

RECEIVED

JUN 30 2017

Ventura LAFCo

94-54 SCAT

CITY OF
VENTURA

CITY CLERK'S OFFICE
P.O. Box 99
501 Poli Street #204
Ventura, CA 93002

JPA
94-54

SOUTH COAST AREA TRANSIT

COUNCIL APPROVAL 94-54

DATE: 12/20/94 AGENDA # E-8(2)

"SCAT"

*Duplicate
original*

This Joint Powers Agreement ("Agreement") is made this 2nd day of November, 1994, between the City of Port Hueneme, the City of Ojai, the City of Oxnard, the City of San Buenaventura, and the County of Ventura (the "member agencies"). Each of the cities is a municipal corporation of the State of California, and the County of Ventura is a political subdivision of the State of California. This Agreement supersedes and replaces the Joint Powers Agreement dated July 17, 1973 as amended August 4, 1973, January 16, 1975, March 12, 1975, October 27, 1977, January 16, 1980, and July 1, 1994.

Savings Provision: The intent of this Agreement is simply to rewrite and consolidate editorially the initial Joint Powers Agreement and its Amendments between the agencies (parties). The existing Joint Powers Agency, known as South Coast Area Transit (SCAT), shall continue in existence with full powers, purposes, rights, benefits and authority. SCAT shall remain obligated under all its present contracts, agreements, commitments, and liabilities, and none of these obligations shall terminate, lapse, or be modified, as a result of the execution or operation of this Agreement. No officer or employee of SCAT shall suffer any lapse in office or benefits as a result of the execution and operation of this Agreement.

Purpose of Agreement: Each member agency has the power to own, maintain and operate a public transportation system within its respective jurisdiction. Under authorization of the provisions of Title 1, Division 7, Chapter 5, as amended, of the Government Code of the State of California, the member agencies desire by a joint exercise of their common power to create and constitute a public transportation entity, separate and distinct from each member agency, to own, operate and administer a public transportation system to be governed by a Board of Directors composed of 5 members. The entity will provide a standardized system of fares, a universal system of transfers and expanded transit services and facilities for the benefit of the citizens of the member agencies.

The member agencies hereto agree as follows:

1. SOUTH COAST AREA TRANSIT - CREATION - BOARD OF DIRECTORS - ALTERNATES - VOTING.

- a. By execution of this Agreement by all the member agencies, South Coast Area Transit (SCAT) is constituted as a separate and distinct public entity governed by a Board of Directors ("Board"), composed of five (5) members. One Board member shall be appointed by the governing body of each member agency. Each Board member shall serve at the pleasure of his or her appointing authority for a term of four (4) years, except that Board members appointed pursuant to the Agreement superseded by this Agreement shall continue to serve the remainder of their previously appointed term as if appointed hereunder. Each Board member shall at all times during his or her term be a member of the governing body of the member agency which appointed him or her.
- b. The governing body of each member agency shall also appoint an alternate Board member, who shall serve on the Board during the absence or

disability of the member agency's regular Board member. The alternate member shall meet the same qualifications and shall serve upon the same conditions and for the same term as the regular Board member. Whenever he or she serves on the Board, the alternate member shall have all the powers of a regular Board member.

- c. All actions of the Board shall be by majority vote; provided that the vote of each Board member shall be weighted and shall be given the value and effect equal to the proportion that the annual monetary contributions of the member agency bears to the total annual contribution of all the member agencies. The weighted vote of any single Board member shall not, of itself, be given the value or effect of a majority vote. A weighted vote may not be split by any Board member. The annual monetary contributions used to compute the weighted vote values of the Board members shall be the annual contribution estimates set forth in the adopted budget for the then current fiscal year, as certified to by the Finance Manager of SCAT.

2. **BOARD ORGANIZATION - MEETINGS** - The Board shall annually elect a Chairperson and a Vice Chairperson whose term shall be from July 1 through June 30 of the succeeding fiscal year. The election shall be held no later than the regular June meeting of the Board. The Board shall adopt rules of procedure and shall establish a time and place for regular Board meetings, which shall be held not less than once a month.

3. **POWERS AND DUTIES.** - SCAT shall have the common power of the member agencies to own, operate and maintain a public transit system; and, in the exercise of the power under this Agreement, SCAT is authorized in its own name to:

- a. Sue and be sued;
- b. Employ agents and employees and contract for professional services;
- c. Make and enter contracts;
- d. Acquire, convey, construct, manage, maintain and operate buildings and improvements;
- e. Acquire and convey real and personal property;
- f. Incur debts, obligations and liabilities; provided, however, the debts, obligations and liabilities incurred by SCAT shall not be, nor shall they be deemed to be, debts, obligations or liabilities of any member agency;
- g. Invest money in the treasury that is not needed for immediate necessities, as the Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the Government Code;
- h. File notice of Joint Exercise of Powers with the Secretary of State within the time prescribed by statute; and
- i. Do all other acts reasonable and necessary to carry out the purpose of this Agreement.

4. **SPECIFIC FUNCTIONS.** - In the performance of its functions SCAT shall:

- a. Keep and maintain records and books of accounts in accordance with the

Uniform System of Accounts and Records adopted by the State Controller pursuant to Section 99243 of the Public Utilities Code.

- b. Provide for and submit to an annual independent audit of its total operations; a copy of each audit report shall be filed with the Finance Officer of each of the member agencies not later than 90 days following the close of each fiscal year; and
- c. Consider and, following a public hearing thereon, adopt an annual operating and capital expenditure budget and a 5 year capital expenditure program which comport with the adopted requirements of the Ventura County Transportation Commission. Copies of the proposed annual budget and the capital expenditure program shall be submitted to the governing bodies of the member agencies for review and comment at least 30 days prior to the date scheduled for public hearing and final adoption.
- d. Provide for insurance coverage of operations and assets;
- e. Provide for SCAT employees retirement benefits under the program administered by the Public Employees' Retirement System.

5. FINANCING. -

- a. Fiscal Year. The SCAT fiscal year shall be July 1 through June 30.
- b. Assets. All assets accumulated by SCAT under the preceding Agreement superseded by this Agreement shall remain the property of SCAT and be used to carry out the purposes of this Agreement.
- c. Annual Financial Support. At the time of preparing SCAT's annual proposed operating budget and proposed capital expenditure budget, the Board shall determine the amount of financial support required by SCAT for the fiscal year. The support required for the annual operating budget shall be equitably apportioned among the member agencies on the basis of the estimated costs of transportation service mileage planned to be provided within each member agency's territorial jurisdiction after making maximum use of operating assistance made available from other sources such as the Federal Transit Administration. The support required for the capital expenditure budget shall be equitably apportioned among the member agencies by the Board after consideration of:
 - (1.) Funds available from federal grants and other sources;
 - (2.) Transportation service mileage requirements for capital expenditure for replacement and general system uses; and
 - (3.) Special capital costs required for equipment and facilities to provide additional or increased services within any member agency's territorial jurisdiction.
- d. Following the adoption of SCAT's budgets, the Board shall inform the governing body of each member agency of the Board's determination of financial support required for the fiscal year and the computation of each

member agency's proportional share. The governing body of each member agency shall thereafter assign by resolution the portion of its Local Transportation Fund allocation required to finance its share of the annual operating budget and capital expenditure budget. The assignment of Local Transportation Fund allocation shall be made in accordance with the claim procedures established by the Regional Transportation Planning Agency (Ventura County Transportation Commission) and the regulations promulgated by the State Department of Transportation.

6. **COMPLIANCE WITH FEDERAL STANDARDS.** In the performance of its functions, SCAT shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and all requirements imposed by the Federal Transit Administration. SCAT's function shall be performed in accordance with Title VI of that act to the end that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under SCAT operations.

7. **PROVISION OF TRANSIT SERVICE.**

- a. SCAT shall exercise the common power of the member agencies by providing and maintaining a public transportation service serving and connecting the territories of the member agencies. Within SCAT's capabilities, as determined by the Board, service may also be provided to points outside the territories of the member agencies, with the prior approval of the entity having jurisdiction of the territory to be served. Within SCAT's capabilities, expanded transportation services, routes and facilities may also be provided. SCAT shall provide a standardized system of fares and a uniform system of transfers; provided, however, changes in fares and changes in routes shall be made only following a public hearing on the proposed change, with detailed notice to the governing bodies of the member agencies and the public at least 30 days prior to the proposed public hearing.
- b. Provided, however, that implementation of minor changes in routes and times, amounting to no more than a 20 per cent modification of the route or the time on said route, may be made without notice and hearing by the Board. Such minor changes may also be implemented by the General Manager, without notice and hearing, under guidelines established by the Board. Provided, further, that in both cases, SCAT has the equipment to make the minor changes in services without reduction of its existing services elsewhere and the changes do not result in additional costs to SCAT or the member agencies.
- c. In the performance of its function SCAT shall seek out and make maximum use of all available programs of assistance and shall establish and maintain close liaison with federal, state and regional agencies.

8. **EMPLOYEES.** SCAT shall employ such employees and agents as the Board may deem necessary to carry out its powers and duties under this Agreement, including but not

limited to a General Manager and a Finance Manager.

- a. The General Manager shall be selected by, and shall serve at the pleasure of and upon the terms prescribed by, the Board. The General Manager shall be responsible for carrying out the policy and directives of the Board. In addition to performing the duties and carrying out other responsibilities in furtherance of the purpose of this agreement as he or she may be assigned by the Board, the General Manager shall be the Secretary of the Board, and shall also be responsible for:
 - (1.) The preparation and submission to the Board of the annual operating and capital expenditure budgets required under paragraph 4 of this Agreement;
 - (2.) The appointment, assignment, direction, supervision and, subject to the personnel rules adopted by the Board, the discipline or removal of SCAT employees;
 - (3.) Advising the Board concerning all matters relating to the operation of SCAT and the various programs of work, promotion and expansion undertaken by the Board;
 - (4.) Providing periodic financial reports covering SCAT and its operations in the manner and at the times determined by the Board; and
 - (5.) Approving for payment, under the procedure adopted by the Board, all valid demands against SCAT.
- b. The Finance Manager shall be appointed by the General Manager of SCAT and shall serve at his or her pleasure. The Finance Manager shall discharge the following duties and shall perform such other duties as he or she may be directed to do by the General Manager:
 - (1.) Receive all money due SCAT and deposit it in an appropriate account to the credit of SCAT.
 - (2.) Be responsible upon his or her official bond for the safekeeping and disbursement of all SCAT money.
 - (3.) Pay, when due, all sums payable on outstanding SCAT bonds and coupons.
 - (4.) Pay any other sums due from SCAT.
 - (5.) Verify and report in writing to the Board and to the governing bodies of the member agencies, within 15 days following the first

day of each calendar quarter, the amount of money in SCAT's accounts, the amount of SCAT receipts, and the amount paid out on SCAT's behalf during the preceding calendar quarter.

