



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

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## **AGENDA\***

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

**CAMARILLO CITY HALL  
601 CARMEN DRIVE  
CAMARILLO, CA  
FRIDAY, DECEMBER 5, 2014  
9:00 AM**

*In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in a Commission meeting, please contact the Clerk of the Board at (805) 642-1591 ext 101. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.*

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. ELECTION OF VICE CHAIR**
- 5. PUBLIC COMMENTS** – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Commission may, either at the direction of the Chair or by majority vote of the Commission, waive this three minute time limitation. Depending on the number of items on the Agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Also, the Commission may terminate public comments if such comments become repetitious. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Commission shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.*

*Under the Brown Act, the Board should not take action on or discuss matters raised during Public Comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.*

6. **CALTRANS REPORT** - *This item provides the opportunity for the Caltrans representative to give update and status reports on current projects.*
7. **COMMISSIONERS / EXECUTIVE DIRECTOR REPORT** - *This item provides the opportunity for the commissioners and the Executive Director to report on attended meetings/conferences and any other items related to Commission activities.*
8. **ADDITIONS/REVISIONS** – *The Commission may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Commission subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Commission. If there are less than 2/3 of the Commission members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*
9. **CONSENT CALENDAR** - *All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no discussion of these items unless members of the Commission request specific items to be removed from the Consent Calendar for separate action.*

**9A. APPROVE SUMMARY FROM NOVEMBER 7, 2014 VCTC MEETING – PG.5**

***Recommended Action:***

*Approve*

**Responsible Staff: Donna Cole**

**9B. OCTOBER 2014 MONTHLY BUDGET REPORT – PG. 11**

***Recommended Action:***

*Receive and File*

**Responsible Staff: Sally DeGeorge**

**9C. PASSENGER RAIL UPDATE – PG. 17**

***Recommended Action:***

*Receive and File*

**Responsible Staff: Ellen Talbo**

**9D. AMENDMENT TO TRANSCOM BYLAWS– PG. 21**

***Recommended Action:***

*Approve amendment to the TRANSCOM bylaws*

**Responsible Staff: Amy Ahdi**

**9E. COMPREHENSIVE ANNUAL FINANCIAL REPORT – PG.25**

***Recommended Action:***

*Approve the audited Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2013/2014*

**Responsible Staff: Sally DeGeorge**

**9F. NAVAL BASE VENTURA COUNTY JOINT LAND USE STUDY UPDATE–PG. 27**

***Recommended Action:***

*Receive and File*

**Responsible Staff: Steve DeGeorge**

**9G. ROADRUNNER INTERCITY BUS CONTRACT UPDATE – PG. 29**

***Recommended Action:***

*Receive status report on the Agreement between VCTC-and Roadrunner Management Service, Inc., for VCTC Intercity Bus Services*

**Responsible Staff: Aaron Bonfilio**

**9H. FY 15/16 TRANSPORTATION DEVELOPMENT ACT (TDA) UNMET TRANSIT NEEDS PUBLIC HEARING SCHEDULE, PROCEDURES AND DEFINITIONS OF “UNMET TRANSIT NEEDS” AND “REASONABLE TO MEET” – PG. 31**

**Recommended Action:**

- Review and approve the schedule, procedures and definitions of “Unmet Transit Needs” and “Reasonable to Meet” for the FY 15/16 Unmet Transit Needs Public Hearing
- Approve the Chair to appoint a Hearing Board and Chair from the Commission to receive public input and make recommendations to the Commission

**Responsible Staff: Vic Kamhi**

**9I. APPROVAL OF REQUEST FOR PROPOSALS FOR AMERICANS WITH DISABILITIES ACT CERTIFICATION SERVICES– PG. 37**

**Recommended Action:**

Authorize staff to release the attached RFP for ADA Certification Services, with proposals due February 3, 2015.

**Responsible Staff: Peter De Haan**

**10. LEGISLATIVE UPDATE – POSITION ON HOUSE RESOLUTION (HR) 5101 (HAHN) NATIONAL FREIGHT NETWORK TRUST FUND ACT OF 2014– PG. 77**

**Recommended Action:**

Adopt Support – Work with Author position on HR 5101

**Responsible Staff: Peter De Haan**

**11. HERITAGE VALLEY TRANSIT SERVICE IMPLEMENTATION – PG. 79**

**Recommended Action:**

Approve the Heritage Valley Policy Advisory Committee’s recommendations for implementation of the new Heritage Valley Transit Service operational policies, including: the new service name, the Dial-a-ride scheduling policies and procedures, transit rider guidelines, passenger fares, fare media, fare policies, and the service levels and system routes.

**Responsible Staff: Aaron Bonfilio**

**12. HERITAGE VALLEY TRANSIT SERVICE CONTRACT– PG. 81**

**Recommended Action:**

Following concurrent recommendation by the Heritage Valley Policy Advisory Committee, approve the five-year Fixed Route, Dial-a-ride and ADA Paratransit services contract with MV Transportation Inc., for an amount not to exceed \$12,000,000.

**Responsible Staff: Aaron Bonfilio**

**13. HERITAGE VALLEY TRANSIT SERVICE CONTRACT EXTENSION AND FISCAL YEAR 14/15 BUDGET AMENDMENT– PG. 83**

**Recommended Action:**

- Approve a two-month contract extension with current VISTA Community/Dial-a-ride contractor, FATCO, to allow for implementation of contractor startup for the new Heritage Valley transit service (Valley Express);
- Approve the finding of need for a sole source contract for the provision of VISTA Community/Dial-a-ride transit service for a two-month extension; and,
- Amend the Heritage Valley Transit Service Budget by increasing the Local Contribution funding line item by \$183,000, from \$1,094,905 to \$1,277,905, and, increase the Contract Services expenditures line item, an equal amount, from \$1,696,400 to \$1,879,400, for a total Heritage Valley Transit Service Budget of \$3,921,800.

**Responsible Staff: Aaron Bonfilio**

14. [VCTC OFFICE BUILDING PURCHASE– PG. 85](#)

**Recommended Action:**

- *Approve purchase agreement and associated documents with the City of Camarillo (“City”) for the acquisition of City-owned property located at 2220 Ventura Boulevard at a purchase price of \$1 and further considerations described below.*
- *Authorize Executive Director to execute all documents associated with the purchase.*
- *Approve amendment to the VCTC’s FY 2014/15 budget to add a new task of VCTC Office Building Purchase and Renovation project as presented in the attached draft budget task description (Attachment 1).*

**Responsible Staff: Darren Kettle**

15. VCTC GENERAL COUNSEL’S REPORT

16. AGENCY REPORTS

17. CLOSED SESSION -

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



Item #9A

# MEETING SUMMARY

## VENTURA COUNTY TRANSPORTATION COMMISSION

AIRPORT LAND USE COMMISSION  
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES  
CONSOLIDATED TRANSPORTATION SERVICE AGENCY  
CONGESTION MANAGEMENT AGENCY  
AND  
OXNARD HARBOR DISTRICT

Oxnard Harbor District  
Board Room  
333 Ponomo Street  
Pt. Hueneme, CA 93044

FRIDAY, NOVEMBER 7, 2014  
9:00 AM

1. CALL TO ORDER  
VENTURA COUNTY TRANSPORTATION COMMISSION  
OXNARD HARBOR DISTRICT

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

**VCTC Members Present:**

Ralph Fernandez, City of Santa Paula, Chair  
Peter Foy, County of Ventura, Vice Chair  
Steve Bennett, County of Ventura  
Claudia Bill-de la Peña, City of Thousand Oaks  
Manuel Minjares, City of Fillmore  
Kathy Long, County of Ventura  
Bryan MacDonald, City of Oxnard  
Jan McDonald, City of Camarillo  
Keith Millhouse, City of Moorpark  
Carl Morehouse, City of San Buenaventura  
Linda Parks, County of Ventura  
Jon Sharkey, City of Port Hueneme  
Steve Sojka, City of Simi Valley

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**VCTC Members Present (Cont.)**

Jim White, Citizen Rep., County  
John Zaragoza, County of Ventura  
Carrie Bowen, Caltrans District 7

**Not Present:**

Betsy Clapp, City of Ojai  
Brian Humphrey, Citizen Rep., Cities

**Oxnard Harbor Members Present:**

Mary Anne Rooney, President  
Jess Herrera, Vice President  
Arlene Fraser, Commissioner

**4. PUBLIC COMMENTS** – No public comments for items not listed.

**5. CALTRANS REPORT –**

Carrie Bowen reported there are currently \$245 Million in Projects Under Design and 4 projects, totaling \$132 Million, in Projects Under Construction in Ventura County.

**6. EXECUTIVE DIRECTOR REPORT –**

**November 4 Election News** – The election results on the federal level have one particularly significant impact on transportation in California, in that the change-over in the Senate means that Senator Boxer will no longer be Chair of the Banking and Public Works Committee, and thus not have as significant a role to play in the pending federal reauthorization. The Commission will recall that Senator Boxer played a major role in passing the prior MAP-21 legislation. The current authorization extension expires May 31<sup>st</sup>, and the Highway Trust Fund runs out of money around the same time, so these issues will now be addressed by the Republican-controlled Congress.

It appears that countywide transportation sales taxes have fared well this time! The following are the measures on the ballot, all of which passed:

- Monterey County – 1/8 cent transit sales tax, 72.4% yes
- Alameda County – 1/2 cent transportation sales tax extension + new 1/2 cent, 69.6% yes
- San Francisco - \$500 million transportation bond measure

On the home front, either by election results or by choosing not to run the Commission will lose two members early, Commissioner Clapp from Ojai and Chairman Fernandez of Santa Paula. In the instance of Chairman Fernandez, VCTC's administrative code specifies that the current Vice-Chair, Commissioner Foy becomes chair and the Commission shall select a vice-chair in advance of the regular February schedule. The new Santa Paula Council is seated in advance of the Commission's December meeting so the selection of the new vice-chair, which must be a Commissioner from a City, shall occur at beginning of the December meeting.

**Retirement Announcement I** – In mid-October I received notice from Gloria Sotelo that she intends to retire at the end of this year. Gloria has been with VCTC for nearly 15 years and has administered the GoVentura Smartcard program from the time she started and has kept the system working through thick and thin (and lately things have been pretty darn thin). A few years ago Gloria accepted an additional role of managing the customer relations for the transit information center and truly energized our customer service efforts. I am grateful for her years of service and commitment to VCTC. Her plan in retirement is to spend more time with her husband Ed, her grandchildren, and cruising the countryside in their 30 foot motorhome...doesn't sound like a bad plan to me.

**Retirement Announcement II** - Andre Boutrous, the Executive Director of the California Transportation Commission, has announced his retirement effective December 31<sup>st</sup>. Staff has enjoyed working with Andre and we wish him well in the future.

**Projects of National and Regional Significance Submittal** - The MAP-21 federal authorizing legislation required that a survey be conducted of possible Projects of Regional and National Significance, which must be projects costing \$500 million or more. The survey was released earlier this year, with a very quick turnaround, and staff at that time submitted the total package Route 101 and Port Access improvements at a cost of \$765 million. Due to the short notice there was an incomplete response nationwide, so the survey has now been reopened. Staff is planning to resubmit the same project, adding in some rail improvements in the same corridor. The federal DOT has also suggested that survey respondents in general submit more cost effectiveness data so staff is working on that.

**2014 Rideshare Week Results** - Rideshare Week 2014 was one of the Ventura County Transportation Commission's most successful campaigns to date with 1,059 pledges from employees at 113 different worksites throughout Ventura County. This level of participation represented a nearly 40-percent increase from 2013 and was second only to 2011, which garnered more than 1,100 pledges. Participants in Rideshare Week 2014 included large employers such as the County of Ventura, Harbor Freight Tools, Hi-Temp Insulation/Insulfab, Spatz Labs, and Wilwood Engineering – five of the 12 Ventura County worksites where on-site events were conducted in 2014. These worksite events proved to be an effective and essential means of increasing participation and connecting with the target audience.

#### **7. ADDITIONS/REVISIONS –**

Commissioner MacDonald requested Item #8J, Electric Vehicle Charging Station Permit for Camarillo Rail Station, be pulled for discussion.

Item #8L, Budget Amendment for Transit Marketing Related Activities, was removed from the agenda as it is no longer necessary.

#### **CONSENT CALENDAR**

Commissioner Zaragoza made a motion to approve all items as recommended.

**8A. APPROVE SUMMARY FROM OCTOBER 3, 2014 VCTC MEETING – Approve**

**8B. MONTHLY BUDGET REPORT – Receive and File**

**8C. PASSENGER RAIL UPDATE - Receive and File**

**8D. LEGISLATIVE UPDATE - Receive and File**

#### **8E. APPROVE MINI CALL-FOR-PROJECTS FOR CONGESTION MITIGATION AND AIR QUALITY (CMAQ) FUNDS**

- *Approve guidelines for a new mini-call for projects to program CMAQ funds anticipated during Fiscal Year (FY) 2014/15.*
- *Approve mini-call for projects schedule contained in the agenda item.*
- *Reserve \$443,000 for Regional Ridesharing and \$500,000 for VCTC Transit Marketing, subject to further Board approval of these projects.*

**8F. 2015 VCTC REGULAR MEETING SCHEDULE** - *Adopt the Schedule of regular monthly VCTC meeting dates for 2015.*

**8G. REQUEST FOR PROPOSALS FOR PROFESSIONAL AUDITING SERVICES** - *Authorize staff to release a Request for Proposals (RFP) for Professional Auditing Services for the Ventura County Transportation Commission.*

**8H. VEHICLE LEASE AGREEMENT WITH ROADRUNNER MANAGEMENT SERVICES** - *Approve the Vehicle Lease Agreement with Roadrunner Management Services for the use of the 14 Commission owned MCI Motor Coaches for the period from the acceptance of the vehicles by the Commission, expected in December, 2014, through the end of newly approved transit contract, with an expiration date of May 3, 2024.*

**8I. VEHICLE LEASE AGREEMENT WITH FILLMORE AREA TRANSIT CORP.** - *Approve the Vehicle Lease Agreement with Fillmore Area Transit Corp.(FATCO) for the use of the 15 Commission owned transit vehicles for the period from the acceptance of the vehicles by the Commission, expected in December, 2014, through the end of the current transit services contract.*

**8K. INSURANCE COVERAGE** - *Approve the insurance proposal as presented for a total insurance cost of \$210,249 funded as part of the operational cost/indirect cost allocation plan in the Fiscal Year 2014/2015 Budget.*

**8M. ROUTE 101/23 INTERCHANGE PROJECT COOPERATIVE AGREEMENT AMENDMENT** - *Authorize the Chair to execute the amendment to the Cooperative Agreement with Caltrans and the City of Thousand Oaks for the Route 101/23 Project, to restore \$1,305,000 in funds previously approved for the project.*

**8N. SECTION 13(C) LABOR AGREEMENT** - *Approve the agreement with the Service Employees International Union (SEIU), Local 721, as required for VCTC's Fiscal Year 2014/15 federal transit grant applications with the Federal Transit Administration.*

The motion was seconded by Commissioner Sharkey and passed unanimously,

**8J. ELECTRIC VEHICLE CHARGING STATION PERMIT FOR CAMARILLO RAIL STATION**

Commissioner MacDonald commented that the City of Oxnard has a charging station and advised caution in determining which system will be used as some bill by actual usage and some in hourly increments. He then made the motion to authorize the Executive Director to sign a License Agreement with the City of Camarillo to install an Electric Vehicle Charging Station at the Camarillo Rail Station. The motion was seconded by Commissioner Sojka and passed unanimously.

