

## **FIRST AMENDED AND RESTATED COOPERATIVE AGREEMENT VALLEY EXPRESS TRANSIT SERVICE**

This First Amended and Restated Cooperative Agreement ("Agreement") is effective as of the 2nd day of March, 2023 ("Effective Date") by and between the City of Fillmore ("Fillmore"), a municipal corporation and general law city, the City of Santa Paula ("Santa Paula"), a municipal corporation and general law city, the County of Ventura ("County"), a subdivision of the state of California, and the Ventura County Transportation Commission ("VCTC"), a county transportation commission organized pursuant to Public Utilities Code § 130000, *et seq.*, each of which is a Party and collectively Parties. Fillmore, Santa Paula, and the County are collectively referred to herein from time to time as the "Agencies" or singularly as an "Agency."

### **RECITALS**

**WHEREAS**, on or about May 20, 2014, the Parties entered into a Cooperative Agreement pursuant to which VCTC agreed to administer transit service on behalf of the Agencies through a third-party contractor ("Cooperative Agreement"); and

**WHEREAS**, in furtherance of the Cooperative Agreement, after a competitive process, VCTC entered into a transit services agreement with MV Transportation, Inc. ("MV Transportation") to act as the Transit Operator which was to expire on March 1, 2023; and

**WHEREAS**, pursuant to Section 7 of the Cooperative Agreement, the Cooperative Agreement was to terminate upon the expiration of the prior transit services agreement with MV Transportation, on March 1, 2023; and

**WHEREAS**, VCTC issued a Request for Proposals ("RFP"), in coordination with the Agencies and in accordance with procedures set forth in Section 6 of the Cooperative Agreement, for a new Transit Operator on July 25, 2022 and pursuant to that RFP, again selected MV Transportation, and entered into a new contract with MV Transportation on the first day of January 2023, which expires on June 30, 2027, unless otherwise extended pursuant to three 1-year options to extend; and

**WHEREAS**, the Parties wish to continue cooperatively providing transit service administered by VCTC through a third-party contractor and desire to enter into this new Agreement to update the terms and conditions of the Parties' relationship to facilitate the continued provision of transit service as described herein; and

**WHEREAS**, capitalized terms in this Agreement shall have the same meanings ascribed to them in the Cooperative Agreement unless otherwise defined herein.

**NOW THEREFORE**, the Parties agree that the foregoing Recitals are true and correct and the Parties further agree as follows:

### **Section 1: Purpose**

The purpose of this Agreement is for the Agencies to continue cooperatively providing transit service within the service area outlined in Attachment A, attached hereto and incorporated herein, and for VCTC to continue administering such service.

## **Section 2: Name**

The name of the service provided pursuant to this Agreement is the Valley Express Transit Service (VETS). VCTC will oversee and cause the services and operation set forth in Attachment A (the "Services") to be performed by a third-party contractor ("Transit Operator").

## **Section 3: Heritage Valley Policy Advisory Committee (HVPAC)**

HVPAC will continue to be responsible for overseeing the operations of the VETS. Each Party will select one (1) person to act as a regular member of HVPAC ("Member"). VCTC's Member must be its Executive Director or his or her designee. Each Agency's Member must be a VCTC Commissioner and a member of that Agency's governing body. Each Party will also designate an alternate, who will serve as Member with full voting privileges in the absence of the regular Member. VCTC's alternate may be designated by its Executive Director. Santa Paula's and Fillmore's alternates must be their respective city managers. The County's alternate must be another Supervisor or its Public Works Agency Director. For all Agencies, if the primary and alternate Members are not available, the Agency's governing body must appoint a person to serve as Member. Except as otherwise provided in this Agreement, each Agency's Member will have one vote. VCTC's Member will have no vote. Except as otherwise provided, votes taken by the HVPAC will be advisory only; the Agencies are not bound by HVPAC decisions.