- (6.) Draw warrants to pay demands against SCAT when the demands have been approved by the General Manager.
- (7.) Keep and maintain records and books of accounts in accordance with the Uniform System of Accounts and Records adopted by the State Controller pursuant to Section 99243 of the Public Utilities Code. The books of accounts shall include records of assets, liabilities and of contributions made by each member agency.
- (8.) Prepare and submit all reports required pursuant to the Transportation Development Act and the regulations promulgated by the State Department of Transportation.

9. **BOND REQUIREMENTS.** The General Manager, and every officer or person under the direction of the General Manager who handles, has access to, or has charge of any property of SCAT, shall provide and file with the Secretary of the Board of SCAT, an official fidelity bond assuring to SCAT that person's performance. The Board shall determine and establish the penal sum of each official bond. Premiums charged for each bond required shall be paid by SCAT.

10. **MEMBER AGENCIES' LIABILITY.** The member agencies, whether individually or collectively, do not assume, nor shall they be deemed to assume, liability for:

- a. Any act of SCAT or for any act of SCAT's agents or employees;
- b. The payment of wages, benefits or other compensation to officers, agents or employees of SCAT; or
- c. The payment of worker's compensation or indemnity to agents or employees of SCAT for injury or illness arising out of performance of this Agreement.

11. **ASSIGNABILITY.** With the unanimous approval of, and upon the terms agreed upon by, the governing bodies of all member agencies, all or any of the rights and property subject to this Agreement may be assigned to facilitate, under the direction of another, the purpose of this Agreement. Provided, however, no right or property of SCAT shall be assigned without compliance with all conditions imposed by any state or federal entity from whom SCAT has procured financial assistance.

12. **TERM-TERMINATION-WITHDRAWAL OF PARTY.**

- a. This Agreement shall become effective on the day and date first above written and shall continue in force without specific term. This Agreement may be terminated as of the first day of July of any year, following 6 months notice to the other parties, by resolution of intent to terminate the Agreement adopted by the governing bodies of two (2) of the member agencies.

- b. A member agency may withdraw from this Agreement as of the first day of July of any year, following 6 months notice to the other member agencies, by resolution of intent to withdraw adopted by the governing body of the member agency. Provided, however, SCAT assets represented by the accumulated capital contribution account of the withdrawing member agency, if any, shall remain subject to SCAT dominion, depreciation and use without compensation until termination of this Agreement and the distribution of SCAT assets to all member agencies in winding up.

13. WINDING UP.

- a. If this Agreement is terminated, all property and equipment owned by SCAT shall be distributed to the member agencies. Distribution to each member agency shall be made in the same proportion as that reflected in the member agencies' accumulated capital contribution accounts as shown in the Finance Manager's books of account. If the member agencies cannot agree as to the valuation of property or to the manner of its distribution, the distribution or valuation shall be made by three arbitrators appointed as set out hereafter.
- b. One arbitrator each shall be appointed by the governing bodies of Oxnard and Ventura and one arbitrator shall be selected and appointed jointly by the governing bodies of Port Hueneme, Ojai, and the County of Ventura. The arbitration shall be binding and shall be conducted under Code of Civil Procedure (CCP) sections 1280-1294.2. Hearings shall be held in Ventura County, California. All notices, including notices under CCP section 1290.4 shall be given to the governing body of each member agency.
- c. This Agreement shall not terminate until all property has been distributed in accordance with this provision; and the winding up and property distribution hereunder shall be effected in the manner calculated to cause the least disruption of existing public transportation service.
- d. In the event a member agency withdraws, this provision shall be amended as necessary to insure that three arbitrators can be selected.

In Witness whereof, the member agencies have caused the execution of this Agreement to be effective on the day and year first above written.

ATTEST: CITY CLERK

CITY OF PORT HUENEME

Clayton P. Morse / Deputy

Loni Young

2-1-95

Date

ATTEST: CITY CLERK

Cyndi Reynolds

CITY OF OJAI

Joe Smith 1-10-95
Date

ATTEST: CITY CLERK

Linda Lawrence
Linda Lawrence
Assistant City Clerk

CITY OF OXNARD

Dr. Manuel M. Lopez 12/20/94
Dr. Manuel M. Lopez, Mayor Date

ATTEST: CITY CLERK

Richard Thomas

CITY OF SAN BUENAVENTURA

Richard Thomas 1-24-95
Date

ATTEST: RICHARD D. DEAN,
County Clerk, County of Ventura,
State of California, and ex-officio
Clerk of the Board of Supervisors
thereof.



By Roberto Rodriguez
Deputy County Clerk

COUNTY OF VENTURA

Vicky Howard
Date
NOV 15 1994

APPROVED AS TO FORM:

J.B. Fisher
City Attorney

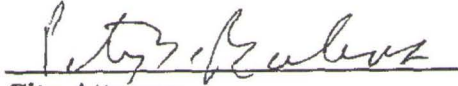
PORT HUENEME

Monte L. Wilders
City Attorney

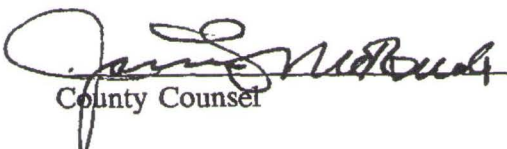
OJAI

Gary Lillis 12-20-94
City Attorney

OXNARD


City Attorney

SAN BUENAVENTURA


County Counsel

COUNTY OF VENTURA

RECEIVED
JUN 30 2017

Ventura LAFCo

98-15 SCAT
JPA AMENDMENT
CHANGE TO FUND ADA SERVICE

CITY OF
VENTURA
CITY CLERK'S OFFICE
P.O. Box 99
501 Poli Street #204
Ventura, CA 93002

JPA
98-15

AMENDMENT NO. 1**TO THE SOUTH COAST AREA TRANSIT JOINT POWERS AGREEMENT
DATED NOVEMBER 2, 1994**

This agreement is made this 10th day of March, 1998 effective July 1, 1997, between the City of Port Hueneme, the City of Ojai, the City of Oxnard, the City of San Buenaventura, and the County of Ventura. Each city party is a municipal corporation of the State of California and the County of Ventura is a political subdivision of the State of California.

Whereas, each party to this agreement is also a party to the joint exercise of powers agreement dated November 2, 1994, which continued the South Coast Area Transit (SCAT) as a separate and distinct public entity governed by a Board of Directors; and

Whereas, experience and special studies have indicated the need to establish a different method of computation of annual financial support for ADA paratransit service.

Now, therefore, it is mutually agreed by the parties hereto as follows:

That Section 5, Subsection (c) of that certain Joint Powers Agreement dated November 2, 1994, and entitled, "South Coast Area Transit, SCAT", is amended to read as follows:

- 5(c) Annual financial support. At the time of preparing SCAT's annual proposed operating budget and proposed capital expenditure budget, the Board shall determine the amount of financial support required by SCAT for the fiscal year. The support required for the annual operating budget, after making maximum use of operating assistance made available from other sources such as the Federal Transit Administration, shall be:
- (1.) Equitably apportioned, for fixed route service, among the member agencies on the basis of the estimated costs of transportation fixed route service mileage planned to be provided within each member agency's territorial jurisdiction, and
 - (2.) For ADA paratransit service, computed for each member agency based on the estimated cost of the ADA paratransit service and the usage of service by residents of the member agency for the preceding January through December period.

The support required for the capital expenditure budget shall be equitably apportioned among the member agencies based on the operating cost for fixed route service or computed on the ADA paratransit service method, as appropriate for the type of project, after consideration of:

- (1.) Funds available from federal grants and other sources;
- (2.) Transportation service mileage requirements for capital expenditure for replacement and general system uses;

- (3.) Special capital costs required for equipment and facilities to provide additional or increased services within any member agency's territorial jurisdiction.

This agreement may be signed in counterparts and executed by all parties, shall be read together.

IN WITNESS WHEREOF, the parties have caused the execution of this agreement to be effective on the day, month and year first above written.

ATTEST: CITY CLERK

CITY OF OJAI

BY: _____
Date

ATTEST: CITY CLERK

CITY OF OXNARD

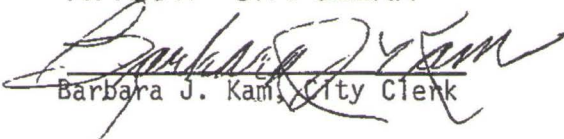
BY: _____
Date

ATTEST: CITY CLERK

CITY OF PORT HUENEME

BY: _____
Date

ATTEST: CITY CLERK


Barbara J. Kam, City Clerk

CITY OF SAN BUENAVENTURA

BY: Donna Landeros 5-15-98
Donna Landeros, City Manager Date

ATTEST: COUNTY CLERK

COUNTY OF VENTURA

BY: _____
Date

APPROVED AS TO FORM

CITY ATTORNEY

CITY OF OJAI

CITY ATTORNEY

CITY OF OXNARD

CITY ATTORNEY

CITY OF PORT HUENEME


CITY ATTORNEY

CITY OF SAN BUENAVENTURA

COUNTY COUNSEL

COUNTY OF VENTURA

- (3.) Special capital costs required for equipment and facilities to provide additional or increased services within any member agency's territorial jurisdiction.

This agreement may be signed in counterparts and executed by all parties, shall be read together.

