

Attachment A

AGREEMENT BETWEEN THE VENTURA COUNTY TRANSPORTATION COMMISSION AND CONRAD LLP MADE FOR THE PURPOSE OF COMPLETING TRANSPORTATION DEVELOPMENT ACT (TDA) FINANCIAL AND COMPLIANCE AUDITS AND REPORTS FOR SPECIFIED AGENCIES in the COUNTY OF VENTURA

This is an Agreement by and between the Ventura County Transportation Commission, hereinafter referred to as VCTC, and Conrad, LLP hereinafter referred to as CONTRACTOR, to Complete Transportation Development Act (TDA) Financial and Compliance Audits and Reports for Specified Agencies in the County of Ventura.

VCTC and CONTRACTOR agree as follows:

1. STATEMENT OF AGREEMENT

VCTC hereby engages CONTRACTOR, and CONTRACTOR hereby accepts such engagement, to perform the services on the terms and conditions herein described, and as set forth in Attachment 1 (Scope of Services from the RFP for Consultant services) to this Agreement. CONTRACTOR hereby warrants that it has the professional qualifications, experience and facilities to properly perform said services and hereby agrees to undertake and complete the performance thereof.

2. DESCRIPTION OF SERVICES

The services to be performed by CONTRACTOR are those set forth in Attachment 1 (Request for Proposal for professional services dated April 4, 2014) of this Agreement, and the specifications attached thereto and as further described in Contractor's Proposal dated May 8, 2014 set forth in Attachment 2 to this Agreement. In the event of a conflict between any specific provision of this Agreement and any provision of Attachment 1 or Attachment 2, the provisions of this Agreement shall prevail. In the event of any conflict between any provisions of Attachment 1 and Attachment 2, the provisions of Attachment 1 shall prevail over conflicting provisions of Attachment 2. All work by the CONTRACTOR shall be performed in a good and workmanlike manner.

3. CHANGES IN THE WORK

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

4. COMPENSATION

4.1 - The total compensation payable by VCTC, to CONTRACTOR, for the above stated services is not to exceed \$38,922 for Fiscal Year 2013/2014, \$48,425 for Fiscal Years 2014/2015 and 2015/2016 and the two - one year option extensions for Fiscal Years 2016/2017 and 2017/2018 at \$48,425 each. The VCTC shall not be obligated to pay CONTRACTOR for costs incurred in excess of this amount unless received in writing prior to the commencement of the work.

4.2 - CONTRACTOR will bill VCTC monthly for the work completed of tasks as specified in Contractor's proposal (Attachment 2) less tasks accomplished and previously paid during the month. VCTC will pay CONTRACTOR within thirty (30) days of approved receipt of invoice and monthly progress report. Each invoice shall be supported by an itemized statement of costs specified in Contractor's Proposal and claimed to have been incurred by CONTRACTOR and its subcontractors in the performance of the Agreement during the period covered by each invoice including a detailing of hours of staff. Costs in excess of those specified in the Contractor's Proposal in Attachment 2 shall not be eligible for reimbursement.

5. PROGRESS AND COMPLETION

CONTRACTOR shall commence work on the services to be performed upon full execution of this Agreement and shall consider full execution of this Agreement as Notice to Proceed. All services shall be completed in accordance with the Contractor's schedule contained Attachment 2 to this Agreement; deviations from the schedule shall be approved by VCTC and all work under this agreement is to be completed as stated in Attachment 1 in keeping with TDA regulations. Progress reports, which include a summary of the percent of work completed during the billing period, will be provided by the CONTRACTOR with each invoice.

6. ASSIGNMENT AND SUBCONTRACTING

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

6.2 - CONTRACTOR shall complete all work under this Agreement and as set forth in Attachments 1 and 2. Contractor may assign duties to another contractor or to any subcontractor only upon prior written consent of the VCTC. Any assignment or delegation without VCTC's prior written consent shall be void.

7. RELATIONSHIP OF THE PARTIES

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

8. KEY PERSONNEL

Mr. Sam Perera, Partner, and Mr. Chris Sterzel, Engagement Manager, are considered essential to the work being performed under this Agreement; substitution for these individuals will not be made without the prior written consent of the VCTC.

9. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains higher limits than the minimums shown above, the VCTC requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The VCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; 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 Consultant'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).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the VCTC, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the VCTC.

Waiver of Subrogation

Consultant hereby grants to VCTC a waiver of any right to subrogation which any insurer of said Consultant may acquire against the VCTC by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the VCTC has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the VCTC.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the VCTC with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the VCTC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The VCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

VCTC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Deductibles and Self-Insured Retentions

Consultant shall disclose to and obtain the approval of VCTC for any self-insured retention and/or deductible of all insurance policies required by this Agreement before beginning any of the services or work called for by any term of this Agreement/approval of this agreement by VCTC. The VCTC may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Further, if any insurance policy required by this Agreement 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.

10. PERMITS

CONTRACTOR shall, at CONTRACTOR's expense, obtain all necessary permits and licenses necessary to perform and complete the work under this Agreement, give all notices, and pay all fees and taxes required by law. Any permits required from VCTC shall be granted to CONTRACTOR at no cost.

11. INDEMNIFICATION

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

12. NON-DISCRIMINATION

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

13. RECORDS AND AUDITS

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

14. ATTORNEY'S FEES

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

15. TERMINATION BY VCTC

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

16. NOTICES

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

Ms. Sally DeGeorge, Director of Finance
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

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

Mr. Sam Perera, Partner
Conrad, LLP
23702 Bircher Drive
Lake Forest, CA 92630

17. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE

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

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

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

18. GOVERNING LAW

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

19. BREACHES AND DISPUTE RESOLUTION PROCEDURE

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of VCTC. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the VCTC. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the VCTC shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

Claims for Damages - Should either party to the Contract 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.

Remedies - Unless this contract 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.

Rights and Remedies - The duties and obligations imposed by the Contract Documents 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 Contract, 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.

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

VENTURA COUNTY TRANSPORTATION COMMISSION

Ralph Fernandez, Chair Date _____

APPROVED AS TO FORM:

Steven T. Mattas, General Counsel Date _____

CONTRACTOR – Conrad LLP

Sam Perera, Partner Date _____

Attachment 1

Request for Proposal dated April 4, 2014



April 4, 2014

**SUBJECT: REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO
COMPLETE TRANSPORTATION DEVELOPMENT ACT (TDA) FINANCIAL
AND COMPLIANCE REPORTS FOR SPECIFIED AGENCIES IN THE COUNTY
OF VENTURA**

The Ventura County Transportation Commission (VCTC) is requesting proposals for professional services to complete the State-required audits on the accounts and records of Ventura County claimants of Transportation Development Act (TDA) funds for Fiscal Year 2013/2014 (see Attachment # 1) and also the audits for Fiscal Years 2014/2015 and 2015/2016 (Attachment # 2). These audits will include a financial and a compliance examination.

These audits are to be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits contained in *Government Auditing Standards* and the U.S. Office of Management and Budget (OMB) Circular A-133 *Audits of State and Local Governments and Non-Profit Organizations*.

Firms interested in performing this work should send their proposal **NO LATER THAN 4 P.M. FRIDAY MAY 9, 2014** to:

VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC)
950 County Square Drive, Suite 207
Ventura, CA 93003
Attention: Mary Travis, Analyst II

Respondents must address the components as stated in the enclosed RFP.

There is no expressed or implied obligation for the VCTC to reimburse responding firms for any expenses incurred in the preparation or delivery of proposals in response to this request. The VCTC reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. All submissions are considered a matter of public record. All proposals must include the items listed in the RFP. Any proposal that does not include all requested items shall be deemed non-responsive and rejected.

During the evaluation process, VCTC reserves the right, where it may serve the agency's best interest, to request additional information or clarification from proposers, or to allow corrections of errors and/or omissions. At the discretion of the VCTC, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

Questions regarding the scope of work or any administrative questions should be addressed to Mary Travis at email: mtravis@goventura.org, no later than April 25, 2014. All questions will be responded to in writing on VCTC's website: goventura.org.

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES TO COMPLETE TRANSPORTATION DEVELOPMENT
ACT (TDA) ANNUAL FINANCIAL AND COMPLIANCE AUDITS**

SCOPE OF WORK

The project involves the completion of financial and compliance audits of State TDA and Prop 1B claimants and funds for Fiscal Years 2013/2014, 2014/2015 and 2015/2016. Please see Attachment # 1 for the audits to be completed in FY 2013/2014 and Attachment # 2 for the estimated audits to be completed in FY 2014/2015 and FY 2015/2016. There will also be two, one-year contract extension options to complete the audits for FY 2016/2017 and FY 2017/2018. The intent of these audits is to certify compliance with the appropriate TDA regulations and requirements, and State Prop 1B requirements, and the work will be conducted in accordance with the rules and regulations of the Transportation Development Act.

Note the dates and schedule included in this RFP concern FY 2013/2014 and will be adjusted as needed for FY 2014/2015 and 2015/2016 but will follow the same basic schedule to ensure completion of the audits by the State-required date of December 30 each year. Also, after FY 2013/2014, the number and type of audits may vary as the County agencies implement the new legislation noted below, however, we have attached VCTC's estimated audits to be completed in those fiscal years.

The new legislation just mentioned is effective July 1, 2014 and has significant changes to the TDA laws and regulations. The legislation will go into effect per: Senate Bill (SB) 716 (see Attachment # 3; which mandates all TDA funds generated in Ventura County be spent on transit projects; SB 203 (see Attachment # 4) that amended SB 716 to allow cities under 100,000 population and not a part of the Gold Coast Transit District (i.e. Camarillo, Fillmore, Moorpark and Santa Paula) to continue to claim TDA funds for local streets as long as the entity's reasonable transit needs are met; and, SB 644 (see Attachment # 5) which creates the Gold Coast Transit (GCT) District consisting of the County of Ventura and the cities of Ojai, Oxnard, Port Hueneme and San Buenaventura.

It is the intent of VCTC to contract for the services presented herein for a term of three (3) years. VCTC reserves the right to extend the term of this contract for two (2) additional one-year terms subject to the satisfactory negotiation of terms, including a price acceptable to both the agency and the selected firm and concurrence of the VCTC's Board. The proposal package shall present all inclusive audit fees for each year of the contract term.

Fees shall include costs for each year of the three fiscal years. An itemized cost break down shall be submitted for the Principal and any additional staff. VCTC requires the total costs be stated as a "not to exceed" basis. The "not to exceed" fee shall be inclusive of labor, travel, report preparation, printing, and all other expenses incurred by the auditor.

Fees shall be billed monthly based on work completed. Payments will be made within 30 days of approved invoice.