**9. U.S. 101 AVERAGE DAILY TRAFFIC (ADT) AND HOURS OF DELAY PROJECTION PRESENTATION**

Staff presented the results of a recent study that indicates by 2035 the number of daily individual trips taken in Ventura County is expected to increase 24 percent, with much of the increase expected to occur along the Highway 101 corridor.

Commissioner Long made a motion to receive and file the presentation, seconded by Commissioner Sojka, and passed unanimously.



#### **10. HERITAGE VALLEY TRANSIT SERVICE: MEET AND CONFER**

Chair Fernandez announced that this agenda item is simply to appoint a member to sit on the administrative committee for the special meeting which follows this meeting, however comments were heard for the special meeting and were included into the record for the Special meeting.

#### **Public Comments**

**Chap Morris**, President of Fillmore Area Transit Corporation (FATCO). Mr. Morris said his family started FATCO with the support of the communities of Fillmore, Santa Paula and Piru and asked that FATCO be granted the opportunity to bid on the best possible service for the Heritage Valley.

**John Hecht**, resident of Ventura, Engineer and consultant. Mr. Hecht said that there is no need to meet and confer because the Cooperative Agreement states VCTC cannot approve the Contract unless and until the HVPAC has reviewed the selection of the Transit Operator and the final terms of the contract and made a recommendation to VCTC to act on the contract. Mr. Hecht said he believes that the HVPAC made a request for more information in recommending a Best and Final Offer (BAFO) process.

**Rosie Castillo**, Property Manager for Limoneira Company. Ms. Castillo said her Company's employees reside outside of Santa Paula City limits and depend on Dial-a-Ride (DAR) service. Ms. Castillo said the residents will be impacted if the service hours are reduced and she fears that a bigger company will not service her area.

**Juana Lazaro**, resident of Santa Paula. Ms. Lazaro said she and her husband will not have a way to get their kids to school if the buses are cut and her parents are senior citizens who need the bus to get to doctor appointments.

**Charley Alvarez**, resident in Fillmore. Mr. Alvarez said he is a senior citizen who uses the DAR system daily and many senior citizens and students depend on the current system. Mr. Alvarez provided the Clerk of the Board copies of signatures he collected from students in Fillmore and Santa Paula.

**Carmen Palmatier**, resident of Fillmore. Ms. Palmatier said she has medical reasons that make it difficult to walk from her house to the bus stop so she uses the DAR service and it would be nice if the existing service remained.

**Loraine Perez**, resident of Fillmore. Ms. Perez said she uses DAR service to get to doctors' appointments, her children use DAR service to get to school and she would like FATCO to continue the service.

**Cristina Pacheco**, resident of Santa Paula. Ms. Pacheco uses DAR service to get to school, to take her son, niece and nephew to school and that from where she lives, the walk into town is really far.

**Manuel Alamillo**, resident of Santa Paula. Mr. Alamillo said it will be harder for him if DAR service is cut.

**Rev. Ron Threatt**, resident of Ventura. Mr. Threatt said he wrote most of the Proposal for FATCO and asked that the Board preserve the indigenous communities' service in the Heritage Valley.

**Albert Arroyo**, resident of Fillmore. Mr. Arroyo said he is disabled so he needs the bus and his Mother is a senior citizen who also needs the bus so he wants to preserve the bus system in Fillmore.

**Olivia Marua**, resident of Santa Paula. Ms. Marua needs the bus to go to the doctor, to get groceries and she doesn't drive or have a car so she does not want the bus to go away.

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**Annette Fox**, employee of Fillmore High School. Ms. Fox said her Mother relies on the bus for everything and she hopes that the service and prices remain the same.

**Irma Rangel**, resident of Fillmore. Ms. Rangel said her daughters use the bus to get to school, to doctors' appointments and she is blind so please consider disabled people because the bus is very important.

**Guillermena Alvarado**, resident of Fillmore. Ms. Alvarado said she cares for a senior citizen and can't walk very far so she uses the bus every day. Ms. Alvarado provided a note signed by people who were not able to come to the meeting to the Clerk of the Board.

Commissioner Sharkey nominated Commissioner Millhouse to serve as the designated substitute member to the VCTC Administrative Committee to participate in the meet-and-confer process between the Transit Committee (HVPAC) and the VCTC Administrative Committee. Commissioner Zaragoza seconded the motion which passed by a unanimous roll call vote.

**11. PORT CEO AND DIRECTOR'S UPDATE**

A presentation was made by Oxnard Harbor District CEO and Director Kristin Decas regarding the vital role the Port of Hueneme plays in the intermodal logistics supply chain which is critical to the economic health of Ventura County and the Southern California region.

**12. VCTC GENERAL COUNSEL'S REPORT - None**

**13. AGENCY REPORTS -** Commissioner Morehouse announced SCAG's 5<sup>th</sup> Economic Recovery and Job Summit will be held Dec 4<sup>th</sup> in LA.

**14. CLOSED SESSION –** There was no Closed Session

**15. ADJOURN to 9:00 a.m. Friday, December 5, 2014**



Item # 9B

December 5, 2014

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: SALLY DEGEORGE, FINANCE DIRECTOR**

**SUBJECT: MONTHLY BUDGET REPORT**

**RECOMMENDATION:**

- Receive and file the monthly budget report for October 2014

**BACKGROUND:**

The monthly budget report is presented in a comprehensive agency-wide format with the investment report presented at the end. The Annual Budget numbers are updated as the Commission approves budget amendments or administrative budget amendments are approved by the Executive Director. Staff monitors the revenues and expenditures of the Commission on an on-going basis.

The October 31, 2014 budget reports indicate that revenues were approximately 18.21% of the adopted budget while expenditures were approximately 21.53% of the adopted budget. The revenues and expenditures are as expected. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on a percentage or monthly basis. Furthermore, revenues are often billed and reimbursed in arrears.

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

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

The deferred revenue item is larger than normal due to Proposition 1B funds received in earlier fiscal Years for buses for the VCTC Intercity Services and Heritage Valley Transit as well as Metrolink Capital projects. These funds will be realized as the projects move forward in Fiscal Year 2014/2015.

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

**ASSETS**

**Assets:**

Cash and Investments - Wells Fargo Bank	\$12,855,056
Cash and Investments - County Treasury	23,380,092
Petty Cash	50
Receivables/Due from other funds	2,154,994
Prepaid Expenditures	359,401
Deposits	15,785
Capital Assets, undepreciated	25,885,133
Capital Assets, depreciated, net	<u>24,533,736</u>
<b>Total Assets:</b>	<b><u>\$89,184,247</u></b>

**LIABILITIES AND FUND BALANCE**

**Liabilities:**

Accrued Expenses/Due to other funds	\$ 2,224,737
Deferred Revenue	9,545,022
Deposits	400
<b>Total Liabilities:</b>	<b><u>\$11,770,159</u></b>

**Net Position:**

Invested in Capital Assets	\$50,418,869
Fund Balance	<u>26,995,219</u>
<b>Total Net Position</b>	<b><u>\$77,414,088</u></b>

<b>Total Liabilities and Fund Balance:</b>	<b><u>\$89,184,247</u></b>
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For Management Reporting Purposes Only

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

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
<b>Revenues</b>								
		\$				\$		
Federal Revenues	\$ 3,489,865	0	\$ 0	0	\$ 3,489,865	12,835,091	(9,345,226)	27.19
State Revenues	70,972	5,398,911	0	132,082	5,601,965	44,829,553	(39,227,588)	12.50
Local Revenues	2,211,739	0	0	523	2,212,262	4,419,529	(2,207,267)	50.06
Other Revenues	7	0	0	0	7	0	7	0.00
Interest	393	5,462	9,588	2,718	18,161	105,000	(86,839)	17.30
<b>Total Revenues</b>	<b>5,772,976</b>	<b>5,404,373</b>	<b>9,588</b>	<b>135,323</b>	<b>11,322,260</b>	<b>62,189,173</b>	<b>(50,866,913)</b>	<b>18.21</b>
<b>Expenditures</b>								
<b>Administration</b>								
Personnel Expenditures	768,398	0	0	0	768,398	2,663,500	(1,895,102)	28.85
Legal Services	4,469	0	0	0	4,469	25,900	(21,431)	17.25
Professional Services	23,872	0	0	0	23,872	107,600	(83,728)	22.19
Office Leases	51,819	0	0	0	51,819	149,200	(97,381)	34.73
Office Expenditures	36,505	0	0	0	36,505	320,800	(284,295)	11.38
<b>Total Administration</b>	<b>885,063</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>885,063</b>	<b>3,267,000</b>	<b>(2,381,937)</b>	<b>27.09</b>
<b>Programs and Projects</b>								
<b>Transit &amp; Transportation Program</b>								
Senior-Disabled Transportation	38,473	0	0	0	38,473	140,925	(102,452)	27.30
Go Ventura Smartcard	58,108	0	0	0	58,108	248,500	(190,392)	23.38
Fare Collection APC Systems	7	0	0	0	7	538,753	(538,746)	0.00
VCTC Intercity Bus Service	2,630,369	0	0	0	2,630,369	16,956,072	(14,325,703)	15.51
HVT Bus Contract Services	897,979	0	0	0	897,979	3,638,500	(2,740,521)	24.68
Nextbus	151,394	0	0	0	151,394	520,906	(369,512)	29.06
Transit Grant Administration	1,275,663	0	0	0	1,275,663	6,156,431	(4,880,768)	20.72
<b>Total Transit &amp; Transportation</b>	<b>5,051,993</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,051,993</b>	<b>28,200,087</b>	<b>(23,148,094)</b>	<b>17.91</b>

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
<b>Highway Program</b>								
Congestion Management Program	0	0	0	0	0	35,000	(35,000)	0.00
Motorist Aid Call Box System	0	0	0	89,765	89,765	440,500	(350,735)	20.38
SpeedInfo Highway Speed Sensor	0	0	0	35,000	35,000	144,000	(109,000)	24.31
<b>Total Highway</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>124,765</b>	<b>124,765</b>	<b>619,500</b>	<b>(494,735)</b>	<b>20.14</b>
<b>Rail Program</b>								
Metrolink & Commuter Rail	1,750,079	0	0	0	1,750,079	3,537,922	(1,787,843)	49.47
LOSSAN & Coastal Rail	31,712	0	0	0	31,712	36,600	(4,888)	86.64
Santa Paula Branch Line	75,108	0	0	0	75,108	769,356	(694,248)	9.76
<b>Total Rail</b>	<b>1,856,899</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,856,899</b>	<b>4,343,878</b>	<b>(2,486,979)</b>	<b>42.75</b>
<b>Commuter Assistance Program</b>								
Transit Information Center	9,097	0	0	0	9,097	45,500	(36,403)	19.99
Rideshare Programs	3,307	0	0	0	3,307	70,400	(67,093)	4.70
<b>Total Commuter Assistance</b>	<b>12,404</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,404</b>	<b>115,900</b>	<b>(103,496)</b>	<b>10.70</b>
<b>Planning &amp; Programming</b>								
Transportation Development Act	236	6,189,919	0	0	6,190,155	28,554,937	(22,364,782)	21.68
Transportation Improvement Program	1,579	0	0	0	1,579	292,520	(290,941)	0.54
Regional Transportation Planning	27,261	0	0	0	27,261	342,000	(314,739)	7.97
Airport Land Use Commission	362	0	0	0	362	113,967	(113,605)	0.32
Regional Transit Planning	19,849	0	0	0	19,849	165,848	(145,999)	11.97
Freight Movement	45	0	0	0	45	12,500	(12,455)	0.36
<b>Total Planning &amp; Programming</b>	<b>49,332</b>	<b>6,189,919</b>	<b>0</b>	<b>0</b>	<b>6,239,251</b>	<b>29,481,772</b>	<b>(23,242,521)</b>	<b>21.16</b>
<b>General Government</b>								
Community Outreach & Marketing	199,317	0	0	0	199,317	737,900	(538,583)	27.01
State & Federal Relations	29,031	0	0	0	29,031	86,200	(57,169)	33.68
Management & Administration	11,430	0	0	0	11,430	77,100	(65,670)	14.82
<b>Total General Government</b>	<b>239,778</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>239,778</b>	<b>901,200</b>	<b>(661,422)</b>	<b>26.61</b>
<b>Total Expenditures</b>	<b>8,095,469</b>	<b>6,189,919</b>	<b>0</b>	<b>124,765</b>	<b>14,410,153</b>	<b>66,929,337</b>	<b>(52,519,184)</b>	<b>21.53</b>