IN WITNESS WHEREOF, the parties have caused the execution of this agreement to be effective on the day, month and year first above written.

ATTEST: CITY CLERK

CITY OF OJAI

BY: _____
Date

ATTEST: CITY CLERK

CITY OF OXNARD

BY: _____
Date

ATTEST: CITY CLERK

CITY OF PORT HUENEME

BY: _____
Date

ATTEST: CITY CLERK

CITY OF SAN BUENAVENTURA

BY: _____
Date

ATTEST: COUNTY CLERK
RICHARD D. ~~SEAN~~ County Clerk
By *True Holland*
Deputy County Clerk



COUNTY OF VENTURA

John K. Flynn
Date

APPROVED AS TO FORM

CITY ATTORNEY

CITY OF OJAI

CITY ATTORNEY

CITY OF OXNARD

CITY ATTORNEY

CITY OF PORT HUENEME

CITY ATTORNEY

CITY OF SAN BUENAVENTURA

[Signature]
COUNTY COUNSEL

COUNTY OF VENTURA

- (3.) Special capital costs required for equipment and facilities to provide additional or increased services within any member agency's territorial jurisdiction.

This agreement may be signed in counterparts and executed by all parties, shall be read together.

IN WITNESS WHEREOF, the parties have caused the execution of this agreement to be effective on the day, month and year first above written.

ATTEST: CITY CLERK

CITY OF OJAI

BY: _____
Date

ATTEST: CITY CLERK

W. Daniel Montoya

CITY OF OXNARD

BY: *In Memory*
_____ Date

ATTEST: CITY CLERK

CITY OF PORT HUENEME

BY: _____
Date

ATTEST: CITY CLERK

CITY OF SAN BUENAVENTURA

BY: _____
Date

ATTEST: COUNTY CLERK

COUNTY OF VENTURA

BY: _____
Date

APPROVED AS TO FORM

_____ CITY ATTORNEY

Paula Kimball for
_____ CITY ATTORNEY

CITY OF OJAI

CITY OF OXNARD

_____ CITY ATTORNEY

CITY OF PORT HUENEME

_____ CITY ATTORNEY

CITY OF SAN BUENAVENTURA

_____ COUNTY COUNSEL

COUNTY OF VENTURA

- (3.) Special capital costs required for equipment and facilities to provide additional or increased services within any member agency's territorial jurisdiction.

This agreement may be signed in counterparts and executed by all parties, shall be read together.

IN WITNESS WHEREOF, the parties have caused the execution of this agreement to be effective on the day, month and year first above written.

ATTEST: ACTING CITY CLERK

Carlton C. Strobel
Carlton C. Strobel

CITY OF OJAI

BY: Joe DeVito
Joe DeVito, Mayor Date

ATTEST: CITY CLERK

CITY OF OXNARD

BY: _____
Date

ATTEST: CITY CLERK

CITY OF PORT HUENEME

BY: _____
Date

ATTEST: CITY CLERK

CITY OF SAN BUENAVENTURA

BY: _____
Date

ATTEST: COUNTY CLERK

COUNTY OF VENTURA

BY: _____
Date

APPROVED AS TO FORM

Monte Widders
CITY ATTORNEY, Monte Widders

CITY OF OJAI

CITY ATTORNEY

CITY OF OXNARD

CITY ATTORNEY

CITY OF PORT HUENEME

CITY ATTORNEY

CITY OF SAN BUENAVENTURA

COUNTY COUNSEL

COUNTY OF VENTURA

CITY OF OJAI

Resolution No. 97-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI
AUTHORIZING AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN OJAI, OXNARD, PORT HUENEME, SAN BUENAVENTURA
AND THE COUNTY OF VENTURA REGARDING DISTRIBUTION OF
LOCAL FUND CONTRIBUTIONS FOR ADA CONTRACT COSTS**

WHEREAS, the City Council of the City of Ojai does hereby resolve as follows:

That the Mayor and City Clerk are authorized to sign on behalf of the City of Ojai an amendment to the revised Joint Powers Agreement of November 2, 1994 between the cities of Ojai, Oxnard, Port Hueneme, San Buenaventura and the County of Ventura, to reflect the change in the local fund contributions for the American with Disabilities (ADA) contract cost.

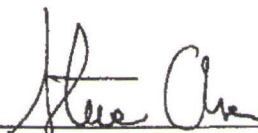
PASSED and **ADOPTED** this 24th day of June, 1997, by the following vote:

AYES: Olsen, DeVito, Francina, Shelley

NOES: None

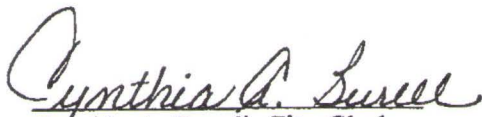
ABSTAIN: None

ABSENT: Hall



Steve Olsen, Mayor

ATTEST:



Cynthia A. Burell, City Clerk

- (3.) Special capital costs required for equipment and facilities to provide additional or increased services within any member agency's territorial jurisdiction.

This agreement may be signed in counterparts and executed by all parties, shall be read together.

IN WITNESS WHEREOF, the parties have caused the execution of this agreement to be effective on the day, month and year first above written.

ATTEST: CITY CLERK

CITY OF OJAI

BY: _____
Date

ATTEST: CITY CLERK

CITY OF OXNARD

BY: _____
Date

ATTEST: CITY CLERK

Karen B. Jackson
KAREN B. JACKSON

CITY OF PORT HUENEME

BY: *Jon Sharkey*
JON SHARKEY, MAYOR *6/30/98*
Date

ATTEST: CITY CLERK

CITY OF SAN BUENAVENTURA

BY: _____
Date

ATTEST: COUNTY CLERK

COUNTY OF VENTURA

BY: _____
Date

APPROVED AS TO FORM

CITY ATTORNEY

CITY OF OJAI

CITY ATTORNEY

CITY OF OXNARD

CITY ATTORNEY

CITY OF PORT HUENEME

CITY ATTORNEY

CITY OF SAN BUENAVENTURA

COUNTY COUNSEL

COUNTY OF VENTURA



ADMINISTRATIVE REPORT

Date: March 4, 1998

Agenda Item No.: 7

Council Action Date: March 9, 1998

TO: DONNA LANDEROS, CITY MANAGER

FROM: EVERETT MILLAIS, DIRECTOR OF COMMUNITY SERVICES

**SUBJECT: 1998/99 SOUTH COAST AREA TRANSIT SHORT-RANGE
TRANSIT PLAN**

RECOMMENDED ACTIONS

It is recommended that the City Council:

- a. Approve the Draft South Coast Area Transit (SCAT) 1998/99 – 2002/03 Short Range Transit Plan (SRTP) recommended option. The recommended option includes:
 - 1) Removal of Route 12 fixed route service.
 - 2) Elimination of the Route 10 loop through the residential neighborhood north of Telegraph Road between Saticoy Avenue and Linden Drive.
 - 3) Rerouting of Route 11 to provide a one-way limited hourly service to the intersection of Petit Avenue and Darling Road.
- b. Direct staff to proceed with the preparation of a contract to provide transportation services to the ADA qualified population along the existing Route 12.
- c. Approve the SCAT JPA amendment change to fund the ADA service by ridership rather than fixed route mileage.
- d. Direct staff to proceed with the preparation of a one-year contract with Yellow Cab of Ventura to provide transportation services for the Senior Nutrition Program, beginning July 1, 1998.

ADMINISTRATIVE REPORT

March 4, 1998

Page 2

SUMMARY

Short Range Transit Plan

The Draft South Coast Area Transit (SCAT) 1998/99 Short Range Transit Plan (SRTP) was released on February 4, 1998 for review by the public and the SCAT member agencies. Proposed budget information was not released by SCAT until February 24. The SCAT Board will be holding a public hearing on March 5, 1998 and on April 1, 1998 for the approval of the SRTP. The draft plan includes the recommendation from the City Council's direction in November regarding elimination of Route 12.

The draft SRTP lays out the following Options:

1. Status Quo Option
2. SCAT Recommended Option

The SRTP recommends implementation of Option 2. The SRTP recommendation includes a change in Route 10 service through the residential neighborhood north of Telegraph Road and East of Saticoy Avenue, a change in Route 11 to provide a one-way service to the intersection of Darling Road and Petit Avenue for the Salvation Army Senior Center, and removal of the fixed route bus portion of Route 12. The SRTP recommends termination of Route 12 due to the continued poor performance of the route. A full Route 12 performance comparison to the overall SCAT system appears in the Discussion section. Route 12 continues to have a farebox recovery ratio (8.7%) drastically below system averages (20%). This ratio has remained low even though the City and SCAT have made numerous attempts to promote the route. Any unmet needs to the ADA or senior service riders arising from the termination of this route will be covered by the City using alternative transportation.

Notices were placed on the affected routes by SCAT on February 16, 1998.

SCAT Joint Powers Agreement Amendment

In February 1997, the City Council approved the SCAT 1997/98 Short Range Transit Plan with a recommendation to not support a change in the redistribution of ADA transportation service costs. Subsequently, the SCAT Board took action approving the redistribution of ADA service costs and a proposed amendment to the Joint Powers Agreement (JPA). The change has been approved by most of the agencies in the SCAT area except the City of San Buenaventura. The distribution of ADA costs in the JPA Amendment is proposed to be based on boardings rather than the percentage of

ADMINISTRATIVE REPORT

March 4, 1998

Page 3

fixed route miles in each agency. The City's cost of providing the ADA service with the proposed change will result in a \$20,377 increase in cost for the 1998/99 fiscal year.

At this time, it is requested that the Council approve the JPA Amendment with the stipulation that the removal of Route 12 is approved by the SCAT Board, the independent review of the existing ADA service is completed in a satisfactory manner, and that the SCAT Board agrees to return remaining local matching funds at the end of each fiscal year. This recommendation is consistent with City Council action taken in November 1997. The independent review of the existing SCAT ADA service is near completion and will be presented to the SCAT Board and member agencies at an upcoming SCAT Board meeting.