REQUIRED AUDIT ELEMENTS

The intent of these audits and reports is to certify compliance with appropriate TDA (LTF and STA) and Prop1B regulations and requirements, and to verify claims. The format and accompanying notes must be consistent for all claimants, and presented so that required information can be readily transferred to claim forms. Auditing requirements include the following:

- Examine the financial activities of claimants and funds, including internal controls. The examination must encompass both expenditures and projects for which funds were allocated but not expended. A list of all major projects comparing actual revenues/expenses to budgeted revenues/expenses must be included in the audit report,

as well as an accounting of interest earned on these accounts. The report shall include the audited amounts for the prior fiscal year including any carryover funds.

- The audits will be conducted in accordance with the requirements of each funding source. Audits of expenditures of Transportation Development Act (TDA) funds claimed by cities, the County, and VCTC will be reviewed in accordance with the requirements of the TDA and by following the TDA conformance auditing guide. The format and accompanying notes should follow the auditing guide summary, and should allow for verification of required revenue ratios. Audit work will conform to the GAAP, GAAS, GAGAS and GASB accounting standards, and the State TDA Code of Regulations.
- Also, in keeping with State administrative guidelines concerning State Proposition 1B funds, an audit of the recipients of these funds is included in the work to be performed under this contract.

Auditing requirements include but not be limited to the following:

1. Examine financial activities, including internal controls.
2. Prepare financial statements including balance sheet, statement of cash receipts, and disbursements, and statement of changes in the fund balance.
3. Identify net amounts allocated and disbursed for specific purposes.
4. Identify interest or other income earned by investment of funds.
5. Examine projects for which funds were allocated but not expended.
6. Identify/list all major projects, comparing actual revenues/expenditures with budgeted revenues and expenditures, including audited amounts for the prior fiscal year.
7. Examine current and prior fiscal year expenditures and allocations of regional funds; identification of these allocations as deferred revenues, interest, and expenditures separately from other funds; certification of encumbrances or regional funds according to VCTC policy; and, identification of any appropriations due to be returned to VCTC.
8. Conformance and compliance audit of claimants' transportation activities under State Transportation Development Act (TDA).
9. Where receipts from State Transportation Bond Proposition 1 B have been received and used in conjunction with TDA funds, the Proposition funding should be included in the audit review and report. The consultant should examine the financial activities of recipients of State Proposition 1B funds. The examination must encompass both expenditures and projects for which funds were allocated but not expended. Also, a list of all major projects comparing actual revenues/expenses to budgeted revenues/expenses must be included in the audit report, as well as an accounting of interest earned on these funds. The report shall also include the audited amounts for the fiscal year prior to the year audited.

PRODUCTS

1. Draft Audit Report:

Deliver one copy electronically of the Draft Audit Report for each claimant by November 15, 2014:

Claimant
Ventura County Transportation Commission

2. Final Audit Report:

Deliver one copy electronically and in hard copy of the Final Audit Report for each claimant by December 15, 2014 to the following agencies:

Claimant
Ventura County Transportation Commission
The State Controller's Office

RFP SCHEDULE:

April 25, 2014

Last date for RFP questions and clarifications (Note: all inquiries will be responded to in writing on VCTC's Website).

May 9, 2014

Submit proposal to VCTC no later than 4 PM

Week of May 19, 2014

Interview of Consultants

June 6, 2014

Contract approved by VCTC

June 9, 2014

Notice to Proceed issued

PROJECT SCHEDULE (EACH FISCAL YEAR):

June 30

Work begins

November 15

Draft audits completed, submitted to local agencies/VCTC

December 15

Final audits completed submitted to State Controller, local agencies and VCTC

I. SELECTION PROCESS

Five (5) hard copies and one electronic copy of the proposal shall be submitted **FRIDAY MAY 9, 2014 NO LATER THAN 4 PM** to:

VENTURA COUNTY TRANSPORTATION COMMISSION
950 COUNTY SQUARE DRIVE #207
VENTURA, CA 93003

ATTENTION: MARY TRAVIS, ANALYST II

Any questions or clarifications to the RFP should be submitted in writing before April 25, 2014 to: mtravis@goventura.org. All queries will be responded to in writing on VCTC's website: goventura.org.

The Proposals will then be reviewed and interviews scheduled with selected respondents the week of May 19, 2014.

- The proposals will be ranked in accordance with the criteria described in Part III.
- Applicants will be notified of the selection by June 9, 2014.

II. PROPOSAL INFORMATION AND CONTENT

Proposals should be organized as specified below:

Title Page

Indicate RFP subject, name of proposer's firm, local address, telephone number, name of contact person, and date of proposal.

Table of Contents

Include a clear identification of the material by section and by page number.

Letter of Transmittal

- Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work within the specified time period.
- Provide the names of the individuals authorized to make representations for the proposer, their titles, addresses, and telephone numbers.

Profile of the Proposer

- State whether the firm is local or national, and provide a summary of representative experience relevant to the work solicited by this RFP.
- Give the location/telephone number of the office from which the work is to be done.

Summary of Proposer's Qualifications

- Provide a brief statement of similar jobs performed. Identify individual who performed work on similar prior jobs.

- Provide a list of references (both firms and individuals within the firms) for whom similar work has been performed.
- Identify the individuals who will perform VCTC's work. The individuals assigned should have similar prior experience. Resumes for each supervisory person to be assigned to the work should be included.
- Provide a copy of your firm's last Peer Review report.

Copies of certificates

- Copies of insurance certificates per Appendix D.

Detailed work plan

- Provide a detailed work plan and schedule for completion of audits with hours assigned for staff.

Fee Structure

- Include fee structure and hours of work per position for Attachment # 1 list of claimants and funds. Submit one, not-to-exceed fee estimate for the attached list of FY 2013/2014 claimants, agencies, and funds.
- Include fee structure and hours of work per position for Attachment # 2 estimated list of claimants and funds. Submit one, not-to-exceed fee estimate for estimated FY 2014/2015 and one, not-to-exceed fee estimate for FY 2015/2016.
- Include fee structure and hours of work per position for two, one-year option extensions for FY 2016/2017 and FY 2017/2018.

III. EVALUATION OF PROPOSALS

Proposals will be evaluated according to the following criteria with 100 points possible:

- | | |
|--|-----------|
| - Technical experience with similar projects | 20 points |
| - Demonstrated competence to perform, including the ability to meet the schedule | 15 points |
| - Assigned personnel qualifications and availability | 20 points |
| - Cost of work | 15 points |
| - Evidence of full understanding of the work to be performed | 10 points |
| - Work Plan | 20 points |

VCTC reserves the right to reject any and all proposals submitted and to request additional information. The contract for this work will be awarded to the firm that the VCTC deems best qualified.

STATE AND VCTC REQUIREMENTS AND CERTIFICATIONS

This project is funded with State Transportation Development Act (TDA) Article 3 Local Transportation Funds (LTF). The following requirements and certifications found in the Appendices are considered a part of this RFQ. The insurance certifications must be signed and included in the consultant's submittal for the proposal to be considered responsive.

APPENDICES: VCTC REQUIREMENTS APPLICABLE TO ALL CONTRACTORS

- A. Proposal Submittal Form
- B. Proposer's Reference Form
- C. Proposal Guidelines
- D. Professional Service Insurance Certification
- E. Cost Proposal Form

APPENDIX A PROPOSAL SUBMITTAL FORM

TO: VENTURA COUNTY TRANSPORTATION COMMISSION

DATE:

In response to the Request for Professional Services Proposal for Transportation Development Act (TDA) annual financial and conformance audits.

PROPOSER: _____

CONTACT: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____@_____

SIGNATURE: _____

TITLE: _____

APPENDIX B PROPOSER REFERENCE FORM

Client List for Similar Projects Currently and/or Previously Provided:

1. Client Name: _____

Client Address: _____

Contact Person: _____

Telephone Number: _____

Period of Service: _____

2. Client Name: _____

Client Address: _____

Contact Person: _____

Telephone Number: _____

Period of Service: _____

3. Client Name: _____

Client Address: _____

Contact Person: _____

Telephone Number: _____

Period of Service: _____

APPENDIX C: PROPOSAL GUIDELINES

AUDITING STANDARDS - To meet the requirements of this request for proposals, the audits shall be performed using the most current version of each of the following:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accounts;
2. The standards applicable to financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States;
3. The provisions of the Single Audit Act as amended;
4. The provisions of U. S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non-Profit Organizations;
5. State of California Transportation Development Act (TDA) including the requirements of the Southern California Association of Governments' Transportation Development Act Conformance Auditing Guide;
6. National Transit Database Reporting (formerly Section 15),
7. Special District and Transit District Reporting Requirements, as specified by the California State Controller.

WORKING PAPER RETENTION

All working papers and reports must be retained, at the auditor's expense, for a minimum of seven (7) years after the last year of the contract, unless the auditor is notified in writing by the VCTC of the need to extend the retention period. The auditor will be required to make working papers available, upon request, including, but not limited to the following parties or their designees:

- The Ventura County Transportation Commission
- California State Controller's Office
- California Department of Transportation
- Ventura County and cities

In addition, the auditor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

IRREGULARITIES AND ILLEGAL ACTS

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: Executive Director; Agency Attorney and the Chief Financial Officer.

APPENDIX D: PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; 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 Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

APPENDIX E – COST PROPOSAL FORM

Service	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018
TDA LTF and STA Audits and Related Reports	\$	\$	\$	\$	\$
Total for Fiscal Year (not-to-exceed)	\$	\$	\$	\$	\$

ATTACHMENT # 1

FISCAL YEAR 2013/2014 AGENCIES AND NEW/CARRYOVER FUNDS TO BE AUDITED

<u>AGENCIES</u>	<u>TDA ARTICLE NUMBER</u>					<u>STATE BOND</u>	
	<u>3</u>	<u>4</u>	<u>8a</u>	<u>8c</u>	<u>STA 6.5*</u>	<u>4.5</u>	<u>PROP. 1B</u>
City of Camarillo	X		X	X			X
City of Fillmore	X		X	X			
City of Moorpark	X		X	X			X
City of Ojai	X		X	X			X
City of Oxnard	X		X	X			X
City of Port Hueneme	X		X				
City of San Buenaventura	X		X				
City of Santa Paula	X		X	X			
City of Simi Valley	X		X				X
City of Thousand Oaks	X		X	X			X
County of Ventura	X		X	X			X
Gold Coast Transit (GCT)**		X			X		X
VCTC***	X			X	X		X
Southern California Regional Rail Authority (SCRRA)****	X				X		X
County Auditor*****					X		

* VCTC is currently the only claimant for STA population (Section 99313) funds.

** Gold Coast Transit (GCT) received TDA funds from its member agencies (County of Ventura and cities of Ojai, Oxnard, Port Hueneme and San Buenaventura). This allocation need to be audited and appropriate reports prepared.

