VENTURA COUNTY TRANSPORTATION COMMISSION

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

www.goventura.org

AGENDA*

***Actions may be taken on any item listed on the agenda**

CAMARILLO CITY HALL
601 CARMEN DRIVE
CAMARILLO, CA
FRIDAY, January 11, 2013
9:00 AM

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in a Commission meeting, please contact the Clerk of the Board at (805) 642-1591 ext 101. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.

1. **CALL TO ORDER VENTURA COUNTY TRANSPORTATION COMMISSION**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **PUBLIC COMMENTS** – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Commission may, either at the direction of the Chair or by majority vote of the Commission, waive this three minute time limitation. Depending on the number of items on the Agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Also, the Commission may terminate public comments if such comments become repetitious. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Commission shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.*

   Under the Brown Act, the Board should not take action on or discuss matters raised during Public Comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.

5. APPROVE SUMMARY FROM DECEMBER 7, 2012 VCTC MEETING – PG. 5

6. CALTRANS REPORT

This item provides the opportunity for the Caltrans representative to give update and status reports on current projects.

7. COMMISSIONERS / EXECUTIVE DIRECTOR REPORT

This item provides the opportunity for the commissioners and the Executive Director to report on attended meetings/conferences and any other items related to Commission activities.

8. ADDITIONS/REVISIONS – *The Commission may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Commission subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Commission. If there are less than 2/3 of the Commission members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*

9. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no discussion of these items unless members of the Commission request specific items to be removed from the Consent Calendar for separate action.

9A. MONTHLY BUDGET REPORT – PG. 11

Recommended Action:
Receive and File
Responsible Staff: Sally DeGeorge

9B. RAIL OPERATIONS UPDATE – PG. 17

Recommended Action:
Receive and File
Responsible Staff: Mary Travis

9C. REVISED ROUTE 101/23 IMPROVEMENT PROJECT FUNDING PLAN – PG.21

Recommended Action:
Approve revised attached funding plan, to increase the Proposition 1B Trade Corridor Infrastructure Fund (TCIF) contribution using $1,202,000 in other-county cost savings, from $11,916,000 to $13,118,000; to increase the Surface Transportation Program (STP) funding by $702,000, from $11,916,000 to $12,618,000; and to reduce the City contribution by an offsetting amount.
Responsible Staff: Peter De Haan

9D. FINANCIAL AUDITOR CONTRACT EXTENSION – PG.23

Recommended Action:
Authorize the Executive Director to extend the contract options with Vavrinke, Trine, Day & Co., LLP for professional financial auditing services with a cost of $44,749 for Fiscal Year 2012/2013 and $46,091 for Fiscal Year 2013/2014 and an additional $2,500 per year if a second single audit is required.
Responsible Staff: Sally DeGeorge

9E. ENVIRONMENTAL ENHANCEMENT AND MITIGATION PROGRAM APPLICATION FOR ROUTE 101 AT SANTA CLARA RIVER BRIDGE WIDENING ENVIRONMENTAL MITIGATION – PG.25

Recommended Action:

Approve attached resolution authorizing application for $350,000 in Environmental Enhancement and Mitigation Program (EEMP) funds for off-site mitigation of the Route 101 at Santa Clara River Bridge project.

Responsible Staff: Peter De Haan

10. 2013 LEGISLATIVE PROGRAM – PG.29

Recommended Action:

Adopt 2013 Legislative Program

Responsible Staff: Peter De Haan

11. PROGRAM OF PROJECTS FOR FTA SECTION 5307 (JOBS ACCESS AND REVERSE COMMUTE), SECTION 5310, AND SECTIONS 5316 AND 5317 CARRYOVER FUNDS – PUBLIC HEARING – PG.33

Recommended Action:

- Adopt the attached list of FY 2012/13 project scores (ATTACHMENT A) and funding plan (ATTACHMENT B)
- Approve attached FY 2013 Program of Projects (ATTACHMENT C) for FTA Section 5316 and Section 5317 FY Carryover Funds.
- Authorize the Executive Director to certify the application to Caltrans for $266,000 in statewide Section 5310 funds for vehicle purchases for the Arc of Ventura County, Moorpark Dial-A-Ride, and HELP of Ojai and for $98,213 in statewide Small Urban Section 5316 funds for the Simi Valley Transit Route C project.

Responsible Staff: Stephanie Young

12. REVISION TO METROLINK FUNDS / REVISED SECTION 5337 PROGRAM OF PROJECTS – PUBLIC HEARING – PG.39

Recommended Action:

- Approve changing the fund source for $7.5 million for Metrolink rehabilitation over the next five years from State Transportation Improvement Program (STIP) to Federal Transit Administration Section 5337.
- Approve revised Fiscal Year (FY) 2012/13 Program of Projects (POP) for Section 5337 funds.

Responsible Staff: Peter De Haan

13. AUTHORIZATION TO NEGOTIATE A ONE YEAR EXTENSION OF ROADRUNNER CONTRACT FOR VISTA INTERCITY SERVICES– PG.43

Recommended Action:

Authorize staff to negotiate a one year extension of the VISTA Intercity services and capital Contracts with Roadrunner Management Services through June 30, 2014

Responsible Staff: Vic Kamhi

14. LOSSAN AMENDED JOINT POWERS AUTHORITY AGREEMENT – PG.45

Recommended Action:

Approve an amendment to the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Joint Powers Authority (JPA) agreement to transfer State operation of the Pacific Surfliner intercity train operations to LOSSAN.

Responsible Staff: Mary Travis

15. SANTA PAULA BRANCH LINE BRIDGE REPAIR UPDATE REPORT – PG.65
Recommended Action:
Receive and File
Responsible Staff: Mary Travis

16. VCTC GENERAL COUNSEL'S REPORT
This item provides the opportunity for General Counsel to give update and status reports on any legal matters related to Commission activities.

17. AGENCY REPORTS

18. VCTC CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)
Beserra, et al. v Griffin Industries Inc., et al. Ventura Superior Court Case No. 56-2010-00373718-CU-OE-VTA

19. ADJOURN
The next VCTC Commission meeting is scheduled to be held at 9:00 a.m. Friday**, February 1, 2013**, Camarillo City Hall, City Council Chambers, 601 Carmen Drive, Camarillo.

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, DECEMBER 7, 2012
9:00 AM

Members Present: John Zaragoza, Chair, County of Ventura
Steve Sojka, Vice Chair, City of Simi Valley
Steve Bennett, County of Ventura
Claudia Bill-de-la Peña, City of Thousand Oaks
Ralph Fernandez, City of Santa Paula
Brian Humphrey, Citizen Representative, Cities
Bryan MacDonald, City of Oxnard
Jan McDonald, City of Camarillo
Keith Millhouse, City of Moorpark
Carl Morehouse, City of San Buenaventura
Linda Parks, County of Ventura
Jon Sharkey, City of Port Hueneme
Jim White, Citizen Representative, County
Steve Novotny, Caltrans

Call To Order

Pledge of Allegiance

Roll Call

Public Comments for those items not listed in this agenda
<u>Judy Bruce</u>
Sustainable development was created by the United Nations in 1987 as a global plan to inventory and control all resources human and natural.