Senior Nutrition

In 1997, the Ventura County Transportation Commission (VCTC) made an unmet transit needs finding that when the County Public Social Service Agency (PSSA) stops providing transportation for its Senior Nutrition Program in July 1998, the local agencies will have to provide the service. The City has approximately ten residents that use the existing transportation service provided by PSSA. These ten residents live mostly in the west Ventura area and receive their meals at the Ventura Avenue Senior Center.

In November 1997, City Council approved a staff recommendation to expand the City's existing One-Stop Shopper Mini-Bus to meet the needs of the existing residents who use the Senior Nutrition Program transportation program. Since that time, City Staff has determined that these needs could be better met by contracting with Yellow Cab of Ventura to provide the five day a week service at the same cost of \$15,000 per year. This will eliminate the negative impact on other City services that use the City's minibus.

ALTERNATIVES

Route 10

Leave Route 10 as it currently exists.

Route 11

Leave Route 11 unchanged and not provide direct fixed route bus service to the intersection of Petit Avenue and Darling Road.

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Route 12

There are four alternatives:

1. Remove all public transportation along the bus route. This option may be considered an unmet transit need by the Ventura County Transportation Commission.
2. Replace Route 12 with an alternative method of providing public transportation in the Harbor and Preble areas.
3. Retain Route 12 and have SCAT obtain a smaller vehicle for use on the route. This would address the concerns of the residents in the Preble neighborhood, but would continue to provide a low ridership service.
4. No change to existing service.

FISCAL IMPACTS

SCAT SRTP

The SRTP provides for two options for providing service for fiscal year 1998/99. These two options are (1) keeping the status quo operations and (2) including the recommended operational changes. Approval of the recommended operational changes will result in cost reductions of approximately \$103,000 for the fixed route service. The breakdown of the options laid out in the SRTP is as follows:

Table 1 – SRTP Budget

	City Allocation to SCAT	Change from FY 96/97	Percent Change
FY 1997/98	\$1,496,060		
FY 1998/99 (Proposed)			
Status Quo Operation	\$1,334,461	-\$161,599	-10.8%
Recommended Option	\$1,231,191	-\$264,869	-17.7%

The decrease in cost of the Status Quo SCAT service is due to the efforts of the VCTC and SCAT to receive more federal assistance. The additional decrease in service costs for the recommended changes is due to the elimination of Route 12. The \$103,000 in cost reductions will go towards covering the additional \$20,377 in ADA costs as well as any cost associated with the GAP coverage due to the Route 12 discontinuation.

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March 4, 1998

Page 5

SCAT Joint Powers Agreement Amendment

A change in the JPA to reflect a redistribution of ADA costs will result in an increased cost to the City for providing the ADA service. The two tables below show the budget impacts of the SCAT proposed JPA change and the City proposed status quo for distribution of ADA service costs as well as the impacts to the City's share of Transportation Development Act funds.

Table 2 - ADA Service Costs

	Fixed Route/Capital	ADA Contract Service	TOTAL
1997/98 Adopted Budget	\$1,355,115	\$140,945	\$1,496,060
1998/99 Existing JPA Budget	\$1,172,568	\$58,623	\$1,231,191
1998/99 Changed JPA Budget	\$1,172,568	\$79,000	\$1,251,568
Difference between Existing and Changed JPA	\$0	\$20,377	\$20,377

Table 3 - FY 1998/99 Transportation Development Act Funds

Description	Fiscal Year 1997/98 Expenditures	
	Subtotal	Total
Total TDA Funds Allocated (VCTC)		\$2,303,609
Total Transit/Paratransit Related Expenditures		\$1,346,568
- SCAT Fixed Route	\$1,104,076	
- SCAT Capital	\$68,492	
- SCAT Access ADA	\$79,000	
- VISTA 101 (Estimated)	\$25,000	
- Route 12 area ADA Paratransit Service	\$20,000	
- Senior Nutrition Transportation	\$15,000	
- City Senior Shopper Mini-bus	\$35,000	
Remaining Funds Available for other Transportation Projects		\$957,041

The remaining TDA funds available for other transportation projects are anticipated to increase for fiscal year 1998/99 due to increased TDA revenues and decreasing SCAT expenditures. Transportation projects available for these funds include additional transit programs and/or additional funding for the Annual Street Maintenance Program.

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Further, any costs/service associated with meeting unmet needs due to the Route 12 discontinuation will utilize these leftover monies to supply service for ADA or senior riders.

Senior Nutrition Transportation

The proposed change to provide transportation to meet the needs of the existing residents who use the Senior Nutrition Program transportation program will not affect any previously approved funding and has no fiscal impact.

DISCUSSION

Short Range Transit Plan

Route 10

In order to provide a stop on Telegraph Road near Saticoy Avenue, the eastbound Route 10 bus turns into the residential neighborhood from Telegraph Road onto Saticoy Avenue and then right onto Modoc Street where a stop is provided. The bus then proceeds right onto Linden Drive and left onto Telephone Road. The main issue of concern regarding this route is that the bus travels on a residential street. While this is not uncommon in the transit industry, a small number of residents of this area have requested that SCAT and the City consider alternative stop locations that stay along Telegraph Road. In order to address these concerns, City and SCAT staff are recommending that the loop be eliminated and an eastbound stop be placed on the south side of Telegraph Road at Linden Drive. The bus will stop out of the Telegraph Road travel lanes. Figure 1 shows the existing and proposed route. The elimination of this loop will save two minutes to the route time. As a long term solution, the City is coordinating with the property owner on the southwest corner of Telegraph Road at Saticoy Avenue to provide widening for a bus stop.

Route 11

Residents of the Salvation Army's Senior Housing complex in the vicinity of Petit Avenue and Darling Road have requested that a bus stop be placed at that location. SCAT staff has indicated that Route 11 along Telephone Road could be re-routed along Utica Street, Darling Road, and Petit Avenue to service the senior complex. The implementation of this change raises three concerns: (1) impact on the 60-minute pulse system, (2) uncontrolled left turns off of Utica Street onto Telephone Road, and (3) the traveling of busses on residential streets. The implementation of this route diversion will increase the total travel time for Route 11 and cause the service to extend to a 70-

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minute pulse. This effectively means that the bus will run every 35 minutes rather than every thirty minutes during the week on the entire Route 10/11 loop. The net result will be a decrease in the overall service along Route 10 and Route 11. Existing Saturday and Sunday service will not be affected. Figure 2 shows the existing and proposed route.

The other two concerns can be mitigated by restricting the route to one-way westbound service only and between the hours of 8 a.m. and 4 p.m. The one-way westbound service will eliminate the need for the bus to make an uncontrolled left turn onto Telephone Road. The one-way service and limited hours will also reduce the impact on the Utica Street and Darling Road residents. Therefore, it is recommended that the route be limited to westbound service only and between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday. The service will provide approximately 7 to 8 one-way trips per weekday to this location. The residents who requested the service are agreeable to the limited hours and direction.

Route 12

The Ventura Harbor - Buenaventura Mall route (See Figure 3) was set-up in 1992 on a three-year trial basis. In November 1994, and again in October 1996, the City Council decided to continue to monitor the route operation, even though the route continues to show poor ridership. In addition, residents along Preble Avenue, Borchard Drive, and Frances Street have voiced concerns regarding the bus operation due to noise, pavement wear and tear, and traffic safety; which they say has led to a decrease in property values. The bus travels on these residential streets approximately 24 times a day Monday through Friday.

The performance of Route 12 is:

Performance Measure	Route 12	System-wide average	Percent Below Average
Passengers per Service Mile	0.8	2.3	-65%
Passengers per Service Hour	10.3	28.6	-64%
Fare Revenue per Service Mile	\$0.36	\$ 1.23	-70.7%
Fare Revenue per service Hour	\$4.76	\$15:01	-69%
Cost per Ride	\$4.01	\$ 1.27	+215.75%
Farebox Ratio	8.7%	28.5%	-69.5%

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As shown on the table, The ridership has, by far, been the lowest of all routes in the SCAT system since its inception and has a farebox ratio of about 8.7%. Almost all of the other routes on the SCAT system are above 20%.

In October 1996, the Council discussed options for changing the route to increase ridership. Surveys done indicated that no significant increase in ridership would occur due to adding a stop at the County Fairgrounds. At that time the City Council decided to keep the route as is and directed staff to continue to monitor the service levels. In November 1997, the Council recommended removal of the route, while continuing to provide service to ADA certified riders. Due to continued poor ridership and to reduce costs, it is therefore recommended in the SRTP, and by City staff, that this route be eliminated effective June 30, 1998. By eliminating this chronically underachieving route, the City will save approximately \$103,000 annually in Transportation Development Act (TDA) funds.

Any need to provide transportation for ADA certified riders who utilize the existing service will be met by contracting with the SCAT Access ADA service provider. Because a majority of the riders on this route are ADA certified or meet the ADA certification requirements, they would be eligible to use the new paratransit service and *not be left without transportation.*

Update on SCAT Access ADA Service

As directed by Council earlier this year, staff has been coordinating with SCAT staff and the Cities of Oxnard, Port Hueneme, Ojai, and the County of Ventura regarding the current SCAT Access ADA service. The goal is to reduce costs, provide transportation for the Senior Nutrition Program, and to evaluate the potential for expanded senior transportation services. This group has finished discussions with the consultant (hired by SCAT), who specialized in paratransit issues and is preparing a request for proposal for providing a coordinated paratransit service. It has not been decided whether the request for proposal will be put out by SCAT or the member agencies. The group discussions have included transit providers including Yellow Cab of Ventura and the City of Oxnard Mini-Bus.

The group recommendation at this time is to support paratransit service consisting of ADA Paratransit, Senior Nutrition Transportation, and a general senior dial-a-ride for the entire SCAT region. This recommendation is consistent with a VCTC paratransit study completed earlier this year and adopted by the Commission. The focus of the coordination effort is on reducing costs while maintaining or enhancing service. Preliminary cost estimates of providing this coordinated service are comparable to the

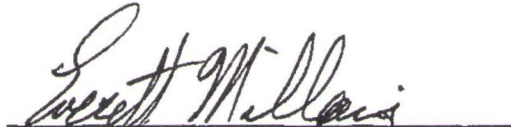
ADMINISTRATIVE REPORT

March 4, 1998

Page 9

existing ADA only service. Council will be informed of any future actions relating to paratransit services.

