



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, NOVEMBER 5, 2010
9:00 AM**

Members Present:

**Dennis Gillette, Chair, City of Thousand Oaks
Bill Fulton, Vice Chair, City of San Buenaventura
Steve Bennett, Supervisor, County of Ventura
Ralph Fernandez, City of Santa Paula
Peter Foy, Supervisor, County of Ventura
Brian Humphrey, Citizen Representative, Cities
Kathy Long, Supervisor, County of Ventura
Michael Morgan, City of Camarillo
Keith Millhouse, City of Moorpark
Jon Sharkey, City of Port Hueneme
Linda Parks, Supervisor, County of Ventura
Carol Smith, City of Ojai
Steve Sojka, City of Simi Valley
Keith Turner, Citizen Representative, County
Patti Walker, City of Fillmore
John Zaragoza, Supervisor, County of Ventura
Lindy Lee-Levell, Caltrans**

Call To Order

Pledge of Allegiance

Roll Call

Public Comments for those items not listed in this agenda

**APPROVE SUMMARY FROM OCTOBER 1, 2010 REGULAR VCTC MEETING - APPROVED
(Commissioner Turner Abstained)**

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CALTRANS REPORT

The Ventura 101 Rehabilitation project will be advertised on November 15th. The 25 mile, \$55 million pavement project is expected to begin this spring.

COMMISSIONERS REPORTS

Commissioner Bennett congratulated staff on the new VISTA Bus design.

Commissioner Millhouse attended the Mobility 21 Conference. Attendance was great and the program was very beneficial. High Speed rail has announced the first segment which will run from Merced to Fresno.

Commissioner Long commented that she also attended Mobility 21 and found the program and workshops to be excellent.

Commissioner Sojka said he was disappointed the Metrolink Holiday Toy train will not be stopping in Simi Valley this year. Simi Valley Mayor Miller has sent a letter to Metrolink requesting the board to reconsider reinstating the train in 2011. Every year 1,000 Simi Valley residents attend this event.

Commissioner Millhouse responded to Commissioner Sojka's comment by saying running the annual train is a huge expense and cut backs were necessary. Choices were made based on station logistics and coordination with the Amtrak schedules. Hopefully next year all stations will be included.

EXECUTIVE DIRECTOR REPORT

101 Widening – Mussel Shoals – Carpenteria - On September 21, 2010 the County Board of Supervisors acted on two appeals submitted against the Caltrans application for a Conditional Use Permit for the Highway 101 HOV Improvement project and added some conditions regarding beach access and connectivity to the adjoining parks. The permit was sent the California Coastal Commission for their review and allowing another appeal period. The final day of the appeal period was November 2nd. Three appeals were filed, one of which was unexpected from, the Santa Cruz Surfers' Environmental Alliance. The first part of the appeal process is a review period of 45 days to allow the Coastal Commission staff to review the appeals and make either a "non-substantive finding" or a "substantive finding". If the first finding is made there will be no need to pursue the appeal to the Coastal Commission however, if the second finding is made a hearing by the Coastal Commission will need to be scheduled. The second finding will take several months to one year to complete. VCTC and the Santa Barbara County Association of Governments will coordinate with Caltrans staff to work with the California Coastal Commission staff to recommend the "non-substantive finding" including issuing letter of support for the project and stressing the importance of keeping with the schedule to capture the Proposition 1B Corridor Mobility Improvement Account funds allocated for this project.

Federal Funds for Positive Train Control - I'm pleased to announce that last week, Secretary of Transportation Ray LaHood released the Department of Transportation's program for High Speed Rail funding, and the program includes \$13.5 million for Metrolink Positive Train Control. This grant represents one of the last funding commitments needed for PTC to be fully funded, assuming that the State meets its commitment for bond funds. We understand that the next State bond sale will be November 22nd, so we will have better idea by January whether the bond funds will be available when they are needed.

Hueneme Road Widening TIGER II Grant Application - On a less happy note, USDOT announced the projects it selected for the "TIGER II" program, and the Hueneme Road Widening environmental and design funding application, an application submitted by the County with support from VCTC, the Oxnard Harbor District and the city of Oxnard, was not selected. There were \$19 billion worth of projects nominated with only \$600 million in available funds.

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Santa Paula Bike Path Groundbreaking - Last week staff participated in the groundbreaking for the Santa Paula Bike Path project, to be built on the Santa Paula Branch Line right-of-way in the City of Santa Paula. This project has been a number of years in coming, and was largely funded with federal funds programmed by VCTC.

LA Metro Board Asks Metrolink to Exercise Option on Purchase of New Passenger Cars - Late last week, LA Metro took action recommending the Metrolink Board approve exercising an option from the Rotem Company in Korea to purchase 20 additional passenger cars. Metro also approved using \$18 million in LA local funds to finance about half of the \$44 million needed to pay for the cars. LA is asking the other four Metrolink counties to join in the option purchase.

As background, about three years ago, Metrolink placed an order for passenger cars to allow for car replacement and also planned service expansions in Orange and Riverside counties. The cars are being built with the latest in crash energy management design specifications and are just now arriving. Rotem recently offered to build another 20 cars under the same order at a significant discount with a second option offer to build an additional 23 cars also at a lower price. Exercising these two options, along with the original order, would basically replace all the passenger cars now in operation in the Metrolink system. This would happen at a time when much of the original fleet of cars purchased when service started in 1992 needs rehabilitation and upgrading.

However, even at a discount, buying just the first option of 20 cars would cost about \$44 million; VCTC's share would be about \$1.7 million. Also, several of the member agencies have concerns about providing funding for more cars especially when the Orange and Riverside expansion plans are now on hold.

If the proposed 20-car option is approved by the other counties, some of the new cars would be deployed on the Ventura Line and we would be expected to contribute to the purchase. Also still under discussion is the second option offer from Rotem for the other 23 cars. Further complicating the discussion by the five member agencies is a review of the funding split for the original order three years ago. Since Riverside and Orange have postponed their service expansions, all the new cars will be deployed systemwide rather than concentrated in those two counties and they feel that all counties should therefore split the cost. Note that VCTC did not contribute to the original order because we did not plan on expanding service.

The action at LA Metro happened just a few days ago and none of the other Metrolink member agencies have taken action on the 20-car purchase option or on the other issues under debate. The discussion is continuing and we will be meeting with the other counties to determine the best way to proceed. We wanted to alert you at this time about the situation and will have an update for the Commission at the December meeting.

Election Update and Report - There are some significant items of news resulting from the election, not the least of which was the overwhelming approval of Proposition 22, which VCTC supported, to protect local agency and transportation funds from state raids. It is not completely clear yet how Proposition 22 will affect the gas tax swap, which as you know was approved by the Legislature after Proposition 22 was on the ballot. Thanks to Proposition 22, it looks like a continued flow of State Transit Assistance funding to transit operators is assured.

However, the state transportation funding situation has been made more much complex, due to the passage of Proposition 26, which requires a two-thirds vote of the Legislature to increase certain fees. It appears that the combination of Propositions 22 and 26 will undo the gas tax swap, but it is uncertain whether Proposition 26 will mean that the Legislature will require a two-thirds vote to restore Proposition 42, which the gas tax swap eliminated. Should Proposition 42 not be restored, then all State Transportation Improvement Program funding for highway improvement projects would cease. We would hope that if STIP funds are threatened the Legislature will find a way to restore this vital source of transportation funding. There is also a possibility that some of the funds for State Highway Rehabilitation could also be lost.

In addition, the Legislature and the new Governor face a new \$600 million budget shortfall due to Proposition 22's prohibition on using transportation funds to pay for Proposition 1B bond debt service, which the current budget assumes, so one unanswered question is whether the State will continue selling Proposition 1B (Transportation Bonds) and 1A (High Speed Rail) bonds. Proposition 1B bonds are needed to maintain the flow of funds to some

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existing projects including the Route 118 Widening and the Rice/101 Interchange, and also to construction the Route 101 Carpool Lane project, and Proposition 1A funds are needed to pay the major share of the Positive Train Control project. Transportation agencies throughout the state will undoubtedly make a strong push for continued sale of Proposition 1B and 1A bonds, with debt service paid by the general fund.

An interesting election result in the Bay Area was the approval of \$10 Vehicle Registration Fees to fund transportation investments in five of the Bay Area counties, namely Alameda, San Francisco, Marin, Santa Clara, and San Mateo. The fee was voted down in two counties, Contra Costa and Sonoma. A simple majority, or 50%+1, vote was required for approval of these measures.

On the federal level, a major election bombshell on the transportation front was the election loss of Congressman James Oberstar of Minnesota, the Chairman of the House Transportation and Infrastructure Committee and a tireless advocate for authorization of a new federal transportation program with significantly increased level of funding. Due to the Republicans having won a majority in the House, he would not have continued as the Chair, but transportation advocates will sorely miss his voice on that Committee. The likely new chairman of the House T & I Committee will be Florida Congressman John Mica.

Finally, on the local level, we acknowledge with regret that the election results in the loss from the Commission of two of our county's transportation leaders, namely our Past Chair Dean Maulhardt of Oxnard, and Commissioner Carol Smith of Ojai. Although we will no longer be working with you as Commissioners and local elected officials, we hope to continue hear from you, and we wish you well in your future endeavors.

ADDITIONS/REVISIONS – NONE

CONSENT CALENDAR

9A. RAIL OPERATIONS UPDATE - RECEIVED AND FILED

9B. APPROVE SECTION 13(C) LABOR AGREEMENT – CONTINUED TO DECEMBER 3, 2010

9C. LEGISLATIVE UPDATE AND MATRIX – SUPPORT CONTINUATION OF FEDERAL ENVIRONMENTAL APPROVAL DELEGATION

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

APPROVED

9D. AUTHORIZATION TO PROCEED WITH HERITAGE VALLEY SUSTAINABLE TRANSIT STUDY

- 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.

APPROVED

9E. AUTHORIZATION TO PROCEED WITH HIRING A TRANSIT INTERN

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.

APPROVED

10. **APPROVE COMMENT ON URBANIZED AREA REDEFINITION**

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

11. **VISTA FARE INCREASE – PUBLIC HEARING**
PUBLIC COMMENTS

Audrey Fayloga said recent changes to the VISTA system have made it much easier for her travel needs.

Carl Lawson supports the fare increase.

Joseph Beguender does not support the fare increase.

Munce Ortega, represents Ventura College students, spoke against the fare increase.

Patrick Finney supports the fare increase.

Lynn Edmonds, Jessica Ramos, Salena Cruz, Sam Cruz and Maritza Cruz, Fillmore residents who do not support the increase, especially if there will be cuts in service. They would like to see the Dial-A-Ride service replaced with fixed route service.

Recommended Action:

- 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.
Increase the age for "Seniors" from 62 to 65 years old
APPROVED by 13-3 Vote.

12. **VISTA CONTRACT EXTENSION**

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

APPROVED

13. **CALL BOX CONTRACT**

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.

APPROVED

14. **GENERAL COUNSEL'S REPORT**

15. **AGENCY REPORTS - NONE**

16. **CLOSED SESSION**

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17. ADJOURN

The next Commission meeting is scheduled to be held at 9:00 a.m. Friday, **December 3, 2010** ,
Camarillo City Hall, City Council Chambers, 601 Carmen Drive, Camarillo.



Item #9A

December 3, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: MONTHLY BUDGET REPORT

RECOMMENDATION:

- Receive and file the monthly budget report for July and August 2010.

BACKGROUND:

The monthly budget report is presented in a comprehensive agency-wide format with the investment report presented at the end. The Annual Budget numbers are updated as the Commission approves budget amendments or administrative budget amendments are approved by the Executive Director.

Staff typically prepares this agenda item on a monthly basis, but staff was out of the office on an extended medical leave. Upon returning, staff's immediate priority was the Fiscal Year 2009/2010 year-end close and audit creating further delays in this monthly budget report. Staff expects to provide the September 2010 and October 2010 monthly budget reports on the January 2011 agenda and the Commission will receive monthly budget reports from that point forward.

The July 31, 2010 and August 31, 2010 budget reports indicate that revenues were approximately 7.78% and 13.6% of the adopted budget while expenditures were approximately 4.31% and 6.59% of the adopted budget. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on a percentage or monthly basis. For instance, some revenues are received at the beginning of the year while other revenues are received after grants are approved by federal agencies. In many instances, VCTC incurs expenses in advance of the revenues.

**VENTURA COUNTY TRANSPORTATION COMMISSION
BALANCE SHEET
AS OF JULY 31, 2010**

ASSETS

Assets:

Cash and Investments - Wells Fargo Bank	\$ 2,329,606
Cash and Investments - County Treasury	10,437,487
Cash and Investments - Bank of New York	4,108,535
Petty Cash	50
Receivables/Due from other funds	12,959,003
Prepaid Expenditures	818,373
Deposits	10,380

Total Assets: **\$30,663,434**

LIABILITIES AND FUND BALANCE

Liabilities:

Accrued Expenses/Due to other funds	\$ 9,128,592
Deferred Revenue	172,664
Advance from DOT	428,000
Deposits	400

Total Liabilities: **\$ 9,729,656**

Net Assets:

Fund Balance	<u>\$20,933,778</u>
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Total Liabilities and Fund Balance: **\$30,663,434**

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE ONE MONTH ENDING JULY, 2010**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Debt Service Actual	Capital Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Revenues										
Federal Revenues	\$ 904,734	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 904,734	\$ 15,347,811	(14,443,077)	5.89
State Revenues	0	1,624,700	2,427,794	0	0	0	4,052,494	50,215,872	(46,163,378)	8.07
Local Revenues	492,160	0	0	10,000	0	0	502,160	4,422,799	(3,920,639)	11.35
Other Revenues	0	0	0	0	0	0	0	0	0	0.00
Interest	99	0	0	84	0	0	183	210,000	(209,817)	0.09
Total Revenues	1,396,993	1,624,700	2,427,794	10,084	0	0	5,459,571	70,196,482	(64,736,911)	7.78
Expenditures										
Administration										
Personnel Expenditures	110,620	0	0	0	0	0	110,620	2,413,000	(2,302,380)	4.58
Legal Services	2,288	0	0	0	0	0	2,288	35,000	(32,712)	6.54
Professional Services	2,100	0	0	0	0	0	2,100	110,000	(107,900)	1.91
Office Leases	15,535	0	0	0	0	0	15,535	131,300	(115,765)	11.83
Office Expenditures	8,127	0	0	0	0	0	8,127	271,672	(263,545)	2.99
Total Administration	138,670	0	0	0	0	0	138,670	2,960,972	(2,822,302)	4.68
Programs and Projects										
Transit & Transportation Program										
Senior-Disabled Transportation	7,559	0	0	0	0	0	7,559	252,800	(245,241)	2.99
Go Ventura Smartcard	134	0	0	0	0	0	134	819,178	(819,044)	0.02
VISTA Fixed Route	440,316	0	0	0	0	0	440,316	5,150,660	(4,710,344)	8.55
VISTA DAR	175,831	0	0	0	0	0	175,831	2,339,200	(2,163,369)	7.52
Nextbus	0	0	0	0	0	0	0	879,650	(879,650)	0.00
Trapeze Paratransit & Dispatch	1,920	0	0	0	0	0	1,920	30,200	(28,280)	6.36
Transit Grant Administration	1,270,870	0	0	0	0	0	1,270,870	5,797,324	(4,526,454)	21.92
Total Transit & Transportation	1,896,630	0	0	0	0	0	1,896,630	15,269,012	(13,372,382)	12.42
Highway Program										
Congestion Management Program	0	0	0	0	0	0	0	25,000	(25,000)	0.00
Motorist Aid Call Box System	0	0	0	22,724	0	0	22,724	462,900	(440,176)	4.91
SpeedInfo Highway Speed Sensor	0	0	0	11,800	0	0	11,800	144,200	(132,400)	8.18
Road & Highway Projects	612,522	0	0	0	0	227,482	840,004	3,952,200	(3,112,196)	21.25
Total Highway	612,522	0	0	34,524	0	227,482	874,528	4,584,300	(3,709,772)	19.08

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Debt Service Actual	Capital Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Rail Program										
Metrolink Commuter Rail	150	0	0	0	0	0	150	2,764,047	(2,763,897)	0.01
LOSSAN & Coastal Rail	0	0	0	0	0	0	0	32,683	(32,683)	0.00
Santa Paula Branch Line	28,150	0	0	0	0	0	28,150	422,850	(394,700)	6.66
Total Rail	28,300	0	0	0	0	0	28,300	3,219,580	(3,191,280)	0.88
Commuter Assistance Program										
Dial A Route Transit Information	2,030	0	0	0	0	0	2,030	27,000	(24,970)	7.52
Rideshare & Employer Services	826	0	0	0	0	0	826	52,217	(51,391)	1.58
Total Commuter Assistance	2,856	0	0	0	0	0	2,856	79,217	(76,361)	3.61
Planning & Programming										
TDA LTF & STA Administration	140,000	14,700	0	0	0	0	154,700	21,579,623	(21,424,923)	0.72
Transportation Improvement Program	304	0	0	0	0	0	304	12,600	(12,296)	2.41
Regional Transportation Planning	10,625	0	0	0	0	0	10,625	149,500	(138,875)	7.11
Regional Transit Planning	667	0	0	0	0	0	667	208,400	(207,733)	0.32
Freight Movement	0	0	0	0	0	0	0	594,080	(594,080)	0.00
Total Planning & Programming	151,596	14,700	0	0	0	0	166,296	22,544,203	(22,377,907)	0.74
General Government										
Marketing & Community Outreach	0	0	0	0	0	0	0	499,332	(499,332)	0.00
State & Federal Relations	15,205	0	0	0	0	0	15,205	62,455	(47,250)	24.35
Debt Service	0	0	0	0	78,325	0	78,325	24,586,253	(24,507,928)	0.32
Management & Administration	2,485	0	0	0	0	0	2,485	431,061	(428,576)	0.58
Total General Government	17,690	0	0	0	78,325	0	96,015	25,579,101	(25,483,086)	0.38
Total Expenditures	2,848,264	14,700	0	34,524	78,325	227,482	3,203,295	74,236,385	(71,033,090)	4.31
Revenues over (under) expenditures	(1,451,271)	1,610,000	2,427,794	(24,440)	(78,325)	(227,482)	2,256,276	(4,039,903)	6,296,179	(55.85)

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Debt Service Actual	Capital Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Other Financing Sources										
Transfers Into GF from LTF	1,566,277	0	0	0	0	0	1,566,277	1,607,360	(41,083)	97.44
Transfers Into GF fr STA	1,407,149	0	0	0	0	0	1,407,149	4,066,395	(2,659,246)	34.60
Transfers Into GF from SAFE	0	0	0	0	0	0	0	695,800	(695,800)	0.00
Transfers Into DS from Cap	0	0	0	0	15	0	15	0	15	0.00
Transfers Out from LTF into GF	0	(1,566,277)	0	0	0	0	(1,566,277)	(1,607,360)	41,083	97.44
Transfers Out STA into GF	0	0	(1,407,149)	0	0	0	(1,407,149)	(4,066,395)	2,659,246	34.60
Transfers Out SAFE into GF	0	0	0	0	0	0	0	(695,800)	695,800	0.00
Transfers Out Cap into DS	0	0	0	0	0	(15)	(15)	0	(15)	0.00
Total Other Financing Sources	2,973,426	(1,566,277)	(1,407,149)	0	15	(15)	0	0	0	0.00
Net Change in Fund Balances	1,522,155	43,723	1,020,645	(24,440)	(78,310)	(227,497)	2,256,276	(4,039,903)	6,296,179	
Beginning Fund Balance	1,570,432	2,570,057	7,700,785	2,863,729	1,872,350	2,100,149	18,677,502	11,643,000	7,034,502	
Ending Fund Balance	\$3,092,587	\$2,613,780	\$8,721,430	\$2,839,289	\$1,794,040	\$1,872,652	\$20,933,778	\$7,603,097	\$13,330,681	

**VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF JULY 31, 2010**

As stated in the Commission's investment policy, the Commission's investment objectives are safety, liquidity, diversification, return on investment, prudence and public trust with the foremost objective being safety. Below is a summary of the Commission's investments that are in compliance with the Commission's investment policy and applicable bond documents.

