



AGENDA

TRANSIT OPERATORS ADVISORY COMMITTEE (TRANSCOM)

Thursday, May 8, 2013, 1:30 P.M.

Camarillo City Hall, Administrative Conference Room

601 Carmen Drive, Camarillo, CA

- Item #1** **CALL TO ORDER**
- Item #2** **INTRODUCTIONS AND ANNOUNCEMENTS**
- Item #3** **PUBLIC COMMENTS**
- Item #4** **APPROVAL OF APRIL 10, 2014 MEETING MINUTES – PG. 3**
That TRANSCOM approve the April 10, 2014 meeting minutes.
- Item #5** **PROPOSITION 1B TRANSIT CAPITAL APPROVAL OF PROJECTS– PG. 7**
That TRANSCOM recommend Commission approve \$900,000 of Proposition 1B Transit Capital funds for the Gold Coast Replacement Paratransit Vehicles Purchase and \$5,610,000 of Proposition 1B Transit Capital funds for the Gold Coast Facility Project.
- Item #6** **FISCAL YEAR 2013/14 PROPOSITION 1B SECURITY GRANT PROGRAM FUND AVAILABILITY– PG. 10**
That TRANSCOM recommend a schedule for Transit Operators to submit Proposition 1B Transit Security fund proposals to VCTC, for final approval of projects by the Commission.
- Item #7** **EAST COUNTY ADA SERVICE FUNDING DISTRIBUTION FORMULA – PG. 12**
That TRANSCOM receive and file a request for information pertaining to funding distribution.

- Item #8** **FISCAL YEAR 2014/15 PROGRAM OF PROJECTS – PG. 13**
That TRANSCOM recommend Commission approval of the Fiscal Year 2014/15 Program of Projects for federal transit operating, planning and capital assistance.
- Item #9** **DRAFT MUTUAL ASSISTANCE AGREEMENT – PG. 18**
That TRANSCOM approve the recommended draft Ventura County Mutual Aid Compact (VCMAC).
- Item #10** **ADJOURN**

**MINUTES OF THE
VENTURA COUNTY TRANSPORTATION COMMISSION
TRANSIT OPERATORS ADVISORY COMMITTEE (TRANSCOM)
April 10, 2014**

Item # 1 Call to Order

Chairperson Kathy Connell called the meeting to order at 1:34 p.m.

Item # 2 Introductions and Announcements

Mike Houser of Thousand Oaks advised that the Thousand Oaks City Council approved Automatic Passenger Counter (APC) purchases at the April meeting, they have selected MV Transit as the Contractor for bus services and the RFP for their summer beach bus will be released soon. Vanessa Rauschenberger of Gold Coast Transit mentioned they have begun installation of APC on eight buses and the data they have been provided so far shows not only ridership but on-time performance, travel time between stops and load factor. Ray Porras of CSU Channel Islands announced the annual Discover Channel Islands outreach event for prospective freshman students and parents come visit the University, noting that CSUCI will highlight alternative modes of transportation to students.

James Gamez of Nelson Nygaard handed out a draft outline of county-wide Performance Metrics and Service Guidelines for VCTC's Short Range Transit Plan (SRTP), explaining the document organization and discussing the benefits of Route Classification, Performance Metrics, Service Changes and Service Guidelines. Contact Amy Ahdi of VCTC with questions or information. Vic Kamhi of VCTC noted that VCTC's SRTP would not dictate requirements of Operators but should provide a plan to strive for, county-wide. Peter DeHaan of VCTC introduced a strategic planning effort by Metrolink called "On Track", which includes a survey found at www.metrolinktrains.com/ontrack/ and distributed new Metrolink schedules, effective April 7, to the group. Kathy Connell of VCTC noted that the Heritage Valley Transit Service Cooperative Agreement was brought to consensus in recent meetings between Ventura County, City of Fillmore, and City of Santa Paula, and the finalized Agreement will go to the Board and respective City Councils for approval before June.

Item # 3 Public Comments

None

Item # 4 Approval of March 13, 2014 Meeting Minutes

Shaun Kroes of Moorpark moved to approve the March 13, 2014 meeting minutes. Mike Houser of Thousand Oaks seconded the motion and it passed unanimously.

Item # 5 Oral Report on FY 2014/15 Program of Projects

Peter De Haan of VCTC presented this item, which was an oral report of Fiscal Year 2014/15 Program of Projects (POP). No action was requested or required of TRANSCOM. A table was presented to Operators, which had estimates of generated revenue by each operator/area, and reflected available programming amounts. Discussions were had regarding Section 5316 Jobs Access and Reverse Commute (JARC) funds being combined into Section 5307 Urban Area funds. Peter De Haan of VCTC clarified that this item will be brought back to TRANSCOM with an updated table and calculations. Mike Houser of Thousand Oaks suggested that non-profits come first in line when programming projects and Mike Culver of MMP, Inc. thanked the group for the consideration of non-profits, when competing for funds. Vic Kamhi of VCTC mentioned that Section 5310 funds (capital expenditures for para transit for the elderly and disabled)

are to be administered by the State of California yet VCTC learned they are a year behind on the cycle and the focus for these funds could be on vehicles, not travel training. Vic Kamhi of VCTC explained that Ventura and Los Angeles Counties asked the State of California for approval to administer the funds, in the interim, in an effort to keep travel training and medi-ride programs.

Item # 6 FY 2014/15 Transportation Development Act Unmet Transit Needs Draft Findings

Vic Kamhi of VCTC presented this item, handing out a Revised Draft of 2014/15 Transportation Development Act (TDA) Unmet Transit Needs Findings and explaining that the Cities of Moorpark, Camarillo, Santa Paula and Fillmore are subject to potentially withheld TDA funds for streets and roads if VCTC's Findings (based on public comments) determine an unmet transit need exists in those areas that are reasonable to meet. Vic Kamhi of VCTC recognized the process as a chance for citizens to provide input regardless of area, stating VCTC's commitment to sharing this input and elaborating on the Recommended Findings, specifically the Analysis of Testimony Received. Steve Brown of Gold Coast Transit expressed concern in that Gold Coast Transit, Simi Valley and Thousand Oaks are not required to participate in VCTC's Unmet Transit Needs process so the gathering then analyzing of respective public comments by VCTC on behalf of other Agencies that have their own Unmet Transit Needs process could create confusion or unrealistic expectations for members of the public that want service. Vic Kamhi of VCTC stated he understands, explaining that TDA mandates VCTC, as the Regional Transportation Planning Agency (RTPA), initiate a county-wide Unmet Transit Needs process and should VCTC receive a comment regarding service in an area that is excluded per TDA, that comment must still be included in the overall Analysis and Findings performed by VCTC. Steve Brown of Gold Coast Transit suggested that VCTC direct comments received pertaining to local jurisdictions that have their own Unmet Needs Process be relayed to that local jurisdiction, in real time. Shaun Kroes of Moorpark asked that the Evaluation Criteria for the definition of "reasonable to meet" appear once and not be duplicated in other areas of the Draft Findings. Steve Brown of Gold Coast Transit asked for the exclusion of references to Gold Coast Transit when presenting an analysis of testimony for another local jurisdiction. Shaun Kroes of Moorpark then moved to approve the findings. Mike Houser of Thousand Oaks stated he does not disagree with the Findings but does not want to approve the formatting of the content, as presented. Further discussion lead to TRANSCOM providing comments on the Findings, as follows:

- Re-structure the analysis on Unmet Transit Needs comments, omitting specific recommendations for Agencies who are not required to participate in VCTC process.
- Decrease the size of the document; generally simplify the definitions and recommendations.
- Provide a consistent and concise conclusion be made after each recommended finding for each Agency, as comments "conveyed to" each Agency "for their consideration".