Prepared by: Nazir Lalani, City Transportation Engineer
for



Everett Millais
Director of Community Services

Reviewed as to fiscal impacts



Marilyn E. Leuck
Director of Management Resources

FORWARDED TO THE CITY COUNCIL



Office of the City Manager

EXISTING LOOP
(TO BE REMOVED)

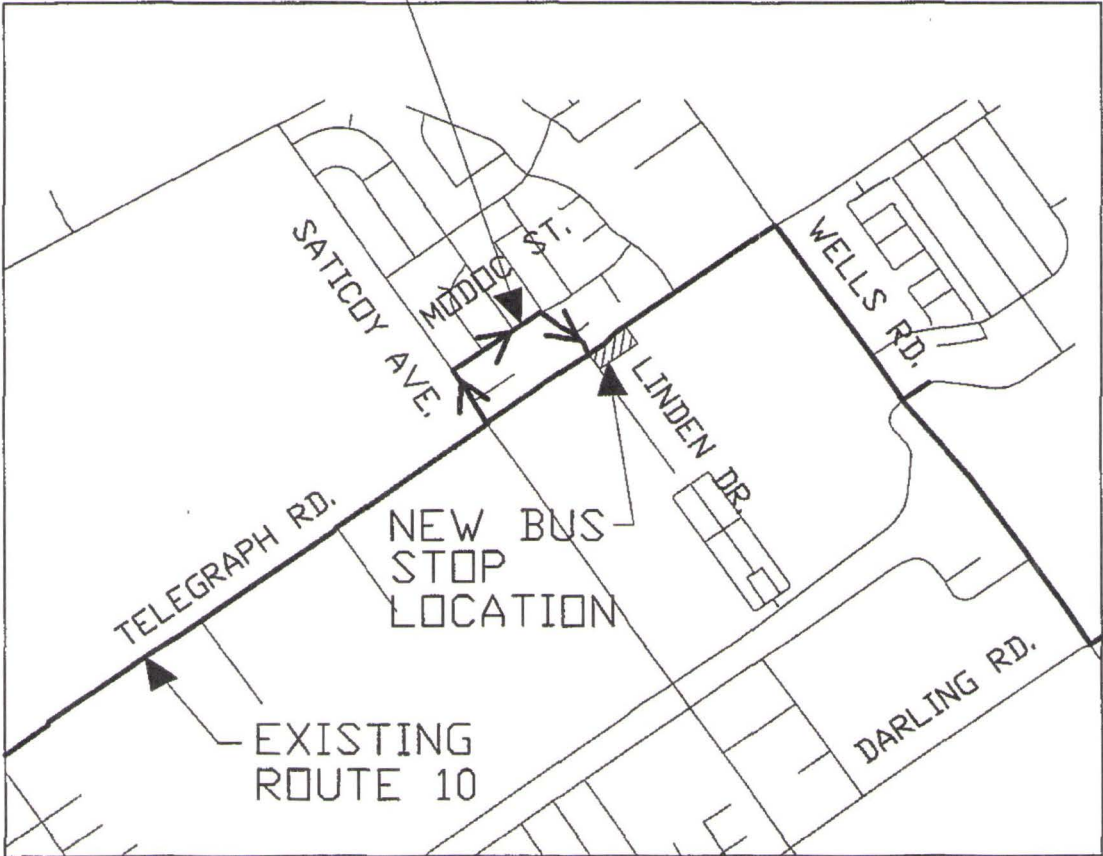


FIGURE 1 - ROUTE 11 MODIFICATION

PROPOSED ONE-WAY SERVICE

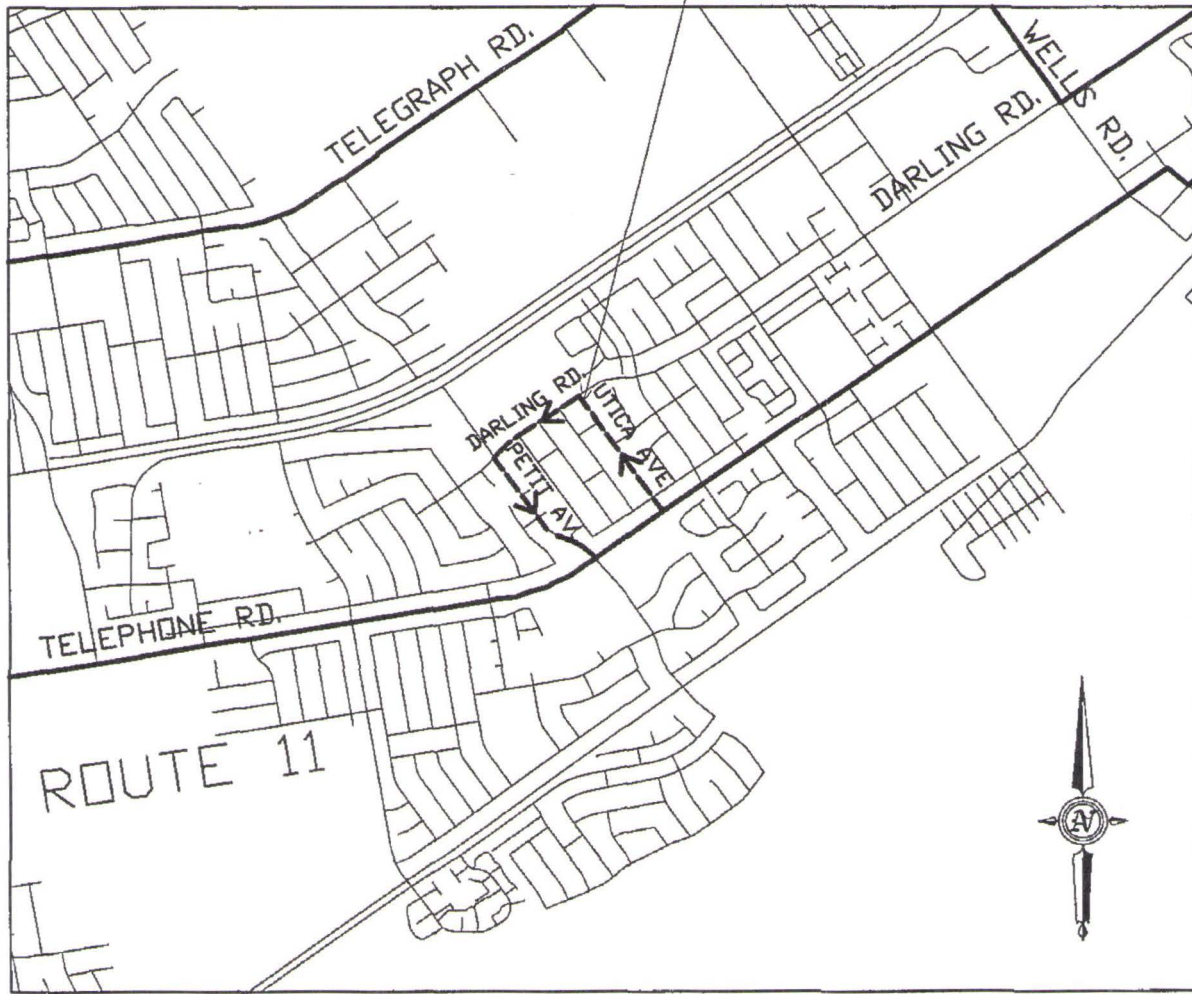


FIGURE 2 - ROUTE 11 MODIFICATION

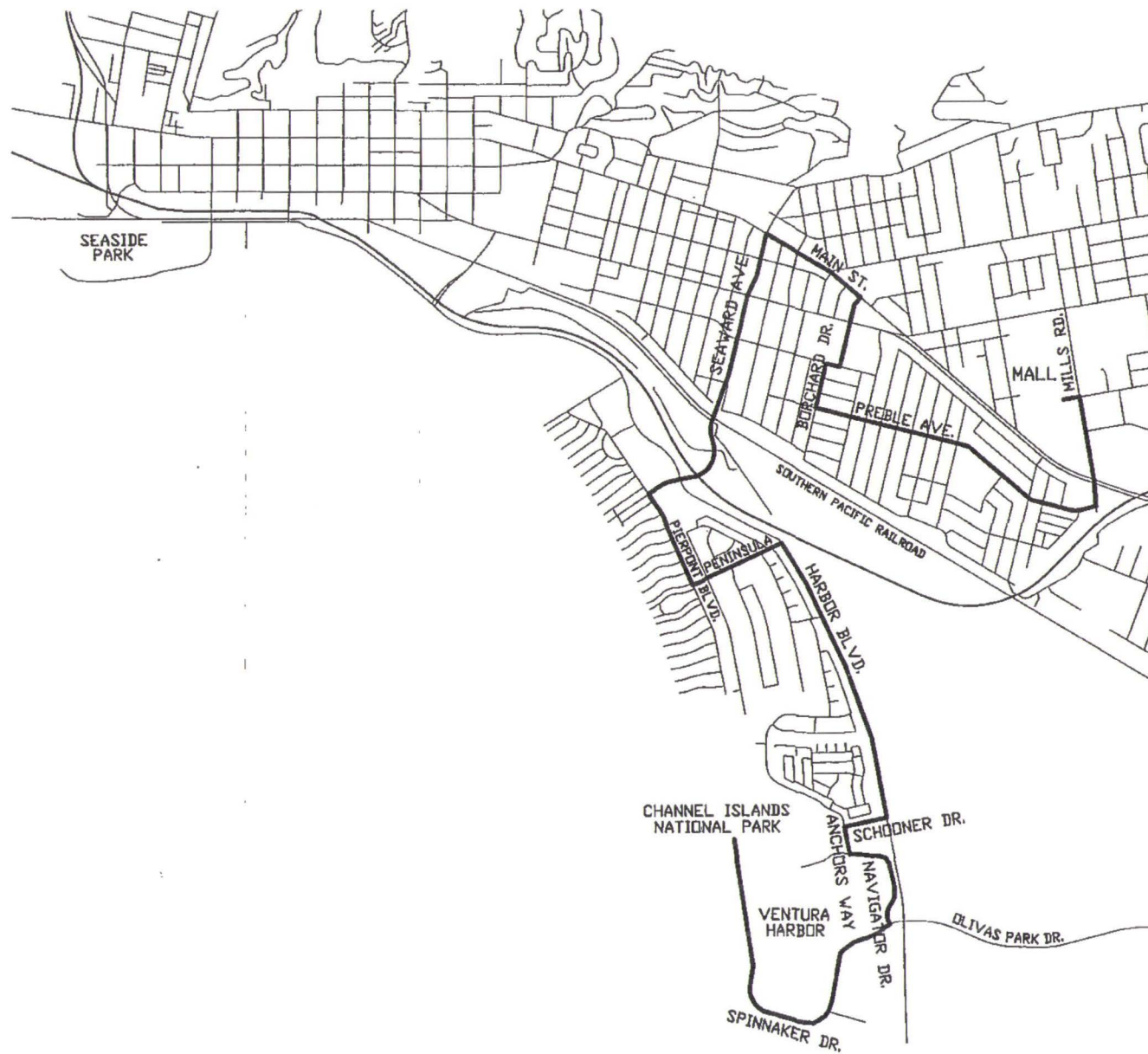
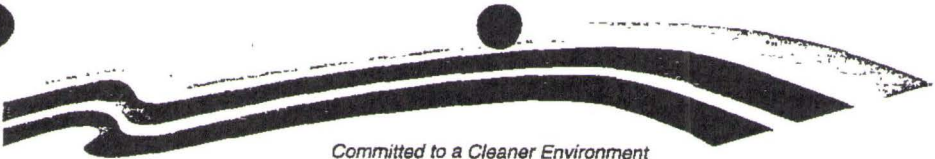


