Item #5

Meeting Summary

VENTURA COUNTY TRANSPORTATION COMMISSION

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

CAMARILLO CITY HALL
601 CARMEN DRIVE
CAMARILLO, CA
FRIDAY, OCTOBER 1, 2010
10:00 AM

Members Present:

Bill Fulton, Vice Chair
Ralph Fernandez
Brian Humphrey
Kathy Long
Michael Morgan
Dean Maulhardt
Keith Millhouse
Jon Sharkey
Linda Parks
Carol Smith
Steve Sojka
Patti Walker
John Zaragoza
Mike Miles, Caltrans

Call To Order

Pledge of Allegiance

Roll Call

Public Comments for those items not listed in this agenda - ***NO PUBLIC COMMENTS***

APPROVE SUMMARY FROM SEPTEMBER 10, 2010 REGULAR VCTC MEETING – ***APPROVED (Commissioner Long Abstained)***

CALTRANS REPORT- ***MIKE MILES GAVE UPDATES ON THE VENTURA/SANTA BARBARA HOV PROJECT AND THE STATE BUDGET IMPACTS***

EXECUTIVE DIRECTOR REPORT

Lewis Road Project Ribbon-Cutting – Invitations will be mailed by the County of Ventura next week for the ribbon cutting ceremony of the last phase of the Lewis Road widening project. The ceremony is scheduled for October 28th from 10 to noon at the Camarillo Metrolink Station on Lewis Road.

Rideshare Week – Next week, October 4-8 is Rideshare Week, our annual promotion to highlight the benefits of ridesharing and to encourage commuters to take personal responsibility for reducing traffic and smog by sharing the ride. Participants will be eligible to win our grand prize, an Apple iPad, or several other prizes such as visa gift cards, by pledging to carpool, vanpool, take the bus or train, walk, ride a bike or telecommute one or more days next week.

SB 375 Green House Gas Emission Reduction Targets - On September 23rd the California Air Resources Board took an action setting Greenhouse Gas (GHG) reduction targets for MPOs across the State. As it relates to the SCAG region, ARB set the GHG reduction target for 2020 at 8% per capita and in recognition of the action taken by SCAG's Regional Council, ARB conditionally set the GHG reduction target for 2035 at 13% pending further discussion with SCAG staff. ARB will finalize SCAG's 2035 GHG reduction target in February of 2011.

ADDITIONS/REVISIONS

THE CLOSED SESSION WILL BE MOVED TO AFTER THE CONSENT CALENDAR BECAUSE IT IS RELATED TO ITEM #15.

ITEM #14, CALLBOX MAINTENANCE AGREEMENT WILL BE CONTINUED TO THE NOVEMBER 5, 2010 MEETING.

CONSENT CALENDAR – *All Items APPROVED as presented*

9A. RAIL OPERATIONS UPDATE - Receive and file.

9B. AGRICULTURE WORKER VANPOOL PROGRAM UPDATE- Receive and file.

9C. SUBLEASE REQUEST FROM CITY OF SANTA PAULA - Consent to the request from the City of Santa Paula to sublease a portion of the Santa Paula Branch Line (SPBL) non-operating property next to the Mill Building in the City of Santa Paula for use as a parking lot, conditional upon additional property ownership and indemnification language being incorporated into the sublease agreement.

9D. 2011 VCTC REGULAR MEETING SCHEDULE - Adopt the schedule of regular monthly VCTC meeting dates for 2011.

9E. AGREEMENT WITH VENTURA TRANSIT SYSTEM, INC. TO RECEIVE FEDERAL TRANSIT ADMINISTRATION (FTA) NEW FREEDOM FUNDS - Approve an agreement with the Ventura Transit System, Inc. to receive $362,468 in FTA New Freedom funds for purchase of accessible taxicabs.

9F. CLAIM BY BRANDI LEE, LILEE ROSE, AND JONAH ANDREW TILLERY - Deny the claim of Brandi Lee, Lillee Rose and Jonah Andrew Tillery

9G. SANTA PAULA BRANCH LINE(SPBL) RIGHT-OF-WAY DONATION AGREEMENT

- Approve the Trail Easement Deed and Right-Of-Way Donation to VCTC from International Paper Inc. for the purposes of construction and operation of a multipurpose public recreational trail along the Santa Paula Branch Line in the City of Santa Paula..
- Authorize the Executive Director to sign the documents on behalf of the Commission.

19. CLOSED SESSION – *NO REPORTABLE ACTION*
CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9--1 matter. Based on attempted recovery by VCTC of overpayments made to Fillmore & Western Railroad Co.

10. FISCAL YEAR 2010/11 TRANSIT PROGRAM OF PROJECTS – PUBLIC HEARING
THERE WERE NO SPEAKERS FOR THE PUBLIC HEARING
Approve the attached final Program of Projects for all areas for FY 2010/11.
APPROVED

11. 2010 FEDERAL TRANSIT ADMINISTRATION (FTA) TRIENNIAL REVIEW
Direct staff to proceed with development of the Santa Paula Commuter Bus route deviation service, subject to final approval of the route deviation fare at the November meeting.
APPROVED

12. LEGISLATIVE UPDATE AND MATRIX, POSITIONS ON HR 6150(GALLEGLY) AND PROP 22
- Adopt Support position on Proposition 22.
- Adopt Watch position on HR 6150 (Gallegly).
- Receive and file legislative report and matrix.

APPROVED by 9-4 Vote.

13. CORRIDOR SYSTEM MANAGEMENT PLAN FOR HWY 101 VENTURA/SANTA BARBARA
RECEIVED AND FILED.

14. CALL BOX MAINTENANCE AGREEMENT- *REMOVED*

15. SANTA PAULA BRANCH LINE OPERATIONS AND MAINTENANCE CONTRACT
- Effective October 1, 2010 administer maintenance agreements as originally approved by the Commission.
- Authorize the Executive Director to renegotiate multiple leases along the SPBL for maintenenace and operations on the SPBL corridor.
- Approve amendment to the FY 10/11 Santa Paula Branch Line (SPBL) project budget to include additional lease revenues of $31,000 and signal revenues of $18,100 to fund the SPBL maintenance contract for the entire fiscal year.

APPROVED

16. MARKETING UPDATE - *RECEIVED AND FILED*

17. GENERAL COUNSEL'S REPORT

18. AGENCY REPORTS

20. ADJOURN
The next Commission meeting is scheduled to be held at 9:00 a.m. Friday**, November 5**, 2010, Camarillo City Hall, City Council Chambers, 601 Carmen Drive, Camarillo.

Item # 9A

November 5, 2010

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **MARY TRAVIS, MANAGER, TRANSPORTATION DEVELOPMENT ACT AND RAIL PROGRAMS**

SUBJECT: **RAIL OPERATIONS UPDATE**

RECOMMENDATION:

- Receive and file.

DISCUSSION:

Metrolink Ridership:

Attached are a table and chart that summarize the Ventura Line ridership for the past several years through September 2010, including station-by-station counts of passengers boarding in the morning peak-hour period.

Metrolink On-Time Performance:

The Ventura Line's on-time performance (trains arriving within five minutes of scheduled time) continued to be very good. Overall, during the month of August, 93% of the inbound trips and 97% of the outbound trips ran on-time. There were no significant delays to any Ventura Line trains.

Metrolink Board Reviews Positive Train Control Plan Implementation:

The Metrolink staff is continuing to move ahead on implementation of a Positive Train Control (PTC) system in the Metrolink service area. Also involved in the planning efforts are representatives from Amtrak as well as BNSF and UP, the two freight operators in southern California. The PTC project will install track wayside and locomotive sensors that will halt trains should the system sense a pending collision.

Although federal regulations require PTC be in place on all passenger rail operations by 2015, Metrolink is still committed to an earlier implementation in 2012. Unfortunately, funding for PTC has been delayed by the State budget approval impasse. However, local agencies have agreed to substitute local funds if necessary to keep the current PTC schedule in place.

Holiday Train Schedule:

Metrolink will be running a special holiday train again this year. The train is operated in cooperation with the annual firefighters “Spark of Love” toy collection drive. The train is decorated with thousands of holiday lights and will carry Santa Claus from station to station during several nights in December. Unfortunately, due to budget constraints, the special train will be making fewer stops this year in the five-County Metrolink system area. However, the train will be at Camarillo and Moorpark stations on Sunday December 19^{th}.

Santa Paula Branch Line (SPBL) Operations:

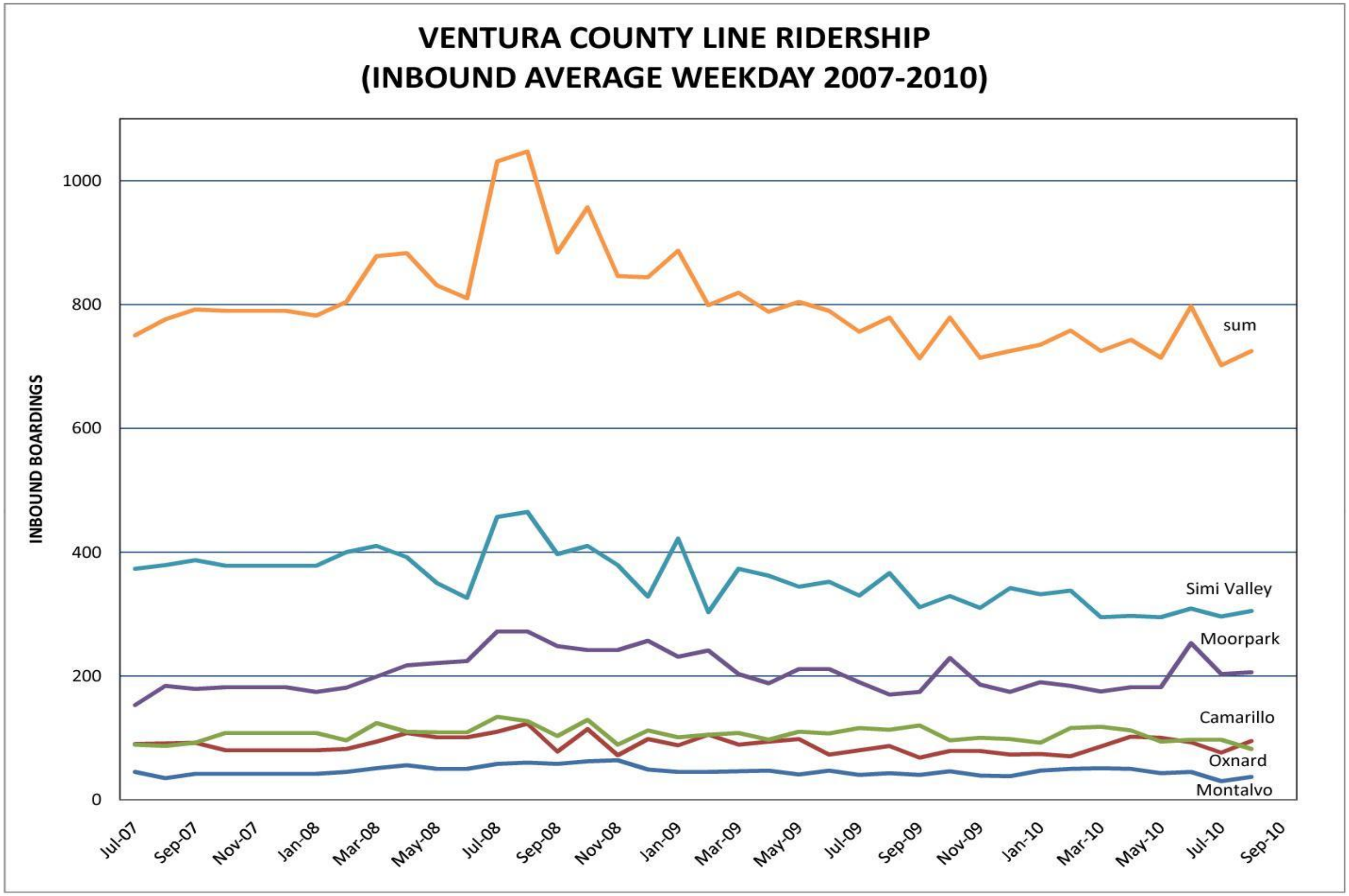
Staff is continuing to work with F&W and UP on generating additional revenues for the SBPL with the goal of making this vital asset self-sustaining in the near future. We will continue to meet regularly with the Commission’s Santa Paula Branch Line Advisory Committee (SPBLAC) and will update the Commission as progress is made.

Property Leases

Staff has been working with F&W to review the existing SPBL leases to determine if additional revenues can be generated to offset the ongoing maintenance work. While it does not appear that significant additional revenues can be found at this time, there is some opportunity to approach leaseholders about adding property to their existing leases and bringing in more money; we will continue this effort.

Union Pacific (UP) Railroad

VCTC’s agreement with UP requires the Commission maintain the tracks between Montalvo and Santa Paula without charge as long as UP runs freight on the Line. They currently have one customer, International Paper, with deliveries/pickups by rail three times a week. Staff is continuing discussion with UP and F&W to possibly establish a transloading arrangement, where the freight would be shifted from UP to F&W near Montalvo. In this type of arrangement, UP would pay F&W to transport freight to the existing UP customer i.e. International Paper, however, F&W could also provide other freight hauling opportunities to customers all along the SPBL corridor. It is possible additional freight customers could be added. This hasn’t been a priority in the past because UP got all the revenue while VCTC shouldered all the costs. Staff will continue working with both UP and F&W on this potential new source of revenue to support F&W operations.



VENTURA COUNTY LINE RIDERSHIP
(INBOUND AVERAGE WEEKDAY 2007-2010)
INBOUND BOARDINGS
1000
800
600
400
200
0
sum
Simi Valley
Moorpark
Camarillo
Oxnard
Montalvo
Jul-07
Sep-07
Nov-07
Jan-08
Mar-08
May-08
Jul-08
Sep-08
Nov-08
Jan-09
Mar-09
May-09
Jul-09
Sep-09
Nov-09
Jan-10
Mar-10
May-10
Jul-10
Sep-10

MO/YR	Ventura County Line	VC County Portion	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA	NOTES
Sept-10	3,600	1,967	39,068	296	
Aug-10	3,505	1,911	38,275	287	
Jul-10	3609	1,960	38,709	289	6% fare increase and restructuring
Jun-10	3746	2,153	40,085	319	
May-10	3755	2,145	40,688	325	
Apr-10	3667	2,108	40,419	327	
Mar-10	3811	2,069	40,629	287	
Feb-10	3757	2,048	40,596	376	
Jan-10	3,694	1,983	40,765	325	
Dec-09	3,297	1,655	37,532	303	recession
Nov-09	3,559	1,872	40,813	325	recession
Oct-09	3,762	2,021	41,776	340	recession
Sep-09	3,782	1,875	40,878	298	recession
Aug-09	3,658	1,651	39,802	307	3% fare increase, recession

INBOUND BOARDINGS*

	Montalvo	Oxnard	Camarillo	Moorpark	Simi Valley	Ventura Cnty Total	Total Line
Sep-10	43	100	87	221	330	781	1,502
Aug-10	37	95	82	206	305	725	1,320
Aug-09	43	87	113	170	366	779	1,353
Aug-08	60	123	127	272	465	1,047	1,838
Aug-07	35	91	87	184	379	776	1,446
Aug-06	37	86	91	206	384	804	1,502
Aug-05	34	74	58	111	206	483	1,236
Aug-04	19	60	66	141	318	604	1,243
Aug-03	21	64	47	151	263	546	1,260
Aug-02	0	94	71	165	238	568	1,232
Aug-01	0	94	71	193	310	668	1,203
Aug-00	0	82	70	172	308	632	1,177

* on Metrolink trains

Item #9B

November 5, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PRORAMMING DIRECTOR

SUBJECT: SECTION 13(c) LABOR AGREEMENT

RECOMMENDATION

- Approve the attached agreement with the Service Employees International Union (SEIU), Local 721, as required for VCTC's Fiscal Year (FY) 2010/11 federal transit grant applications with the Federal Transit Administration.