Vic Kamhi of VCTC explained that CTAC has already approved the Draft Findings and action from TRANSCOM is not required, this is a receive and file item. Mike Houser of Thousand Oaks moved to receive and file, with requested changes. Chair Kathy Connell of Ventura County seconded this motion.

Item # 7 Status Update on Draft Mutual Assistance Agreement

Amy Ahdi of VCTC presented this item, mentioning that feedback on the Ventura County Mutual Assistance Compact (VCMAC) brought to TRANSCOM in March was received and a revised Draft, based on comments received, will be brought back to TRANSCOM at the May meeting. If you have questions or comments, please contact Amy Ahdi of VCTC.

Item # 8 ADA Certification Update

Mike Culver of Mobility Management Partners, Inc. gave updates on February and March ADA Certification Services Reports and provided the formal procedure for Issuance of Emergency ADA Certification. There was discussion on Adult Daycare Health Care (ADHC) entities relying on use of ADA para transit service and Chris Latham of Simi Valley mentioned that an Adult Day Care in Simi Valley has coordinated students applying for ADA Certification, using the service as such that they have had to turn down seniors due to capacity limits. Vic Kamhi of VCTC stated Operators cannot deny service but you can encourage the ADHC to contracting for or encouraging other transit options. Peter De Haan of VCTC mentioned that Margaret Heath of Gold Coast Transit could assist with specific questions on subscription and time frame limits, in these scenarios.

Item # 9 Chair Kathy Connell adjourned the meeting at 2:18 p.m.



TRANSCOM

DATE: Thursday, April 10, 2014

PLEASE SIGN IN:

Aaron Bonfillin
Andrew Mikkelsen
Addy Santamaria
Ann Springer
Ben Cacatian
Bill Golubics
Brian Yanez
Cameron Yee
Charles Sandin
Chuck McQuary
Chris Watson
Chuck Perkins
Danny Haws
Darren Kettle
David Fleisch
Debra Solomon
Drew Lurie
Elizabeth Amador
Fabian Gallardo
Fernando Castro
Gina Summey
Gloria Sotelo
Grahame Watts
Greg Grant
Heleno Buchman
Jaime Fontes
Jan Richards
Jason Lott
Jeff Hereford
Jesus Galvan
Joanna Capelle
John Quinn
Vic Kamhi
Jim Moore
Jim White
Kara Elam
Kathy Connell
Kerry Forsythe

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Kimberly Gayle
Leticia Leon
Linda Wright
Lily Lopez
Margaret Heath
Maria Tello
Martin Erickson
Mary Travis
Matt Gleason
Mike Culver
Mike Houser
Mike Powers
Paula Johnson
Peter De Haan
Ray Evans
Ray Porras
Rigo Landeros
Jacqui Cervantes-Roberts
Roc Pulido
Ron Calkins
Syed Shdab
Shaun Kroes
Stephanie Young
Steve Brown
Steve Rosenberg
Susan White
Sue Tatangelo
Tom Fox
Tom Mericle
Vanessa Rauschenberger
Teresa Gonzalez
James Gomez
Amy Andri
Claire Jansen-Wagge

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Item #5

May 8, 2014

MEMO TO: TRANSIT OPERATORS ADVISORY COMMITTEE
FROM: STEPHANIE YOUNG, PROGRAM ANALYST
SUBJECT: PROPOSITION 1B TRANSIT CAPITAL APPROVAL OF PROJECTS

RECOMMENDATION:

- Recommend Commission approval of \$900,000 of Proposition 1B Transit Capital for the Gold Coast Replacement Paratransit Vehicles purchase and \$5,610,000 of Proposition 1B Transit Capital for the Gold Coast Facility project.

BACKGROUND:

Proposition 1B, approved by the voters in 2006, includes \$3.6 billion statewide for transit capital projects, to be distributed to transit operators and regional agencies by formula. VCTC's total apportionment is approximately \$39,645,000. The VCTC Transit Investment Study developed a list of recommended transit capital projects to be funded by Proposition 1B, as well as project selection criteria to be used if additional unanticipated funds become available. Much of this list was funded with the help of federal stimulus funds for transit. Other Transit Investment Study projects were funded with \$10,564,000 of Proposition 1B Transit Capital Funds, leaving an unprogrammed balance of \$29,081,000.

At the October 5, 2012 meeting, the Commission approved \$2,374,000 of bus replacement projects and \$867,000 of rail projects for Transit Capital funding. The Commission also reserved \$13,890,000 for future bus replacement projects and the construction phase of the Gold Coast Transit facility. The projects remaining on the reserve list are shown in ATTACHMENT A. In addition to this, \$150,000 was programmed for the Metrolink Sealed Corridor project at the July 12, 2013 meeting.

At the October 4, 2013 meeting, the City of Santa Paula's bus purchase projects were removed from the reserve list due to the results of the Heritage Valley Transit Study. This increased the remaining Transit Capital amount to \$12,240,000, all of which was programmed at the October 2013 meeting, to VCTC for VISTA and the Heritage Valley, Thousand Oaks, Ojai, Simi Valley and Gold Coast Transit bus purchases.

DISCUSSION:

Recently Gold Coast Transit informed staff about which of their projects on the reserve list would be ready to start within the next 18 months. These projects, which are recommended for funding, are:

- \$5,610,000 for the new Gold Coast Transit Facility and,
- \$900,000 of the \$2,630,000 reserved for replacement Gold Coast paratransit vehicles.

The City of Simi Valley, the other agency that has projects on the reserve list, is not yet ready to request their funds. As all of the funds have been programmed or reserved, there is no more remaining Proposition 1B Transit Capital funding available for the county.

Proposition 1B Transit Capital Reserve List

Agency	Description	Amount Reserved	Amount Recommended for Current Funding Cycle
Gold Coast	New administration, maintenance, and operations facility	\$5,610,000	\$5,610,000
Gold Coast	24 replacement paratransit vehicles	\$2,630,000	\$900,000
Simi Valley	Four replacement CNG transit buses.	\$2,200,000	\$0
Simi Valley	Six CNG paratransit replacement vans	\$600,000	\$0
TOTAL		\$11,040,000	\$6,510,000

Previously Allocated Proposition 1B Transit Capital Reserve List Projects

Thousand Oaks	Replacement DAR Vehicles	\$800,000	\$0
Gold Coast	New administration, maintenance, and operations facility	\$1,610,000	\$0



Item #6

May 8, 2014

MEMO TO: TRANSIT OPERATORS ADVISORY COMMITTEE
FROM: STEPHANIE YOUNG, PROGRAM ANALYST
SUBJECT: FISCAL YEAR (FY) 2013/14 PROPOSITION 1B TRANSIT SECURITY GRANT PROGRAM FUND AVAILABILITY

RECOMMENDATION:

- Recommend schedule for transit operators to submit Proposition 1B Transit Security fund proposals to VCTC by June 12, 2014, for final approval of projects by the Commission on July 25, 2014.

BACKGROUND:

The State has appropriated \$60 million in Proposition 1B Transit Safety, Security & Disaster Response bond funds for FY 2013/14, distributed by formula to regional transportation agencies and transit operators. Based on the formula the Ventura County Transportation Commission (VCTC) can receive \$709,972, which is available for transit capital projects within Ventura County, subject to available bond financing. VCTC will accept proposals from agencies stating which project(s) they would like to nominate for use of Proposition 1B Security funds. A description of the project, project benefits, and funding amount requested will be sufficient for this stage of the approval process. These proposals will be due June 12, 2014, to Stephanie Young at VCTC, 950 County Square Drive, Suite 207, Ventura, CA 93003 or emailed to syoung@goventura.org.