FIGURE 3 - ROUTE 12



South Coast Area Transit



Committed to a Cleaner Environment

RECEIVED

JUL 10 1998

CITY OF SAN BUENAVENTURA
ENGINEERS' OFFICE

98 JUL -6 PM 1:21
CITY ENGINEER
CITY OF SAN BUENAVENTURA

July 3, 1998

To: Donna Landeros, City Manager, City of San Buena Ventura
 Edmund Sotelo, City Manager, City of Oxnard
 Andy Belknap, City Manager, City of Ojai
 Richard Velthoen, City Manager, City of Port Hueneme
 Art Goulet, Director of Public Works, County of Ventura

From: Peter G. Drake, General Manager *PGD*

Subject: Joint Powers Agreement (JPA), Amendment 1

Enclosed herewith are signed copies of Amendment No. 1 to the South Coast Area Transit Joint Powers Agreement (JPA) dated November 2, 1994 from each of the SCAT entities.

Please contact this office if further information is needed.

PGD/ph

Enclosures

R E C E I V E **D**
JUN 30 2017

Ventura LAFCo

94-53 SCAT

CITY OF
VENTURA
CITY CLERK'S OFFICE
P.O. Box 99
501 Poli Street #204
Ventura, CA 93002

JPA
94-53

Duplicate original

AMENDMENT NO. SIX

(Amending Section 1 of the Joint Powers Agreement
Between the Parties, Dated July 17, 1973 and
Adding Additional Language to Said Agreement)

This Amendment is made effective the 1st day of July, 1994, between the CITY OF PORT HUENEME, the CITY OF OJAI, the CITY OF OXNARD, the CITY OF SAN BUENAVENTURA, the CITY OF SANTA PAULA and the COUNTY OF VENTURA, each of the Cities is a municipal corporation of the State of California, and the County of Ventura is a political subdivision of the State of California.

WHEREAS, each City and the County of Ventura which are parties to this Agreement are also parties to the Joint Powers Agreement dated July 17, 1973, (as amended August 4, 1973, as amended January 16, 1975, as amended March 12, 1975, as amended October 27, 1977 and as amended January 16, 1980] which established and constituted the SOUTH COAST AREA TRANSIT (SCAT) as a separate and distinct public entity governed by a Board of Directors, originally composed of four (4) members, presently composed of six (6) members and by terms of this Agreement to be composed of five (5) members; and

WHEREAS, it is the desire of the parties to this Agreement to memorialize the withdrawal of the City of Santa Paula as a participating member of SCAT; and

NOW THEREFORE, it is mutually agreed:

Section 1: Section 1 of that certain Joint Powers Agreement, dated July 17, 1973, and as subsequently amended and entitled, "SOUTH COAST AREA TRANSIT (SCAT)", is amended to read as follows:

"1. SOUTH COAST AREA TRANSIT - BOARD OF DIRECTORS - VOTING - Upon the execution of this Agreement by all parties is established and constituted the SOUTH COAST AREA TRANSIT ("SCAT"), a separate and distinct public entity governed by a Board of Directors ("Board"), composed of five (5) members. Board members shall be appointed, one by each of the City Councils and one by the Board of Supervisors of the parties and each to a term of four (4) years to serve at the pleasure of his/her appointing authority. Provided, further, each member of the Board of Directors shall at all times during his/her term as Board member also be a member of the City Council or Board of Supervisors which appointed him/her."

"Each City Council or Board of Supervisors shall also appoint an alternate member to the Board of Directors who shall serve on the Board during the absence or disability of that City's or the County's regular Board member. The alternate member shall meet the same qualifications and shall serve upon the same conditions and for the same term as the regular Board member. Whenever he/she serves on the Board, the alternate member shall have all the powers of a regular Board member.

"All actions of the Board shall be by majority vote; provided that the vote of each Board member shall be weighted and shall be given the value and effect equal to the proportion that the annual monetary contributions of the City or County represented by its appointing authority bears to the total annual contribution of all the parties and provided further, the

weighted vote of any single Board member shall not, or itself, be given the value or effect of a majority vote. A weighted vote may not be split by any member. The annual monetary contributions used to compute the weighted vote values of the Board members shall be the annual contribution estimates set forth in the adopted budget of the current fiscal year, as certified to by the Finance Manager of this organization.

Section 2. Section 18, is added to that certain JOINT POWERS AGREEMENT, dated July 17, 1973, and as subsequently amended and entitled, SOUTH COAST AREA TRANSIT ("SCAT") shall read as follows:

"18. PARTIES. For purposes of construction and interpretation of this Agreement, as of the effective date of execution of Amendment No. 6 to this Agreement, by all of the parties thereto, wherever the words "Party" or "Parties" or "City Council" or "City Councils" appear in this Agreement, such words shall be construed to include the COUNTY OF VENTURA, and the Board of Supervisors thereof, respectively, as well as the CITY OF PORT HUENEME, the CITY OF OJAI, the CITY OF OXNARD, the CITY OF SAN BUENAVENTURA and the City Councils thereof, respectively.

IN WITNESS WHEREOF, the Parties have caused the execution of this Agreement to be effective on the 1st day of July, 1994 as above written.

ATTEST: CITY CLERK

CITY OF PORT HUENEME

Glaudia P. Moran
Name Deputy

Toni Young
Date 2-4-95

ATTEST: CITY CLERK

CITY OF OJAI

Cyndi Reynolds
Name

Joe DeWito
Date 1-10-95

ATTEST: CITY CLERK

CITY OF OXNARD

Linda Lawrence
Name Linda Lawrence
Assistant City Clerk

Dr. Manuel M. Lopez
Date 12/20/94
Dr. Manuel M. Lopez, Mayor

ATTEST: CITY CLERK

CITY OF SANTA PAULA

[Signature]
Name

Alfonso C. Pina
Date 1-28-95

ATTEST: CITY CLERK

CITY OF SAN BUENAVENTURA

[Signature]
Name

Richard Thomas
Date 1-24-95

ATTEST: RICHARD D. DEAN,
County Clerk, County of Ventura,
State of California, and ex-officio
Clerk of the Board of Supervisors
thereof.



By Roberta Rodriguez
Deputy County Clerk

COUNTY OF VENTURA

Dicky Haward
Date NOV 15 1994

APPROVED AS TO FORM:

D. G. Kucher
City Attorney

PORT HUENEME

Paul H. Romney SANTA PAULA
City Attorney

Don L. Dilling 12-20-94 OXNARD
City Attorney

Monte S. Widdow Ojai
City Attorney

L. S. Ambrose SAN BUENAVENTURA
City Attorney

James M. Breda COUNTY OF VENTURA
County Counsel

RECEIVED
JUN 30 2017

Ventura LAFCo

CITY OF
VENTURA
CITY CLERK'S OFFICE
P.O. Box 99
501 Poli Street #204
Ventura, CA 93002

JPA
2007-028

Agreement No. 2007-028

City Council Approved: 6/7/07

**JOINT POWERS AGREEMENT
GOLD COAST TRANSIT
GCT**

This Joint Powers Agreement ("Agreement") is made this (---) day of May 2007 among the City of Fort Hueneme, the City of Ojai, the City of Oxnard, the City of San Buenaventura, and the County of Ventura (the "member agencies"). Each of the cities is a municipal corporation of the State of California, and the County of Ventura is a political subdivision of the State of California. This Agreement supersedes and replaces the Joint Powers Agreement dated July 17, 1973 as amended August 4, 1973, January 16, 1975, March 12, 1975, October 27, 1977, January 16, 1980, and July 1, 1994, November 2, 1994 and July 1, 1997.

Savings Provision: The intent of this Agreement is to rewrite and consolidate editorially the initial Joint Powers Agreement and its Amendments among the agencies (parties). The name of the Joint Powers Agency is hereby modified from South Coast Area Transit (SCAT) to Gold Coast Transit and the acronym CCT is adopted as an abbreviated version of the name. Each location in the Agreement which uses these terms is hereby modified to reflect the newly adopted name and acronym. GCT shall continue in existence with full powers, purposes, rights, benefits and authority. GCT shall remain obligated under all its present contracts, agreements, commitments, and liabilities, and none of these obligations shall terminate, lapse, or be modified, as a result of the execution or operation of this Agreement. No officer or employee of GCT shall suffer any lapse in office or benefits as a result of the execution and operation of this Agreement.