BACKGROUND

VCTC staff will be filing grant applications with the Federal Transit Administration (FTA) to fund VCTC's FY 2010/11 federal transit projects and other local agency projects. As with all federal transit grant applications, we are required to enter into a U.S. Department of Labor certified agreement, commonly referred to as 13(c), with the SEIU which represents both Gold Coast Transit and Simi Valley Transit employees. Federal law requires that we protect the jobs of union represented public transit workers and ensure that transit employees be compensated if jobs were lost as a direct result of proposed projects. Specifically, the federal government requires that the protective arrangements include:

- Preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements;
- Continuation of collective bargaining rights;
- Protection of individual employees against worsening of their positions with respect to their employment;
- Assurances of employment and priority of reemployment;
- Paid training or retraining programs.

These protective arrangements are included in the proposed Agreement (attached). The Agreement was developed a few years ago in cooperation with SEIU Local 998 and the United States Department of Labor. It is identical to the Agreement approved by the Commission for all previous grant applications over the past years. The agreement is now signed instead by SEIU Local 721 which represents Ventura County transit workers at this time.

None of the projects to be included in the grant application pose a risk to either Gold Coast Transit or Simi Valley Transit employees. All projects to be included in the grant applications are in VCTC's FY 2010/11 Program of Projects (POP) for FTA Sections 5307 funds, or will be included in the Program of Projects to be approved based on the upcoming call for projects for 5316 and 5317 funds.

ATTACHMENT

AGREEMENT PURSUANT TO SECTION 13 (C) OF THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED

WHEREAS, the Ventura County Transportation Commission ("Public Body"), has filed applications under the Urban Mass Transportation Act of 1964, as amended ("Act"), to contract for new public transportation services on a demonstration basis, as more fully described in the project applications ("Project"); and

WHEREAS, the Public Body's Project services will operate in the vicinity and service area of the regular mass transit route carriers named in Appendix "A" attached hereto, whose potentially affected employees are employed by Gold Coast Transit and represented by the Service Employees International Union, AFL-CIO, CLC, Local 721 ("Union"); and

WHEREAS, Sections 3(a), (4), 9(e)(1) and 13 (c) of the Act require, as a condition of any such assistance, that suitable fair and equitable arrangements be made to protect urban mass transportation industry employees affected by such assistance and

WHEREAS, the parties have agreed upon the following arrangements as fair and equitable;

NOW, THEREFORE, it is agreed that the following terms and conditions shall apply and shall be specified in any contract governing such federal assistance to the Public Body;

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect the employees represented by the Union. It shall be an obligation of the Public Body and any other legally responsible party designated by the Public Body to ensure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of the employees represented by the Union. The term "Project", as used in this Agreement, shall not be limited to the particular facility, service, or operation assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project" shall, when used in this Agreement, include events occurring in anticipation of, during, and subsequent to the Project including any project which follows this project and any program of efficiencies or economies related thereto or traceable to the assistance provided and shall also include requirements relative to the federal program of assistance under the Act generally which are or may be imposed by or on behalf of the United States Government or any department or agency thereof; provided, however, that the volume rises and falls of business, or changes in volume or character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this Agreement.

The parties agree that the first two sentences of the preceding paragraph shall be interpreted in accordance with the U.S. Department of Labor's Rural Transportation Employees Protection Guidebook, pp. 5-6 (1979), which reads as follows:

The first two sentences of this section express the general requirement that employee rights and interest be protected from affects of a Project. Initially, this means that Recipients and any other legally responsible party in designing and implementing a Project must consider the effects a project may have on employees and attempt to minimize any adverse effects. If objectives can be met without adversely affecting employees it is expected that adverse effects will be avoided. In the context of particular Project events, this paragraph is to be read in conjunction with other provisions or the Warranty. It thereby serves to emphasize the specific statutory requirements that employees be protected against a worsening of their employment conditions, and receive offsetting benefits to make them "whole" when unavoidable impacts occur.

(2)(a) The Public Body or legally responsible party shall provide to the unions representing the employees affected thereby sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangement of the working forces. Such notice shall be provided by certified mail to the Union representatives of such employees. The notice shall contain a full and adequate statement of the proposed changes, and the number and classifications of any jobs in the Public Body's employment or the employment of Gold Coast Transit, or otherwise within its member jurisdictions and/or control, available to be filled by such affected employees.

(2)(b) At the request of either the Public Body or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this Agreement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this Agreement. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protection, including those specifically mandated by Section 13(c) of the Act[1], the Public Body agrees to be bound by this Agreement, including those terms and conditions of Appendix C-1 which are attached hereto as Appendix "B."

(4)(a) Any dispute or controversy arising regarding the Application, interpretation, or enforcement of any of the provisions of this Agreement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be submitted at the written request of the Public Body, or other party at interest, or the Union to a board of arbitration to be selected as hereinafter provided. One arbitrator is to be chosen by each interested party, and the arbitrators thus selected shall endeavor to select a neutral arbitrator who shall serve as chairman. Each party shall appoint its arbitrator within five (5) days after notice of submission to arbitration has been given. Should the arbitrators selected by the parties be unable to agree upon the selection of the neutral arbitrator within ten (10) days after notice of submission to arbitration has been given, then the arbitrator selected by any party may request the American Arbitration Association to furnish, from among members of the National Academy of Arbitrators who are then available to serve, five (5) arbitrators from which the neutral arbitrator shall be selected. The arbitrators appointed by the parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. If any party fails to select its arbitrator within the prescribed time limit, the highest officer of the Union or of the Public Body, or other party at interest, or their nominees, as the case may be, shall be deemed to be the selected arbitrator, and the board of arbitration shall then function and its decision shall have the same force and effect as though all parties had selected their arbitrators. The board of arbitration shall meet within fifteen (15) days after the selection or appointment of the neutral arbitrator and shall render its decision within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. Awards made pursuant to said arbitration may include full back pay and allowances to employee-claimants and such other remedies as may be deemed appropriate and equitable. In a two-party arbitration, the decision by majority vote of the arbitration board shall be final and binding as the decision of the arbitration board, otherwise, in arbitrations of more than two parties at interest, the decision shall be that of the impartial arbitrator. The salaries and expenses for the impartial arbitrator shall be borne equally by the parties to the proceedings, and other expenses shall be paid by the party incurring them. All conditions of the Agreement shall continue to be effective during the arbitration proceedings.

(4)(b) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the employee's obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Public Body, or other party legally responsible for the application of these conditions, to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee (Hodson's Affidavit in Civil Action No. 825-71).

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[1]/ Such protective arrangement shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual empoloyees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangement shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to Section 5(2) (f) of the Act of February 4, 1987 (24 Stat. 379), as amended, currently codified at 49 U.S.C. §11347.

(5) The Public Body, or other legally responsible party designated by the public Body, will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employees, may file a claim alleging a violation of these arrangements with the Public Body within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his or her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitations shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(6) Nothing in this Agreement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this Agreement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, the employee shall be granted priority of employment or reemployment to fill any vacant position within the jurisdictions and/or control of the Public Body for which the employee is, or by training or retraining within a reasonable period can become, qualified. In the event training or retraining is required by such employment or reemployment, the Public Body, or other legally responsible party designated by the Public Body, shall provide for such training or retraining at no cost to the employee.

(8) This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by reason of the arrangements made by or for the Public Body to manage and operate the system or administer the contract for that purpose.

Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management, provision and/or operation of the system, or any part or portion thereof, or any mass transportation in the urbanized area of the Project under contractual arrangements of any form with the Public Body, its successors or assigns, shall agree, and as a condition precedent to such contractual arrangements, the Public Body, its successors or assigns, shall require such person, enterprise, body, or agency to agree to abide by the terms of this Agreement.

(9) Any other union which is the collective bargaining representative of urban mass transportation employees in the service area of the Public Body who may be affected by the assistance to the Public Body within the meaning of 49 U.S.C. §1609(c) other than those employed by a service contractor of the Public Body and working on the system, may become a party to this Agreement, by serving written notice of its desire to do so

upon the other union representatives of the employees affected by the Project, the Public Body, and the Secretary of Labor. In the event of any disagreement that such labor organizations should become a party of this Agreement, then the dispute as to whether such labor organization shall participate shall be determined by the Secretary of Labor.

(10) In the event the Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that the arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or the employee's representative, in accordance with its terms, nor shall any other employee protective agreement or collective bargaining agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(11) This protective agreement/arrangement shall be effective and in full force according to its terms from year to year during the period of the Federal Contract of Assistance and/or thereafter, for as long as necessary to satisfy its intended purpose to protect potentially affected employees from the impact of Federal assistance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this _______ day of _______________, 2010.

VENTURA COUNTY TRANSPORTATION COMMISSION

By ____________________________ Date: _______________
Dennis Gillette, Chair

APPROVED AS TO FORM:

By ____________________________ Date: _______________
Mitchel B. Kahn, General Counsel

SERVICE EMPLOYEES INTERNATIONAL UNION,
AFL-CIO, CLC LOCAL 721

By ____________________________ Date: _______________
Sandra Stewart

APPENDIX "A"

Carrier	**Union**
Gold Coast Transit	**SEIU Local 721**

Appendix "B"

EMPLOYEE PROTECTIONS DIGEST

APPENDIX C-1

The scope and purpose of this Appendix are to provide, pursuant to section 405 of the Act, for fair and equitable arrangements to protect the interests of employees of Railroads affected by discontinuances of Intercity Rail Passenger Service subject to section 405 of the Act; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this Appendix.

ARTICLE I

1. DEFINITIONS – The definitions in Article I of the Agreement and in the Act apply in this Appendix and in the event of conflict in definitions, those in the Act shall be controlling. In addition, whenever used in this Appendix, unless its context requires otherwise:

   (a) "Transaction" means a discontinuance of Intercity Rail Passenger Service pursuant to the provisions of the Act.

   (b) "Displaced employee" means an employee of Railroad who, as a result of a transaction is placed in a worse position with respect to his compensation and rules governing his working conditions, unless changed by future collective bargaining agreements or applicable statutes.

   (c) "Dismissed employee" means an employee of Railroad who, as a result of a transaction is deprived of employment with Railroad because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of a transaction.

   (d) "Protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of 6 years therefrom, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employee was in the employ of Railroad prior to the date of his displacement or his dismissal. For purposes of this Appendix, an employee's length of service shall be determined in accordance with the provisions of section 7 (b) of the Washington Job Protection Agreement of May, 1936.

2. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of Railroad's employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.

3. Nothing in this Appendix shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided, that there shall be no duplication or pyramiding of benefits to any employees, and, provided further, that the benefits under this Appendix, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits.

4. When Railroad contemplates a transaction after May 1, 1971, it shall give at least twenty (20) days written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of Railroad (including terminal companies and other enterprises covered by Article III of this Appendix) and by sending registered mail notice to the representatives of such interested employees; if Railroad contemplates a transaction on May 1, 1971 it shall give the notice as soon as possible after the signing of this Agreement, prior to May 1, 1971. Such notice shall contain a full and adequate statement of the proposed changes to be effected by such transaction, including an estimate of the number of employees of each class affected by the intended changes.

   At the request of either Railroad or representatives of such interested employees, negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this Appendix shall commence immediately and continue for not more than twenty (20) days from the date of notice. Each transaction which will result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces from all employees involved on basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this section 4. If at the end of the twenty (20) day period there is a failure to agree, the negotiations shall terminate and either party to the dispute may submit it for adjustment in accordance with the following procedures:

   (a) Within five (5) days from the termination of negotiations, the parties shall select a neutral referee and in the event they are unable to agree within said five (5) days upon the selection of said referee, then the National Mediation Board shall immediately appoint a referee.

(b) No later than twenty (20) days after a referee has been designated a hearing on the dispute shall commence.

(c) The decision of the referee shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the commencement of the hearing of the dispute.

(d) The salary and expenses of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

Notwithstanding any of the foregoing provisions of this section, at the completion of the twenty (20) day notice period or on May 1, 1971, as the case may be, Railroad may proceed with the transaction, provided that all employees affected (displaced, dismissed, rearranged, etc.) shall be provided with all the rights and benefits of this Appendix from the time they are affected through to expiration of the seventy-fifth (75th) day following the date of notice of the intended transaction. This protection shall be in addition to the protection period defined in Article I, Paragraph (d). If the above proceeding results in displacement, dismissal, rearrangement, etc. other than as provided by Railroad at the time of the transaction pending the outcome of such proceedings, all employees affected by the transaction during the pendency of such proceedings shall be made whole.

5. <u>DISPLACEMENT ALLOWANCES</u> – (a) So long after a displaced employee’s displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall, during his protective period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

   Each displaced employee’s displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of this displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above “total compensation” and the “total time for which he was paid” shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter); provided further, that such allowance shall also be adjusted to reflect subsequent general wage increases.

If a displaced employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(b) If a displaced employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement or dismissal for justifiable cause.

6. <u>DISMISSAL ALLOWANCES</u> – (a) A dismissed employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending Hours of Service Act of 1907 been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter); provided further that such allowance shall also be adjusted to reflect subsequent general wage increases.

(b) The dismissal allowance of any dismissed employee who returns to service with Railroad shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 5.

(c) The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and Railroad shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employee in employment other than with Railroad, and the benefit received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the Railroad from which he was dismissed after being notified, or with the National Railroad Passenger Corporation after appropriate notification, if his return does not infringe upon employment rights of other employees under a working agreement.

7. SEPARATION ALLOWANCE – A dismissed employee entitled to protection under this Appendix, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this Appendix) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1936.

8. FRINGE BENEFITS – No employee of Railroad who is affected by a transaction shall be deprived during his protective period of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of Railroad, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

9. MOVING EXPENSES – Any employee retained in the service of Railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction, and who within his protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses of himself and members of his family, including living expenses for himself and his family and for his own actual wage loss, not to exceed three working days, the exact extent of the responsibility of Railroad during the time necessary for such transfer and for a reasonable time thereafter and the ways and means of transportation to be agreed upon in advance by Railroad and the affected employee or his representatives; provided, however, that changes in place of residence which are not a result of the transaction, which are made subsequent

to the initial change or which grow out of the normal exercise of seniority rights, shall not be considered to be within the purview of this Section; provided further, that the Railroad shall, to the same extent provided above, assume the expenses, etc. for any employee furloughed within three (3) years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claim for reimbursement shall be paid under the provisions of this Section unless such claim is presented to Railroad within 90 days after the date on which the expenses were incurred.

10. Should Railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employee of benefits to which he otherwise would have become entitled under this Appendix, this Appendix will apply to such employee.