Moving people into centralized urban areas in high density stack and pack creates stress on water and sewer systems, roadways, schools, policy, fire and transportation.

This is not about saving the planet because the planet is fine. This is about global government, global control of population and power.

People protecting freedom have no problem with rational conservation and ecological preservation, but we do not accept environmental extremism that deprives us of our constitutional right, freedom of prosperity.

<u>APPROVE SUMMARY FROM NOVEMBER 2, 2012 VCTC MEETING</u>
Commissioner Sojka made a motion to approve the summary. The motion was seconded by Commissioner McDonald and passed with Commissioner Bryan MacDonald abstaining.

CALTRANS REPORT
The 101 HOV Project is on schedule and approximately 20% complete.

COMMISSIONERS REPORTS
Commissioner Millhouse reported that he attended the SCAG Economic Recovery Forum. Commissioner Morehouse announced the SCAG General Assembly will be held in Palm Springs May 2-3.

EXECUTIVE DIRECTOR REPORT
VISTA Intercity Bus Service Contract Status - As you will recall, at the October meeting staff committed to investigating with Federal Transit Administration the ability to allow continuation of the current VISTA fixed-route contractor on a sole-source basis for Fiscal Year 2013/14. FTA has provided its written response, stating that it relies on VCTC's discretion to determine if a sole-source procurement is justified, provided that the procurement falls into specific allowable categories that are documented in writing. Therefore, at the January meeting I will ask the Commission for formal approval to proceed to negotiate a one-year extension with Roadrunner Management Services on a sole-source basis with the required justification. In the intervening period staff plans to notify FTA in writing that we have made the determination and expect that the contract's federal funding will not be questioned as a result.

Additional Trade Corridor Improvement Funds (TCIF) to 101/23 Interchange - VCTC has been informed by the Southern California Consensus Group that due to cost savings on the Colton Crossing project there will be approximately $1 million in Proposition 1B Trade Corridor Infrastructure funds available to Ventura County for an eligible project that can be awarded within the year. Since the only possible project that can still use these funds is the Route 101/23 Interchange, these funds will be applied to that project, thus reducing Thousand Oak's loan to the project. Before the project receives final California Transportation Commission approval, staff will bring to you an agenda item to revise the project's funding plan and also make other changes to facilitate the state's repayment to Thousand Oaks in Fiscal Year 2015/16. This additional $1 million brings the total TCIF program funds to nearly $13 million.

Special Hearing of California Senate Committee on Transportation and Housing – As was announced last month the State of California Senate Transportation and Housing Committee convened a special hearing on Implementation of the Transportation Development Act in Ventura County on Tuesday November 27th. The informational hearing was held at the Ventura County Government Center Board of Supervisors Hearing Chambers. The three hour hearing was attended by Senate Transportation and Housing Committee Chairman Mark DeSaulnier (D-Walnut Creek) and Senator Fran Pavley and included testimony from Assembly member Das Williams, public transit advocates, the general public, several local elected officials (including four VCTC Commissioners) and your Executive Director. My testimony outline is attached. Besides the four Commissioners that testified, another four Commissioners were in the audience. Commissioners that testified or attended the hearing may have additional comments to share.

Nyland Acres Ventura Boulevard Improvement Project - I'm pleased to report that Oxnard has received the Authorization to Proceed for improvements to Ventura Boulevard in Nyland Acres. Some Commissioners may recall that the community has been waiting many years for this project which includes sidewalk and drainage improvements. VCTC has provided $1,865,000 in Surface Transportation Program funds for the construction of this project.

"Citizen" Member City Selection Committee Appointment - Just a reminder: As was referenced in the November Executive Director's report, the current term of Citizen Representative for the Cities for Ventura County Transportation Commission will expire January 31, 2013. We have sent a message to all city clerks requesting that this position be advertised within their communities and it has been posted on the front page of VCTC's website. Those residents who are interested in being considered for the position should send a letter to their respective Mayor by December 31, 2012. The Clerk of the Board of Supervisors will be scheduling a meeting of the Cities Selection Committee in January. At that time the Committee will consider all prospective candidates and make the appointment.

VISTA Intercity Bus Amenities – Over the last several years the VISTA Coastal Express intercity route has had wifi internet service on all buses funded by our Coastal Express funding partners, the Santa Barbara County Association of Governments (SBCAG). The availability of that service has been greatly appreciated by Coastal Express riders. In the fall this year, the Commission approved the installation of wifi on all VISTA intercity buses and that service is now available on all VISTA routes. Additionally, in recognition of the loss of bicycle capacity on the "new" VISTA fleet, the Commission approved the purchase of 3-bike racks to replace existing 2-bike racks. The new 3-bike racks are now on all VISTA buses increasing our total bicycling carrying capacity by 50%. Given the legal limitations of the length a rack can extend beyond the front bumper of the bus these newly designed racks are a modest improvement but will still fall short of the under-bay storage that was available on the over the road coaches of the old fleet.

ADDITIONS/REVISIONS
Commissioner Millhouse pulled Item #9I for discussion.

CONSENT CALENDAR
Commissioner Sojka made a motion to approve all items as recommended on the Consent Calendar. The motion was seconded by Commissioner Sharkey and passed unanimously.

9A. MONTHLY BUDGET REPORT - Receive and File

9B. RAIL OPERATIONS UPDATE - Receive and File

9C. <u>INSURANCE COVERAGE</u> - Amend the VCTC 2012/2013 operating budget increasing the insurance line item by $57,725 for a total insurance line item of $187,725. The increased expenditure will be offset first by other indirect operating items that are expended under budget at year end and then from the Local Transportation Fund (LTF) reserve not to exceed $57,725.

9D. <u>APPLICATION SUBMISSION OF EXTENSION REQUEST FOR LEWIS ROAD WIDENING PROJECT -</u> Authorize the Chair to sign a request to Caltrans to extend the close-out date for the Lewis Road Widening project until April 1, 2015.

9E. <u>COMMUTER SERVICES QUARTERLY REPORT</u> - Receive and File

9F. <u>REVISION TO VENTURA COUNTY SURFACE TRANSPORTATION PROGRAM FUNDS AND THOUSAND OAKS CONGESTION MITIGATION AND AIR QUALITY FUNDS -</u>

- Approve shifting $335,000 in STP funds from the Pleasant Valley/Sturgis Project to the Pleasant Valley/Fifth Street Project.
- Approve shifting $260,000 in CMAQ funds from the Thousand Oaks Transit Center Parking Expansion project to the Thousand Oaks Municipal Service Center Expansion project.

9G. <u>REMOVAL OF FUTURE PROPOSITION 1B PROJECTS</u>
Remove the Newbury Park transit center and Fleet Maintenance Facility Expansion from the list of potential Proposition 1B projects.