The following projects are eligible for this program:

1. Capital projects that provide increased protection against a security or safety threat, including, but not limited to the following:
 - a) Construction or renovation projects that are designed to enhance security of public transit stations, facilities, and equipment;
 - b) Explosive device mitigation and remediation equipment;
 - c) Chemical, biological, radiological and nuclear explosives search, rescue or response equipment;
 - d) Interoperable communications equipment;
 - e) Physical security enhancement equipment;
 - f) Installation of fencing, barriers, gates or related security enhancements that are designed to improve the physical security of transit stations, facilities, and equipment; and
 - g) Other security and safety related projects approved by the California Governor's Office of Emergency Services (Cal OES).

2. Capital expenditures to increase the capacity of transit operators to prepare for disaster-response transportation systems that can move people, goods, emergency personnel, and equipment in the aftermath of a disaster.
3. Other allowable costs under California Government Code 16727 (a) include costs directly related to construction or acquisition, including but not limited to planning, engineering, construction management, architectural, and other design work, EIRs and assessments, required mitigation expenses, appraisals, legal expenses, site acquisitions, necessary easements, and warranties, as approved by Cal OES.

The Proposition 1B Transit Safety, Security & Disaster Response Fund program is administered by Cal OES. Bus transit operators selected by VCTC will receive funds directly from Cal OES, while Metrolink projects are passed through VCTC. The Cal OES guidelines for these grants can be found at <http://www.calema.ca.gov/EMS-HS-HazMat/Pages/Proposition-1B-Grant-Documents.aspx>.

The proposed schedule is as follows:

1. **May 7:** VCTC issues fund availability notice to TRANSCOM.
2. **May 8:** Commission approves schedule for fund proposal submittal.
3. **June 12:** Project proposals due in VCTC's office.
4. **July 10:** Draft recommendation considered by TRANSCOM
5. **July 25:** Project selection by Commission.

Projects selected by the Commission will be submitted to Cal OES. VCTC will then assist sponsors with submittal of Investment Justifications and will work with sponsors to prepare final applications. Once funds are received, sponsors will be required to submit Performance Reports to Cal OES and VCTC semi-annually. All funds must be expended no later than March 31, 2017. Per Cal OES guidelines, sponsors must also agree to retain records for 35 years after completion of the project. Please direct any questions to Stephanie Young at (805) 642-1591, extension 108, or syoung@goventura.org.



Item #7

May 8, 2014

MEMO TO: TRANSIT OPERATORS ADVISORY COMMITTEE
FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
SUBJECT: EAST COUNTY ADA SERVICE FUNDING DISTRIBUTION

RECOMMENDATION:

- Receive and file.

BACKGROUND:

Fiscal Year 2013/14 is the last year that VCTC will distribute a portion of the FTA Section 5307 funds to operators under a different formula for East County Intercity ADA Service. Generally, these funds were distributed in fixed amounts to each operator, but in the last few years the funds were distributed proportionally based on the number of east county intercity ADA trips provided in the previous fiscal year, with each participant receiving a base amount of \$11,000, and Camarillo receiving \$2,500 for administration of the invoicing. However, the prior year trip proportion is inappropriate for this year due to the end of participation by Camarillo Health Care District part way through the year, with the City of Camarillo and to a lesser extent the City of Thousand Oaks taking over those trips. The issue was discussed at the November, 2013 TRANSCOM meeting and it was decided to use the number of trips provided for the first 11 months of the fiscal year for the proportional part of the distribution. VCTC staff therefore needs each ADA participant to provide, preferably as soon as possible after May 31st, the number of ADA Intercity trips provided from July 1, 2013 to May 31, 2014, to allow a distribution of the funding prior to the fiscal year close out.



Item #8

May 8, 2014

MEMO TO: TRANSIT OPERATORS ADVISORY COMMITTEE
FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
SUBJECT: APPROVE FISCAL YEAR 2014/15 PROGRAM OF PROJECTS

RECOMMENDATION:

- Recommend Commission approve the Program of Projects (POP) for federal transit operating, planning and capital assistance for FY 2014/15.

BACKGROUND:

The Federal Transit Administration (FTA) requires that the public be provided an opportunity to review transit projects proposed to be funded with federal dollars. As the designated recipient of federal transit funds, the VCTC is required to hold a public hearing and adopt a POP which lists projects to be funded with federal funds in each urban area of Ventura County. Since 2003, VCTC has prepared the POP using separate programs for the Oxnard/Ventura, Thousand Oaks/Moorpark, and Camarillo urbanized areas, as defined by the U.S. Census Bureau. Later, VCTC also began to prepare the POP for Simi Valley based on a decision by Caltrans to delegate to VCTC the Designated Recipient status for Simi Valley.

In early summer of each year VCTC approves a draft POP which can be used as the basis for a TIP amendment to incorporate the projects into the TIP. The Final POP, to be adopted in September, could incorporate changes based on adopted transit operator budgets, or other updated funding figures, such as the final adopted Metrolink budget.

Last month VCTC staff provided the transit operators with tables showing the calculation of estimated revenues and expenses for the four urbanized areas. The transit operators then provided proposed programs based on the amounts of funds shown in the tables as being available for each operator.

Under VCTC's adopted policy, the estimated amount to be generated under the FTA formula by each transit operator's service provides the target amount for that operator's program. For agencies providing local bus service, the programming target includes the amount generated under the formula for the jurisdiction's population, after subtracting out a proportional share of costs for countywide planning activities.

It should be noted that the federal transportation authorization law, Moving Ahead for Progress in the 21st Century (MAP-21) legislation, expires at the end of FY 2013/14, and since no new authorization has passed, VCTC conservatively assumed FY 2014/15 funds to be equal to the FY 2013/14 apportionments.

Should the adopted FY 2015 Federal transportation budget be lower than these estimates, it will be necessary to make changes in the Program of Projects.

A significant issue has arisen because the FY 2015 estimates are the first that had the advantage of using actual MAP-21 apportionments in the calculation. The formula weighting for rail service is higher than previously anticipated, and the weights for area population and bus service are lower. Furthermore, MAP-21 combined Section 5307 with the former Section 5316 Jobs Access and Reverse Commute program, incorporating an apportionment factor for low income population that was previously used for the stand-alone Section 5316 program. However, the weight for this factor is several times larger than anticipated by VCTC. The lowered bus and general population factors would normally require the bus operators to submit reduced programs relative to last year, but the proposed POP instead keeps each bus operator at its prior-year funding level, through use of the funds attributable to low-income population.

After using a portion of the funds attributable to low income population to keep the existing level of bus funds, staff estimates there will be approximately \$175,000 of FY 2015 funds available for JARC uses. Under Section 5316, funds were distributed through a competitive project selection in which the majority of the funds typically went to transit operators for JARC-eligible services, and a smaller amount went to social service agencies. About \$300,000 annually was apportioned to the county, with the social service agencies in recent years typically requesting no more than \$125,000 per year.

This year, for the first time since MAP-21 significantly increased the funding generated by Metrolink service, the POP shows the funds generated by Metrolink on an annual basis being fully utilized, with most of the funds being used for Metrolink in FY 2015/16 but a smaller amount also being used by VISTA in FY 2015/16 to reduce the need for SCRRA to swap funds. There is also a \$298,409 prior-year carryover generated by Metrolink which has been applied to reduce the use of local funds for Metrolink in FY 2014/15. The draft VCTC FY 2014/15 budget included the use of these carryover funds for the Metrolink operating swap. However, the draft budget assumed a 5% Metrolink increase over FY 2013/14, while the draft Metrolink budget which has now been presented represents a 7.4% increase (which is still lower than the 11.7% increase between 2012/13 and 2013/14). The POP provides sufficient additional FTA funds to cover the increase over the draft VCTC budget, but the funding of future large increases using FTA funds will be questionable given that the funds generated annually by Metrolink are now being fully used.

As was done last year, rather than include a small amount of Section 5339 funds in each operator's program, the POP swaps each local operator's share of 5339 funds with 5307 funds generated by VISTA, thus assigning all Section 5339 funds to the VISTA capital leases. VCTC has continued to shift funds between VISTA and Countywide Planning so that all of the Countywide Planning line items are shown under the Oxnard/Ventura area. Thus, in the POP the contributions for Thousand Oaks/Moorpark, Camarillo, and Simi Valley for Countywide Planning show up instead as contributions to VISTA.