11. ARBITRATION OF DISPUTES – (a) In the event Railroad and its employees or their authorized representatives cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this Appendix, except Section 4 and 12 of this Article I, within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or the highest officer designated by Railroad, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree to a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.

(b) In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event Railroad will be entitled to appoint additional representatives so as to equal the number of labor organization representatives.

(c) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(d) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(e) In the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the Railroad's burden to prove that factors other than a transaction affected the employee.

12. LOSSES FROM HOME REMOVAL – (a) the following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of Railroad (or who is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment within his protective period as a result of the transaction and is therefore required to move his place of residence:

(i) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by Railroad for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the move in question shall be determined as of a date sufficiently prior to the date of the transaction so as to be unaffected thereby. Railroad shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other person.

(ii) If the employee is under a contract to purchase his home, Railroad shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligation under his contract.

(iii) If the employee holds an unexpired lease of a dwelling occupied by him at his home, Railroad shall protect him from all loss and cost in securing the cancellation of said lease.

(b) Changes in place of residence which are made subsequent to the initial changes caused by the transaction and which grow out of the normal exercise of seniority rights, shall not be considered to be within the purview of this Section.

(c) No claim for loss shall be paid under the provisions of this Section unless such claim is presented to Railroad within 1 year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employees, or their representatives and Railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and one by Railroad, and these two, if unable to agree within 30 days upon a valuation, shall endeavor by agreement within 10 days thereafter to select a third appraiser shall be selected, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

ARTICLE II

1. Any employee who is terminated or furloughed as a result of a transaction shall, if he so requests, be granted priority of employment or reemployment to fill a position comparable to that which he held when terminated or furloughed, even though in a different craft or class, on Railroad which he is, or by training or retraining physically and mentally can become, qualified, not however, in contravention of collective bargaining agreements relating thereto.

2. In the event such training or retraining is requested by such employee, Railroad shall provide for such training or retraining at no cost to the employee.

3. If such a terminated or furloughed employee who has made a request under sections 1 or 2 of this Article II fails without good cause within 10 calendar days to accept an offer of a position comparable to that which he held when terminated or furloughed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such 10 day training, forfeit all rights and benefits under this Appendix.

ARTICLE III

Subject to this Appendix, as if employees of Railroad, shall be employees, if affected by a transaction, of separately incorporated terminal companies which are owned (in whole or in art) or used by Railroad and employees of any other enterprise within the definition of common carrier by railroad in Section 1(3) of Part I of the Interstate Commerce Act, as amended, in which Railroad has an interest, to which Railroad provided facilities, or with which Railroad contracts for use of facilities, or the facilities of which Railroad otherwise uses; except that the provisions of this Appendix shall be suspended with respect to each such employee until and unless he applies for employment with each owning carrier and each using carrier and to the National Railroad Passenger Corporation; provided that said carriers and the National Railroad Passenger Corporation shall establish one convenient central location for each terminal or other enterprise for receipt of one such application which will be effective as to all said carriers and the Corporation and Railroad shall notify such employees of this requirement and of the location for receipt of the application. Such employees shall not be entitled to any of the benefits of this Appendix in the case of failure, without good cause, to accept comparable employment, which does not require a change in place of residence, under the same conditions as apply to other employees under this Appendix, with the National Railroad Passenger Corporation or any carrier for which application for employment has been made in accordance with this section.

ARTICLE IV

Employees of Railroad who are not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under these terms and conditions.

In the event any dispute or controversy arises between Railroad and an employee not represented by a labor organization with respect to the interpretation, application or enforcement of any provision hereof which cannot be settled by the parties within 30 days after the dispute arises, either party may refer the dispute to the Secretary of Labor for determination. The determination of the Secretary of Labor, or his designated representative, shall be final and binding on the parties.

ARTICLE V

1. It is the intent of this Appendix to provide employee protections which meet the requirements of Section 405 of the Act and are not less than the benefits established pursuant to Section 5(2)(f) of the Interstate Commerce Act. In so doing, changes in wording and organization from arrangements earlier developed under section 5(2)(f) have been necessary to make such benefits applicable to contemplated discontinuances of intercity rail passenger service affecting a great number of railroads throughout the nation. In making such changes it is not the intent of this Appendix to diminish such benefits. Thus, the terms of this Appendix are to be resolved in favor of this intent to provide employee protections and benefits no less than those established pursuant to Section 5(2)(f) of the Interstate Commerce Act.

2. In the event any provision of this Appendix is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Appendix shall not be affected, and such provision shall be renegotiated and resubmitted to the Secretary of Labor for certification pursuant to Section 405 of the Act.

Item #9C

November 5, 2010

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **PETER DE HAAN, PRORAMMING DIRECTOR**

SUBJECT: **LEGISLATIVE UPDATE AND MATRIX – POSITION ON FEDERAL DELEGATION TO CALTRANS OF NATIONAL ENVIRONMENTAL POLICY ACT RESPONSIBILITIES**

RECOMMENDATION:

- Adopt Support position for Federal extension of delegation to Caltrans of National Environmental Policy Act (NEPA) responsibilities.
- Receive and file legislative report and matrix.

BACKGROUND:

Federal Issues

As part of the prior Federal transportation authorization act, the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETE-LU), the Federal Highway Administration (FHWA) was authorized to establish a pilot program to delegate authority for NEPA environmental clearance approval to up to five state transportation departments. To accept responsibility for NEPA approval, the State Legislature passed AB 1039, which VCTC supported. Caltrans underwent a rigorous certification process, and in mid-2007 received FHWA's delegation of authority to approve federal environmental documents. No other state has requested delegation of environmental clearance responsibility under the pilot program. The authorization for the program expires on August 10, 2011.

As required by the state authorizing legislation, Caltrans has prepared an analysis of the effectiveness of the environmental approval delegation, and concluded that since it assumed responsibility from FHWA for environmental approval under NEPA, there has been a significant reduction in project environmental processing time, amounting to 17 months on average for projects requiring an Environmental Assessment / Finding of No Significant Impact, and possibly more for projects requiring an Environmental Impact Statement. At the same time, Caltrans review and the continuing FHWA monitoring have demonstrated that there has been no degradation in environmental standards. The benefits of the NEPA delegation to Caltrans extend both to projects that are directly administered by Caltrans, and projects administered by local agencies receiving federal funds through Caltrans. It is very possible that the environmental clearance for some Ventura County projects, specifically including the Route 101 Widening from Mussel Shoals to Carpinteria, would have taken longer were it not for the NEPA approval delegation.

Unless federal legislation is introduced and passed to extend the NEPA delegation pilot program, the authorization for FHWA to delegate environmental approval responsibility to Caltrans will expire in less than one year, which will likely lead to project delays due to a return to the prior system of FHWA environmental review of California's transportation projects. Staff therefore recommends the Commission adopt a position to support legislation to extend or make permanent the NEPA delegation pilot program.

State Issues

The State budget, as adopted by the Legislature, does not appear to make any significant changes to transportation funding, with the deal for the year's transportation finance having been largely addressed though the earlier fuel tax swap legislation. However, it appears there could be significant, although unknown, changes to the fuel tax swap, and thus to transportation funding, should the voters pass either Proposition 22 (the initiative to more strongly protect local government and local transportation funds) or Proposition 26 (the initiative to require a two-thirds vote to increase fees).

Although there was no significant transportation funding change in the budget as adopted by the Legislature, the Governor blue-penciled a portion of the Proposition 1A High Speed Rail feeder service funds. The Governor's veto does not appear to affect the funds from this source committed to Positive Train Control, but it removes $133 million that was to go to other projects, including $17.7 million which the Metrolink agencies had programmed for rehabilitation. The Governor's budget veto message stated that these funds should be available only for projects that improve service for high speed rail system feeders. Although Metrolink had not yet included these funds in its budget due to the uncertainty of the State bonds, the decision to block the use of Proposition 1A money for rehabilitation will complicate efforts to address Metrolink's inadequate rehabilitation resources.

One item of good news for VCTC in the State budget is that as expected sufficient State Transportation Improvement Program funds have been appropriated to allow repayment of the Lewis Road bonds on schedule.

Attached is the report of Tim Egan, VCTC's Sacramento representative, which provides further information on the State budget.

Capital Representation Group

October 22, 2010

To: Ventura County Transportation Commission
Darren Kettle
Peter DeHaan

Subject: LEGISLATIVE REPORT

<u>STATE BUDGET</u>

At approximately 7:20 a.m. on the morning of October 8, the State Legislature completed action on the $87.5 billion 2010-11 budget. The main budget bill (SB 870) and the 20 budget trailer bills were approved on the 100th day of the fiscal year which broke the previous record for approval of a delayed budget.

In May, 2010, the Schwarzenegger Administration estimated there would be a gap of $17.9 billion between General Fund resources and expenditures in 2010-11 under then existing laws and policies. To address this projected gap, the Legislature adopted a budget that included the following major elements:

- $6.8 billion of expenditure related cuts (including ongoing and temporary cost or service reductions in education through a suspension of Prop 98, and reductions in prison spending and health and human services spending).
- $5.4 billion in new federal funding (most of it not yet approved by Congress).
- $3.3 billion in revenue enhancements (including $1.4 billion higher annual baseline state revenues).
- $2.7 billion of largely one-time loans, transfers and fund shifts.

The budget package also included legislation to decrease pension benefits for newly hired state employees and revised the calculation for existing employees for their pension benefits upon retirement, and contained a proposed Constitutional Amendment – to go before the voters at a future statewide election – intended to increase the state's mandatory budgetary reserves.

The Legislature failed to approve the annual transportation "trailer bill" (SB 854) due primarily over opposition to a provision in the bill having to do with DUI checkpoints and vehicle impoundments. The trailer bill had an important provision that would have provided flexibility and clarification that local governments would not have been subject to the same maintenance of effort and other requirements under Prop 42 when they were apportioned their fuel excise tax revenues. The bill would have also allowed the state to borrow excess revenues from the gas excise tax and generate additional revenue by allowing private advertizing on the state's electronic billboards.

The “gas tax swap” approved in March of this year was left largely intact with an exception adopted as part of the 2010-11 Budget Act to allow the state to borrow the additional $650 million which was generated by the tax swap that would have gone to the STIP, cities and counties and SHOPP. The Budget Act will borrow this amount and proposes to repay it in 2013.

The Budget Act though contains a significant funding priority for public transportation and that is a three-year funding appropriation of $1.5 billion for the Public Transportation Modernization and Service Enhancement Account (PTMISEA) for transit capital and rolling stock purchases through FY 2012-13. The Budget Act also contains a $101 million appropriation for the Transit System Safety Security and Disaster Response Account (TSSSDRA) to fund enhanced safety programs for local transit operations.

The Governor did make substantial line-item reductions to the CALTRANS Capital Outlay Support Program and level of funding under Prop 1A to local commuter rail systems to provide connectivity to the high-speed rail system and support the intercity rail program. The specific line-item vetoes of note include:

- Eliminate $20 million and 296 personnel years for CALTRANS Capital Outlay Support Program. With this reduction $1.7 billion still remains to support CALTRANS work. The rationale for this line-item reduction was based on two points; the diminishing long-term workload due to winding down over the next thee years of the Prop 1B program, and that any increase in the capital outlay program should first be addressed through the contracting out of services under the provisions of Proposition 35 approved by the voters in 2000.

- Reduction in the level of Prop 1A funding available to local commuter rail systems from $146 million to $38 million and the level of capital outlay support for intercity rail from $88 million to $62 million. The Governor in his veto message did highlight and specifically earmarked the $38 million to fund the implementation of positive Train Control (PTC) in various local rail corridors, and $62 million to implement PTC on the various state intercity rail corridors. This combined funding earmark, along with the enactment this year of AB 1371 (Correa) to allow recipients of Prop 1A funds to pursue Letters of No Prejudice, should provide the necessary support for the initial development and implementation of PTC along the METROLINK and LOSSAN corridors. The Governor further noted in his veto message that “the High-Speed Rail Authority, CALTRANS and local jurisdictions should work together to develop a statewide strategy and associated list of projects that will best accomplish the goal of moving passengers between destinations… and provide for better connectivity to the high-speed rail system.”

With the adoption of the 2010-11 budget, the Legislature and Governor will have enacted over the past three fiscal years $103.6 billion in budget solutions. Even with these actions taken it is estimated that the new Governor will be looking at a minimum projected $10 billion budget shortfall for FY 2011-12.

Item #9D

November 5 , 2010

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **VICTOR KAMHI, BUS TRANSIT DIRECTOR**

SUBJECT: **AUTHORIZATION TO PROCEED WITH HERITAGE VALLEY SUSTAINABLE TRANSIT STUDY**

RECOMMENDATION:

- Authorize release of Request for Proposals to prepare a Heritage Valley Sustainable Transit Study pending authorization by Caltrans and the Southern California Association of Governments.
- Appoint a Heritage Valley Sustainable Transit Study Steering Committee consisting of the VCTC representatives from the Cities of Fillmore and Santa Paula, and the Ventura County Third District.
- Amend the VCTC 2010 budget in the amount of $67,800 ($$60,000 in FTA grant funds, $7,800 in STA fund balance) and expenditures in the amount of $67,800.

BACKGROUND:

In January 2010, the VCTC authorized submittal of a Community-Based Transportation Planning grant to Caltrans for $60,000, to be matched with $7,800 in State Transit Assistance funds. This grant request was to prepare a plan to provide community transit services in the Heritage Valley which will both meet the community needs and be fiscally sustainable. The grant was approved in August, subject to adoption of a state budget, which has now occurred.

Transit service in the Heritage Valley (Cities of Santa Paula and Fillmore, and the surrounding unincorporated area including Piru) has reached the point where there are no resources to meet the increasing demands for transit service. The purpose of this study is to determine the best way to continue meeting the transit needs of the Heritage Valley with the funds projected to be available through the coming decade.

The study is expected to have three major elements; analysis of the projected financial resources, transit use patterns and desires, and community outreach/participation. The effort will lead to a recommendation on how transit services should be structured in the Heritage Valley in the coming decade. Because of the existing financial conditions, this study will be accelerated as much as possible – without forgoing the necessary community participation. The funds will be used to hire a consultant.

Because transit service in the Heritage Valley is provided by VCTC for the Cities of Fillmore, Santa Paula, and the 3rd District County Supervisor, it is recommended that the VCTC Board members from those agencies be appointed to serve as a policy steering committee. In addition, a technical steering committee will be formed from staff of the same agencies, with assistance from the transit service providers.

Item #9E

November 5 , 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: VICTOR KAMHI, BUS TRANSIT DIRECTOR

SUBJECT: AUTHORIZATION TO PROCEED WITH HIRING A TRANSIT INTERN

RECOMMENDATION:

- Amend the VCTC 2010 budget (VISTA Fixed Route Bus Service) in the amount of $46,642 ($40,000 in FTA grant funds, $6,642 in STA fund balance) and expenditures in the amount of $46,642 for the purpose of hiring a part-time intern, pending final authorization to proceed from Caltrans and the Southern California Association of Governments.

BACKGROUND:

In January 2010, the VCTC authorized submittal of a FTA Section 5304 Transit Planning Internships grant to Caltrans for $40,000, to be matched with $6,642 in State Transit Assistance funds. The purpose of the intern will be to help VISTA "catch up" with a large number of work items pertaining to the VISTA bus system. The grant was approved in August, subject to adoption of a state budget.