*** VCTC claims: Article 3 Administrative and Planning Funds as well as Article 3 and 6.5 funds for transit and rail services. VCTC also received Article 8c funds for VISTA Heritage Valley Dial-A-Ride service from the cities and County in FY 2013/2014.

**** The SCRRA contracts for its own independent audit. Your responsibility is to secure a copy of this audit report for VCTC's records. VCTC pays for its share of SCRRA commuter rail operating costs with LTF Article 3 and STA Article 6.5 money.

***** A separate audit needs to be done at the County Auditor-Controller's for the Countywide STA fund.

ATTACHMENT # 2

ESTIMATED FISCAL YEAR 2014/2015 AND FISCAL YEAR 2015/2016
AGENCIES AND NEW/CARRYOVER FUNDS TO BE AUDITED

<u>BOND</u>	<u>TDA ARTICLE NUMBER</u>					<u>STATE</u>	
	<u>3</u>	<u>4</u>	<u>8a</u>	<u>8c</u>	<u>STA 6.5*</u>	<u>4.5</u>	<u>PROP. 1B</u>
<u>AGENCIES</u>							
City of Camarillo	X		X	X			X
City of Fillmore	X		X	X			X
City of Moorpark	X		X	X			X
City of Ojai	X	X	X	X			X
City of Oxnard	X	X	X	X			X
City of Port Hueneme	X	X	X				X
City of San Buenaventura	X	X	X				X
City of Santa Paula	X		X	X			X
City of Simi Valley	X	X	X				X
City of Thousand Oaks	X	X	X	X			X
County of Ventura	X	X	X	X			X
Gold Coast Transit (GCT)**		X			X		X
VCTC***	X	X		X	X		X
Southern California Regional Rail Authority (SCRRA)****	X				X		X
County Auditor*****					X		

* VCTC is currently the only claimant for STA population (Section 99313) funds.

** Gold Coast Transit (GCT) will directly receive all the TDA funds available from its member agency apportionments (County of Ventura and cities of Ojai, Oxnard, Port Hueneme and San Buenaventura) as of July 1, 2014. This allocation needs to be audited and appropriate reports prepared.

*** VCTC claims Article 3 Administrative and Planning Funds as well as Article 3 and 6.5 funds for transit and rail services. VCTC is also expected to receive Article 8(c) for the Heritage Valley Transit operation.

**** The SCRRA contracts for its own independent audit. Your responsibility is to secure a copy of this audit report for VCTC's records. VCTC pays for SCRRA commuter rail operation costs with LTF Article 3 and STA Article 6.5 funds.

***** A separate audit needs to be done at the County Auditor Office for the Countywide STA fund.

(Note: in these fiscal years, the number and type of audits will vary as the local agencies implement the new TDA legislation previously mentioned. VCTC staff has also estimated there will be carryover funds for several agencies as allowed by TDA regulations that will need to be audited although new claims will not be filed i.e. for local street Article 8(a) funds.)

Attachment # 3

BILL NUMBER: SB 716
CHAPTERED BILL TEXT

CHAPTER 609
FILED WITH SECRETARY OF STATE OCTOBER 11, 2009
APPROVED BY GOVERNOR OCTOBER 11, 2009
PASSED THE SENATE SEPTEMBER 10, 2009
PASSED THE ASSEMBLY SEPTEMBER 8, 2009
AMENDED IN ASSEMBLY SEPTEMBER 3, 2009
AMENDED IN ASSEMBLY AUGUST 31, 2009
AMENDED IN ASSEMBLY JULY 14, 2009
AMENDED IN SENATE MAY 19, 2009
AMENDED IN SENATE APRIL 30, 2009

INTRODUCED BY Senator Wolk

FEBRUARY 27, 2009

An act to amend Sections 99400 and 99401.5 of, and to add Sections 99232.1, 99232.2, and 99232.3 to, the Public Utilities Code, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

SB 716, Wolk. Local transportation funds.

Existing law requires that 1/4% of the local sales and use tax be transferred to the local transportation fund of the county for allocation, as directed by the transportation planning agency, to various transportation purposes. Existing law specifies the allowable uses for local transportation funds, and generally requires these funds to be used for transit purposes in urban counties, while in counties with a population under 500,000 as of the 1970 census and certain other counties, these funds may also be used for local streets and roads, if the transportation planning agency finds that there are no unmet transit needs or no unmet transit needs that are reasonable to meet, and for other specified purposes.

This bill, for counties that had a population of less than 500,000 as of the 1970 decennial census, but that have a population of 500,000 or more as of the 2000 decennial census or at a subsequent census, would require the local transportation funds apportioned to the urbanized areas of those counties to generally be allocated for public transit purposes and not for street and road purposes, except that cities in those counties with a population of 100,000 or fewer would be exempt from this requirement. Local transportation funds apportioned to the nonurbanized areas in those counties would remain available for allocation to street and road purposes and for other specified purposes. The bill would delay, until July 1, 2014, the application of these new provisions in counties where they apply. The bill would exempt Ventura County from these provisions and instead authorize the Ventura County Transportation Commission to submit, by December 31, 2011, a report to the Legislature analyzing options for organizing public mass transportation services in the county and for expenditure of revenues in the local transportation fund, along with a recommended legislative proposal. If a legislative proposal is not enacted by the end of the 2011-12 Regular Session of the Legislature, local transportation funds in Ventura County would be available solely for transit purposes beginning July 1, 2014. The bill, in counties and areas of counties where local transportation funds may be allocated to local streets and roads, would also authorize allocation of those funds for specified farmworker vanpool purposes upon a finding by the transportation planning agency that there are no unmet transit needs or no unmet transit needs that are reasonable to

meet and after all of the capital and operating funds necessary to meet unmet transit needs that are reasonable to meet are allocated.

The bill would make other related changes.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 99232.1 is added to the Public Utilities Code, to read:

99232.1. (a) Notwithstanding Section 99232, for each county with a population of less than 500,000 as of the 1970 federal decennial census, but with a population of 500,000 or more as of the 2000 federal decennial census, or a county whose population is 500,000 or more at a subsequent decennial census, the apportionment to the areas within the urbanized areas of the county, as defined for purposes of the 2000 federal decennial census and each census hereafter, shall be available solely for claims for Article 4 (commencing with Section 99260) and Article 4.5 (commencing with Section 99275) purposes. In a county subject to this section, the apportionment for areas outside of the urbanized area of the county may be used for claims for Article 4 (commencing with Section 99260), Article 4.5 (commencing with Section 99275), and Article 8 (commencing with Section 99400) purposes, providing that allocations under Article 8 (commencing with Section 99400) shall be subject to the unmet needs process as prescribed by Section 99401.5.

(b) The apportionment attributable to the unincorporated area within an urbanized area shall be determined by the proportion that the urbanized area's unincorporated area population bears to the total unincorporated population times the total apportionment attributable to the unincorporated area.

(c) For a county that is subject to this section, this section shall not apply to that county until July 1, 2014.

SEC. 2. Section 99232.2 is added to the Public Utilities Code, to read:

99232.2. (a) Notwithstanding Section 99232.1, a city with a population of 100,000 or fewer within an urbanized area in a county subject to Section 99232.1 is not required to expend all of its apportionment for Article 4 (commencing with Section 99260) and Article 4.5 (commencing with Section 99275) purposes.

(b) The population of cities within an urbanized area shall be based on the city and county population estimates published annually by the Department of Finance.

(c) Nothing in this section shall preclude a city with a population of 100,000 or fewer within an urbanized area in a county subject to Section 99232.1 from expending all of its apportionment for Article 4 (commencing with Section 99260) and Article 4.5 (commencing with Section 99275) purposes.

(d) This section shall become operative on July 1, 2014.

SEC. 3. Section 99232.3 is added to the Public Utilities Code, to read:

99232.3. Sections 99232.1 and 99232.2 shall not apply to Ventura County. The Ventura County Transportation Commission may submit to the Senate Committee on Transportation and Housing and the Assembly Committee on Transportation a report analyzing options for organizing public mass transportation services in the county, for the expenditure of revenues deposited in the local transportation fund, and a recommended legislative proposal for implementing the plan by December 31, 2011. If the legislative proposal is not enacted by the end of the 2011-12 Regular Session of the Legislature, revenues deposited in the local transportation fund in that county shall be available for the fiscal year beginning on July 1, 2014, and each fiscal year thereafter, solely for claims for Article 4 (commencing with Section 99260) and Article 4.5 (commencing with Section 99275) purposes.

SEC. 4. Section 99400 of the Public Utilities Code is amended to read:

99400. Claims may be filed under this article with the transportation planning agency by counties and cities for the following purposes and by transit districts for the purposes specified in subdivisions (c) to (f), inclusive:

(a) Local streets and roads, and projects which are provided for use by pedestrians and bicycles.

(b) Passenger rail service operations and capital improvements.

(c) Payment to any entity which is under contract with a county, city, or transit district for public transportation or for transportation services for any group, as determined by the transportation planning agency, requiring special transportation assistance.

If the county, city, or transit district is being served by an operator, the contract entered into by the county, city, or transit district shall specify the level of service to be provided, the operating plan to implement that service, and how that service is to be coordinated with the public transportation service provided by the operator. Prior to approving any claim filed under this section, the transportation planning agency, or the county transportation commission in a county with such a commission, shall make a finding that the transportation services contracted for under subdivision (c) are responding to a transportation need not otherwise being met within the community or jurisdiction of the claimant and that, where appropriate, the services are coordinated with the existing transportation service.

(d) Payments to counties, cities, and transit districts for their administrative and planning cost with respect to transportation services under subdivision (c). (e) Notwithstanding any other provision of this chapter, a claimant for funds pursuant to subdivision (c) may also receive payments for capital expenditures to acquire vehicles and related equipment, bus shelters, bus benches, and communication equipment for the transportation services.

(f) Acquisition or lease of vans and related equipment for a farmworker vanpool program for purposes of farmworker transportation to and from work, provided the farmworker vanpool program shall use vans or related equipment for a commuter vanpool as defined by Section 37.3 of Title 49 of the Code of Federal Regulations and the regional transportation planning agency conforms with the planning requirements of Section 5306 of Title 49 of the United States Code and Part 613 (commencing with Section 613.100) of Chapter VI of Title 49 of the Code of Federal Regulations.

SEC. 5. Section 99401.5 of the Public Utilities Code is amended to read:

99401.5. Prior to making any allocation not directly related to public transportation services, specialized transportation services, or facilities provided for the exclusive use of pedestrians and bicycles, or any allocation for purposes of subdivision (f) of Section 99400, the transportation planning agency shall annually do all of the following:

(a) Consult with the social services transportation advisory council established pursuant to Section 99238.