As TRANSCOM is aware, in prior years there was a set-aside of \$150,000 from the east county apportionments that was used for the East County Intercity ADA Service. As discussed at prior Committee meetings, starting in FY 2015/16 these funds are being added to the overall apportionments available to the areas where they are generated, rather than being separated out by VCTC and distributed through a separate formula. FTA allows each area to use up to 10% of its apportionment toward ADA operations with an 80% federal reimbursement ratio.

Subsequent to the TRANSCOM meeting, staff will publish the POP for public notice, and will present the POP to the VCTC for Public Hearing and approval at the June 6th meeting.

Program of Projects

The Ventura County Transportation Commission (VCTC) will hold a public hearing on the Program of Projects (POP) for the Oxnard, Thousand Oaks, Camarillo and Simi Valley Urbanized Areas (UAs) for projects to be funded with Federal Transit Administration funds in the 2014/15 Fiscal Year (FY 2015). The funds available in FY 2015 are estimated to be \$14,898,000 for the Oxnard UA, \$5,930,000 for the Thousand Oaks UA, \$2,915,000 for the Camarillo UA, and \$2,852,000 for the Simi Valley UA, based on anticipated FY 2013 funds, prior year carry-over funds, and federal discretionary funds. The public hearing will be held at 9:00 a.m. on Friday, June 6, 2014, in the Camarillo City Council Chamber, 601 Carmen Drive, in Camarillo. The POP is available for public inspection at 950 County Square Drive, Suite 207, Ventura CA 93003.

FY 2014/15 Federal Transit Program of Projects

		Total Cost	Federal Share	Local Share & Other
OXNARD/VENTURA URBANIZED AREA				
Gold Coast Transit				
	<u>Operating Assistance</u>			
	Operating Assistance	\$ 2,200,000	\$ 1,100,000	\$ 1,100,000
		\$ 2,200,000	\$ 1,100,000	\$ 1,100,000
	<u>Planning Assistance</u>			
	Transit Service Administration & Support	\$ 125,000	\$ 100,000	\$ 25,000
	Marketing & Passenger Awareness Activities	\$ 125,000	\$ 100,000	\$ 25,000
		\$ 250,000	\$ 200,000	\$ 50,000
	<u>Capital Assistance</u>			
	Preventive Maintenance	\$ 2,063,241	\$ 1,650,593	\$ 412,648
	Operations and Maintenance Facility	\$ 125,000	\$ 100,000	\$ 25,000
	ADA Paratransit Service	\$ 1,112,500	\$ 890,000	\$ 222,500
		\$ 3,300,741	\$ 2,640,593	\$ 660,148
	Total Gold Coast	\$ 5,750,741	\$ 3,940,593	\$ 1,810,148
Ventura County Transportation Commission				
	<u>Planning Assistance</u>			
	Transit Planning and Programming (FY 15/16)	\$ 771,250	\$ 617,000	\$ 154,250
	Transit Information Center (FY 15/16)	\$ 196,250	\$ 157,000	\$ 39,250
	Fare Collection/Passenger Counting Data Management (FY 15/16)	\$ 475,000	\$ 380,000	\$ 95,000
	Elderly/Disabled Planning/Evaluation (FY 15/16)	\$ 200,000	\$ 160,000	\$ 40,000
	Transit Marketing (FY 15/16)(CMAQ Funds)	\$ 500,000	\$ 500,000	\$ -
	VISTA Planning (FY 15/16)	\$ 458,750	\$ 367,000	\$ 91,750
		\$ 2,601,250	\$ 2,181,000	\$ 420,250
	<u>Capital Assistance</u>			
	VISTA Svcs - Capital Leases (FY 15/16)	\$ 389,865	\$ 311,892	\$ 77,973
	VISTA Svcs - Cap Leases (FY15/16) (Sec 5339)	\$ 848,600	\$ 678,880	\$ 169,720
	Fare Collection/Ridership Monitoring Equipment	\$ 312,500	\$ 250,000	\$ 62,500
	NextBus for Bus Stop Signage	\$ 93,750	\$ 75,000	\$ 18,750
	(Transit Enhancement Funds)			
	Metrolink Capital Rehabilitation (FY 14/15)	\$ 298,409	\$ 298,409	\$ -
	Metrolink Capital Rehabilitation (FY 15/16)	\$ 1,747,445	\$ 1,747,445	\$ -
	Metrolink Capital Rehabilitation (FY 15/16)	\$ 4,212,385	\$ 4,212,385	\$ -
	(Section 5337 Rail Modernization)			
		\$ 7,902,954	\$ 7,574,011	\$ 328,943
	Total VCTC	\$ 10,504,204	\$ 9,755,011	\$ 749,193
Heritage Valley Transit				
	<u>Operating Assistance</u>			
	Operating Assistance (FY 15/16)	\$ 1,005,082	\$ 502,541	\$ 502,541
		\$ 1,005,082	\$ 502,541	\$ 502,541
	TOTAL	\$ 17,260,027	\$ 14,198,145	\$ 3,061,882

Ventura County Transportation CommissionCapital Assistance

VISTA Svcs - Capital Leases (FY14/15)	\$ 886,801	\$ 709,441	\$ 177,360
VISTA Svcs - Cap Leases (FY14/15) (Sec 5339)	\$ 268,260	\$ 214,608	\$ 53,652
Metrolink Capital Rehabilitation (FY 15/16)	\$ 739,597	\$ 739,597	\$ -
Metrolink Capital Rehabilitation (FY 15/16) (Section 5337 Rail Modernization)	\$ 2,824,075	\$ 2,824,075	\$ -
NextBus Upgrade for Bus Stop Signage (Transit Enhancement Funds)	\$ 37,500	\$ 30,000	\$ 7,500
Total VCTC	\$ 4,756,233	\$ 4,517,721	\$ 238,512

City of Thousand OaksPlanning Assistance

Transit Marketing	\$ 50,000	\$ 40,000	\$ 10,000
Transit Planning and Technical Support	\$ 462,778	\$ 370,222	\$ 92,556
	\$ 512,778	\$ 410,222	\$ 102,556

Capital Assistance

Transit Vehicle Maintenance	\$ 475,000	\$ 380,000	\$ 95,000
Transit Facilities / Bus Stops Maintenance	\$ 125,000	\$ 100,000	\$ 25,000
Transit Vehicle Capital Lease	\$ 62,500	\$ 50,000	\$ 12,500
Bus Stop Enhancements (Transit Enhancement Funds)	\$ 12,500	\$ 10,000	\$ 2,500
	\$ 675,000	\$ 540,000	\$ 135,000
Total Thousand Oaks	\$ 1,187,778	\$ 950,222	\$ 237,556

City of MoorparkOperating Assistance

Fixed Route/Paratransit Operating Assistance	\$ 326,810	\$ 46,829	\$ 279,981
	\$ 326,810	\$ 46,829	\$ 279,981

Capital Assistance

Fixed Route Vehicle Capital Maintenance	\$ 170,375	\$ 136,300	\$ 34,075
Dial-a-Ride Capital Leases / Cap Maint	\$ 49,000	\$ 39,200	\$ 9,800
	\$ 219,375	\$ 175,500	\$ 43,875
Total Moorpark	\$ 546,185	\$ 222,329	\$ 323,856
TOTAL	\$ 6,163,386	\$ 5,643,443	\$ 519,943

CAMARILLO URBANIZED AREA**Ventura County Transportation Commission**Capital Assistance

VISTA Svcs - Cap Leases (FY14/15) (Sec 5339)	\$ 183,269	\$ 146,615	\$ 36,654
Total VCTC	\$ 183,269	\$ 146,615	\$ 36,654