VCTC has been operating VISTA transit services since 1994. The service has been managed and operated in an ad hoc manner, and has never developed policies, procedures, and processes which are typical of transit services. These include simple things, such as the rules dealing with food and drink on the vehicles, to more complicated issues, such as the amount of baggage allowed. In addition, VISTA staffing has been insufficient to do a comprehensive boarding and alighting study using the data developed from the Automated Passenger Counters which are on all VISTA buses.

The position is a temporary one. VCTC has a Transit Intern job classification, although there is no adopted compensation range. Based on comparable positions at Gold Coast Transit and Los Angeles Metro, an appropriate range is between $10- $14/hour, depending on the qualifications of the successful applicant.

Item #10

November 5, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING MANAGER

SUBJECT: UNITED STATES CENSUS BUREAU URBAN AREA BOUNDARIES

RECOMMENDATION:

- Approve attached letter commenting on a Census Bureau notice regarding Urban Area definition criteria.

BACKGROUND:

As was reported at last month's Commission meeting, every ten years the United States Census Bureau reviews and redefines the Urban Areas based on the results of the census, and considers changes to the way Urban Areas are designated. Although the Bureau considers its Urban Area definition function as a purely demographic exercise, under Federal law the configuration of these areas determines the apportionment for much of the Federal Transit Administration (FTA) funding, including Section 5307 Urban Area Formula funds, Section 5309 Fixed Guideway Modernization funds, Section 5316 Jobs Access and New Freedom funds, and Section 5317 New Freedom funds. The Bureau has now released proposed criteria for redefining and modifying the Urban Areas based on the 2010 census data, and provided an opportunity to comment through November 22nd. VCTC staff has continued to communicate with local agencies regarding this issue.

Based on the 2000 Census, Ventura County is divided into four Urban Areas, consisting of Oxnard/Ventura/Port Hueneme/Ojai, Thousand Oaks/Moorpark, Simi Valley, and Camarillo. At the October meeting, staff proposed the following priorities for the 2010 Urban Area definition criteria (in priority order):

1. Maintain separation between Ventura County and Los Angeles County, so that Ventura County does not have to share in the apportionment for Los Angeles-area transit agencies.
2. Maintain separation between Ventura County and the Santa Barbara area, so that Ventura County and the Santa Barbara area do not have to share an apportionment.
3. Provide separation between areas within Ventura County, so that as much of the County as possible can qualify to use FTA funds for operations. Simi Valley and Camarillo currently use FTA funds for operations but it will be difficult to retain this eligibility given the Census Bureau's intent to join areas having only short gaps between development.

Since the last meeting, there has been a significant additional issue raised, related to the impact of the Urban Area definitions on the federal transit funding formula. The FTA has issued a separate notice proposing to revise the transit funding formula, effectively eliminating funds generated by regional transit services that pass through small urban and rural areas. Comments on this notice are due to FTA by December 6th, and staff anticipates coming to the December meeting with a recommendation to strongly oppose this proposal. Staff is awaiting more detailed data from Metrolink staff, but at this time it appears the FTA proposal would result in a $2 – 3 million loss to the FTA formula revenue generated from VISTA and Metrolink services passing through Simi Valley and Camarillo, should these areas remain separate small areas. In addition, the proposal would cause a loss of several hundred thousand dollars for VISTA bus services in rural areas including Fillmore, Santa Paula, and California State University at Channel Islands. FTA has stated that this proposal is based on a revised interpretation of federal law governing the funding formula.

Although the FTA formula issue is different than the Urban Area definitions, the potential for FTA to eliminate a significant amount of VISTA and Metrolink funding associated with small urban areas raises the question of whether VCTC should still support maintaining Simi Valley and Camarillo as separate areas. On the other hand, the financial impact on local transit funding in Simi Valley and Camarillo, if combined with the large areas, must be recognized. Nevertheless, in view of the potential significant countywide loss of funds should the revised FTA funding formula be adopted while Simi Valley and Camarillo remain separate areas, staff recommends that VCTC take no position at this time on the issue of the smaller urban areas, but focus its comments solely on maintaining separation from Los Angeles and Santa Barbara. Instead, the attached comment proposes that the Census Bureau extend the comment period after providing additional information, as was done when the 2000 Census Urban Area Definition Criteria were proposed. Should the Census Bureau agree to a second comment period at a later date, the FTA could by that time have made a decision regarding the funding formula. Should that occur, it will then be possible to comment on the urban area definition while having a better understanding of the funding implications.

ATTACHMENT

November 5, 2010

Mr. Timothy Trainor, Chief
Geography Division
United States Census Bureau
Washington, DC 20233-7400

RE: Urban Area Definition Criteria

Dear Mr. Trainor:

The Ventura County Transportation Commission (VCTC) appreciates this opportunity to comment on the proposed Urban Area Definition Criteria proposed in your agency's August 24, 2010 Federal Register Notice. Our comments at this time focus on the criteria for splitting large urban agglomerations. The VCTC supports using existing jurisdictional boundaries as the basis for splitting urban agglomerations. As suggested in the Notice, delineation of the new Urban Areas along existing jurisdictional boundaries will increase the usefulness of Urban Area data. In addition, use of the existing jurisdictional boundaries will simplify the local administration of transportation funds that under federal law are apportioned to Urban Areas. The VCTC's understanding is that the proposed criteria would use the current Metropolitan Statistical Area boundaries as split locations, and since the current Statistical Area boundaries for Ventura County are identical to the county boundaries, this proposal would address the VCTC's concern.

The VCTC also supports the proposed population threshold of 1 million to trigger the splitting of urban agglomerations. In the case of Ventura County, a lower threshold could lead to the further splitting of the county. There is a long history of Ventura County being addressed as a single, separate statistical area, and therefore the urban area data would be most useful if it incorporates all of the Ventura County urban area without including any of the adjacent counties.

One specific example of the benefit of splitting along the Ventura County boundaries is the portion of the current Santa Barbara urbanized area that is within Ventura County. This area is a low density, narrow strip of coastline of over 11 miles, with many gaps between housing enclaves. The area does not fit the urbanized area definition in attempting to link outlying densely settled territory with the urbanized area core, but is rather a long, narrow, very low density, unincorporated territory separating two urban places, Carpinteria (Santa Barbara County) and Ventura (Ventura County) by 14 miles. VCTC does not believe this area should be used to connect urban agglomerations, but should either be considered rural or part of the Ventura County (Oxnard) urbanized area.

Without further information, the VCTC is uncertain how to comment on the overall Urban Area criteria. It would be helpful if the Census Bureau would extend the comment period and provide additional information, including possible real-world examples of how the proposed criteria would affect the Urban Area definitions. For example, the VCTC has been unable to determine the extent to which the proposed criteria would continue to create the "sawtooths" and "fingers" in the Urban Area shapes, or whether the change from Blocks to Tracks as the initial analysis units, or the changes in "hop" and "jump" criteria, will lead to greater merging together of Urban Areas. The VCTC recognizes that the Bureau has limited time available to complete the Urban Area designations, but if any additional information and time could be provided, it could lead to better comments on the proposal and ultimately to better and more accurate Urban Areas definitions.

Should you have any comments regarding this comment please contact Peter De Haan of my staff at (805) 642-1591, extension 106.

Sincerely,

Darren M. Kettle
Executive Director

Item #11

November 5 , 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: VICTOR KAMHI, BUS TRANSIT DIRECTOR

SUBJECT: VISTA FARE INCREASE

RECOMMENDATION:

- Reopen the VCTC public hearing to receive public comments regarding a proposal to modify the VISTA fare structure.
- Approve the proposed VISTA fare increases/modifications include:
  1. Increasing intercity fares within Ventura County from $1.00 to $1.25, and Senior/Disabled/Medicare cardholder fare increasing from $0.50 to $0.60. Increase monthly passes from $40 to $50 for adults, and from $20 to $25 for Senior/Disabled/Medicare cardholders.
  2. Increase VISTA Heritage Valley Dial-a-Ride (DAR) monthly passes from $16 to $20. Increase the DAR/VISTA 126 Daily pass from $3.00 to $3.50. Increase the VISTA Heritage Valley Dial-a-Ride individual fares from $1.50 to $1.75 and the Senior/Disabled/Medicare fares from $0.75 to $0.85.
  3. Increase the "Premium Monthly Pass (DAR and VISTA intercity services) from $56 to $60 for adults and from $36 to $38 for Senior/Disabled/Medicare Card holders.
  4. Increase the age for "Seniors" from 62 to 65 years old.

BACKGROUND:

The VCTC held a public hearing on the proposed changes/increases to the VISTA fares at the September 10th, 2010 meeting. At that time, three persons testified, and VCTC received one e-mail regarding, but not opposing the proposed fare increases. The Commission directed staff to continue outreach activities and return at the November 2010 VCTC meeting. Staff will present a report of all comments received up to the day of the Commission meeting to insure that the Commission receives all comments.

The fares for VISTA transit services within Ventura County have remained largely unchanged since VISTA began service in 1994. With the exception of ending a discounted student fare in 2000, the base fare has remained at $1.00 for intercity trips inside Ventura County, with Senior/Disabled/Medicare cardholder fares at $.50. Monthly pass rates have been $40 per month, and Senior/Disabled/Medicare cardholder passes have cost $20. The fares for VISTA Heritage Valley Dial-A-Ride (DAR) services, providing community-level transit service in Santa Paula, Fillmore, and Piru, has been $1.50, with Senior/Disabled/Medicare cardholder fare $.75. A DAR pass is available for $16 per month.

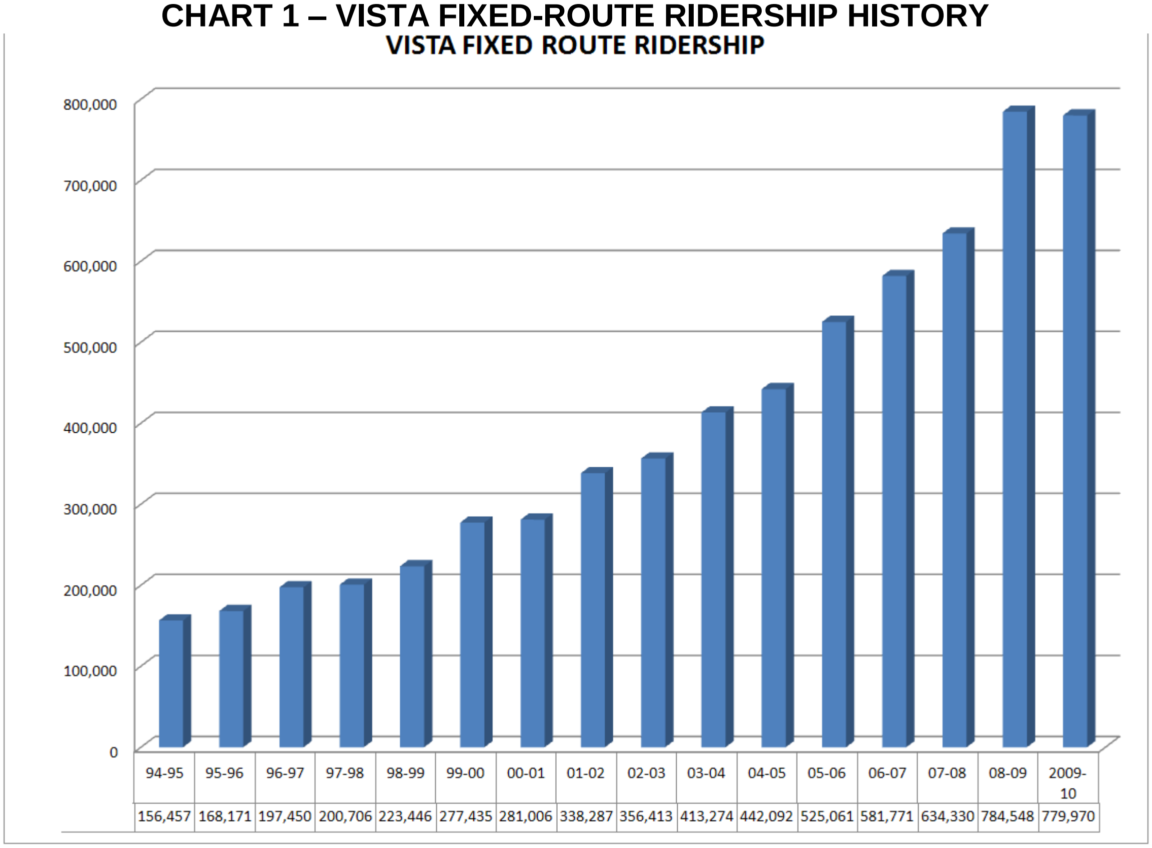
A number of VISTA riders use the VCTC "social service tokens" program, details of which will be presented to the Commission for policy direction at a subsequent meeting.

INTERCITY FARE INCREASE

VISTA has been a very successful service, with growth in ridership and service level increasing significantly over the past 16 years. In 1994, VISTA provided 104 “daily trips,” with no weekend services. In 2010, VISTA is providing 300 daily scheduled trips, with Saturday service on most lines, and Sunday service on the VISTA 126 and Coastal lines. By contracting for the VISTA service, VCTC has been able to provide a very low cost service. As Chart 1 illustrates, VISTA intercity ridership has increased from less than 150,000 annual boarding in 1994 to approximately 780,000 in 2010.

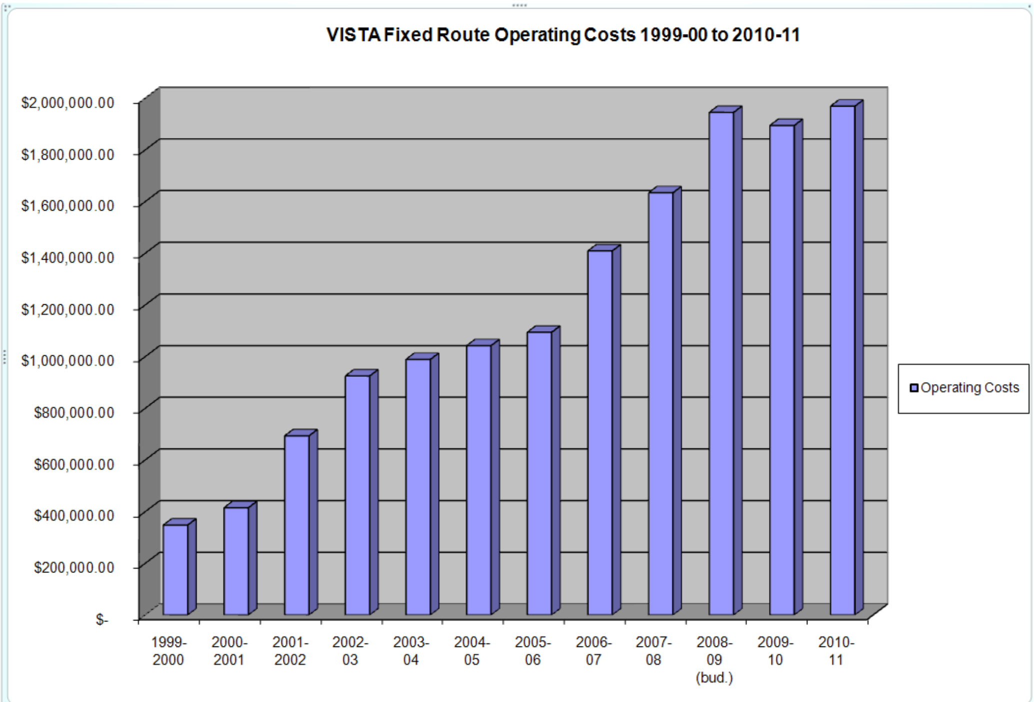
VISTA’s annual operating cost has increased from less than $400,000 in FY 1999-2000 to nearly $2,000,000 in FY 2010-2011. VISTA overall contract operating cost has increased due to the addition of service as well as an increase in the hourly cost of service. The current VISTA intercity operating cost/hour is $38.35, up from $20.10 in FY 1998-1999. Chart 2 shows the overall increase in cost due to both increased service and increased hourly operating cost. The cost of operating VISTA will continue to increase within the terms of the existing contract, which include a 3.5% annual operating increase. In a period where VISTA services have had to be curtailed, and transit funding has decreased (absent any foreseeable increases), the current service level is not sustainable absent additional revenues which must include an increase in fares.

