

INTERAGENCY "WESTVIEW VILLAGE III ANNUAL TRANSIT PASS" AGREEMENT REGARDING USAGE AND FARE REIMBURSEMENT

THIS AGREEMENT DATED AS OF APRIL 23, 2024 ("EFFECTIVE DATE") IS BETWEEN THE VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC) AND THE COUNTY OF VENTURA (COUNTY) (collectively referred to herein as "Parties").

RECITALS

This Agreement is made and entered into with respect to the following facts:

WHEREAS, The Gold Coast Transit District, Heritage Valley Transit – made up of the Cities of Santa Paula, Fillmore and Ventura County under cooperative agreement - the cities of Simi Valley, Moorpark, Camarillo, and Ojai, together are collectively referred to as "COUNTY TRANSIT PROVIDERS"; and

WHEREAS, The COUNTY TRANSIT PROVIDERS and VCTC provide public transportation services operating to, within, or through Ventura County; and

WHEREAS, The COUNTY TRANSIT PROVIDERS and VCTC all provide fixed route bus and/or general public demand responsive transit services within, to or through Ventura County; and,

WHEREAS, The COUNTY TRANSIT PROVIDERS and VCTC utilize the regional contactless fare collection system, UMO, to facilitate the collection of fares; and,

WHEREAS, VCTC and the COUNTY TRANSIT PROVIDERS recognize that increased public transit use has a beneficial impact on the quality of life for the communities that are served; and

WHEREAS, VCTC, utilizing the UMO system, is implementing a special fare program on behalf of the San Buenaventura Housing Authority for the residents of the Westview Village III affordable housing development to ride all public fixed-route public transportation services in the Ventura County using a pre-paid annual pass named the "Westview Village III Annual Transit Pass"; and,

WHEREAS, The Parties desire to enter into this Agreement to facilitate fare prepayment and transfers between COUNTY TRANSIT PROVIDERS' systems and thereby provide greater convenience and mobility for public transportation users of the Westview Village III housing development; and

WHEREAS, VCTC is executing similar agreements with all members of the COUNTY TRANSIT PROVIDERS group individually.

NOW THEREFORE, in consideration of their mutual obligations set forth herein, the Parties agree as follows:

1. VCTC will design and produce a countywide bus transit "annual pass" (Countywide Pass) active for 365 days.
2. The Countywide Pass shall entitle the recipients of the Westview Village III Annual Transit Pass to travel an unlimited number of times on any public fixed-route transit service offered by any of the COUNTY TRANSIT PROVIDERS during the 365-day period indicated on the pass beginning on the first day of the State Fiscal Year.
3. VCTC will set the price of the Westview Village III Annual Transit Pass media.

4. VCTC shall notify COUNTY and all other participating members of the COUNTY TRANSIT PROVIDERS at least thirty (30) days prior to the Commission considering adoption of any fare changes that might affect the Countywide Pass program or some aspect of pass travel privileges.
5. VCTC will sell the Westview Village III Annual Transit Pass exclusively to the Ventura Housing Authority to be provided to the residents of Westview Village III for use on transit systems operating within Ventura County.
6. At its own expense, VCTC may conduct studies or surveys to verify the accuracy and reasonableness of any COUNTY TRANSIT PROVIDERS' Countywide Pass usage data on a transit system.
7. PASS SALES DISTRIBUTION
 - a. VCTC will return revenues from Westview Village III Annual Pass sales to the COUNTY TRANSIT PROVIDERS which carried passengers paying the transit fare with a valid Pass based on the percentage of all rides provided by the operator compared with the total number of rides provided by all participating operators for the same pass.
 - b. Pass revenues will be calculated annually and distributed the following year based on prior year utilization as identified above.
8. VCTC will calculate and make said payments to the COUNTY TRANSIT PROVIDERS 45 days after all Pass ridership records are collected by VCTC. The payments to COUNTY TRANSIT PROVIDERS will be made annually.
9. VCTC will report all operator usage and total revenue collected and distributed to the COUNTY TRANSIT PROVIDERS on an annual basis.
10. VCTC and The COUNTY TRANSIT PROVIDERS will evaluate the results of the Pass program after one full year of implementation to confirm appropriate pricing of the pass and propose changes to the Agreement if needed, including raising the price of the annual pass as necessary.
11. Each party shall notify the other and all other participating COUNTY TRANSIT PROVIDER in advance of implementing plans for changes in its operations and/or services which may affect any other participating party's operations and/or services.
12. To the fullest extent permitted by law, COUNTY agrees to indemnify and hold VCTC harmless from and against all losses, damages, actions and expenses (including attorneys' fees) on account of bodily injury to or death of any person or damage to or loss of use of property to the extent arising from operations of the COUNTY under the terms of this Agreement.
13. To the fullest extent permitted by law, VCTC agrees to indemnify and hold the COUNTY harmless from and against all losses, damages, actions and expenses (including

attorney's fees) on account of bodily injury to or death of any person or damage to or loss of use of property to the extent arising from operations of VCTC under the terms of this Agreement.

14. The term of this Agreement begins on the EFFECTIVE DATE and concludes at the end of 10 years from the EFFECTIVE DATE.
15. COUNTY may withdraw from this Agreement by providing written notice to all Parties with 90-days' notice.
16. Additional agencies will be added to this program only with the agreement of all participating agencies and will be executed through an individual contract and an amendment to this Agreement.
17. Notices hereunder shall be sent to the parties as follows:

TO (TRANSIT OPERATOR'S NAME):

Gold Coast Transit District
City of Simi Valley Transit
City of Thousand Oaks Transit
City of Camarillo Transit
City of Moorpark Transit
City of Ojai Transit
City of Santa Paula – Heritage Valley Transit
City of Fillmore – Heritage Valley Transit
County of Ventura - Heritage Valley Transit

TO VCTC:

Ventura County Transportation Commission

18. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and this Agreement, without limitation, may only be amended by mutual written consent of the parties.
19. This Agreement shall be binding upon each of the Parties hereto.
20. This Agreement shall be interpreted and construed according to the laws of the State of California, and venue shall lie in a court of competent jurisdiction in Ventura County, California.
21. If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

22. This Agreement constitutes the entire understanding between VCTC, and the COUNTY regarding the Westview Village III Annual Transit Pass. This Agreement supersedes all prior oral or written negotiations, representations or agreements including, without limitation, any existing joint pass agreement(s) between the Parties. This Agreement may not be amended, nor any provision or breach hereof waived, except in writing signed by the Parties which expressly refers to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective duly authorized officers.

**VENTURA COUNTY
TRANSPORTATION COMMISSION**



Martin Erickson, Executive Director

COUNTY OF VENTURA



Chair, Board of Supervisors
County of Ventura



APPROVED AS TO FORM:

County Counsel
County of Ventura