	<b>General Fund Actual</b>	<b>LTF Actual</b>	<b>STA Actual</b>	<b>SAFE Actual</b>	<b>Fund Totals Actual</b>	<b>Annual Budget</b>	<b>Variance Over (Under)</b>
<b>Revenues over (under) expenditures</b>	<b>(2,322,493)</b>	<b>(785,546)</b>	<b>9,588</b>	<b>10,558</b>	<b>(3,087,893)</b>	<b>(4,740,164)</b>	<b>1,652,271</b>
<b>Other Financing Sources</b>							
Transfers Into GF from LTF	2,817,016	0	0	0	2,817,016	3,116,035	(299,019)
Transfers Into GF from STA	1,961,179	0	0	0	1,961,179	7,748,910	(5,787,731)
Transfers Into GF from SAFE	6,710	0	0	0	6,710	42,600	(35,890)
Transfers Out of LTF into GF	0	(2,817,017)	0	0	(2,817,017)	(2,817,017)	0
Transfers Out of STA into GF	0	0	(1,961,178)	0	(1,961,178)	(7,748,910)	5,787,732
Transfers Out of SAFE into GF	0	0	0	(6,710)	(6,710)	(42,600)	35,890
<b>Total Other Financing Sources</b>	<b>4,784,905</b>	<b>(2,817,017)</b>	<b>(1,961,178)</b>	<b>(6,710)</b>	<b>0</b>	<b>299,018</b>	<b>(299,018)</b>
<b>Net Change in Fund Balances</b>	<b>2,462,412</b>	<b>(3,602,563)</b>	<b>(1,951,590)</b>	<b>3,848</b>	<b>(3,087,893)</b>	<b>(4,441,146)</b>	<b>1,353,253</b>
<b>Beginning Fund Balance</b>	<b>1,493,411</b>	<b>11,255,387</b>	<b>13,535,597</b>	<b>3,798,717</b>	<b>30,083,112</b>	<b>20,859,960</b>	<b>9,223,152</b>
<b>Ending Fund Balance</b>	<b><u>\$ 3,955,823</u></b>	<b><u>\$7,652,824</u></b>	<b><u>\$11,584,007</u></b>	<b><u>\$3,802,565</u></b>	<b><u>\$26,995,219</u></b>	<b><u>\$16,418,814</u></b>	<b><u>\$10,576,405</u></b>

For Management Reporting Purposes Only

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

As stated in the Commission's investment policy, the Commission's investment objectives are safety, liquidity, diversification, return on investment, prudence and public trust with the foremost objective being safety. VCTC has the ability to meet its expenditure requirements, at a minimum, for the next six months. Below is a summary of the Commission's investments that are in compliance with the Commission's investment policy and applicable bond documents.

<b>Institution</b>	<b>Investment Type</b>	<b>Maturity Date</b>	<b>Interest to Date</b>	<b>Rate</b>	<b>Balance</b>
Wells Fargo – Checking	Government Checking	N/A	\$882.58	0.02%	\$12,855,056.32
County of Ventura	Treasury Pool	N/A	\$17,743.89	0.31%	\$23,425,104.61
<b>Total</b>			<b>\$18,626.47</b>		<b>\$36,280,160.93</b>

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

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

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

For Management Reporting Purposes Only





Item #9C

December 5, 2014

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: ELLEN TALBO, PROGRAM ANALYST**

**SUBJECT: PASSENGER RAIL UPDATE**

**RECOMMENDATION:**

- Receive and file.

**BACKGROUND:**

This report provides a monthly update of regional passenger rail activities. The information in this update focuses on regional commuter rail (Metrolink), intercity rail (Amtrak), and other rail-related issues pertinent to Ventura County.

**DISCUSSION:**

**Ridership & On-Time Performance (OTP)**

During the month of October, ridership on the Ventura County Line averaged 3,723 total boardings per weekday (inbound and outbound) indicating a 2.1% decrease from the previous month of September 2014, and a 1.3% decrease from the same month last year. Systemwide ridership experienced a 1.1% increase from the previous month. Monthly ridership statistics for the month of October 2014 are provided in the attachment for reference.

On-time performance data (which denotes trains arriving within five minutes of scheduled time) for the previous two months were as follows:

October:	91.5%
November:	93.9%

Amtrak ridership at the Ventura County stations experienced more notable increases, experiencing a 0.08% increase in average daily boardings (on and off) from September to October 2014, and an approximate 29% increase in boardings (on and off) from October 2013 to October 2014. Average daily boardings include weekends and holidays.

**Board & TAC Updates**

**Metrolink**

In November, the Metrolink Board awarded Balfour Beatty Infrastructure Inc. the civil and signal construction contract for the Ventura County Sealed Corridor Grade Crossing Improvement Project. Three crossings (First Street, Erringer Road, and Sycamore Drive) are located in the City of Simi Valley and one crossing (Moorpark Avenue) is located in the City of Moorpark. Moorpark Avenue (SR-23) is a State Highway and is maintained by Caltrans. The Moorpark Avenue grade crossing is funded from the Prop 1B Highway Railroad Crossing Safety Account (HRCSA) funding. The three crossings in Simi Valley are funded by Proposition 1B Transit Capital funds and Interregional Transportation Improvement Program (ITIP) funding.

Since August, the TAC has received several Metrolink staff presentations about the aging ticket vending machine (TVM) fleet. Replacement of existing Ticket Vending Machines (TVMs) is needed to bring the current ticketing fare collection system to current technical standards that offer efficient and effective customer friendly options that are interoperable across the entire system. In an effort to reduce the amount of reported issues on a monthly basis and to improve the overall ticket purchasing experience for passengers, Metrolink is taking several actions to mitigate the volume of reported issues including:

- Upgrade to the existing TVM fleet’s internal Centralized Processing Units (CPU) and Universal Power Source (UPS) components
- Implement mobile and online ticketing across the system. Metrolink projects up to 60% of current TVM purchases migrating over to mobile and online ticketing. The supporting data for this projection consists of the current split of 60/40 for credit card purchases to cash purchasers, and the high percentage of demographics who prefer to use their smartphones to purchase tickets. In comparison, 62% of Amtrak tickets sales are from mobile and online sales.
- Present to the Board the critical path for replacing the current fleet of TVMs. This will consist of:

Oct-Nov	TAC and Board were briefed about aging TVM fleet
December 2014	Metrolink will seek Board approval on the following: a) Capital purchase or Lease of new TVMs b) Implementation plan c) TMV procurement process d) Request to pursue member agency funding
June 2015	Member agencies seek approval from their respective boards for mid-year budget adjustments to support the approved method of purchasing TVMs (for example – capital purchase or lease)
February 2015	Begin acquisition of new TVMs without member agency budget adjustments

The VCTC share comes out to about \$1.8 million up-front for the purchase option, or about \$300,000 up front and about \$225,000 per year for a 10-year lease. There is no recommendation yet about lease vs. buy. It’s probably more cost-effective to buy, but the challenge will be to have that much up-front cash. The TVM system upgrade will commence within the month, and depending on the results of that upgrade a less aggressive replacement timeline might be appropriate.

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**LOSSAN**

In November, the Staff Working Group met to review five draft LOSSAN Rail Corridor Agency (Agency) Business Plan chapters regarding Capital Improvements, Equipment, Expansion and Enhancement, Marketing, and Passenger Amenities, as well as the final draft 2015 LOSSAN Agency Legislative Program. LOSSAN staff continues to draft the Interagency Transfer Agreement in preparation for presentation to its Board in January 2015.

## October 2014 Metrolink Ridership

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)  
OCTOBER 2014 v. SEPTEMBER 2014 (MONTH OVER MONTH)

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
<b>Oct-14</b>	3,723	42,491	n/a
<b>Set-14</b>	3,803	42,034	188
<b>Change</b>	-2.1%	1.1%	n/a

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

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
<b>Oct-14</b>	3,723	42,491	n/a
<b>Oct-13</b>	3,772	42,040	256
<b>Change</b>	-1.3%	1.07%	n/a

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

MO/YR	Ventura County Line	VC County Portion	System Grand Total	Average Daily Metrolink Monthly Passholders on Amtrak
<b>Oct-14</b>	3,723	1,990	42,491	n/a
<b>Oct-13</b>	3,772	1,796	42,040	256
<b>Oct-12</b>	4,041	2,115	44,269	212
<b>Oct-11</b>	4,035	1,972	42,379	292
<b>Oct-10</b>	3,605	1,995	39,605	304
<b>Oct-09</b>	3,762	2,027	41,776	340



Item #9D

December 5, 2014

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: AMY AHDI, TRANSIT PLANNER**  
**SUBJECT: AMENDMENT TO THE TRANSCOM BYLAWS**

**RECOMMENDATION:**

- Approve amendment to the TRANSCOM bylaws

**BACKGROUND:**

Because the county has changed the way it is organized to provide transit and the recent approved VCTC TDA Triennial Performance Audit findings regarding TRANSCOM, staff believes that it is timely to update the TRANSCOM bylaws. Below are the proposed changes:

- Change "each transit service provider" to "each member agency"
- Change South Coast Area Transit (SCAT) to Gold Coast Transit District (GCTD)
- Add Ventura County Transportation Commission (VCTC) Intercity Bus as a voting member
- Add Heritage Valley Technical Advisory Committee as a voting member
- Add California State University Channel Islands (CSUCI) as an ex-officio member
- Clarify Section V title to read "Election of...."
- Revise quorum to reflect that 6 of the 14 agencies represents a quorum
- Clarify Section VII to include "make recommendations on programming of transit funding and review the Program of Projects"
- Amend Section XIII to state that no individual can vote for more than one member agency

Attached is a draft of the proposed revisions to the Operating Rules, which were approved by TRANSCOM in November 2014.

**TRANSIT OPERATOR'S ADVISORY COMMITTEE  
(TRANSCOM)  
PROPOSED OPERATING RULES**

**I. PURPOSE OF THE COMMITTEE**

The Transit Operators Advisory Committee (TRANSCOM) is a duly constituted Transportation Advisory Committee formed at the direction of the Ventura County Transportation Commission (VCTC). Members shall serve at the pleasure of the Commission. The VCTC is the sole policy board of the TRANSCOM. The purpose of the Committee is to act as an advisory body to the County Transportation Commission for purposes of transit planning and programming, including review of the Program of Projects, and to provide a forum for discussion and input on transit issues and the Congestion Management Program.

**II. MEMBERSHIP**

The TRANSCOM shall be composed of a representative from: each member agency operating within Ventura County, one ex officio member from the staff of the County Air Pollution Control District, one ex officio member from the State Department of Transportation District 7, and one ex-officio member from the California State University Channel Islands. For the purposes of this committee, transit service providers shall include municipal operators, public agencies providing or contracting with private operators, Gold Coast Transit District, Heritage Valley Technical Advisory Committee and the Ventura County Transportation Commission Intercity Bus. Each transit service provider may appoint one representative and one alternate, The VCTC can also appoint additional members at its discretion. The member agencies are as follows:

- City of Camarillo
- City of Fillmore
- City of Moorpark
- City of Ojai
- City of Oxnard
- City of Port Hueneme
- City of San Buenaventura
- City of Santa Paula
- City of Simi Valley
- City of Thousand Oaks
- County of Ventura
- Gold Coast Transit District (GCTD)
- Ventura County Transportation Commission (VCTC) Intercity Bus
- Heritage Valley Technical Advisory Committee (HVTAC)
- Ventura County Air Pollution Control District (APCD) (ex-officio)
- Caltrans District 7 (ex-officio)
- California State University Channel Islands (CSUCI) (ex-officio)

**III. METHOD OF APPOINTMENT**

The members of this committee shall be appointed, reappointed or removed by the members' appointing agency. Members may be replaced at any time by the appointing entities.

**IV. TERM OF OFFICE**

The term of office of the TRANSCOM membership shall be for an indeterminate period of time at the discretion of the Ventura County Transportation Commission.

## **V. ELECTION OF OFFICERS OF THE COMMITTEE**

The officers of this committee shall be Chairperson and Vice Chairperson who shall be selected from among the membership of this committee at the January meeting each year by its membership, and who shall serve in their respective capacities at the pleasure of the Committee.

## **VI. DUTIES OF OFFICERS**

### **Chairperson**

The Chair of this committee shall be responsible for:

1. Calling for meetings of this committee,
2. Presiding at the meetings of this committee.
3. Assisting with agenda preparation.
4. Reporting to the VCTC when called upon to do so.
5. Establishing subcommittees as necessary.
6. Other such duties as he/she may be directed by the TRANSCOM and/or the VCTC to perform.

### **Vice Chairperson**

The Vice Chairperson of this committee shall serve in the absence of the Chair and perform such duties as he/she may be directed by the Chair to perform.

## **VII. DUTIES AND RESPONSIBILITIES OF THE COMMITTEE**

It shall be the duty and responsibility of this committee to:

1. Serve as the Transit Operators Advisory Committee for the VCTC.
2. Share any and all pertinent information relating to the field of transit.
3. Review documents and make recommendations to the VCTC regarding transit improvement programs and projects.
4. Serve as a forum for discussion and input on transit issues and formulate recommendations for consideration by the VCTC.
5. Annual review of the Congestion Management Program update.
6. Make recommendations on programming of transit funding and review the Program of Projects (POP).
7. Other duties as may be, requested by the VCTC.

## **VIII. SECRETARY OF THE TRANSCOM**

The staff of the VCTC shall serve as the secretary of the TRANSCOM and shall provide staff support to the committee.

## **IX. QUORUM**

Six (6) of the fourteen (14) voting member agencies appointed to this Committee shall constitute a quorum for conducting Committee activities.

## **X. COMMITTEE ACTIONS**

All actions on items before the TRANSCOM shall be determined by a vote of a simple majority of the members present.

**XI. MEETINGS**

Meetings of the TRANSCOM shall be held the second Thursday of the month at 1:30 P.M. at least six times per year. All meetings shall be called, noticed and conducted in the manner described in Section 54952.3 of the Government Code, also known as the "Brown Act."