CHART 1 – VISTA FIXED-ROUTE RIDERSHIP HISTORY



Note: Chart 1 includes Coastal Express and Conejo Connection ridership

Chart 2 – VISTA FIXED-ROUTE OPERATING COST HISTORY



VISTA FARES COMPARED WITH OTHER VENTURA COUNTY FARES FOR FIXED-ROUTE SERVICES

One of the factors analyzed when considering a fare increase is if the proposed pricing is reasonable in comparison with other transit fares in the region. In the case of VISTA, VCTC has been able to operate its bus services with fares as low or lower than other transit services in the county. Table 1 shows the current fixed-route transit fares in Ventura County. Included in the table are LA Metro Route 161 which serves Thousand Oaks, and the Santa Barbara Metropolitan Transit District given the high number of VISTA riders who also use that service. As Table 1 shows, VISTA currently has one of the lower fares in the county. Still, if the fare is increased as proposed to $1.25, the cost will still be as low or lower than Gold Coast Transit and Simi Valley Transit, as well as the LA Metro and SBMTD services.

TABLE 1 – VENTURA AREA FIXED-ROUTE FARE COMPARISON

SERVICE	REGULAR FARE	SR./ADA/Medicare
VISTA	$1.00	$.50
Gold Coast Transit	$1.35	$.65
Camarillo Area Transit	$1.00	$.50
Thousand Oaks Transit	$1.00	$.50
Simi Valley Transit	$1.25	$.50
Moorpark Transit	$1.00	$.50
Ojai Trolley	$ .50	$.25
LA Metro (Route 161)	$1.50	$.55
SBMTD	$1.75	$.85

Other services “similar” to the VISTA intercity service also include Los Angeles DOT’s Commuter Express, which features distance-based fares ranging from $1.25 to $3.90; the Santa Barbara

Clean Air Express, with six-dollar fares from Lompoc/Santa Maria to the Santa Barbara south coast; and the Santa Barbara MTD Valley Express (Solvang to Santa Barbara south coast) with a five-dollar fare.

IMPACTS OF THE PROPOSED CHANGES IN FARES.

Table 2 (shown below) shows the estimated ridership and fare revenue for the fixed-route services, assuming the recommended fare increase and using the fare elasticity of -.27 (for every 10 percent increase in fare there will be a 2.7 percent decrease in ridership). For purposes of this analysis, FY 2008/2009 ridership data and revenues were used. Gold Coast Transit, as part of its major fare change analysis in 2003, used an elasticity factor of -0.30. The forecast elasticity for VISTA may be lower than this, given ridership on most lines is increasing. Further, the American Public Transportation Association (APTA) reports elasticity for commuter service as -0.23. The table indicates there were 508,880 boardings on the VISTA fixed-route services, not including the Coastal Express and Conejo Connection. The analysis also does not take into consideration the impact of riders who use the CSUCI pass, social service tokens, or ride fare-free (5 years old and under).

Many of the riders on VISTA are commuters – either for work or school trips, and therefore should be more likely to continue to use the service. It is important to note the fare elasticity index is to be used as an estimate only -- VISTA may not experience a drop in ridership after all. If VCTC implements a 25 percent fare increase, it can expect a reduction in ridership of approximately 6.2% to 6.75% using the national model developed by APTA. The actual changes in ridership may vary significantly based on factors including employment, the region's economy, price of gasoline, and other market factors.

TABLE 2 – FARE INCREASE IMPACTS ON RIDERSHIP AND REVENUE

VISTA fixed-route (inside Ventura Co only)	Existing Fares	Proposed Fares	Boarding FY 2008-09	Annual Revenues ** FY 2008-09*	Annual Boarding (using average elasticity)	Annual Revenues Projected	Revenue Change Projected	Ridership Change (decrease)
Adult/Student	$1.00	$1.25	262,436	$262,436	246,139	$307,673	$45,237	-16,297
Senior & Disabled	$0.50	$0.60	44,726	$22,363	41,949	$25,169	$2,806	-2,777
Pass-Adult/Student	$40.00	$50.00	58,701	$230,620	55,056	$250,000	$19,380	-3,645
Pass Sr/Disabled	$20.00	$25.00	15,381	$34,204	14,426	$37,000	$2,796	-955
Daily Pass (126 only)	$3.00	$3.50	4,398	$ 6,000	4,125	$7,218	$1,218	-273
Totals	-----	---	385,642	$555,623	361,694	$627,061	$71,438	-23,948

*Does not include tokens or CSUCI passes.
Note - Total boarding 508,880, includes free boarding and social service tokens.

VISTA HERITAGE VALLEY DIAL-A-RIDE FARE AND PASS INCREASE
The VISTA Heritage Valley Dial-A-Ride (DAR) has also been a success in terms of ridership and productivity (which denotes service efficiency). Ridership on the service increased from approximately 50,000 in FY 1994-1995 to approximately 215,000 today (Table 5). Ridership

growth in the service has leveled off due primarily to the lack of growth in the number of vehicles and vehicle hours of service, either of which limits program growth. This leveling in ridership growth is attributed to the absence of funding to expand the service. In FY 2010-2011, the service is being reduced in response to a lack of transit funds to maintain service levels.

The VISTA Heritage Valley Dial-A-Ride is operated through a contract with FATCO, a local service provider. The current VISTA Heritage Valley Dial-A-Ride cost/VSH is $31.22, an increase from the hourly rate of $10.75 in FY 1998-1999. While the service has expanded to operate on Saturday and Sunday, the number of vehicles used has only doubled, which is reflected by the relatively high productivity (nearly 7 passengers per vehicle service hour). Chart 4 shows the overall cost increase in VISTA Heritage Valley DAR operating cost from FY 1998-1999.

The VISTA Heritage Valley DAR has already been impacted by the lack of operating funds, and there is no source of additional funding which is likely to continue in the forseeable future. Heritage Valley DAR provides mobility to a number of low-income communities who will be impacted with significant fare increases. As Tables 1 and 3 show, the Cost/Ride is not significantly different from other community-based transit services (although many of those are fixed-route and not Dial-A-Ride in nature). However, the pass structure is significantly lower than comparable services. Typically a monthly pass is sold at a rate equal to 80-90 percent of the cost of 20 round trips (typical work or school month). If the price of the VISTA Heritage Valley DAR pass was set at that rate, the cost would be $60 per month, instead of the current $16 per month. This equates to a per-trip cost of approximately $0.40 instead of the $1.50 cash fare, or 27% of a typical monthly cash fare.

In addition to the increase in the pass charges, the Commission should consider a small increase in the DAR cash fares. Increase the VISTA Heritage Valley Dial-a-Ride individual fares from $1.50 to $1.75 and the Senior/Disabled/Medicare fares from $0.75 to $0.85. This is a 16.7% increase in the regular fares, and a 13.3% increase in Senior/Disabled/Medicare fares. Because the cost of a monthly DAR pass after the fare increase will still be $0.50 for someone using the pass for 20 round-trips per month, providing a low cost alternate for regular riders, and there are some requests for trips that currently are not being met, it is likely that the increase will not result in any loss of ridership. It will result in a small increase in revenues which will help to off-set the DAR funding shortfall which currently exists.

Chart 3 – VISTA HERITAGE VALLEY DIAL-A-RIDE RIDERSHIP HISTORY

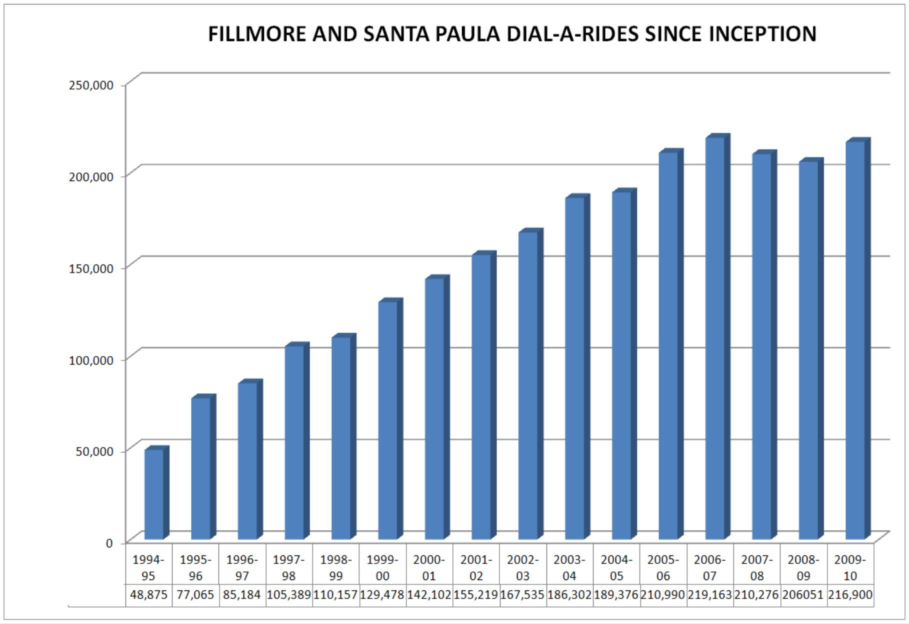


Chart 4 – VISTA HERITAGE VALLEY DIAL-A-RIDE OPERATING COST HISTORY

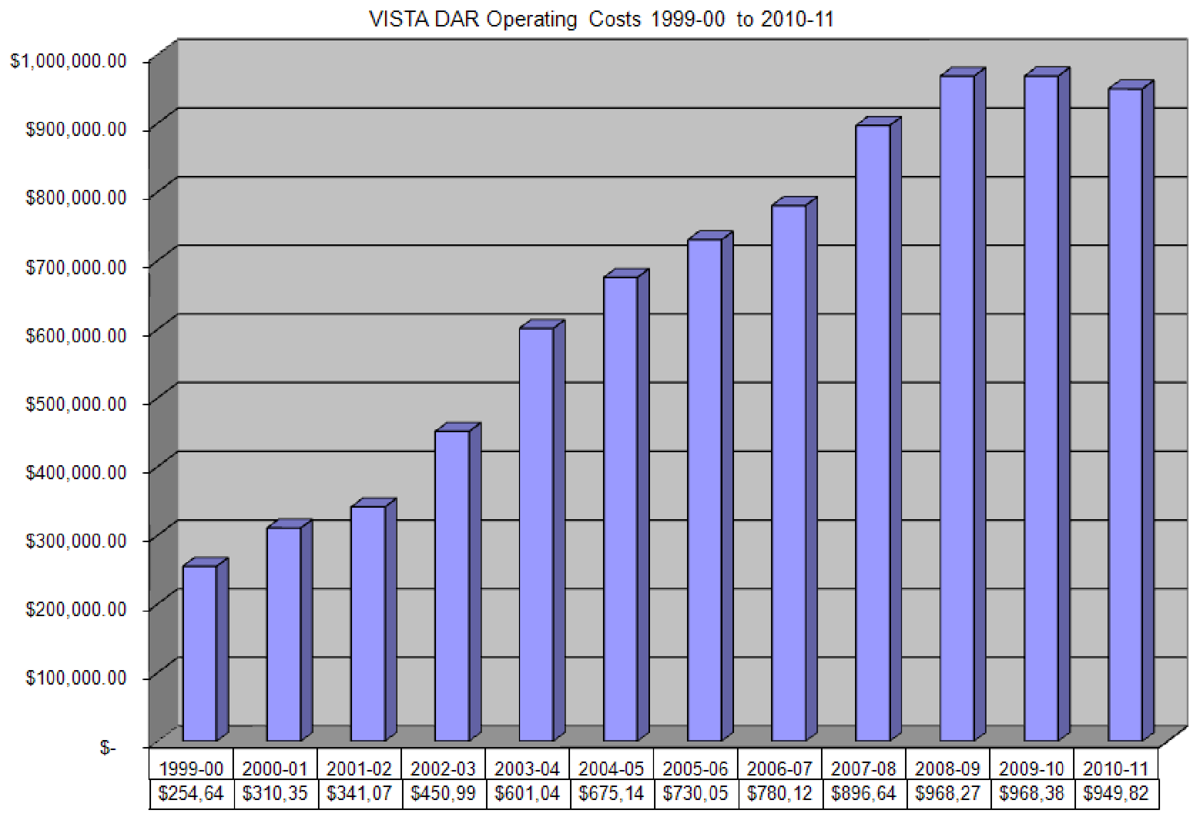


TABLE 3 – VENTURA DIAL-A-RIDE FARE COMPARISON

SERVICE	REGULAR FARE	SR/ADA/ Medicare	REGULAR FARE PASS	SR/ADA/ Medicare PASS
VISTA	$1.50	$.75	$16	$16
Camarillo DAR	$2.00	$1.50	$40	$20
Oxnard HBDAR	$2.00	$1.50	-----	-----
County (Oak Park)	$1.50	-----	-----	-----
Senior/ADA/Medicare ONLY				
Thousand Oaks Transit	-----	$1.50	-----	-----
Simi Valley Transit	-----	$1.50	-----	-----
Moorpark Transit	-----	$1.50	-----	-----
Gold Coast Transit	-----	$2.70	-----	-----
SBMTD	-----	$3.50	-----	-----

Given concerns regarding the long-term financial sustainability of the VISTA HERITAGE VALLEY DIAL-A-RIDE, the VCTC has applied to Caltrans for a planning grant to work with the communities in the Heritage Valley to develop alternatives to ensure a financially sustainable and affordable transit service. Caltrans is expected to announce the grant awards in the fall of 2010.

IMPACTS OF THE PROPOSED CHANGES IN VISTA HERITAGE VALLEY DIAL-A-RIDE PASS PRICES

The changes in the price of monthly passes proposed for the VISTA Heritage Valley DAR are not expected to have any measurable impact on ridership. While operating revenue is a problem for the service, an increase in fares above the current base fare of $1.50 may cause significant impact on current patrons. At the same time, a 25 percent increase in the cost of the monthly pass will increase the typical cost/trip from $0.40 to $0.50, and is unlikely to have any significant impacts. Nearly 20 percent of all Heritage Valley DAR passengers are using the student monthly pass, more than all the adults and ADA/Seniors/Medicare cardholders (combined) using the monthly passes on the DAR.

CHANGE THE AGE FOR SENIORS ON VISTA

Staff proposes to raise the age at which riders are eligible for "senior" discounts when riding VISTA from 62 to 65 years. In 2007, the VCTC adopted a Human Service Transportation and Transit Service Coordination Study. The adopted recommendation included implementation of a standard age eligibility policy for seniors of 65 years, for publicly-operated transit systems in Ventura County. The study noted there was no single-age eligibility requirement on public transit or paratransit systems in the county, which serves to confuse the senior riding public and is counter-productive in terms of creating a system which is easily understood. Table 4 shows the current age requirements used to determine rider eligibility for transit and paratransit services varies throughout the county.