City of CamarilloPlanning Assistance

Transit Planning	\$ 31,250	\$ 25,000	\$ 6,250
	\$ 31,250	\$ 25,000	\$ 6,250

Operating Assistance

Camarillo Area Transit Operating Assistance	\$ 1,560,000	\$ 780,000	\$ 780,000
	\$ 1,560,000	\$ 780,000	\$ 780,000

Capital Assistance

ADA Paratransit Service	\$ 161,836	\$ 129,469	\$ 32,367
Camarillo Rail Station / Bus - Capital Maintenance	\$ 400,000	\$ 320,000	\$ 80,000
Two Expansion Transit Vehicles	\$ 250,000	\$ 200,000	\$ 50,000
ADA Upgrades	\$ 50,000	\$ 40,000	\$ 10,000
	\$ 861,836	\$ 689,469	\$ 172,367
Total Camarillo	\$ 2,453,086	\$ 1,494,469	\$ 958,617
TOTAL	\$ 2,636,355	\$ 1,641,084	\$ 995,271

SIMI VALLEY URBANIZED AREA**Ventura County Transportation Commission**Capital Assistance

VISTA Svcs - Cap Leases (FY14/15) (Sec 5339)	\$ 363,761	\$ 291,009	\$ 72,752
Total VCTC	\$ 363,761	\$ 291,009	\$ 72,752

City of Simi ValleyOperating Assistance

Simi Valley Transit Operating Assistance	\$ 3,460,428	\$ 1,730,214	\$ 1,730,214
	\$ 3,460,428	\$ 1,730,214	\$ 1,730,214

Capital Assistance

Preventive Maintenance	\$ 680,800	\$ 544,640	\$ 136,160
Non Fixed-Route ADA Paratransit Capital	\$ 320,050	\$ 256,040	\$ 64,010
Dispatch Software	\$ 36,900	\$ 29,500	\$ 7,400
	\$ 1,037,750	\$ 830,180	\$ 207,570

Total Simi Valley	\$ 4,498,178	\$ 2,560,394	\$ 1,937,784
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TOTAL	\$ 4,861,939	\$ 2,851,403	\$ 2,010,536
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Item #9

May 8, 2014

MEMO TO: TRANSIT OPERATORS ADVISORY COMMITTEE

FROM: AMY AHDI, TRANSIT PLANNER

SUBJECT: DRAFT MUTUAL ASSISTANCE AGREEMENT

RECOMMENDATION:

- Approve the recommended draft Ventura County Mutual Aid Compact (VCMAC)

BACKGROUND:

The VCMAC would establish an avenue to better respond and recover from emergencies as it provides a clear legal framework. Executing the Agreement does not compel any Member Agency to provide any resources at the time of an emergency, it merely indicates a willingness to do so and abide by the procedures set out in the Agreement.

A draft of the VCMAC presented at both the March TRANSCOM and the Emergency Coordinators Council meeting. Respective members were asked to review and comment on the draft. Attached is the recommended draft VCMAC.

The recommended action is to approve the draft VCMAC. In addition, TRANSCOM members are requested to distribute the draft to their respective agencies for additional feedback. Members are requested to return to the draft with any comments so that a final can be circulated to the Commission, the County, and the providers for final action.

Ventura County Transit Mutual Assistance Compact
RECOMMENDED DRAFT

VENTURA COUNTY TRANSIT OPERATORS MUTUAL ASSISTANCE AGREEMENT

PREAMBLE

This Ventura County Mutual Assistance Compact (VCMAC) and its Members have established a formal process to receive and provide assistance for personnel, services, and equipment during an emergency. This Mutual Assistance Agreement contained herein, sets forth the terms and conditions under which the undersigned members agree to provide and/or receive Mutual Assistance. However, if a Requesting Member and one or more Providing Members are parties to another mutual assistance agreement at the time the Mutual Assistance is requested, such other mutual agreement shall govern the Mutual Assistance among those Members insofar as the previous agreements are not inconsistent with this Agreement.

In consideration of the foregoing, the VCMAC Member hereby agrees as follows:

- A. When providing or receiving Mutual Assistance, Member shall adhere to these written principles to govern Mutual Assistance arrangements among member Agencies that are in effect as of the date of a specific request for Mutual Assistance, unless otherwise agreed to in writing by each Member.
- B. Requesting Members agree that they will provide appropriate reimbursement to the Providing Member regarding all costs and expenses incurred by Providing Member in furnishing Mutual Assistance as identified under the articles of this Agreement, unless otherwise agreed to in writing by each Member. Members must maintain auditable records in a manner consistent with generally accepted practices and in a manner consistent with the Members adopted practices and methods of record keeping and retention.
- C. During each Period of Assistance, the conduct of the Requesting Member and the Providing Member shall be subject to the liability and indemnification provisions set forth herein.
- D. A Member may withdraw from this Agreement at any time. In such an event, the Member should provide written notice to the Chair of the VCMAC Steering Committee.
- E. The Ventura County Transportation Commission (VCTC) shall maintain a current list of Members, which shall be distributed to all VCMAC Members no less than twice annually; however, a Member may request a copy of the signed Agreement of another Member at any time.

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ARTICLE I.

PURPOSE

It is recognized that local and regional emergencies may overwhelm the resources and capabilities of member transit agencies, and that transit agencies countywide and throughout the region may require assistance in the form of personnel, services, equipment, and supplies to continue to deliver critical services. VCMAC Members have established this Mutual Assistance Agreement to address public transit needs during an emergency. VCMAC Members are encouraged to coordinate response activities and share resources in an emergency. This Agreement sets forth the policies and standards for the administration of the VCMAC.

This agreement shall be in accordance with the California Emergency Services Act, the California Disaster and Civil Defense Master Mutual Assistance Agreement, and existing state and local emergency operations plans, and shall be available to transportation providers in the State of California.

ARTICLE II.

DEFINITIONS

- A. **Associate Member** - Any non-transit participant, approved by the VCMAC Steering Committee, that provides a support role for the program, such as Federal Transportation Agency, California Department of Transportation, California Office of Emergency Services (Cal-OES), U.S. Department of Transportation, local emergency management organizations, Volunteer Organizations Active in Disasters, and/or others who are not signatories to the VCMAC, but manifest the intent to offer support or coordination.
- B. **Authorized Official** – An employee or officer of a Member agency who is empowered and legally authorized to: (1) request assistance; (2) offer assistance; (3) refuse to offer assistance or (4) cancel a request or release assistance (5) withdraw assistance under this Agreement. It is suggested that this person be a person in authority during an emergency that would be authorized to obligate funds or resources and bind their agency for the cost of these resources. It is also suggested that alternative authorized officials be designated in case the primary authorized official is unavailable during the emergency.
- C. **Emergency** – A natural or human caused event or circumstance causing, or imminently threatening to cause, impact to the operations of a Member, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, flood, severe weather, earthquake, tsunami, civil disturbance, riot, explosion, drought, volcanic activity, spills or releases of oil or hazardous material, utility interruption, transportation emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or other conditions which are, or are likely to exceed the resources of a Member and requires Mutual Assistance.
- D. **Founding Members** – Public transit providers in Ventura County: Gold Coast Transit and

DAR, VISTA, Ojai Trolley, Moorpark City Transit and DAR, Camarillo Area Transit and DAR, Simi Valley Transit and DAR, Thousand Oaks Transit and DAR, Heritage Valley DAR, and, Oxnard Harbor and Beaches DAR.