**XII. AMENDMENTS TO OPERATING RULES**

The TRANSCOM may recommend, and the VCTC may approve, amendments to the Operating Rules by a majority vote.

**XIII. VOTING**

Each member has one vote. In the absence of a member, the designated alternate may vote in the member's place. No individual can vote for more than one member agency.

**XIV. POWERS**

The TRANSCOM is created by the VCTC and shall have no powers of existence separate or apart from that of the Commission.

TRANSCOM                      Adopted 2/11/93  
                                         Revised 3/13/97  
                                         Revised 9/4/03  
                                         Revised 11/6/14

VCTC                              Adopted 3/5/93  
                                         Revised 4/5/97  
                                         Revised 10/3/03





Item #9E

December 5, 2014

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: SALLY DEGEORGE, FINANCE DIRECTOR**

**SUBJECT: COMPREHENSIVE ANNUAL FINANCIAL REPORT**

**RECOMMENDATION:**

- Approve the audited Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2013/2014.

**BACKGROUND:**

State law requires that the Ventura County Transportation Commission (Commission) publish within six months of the close of each fiscal year a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States (GAAP) and audited in accordance with generally accepted auditing standards by independent certified public accountants. Pursuant to that requirement, staff hereby issues the Comprehensive Annual Financial Report (CAFR) of the Ventura County Transportation Commission for the fiscal year ended June 30, 2014. This is the seventh year that the Commission has issued a CAFR which includes additional information to provide a more "comprehensive report" to the Commission and the public.

The Commission's auditors, Vavrinek, Trine, Day and Company, LLP, have completed the Fiscal Year 2013/2014 audit and all reports. Vavrinek, Trine, Day and Company, LLP, has issued a report stating that in their opinion, the Ventura County Transportation Commission's financial statements for the year ended June 30, 2014 are presented fairly in all material respects. The independent auditor's report begins on page 1 of the CAFR.

The Commission maintains four governmental funds. Information is presented separately for the governmental funds comprised of the General Fund, Local Transportation Fund (LTF), State Transit Assistance (STA) Fund, and the Service Authority for Freeway Emergencies (SAFE) Fund.

The Commission adopted annual budgets for all funds. Budgetary comparison schedules are provided on pages 46-51 of the CAFR as required supplementary information and supplementary schedules to demonstrate compliance with these budgets.

The Letter of Transmittal at the beginning of the CAFR is an introduction to the financial statements. The Management's Discussion and Analysis Report (MD&A) presented on pages 3-14 provides a narrative overview and analysis of the Commission's financial activities for the fiscal year. The statistical section can be found at the end of the CAFR on pages 54-68.

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At June 30, 2014, the Commission's General Fund balance was \$1,493,411, of which \$375,386 was nonspendable for prepaids and deposits and \$676,575 was restricted for rail and transit. The remaining \$441,450 was unassigned with \$138,455 set aside for compensated absences and \$302,995 available for Commission projects and/or operations in future years.

The remaining balances for the other funds were: \$11,255,387 for the LTF Fund; \$13,535,597 for the STA Fund; \$3,798,717 for the SAFE Fund. The total fund balance for Fiscal Year 2013/2014 was \$30,083,112 which was \$1,164,785 higher than the previous year largely due to higher than anticipated STA and LTF revenues.

The audited Comprehensive Annual Financial Statement, single audit report and SAS 114 report are separate attachments to the agenda that are included in the Commissioner's packet. These reports are available upon request or on the Commission's website, [www.goventura.org](http://www.goventura.org), as agenda attachments.



Item # 9F

December 5, 2014

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: STEVE DEGEORGE, PLANNING AND TECHNOLOGY DIRECTOR**  
**SUBJECT: NAVAL BASE VENTURA COUNTY JOINT LAND USE STUDY (NBVC JLUS) UPDATE**

**RECOMMENDATION:**

- Receive and File

**Discussion:**

As the Commission may recall in its role as the Airport Land Use Commission (ALUC) VCTC is the Study Sponsor for the Naval Base Ventura County Joint Land Use Study (NBVC JLUS). The JLUS is a cooperative planning effort led by local communities and agencies promoting greater partnership with Naval Base Ventura County. The dual goal of a JLUS is to develop land use policies that preserve the ability of a military installation to perform its assigned mission by preventing the encroachment of incompatible land uses and to protect the public health, safety and welfare of the surrounding community. VCTC received grant funding from the Department of Defense Office of Economic Adjustment (DoD, OEA) for Department of Defense Community Planning Assistance Funds to conduct the JLUS.

The JLUS brought together neighboring communities, agencies and stakeholders with Naval Base Ventura County to identify issues of common concern and potential areas of land use conflict. The stakeholders working together with Matrix Design Group, the JLUS consultant, identified eighty-eight (88) individual issues for study. Beginning last spring, Matrix began research on the identified issues to determine impacts associated with each of them. From that work, Matrix Design Group has developed the narrative which will form the first five (5) chapters of the Study.

The first five chapters containing background material and a discussion of all issues identified will be provided to the Technical/Advisory Committee as well as the Policy Advisory Committee during the month of December for review. Committee meetings to review that material and move forward into the resolutions/strategies portion of the study will be starting up in January with the project concluding in late June or July.

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Item # 9G

December 5, 2014

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: VIC KAMHI, TRANSIT DIRECTOR  
AARON BONFILIO, PROGRAM MANAGER**

**SUBJECT: ROADRUNNER INTERCITY BUS CONTRACT UPDATE**

**RECOMMENDATION:**

- Receive status report on the Agreement between VCTC-and Roadrunner Management Service, Inc., for VCTC Intercity Bus Services

**DISCUSSION:**

On July 25, 2014, the Commission directed the Executive Director to negotiate all remaining terms of the VCTC Intercity bus service with Roadrunner Management Services, Inc., and authorized the Commission Chair to execute said contract. The Contract is for VCTC Intercity bus services beginning in May, 2015. The contract has been executed, and, along with the arrival of the fourteen new VCTC owned buses, progress is being made to implement the new contract. Roadrunner is being required to upgrade the service yard, and has ordered the additional new buses (owned by Roadrunner) to allow the Commission to implement the new, long term contract on with a fully dedicated fleet and operations facility.

While there were a number of minor issues that required discussions before mutually acceptable resolutions were reached, the largest issue was in regard to the proposed site and improvements to the VCTC Intercity bus yard and vehicle dispatch facility. The owner of the site in Oxnard which had been included in the original Roadrunner proposal notified Roadrunner and the Commission staff that he was in negotiations with another (non-transit) leaser, and the site would be unavailable for VCTC's Intercity bus service. At that point, Roadrunner offered a site owned by them in Camarillo. Commission staff worked with Roadrunner to insure that the facility would provide an adequate VCTC Intercity bus facility which would meet the conditions placed in the Request for Proposals and would be upgraded and available by the start of the contract in May 2015.

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Item # 9H

December 5, 2014

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: VIC KAMHI, TRANSIT DIRECTOR**

**SUBJECT: FY 15/16 TRANSPORTATION DEVELOPMENT ACT (TDA) UNMET TRANSIT NEEDS PUBLIC HEARING SCHEDULE, PROCEDURES AND DEFINITIONS OF "UNMET TRANSIT NEEDS" AND "REASONABLE TO MEET"**

**RECOMMENDATION:**

- Review and approve the schedule, procedures and definitions of "Unmet Transit Needs" and "Reasonable to Meet" for the FY 15/16 Unmet Transit Needs Public Hearing
- Approve the Chair to appoint a Hearing Board and Chair from the Commission to receive public input and make recommendations to the Commission

**DISCUSSION:**

VCTC has been designated by the State as the Transportation Planning Agency (TPA) for Ventura County. One of the TPA responsibilities is administration of the Transportation Development Act (TDA) which is a major source of transportation funding for the cities and County of Ventura.

Each year, the State Transportation Development Act (TDA) - California Public Utilities Code (PUC) Section 99401.5(c) - requires a public hearing be held to discuss public transit needs. The purpose of the annual public hearing is to take testimony on local and/or regional transit needs, and then develop findings that ensure that all reasonable transit needs are satisfied before TDA funds can be allocated for street and road purposes. The testimony is reviewed against adopted definitions describing what are "unmet transit needs" and what is "reasonable to meet". (ATTACHMENT 1)

A Hearing Board will be appointed by the VCTC Chair, and they will hold the public hearing Monday, February 9, 2015 at 1:30 PM at Camarillo City Hall. The Hearing Board will then review the testimony and draft staff findings/recommendations on April 20, 2015 at 1:30 PM at Camarillo City Hall. A schedule for the FY 15/16 public hearing is attached. The procedures for the hearing will be the same as in past years, that is, testimony will be collected from the public and local agencies interested in transportation. Testimony can be submitted by letter, email, telephone call to VCTC's toll-free "800" number, by appearing at one of three proposed "listening sessions" to be scheduled for evening during the week of January 26 in the East County, West County, and Santa Clara River Valley and/or at the public hearing. The testimony will be reviewed by VCTC staff and transit providers and analyzed in the context of the adopted definitions of "unmet transit needs" and "reasonable to meet". Commission staff will also hold a "listening session in the East County, West County and Heritage Valley.

Fiscal Year (FY) 2015/2016 Public Hearing Schedule: A detailed schedule with specific dates and locations of events will be distributed to the Commission and posted on the website in January.

- The proposed Unmet Needs process and definitions were presented to the VCTC Citizens' Transportation Advisory Committee/Social Service Transportation Advisory Committee (CTAC/SSTAC) in October. They were accepted with a minor correction in definitions identified by the Commission last year.
- In January 2014, three community "listening" sessions will be held in cooperation with the transit providers and social service agencies in the Heritage Valley, the East County and the GCT District boundaries – these sessions will be participant-friendly and encourage public discussion. It will also be explained that the collection of transit need input will be a continuing effort throughout the year albeit punctuated by the annual Public Hearing.
- The required Public Hearing will be February 9, 2015. At the hearing, the Hearing Board will be briefed on the comments heard to date and will also take any additional comments, however, most of the input about transit needs should have already been received.
- In February, March and April, staff will then work with the cities/County and interested local agencies to develop the draft findings and respond directly to people and agencies who submitted testimony. Also, the draft findings will be posted on the website to encourage public reaction. In keeping with development of more user-friendly materials, the findings will be easier to navigate and understand with the required legalese confined as much as possible to the Commission resolution approving the findings. Note that specific findings must be made for the cities of Camarillo, Fillmore, Moorpark and Santa Paula before these cities can claim any TDA funds for local street purposes.
- CTAC/SSTAC will review the draft findings in April.
- The Hearing Board will review April 20, 2015
- The Commission will consider the findings at its' May 1, 2015 meeting.
- The deadline for submittal of FY 2015/2016 findings to State is August 15<sup>th</sup>.



**“UNMET TRANSIT NEED”**

Public transportation services identified by the public with sufficient broad-based community support that have not been funded or implemented. Unmet transit needs identified in a government-approved plan meet the definition of an unmet transit need. Sufficient broad-based community support means that persons who will likely use the service on a routine basis demonstrate support: at least 15 requests for general public service and 10 requests for disabled service.

## Includes:

- Public transit services not currently provided to reach employment, medical assistance, shop for food or clothing, to obtain social services such as health care, county welfare programs and education programs. Service must be needed by and benefit the general public.
- Service expansions including new routes, significant modifications to existing routes, and major increases in service hours and frequency

## Excludes:

- Operational changes such as minor route changes, bus stop changes, or changes in schedule
- Requests for extended hour (less than one (1) hour
- Service for groups or individuals that is not needed by or will not benefit the general public
- Comments about vehicles, facilities, driver performance and transit organizational structure
- Requests for better coordination
- Requests for reduced fares and changes to fare restrictions
- Improvements funded or scheduled for implementation in the following year
- Future transportation needs
- Duplication or replacement of existing service

**“REASONABLE TO MEET”**

Outcome	Definitions	Measures & Criterias
<b>Equity</b>	The proposed service will not cause reductions in existing transit services that have an equal or higher priority	<b>Measures:</b> Vehicle revenue service hours and revenue service miles. <b>Criteria:</b> Transit vehicle service hours and miles will not be reduced on existing routes to fund the proposed service
<b>Timing</b>	The proposed service is in response to an existing rather than future transit need	<b>Criteria:</b> Same as definition that proposed service is in response to an existing rather than future transit need; based on public input
<b>Feasibility</b>	The proposed service can be provided with the existing fleet or under contract to a private provider	<b>Measure:</b> Vehicle spare ratio: Transit system must be able to maintain FTA's spare ratio requirement of 20% (buses in peak service divided by the total bus fleet cannot fall below 20%). If less than 20%, can additional buses be obtained (purchased or leased) or can service be provided under contract to a private provider?
<b>Feasibility</b>	There are adequate roadways to safely accommodate transit vehicles	<b>Measure &amp; Criteria:</b> Route inspection to determine adequacy of infrastructure to accommodate transit vehicles and passengers.
<b>Cost Effectiveness</b>	The proposed service will not unduly affect the operator's ability to maintain the required passenger fare ratio for its system as a whole	<b>Measure:</b> Total estimate annual passenger fare revenue divided by total annual operating cost (the entire service including the proposed service) <b>Criteria:</b> fare revenue/operating cost cannot fall below the operator's required passenger fare ratio.
<b>Cost Effectiveness</b>	The proposed service will meet the scheduled passenger fare ratio standards described in Attachment A	<b>Measures and criteria in Attachment A.</b>
<b>Service Effectiveness</b>	Estimated passengers per hour for the proposed service will not be less than the system-wide average after three years.	<b>Measure:</b> Passengers per hour. <b>Criteria:</b> Projected passengers per hour for the proposed service is not less than 70% of the system-wide average (without the proposed service) at the end of 12 month of service, 85% at the end of 24 months of service, and 100% at the end of 36 months of service.