Institution	Investment Type	Maturity Date	Interest to Date	Rate	Balance
Wells Fargo – Checking	Government Checking	N/A	\$216.75	0.10%	\$2,253,372.69
Wells Fargo Fidelity MM	Fidelity Inst. Money Market Gov. Portfolio (FCGXX)	N/A	\$3.67	0.01%	76,233.40
County of Ventura	Treasury Pool	N/A	\$0.00	1.63%	10,393,090.28
Bank of New York	JP Morgan US Government Money Market (MJGXX)	N/A	\$0.00	0.16%	897,523.54
Bank of New York	U.S. Treasury Bill	08/26/10	\$0.00	0.20%	2,095,583.29
Bank of New York	U.S. Treasury Bill	10/21/10	\$0.00	0.24%	1,115,428.60
Total			\$168,184.91		\$16,831,231.80

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

The Commission's checking accounts for the general fund and the Service Authority for Freeway Emergencies (SAFE) fund are swept daily into a money market account. The interest earnings are deposited the following day. The first \$250,000 of the combined deposit balance is federally insured and the remaining balance is collateralized by Wells Fargo Bank.

The Commission's general funds are also invested in Fidelity money market funds which are also collateralized by Wells Fargo. These funds accrue interest daily and are deposited into the account the first day of the following month.

The Commission's Local Transportation Funds (LTF), State Transit Assistance (STA) funds and SAFE funds are invested in the Ventura County investment pool. Interest is apportioned quarterly, in arrears, based on the average daily balance. The investment earnings are generally deposited into the accounts in two payments within the next quarter.

The Debt Service and Capital funds for the Lewis Road bond are currently invested in JP Morgan money market funds at the Bank of New York (VCTC's bond trustee) as well as in United States Treasury Bills. The funds were invested to meet anticipated cash flow needs and the investment income will be booked at maturity.

**VENTURA COUNTY TRANSPORTATION COMMISSION
BALANCE SHEET
AS OF AUGUST 31, 2010**

ASSETS

Assets:

Cash and Investments - Wells Fargo Bank	\$ 3,849,178
Cash and Investments - County Treasury	11,122,783
Cash and Investments - Bank of New York	4,033,642
Petty Cash	50
Receivables/Due from other funds	11,287,986
Prepaid Expenditures	818,373
Deposits	<u>10,380</u>

Total Assets: **\$31,122,392**

LIABILITIES AND FUND BALANCE

Liabilities:

Accrued Expenses/Due to other funds	\$ 7,178,232
Deferred Revenue	179,537
Advance from DOT	428,000
Deposits	<u>400</u>

Total Liabilities: **\$7,786,169**

Net Assets:

Fund Balance	<u>\$23,336,223</u>
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Total Liabilities and Fund Balance: **\$31,122,392**

VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE TWO MONTHS ENDING AUGUST, 2010

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Debt Service Actual	Capital Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Revenues										
							\$			
Federal Revenues	\$ 1,201,972	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	1,201,972	\$15,347,811	(14,145,839)	7.83
State Revenues	0	3,791,000	2,427,794	0	0	0	6,218,794	50,215,872	(43,997,078)	12.38
Local Revenues	2,115,840	0	0	10,000	0	0	2,125,840	4,422,799	(2,296,959)	48.07
Other Revenues	18	0	0	0	0	0	18	0	18	0.00
Interest	229	0	0	154	7	598	988	210,000	(209,012)	0.47
Total Revenues	3,318,059	3,791,000	2,427,794	10,154	7	598	9,547,612	70,196,482	(60,648,870)	13.60
Expenditures										
Administration										
Personnel Expenditures	290,217	0	0	0	0	0	290,217	2,413,000	(2,122,783)	12.03
Legal Services	3,360	0	0	0	0	0	3,360	35,000	(31,640)	9.60
Professional Services	11,421	0	0	0	0	0	11,421	110,000	(98,579)	10.38
Office Leases	27,594	0	0	0	0	0	27,594	131,300	(103,706)	21.02
Office Expenditures	16,250	0	0	0	0	0	16,250	271,675	(255,425)	5.98
Total Administration	348,842	0	0	0	0	0	348,842	2,960,975	(2,612,133)	11.78
Programs and Projects										
Transit & Transportation Program										
Senior-Disabled Transportation	14,527	0	0	0	0	0	14,527	252,800	(238,273)	5.75
Go Ventura Smartcard	24,062	0	0	0	0	0	24,062	819,178	(795,116)	2.94
VISTA Fixed Route	802,296	0	0	0	0	0	802,296	5,150,660	(4,348,364)	15.58
VISTA DAR	368,874	0	0	0	0	0	368,874	2,339,200	(1,970,326)	15.77
Nextbus	0	0	0	0	0	0	0	879,650	(879,650)	0.00
Trapeze Paratransit & Dispatch	3,838	0	0	0	0	0	3,838	30,200	(26,362)	12.71
Transit Grant Administration	1,276,004	0	0	0	0	0	1,276,004	5,797,324	(4,521,320)	22.01
Total Transit & Transportation	2,489,601	0	0	0	0	0	2,489,601	15,269,012	(12,779,411)	16.30
Highway Program										
Congestion Management Program	0	0	0	0	0	0	0	25,000	(25,000)	0.00
Motorist Aid Call Box System	0	0	0	50,496	0	0	50,496	462,900	(412,404)	10.91
SpeedInfo Highway Speed Sensor	0	0	0	11,800	0	0	11,800	144,200	(132,400)	8.18
Road & Highway Projects	612,642	0	0	0	0	227,482	840,124	3,952,200	(3,112,076)	21.26
Total Highway	612,642	0	0	62,296	0	227,482	902,420	4,584,300	(3,681,880)	19.69

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Debt Service Actual	Capital Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Rail Program										
Metrolink Commuter Rail	175	0	0	0	0	0	175	2,764,047	(2,763,872)	0.01
LOSSAN & Coastal Rail	0	0	0	0	0	0	0	32,683	(32,683)	0.00
Santa Paula Branch Line	63,903	0	0	0	0	0	63,903	422,850	(358,947)	15.11
Total Rail	64,078	0	0	0	0	0	64,078	3,219,580	(3,155,502)	1.99
Commuter Assistance Program										
Dial A Route Transit Information	4,418	0	0	0	0	0	4,418	27,000	(22,582)	16.36
Rideshare & Employer Services	2,264	0	0	0	0	0	2,264	52,217	(49,953)	4.34
Total Commuter Assistance	6,682	0	0	0	0	0	6,682	79,217	(72,535)	8.44
Planning & Programming										
TDA LTF & STA Administration	147,528	715,964	0	0	0	0	863,492	21,579,623	(20,716,131)	4.00
Transportation Improvement Program	1,478	0	0	0	0	0	1,478	12,600	(11,122)	11.73
Regional Transportation Planning	11,433	0	0	0	0	0	11,433	149,500	(138,067)	7.65
Regional Transit Planning	22,342	0	0	0	0	0	22,342	208,400	(186,058)	10.72
Freight Movement	0	0	0	0	0	0	0	594,080	(594,080)	0.00
Total Planning & Programming	182,781	715,964	0	0	0	0	898,745	22,544,203	(21,645,458)	3.99
General Government										
Marketing & Community Outreach	0	0	0	0	0	0	0	499,332	(499,332)	0.00
State & Federal Relations	18,580	0	0	0	0	0	18,580	62,455	(43,875)	29.75
Debt Service	0	0	0	0	156,650	0	156,650	24,586,253	(24,429,603)	0.64
Management & Administration	3,293	0	0	0	0	0	3,293	431,061	(427,768)	0.76
Total General Government	21,873	0	0	0	156,650	0	178,523	25,579,101	(25,400,578)	0.70
Total Expenditures	3,726,499	715,964	0	62,296	156,650	227,482	4,888,891	74,236,388	(69,347,497)	6.59
Revenues over (under) expenditures	(408,440)	3,075,036	2,427,794	(52,142)	(156,643)	(226,884)	4,658,721	(4,039,906)	8,698,627	(115.32)

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Debt Service Actual	Capital Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Other Financing Sources										
Transfers Into GF from LTF	1,566,277	0	0	0	0	0	1,566,277	1,607,360	(41,083)	97.44
Transfers Into GF from STA	1,407,149	0	0	0	0	0	1,407,149	4,066,395	(2,659,246)	34.60
Transfers Into GF from SAFE	0	0	0	0	0	0	0	695,800	(695,800)	0.00
Transfers Into DS from Cap	0	0	0	0	3,057	0	3,057	0	3,057	0.00
Transfers Out from LTF into GF	0	(1,566,277)	0	0	0	0	(1,566,277)	(1,607,360)	41,083	97.44
Transfers Out STA into GF	0	0	(1,407,149)	0	0	0	(1,407,149)	(4,066,395)	2,659,246	34.60
Transfers Out SAFE into GF	0	0	0	0	0	0	0	(695,800)	695,800	0.00
Transfers Out Cap into DS	0	0	0	0	0	(3,057)	(3,057)	0	(3,057)	0.00
Total Other Financing Sources	2,973,426	(1,566,277)	(1,407,149)	0	3,057	(3,057)	0	0	0	0.00
Net Change in Fund Balances	2,564,986	1,508,759	1,020,645	(52,142)	(153,586)	(229,941)	4,658,721	(4,039,906)	8,698,627	
Beginning Fund Balance	1,570,432	2,570,057	7,700,785	2,863,729	1,872,350	2,100,149	18,677,502	11,643,000	7,034,502	
Ending Fund Balance	\$4,135,418	\$4,078,816	\$8,721,430	\$2,811,587	\$1,718,764	\$1,870,208	\$23,336,223	\$7,603,094	\$15,733,129	

**VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF AUGUST 31, 2010**

As stated in the Commission's investment policy, the Commission's investment objectives are safety, liquidity, diversification, return on investment, prudence and public trust with the foremost objective being safety. Below is a summary of the Commission's investments that are in compliance with the Commission's investment policy and applicable bond documents.

Institution	Investment Type	Maturity Date	Interest to Date	Rate	Balance
Wells Fargo – Checking	Government Checking	N/A	\$231.98	0.10%	\$3,772,940.74
Wells Fargo Fidelity MM	Fidelity Inst. Money Market Gov. Portfolio (FCGXX)	N/A	\$4.32	0.01%	76,237.04
County of Ventura	Treasury Pool	N/A	\$0.00	1.63%	11,078,386.47
Bank of New York	JP Morgan US Government Money Market (MJGXX)	N/A	\$15.23	0.16%	2,918,213.56
Bank of New York	U.S. Treasury Bill	08/26/10	\$590.27	0.20%	0.00
Bank of New York	U.S. Treasury Bill	10/21/10	\$0.00	0.24%	1,115,428.60
Total			\$841.80		\$18,961,206.41

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

The Commission's checking accounts for the general fund and the Service Authority for Freeway Emergencies (SAFE) fund are swept daily into a money market account. The interest earnings are deposited the following day. The first \$250,000 of the combined deposit balance is federally insured and the remaining balance is collateralized by Wells Fargo Bank.

The Commission's general funds are also invested in Fidelity money market funds which are also collateralized by Wells Fargo. These funds accrue interest daily and are deposited into the account the first day of the following month.

The Commission's Local Transportation Funds (LTF), State Transit Assistance (STA) funds and SAFE funds are invested in the Ventura County investment pool. Interest is apportioned quarterly, in arrears, based on the average daily balance. The investment earnings are generally deposited into the accounts in two payments within the next quarter.

The Debt Service and Capital funds for the Lewis Road bond are currently invested in JP Morgan money market funds at the Bank of New York (VCTC's bond trustee) as well as in United States Treasury Bills. The funds were invested to meet anticipated cash flow needs and the investment income will be booked at maturity.



Item #9B

December 3, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: COMPREHENSIVE ANNUAL FINANCIAL REPORT FISCAL YEAR 2009/2010

RECOMMENDATION:

- Approve the audited Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2009/2010.

BACKGROUND:

State law requires that the Ventura County Transportation Commission (Commission) publish within six months of the close of each fiscal year a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States (GAAP) and audited in accordance with generally accepted auditing standards by independent certified public accountants. Pursuant to that requirement, staff hereby issues the Comprehensive Annual Financial Report (CAFR) of the Ventura County Transportation Commission for the fiscal year ended June 30, 2010. This is the third year that the Commission has issued a CAFR which includes additional information to provide a more "comprehensive report" to the Commission and the public.

The Commission's new auditors, Vavrinek, Trine, Day and Company, LLP, have completed the Fiscal Year 2009/2010 audit and all reports. Vavrinek, Trine, Day and Company, LLP, has issued an unqualified opinion on the Ventura County Transportation Commission's financial statements for the year ended June 30, 2010. The independent auditor's report begins on page 3 of the CAFR. The CAFR, single audit report, SAS 114 report and management letter are provided as separate attachments.

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

In Fiscal Year 2009/2010, the Commission adopted annual budgets for all funds. Budgetary comparison schedules are provided on pages 46-56 of the CAFR as required supplementary information and supplementary schedules to demonstrate compliance with these budgets.

The Letter of Transmittal at the beginning of the CAFR is an introduction to the financial statements. The Management's Discussion and Analysis Report (MD&A) presented on pages 3-14 provides a narrative overview and analysis of the Commission's financial activities for Fiscal Year 2009/2010. The statistical section can be found at the end of the CAFR on pages 57-73.

At June 30, 2010, the Commission's General Fund balance was \$1,570,432, of which \$905,717 was reserved. The remaining \$664,715 is unreserved with \$128,755 designated for the Santa Paula Branch Line, \$133,619 set aside for compensated absences and \$402,341 available for Commission projects and/or operations in Fiscal Year 2010/2011.

December 3, 2010

Item #9B

Page #2

The remaining balances for the other funds were: \$2,570,057 for the LTF Fund; \$7,700,785 for the STA Fund; \$2,863,729 for the SAFE Fund, \$1,872,350 for the Debt Service Fund; and \$2,100,149 for the Capital Projects Fund. The total fund balance for Fiscal Year 2009/2010 was \$18,677,502 which was \$1,898,553 less than the previous year largely due to the reduction in the Capital Projects Fund.

The audited Comprehensive Annual Financial Statement and other reports are separate attachments to the agenda that are included in the Commissioner's packet. These reports are available upon request or on the Commission's website, www.goventura.org, as agenda attachments.



Item # 9C

December 3, 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 September, 93% of the inbound trips and 97% of the outbound trips ran on-time. There were no significant delays to Ventura Line trains.

Metrolink Board Rolls Out New Cars:

The Metrolink staff is starting to roll out the new Rotem passenger cars. The cars were ordered almost three years ago from the Rotem Company in Korea and are being assembled and tested in San Bernardino. The cars have been designed with the latest technology that deflects energy in case of a collision and with improved interior safety features. On December 6th, the new cars will be at the Moorpark Station at 11 AM for an official unveiling. Commissioner Millhouse, who is currently Chairman of the Metrolink Board will be speaking and the cars will be open for tours.

Metrolink Board Orders Additional New Cars:

Three months ago, the Rotem Company provided Metrolink a time-sensitive option to buy twenty additional passenger cars at a significant discount if the order was placed by November 30th. At a special meeting on November 19th, the Metrolink Board approved this option order. It is proposed the option be funded with State Proposition 1B funds over the next five years using part of the money originally earmarked for the sealed corridor and positive train control projects. As part of the action approving the car order, the Metrolink Board also directed Metrolink CEO John Fenton to meet with the CEO's of the five member counties to discuss a number of issues concerning the new cars including how they will be deployed across the Metrolink service area, what will be done with the old cars and how the other safety projects will be implemented if State money is used instead for the additional car order.

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 in the Metrolink system during several nights in December. Unfortunately, due to budget constraints, the special train will be making fewer stops this year. However, on Sunday December 19th, the train will be at the Moorpark Station between 5 and 5:45 PM, and, at the Camarillo Station between 6:15 and 7 PM.

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.