9H. <u>AGREEMENT TO SWAP FEDERAL TRANSIT ADMINISTRATION SECTION 5309 RAIL FUNDS WITH RIVERSIDE COUNTY TRANSPORTATION COMMISSION</u>
Authorize the Executive Director and General Counsel to sign the attached Memorandum of Understanding (MOU) memorializing the swap of $1.5 million in Fiscal Year (FY) 2008/09 Federal Transit Administration Section 5309 funds apportioned to the Riverside County Transportation Commission (RCTC) for $1.5 million in FY 2010/11 funds apportioned to VCTC.

9J. <u>TDA FY 13/14 ARTICLE 3 BICYCLE/PEDESTRIAN FUND GRANT APPLICTIONS</u> Review and approve the schedule and evaluation criteria for FY 2013/14 Transportation Development Act Article 3 Bicycle and Pedestrian funds.

9K. <u>LEGISLATIVE UPDATE</u> - Receive and File

9I. <u>TDA FY13/14 UNMET TRANSIT NEEDS PUBLIC HEARING SCHEDULE/DEFINITIONS</u>
Commissioner McDonald made a motion to approve the schedule, procedures and definitions of "Unmet Transit Needs" and "Reasonable to Meet" for the FY 2013/14 TDA Unmet Transit Needs Public Hearing. The motion was seconded by Commissioner Morehouse and passed unanimously.

10. <u>COMPREHENSIVE ANNUAL FINANCIAL REPORT FY 2010/11</u>
Commissioner Humphrey made a motion to approve the audited Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2011/2012. The motion was seconded by Commissioner Sojka and passed unanimously

11. <u>STATE ADVOCACY SERVICES CONTRACT AWARD</u>
Commissioner Bennett made a motion to approve an agreement with Gonzalez, Quintana & Hunter for State Advocacy Services for a two-year period, with a two-year extension option, with the initial cost to be $4,000 per month plus expenses, increasing to $4,500 per month plus expenses on January 1, 2015, should the two-year option be exercised. The motion was seconded by Commissioner Morehouse and passed unanimously.***(Commissioner Millhouse recommended that in the future a board member be included on the interview panel.)***

12. VISTA ONBOARD SURVEY RESULTS
Commissioner White made a motion to receive the results of the 2012 VISTA On-Board Rider Survey. The motion was seconded by Commissioner Morehouse and passed unanimously.

13. VISTA TRANSITION UPDATE
Commissioner Sojka made a motion to receive and file the update. The motion was seconded by Commissioner Morehouse and passed unanimously.

14. REVISION TO STATE HIGHWAY PROJECT PLANNING STUDY SCOPE AND FUNDING
Commissioner Sojka made a motion to:

- Approve preparation by Caltrans of an updated Project Study Report – Project Design Support (PSR-PDS) for the Route 118 Widening from Tapo Canyon Road to Los Angeles Avenue, and preparation by Caltrans of a new PSR-PDS for the Route 101 HOV Lane from Moorpark Avenue to Route 33, for a total cost not to exceed $300,000, to be funded from Planning, Programming and Monitoring funds and Calleguas Water District pipeline easement revenue.
- Authorize the Executive Director to enter into a Cooperative Agreement with Caltrans to provide up to $300,000 for this work.
- Deprogram the $500,000 in Surface Transportation Program funds for the Highway Investment Study, reserving the funds for the Route 101/23 Improvements project if required subject to future Commission approval.

The motion was seconded by Commissioner Millhouse and passed unanimously.

15. VCTC GENERAL COUNSEL'S REPORT
Litigation with Coach has reached a settlement.

16. AGENCY REPORTS - *None*

17. VCTC CLOSED SESSION - *None*

18. Adjourn to January 11, 2013.

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Item # 9A

January 11, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: MONTHLY BUDGET REPORT

RECOMMENDATION:

- Receive and file the monthly budget report for November 2012

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.

The November 30, 2012 budget reports indicate that revenues were approximately 36.43% of the adopted budget while expenditures were approximately 26.12% of the adopted budget. The revenues and expenditures are as expected. 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 NOVEMBER 30, 2012

ASSETS

Assets:	
Cash and Investments - Wells Fargo Bank	$ 4,313,581
Cash and Investments - County Treasury	22,380,987
Petty Cash	50
Receivables/Due from other funds	2,285,983
Prepaid Expenditures	803,292
Deposits	12,754
Total Assets:	**$29,796,647**

LIABILITIES AND FUND BALANCE

Liabilities:	
Accrued Expenses/Due to other funds	$ 1,820,073
Deferred Revenue	1,103,805
Deposits	400
Total Liabilities:	**$ 2,924,278**
Net Assets:	
Fund Balance	**$26,872,369**
Total Liabilities and Fund Balance:	**$29,796,647**

For Management Reporting Purposes Only

VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE FIVE MONTHS ENDING NOVEMBER 30, 2012