**PASSENGER FARE RATIOS**

It is desirable for all proposed transit services in urban areas to achieve a 20% passenger fare ratio by the end of the third year of operation. A passenger fare ratio of 10% is desired for special services (i.e., elderly and disabled) and rural area services\*. More detailed passenger fare ration standards, which will be used to evaluate services as they are proposed and implemented, are described below. Transit service both urban and rural areas, per state law, may obtain an “intermediate” passenger fare ratio.

<b>Urban Service</b>	<b>Rural Service</b>	<b>Recommended Action</b>
<b>New Service Performance Criteria: End of Twelve Months</b>		
Less than 6%	Less than 3%	Provider may discontinue service
6% or more	3% or more	Provider will continue service, with modifications if needed
<b>New Service Performance Criteria: End of Twenty-four Months</b>		
Less than 10%	Less than 5%	Provider may discontinue service
10% or more	5% or more	Provider will continue service, with modifications if needed
<b>New Service Performance Criteria: End of Thirty-Six Months **</b>		
Less than 15%	Less than 7%	Provider may discontinue service
15% to 19%	7% to 9%	Provider may consider modifying and continue service
20% or more	10% or more	Provider will continue service, with modifications if needed
*Per statute the VCTC may establish a lower fare for community transit (dial-a-ride) services.		
**A review will take place after 30 months to develop a preliminary determination regarding the discontinuation of proposed services		

## **Fiscal Year 15/16 Unmet Transit Needs Public Hearing and Process Schedule**

October 14, 2014	CTAC/SSTAC reviews FY 15/16 Unmet Transit Needs Public Hearing Definitions
December 5, 2014	VCTC approves FY 15/16 Unmet Transit Needs Public Hearing schedule and Definitions
December 12, 2014	Letters/flyers are sent to community groups, social service agencies, transit operators, and the general public to announce the public hearing and information is posted on the <a href="http://www.goventura.org">www.goventura.org</a> website.
January 7, 2015	Legal notice for public hearing published (La Vida)
January 7, 2015	Legal notice for public hearing published (Star)
January 28 (La Vida) and January 31 (Ventura Star), 2015	Display advertisements on public hearing published in local English and Spanish language newspapers
January (week of Jan 26), 2015	East County public meeting, 6:30 PM in (location to be determined)
January (week of Jan 26), 2015	West County public meeting, 6:30 PM in (location to be determined)
January (week of Jan 26), 2015	Santa Clara River Valley public meeting, 6:30 PM in (location to be determined)
January 26, 2015	Reminder notices on the public hearing sent to agencies/citizens
February 9, 2015	Public Hearing, 1:30 PM Camarillo City Hall
February 16, 2015	5 PM Hearing record closed – no further public testimony accepted
March 12, 2015	Transit Operators Advisory Committee (TRANSCOM) reviews testimony and makes recommendations regarding the proposed findings
April 14, 2015	CTAC/SSTAC reviews testimony and makes recommendations regarding the staff proposed findings
April 20, 2015	1:30 PM Camarillo City Hall – VCTC Hearing Board approves Unmet Transit Needs Public Hearing Findings
May 1, 2015	9 am Camarillo City Hall – VCTC adopts Unmet Transit Needs Public Hearing Findings
May 4, 2015	Adopted findings are forwarded to the State for review
August 15, 2015	Deadline for State review of findings



**Item #91**

**December 5, 2014**

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: PETER DE HAAN, PROGRAMMING DIRECTOR**  
**SUBJECT: AUTHORIZE REQUEST FOR PROPOSAL (RFP) FOR AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION SERVICES**

**RECOMMENDATION:**

- Authorize staff to release the attached RFP for ADA Certification Services, with proposals due February 3, 2015.

**BACKGROUND:**

The ADA mandates that each public entity operating a fixed-route transit system provide complementary paratransit service to individuals whose functional disabilities prevent use of accessible fixed-route bus systems. Each public transit agency is required to establish a certification process for determining ADA paratransit eligibility for complementary paratransit service. In Ventura County, the local transit operators have agreed that VCTC should operate a uniform ADA certification program covering the entire county. In September, 2009, the Commission approved a contract with Mobility Management Partners, Inc. (MMP) to provide the certification service. This contract expired on June 30, 2013, with provision for two optional one-year extensions, with the Commission having exercised both extensions. Thus, the final extension allowed by the original contract will expire June 30, 2015.

**DISCUSSION:**

VCTC staff has worked with the staff of the transit operators to develop the scope of work that is included in the attached ADA Certification Services RFP. The base contract is proposed to carry a three-year term, with provisions for two one-year extensions. Unlike the prior contract which included a fixed monthly charge plus a charge for each completed evaluation, the RFP provides for a new contract whereby VCTC will pay a fixed amount, subject to a previously agreed-upon adjustment should the number of evaluations fluctuate beyond certain thresholds.

The approach proposed in the Scope of Work emphasizes the use of a two-step evaluation process, with the first step consisting of an initial review of the documents for completion and an evaluation of what additional information is needed, and the second step consisting of the more detailed evaluation which for new applicants will generally include a personal interview, possibly with a functional evaluation. Over the last few years it has become apparent that for applicants the most difficult part of the process is the obtaining of a doctor's evaluation, while at the same time that evaluation appears to be possibly the most

**December 5, 2014**  
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important part of the process for identifying who is eligible for ADA service. Therefore, the scope of the new contract attempts to strike a balance between streamlining the process for the medical evaluation, and even allowing that step to be skipped in limited circumstances, while still providing where needed the benefit of an evaluation by a licensed health care professional answering specific questions related to ADA eligibility.

As with the prior contract, this work scope includes a requirement that for the three-year base contract period, the certification consultant provide a suitable office for certification staff to carry out required work including answering of telephone inquiries. Given VCTC's future plans to move into its own office building, and the expectation that there will be sufficient space in that building for certification staff, the work scope requires that for the optional extension period the certification staff be located in VCTC's building in Camarillo. Staff anticipates that having certification staff in the same office as VCTC management and transit staff will help VCTC to better manage the project and to provide better-coordinated customer service as well as a stronger public association of VCTC with the ADA services.

Based on the cost of the current ADA contract and allowing a reasonable figure for an increase in the new contract, staff estimates that the contract for the three-year base period will be \$485,000, or about \$162,000 per year.

Staff intends to release the attached RFP subsequent to Commission authorization, and return to the Commission in March with a recommendation for contract award.



December 12, 2014

**AMERICANS WITH DISABILITIES ACT (ADA)  
COMPLEMENTARY PARATRANSIT  
ELIGIBILITY CERTIFICATION SERVICES  
REQUEST FOR PROPOSALS (RFP)**

**PROPOSALS ARE DUE AT THE VCTC OFFICE  
LOCATED AT 950 COUNTY SQUARE DRIVE, SUITE 207  
VENTURA, CA 93003  
ON TUESDAY, FEBRUARY 3, 2015  
NO LATER THAN 4:00 PM PDT**

**A PRE-PROPOSAL CONFERENCE WILL BE HELD AT THE VCTC OFFICE  
ON TUESDAY, JANUARY 6, 2015 AT 10:00 AM**

**(For more information, please contact Peter De Haan, VCTC, at (805) 642-1591 ext. 106 or  
email to: [pdehaan@goventura.org](mailto:pdehaan@goventura.org))**

**A. INTRODUCTION**

Ventura County is a diverse coastal county with a population of approximately 850,000, encompassing both urban and rural areas. The Ventura County Transportation Commission (VCTC) is a regional transportation planning agency committed to keeping Ventura County moving. By working in close partnership with each of the cities and the County, the VCTC is ever mindful of maintaining the character of Ventura County while prioritizing transportation investments.

The VCTC is responsible for countywide transportation planning, programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities. In addition, VCTC provides commuter bus service connecting the various urbanized areas, as well as local bus service in the cities of Santa Paula and Fillmore. (The local service operated by VCTC in Santa Paula and Fillmore is in the process of being rebranded as "Valley Express" but VCTC is still the operator.)

## **B. BACKGROUND**

The Americans with Disabilities Act (ADA) requires that all public transportation systems that deliver fixed route service to the general public must also make accommodations to ensure that people with disabilities can use and access the service. The ADA recognizes that even with these accommodations some individuals will not be able to access the available fixed route service. To bridge this gap, the ADA therefore mandates that public transportation systems with fixed route service provide complementary paratransit service for individuals whose disability prevents them from accessing fixed route service.

The ADA requires that each public transit agency establish a certification process for determining eligibility for ADA complementary paratransit service. By agreement among the Ventura County transit agencies, VCTC administers on a countywide basis the certification program on behalf of each of these agencies, to provide economies of scale. The operators in Ventura County include:

Camarillo Area Transit (CAT),  
Gold Coast Transit (GCT),  
Moorpark City Bus,  
Simi Valley Transit (SVT),  
Thousand Oaks Transit (TOT),  
VCTC

This certification service has been provided through a contract managed by VCTC, and that contract is scheduled to expire June 30, 2015. Accordingly, VCTC seeks a qualified firm to provide ADA certification services on a countywide basis starting July 1, 2015.

The ADA requires that paratransit eligibility be based on one's functional ability to use and navigate fixed route service, not a medical diagnosis. Therefore the existence of a disability alone will not necessarily qualify an applicant for certification to use complementary paratransit services. For instance, an individual who uses a wheelchair or other mobility device may be able to access fixed route services and is not necessarily a paratransit-dependent passenger. In order to ensure an applicant's eligibility is based on the ability to use and navigate fixed route service where appropriate, VCTC's process is to provide two levels of review as necessary to determine eligibility. First, a written application is submitted and if possible a professional evaluation is obtained. This written documentation is reviewed for completeness. A determination is made of what further information is required to complete an eligibility review. For new applicants an in-person interview will typically be required, while for recertification applicants an in-person interview will sometimes be required, but typically not. This is referred to as the second level of review. The in-person eligibility process may include physical and cognitive tests. The objective of these tests is to gather data about one's functional ability to safely use and navigate fixed route services. During these tests there may also be conclusions regarding the ability to safely use paratransit. Should the applicant be determined as eligible this data would be passed on the paratransit operator serving the applicant's area, as part of the rider profile. It might be necessary to contact the physician or other licensed professional who assisted with the application to obtain additional information. After all of the required information for the second level of review is obtained, including an in-person interview if required, the application is considered complete. The contractor is expected to notify the applicant within 21 calendar days to provide the ADA eligibility decision.

The VCTC welcomes and encourages proposers to demonstrate their expertise in certification programs by submitting proposals for any type of ADA eligibility process, including in-person, telephone, online or any combination of proposed evaluations that best meet the needs of Ventura County. The ADA eligibility and certification functions will be performed by a contractor. A responsive proposal will identify the recommended process that meets both the mandated ADA eligibility determination requirements and needs of Ventura County.



## **C. SCOPE OF SERVICES**

### **1. MANAGEMENT OF OPERATIONS**

#### **Project Manager**

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

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

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

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

#### **Reporting**

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

1. Number of applications received;
2. Number of applicants interviewed;
3. Results of functional assessments;
4. Number of determinations, by type:
  - a. Eligible (new applicant)
  - b. Eligible (recertification)
  - c. Conditionally eligible by condition
  - d. Temporarily eligible
  - e. Ineligible
5. Number of applicants taking more than 10 business days from initial application submittal to schedule an appointment. Explanation of why in each case;
6. Number of applicants for whom a determination has not been made within 21 days of assessment or receipt of simplified paperwork with an explanation of why in each case;

7. Average processing time for applications. Processing time is from completed paperwork/process to the postmark of determination letters;
8. Average hold times on ADA telephone information lines.
9. Number of appeals as notified by VCTC.

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

### Meetings

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

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

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

### VCTC Responsibilities

Under this Contract, VCTC's responsibilities in administering the ADA Certification Program will include the following:

- Providing direction to the incumbent contractor with regard to transitioning of the program to the newly-selected Contractor;
- Ensuring the availability of interview and assessment locations;
- Providing information on its website regarding the ADA certification process and contact information, including eligibility applications for down-loading;
- Providing paper with VCTC letterhead to the Contractor for use in issuing approvals and denials, along with text in English and Spanish to use in the letter;
- Providing ADA eligibility card design including the VCTC logo to the Contractor for use in issuing ADA eligibility cards;
- Providing informational brochures and an application in English and Spanish to the Contractor for distribution to applicants. These brochures include information on the certification process and on the Travel Training program. Printing of these documents is also the responsibility of VCTC;
- Providing the Professional Evaluation template to the Contractor for dissemination to physicians and other qualified health professionals;
- Notifying Contractor of the initiation of an appeal, and reviewing and acting on appeals;
- Coordinating with the responsible fixed-route transit agencies to regarding their monitoring and feedback of the certification process;
- Providing general transit system information brochures and schedules for distribution to applicants as appropriate.
- Marketing and outreach for its programs. The Contractor may not initiate and/or perform any outreach activities on behalf of VCTC or the transit operators without the expressed prior consent of VCTC.

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

## Liquidated Damages

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

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

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

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

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

### **TASK 1 DELIVERABLES:**

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

## **2. PROGRAM STAFF**

### Staffing Requirements

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

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

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

### Training

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

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

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

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

### **Task 2 Deliverable**

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

### **3. INITIAL PROJECT MOBILIZATION**

#### Contract Kick-Off and Approval of Certification Procedures

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

#### Transition

VCTC anticipates approving this Contract on or about April 1, 2015, with the contractor assuming responsibility for the certification process effective July 1, 2015. During the period prior to July 1<sup>st</sup>, the Contractor shall work with VCTC and with VCTC's current ADA certification contractor to transition the

certification process to the new Contractor. The incumbent contractor's contract requires that they participate in meetings and the transfer of client records to ensure a smooth transition to the new Contractor. The new Contractor shall identify for VCTC the inbound phone line at least 10 business days in advance of the transition date to facilitate smooth transition of phone services.