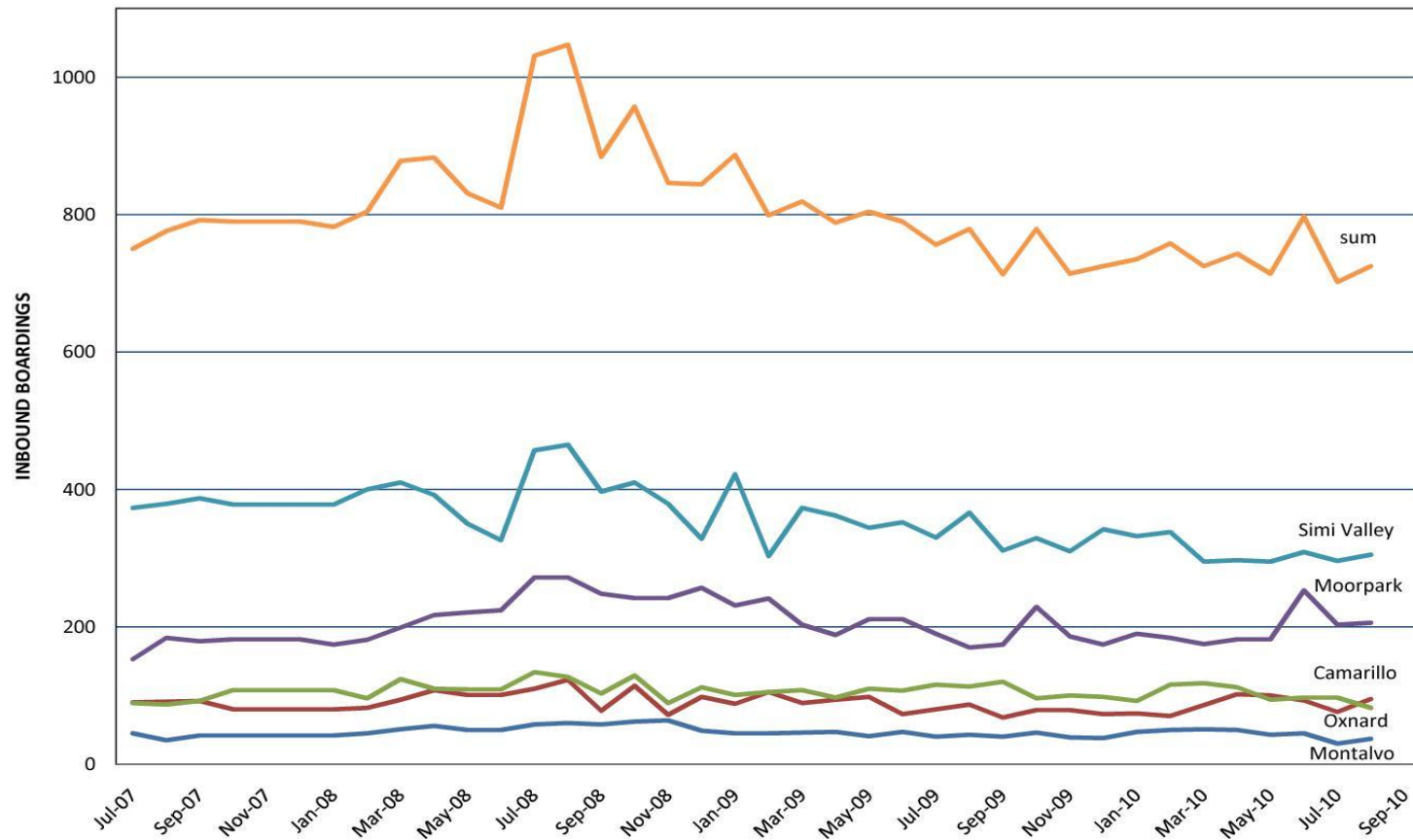
Property Leases

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)



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	2,076	39,068	285	
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	44	86	97	229	331	787	1,365
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 #9D

December 3, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: LEGISLATIVE UPDATE

RECOMMENDATION:

- Receive and file legislative report.

BACKGROUND:

Federal Issues

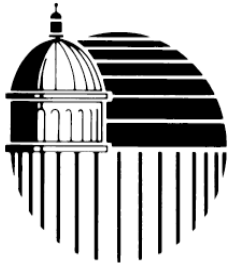
As was reported at the last meeting during the Executive Director's Report, the November 2nd election is anticipated to have a large impact on the direction of the federal transportation program. Besides the changes typically resulting from a switch in control of the House, a particularly noteworthy result from the transportation perspective was the election loss of current House Transportation and Infrastructure Committee Chair James Oberstar (D-MN), since Chairman Oberstar was a leading advocate for renewal of the federal transportation authorizing legislation at a significantly increased level of funding. The anticipated incoming Chair, John Mica (R-Florida), has committed to a new transportation authorization by the end of 2011, but it remains to be seen how the issue of inadequate revenue can be resolved. Meanwhile, California Senator Barbara Boxer is expected to continue as the Chair of the Senate Environment and Public Works Committee.

State Issues

The Executive Director's Report from last month also mentioned the significant financial uncertainty that now exists due to the simultaneous passage of Proposition 22 and Proposition 26, and the effect those two initiatives will have on the fuel tax swap and on transportation bond debt service. It is anticipated that the full impact will not be known until various issues are sorted out by the courts. However, a good deal more will be known in January, based on (1) the results of a new General Obligation Bond offering, and the decision on how much of the proceeds to provide to transportation; and (2) the proposed budget to be presented by the Brown Administration.

Subsequent to the election, the Legislative Analyst submitted a report pegging the FY 2011/12 deficit at \$25.4 billion. The report explicitly assumed that Proposition 26 would lead to the undoing of the gas tax swap, thus increasing the general fund deficit, while admitting that this scenario is uncertain.

Attached is the report of Tim Egan, VCTC's Sacramento representative.



Capital Representation Group

November 18, 2010

To: Ventura County Transportation Commission
Darren Kettle
Peter DeHaan

Subject: **LEGISLATIVE REPORT**

THE GOVERNOR-ELECT & LEGISLATURE

The Inauguration of Governor-elect Jerry Brown will occur on January 3, 2011 and will include the swearing in of the remainder of the State Constitutional Officers, except for Lieutenant Governor-elect Gavin Newsom who, for internal political reasons over the timing and selection of his replacement as Mayor of San Francisco will not be sworn until January 8th.

The 2011-12 Session of the California Legislature will begin at noon on December 6, 2010. The Democratic Legislative Leadership will remain the same for the Senate and Assembly Caucuses with Senator Darrell Steinberg (Sacramento) remaining as President Pro Tem of the Senate and Assembly Member John Perez (Los Angeles) as Assembly Speaker. The respective Republican Leaders in both houses will change with Senator Bob Dutton (Inland Empire) and Assembly Member Connie Conway (Visalia) taking over as the respective Senate and Assembly Republican Leaders. New legislation for the 2011-12 can be introduced anytime after Members are sworn in on December 6th.

STATE BUDGET

On November 10, 2010, Chief Legislative Analyst Mac Taylor released the LAO's annual report on California's Fiscal Outlook for the upcoming budget year 2011-12. In his report, the Analyst identifies a significant budget problem of \$25.4 between now and the time the Legislature enacts the 2011-12 state budget plan. The budget shortfall consists of a \$6 billion projected deficit for 2010-11 and a \$19 billion gap between projected revenues and spending in 2011-12. The Analyst further projects that the annual budget shortfall will continue at about \$20 billion annually through 2015-16. The Analyst recommends that the Legislature and Governor initiate a multi-year budget approach to solve the state's recurring structural budget deficit, and that in 2011-12 the Legislature should consider some permanent revenue enhancements and expenditure reductions involving \$10 billion and another \$15 billion in various temporary budget solutions. Some of the main contributing factors that make up the \$6 billion shortfall for this budget year (2010-11) includes the lack of the state to secure around \$3.5 billion in budgeted federal funding, and the passage of Proposition 22 (Local Government and Transportation Initiative) which the Analyst estimates will have an impact on the budget of approximately \$800 million in 2010-11 (about \$400 million in now-prohibited borrowing from the Highway Users Tax Account and \$400 million in now-prohibited use of transportation funds to pay bond debt service). The budget forecast takes into account that General Fund revenues and transfers will decline by over \$8 billion in 2011-12 due primarily to the expiration of the temporary tax increases adopted in 2009 and the increase in the Vehicle License Fee which generates \$1.4 billion in revenue for the General Fund in 2010-11.

PROPOSITIONS 22 & 26

The voters approved overwhelmingly Proposition 22 by 60.7 – 39.3% margin and Proposition 26 by a 52.5 – 47.5% tally. Proposition 22 was approved in every county but Marin and San Francisco. Proposition 22 is the League of Cities/California Transit Association sponsored initiative that prohibits the state from taking or borrowing any locally dedicated taxes and revenues and transportations funds. Proposition 26 is the business and taxpayers groups initiative that amends the State Constitution to require either a 2/3rds vote of the Legislature or voters to increase certain fees and taxes.

With the passage of both Propositions 22 and 26 an interesting debate has ensued among some of the proponents and opponents of both Propositions, as well as some of the brightest budget experts and policy wonks. The questions center around the interaction of both Propositions and the impact on this year's "gas tax swap" legislation (ABx8 6 and ABx8 9). Specifically, "does Proposition 26 automatically repeal the gas tax swap?" And if so, "What remaining transit or transportation funding will be protected under Proposition 22?" The answer from almost everyone is "we don't know the impact at this time" and may not know the ultimate impact on transportation funding for a year or more after the Legislature, the new Governor or even the courts have acted. And if the gas tax swap is deemed illegal at some point, then the question is: "Do we go back to the original Proposition 42 program of funding for the STIP, local streets & roads and public transit?"

The Legislative Analyst's Office included an interesting and important observation in its "California Fiscal Outlook – 2011-12 Budget "report" discussed previously, where they present their initial analysis as follows:

Effects of November 2010 Ballot Measures on Our Forecast

Three major budget-related measures were approved by voters at the November 2 general election. Proposition 25 changes the vote threshold needed to send a budget bill to the Governor from two-thirds to a simple majority of each house of the Legislature. This may help make it easier for the Legislature to pass an on-time budget each year. At the same time, voters approved Propositions 22 and 26, which restrict the Legislature's ability to use certain local funds to help balance the budget and raise the vote threshold for passing certain fees from a simple majority to two-thirds, respectively.

Our Assumptions Concerning Propositions 22 and 26. We assume that Proposition 22 prevents the state from borrowing certain transportation special funds for the General Fund, as was assumed in the Legislature's 2010–11 budget plan. We also assume that loans from such special funds *prior to* November 3 (the effective date of the measure) are *not* affected by Proposition 22. Accordingly, in our forecast, about \$400 million of not-yet-executed loans from the Highway Users Tax Account are assumed to be prohibited by Proposition 22. This worsens the condition of the General Fund in 2010–11 by a like amount. The budgeted use of certain transportation funding to offset General Fund debt-service costs also is assumed to be impermissible in 2010–11, thereby hurting the General Fund's bottom line by another \$400 million.

In 2011–12, we assume that Proposition 26 fully reverses the "fuel tax swap" adopted by the Legislature earlier this year, beginning November 2011 (one year after voter approval). Accordingly, state sales taxes on gasoline resume (thereby increasing General Fund revenues), excise taxes on gasoline decline, and the General Fund's payments for transportation programs resume pursuant to Proposition 42 (2002). A timing lag in Proposition 42 payments means that the net effect of these measures is near zero for 2011–12. The ongoing effect of Propositions 22 and 26—approaching \$1 billion or more annually—does not hit the General Fund until 2012–13 in our forecast.

Some Uncertainty. Propositions 22 and 26 are complex measures. It is possible that some of the fiscal effects we describe above would not materialize until a stakeholder successfully sues the state in court to force these budgetary changes. Accordingly, our forecast presents a preliminary point of view about their effects on the budget. The actual effect may be different in any given fiscal year.

We will continue to work with staff to provide frequent updates as the various public agencies, transportation stakeholders, Governor and the Legislature further analyzes the impact of Propositions 22 and 26.



Item #9E

December 3, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING 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.

This item was carried over from last month's agenda. As discussed at that meeting, the agreement has been revised to specifically reference the City of Simi Valley, as the operator of Simi Valley Transit, as well as Gold Coast Transit.

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 the City of Simi Valley, 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 the City of Simi Valley, 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 Act¹, 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).

^{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 employees 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

Gold Coast Transit

Union

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. DISPLACEMENT ALLOWANCES – (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. DISMISSAL ALLOWANCES – (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 part) 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 # 9F

December 3, 2010

MEMO TO: VENTURA COUNTY TRANSPORTION COMMISSION

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

SUBJECT: SANTA PAULA BRANCH LINE - WARRING WATER SERVICE INC. LEASE AMENDMENT

RECOMMENDATION:

- Approve an amendment to Santa Paula Branch Line Lease #987N Warring Water Service Inc. to add additional property with commensurate increase in annual lease rate.

DISCUSSION:

On January 11, 2002 VCTC entered into a lease agreement with Warring Water Service Inc. to lease property for a water line in Piru. The pipeline is buried mainly alongside the Santa Paula Branch Line (SPBL) from the old Piru Railroad Bridge west to the center of Piru. Warring has asked to amend this lease to include another 700 feet, this time running from the bridge to the east. The additional property is needed to construct a water line to the proposed Cabrillo Economic Development Corporation Valle Naranjal farmworker housing project at 4268 Center Street on the east side of Piru.

The existing lease rate started at \$200 and was adjusted annually per the lease agreement based on the Consumer Price Index to its 2010 rate of \$234. Since the amount of property being leased including the pipeline extension is basically being doubled, the new annual rate as of the effective date of January 11, 2011 will be \$500. The lease provision for an annual adjustment remains the same.

**SANTA PAULA BRANCH
LINE LEASE NO. 987N**

**PREMISES LEASE
(AMENDED AND RESTATED)**

This Amended and Restated Premises Lease (the "Lease") is entered into as of the 3rd day of December, 2010, by and between the Ventura County Transportation Commission, organized pursuant to the laws of the State of California ("Lessor"), and Warring Water Service, Inc., a California corporation and public utility ("Lessee"), based on the following Recitals:

RECITALS

- A. Lessor is the owner in fee of that certain real property and all improvements and facilities thereon as shown in Santa Paula Branch Line ("SPBL") Drawing No. V-49(S-8a), attached hereto and incorporated herein as Exhibit "A" which may be subject to other unrelated nonexclusive easements and leases (the "Property"); and
- B. Lessee has an existing water service pipeline on Lessor's Property (Exhibit "B" hereto) by a means of a Lease dated January 11, 2002, by which this amended and restated Lease includes an additional 700 foot of water service pipeline on the Property as identified in Exhibit "C" hereto and incorporated herein (the "Premises"); and
- C. Lessor is willing to extend the nonexclusive Lease for the water service pipeline for Lessee, both physically on the ground as identified in Exhibits B and C hereto, and the term of years by means of this Amended and Restated Premises Lease.

NOW, THEREFORE, THE PARTIES AGREE, in consideration of the following terms and conditions, as follows:

1. Lease and Acceptance of Leased Premises. Lessor hereby grants a nonexclusive Lease for the Premises to Lessee for uses as hereinafter set forth and Lessee hereby accepts this nonexclusive Lease from Lessor for the uses hereinafter set forth, subject only to the reservations set forth in Paragraph 5 below.
2. Term and Termination.
 - a. Term. This Lease shall commence as of January 1, 2011 (the "Effective Date") and shall continue for a term of forty-nine (49) years to and until December 31, 2060.

b. Termination Upon Notice. Except, as otherwise hereinafter provided and defined below for a Termination and a Termination Through Eminent Domain, this Lease may be terminated without cause (a "Termination") by either party upon notice from the party wishing to terminate to the other party, in writing, given at least one (1) year prior to the requested Termination date (the "Termination Notice"), no further consideration required.

c. Termination in the Event of Condemnation. In the event that any entity, other than Lessor, with powers of eminent domain should exercise such powers with respect to the Premises, this Lease shall terminate (a "Termination Through Eminent Domain") immediately upon issuance of a writ of possession to such entity and Lessor shall have no obligation to allow Lessee use of the Property after said date (the "Date of Possession"). In such an event, the Lessee shall be responsible only for the pro rata share of the Rent and any Additional Rent which has accrued prior to the Date of Possession.

3. Rent, Additional Rent.

a. Base Rent. As consideration for this Lease, Lessee shall pay to Lessor the annual sum of five hundred dollars (\$500.00) due and payable in full on or before November 1 of each year of the Term of this Lease as Base Rent.

b. Consumer Price Index. The Base Rent shall be adjusted only up annually and cumulatively by an amount the Consumer Price Index ("CPI") for the Los Angeles Metropolitan area as published by the United States Department of Labor, or such other replacement index for the period October to September of the then current year.

c. Additional Rent. As "Additional Rent", Lessee shall be solely responsible for and pay timely any property possessory interest tax and all other taxes and assessments which are assessed or levied against the Property by reason of this Lease, and Lessee's use of the Property in addition to any other sums hereafter identified as Additional Rent.

4. Condition of Property. Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the condition of the Property or with respect to the suitability of the same for the conduct of Lessee's business or the uses permitted therein, that neither Lessor nor any agent of Lessor agreed to undertake any modification, alteration or improvement to the Property. Lessee further acknowledges that Lessee has independently investigated the Property and the Premises and is satisfied that the Premises meet all governmental or quasi-governmental requirements and Lessee's needs for the intended use. By taking possession of the Premises, Lessee shall be deemed to have accepted the Premises in the condition existing as of the Effective Date and the date of Lessee's possession of the Premises, subject to all applicable laws,

covenants, conditions, restrictions, easements and other matters of public record, and any rules and regulations from time to time promulgated by Lessor governing the Premises and the Property. Lessee acknowledges that there may be subterranean facilities within the Property, notwithstanding the absence of markers, monuments or maps indicating their existence and accepts the risk of and liability for repairing or replacing the same if damaged or destroyed as a result of acts or omissions of Lessee, its employees or agents.