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Revenues								
Federal Revenues	$ 2,651,868	$ 0	$ 0	$ 0	$ 2,651,868	$ 14,756,644	(12,104,776)	17.97
State Revenues	105,451	11,580,720	1,152,219	188,470	13,026,860	34,196,169	(21,169,309)	38.09
Local Revenues	3,861,834	0	0	10,717	3,872,551	4,653,002	(780,451)	83.23
Other Revenues	0	0	0	0	0	1,600	(1,600)	0.00
Interest	230	8,799	14,776	4,005	27,810	140,000	(112,190)	19.86
Total Revenues	**6,619,383**	**11,589,519**	**1,166,995**	**203,192**	**19,579,089**	**53,747,415**	**(34,168,326)**	**36.43**
Expenditures								
Administration								
Personnel Expenditures	932,368	0	0	0	932,368	2,456,119	(1,523,751)	37.96
Legal Services	4,575	0	0	0	4,575	35,000	(30,425)	13.07
Professional Services	47,431	0	0	0	47,431	98,200	(50,769)	48.30
Office Leases	51,270	0	0	0	51,270	137,865	(86,595)	37.19
Office Expenditures	216,351	0	0	0	216,351	185,235	31,116	116.80
Total Administration	**1,251,995**	**0**	**0**	**0**	**1,251,995**	**2,912,419**	**(1,660,424)**	**42.99**
Programs and Projects								
Transit & Transportation Program								
Senior-Disabled Transportation	42,863	0	0	0	42,863	260,855	(217,992)	16.43
Go Ventura Smartcard	98,397	0	0	0	98,397	265,700	(167,303)	37.03
VISTA Fixed Route Bus Service	2,516,532	0	0	0	2,516,532	5,737,930	(3,221,398)	43.86
VISTA DAR Bus Services	1,064,972	0	0	0	1,064,972	2,507,300	(1,442,328)	42.47
Nextbus	34,060	0	0	0	34,060	172,400	(138,340)	19.76
Trapeze	7,580	0	0	0	7,580	30,900	(23,320)	24.53
Transit Grant Administration	271,552	0	0	0	271,552	7,112,255	(6,840,703)	3.82
Total Transit & Transportation	**4,035,956**	**0**	**0**	**0**	**4,035,956**	**16,087,340**	**(12,051,384)**	**25.09**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Highway Program								
Congestion Management Program	0	0	0	0	0	30,000	(30,000)	0.00
Motorist Aid Call Box System	0	0	0	118,251	118,251	434,000	(315,749)	27.25
SpeedInfo Highway Speed Sensor	0	0	0	58,900	58,900	144,000	(85,100)	40.90
Total Highway	**0**	**0**	**0**	**177,151**	**177,151**	**608,000**	**(430,849)**	**29.14**
Rail Program								
Metrolink & Commuter Rail	945,376	0	0	0	945,376	2,776,372	(1,830,996)	34.05
LOSSAN & Coastal Rail	319	0	0	0	319	16,500	(16,181)	1.93
Santa Paula Branch Line	192,076	0	0	0	192,076	581,900	(389,824)	33.01
Total Rail	**1,137,771**	**0**	**0**	**0**	**1,137,771**	**3,374,772**	**(2,237,001)**	**33.71**
Commuter Assistance Program								
Transit Information Center	10,562	0	0	0	10,562	38,600	(28,038)	27.36
Rideshare Programs	4,852	0	0	0	4,852	53,500	(48,648)	9.07
Total Commuter Assistance	**15,414**	**0**	**0**	**0**	**15,414**	**92,100**	**(76,686)**	**16.74**
Planning & Programming								
Transportation Development Act	69,856	7,214,542	0	0	7,284,398	27,822,897	(20,538,499)	26.18
Transportation Improvement Program	4,992	0	0	0	4,992	1,323,975	(1,318,983)	0.38
Regional Transportation Planning	10,375	0	0	0	10,375	320,000	(309,625)	3.24
Airport Land Use Commission	719	0	0	0	719	228,600	(227,881)	0.31
Regional Transit Planning	11,940	0	0	0	11,940	119,150	(107,210)	10.02
Freight Movement	0	0	0	0	0	12,500	(12,500)	0.00
Total Planning & Programming	**97,882**	**7,214,542**	**0**	**0**	**7,312,424**	**29,827,122**	**(22,514,698)**	**24.52**
General Government								
Community Outreach & Marketing	129,145	0	0	0	129,145	554,500	(425,355)	23.29
State & Federal Relations	29,765	0	0	0	29,765	71,770	(42,005)	41.47
Management & Administration	13,949	0	0	0	13,949	470,117	(456,168)	2.97
Total General Government	**172,859**	**0**	**0**	**0**	**172,859**	**1,096,387**	**(923,528)**	**15.77**
Total Expenditures	**6,711,877**	**7,214,542**	**0**	**177,151**	**14,103,570**	**53,998,140**	**(39,894,570)**	**26.12**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Revenues over (under) expenditures	**(92,494)**	**4,374,977**	**1,166,995**	**26,041**	**5,475,519**	**(250,725)**	**5,726,244**	**(2,183.87)**
Other Financing Sources								
Transfers Into GF from LTF	1,651,131	0	0	0	1,651,131	1,657,631	(6,500)	99.61
Transfers Into GF from STA	859,900	0	0	0	859,900	3,031,566	(2,171,666)	28.36
Transfers Into GF from SAFE	8,259	0	0	0	8,259	61,800	(53,541)	13.36
Transfers Out of LTF into GF	0	(1,651,131)	0	0	(1,651,131)	(1,651,131)	0	100.00
Transfers Out of STA into GF	0	0	(859,900)	0	(859,900)	(3,037,791)	2,177,891	28.31
Transfers Out of SAFE into GF	0	0	0	(8,259)	(8,259)	(62,075)	53,816	13.30
Total Other Financing Sources	**2,519,290**	**(1,651,131)**	**(859,900)**	**(8,259)**	**0**	**0**	**0**	**0.00**
Net Change in Fund Balances	**2,426,796**	**2,723,846**	**307,095**	**17,782**	**5,475,519**	**(250,725)**	**5,726,244**	
Beginning Fund Balance	**1,587,577**	**5,442,517**	**11,137,704**	**3,229,052**	**21,396,850**	**14,617,258**	**6,779,592**	
Ending Fund Balance	**$4,014,373**	**$8,166,363**	**$11,444,799**	**$3,246,834**	**$26,872,369**	**$14,366,533**	**$12,505,836**	

For Management Reporting Purposes Only

VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF NOVEMBER 30, 2012

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	$262.37	0.02%	$4,313,581.28
County of Ventura	Treasury Pool	N/A	$27,546.83	0.55%	$22,351,281.70
Total			**$27,809.20**		**$26,664,862.98**

Because 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 accounts at Wells Fargo Bank.

The Commission's checking accounts for the General 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 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. Amounts shown are not adjusted for fair market valuations.

For Management Reporting Purposes Only

Item #9B

January 11, 2013

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:
Based on the passenger counts made by conductors on the Ventura Line during the first week in December, an average of 2,050 passengers boarded during morning peak-hours. About 50% of the passengers on the Line boarded at the stations in Ventura County.

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 December, 97% of the inbound trips and 95% of the outbound trips ran on-time.

Ventura County Marketing Campaign:
In October, Metrolink began a three-month pilot direct mail campaign aimed at boosting ridership on the Ventura County Line. A free Metrolink trial ride ticket coupon is included in a Valpak (a packet of coupons and offers) that was/will be distributed to 120,000 Ventura County residents during the months of October, November and January; note the packets aren't mailed out in December because of holiday mail volume.

The trial offer is bilingual, containing special offer codes for both English and Spanish speaking residents. Ventura County residents interested in redeeming their free Metrolink trial ticket can either contact the Metrolink Call Center or log onto a special Metrolink web page that will contain information in English or Spanish depending on the code entered. Once they log onto the website or contact the Call Center, they will be asked for basic contact information which will enable Metrolink to build a relationship with the residents by sending Metrolink offers and news if interest is expressed.

Residents can redeem one trial ride offer per household which can be used within 60 days after receipt. Those who redeem their tickets will receive a timetable and how-to-ride guide with their tickets to familiarize them with the Metrolink system. They will also get an electronic survey 60 days after their trial tickets are mailed requesting feedback on their Metrolink experience. VCTC marketing consultants Moore & Associates are working closely with Metrolink staff to promote this offer and will assess its effectiveness after the January mailings are distributed.

LOSSAN Strategic Plan Update/Governance Discussion:

In addition to participating in Metrolink commuter rail operations, VCTC is one of eight transportation agencies providing local input to Amtrak on LOSSAN intercity passenger rail operations. LOSSAN is the name of the Los Angeles-San Diego-San Luis Obispo Joint Powers Agency. The other agencies involved in LOSSAN are the Los Angeles County Metropolitan Transportation Authority (METRO), the North San Diego Transit District (NCTD), the Orange County Transportation Authority (OCTA), the San Diego Association of Governments, (SANDAG), the San Diego Metropolitan Transit System (MTS), the Santa Barbara Association of Governments (SBCAG), and the San Luis Obispo Council of Governments (SLOCOG).

Late last year, the LOSSAN Board voted unanimously to move forward to support State legislation (SB 1225) to authorize a transfer of the LOSSAN intercity train operations from the State to local agencies. After the legislation was signed, a new Joint Powers Authority (JPA) agreement was prepared for local agency consideration. For details about this proposed JPA, please see Agenda Item # 15.