HVPAC is charged with reviewing the Services (as defined above); reviewing the Services budget; determining if any capital expenditures are required to support the Service; reviewing the transit services agreement; discussing methods of expanding or adjusting the Service to respond to the transit needs of the regions identified by the Parties; deciding other miscellaneous Service-related matters as determined by the Parties; and meeting as needed, but not less than once every quarter. The Parties understand and agree that the HVPAC must comply with all statutory and regulatory requirements of the Ralph M. Brown Act (Gov. Code, § 54950 et seq.).

A quorum consists of two voting representatives, and the HVPAC may take no action without a quorum. The Chairperson of HVPAC must be a Member from one of the Agencies and will rotate every two years amongst the three Agency Members.

HVPAC makes recommendations involving, without limitation, the following issues regarding the Service:

- Selection of the Transit Operator;
- Fare adjustments;
- Schedule revisions resulting in a change of more than 20% in daily service hours;
- Amendments or revisions to this Agreement;
- Annual budget; and
- Updates to the Services.

HVPAC must meet each year before April 1 to review and recommend to VCTC the Annual Budget and route plan for the following year, and each year before November 1 to receive the annual report and input from the HVTAC (as defined below) with respect to meeting targets for goals, objectives, and performance measurements. HVPAC sets policy for the Service to the maximum extent possible allowed by law or regulation. When formal action by the Agencies is required, HVPAC must make a recommendation to the Agencies. When formal action of VCTC is required, HVPAC must make a recommendation to VCTC.

In the event VCTC is required to take action as the public agency directly responsible for providing the Service and VCTC does not approve the recommendation of HVPAC, then HVPAC and the VCTC

Administrative Committee, consisting of the VCTC Chair, Vice-Chair, and Immediate Past Chair, must meet and confer in an effort to resolve differences in the recommended action. In the event that a member of the Administrative Committee is also a member of HVPAC, VCTC must designate a substitute member to participate in the meet-and-confer process on behalf of VCTC.

#### **Section 4: Heritage Valley Technical Advisory Committee (HVTAC)**

HVTAC consists of staff representatives from VCTC, the cities of Fillmore and Santa Paula, and the County. A member of the staff of the Transit Operator providing the Services must serve as ex-officio member of the HVTAC.

HVTAC advises VCTC on operational elements of the Service, including routes, schedules, and adjustments to the performance standards in the March 2013 Valley Express Transit Study Final Report (or any subsequent studies and/or reports), the annual budget, the annual report, and other service details, and make recommendations to the HVPAC. Minor modifications to Services plans, routes, and schedules are delegated to HVTAC.

#### **Section 5: Funding**

The Service is to be funded to the maximum extent practicable with federal transit funds, as approved by the VCTC and the Federal Transit Administration (FTA) with a local match as required by Federal Law. The required local match will be paid by the Agencies at least annually, not later than September 1, based on funding shares per jurisdiction as follows:

Agency	Funding
County	33.4%
Santa Paula	33.3%
Fillmore	33.3%
Total	100%

Future year local contribution shares must be recommended by HVTAC and set as part of the annual budget process by VCTC. In no event may an Agency be required to contribute funds in excess of its annual Transportation Development Act Local Transportation Funds apportionment.

#### **Section 6: Administration**

VCTC will act as the administrator of the VETS. The Agencies must reimburse VCTC for administrative services in the amount \$130,000 of local funds for FY 2023-2024, escalating 3% each fiscal year, shared equally in thirds by each Agency (\$43,333 per Agency for FY 2023-2024). Payment must be made to VCTC not later than September 1 to cover the costs of administration for the prior 12-month period. The responsibilities of VCTC with respect to the administration of these services are as follows:

- **Grant Funding:** As Designated Recipient and Grantee, prepare, submit, and obtain approval for federal transit funding.
- **National Transit Database Data Collection:** The FTA requires that transit operators collect and report on ridership, operating data and other system characteristics. VCTC will collect this data either by the Automated Passenger Counters (APC) component of the automatic vehicle location system, or by VCTC conducting ride checks on the buses in the FTA-prescribed manner. VCTC will collect and process the data and submit the information to FTA for review.