(b) Identify the transit needs of the jurisdiction which have been considered as part of the transportation planning process, including the following:

(1) An annual assessment of the size and location of identifiable groups likely to be transit dependent or transit disadvantaged, including, but not limited to, the elderly, the handicapped, including individuals eligible for paratransit and other special transportation services pursuant to Section 12143 of Title 42 of the United States Code (the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101, et seq.)), and persons of limited means, including, but not limited to, recipients under the CalWORKs program.

(2) An analysis of the adequacy of existing public transportation services and specialized transportation services, including privately and publicly provided services necessary to implement the plan prepared pursuant to Section 12143(c)(7) of Title 42 of the United States Code, in meeting the transit demand identified pursuant to paragraph (1).

(3) An analysis of the potential alternative public transportation and specialized transportation services and service improvements that would meet all or part of the transit demand.

(4) An analysis of the need to acquire or lease vans and related equipment for a farmworker vanpool program pursuant to subdivision (f) of Section 99400. This analysis is only required, however, upon receipt by the transportation planning agency of a request of an interested party identifying a potential need.

(c) Identify the unmet transit needs of the jurisdiction and those needs that are reasonable to meet. The transportation planning agency shall hold at least one public hearing pursuant to Section 99238.5 for the

purpose of soliciting comments on the unmet transit needs that may exist within the jurisdiction and that might be reasonable to meet by establishing or contracting for new public transportation or specialized transportation services or by expanding existing services. The definition adopted by the transportation planning agency for the terms "unmet transit needs" and "reasonable to meet" shall be documented by resolution or in the minutes of the agency. The fact that an identified transit need cannot be fully met based on available resources shall not be the sole reason for finding that a transit need is not reasonable to meet. An agency's determination of needs that are reasonable to meet shall not be made by comparing unmet transit needs with the need for streets and roads.

(d) Adopt by resolution a finding for the jurisdiction, after consideration of all available information compiled pursuant to subdivisions (a), (b), and (c). The finding shall be that (1) there are no unmet transit needs, (2) there are no unmet transit needs that are reasonable to meet, or (3) there are unmet transit needs, including needs that are reasonable to meet. The resolution shall include information developed pursuant to subdivisions (a), (b), and (c) which provides the basis for the finding.

(e) If the transportation planning agency adopts a finding that there are unmet transit needs, including needs that are reasonable to meet, then the unmet transit needs shall be funded before any allocation is made for streets and roads within the jurisdiction.

(f) The transportation planning agency shall not allocate funds for purposes of subdivision (f) of Section 99400 until all of the capital and operating funds necessary to meet unmet transit needs that are reasonable to meet are allocated. The transportation planning agency shall not reduce funding to existing public transportation services, specialized transportation services, or facilities for the exclusive use of pedestrians and bicycles in order to allocate funds for purposes of subdivision (f) of Section 99400. The transportation planning agency shall not allocate funds under subdivision (f) of Section 99400 if the allocation replaces other federal, state, or local funds used to fund commuter vanpools by a county, city, transportation planning agency, or transit district.

Attachment # 4

Senate Bill No. 203

CHAPTER 464

An act to repeal, add, and repeal Section 99232.3 of the Public Utilities Code, relating to transportation.

[Approved by Governor October 1, 2013. Filed with Secretary of State October 1, 2013.]

LEGISLATIVE COUNSEL'S DIGEST

SB 203, Pavley. Local transportation funds: Ventura County.

Existing law requires that 1/4% of the local sales and use tax be transferred to the local transportation fund of each county for allocation, as directed by the transportation planning agency, for various transportation purposes. Existing law specifies the allowable uses for local transportation funds, and generally requires these funds to be used for transit purposes in urban counties, while in counties with a population under 500,000 as of the 1970 census and certain other counties, these funds may also be used for local streets and roads, if the transportation planning agency finds that there are no unmet transit needs or no unmet transit needs that are reasonable to meet, and for other specified purposes.

Existing law, beginning July 1, 2014, for counties with a population of less than 500,000 as of the 1970 decennial census, but that have a population of 500,000 or more as of the 2000 decennial census or at a subsequent census, requires the local transportation funds apportioned to the urbanized areas of those counties to generally be allocated for public transit purposes and not for street and road purposes, except that cities in those counties with a population of 100,000 or fewer are exempt from this requirement. Under existing law, local transportation funds apportioned to the nonurbanized areas in those counties remain available for allocation to street and road purposes and for other specified purposes. Existing law exempts Ventura County from these provisions and instead authorized the Ventura County Transportation Commission to submit, by December 31, 2011, a report to the Legislature analyzing options for organizing public mass transportation services in the county and for expenditure of revenues in the local transportation fund, along with a recommended legislative proposal. Under existing law, if a legislative proposal was not enacted by the end of the 2011-12 Regular Session of the Legislature, local transportation funds in Ventura County would be required to be available solely for transit purposes beginning July 1, 2014.

This bill would repeal the provisions specifically relating to Ventura County and the expenditure of local transportation funds there. This bill would also require the Ventura County Transportation Commission to post on its Internet Web site an annual report for 5 years, beginning September 1, 2014, on transit service within the county, thereby imposing a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1.

Section 99232.3 of the *Public Utilities Code* is repealed.

SEC. 2.

Section 99232.3 is added to the *Public Utilities Code*, to read:
99232.3.

(a) On or before September 1, 2014, and for four years annually thereafter, the Ventura County Transportation Commission shall post on its Internet Web site a report on transit service within the County of Ventura. The report shall include, but not be limited to, a description of transit route changes, changes to service levels on transit routes, and ridership numbers for all transit routes operating within the county. The report shall include annual budget numbers for transit services provided by the commission, Gold Coast Transit, other multiagency operators, and individual municipal operators.

(b) This section shall remain in effect only until January 1, 2019, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2019, deletes or extends that date.

SEC. 3.

No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district are the result of a program for which legislative authority was requested by that local agency or school district, within the meaning of Section 17556 of the Government Code and Section 6 of Article XIII B of the California Constitution.

Attachment # 5
Assembly Bill No. 664

CHAPTER 503

An act to add Part 18 (commencing with Section 107000) to Division 10 of the Public Utilities Code, relating to transportation.

[Approved by Governor October 3, 2013. Filed with Secretary of State October 3, 2013.]

LEGISLATIVE COUNSEL'S DIGEST

AB 664, Williams. Gold Coast Transit District.

Existing law creates various transit districts throughout the state, with specified powers and duties relative to providing public transit services.

This bill would create the Gold Coast Transit District in the County of Ventura. The bill would provide that the jurisdiction of the district would initially include the Cities of Oxnard, Ventura, Port Hueneme, and Ojai and the unincorporated areas of the County of Ventura. The bill would authorize other cities in the County of Ventura to subsequently join the district. The bill would dissolve the existing joint powers agency known as Gold Coast Transit, and would create the district, on July 1, 2014. The bill would provide for the transfer of assets from Gold Coast Transit to the district, and would provide for the member agencies of the district to claim a portion of transit funds apportioned to the district under the Transportation Development Act for transit services, including those operated directly by the member agency. The bill would provide for a governing board and would specify voting procedures for the taking of certain actions by the board. The bill would specify the powers and duties of the district to operate transit services, and would authorize the district to seek voter approval of tax measures and to issue revenue bonds. The bill would enact other related provisions. By imposing requirements on the district and affected local agencies, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1.

Part 18 (commencing with Section 107000) is added to Division 10 of the *Public Utilities Code*, to read:

PART 18. GOLD COAST TRANSIT DISTRICT

CHAPTER 1. GENERAL PROVISIONS

107000.

This part shall be known and may be cited as the Gold Coast Transit District Act.

107001.

The purpose of the transit district is to develop, provide, operate, and administer public transportation and to protect the public interest, health, and welfare.

107002.

As used in this part, the following terms have the following meanings:

(a) "Agency" means Gold Coast Transit, a joint powers agency created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code.

(b) "Board of directors" or "board" means the board of directors of the district.

(c) "Board of Supervisors" means the Ventura County Board of Supervisors.

(d) "County" means the County of Ventura.

(e) "Director" means a voting member of the board of directors.

(f) "District" means the Gold Coast Transit District created by this part.

- (g) "General manager" means the person defined in subdivision (d) of Section 107020.
- (h) "Member" means the County of Ventura, the Cities of Oxnard, San Buenaventura (Ventura), Port Hueneme, and Ojai, and any other city within the County of Ventura that joins as a member of the district as set forth in this part. No person or entity of any kind that is not the county or a city in the county may be a member.
- (i) "Transit" means the transportation of passengers and their incidental baggage.
- (j) "Transit facilities" means any and all real and personal property, easements, licenses, equipment, facilities, rights, title, or interests owned or acquired by the district for transit services and the operation thereof.
- (k) "Voter" means any elector who is registered under the Elections Code.

CHAPTER 2. FORMATION OF DISTRICT

107003.

There is hereby created the Gold Coast Transit District. The jurisdiction of the district includes the Cities of Oxnard, San Buenaventura (Ventura), Port Hueneme, and Ojai and the unincorporated areas of the County of Ventura, and other cities that subsequently qualify as members pursuant to the requirements set forth in Section 107006.

107004.

On and after July 1, 2014, the agency is dissolved and the district succeeds to, and is vested with, all of the rights, powers, duties, and obligations of the agency. The district is the successor to the agency's assets, interests in any property, its rights and obligations under any contract, any outstanding indebtedness of the agency, and its rights under any grants, without the necessity of any further action.

107005.

The district shall assume the duties of public transit provider performed by the agency. On and after July 1, 2014, the Cities of Oxnard, San Buenaventura (Ventura), Port Hueneme, Ojai, the County of Ventura, and other jurisdictions that subsequently qualify as members pursuant to the requirements set forth in Section 107006 are included within the district.

107006.

Any city within the County of Ventura, other than a city specifically listed in Section 107003 that is already included in the district at its formation, may join as a member of the district upon approval by its city council of a resolution approving the city's joining as a member and a resolution of the district's board approving the joining of the new member.

107007.

If any portion of the unincorporated area of the county is annexed to a member city, that city shall assume the service obligation of the county for that area. If any portion of the unincorporated area of the county becomes incorporated, the incorporating city shall assume the service obligations of the county for that area.

107008.

Upon dissolution of the agency, employees of the agency shall be deemed to be employees of the district without any break in service or any loss or reduction of compensation or benefits, except as may be imposed by express action of the board.

107009.

(a) Notwithstanding subdivisions (a) and (c) of Section 99231 of the Public Utilities Code, the apportionment area for the County of Ventura includes the unincorporated area of the county, regardless of whether that area is also within the boundaries of the district.