Santa Paula Branch Line (SPBL) Operations:

Staff is continuing to work with Fillmore and Western Railway (F&W) and Union Pacific Railroad (UP), the two operators on the SPBL, on generating additional revenues with the goal of making this vital asset self-sustaining in the near future. We are also working with General Counsel to update the existing VCTC/F&W agreement to reflect the current arrangements more accurately.

To assist in these update efforts, rail consultant Thomas J. Egan began working with staff and General Counsel beginning in mid-December to ensure all appropriate agreements are industry standard and to the extent possible provide a mechanism for a positive cash flow from the SPBL.

FRA Required Bridge Inventory Project

The FRA required inventory report was completed on time in September and is available for review at the VCTC office. Because there are several bridges that need repair, the issue was referred to the Santa Paula Branch Line Advisory Committee (SPBLAC) by the Commission. At the November meeting, the Commission reviewed SPBLAC's recommendation.

SPBLAC recommended and the Commission concurred that repairs to one of the bridges, over the Ellsworth Barranca, must be made before freight can be moved between Montalvo and Santa Paula. The JL Patterson estimate of the repair cost is $41,856 and the Commission authorized the expenditure of State Transit Assistance (STA) funds to make this repair. It is expected the work will take about eight weeks.

Discussion on the other three bridges was postponed until updated information on repair costs and timing could be presented to the Commission. Please see Agenda Item # 16 for these updated costs.

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. F&W staff is currently following up on letters sent to all leaseholders asking for their cooperation to review their lease agreement, and also, to make sure safe operations are in place for people working near the rail line.

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 working on this effort with the new consultant.

Union Pacific (UP) Railroad

Despite the loss of the only freight customer on the SBPL, VCTC continues to work with F&W to transfer any future freight operations from Union Pacific to F&W. To keep the momentum going with the discussion with UP on this issue, a letter was recently sent requesting their support for the freight service modifications as allowed under the VCTC/UP shared-use agreement. We have not as yet received a written response, but telephone discussions with UP have been positive, and UP has requested F&W prepare an operating plan for the freight transfer.

Although the International Paper shipments have ceased, it is possible UP has another freight customer, a wind turbine company, who is interested in regular service on the SPBL. Staff will continue to facilitate F&W efforts to be the sole freight carrier on the SPBL in support of the Commission's goals for the SPBL to become self-sustaining from the revenues generated by SPBL activities.

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Item #9C

January 11, 2012

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: REVISED ROUTE 101/23 IMPROVEMENT PROJECT FUNDING PLAN

RECOMMENDATION:

- Approve revised attached funding plan, to increase the Proposition 1B Trade Corridor Infrastructure Fund (TCIF) contribution using $1,202,000 in other-county cost savings, from $11,916,000 to $13,118,000; to increase the Surface Transportation Program (STP) funding by $702,000, from $11,916,000 to $12,618,000; and to reduce the City contribution by an offsetting amount.

BACKGROUND:

At the October meeting the Committee approved the plan to provide $42 million for construction of the 101/23 Interchange improvement project in Fiscal Year 2012/13, using a combination of STP funds made available due to the passage of the federal Moving Ahead for the 21st Century (MAP-21) legislation, TCIF money from cost savings to the Rice/101 Interchange, and City of Thousand Oaks funds to be reimbursed in FY 2015/16 from the State Transportation Improvement Program (STIP) through Assembly Bill (AB) 3090. The California Transportation Commission (CTC) approved the programming of the $11,916,000 in TCIF money at its October 24, 2012 meeting.

VCTC has now been informed of project cost savings elsewhere which are to be redistributed among the Southern California counties, with Ventura County's share being $1,202,000. The TCIF program requires that an eligible project be for a goods movement improvement, be ready to start construction by 2013, and have a 50% non-state match. Since the Route 101/23 project has now been identified as a TCIF-eligible goods movement project, and there are no other projects in the county that can meet the requirements to use this $1,202,000, staff recommends that this $1,202,000 be applied to 101/23.

To meet the required 50/50 non-state match TCIF requirement, it will be necessary to increase the STP funds for the project by $702,000. There is sufficient STP programming capacity to increase the STP contribution to the project by this amount.

At this time the California Transportation Commission has not acted on the request of VCTC and Thousand Oaks for the AB 3090 cash reimbursement agreement, with reimbursement scheduled for FY 2015/16. However, it is anticipated that the removal of the Metrolink STIP rehabilitation project from the STIP, as recommended in another item in this agenda, will help enable the CTC to provide the full reimbursement on the requested schedule.

TTAC approved the increases in TCIF and STP funds at its December 20th meeting. However, subsequent to TTAC, VCTC received a corrected calculation of TCIF availability, which is reflected in the current staff recommendation to the Commission. The increases approved by TTAC were $1,102,000 of TCIF and $602,000 of STP for the necessary non-state match.

ATTACHMENT

PROPOSED REVISED FUNDING PLAN
ROUTE 101 IMPROVEMENTS (PPNO 2291)
(Construction and Construction Support Phases)

Proposition 1B TCIF – Southern California Corridor	$13,118,000
Regional Surface Transportation Program – VCTC Apportionment from MAP-21	$12,618,000
City of Thousand Oaks General Fund Reserve with AB 3090 Cash Reimbursement Agreement from CTC	$15,764,000
FY 2010 Federal Earmark	$500,000
Total	$42,000,000

NOTES:

Prop 1B TCIF: Consists of $11,916,000 in savings from Rice/101 available for other Ventura County projects, and $1,202,000 representing Ventura County's share in regional cost savings being distributed among the Southern California Consensus Group counties.

Regional STIP: Up to $12.1 million can be programmed at this time due to the passage of MAP-21. Also, $500,000 was made available in November by the deprogramming of STP funds for the Highway Investment Study.

Thousand Oaks: The AB 3090 cash reimbursement is from the $20 million programmed in the STIP for FY 2015/16. The reimbursement can be up to 100% federal funds. The remaining STIP balance would not be needed for the project, and VCTC would request to reprogram the funds in a future STIP.

Item #9D

JANUARY 11, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: FINANCIAL AUDITOR CONTRACT EXTENSION

RECOMMENDATION:

- Authorize the Executive Director to extend the contract options with Vavrinke, Trine, Day & Co., LLP for professional financial auditing services with a cost of $44,749 for Fiscal Year 2012/2013 and $46,091 for Fiscal Year 2013/2014 and an additional $2,500 per year if a second single audit is required.

BACKGROUND:

Each year the Ventura County Transportation Commission (VCTC) is required to have audits conducted by independent auditors. In January 2010 the Commission approved the contract with Vavrinek, Trine, Day & Co., LLP for three years with two one year options to provide auditing services for the financial and single audits.

