) pertaining to any matter resulting from this Agreement.

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.

13. DISADVANTAGED BUSINESS PARTICIPATION

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.

14. PAYMENTS TO SUBCONTRACTORS

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 in VCTC's sole discretion.

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 in VCTC's sole discretion.

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.

15. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest, 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 ("DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, ("Regulations"), which are herein incorporated by reference and made a part of this Agreement.

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 Agreement:

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 Agreement 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 work performed under this Agreement. 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.
3. **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 Agreement, 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 Agreement 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 FTA 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 FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

F. SANCTIONS FOR NONCOMPLIANCE:

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

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

16. 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 Agreement 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 Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, 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.

17. TERMINATION

- A. TERMINATION FOR CONVENIENCE** - VCTC, by written notice, may terminate this Agreement, in whole or in part, when it is in VCTC's interest to do so. If this Agreement is terminated, VCTC shall be liable only for payment under the payment provisions of this Agreement for services rendered before the date of termination.
- B. TERMINATION FOR DEFAULT [Breach or Cause]** - If the Contractor fails to perform the services in the manner called for in Agreement, or if the Contractor fails to comply with any other provisions of the Agreement, VCTC may terminate this Agreement for default. Termination shall be effective upon serving notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Agreement price for services performed in accordance with the manner of performance set forth in the Agreement prior to termination.

If it is later determined by VCTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, VCTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- C. 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 ten (10) days 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 Agreement within ten (10) days after receipt by Contractor of written notice from VCTC setting forth the nature of said breach or default, VCTC shall have the right to terminate the Agreement 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.

- D. 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 Agreement, 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 Agreement. Any such waiver by VCTC must be in writing.

18. 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 debarred, 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. _____ ("subcontractor") certifies, by submission of its proposal to _____ ("Contractor"), that neither it nor its "principals" (as defined in 49 CFR 29.105(p)1 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.

19. 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 Agreement. Upon execution of this Agreement, 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 Agreement or the FTA assisted project for which this work under this Agreement 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 Agreement 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.

20. 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 4220.1F, dated November 1, 2008 as it may be amended from time to time, are hereby incorporated in this Agreement by 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 Agreement. 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.

21. 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.

22. 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 Agreement, 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 Agreement.

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 Agreement.

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.).

D. 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.

23. BREACHES AND DISPUTE RESOLUTION PROCEDURE

- A. Disputes** - Disputes arising in the performance of this Agreement 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 decision of the VCTC shall be binding upon the Contractor and the Contractor shall abide by the decision.
- B. Performance During Dispute** - Unless otherwise directed by VCTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.
- C. Claims for Damages** - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- D. Remedies** - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the VCTC and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.
- E. Rights and Remedies** - The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the VCTC, Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- F. Liquidated Damages**

Liquidated Damages Due to Contractor Vacancy

As described in the Scope of Work, due to the key role played by the Project manager in the successful discharge of this Agreement and the potential damage resulting from the vacancy in this position, the Contractor shall be charged \$5,000 per month for each month the Project Manager position is vacant beyond 30 calendar days. Although a new Project manager must receive prior approval from VCTC, it will be the responsibility of the Contractor to provide a Project manager acceptable to VCTC within a 30-day time frame. Both VCTC and the Contractor will work cooperatively to assure that all reasonable and feasible steps are taken to fill this position in the event of a vacancy.

Before assessing this penalty, VCTC will use the following procedure:

- VCTC will notify the Contractor of its intent to assess a penalty;
- The Contractor will be given an opportunity to demonstrate that the Contractor could not reasonably have prevented the failure;

- Failures caused by actions of VCTC staff, natural disasters, or extreme and unusual weather or traffic conditions will be considered nonpreventable;
- Any such claim must be supported by adequate documentation;
- If VCTC determines that the failure was not preventable, then the penalty will be waived.

VCTC's decision to waive the assessment of any penalty will in no way affect VCTC's right to assess a penalty for a similar failure in the future and will in no way affect the Contractor's obligation to meet the associated performance standard.

Continued nonperformance of the Contractor and/or serious violation of service standards may result in assessment of penalties up to and including termination of the Agreement.

Liquidated Damages Due to Lack of Timely Response

The Contractor must complete its processing of applications in a timely manner to meet ADA requirements. ADA requires that an eligibility determination must be mailed to the applicant within twenty-one (21) calendar days of the completed application. Failure to meet this requirement will result in an assessment by VCTC of a penalty on the Contractor of \$400.00 per instance of non-compliance.

Before assessing this penalty, VCTC will use the following procedure:

- VCTC will notify the Contractor of its intent to assess a penalty;
- The Contractor will be given an opportunity to demonstrate that the Contractor could not reasonably have prevented the failure;
- Failures caused by actions of VCTC staff, natural disasters, or extreme and unusual weather or traffic conditions will be considered not preventable;
- Any such claim must be supported by adequate documentation;
- If VCTC determines that the failure was not preventable, then the penalty will be waived.

VCTC's decision to waive the assessment of any penalty will in no way affect VCTC's right to assess a penalty for a similar failure in the future and will in no way affect the Contractor's obligation to meet the associated performance standard.

Continued nonperformance of the Contractor and/or serious violation of service standards may result in assessment of penalties up to and including termination of the Agreement.

24. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

25. CARGO PREFERENCE

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Agreement to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

26. NOTICES

A. TO THE VCTC

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

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

B. TO THE CONTRACTOR

All notices to Contractor under this Agreement shall be in writing and sent to:

Arthur Hulscher
President & CEO
Adaride.com LLC
6151 W. Century Blvd., Suite 304
Los Angeles, CA 90045

27. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE

A. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes all agreements and understandings related to this work. Each party to this Agreement acknowledges that no representation, 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 or in the above-incorporated document, and that any other agreement, statement or promises not contained in this Agreement shall not be valid or binding.

B. MODIFICATIONS

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

28. GOVERNING LAW

This Agreement shall be governed by and in accordance with the laws of the State of California and the United States of America.

29. INVOICING

The Contractor shall submit invoices to the VCTC within five (5) working days after the end of each month for services rendered during the reporting period. Invoices shall be prepared in such a form and supported by such documentation as may be required by VCTC to establish that the amounts are allowable. Payment to Contractor shall be made within thirty (30) days after receipt of an acceptable invoice. All invoices shall be addressed as follows:

Executive Director
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

SIIGNATURES

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

VCTC:

**VENTURA COUNTY TRANSPORTATION
COMMISSION**

By _____
PETER FOY, Chairperson

CONTRACTOR:

By _____
Adaride.com LLC

ATTEST:

Clerk
Ventura County Transportation Commission

APPROVED AS TO FORM:

Steven T. Mattas , General Counsel
Ventura County Transportation Commission

APPROVED AS TO CONTENT:

Darren M. Kettle, Executive Director
Ventura County Transportation Commission

Attachment #1

SCOPE OF WORK



ONLINE PARATRANSIT ELIGIBILITY SCOPE OF WORK

OVERVIEW

Adaride.com provides **experienced healthcare professionals** (M.D., PhD, PT, OT, MSW, ETC.) who have been **properly trained** to conduct paratransit evaluations and use the functional criteria identified in the CFR 49. The process is accessible, accurate and efficient while meeting the ADA and FTA guidelines. The process will include professional verification by an applicant's treating healthcare professional as part of the application process. The application process is accessible via the World Wide Web allowing an applicant and their treating healthcare professional to conduct the entire application process online. Applicants will be able to have the applications mailed out on paper and do not need a computer to apply. The goal is to make the eligibility process very accurate, cost effective and least burdensome on VCTC customers. The following paragraphs spell out the scope of work

CUSTOMER SERVICES

1. TOLL FREE HELPLINE

Adaride will provide a toll free telephone line for application requests and assistance throughout the process. The support line is **Bilingual Spanish** and available during business hours (8am to 4pm). Healthcare professionals participating in the verification process must be able to receive customer support on the same toll free support line, including web demonstrations of online process.

2. MAINTAIN A FAX LINE

Both applicants and professionals can FAX forms, 24/7, to our secure location.

3. MAIL FULFILLMENT

Customers requesting applications will have them mailed out by Adaride. Adaride will ensure that the mailing dates will be tracked by the database. Duplicates will also be mailed and tracked as needed. Postage per package will be included in the total cost.

Notification letters, including a transit information requested by VCTC (must fit in standard size envelope), will be the responsibility of Adaride to be mailed out. The cost per notification package is

factored into the total cost per complete / incomplete evaluation. Transit information is the responsibility of VCTC to replicate and provide for Adaride.

Recertification letters will also be mailed out at (designated time frame e.g. 90 days) before the applicant's expiration date. This letter will instruct the applicant to call the toll free number or go online to begin their recertification process. Once contracted by the recertifying applicant (or representative), the new application package will be mailed out.

Adaride shall include in the eligibility mail notification an ADA eligibility card fabricated by Adaride, containing VCTC's logo to be provided electronically by VCTC.

4. SUPPORT SERVICES

Adaride will track all applications for completion. Applications that are incomplete after (designated timeframe – e.g. 90 days) will receive a **follow-up phone call** for assistance. Adaride will track all phone communications in the client's history and make them available for review online.

Adaride customer service representatives will also be available to assist applicants and their advocates (healthcare professionals / family members / guardians) on completing the process. This includes **web demonstrations** for completing the applications online.

Upon VCTC's request Adaride will customize VCTC's profile to deliver specific messages for specific zip codes via the "notes" function. Therefore the customer service representatives (CSR) can give specific messages to clients in specific services areas (assuming they are defined by zip codes). Assuming some agencies share a zip code, the message can contain both agencies unique message (e.g. contact numbers, age restrictions, etc). This information will include the availability of Senior Dial-a-Ride service and its age requirement, so that customers can be helped to determine if an ADA certification is needed or helpful for the intended trips, given the availability of various paratransit services in Ventura County that are available to the general public or to seniors within limited service areas. Should an ADA certification not be needed for the intended trips, the customer should be encouraged, but not required, to forgo the ADA application and certification process.

5. MAINTAIN A TTY PHONE LINE

Adaride will maintain a TTY phone line available during business hours.

ELIGIBILITY EVALUATIONS

1. PROFESSIONAL STAFFING

Adaride will ensure that paratransit evaluations are conducted. The paratransit evaluations will be conducted by mix of the following professionals physical therapists, occupational therapists, medical doctors, orientation and mobility specialists, masters level social workers, and experienced paratransit evaluators of three years or more.

2. MATCHED STAFFING

Adaride will ensure that the applicant's disability will be matched to the appropriate professional for evaluations. For example, if an applicant's sole disability is solely blindness, they will be evaluated by an orientation and mobility specialist; if there disability is mental illness, they will be routed to an appropriate mental health professional.

3. TIMEFRAMES

Adaride will ensure that evaluations will be conducted within the FTA guideline of 21 days upon a completed application.

4. TRAVEL TRAINING EVALUATION

As part of the evaluation, Adaride shall consider the suitability of the applicant for the Ventura County Travel Training Program. Applicants may be provided with informational material on this program as is appropriate.

APPEALS

1. PROVIDE / TRAIN LOCAL STAFF FOR CONDUCTING IN-PERSON FUNCTIONAL ASSESSMENTS

Adaride will provide a locally trained professional to conduct appeals and in-person assessments "as needed." An example of "as-needed" would be when an individual is unable to find any "accepted" healthcare professional to verify the applicant's abilities and disability(s, or when an individual requests an in-person meeting). VCTC will provide existing space within the agencies infrastructure (old, new, proposed) to provide a realistic transit setting for the in-person assessment. Adaride's Functional Assessment will be used for VCTC insuring accurate and consistent appeals for many years to come. Adaride will ensure that paratransit eligibility appeals will be conducted and all actions taken within the 60 day guideline established by the FTA Regulations. Adaride will provide a monthly placeholder date for in-person assessments to be conducted at the designated VCTC location. In the unlikely event that the volume of in person assessments is greater than the allotted monthly dates, a cost per in-person evaluation will be according to the Attachment #2 Compensation Schedule.