(b) Notwithstanding Section 99209 of the Public Utilities Code, the County of Ventura, including any nonprofit corporation or other legal entity wholly owned or controlled by the County of Ventura, is a municipal operator if it operates a public transportation system regardless of whether the County of Ventura is included, in whole or in part, within the district. All members of the district may claim from the district a portion of the funds made available from the local transportation fund apportioned by the Ventura County Transportation Commission to the district for transit services, including the operation of locally supported transit service and maintenance of the transit facilities not provided by the district that the member funds or operates.

CHAPTER 3. GOVERNMENT OF THE DISTRICT

107010.

(a) The district shall be governed by a board composed of a minimum of five directors, which may be expanded with the addition of new member cities but shall not exceed 11 directors. One director shall be appointed by the governing body of each member. Each director shall serve at the pleasure of the director's appointing authority. Directors appointed pursuant to the joint powers agreement, which is superseded by formation of the district, shall continue to serve at the pleasure of the director's appointing authority. Each director shall at all times during the director's term be a member of the governing body of the member that appointed the director.

(b) The governing body of each member shall also appoint an alternate director, who shall serve on the board during the absence or disability of the member's regular director. The alternate director shall meet the same qualifications and shall serve upon the same conditions and for the same term as the regular director. Whenever the alternate director serves on the board, the alternate director shall have all the powers of a regular director.

(c) The board may designate one or more ex officio members based on district adopted procedures. The duties and responsibilities of such nonvoting ex officio members shall be set forth in the adopted bylaws.

(d) All actions of the board shall be by majority vote on a one director, one vote formula with the exception of votes on the annual budget, midyear budget changes and amendments, and capital expenditures of five million dollars (\$5,000,000) or more. The vote for these specific issues shall be weighted, as set forth in subdivision (e).

(e) Where this subdivision is applicable, a director appointed by a member whose population is under 100,000 shall have a vote whose value and effect is equal to 1.0 vote and a director appointed by a member whose population is 100,000 or more shall have a vote whose value and effect is equal to 2.0 votes. The annual population estimates of the Department of Finance shall be used with an updated formula presented to the board annually at the first board meeting after release of the estimates. The weighted vote of any single director shall not, of itself, be given the value or effect of a majority vote. A weighted vote may not be split by any director.

(f) The board shall adopt bylaws for its proceedings consistent with the laws of the state.

(g) The board shall do all of the following:

(1) Adopt an annual budget.

(2) Adopt an administrative code, by ordinance, which prescribes the powers and duties of the district officers, the method of appointment of the district employees, and the methods, procedures, and systems of operation and management of the district.

(3) Make determination of policy for the district.

(4) Adopt a conflict-of-interest code.

(5) Cause a postaudit of the financial transactions and records of the district to be made at least annually by a certified public accountant.

(6) Create and administer funds of the district.

(7) Adopt priorities reflecting the district's goals.

(8) Do any and all things necessary to carry out the purposes of this part.

CHAPTER 4. MEETINGS

107011.

The board, at its first meeting, and thereafter annually at the meeting designated by the board, shall elect a chair, who shall preside at all meetings, and a vice chair, who shall preside in the absence of the chair. In the event of the chair's or vice chair's absence or inability to act, the directors present, provided a quorum exists, by an order entered into the minutes, shall select one director to act as chair pro tempore, who, while so acting, shall have all the authority of the chair.

107012.

All meetings of the board and any standing committees shall be conducted in a manner prescribed by the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

107013.

A majority of the board or of a standing committee entitled to vote constitutes a quorum for the transaction of business. All official acts of the board or a standing subcommittee of the board require the affirmative vote of a majority of the board or committee members present.

107014.

The acts of the board shall be expressed by motion, resolution, or ordinance.

CHAPTER 5. POWERS OF THE DISTRICT

107015.

The district shall have the power to own, operate, manage, and maintain a public transit system and associated facilities, and, in the exercise of the power under this part, the district is authorized in its own name to do all of the following:

- (a) Adopt a seal and alter it at its pleasure.
- (b) Enact ordinances, resolutions, policies, and guidelines.
- (c) Employ agents and employees and contract for professional services.
- (d) Make and enter into contracts and enter into stipulations of any nature whatsoever and do all acts necessary and convenient for the full exercise of the powers granted in this part for the operation of the district and transit services and facilities.
- (e) Acquire, convey, construct, manage, maintain, and operate buildings and improvements, equipment, and assets of the district.
- (f) Acquire, convey, and dispose of real and personal property, easements, and licenses.
- (g) Adopt a conflict-of-interest code.
- (h) Lease and sublease real and personal property, equipment, and facilities.
- (i) Create and administer funds and the distribution of those funds.
- (j) Create and enact taxes, fees, fares, and penalties, as permitted by law.
- (k) Advocate on behalf of the district.
- (l) Develop and pursue ballot measures.
- (m) Enforce criminally or civilly, as applicable, any and all ordinances, resolutions, and policies as permitted by law.
- (n) Create standing and ad hoc committees, as deemed necessary.
- (o) Incur and encumber debts, obligations, and liabilities, including, but not limited to, bonds, notes, warrants, and other forms of indebtedness. However, the debts, obligations, and liabilities incurred by the district shall not be, nor shall they be deemed to be, debts, encumbrances, obligations, or liabilities of any member.
- (p) Invest money in the district treasury that is not needed for immediate necessities, as the board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the Government Code.
- (q) Pursue collection of obligations owed to the district.
- (r) Sue and be sued, except as otherwise provided by law, in all actions and proceedings, in all courts and tribunals of competent jurisdiction.
- (s) Exercise the right and power of eminent domain to take any property necessary or convenient to the exercise of the powers granted in this part.
- (t) Subject to applicable law, provide transportation services or facilities outside the district's jurisdictional boundaries provided a finding is made by the board that those services or facilities benefit the citizens or users of the transportation service or facilities.
- (u) Do and undertake any and all other acts reasonable and necessary to carry out the purposes of this part.

107016.

(a) The district shall provide, operate, manage, and maintain a public transportation service serving and connecting the territories of the members. Within the district's capabilities, as determined by the board, service may also be provided to points outside the territories of the members, with the prior approval of the nonmember city having jurisdiction of the territory to be served. Within the district's capabilities, expanded transportation services, routes, and facilities may also be provided. If the district proposes to provide expanded services that would serve the area of interest surrounding a nonmember city, as defined by the Ventura County Local Agency Formation Commission, the district shall provide at least 90 days' prior written notice to that city of the proposed service and thereafter shall make a

reasonable effort to meet and confer with officials from that city regarding the proposed service before commencement of the service.

(b) (1) The district shall provide a standardized system of fares and a uniform system of transfers. Except as otherwise provided in paragraph (2), changes in fares and changes in routes shall be made only following a public hearing on the proposed change, with detailed notice made to the governing bodies of the members and the public at least 30 days prior to the proposed public hearing.

(2) Implementation of minor changes in routes and times may be made without notice and hearing by the board. Those minor changes may be implemented by the general manager without notice and hearing under guidelines established by the board, if the district has the equipment to make the minor changes without reduction of its existing services elsewhere and the changes do not result in additional costs to the district or the members. The term "minor change" means less than 20 percent of the miles or hours of a route.

(c) In the performance of its operations, the district shall seek out and make maximum use of all available programs of assistance, may apply for and receive public and private grants that promote the operation of the district, and shall establish and maintain close liaison with federal, state, and regional agencies.

(d) The district may either operate the transit system itself or a part thereof or it may contract with any other public or private agency or corporation to operate all or part of the transit system for the district or it may contract with any public or private agency or corporation for the improvement in transit services, facilities, equipment, or operations being operated and conducted by that agency or corporation in, or out of, the district, as permitted by law.

107017.

(a) In the performance of its operations, the district shall do all of the following:

(1) Keep and maintain records and books of accounts in accordance with the uniform system of accounts and records adopted by the Controller pursuant to Section 99243 of the Public Utilities Code.

(2) Provide for and submit to an annual independent audit of its total operations. A copy of each audit report shall be filed with the finance officer of each of the member agencies not later than 120 days following the close of each fiscal year.

(3) Consider and, following a public hearing, adopt an annual operating and capital expenditure budget and a five-year capital expenditure program, in compliance with the requirements of local, state, and federal laws.

(4) Provide for insurance coverage of liability, operations, and assets.

(5) Provide for district employee retirement benefits under the program administered by the California Public Employees' Retirement System or other system permitted by law.

(b) The district fiscal year shall be July 1 through June 30.

(c) Notice of the time and place of a public hearing on the adoption of the annual budget shall be published pursuant to Section 6061 of the Government Code not less than 15 days prior to the day of the hearing. The proposed annual budget shall be available for public inspection at least 15 days prior to the hearing. Copies of the proposed annual budget and the capital expenditure program shall be submitted to the governing bodies of the member agencies for review and comment at least 30 days prior to the date scheduled for public hearing and final adoption.

107018.

(a) The district may, with the concurrence of a majority of the board, cause to be submitted to voters of the district a ballot measure for the imposition of taxes.

(b) If approved as required by law, the district may impose and administer fees and other funding sources secured for transportation system operation, maintenance, and improvement.

(c) The board may set fares for public transit service by resolution.

(d) As an alternative procedure for the raising of funds, the district may issue bonds, payable from revenues of any facility or enterprise to be acquired or constructed by the district, in the manner provided by the Revenue Bond Law of 1941 (Chapter 6 (commencing with Section 54300) of Part 1 of Division 2 of Title 5 of the Government Code), all of the provisions of which are applicable to the district.

(e) The district is a local agency within the meaning of the Revenue Bond Law of 1941 (Chapter 6 (commencing with Section 54300) of Part 1 of Division 2 of Title 5 of the Government Code). The term "enterprise" as used in the Revenue Bond Law of 1941 shall, for all purposes of this part, include transit facilities and any and all parts thereof and all additions, extensions, and improvements thereto and all other facilities authorized acquired, constructed, or completed by the district. The district may issue

revenue bonds under the Revenue Bond Law of 1941, for any one or more facilities or enterprises authorized to be acquired, constructed, or completed by the district, or, in the alternative, may issue revenue bonds under the Revenue Bond Law of 1941, for the acquisition, construction, and completion of any one of those facilities. Nothing in this part shall prevent the district from availing itself of, or making use of, any procedure provided in this part for the issuance of bonds of any type or character for any of the facilities or works authorized under this part, and all proceedings may be carried out simultaneously or, in the alternative, as the directors may determine.

(f) The district may advocate on and act on behalf of all members with their concurrence to further the district's transit interests, funding, projects, and priorities.

(g) The district may promulgate a plan for funding transit projects or operations within its jurisdiction or as permitted in subdivision (t) of Section 107015.