The staff of Vavrinke, Trine and Day & Co., LLP conducted the audits in a professional and efficient manner while keeping auditing staff turnover to a minimum. VCTC is confident that Vavrinke, Trine, Day & Co., LLP will continue to offer the level of auditing services required. Therefore, staff is recommending that the Commission exercise the two one-year options of the auditing contract with Vavrinek, Trine, Day & Co., LLP at a not-to-exceed cost of $44,749 for Fiscal Year 2012/2013 and $46,091 for Fiscal Year 2013/2014

Furthermore, VCTC receives a number of federal grants for its own use and pass-through funding for other agencies which must be audited according to single audit requirements. The federal grants are grouped into “clusters” by funding type. Depending on the amount of federal funds VCTC receives in a given year, VCTC may be required to have more than one “cluster” audited. An audit of one cluster is included in the audit fee above, but each additional single audit is an additional $2,500. Staff is recommending that the Commission approve an additional $2,500 a year above the contract amount in case a second single audit is required.

Therefore, staff recommends that the Commission authorize the Executive Director to extend the two one-year options with Vavrinek, Trine, Day & Co. LLP with an additional $2,500 per year if required for a second single audit for amounts not to exceed $47,249 for Fiscal Year 2012/2013 and $48,591 for Fiscal Year 2013/2014. The cost of the audit will be financed from the General Fund and TDA funds.

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Item #9E

January 11, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: ENVIRONMENTAL ENHANCEMENT AND MITIGATION PROGRAM APPLICATION FOR ROUTE 101 AT SANTA CLARA RIVER BRIDGE WIDENING ENVIRONMENTAL MITIGATION

RECOMMENDATION:

- Approve attached resolution authorizing application for $350,000 in Environmental Enhancement and Mitigation Program (EEMP) funds for off-site mitigation of the Route 101 at Santa Clara River Bridge project.

BACKGROUND:

The new Route 101 Santa Clara Bridge was constructed by Caltrans from 2002 to 2006 as part of a freeway widening project which extended from Vineyard Avenue in Oxnard to Johnson Drive in Ventura. There was $115 million programmed for the project, including $60 million from the State Transportation Improvement Program (STIP), $49 million from the State Highway Operations and Protection Program (SHOPP), and a $5.85 million federal earmark. The SHOPP contribution to the project was in recognition of the need to replace the old bridge due to scour damage

DISCUSSION:

Caltrans has now informed VCTC of an unfulfilled mitigation commitment that was made as part of its project permits with the Department of Fish and Game, the Regional Water Quality Control Board, and the Army Corps of Engineers. Caltrans has reached tentative agreement with these agencies that the project mitigation obligation for can be satisfied by providing funds to restore 50 acres of river bottom habitat on land near Santa Paula which was recently purchased by the Nature Conservancy. Since VCTC was a funding partner for the original project, staff is working with Caltrans to address this issue, and may return to the Commission in the future with further recommended action. At this time, however, this mitigation would qualify for up to $350,000 in state EEMP funds as part of a current application round, with applications due in January. By applying for this grant, VCTC is not at this time agreeing to providing the remaining funds for the project. Ongoing operation and maintenance for the project will be provided by the Nature Conservancy. Staff recommends VCTC approval of the attached resolution authorizing the Executive Director to apply for this grant.

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ATTACHMENT

RESOLUTION NO. 2013-01

A RESOLUTION OF THE VENTURA COUNTY TRANSPORTATION COMMISSION ("APPLICANT") APPROVING THE APPLICATION FOR A GRANT FUNDS FOR THE ENVIRONMENTAL ENHANCE-MENT AND MITIGATION PROGRAM UNDER SECTION 164.56 OF THE STREETS AND HIGHWAYS CODE FOR THE ROUTE 101 AT SANTA CLARA RIVER BRIDGE WIDENING OFFSITE MITIGATION

WHEREAS, the Legislature of the State of California has enacted AB 471 (Chapter 106 of the Statutes of 1989), which is intended to provide $10 million annually for a period of 10 years for grant funds to local, state and federal agencies and nonprofit entities for projects to enhance and mitigate the environmental impacts of modified or new public transportation facilities; and

WHEREAS, the Natural Resources Agency has established the procedures and criteria for reviewing grant proposals and is required to submit to the California Transportation Commission a list of recommended projects from which the grant recipients will be selected; and

WHEREAS, said procedures and criteria established by the Natural Resources Agency require a resolution certifying the approval of application by the Applicant's governing body before submission of said application to the State; and

WHEREAS, the application contains assurances with which the Applicant must comply; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the environmental enhancement and mitigation project;

NOW, THEREFORE, BE IT RESOLVED THAT THE VENTURA COUNTY TRANSPORTATION COMMISSION:

1. Approves the filing of an application for the Environmental Enhancement and Mitigation Program for grant assistance.

2. Certifies that said Applicant will make adequate provisions for operation and maintenance of the project.

3. Appoints Darren M. Kettle as agent of the Ventura County Transportation Commission to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED by the Ventura County Transportation Commission at its regular meeting this 11th day of January, 2013.

____
John Zaragoza, Chair

ATTEST:

____
Donna Cole, Clerk

APPROVED AS TO FORM:

____
Mitchel B. Kahn, General Counsel

ATTESTATION

I, Donna Cole, Clerk of the Commission, hereby certify that the foregoing Resolution was adopted by the Ventura County Transportation Commission at a regularly scheduled meeting held on January 11, 2013, upon the motion of Commissioner ___________________________, seconded by Commissioner _________________________ and adopted on the following vote of the Commission:

Ayes:

Nays:

Absent:

Dated: January 11, 2013 _______________________________________

Donna Cole, Clerk of the Board

Item #10

January 11, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: 2013 LEGISLATIVE PROGRAM

RECOMMENDATION:

- Adopt 2013 Legislative Program (Attachment).

BACKGROUND:

Every year the Commission adopts a Legislative Program for the upcoming year, for 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 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

Although the federal government has now passed a new federal transportation authorization, Moving Ahead for Progress in the 21st Century, or MAP-21, since this bill is only for two years it is already time to begin discussions on the next authorization. Therefore, the 2013 Legislative Program calls for VCTC to work with other regional transportation agencies and Caltrans to develop a coordinated approach to the upcoming authorization.

As in prior years, the 2013 Program includes other issues of particular concern to VCTC and the region, including the need for continued federal support for rail safety, and continuation of funds where most needed to address air quality, as with the current Congestion Mitigation and Air Quality (CMAQ) program. Since Congress has continued for several years its policy of avoiding earmarks, the Legislative Program no longer includes support for county project earmarks.

State Issues

The past year was unusually busy for state issues due to the adoption of the Countywide Transit Plan (CTP) and its submittal to the Legislature with a proposal to address the Ventura County specific provision of SB 716. During the upcoming year the Commission is anticipated to again seek to amend SB 716 to further the adopted goals of the CTP. The November 27th Ventura County hearing of the Senate Transportation & Housing Committee has set the stage for this effort during the upcoming year.

As was also discussed at the November 27th Senate Committee hearing, there is currently strong interest in the Legislature in a Constitutional Amendment to lower to 55% the voter approval threshold for local transportation funding measures. Staff recommends that the Legislative Program include support for this proposal.