- **FTA Quarterly Reports:** VCTC, as the Designated Recipient, is responsible for submitting quarterly financial reports to FTA. VCTC must also prepare quarterly project status reports describing the activities which occurred during the preceding quarter, all financial transactions which occurred, including fare box and other revenue (donations, advertising if desired), all expenditures and the type of funds used, staff hours expended on activities, and projected activities for the following quarter.
- **Operating Costs:** VCTC will use fare revenues, including monthly pass receipts and any passenger contributions collected from specific establishments being served, to defray operating costs. Fare revenues will be compared to actual ridership counts on vehicles to assure accurate ridership assessment.
- **Payments to the Contractor:** VCTC is responsible for processing monthly payments to the Transit Operator. This involves reviewing the Transit Operator's bills for accuracy and electronic draw down of federal funds and payment to the Transit Operator.
- **Fare Box/Local Share/Pass Sales/Deposits/Reporting:** VCTC is responsible for collecting the local shares from the Agencies, collecting fare box revenues from the Transit Operator and depositing the funds into a revenue account.
- **Bus Schedules:** VCTC is responsible for coordinating schedules for fixed route transit services. Schedules must be updated as route and fare changes occur. Schedules may also be changed for special conditions, events and holidays.
- **Community Outreach/Public Awareness:** VCTC is responsible for providing ongoing public outreach for VETS with community agencies, organizations and schools to communicate the Service available. VCTC, in cooperation with the Agencies, will develop and produce promotional materials and media buys for print, radio, and TV, within adopted budgetary constraints.
- **Contractor Relations:** VCTC will maintain an awareness of the Transit Operator's staff, equipment, maintenance practices and safety training to assess the service and route. VCTC will monitor Transit Operator performance to ensure the requirements of the contract such as hours of service, days of operation, etc., are met. VCTC will obtain certificates of insurance. VCTC will inform the Transit Operator of special programs VETS offers. VCTC will handle all Transit Operator complaints and claims.
- **Customer Relations:** VCTC will respond to customer comments and complaints in a timely manner.
- **On-Board Survey(s):** Biennially, VCTC will conduct an on-board passenger survey in a manner approved by the Agencies. VCTC will conduct one additional on-board survey, if so requested by the Agencies.
- **Accounting:** VCTC will monitor and reconcile funds in the bank accounts and prepare monthly financial statements. VCTC will reconcile receipts from the Transit Operator and pass sales. VCTC will electronically draw down federal funds to combine with the correct local match to pay bills.
- **Audits:** VCTC will have the VETS service accounting records audited by an independent Certified Public Accountancy firm as part of the VCTC annual fiscal audit.

- **RFP/Contract Preparation:** For any future RFP for transit service, VCTC will, with assistance from HVTAC, prepare an RFP to solicit the Transit Operator and negotiate the contract. Any RFP committee established by VCTC for this purpose must include at least one Member of HVPAC. VCTC may not approve the contract unless and until 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.
- **Meetings of the HVPAC and HVTAC:** VCTC is responsible for preparing and distributing agendas and agenda items for meetings of HVPAC and HVTAC as needed.

## **Section 7: Term**

The term of this Agreement begins on the Effective Date after the adoption of the Agreement by all four Parties and concludes at the later of: (1) the end of the term or (2) any extension of the term of the contract VCTC enters into with a Transit Operator to provide the Services as specified in Attachment A. VCTC's contract with the existing Transit Operator is set to expire on June 30, 2027; the contract also includes three 1-year options to extend. This Agreement may be extended by the written, mutual consent of all Parties.

## **Section 8: Withdrawal**

Any Agency may withdraw from this Agreement by providing written notice to all Parties no later than January 1st before the beginning of the next fiscal year. Withdrawal will be effective on July 1st of the new fiscal year.

