California State University Channel Islands Agreement No. 2903 RIDER A, Page **1** of **3** Reference former agreement numbers 124, Cl03001434, A990055, & 0000001971 Ventura County Transportation Commission Amendment #26

#### AMENDMENT TWENTY-SIX TO

#### **COOPERATIVE AGREEMENT**

#### BETWEEN

## TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

#### ON BEHALF OF CALIFORNIA STATE UNIVERSITY

### **CHANNEL ISLANDS**

#### AND

#### THE VENTURA COUNTY TRANSPORTATION COMMISSION

#### FOR THE REVISED TERM APRIL 1, 1999 - JUNE 30, 2025

This Twenty-sixth Amendment to the COOPERATIVE AGREEMENT is entered into by and between the Trustees of the California State University, on behalf of California State University Channel Islands, hereinafter referred to as CAMPUS or CSUCI, and the Ventura County Transportation Commission, hereinafter referred to as VCTC, for fiscal year 2024/2025 and is based on the following facts which are material to its execution by the parties:

- I. As a part of its certification of the Environmental Impact Report for the development, the CAMPUS agreed to develop an alternative transportation system to move employees and students at CSUCI to and from the campus. This provision was designed to reduce the negative impacts of increased traffic from development of CSUCI and promote improved air quality;
- II. As a central element in the development of a "Green Campus" university dedicated to the enhancement of the environment in Ventura County, shuttle bus service has been implemented at key transfer points to increase transportation alternatives available to students, staff members and visitors to and from the CAMPUS. The objectives are to reduce traffic congestion, protect air quality, mitigate noise and protect agriculture;
- III. For the first three years (August 1999 through June 2002) VCTC provided a grant of federal Congestion Management and Air Quality (CMAQ) Funds to the CAMPUS for the development and operation of a shuttle bus system. The CMAQ Grant was managed by VCTC on behalf of the Trustees of the California State University.

- IV. The CMAQ program provided funds for a maximum of three years, which was considered a "demonstration period." The demonstration period ended in August 2002. Therefore, the CAMPUS shuttle bus service no longer qualifies for CMAQ funds but does qualify for partial funding from the Federal Transportation Administration (FTA). During the following years, FY 2002/2003 through 2024/2025, VCTC obtained FTA funds to pay for a portion of the cost of providing CAMPUS shuttle bus service.
- V. It is expected that FTA funds, obtained by VCTC on behalf of the CAMPUS, will total approximately \$547,095 for FY 2024/2025.
- VI. VCTC and CSUCI agree to work together to develop a plan which will enhance revenue through increased ridership resulting in a self-sustaining shuttle bus service. CAMPUS recognizes that it may need to subsidize the shuttle bus pass for the students, faculty, and staff.
- VII. VCTC and CSUCI agree to work together in the development of emergency preparedness and disaster response transportation planning activities related to the VCTC transit bus system and potential evacuation scenarios.

NOW, THEREFORE, in consideration for the foregoing material facts and other consideration by and between the parties, CSUCI and VCTC agree as follows:

A. During the period from July 1, 2024, through June 30, 202454, CSUCI shall provide \$568,523 to VCTC to maintain, operate, and manage the CAMPUS shuttle bus system. This amount consists of the Trustees of the California State University local matching cost, which, together with FTA payments will provide full funding for this bus service and VCTC administrative and other operating costs. CSUCI may choose to apply accrued credit from prior year payments towards current amount due. The amount of \$568,523 shall be due and payable during FY 2024/2025 according to the following schedule:

| Due Sept 15, 2024 (Includes \$35,000 Administration Fee) | \$168,381 |
|--|-----------|
| Due Dec 15, 2024   | \$133,381 |
| Due March 15, 2025                                       | \$133,381 |
| Due May 31, 2025   | \$133,381 |

- B. VCTC will continue to provide to CSUCI a variety of analytical, technical and management services designed to facilitate the operation of the system from designated points in Oxnard and Camarillo to the CAMPUS for use by students, employees and visitors. The specific services to be provided by VCTC to CSUCI are as follows:
  - 1. Management and coordination of all CAMPUS shuttle bus service and park and ride locations throughout FY 2024/2025.
  - 2. Continued identification of future CAMPUS shuttle bus service route opportunities, service adjustments and/or additional park and ride locations with a focus toward promoting and advancing the CSUCI "Green Campus" concept.

- 3. Provide analytical and technical expertise in support of the CSUCI Transit Twenty Year Plan and the CSUCI Parking and Transportation Demand Management Study and participate as an ex-officio member of the CSUCI Transportation Subcommittee.
- 4. Provide input to CSUCI for its emergency preparedness planning activities related to transit services and disaster response and coordinate applicable transit service adjustments during extreme weather events and exigent circumstances.
- 5. Maintain CAMPUS ridership data and trends.
- 6. Facilitate access to CAMPUS shuttle bus service during special events at the CAMPUS.
- 7. VCTC will provide a fiscal year financial statement listing actual cost and revenue for operating the CSUCI service and provide information on any adjustment necessary.

This Twenty-sixth Amendment may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall be constitute one original, which shall be binding upon and effective to all Parties.

# THIS TWENTY-SIXTH AMENDMENT TO THE AGREEMENT HAS BEEN EXECUTED AS OF \_\_\_\_\_ 2024.

## ATTEST:

# TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

RICHARD YAO, PRESIDENT CSU CHANNEL ISLANDS

# VENTURA COUNTY TRANSPORTATION COMMISSION

MATT LAVERE, CHAIR, VCTC

# APPROVED AS TO FORM

STEVEN T. MATTAS, GENERAL COUNSEL, VCTC

### APPROVED AS TO CONTENT

MARTIN R. ERICKSON, EXECUTIVE DIRECTOR, VCTC