107019.

In the performance of its operations, the district shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and all requirements imposed by the Federal Transit Administration. The district's operations shall be performed in accordance with Title VI of that act to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the district's operations.

107020.

(a) The district may hire an independent staff of its own or contract with any department or agency of the United States or with any public or private entity to implement this part.

(b) The district may contract with public or private entities in conformance with applicable procurement procedures for the procurement of engineering, project management, and contract management services.

(c) The board shall fix the compensation of the district's officers and employees.

(d) The district may employ employees and agents as the board may deem necessary to carry out its powers and duties, including, but not limited to, a general manager and legal counsel. The general manager and legal counsel shall be selected by, and shall serve at the pleasure of, and upon the terms prescribed by, the board.

107021.

The general manager, and every officer or person under the direction of the general manager who handles, has access to, or has charge of any property of the district, shall provide and file with the general manager an official fidelity bond or insurance policy assuring to the district that person's performance. The board shall determine and establish the penal sum of each official bond. Premiums charged for each bond required shall be paid by the district.

107022.

The members, whether individually or collectively, shall not be liable for any act or omission of the district, including, but not limited to, any of the following:

(a) Performing any and all things necessary to carry out the purposes of this part.

(b) Any act of the district, or for any act of the district's agents or employees.

(c) The payment of wages, benefits, or other compensation to officers, agents, or employees of the district.

(d) The payment of workers' compensation or indemnity to agents or employees of the district for injury, illness, or death.

CHAPTER 6. CLAIMS

107023.

(a) All claims for money or damages against the district are governed by Division 3.6 (commencing with Section 810) of Title 1 of the Government Code, except as provided therein or by other statutes or regulations expressly applicable thereto.

(b) No claim for money or damages shall be considered by the board unless the claim conforms to the provisions of Chapter 2 (commencing with Section 910) of Division 3.6 of Title 1 of the Government Code and unless the claim is filed with the clerk of the board not less than five days prior to the time of the meeting of the board at which it is to be considered.

(c) Pursuant to Section 935 of the Government Code, all claims against the district for money or damages that are excepted by Section 905 of the Government Code from the provisions of Division 3.6 (commencing with Section 810) of Title 1 of the Government Code, and which are not governed by any

other statutes or regulations expressly relating thereto, shall be governed by the procedures prescribed in this section, as follows:

(1) A signed written claim shall be presented to the district by mailing or delivering it to the clerk of the board by the claimant or by a person acting on behalf of the claimant. The claim shall conform to the requirements of Section 910 of the Government Code or be on a form provided by the district.

(2) Unless otherwise provided in this section, the procedures of presentation, consideration, and action upon all claims filed pursuant to this section shall be the same as the procedures provided and required by Sections 910 to 915.2, inclusive, of the Government Code, and any amendment thereto as enacted, which provisions and sections are hereby adopted as the requirements of this section. The presentation and action on claims provided herein shall be a prerequisite to a suit thereon, and the suit shall be subject to the provisions of Sections 945.5 and 945.6 of the Government Code.

CHAPTER 7. DETACHMENTS

107024.

(a) Territory within the district may be detached from the district by a supermajority vote of the directors, which shall be at least 80 percent of the nonweighted vote of the existing board provided that all pending legal and financial obligations have been satisfied.

(b) The detachment of territory from the district shall become effective upon giving of the notice required in Section 57204 of the Government Code, provided that the detached territory shall not be relieved from liability for taxation for the payment of any bonded indebtedness existing at the time of detachment.

(c) Notice of the detachment of territory from the district shall be given to each assessor whose roll is used for a tax levy made pursuant to this part and with the State Board of Equalization pursuant to Chapter 8 (commencing with Section 54900) of Part 1 of Division 2 of Title 5 of the Government Code.

CHAPTER 8. DISSOLUTION

107025.

(a) The district may be dissolved upon a supermajority vote of the directors which shall be at least 80 percent of the nonweighted vote of the board. However, the winding up of the district shall be conducted by the board and the general manager. The district shall not be fully dissolved and terminated until all debts, financial obligations, and liabilities are paid in full and any and all remaining assets after payment of all debts, financial obligations, and liabilities are distributed to the members.

(b) (1) If the directors cannot agree as to the valuation of the property or to the manner of asset distribution, the question shall be submitted to arbitration, as set forth below, and the directors shall make the distribution or valuation as directed by arbitrators.

(2) Three arbitrators shall be appointed. One arbitrator shall be selected by the governing bodies of the Cities of Oxnard and San Buenaventura, one arbitrator shall be selected by the governing bodies of the County of Ventura, the City of Port Hueneme, and the City of Ojai, and one arbitrator shall be selected by the governing bodies of the other members. If no other members exist, the third arbitrator shall be selected by the Presiding Judge of the Ventura County Superior Court.

(3) The arbitration shall be binding and shall be conducted pursuant to Title 9 (commencing with Section 1280) of the Code of Civil Procedure. Any hearings shall be held within the county. All notices, including notices under Section 1290.4 of the Code of Civil Procedure shall be given to the governing body of each member.

SEC. 2.

No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district are the result of a program for which legislative authority was requested by that local agency or school district, within the meaning of Section 17556 of the Government Code and Section 6 of Article XIII B of the California Constitution.

Attachment 2

Conrad, LLP Proposal dated May 8, 2014



**Proposal for Professional Services
to Complete Transportation Development Act
(TDA) Financial and Compliance Reports
for Specified Agencies in the County of Ventura**

PREPARED BY:



23702 Bircher Drive
Lake Forest, CA 92630

DUNS No.: 967763478
FSS Contract No.: GS-23F-056AA

Contact Person:

Sam Perera, CPA, CFE, CITP
Partner
(949) 552-7700 Extension 245
sperera@Conradllp.com
May 8, 2014



Proposal for Professional Services to Complete
Transportation Development Act (TDA) Financial and Compliance
Reports for Specified Agencies in the County of Ventura

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May 8, 2014

Ms. Mary Travis, Analyst II
Ventura County Transportation Commission
950 County Square Drive #207
Ventura, CA 93003

Dear Ms. Travis:

Conrad LLP is pleased to submit this proposal to the Ventura County Transportation Commission.

We believe the contents of this proposal will support the fact that Conrad LLP is both willing and able to perform the services as described in the Request for Proposal ("RFP") for professional services to complete the State-required audits on the accounts and records of Ventura County claimants of Transportation Development Act (TDA) funds for Fiscal Year 2013/2014 and also the audits for Fiscal Years 2014/2015 and 2015/2016. .

We understand the scope of work to be performed and we are both willing and able to deliver the services desired by VCTC. Our proposal meets all the requirements of the VCTC RFP.

We believe that our fee estimate and structure will provide VCTC with a fair and reasonable cost to perform the requested compliance services.

This proposal is a firm and irrevocable offer that shall remain valid for 180 days. Sam Perera, Partner, at Conrad LLP is authorized to negotiate and contractually bind our firm in regard to this proposal. Sam's contact information is as follows:

Sam Perera, CPA, CFE, CITP
Partner
Conrad LLP
23702 Birtcher Drive
Lake Forest, CA 92630
(949) 552-7700

We thank VCTC in advance, for this opportunity to present our proposal and qualifications. I look forward to you contacting me to discuss any questions your may have.

Sincerely,

Sam Perera, CPA, CFE, CITP
Partner
Conrad LLP



Proposal for Professional Services to Complete
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Reports for Specified Agencies in the County of Ventura

Firm Profile

State if firm is local or national

Conrad LLP is a local firm formed in 2011. Prior to the formation of Conrad LLP, its Principals and Partners were employed by Conrad and Associates, L.L.P., a 35 year old CPA firm, locally recognized for its expertise in governmental accounting and auditing.

Summary of representative experience

Conrad adheres to the strict quality control measures and high professional standards of the Public Company Accounting Oversight Board (PCAOB), the American Institute of Certified Public Accountants (AICPA), and the California State Board of Accountancy (as well as other states when applicable). Our Firm is a member of the AICPA's Center for Public Company's Audit firms, Employee Benefit Plan Audit Quality Center and Governmental Audit Quality Center and the AICPA's.

Location where work will be performed

Conrad plans to provide the audit services from full-time staff in our offices at the following location:

Conrad LLP
23702 Birtcher Drive
Lake Forest, CA 92630
(949) 552-7700

Summary of Qualifications

Brief Statement of Similar Jobs Performed

The Partners and Managers of Conrad has successfully performed TDA Articles 3, 4 and 4.5 audits and Measure M Agreed Upon Procedures on behalf of OCTA from 2002 through 2008. In addition, he successfully performed TDA Articles 3, 4 and 8 audits on behalf of the Riverside County Transportation Commission (RCTC) from 2008 through 2010. Sam Perera was the engagement partner in-charge of the TDA Articles 3, 4 and 8 audits conducted on behalf of the San Diego Association of Governments (SANDAG). He performed these audits from 2009 through 2013.



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Individuals Who Performed Work on Similar Prior Jobs

Mr. Sam Perera, CPA, CFE, Engagement Partner, has over 15 years of extensive government auditing experience, including serving as Audit Partner or Manager on the TDA audits performed on behalf of OCTA, SANDAG and RCTC, as well as performing numerous financial and compliance audits on behalf of transit agencies. Additionally, he has strong internal control audit experience through the performance of SAS 70 audits of the internal controls of service organizations.

Mr. Chris Sterzel, CPA, Engagement Manager, has over 10 years of extensive government auditing experience, including serving the TDA audits performed on behalf of OCTA and SANDAG.

Client References

Selected references of similar projects completed by Conrad are as follows:

Client	Description of Services
<u>Orange County Transportation Authority</u> Janet Sutter Internal Audit Director Orange County Transportation Authority 550 South Main Street Orange, CA 92863-1584 (714) 560-5591 jsutter@octa.net	TDA Article 3 4 and 4.5 audits
<u>LACMTA</u> Barbara Gatewood Contracting Officer 213-922-7317 GatewoodB@metro.net	State transportation improvement program (CTIP) audits.
<u>Alameda Corridor Transportation Authority</u> Mr. James P. Preusch Chief Financial Officer 1 Civic Plaza Dr #350, Carson, CA 90745 (310) 233-7480 James.preusch@acta.org	Interim contact and contact close out audits.



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Résumés of our key personnel

Mr. Sam Perera, CPA, CFE, Engagement Partner, will be responsible for the coordination of the consolidated audits and fulfillment of the requirements of VCTC. Mr. Perera will review all reports prior to their issuance, as well as serve as a technical resource to the engagement teams. He has 15 years of extensive government auditing experience, including serving as Audit Manager on the TDA audits performed on behalf of OCTA, SANDAG and RCTC, as well as performing numerous financial and compliance audits on behalf of transit agencies. Additionally, he has strong internal control audit experience through the performance of SAS 70 audits of the internal controls of service organizations.