An anticipated state issue in the upcoming year will be the development of legislation to implement the provisions of MAP-21. This legislation is expected to address the apportionment of the MAP-21 funding programs to the regions. Also, as cap-and-trade revenues start to accrue there will need to be decisions regarding the distribution of these funds. VCTC will need to work in conjunction with other regional agencies to engage on these and other transportation issues.

Delaney Hunter, VCTC's new state representative, will be present at the meeting to discuss the proposed state program.

ATTACHMENT

VENTURA COUNTY TRANSPORTATION COMMISSION
2013 LEGISLATIVE PROGRAM

STATE LEGISLATIVE PROGRAM

A. TRANSPORTATION FUNDING

- Support full protection of transportation funds from State General Fund raids as intended by voter-approved initiatives.

- Support a constitutional amendment to lower the voter threshold to pass local transportation finance measures to 55%.

- 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.

- Monitor proposed state legislation to implement the new federal Moving Ahead for Progress in the 21st Century (MAP-21) legislation, supporting provisions that promote regional decision-making, streamlined delivery, and equitable distribution of funds.

- Support continuation of the Safe Routes to Schools program.

- Support increased funding for bike and pedestrian facilities and bus transit.

B. RAIL PROGRAM

- Support incentives to encourage transit-oriented development projects.

- Monitor and evaluate plans and progress of high-speed rail and its funding.

C. PLANNING

- Support legislation to extend CEQA streamlining provisions to transportation projects that are consistent with the Sustainable Communities Strategy.

- Support use of cap-and-trade revenues to address transportation-related greenhouse gas emissions, by directing funds to bus and rail transit, high-speed rail feeder service, and projects to implement the regional Sustainable Communities Strategy.

- Seek to ensure that any future funding for SB 375 implementation includes funding for transit operations.

- Work with legislators representing Ventura County to introduce and advocate for legislation to address the Ventura County provisions of SB 716 and support implementation of the Countywide Transit Plan.

- Support Transportation Demand Management measures to reduce auto trips, including facilitation of technology, such as telecommuting, videoconferencing, and smart utility meters.

FEDERAL LEGISLATIVE PROGRAM

- Work with Caltrans, SCAG, and other appropriate parties to develop a united approach for advocacy of the next federal transportation authorization scheduled for October, 2014.

- Work with the Southern California Regional Rail Authority and other member agencies to advocate for further Federal action in support of rail safety, including any federal actions needed to support timely Positive Train Control implementation.

- 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.

- Support continuation of the delegation to Caltrans of responsibility under the National Environmental Policy Act (NEPA).

Item # 11

January 11, 2013

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **STEPHANIE YOUNG, PROGRAM ANALYST**

SUBJECT: **PROGRAM OF PROJECTS FOR FTA SECTION 5307 (JOBS ACCESS AND REVERSE COMMUTE), SECTION 5310, AND SECTIONS 5316 AND 5317 CARRYOVER FUNDS – PUBLIC HEARING**

RECOMMENDATION:

- Adopt the attached list of FY 2012/13 project scores (ATTACHMENT A) and funding plan (ATTACHMENT B)
- Approve attached FY 2013 Program of Projects (ATTACHMENT C) for FTA Section 5316 and Section 5317 FY Carryover Funds.
- Authorize the Executive Director to certify the application to Caltrans for $266,000 in statewide Section 5310 funds for vehicle purchases for the Arc of Ventura County, Moorpark Dial-A-Ride, and HELP of Ojai and for $98,213 in statewide Small Urban Section 5316 funds for the Simi Valley Transit Route C project.

BACKGROUND:

At the October 5, 2012 meeting, the Commission authorized a call for projects for FTA Section 5307 (Jobs Access and Reverse Commute) and Section 5310 (Seniors and Disabled) Grant funds. This call for projects was also for the carryover Section 5316 and Section 5317 funds. The following table shows the amounts of each funding type available.

	5307 JARC	5310/New Freedom
Oxnard/Ventura	$381,535	$527,245
Carryover	$628,499	$184,877
TOTAL	**$1,010,034**	**$712,122**
T.O. Moorpark	$88,776	$281,560
Carryover	$60,837	$113,515
TOTAL	**$149,613**	**$395,075**

	5307 JARC
Camarillo	$48,324
TOTAL	**$48,324**

Simi Valley	$98,213
TOTAL	**$98,213**

VCTC received applications for $2,230,284 of projects. Based on the estimates above, there is sufficient funding for all of these projects. Staff has given each project scores based on the criteria approved by the Commission in October. A listing of projects and scores can be found in ATTACHMENT A. ATTACHMENT B shows the staff recommendation for project funding. The Program of Projects (POP) can be found in ATTACHMENT C. The following were taken into consideration when formulating the staff recommendation:

- Ongoing projects that require funding to continue operations were given priority for carryover funds, since those are available immediately and the new funds might not be available for several months. The POP for carryover funds is provided for approval to allow that grant to move forward.
- Mobility Management Partners requested $586,984 in federal funding for travel training and the development of an information and mobility center and a volunteer driver program. Because of the large amount requested, staff is recommending limited carryover funding until the proposed scope of MMP activities is discussed by TRANSCOM. A recommendation will be brought to the commission at a future time.
- Applicants were required to supply a 20% funding match for capital projects and a 50% match for capital projects unless they provided a written justification of their need for a reduced local match. The City of Thousand Oaks requested 100% federal funding for their Reduced Cost Passes project. Since there is adequate carryover funding for the Thousand Oaks area, staff is recommending full funding for this project.

Caltrans is currently conducting a call for projects for small urban Section 5316, 5317, and 5310 projects. Projects shown in ATTACHMENT B under Section 5310 and Small Urban will need to fill out a Caltrans application for VCTC to submit to Caltrans. VCTC must submit Small Urban applications by April 19, 2013, and Section 5310 applications by May 13, 2013. Agencies with eligible projects that were not included in this Call for Projects can still apply for these funds if they submit an application to VCTC by March 11, 2013. Information on the application process for all three grants can be found on the VCTC website at:

http://www.goventura.org/?q=about-vctc/project-programming

Projects listed under "Future 5307 or 5310" on ATTACHMENT B will be eligible to receive funding when the large urban funds become available. At that time the Commission will consider approving a POP containing those projects.

TRANSCOM and the Human Service and Transportation Service Coordination Ad Hoc Committee approved the staff recommendation at a joint meeting on December 13, 2012. A copy of the POP was published in the Ventura County Star for public review on January 3, 2013.