DATA DISTRIBUTION

1. WEB ACCESSIBLE FILE STORAGE AND RETRIEVAL

Adaride will ensure that the applicant's file, verification form(s), notification letters, contact history and rider profiles, will be stored and accessible online by VCTC staff. VCTC staff can download the entire client file along with the entire active database via Adaride's website.

2. DIGITAL DOWNLOAD OF DAILY RIDER PROFILES

Adaride will ensure that all updates to the client records (address changes / recertifications / expirations, etc.) will be downloadable by the Ride Provider on a daily basis. Any changes to this "Rider

Profile” information are tracked and reported on as they change in an effort to keep the service providers database in sync with Adaride’s database. This file is available digitally as well for automated importing into scheduling software. The certification information will be made available not only to VCTC but also to the other Ventura County paratransit operators, namely Gold Coast Transit, Simi Valley Transit, Thousand Oaks Transit, and Moorpark Bus. The contract shall provide a protocol for approval by VCTC with feedback from the paratransit providers for electronic certification information communication with the providers. The digital download includes:

- **Eligibility category**
- **Pick up address**
- **Mailing address**
- **Phone numbers**
- **Emergency Contact information**
- **Mobility device**
- **PCA status**
- **Status of rider, active, deceased, inactive**
- **Expiration Date**

3. STATISTICAL REPORTING

On demand statistical reports will be available to VCTC staff via the web interface.

RECERTIFICATION

1. MANAGE CURRENT RIDER DATABASE

Adaride will import VCTC legacy database prior to implementation. The import will include “cleaning” of the data e.g. removal of duplicates, deleting expired files, correcting addresses, importing the riders (creating a unique rider ID), and testing for data accuracy. VCTC will provide an Excel spreadsheet in the specified format. Then, if available, a VCTC staff member will assist Adaride in providing missing information to complete rider files. There is a one-time import fee and the entire import process shall take no longer than 30 days.

Adaride will manage the recertifications for all expiring customers by notification letters. These letters will be automatically produced and mailed out for VCTC at no additional cost.

2. RECERTIFICATION NOTIFICATIONS

Adaride will be responsible for mailing out the recertification notification letters to customers reporting on their expiration dates 60-90 days before expiration. These letters will have instructions on how to reapply.

3. AUTOMATIC RECERTIFICATION

Some paratransit customers have such debilitating conditions that are either unlikely to improve or so progressive that using a bus will not be a possibility in the future. These customers will be granted “automatic recertification” (autorecert). Adaride will grant autorecert status to those customers who fall under this category.

ONLINE FUNCTIONALITY

The online paratransit eligibility website provides the ability for the general public to log onto the website and apply for service. It will also allow their healthcare professional to provide the verification information online. Further, authorized VCTC staff will have the functionality to review the case history and eligibility determination. Adaride is accessible and available to work with screen reading software for people with visual impairments (e.g. JAWS).

VCTC will also be issued Adaride’s toll free customer service phone line that will allow applicants to call and request that the application package be mailed to them. Adaride will receive the paperwork, track it and upload it into the applicant file for review. Adaride.com automates the following functions:

- Application form automation, which includes development of a web-based application form to be filled out by an applicant seeking eligibility. The application will be customized to meet VCTC specifications.
- Once submitted, the form shall be reviewed by appropriate professionals; who include a Medical Doctor, Physical Therapist, Occupational Therapist, Clinical Social Worker, and Orientation and Mobility Specialists.
- Adaride produces a digital format of client information (Rider Profile) that can be imported into scheduling software. It also produces a hard copy of the profile information.
- Proactive eligibility expiration notification, which will include those determined for automatic recertification, no less than one-month prior to the expiration date.
- The forms allow a potential client to create a user profile with a valid login and password. The applicant will be able to access the application multiple times (after entering a valid login and password) and complete it as long as the application is not yet submitted. The applicant will be notified of the application ID & password for their healthcare professional on the final screen of application submission. The following list provides a sample of information that is typically included in such application forms:

- **Name**
 - **Street Address**
 - **Day and evening phones**
 - **Emergency Contact**
 - **Disability conditions**
 - **Disability type (e.g., short term or permanent);**
 - **If short term disability then what is the expected duration of the eligibility**
 - **Checklist of mobility aids used**
 - **Need of a personal care attendant**
- The eligibility database will be maintained for all persons applying for paratransit service in order to track the flow of the eligibility determination process. The process workflow will be tracked by the system such that an applicant will be able to check the status of the application at any time including the approval and rejection status.
 - If an application is rejected by designated staff after review (e.g., due to an incomplete form) the web-based process will allow the applicant to complete the application and resubmit after entering a valid login and password.
 - In addition to a fully automated application process, the software shall allow Adaride staff to manually enter information from paper-based application forms (received through conventional media such as mail and fax) into the system.
 - Adaride tracks all phone calls for service and tracks any notes from that phone call.
 - Adaride stores any additional forms, certificates or documents mailed/emailed/faxed by the applicant or related individual (e.g., physician). These additional documents are scanned into Adaride and linked to the applicant's record in the database.
 - Adaride tracks the need for information to be provided in alternative formats (Braille, Large Print, Audio CD)
 - The applicant's status is posted on the website. Additionally, Adaride generates a letter stating the final decision on the application and the letter will be mailed out to the applicant's mailing address.
 - The system must be able to provide at least the following reports and alerts:

- **Details of all submitted applications;**
- **List and count of applications submitted by disability type;**
- **Count of applicants that are incomplete;**
- **Report the average number of days for processing;**
- **Approved candidates by eligibility type (“unconditional,” “conditional” and “temporary”) and whether they are new or recertified customers**
- Adaride allows applicants to appeal their initial determination. The system tracks the appeal process and allows for a new determination to be made. An additional letter is produced that notifies the client of their appeal results.
- Adaride produces monthly invoices tracking all of the pertinent information including eligibility statistics.

TIMELINE

Adaride will have our website completely configured for all turnkey services by the July 1, 2015 start of this contract. After Adaride works closely to clean the existing rider database with VCTC (proper names, DOB, expiration dates, etc) a customization period will take place. The customization period establishes VCTC’s profile and requires the following information:

- Zip Codes of service area
- Establish application and verification questions
- Establish notification letter language
- Establish contact information for Ride Provider and VCTC staff.
- Establish logo and eligibility categories

Adaride will work closely with VCTC staff during the customization period to insure proper start dates and program parameters. Once the VCTC profile is established, Adaride’s system will remain customizable and “on-the-fly” updates can take place at any time.

TRANSITION

Upon contract completion, Adaride must cooperatively participate in the transition of this service to a new contractor if necessary. No less than ninety (90) days prior to a new contractor starting, participation is necessary in (1) meetings; and (2) transfer of records. Adaride shall participate in the smooth transition of certification services to a new contractor, in such a manner, and to ensure the transition results in minimal disruption to the processing and completion of certification determinations. During the transition phase, VCTC staff will conduct several meetings with Adaride and new contractors to discuss specific certification procedures, administration, records and the time frame

in which the transition must occur. As requested by VCTC, Adaride must make pertinent records accessible to both VCTC and the new contractor within three (3) days of VCTC's request.

2429078.1

Attachment #2

COMPENSATION

Pursuant to Section 4 of the Agreement, the maximum compensation payable to CONTRACTOR for providing the service described in this agreement shall be as follows:

Year	Monthly	Annual Not to Exceed
07/01/2015 to 06/30/2016	\$5,133.33	\$61,600
07/01/2016 to 06/30/2017	\$5,287.33	\$63,448
07/01/2017 to 06/30/2018	\$5,446.00	\$65,352
07/01/2018 to 06/30/2019	\$5,609.38	\$67,312
07/01/2019 to 06/30/2020	\$5,777.57	\$69,331

One time legacy database import fee of \$3,700 due during the time of implementation.

IN-PERSON ASSESSMENTS CHARGE WHEN >FIVE ANNUALLY IS \$95.00 PER ASSESSMENT FOR THE ENTIRE BASE PERIOD OF THREE YEARS.

IN-PERSON ASSESSMENTS CHARGE WHEN >FIVE ANNUALLY IS \$99.00 PER ASSESSMENT FOR THE TWO OPTION YEARS.

In the event of Adaride evaluating fewer than 700 evaluations:

Year	Monthly	Annual Not to Exceed
07/01/2015 to 06/30/2016	\$4,485.25	\$53,823
07/01/2016 to 06/30/2017	\$4,619.83	\$55,438
07/01/2017 to 06/30/2018	\$4,758.42	\$57,101
07/01/2018 to 06/30/2019	\$4,901.17	\$58,814
07/01/2019 to 06/30/2020	\$5,028.17	\$60,578

In the event of Adaride evaluating 851 to 950:

Year	Monthly	Annual Not to Exceed
07/01/2015 to 06/30/2016	\$5,775.00	\$69,300
07/01/2016 to 06/30/2017	\$5,948.25	\$71,379
07/01/2017 to 06/30/2018	\$6,126.66	\$73,520
07/01/2018 to 06/30/2019	\$6,310.05	\$75,726
07/01/2019 to 06/30/2020	\$6,499.75	\$77,997

In the event of Adaride evaluating 951 to 1,050:

Year	Monthly	Annual Not to Exceed
07/01/2015 to 06/30/2016	\$6,416.66	\$77,000
07/01/2016 to 06/30/2017	\$6,609.17	\$79,310
07/01/2017 to 06/30/2018	\$6,807.44	\$81,689
07/01/2018 to 06/30/2019	\$7,011.70	\$84,140
07/01/2019 to 06/30/2020	\$7,222.00	\$86,664

In the event of Adaride evaluating 1,051 to 1,250:

Year	Monthly	Annual Not to Exceed
07/01/2015 to 06/30/2016	\$7,379.17	\$88,550
07/01/2016 to 06/30/2017	\$7,600.54	\$91,206
07/01/2017 to 06/30/2018	\$7,828.52	\$93,942
07/01/2018 to 06/30/2019	\$8,063.00	\$96,760
07/01/2019 to 06/30/2020	\$8,305.17	\$99,662

ATTACHMENT F

AGREEMENT FY 2015-16, FY 2016-17, FY 2017-18

FOR AMERICANS WITH DISABILITIES ACT CERTIFICATION SERVICES

This agreement ("Agreement") is entered into _____, 2015, by and between Ventura County Transportation Commission, also referred to as "VCTC," and Mobility Management Partners, Inc. referred herein as "Contractor".

RECITALS

WHEREAS, the Ventura County Transportation Commission ("VCTC") issued a Request for Proposals for Americans with Disabilities Act, referred to as "ADA," Certification Services on December 15, 2014, with proposals submitted on February 3, 2015, and has selected Contractor to provide ADA Certification Services; and

WHEREAS, based on the Request for Proposals the ADA Certification Services included in this Agreement will be provided from July 1, 2015 to June 30, 2018, with two optional one-year extensions;

WHEREAS, Contractor will coordinate transition of responsibility from the previous contractor prior to July 1, 2015, such that the Contractor may commence providing the services required herein as of the date of the entering into of this Agreement.

NOW, THEREFORE, VCTC and Contractor hereby agree as follows:

1. STATEMENT OF AGREEMENT

VCTC engages Contractor, and Contractor accepts such engagement, to perform the services on the terms and conditions and for the compensation all as set forth in this Agreement. Contractor warrants that it has the qualifications, experience and facilities to properly perform said services and agrees to undertake and complete the performance for the professional services.

2. DESCRIPTION OF SERVICES

The services to be performed by Contractor are "ADA Certification Services" as described in more detail and set forth in the Scope of Work attached to this Agreement and incorporated herein as Attachment #1. By reference, the services as outlined in the associated Request for Proposals and Contractor's proposal to provide this service are also made a part of this Agreement. In the event of a disagreement between the Contractor's proposal and either the Scope of Work, VCTC's Request for Proposals or the main body of this Agreement, the Scope of Work, VCTC's Request for Proposals and the main body of this Agreement shall prevail over the Contractor's proposal.