5. Reservation by Lessor. Lessor hereby excepts and reserves to itself, without abatement of Rent, Additional Rent or any other obligation of Lessee herein, the right to be exercised by Lessor, or any other person whom Lessor may designate or permit authority to so do, to:

- a. Operate, maintain, review and relocate any and all existing pipe, track (if any), power and communication, including, without limitation, fiber optic lines, sign and appurtenances thereof and thereto, and other facilities of like character upon, over, or under the surface of the Property;
- b. Construct, operate, maintain, review and relocate such additional facilities of the same character as shall not unreasonably interfere with Lessee's use of the Premises as specified in Paragraph 7 of this Lease;
- c. Request, with reasonable written notice, that Lessee relocate Lessee's pipeline to another location on the Property to accommodate uses required by Lessor and to relocate said pipeline to another location in the event that Lessee does not promptly respond to or undertake the relocation requested. Any relocation done by Lessee or Lessor pursuant to this Paragraph 5.c shall be done at Lessee's sole cost and expense and shall be a part of Additional Rent if undertaken by Lessor.
- d. Operate, maintain or repair a water line. If water pipeline repair or maintenance work is needed, Lessee shall have the right to enter the Property and complete all necessary work upon notice to Lessor given at least twenty-four (24) hours in advance of such work; provided, however, that in an emergency, Lessee may enter onto the Property without prior notice in which case notice shall be given to Lessor as soon as practicable. At conclusion of the work, Lessee or his contractor shall return the Premises and the Property to the same condition as existed prior to commencement of the work done pursuant to this Paragraph 5.d.

Any work done pursuant to Paragraphs 5.c. or 5.d, whether undertaken by Lessor or Lessee, shall be done at Lessee's sole cost and expense.

Lessee hereby waives any claim for damages for any injury or inconvenience to, or interference with, Lessee's business, use or quiet enjoyment of the Premises for any activity undertaken pursuant to this Paragraph 5.

6. Obligations of Lessee. Lessee shall be responsible during the Term of this Lease for the obligations assumed by Lessee herein including, but not limited to, the following:
- a. Payments. Payment of Rent and Additional Rent as set forth herein;
 - b. Maintenance of the Premises and Property. Lessee shall be responsible for maintaining the Premises, all structural connections for the waterline to the Piru Bridge and the waterline on the Premises in good condition at all times;
 - c. Delivery of Possession. Delivery of possession of the Premises to Lessor upon Termination of this Lease or to the person or entity entitled to possession upon Termination Through Eminent Domain in the same condition as the Premises and Property had at the time this Lease was entered, reasonable wear and tear excepted;
 - d. Insurance. Lessee shall maintain, at Lessee's sole cost and expense, and provide to Lessor insurance of the kinds and the amounts specified below. Such insurance shall be issued by an A-rated California insurance company and the policy shall (i) name the Lessor as an additional insured, and (ii) include a provision that thirty (30) days written notice shall be given Lessor prior to a reduction in coverage or cancellation of said policy. Coverage shall include:

Comprehensive general and automobile liability insurance with Contractia; liability endorsement and products and completed operations hazards included which shall provide coverage of not less than \$2,000,000 for bodily injury liability and property damage per incident, combined single limits. The liability of Lessee under this Lease shall not, however, be limited to coverage under said insurance policies.

Worker's Compensation and Employer's Liability insurance covering all employees of Lessee and any contractors or subcontractors, so long as they are engaged in the work covered by this Lease. The foregoing policies shall cover the entire liability of Lessee and any contractor or subcontractors as determined by the Worker's Compensation laws of the State of California and other states under which such liability arises, so far as it is lawful to obtain same, a waiver of insurer's right to subrogate against Lessor for payment made to or on behalf of employees of the Lessee, contractors or subcontractors. A policy of Employer's Liability with a limit of no less than \$1,000,000 shall also be endorsed to provide for a waiver of subrogation.
 - e. Hazardous Materials. Neither Lessee nor any agent or contractor employed by Lessee on the premises shall use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Property or the Premises, or transport to or from the Property or Premises, any Hazardous Materials as defined below, or allow any other person to do so. The term "Hazardous

Materials” shall include, without limitation, (i) those substances included within the definition of “hazardous substances”, “hazardous materials”, “toxic substances”, or “solid waste” under the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*, the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901, *et seq.*, and the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*, and in the regulations promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table, 49 C.F.R. 172.101, and any amendment thereto or designated by the Environmental Protection Agency (or any successor thereto) as Hazardous Substances; and, such other substances, materials, and wastes which are, or become regulated under applicable federal, state or local law as such are classified as hazardous or toxic under federal, state or local laws or regulations.

7. Permitted Uses. Lessee shall use the Property for vehicular and/or pedestrian access to the Premises, as shown on Exhibit B, and the Premises solely for the construction, maintenance, repair and use of a water pipeline and no other use.

8. Alterations to the Property and Premises.

a. In General. Lessee shall not make, or permit to be made, any alterations, changes, enlargements, improvements or additions (collectively “Alterations”) in, or about or to, the Property or Premises, or any part thereof, without the prior written consent of Lessor, which consent may be withheld in Lessor’s absolute and sole discretion, and without complying with the conditions of all permits required for such Alterations by any governmental entity having jurisdiction thereof. The foregoing notwithstanding, Lessee may construct, repair and maintain a water pipeline on and within the Premises without Lessor’s prior written consent after seeking and obtaining Lessor’s consent to the location and design of such pipeline. Lessor may impose conditions it may deem necessary, in its sole and absolute discretion, for any Alterations to which it may consent, including without limitation, the manner in which the work is done, the right to approve any contractor or subcontractor by whom the Alterations are to be made, the times during which the Alterations may be accomplished, a requirement that Lessee post a completion bond in an amount and form satisfactory to Lessor and a requirement that Lessee reimburse Lessor, as Additional Rent, for Lessor’s actual costs incurred in reviewing (and thereafter inspecting) any proposed Alterations, whether or not Lessor’s consent is granted. In the event that Lessor consents to alterations by Lessee, the same shall be made by Lessee at Lessee’s sole cost and expense and in accordance with the plans and specifications approved by Lessor, and in a manner causing Lessor and its agents the least interference and inconvenience practicable under the circumstances. Whenever possible, Lessee shall provide Lessor with written notice at least ten (10) days

prior to allowing any laborer or contractor to perform services related to, or receiving any material for the use upon, the Premises and prior to commencement of any Alterations on or to the Premises. Any Alterations on or to the Premises made by Lessee shall be made in accordance with applicable laws and regulations and done in a first-class workman-like manner. In making any Alterations, Lessee shall, at Lessee's sole cost and expense, file for and secure and comply with any and all permits, requirements or conditions of approval required by any governmental entity, department or authority having jurisdiction thereof and any utility company having an interest therein. In no event shall Lessee make any structural changes to the Property other than as provided herein or any improvements thereon which would weaken, or impair the structural integrity of the Property or the Piru Bridge or any improvements located thereon. Following completion of the work, Lessee shall provide Lessor with "As Built" plans and specifications at Lessee's sole expense.

b. Removal of Alterations at Termination or Termination Through Eminent Domain. Lessor may elect, in Lessor's sole and absolute discretion, to have all or a portion of any Alterations removed from the Property or Premises upon Termination or Termination Through Eminent Domain and Lessee shall, at its sole cost and expense, remove such Alterations as designated by Lessor for removal prior to Termination or Termination Through Eminent Domain and immediately repair all damage to the Property and Premises arising from such removal. Lessor may elect to remove all Alterations and make such repairs itself and recover from Lessee (i) all costs and expenses incurred by Lessor in connection therewith, plus (ii) an amount no less than the monthly Rent (as then in effect) for each month during which removal is accomplished, in order to compensate Lessor for the loss of rent to Lessor resulting from the unavailability of the Property for leasing to another Lessee during such time, or the damages which result from the inability of a condemning party to obtain immediate possession of all or a part of the Property, as the case may be. Lessee's obligation to pay such Rent as is due under this Paragraph 8 shall survive a Termination or Termination Through Eminent Domain. Unless Lessor elects to have Lessee remove, or to itself remove, any Alterations or original improvements made to the Premises, those appurtenances and fixtures shall become the property of Lessor without any payment by Lessor to Lessee and shall remain and be surrendered to Lessor at Termination or Termination Through Eminent Domain, as the case may be.

9. Obligations of Lessor. Lessor's sole obligations under this Lease are to (i) make peaceable possession of the Premises available for Lessee, upon the terms and conditions set forth therein, so long as Lessee is in compliance with the terms and conditions of this Lease and subject to the reservations by Lessor as set forth herein, and (ii) to grant a right of entry for contractors or agents of

Lessee to construct, maintain and repair the pipeline to be installed by Lessee on the Premises, subject to those reasonable conditions which Lessor, in its sole and exclusive discretion, may require.

10. Indemnity by Lessor and Lessee. Lessee shall indemnify, protect, defend and hold Lessor, its Board, officers, employees, agents, contractors, and invitees harmless from all claims and damages incurred by reason of injury to persons or property and arising out of, or resulting from, Lessee's use of the Premises and the Property, and, if required by Lessor, shall defend Lessor with counsel of Lessor's choice in any such claim or damages. Lessor shall indemnify, defend and hold harmless Lessee from any and all liability, claims, expenses, costs and damages arising out of, or related to, the condition of the Property and the Premises prior to the Effective Date of this Lease or arising subsequent to the Termination of this Lease provided that any such claim is not related to Lessee's use of the Property or the Premises.

11. Default and Remedies.

a. Lessee's Default. Lessee's failure to comply with its obligations set forth herein shall constitute a default by Lessee (an "Event of Default"), and shall be grounds for immediate Termination of this Lease and vacation of the Property and the Premises by Lessee within five (5) days of the deemed receipt (as provided in Paragraph 12.f below), of written notice given by Lessor to Lessee of the grounds for such Termination. Notwithstanding the foregoing, if within five (5) days of the deemed receipt of such notice given and received as provided in Paragraph 12.f, Lessee undertakes and diligently proceeds to cure the Event of Default, Termination shall not take place. Lessor's remedies in the Event of Default shall be cumulative and, in addition to a Termination, Lessor shall have all remedies available to it at law and equity.

b. Lessor's Default. Lessor shall be in default of this Lease if Lessor does not provide peaceable possession of the Premises to Lessee, so long as Lessee is in compliance with the terms of this Lease or unreasonably denies a contractor or agent of Lessee a right of entry to construct, maintain or repair Lessee's pipeline ("Lessor's Default"). Lessee's sole remedy in the event of Lessor's Default shall be specific performance.

12. Miscellaneous Provisions.

a. Construction of this Lease. This Lease has been entered into in the State of California and it shall be construed pursuant to the laws of this State. The use of headings and numerals herein is for the purpose of ease of reading and identification, and such numbers and headings shall not be construed to alter the intent of the parties as indicated by the text of any section of this Lease.

Wherever number or gender are used in this Lease, they shall be construed to include the number or gender which is appropriate in the context of the text where they appear.

b. Sole Agreement. The terms and conditions set forth herein constitute the sole agreement of the parties with respect to this Lease and no other prior or contemporaneous, written or oral, agreement between the parties shall have any effect. Any prior agreement, written or oral, is hereby revoked.

c. Execution by Authorized Agent of the Parties. Each party represents and warrants to the other party to this Lease that it has been executed on behalf of the party so representing by a duly authorized agent or officer of the party so representing.

d. Waiver. No waiver of an Event of Default or Lessor's Default shall constitute a waiver of any prior, contemporaneous or subsequent, same or other, default by Lessor or Lessee, as the case may be.

e. Recording of Lease. This Lease may be recorded by Lessor without the prior written consent of the other party.

f. Notices. When any notice or communication is required to carry out the terms of this Lease, such notice shall be in writing which shall be (i) personally delivered to the other party, or (ii) delivered to the other party by United States Mail, postage prepaid. Such notices has been deemed received (i) on the date of personal delivery, if so delivered, or (ii) on the fifth (5th) day after the postmark appearing on the envelope in which such notice is delivered if delivered by United States Mail. Notices shall be delivered or mailed to the parties at the addresses listed below or to such other address as one party may provide to the other party by written notice given in the manner prescribed in this Paragraph 12.f:

If to Lessor:

Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, California 93003
Attn: Darren Kettle, Executive Director

If to Lessee:

Warring Water Service
P.O. Box 189
Piru, California 93040
Attn: Gary G. Pace

g. Jurisdiction for Litigation. In the event of litigation or other action to enforce this Lease or any portion thereof, jurisdiction shall be in Ventura County, California if the matter is mediated or arbitrated, and with the Ventura County Superior Court for all state court actions and the Ninth Circuit of the United States District Court for any federal court action.

h. Attorneys' Fees and Costs. In the event of litigation or arbitration to enforce the terms and conditions of this Lease, the prevailing party, as determined by the Court or Arbitrator, as the case may be, shall be entitled to recover from the other party, the prevailing party's reasonable attorneys' fees and costs expended in such litigation or arbitration.

i. Consent of Lessor Required to Assign or Sublease. Lessee shall not assign this Lease or enter into a sublease of its rights hereunder without the prior written consent of Lessor. Failure to secure prior written consent shall be deemed an Event of Default by Lessee.

j. Amendment of Lease. This Lease may be amended only by a writing executed by all of the parties.

WHEREFORE, the parties have executed this Lease as of the date first noted above.

LESSOR:

VENTURA COUNTY TRANSPORTATION COMMISSION

By: _____
DARREN KETTLE, Executive Director

ATTEST:

APPROVED AS TO FORM;

DONNA COLE
Clerk of the Commission

By: _____
MITCHEL B. KAHN, General Counsel

LESSEE:

WARRING WATER SERVICE, INC.

By: _____
GARY G. PACE, President

By: _____
DELORES J. PACE, Secretary



Item # 9G

December 3, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

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

SUBJECT: FY11/12 TRANSPORTATION DEVELOPMENT ACT (TDA) UNMET TRANSIT NEEDS PUBLIC HEARING SCHEDULE, PROCEDURES AND DEFINITIONS OF "UNMET TRANSIT NEEDS" AND "REASONABLE TO MEET"

RECOMMENDATIONS:

- Review and approve the schedule, procedures and definitions of "Unmet Transit Needs" and "Reasonable to Meet" for the FY 11/12 Unmet Transit Needs Public Hearing.
- Request Commissioner volunteers to sit as the Hearing Board.

DISCUSSION:

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

A schedule for the FY 11/12 public hearing is attached. A Hearing Board will be appointed by the Chair from the Commission, and they will hold the public hearing Monday, February 7, 2011 at 1:30 PM at Camarillo City Hall, and then, review the testimony and draft staff findings/recommendations at the same time and place on Monday April 25, 2011.

The procedures for the hearing will be the same as in past years, that is, testimony will be collected from the public and local agencies interested in transportation. Testimony can be submitted by letter, email, telephone call to VCTC's toll-free "800" number and/or by appearing at the public hearing. The testimony will be reviewed by VCTC staff and transit providers and analyzed in the context of the adopted definitions of "unmet transit needs" and "reasonable to meet".

In addition to the required public hearing, staff will be holding two evening community meetings in mid-January to allow people to make comments who cannot be at the formal public hearing but who might want appear in person to present their needs. The two community meetings are not set yet but are tentatively scheduled at Thousand Oaks City Hall and at the Oxnard Public Library Meeting Room, likely on January 19th and 20th, from 6:30 to 7:30 PM.

Two years ago, a thorough discussion took place at VCTC's Citizen's Transportation Advisory Committee/Social Services Transportation Advisory Council (CTAC/SSTAC) about the required definitions used in the hearing process. Included as part of the discussion was a review of how other counties define the terms, and it was reassuring to discover that Ventura is setting the model for many other areas. Accordingly, staff is recommending the definitions stay basically the same.

"Unmet Transit Need":

"Unmet transit needs" are, at a minimum, those public transportation services that have been identified by substantial community input through the public hearing process or are identified in a Short Range Transit Plan, in local Americans with Disabilities Act (ADA) paratransit plans and/or in the Regional Transportation Plan that have not yet been implemented or funded.

"Reasonable to Meet":

Following is the VCTC adopted definition of "Reasonable to Meet" including the recommended benchmarks for the passenger farebox recovery ratio for new transit services in Ventura County. An unmet transit need shall be considered "reasonable to meet" if the proposed service⁽¹⁾ is in general compliance with the following criteria:

Equity

1. The proposed service will not cause reductions in existing transit services that have an equal or higher priority.
2. The proposed service will require a subsidy generally equivalent to other similar services.

Timing

1. The proposed service is in response to an existing rather than future transit need.

Feasibility

1. The proposed service can be provided within available funding.⁽²⁾
2. The proposed service can be provided with the existing fleet or under contract to a private provider.

Performance

1. The proposed service will not unduly affect the operator's ability to maintain the required passenger fare ratio for its system as a whole.
2. The proposed service will meet the scheduled passenger fare ratio standards as described in the recommended benchmarks for the passenger farebox recovery ratio for new transit services in Ventura County.
3. The estimated number of passengers to be carried will be in the range of other similar services, and/or, the proposed service provides a "link" or connection that contributes to the effectiveness of the overall transit system.

Community Acceptance

1. The proposed service has community acceptance and/or support as determined by the unmet needs public hearing record, inclusion in adopted programs and plans, adopted governing board positions and other existing information.

(1) Proposed service is defined as the specific transit service identified as an unmet need (as defined) and which requires evaluation against this definition of "reasonable to meet".

(2) Per State law, the lack of available resources shall not be the sole reason for finding that a transit need is not reasonable to meet.

RECOMMENDED BENCHMARKS FOR PASSENGER FAREBOX RECOVERY RATIO FOR NEW TRANSIT/PARATRANSIT SERVICES IN VENTURA COUNTY.

The State has established a basic requirement in Section 99268 of the Public Utility Code for all proposed transit services in urban areas. This requirement is to achieve a 20% passenger fare ratio by the end of the third year of operation. A similar targeted passenger fare ratio of 10% exists for special services (i.e. elderly and disabled) and rural area services.

VCTC has established more detailed interim passenger fare ratio standards, which will be used to evaluate services as they are proposed and implemented, which are described below. Transit serving both urban and rural areas, per state law, may obtain an "intermediate" passenger fare ratio. **(1)**

END OF TWELVE MONTHS

Performance Level		<u>Recommended Action</u>
<u>Urban Service</u>	<u>Rural/Special Services</u>	
Less than 6 %	Less than 3 %	Provider may discontinue service
6% or more	3% or more	Provider will continue service, with modifications if needed

END OF TWENTY-FOUR MONTHS

Performance Level		<u>Recommended Action</u>
<u>Urban Service</u>	<u>Rural/Special Services</u>	
Less than 10%	Less than 5%	Provider may discontinue service.
10% or more	5% or more	Provider will continue service, with modifications, if needed

END OF THIRTY-SIX MONTHS (2)

Performance Level		<u>Recommended Action</u>
<u>Urban Service</u>	<u>Rural/Special Services</u>	
Less than 15%	Less than 7%	Provider may discontinue service
15-20%	7-10%	Provider may consider modifying and continuing service
20% or more	10% or more	Provider will continue service, with modifications if needed

(1) Per statute the VCTC may establish a lower fare ratio for community transit (dial-a-ride) services.