Any Agency that withdraws from this Agreement will remain liable for that Agency's share of both the funding under Section 5 of this Agreement, and the costs of administration under Section 6 of this Agreement (together, "Annual Cost Share"). Notwithstanding the foregoing, the Agency will not be liable for its Annual Cost Share beyond June 30, 2027.

Upon any Agency's withdrawal, HVPAC must revise all cost-sharing formulas in place at the time of the withdrawal to equitably reduce or reapportion the withdrawing Agency's contribution, net of any cost savings for reductions in activities, administration, or services, among the remaining Agencies.

This Agreement will automatically terminate upon the withdrawal of any two Agencies.

## **Section 9: Evaluation of Service**

VCTC must provide the Agencies with quarterly reports about operations, as shown on Attachment B (incorporated here).

## **Section 10: Indemnification/ Required Contract**

VCTC, as the Designated Recipient, must sign and monitor the contract for Services, after approval thereof by the Agencies.

Except as otherwise provided, each Party releases every other Party from all liability to itself, its officials, officers, employees, agents, and certified volunteers, for any claims, damage, or demands for personal injury, death, or property damage, arising from or related to this Agreement. It is expressly understood and agreed that the foregoing provisions of this Section will survive termination of this Agreement.

Each Party shall indemnify, protect, defend, and hold harmless each of the other Parties and their respective officers, employees, and agents, from all liability, claims, or damages arising out of, caused by, or resulting from, the indemnifying Party's negligence, recklessness, or willful misconduct in the performance of its obligations under this Agreement. It is expressly understood and agreed that the foregoing provisions of this Section will survive termination of this Agreement.

*Any contract for the Services must include all of the following requirements:*

- The Transit Operator must indemnify, protect, defend and hold harmless VCTC, its officers and employees from all liability, claims, or damages arising out of, caused by, or resulting from, the Transit Operator's performance of its obligations pursuant to this Agreement and such contract;*
- The Transit Operator must indemnify, protect, defend and hold harmless each of the Agencies, its officers, agents and employees from all liability, costs, damages or expenses, including attorney's fees, arising out of or incurred in connection with the performance of the Services;*
- The Transit Operator, at the Transit Operator's cost, expense, and risk, must defend any and all resulting actions, suits, or other legal proceedings brought or instituted against any or all of the Agencies arising out of the contract services;*
- The Transit Operator must pay and satisfy any resulting judgments;*
- The Transit Operator must provide to each of the Agencies insurance policies covering the Transit Operator's activities, including general liability and automobile liability with policy limits of not less than \$2 million combined single limit for general coverage and \$10 million combined single limit for automobile liability coverage.*
- The Transit Operator must maintain worker's compensation insurance with limits as required by the State of California.*
- Contractor's insurance must be with an insurer admitted by the State of California and rated :B+VII or better in Best's Insurance Guide.*
- Each of Transit Operator's policies must be endorsed to include VCTC and each of the Agencies as additional insureds and must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.*
- Prior to commencement of the Services, upon request, VCTC may obtain endorsements from the Transit Operator naming VCTC and each Agency as an additional insured.*

#### **Section 11: Beneficiaries of Agreement**

This Agreement is for the sole benefit of the Parties, and no individual, organization, group, firm, or other entity may have any claim for benefits under this Agreement.

#### **Section 12: Changes to Agreement**

Any changes to this Agreement must be approved in writing by each Party's governing board or that governing board's designee.

#### **Section 13: Counterparts**

This Agreement may be executed in one or more counterparts, each of which is deemed an original and will become effective and binding upon the Parties at such time as all the Parties have signed a counterpart of this Agreement. All counterparts so executed will constitute one Agreement binding all the Parties.