3. CHANGES IN THE WORK

It shall be understood and agreed by the Contractor that the Executive Director of the VCTC, may, at any time during the progress of this project, decrease the services to be performed by the Contractor and adjust the Agreement cost accordingly based on the rates provided in Attachment #2. Any such change shall not invalidate this Agreement, and the Contractor shall agree to provide the modified services pursuant to this Agreement.

4. COMPENSATION

The total compensation payable to Contractor, by VCTC, for providing ADA Certification Services is not to exceed the annual amounts shown and described in Attachment #2, attached hereto and incorporated herein, for each year of service. The total compensation payable to Contractor by VCTC shall not exceed \$635,088 for the entire 3-year base term of this Agreement as also shown in Attachment #2. Subject to the annual budgets adopted by the VCTC during the term of this Agreement, the total compensation referenced above and reflected in Attachment #2 may, in addition to the change of work authorized in Section 3, be modified by mutual written agreement of the Executive Director of the VCTC and the authorized representative of Contractor.

The VCTC shall not be obligated to pay Contractor for costs incurred in excess of the amounts shown above and reflected in Attachment #2, as it may be modified from time to time as provided by this Section 4. VCTC will pay Contractor at the rates listed on Attachment #2 as it may be modified from time to time, for the service actually provided, and identified in the Scope of Work.

5. TERM/EXTENSION

Unless terminated earlier pursuant to Section 17 of this Agreement, this Agreement will commence on the Effective Date and will terminate on June 30, 2018. VCTC has the option to extend this Agreement for two (2) additional one-year terms, at the prices specified in Attachment #2. Contractor will assume responsibility from the previous contractor for all ADA Certification Services as of July 1, 2015.

6. PROGRESS AND COMPLETION

Upon written authorization of the VCTC to proceed, the Contractor will begin mobilization to ensure that ADA Certification Services to the public will commence beginning on July 1, 2015.

7. ASSIGNMENT AND SUBCONTRACTING

This Agreement is for the provision and maintenance of specified services and Contractor may not assign or subcontract its rights under this Agreement nor delegate the performance of its duties without VCTC's prior written consent. Contractor, its assigns and subcontractors shall complete all obligations under this Agreement and as set forth in Scope of Work. Any subcontract, assignment or delegation without VCTC's prior written consent shall be void.

8. RELATIONSHIP OF THE PARTIES

Both parties to this Agreement agree that the relationship of the parties shall be that Contractor is an independent contractor and shall represent the will of VCTC only to the subject matter of this Agreement, and VCTC will not specify as to the manner in which the services herein are performed, except as provided in Scope of Work set forth in Attachment #1. Contractor shall have complete control and responsibility over the details and performance of the services herein required to complete this Agreement, and in no event shall Contractor be considered an officer, agent, servant or employee of VCTC.

9. INSURANCE

A. LIABILITY INSURANCE

Before beginning any work under this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work for VCTC. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's Proposal. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s). Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Agreement Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against VCTC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

B. COMMERICAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

General requirements. Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than two million dollars (\$2,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability (CGL) Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability Insurance and Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). No endorsement shall be attached limiting the coverage.

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

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

Additional Insured Status VCTC, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

C. PROFESSIONAL LIABILITY INSURANCE

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

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. VCTC shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under this Agreement.

Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy

D. ALL POLICIES REQUIREMENTS

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

Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish VCTC with complete copies of all policies delivered to Contractor by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC

does not receive the required insurance documents prior to the Contractor beginning work, this shall not waive the Contractor's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.

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

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

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

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

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

Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.

Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

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

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

Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or terminate this Agreement.

10. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the Ventura County Transportation Commission, Gold Coast Transit, the Camarillo Health Care District, the City of Camarillo, the City of Moorpark, the City of Simi Valley, and the City of Thousand Oaks (the “VCTC Group”) from all liability costs, damages, or expenses, including attorneys’ fees arising out of or incurred in connection with the Contractor and its employees’/agents’ and subcontractors’ acts or omissions in the performance of the services provided pursuant to this agreement, and agrees at its own cost, expense and risk to defend any and all resulting actions, suits, or other legal proceedings brought or instituted against VCTC Group arising out of its performance of the services under this Agreement, and to pay and satisfy any resulting judgments, claims, damages and costs.

The Contractor agrees to defend and pay entire cost of defending any claim or suit whenever or wherever made or brought against the VCTC Group based upon an infringement or alleged infringement of such letters patent, and to indemnify and save harmless the VCTC Group from and against any and all liability, damage, loss or injury adjudged or sustained in any such claim or suit, or adjudged or sustained by reason of the equipment to be furnished hereunder constituting an infringement of any letters patent or adjudged or sustained by reason of inability of the VCTC Group to use said equipment because of any infringement or alleged infringement of any letters patent.

11. 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 VCTC and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Failure by the Contractor to so comply shall constitute a material breach of this Agreement. 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 Agreement.

12. 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 Agreement, absent the express

written consent by the Federal Government, the Federal Government is not a party to this Agreement 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 Agreement) pertaining to any matter resulting from this Agreement.

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.

13. DISADVANTAGED BUSINESS PARTICIPATION

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.

14. PAYMENTS TO SUBCONTRACTORS

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 in VCTC's sole discretion.

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 in VCTC's sole discretion.

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.

15. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest, 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 ("DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, ("Regulations"), which are herein incorporated by reference and made a part of this Agreement.

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 Agreement:

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 Agreement 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 work performed under this Agreement. 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.
3. **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 Agreement, 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 Agreement 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 FTA 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 FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

F. SANCTIONS FOR NONCOMPLIANCE:

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

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

16. 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 Agreement 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 Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, 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.

17. TERMINATION

- A. TERMINATION FOR CONVENIENCE** - VCTC, by written notice, may terminate this Agreement, in whole or in part, when it is in VCTC's interest to do so. If this Agreement is terminated, VCTC shall be liable only for payment under the payment provisions of this Agreement for services rendered before the date of termination.
- B. TERMINATION FOR DEFAULT [Breach or Cause]** - If the Contractor fails to perform the services in the manner called for in Agreement, or if the Contractor fails to comply with any other provisions of the Agreement, VCTC may terminate this Agreement for default. Termination shall be effective upon serving notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Agreement price for services performed in accordance with the manner of performance set forth in the Agreement prior to termination.

If it is later determined by VCTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, VCTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- C. 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 ten (10) days 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 Agreement within ten (10) days after receipt by Contractor of written notice from VCTC setting forth the nature of said breach or default, VCTC shall have the right to terminate the Agreement 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.

- D. 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 Agreement, 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 Agreement. Any such waiver by VCTC must be in writing.

18. 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 disqualified, 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. _____ ("subcontractor") certifies, by submission of its proposal to _____ ("Contractor"), that neither it nor its "principals" (as defined in 49 CFR 29.105(p)1 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.

19. 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 Agreement. Upon execution of this Agreement, 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 Agreement or the FTA assisted project for which this work under this Agreement 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 Agreement 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.

20. 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 4220.1F, dated November 1, 2008 as it may be amended from time to time, are hereby incorporated in this Agreement by 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 Agreement. 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.

21. 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.

22. 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 Agreement, 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 Agreement.

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 Agreement.

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.).

D. 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.

23. BREACHES AND DISPUTE RESOLUTION PROCEDURE

A. Disputes - Disputes arising in the performance of this Agreement 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 decision of the VCTC shall be binding upon the Contractor and the Contractor shall abide by the decision.

B. Performance During Dispute - Unless otherwise directed by VCTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

C. Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others

for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

D. Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the VCTC and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

E. Rights and Remedies - The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the VCTC, Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

F. Liquidated Damages

Liquidated Damages Due to Contractor Vacancy

As described in the Scope of Work, due to the key role played by the Project manager in the successful discharge of this Agreement and the potential damage resulting from the vacancy in this position, the Contractor shall be charged \$5,000 per month for each month the Project Manager position is vacant beyond 30 calendar days. Although a new Project manager must receive prior approval from VCTC, it will be the responsibility of the Contractor to provide a Project manager acceptable to VCTC within a 30-day time frame. Both VCTC and the Contractor will work cooperatively to assure that all reasonable and feasible steps are taken to fill this position in the event of a vacancy.

Before assessing this penalty, VCTC will use the following procedure:

- VCTC will notify the Contractor of its intent to assess a penalty;
- The Contractor will be given an opportunity to demonstrate that the Contractor could not reasonably have prevented the failure;
- Failures caused by actions of VCTC staff, natural disasters, or extreme and unusual weather or traffic conditions will be considered nonpreventable;
- Any such claim must be supported by adequate documentation;
- If VCTC determines that the failure was not preventable, then the penalty will be waived.

VCTC's decision to waive the assessment of any penalty will in no way affect VCTC's right to assess a penalty for a similar failure in the future and will in no way affect the Contractor's obligation to meet the associated performance standard.

Continued nonperformance of the Contractor and/or serious violation of service standards may result in assessment of penalties up to and including termination of the Agreement.

Liquidated Damages Due to Lack of Timely Response

The Contractor must complete its processing of applications in a timely manner to meet ADA requirements. ADA requires that an eligibility determination must be mailed to the applicant within twenty-one (21) calendar days of the completed application. Failure to meet this requirement will result in an assessment by VCTC of a penalty on the Contractor of \$400.00 per instance of non-compliance.

Before assessing this penalty, VCTC will use the following procedure:

- VCTC will notify the Contractor of its intent to assess a penalty;
- The Contractor will be given an opportunity to demonstrate that the Contractor could not reasonably have prevented the failure;
- Failures caused by actions of VCTC staff, natural disasters, or extreme and unusual weather or traffic conditions will be considered not preventable;
- Any such claim must be supported by adequate documentation;
- If VCTC determines that the failure was not preventable, then the penalty will be waived.

VCTC's decision to waive the assessment of any penalty will in no way affect VCTC's right to assess a penalty for a similar failure in the future and will in no way affect the Contractor's obligation to meet the associated performance standard.

Continued nonperformance of the Contractor and/or serious violation of service standards may result in assessment of penalties up to and including termination of the Agreement.

24. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

25. CARGO PREFERENCE

The contractor agrees:

- to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Agreement to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.)
- to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

26. NOTICES

A. TO THE VCTC

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

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

B. TO THE CONTRACTOR

All notices to Contractor under this Agreement shall be in writing and sent to:

Michael D. Culver
Director of Operations
Mobility Management Partners, Inc.
4036 Adolfo Road
Camarillo, CA 93012

27. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE

A. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes all agreements and understandings related to this work. Each party to this Agreement acknowledges that no representation, 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 or in the above-incorporated document, and that any other agreement, statement or promises not contained in this Agreement shall not be valid or binding.

B. MODIFICATIONS

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

28. GOVERNING LAW

This Agreement shall be governed by and in accordance with the laws of the State of California and the United States of America.

29. INVOICING

The Contractor shall submit invoices to the VCTC within five (5) working days after the end of each month for services rendered during the reporting period. Invoices shall be prepared in such a form and

supported by such documentation as may be required by VCTC to establish that the amounts are allowable. Payment to Contractor shall be made within thirty (30) days after receipt of an acceptable invoice. All invoices shall be addressed as follows:

Executive Director
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

30. SIGNATURES

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

VCTC:

**VENTURA COUNTY TRANSPORTATION
COMMISSION**

By _____
PETER FOY, Chairperson

CONTRACTOR:

By _____
MOBILITY MANAGEMENT PARTNERS, INC.

ATTEST:

Clerk
Ventura County Transportation Commission

APPROVED AS TO FORM:

Steven T. Mattas , General Counsel
Ventura County Transportation Commission

APPROVED AS TO CONTENT:

Darren M. Kettle, Executive Director
Ventura County Transportation Commission

Attachment #1

SCOPE OF WORK

1. MANAGEMENT OF OPERATIONS

Project Manager

The Contractor shall provide a Project Manager who shall be responsible for and oversee day-to-day operations of the ADA certification program under direction of VCTC. The Project Manager shall not be replaced without prior permission from VCTC.