Purpose of Agreement: Each member agency has the power to own, maintain and operate a public transportation system within its respective jurisdiction. Under authorization of the provisions of Title 1, Division 7, Chapter 5, as amended, of the Government Code of the State of California, the member agencies desire by a joint exercise of their common power to create and constitute a public transportation entity, separate and distinct from each member agency, to own, operate and administer a public transportation system to be governed by a Board of Directors composed of five (5) members. The entity will provide a standardized system of fares, a universal system of transfers and expanded transit services and facilities for the benefit of the citizens of the member agencies.

The member agencies hereto agree as follows:

1. GOLD COAST TRANSIT - CREATION - BOARD OF DIRECTORS - ALTERNATES - VOTING.
 - a. By execution of this Agreement by all the member agencies, Gold Coast Transit (GCT) is constituted as a separate and distinct public entity governed by a Board of Directors ("Board"), composed of five (5) members. One Board member shall be appointed by the governing body of each member agency. Each Board member shall serve at the pleasure of his or her appointing authority for a term of four (4) years, except that Board members appointed pursuant to the Agreement

superseded by this Agreement shall continue to serve the remainder of their previously appointed term as if appointed hereunder. Each Board member shall at all time during his or her term be a member of the governing body of the member agency, which appointed him or her.

- b. The governing body of each member agency shall also appoint an alternate Board member, who shall serve on the Board during the absence or disability of the member agency's regular Board member. The alternate member shall meet the same qualifications and shall serve upon the same conditions and for the same term as the regular Board member. Whenever he or she serves on the Board, the alternate member shall have all the powers of a regular Board member.
- c. All actions of the Board shall be by majority vote; provided that the vote of each Board member shall be weighted and shall be given the value and effect equal to the proportion that the annual monetary contributions of the member agency bears to the total annual contribution of all the member agencies. The weighted vote of any single Board member shall not, of itself, be given the value or effect of a majority vote. A weighted vote may not be split by any Board member. The annual monetary contributions used to compute the weighted vote values of the Board members shall be the annual contribution estimates set forth in the adopted budget for the then current fiscal year, as certified to by the Director of Administrative Services of GCT.

2. BOARD ORGANIZATION - MEETINGS - The Board shall annually elect a Chairperson and a Vice Chairperson whose term shall be from January 1 through December 31 of the succeeding calendar year. The election shall be held no later than the regular December meeting of the Board. The Board shall adopt rules of procedure and shall establish a time and place for regular Board meetings, which shall be held not less than once a month except during the month of August in which a meeting shall not be required except upon the affirmative action of the Board at a meeting prior thereto

3. POWERS AND DUTIES - GCT shall have the common power of the member agencies to own, operate and maintain a public transit system; and, in the exercise of the power under this Agreement, GCT is authorized in its own name to:

- a. Sue and be sued;
- b. Employ agents and employees and contract for professional services;
- c. Make and enter contracts;
- d. Acquire, convey, construct, manage, maintain and operate buildings and improvements;
- e. Acquire and convey real and personal property;
- f. Incur debts, obligations and liabilities; provided, however, the debts,

obligations and liabilities incurred by GCT shall not be, nor shall they be deemed to be, debts, obligations or liabilities of any member agency;

- g. Invest money in the treasury that is not needed for immediate necessities, as the Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the Government Code;
 - h. File notice of Joint Exercise of Powers with the Secretary of State within the time prescribed by statute; and
 - i. Do all other acts reasonable and necessary to carry out the purpose of this Agreement.
4. SPECIFIC FUNCTIONS. - In the performance of its functions GCT shall:
- a. Keep and maintain records and books of accounts in accordance with the Uniform System of Accounts and Records adopted by the State Controller pursuant to Section 99243 of the Public Utilities Code.
 - b. Provide for and submit to an annual independent audit of its total operations; a copy of each audit report shall be filed with the finance officer of each of the member agencies not later than 120 days following the close of each fiscal year; and
 - c. Consider and, following a public hearing thereon, adopt an annual operating and capital expenditure budget and a five (5)-year capital expenditure program, which comport with the adopted requirements of the Ventura County Transportation Commission. Copies of the proposed annual budget and the capital expenditure program shall be submitted to the governing bodies of the member agencies for review and comment at least thirty (30) days prior to the date scheduled for public hearing and final adoption.
 - d. Provide for insurance coverage of operations and assets;
 - e. Provide for GCT employees retirement benefits under the program administered by the Public Employees' Retirement System.
5. FINANCING
- a. Fiscal Year. The GCT fiscal year shall be July 1 through June 30.
 - b. Assets. All assets accumulated by GCT under the preceding Agreement superseded by this Agreement shall remain the property of GCT and be used to carry out the purposes of this Agreement.

- c. Annual Financial Support. At the time of preparing GCT's annual proposed operating budget and proposed capital expenditure budget, the Board shall determine the amount of financial support required by GCT for the fiscal year. The support required for the annual operating budget, after making maximum use of operating assistance made available from other sources such as the Federal Transit Administration, shall be:
 - (1) Equitably apportioned, for regular fixed route service, among the member agencies on the basis of the estimated costs of fixed route service mileage planned to be provided within each member agency's territorial jurisdiction, and
 - (2) For Americans With Disabilities Act (ADA) paratransit service, computed for each member agency based on the estimated cost of the ADA paratransit service and the usage of service by residents of the member agency for the preceding January through December period.
 - (3) For express or limited stop fixed route service GCT shall apportion mileage costs only to those member agencies that benefit from express or limited service stops within their respective jurisdictions.
- d. The support required for the capital expenditure budget shall be equitably apportioned among the member agencies based on the operating cost for fixed route service or computed on the ADA paratransit service method, as appropriate for the type of project, after consideration of
 - (1) Funds available from federal grants and other sources;
 - (2) Transportation service mileage requirements for capital expenditure for replacement and general system uses; and
 - (3) Special capital costs required for equipment and facilities to provide additional or increased services within any member agency's territorial jurisdiction.
- e.. Following the adoption of GCT's budgets, the Board shall inform the governing body of each member agency of the Board's determination of financial support required for the fiscal year and the computation of each member agency's proportional share. The governing body of each member agency shall thereafter assign by resolution the portion of its Local Transportation Fund allocation or utilize such other funds as determined by the member agency, to finance its share of the annual operating budget and capital expenditure budget. The assignment of Local Transportation Fund allocation shall be made in accordance with the claim procedures established by the Regional Transportation Planning Agency (Ventura

County Transportation Commission) and the regulations promulgated by the State Department of Transportation.

6. COMPLIANCE WITH FEDERAL STANDARDS. - In the performance of its functions, GCT shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 88352) and all requirements imposed by the Federal Transit Administration. GCT's function shall be performed in accordance with Title VI of that act to the end that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under CCT operations.

7. PROVISION OF TRANSIT SERVICE.

- a. GCT shall exercise the common power of the member agencies by providing and maintaining a public transportation service serving and connecting the territories of the member agencies. Within GCT's capabilities, as determined by the Board, service may also be provided to points outside the territories of the member agencies, with the prior approval of the entity having jurisdiction of the territory to be served. Within GCT's capabilities, expanded transportation services, routes and facilities may also be provided. GCT shall provide a standardized system of fares and a uniform system of transfers; provided, however, changes in fares and changes in routes shall be made only following a public hearing on the proposed change, with detailed notice to the governing bodies of the member agencies and the public at least thirty (30) days prior to the proposed public hearing.
- b. Provided, however, that implementation of minor changes in routes and times, amounting to no more than a twenty (20) per cent modification of the route or the time on said route, may be made without notice and hearing by the Board. Such minor changes may also be implemented by the General Manager, without notice and hearing, under guidelines established by the Board. Provided, further, that in hnth cases, GCT ha: the equipment to make the minor changes in services without reduction of its existing services elsewhere and the changes do not result in additional costs to GCT or the member agencies.
- c. In the performance of its function GCT shall seek out and make maximum use of all available programs of assistance and shall establish and maintain close liaison with federal, state and regional agencies.

8. EMPLOYEES - CCT shall employ such employees and agents as the Board may deem necessary to carry out its powers and duties under this Agreement, including but not limited to a General Manager and a Director of Administrative Services.

- a. The General Manager shall be selected by, and shall serve at the pleasure of and upon the terms prescribed by, the Board. The General Manager

shall be responsible for carrying out the policy and directives of the Board. In addition to performing the duties and carrying out other responsibilities in furtherance of the purpose of this Agreement as he or she may be assigned by the Board, the General Manager shall be the Secretary of the Board, and shall also be responsible for:

- (1.) The preparation and submission to the Board of the annual operating and capital expenditure budgets required under paragraph 4 of this Agreement;
 - (2.) The appointment, assignment, direction, supervision and, subject to the personnel rules adopted by the Board, the discipline or removal of GCT employees;
 - (3.) Advising the Board concerning all matters relating to the operation of GCT and the various programs of work, promotion and expansion undertaken by the Board;
 - (4.) Providing periodic financial reports covering GCT and its operations in the manner and at the times determined by the Board; and
 - (5.) Approving for payment, under the procedure adopted by the Board, all valid demands against GCT.
- b. The Director of Administrative Services shall be appointed by the General Manager of GCT and shall discharge the following duties and shall perform such other duties as he or she may be directed to do by the General Manager:
- (1.) Receive all money due GCT and deposit it in an appropriate account to the credit of GCT.
 - (2.) Be responsible upon his or her official bond for the safekeeping and disbursement of all GCT money.
 - (3.) Pay, when due, all sums payable on outstanding GCT bonds and coupons.
 - (4.) Pay any other sums due from GCT.
 - (5.) Verify and report in writing to the Board and to the governing bodies of the member agencies, within fifteen (15) days following the first day of each calendar quarter, the amount of money in GCT's accounts, the amount of GCT receipts, and the amount paid out on GCT's behalf during the preceding calendar quarter.

- (6.) Draw warrants to pay demands against GCT when the demands have been approved by the General Manager.
- (7.) Keep and maintain records and books of accounts in accordance with the Uniform System of Accounts and Records adopted by the State Controller pursuant to Section 99243 of the Public Utilities Code. The books of accounts shall include records of assets, liabilities and of contributions made by each member agency.
- (8.) Prepare and submit all reports required pursuant to the Transportation Development Act and the regulations promulgated by the State Department of Transportation.