### Facility

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

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

### Equipment and Documents

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

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

### Telephone System

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

Contractor is responsible for the installation and maintenance of sufficient telephone lines and equipment to support the Contractor's administrative requirements so that the toll-free (or local area codes) applicant telephone lines are not utilized for administrative purposes. Contractor shall provide voice telephone services for certification inquiries and return of calls from Contractor staff to applicants, their guardians, and/or health care providers, including sufficient telephone lines to avoid hold times that exceed five minutes on the phones. Busy signals are not acceptable as they can be interpreted as discouraging certification and therefore, a capacity constraint. Contractor shall provide VCTC with a way to independently monitor the overall performance of the system. The method of monitoring shall be suggested by the Contractor and be subject to approval by VCTC prior to implementation of the phone system.

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

### Eligible Applicant Profiles

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

Currently, the majority of complementary paratransit operators utilize Trapeze to manage their ADA client database and dispatch rides. The incumbent contractor transmits certification information to these operators by e-mailing pdf-format rider profiles to them. There is currently a desire on the part of VCTC and the transit operators to improve the protocol for communication of certification information to the operators. Therefore, Proposals are to include suggestions for protocols for improved communication of certification data with the paratransit operators. Subsequent to selection, the Contractor shall recommend a more specific protocol for approval by VCTC with feedback from the paratransit providers for electronic communication with the providers. One possible approach would be for the Contractor to obtain a Trapeze license and obtain necessary computer hardware to allow entering to eligibility profiles directly into Trapeze. Unless another protocol is recommended by the Contractor and approved by VCTC, the Contractor shall obtain (if it does not have one already) a Trapeze license and the required hardware and shall enter eligibility profiles into Trapeze. Unless another alternative is provided, the Contractor, prior to October 1, 2015, shall enter all of the prior certification client profiles of currently valid ADA cards, as provided in the incumbent contractor's files, into the Trapeze database so that they can be electronically accessed by the operators.

Applicant profile reports will include the following information:

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

### Emergency Policies and Procedures

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

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

### **Task 3 Deliverables**

- 3-A. Transition plan
- 3-B. First level evaluation protocol
- 3-C. Certification interview script/worksheet
- 3-D. Functional Assessment protocol
- 3-E. Recommended alternative eligibility processes
- 3-F. List of Conditional Eligibility categories
- 3-G. Recertification procedure
- 3-H. Database protocol for providing certification data to paratransit operators
- 3-I. Entering of past currently-active rider profiles into the scheduling software system(s) used by the Ventura County transit operators.

### **4. ONGOING ADA ELIGIBILITY CERTIFICATION PROCESS**

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

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

#### Customer and ADA Application Telephone Support

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

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

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

- Requests to forward ADA certification documents to ADA providers.
- Information regarding ADA paratransit service. These customers should be referred to the local service provider.
- Callers requesting more general transportation information. These customers shall be given the phone number of VCTC.

- VCTC shall provide the Contractor with a list of phone numbers to provide to callers that should be referred to other agencies.

### Application Review

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

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

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

### In-Person Interview

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

Interviews will be scheduled a minimum of three (3) days in advance unless an earlier appointment is specifically requested and/or accepted by the applicant. The Contractor shall provide sufficient certification staff to ensure that unless there are exceptional conditions an interview can be scheduled within thirty (30) calendar days of the call. Applicant may request an interview date after the 30-day deadline. (The Contractor shall offer an interview at the location closest to the applicant's residence. Should the applicant request an earlier date than is available at the closest location, the Contractor shall offer earlier alternatives, if available, at more distant locations.) Contractor will coordinate transportation, if required, working directly with the appropriate ADA service providers. Contractor shall be responsible for notifying applicants of their transportation windows when coordinating ADA service to the interview.

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

- Assessment of standing balance, both static and dynamic;
- Ability to navigate independently;



- Ability to tell time
- Ability to communicate with others independently
- Recognize landmarks
- Remember directions to a location
- Ability to read a bus schedule; and
- Function without danger to self or others.

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

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

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

#### In-Person Functional Assessment Protocol

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

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

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

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

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

## Renewals

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

## Determination

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

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

## Customer Comments and Formal Appeals

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

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

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

Second Level: Formal hearing conducted by a Hearing Board

## Liquidated Damages

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

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

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

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

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

#### Changes to the Certification Process

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

#### **Task 4 Deliverables**

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

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

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

#### **6. CONTRACT TRANSITION**

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

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

#### **D. CONTRACT TERM**

The Contract shall be for a period from July 1, 2015 to June 30, 2018. There shall be two (2) optional one-year extensions, to June 30, 2020.

#### **E. PRICE**

This contract shall be a firm fixed price contract, with payment based on the number of months of contract performance. The Contractor shall propose a not-to-exceed price for the base contract period and two (2) one-year extensions, based on the scope of work described herein and assuming a volume of 700-850 eligibility determinations (inclusive of new applicants and renewals) per year being required. The base contract period not-to-exceed amount shall be further broken down into the following periods: July 1, 2015 – June 30, 2016; July 1, 2016 – June 30, 2017; and July 1, 2017 – June 30, 2018. The Contractor's proposal shall provide a table showing for each time period the amount by which the fee shall be reduced

should there be fewer than 700 determinations per year, and the amount the fee shall be increased should there be 851-950 determinations per year, and should there be 951-1,050 determinations per year. Increases or reductions beyond these ranges will be subject to contract price renegotiation. The price shall be inclusive of all associated costs including administrative printing, office lease and all other Contractor costs such as staff time, postage, and telephone expenses.

## **F. CONTRACTOR SELECTION SCHEDULE**

December 12, 2014:	Issue RFP
January 6, 2015:	Pre-Proposal Conference at VCTC office at 10:00 a.m. 950 County Square Drive #108, Ventura 93003
January 9, 2015	Deadline for Submittal of Questions
February 3, 2015:	Proposals due by 4:00 at VCTC office 950 County Square Drive #207, Ventura, CA 93003
Week of February 16:	VCTC interviews proposers; review/ranking of proposals
March 6, 2015:	VCTC Board approval of contract with selected proposer
May 1, 2015:	Contractor submit recommended policies and protocols including electronic transmittal of certification profiles
July 1, 2015:	New certification operations start

## **G. SUBMISSION OF QUESTIONS**

Any questions or clarifications regarding this RFP can be asked at the Pre-Proposal Conference, or can be submitted in writing to Peter De Haan, Programming Director, at [pdehaan@goventura.org](mailto:pdehaan@goventura.org) no later than January 9, 2015.

## **H. CONTRACTOR SELECTION PROCESS**

Five (7) paper copies and one (1) electronic copy of the proposal shall be submitted by 4:00 p.m. February 3, 2015, to:

Ventura County Transportation Commission  
Attention: Kara Elam  
950 County Square Drive, #207  
Ventura, CA 93003

Proposals will be reviewed by a selection committee of VCTC, local transit, and possibly social service agency staffs. Interviews will be arranged with some or all proposers at the VCTC office in Ventura during the week of February 16 – 20, 2015.

The proposals will be ranked in accordance with the criteria described in the Proposal Evaluation section of this RFP.

## **I. PROPOSAL INFORMATION AND CONTENT**

The proposal (excluding title page, resumes transmittal letter, forms, and certifications) shall not exceed a total of 45 single-sided 8.5".11" pages. Resumes shall be included in an appendix.

Proposals should be organized as follows:

1. Title Page – Indicate RFP subject, name of Proposer's firm, local address, telephone number, name of contact person, and date of proposal.

2. Transmittal Letter – 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 and titles of individuals authorized to make representations for the proposer. The letter should state that proposals are valid for a 90-day period.
3. Table of Contents – Include a clear identification of the material in the RFP by section and page number.
4. Project Understanding – Clearly convey that the Contractor understands the nature of the work, and issues related to conducting a Countywide ADA Certification program on behalf of several operators in Ventura County.
5. Qualifications of Firm – Provide a brief statement of similar projects performed. Provide a list of references for which similar work has been performed.
6. Qualifications of Staff - Provide a summary of the qualifications of the individuals who will be assigned to this contract, emphasizing how the qualifications apply to this work scope. It is expected that the contractor or contracting team interviewing and assessing applicants have at least one year working with people with physical and cognitive disabilities and evaluating their functional abilities. It is preferred, but not required, that the person conducting the interviews and assessments have experience in rehabilitation, nursing or are emergency medical technicians. Please emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Project staff resumes should be provided as an appendix to the RFP.
7. Staffing Plan – Provide a staffing plan (by month) and an estimate of the total hours (detailed by position) required for preparation of the project. Discuss the workload, both current and anticipated, for all key team members, and their capacity to perform the requested services for the Countywide ADA Certification Program according to your proposed schedule. Discuss the firm’s/team’s approach for completing the requested services for this project within budget.
8. Approach to Work – Describe in detail how the proposer will address the Scope of Work of this RFP, with particular emphasis in discussing the following issues of interest to VCTC and the responsible transit operators: (1) Discuss the potential for implementing a full functional assessment procedure, given the constraints of certification interviews occurring in different locations with no indoor testing center. (2) Providing ideas for encouraging referrals from the ADA certification process to the travel training program; (3) Suggest possible protocols for communication of certification information to the paratransit operators; (4) Based on experience using your proposed approach, discuss what VCTC can expect regarding rates of determination for unconditional or conditional eligibility and denials, and why. Compare your proposed method to other recognized methods for conducting ADA certification programs (e.g., in-person, telephone, online, etc.) and explain why the proposed method is best for Ventura County.
9. Cost Control – Provide information on how the firm/team will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.
10. References – For each key team member, provide at least three references (names and current phone numbers) from recent work (previous three years). In addition, please provide a list of all current contracts. Include a brief description of each project associated with the reference, and the role of the respective team members.
11. Budget – Indicate the number of anticipated hours by the Project Manager and key team members per year. The estimated level of hours for other staff can be summarized in general categories. Provide a cost-savings analysis that includes potential cost-savings as a result of the proposed ADA eligibility process. Provide a cost structure and price estimate as described in the “Price” section of this RFP.
12. Price Proposal – Include a fixed price proposal with a not-to-exceed price by year for the three base contract years and two optional one-year extensions. The price shall be based on completion of each month of the contract term. The price proposal shall include the information stipulated in the Section E “Price” section above.
13. Certification of Federal Compliance – This contract will be funded in part with money provided by the Federal Transit Administration; therefore the RFP must include all signed federal compliance certifications from this RFP in the Proposal to be considered responsive. The contract requirements in the appendix include FTA-required clauses for this Contract. Please note that

VCTC utilizes a 100% race-neutral DBE goal and therefore this contract has no DBE goal or target, although DBE participation is encouraged.

The forms and certifications provided in the appendices are a part of this RFP. The completed and signed forms and certifications shall be included as appendices to the proposal. This contract will utilize funds provided by the Federal Transit Administration (FTA) and therefore the federal requirements in Appendix F shall be incorporated into the contract.

VCTC utilizes a race-neutral Disadvantaged Business Enterprise (DBEs) program. Participation of certified DBEs and of small business is encouraged, but there is no contract goal.

**J. PROPOSAL EVALUATION**

Proposals will be evaluated using the following criteria and weighting:

Experience of Firm with Similar Projects	15%
Qualifications of Proposed Staff	15%
Availability of Proposed Staff	25%
Understanding of Work & Proposed Approach	20%
Firm and Project Manager Demonstrated Familiarity With Applicable Federal Requirements	10%
Cost	15%

## **APPENDICES: REQUIRED FORMS AND CONTRACT REQUIREMENTS**

- A: Proposal Cost Form
- B. Proposer Reference Form, Part I & II
- C. Workers Compensation Insurance Certificate
- D. List of Subcontractors (if applicable)
- E. VCTC Insurance Requirements
- F. FTA-Required Contract Language and Required Certifications
- G. Contract Protest Procedures

**APPENDIX A**

**PROPOSAL COST FORM**

**TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**DATE:**

In response to the Request for Proposals for \_\_\_\_\_, the proposer submits the costs for the project as detailed on the following page(s), including price per type of applicant processed and contract not-to-exceed price by fiscal year.

If awarded the Contract, the undersigned hereby agrees to all the terms and conditions contained in this RFP.

PROPOSER: \_\_\_\_\_

CONTACT: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ @ \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_



**APPENDIX B**

**PROPOSER REFERENCE FORM**

**Part I**

NAME \_\_\_\_\_

Proposer is a: (circle one)

Corporation    [ Partnership    [ Association    [ Sole proprietorship

Proposer's Address and Telephone Number;

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

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

1.

2.

3.

**APPENDIX B**

**PROPOSER REFERENCE FORM**

**Part II**

**Client List for ADA Certification Services or other Similar Transit-Related Work:**

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Period of Service: \_\_\_\_\_

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Period of Service: \_\_\_\_\_

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Period of Service: \_\_\_\_\_

**APPENDIX C**

**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

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

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

SIGNED: \_\_\_\_\_  
(Contractor)

DATE: \_\_\_\_\_

**APPENDIX D**

**LIST OF SUBCONTRACTORS  
(FILE IF APPLICABLE)**

Name of Subcontractor	Address/Phone	Items of Work
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## APPENDIX E

### VCTC CONTRACTOR INSURANCE REQUIREMENTS

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

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

**2. Commercial General and Automobile Liability Insurance.**

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

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

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

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

### **3. Professional Liability Insurance.**

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

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

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. VCTC shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under this Agreement.

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

### **4. All Policies Requirements.**

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

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

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

**4.4 Additional insured; primary insurance.** VCTC and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including VCTC's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services

pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers.

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

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

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

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

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

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

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

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

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

## APPENDIX F

### FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

#### 1. FEDERAL CHANGES

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

#### 2. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

#### 3. DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

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



## 1.1 Good Cause

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

## 4. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

### A. COMPLIANCE WITH REGULATIONS:

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

### B. NONDISCRIMINATION

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

### C. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this Contract:

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

2. **Age** – In accordance with section 4 of the Age discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
3. **Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “ Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Immigration and Naturalization Act of 1986** – In connection with the execution of this Contract, the Contractor must comply with all aspects of the federal Immigration and Naturalization Act of 1986.