#### **Section 14: Notices or Notification**

Any notice required to be given in writing under this Agreement, or other notifications, must be given to the parties at the following addresses:

##### **FILLMORE**

City Manager  
City of Fillmore  
250 Central Ave  
Fillmore CA 93015

##### **SANTA PAULA**

City Manager  
City of Santa Paula  
970 Ventura Street  
P.O. Box 569  
Santa Paula CA 93060

##### **COUNTY OF VENTURA**

Deputy Director of Public Works  
Transportation Department  
County of Ventura  
800 S. Victoria Avenue  
Ventura, CA 93009-1620

##### **VENTURA COUNTY TRANSPORTATION COMMISSION**

Executive Director  
Ventura County Transportation Commission  
751 East Daily Drive  
Camarillo, CA 93010

#### **Section 15: Miscellaneous Provisions**

**Employees.** For purposes of this Agreement, all persons employed in the performance of services and functions for each Party are solely that Party's employees; such persons are not entitled to any other Party's pension, civil service, or other status.

**Entire Agreement.** This Agreement represents the entire understanding of the Parties with respect to the subject matter herein, and all prior written and oral agreements regarding the subject matter herein are superseded by this Agreement.

**Assignment.** No Party may assign this Agreement or any interest herein. Any such attempted assignment will be void.

**Governing Law.** This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Ventura County.

**Partial Invalidity.** Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions will remain in effect, unimpaired by the holding.

**Construction.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against any Party.

**Authority/Modification.** Each Party represents and warrants that it has taken all necessary action to authorize the undersigned to execute this Agreement on behalf of that Party and to engage in the actions described herein.

In witness whereof, the parties hereto have executed this Agreement on the dates stated below.



**CITY OF FILLMORE**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Date \_\_\_\_\_ City Attorney \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

**CITY OF SANTA PAULA**

**APPROVED AS TO FORM**

By \_\_\_\_\_  
Date \_\_\_\_\_ City Attorney \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

**COUNTY OF VENTURA**

**APPROVED AS TO FORM**

By \_\_\_\_\_  
Date \_\_\_\_\_ County Counsel \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

**VENTURA COUNTY  
TRANSPORTATION COMMISSION**

**APPROVED AS TO FORM**

By \_\_\_\_\_  
Date \_\_\_\_\_ Counsel \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

## **Attachment A**

### **ROUTE AND SERVICE DESCRIPTION**

The following is a general description of the Valley Express Transit Services city fixed route and area Dial-A-Ride Systems, and may be revised and/or adjusted during the fiscal year by agreement of the Agencies.

#### **Fillmore, Santa Paula, and Unincorporated Valley Express Dial-A Ride services**

General public dial-a-ride (DAR) service will be provided to the areas of the cities of Fillmore and Santa Paula and the unincorporated communities of Piru, Bardsdale, Rancho Sespe, and other unincorporated areas surrounding the cities.

##### Service times and intervals:

Weekdays, 5:45 AM to 7:45 PM, Saturdays & Sundays, 8:00 AM to 6:00 PM

Trip reservations can be made up to one week in advance and service is expected to occur within one hour of a call for service.

##### Service Boundaries

The general service boundaries for the DAR service, which may be adjusted from time to time, are as follows:

Fillmore DAR service: Fillmore city limits, Old Telegraph Road/Grand Avenue on the west, Grand Avenue/Bridge Street on the north; the communities of Piru and Rancho Sespe Housing Development to the east and the community of Bardsdale on the south.

Santa Paula DAR service: Santa Paula City limits and adjacent unincorporated areas including the Mupu and Briggs Schools to the west.

##### Existing Fares:

Regular Fares: \$2.00

Seniors, disabled, Medicare card holders: \$2.00

Passes: Daily ride and monthly passes will also be made available at a reduced proportional rate.

Fares include one transfer to regular fixed route service or VCTC Intercity 126 regional service.

##### Proposed Fares Following Implementation of Fixed Route Transit

Fares for the DAR service may be raised so people will be encouraged to ride the fixed route service: (Note: As proposed in the Valley Express Transit Study). In such a case, all Dial-A-Ride fares will be set at \$2.50.