Table 4 Senior and Disabled Age Requirements

Agency/Organization	**Age Requirements**
Gold Coast Transit	65 years or older
City of Thousand Oaks	62 years of age or older
City of Moorpark	62 years of age or older
City of Simi Valley	60 years of age or older
OHBDAR	65 years or older
City of Camarillo	55 years of age or older
VISTA	Over 62 years of age or older

DISCOUNTS FOR LOW-INCOME RIDERS

As part of its action in July 2010 (to increase fares on the VISTA Intercounty services), the Commission directed staff to investigate the potential of providing a reduced fare on the weekend Coastal Express because of the Commission's concern about impacts of fare increases for low-income workers. Staff analysis reveals that a weekend discount on the Coastal Express would benefit a very small segment of the riders without any corresponding system-wide equity. Other VISTA services, especially VISTA 126, have equally high or higher percentages and numbers of low-income riders, and the services are used chiefly for work/commute and college trips. However, VCTC is not able to provide reduced fares for these low-income riders, as well as low-income riders on virtually every other VISTA route without incurring a loss in non-federal revenue needed to operate the service. While VISTA is able to attract riders with incomes above the federal "low-income" standard for Ventura County, like almost every transit service, VISTA also attracts those without alternate means of transportation or the ability to afford other means.

Providing a discount to just the Coastal Express weekend riders would be providing that specific group with a benefit not available to the balance of VISTA riders.

There are two programs which can help the low-income riders countywide, details of which will be presented to the VCTC as separate items. These are the development of a transfer system, which, if implemented, would benefit all riders, including low-income patrons dependent on transit for their entire trip, and a revised "social service" token program.

Staff reviewed the ridership on the Coastal Express and found:

1. During the weekdays, approximately 48% of the riders were from households with incomes under the federal "low-income" standard for Ventura County.
2. During the weekends, approximately 83% of the riders were from households with incomes under the federal "low-income" standard for Ventura County.
3. During the weekdays, approximately 83% of the riders were making work/commute trips.
4. During the weekends, approximately 28% of the riders were making work/commute trips.
5. Ridership on a typical weekday on the Coastal Express is 950.
6. Ridership on a typical weekend day on the Coastal Express is 340.

Employing the above data, it is likely that on a typical weekday, 378 low-income riders are going to work on the Coastal Express; and on a typical weekend day, 79 low-income riders are going to work. This reveals many more low-income weekday Coastal Express work-bound riders are impacted than weekend ones.

TRANSCOM REVIEW

The proposed VISTA Fare adjustments were discussed at the August 2010 TRANSCOM meeting. TRANSCOM acted to support the proposed modifications. In addition, TRANSCOM suggested that the Commission, recognizing the funding shortfalls and service reductions to the Heritage Valley Dial-A-Ride, consider increasing the DAR fare in addition to the proposed increases to the Heritage Valley Dial-A-Ride monthly passes.

Item #12

November 5, 2010

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **VICTOR KAMHI, BUS TRANSIT DIRECTOR**

SUBJECT: **EXTENSION OF VISTA TRANSIT SERVICE CONTRACTS**

RECOMMENDATION:

- Authorize option to extend VISTA transit service contracts with Coach USA and FATCO for additional two years.

BACKGROUND:

VCTC, as the operator of VISTA, has contracted with Coach USA and FATCO to provide transit services. The Request for Proposals (RFP) stipulated that VCTC may extend any of the services provided by the Contractors under these contracts through June 30, 2015, using the same basis for costs as agreed to in the contracts, with the same formula and processes to establish cost increases. Both Coach USA and FATCO agreed to the stipulation, which was included in both contracts. A copy of the section from the RFP is included as Attachment A (below).

The Commission is working on a Regional Transit Study, which was initiated both to help improve management of VISTA, and subsequent to the State's approval of SB 716, to address the broader countywide transit organizational future. The State Legislature has requested a report from the VCTC by December 31, 2011 which will provide any future direction and legislative changes VCTC recommends to address the future provision of transit services within the county.

The Regional Transit Study is not scheduled to be completed until late 2011. At the same time, VCTC's transit service contracts, unless extended, will expire in July 2011. Given the uncertainty about who will be the operator(s) in 2012 and beyond, and the substantial financial commitment required to provide the VISTA services (new buses to provide the current service will require an expenditure of over $13 million, plus the cost of maintenance and operations facilities), it is unlikely that VCTC will find contractors willing to provide a competitive proposal for what could be a one or two year contract.

This action is to authorize staff to develop amendments to the transit service contracts based on levels of service and approved budgets. The specific Fiscal Year 2011-12 transit contract amendments will be presented to the Commission in the spring of 2011 for action.

Attachment A
VENTURA COUNTY TRANSPORTATION COMMISSION
REQUEST FOR PROPOSALS (RFP)
FOR OPERATION OF INTERCITY/COUNTY FIXED ROUTE BUS SERVICE DIAL-A-RIDE SERVICE FOR VENTURA COUNTY
December 7, 2006

IV. PERIOD OF CONTRACT

A. Base Term

The Hwy 101, Hwy 126, Conejo Connection, VISTA CSUCI-Camarillo Metrolink Station and the VISTA CSUCI-"C" Street Transfer Center, the Coastal Express, the Santa Paula/Fillmore Area Dial-A-Ride, and the Vista East services shall commence on Monday, July 1, 2007 and terminate upon completion of daily service on June 30, 2012. VCTC

B. Option Term

Under this contract, the Contractor grants to VCTC the following option, which may be exercised in writing at any time on or before sixty (60) calendar days prior to June 30, 2012, pending authorization from FTA. The VCTC may extend the any of the services provided by the Contractor under this contract through June 30, 2015, using the same basis for costs as agreed to in the contract, with the same formula and processes to establish cost increases. See Appendix A "Cost Proposal Form" for details.

Such extension will be at the rates, terms and conditions as the original term of the contract except that the VCTC may allow an increase in rates based on increased costs of labor, fuel, oil, or other petroleum products. Any increase in labor costs must be substantiated by a valid contract between the contractor and his employees and/or union organization representing contractor's employees. Any increase based on increases in labor, fuel, oil or other petroleum products must be substantiated by valid purchase orders or other such contracts verifying that such increase is actual, unavoidable and beyond the control of the contractor. Any such increase will be no more than the current cost of living increase as determined by the State of California for the Ventura County/Santa Barbara County areas.

The Contractor shall agree, upon request of the VCTC to submit detailed cost breakdowns, for the option period(s) in order to permit verification of this request. This request for an increase in proposed fees shall be made no less than forty-five days prior to expiration of the contract.

Prior to exercising the option, VCTC shall serve notice to the Contractor of its intention to extend. Such notice shall not be deemed to commit VCTC to such extension, nor shall it be binding upon the Contractor if postmarked less than sixty (60) days prior to the expiration of this contract.

It shall be mutually understood and agreed that all work performed and services provided under any exercised option shall be in strict compliance with all requirements of this contract.

Additionally, it shall be mutually understood and agreed that: (1) VCTC is under no obligation to exercise this option; (2) no representation has been made by VCTC committing it to exercise this option; and (3) VCTC may decline to accept the option and secure services elsewhere. Such option may be exercised by amendment hereto or by issuance of a new contract.

At the Contractor's option the Contractor may waive and forego any cost increases in the option years, by indicating such option on the Proposal Cost Form. This option will be considered by VCTC in evaluation of proposals prior to award of contract.

Item #13

November 5, 2010

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **SAMIA MAXIMOUS, CAPITAL PROJECTS DIRECTOR**

SUBJECT: **CALL BOXES MAINTENANCE AGREEMENT**

RECOMMENDATION:

- Approve a two-year and eight months contract for call boxes maintenance to Case Systems Incorporated for preventive and corrective maintenance including repair costs of the call boxes at an estimated annual but not-to-exceed cost of $216,960.

BACKGROUND:

As the current 10-year maintenance contract of call boxes with Case Systems Inc. was nearing an end, the Commission authorized staff, on May 6, 2010 to release Request For Proposal (RFP) for the maintenance of the call boxes in Ventura County. On August 25, 2010 staff mailed the RFP to five different companies; Republic ITS (Republic), Case Systems Inc. (CASE), P.A.R. Enterprises, the Technicians Group and Woods Maintenance and was also posted on VCTC website. In response to the RFP, the Commission received two proposals; one from Republic and one from CASE.

A selection committee comprised of Kerry Forsythe, VCTC, Samia Maximous, VCTC and Brittany Odermann, Santa Barbara SAFE reviewed the proposals based on the evaluation criteria outlined in the RFP. There were four evaluation criteria; cost, qualifications and experience of the firm, qualifications and experience of the lead field technician and the work plan. Based on the evaluation criteria, CASE scored significantly higher than Republic with respective scores of 98.7 & 80.3

The current maintenance contract with CASE, which was issued ten years ago, contains a unit price of $30.51 per call box for preventive maintenance and a separate provision to pay for repairs based on actual cost incurred. CASE's proposal includes a unit price of $32.00 representing 5% increase. However the costs for repairs due to knock downs have been included in the proposed unit price. Repairs of ten percent of the current call box inventory are included in the unit price of $32.00. Since repairs are difficult to predict CASE's proposal includes 60 different repair items for such events should the repairs exceed the allowable percentage; a $20,000 per year has been included in the contract in addition to $216,960 contract amount.

CASE's proposal for call box maintenance was found to be responsive to the RFP, was ranked highest by the consultant selection panel and the costs were anticipated in the FY 2010/2011 budget. Staff is therefore recommending approving a two-year and eight months contract with CASE in an amount not-to-exceed $216,960 for the annual maintenance costs.

FISCAL IMPACT

The RFP outlined the contract will have a three-year provision, including the current fiscal year, and the option of extending the contract for another two years. The cost for the remainder of the fiscal year is the estimated not-to-exceed cost of $181,704 and the yearly cost for the following fiscal years 2011/12 through 2014/15 is $216,960 in addition to the Consumer Price Index (CPI) increase as warranted. Funding for call box maintenance and repair is available and shown in the SAFE budget within the fiscal year 2011/2012.

AGREEMENT BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
CASE SYSTEMS INCORPORATED

THIS AGREEMENT is made and entered into this _____ day of ______, 2010, by and between the Ventura County Transportation Commission, acting at its capacity as the Service Authority Freeway Emergencies (hereinafter referred to as "SAFE") and Case Systems Incorporated, (hereinafter referred to as "CONTRACTOR")

WITNESSESSETH

WHEREAS, SAFE requires CONTRACTOR'S services to install maintain and repair motorist aid call boxes on freeways, highways, and other locations within the boundaries of Ventura County and;

WHEREAS, said services cannot be performed by the regular employees of SAFE and;

WHEREAS, CONTRACTOR has represented it has the necessary experience, expertise and personal and desires to perform such services; and

WHEREAS, performing the services for SAFE by CONTRACTOR is authorized by the provisions of Sections 2552 and 2554 of the Streets and Highway Codes of the State of California;

NOW IT IS MUTUALLY AGREED AND UNDERSTOOD by SAFE and CONTRACTOR as follows:

1- STATEMENT OF AGREEMENT

SAFE hereby engages CONTRACTOR, and CONTRACTOR hereby accepts such engagement, to perform the services on the terms and conditions herein described and for the compensation herein provided, all as set forth in Exhibit A (Scope of Work) to this agreement. CONTRACTOR hereby warrants that it has the qualifications, experience and facilities to properly perform said services and hereby agrees to undertake and complete the performance thereof for the professional services as an independent contractor, and it does not render CONTRACTOR as employee of the SAFE for any purpose whatsoever. CONTRACTOR shall at all times retain the status of independent contractor.

2- **DESCRIPTION OF SERVICES**

The services to be performed by CONTRACTOR are those set forth in the Scope of Work in Attachment A of this Agreement.

3- COMPENSATION

3.1 SAFE shall pay CONTRACTOR based on combination of an annual flat fee per call box for preventive and corrective maintenance of call boxes including knockdowns and repairs shall not exceed **$18,080** per month for the first year of the contract. These rates shall be subject to annual Consumer Price Index (CPI) adjustments each April 1st and are acknowledged to include CONTRACTOR's direct labor costs, indirect costs, and profit.

3.2 Knockdown and Vandalism Repairs, the flat rate shall include at no extra cost to the SAFE the costs to repair and replace knockdowns equal to ten percent (10%) of the average number of active call boxes during the contract period ("included knockdowns"). For the period January 1, 2011 through June 30, 2011, that percent will be reduced to five percent (5%) in recognition of the six (6) month period. Included knockdowns shall be counted from the beginning of each contract period until the applicable percentage is reached. Any knockdown repairs above the included knockdowns during a contract period shall be charged to the SAFE on a time and materials basis, using the prices stated in the Price Proposal Form, as they may have been modified over time. An additional $20,000 per year is reserved for repairs exceeding the ten percent of the active call boxes. This amount will be authorized for payment based on actual costs submitted by CONTRACTOR.

3.3 Temporary Removals and Reinstallations, the flat rate shall include at no extra cost to the SAFE the costs to temporarily remove and, when directed by the Executive Director, reinstall sites equal to three percent (3%) of the average number of active call boxes during the contract period ("included removals/reinstallations. For the period January 1, 2011 through June 30, 2011, that percent will be reduced to one and one half percent (1.5%) in recognition of the six (6) month period. Included removals/reinstallations shall be counted from the beginning of each contract period until the applicable percentage is reached. Any removals/reinstallations above the included removals/reinstallations during a contract period shall be charged to the SAFE on a time and materials basis, using the prices stated in the Price Proposal Form, as they may have been modified over time.

3.4 CONTRACTOR will bill SAFE monthly for expenses incurred during the month. SAFE will pay CONTRACTOR within thirty (30) days of receipt of invoice and monthly progress report. Each invoice shall be supported by an itemized statement of costs claimed to have been incurred by CONTRACTOR in the performance of the Agreement during the period covered by such invoice.

4- ASSIGNMENT AND SUBCONTRACTING

4.1 - This agreement is for professional services and CONTRACTOR may not assign its rights under this agreement nor delegate the performance of its duties without the SAFE's prior written consent.

4.2 - CONTRACTOR shall complete all professional services under this Agreement and as set forth in Attachment A. CONTRACTOR may assign duties to another subcontractor upon prior written consent of the SAFE. Any assignment or delegation without SAFE's prior written consent shall be void.

5- RELATIONSHIP OF THE PARTIES

CONTRACTOR shall at all times retain the status of independent contractor. CONTRACTOR shall represent the will of SAFE only as to the results of the subject matter of this agreement, and not as to the manner in which the services herein are performed, except as provided in Attachment A. CONTRACTOR shall have complete control and responsibility over the details and performance of the services herein required to complete the agreement, and in no event shall CONTRACTOR be considered an officer, agent, servant or employee of SAFE.