(2) A review will take place after 30 months to develop a preliminary determination regarding the discontinuation of proposed services.

Fiscal Year 11/12 Unmet Transit Needs Public Hearing and Process Schedule

November 9, 2010	CTAC/SSTAC reviews FY 11/12 unmet transit needs public hearing definitions
December 3, 2010	VCTC approves FY 11/12 unmet transit needs public hearing schedule and definitions
December 10, 2010	Letters/flyers are sent to community groups, social service agencies, transit operators, and the general public to announce the public hearing and information is posted on the www.goventura.org website
January 7, 2011	Legal notice for public hearing published
January 10 and 24, 2011	Display advertisements on public hearing published in local English and Spanish language newspapers
January 12, 2011	Reminder notices on the public hearing sent to agencies/citizens
January 19 – 20, 2011	6:30 – 7:30 PM Community meetings in Thousand Oaks and Oxnard
February 7, 2011	Public Hearing, 1:30 p.m. at Camarillo City Hall
February 14, 2011	5 p.m. hearing record closed - no further public testimony accepted
March 10, 2011	Transit Operators Advisory Committee (TRANSCOM) reviews testimony and makes recommendations regarding the staff proposed findings
March 18, 2011	(Tentative Date) Managers Policy Advisory Committee (MPAC) reviews testimony and makes recommendations regarding the proposed findings
April 12, 2011	CTAC/SSTAC reviews testimony and makes recommendations regarding the staff proposed findings
April 25, 2011	1:30 p.m. at Camarillo City Hall - Hearing Board reviews and approves findings
May 6, 2011	9 a.m. at Camarillo City Hall - VCTC adopts Unmet Transit Needs Public Hearing Findings
May 9, 2011	Adopted findings are forwarded to the State for review
August 15, 2011	Deadline for State review of findings



Item # 9H

December 3, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

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

SUBJECT: APPROVAL OF FY 11/12 SCHEDULE AND EVALUATION CRITERIA FOR TRANSPORTATION DEVELOPMENT ACT (TDA) ARTICLE 3 BICYCLE/PEDESTRIAN FUND APPLICATIONS

RECOMMENDATION:

- Review, and approve the schedule and evaluation criteria for the applications from cities/County for FY 11/12 TDA Article 3 bicycle/pedestrian funds.

DISCUSSION:

Pursuant to California PUC Section 99233.3, each year a portion of the available Transportation Development Act (TDA) Local Transportation Funds each year must be used for planning, maintaining and constructing facilities for the exclusive use of pedestrians and bicyclists. In FY 11/12, we expect about \$450,000 will be available for these purposes.

About 20% or \$90,000 of the total will be allocated to the cities/County based on the Class I Bike Trail mileage each agency maintains under the Commission's Class I Bicycle Trail Maintenance program. The Commission might also want to use a portion of the available funds in the next fiscal year to survey bike-to-work trips and/or prepare a priority list of Countywide bicycle facility projects for future study and implementation. After these costs are deducted, there should be about \$340,000 remaining for allocation to the cities and County of Ventura for local bicycle or pedestrian projects on a competitive basis.

VCTC has established an annual process for the cities/County to submit projects and compete for the available funds; please see the recommended FY 11/12 Article 3 allocation schedule (Attachment # 1) and project evaluation criteria (Attachment #2). VCTC has assigned the responsibility to the Citizen's Transportation Advisory Committee/Social Services Transportation Advisory Council (CTAC/SSTAC) for reviewing the applications and making application ranking order recommendations to the Commission. The CTAC/SSTAC reviewed the FY 11/12 schedule and criteria at its November 9, 2010 meeting.

Each city and the County are allowed to submit one project for funding consideration. The applicants are informed that it is strongly recommended they provide a 50/50 match with local and/or other grant funds to augment the Article 3 funds being requested. Every application must include a written response to the each of evaluation criteria as part of the request for funds and a location map of the project is requested to facilitate field visits. Applicants are also asked to report on the status of projects for which they were awarded past Article 3 allocations.

**FY 11/12 TDA ARTICLE 3
BICYCLE/PEDESTRIAN FUND ALLOCATION SCHEDULE**

November 9, 2010	CTAC/SSTAC reviews draft FY 11/12 schedule and evaluation criteria
December 3, 2010	VCTC reviews/approves schedule and evaluation criteria
January 18, 2011	County Auditor estimates FY 11/12 TDA funds available
January 19, 2011	Article 3 application packets sent to cities/County for their consideration
<u>February 25, 2011</u>	<u>Noon - City/County applications due at VCTC office</u> (Note: resolutions authorizing the claims may be submitted at a later date but must be received at the VCTC before any funds will be allocated to the claimant.)
March 8, 2011	CTAC/SSTAC meeting to review project applications and interview project applicants
April 12, 2011	CTAC/SSTAC meeting with general discussion of projects and field visits
May 10, 2011	CTAC/SSTAC meeting to rank projects and make funding recommendation to VCTC
June 3, 2011	VCTC reviews recommendation and approves FY 10/11 Article 3 project funding allocations
November, 2011	Instructions sent to County Auditor allocating FY 11/12 Article 3 funds

TDA ARTICLE 3 GRANT EVALUATION CRITERIA

1. Matching Funds (Yes or No) This criterion evaluates local support for the proposed project in terms of financial partnership. It is mandatory that there be a minimum 50/50 match of the request. Is the City/County willing to match its request at 50 % or greater?		2. Safety (20 points possible) This criterion evaluates how the proposed project will effect safety at existing facilities or improve safety by building new facilities. When describing the project conditions include any accident statistics and how the project will improve or correct the situation. Will the proposed project improve safety or correct an existing safety problem including providing secure parking for bicycles?	
3. Project Readiness (15 points possible) This criterion evaluates deliverability of a proposed project. Please note that, funds not used within two years must be returned for redistribution the following year or a City and/or County may request that the project readiness be reevaluated so that the City and/or County may retain their allocation. Is this a new or continuing project and is the proposed project ready for construction in the fiscal year of allocation? Have past allocations been fully spent?		4. Special Considerations (25 points possible) This criterion is designed to add flexibility and allows cities and/or agencies to be creative and discuss any other ways in which the proposed project will benefit City/County residents, for example, improving air quality, reducing VMT, serving older areas without recent improvements, making major improvements to accessibility and/or to serve lower income residents. When discussing this criterion please be specific! Does the proposed project provide a benefit to City/County residents that has not been discussed elsewhere?	
5. Maintenance of Facility (10 points possible) This criterion evaluates whether a proposed project will be maintained at an appropriate level after the project is completed. Please discuss whether the proposed project has a long range maintenance plan associated with it. How will the proposed project be maintained?		6. Connectivity (5 points possible) This criterion evaluates the proposed project's relationship to regional and/or local planned pathway systems. When discussing this criterion please include an 8 1/2 " x 11" map illustrating the existing plan and the proposed project. Will the proposed project close a missing link in an existing local or regional bike or pedestrian plan?	
7. Involvement of Other Agencies (10 points possible) This criterion evaluates whether the proposed project has local and/or regional significance. When discussing this issue please list all other agencies involved and their roles. Are any other agencies outside the applicant's jurisdiction involved in planning or constructing any phase of this proposed project?		8. Traffic Generators (5 points possible) This criterion evaluates the proposed project's usefulness in serving major traffic generators. Will the proposed project serve major bicycle or pedestrian traffic generators such as schools, libraries, work sites, downtown areas, retail centers, transit nodes?	
9. Expected Utilization Rate (5 points possible) This criterion evaluates the proposed project's usage. The project should be discussed in terms of the usage as a percentage of the applicant's population or as a percentage of the population the project affects.		10. Multi-Modal Interface (5 points possible) This criterion evaluates the proposed project's connectivity to transit modes and other forms of transportation. How will the project encourage multi-modal travel?	



Item #9I

December 3, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: MYRA MONTEJANO, TRANSIT SPECIALIST

SUBJECT: FIRST QUARTER VISTA RIDERSHIP 2010-11

RECOMMENDATION:

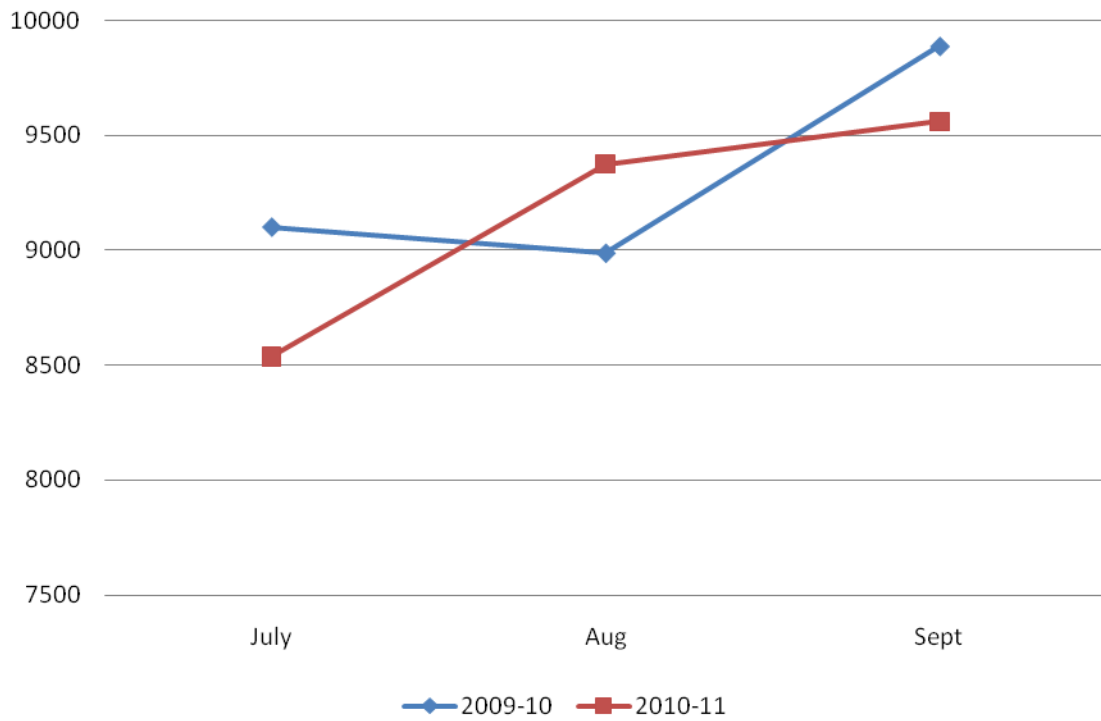
- Receive and file.

BACKGROUND:

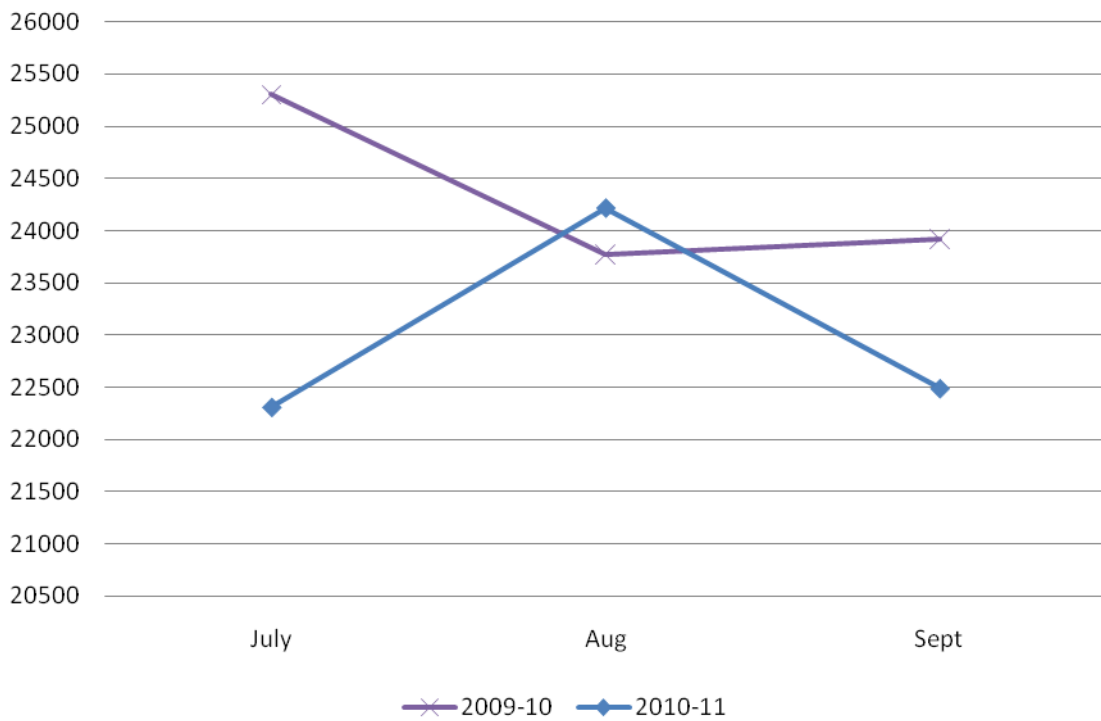
First quarter ridership for VISTA fixed route overall has declined 5.7% from the same time last year primarily due to a decrease of about 5.5% in Coastal Express ridership. Factors contributing to the loss in ridership may have included the fare increase last year, continued weak employment, and a relatively flat price of gasoline following the 2008 spike in gas prices. The Conejo Connection, which saw a significant decrease in ridership last year has recovered the ridership, and posted about 22% increased compared to the same quarter last year by. The VISTA Highway 126 route has slightly increased and is expected to keep increasing throughout the year. Both VISTA Highway 126 and Conejo have achieved their highest ridership to date. The VISTA Highway 101 and VISTA East services dropped slightly, while the VISTA Heritage Valley Dial-A –Ride has increased its ridership about 3% from the first quarter of 2009-10. The reduction in Dial-A –Ride service was expected to cause a decrease in ridership but so far has not shown signs of negatively impacting ridership.

Route	1 st Quarter Ridership 2010-11	1 st Quarter Ridership 2009-10
Hwy 126	53,891	53,794
Conejo	11,106	9,193
Coastal Express	69,015	73,041
HWY 101	27,474	28,024
East County	18,264	19,823
Dial-A-Ride	53,030	51,644

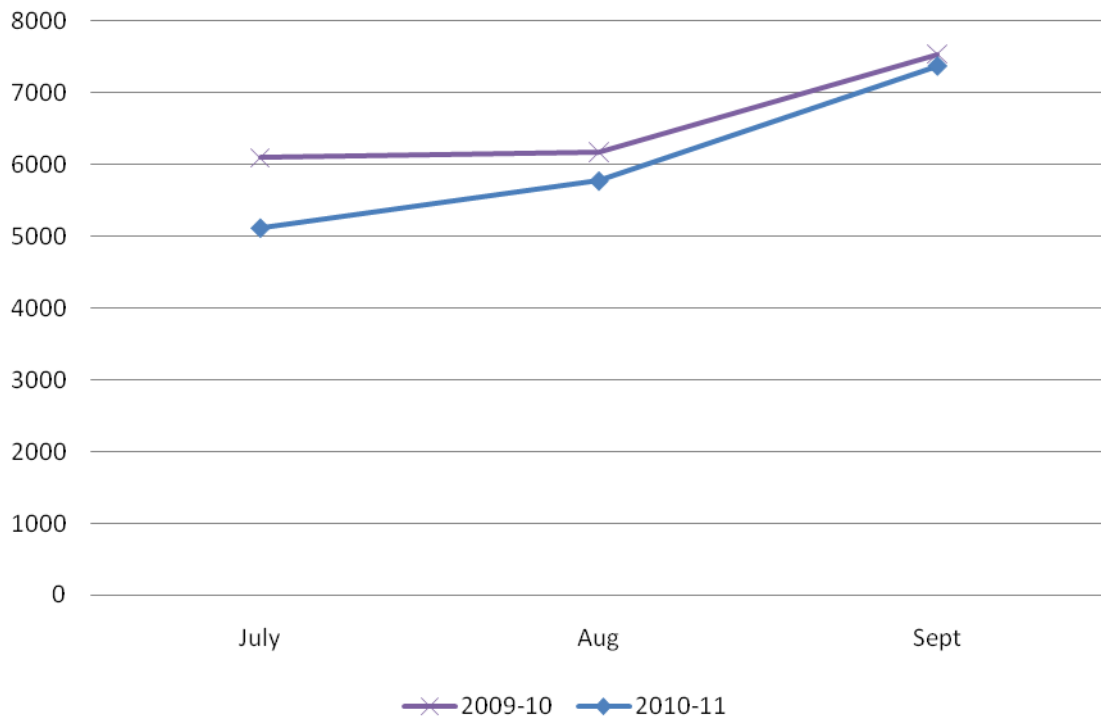
VISTA Hwy 101 Ridership by Month



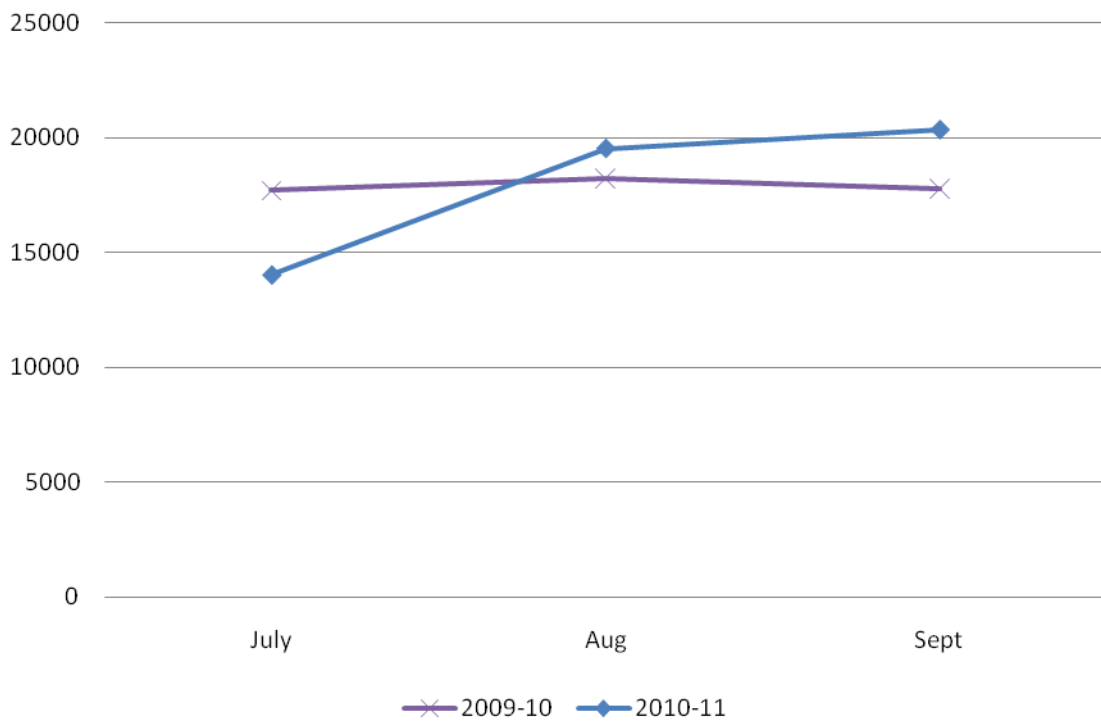
VISTA Coastal Express Ridership by Month