- E. **Incident Command System (ICS)** - A management system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- F. **Independent Contractor** – Independent entity that agrees to furnish certain number or quantity of goods, material, equipment, personnel, and/or services that meet or exceed stated requirements or specifications, at a mutually agreed upon price and within a specified timeframe to Members.
- G. **Member** – Any public or private transit provider who participates in the Transit Mutual Assistance program by executing the VCMAC Agreement.
- H. **Mutual Assistance** – Any assistance provided under this Agreement. Mutual assistance is to be provided to a Requesting Member with the exception of cost reimbursement as negotiated with the Providing Member.
- I. **Mutual Assistance Agreement** – A Written agreement between and among Members that provides a mechanism to quickly obtain Mutual Assistance in the form of personnel, equipment, materials and other associated services. The primary objective is to facilitate rapid, short-term deployment of emergency support prior to, during, and/or after an emergency. Mutual assistance is to be provided to a Requesting Member with the expectation of cost reimbursement as negotiated with the Providing Member.
- J. **National Incident Management System (NIMS)** – A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- K. **Period of Assistance**– A specified period of time when a Providing Member assists a Requesting Member. The period shall commence when personnel and/or equipment expenses are initially incurred by the Providing Member in response to the official request of the Requesting Member.
- L. **Providing Member** – A Member that responds to a Requesting Member by agreeing to provide personnel, services, equipment, etc. under the terms and conditions of this Agreement.
- M. **Requesting Member** – A Member who requests assistance under this Agreement.
- N. **Security Sensitive Information** – Any document marked Security Sensitive Information

(SSI), including but not limited to any map, report, notes, papers, plans, opinion, or e-mail, which relates to the system vulnerabilities of a Member or Associate Member, shall be handled consistent with proper protocols for Security Sensitive Information under 49 CFR Parts 15 and 1520.

- O. ***Standardized Emergency Management System (SEMS)*** – A standardized approach to command and jurisdictional management and response set forth by State of California Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.

ARTICLE III. ADMINISTRATION

The administration of the VCMAC will be through the VCMAC Steering Committee and VCTC.

The Steering Committee will be established by representatives from the Members to the VCMAC Agreement and will be originally comprised of the founding Members that established the agreement. Membership in the Steering Committee will be by nomination of the current Steering Committee membership from among the Members and Associate Members to the Agreement. Steering Committee Members will have full voting rights. Associate Members will serve as advisors and will not have voting rights. A Chair and Vice Chair will be elected by majority vote for a period of two (2) years and will act, alongside VCTC, as administrators for the VCMAC during that time.

At a minimum, the Steering Committee will meet twice each year and issue a list of current Members and Associate Members. The Steering Committee will also address administrative issues such as database and document management, communications, funding, organization and annual membership events.

The Ventura County Transportation Commission (VCTC) has been designated by the Ventura County Office of Emergency Services (OES) as the lead agency to coordinate the response by transit and paratransit in the case of natural disasters and other emergencies. A VCTC designee shall act as the Agreement Coordinator of this program for the purpose of:

- A. Receipt of new members to the Agreement.
- B. Maintaining a current list of signatory parties and representatives
- C. Circulating annually a list of all parties and Representatives to all signatory parties.
- D. Arranging for amendments to Agreement as may be necessary

The Member acting as Agreement Coordinator may transfer these responsibilities to another Member with the consent of that Member and upon notification of the other parties to the Agreement.

ARTICLE IV. PROCEDURES

An Operational Guide, detailing the procedures and processes for implementing this Agreement will be developed and adopted by majority vote of the Steering Committee. The Operational Guide will be reviewed and updated as needed. Document revisions and updates will be reviewed and approved by a majority of the Steering Committee prior to publication and dissemination to the Members.

- A. In coordination with local and state emergency management the VCMAC Steering Committee shall develop operational and planning processes for the implementation of the VCMAC that shall be consistent with the California Emergency Services Act, Standardized Emergency Management System (SEMS), the State Emergency Plan and the National Incident Management System (NIMS), reviewed annually and updated as needed by the Steering Committee.
- B. Requests for Mutual Assistance under this Agreement shall be directed to the appropriate Authorized Official(s) from the list of Members.
- C. Any private sector Member to this Agreement shall be requested and tasked by a public sector member before furnishing Mutual Assistance. Private sector Members may not be eligible to receive Mutual Assistance from public sector Members.
- D. When more than one jurisdiction is impacted by an emergency, it is suggested that requests for Mutual Aid assistance be channeled through the VCTC, which in turn will respond to requests from the Ventura County Office of Emergency Services (OES) to ensure maximum effectiveness in allocating resources to the highest priority needs.

ARTICLE V MEMBER RESPONSIBILITIES

- A. Consistent with NIMS, SEMS, and this Agreement, each Member shall develop a plan providing for the effective mobilization of its resources and personnel, both public and private, to cope with emergencies.
- B. Each Member agrees to furnish personnel, services, and/or equipment to each Member Agency to this Agreement to prevent and/or respond to an emergency in accordance with duly adopted mutual assistance operational plans, detailing the method by which such personnel, services and equipment are to be provided. However, no Member shall be required to unreasonably deplete its own personnel, services, and/or equipment in

furnishing such Mutual Assistance.

- C. It is expressly understood that any Mutual Assistance extended under this agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the California Emergency Services Act and other applicable provisions of law.
- D. Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access; and maintain resource information made available by the Member for Mutual Assistance purposes, as allowed by the Member's policies. Such information shall be updated annually or as changes occur (whichever is sooner) and shall be provided to VCTC.
- E. Members shall prepare a list of transit resources; vehicle lists should be consistent with the NEXTBUS and TRAPEZE vehicle lists (if available). Such lists are essential to quickly identify which agencies have the particular types of resources needed by the requesting impacted Member. Such information shall be updated annually or as changes occur (whichever is sooner) and shall be provided to VCTC.
- F. To the extent possible, the Requesting Member and Providing Member should reach a mutual understanding and agreement in advance as to the anticipated length, in general, of the Mutual Assistance period. The decision to terminate the assistance and recall employees, contractors, and equipment lies solely with the Providing Member. The Requesting Member will take the necessary action to return such employees, contractors, and equipment promptly (See Right to Withdraw Resources).
- G. Personnel of the Providing Member shall at all times during the Period of Assistance continue to be personnel of the Providing Member and shall not be deemed personnel of the Requesting Member for any purpose. Wages, hours, and other terms and conditions of employment of the Providing Member shall remain applicable to its personnel during the Period of Assistance. Additionally, the Providing Member should not be obligated to perform any work that it reasonably believes would unduly jeopardize the safety of its personnel.
- H. All instructions for work to be done by Providing Member's personnel shall be given by Requesting Member to Providing Member supervisor(s); or when Providing Member personnel are to work in separate areas, to such of Providing Member's supervisors as may be designated for the purpose by Providing Member's policies/management.
- I. Unless otherwise agreed, the Requesting Member shall be responsible for supplying and/or coordinating support functions such as meals, materials, fueling and servicing their vehicles etc. when it is reasonably able to do so. Each participating Member is encouraged to develop specific plans for how they will carry out this responsibility.
- J. The Providing Member's safety and security rules, procedures, policies, guidelines,

regulations, and laws shall apply to all work done by its personnel unless as mutually agreed otherwise. Any conflict and/or disagreement or questions or concerns arising about any safety and security rules and/or procedures should be brought to the Authorized Official for prompt resolution between the Requesting Member and Providing Member.

- K. All time sheets and work records pertaining to the Providing Member's employees furnishing Mutual Assistance shall be kept by the Providing Member. In the case of transit operators, it is important that the Requesting Member ensure that the drivers' logs and hours comply with state and federal regulations.
- L. The Steering Committee shall develop checklists to ensure that all required steps are followed to effectively seek and provide Mutual Aid Assistance. These checklists should establish who is to carry out each essential function both internally and externally to the agency. **Attachment A** is a sample checklist that can be modified as needed.

Article VI.
REQUESTS FOR ASSISTANCE

In general, Mutual Assistance will be in the form of resources, such as personnel, services, equipment, and/or supplies. Mutual Assistance shall be given only when Providing Member, in its sole and absolute discretion, determines that its own needs can be met while rendering Mutual Assistance. The execution of this Agreement shall not create any duty to respond on the part of any Member hereto.