The Project Manager shall maintain consistent and sufficient contact with VCTC's Programming Director (VCTC). The Project Manager must be knowledgeable about ADA rules, regulations, and compliance regarding eligibility and certification. The Project Manager is responsible for the recruitment, hiring, and training of appropriate staff to satisfy the requirements of this Scope of Services. The Project Manager will recommend to VCTC and the operators improvements to the ADA eligibility certification process as determined to be advisable. This communication shall establish a working partnership to ensure that VCTC's ADA eligibility certification process works effectively and efficiently to the benefit of the ADA applicants and from the perspective of VCTC, the transit operators, and the Contractor.

The Project Manager shall demonstrate, by decision and action, competency in all aspects of VCTC's ADA eligibility certification process. The Project Manager shall function as line supervisor of all Contractor staff assigned to VCTC's project. The responsibilities of the Project Manager include, but are not limited to, the following:

- Availability of decision-making authority during normal business hours;
- Supervision of personnel assigned to perform the tasks specified in this Scope of Work;
- Administration of the eligibility certification process;
- Attendance at monthly meetings that VCTC may require;
- Collaboration with VCTC staff and local transit operators to improve the ADA eligibility certification process as determined appropriate;
- Certification of accurate Monthly Reports including invoicing and certification data submitted to VCTC; and other reports as requested by VCTC; and,
- Other duties as appropriate for successful compliance with the Agreement.

Reporting

On a monthly basis, the Project Manager shall prepare a Monthly Certification Report which shall be submitted to the VCTC with the monthly invoice. This report shall include, at a minimum, the following:

1. Number of applications received;
2. Number of applicants interviewed;
3. Results of functional assessments;
4. Number of determinations, by type:
 - a. Eligible (new applicant)
 - b. Eligible (recertification)
 - c. Conditionally eligible by condition
 - d. Temporarily eligible
 - e. Ineligible

5. Number of applicants taking more than 10 business days from initial application submittal to schedule an appointment. Explanation of why in each case;
6. Number of applicants for whom a determination has not been made within 21 days of assessment or receipt of simplified paperwork with an explanation of why in each case;
7. Average processing time for applications. Processing time is from completed paperwork/process to the postmark of determination letters;
8. Average hold times on ADA telephone information lines.
9. Number of appeals as notified by VCTC.

Contractor may propose modifications and additions to the recommended reporting. All modifications are subject to approval by VCTC.

Meetings

The Project Manager and, as appropriate, designated certification staff shall attend meetings with VCTC on a regular basis to review the ADA certification process, to review Contractor's performance, to identify areas for analysis and improvement, and to effect training of and coordination between VCTC, transit operators, and Contractor. Regular meetings shall include:

- Monthly ADA Certification Status Meeting with a committee including VCTC and transit operator staff, at a Ventura County location determined by VCTC;
- Quarterly Certification Review Meeting of VCTC staff in the Contractor's office to review performance and records.

These meetings are anticipated to each be no longer than two (2) hours in length. In addition to these regular meetings, Contractor's Project Manager may be required to attend and participate in other meetings relating to VCTC's ADA certification process.

VCTC Responsibilities

VCTC's responsibilities in administering the ADA Certification Program will include the following:

- Providing direction to the incumbent contractor with regard to transitioning of the program to the newly-selected Contractor;
- Ensuring the availability of interview and assessment locations;
- Providing information on its website regarding the ADA certification process and contact information, including eligibility applications for down-loading;
- Providing paper with VCTC letterhead to the Contractor for use in issuing approvals and denials, along with text in English and Spanish to use in the letter;
- Providing ADA eligibility card design including the VCTC logo to the Contractor for use in issuing ADA eligibility cards;
- Providing informational brochures and an application in English and Spanish to the Contractor for distribution to applicants. These brochures include information on the certification process and on the Travel Training program. Printing of these documents is also the responsibility of VCTC;
- Providing the Professional Evaluation template to the Contractor for dissemination to physicians and other qualified health professionals;
- Notifying Contractor of the initiation of an appeal, and reviewing and acting on appeals;
- Coordinating with the responsible fixed-route transit agencies to regarding their monitoring and feedback of the certification process;
- Providing general transit system information brochures and schedules for distribution to applicants as appropriate.

- Marketing and outreach for its programs. The Contractor may not initiate and/or perform any outreach activities on behalf of VCTC or the transit operators without the expressed prior consent of VCTC.

The transport from VCTC's office to the Contractor's office of paper documents provided to the Contractor by VCTC shall be the responsibility of the Contractor.

TASK 1 DELIVERABLES:

- 1-A. Monthly reports containing required data
- 1-B. Attendance at monthly and quarterly meetings as described

2. PROGRAM STAFF

Staffing Requirements

Contractor shall recruit, hire, train, and employ qualified staff necessary to meet the requirements specified herein for the administration of VCTC's ADA eligibility certification process. Such staff shall have the appropriate education, licensing and certification, and experience to perform the functions of their assigned positions, including, but not limited to:

- Experience with regard to the functional assessment of individuals with disabilities along with experience working with individuals with disabilities;
- Appropriate certifications and qualifications such as Physical or Occupational Therapy, and Orientation and Mobility Specialist;
- Supervisorial experience as appropriate to their job assignments;
- Ability to work well with seniors and persons with disabilities;
- Good writing and oral communications skills, including fluency in Spanish for applicants if preferred. It is estimated that 25% of applicants prefer communication in Spanish;
- Familiarity with Ventura County public transit and ADA paratransit services and the functional abilities needed to use these public transportation services;
- Knowledge of ADA complementary paratransit regulations, including, but not limited to, the regulatory definition of ADA paratransit eligibility;
- Thorough familiarity with VCTC's ADA paratransit eligibility certification process; and,
- Demonstrated competence in making determinations of ADA eligibility in compliance with federal, state, county and local laws, applicable regulations and VCTC policies.

Certification services for VCTC shall be assigned to a limited number of designated Contractor staff sufficient to provide these services under normal circumstances. Names of the designated staff shall be identified and submitted to VCTC in writing. Any changes to this staffing shall be provided to VCTC in writing. Contractor shall conduct all interactions with applicants in a professional, courteous and respectful manner. VCTC may require that any Contractor employee assigned to provide services under this Agreement be removed from work on VCTC's project for cause. VCTC may require immediate removal if, in its determination, this is warranted under the circumstances. VCTC will notify the Contractor's Project Manager in writing of any employee determined to be unsuitable for assignment to VCTC's project, and shall provide the documentation as to the basis for this determination. Unless VCTC is requiring immediate reassignment, Contractor shall, at its sole discretion, within five (5) business days of receipt of such notice, either propose to replace the employee or present to VCTC a plan for correcting the employee's performance deficiencies within a 30-day period thereafter. If either VCTC rejects the plan or the employee's performance deficiencies are not corrected to VCTC's satisfaction with the 30-day period, the Contractor shall immediately replace the employee.

Training

All training of Contractor staff shall be the responsibility of the Contractor. Contractor shall develop and provide a training program sufficient to meet the ADA Act requirements. The training program shall be reviewed and approved by VCTC staff prior to implementation.

Prior to their assignment to VCTC's project, each employee shall receive, at a minimum, the following training:

- Contractor's training program as described above;
- VCTC orientation on Ventura County transit services, policies, and procedures, to be provided by VCTC staff; and
- Training in sensitivity issues regarding working with individuals with disabilities. All Contractor staff involved in the certification process or coming into contact with applicants, including the Contractor's Project Manager, shall receive this training provided by the Contractor.

Contractor shall permit VCTC staff on an occasional basis to attend and participate in Contractor's training program for application review/eligibility determination.

Task 2 Deliverable

- 2-A. Names of assigned staff
- 2-B. Documentation of employee training

3. INITIAL PROJECT MOBILIZATION

Agreement Kick-Off and Approval of Certification Procedures

There shall be a kick-off meeting with VCTC and the selected Contractor to negotiate the final detailed budget and task schedule with milestones and deliverables, and discuss development of the assessment protocols. The Contractor shall then prepare the final project budget and schedule. During the transition period, on a schedule agreed to by the Contractor and VCTC, the contractor shall propose for VCTC approval the proposed first-level evaluation protocol, personal interview script/worksheet, function assessment protocol, recertification procedure, and streamlined short-term certification procedure.

Transition

VCTC anticipates approving the Agreement with the newly-selected Contractor on or about April 1, 2015, with the contractor assuming responsibility for the certification process effective July 1, 2015. During the period prior to July 1st, the Contractor shall work with VCTC and with VCTC's current ADA certification contractor to transition the certification process to the new Contractor. The incumbent contractor's Agreement requires that they participate in meetings and the transfer of client records to ensure a smooth transition to the new Contractor. The new Contractor shall identify for VCTC the inbound phone line at least 10 business days in advance of the transition date to facilitate smooth transition of phone services.

Facility

During the three-year base performance period of this Agreement, the Contractor is required to provide suitable office facilities to accommodate the personnel necessary for the management and administration of the certification program. The facility will have space for the processing of certification applications and the ability to maintain and keep all the certification data and records. Contractor shall provide all furniture, furnishings and equipment. The office facility shall be fully and easily accessible to the disabled and in compliance with all ADA, California Title 24, and other State, County and City accessibility requirements. There is no contractual requirement regarding the physical location of this administration office.

VCTC is currently developing plans for its own administration building to be located at 2220 Ventura Boulevard in Camarillo, California. Accordingly, during the optional extension periods of this Agreement, there may no longer be a need for the Contractor to provide offices for administration of the certification process, and the Contractor will instead be required to use the VCTC office for its Ventura-County based staff. VCTC will provide sufficient space for up to four (4) workstations.

Equipment and Documents

Contractor shall also be responsible for the provision of any and all office equipment and supplies needed for the conduct of services under this Agreement including, but not limited to, copiers, facsimile machines, digital cameras, computer hardware and software, eligibility card fabrication equipment, and telephone and TDD equipment. Contractor shall be responsible for the provision of any and all equipment necessary to conduct in-person interviews and assessments including, but not limited to visual aids.

The Contractor shall provide forms and letters required for the efficient processing and documentation of the certification process, with the exception of materials provided by VCTC as specified in this RFP under "VCTC responsibilities." Such materials developed by the Contractor shall be done in consultation with VCTC staff and shall become, pursuant to this agreement, property of VCTC.

Telephone System

The toll-free call-in number for applicants and prospective applicants will be provided by VCTC. The Contractor must identify for VCTC the inbound phone line at least 10 business days in advance of the transition date. The Contractor shall provide voice telephone services for certification inquiries and Contractor staff shall return all calls from applicants, their guardians, and/or health care providers. Contractor shall provide sufficient telephone lines to ensure that callers are being routed to voice mail no more than ten (10%) of all attempted phone calls at peak times. The phone system shall include a monitoring system for tracking average pick up time and number of calls routed to voice mail.

Contractor is responsible for the installation and maintenance of sufficient telephone lines and equipment to support the Contractor's administrative requirements so that the toll-free (or local area codes) applicant telephone lines are not utilized for administrative purposes. Contractor shall provide sufficient telephone lines to avoid caller hold times that exceed five minutes. Busy signals are not acceptable as they can be interpreted as discouraging certification and therefore, a capacity constraint. Contractor shall provide VCTC with a way to independently monitor the overall performance of the system. The method of monitoring shall be suggested by the Contractor and be approved by VCTC prior to implementation of the phone system.

Contractor shall provide a plain paper facsimile (FAX) machine installed on a dedicated telephone line. This FAX machine will be installed and operational in the Contractor's office facility no later than (one) week prior to initiation of services under this Agreement. This equipment shall be maintained throughout the term of the Agreement. VCTC requires prompt repair or replacement in the event of equipment failure.