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

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

**E. INFORMATION AND REPORTS:**

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

**F. SANCTIONS FOR NONCOMPLIANCE:**

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

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

**G. INCORPORATION OF PROVISIONS:**

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

Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **H. SUBCONTRACTS**

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

#### **5. ACCESS TO RECORDS AND REPORTS**

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

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

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

#### **6. TERMINATION**

**Termination for Convenience** - The VCTC, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**Termination for Default [Breach or Cause]** - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the VCTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

**Opportunity to Cure (General Provision)** - The VCTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to VCTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from VCTC setting forth the nature of said breach or default, VCTC shall have the right to

terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude VCTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

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

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

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

- 1. \_\_\_\_\_ ("subcontractor") certifies, by submission of its proposal to \_\_\_\_\_ ("Contractor"), that neither it nor its "principals" (as defined in 49 CFR 29.105(p)1 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracts by any Federal department or agency.
- 2. If subcontractor is unable to certify to the statements in the certification, subcontractor has attached a written explanation to its proposal to the Contractor.

**8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

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

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

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

## **9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

## **10. LOBBYING**

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

## **11. ENVIRONMENTAL REQUIREMENTS**

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

### **A. Clean Air**

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

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

### **B. Clean Water**

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

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

**C. Energy Conservation**

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

**D. Recycled Products**

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

**12. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

**13. BREACHES AND DISPUTE RESOLUTION PROCEDURE**

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

#### 14. FLY AMERICA

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

#### 15. CARGO PREFERENCE

The contractor agrees:

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

**Exhibit A**

Lobbying Certification

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

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

\_\_\_\_\_  
Signature & Title of Authorized Official

\_\_\_\_\_  
Date



**APPENDIX G**

**RESOLUTION 91-05**

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

**SECTION I:**

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

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

**SECTION II.**

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

**A. GENERAL.**

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

- (a) The information is designated proprietary by the person submitting the information to VCTC. If the person submitting material to VCTC considers that the material contains proprietary material which should be withheld, a statement advising of this fact shall be affixed to the front page of the material submitted and the alleged proprietary information must be specifically identified in the body of the materials wherever it appears.

**B. FILING A PROTEST**

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

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

1. Not more than ten (10) working days after receipt of a properly filed protest, the Executive Director, or a person authorized to act on his or her behalf, shall prepare and distribute to the protestor and to all persons specified in Section B.5, above:
  - (a) A written preliminary response to the protest. This response shall include a brief explanation of the reasons why the protested VCTC staff action is justified; and
  - (b) The time, date and place of the meeting described in Section C.2, below.
2. The Executive Director and/or appropriate VCTC staff shall meet with the protestor to discuss and attempt to resolve the protest within thirty (30) days of the response required by section C.1(a) above
3. After the meeting required by Section C.2, above the protestor shall within five (5) working days give the Executive Director written notice that either the protest is withdrawn or, alternately, that

the protestor requests further consideration of the protest. In the event that the protestor fails to file the notice required by this Section C.3 at the office of the Executive Director within five (5) working days after the meeting, the protest shall be deemed withdrawn.

**D. FURTHER INVESTIGATION**

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

**E. INTENDED DECISION: COMMENTS BY PROTESTOR AND OTHER PARTIES**

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

**F. VCTC CONSIDERATION**

1. At the hearing, VCTC staff and any person may present evidence relating to the protest. At the beginning of the hearing, the Chair of the VCTC may announce time limits on testimony and other procedural rules which, in the opinion of the Chair, are reasonable necessary to preclude repetitious or irrelevant testimony and afford all persons wishing to testify the opportunity to be heard.

2. In rendering its decision on the protest:

- (a) VCTC may adopted or amend the intended decision and findings of fact prepared by the Executive Director and Staff; or
- (b) Make findings and adopt a decision different from the findings and intended decision of the Executive Director; or
- (c) Elect to defer its decision and direct VCTC staff to:
  - (i) Further investigate the protest; or
  - (ii) Hire an impartial hearing officer to conduct a hearing and prepare a written recommended decision, including findings of fact, to be returned to VCTC for decision which shall be made pursuant to the procedures outlined in this Section F.



Item #10

December 5, 2014

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: PETER DE HAAN, DIRECTOR OF PROGRAMING**

**SUBJECT: LEGISLATIVE UPDATE – POSITION ON HOUSE RESOLUTION (HR) 5101  
(HAHN) – NATIONAL FREIGHT NETWORK TRUST FUND ACT OF 2014**

**RECOMMENDATION:**

- Adopt Support – Work with Author position on HR 5101.

**DISCUSSION:**

The current federal transportation authorization, Moving Ahead for Progress in the 21<sup>st</sup> Century, or MAP-21, provided a process to establish a National Freight Network, but did not provide a dedicated source of funds for goods movement projects. HR 5101, authorized by Congresswoman Janice Hahn (D-San Pedro) would provide such a funding source by directing that 5% of all import duties collected at Ports of Entry be spent on freight transportation.

Given the significance of goods movement through ports in Southern California and in Ventura County, VCTC has been working cooperatively with the Port of Hueneme and the Southern California transportation agencies to support a regional approach to Goods Movement project planning. The agencies have also supported the development of dedicated fund sources, such as the Proposition 1B Trade Corridor Infrastructure Account, to pay for freight infrastructure improvements. HR 5101 would provide such a dedicated funding source, through establishment of the National Freight Network Trust Fund supported by 5% of import duties, to provide \$1.9 billion per year nationwide.

It should be noted that the draft National Freight Network proposal released some months ago by the Federal Highway Administration included portions of the Route 101 Freeway in Ventura County. VCTC and the Southern California Association of Governments submitted comments supporting the inclusion of the surface roads accessing the Port of Hueneme.

HR 5101 would direct that the National Freight Network Trust Fund money be distributed at the discretion of the Secretary of Transportation for projects that improve the National Freight Network. From a Southern California regional perspective, it would be beneficial if there were a provision to provide for some level of “return to source” so that a portion of the funds must be spent in the regions where they are generated. Staff therefore recommends that VCTC work with other Southern California agencies to support inclusion of this proposal in the next surface transportation reauthorization bill, preferably with language to ensure that funding availability be proportional, in part, to where customs duties are collected.

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Item #11

December 5, 2014

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: AARON BONFILIO, PROGRAM MANAGER**  
**SUBJECT: HERITAGE VALLEY TRANSIT SERVICE IMPLEMENTATION**

**RECOMMENDATION:**

- Approve the Heritage Valley Policy Advisory Committee's recommendations for implementation of the new Heritage Valley Transit Service operational policies, including: the new service name, the Dial-a-ride scheduling policies and procedures, transit rider guidelines, passenger fares, fare media, fare policies, and the service levels and system routes.

**BACKGROUND:**

As part of the Countywide Transit Plan, the Commission approved the creation of a separate entity to provide community-level transit services in the Heritage Valley. The Commission then worked with the County of Ventura and the Cities of Santa Paula and Fillmore to develop the institutional arrangement which would ensure that these agencies would retain responsibility and local control over the community's transit service, while still affording the Commission a clearly defined role and authority. This institutional arrangement was codified by the Heritage Valley Transit Services (HVTS) Cooperative Agreement. A "Transit Committee," referred to as the Heritage Valley Policy Advisory Committee (HVPAC) was created. HVPAC membership is made up of representatives from each of the local agencies, as well as, the VCTC Executive Director as an ex-officio member. The HVPAC is responsible for recommending action to the Commission regarding the Heritage Valley transit service. Over the course of the fiscal year, the HVPAC met many times, sometime multiple times in a month, and reviewed and approved for recommendation to the Commission the attached set of items related to the implementation of the new service. Prior to the HVPAC the Heritage Valley Technical Advisory Committee (HVTAC) met and developed the policies that were subsequently reviewed and recommended by the HVPAC. Considerable deliberation and effort has been spent by the local jurisdictions in the development of these items.

Attached for the Commission's review and approval are the multiple items related to the implementation of the new Heritage Valley Transit Service. Staff recommends that the Commission approve implementation of the Heritage Valley Transit Service, including the recommended new service name, the Dial-a-ride scheduling policies and procedures, transit rider guidelines, passenger fares, fare media and fare policies, and the service levels and system routes.

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Item #12

December 5, 2014

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: AARON BONFILIO, PROGRAM MANAGER**

**SUBJECT: APPROVAL OF THE CONTRACT FOR THE HERITAGE VALLEY TRANSIT SERVICE**

**RECOMMENDATION:**

- Following concurrent recommendation by the Heritage Valley Policy Advisory Committee, approve the five-year Fixed Route, Dial-a-ride and ADA Paratransit services contract with MV Transportation Inc., for an amount not to exceed \$12,000,000.

**BACKGROUND:**

As part of the Countywide Transit Plan, the Commission approved the creation of a separate entity to provide community-level transit services in the Heritage Valley. The Commission then worked with the County of Ventura and the Cities of Santa Paula and Fillmore to develop the institutional arrangement which would ensure that these agencies would retain responsibility and local control over the community's transit service, while still affording the Commission a clearly defined role and authority. This institutional arrangement was codified by the Heritage Valley Transit Services (HVTS) Cooperative Agreement. A "Transit Committee," referred to as the Heritage Valley Policy Advisory Committee (HVPAC) was created. HVPAC membership is made up of representatives from each of the local agencies, as well as, the VCTC Executive Director as an ex-officio member. The HVPAC is responsible for recommending action to the Commission regarding the Heritage Valley transit service—including review of the final terms of the contract and any recommendation to VCTC to act on the contract.

Services were solicited through the issuance of a Request for Proposals in July 2014. Evaluation of proposals from three firms concluded September 2014. An evaluation panel reviewed all of the proposals and scored them. Based on the scoring, a recommendation to award the contract to MV Transportation Inc., was presented to the HVPAC. The HVPAC heard the recommendation and moved to amend the recommended action to request a last best-and-final offer from MV Transportation Inc., and the current operator, Fillmore Area Transit Corporation (FATCO). The HVPAC's amended recommendation was presented at the October 2014 Commission meeting. The Commission heard the HVPAC's amended recommendation and instead moved to award the contract to MV Transportation, as originally recommended by the Evaluation Panel. Pursuant with the Cooperative Agreement governing the service, a special joint-committee meeting of the VCTC Administrative Committee and the HVPAC was held on November 7, 2014, to resolve the differences between the actions through a meet-and-confer process. At the joint-committee meeting a vote was taken. The resulting action was to proceed with award of the contract to MV Transportation. Following conclusion of the meet-and-confer process, staff negotiated the final terms of the agreement with MV Transportation.

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The final terms of the contract will be presented to the HVPAC on November 26, 2014, and their recommendation will be brought to the Commission. The subject HVPAC staff report scheduled for review on November 26, 2014, including the final draft contract, is attached to this item.<sup>1</sup>

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<sup>1</sup> Should the HVPAC recommend action other than what is recommended by this item, an updated staff report with the HVPAC's recommendation will be brought before the Commission.



Item # 13

December 5, 2014

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: AARON BONFILIO, PROGRAM MANAGER**  
**SUBJECT: HERITAGE VALLEY TRANSIT SERVICE CONTRACT EXTENSION AND FISCAL YEAR 14/15 BUDGET AMENDMENT**

**RECOMMENDATION:**

- Approve a two-month contract extension with current VISTA Community/Dial-a-ride contractor, FATCO, to allow for implementation of contractor startup for the new Heritage Valley transit service (Valley Express);
- Approve the finding of need for a sole source contract for the provision of VISTA Community/Dial-a-ride transit service for a two-month extension; and,
- Amend the Heritage Valley Transit Service Budget by increasing the Local Contribution funding line item by \$183,000, from \$1,094,905 to \$1,277,905, and, increase the Contract Services expenditures line item, an equal amount, from \$1,696,400 to \$1,879,400, for a total Heritage Valley Transit Service Budget of \$3,921,800.

**BACKGROUND:**

At the June 2014 Commission meeting the FY14-15 VCTC budget was approved, including the budget task of Heritage Valley Transit Service. The initial Heritage Valley Transit Service budget was \$3,738,800. Of this amount, \$1,925,000 was set aside for bus purchases, funded by Proposition 1B grant monies. The projected total annual operating budget, including VCTC staff administration, was \$1,813,800. This reflected six months operation of the traditional dial-a-ride service, provided under the current dial-a-ride contract, and the implementation of a new transit service structure provided under a new long-term transit contract.

In September 2014, the proposals were reviewed and scored by the Evaluation Panel. Subsequently, the recommended action to the HVPAC was to award the contract to the highest scoring proposer, MV Transportation. In October 2014, the HVPAC considered the aforementioned recommendation and ultimately amended the recommendation. The HVPAC moved to recommend that the Commission request last best-and-final offers from proposers to operate the Heritage Valley transit service, rather than award to MV Transportation. When presented, the Commission did not approve the HVPAC's recommendation and instead moved to award the contract to MV Transportation as originally presented to the HVPAC.

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Pursuant with the Cooperative Agreement governing the service, in the event that the Commission does not approve a recommendation of the HVPAC, the Administrative Committee of the Commission and the HVPAC “must meet and confer in an effort to resolve differences in the recommended action.” Further, in the event that a member of the Administrative Committee is also a member of the HVPAC, the Commission must designate “a substitute to participate in the meet-and-confer process on behalf of VCTC.” At the time, VCTC Chairperson Ralph Fernandez was both the City of Santa Paula representative on the HVPAC and on the Administrative Committee. As a result a substitute Commissioner was chosen to sit on the Administrative Committee. This occurred at the next Commission meeting held November 7, 2014. Immediately following the Commission meeting, the two Committees held a special meeting to conduct the meet-and-confer process. At the conclusion of the special meeting, the two Committees voted to direct staff to finalize the contract with MV Transportation and to present the final contract to the HVPAC, which would be then carried to the Commission.

Because of the steps associated with the meet-and-confer process, implementation of the new service has been delayed, including the finalization of the contract with MV Transportation, and thus their startup has been postponed. In light of this, at the November 10, 2014, HVPAC meeting, the Committee moved to recommend to the VCTC that the Commission approve a contract extension with FATCO, the current operator, for a period of two months. To fund this extension, the HVPAC also approved for recommendation to the Commission, an amendment to the Heritage Valley Transit Service budget in an amount necessary to account for the excess costs associated with the additional two-months of dial-a-ride service under the current contract; increasing the funding contribution from each of the local agencies by \$61,000.