9. BOND REQUIREMENTS - The General Manager, and every officer or person under the direction of the General Manager who handles, has access to, or has charge of any property of GCT, shall provide and file with the General Manager of GCT, an official fidelity bond assuring to GCT that person's performance. The Board shall determine and establish the penal sum of each official bond. Premiums charged for each bond required shall be paid by GCT.

10. MEMBER AGENCIES' LIABILITY - The member agencies, whether individually or collectively, do not assume, nor shall they be deemed to assume, liability for:

- a. Any act of GCT or for any act of GCT's agents or employees;
- b. The payment of wages, benefits or other compensation to officers, agents or employees of GCT; or
- c. The payment of workers' compensation or indemnity to agents or employees of GCT for injury or illness arising out of performance of this Agreement.

11. ASSIGNABILITY - With the unanimous approval of, and upon the terms agreed upon by, the governing bodies of all member agencies, all or any of the rights and property subject to this Agreement may be assigned to facilitate, under the direction of another, the purpose of this Agreement. Provided, however, no right or property of GCT shall be assigned without compliance with all conditions imposed by any state or federal entity from which GCT has procured financial assistance.

12. TERM-TERMINATION-WITHDRAWAL OF PARTY.

- a. This Agreement shall become effective on the day and date first above written and shall continue in force without specific term. This Agreement may be terminated as of the first day of July of any year, following six (6) months notice to the other member agencies, by resolution of intent to terminate the Agreement adopted by the governing bodies of two (2) of

the member agencies.

- b. A member agency may withdraw from this Agreement as of the first day of July of any year, following six (6) months notice to the other member agencies, by resolution of intent to withdraw adopted by the governing body of the member agency. Provided, however, GCT assets represented by the accumulated capital contribution account of the withdrawing member agency, if any, shall remain subject to GCT dominion, depreciation and use without compensation until termination of this Agreement and the distribution of GCT assets to all member agencies in winding up.

13. WINDING UP.

- a. If this Agreement is terminated, all property and equipment owned by GCT shall be distributed to the member agencies. Distribution to each member agency shall be made in the same proportion as that reflected in the member agencies' accumulated capital contribution accounts as shown in the Director of Administrative Service's books of account. If the member agencies cannot agree as to the valuation of property or to the manner of its distribution, the distribution or valuation shall be made by three (3) arbitrators appointed as set out hereafter.
- b. One arbitrator each shall be appointed by the governing bodies of Oxnard and Ventura and one arbitrator shall be selected and appointed jointly by the governing bodies of Port Hueneme, Ojai, and the County of Ventura. The arbitration shall be binding and shall be conducted under Code of Civil Procedure sections 1280-1294.2. Hearings shall be held in Ventura County, California. All notices, including notices under CCP section 1290.4 shall be given to the governing body of each member agency.
- c. This Agreement shall not terminate until all property has been distributed in accordance with this provision; and the winding up and property distribution hereunder shall be affected in the manner calculated to cause the least disruption of existing public transportation service.
- d. In the event a member agency withdraws, this provision shall be amended as necessary to insure that three (3) arbitrators can be selected.

This Agreement may be signed in counterparts and executed by all member agencies, shall be read together.

In Witness whereof, the member agencies have caused the execution of this Agreement to be effective on the day and year first above written.

ATTEST: CITY CLERK

CITY OF OJAI

_____ Date

ATTEST: CITY CLERK

CITY OF OXNARD

_____ Date

ATTEST: CITY CLERK

CITY OF PORT HUENEME

_____ Date

ATTEST: CITY CLERK

CITY OF SAN BUENAVENTURA

Mabi Covarrubias Rasley

6-6-09
Date

ATTEST: Clerk of the Board of Supervisors

COUNTY OF VENTURA

_____ Date

APPROVED AS TO FORM:

City Attorney

OJAI

City Attorney

OXNARD

City Attorney

PORT HUENEME



City Attorney

SAN BUENAVENTURA

County Counsel

COUNTY OF VENTURA

ATTEST: CITY CLERK

Carla Strobel

CITY OF OJAI

Carol Smith 5/8/07
Date

ATTEST: CITY CLERK

CITY OF OXNARD

_____ Date

ATTEST: CITY CLERK

CITY OF PORT HUENEME

_____ Date

ATTEST: CITY CLERK

CITY OF SAN BUENAVENTURA

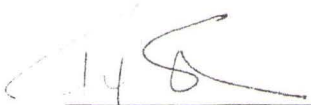
_____ Date

ATTEST: Clerk of the Board of Supervisors

COUNTY OF VENTURA

_____ Date

APPROVED AS TO FORM:



City Attorney

OJAI

City Attorney

OXNARD

City Attorney

PORT HUENEME

City Attorney

SAN BUENAVENTURA

County Counsel

COUNTY OF VENTURA

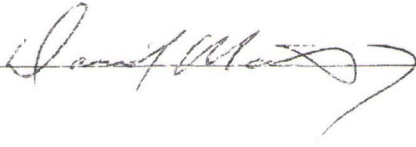
ATTEST: CITY CLERK

CITY OF OJAI

_____ Date

ATTEST: CITY CLERK

CITY OF OXNARD




_____ Date

ATTEST: CITY CLERK

CITY OF PORT HUENEME

_____ Date

ATTEST: CITY CLERK

CITY OF SAN BUENAVENTURA

_____ Date

ATTEST: Clerk of the Board of Supervisors

COUNTY OF VENTURA

_____ Date

APPROVED AS TO FORM:

City Attorney



City Attorney

City Attorney

City Attorney

County Counsel

OJAI

OXNARD

PORT HUENEME

SAN BUENAVENTURA

COUNTY OF VENTURA

ATTEST: CITY CLERK

CITY OF OJAI

_____ Date

ATTEST: CITY CLERK

CITY OF OXNARD

_____ Date

ATTEST: CITY CLERK, *Acting*

CITY OF PORT HUENEME

Jenny Nichols, CMC

Maria Garcia 5/17/07
_____ Date

ATTEST: CITY CLERK

CITY OF SAN BUENAVENTURA

_____ Date

ATTEST: Clerk of the Board of Supervisors

COUNTY OF VENTURA

_____ Date

APPROVED AS TO FORM:

City Attorney

OJAI

City Attorney

OXNARD



City Attorney

PORT HUENEME

City Attorney

SAN BUENAVENTURA

County Counsel

COUNTY OF VENTURA

ATTEST: CITY CLERK

CITY OF OJAI

Date

ATTEST: CITY CLERK

CITY OF OXNARD

Date

ATTEST: CITY CLERK

CITY OF PORT HUENEME

Date

ATTEST: CITY CLERK

CITY OF SAN BUENAVENTURA

Date

ATTEST: Clerk of the Board of Supervisors

COUNTY OF VENTURA

Kathryn Price

Linda Pariz 6.5.07

Date



APPROVED AS TO FORM:

City Attorney

OJAI

City Attorney

OXNARD

City Attorney

PORT HUENEME

City Attorney

SAN BUENAVENTURA



County Counsel

COUNTY OF VENTURA

RESOLUTION 2007-04

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF SOUTH COAST AREA TRANSIT
RATIFYING REVISIONS TO THE SCAT JOINT POWERS AGREEMENT
AS APPROVED BY THE SCAT MEMBER AGENCIES:
CITY OF OJAI, CITY OF OXNARD, CITY OF PORT HUENEME, CITY OF
SAN BUENAVENTURA, AND COUNTY OF VENTURA, CALIFORNIA**

WHEREAS, South Coast Area Transit ("SCAT") was created on July 17, 1973 through a Joint Powers Agreement ("Agreement") among the Cities of Ojai, Oxnard, Port Hueneme, and San Buenaventura, and the County of Ventura (the "member agencies"); and

WHEREAS, each of the cities is municipal corporation of the State of California, and the County of Ventura is a political subdivision of the State of California; and

WHEREAS, through the Agreement, the member agencies by a joint exercise of their common power created and constituted a public transportation entity separate and distinct from each member agency, to own, operate and administer a public transportation system to be governed by a Board of Directors composed of five members; and

WHEREAS, from time to time the Board of Directors, with the approval of the governing bodies of the member agencies, has amended or revised the Agreement to meet the needs of SCAT, the member agencies, the transit system and the public; and

WHEREAS, on April 4, 2007 the Board of Directors approved certain revisions to the Agreement and authorized the SCAT general manager to request approval of those revisions by the governing body of each member agency; and

WHEREAS, the city councils of each municipal member agency and the Ventura County Board of Supervisors approved and duly adopted the revisions to the Agreement on the following dates: City of Ojai, May 8, 2007; City of Oxnard, May 15, 2007; City of Port Hueneme, May 16, 2007; City of San Buenaventura, June 4, 2007; and County of Ventura, June 5, 2007; and

WHEREAS, the Board of Directors hereby ratifies the revision of the Agreement, as approved by the member agencies.

NOW, THEREFOR, BE IT RESOLVED that the Board of Directors authorizes and directs the SCAT general manager to file the Agreement, as revised on June 6, 2007, with the Secretary of State of California within thirty (30) days of this action;

BE IT FURTHER RESOLVED THAT the Agreement, as revised on June 6, 2007, supersedes and replaces the SCAT Joint Powers Agreement dated July 17, 1973 as amended August 4, 1973; January 16, 1975; March 12, 1975; October 27, 1977; January 16, 1980; July 1, 1994; November 2, 1994 and July 1, 1997.

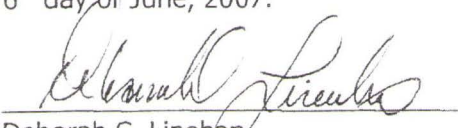
PASSED AND ADOPTED THIS 6th DAY OF JUNE, 2007.



William Fulton
Vice Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Board of Directors of South Coast Area Transit at a regular meeting thereof held on the 6th day of June, 2007.



Deborah C. Linehan
Secretary of the Board