Eligible Applicant Profiles

The incumbent contractor utilizes an electronic database for applicant and certification records. The Contractor selected under the new Agreement shall provide an electronic database for applicant and certification records, which shall accommodate the electronic database records transmitted by the prior Contractor.

Currently, the majority of complementary paratransit operators utilize Trapeze to manage their ADA client database and dispatch rides. The incumbent contractor transmits certification information to these operators by e-mailing pdf-format rider profiles to them. There is currently a desire on the part of VCTC and the transit operators to improve the protocol for communication of certification information to the operators. Therefore, Contractor shall analyze protocols and suggest improvements to the

communication of certification data with the paratransit operators and seek feedback from the paratransit operators. Contractor shall create specific protocol for approval by VCTC with feedback from the paratransit providers for electronic communication with the providers. One possible approach would be for the Contractor to obtain a Trapeze license and obtain necessary computer hardware to allow entering eligibility profiles directly into Trapeze. Unless another protocol is recommended by the Contractor and approved by VCTC, the Contractor shall obtain (if it does not have one already) a Trapeze license and the required hardware and shall enter eligibility profiles into Trapeze. Unless another alternative is approved by VCTC and implemented by the Contractor, the Contractor, prior to October 1, 2015, shall enter all of the prior certification client profiles of currently valid ADA cards, as provided in the incumbent contractor's files, into the Trapeze database so that they can be electronically accessed by the operators.

Applicant profile reports will include the following information:

- 1) Applicant name;
- 2) New application or recertification;
- 3) Applicant ID number;
- 4) Applicant's home address, mailing address (if different than home address), phone number(s) and email address;
- 5) Applicant's emergency contact with phone number(s);
- 6) Date completed application received;
- 7) Date applicant interviewed and assessed;
- 8) Type of assessment;
- 9) Eligibility determination with conditional information if applicable;
- 10) Date of eligibility expiration;
- 11) Mobility device used, if any;
- 12) Size of wheelchair or scooter, if any, including dimensions and weight with applicant;
- 13) Personal care attendant, if applicable;
- 14) Special customer needs or comments for the driver, if any;
- 15) Disability code.

Subsequent to the approval of this Agreement, the Contractor shall attend one or more meetings hosted by VCTC and including the transit operators to receive feedback from the operators on the specific information to be transmitted to the transit operators to facilitate the best provision of service for each individual customer's needs, including suitability for alternative programs such as travel training or informational programs provided by the operators, as well as information related to customer-specific safety requirements including (for the Simi Valley and Gold Coast evaluation locations where a scale is provided) the weight of an applicant inclusive of wheelchair, if appropriate. The intent is that a major emphasis of the in-person evaluation is to help ensure that the best possible transit service is provided to each eligible applicant depending on the person's needs. The Contractor will implement a mechanism for transmittal of information within 120 days of execution of this Agreement.

Emergency Policies and Procedures

All applicants referred to the Contractor are likely to have some degree of physical, cognitive and/or mental disability. Contractor policies and procedures shall be in place to respond to any emergencies (e.g. cardiopulmonary resuscitation, seizure management, etc.) that may arise.

VCTC will not be responsible for any costs associated with implementation of such policies and procedures above those included in the contracted service price.

Task 3 Deliverables

- 3-A. Transition plan
- 3-B. First level evaluation protocol
- 3-C. Certification interview script/worksheet

- 3-D. Functional Assessment protocol
- 3-E. Recommended alternative eligibility processes
- 3-F. List of Conditional Eligibility categories
- 3-G. Recertification procedure
- 3-H. Database protocol for providing certification data to paratransit operators
- 3-I. Entering of past currently-active rider profiles into the scheduling software system(s) used by the Ventura County transit operators.

4. ONGOING ADA ELIGIBILITY CERTIFICATION PROCESS

The Contractor shall be responsible for performing both stages of the eligibility evaluation process as necessary to determine the eligibility of each client for complementary ADA paratransit service; notifying the client of the determination within 21 calendar days of completed application; and, in the event of eligibility, providing to the client the ADA photo ID. An applicant shall be certified as eligible if, and only if, a person's functional ability prevents the use or navigation of fixed-route services. Detailed descriptions of the Contractor's responsibilities are listed below. However, proposers with alternatives methods of accomplishing the certification process are welcome to submit proposals. All forms and types of evaluation methods will be reviewed.

The Contractor shall administer the certification process so as to ensure that all applications are processed regardless of the volume. There have recently been 750-800 completed applications (including Professional Evaluation when required) per year, with approximately 20% being applicants for recertification and 80% being new applicants. In coordination with VCTC staff the Contractor shall adjust its staff level as necessary based on changes in application volume over time, to ensure that all applications are accommodated as required by ADA.

Customer and ADA Application Telephone Support

The Contractor shall provide staff available to answer phone inquiries during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday excluding VCTC holidays. The Contractor is expected to staff sufficiently to avoid callers experiencing excessive hold times. The Contractor shall record the name of the caller, and is expected to discuss with the caller the purpose for which the applicant will use ADA complementary paratransit, to help the caller determine if an ADA certification is needed or helpful for the intended trips, given the availability of various paratransit services in Ventura County that are available to the general public or to seniors. Should an ADA certification not be needed for the intended trips, the caller should be encouraged, but not required, to forgo the ADA application and certification process.

Upon completing the discussion with the caller regarding the need for ADA certification, should the caller decide to proceed with ADA certification the Contractor shall mail or e-mail, as requested, an application and instructions to the applicant.

The Contractor is also expected to respond in a professional and helpful manner to other phone calls that come from the public regarding general information on the ADA Complementary Paratransit Service eligibility certification. These will include, but are not limited to:

- Requests to forward ADA certification documents to ADA providers.
- Information regarding ADA paratransit service. These customers should be referred to the local service provider.
- Callers requesting more general transportation information. These customers shall be given the phone number of VCTC.
- VCTC shall provide the Contractor with a list of phone numbers to provide to callers that should be referred to other agencies.

Application Review

Upon initial receipt of an application, a computer record is opened for new applicants assigning a unique Identification Number. Recertification applications are recorded under their existing clients' IDs. Applications shall be date-stamped upon receipt. A review assuring all necessary information has been provided by the applicant shall be completed within three (3) days of initial receipt. If incomplete, Contractor shall contact the applicant and indicate which sections need to be completed or if any supporting documents are needed. The Contractor shall return to the applicant for completion of missing information within four (4) business days of initial application receipt.

Contractor shall evaluate the application to determine the need for a Professional Evaluation. It is generally expected that a Professional Evaluation will be required, except when there is a very clear eligibility or a valid reason why the applicant cannot obtain an evaluation. Evaluations can be performed by an appropriate licensed professional such as a therapist, social worker, nurse practitioner or physician. If a professional evaluation is needed, but was not provided in the initial application, the Contractor shall fax the PE to the person designated on the application and notify the applicant of the effort.

After the Contractor either faxes the Professional Evaluation, or requests confirmation of an evaluation submitted by the application, should there be no response within five (5) working days, the Contractor shall make two (2) attempts to contact the professional's office to follow up on the request to provide the completed evaluation. If it is not possible to contact the Professional's office, then the Contractor shall contact the applicant and so inform them. In the event that the Professional's office is contacted but there is still no response within five (5) business days of the contact with the Professional's office, then the Contractor shall contact the professional's office a second time, and shall also contact the applicant or their designated agent and inform them of the status.

In-Person Interview

Contractor shall contact all applicants when a personal interview is necessary for additional information and/or to get a photo ID for a completed application. Contractor shall maintain all records necessary to verify compliance with ADA requirements and to make timely eligibility determinations. Contractor shall suggest records to be maintained for this requirement. Contractor shall be responsible for scheduling interview with applicant, including scheduling ADA Paratransit transportation by the appropriate provider to and from the interview if needed by the applicant. Assessments shall be conducted at locations within the passenger's transit operations service area. Currently the five (5) locations are in Oxnard, Thousand Oaks, Camarillo, Moorpark, and Simi Valley.

Interviews will be scheduled a minimum of three (3) days in advance unless an earlier appointment is specifically requested and/or accepted by the applicant. The Contractor shall provide sufficient certification staff to ensure that unless there are exceptional conditions an interview can be scheduled within twenty-one (21) calendar days of the call. Applicant may request an interview date after the 21-day deadline. (The Contractor shall offer an interview at the location closest to the applicant's residence. Should the applicant request an earlier date than is available at the closest location, the Contractor shall offer earlier alternatives, if available, at more distant locations.) Contractor will coordinate transportation, if required, working directly with the appropriate ADA service providers. Contractor shall be responsible for notifying applicants of their transportation windows when coordinating ADA service to the interview.

In-person interviews may on a case-by-case basis involve standard functional, visual, and cognitive tests. The applicant will be asked a series of questions relevant to determining the person's disability or ability to use fixed-route service, including, but not limited to:

- Assessment of standing balance, both static and dynamic;
- Ability to navigate independently;
- Ability to tell time
- Ability to communicate with others independently
- Recognize landmarks
- Remember directions to a location

- Ability to read a bus schedule; and
- Function without danger to self or others.

Contractor is encouraged to get more detailed information about the applicant's functional ability that may not be initially apparent. Currently scales are available at two interview locations to weigh chair-bound applicants in their chairs. At these locations, Contractor shall weigh all chair-bound applicants receiving in-person assessments.

As part of the in-person assessment, the Contractor shall consider the suitability of the applicant for the Ventura County Travel Training Program. Applicants may be provided with informational material on this program as is appropriate. Contractor shall provide the applicant with local transit brochures and encourage the applicant to contact their local operator for further information. Contractor is not to provide any verbal transit or paratransit system information to clients.

Contractor shall prepare a written summary containing sufficient information to support the recommended determination for each interview.

The following is a summary of the geographic distribution of certification determinations over the past three fiscal years, based on residence relative to transit service area:

Gold Coast Transit = 34.8%
 Thousand Oaks Transit = 23.5%
 Valley Express = 4.7%
 Moorpark Bus = 6.2%
 Camarillo Area Transit = 9.1%
 Simi Valley Transit = 21.7%

It is anticipated that due to a restructuring of the Valley Express service, introducing fixed route service, and limiting dial-a-ride eligibility, that there will be an increase in eligibility determinations from this area (Santa Paula, Fillmore, and Piru) especially in the short term.

In-Person Functional Assessment Protocol

For in-person assessments, the Contractor may propose its own testing protocols for assessing the functional abilities of persons with disabilities. A Functional Assessment will be performed only after a thorough in-person interview is performed and proper documentation acquired. Functional Assessments should only be performed when needed to further verify information to make a determination of eligibility, and approximately 25% of the in-person assessments. Under VCTC's current procedure, the Functional Assessment is limited to a cognitive assessment performed within the interview office, and the Contractor is required as condition of this Agreement to have a cognitive assessment procedure to use if required to determine eligibility based on cognitive disability. However, as part of the new Agreement VCTC would like to have available the capability to use a full Functional Assessment process. VCTC therefore asks that all proposals include a discussion of how the proposer could perform full Functional Assessments, given the constraints that will require use of the different certification interview locations and the lack of indoor space at these locations which will require some of the evaluation to occur outdoors in varying weather.

The Contractor shall propose what situations or conditions, if any, may warrant an alternative eligibility process. For example, individuals who are legally blind or whose application is based on seizures or psychiatric disabilities may undergo a different application process. Approval by transit operators will be necessary in order to implement a simplified process for certain applicants.

The In-Person Functional Assessment should assess the applicant's functional and cognitive abilities to perform the various skills necessary to take a trip on public transit independently, possibly including but not limited to:

- cross a two-lane street in a predetermined amount of time;

- negotiate a curb or curb cut;
- negotiate three steps, if ambulatory;
- maneuver into a space measuring the size of a wheelchair lift platform (30in. x 48in.), when using a mobility device;
- maneuver a wheelchair independently;

These functional evaluations shall be performed outdoors as part of the interview near the interview location. At some locations, the evaluation location might be a transit operations facility where a bus and other equipment would be available for use in the functional evaluation.