**RECOMMENDATION:**

To ensure uninterrupted continuation of services, the HVPAC recommends that the Commission approve the contract extension with the current operator, Fillmore Area Transit Corporation (FATCO) for a period of two months, as well as the corresponding finding of need for a sole source contract for the two-month extension period. Furthermore, the HVPAC recommends to the Commission approve the amendment to the Heritage Valley Transit Service budget, increasing the Local Contribution by \$183,000, from \$1,094,905 to \$1,277,905, and increasing the Contract Services line item by an equal amount, from \$1,696,400 to \$1,879,400, for a total Heritage Valley Transit Service Budget of \$3,921,800.

The Local Contribution is funded entirely by the Cities of Fillmore, Santa Paula, and the County of Ventura and split three ways evenly. The share of the additional funding cost is \$61,000 per agency.



Item #14

December 5, 2014

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: DARREN KETTLE, EXECUTIVE DIRECTOR**

**SUBJECT: VCTC OFFICE BUILDING PURCHASE**

**RECOMMENDATION:**

- Approve purchase agreement and associated documents with the City of Camarillo (“City”) for the acquisition of City-owned property located at 2220 Ventura Boulevard at a purchase price of \$1 and further considerations described below.
- Authorize Executive Director to execute all documents associated with the purchase.
- Approve amendment to the VCTC’s FY 2014/15 budget to add a new task of VCTC Office Building Purchase and Renovation project as presented in the attached draft budget task description (Attachment 1).

**BACKGROUND:**

In early 2013 the Commission discussed the possibility of relocating VCTC’s office and the Commission’s interest in acquiring a building. Later in the year, as part of the Executive Director’s annual performance review, the Commission supported a vision for VCTC’s future that would include the purchase of a building. Over the last several months, the Commission has been providing input toward negotiations with the City of Camarillo related to the possible acquisition of a City owned (formerly redevelopment agency owned) building located at 2220 Ventura Boulevard.

The building is located in the pedestrian oriented Old Town Camarillo and is a couple of blocks from the Camarillo Metrolink/Amtrak Station where VCTC’s VISTA 101 and VISTA CSUCI’s route make frequent stops. It is centrally located within the county and has easy access to Highway 101. The building sits on 1.1 acres and is 12,500 square feet which is more space than the 6,800 that VCTC currently occupies. The site has 60 parking spaces which will be available to VCTC, building employees, and visitors on a non-exclusive basis. The vision for the purchase of the building would allow for some expansion of VCTC and also make space available for VCTC’s regional transportation partners such as SCAG and other regional or countywide agencies. In its’ current state the building is in need of renovation but with a vision that would include architectural refinements and a LEED certified retrofit, the building is perfectly situated to serve as VCTC’s headquarters.

Given the current condition of the building VCTC retained a consultant to prepare a due-diligence study to determine feasibility and better inform the Commission decision-making related to purchasing and renovating the subject building. In summary, the study considered two alternatives with one option being a very “bare bones” get the building up to code and habitable estimated at approximately \$2 million for the shell/structure and \$1-1.2 million for tenant improvements. The second alternative was LEED

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reconstruction/retrofit cost which has a cost estimate of approximately \$4.3 million. These estimates were developed taking the high-end of construction costs and with some “value-engineering”, alternative project delivery strategies, and a defined budget of a \$3.5 million project cost estimate is a reasonable range.

Over the course of the last year and a half, VCTC staff has been in conceptual discussions with City of Camarillo staff about the VCTC’s interest in the site. In the last eight months, the Commission and the City Council, in their respective closed sessions, have provided guidance to the real property negotiators for both parties which has led to a tentative agreement. The primary deal points include:

1. The City will create two parcels from the existing single parcel. VCTC will acquire the parcel on which the building sits and the city will own the parking lot parcel. It is critical for the City to maintain use of the parking lot on weekends for the Saturday Farmer’s Market and also for occasional special events. The City will record a parking easement on the parking lot parcel title providing a non-exclusive parking easement for parking during weekday business hours to the building.
2. VCTC will purchase the building parcel from the city for \$1.
3. VCTC shall reimburse the City in amount not to exceed \$75,000 to fund half the cost to reconstruct the shared parking lot which will take place following VCTC’s renovation/reconstruction of the building.
4. The exterior improvements will be subject to design review by the City.
5. The transfer of the building parcel to VCTC will be recorded when the City issues building permits for the building renovation/reconstruction project.
6. If, within four years, VCTC has not received certificate of occupancy from the City, the building parcel may revert to City ownership.

The Camarillo City Manager and City Attorney and the VCTC Executive Director and General Counsel have worked collaboratively to develop the attached purchase agreement, parking parcel easement agreement, grant deed – power of termination, and lot split. The City of Camarillo City Council is scheduled to consider action on the agreements at their regular meeting of December 10, 2014.

**Budget Amendment**

The 2014/15 Fiscal Year Budget shall be amended to include an additional task of VCTC Office Building Project. The proposed task is attached (attachment 4) and will be funded from the Commission’s \$3.5 million State Transit Assistance set-aside that was established for the purpose acquiring new office space.

Staff anticipates presenting to the Commission for consideration at the January 9, 2015 Commission meeting a cooperative agreement with the County of Ventura, Public Works Agency, Engineering Service Division to provide Project Management and other professional services for the renovation/reconstruction project.

**Attachments**

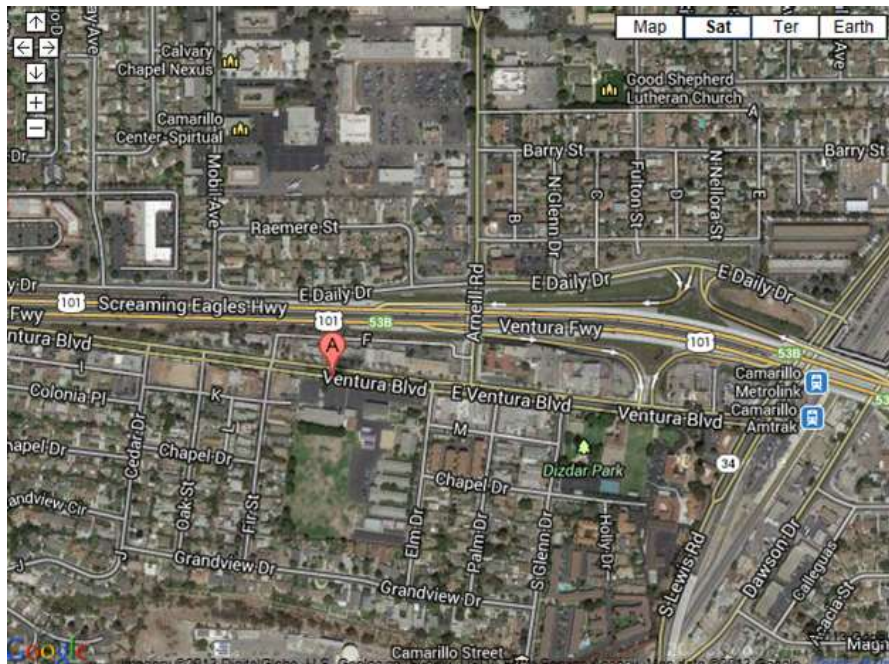
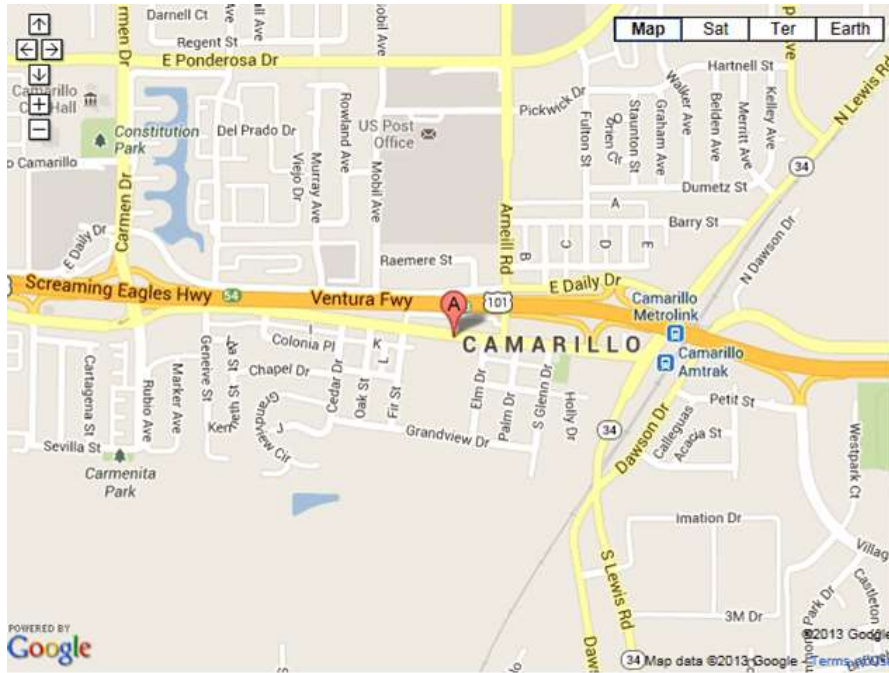
(1)VCTC Office Building Purchase and Renovation Project Task Budget Amendment

**To be distributed separately**

Purchase Agreement

Grant Deed – Power of Termination

Parking Parcel Easement Agreement







## **BUDGET TASK: VCTC OFFICE BUILDING PURCHASE AND RECONSTRUCTION**

**DIRECTOR:** Darren Kettle

**BUDGET MANAGER:** Darren Kettle

**OBJECTIVES:** Purchase and Renovate VCTC Office Building.

**ACCOMPLISHMENTS:** In early 2013 the Commission discussed the possibilities of relocating VCTC's office and the Commission's interest in acquiring a building. Since early 2014, the Commission has been in negotiations with the City of Camarillo related to the possible acquisition of a city owned (formerly redevelopment agency owned) building located at 2220 Ventura Boulevard. The Commission and the City have concluded negotiations and are in agreement that VCTC will purchase the building for \$1 and renovate the building for VCTC occupancy.

**DESCRIPTION:** The building is located in the pedestrian oriented Old Town Camarillo and is a couple of blocks from the Camarillo Metrolink/Amtrak Station where VCTC's VISTA 101 and VISTA CSUCI's route make frequent stops. It is centrally located within the county and has easy access to Highway 101. The building sits on 1.1 acres and is 12,500 square feet which is more space than the 6,800 that VCTC currently occupies. The site has 60 parking spaces which will be available to VCTC, building employees, and visitors. The building size will allow for some expansion of VCTC and also make space available for VCTC's regional transportation partners such as SCAG and other regional or countywide agencies. In its' current state the building requires renovation and with some architectural refinements and a LEED certified retrofit, the building is perfectly situated to serve as VCTC's headquarters.

Given the current condition of the building VCTC retained a consultant to prepare a due-diligence study to determine feasibility and better inform the Commission decision-making related to purchasing and renovating the subject building. In summary, the study considered two alternatives with one option being a very "bare bones" get the building up to code and habitable estimated at approximately \$2 million for the shell/structure and \$1-1.2 million for tenant improvements. The second alternative was LEED reconstruction/retrofit cost which has a cost estimate of approximately \$4.3 million. These estimates were developed taking the high-end of construction costs and with some "value-engineering", alternative project delivery strategies, and a defined budget of a \$3.5 million project cost estimate is a reasonable range.

VCTC does not have construction project project management experience on staff for a project of this magnitude necessitating so this task includes budget authority to fund project management services through a cooperative agreement with the County of Ventura. The Public Works Agency, Engineering Services Division is responsible for managing building projects for all County departments. Additionally, utilizing the services of the County VCTC may realize accelerated project delivery as the County has pre-qualified list of architects which will allow for retaining an architect 3-4 months sooner than if VCTC had to conduct its own procurement. Furthermore, the Engineering Services Division has in-house staff for construction management and construction inspection services which further simplifies the project management for VCTC. VCTC will have to separately contract for architectural services and material testing services.

The professional services costs including project management and architectural services included in this budget are estimated entire project costs so funding approved in this budget will be carried-over to future year budgets as necessary.

(continued)

**BUDGET TASK: VCTC OFFICE BUILDING PURCHASE AND RECONSTRUCTION**

**DIRECTOR:** Darren Kettle

**BUDGET MANAGER:** Darren Kettle

**WORK ELEMENTS:**

1. Acquire building located at 2220 Ventura Boulevard, Camarillo, California
2. Enter into Project Management Cooperative Agreement with the County of Ventura Public Works Agency, Engineering Services Division for the provision of Project Management Services.
3. Enter into Professional Services Agreement for hazardous materials assessment and remediation plan.
4. Enter Professional Services Agreement with Architect and manage redesign of existing building and develop construction drawings and bid package for renovation project.

**PRODUCT:**

**FUNDING:**

<b>Funding Source</b>	<b>Funding Dollars</b>
STA fund transfer	\$722,001
LTF fund transfer from Management and Administration	\$6,800
<b>Total Funding</b>	<b>\$728,801</b>

**EXPENDITURE COMPARISON:**

	<b>Fiscal Year 2012/2013 Actual</b>	<b>Fiscal Year 2013/2014 Budget</b>	<b>Fiscal Year 2014/2015 Budget</b>
Salaries	\$ 0	\$ 0	<b>\$3500</b>
Fringe and Tax Allocation	0	0	<b>1000</b>
Indirect Cost Allocation	0	0	<b>2300</b>
Project/Construction Mgmt Services	0	0	<b>400000</b>
Legal Services	0	0	<b>2000</b>
Architectural Consultant	0	0	<b>300000</b>
General Consultant Services	0	0	<b>20000</b>
Building Purchase	0	0	<b>1</b>
Construction Contract	0	0	<b>0</b>
<b>Total Expenditures</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$728,801</b>