#### **Fixed Route Transit Service**

##### Existing Fares:

Fares for the fixed route will be set lower than DAR service so people will be encouraged to ride the fixed route service: (Note: As proposed in the Valley Express Transit Study)

Regular Fares: \$1.25

Seniors, disabled, Medicare card holders: \$.60

Dial-A-Ride and ADA fare: General public \$2.00; ADA and Seniors (65 and older) \$2.00)

Phase-in of the increased fares from existing fares, or a specified term promotional discount will be evaluated and recommended by the HVPAC with input from the HVTAC.

Passes: Daily ride and monthly passes will also be made available at a reduced proportional rate.

Fares include one transfer VCTC Intercity 126 regional service.

### **Fillmore Fixed Route**

The Fillmore route will consist of a single vehicle on a 30-minute headway on a loop through Fillmore. Timed-transfers with VCTC Intercity 126 service will occur at the Fillmore Senior Center. The general service boundaries will be south on Santa Clara, west to “D” and “C” Streets, north to 4<sup>th</sup> and 5<sup>th</sup> street and east to Mountain View. Service will also include the High School and Middle School.

Comparable ADA service to the fixed route will also be provided.

With Congestion Mitigation Air Quality (CMAQ) funds secured by VCTC on behalf of VETS, service between Fillmore and Moorpark will be implemented in 2024. As a result, the Fillmore route may be modified in conjunction with this service.

Service hours will be Monday through Friday, 6:00 AM to 7:30 PM and on Saturday and Sunday from 7:00 AM to 6:00 PM.

### **Santa Paula Fixed Route**

A fixed route bus service will be initiated in Santa Paula. The Santa Paula route will consist of two vehicles running on 30-minute headways on a loop through Santa Paula. Service to Briggs Rd. (Elementary School) will be provided during morning and afternoon peaks (adjusted to account for early release times). On call service will also be available to the hospital. Timed transfers with the VCTC Intercity 126 service will occur at the Santa Paula Transportation Center at City Hall. The general service boundaries will be south on Harvard Blvd, west at Peck Rd., north on Santa Paula Street, and, east on State Route 150 and North 12<sup>th</sup> Street.

Comparable ADA service to the fixed route will also be provided.

Long-term expansion will consider adding the area commercial and residential areas south of Highway 126 and the East Area 1 & 2 commercial and residential Gateway development.

Service hours will be Monday through Friday, 6:00 AM to 8:00 PM and on Saturday and Sunday from 8:00 AM to 5:30 PM.

### **Piru Fixed Route**

Fixed route transit service to Piru will be provided along Highway 126 between Fillmore and Piru including a stop at Rancho Sespe. Service will run on an hour frequency.

Service hours will be Monday through Friday, 6:00 AM to 8:00 PM and on Saturday and Sunday from 8:00 AM to 5:40 PM.

Comparable ADA service to the fixed route will also be provided.

## **Attachment B**

### **PERFORMANCE REPORTING**

On a quarterly basis, VCTC will calculate and provide operating statistics and performance indicators for Weekday service, Weekend service, and for All Periods combined, for monthly, quarterly, and total year-to-date periods, to include:

- Fare box Revenues
- Fare box Recovery Ratio\*
- Contractor Operating Costs
- Administration Costs
- Total Adjusted Operating Costs
- Total Ridership
- Total Operating Cost per Passenger
- Vehicle Service Hours
- Total Operating Cost per Vehicle Service Hour
- Passengers per Vehicle Service Hour
- Total Hours
- Vehicle Service Miles
- Passengers per Vehicle Service Mile
- Total Miles

\* Fare box Recovery Ratios shown will be the adjusted ratio so that all transit systems may be compared equally. For all VCTC Transit contract services, this means that operating costs equal the sum of operating and maintenance costs contained in each contract, or, conversely, contract costs minus all capital costs.