Renewals

The Contractor will notify all ADA clients at least 120 calendar days prior to their certification expiration date. Clients seeking re-certification will need to complete a re-certification application. In-person evaluations are not conducted for renewals except in circumstances where the eligibility for renewal cannot be determined without personally interfacing with the applicant due to insufficient information in the written submittal.

Determination

Contractor shall prepare a written summary of evaluations used for all eligibility determinations completed. Contractor shall notify all applicants via a letter sent by regular mail, of their eligibility determination. VCTC shall provide letter head. ADA cards shall be included with the letter if the applicant was deemed eligible. Production of ADA certification ID cards is the responsibility of the contractor. Contractor shall transmit client certification information to the appropriate paratransit operator. Contractor shall notify VCTC of all determinations. Individuals who are determined to be ineligible or conditionally eligible shall receive in a clear written format an explanation of the determination, supporting documentation and information on their right to appeal. The information shall include how to proceed with an appeal.

Contractor shall have eighteen (18) calendar days to notify applicants upon completion of the application process. The date of in-person assessment or receipt of the completed renewal application will commence this 18 calendar day deadline.

Customer Comments and Formal Appeals

All applicants and other individuals contacting the Contractor wishing to make a comment on the ADA eligibility certification process, or file a formal appeal to a certification denial or partial eligibility determination, shall be referred to VCTC staff.

According to VCTC's appeals process, there are two levels of appeal:

First Level: Review by the VCTC manager of this contract, who shall have the right as the responsible agency staff person of revising the Contractor's determination decision.

Second Level: Formal hearing conducted by a Hearing Board

Liquidated Damages

The Contractor must complete its processing of applications in a timely manner to meet ADA requirements. ADA requires that an eligibility determination must be mailed to the applicant within twenty-one (21) calendar days of the completed application. Failure to meet this requirement will result in an assessment by VCTC of a penalty on the Contractor of \$400.00 per instance of non-compliance.

Before assessing this penalty, VCTC will use the following procedure:

- VCTC will notify the Contractor of its intent to assess a penalty;
- The Contractor will be given an opportunity to demonstrate that the Contractor could not reasonably have prevented the failure;
- Failures caused by actions of VCTC staff, natural disasters, or extreme and unusual weather or traffic conditions will be considered not preventable;
- Any such claim must be supported by adequate documentation;
- If VCTC determines that the failure was not preventable, then the penalty will be waived.

VCTC's decision to waive the assessment of any penalty will in no way affect VCTC's right to assess a penalty for a similar failure in the future and will in no way affect the Contractor's obligation to meet the associated performance standard.

Continued nonperformance of the Contractor and/or serious violation of service standards may result in assessment of penalties up to and including termination of contract.

Changes to the Certification Process

During the term of this Contract, including any extensions thereof, VCTC may choose to implement changes to the ADA paratransit certification processes described herein for the benefit of VCTC, the responsible transit operators, and the ADA program. In such event, VCTC shall provide the Contractor with a description of the changes to be implemented, including any modification of the Contractor's requirements and responsibilities related to such change and the timing thereof.

Task 4 Deliverables

- 4-A. Maintaining of certification tracking records
- 4-B. Transmittal of eligibility determination records
- 4-C. Mailing of eligibility determination notification letters and photo identification cards

5. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor will have access to confidential personal and medical information about the applicant; therefore the Contractor must comply with all provisions of HIPAA.

6. AGREEMENT TRANSITION

Contractor must cooperatively participate in the transition of this service to a new Contractor if necessary. No less than ninety (90) days prior to a new Contractor starting, participation is necessary in (1) meetings; and (2) transfer of records. Contractor shall participate in the smooth transition of certification services to a new contractor, in such a manner, and to ensure the transition results in minimal disruption to the processing and completion of certification determinations.

During the transition phase, VCTC staff will conduct several meetings with the incumbent and new contractors to discuss specific certification procedures, administration, records and the time frame in which the transition must occur. As requested by VCTC, incumbent Contractor must make pertinent records accessible to both VCTC and the new contractor within three (3) days of VCTC's request.

Attachment #2

COMPENSATION

Pursuant to Section 4 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, 2015 to June 30, 2016

Base Price for 850 determinations: \$149,573

Incremental cost for less than 700 or more than 850 determinations: \$175

Maximum cost per tier of 100: \$15,000

Fees for access to transit operator certification databases: Actual cost

Contract ceiling including database fees (based on maximum of 1,150 evaluations): \$206,681

Effective date(s): July 1, 2016 to June 30, 2017

Base Price for 850 determinations: \$155,485

Incremental cost for less than 700 or more than 850 determinations: \$182

Maximum cost per tier of 100: \$15,600

Fees for access to transit operator certification databases: Actual cost

Contract ceiling including database fees (based on maximum of 1,150 evaluations): \$210,193

Effective date(s): July 1, 2017 to June 30, 2018

Base Price for 850 determinations: \$161,634

Incremental cost for less than 700 or more than 850 determinations: \$189

Maximum cost per tier of 100: \$16,224

Fees for access to transit operator certification databases: Actual cost

Contract ceiling including database fees (based on maximum of 1,150 evaluations): \$218,214

Effective date(s): July 1, 2018 to June 30, 2019 (First optional period)

Base Price for 850 determinations: \$166,269

Incremental cost for less than 700 or more than 850 determinations: \$197

Maximum cost per tier of 100: \$16,873

Fees for access to transit operator certification databases: Actual cost

Contract ceiling including database fees (based on maximum of 1,150 evaluations): \$224,796

Effective date(s): July 1, 2019 to June 30, 2020 (Second optional period)

Base Price for 850 determinations: \$172,920

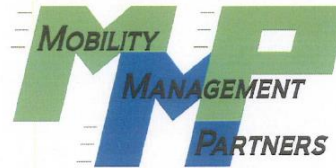
Incremental cost for less than 700 or more than 850 determinations: \$205

Maximum cost per tier of 100: \$17,548

Fees for access to transit operator certification databases: Actual cost

Contract ceiling including database fees (based on maximum of 1,150 evaluations): \$233,472

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April 14, 2015

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

Dear Mr. ^{Darren}Kettle,

I am writing this letter in response to the Ventura County Transportation Commission's (VCTC) recent decision to delay awarding of the ADA Eligibility Certification Services contract at its meeting of April 3, 2015. The purpose of this letter is to inform the Commission of the importance of continuing a comprehensive ADA certification process that incorporates industry best practices.

Mobility Management Partners (MMP) is the incumbent contractor of this service and the bidder recommended by VCTC staff. MMP is a small non-profit firm located in Camarillo that I founded in 2009 in an effort to see that all persons have safe, reliable and affordable transportation regardless of physical, intellectual or economic barriers that may hinder their ability to travel independently. In addition to providing the citizens of Ventura County with ADA certification, MMP also has various grant-funded programs through VCTC to provide travel training to individuals who want to learn to use fixed route transit services and to administer the newly launched and very successful mileage reimbursement program for older adults.

As you know, the Americans with Disabilities Act insures that persons with disabilities are not denied access to public transit services. As such, the ADA requires that transit operators provide complementary paratransit service to those whose disability prevents them from using generic public transit service. The ADA eligibility process is then used to determine to what extent an individual's disability prevents them from using the generic transit system despite the fact that the vehicles and bus stops are accessible. As you also know, transit operators are mandated to provide the ADA paratransit services to all individuals who are eligible, and they are not allowed to deny any requested trips regardless of whether or not they have sufficient capacity or resources.

Herein lies my concern; many persons with disabilities living within Ventura County may be prevented from using public transit because of their disability. These individuals have no other means of transportation, and must rely solely on the ADA paratransit system for the most basic of transportation needs. Given the funding challenges that are faced by all transit operators, it is imperative that a system for evaluating ADA eligibility that insures that only those who truly need the service are ultimately determined as eligible be maintained. While I recognize that methods that do not require in-person interviews may be more convenient to the applicant, and are certainly less costly to the agency, these factors must also be weighed against the impact that this decision will ultimately have on Ventura County transit operators and their ability to provide service to the individuals who need it the most.

While some may view an on-line certification process as frugal, the reality is that a decision to implement an on-line certification process may ultimately disenfranchise those who need the

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service the most by overloading the system with users who may only have a marginal need. This position is supported by a paper just released by the Transportation Research Board (TRB) titled "Practices for Establishing ADA Paratransit Eligibility Assessment Facilities." The paper examines the best practices that transit agencies use to determine if a user is eligible for paratransit under the ADA. The report found several important experiences and lessons learned, including that:

- "...agencies were generally pleased with the change they made from a paper application process to in-person interviews and functional assessments."
- "...riders and their communities were largely accepting of the new process."
- "...an in-person element to the process helps with educating the public about the nature of ADA paratransit services."

Furthermore, the TRB study revealed that systems which do not require in-person interviews and functional assessments as part of their evaluation process result in 88% of all applicants being determined as "unconditional," as compared to only 63% of applicants determined as unconditional in systems that do require them. The TRB paper also found that there is significant "self-selection" in processes using in-person interviews and functional assessments, as many people who initially apply choose not to complete the process when asked to appear in-person. This fact is supported by statistics in the Ventura County program showing that out of 1,254 applications received during fiscal year 2013/14, only 794 individuals completed the process and ultimately received determinations. This indicates that over 36% of those who initially submitted applications decided not to take advantage of the service.

The Commission may want to carefully consider what would have happened to that 36% had there not been the requirement for in-person evaluations, especially the financial implications to transit operators and their ability to meet the demands of the ADA paratransit services had there been a significant increase in riders. And, most importantly of all, in the future, what will be the effect on individuals who truly need the service in order to maintain their dignity and quality of life, if the demand exceeds the ability of providers to deliver the service?

I believe that once you consider the full impact of your decision in awarding this contract, you will see that continuing and improving the current system, which is operated by a local firm that provides citizens with a full range of mobility options, is far more beneficial to Ventura County and its residents than to abandon it for what appears to be a simpler and cheaper system.

Please carefully consider these facts before making a decision to award. MMP staff will be contacting your office in the next few weeks to arrange a face-to-face meeting in order to address any questions or concerns that you may have regarding this issue.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Charles J Devlin'.

Charles J Devlin
Executive Director

Cc: Darren Kettle, Ventura County Transportation Commission Transit Operators, Ventura County



Item #11

May 1, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: VIC KAMHI, TRANSIT DIRECTOR
PETER DE HAAN, PROGRAMMING DIRECTOR**

SUBJECT: DELAY THE CONGESTION MANGEMENT AIR QUALITY (CMAQ) TRANSIT GRANT PROGRAM AND ALLOW THE HERITAGE VALLEY TRANSIT TO SUBMIT A CMAQ GRANT PROPOSAL

RECOMMENDATION:

- Consider delaying action on the FY 2014/15 VCTC CMAQ transit grant program to allow the Heritage Valley Transit to submit a proposal for CMAQ funds and modifying the CMAQ program schedule.

BACKGROUND:

The VCTC Administrative Code establishes a process whereby an item may be placed on a future Commission Agenda at the request of three (3) Commissioners. At the April 2015 Commission meeting, Commissioners Minjares, Long, and Gherardi requested that an item be agendized for the May agenda which requested the Commission to consider accepting a late application for CMAQ funds for the fixed route component of the Valley Express Bus service.

DISCUSSION:

At the November 2014 meeting, the Commission approved the CMAQ call for projects schedule and guidelines. Applications were due to the VCTC on January 15, 2015. Subsequent to that date, on February 6, 2015, due to an unanticipated increase in local Transportation Development Act (TDA) funds, the Commission approved an extension to provide agencies the opportunity to increase their point score by increasing local match. The revised schedule approved by the Commission scheduled selection of the projects at the May 1, 2015 meeting, followed by the processing of an amendment to Federal Transportation Improvement Program in July 2015. Once the TIP amendment is approved, those agencies awarded projects can obtain their CMAQ funds through the appropriate processes. VCTC received 38 applications totaling \$37,278,236 by the January 15th deadline. When factoring in the increased local matches, the total requested amount of CMAQ comes to \$35,914,113, including \$16,381,006 in transit projects.