6. INSURANCE AND BONDING

6.1 - CONTRACTOR shall procure a Commercial General Liability Insurance Policy in amounts and form set forth below:

(1) Commercial General Liability Insurance. A policy of Commercial General Liability which provides limits of not less than:

(a) Per occurrence:	$5,000,000
(b) Project Specific Aggregate:	$5,000,000
(c) Products/Completed Operations:	$5,000,000
(d) Personal Injury Limit:	$5,000,000

(2) Required General Liability Policy Coverage. Any general liability policy provided by CONTRACTOR hereunder shall include the following coverage:

(a) Premises and Operations.

(b) Products/Completed Operations with limits of at least $5,000,000 per occurrence to be maintained for five years following acceptance of the work by SAFE.

(c) Contractual Liability expressly including liability assumed under this agreement.

(d) Independent Contractor's Liability.

If CONTRACTOR is unable to provide the $5,000,000 aggregate limit indicated in Section II.5.A (1) and (2) above, CONTRACTOR shall provide an Excess or Umbrella Option that achieves the $5,000,000 aggregate per project specific aggregate.

(3) Additional Insured Endorsement. Any general liability policy provided by CONTRACTOR hereunder shall contain an additional insured endorsement that applies its coverage to SAFE, the members of the SAFE Board of Directors and its officers, agents, employees and volunteers. Any SAFE self-funded program and/or insurance policy shall be excess only and not contributing to such coverage.

(4) Form of General Liability Insurance Policies. All general liability policies shall be written to apply to all bodily injuries, including death, property damage, personal injuries and other covered loss, however, occasioned, occurring during the policy term, and shall specifically insure the performance by CONTRACTOR of that part of the indemnity agreement contained in this agreement relating to liability for injury to or death or persons and damage to property per project, per location aggregate endorsement. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, SAFE may require additional coverage to be purchased by CONTRACTOR to restore the required limits. CONTRACTOR may combine primary, umbrella and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the Additional Insured Endorsement described above.

6.2 - Professional Errors and Omissions Liability Insurance. If CONTRACTOR provides and/or engages the services of any type of professional services, including, but not limited to, engineers and architects, whose failure due to a mistake or deficiency in design, formula, plan, specifications, advisory, technical or other services could result in liability, CONTRACTOR shall obtain professional errors and omissions liability insurance. Coverage will meet or exceed the following minimum requirements:

(1) Limits shall not be less than $1,000,000 each claim and $3,000,000 aggregate total for all claims and shall be solely dedicated to claims arising from professional services provided in this project.

(2) Coverage to apply to all professionals. In the event that CONTRACTOR has an excess policy, excess coverage shall be allowed to achieve the $3,000,000 aggregate total.

(3) The policy period shall provide coverage through the date of substantial completion and include a 60-month extended reporting period beyond such substantial completion.

(4) Coverage shall include contractual liability.

6.3 - Comprehensive Automobile Liability Insurance. CONTRACTOR shall procure Comprehensive Automobile Liability Insurance written for bodily injury, including death, and property damage, however occasioned occurring during the policy term, in the amount of not less than 2,000,000, combined single limits per occurrence, applicable to all owned, non-owned and hired vehicles. This coverage shall include contractual liability.

6.4 -Statutory Worker's Compensation and Employer's Liability Insurance. CONTRACTOR shall maintain a policy of California Worker's Compensation coverage in statutory amount and Employer's Liability coverage for not less than one $1,000,000 per occurrence for all employees of CONTRACTOR engaged in services or operations under this Contract.

6.5 - Subcontractor's Insurance. CONTRACTOR shall make certain that any and all subcontractors hired by the CONTRACTOR carry insurance meeting the requirements of this Section II.5. If any subcontractor's coverage does not comply with the foregoing provisions, CONTRACTOR shall indemnify and hold SAFE harmless of and from any damages, lost or cost or expense, including attorney's fees, incurred by SAFE as a result thereof.

6.6 - Failure to Provide Insurance. If CONTRACTOR, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of this agreement. SAFE, at its sole option, may forthwith terminate this agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, SAFE may purchase such required insurance coverage, and without further notice to such required insurance coverage, and without further notice to CONTRACTOR, SAFE may deduct from sums due to CONTRACTOR any premium costs and expenses advanced by SAFE for such insurance.

6.7 - General Provisions.

(1) Evidence of Insurance. CONTRACTOR shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of this Contract, deliver to SAFE certificates of insurance evidencing the same, together with appropriated separate endorsements thereto, evidencing that CONTRACTOR has obtained such coverage for the period of this Contract. CONTRACTOR shall deliver certified copies of the actual insurance policies specified herein, within thirty days after commencement of work. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to SAFE within thirty (30) days prior to the expiration of the term of any policy required herein. CONTRACTOR shall permit SAFE at all reasonable times to inspect any policies of insurance of CONTRACTOR that CONTRACTOR has not delivered to SAFE.

(2) Claims Made Coverage. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

(a) The policy retroactive date coincides with or preceded Contractor's commencement of work under this Contract (including subsequent policies purchased as renewals or replacements).

(b) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following expiration of this Contract, including the requirement of adding all additional insured.

(c) If insurance is terminated for any reason, CONTRACTOR shall purchase an extended reporting provision of at least two years to report claims arising in connection with this Contract.

(d) The policy allows for reporting of circumstances or incidents that might give rise to future claims.

6.8 - Failure to Obtain or Maintain Insurance: SAFE Remedies. Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of this Contract, and SAFE may, at its option, obtain and pay for such insurance and deduct from payments due to CONTRACTOR such amounts paid, or terminate this Contract for any such default by CONTRACTOR.

6.9 - No Limitation of Obligations. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the CONTRACTOR, and any approval of said insurance by SAFE or its insurance contractor(s), are not intended to or shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONTRACTOR pursuant to this Contract, including, but not limited to, the provisions concerning indemnification.

6.10 - Notice of Cancellation of Change of Coverage. All insurance and the certificates of insurance provided by CONTRACTOR must evidence that the insurer providing the policy will give SAFE thirty (30) days written notice, at the address shown in Section V.5 of this Contract, in advance of any lapse, cancellation, reduction or other adverse change respecting such insurance.

6.11 - Qualifying Insurer. All policies of insurance required hereby shall be issued by companies which have been approved to do business in the State of California by the State Department of the Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A:VIII according to the current Best Current Rating Guide, or a company of equal financial stability as determined by SAFE.

6.12 - Review of Coverage. SAFE retains the right at any time to review the coverage, form and amount of insurance required herein, and may require CONTRACTOR to obtain additional insurance reasonably sufficient in coverage, form, amount to provide adequate protection against the kind, and extent of risk that exists at the time of change in insurance required.

6.13 - Bonding

CONTRACTOR shall provide the following bonds from an AM Best A-VII-rated surety admitted in the State of California:

A. A performance bond in the amount of $250,000,000; and

B. A payment (labor and materials) bond in the amount of any approved subcontract

7- INDEMNIFICATION

Notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this contact, CONTRACTOR shall save, keep, indemnify, hold harmless and defend SAFE and its appointed and elected officials, officers, employees and agents, from every claim or demand made and every liability, loss damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring or arising out of the performance of CONTRACTOR, its officers, agents or employees, including but not limited to, its subcontractors, of the work required pursuant to this agreement, occasioned by any alleged or actual negligent or wrongful act or omission by CONTRACTOR including any such liability imposed by reason of any infringement or alleged infringement of rights or any person or persons, firm or corporation, in consequence of the use in the performance of CONTRACTOR of the work hereunder of any article or material supplied in stalled pursuant to this agreement.

7.1 - CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection herewith;

7.2 - CONTRACTOR will promptly pay any judgment rendered against SAFE, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities; and,

7.3 - In the event SAFE, its officers, agents or employees is made party to any action or proceeding filed or prosecuted against CONTRACTOR for such damages or other claims arising out of or in connection with the sole negligence or wrongful acts of CONTRACTOR hereunder, CONTRACTOR agrees to pay SAFE, its officers, agents, or employees, any and all costs and expenses incurred by SAFE, its officers, agents or employees in such action or proceeding, including but not limited to, reasonable attorney's fees.

8- PRODUCTS

Except to the extent provided herein, all products prepared by CONTRACTOR as described in the Scope of Work become the sole property of the SAFE upon completion of this agreement.

8.1 - Data Furnished by SAFE: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("SAFE Data") made available to the CONTRACTOR by SAFE for use by the CONTRACTOR in the performance of its services under this agreement shall remain the property of SAFE and shall be returned to SAFE at the completion or termination of this agreement. No license to such SAFE Data, outside of the Scope of Work of the Project, is conferred or implied by the CONTRACTOR's use or possession of such SAFE Data. Any updates, revisions, additions or enhancements to such SAFE Data made by the CONTRACTOR in the context of the Project shall be the property of SAFE.

8.2 - Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this agreement and provided to SAFE as a deliverable shall be the property of SAFE. Consultant will be required to assign all rights in copyright to such Work Product to SAFE.

8.3 - Personnel and Level of Effort: Personnel assigned to the work will be specified in an attachment to the agreement. No substitution of personnel will be allowed without prior written approval of SAFE.

8.4 - Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of SAFE. SAFE is under no obligation to approve any subcontractors.

8.5 - Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to SAFE for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this agreement.

8.6 – Proprietary Rights. SAFE acknowledges that all intellectual property and proprietary rights of any type whatsoever, including without limitation all patent rights, copyright rights, trade secrets and/or know how, contained in or used by any hardware, software, and firmware provided to SAFE hereunder or used or developed by CONTRACTOR to provide services to SAFE under this Agreement (collectively
The "CONTRACTOR Proprietary Rights") belong solely and exclusively to CONTRACTOR. Nothing contained in this Agreement shall be construed to convey any rights or proprietary interest in CONTRACTOR'S Proprietary Rights to SAFE, except as specifically granted herein. CONTRACTOR hereby grants to SAFE a non-exclusive, non-transferable, royalty free license to use the software provided by CONTRACTOR in CONTRACTOR's performance of its obligations hereunder for the term of this Agreement. Specifically with respect to CONTRACTOR's maintenance database, the scope of this license shall be limited to use exclusively by no more than three (3) different users at SAFE or subcontractors of SAFE, identified by position or name in writing to CONTRACTOR from time to time, and for use solely as contemplated by this Agreement. Should CONTRACTOR provide any deliverable or part of a deliverable that contains software to which a third party holds a copyright, Contractor hereby warrants the existence of a right on the part of CONTRACTOR and SAFE use of such software.

9- NON-DISCRIMINATION

CONTRACTOR shall not discriminate in the hiring of employees or in the employment of subcontractors on the basis of sex, race, religion, age, natural origin, handicap, or any other basis prohibited by law.

10- ATTORNEY'S FEES

In the event an action is filed by either party to enforce rights under this agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to any other relief granted by the court.

11- TERMINATION BY SAFE

11.1 - This agreement may be terminated by the SAFE at any time upon thirty (30) days' written notice to CONTRACTOR. In full discharge of any obligation to CONTRACTOR in respect of this agreement and such termination, the SAFE shall pay for the costs and non-cancelable commitments incurred prior to the date of termination and fair closeout costs in accordance with Article 4. CONTRACTOR shall take all reasonable steps to minimize termination

11.2. - If CONTRACTOR becomes insolvent, assigns or subcontracts the work without SAFE's prior approval, does not deliver the work specified in this agreement or fails to perform in the manner called for, or fails to comply with any other material provision of this agreement, SAFE may terminate this agreement for default. Termination shall be effected by serving a ten (10) day advance written notice of termination on CONTRACTOR, setting forth the manner in which CONTRACTOR is in default. If CONTRACTOR does not cure the breach or propose a plan and schedule for curing the breach acceptable to SAFE within the ten (10) day period, SAFE may terminate this agreement.

SAFE shall pay the CONTRACTOR.for completed work as described above, except that (i) in no event shall SAFE be required to compensate the CONTRACTOR for defaulted work, and (ii) any amounts paid shall be offset by any costs incurred by SAFE to correct or complete work required under this agreement, including the difference between CONTRACTOR's price for this agreement and any higher price paid to another contractor retained to complete the work.

If it is determined by SAFE that CONTRACTOR's failure to perform resulted from unforeseeable causes beyond the control of CONTRACTOR, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of CONTRACTOR, SAFE, after setting up a new delivery or performance schedule, may allow CONTRACTOR to continue work, or treat the termination as a termination for convenience.

12- NOTICES

12.1 - All notices to the SAFE under this Agreement shall be in writing and sent to:

Darren Kettle
Executive Director
Ventura County SAFE
950 County Square Drive, Suite 207
Ventura, CA 93003

12.2 - All notices to CONTRACTOR under this Agreement shall be in writing and sent to:

Ms. Chrisann Lawson, Project Manager
Case Systems, Incorporated
18 Morgan,
Irvine, CA 92618

12. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE

12.1 - This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings related to this work. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by a party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in the Agreement shall not be valid or binding.

12.2 - This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representative of both parties.

12.3 - This Agreement shall be effective as of May 1st 2010, and shall be effective until June 30th, 2013 with the option of renewal of an additional two years to June 30th, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CASE SYSTEMS INCORPORATED

By______________________________

Title _____________________________

,

VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

By_______________________________

Dennis Gillette

Title: Chair

Approved as to form

____

General Counsel

VCTC/CASE Agreement
ATTACHMENT A

SCOPE OF WORK

Outline of Services

The services required by this Agreement shall consist of maintenance of the Ventura County's motorist aid call boxes and other related tasks as necessary to ensure proper functioning of the call box system.

CONTRACTOR shall meet with the Project Manager within 10 days of receipt of the Notice of Award of Agreement to provide the following (a) Certificate of Insurance (see article 9).

1.0 GENERAL

1.1 Plans and Specifications: CONTRACTOR shall keep at its VENTURA COUNTY field office a copy of all plans and specifications referred to herein, to which SAFE shall have access at all times. Any additional documentation or specifications for new equipment or processes (i.e. digital transceiver, TTY) shall also be kept by CONTRACTOR in the field office and be available for review by the SAFE Project Manager or SAFE designated representative.

1.2 Work to be done: CONTRACTOR shall perform all work necessary to maintain the SAFE motorist aid call box system in a satisfactory manner. Unless otherwise provided, CONTRACTOR shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the services for the specified flat fee or established time and material fees.

1.3 Rights of Entry and Permits: SAFE shall be responsible for obtaining all rights of entry, encroachment permits and other licenses or permits required to perform the work hereunder.

1.4 Material and Workmanship: All materials, parts and equipment furnished by CONTRACTOR shall be high grade and free from defects. Quality of work shall be in accordance with generally accepted standards. Materials and work quality shall be subject to the SAFE Project Managers' or a designated representative's approval. CONTRACTOR shall be responsible for storing and maintaining materials in a manner that preserves their quality and fitness for use on the Project.

1.5 Labor: Only competent workers shall be employed for tasks under this Agreement. Any person found by SAFE to be incompetent, disorderly, working under the influence of alcohol or controlled substances, unsafe or otherwise objectionable shall be removed by CONTRACTOR and not re-employed for services under this Agreement.

1.6 Inspections: All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and approval by the SAFE Project manager or a designated representative. Any SAFE authorized representative shall have access to the Ventura County field office.

1.7 Condition of Site: Throughout the term of the Agreement, CONTRACTOR shall keep call box sites clean and free of rubbish and debris. Materials and equipment shall be removed from the site as soon as they are no longer needed.

1.8 Reuse of parts: CONTRACTOR may reuse parts that have been damaged or replaced assuming CONTRACTOR is able to repair the parts so that the functionality is not degraded.