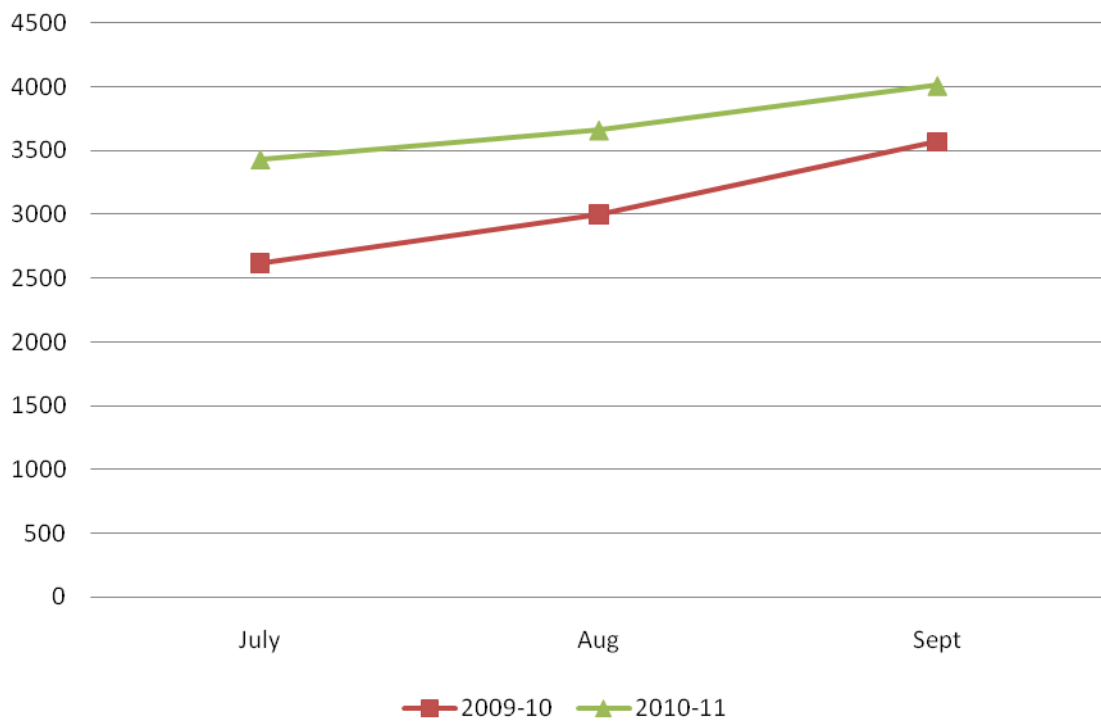
VISTA EAST COUNTY Ridership by Month



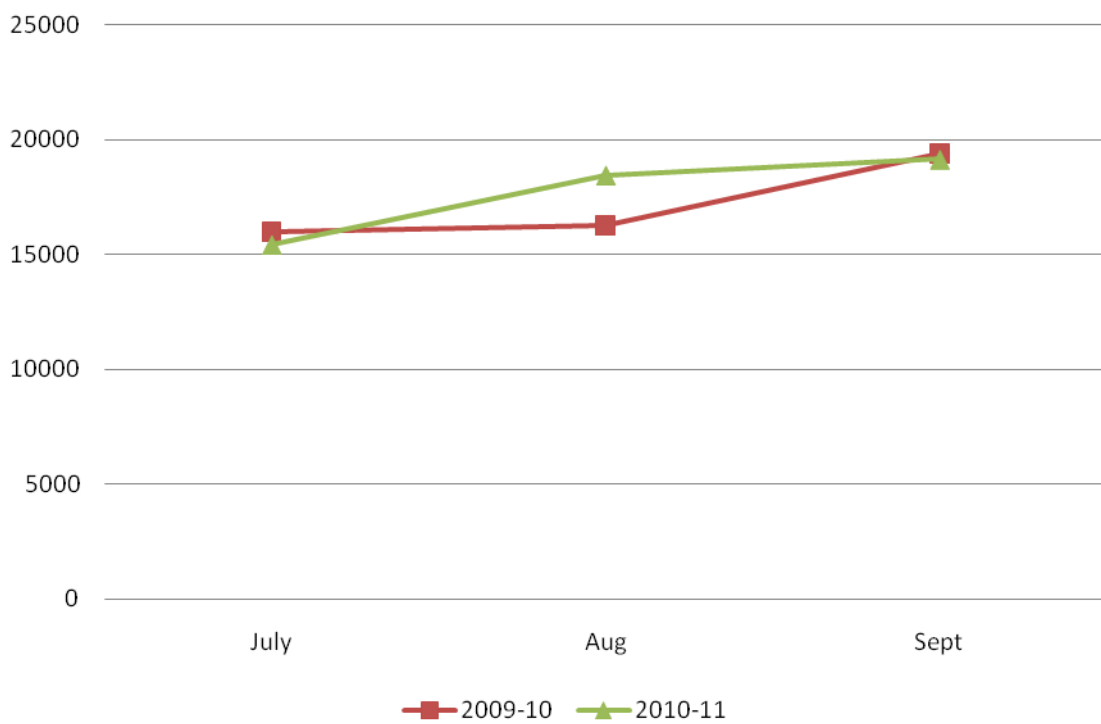
VISTA HWY 126 Ridership by Month



VISTA Conejo Connection Ridership by Month



VISTA DIAL A RIDE, Passengers by Month





Item #10

December 3, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
SUBJECT: PROPOSED NATIONAL TRANSIT DATABASE REPORTING CHANGES

RECOMMENDATION:

- Approve the attached comment to the Federal Transit Administration, strongly opposing the proposed reporting change that would eliminate funding credit for regional transit serving small urban and rural areas.

BACKGROUND:

At the last meeting, staff reported that the Federal Transit Administration (FTA) has released for public review several proposed revisions to the reporting manual for the National Transit Database (NTD). One of these proposed reporting revisions could cause a significant change to the formula for federal transit formula funds. Currently, if a transit operator has transit lines that serve both large urban areas, and small urban or rural areas, FTA allows all the data for those lines to be reported to the large urban area, rather than the small urban or rural areas. The advantage to the transit operator of reporting data in this manner is that under the FTA formula, an operator can receive significantly more money from transit operations data reported to large urban areas rather than small urban or rural areas. Metrolink and VISTA data have all been reported to the large urban areas of Ventura County since those services were created.

FTA has now proposed that, starting with the Fiscal Year (FY) 2010/11 report, all data must be reported to the actual urban area where the transit service occurs. As a result, starting in FY 2012/13, transit operators that provide service between large urban areas, and other types of areas, will no longer receive funds based on the service provided outside the large urban area. There will also be an additional reporting burden due to the need to calculate how much of a given transit line serves the different areas it passes through. Comments on FTA's proposal are due December 6th.

As the Commission is aware, the Census Bureau has proposed criteria for redefining the urban areas based on the 2010 Census data. Last month the Commission approved comments to the Census Bureau regarding the proposed urban area criteria. However, since the Census Bureau will not announce the new urban areas until April 2012, the financial impact of FTA's proposed NTD reporting revision cannot be known until then. Currently, Ventura County consists of two large urban areas (Oxnard/Ventura/Port Hueneme/Ojai and Thousand Oaks/Moorpark), two small urban areas (Simi Valley and Camarillo), and rural areas containing Santa Paula, Fillmore, California State University at Channel Islands (CSUCI) and much of the county unincorporated area. Should the urban areas remain in their current configuration, Ventura County would lose all of the funds generated by Metrolink service in Simi Valley and Camarillo, and all of the funds generated by VISTA service in Simi Valley, Camarillo, the CSUCI area, and the Santa Clara River Valley including Fillmore and Santa Paula. Currently, statistics for VISTA and Metrolink are all reported to the Oxnard/Ventura and Thousand Oaks/Moorpark areas, as

allowed by FTA. If FTA now requires reporting of some of the Metrolink and VISTA statistics to the Camarillo, Simi Valley, and Rural areas, these areas would receive little to no funds for these services in their areas, since those areas receive funds almost entirely based upon population.

In addition, large urban area transit operators such as Thousand Oaks and Moorpark would be required to segregate any data for service outside of their area, such as Intercity Americans with Disabilities Act service, and they would in many cases no longer receive funding credit for that service. Further, VCTC would be required to report data for the VISTA Coastal Express service west of Ventura to the Santa Barbara Urban Area, and the funds currently generated by that service would also be lost unless the Santa Barbara area population increases above 200,000, the threshold for a large urban area. (The 2000 Census population of the Santa Barbara Urban Area population was 196,000.)

VCTC staff estimates that the county will lose \$2 million annually in FTA funds assuming that the urban area boundaries remain the same, and assuming that the Santa Barbara area population surpasses 200,000. However, if the Simi Valley and Camarillo areas are consolidated into a large urban area, then the funds generated by Metrolink and VISTA service in those cities would not be lost, but there would still be a loss of funds generated by the VISTA 126 and CSUCI services.

Staff recommends that VCTC strongly oppose the proposed change to the reporting of data for regional transit operations serving small urban and rural areas. The opposition to the FTA proposal regarding the reporting data to small urban and rural areas will be based on the following grounds:

- The proposed change in NTD reporting is effectively a significant change to the FTA funding formula, resulting in a significant loss to a number of operators, including those in Ventura County, and will result in a significant service reduction in those areas. Such a significant funding redistribution should only be at the explicit direction of Congress.
- The policy will provide a strong disincentive for operators in large urban areas to continue providing service to surrounding areas, given that the FTA funding apportionments will no longer provide credit for those services, and given the additional reporting burden of splitting the data.
- The proposed implementation schedule, which will first impact funds in FY 2012/13, is impractical, given that transit agencies will not know the impact until the Census Bureau announces the new urban area boundaries in April 2012. As a result, agencies such as those in California whose fiscal year begins July 1st will have only two months from the Census Bureau's announcement to address the significant funding losses due to the removal of regional transit services in whatever small urban and rural areas are announced at that time. As a result, transit agencies will not have adequate time for an orderly process to consider alternatives and public input.

The Transit Operators Committee discussed this issue at its November 15th, and the Committee supports this recommendation.

December 3, 2010

Mr. John D. Giorgis
National Transit Database Program Manager
Federal Transit Administration

RE: Proposed 2011 National Transit Database (NTD) Reporting Manual Amendments

Dear Mr. Giorgis:

The Ventura County Transportation Commission (VCTC) hereby submits comments regarding the proposed NTD Reporting Manual Amendments. Our comments are focused on the proposed revision to the rules for urbanized area allocations. VCTC is strongly opposed to the proposal to require reporting of data for regional services to small urban and rural areas. VCTC's jurisdiction currently includes two large urban areas, two small urban areas, and a significant rural area. VCTC operates commuter bus service through much of its jurisdiction, and is also the funding and coordinating agency for local bus services as well as the Metrolink commuter rail service through the county. We estimate that adoption of the NTD Reporting Manual proposal, and the resulting reporting of regional services to small urban and rural areas rather than large areas, **will result in the annual loss of about \$2 million, or 12%, of the FTA funds currently received** through the Urbanized Area and Fixed Guideway Modernization large urban area formulas (assuming existing urban areas boundaries). The two small urban areas in our county currently receive no funds through the Small Transit Intensive Cities (STIC) formula, and we anticipate the proposed reporting change would provide little to nothing in STIC funds to offset the \$2 million loss through the large urban formula. This significant loss of funds would likely force transit operators to make service reductions and increase fares, negatively impacting the county's bus and rail users. The position of VCTC is that the proposed NTD reporting change in reality represents a significant change to the FTA apportionment formula, with a potential major impact on transit patrons, and as such should not be implemented without Congressional direction.

FTA asserts that the proposed reporting change relative to small urban areas is mandated by the legislation establishing the STIC program, but VCTC believes that this interpretation is contrary to the original legislative intent, based on industry discussions at that time, to the effect that STIC would establish a funding mechanism for small areas that (1) would not significantly reduce the funds provided to large urban areas, and (2) would provide funding in recognition of high intensity small urban transit operations which are not otherwise accounted for in the urbanized area formula. FTA's proposal would at variance with both of these concepts. There is no apparent reason why the original understanding should be changed these many years later, absent another Congressional action.

Another concern is that the removal of funds for regional services from the large urban area formula is contrary to the original Congressional intent for both the urbanized area and fixed guideway modernization formulas, which was to recognize and encourage large urban transit operators providing service between areas. It is very likely the STIC funding formula will be inadequate in most all cases throughout the country to offset the loss to regional transit operators of the large urban funding they receive for services outside of the large urban areas, and the likely result will be a strong disincentive against providing service between different urban and rural areas, leading to more balkanized transit systems.

Although VCTC is opposed to such a significant change in the urbanized area reporting method to effectively change the funding formula, VCTC also requests that should there be a change to the urbanized area reporting, that it not occur until the 2011/12 reporting year, due to the significant uncertainty that currently exists with regard to the urbanized area configuration. Since the Census Bureau will not announce the urban area boundaries until April 2012, the many transit operators whose fiscal year begins July 1st will have only two months from the Census Bureau's announcement to address the significant funding changes that could result. Deferring any urbanized area allocation changes until 2011/12 will allow transit agencies and planning organizations to more effectively assess the impact of the allocation rule changes while giving adequate consideration to public input regarding alternatives for service reductions and fare increases.

Comment on National Transit Database Reporting Changes
Page 2

Thank you for your consideration of VCTC's comments regarding the proposed change to the urbanized area allocation methodology.

Sincerely,

Darren M. Kettle
Executive Director

cc. Congresswoman Lois Capps
 Congressman Elton Gallegly



Item #11

December 3, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

**SUBJECT: POLICIES TO ENCOURAGE TIMELY USE OF FEDERAL SURFACE
TRANSPORTATION PROGRAM (STP), CONGESTION MITIGATION AND AIR
QUALITY (CMAQ) AND TRANSPORTATION ENHANCEMENTS (TE)
FUNDS**

RECOMMENDATION:

- Approve policies to encourage timely use of STP, CMAQ, and TE funds, as detailed in the attachment.

DISCUSSION:

For several months, Commission staff has been discussing with the Transportation Technical Advisory Committee (TTAC) the status of projects funded with Federal STP, CMAQ, and TE funds programmed by VCTC. The issue has surfaced because there are still \$34 million of projects from the two previous federal transportation authorizations that have not received federal authorization to proceed with implementation, despite the last federal authorization cycle against which funds were programmed having ended September 30, 2009. Based on this discussion at TTAC, Commission staff has prepared for the Commission's approval a set of policies to encourage better future project delivery. These policies were reviewed by TTAC as well as the Transit Operators Committee at their November meetings, and both Committees voted to support the staff's recommendation.

The proposed policies affect three areas: ongoing program monitoring, program management, and future calls for projects. Staff has prepared, with TTAC concurrence, a quarterly reporting format to be implemented that will allow VCTC, with TTAC assistance, to review the status of projects that appear to be at most risk of delay, to proactively determine what steps can be taken to help projects move along while at the same time ensuring that the unobligated fund balances remain low. Based on this monitoring, staff under the proposed policy can make recommendations to address projects that have not achieved the milestones originally promised in the funding applications, possibly including deferring or deleting a project and using the available funds for other ready-to-go projects. Staff also recommends that the Commission express its intent that future call for projects will incorporate selection criteria to incentivize timely project delivery, including a criterion that will consider a project sponsor's past project delivery success. The proposed policies are described in detail in the attachment to this report.

It should be mentioned that there was some interest at TTAC in VCTC taking funds "off-the-top" to hire a staff person to assist project sponsors with delivery. Staff is still considering the feasibility and possible benefit of this suggestion, but is making no recommendation at this time.

POLICIES TO ENCOURAGE TIMELY DELIVERY OF STP, CMAQ, AND TE PROJECTS

1. Ongoing Program Monitoring: The quarterly report format developed by staff working with TTAC will be used for the STP, CMAQ and TE programs. Commission staff will review the reports to carefully monitor the status of these projects, and will provide copies of the reports to TTAC for review and discussion. VCTC will be especially careful to monitor the projects most at risk of delay, including projects involving the State Highway right-of-way, bike paths, and road widenings.
2. Program Management: Should it appear that a project will not be delivered on schedule, VCTC will consider, with input from TTAC and TRANSCOM (depending on the type of project), whether to delete or defer funding for that project, using the funds for other ready-to-go projects. The goal of this policy is to encourage project delivery on schedule and to ensure that Ventura County does not accumulate inordinately large fund balances.
3. Future Calls for Projects: The Commission hereby expresses its intent that future calls for projects incorporate the following selection criteria:
 - Project readiness, to give priority to projects that are ready-to-go earlier to the degree additional ready-to-go projects are needed to ensure timely use of available funds.
 - Prior project delivery, to give consideration to a project sponsor's prior record in delivering projects on schedule.

In addition, in the future project application submittals must include a City Manager or County Executive Officer certification approving the list of projects submitted and committing to the project delivery schedule.