- A. **Member Request** - In the event of an Emergency, a Member's Authorized Official may request Mutual Assistance from another Member. Requests for Mutual Assistance may be made orally or in writing. When made orally, the request for Mutual Assistance shall also be prepared in writing and submitted to the Member as soon as practicable, but in no event longer than 48 hours after the oral request was made. Requests for Mutual Assistance shall be directed to the Authorized Official of the other Member.
 - i. This Agreement requires that a proclamation of Local Emergency must be approved by an authorized official of the Member agency impacted by the disaster. If further Emergency Assistance is needed, a State of Emergency should be requested through the operational area for approval by the Governor to authorize State reimbursement and a request for a Presidential proclamation of Emergency to trigger federal reimbursement. A proclamation of emergency is also critical because it changes the status of government workers to emergency service workers status which provides greater flexibility in the use of these people than exists in non-declared emergencies under employee Memorandum of Understanding.
- B. **Response to a Request for Assistance** – After a Member receives a request for Mutual Assistance, the Authorized Official evaluates whether or not to respond, whether resources are available to respond, and/or if other circumstances will hinder response. Following the

evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member of its decision.

- C. **Discretion of Providing Member's Authorized Official** – Execution of this Agreement does not create any duty to furnish Mutual Assistance. When a Member receives a request for Mutual Assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. A potential Providing Member shall not be held liable for failing to provide assistance. An Authorized Official's decisions on the availability of resources shall be final.
- D. **Specifying Type and Quantity of Mutual Assistance Resources** - The Requesting Member shall indicate to the Providing Member the number and specific types of vehicles and other equipment desired as well as the number of personnel, but the extent to which the Providing Member makes available such equipment and employees shall be at the Providing Member's sole discretion. Every effort will be made, to the extent reasonably possible to accommodate the Providing Member's employee's assigned work within their job classification.
- E. **Period of Assistance** - The Period of Assistance may commence when personnel and/or equipment expenses are initially incurred by the Providing Member in response to the official request of the Requesting Member. (This would include any request for the Providing Member to prepare its employees and/or equipment for transport to the Requesting Member's location but to await further instructions before departing.) The Period of Assistance, shall terminate when such employees and/or equipment have returned to the Providing Member, and shall include any mandated Department of Transportation rest time resulting from the assistance provided and reasonable time required to prepare the equipment for return to normal activities (e.g. cleaning /repair of vehicles, restocking parts, etc.).

ARTICLE VII. **COST REIMBURSEMENT**

Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member shall reimburse the Providing Member for each of the following categories of costs incurred while providing assistance during the specified Period of Assistance. Members will use their respective documented financial, accounting, and procurement policies in managing costs and coordinating reimbursement and payment.

- A. **Personnel** – Providing Member's fully burdened cost, i.e., equal to the personnel's applicable salary or hourly wage plus fringe benefits and overhead, and consistent with Providing Member's collective bargaining agreements or other conditions of employment. All personnel costs incurred for work performed during the specified Period of Assistance will be included. The Requesting Member shall be responsible for all direct and indirect labor costs.

- B. **Equipment** – Use of equipment, including construction equipment, revenue and/or non-revenue vehicles, or any other equipment, shall be at Providing Member's current equipment rate and subject to the following conditions:
1. The Requesting Member shall reimburse the Providing Member for the use of equipment during the specified Period of Assistance, including, but not limited to, rental rates, fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment furnished for Mutual Assistance. Alternatively, Requesting Member may, at its own expense, provide fuel, lubrication and maintenance for furnished equipment until such time as the equipment is returned to the Providing Member.
 2. Providing Member's cost related to the transportation, handling and loading/unloading of equipment shall be chargeable to Requesting Member.
 3. In the event equipment is damaged while being dispatched to Requesting Member, or while in the custody and use of Requesting Member, Requesting Member shall reimburse Providing Member for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, then Requesting Member shall reimburse Providing Member for the cost of replacing such equipment with equipment that is of at least equal capability as determined by the Providing Member. If Providing Member must lease equipment while equipment furnished to the Requesting Member is being repaired or replaced; Requesting Member shall reimburse Providing Member for such lease costs.
- C. **Materials and Supplies** – Requesting Member shall reimburse Providing Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Other supplies and reusable items that are returned to Providing Member in a clean, damage-free condition shall not be charged to the Requesting Member and no rental fee will be charged; otherwise, they shall be treated as expendable supplies. Supplies that are returned to the Providing Member with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. **Payment Period** – The Providing Member shall provide an itemized invoice to the Requesting Member for all expenses incurred by the Providing Member while providing assistance under this Agreement. The Providing Member shall send the itemized invoice within (90) ninety days following the end of the Period of Assistance. The Providing Member may request additional periods of time within which to submit the itemized invoice, and Requesting Member shall not unreasonably withhold consent to such requests. The Requesting Member agrees to reimburse the Providing Member within sixty (60) days from receipt of an invoice for Mutual Assistance furnished under this Agreement. The Requesting Member may request additional periods of time within which to pay the itemized invoice, and Providing Member shall not unreasonably withhold consent to such

request, provided, however, that all payments shall occur no later than one-year after the date a final itemized invoice was submitted to the Requesting Member.

- E. **Records** – The Providing/Requesting Member will keep account records of the personnel, equipment, and materials provided as required by Federal and State guidelines to maximize the possibility of disaster reimbursement. Each Providing Member/Requesting Member and their duly authorized representatives shall have access to books, documents, notes, reports, papers and records, which are directly pertinent to this Agreement and Period of Assistance for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years after the close of the Period of Assistance or longer where required by law and as needed for federal reimbursement practices.

Such documented costs and expenses shall include, but not be limited to the following:

1. Employees' wages and salaries for time during the Period of Assistance spent in Requesting Member's service, and time during travel to and from such service area, plus the Providing Member's standard payable additives to cover all personnel benefits and allowances for vacation, sick leave and holiday pay, social and retirement benefits, all payroll taxes, workmen's compensation, employer's liability insurance, and other contingencies and benefits imposed by applicable law or regulation.
2. Personnel travel and support functions such as lodging, meals, materials, etc.
3. Repair or replacement cost of materials and supplies expended or furnished.
4. Repair or replacement cost of equipment damaged or lost.
5. Charges for the use of vehicles and other equipment furnished.
6. Administrative and general costs, which are properly allocated to Mutual Assistance, to the extent such costs, are not chargeable pursuant to the foregoing subsections.

ARTICLE VIII. **RESPONSE COORDINATION**

When providing assistance under this Agreement, the Requesting Member and Providing Member shall be organized and shall function under the Standard Emergency Management System (SEMS) and National Incident Management System (NIMS) protocols and procedures.

- A. **Resources** – Providing Member retains the right to identify the resources that are available for Mutual Assistance.