1.9 Reserve Inventory: CONTRACTOR is required to maintain that quantity of call box equipment, parts, and materials in stock in the Ventura County field office as maybe reasonably necessary to fulfill its duties under this Agreement.

1.10 Storage of Materials: CONTRACTOR shall store call box housings, electronics, poles and other appurtenances within the Ventura County filed office (as long as materials do not exceed said offices storage capacity) and CONTRACTOR"S field supervisor shall have responsibility for day-to-day coordination and reporting any problems associated with this inventory to the SAFE Project Manager.

1.11 Communications: CONTRACTOR shall ensure that the field supervisor has the necessary communication devices for interacting efficiently with the SAFE Project Manager or other designated representatives. The devices to be provided include but are not limited to a pager, cell phone, office phone and email services with the capability to send and receive Access or database equivalent files.

2.0 SYSTEM MAINTENACE ACTIVITIES

In this Agreement, "System" refers to all call boxes owned by SAFE. Only "System" call boxes (i.e. those with digital, TTY/TDD and no other ITS devices) shall be included in the monthly in-service counts under this Section. CONTRACTOR shall perform the following maintenance services:

2.1 System Corrective Maintenance: CONTRACTOR shall perform corrective maintenance as needed on the call boxes. Corrective maintenance requires that the CONTRACTOR be accessible to the California Highway Patrol (or other designated answering center) to report out-of service call boxes to CONTRACTOR. Corrective maintenance includes all repairs to the call box associated with the electronics, transceiver, power supply, (battery and solar panel) and the interface with the cellular system.

Upon notification that a call box is out of service from CHP, the call answering center, SAFE, or the maintenance computer, CONTRACTOR shall take the necessary action to restore it to a good operating condition, including the repair or replacement of parts, components and mountings as needed. Activities falling within the definition of "corrective maintenance" shall be performed by 4 p.m. on the same day for events reported by 8 a.m. on a work day. For events reported after 8 a.m. the call boxes shall be operable by 4 p.m. the following work day. Thus, for events reported on a holiday or weekend, the call box shall be repaired by 4 p.m. on the first work day following the notification of the event. CONTRACTOR shall provide management and field staff sufficient time to perform repairs on call boxes within the established period.

2.2 System Preventive Maintenance: CONTRACTOR shall perform a "preventive maintenance" field visit at least twice a year at approximately six month intervals as necessary to keep boxes clean and operational. CONTRACTOR shall notify the call answering center supervisor at the commencement of a major preventative maintenance cycle when a large portion of the call answering staff time will be required. The preventive maintenance activities shall include the following tasks:

- Cleaning of call box housing as necessary(see below);
- Replacement or addition of outdated, damaged or missing instruction placards and vandalism stickers;

- Inspection and anti-corrosion treatment of external electrical connections;
  - Operational check of call box controls and system operational sequence including:
  - Open inner door (as necessary)
  - Perform test calls;
  - Check outer door; handset and illumination for proper operations;
  - Check call connect light
  - Check push button; and
  - Check cellular antenna and cable
- Minor cleaning of the surrounding area of the call box(includes minor pruning, pulling of weeds and debris removal);
- Cleaning and bolt tightening for the call box sign;
- Visual inspection of the solar panel's orientation and cleaning of the solar panel collecting surface;
- Testing of the TTY/TDD device by completing all testing protocols and placing on a random basis a call to the designated answering point;
- Maintenance of the callbox mounting pedestals or other devices used for mounting the call boxes on sound walls and bridge railings.

3.0 Knockdowns, Vandalisms, Relocation Force Majeure

3.1 System knockdown, Vandalism, and Other Events: maintenance repairs and/or replacements required as a result of damage by vandalism, or other willful acts, collisions and other accidents and other such causes (including an intrusion) will be performed by CONTRACTOR. If no foundation work is required, CONTRACTOR shall have the call box placed back in service by 4 p.m. on the same day events are reported by 8 a.m. on a work day. For events reported after 8 a.m. the call box shall be operable by 4 p.m. on the first work day that foundation repairs are complete. For events reported on a holiday or weekend, the call box shall be repaired by 4 p.m. on the first work day if no foundation work is required or by 4 p.m. on the second work day following determination foundation work is required.

3.2 System Removals and Reinstallations: CONTRACTOR agrees to remove call boxes from existing locations on an as-needed basis to accommodate freeway construction and other projects at the request of SAFE. SAFE retains ownership of boxes authorized for removal and CONTRACTOR shall make all removed call boxes available for reinstallation. Relocation of a call box will include, but is not limited to, removing the call box and mounting from its existing location and installing it at a new location as directed by SAFE.

3.3 Reinstalls/Deferred Installations Coordination: CONTRACTOR shall coordinate the removal, de-activation and storage of call boxes as requested by Caltrans or the SAFE Project Manager. CONTRACTOR shall also maintain proper inventory documentation and coordinate setting, re-installation and deferred installation tasks including permitting, site approval, installation and activation. CONTRACTOR shall coordinate activities to expedite the re-installation of call box sites after Caltrans construction projects are completed. CONTRACTOR is not responsible for design work should any be necessary for the reinstallation of call boxes at new locations.

3.4 Force Majeure: Any event beyond the control of the CONTRACTOR and not due to an act or omission of CONTRACTOR that materially and adversely affects CONTRACTOR's obligations hereunder and which event (for the effects of which event) could not have been avoided by due diligence and use of reasonable efforts by CONTRACTOR shall be deemed a "Force Majeure Event, "including the following:

- Any earthquake, hurricane, flood or other natural disaster;
- Any epidemic, blockade, rebellion, war, riot, act of sabotage, or civil commotion, disastrous or extensive fire or explosion.

- The suspension termination, interruption, denial or failure to obtain, renew or amend any permit SAFE is responsible for obtaining;
- Any change in a governmental rule or regulation, or change, in the judicial or administrative interpretation of a governmental rule or regulation, or adoption of any new governmental rule or regulation that by its nature imposes additional or delay on CONTRACTOR and that was not reasonably foreseeable at the Proposal Date; and
- Any lawsuit seeking to restrain, enjoin, challenge, or delay construction of the project or the granting or renewal of any governmental approval.

In the event that any corrective or other maintenance work is required due to the occurrence of a Force Majeure Event, CONTRACTOR shall be compensated for all such work on a time and material basis in accordance with Exhibit B Ventura Price List, which is subject annually CPI adjustments each April 1. The most current Ventura Price List shall apply to work performed under this Agreement.

4.0 SYSTEM MANAGEMENT

4.1 Call Box System Database maintenance and Updates: CONTRACTOR shall maintain an accurate up- to date database containing the system specifications detailed in Exhibit A, System Installation Report Specification. CONTRACTOR shall also maintain an accurate, up to date database containing information on the entire call box system as detailed in Exhibit C "System Operation and Site Condition Form" CONTRACTOR shall provide SAFE with remote access to the Call Box System Database and the maintenance management system in an Access database file or similar compatible database file format. No more than three (3) different SAFE users shall be authorized to access the Call Box System Database, which users shall be identified in writing to CONTRACTOR by position or name from time to time as required

4.2 Call Box Maintenance Information
The Call Box System Database shall include maintenance information on the call box system. This information shall include:

- Description of all corrective maintenance visits including the call box sign number, date and time of work issue date, date and time of visit, and date and time work completed (different from the first visit) and description of work performed;
- Description of preventive maintenance visits including the call box sign number, date and time of visit, and description of work performed if it deviates from the standard preventive maintenance requirements;
- Description of other site work including, but not limited to the following: knockdowns; vandalism; sign repair; other repairs; site repairs; CHP reported; removals; reinstallations; and pad replacements. These entries should also include the work issue date and time (alarm date where applicable), site visit date and time, sign number, and date and time of completion; and
- Monthly summary report with the number of call box calls that were blocked by the cellular system or encountered a “system busy” response from the cellular network.

The Call box System Database shall include all information relating to system components. This information includes, but not limited to, controller card type, electronic serial number, transceiver model and type, and whether or not a call connected light or other ITS device is installed.

The Call Box System Database shall include electronic call box pictures and updated and complete latitude and longitude data. CONTRACTOR shall furnish all equipment and materials necessary to provide this data.

SAFE recognizes that the maintenance management system (hardware and software) is the property of CONTRACTOR and is being developed by CONTRACTOR at CONTRACTOR's sole expense.

5.0 Deliverables

Deliverable #1: Deliver annually an electronic file of the entire System Installed Report Specifications (as defined in Attachment A) in ASCII format to SAFE Beginning in July of 2011. Other updates shall be furnished upon request.

Deliverable #2: Deliver monthly an electronic file of the entire Call Box System Database (as defined in Exhibit C) to SAFE. Monthly update of call box system database to SAFE shall occur on the first Wednesday of each month starting in December 2010.

6.0 ADDITIONAL CALL BOX INSTALLATIONS

CONTRACTOR shall install additional call boxes along freeways, highways, toll roads, and other locations at SAFE's written request. Installation of additional call boxes shall include the furnishing of all labor, material and equipment necessary to place a new call box in service at the new location, and CONTRACTOR shall be compensated on a time and materials basis in accordance with Exhibit B, Ventura SAFE Price List. The Price List is subject to annual CPI adjustments each April 1. The most current Universal Price List shall apply to work performed under this Agreement.

7.0 FINAL FIELD SURVEY AND SITE APPROVAL COORDINATION

SAFE shall be the primary point of contact for Caltrans permit issues related to system expansion and shall coordinate final field surveys and field review meetings to approve or modify call box locations with Caltrans, CHP, and SAFE. CONTRACTOR shall prepare and submit encroachment permit applications to Caltrans, as required. CONTRACTOR shall work with the SAFE Project Manager to secure blanket installation permits for regional installation programs. (See Exhibit C System Operation and Site Condition form).

EXHIBIT A

System Installed Report Specifications

1. Call Box/ Sign Number
2. Automatic Number Identification
3. Mile Post Mark
4. Direction Installed on Highway
5. Site Type
6. Text Description of Location
7. Text Description of Best Access
8. Mobile Identification Number (MIN) (Call Box Phone Number)
9. Latitude/Longitude and Differential Correction Method using Global positioning System (GPS)
10. Digital Photograph

EXHIBIT B

2010 VENTURA SAFE Price List

Materials List	**New**	**Refurbished**
Digital TTY Lexan Call Box Assembly	$ 3,700.00	$ n/a
10W Solar Panel Assembly	$ 272.60	$ 125.00
20W Solar Panel Assembly	$ 400.00	$ 150.00
Antenna Assembly w/ cable - dual band	$ 130.67	$ n/a
New Call Box Sites (includes all required materials, and any other costs to SAFE)		
Site Type A	$ 1250.00	$ n/a
Site Type D	$ 1500.00	$ n/a
Site Type F	$ 1250.00	$ n/a
Site Type G	$ 1250.00	$ n/a
Site Type H	$ 1250.00	$ n/a
Site Type K	$ 1250.00	$ n/a
Site Type L	$ 1250.00	$ n/a
Site Type M	$ 1250.00	$ n/a
Maintenance Items for Aluminum Call Boxes		
Pole –Regular and Behind Guardrail F type	$ 220.00	$ 75.00
Pole- Modified F2 type	$ 220.00	$ 75.00
Aluminum Housing with Front Door	$ 600.00	$ 300.00
Saddle (pole mounting)	$ 45.14	$ 18.05
Aluminum faceplate only (no electronics)	$ 401.00	$ 75.00
Handset and armored cord	$ 120.00	$ 80.00
Yagi antenna - dual band	$ 125.00	$ n/a
Corner reflector	$ 200.00	$ n/a
Tri-band Antenna	$ 97.27	$ n/a
Mount for corner reflector or Yagi	$ 160.00	$ n/a
10W solar panel with bracket	$ 220.60	$ 125.00
20W solar panel with bracket	$ 320.00	$ 150.00
RF cable to antenna	$ 33.39	$ n/a
Solar cable to solar panel	$ 33.39	$ n/a
Misc other smaller cables and harnesses	$ 33.40	$ n/a
Aurora Controller Board	$ 612.00	$ n/a
Interface Board to Aurora Input/Output	$ 269.99	$ n/a
Digital Radio -- TC65 Siemens radio module	$ 400.00	$ n/a
TTY Lite Controller Board	$ 375.00	$ n/a
TTY Lite Illuminated LCD display assembly	$ 656.00	$ n/a
TTY Keypad	$ 267.00	$ 125.00
Sign Diamond & Anti-Graffiti w/ HR numbers	$ 217.11	$ n/a
Sign bracket wall mount	$ 75.00	$ n/a
Solar bracket post wall mount	$ 200.00	$ n/a
Installation kit	$ 125.99	$ n/a
Mounting hardware	$ 10.00	$ n/a
Sign hardware	$ 20.00	$ n/a
Wind brackets	$ 20.00	$ n/a
Hourly Labor Rate	**74.00**	
Hourly Rate for Night Work	**120.00**	

Materials List	New	Refurbished
Auger foundation	$ 258.73	$ n/a
Non-auger foundation	$ 258.73	$ 100.00
60" x 60" composite pad	$ 400.00	$ n/a
Rapidset concrete	$ 15.30 per bag	$ n/a
General purpose cement	$ 4.17 per bag	$ n/a
Tapco handrail (V-Loc)	$ 150.00	$ n/a
Conduit and fittings (wall mount)	$ 200.00	$ n/a
Call Box Upgrade Options (Single Unit Pricing)		
Digital Upgrade — GSM (Aluminum)	$ 1,100.00	$ 550.00
Aluminum TTY Lite Upgrade Kit	$ 1,000.00	$ 500.00
Combined Digital Upgrade and TTY Upgrade Kit	$ 2,100.00	$ 1,050.00

Exhibit C

System Operation and Site Condition Form

Sign Number
Installation Location Data
ANI
Telephone Number
Site Type
CHP Location Data
Date of Inspection
Time of Inspection
Notes

Operational Tests	Yes/No	Visual Inspection	Yes/No
Handset sits in cradle properly		Call box orientation correct	
Ringing is heard		Outer door functions properly	
Full duplex communications is established		Housing parts secure	
Audio quality good		User instructions attached	
ANI requested by CHP and sent by call box		Handset retaining mechanism functions	
ANI verified by CHP		Handset cable armored	
Location data verified by CHP		Anti-theft label attached	
Sign Number verified with CHP		Weep hole clear	
Phone number verified with CHF		Handset is hearing aid compatible	
Feedback audible during process		Tamper-proof hardware used on solar panel	
Terminate command received by call box		Solar panel hardware secure	
Call box connection terminated		Solar panel correctly oriented and clear	
Site Inspection	Yes/No	Virtual Hold Testing	Yes/No

Handrail installed properly		Virtual hold functions properly	
Handrail constructed properly		Full duplex dropped	
Site not obstructed		Feedback heard in handset	
Site grading and preparation IAW plans		Beep heard in handset (CHP call back)	
Site retaining/foundation wall construction IAW plans		Full duplex re-established	
Shoulder is 8 ft minimum		ANI Requested by CHP and sent by call box	
Breakaway base orientation correct		TTY/TDDTESTING	Yes/No
Operations height limit set @ 54"		TTY/TDD wakes up/responds properly	
Pad height @ 1/2 above grade		TTY/TDD functions IAW specs	
Pad alignment and interact IAW plans		TTY/TDD terminates properly	
Opposite box pairing within limits		Add-on components	Yes/No