At the time of the call for projects, no proposal was submitted for the Heritage Valley “Valley Express” transit service. The service, which replaces the long established Dial-a-Ride transit serving the Heritage Valley with a fixed route transit service, is eligible for CMAQ funds because the fixed route service is a “new service.” Based on the current budget and number of fixed route service hours, the Heritage Express is eligible for approximately \$2,900,000 in CMAQ funds for Valley Express fixed route service over a three-year period. Because of the Federal CMAQ requirements, only the fixed route portion of the service would be eligible for CMAQ funding, and the required air quality benefits analysis (a significant evaluation criteria) would only be for the incremental changes due to the shift from Dial-a-Ride to fixed route service.

The modifications to the Heritage Valley local transit services were the results of a recognition by both the Commission and the three local agencies that the local transit service model, which was basically exclusively Dial-a-Ride, was financially unsustainable and marginally able to meet the existing transit demands in Fillmore, Santa Paula, and Piru, much less provide any increase in capacity. The study performed by the VCTC and the three affected jurisdictions, focused on ways to reduce overall costs while potentially providing increased capacity.

VCTC staff did not propose a CMAQ grant application for this service, since it was envisioned in all the planning as a cost saving modification of the existing transit services in the Heritage Valley, which did not expand the service hours, geographic coverage, or costs to the communities to provide the service. The “post-SB 716” focus of the Commission has been on ways to increase and expand transit service throughout the county, rather than restructuring or reorganizing existing services.

A number of transportation professionals including both consultants and staff from the affected local agencies played key roles in the planning and development of the service and never was there a suggestion to submit a CMAQ application for the restructured service. The Heritage Valley jurisdictions were aware of the CMAQ call for projects process as evidenced by their collective applications for bus stop/shelter improvements. That project is on the recommended “to fund” list in the following agenda item.

The Commission is being asked to consider allowing the Heritage Valley Transit to apply for CMAQ funds, and to approve a revised schedule for the transit portion of the CMAQ call for projects. If approved by the Commission, this would require preparation of an application, convening a meeting of the technical evaluation committee, before the projects could be reconsidered by TRANSCOM and presented to the Commission. The revised schedule would be:

Commission Approval of Call Process: November 7, 2014

Notification of Funding Availability: November 10, 2014

Applications Due to VCTC: January 15, 2015

New Matching Fund Submittals Due: March 12, 2015

Task Force Review of Project Scores: March 23, 2015

TRANSCOM Approval of Transit List: April 9, 2015

TTAC Approval of Non-Transit List: April 16, 2015

Commission approves allowing the Heritage Valley to submit application May 1, 2015

VCTC Approval of Transit and Non-Transit Projects: May 1, 2015

Application prepared and submitted to HVTAC week of May 18, 2015

Application submitted to HVPAC week of May 25, 2015

Task Force re-analysis of Transit Projects: week of June 1, 2015

TRANSCOM Re-Approval of Transit List: June 11, 2015

VCTC Approval of Transit Projects: July 10, 2015

Approval of Non-Transit Amendment of Federal Transportation Improvement Program: July 2015

May 1, 2015
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Approval of Transit Amendment to Federal Transportation Improvement Program: ~~July 2015~~ September 2015

As part of the TRANSCOM review of the recommended CMAQ priority rankings, the TRANSCOM discussed the potential that the CMAQ transit portion would be delayed to allow a new project to be added to the candidate list. The TRANSCOM formally recommended that the Commission not allow a project be added to the CMAQ candidate list after the process had ended.

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Item #12

May 1, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

**SUBJECT: CONGESTION MITIGATION AND AIR QUALITY (CMAQ) CALL FOR PROJECTS
PROJECT SELECTION – PUBLIC HEARING**

RECOMMENDATION:

- Program \$13,283,033 for the CMAQ projects listed on Attachment A.
- Approve the shelf list of \$11,358,524 in Attachment B, for projects eligible to receive funds available before Fiscal Year 2016/17 should they become available, or if needed to avoid a lapse of funds.

BACKGROUND:

At the November meeting, VCTC approved guidelines for the CMAQ call for projects. Applications were due to VCTC on January 15th. However, at its February meeting the Commission provided until March 13th, an opportunity for local agencies to revise their applications to increase the local match amounts. Prior to the deadline, proposals for increased local match were received from Simi Valley, Santa Paula, and VCTC. The Commission also provided until March 13th, the opportunity to apply for CMAQ funds to match Active Transportation Program funds in the upcoming statewide call for projects, but there were no requests received to use CMAQ for this purpose. When factoring in the increased local matches, the total requested amount of CMAQ comes to \$35,914,113.

VCTC staff met with Ventura County Air Pollution Control District staff to review the CMAQ projects for eligibility, and review the scoring for air quality. A subcommittee, appointed by the Transit Operators Committee (TRANSCOM) and the Transportation Technical Advisory Committee (TTAC), met on March 23rd to review the projects listing and the scoring. Unlike in prior years, the guidelines for this call for projects provide for separate scoring of transit and non-transit (primarily bicycle and pedestrian) projects, with TRANSCOM to review the transit projects and TTAC the non-transit projects. Based on the Comprehensive Transportation Plan, transit and non-transit projects are each to receive half of the available funds. TRANSCOM approved the recommended scores at its April 9th meeting, and TTAC approved the recommended scores at its April 16th meeting.

Due to the federal government currently having only authorized funds through the end of May, 2015, \$13.2 million is recommended for funding based on what is anticipated to be available in the Ventura County CMAQ apportionment through the current fiscal year. To avoid the need for another call for projects should the authorization be extended, the Attachment B Shelf List has been developed to include projects that can be funded based on funds that could become available in the coming year assuming extension of the program at the current funding level. Staff will return to the Commission for approval of these projects as funds become available. Attachment C shows the projects that are below the Shelf List cut off and thus not recommended for funding or for the Shelf List.

The Commission guidelines approval included the stipulation that two ongoing countywide VCTC projects for Transit Marketing and Regional Ridesharing be funded “off-the-top.” Subsequent to this action TRANSCOM requested an analysis of the current expenditures and prior-year grant carryover balances for these projects, and based on this analysis VCTC staff determined that a sufficient carryover balance exists to operate Regional Ridesharing for FY 2015/16 without programming a new grant. Therefore, the recommended FY 2014/15 CMAQ program includes the recommended ongoing \$500,000 for FY 2015/16 Transit Marketing expenses, but no funds for FY 15/16 Regional Ridesharing. However, the shelf list includes FY 2016/17 funds for both programs.

For the transit projects, there is \$6,685,000 available transit projects, but the total of projects ranked above the cut-off score of 57 was only \$6,468,133, leaving an unprogrammed balance of slightly over \$200,000. In consulting with TRANSCOM it was determined that the Ventura Trolley is the most highly-ranked project that could be phased to utilize the residual balance. This project proposes to purchase two small buses but could purchase one with the balance available at this time. Furthermore, the project sponsor, Ventura Downtown Partners, attended TRANSCOM and indicated that it would be very helpful to receive the first bus without having to wait for the shelf list, since they currently provide shuttle service in Ventura with one very old bus, and one new bus would allow them to significantly improve reliability of their existing service during the upcoming summer season, while holding off on the service expansion referenced in their application. Based on a subsequent discussion with the project sponsor, there is uncertainty as to whether the organization could purchase a bus by summer given that it would have to front the funds for six months or more while awaiting federal grant approval. However, staff recommends that the Commission approve the programming of the one bus with the available funds, so that the project can move forward if the project sponsor can obtain the advance funding.

RECOMMENDED CMAQ PROJECTSTRANSIT

Project Name:	Agency:	Committee Score:	CMAQ Funds:
Fiscal Year 2015/16 Countywide Transit Marketing	VCTC	N/A	500,000
East-West Connector service	VCTC	67	2,178,286
Wells Center-Nyland Acres route	Gold Coast Transit District	65	2,315,803
Heritage Valley Bus Stop Improvements	Heritage Valley Transit Service	62	82,500
Passenger Rail Ticket Vending Machines serving Ventura County	SCRRA	62	900,251
Trolley/Bus Shelters and Amenities	Ojai	61	199,193
Fully Integrated Transit Management System	Simi Valley	57	292,100
Two Downtown Ventura/Harbor Trolleys (Phase 1 – First Bus)	Downtown Ventura Partners	49	176,846

Total: \$6,644,979

BIKE/PEDESTRIAN/TRAFFIC FLOW

Project Name:	Agency:	Committee Score:	CMAQ Funds:
Five Points Intersection Improvements	Ventura	87	300,000
Pedestrian and Bike Safety Improvements at Erbes Road	Thousand Oaks	85	972,200
Pleasant Valley Rd./East Fifth St. Intersection Improvements	Ventura County	73	840,000
Rio Real Elementary School Pedestrian and Street	Ventura County	67	280,000
Pedestrian Safety Improvements on Ojai Ave. and Maricopa Hwy.	Ojai	67	500,000
West Los Angeles Ave. Improvements	Simi Valley	63	1,000,000
Pedestrian Crossing Safety Beacons	Oxnard	57	295,274
Pedestrian Improvements at Camarillo Heights Elementary	Ventura County	57	400,000
Oxnard Blvd. Bike and Pedestrian Facilities	Oxnard	57	1,379,900
Pedestrian and Bike Safety Improvements at Moorpark Rd.	Thousand Oaks	55	670,680

Total: \$6,638,054

ATTACHMENT B

RECOMMENDED CMAQ SHELF LIST PROJECTS

TRANSIT

Project Name:	Agency:	Committee Score:	CMAQ Funds:
Fiscal Year 2016/17 Countywide Transit Marketing	VCTC	N/A	500,000
Five Expansion Buses	Gold Coast Transit District	57	2,478,840
Two Downtown Ventura/Harbor Trolleys (Phase 2 – Second Bus)	Downtown Ventura Partners	49	176,846
Transportation Center Improvements	Thousand Oaks	48	1,500,000
Bus Purchase	Thousand Oaks	48	1,500,000

Total: \$6,155,686

BIKE/PEDESTRIAN/TRAFFIC FLOW

Project Name:	Agency:	Committee Score:	CMAQ Funds:
Fiscal Year 2016/17 Regional Ridesharing	VCTC	N/A	443,000
Las Posas Rd. Bike Lanes	Camarillo	53	331,988
Las Posas Rd. Bike Lanes	Ventura County	52	483,000
Pedestrian Improvements at Rancho Road	Thousand Oaks	50	821,600
Santa Ana Rd. Pavement Widening and Bike Lanes	Ventura County	48	910,000
Pleasant Valley Rd. Bike Lanes	Camarillo	47	2,213,250

Total: \$5,202,838

ATTACHMENT C

PROJECTS NOT RECOMMENDED

TRANSIT

Project Name:	Agency:	Committee Score:	CMAQ Funds:
Three Replacement CNG Paratransit Vans	Simi Valley	37	531,180
One Replacement CNG Fixed Route Bus	Simi Valley	37	553,300
Fleet Maintenance Canopy	Thousand Oaks	35	200,000
Bio-CNG Vehicle Fueling System	Simi Valley	27	1,190,000
Transportation Center CNG Station	Thousand Oaks	25	2,000,000

Total: \$4,474,480

BIKE/PEDESTRIAN/TRAFFIC FLOW

Project Name:	Agency:	Committee Score:	CMAQ Funds:
Vineyard Ave. Bike Lanes	Oxnard	46	588,400
Las Posas Rd. Widening at Daily Dr.	Camarillo	45	1,770,600
Central Ave. Bike Lanes	Camarillo	42	1,593,540
Tapo Street Widening	Simi Valley	36	300,000
Eastbound Madera Rd. Widening East Country Club	Simi Valley	36	800,000
US 101 Northbound Auxiliary Lane (Design Only)	Camarillo	33	1,682,070
Santa Clara River Trail, Victoria Segment	Oxnard	30	1,312,075
Arneill Rd. and Pickwick Dr. Pedestrian Access	Camarillo	25	88,530

Total: \$8,135,215

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Item #13

May 1, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: PROGRAMMING OF SURFACE TRANSPORTATION PROGRAM FUNDS

RECOMMENDATION:

- Approve programming \$14 million in federal Surface Transportation Program (STP) funds for the Route 101 Freeway environmental phase and \$3 million for the Route 118 Freeway environmental phase, with VCTC to take the lead on Route 101 and Caltrans to take the lead on Route 118.
- Approve setting aside \$6 million in STP funds for local street and roads projects and direct the Transportation Technical Advisory Committee (TTAC) to recommend a distribution of the funds.