Employment History

- Conrad LLP: Partner 2014 to present
- Mayer Hoffman McCann, PC: Shareholder – January 1999 to 2014. Firm was known as Conrad and Associates, L.L.P. prior to January 1, 2006.
- Blue Cross of California: Auditor – March 1998 through December 1998.

Education

Bachelor of Science in Business Administration, with an emphasis in Accounting
California State University, Northridge

Professional Certifications

Certified Public Accountant, State of California, No. 85858
Certified Fraud Examiner, 121813

Relevant Experience

Client	Experience
Orange County Transportation Authority	TDA audits, on-call audit services agreed-upon procedures applied to ½ cent sales tax earmarked for transit
Riverside County Transportation Commission	TDA audits, agreed-upon procedures applied to ½ cent sales tax earmarked for transit
San Diego Association of Governments	TDA audits, agreed-upon procedures applied to ½ cent sales tax earmarked for transit
Southern California Regional Rail Authority	On-call audit services
Omnitrans	Annual financial audit
SunLine Transit Agency	Annual financial audit
Ventura County Transportation Commission	Annual financial audit
Los Angeles VCTCpolitan Transportation Authority	On-call audit services
Alameda Corridor Transportation Authority	On-call audit services



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Mr. Christopher K. Sterzel, CPA, Project Manager, will serve as the Project manager on the audits and will be responsible for the overall supervision and timely completion of the audits, determining that tests performed are adequate and appropriate for meeting the task objectives, reviewing all working papers prepared by the Field Auditors, reviewing the draft and final reports to ensure they are complete and that all conclusions reached are adequately supported by the workpapers. Mr. Sterzel has performed numerous financial statement, compliance, operational and performance audits of municipalities (including tribal governments and special districts), transit agencies, government grants (including single audits), other contracts and cooperative agreements, not-for-profit organizations, private companies (including real estate, hospitality, franchising and more).

Employment History

- Conrad LLP: Manager 2012 to present
- Mayer Hoffman McCann, PC: Manager – 2004 to 2012.

Education

Bachelor of Science in Business Administration, with an emphasis in Accounting
California State University, San Marcos

Professional Certifications

Certified Public Accountant, State of California, No. 113331

Relevant Experience

Client	Experience
SANDAG	TDA audits, on-call audit services agreed-upon procedures applied to ½ cent sales tax earmarked for transit
OCTA	TDA audits, on-call audit services agreed-upon procedures applied to ½ cent sales tax earmarked for transit
Riverside County Transportation Commission	TDA audits, agreed-upon procedures applied to ½ cent sales tax earmarked for transit
City of Solana Beach	Financial Statement Audit
City of Aliso Viejo	Financial Statement Audit
City of Santa Margarita	Financial Statement Audit
San Diego Unified Port District	Financial Statement Audit
Rancho California Water District	Financial Statement Audit
Orange County Social Services Agency	Financial Statement Audit



Proposal for Professional Services to Complete
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Copy of our last Peer Review report

GATTO, POPE & WALWICK, LLP

CERTIFIED PUBLIC ACCOUNTANTS
CONSULTANTS TO BUSINESS

DANIEL J. GATTO, CPA
CHARLES R. POPE, CPA
KIRK A. WALWICK, CPA
THOMAS J. MCFADDEN, CPA
MARK C. BUTLER, CPA

550 WEST "C" STREET, SUITE 1700
SAN DIEGO, CALIFORNIA 92101-3568

(619) 282-7366
(619) 282-7707 FAX

STACEY L. NAKAHARA, CPA
GREGORY D. SALLEE, CPA
WILLIAM F. SHERIDAN, CPA
BRIAN J. FRANCAZAK, CPA
BRENT L. GASTINEAU, CPA
JACK R. PETRALIA, CPA
KERI L. WILLIAMS, CPA
YUKO HORI, CPA
LYNN M. GOODRIDGE, CPA
ANDREW GOODMAN, CPA
CYNTHIA E. MUSSER, CPA
ANDREA L. KEESLING, CPA
BOBBY BENAVENTE, CPA
KIMBERLEY J. DOUDNA, CPA
JEREMY NICHOLS, CPA
ERIC R. GREGG, CPA
BRAD A. GASTINEAU, CPA
ANDREW BOLINGER, CPA

Engagement Review Report

December 6, 2012

To Conrad, LLP
and the Peer Review Committee of the
California Society of Certified Public Accountants

We have reviewed selected accounting engagements of Conrad, LLP (the Firm) issued with periods ending during the year ended October 31, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The Firm is responsible for designing a system of quality control and complying with it to provide reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to evaluate whether the engagements submitted for review were performed and reported on in conformity with applicable professional standards in all material respects. An Engagement Review does not include reviewing the firm's system of quality control and compliance therewith and, accordingly, we express no opinion or any form of assurance on that system. The nature, objectives, scope, limitations of, and the procedures performed in an Engagement Review are described in the standards at www.aicpa.org/prsummary.

Based on our review, nothing came to our attention that caused us to believe that the engagements submitted for review by Conrad, LLP for the year ended October 31, 2012 were not performed and reported on in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Conrad, LLP has received a peer review rating of *pass*.

Sincerely,

Gatto, Pope & Walwick, LLP

Gatto, Pope & Walwick, LLP

MEMBERS: AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS • CALIFORNIA SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS



Proposal for Professional Services to Complete
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Copies of Certificates

Insurance Certificate per Appendix D in RFP

PRODUCER  BIN Insurance Holdings, LLC 1301 Central Expy. South, Suite 115 Allen, TX 75013		CONTACT NAME: PHONE (A/C, No, Ext): (800) 668-7020 FAX (A/C, No): (877) 826-9067 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED Conrad LLP 23702 Birtcher Dr Lake Forest, CA 92630		INSURER(S) AFFORDING COVERAGE INSURER A: American Casualty Company INSURER B: The Hartford INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20427 30104	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			46SBABQ3424	4/16/2014 4/16/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			46SBABQ3424	4/16/2014 4/16/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4031538791	4/1/2014 4/1/2015	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate Holder is named as Additional Insured as their interests may appear in regards to general liability Waiver of subrogation in favor of the certificate holder with regard to the general liability coverage. The physical address insured is Certificate Holder is named as Loss Payee as their interests may appear in regards to Fidelity Bond. This insurance is primary and non-contributory to any other insurance provided as respects general liability coverage.						

CERTIFICATE HOLDER Conrad LLP 23702 Birtcher Drive Lake Forest, CA 92630	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Proposal for Professional Services to Complete
Transportation Development Act (TDA) Financial and Compliance
Reports for Specified Agencies in the County of Ventura

Detailed Work Plan

Project Kick-Off Meeting

Once the project is awarded, we will schedule a project kick-off meeting with appropriate VCTC personnel. The purpose of this meeting will be to refine the nature, timing and extent of the work to be performed. Additionally, we will obtain from VCTC all necessary allocation documents for the year to be audited. These documents may include schedules of funds allocated by entity, grant agreements that document the allocation for the year, any amendments or correspondence between the jurisdiction and VCTC, and any instructions or manuals provided to the jurisdictions as to how to account for grant funds and what constitutes an allowable expenditure. We will also use the kick-off meeting to discuss any concerns that VCTC has with any of the jurisdictions, or any fraud or potential fraud that may have occurred related to the program. Our Engagement Partners and Audit Managers will attend this meeting.

Scheduling the Audits

Immediately upon completion of the project kick-off meeting, we will schedule all audits with each of the jurisdictions. Due to the deadlines required of this project, we will request that the jurisdictions allow us to review their records as soon as possible. Once scheduled, we will provide each agency with an audit notification letter and an initial document request. The scheduling of the audits will be performed by the Audit Managers.

Fieldwork

Each year, at the commencement of the planning phase of the audit, our engagement team will meet and identify for that client those areas (account balances, transaction classes, funds, activities, etc.) for which there is a heightened risk of fraud or misstatement. We will also inquire of management from VCTC and each agency as to their perception of the risk of fraud. We will then tailor our audit testing and transaction testing for the year to be specifically skewed to these areas of significant risk. We believe that this risk-focused approach toward testing in combination with analytical procedures is significantly more effective than prior approaches toward testing.

During this task, our staff will go in the field to conduct the audit. In general the fieldwork will include the following. The actual steps to be performed at any given jurisdiction may vary in order to address the specific facts and circumstances encountered.

1. We will obtain the trial balance, balance sheet and revenue and expenditure ledger as of and for the year.
2. We will document the internal controls over the recording of TDA and Proposition 1B revenues and expenditures and evaluate for adequacy.
3. We will trace all revenues for the year to source documents to ensure that revenues are accounted for in the correct fiscal year.



Proposal for Professional Services to Complete
Transportation Development Act (TDA) Financial and Compliance
Reports for Specified Agencies in the County of Ventura

Detailed Work Plan – cont.

4. We will judgmentally select a sample of expenditures and test them to ensure the expenditure was recorded in the proper period, the expenditure was properly supported, and the expenditure was allowable in accordance with the Public Utilities Code and California Code of Regulations and Proposition 1B. .
5. The scope of our review of activity will include expenditures which the claimant has incurred during the period, as well as a review of projects for which funds were allocated but not yet expended.
6. We will review to determine whether any required matching funds were spent.
7. We will determine whether any interest income should be allocated to the unspent grant funds.
8. Calculate the required ratios in accordance with the accordance with the Public Utilities Code and California Code of Regulations.
9. We will prepare any necessary adjustments and provide copies of our proposed adjustments to the claimant for their review.
10. We will obtain a representation letter from each claimant.

Fieldwork will be performed primarily by our Field Auditors. We typically will assign only one individual to perform the fieldwork at the agency.

Prepare Draft Report

Immediately upon the completion of fieldwork, our Field Auditors will prepare the draft report and submit it, along with the audit working papers, to the assigned Audit Manager for review. The Audit Manager will review the working papers and provide and document any review comments and request that the Field Auditor provide clarification. Should any audits be performed by an Audit Manager, the Engagement Partner will review the working papers. Once all comments are cleared, the working papers and draft report will be submitted to the Engagement Partner for review. After the Engagement Partner's review, the draft report will be submitted to the jurisdiction and VCTC for comment. We ask that the jurisdiction sign an acknowledgement form and return it to us with their comments on the draft report. This acknowledgement form serves as documentary evidence that the jurisdiction did, in fact, see and review the draft report. We will specify a date in which comments must be received by us in order that the report may be finalized in a timely manner. It is our plan that all draft reports will be issued within three weeks following completion of fieldwork.