Item #12

December 3, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: 2011 LEGISLATIVE PROGRAM

RECOMMENDATION:

- Adopt 2011 Legislative Program (Attachment).

BACKGROUND:

Every year the Commission adopts a Legislative Program for the upcoming year, applicable to both State and Federal legislation. The Legislative Program sets forth in general terms the Commission's overall priorities, to provide legislators, their staffs, and the public with a sense of what the Commission feels are the important transportation issues requiring attention. The adopted Legislative Program also gives staff its basic direction for legislative involvement, so that it can often react quickly as developments occur. As the year progresses, staff will return to the Commission to request positions on specific legislative proposals including bills that are introduced.

DISCUSSION

Federal Issues

There continues to be no new authorization of the Federal transportation program, with the prior authorization having expired September 30, 2009, but having received several short-term extensions. Although the President and incoming Congressional leaders have asserted the importance of passing a new authorization in the near future, the difficult revenue issue remains to be resolved. The overall policies which VCTC supports for the authorization bill are contained in the California Consensus Principles, which were developed through the cooperative efforts of California's transportation agencies, with Caltrans taking the lead. There are also items of particular concern to VCTC including the need for significant funds for rail safety, and the need to continue providing funds where most needed to address air quality, as with the current Congestion Mitigation and Air Quality (CMAQ) program. Although there has been significant discussion of eliminating funding earmarks, the 2011 Program continues to identify the Route 101/23 Interchange Improvement Project as the top highway earmark priority, and the Gold Coast Transit Maintenance Facility as the top transit earmark priority, should earmarks be included in the new authorization law.

State Issues

The passage of Propositions 22 and 26, combined with the earlier decision of the Legislature to implement a "swap" of motor fuel revenues, has created a significant amount of uncertainty with regard to State transportation financing. Particular areas of concern are the impacts on State Transit Assistance (STA), Proposition 1A High Speed Rail Bonds, Proposition 1B Transportation Infrastructure Bonds, and State Transportation Improvement Program (STIP) funds. VCTC will need to closely monitor developments regarding the implementation of Proposition 22 and 26, and work with the State's other transportation agencies to make the case for stable transportation funding in the face of whatever scenarios may develop.

The proposed legislative program continues a number of items from prior years, including support for potential LOSSAN corridor study recommendations, and support for addressing SB 375 cleanup issues which were not considered last year but which the Southern California Association of Governments intends to pursue again. Three new items are recommended this year:

- SB 716: VCTC is now well underway in preparing its study to address regional transit organization, in response to the passage of SB 716, which stipulates that all Transportation Development Act funds must be used for transit by 2014, and allows VCTC to report to the Legislature by the end of 2012 with a plan for use of the funds. The study will continue through 2011, but staff recommends there be ongoing communication with the Legislature on the status of VCTC's efforts.
- High-Occupancy Vehicle (HOV) Lane Eligibility: Caltrans is rapidly moving towards breaking ground on Ventura County's first HOV lane, on Route 101 from Mussel Shoals to Carpinteria. Although originally intended for carpools and transit vehicles, the Legislature has at various times allowed that certain types of single-occupant vehicles, such as motorcycles and low-emission vehicles, be eligible to use HOV lanes. If too many single-occupant vehicles are allowed in a HOV lane it could create congestion in lane, thus negating the HOV lanes' purpose to encourage carpool formation and bus transit usage by offering faster travel times.
- Bike Racks on Buses: Staff recommends the Commission offer to support or potentially cosponsor legislation that would increase the flexibility for installation of bike racks on buses, with a view towards allowing racks that will hold more than two bikes. There is a building level of interest in this issue among transit operators and users, since increasing use of bikes on buses has resulted in the two-bicycle racks often being filled on some lines, so that bicyclists cannot rely on the availability of a space for their bike.

**VENTURA COUNTY TRANSPORTATION COMMISSION
2011 LEGISLATIVE PROGRAM**

STATE LEGISLATIVE PROGRAM

A. TRANSPORTATION FUNDING

- Support efforts to maintain transportation funding, including State Transit Assistance (STA), State Transportation Improvement Program (STIP), and Proposition 1A and 1B, as the impacts of the simultaneous passage of Proposition 22 and 26 on the fuel tax swap are being sorted out through the budget process and possibly litigation.
- Support the continued ability of regions to set priorities as set forth in SB 45, and oppose any efforts to lessen regional agencies' jurisdiction over the regional program within the State Transportation Improvement Program.
- Support continuation of the Safe Routes to Schools program.

B. RAIL PROGRAM

- Work with the Southern California Regional Rail Authority (SCRRA) and its member agencies to advocate for the State to meet its commitments of Proposition 1A and 1B high speed rail funds for the implementation of Positive Train Control.
- Support funding for high speed rail feeder projects, funded through Proposition 1A, to benefit passenger rail through Ventura County.
- Support legislation as needed based on the upcoming planning for LOSSAN Corridor reorganization/consolidation, while ensuring the state's commitment to fund intercity rail service is continued at current levels.

C. PLANNING

- Participate with other Southern California regional agencies to incorporate regional needs as appropriate in clean-up legislation for SB 375, the law requiring regional transportation and land use planning to address global climate change.
- Maintain communication with the Legislature on the status of efforts to prepare the 2012 submittal of the Commission recommendations for use of Transportation Development Act funds in Ventura County as called for by SB 716.
- Support Transportation Demand Management measures to reduce auto trips, including facilitation of technology, such as telecommuting, videoconferencing, and smart utility meters.
- Oppose legislation to broaden eligibility for use of High-Occupancy Vehicle (HOV) lanes or High-Occupancy Toll (HOT) lanes beyond multiple-occupant vehicles, and vehicles paying tolls in the case of HOT lanes.
- Work in coordination with other transit operators to obtain greater vehicle code flexibility to allow installation of bus bicycle racks holding up to three bicycles.

FEDERAL LEGISLATIVE PROGRAM

- Participate in discussions regarding SAFETEA-LU reauthorization, supporting the California Consensus Principles (previously adopted by VCTC), and working with other Southern California transportation agencies to advocate for more specific regional priorities.
- Support authorization earmarks for Route 101/23 interchange improvements and a new Gold Coast Transit operations facility.
- Support an increased transportation appropriation as part of the FY 2011 and FY 2012 federal budget, while monitoring and supporting as appropriate possible solutions to the impending insolvency of federal transportation accounts.
- Advocate for further Federal action in support of rail safety, including significant funding to facilitate compliance with the Positive Train Control mandate.
- Support continuation of federal programs and funding, such as Congestion Mitigation and Air Quality (CMAQ), which provide special benefits to Ventura County. In particular, support continuation of the eligibility of transit operating demonstration projects for CMAQ funds.
- Work to ensure that any climate change legislation that establishes a “cap and trade” program includes a substantial set aside for transit.
- Support continuation of the delegation to Caltrans of responsibility under the National Environmental Policy Act (NEPA), and broadening of the delegation to California for additional transportation projects.



Item # 13

December 3, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SAMIA MAXIMOUS, CAPITAL PROJECTS DIRECTOR

SUBJECT: "MINI" CALL FOR PROJECTS – CONGESTION MITIGATION & AIR QUALITY (CMAQ) SURFACE TRANSPORTATION PROGRAM (STP) AND TRANSPORTATION ENHANCEMENT (TE) FUNDS

RECOMMENDATION:

- Approve of the mini call for projects for CMAQ, STP and TE funds in the amounts of \$7,995,824 for CMAQ, \$12,874,240 for STP and \$2,230,000 for TE funds as shown in Attachments "A", "B" & "C".
- Approve \$1,425,875 in STP funds and \$691,641 in CMAQ funds, for previously-programmed projects shown in Attachment "A", to be used in lieu of local match as allowed during Fiscal Year 2010/11 under the new Toll Credit Policy, conditioned upon that the funds will remain available only if obligated during the current federal fiscal year.

DISCUSSION:

On September 13, 2010 the Commission released the "Mini Call for Projects" for public agencies to apply for federal funds as the current Safe, Accountable, flexible and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) act is being extended for one or possibly two years. The call for projects was available during the period between September 13 and October 22, 2010. VCTC received 17 Congestion Mitigation & Air Quality (CMAQ), 16 Surface Transportation Program (STP) and 6 Transportation Enhancement (TE) applications before the deadline.

The funds available to program in the Mini Call for Projects include \$9.4 million on CMAQ, \$12.9 million of STP, and \$2.2 million of TE. These amounts were calculated based on (1) the amount of funds apportioned to Ventura County in various federal authorization extensions from September 30, 2009 to December 31, 2010; (2) the amount expected to be apportioned to Ventura County through September 30, 2011, assuming continuation of existing apportionment levels; (3) minus the amount of money required to fund prior commitments that can no longer be funded from prior authorizations due to federal funding rescissions and (4) minus \$470,000 of STP reserved to pay the first 6 months of interest for the AB 3090 bonds that financed the Lewis Road widening project. This reserve is in case the State does not refund VCTC prior to the due date of March 1, 2011. In addition, a portion of the unprogrammed balance is recommended to be used in lieu of local match for 11 previously programmed projects, and those funds are therefore not included in the amounts available for the Mini Call.

The staff recommendation, to provide funds to 11 previously-approved projects as allowed under a new Caltrans policy which allows during FY 2010/11 effectively eliminating the 11.47% local match requirement was approved by TTAC at the September 16, 2010 meeting. This Caltrans policy was made possible by a federal policy to permit use of "Toll Credits," equal to tolls collected in a given state, in place of local match for any project in that state. Since the tolls collected throughout California are ample to provide credit in lieu of local match for a large number of projects, Caltrans has adopted a new policy under which programming agencies have the option of to fund 100% of project cost with federal funds.

Recognizing the large unobligated federal fund balance for Ventura County, staff is recommending on a temporary basis to allow 11 projects believed to be ready-to-go during the current federal fiscal year to receive additional federal funds equal to the previously-required local match for those projects, with the caveat that these funds only remain available if obligated during this federal fiscal year, which ends September 30, 2011. The list of projects is included in Attachment "A" and shows a total of \$1,425,875 in STP funds and \$691,641 in CMAQ funds recommended for funding in place of the match. These funds were taken from the funds available for the Mini Call, and included in the calculation of each agency's funding share, for the purpose of determining the equitable distribution score in the Mini Call.

VCTC staff established scored the projects according to the revised criteria approved by TTAC in August 2010. Ventura County Air Pollution Control District (VCAPCD) staff participated in the scoring of the CMAQ projects for eligibility, and complete the scoring for air quality for CMAQ projects and TCM for STP projects. The subcommittee, appointed by TTAC, met on November 2nd to review the projects listing and the scoring. The subcommittee concluded the following:

- 1-All projects are eligible for funding under the guidelines except for the Bus Shelter and Bus Stop Improvement project submitted by the City of Thousand Oaks under TE funding.
- 2-The CMAQ projects submitted for obligation beyond FY 10/11 and not showing a minimum match will be required to have a match.

The subcommittee used the equitable distribution category to allow the cities of Port Hueneme, Fillmore and Moorpark to receive their fair share of funding. Equitable distribution was also used for two projects submitted by the city of Ventura to recognize the Victoria Avenue off ramp which was previously funded by CMAQ but the City was unable to construct as the bids were much higher than the available funding.

The last issue the committee reviewed is related to the replacement of CNG buses and paratransit vans submitted by the City of Simi Valley. The replacement of transit buses and vans in kind does not score high according to the CMAQ guidelines. These buses can be funded under Proposition 1B funds. The buses are requested in FY 12/13 and the vans in FY 11/12 and therefore they are eligible for future Proposition 1B funds. The remaining available CMAQ funds will remain unprogrammed and be available for future CMAQ eligible projects.

The committee and staff recommendation is to fund the projects above the bolded lines as shown in the attachments "B", "C" & "D".

**2010 MINI CALL FOR PROJECTS
CMAQ SCORING SHEET**

PROJECT NAME/DESCRIPTION	AGENCY	FEDERAL FUNDS REQUESTED	TOTAL PROJECT COST	FY	SELECTION CRITERIA & SCORING					TOTAL SCORE	COMMENTS	CUMULATIVE TOTAL
					Improve Mobility (Up to 30)	Improve Air Quality (Up to 30)	Multi Model (10)	Funding Match (10)	Equitable Distribution (Up to 20)			
Ojai Valley Bike Trail	County of Ventura	\$190,000	\$1,820,000	10/11, 11/12	30	30	10	10		80	DES & CON	\$190,000
Santa Clara Ave. Bike lanes	County of Ventura	\$970,000	\$1,100,000	11/12, 12/13	30	25	10	10		75	DES& CON received previous CMAQ funding	\$1,160,000
Calleguas Creek Bike Trail- Ph.III	City of Camarillo	\$360,000	\$600,000	11/12	30	30	0	10		70	DES,ROW &CON	\$1,520,000
Calleguas Creek Bike Trail- Ph. IV	City of Camarillo	\$354,000	\$400,000	10/11- 12/13	30	30	0	10		70	DES,ROW &CON	\$1,874,000
Vineyard Ave./Wells Rd. Transit Rte.	Gold Coast Transit	\$1,701,272	\$1,701,272	11/12- 13/14	30	30	10	0		70	CON	\$3,575,272
The "Y" Bus shelter (3 shelters & sidewalk)	City of Ojai	\$100,000	\$113,000	10/11	30	30	10	0		70	CON	\$3,675,272
Rideshare & guaranteed ride home program	VCTC	\$443,000	\$443,000	11/12	30	30	10	0		70	N/A	\$4,118,272
Expanded Dial-a-ride hours	City of Thousand Oaks	\$225,000	\$270,000	11/12- 12/13	30	25	0	10		65	CON	\$4,343,272
Hwy 126/Harmon Barranca Bike Path	City of Ventura	1,215,553	\$2,250,000	11/12	30	30	0	0		60	DES,ROW &CON	\$5,558,825
Moorpark Metrolink Station Entrance (South Parking Lot)	City of Moorpark	\$449,450	\$549,450	10/11	20	10	10	0	20	60	DES,ROW &CON	\$6,008,275
Hwy 126/ Bike Path Closure	City of Ventura	\$1,000,000	\$1,000,000	11/12, 12/13	20	15	0	0	20	55	DES,ROW &CON	\$7,008,275
Sheridan Way, Trail bike path link	City of Ventura	\$250,000	\$250,000	11/12, 12/13	20	15	0	0	20	55	DES&CON	\$7,258,275
Lomita Ave. Bike lanes	County of Ventura	\$238,000	\$280,000	11/12, 12/13	20	10	10	10		50	DES,ROW &CON	\$7,496,275

ATTACHMENT "A"

**2010 MINI CALL FOR PROJECTS
CMAQ SCORING SHEET**

PROJECT NAME/DESCRIPTION	AGENCY	FEDERAL FUNDS REQUESTED	TOTAL PROJECT COST	FY	SELECTION CRITERIA & SCORING					TOTAL SCORE	COMMENTS	CUMULATIVE TOTAL
					Improve Mobility (Up to 30)	Improve Air Quality (Up to 30)	Multi Model (10)	Funding Match (10)	Equitable Distribution (Up to 20)			
Marketing & Community Outreach	VCTC	\$499,549	\$449,549	11/12	20	20	10	0		50	N/A	\$7,995,824
3 -CNG bus replacement	City of Simi Valley	\$1,560,000	\$1,560,000	12/13	10	10	0	10	20	50	CON	\$9,555,824
Erbes Rd. bike lane & sidewalk improvements	City of Thousand Oaks	\$2,241,500	\$4,284,000	10/11	20	20	10	0		50	CON	\$11,797,324
Dunnigan/Arneil Traffic Signal	City of Camarillo	\$224,000	\$250,000	11/12-12/13	15	20	0	10		45	DES & CON	\$12,021,324
2-Parantransit Van Repl. (CNG)	City of Simi Valley	\$200,000	\$200,000	11/12,12/13	10	5	0	0	20	35	CON	\$12,221,324
OTC sign program	City of Oxnard	\$100,000	\$113,000	11/12	10	1	10	0		21	DES & CON	\$12,321,324
		\$12,321,324	\$17,633,271									

ATTACHMENT "A"

**2010 MINI CALL FOR PROJECTS
STP SCORING SHEET**

PROJECT NAME/DESCRIPTION	AGENCY	FEDERAL FUNDS REQUESTED	TOTAL PROJECT COST	FY	SELECTION CRITERIA & SCORING									TOTAL SCORE	COMMENTS	CUMULATIVE TOTAL
					Improve LOS (15)	Impr. Access to Regional. facility 15	Preserve Existing facility (0-10)	Impr. Safety & Sec. (0-10)	Multi Model (0- 5)	Local Match (0- 5)	TCM (0-10)	CMP (0-10)	Equitable Distribution (up to 20)			
Wendy Drive Interchange	City of Thousand Oaks	\$4,999,100	\$13,150,000	10/11	15	15	5	10	5	5	10	0		65	CON received \$5.75 million in STP	\$4,999,100
Hueneme Rd Widening	City of Oxnard	\$1,427,000	\$2,378,400	10/11,11/12	15	15	0	10	5	5	10	0		60	DES,ROW &CON previously received STP funding	\$6,426,100
Ventura Blvd. Improvements	City of Oxnard	\$2,390,310	\$2,700,000	11/2,12/13	15	0	5	10	5	5	10	0		50	DES&CON	\$8,816,410
Victoria Ave. Sidewalk	City of Oxnard	\$973,830	\$1,100,000	11/12,12/13	15	15	0	0	5	0	0	0		35	DES&CON	\$9,790,240
Telegraph Rd Bridge Reconstruction	County of Ventura	\$1,000,000	\$4,120,000	10/11	0	0	5	10	3	5	0	0		23	CON	\$10,790,240
California Street/US 101 off ramp	City of Ventura	\$750,000	\$750,000	11/12, 12/13	0	0	5	10	5	0	0	0		20		\$11,540,240
Street Rehab	City of Port Hueneme	\$370,000	\$1,000,000	11/12	0	0	0	0	0	5	0	0	20	25	CON - Reduced to STP share	\$11,910,240
Various Street Overlay	City of Fillmore	\$267,000	\$302,000	12/13	0	0	0	0	0		0	0	20	20	CON	\$12,177,240
Major Street Rehab	City of Simi Valley	\$697,000	\$2,125,000	11/12	0	0	0	0	0	0	0	0	20	20	DES & CON	\$12,874,240
Major Street Rehab	City of Simi Valley	\$1,428,000	\$2,125,000	11/12	0	0	0	0	0	0	0	0	20	20	DES & CON	\$14,302,240