BACKGROUND:

The Comprehensive Transportation Plan (CTP) identified the Route 101 and Route 118 Freeway Widenings as the two top priority state highway projects in Ventura County, and established the policy that those two projects will be the priority for State Transportation Improvement Program (STIP) and Surface Transportation Program (STP) funds. During the adoption of the CTP at the September, 2013 meeting, the Commission had a robust discussion of the significance of no longer making STP funds available for local road rehabilitation and of the difficult choices that must be made in choosing priorities between state highway improvements and local roads. It was acknowledged that although the Commission was planning in the CTP to use all STP funds on state highways, changes can always be made as time goes forward.

Based on the policy set forth in the CTP, the Commission in late 2013 nominated for STIP funding the Project Approval Environmental Document (PAED) phases for the Route 101 and 118 freeway improvement projects, at an estimated cost of \$14 million for Route 101 and \$3 million for Route 118. Since VCTC's STIP share through FY 2016/17 is committed for repayment of the money loaned by Thousand Oaks for the Route 101/23 project, VCTC delayed the programming of the two PAED projects to FY 2017/18. These environmental documents will identify the locally-preferred alternatives as well as proposed phasing based on anticipated available funds.

Because the CTP designated the Route 101 and 118 projects as the priority for STP funds, VCTC has discontinued the practice of holding STP calls for projects. For several years STP funds have been spent on previously-committed local projects, but starting in FY 2015/16 there will be sufficient STP funds to provide the required \$17 million to move forward with the two PAED projects, thus avoiding the need to wait for the STIP funds in FY 2017/18. Furthermore, after obligating \$17 million for the two PAED projects, there will remain an unprogrammed FY 2015/16 STP balance of \$6 million, assuming that the

federal STP program authorization continues at the current funding level. One advantage of using STP rather than STIP funds for state highway pre-construction work is that STIP shares can be carried over indefinitely. Thus, VCTC can use its STP funds for the preliminary state highway project work and can save up STIP funds for construction, minimizing the lapsing funds issue.

Based on the projections in the CTP, after doing the required project development work there should be about \$135 million in STP and STIP funds available by 2022 to build the first phase of the Route 101 or Route 118 improvements. Starting the project environmental work now rather than waiting 2 years will make it possible to start construction at the earliest possible date.

DISCUSSION:

Over the past several years there have been significant reductions to Ventura County street funding, including the end of the one-time Proposition 1B local streets and roads funds, the elimination in most areas of the ability to use Local Transportation Funds for streets and roads, and VCTC's decision to stop using STP for local streets. One reduction that was not anticipated by the CTP was the significant lowering of gasoline prices which has triggered the action of the Board of Equalization to reduce the priced-based gasoline excise tax by 6 cents, which will cause an estimated 25% reduction in the total local fuel tax apportionments.

Given the Commission's prior discussion regarding the consideration of adjustments to the funding plans of the CTP, it appears appropriate at this time for the Commission to move forward with the state highway project PAED phases while at the same time making the estimated \$6 million balance available for local streets. Staff does not recommend at this time changing the general policy to use STP for state highway priorities, but providing the \$6 million to local streets on a one-time basis will help soften the impact of the recent loss of funds, without significantly delaying the timing of future state highway projects. However, a change in VCTC's policy to consistently provide streets and roads funding from STP could lead to a significant delay in the Route 101 and 118 improvements.

There are at this time a large number of unknowns regarding future federal and state transportation funding. In Sacramento, there is significant interest in increasing road repair funds specifically, with the recent introduction by Senate Transportation and Housing Chair Jim Beall of Senate Bill 16, which would provide \$3 billion annually, and also with the release of a transportation funding proposal by Assembly Speaker Toni Atkins. Congress is continuing to consider a multi-year transportation authorization after the current authorization extension expires at the end of May. Given the concerns expressed at the time of the CTP adoption, the Commission can expect there to be continued discussions on the relative priority of streets and roads rehabilitation relative to state highway improvements. Staff anticipates coming back to the Commission in about one year to evaluate whether STP funding for street maintenance should continue given the street repair funding situation at that time.

In the VCTC agenda item for the 2014 STIP, staff indicated that it expects VCTC to take the lead on the Route 101 project, and Caltrans to take the lead on the Route 118 project due to its previous experience in having started the environmental document for that project prior to funds being cut. Staff recommends that VCTC move forward with this arrangement. To provide sufficient VCTC staff management, the draft 2015 budget includes the addition of a Highway Project Manager position, which will be funded in part from the STP funds programmed for the Route 101 project which VCTC can access for this purpose, due to being the project lead. The schedule identified by Caltrans in its Project Study Reports was for both environmental documents to take 20 months to complete, but VCTC staff anticipates the Route 101 document is likely to take longer due to the greater complexity of the project and the number of alternatives being considered.



Item #14

May 1, 2015

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: VIC KAMHI, TRANSIT DIRECTOR

SUBJECT: VCTC INTERCITY BUS ADVERTISEMENT SALES

RECOMMENDATION:

- Consider directing staff to develop a VCTC Intercity Bus Advertisement Sales Program, including recommended advertisement policies, products, and rates
- If the Commission approves creation of a VCTC Intercity Bus Advertisement Sales Program, Direct staff to develop a Request for Proposals (RFP) and return to the Commission for approval to release the RFP

DISCUSSION:

VCTC currently does not have a policy to allow the sale and placement of advertisement on or in its buses. The standard VCTC Intercity bus, unlike “urban buses”, does not have a place in the interior of the buses where interior advertisements could be placed. However, VCTC has been approached periodically by potential advertisers, interested in the possibility of purchasing exterior advertisement space. Discussion of this was deferred until the Commission established a long term contract, and acquired a long term bus fleet. Recently, the Coastal Express Policy Advisory Committee has recommended that the Commission give serious consideration to creation of a bus advertising program.

The pros and cons of a VCTC Intercity Bus Advertisement Sales Program are discussed below. The argument in support of the program is that the Commission could see some increased revenues for bus operations. There would be some staff costs creating the program, but after that, the program should be self-sustaining. The arguments in opposition to creation of the program are that the portions of the bus “available” for sale are where the Commission has placed its rebranded identity information (logo, etc.), and the overall concern with creating rolling commercial advertisements in communities which are fairly stringent about advertising signs.

Sales of bus advertising can provide the VCTC with additional transit revenues to help off-set transit operating costs. While there is no way to guarantee the revenues generated by such a program, it would not be unreasonable to estimate gross revenue to the VCTC of \$5000 per bus per year. Assuming 28 buses, at \$5000, this could gross the VCTC approximately \$140,000 per year. The range of gross revenues per bus in revenue service for VCTC’s two largest transit partners (Gold Coast Transit District and Santa Barbara Metropolitan Transit District is approximately \$5000 per year. Both agencies run their own programs. The Los Angeles Department of Transportation (LADOT), which operates the Commuter

Express, uses a firm that specializes in the sale of advertising, and nets \$2100 per bus annually. The Antelope Valley Transit Authority, which also contracts for the bus marketing program, has guaranteed NET revenue of \$1600 per bus per year. The Cities of Thousand Oaks, Camarillo, Simi Valley, and Moorpark transit services do not have external advertising; nor does the City of Santa Clarita Transit service.

The actual program revenues VCTC realizes could be different from that experienced by the “local” agencies. Factors which potentially cause a variance in the revenues collected, above and beyond the actual rates, include how “desirable” the advertising industry finds the service and the routes, the “product” sold, the rates for various “products” (locations on the bus), the term of sales (ranging from a month to a year), and the private sector’s interest in purchasing advertisements at any given time. Because of all the variables, until we offer to sell bus advertising space, it will be difficult to predict the exact revenues. In a best case scenario, VCTC would be able to get “premium rates, fully sell all the space on their bus (large ads on both sides, and back, or “wrapped” buses), and achieve revenues greater than SBMTD and GCTD are getting per bus per year.

The costs of managing a bus marketing program can be addressed in three different ways. The Commission could add staff to manage the program, it could negotiate with a current transit provider to manage the VCTC program for a fee, or it could issue a Request for Proposals and hire a private sector firm to manage the program. Each approach has advantages and disadvantages. Performing the function with VCTC staff would require hiring a new position, since VCTC does not currently have any positions with the skill set needed, nor does it have a procurement officer. Also, the advertising program would only justify a part of a position. VCTC staff reached out to both GCTD and SBMTD, both of which use in-house staff to manage the program, to discuss the potentiality of contracting with one of them to manage the program. Both agencies’ managers indicated that the added workload would impact their current staffing, without providing enough revenue to justify the additional staff. In addition, they would both add the issue of coordinating the installation of the ads on buses at VCTC’s bus yard.

The cost of managing a bus advertising program does not necessarily decrease based on the number of buses or the scale of the program, because it is unlikely that any advertiser will buy all the space on all the buses for a year or longer. Instead, advertisers will more typically buy some space on some buses for a relatively short period of time. If the Commission, through competitive procurement, hired a transit advertisement management firm, the cost of the service could be clearly established in the bid process. At the same time, the firm, because of their broader contacts, would be more likely to sell a greater percentage of the “product” the Commission opens to advertisements. There are a number of qualified firms that specialized in the selling of advertisement placement.

Prior to proceeding with the hiring of staff, or release of a management RFP, the Commission will need to determine which products (what part of the bus it will allow advertising on) and adopt a policy to regulate advertisements. In the market there are four basic signs which can be sold, called the King, Queen, tail and headlight. The advertisement size and placement affects the value. Attached are illustrations of the current VCTC Intercity bus designs, and how the buses might look with “typical” advertisements on them. More complicated, but providing increased advertising, are partial and full wraps, which are decaled onto the bus, instead of being placed in rigid frame racks on the buses. Because the buses have vents and bus bay doors on the side of the vehicles, the space is somewhat restricted, and wraps may have some additional salability.

Also of concern are the subjects and the images allowed to be advertised on the buses. A number of Ventura County communities are sensitive to billboard ads in general, regardless of the “subject matter” being advertised. Beyond that issue, VCTC will have to determine a policy which allows it to address advertising content. Some of the issues which have caused distress for transit providers include sex, alcohol, tobacco, genocide, gun control, and religion. During the past decade, there have been a number of court decisions which largely, although not completely, limit transit agencies ability to reject advertisements of a similar nature, even if the content is very different. For example, this causes many transit agencies to not accept social, political, or advocacy advertisements. Or if an agency accepts advertisements for entertainment, it cannot discriminate between types of entertainment. Both the Gold Coast Transit District and Santa Barbara Metropolitan Transit District have approved policies which VCTC should draw from if the Commission decides to proceed with the program.

Finally, the Commission has made a financial investment in a new color scheme and branding for the new VCTC buses to help the County residents connect the VCTC to the intercity bus service, which has an overall fairly positive image. Because of the constraints on the potential location of the ads, some of those design elements will potentially be lost.

EXISTING VCTC INTERCITY BUS DESIGN



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SAMPLES OF VCTC INTERCITY BUSES WITH ADVERTISING