- B. **Control** – While personnel furnished through Mutual Assistance shall remain under the employment and supervision of the Providing Member, the Providing Member's personnel come under the direction and control of the requesting Member when providing Mutual Assistance, consistent with the NIMS and the ICS to address the needs of the Requesting Member and/or as deemed appropriate by the Incident Commander. The Requesting Member's Authorized Official shall coordinate Mutual Assistance with the designated supervisor(s) of the Providing Member(s). The Providing Member's designated supervisor(s) must keep accurate records, consistent with FEMA standards, of work performed by personnel during the specified Period of Assistance.
- C. **Meals and Lodging** – Unless otherwise agreed to in writing by the Requesting and Providing Members, the Requesting Member remains responsible for reimbursing the Providing Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.
- D. **Communications** – The Requesting Member shall provide the Providing Member's personnel with communications equipment such as radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communications with local responders and/or the Requesting Member's command and control structure. (Attachment B)
- E. **Status** - Unless otherwise provided by law, the Providing Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.
- F. **Licenses and Permits** – To the extent permitted by law, Providing Member personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials while providing Mutual Assistance during the specified Period of Assistance.
- G. **Right to Withdraw Resources** - The Providing Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Providing Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible under the circumstances. Actual release of the Providing Member's furnished resources provided shall be made as soon as it is safe and practicable as determined by the Requesting Member's Authorized Official. All resources shall be returned to the Providing Member as soon as is practicable and reasonable under the circumstances.
- H. **Right to Cancel a Request for Mutual Assistance or Release Resources** – The Requesting Member's Authorized Official retains the right to cancel a request for Mutual Assistance at any time for any reason prior to the deployment of Mutual Assistance resources by a Providing Member. The Requesting Member also retains the right to release the Providing Member's furnished resources at anytime, including when they are en route, for any reason

so long as it is safe and practicable to do so. In accordance with Article VII of this agreement, all policies related to cost reimbursement still apply to the Period of Assistance even if that Period of Assistance is terminated early. Notice of intention to release resources must be communicated by the Requesting Member to the Providing Member's Authorized Official as soon as possible under the circumstances.

ARTICLE IX.
ARBITRATION

If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation or arbitration in accordance with the Rules of the American Arbitration Association. Each Member reserves the right at any time after mediation or arbitration to pursue its rights and remedies in a court of law.

ARTICLE X.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

The Requesting Member shall indemnify, hold harmless, and defend the Providing Member from and against any and all liability for loss, damage, cost, or expense which the Providing Member may incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use thereof, which result from furnishing Mutual Assistance and whether or not due in whole or in part to any act, omission, or negligence of the Providing Member, except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Providing Member, its employees, officers, contractors, or agents. Where payments are made by the Providing Member under a workmen's compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing Mutual Assistance, the Requesting Member shall reimburse the Providing Member for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and/or gross negligence of the Providing Member, its employees, officers, contractors, or agents.

In the event any claim or demand is made, or suit or action is filed against the Providing Member alleging liability for which the Requesting Member shall indemnify and hold harmless the Providing Member under the above paragraph, the Providing Member shall promptly notify the Requesting Member thereof; and the Requesting Member, at its sole cost and expense, shall settle, compromise, or defend the same in such manner as it deems necessary or prudent. The Requesting Member shall consult the Providing Member on all such litigation and will not compromise any issue or claim without the concurrence of the Providing Member, which will not be unreasonably withheld. The Providing Member shall cooperate with the Requesting Member's reasonable efforts to investigate, defend, and settle the claim or lawsuit.

ARTICLE XI.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of Mutual Assistance through this Agreement, the parties involved In rendering or receiving Mutual Assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

ARTICLE XII.
WORKER'S COMPENSATION CLAIMS

The Providing Member/Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for their respective personnel.

ARTICLE XIII.
NOTICE

Each party hereto shall give to the others prompt and timely written notice, within in fifteen (15) business days of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

ARTICLE XIV.
INSURANCE

Members shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in the VCMAC. Proof of General Liability and Worker's Compensation coverage must be provided to any Requesting or Providing Member or the Steering Committee upon request.

ARTICLE XV.
SENSITIVE SECURITY INFORMATION

To the extent allowed by law, any Member or Associate Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any confidential or Sensitive Security Information provided to it by another Member pursuant to this Agreement. If any Member, Associate Member, or third party requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any confidential or Sensitive Security Information provided to it under this Agreement, the Member or Associate

Member shall immediately notify the owner of the confidential or Sensitive Security Information and shall take all reasonable steps necessary to prevent the disclosure of any confidential Sensitive Security Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XVI.
EFFECTIVE TERM DATE

This Agreement shall take effect for a new Member immediately upon its execution by said Member and remain in effect until terminated.

ARTICLE XVII.
WITHDRAWAL

Any Member may terminate its participation in this Agreement by written notice to the VCTC. Withdrawal takes effect sixty (60) days after the appropriate officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Providing Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XVIII.
MODIFICATION

No provision of this Agreement may be modified, altered or rescinded by individual Members to the Agreement. Modifications to this Agreement require a simple majority vote of Members. The VCMAC Steering Committee will notify all parties of modifications to this Agreement in writing and those modifications shall be effective upon 60 days written notice to the Members.

ARTICLE XIX.
SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XX.
PRIOR AGREEMENTS

To the extent that prior mutual assistance agreements among Members are inconsistent with this Agreement, such agreements are hereby superseded.

ARTICLE XXI.

PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no other person or entity has rights under this Agreement as a third party beneficiary. Assignment of benefits or delegation of duties created by this Agreement to third parties that are not Members is prohibited and without effect.

ARTICLE XXII.
TORT CLAIMS

This Agreement in no way abrogates or waives any immunity or defense available under Federal laws and/or the laws of the state of California.

ARTICLE XXIII.
INTRASTATE AND INTERSTATE MUTUAL ASSISTANCE PROGRAMS

To the extent practicable, Members retain the right to participate in mutual assistance activities conducted under the State of California Civil Defense Master Mutual Assistance Agreement, VCMAC, and the Interstate Emergency Management Assistance Compact (EMAC) and similar programs.

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

VENTURA COUNTY MUTUAL ASSISTANCE COMPACT

CITY OF/ COUNTY OF/ AGENCY NAME

Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Approved as to form and content by:

Legal Counsel Signature

Printed Name: _____

Title: _____

Date: _____

Upon obtaining proper signature, this form must be returned to VCTC, addressed as follows:

Ventura County Transportation Commission
950 County Square Drive, Suite 270
Ventura, CA 93003

ATTACHMENT A

CHECKLIST FOR MUTUAL AID ASSISTANCE

1. Pre-Event
 - a. Develop procedures at local, operational area and Regional area levels to carry out mutual aid including checklists of actions, resource lists, etc.
 - b. Develop and update a list of the transit vehicles and facilities available, including size and passenger capacity of the vehicles, fuel type, fueling facilities available, location and capacity of maintenance facilities, communications systems available. Any changes to the list should be reported to the VCTC.
2. Post Event
 - a. Local Agency quickly assesses estimated extent of damage and availability of local resources to deal with it.
 - b. If it is apparent that outside resources will be needed to effectively deal with the emergency, prompt authorized local official to request proclamation of local emergency and/or request State of Emergency through the County Operational area coordinator.
 - c. Upon proclamation of local emergency, request mutual aid assistance from operational area Transportation mutual aid coordinator according to pre-established procedures.
 - d. Be specific on request as to type and quantity of resources needed, when to report, who to report to, how long needed, type of work to be performed.
 - e. Once a Providing Member can be located to satisfy the resource request, the authorized official will determine how quickly these resources can be made available and notify the Requesting Member of that fact.
 - f. The Requesting Member will make all necessary arrangements to house, feed, and otherwise care for the assisting Members' personnel and equipment.
 - g. The Requesting Member will carefully document all costs by specific damage site according to State and Federal procedures to maximize reimbursement for costs expected. Carefully record the names of assisting personnel and equipment at each site, and hours worked there.
 - h. If the Operational Area EOC is not activated, Ventura County OES Office may provide a liaison representative at the impacted operational area EOC to assist in facilitating Mutual Aid.
 - i. The Requesting Party should return the assisting party's resources as soon as possible.

ATTACHMENT B

**INTERIM EMERGENCY COMMUNICATIONS NETWORK
VENTURA COUNTY**

Ventura County does not currently have common radio frequencies which allow direct emergency communications between the County and the public/private transportation agencies of the incorporated cities. An 800-mhz general government radio frequency system and an amateur radio packet system are currently being developed and may eventually provide this capability.

To suit our immediate needs, if the phone system is not functioning, mutual aid requests should be relayed to the Ventura County Office of Emergency Services/ County Sheriff. This request will then be forwarded to VCTC who will coordinate the response by transit and paratransit.