ATTACHMENT "B"

**2010 MINI CALL FOR PROJECTS
STP SCORING SHEET**

PROJECT NAME/DESCRIPTION	AGENCY	FEDERAL FUNDS REQUESTED	TOTAL PROJECT COST	FY	SELECTION CRITERIA & SCORING									TOTAL SCORE	COMMENTS	CUMULATIVE TOTAL
					Improve LOS (15)	Impr. Access to Regional. facility 15	Preserve Existing facility (0-10)	Impr. Safety & Sec. (0-10)	Multi Model (0-5)	Local Match (0-5)	TCM (0-10)	CMP (0-10)	Equitable Distribution (up to 20)			
NB Rt. Turn lane on Erringer	City of Simi Valley	\$500,000	\$500,000	10/11	15	0	0	0	0	0	0	0		15	CON	\$14,802,240
Del Norte Resurfacing	City of Oxnard	\$1,513,000	\$2,522,000	10/11,11/12	0	0	0	0	0	5	0	0		5	DES,ROW &CON	\$16,315,240
Street Rehab	City of Port Hueneme	\$515,000	\$1,000,000	11/12	0	0	0	0	0	5	0	0	20	25	CON	\$16,830,240
Pavement Rehab	City of Camarillo	\$1,000,000	\$1,130,000	11/12,to 12/13	0	0	0	0	0	0	0	0		0	DES&CON	\$17,830,240
Pavement Rehab.	County of Ventura	\$700,000	\$880,000	10/11, 11/12	0	0	0	0	0	0	0	0		0	DES&CON	\$18,530,240
Pavement Rehab	City of Moorpark	\$636,350	\$712,712	11/12	0	0	0	0	0	0	0	0		0	DES&CON	\$19,166,590
SB Rt. Turn lane on Erringer	City of Simi Valley	\$500,000	\$500,000	10/11	0	0	0	0	0	0	0	0	20	20	CON	\$19,666,590
TOTAL		\$19,666,590	\$36,995,112											0		

ATTACHMENT "B"

PROJECT TITLE	LEAD AGENCY	FEDERAL FUNDS REQUESTED	TOTAL PROJECT COST	Benefit to Quality of Life 0-10	Access Benefit 0-8	Planning Goals 0-8	Resources Benefit 0-8	Regional/Community Support 0-8	More than One Activity 0-8	Cost Effectiveness/Reasonable Cost 10	Specific Activity 40	Total Score	Notes	FY	CUMMULATIVE TOTAL
Hwy 150/10th St. Improvement	Santa Paula	\$600,000	\$600,000	10	0	6	8	8	8	10	40	90	DES & CON	10/11	\$600,000
Lewis Rd Landscaping	Camarillo	\$780,000	\$1,300,000	10	0	5	8	0	0	10	40	73	DES & CON	10/11-12/13	\$1,380,000
Transportation Center Landscaping	Thousand Oaks	\$150,000	\$180,000	5	0	4	6	0	0	10	35	60	CON	10/11	\$1,530,000
Ponderosa Dr. Landscaping	Camarillo	\$300,000	\$717,000	2	0	4	6	0	0	10	30	52	DES & CON	11/12,12/13	\$1,830,000
Ponderosa Dr. Landscaping (PH.II)	Camarillo	\$400,000	\$460,000	2	0	3	6	0	0	6	20	37	DES & CON	11/12,12/13	\$2,230,000
Bus Shelter & Bus Stop Improvement	Thousand Oaks	\$60,000	\$72,000	0	0		0	0	0				CON	11/12	\$2,290,000
TOTAL		\$2,290,000	\$3,329,000												

**RECOMMENDED ADDITIONAL FUNDING
TO REPLACE LOCAL MATCH
PER CALTRANS TOLL CREDITS POLICY**

<u>Project Title</u>	<u>Lead Agency</u>	<u>Previously Programmed</u>	<u>Recommended Additional Funds Replacing Match</u>
<u>STP</u>			
Adolfo Road at Santa Rosa Road Improvements	Camarillo	\$ 1,042,000	\$ 135,002
Pavement Rehabilitation	Camarillo	\$ 971,555	\$ 125,875
Citywide Resurfacing	Oxnard	\$ 3,488,834	\$ 452,015
Fulton Street Extension	Ojai	\$ 417,080	\$ 54,037
Wendy Drive Interchange Improvement	Thousand Oaks	\$ 5,086,000	\$ 658,945
	TOTAL	\$11,005,469	\$1,425,875
<u>CMAQ</u>			
Calleguas Creek Bike Path	Camarillo	\$ 1,475,950	\$ 191,225
Route 126 Bike Path	Ventura	\$ 632,500	\$ 81,947
California Street Improvements	Ventura	\$1,125,000	\$ 145,756
West L.A. Avenue Bike Lanes	Simi Valley	\$1,328,000	\$ 172,056
Arroyo Simi Bike Path	Simi Valley	\$ 177,000	\$ 22,932
Pole Creek Bike Path	Fillmore	\$ 599,906	\$ 77,724
	TOTAL	\$5,338,356	\$ 691,641



December 3, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: MYRA MONTEJANO, TRANSIT SPECIALIST
VICTOR KAMHI, BUS DIRECTOR**

**SUBJECT: REVISED VISTA HIGHWAY 126 AND HERITAGE VALLEY DIAL-A-RIDE COST
DISTRIBUTION FORMULA AND COOPERATIVE AGREEMENT**

RECOMMENDATION:

- Approve the amended Fiscal Year 2010/2011 VISTA Highway 126 and Heritage Valley Dial-A-Ride Cooperative Agreement.

BACKGROUND:

When VCTC approved the VISTA Heritage Valley Dial-A-Ride (DAR) cooperative agreement and budget, the funding available was not sufficient to continue to operate the DAR at the existing level. The Commission approved a Cooperative Agreement to allow modifications to the basic formula so that those agencies with sufficient Transportation Development Act funds could maintain or increase service. The expectation was that there would be modifications to the funding agreement as some of the member agencies decided to maintain service to their communities. Subsequently, the staff also discovered an error in the formula used to calculate the funding. Correcting this error results in an added cost to the County, the City of Fillmore, and the City of Santa Paula of \$14,903 each which is above the amount that was approved in the VISTA 126/Heritage Valley Cooperative Agreement.

When VCTC adopted the budget, there were two issues which regarding the VISTA 126/Heritage Valley transit service funding which were not resolved. Staff advised the Commission that the proposed service cuts were not due to lack of demand – and in the Commission’s unmet transit needs findings, the service continued to be a need that is reasonable to meet - but due to insufficient Transportation Development Act (TDA) funds to meet the need. The two unresolved issues were (1) if there would be any carryover TDA funds that would help to restore part of the service, and (2) if not, how the service cuts could be mitigated in the City of Santa Paula and the County for Piru/Rancho Sespe without subsidizing the City of Fillmore.

Due to the amount of carry-over funds for the City of Fillmore (\$29,780.17) it will be possible to re-instate some of the weekday service on Fillmore Dial-a-Ride. Although it will not bring service to its original level it will allow for two vehicles to operate until 7 pm and one vehicle to operate until 8 pm within the city of Fillmore. The carryover amounts for each jurisdiction (before the adjustments listed below) is:

Ventura County	\$32,927.12
Santa Paula	\$32,251.75
Fillmore	\$29,541.26

The City of Santa Paula, on June 21, 2010, authorized the use of an additional \$45,000 (above the amount in the VCTC approved Cooperative agreement) to continue full DAR service in the City of Santa Paula. Working with the County, VISTA has extended evening service with VISTA Hwy 126 intercity buses to provide service to Piru and Rancho Sespe. This service does not increase service for the City of Fillmore, but does provide a way for people to get to Piru and Rancho Sespe after DAR service in Fillmore (which was extended to Piru and Rancho Sespe)

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was reduced. The cost to the County for that extended service above the VCTC approved Cooperative Agreement is \$7,121.

The attached Cooperative Agreement is based on the following changes for each member of the Heritage Valley Dial-a-Ride service:

County	
Approved Cooperative Agreement	\$ 391,141.00
Adjustment for calculation error	\$ 14,905.32
Piru/Rancho Sespe added service	\$ 7,121.40
Total needed for new Cooperative Agreement	\$ 413,165.72

City of Santa Paula	
Approved Cooperative Agreement	\$ 391,141.00
Adjustment for calculation error	\$ 14,905.32
Santa Paula DAR added service	\$ 45,000.00
Total needed for new Cooperative Agreement	\$ 451,046.32

City of Fillmore	
Approved Cooperative Agreement	\$ 373,594.00
Adjustment for calculation error	\$ 14,905.32
Fillmore DAR added service	\$ 30,568.36
Total needed for new Cooperative Agreement	\$ 419,065.76

VCTC staff has worked with the staffs of the partner agencies to develop modifications and meet the services the agencies desire within the fiscal constraints.

**AMENDMENT #2 (FY 2010/11)
TO COOPERATIVE AGREEMENT
FY 2001/02
VENTURA INTERCITY SERVICE TRANSIT AUTHORITY (VISTA)
HIGHWAY 126 ROUTE, FILLMORE, SANTA PAULA DIAL-A-RIDES**

This Amendment (2010-11) to the Cooperative Agreement FY 2001/02 for VISTA Highway 126 Route, Fillmore, Santa Paula Dial-a-Rides ("Amendment") is made and entered into by and among the CITY OF FILLMORE (Fillmore), the CITY OF SAN BUENAVENTURA (Ventura), the CITY OF SANTA PAULA (Santa Paula), the COUNTY OF VENTURA (County) and the VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC). Fillmore, San Buenaventura, Santa Paula and the County are collectively referred to herein from time to time as the "AGENCIES."

This Amendment continues the VISTA 126 Route, Fillmore and Santa Paula Dial-a-Ride services under the terms and conditions of the Cooperative Agreement, FY 2001/02, Ventura Intercity Service Transit Authority (VISTA) Highway 126, Fillmore, Santa Paula Dial-a-Rides ("Cooperative Agreement"), except to the extent amended hereby, for FY 2010-11.

The Cooperative Agreement is hereby amended as follows:

A. Section 3: Funding

For FY 2010-11, the required local match shall be paid by the AGENCIES based on funding shares per jurisdiction as follows:

	<u>Percent</u>	<u>Approximate Net Share*</u>
Fillmore	33.33 % of DAR's, 25.84 % of Route 126 bus	\$ 419,067.69
Ventura	7.5 % of Route 126 bus only	\$ 17,570.33
Santa Paula	33.33 % of 126 bus and both DAR's	\$ 451,046.32
County	33.33 % of 126 bus and both DAR's	\$ 413,165.72

*Excluding Credit

If a member agency acts to increase service levels for their jurisdiction, they can request VCTC increase the service and the budget based on a increase in funding.

B. Section 7: Meetings

Meetings of the AGENCIES and VCTC shall be held in accordance with the "Brown Act" at least once each fiscal year, and shall be held in conjunction with VCTC Board meetings. All decisions on service shall be made jointly by the AGENCIES participating in the local funding of this route, with each of the AGENCIES having one vote and majority vote ruling. The VCTC member of each of the participating AGENCIES shall be designated as a voting member.

C. (Revised) Attachment "A"- Route and Service Description- is attached and incorporated herein by this reference.

D. (Revised) Attachment "B"- Performance Reporting- is attached and incorporated herein by this reference.

Except as amended hereby, the terms and conditions set forth in the Cooperative Agreement shall remain in full force and effect.

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

CITY OF FILLMORE

APPROVED AS TO FORM

By _____
Date

City Attorney Date

CITY OF SAN BUENAVENTURA

APPROVED AS TO FORM

By _____
Date

City Attorney Date

CITY OF SANTA PAULA

APPROVED AS TO FORM

By _____
Date

City Attorney Date

COUNTY OF VENTURA

APPROVED AS TO FORM

By _____
Date

County Counsel Date

**VENTURA COUNTY TRANSPORTATION
COMMISSION**

APPROVED AS TO FORM

By _____
Date

General Counsel Date

ROUTE AND SERVICE DESCRIPTION

The following is a general description of the VISTA-HWY 126 and VISTA Fillmore and Santa Paula DAR's, and may be revised and/or adjusted during the fiscal year by agreement of the AGENCIES.

VISTA Hwy 126 Service

The VISTA Hwy 126 service is an intercity, fixed route, express bus service along the State Route 126 corridor between Fillmore, Santa Paula and San Buenaventura. The route includes stops at: Fillmore Senior Center in Fillmore; Santa Paula City Hall and K-Mart Park and Ride in Santa Paula; and Wells Center, County Government Center, Ventura College, St. Bonaventure High School, the County Medical Center, Ventura Pier and the Pacific View Mall (Ventura Transit Center) in Ventura.

On weekdays service will operate between approximately 6 AM and 8 PM. In the morning and afternoon peak hours, regular buses will run on approximately 60-70 minute headways. Morning service will be supplemented with a third bus. In the off-peak hours, the headways may increase to approximately 120 minutes. The peak hours will be defined in the final schedule, but it will be a minimum of three hours in the morning and three hours in the afternoon.

Saturday and Sunday service will operate between approximately 8 AM and 6 PM. In the morning and evening peak hours, the buses will run on approximately 60-70 minute headways. In the off-peak hours, the headways may increase to approximately 120 minutes. The peak hours will be defined in the final schedule, but it will be a minimum of three hours in the morning and three hours in the afternoon.

The schedule will be arranged to provide timed transfers to local and intercounty transit providers such as Santa Paula and Fillmore Dial-a-Rides, the VISTA 101, VISTA Coastal Express, VISTA Conejo Connection and SCAT, as feasible.

Fillmore/Piru Area and Santa Paula Dial-a-Ride Services

General public dial-a-ride service operates from a dispatch center located in the City of Fillmore for (1) Fillmore and the nearby unincorporated communities, such as Piru, Bardsdale and the Rancho Sespe Housing Development, and (2) Santa Paula and surrounding unincorporated areas. Service for the Fillmore DAR is provided weekdays between the hours of 6:00 AM and 8:00 PM on demand (within 60 minutes of the call being received) and Saturdays and Sundays between 7:00 AM and 6:00 PM. Service for the Santa Paula DAR will operate weekdays between 6:00 AM and 7:30 PM and Saturdays and Sundays between 8:00 AM and 5:30 PM. Trip reservations can be made up to a week in advance.

The general service boundaries for the DAR services, which may be adjusted from time to time by COMMISSION, are as follows: Fillmore DAR service will include the Fillmore City limits, Old Telegraph Road/Grand Avenue on the west; Grand Avenue/Bridge Street on the north; the communities of Piru and Rancho Sespe Housing Development to the east; and the community of Bardsdale on the south. The general service boundaries for the Santa Paula Commuter Bus and Santa Paula DAR service are the Santa Paula City limits and adjacent unincorporated areas and including the Mupu and Briggs Schools to the west.

The Fillmore DAR will be routed by the Fillmore Senior Center (Community Building) to meet the intercity, fixed route express bus service. The Santa Paula DAR will be routed by the Santa Paula City Hall and K-Mart each for transfer coordination to the intercity, fixed route express bus service. Reservations are not needed for transfers from the fixed route to the DAR's at the Fillmore Senior Center, Santa Paula City Hall and Santa Paula K-Mart. This Dial-a-Ride will also make stops at businesses en route.

FARES

VISTA-HWY 126 one-way passenger fares are: \$1 for adults between 21 and 61 years of age; \$1 for youth 6 to 20 years; and 50 cents for seniors aged 62 and older and for persons with disabilities. Children 5 and under ride free

if accompanied by fare paying adult. VISTA-operated Dial-a-Ride fares are \$1.50. The fare includes one transfer to VISTA intercity service.

The SmartCard Passport fares are: adults \$40; youth \$40; seniors and persons with disabilities \$20. Purchased monthly, this passport is valid for unlimited trips on all Ventura County fixed-route public bus systems (not including inter-county service). A cash debit feature is also available. For an additional 50 cents per trip, holders of the base pass may use the Dial-A-Rides, except on systems where this offer is not valid.

The Dial-a-Ride monthly Passport fares are: adults \$56; students \$56; seniors and persons with disabilities \$36. These fares include Dial-a-Ride and fixed route transportation within Ventura County. A monthly pass for Dial-a-Ride service only is available for \$16. A day pass can also be purchased from the drivers or from the FATCO office in Fillmore at a cost of \$3.00. The pass can be used for an unlimited number of trips on the Fillmore DAR, Santa Paula DAR and Hwy 126 buses that day.

PERFORMANCE REPORTING

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

- Farebox Revenues
- Farebox Recovery Ratio*
- Contractor Operating Cost
- Total Adjusted Operating Costs
- Passengers
- Total Operating Cost per Passenger
- Vehicle Service Hours
- Total Operating Cost per Vehicle Service Hour
- Passengers per Vehicle Service Hour
- Total Hours
- Vehicle Service Miles
- Passengers per Vehicle Service Mile
- Total Miles

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



Item #15

December 3, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: DARREN KETTLE, EXECUTIVE DIRECTOR

SUBJECT: COMMUNITY SURVEY RESULTS

RECOMMENDATION:

- Receive and file.

BACKGROUND:

During August, the Ventura County Transportation Commission conducted a community survey to collect public input regarding transportation issues and priorities in Ventura County. This was a great opportunity for Ventura County residents to share their opinions as to the priorities and projects VCTC should pursue across the next several years.

The bilingual survey was mailed to 20,000 households throughout Ventura County, and copies were available at a number of community locations including city halls, libraries and community centers. The survey was also distributed to the county's homeless population through service centers such as Community Action, Project Understanding, Rescue Missions, and Community Assistance. A bilingual version was available through the VCTC website.

Data from the 1,200 returned surveys was used to gauge the awareness of VCTC among Ventura County residents, especially with respect to the programs it sponsors and/or funds (such as VISTA bus, Rideshare, Metrolink, etc.). It also provided valuable information regarding transportation priorities, commute habits, and key demographics.

The results of the survey will be presented at the December 3rd meeting.