Prepare Final Report

Upon receipt of comments from VCTC and/or the jurisdiction, we will modify the draft report if necessary. The draft report will then be finalized and submitted to the Engagement Partner for review and signature.



Proposal for Professional Services to Complete
Transportation Development Act (TDA) Financial and Compliance
Reports for Specified Agencies in the County of Ventura

Bi-weekly Status Meeting

Throughout the course of the Consolidated Audit Program audits, our Engagement Shareholder and/or Project Managers will be in communication with VCTC's Project Liaison. The purpose of this ongoing communication is to demonstrate to VCTC that the audits are progressing and will be completed by the required due dates. Additionally, this affords us the opportunity to notify VCTC on the front end should a controversial issue arise.

Project Timeline

Based upon the Scope of Work per the RFP and our approach per this proposal, we estimate the following timeline for completion of the project.

Task	Estimated Duration
Project kick-off meeting	Within one week following notice to proceed.
Scheduling the audits	Month of June
Fieldwork –	July through September
Prepare draft reports -	October through November 15
Finalize reports -	November through December 15

Based upon our review of the RFP, our approach to providing Consolidated Audit Program services and our prior experience, we commit to the VCTC that we will assign all resources necessary to complete this project by the required due dates.



Proposal for Professional Services to Complete
Transportation Development Act (TDA) Financial and Compliance
Reports for Specified Agencies in the County of Ventura

Fee Structure

Service	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018
TDA LTF and STA Audits and Related Reports	\$38,922	\$48,425	\$48,425	\$48,425	\$48,425
Total for Fiscal Year (not to exceed)	\$38,922	\$48,425	\$48,425	\$48,425	\$48,425

Breakdown of fee structures and hours of work per position for both Attachment #1, Attachment #2 and fee structure and hours or work per position for two, one-one-year option extensions for FY 2016/2017 and FY 2017/2018 are included in the following pages.



Proposal for Professional Services to Complete
Transportation Development Act (TDA) Financial and Compliance
Reports for Specified Agencies in the County of Ventura

Fee Structure

TDA LTF and STA Audits and Related Reports for 2013/2014

Hours by Program							
	<u>3</u>	<u>4</u>	<u>8a</u>	<u>8c</u>	<u>6.5</u>	<u>Prop 1B</u>	<u>Total</u>
City of Camarillo	12		12	12		8	44
City of Fillmore	12		12	12			36
City of Moorpark	12		12	12		8	44
City of Ojai	12		12	12		8	44
City of Oxnard	12		12				24
City of Port Hueneme	12		12				24
City of San Buenaventura	12		12	12			36
City of Santa Paula	12		12	12		8	44
City of Simi Valley	12		12			8	32
City of Thousand Oaks	12		12	12		8	44
County of Ventura	12		12	12		8	44
Gold Coast Transit (GCT)		40			40	8	88
VCTC	16			16	40	8	80
Southern California Regional Rail Authority (SCRRA)	0.5				0.5	0.5	1.5
County Auditor	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>40</u>	<u>0</u>	<u>40</u>
Total Hours	<u>148.5</u>	<u>40</u>	<u>132</u>	<u>112</u>	<u>120.5</u>	<u>72.5</u>	<u>625.5</u>
Hours by Classification							
	<u>3</u>	<u>4</u>	<u>8a</u>	<u>8c</u>	<u>6.5</u>	<u>Prop 1B</u>	<u>Total</u>
Partner	7	2	7	6	6	4	32
Manager	22	6	20	17	18	11	94
Staff	<u>119</u>	<u>32</u>	<u>106</u>	<u>90</u>	<u>96</u>	<u>58</u>	<u>501</u>
	<u>148</u>	<u>40</u>	<u>133</u>	<u>113</u>	<u>120</u>	<u>73</u>	<u>627</u>
Cost by Classification							
	<u>3</u>	<u>4</u>	<u>8a</u>	<u>8c</u>	<u>6.5</u>	<u>Prop 1B</u>	<u>Total</u>
Partner (@\$100/ hour)	\$ 700	\$ 200	\$ 700	\$ 600	\$ 600	\$ 400	\$ 3,200
Manager (@\$80/ hour)	1,760	480	1,600	1,360	1,440	880	7,520
Staff (@\$70/ hour)	<u>8,330</u>	<u>2,240</u>	<u>7,420</u>	<u>6,300</u>	<u>6,720</u>	<u>4,060</u>	<u>35,070</u>
	<u>10,790</u>	<u>2,920</u>	<u>9,720</u>	<u>8,260</u>	<u>8,760</u>	<u>5,340</u>	<u>45,790</u>
Discount (15%)							<u>6,869</u>
Fees - Not to exceed							<u>38,922</u>



Proposal for Professional Services to Complete
Transportation Development Act (TDA) Financial and Compliance
Reports for Specified Agencies in the County of Ventura

Fee Structure

TDA LTF and STA Audits and Related Reports for 2014/2015

Hours by Program							
	<u>3</u>	<u>4</u>	<u>8a</u>	<u>8c</u>	<u>6.5</u>	<u>Prop 1B</u>	<u>Total</u>
City of Camarillo	12		12	12		8	44
City of Fillmore	12		12	12			36
City of Moorpark	12		12	12		8	44
City of Ojai	12	16	12	12		8	60
City of Oxnard	12	16	12				40
City of Port Hueneme	12	16	12				40
City of San Buenaventura	12	16	12	12			52
City of Santa Paula	12		12	12		8	44
City of Simi Valley	12	16	12			8	48
City of Thousand Oaks	12	16	12	12		8	60
County of Ventura	12	16	12	12		8	60
Gold Coast Transit (GCT)		40			40	8	88
VCTC	16	40		16	40	8	120
Southern California Regional Rail Authority (SCRRA)	0.5				0.5	0.5	1.5
County Auditor	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>40</u>	<u>0</u>	<u>40</u>
Total Hours	<u>148.5</u>	<u>192</u>	<u>132</u>	<u>112</u>	<u>120.5</u>	<u>72.5</u>	<u>777.5</u>
Hours by Classification							
	<u>3</u>	<u>4</u>	<u>8a</u>	<u>8c</u>	<u>6.5</u>	<u>Prop 1B</u>	<u>Total</u>
Partner	7	10	7	6	6	4	40
Manager	22	29	20	17	18	11	117
Staff	<u>119</u>	<u>154</u>	<u>106</u>	<u>90</u>	<u>96</u>	<u>58</u>	<u>623</u>
	<u>148</u>	<u>193</u>	<u>133</u>	<u>113</u>	<u>120</u>	<u>73</u>	<u>780</u>
Cost by Classification							
	<u>3</u>	<u>4</u>	<u>8a</u>	<u>8c</u>	<u>6.5</u>	<u>Prop 1B</u>	<u>Total</u>
Partner (@\$100/ hour)	\$ 700	\$ 1,000	\$ 700	\$ 600	\$ 600	\$ 400	\$ 4,000
Manager (@\$80/ hour)	1,760	2,320	1,600	1,360	1,440	880	9,360
Staff (@\$70/ hour)	<u>8,330</u>	<u>10,780</u>	<u>7,420</u>	<u>6,300</u>	<u>6,720</u>	<u>4,060</u>	<u>43,610</u>
	<u>10,790</u>	<u>14,100</u>	<u>9,720</u>	<u>8,260</u>	<u>8,760</u>	<u>5,340</u>	<u>56,970</u>
Discount (15%)							<u>8,546</u>
Fees - Not to exceed							<u>48,425</u>



Proposal for Professional Services to Complete
Transportation Development Act (TDA) Financial and Compliance
Reports for Specified Agencies in the County of Ventura

Fee Structure

TDA LTF and STA Audits and Related Reports for 2013/2014

Hours by Program							
	<u>3</u>	<u>4</u>	<u>8a</u>	<u>8c</u>	<u>6.5</u>	<u>Prop 1B</u>	<u>Total</u>
City of Camarillo	12		12	12		8	44
City of Fillmore	12		12	12			36
City of Moorpark	12		12	12		8	44
City of Ojai	12	16	12	12		8	60
City of Oxnard	12	16	12				40
City of Port Hueneme	12	16	12				40
City of San Buenaventura	12	16	12	12			52
City of Santa Paula	12		12	12		8	44
City of Simi Valley	12	16	12			8	48
City of Thousand Oaks	12	16	12	12		8	60
County of Ventura	12	16	12	12		8	60
Gold Coast Transit (GCT)		40			40	8	88
VCTC	16	40		16	40	8	120
Southern California Regional Rail Authority (SCRRA)	0.5				0.5	0.5	1.5
County Auditor	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>40</u>	<u>0</u>	<u>40</u>
Total Hours	<u>148.5</u>	<u>192</u>	<u>132</u>	<u>112</u>	<u>120.5</u>	<u>72.5</u>	<u>777.5</u>
Hours by Classification							
	<u>3</u>	<u>4</u>	<u>8a</u>	<u>8c</u>	<u>6.5</u>	<u>Prop 1B</u>	<u>Total</u>
Partner	7	10	7	6	6	4	40
Manager	22	29	20	17	18	11	117
Staff	<u>119</u>	<u>154</u>	<u>106</u>	<u>90</u>	<u>96</u>	<u>58</u>	<u>623</u>
	<u>148</u>	<u>193</u>	<u>133</u>	<u>113</u>	<u>120</u>	<u>73</u>	<u>780</u>
Cost by Classification							
	<u>3</u>	<u>4</u>	<u>8a</u>	<u>8c</u>	<u>6.5</u>	<u>Prop 1B</u>	<u>Total</u>
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Staff (@\$70/ hour)	<u>8,330</u>	<u>10,780</u>	<u>7,420</u>	<u>6,300</u>	<u>6,720</u>	<u>4,060</u>	<u>43,610</u>
	<u>10,790</u>	<u>14,100</u>	<u>9,720</u>	<u>8,260</u>	<u>8,760</u>	<u>5,340</u>	<u>56,970</u>
Discount (15%)							<u>8,546</u>
Fees - Not to exceed							<u>48,425</u>



Proposal for Professional Services to Complete
Transportation Development Act (TDA) Financial and Compliance
Reports for Specified Agencies in the County of Ventura

APPENDIX A - PROPOSAL SUBMITTAL FORM

TO: VENTURA COUNTY TRANSPORTATION COMMISSION

DATE: May 8, 2014

In response to the Request for Professional Services Proposal for Transportation Development Act (TDA) annual financial and conformance audits.

PROPOSER: Conrad LLP

CONTACT: Sam Perera

TITLE: Partner

ADDRESS: 23702 Birtcher Drive, Lake Forest, CA 92630

TELEPHONE: (949) 552-7700 ext 205 FAX: _____

E-MAIL: Sperera@conradllp.com

SIGNATURE: _____

TITLE: _____