Agency	Project Title	Description	Federal share	Match	%	Goals and Objectives (20)	Project Implementation Plan (30)	Program Performance Indicators (20)	Communication and Outreach (20)	Emergency Preparedness (10)	Total Points
Ventura County Human Services Agency	RAIN Work Reliability Transport Project (2 years)	Transportation services for eligible adult homeless residents	$120,000	$120,000	50%	20	30	20	20	10	100
The Arc of Ventura County	Purchase 3 vehicles	Purchase 3 minivans to increase system capacity	$108,000	$27,000	20%	20	30	20	20	10	100
Ventura County Agency on Aging	Medi-Ride (2 years)	Medi-Ride Transportation for Seniors and Disabled Adults	$199,926	$119,830	36%	20	30	20	20	10	100
Ventura County Agency on Aging	Transportation Assistance for Working Seniors (2 years)	Purchase monthly gas cards for 10 participants and bus passes for elderly job seekers	$21,550	$10,824	33%	18	30	20	20	10	98
Simi Valley	Route C Fixed-Route Commuter Service (1 year)	Continue fixed-route service between Simi Valley and Chatsworth.	$98,213	$98,213	50%	18	30	20	20	10	98
Mobility Management Partners	Mobility Management (2 years)	Travel training, information and mobility center and volunteer driver program	$586,984	$146,946	20%	18	30	20	20	10	98
Moorpark	Two DAR Vehicles	Purchase 2 new DAR vehicles	$110,000	$27,500	20%	20	30	20	10	10	90
Gold Coast Transit	Route 20 - OTC/Lombard/Gonzales (op and capital) - 2 years	Establish new transit service by extending Route 20 to two-way service	$409,595	$394,595	49%	20	20	20	20	10	90
HELP of Ojai	Senior and Paratransit Program (1 year)	Purchase 1 replacement van with lift	$48,000	$12,000	20%	20	20	20	20	10	90
Thousand Oaks/Moorpark	Senior DAR between TO and Moorpark (2 years)	Provides intercity DAR between Moorpark and Thousand Oaks	$55,000	$13,750	20%	20	25	15	20	10	90
Thousand Oaks	Reduced Cost Passes for Low Income Seniors (1 year)	Allows social service agencies and nonprofits to buy half-price bus passes for qualifying low income seniors	$20,000	-	0%	18	25	15	20	10	88

Agency	Project Title	Description	Federal share	Match	%	Goals and Objectives (20)	Project Implementation Plan (30)	Program Performance Indicators (20)	Communication and Outreach (20)	Emergency Preparedness (10)	Total Points
Thousand Oaks	Free Rides for seniors and ADA on fixed-route (1 year)	Reimbursement of lost fare revenue for bus rides for DAR and ADA	$30,000	$7,500	20%	18	25	15	20	10	88
The Arc of Ventura County	Transportation Service (2 years)	Operating Assistance for transportation program	$137,016	$137,016	50%	20	15	20	20	10	85
Thousand Oaks/Moorpark	Group Travel Training for Seniors and Disabled (1 year)	Provide group travel training at senior centers	$10,000	$2,500	20%	18	20	15	20	10	83
Thousand Oaks	Express Shuttle to Moorpark Metrolink Station (1 of 3 year demo)	Provide new shuttle service 6x/day to and from Metrolink Station	$20,000	$5,000	20%	12	25	15	20	10	82
Thousand Oaks	Summer Beach Bus	Provides fixed-route service between T.O. and Malibu	$10,000	$10,000	50%	10	25	15	20	10	80
Thousand Oaks	Employee Rideshare - 2 Replacement CNG vans	Purchase 2 replacement CNG vans for employee rideshre	$68,000	$17,000	20%	15	25	15	10	10	75
Thousand Oaks	Employee Rideshare Operations (1 year)	Reimbursement of expenses for rideshare	$15,000	$15,000	50%	15	25	15	10	10	75
Moorpark	Moorpark Civic Center Improvements	Enhancement to vehicle entrances and parking locations	$163,000	$40,750	20%	10	20	5	10	10	55
			$2,230,284	**$1,199,424**							

Recommended Funding by Source

	Large Urban Carryover Funds				Apply to Caltrans		
	Oxnard 5316	TO 5316	Oxnard 5317	TO 5317	Sec 5310	Small Urban	Future 5307 or 5310 Funding
RAIN (Year 1)	$ 44,163	$ 15,837					$ 29,472
RAIN (Year 2)	$ 30,528						
Arc vehicles					$ 108,000		
AAA Medi-Ride			$ 99,963				$ 99,963
AAA Transportation Assistance			$ 10,775				$ 10,775
Simi Valley Transit Route C						$ 98,213	
MMP			$ 74,139	$ 21,605			$ 491,240
Moorpark DAR Vehicles					$ 110,000		
Gold Coast Route 20	$ 409,595						
HELP of Ojai Replacement Van					$ 48,000		
TO/MP Senior DAR (Year 1)				$ 28,173			$ 27,500
TO Passes				$ 20,000			
TO Free Rides				$ 30,000			
Arc Service (Year 1)	$ 54,771			$ 13,737			$ 29,305
Arc Service (Year 2)	$ 39,203						
TO/MP TT		$ 10,000					
TO/MP Shuttle		$ 20,000					
TO Beach Bus							$ 10,000
TO Repl Vans							$ 68,000
TO Rideshare Ops		$ 15,000					
Moorpark Civic Center Improvements							$ 163,000
	$ 578,260	$ 60,837	$ 184,877	$ 78,173			

Program of Projects

The Ventura County Transportation Commission (VCTC) will hold a public hearing on the Program of Projects (POP) for the Oxnard and Thousand Oaks Urbanized Areas (UAs) for projects to be funded with Federal Transit Administration New Freedom Initiative and Jobs Access Reverse Commute (JARC) carryover funds in the 2012/13 Fiscal Year (FY 2013). The New Freedom carryover funds are $184,877 for the Oxnard UA and $113,515 for the Thousand Oaks UA. The JARC carryover funds are $628,499 in the Oxnard UA and $60,837 in the Thousand Oaks UA, plus this POP programs an additional $10,000 in anticipated FY 2012/13 funds. The public hearing will be held at 9:00 a.m. on Friday, January 11, 2013, in the Camarillo City Council Chamber, 601 Carmen Drive, in Camarillo. The POP is available for public inspection at 950 County Square Drive, Suite 207, Ventura CA 93003. Unless a subsequent notice is published, this project list will become the final Program of Projects for inclusion in the Southern California Association of Governments Regional Transportation Improvement Program.

FY 2013 New Freedom/JARC Carryover Program of Projects

	Total Cost	Federal Share	Local Share & Other
OXNARD/VENTURA URBANIZED AREA			
New Freedom Initiative			
Operating Assistance			
County Area Agency on Aging			
Transp. Assistance for Working Seniors	$16,187	$10,775	$5,412
County Area Agency on Aging MediRide	$156,878	$99,963	$56,915
	$173,065	$110,738	$62,327
Capital Assistance			
Mobility Management through			
Mobility Management Partners	$92,674	$74,139	$18,535
	$92,674	$74,139	$18,535
Total New Freedom	$265,739	$184,877	$80,862
Jobs Access Reverse Commute			
Planning Assistance			
Program Administration	$50,239	$50,239	-
	$50,239	$50,239	-
Operating Assistance			
Arc Employment Transportation Service	$187.948	$93,974	$93,974
Gold Coast Transit			
Gonzales/Lombard/OTC Service	$804,190	$409,595	$394,595
County Human Services Work Transport	$149,382	$74,691	$74,691
	$1,141,520	$578,260	$563,260
Total JARC	$1,191,759	$628,499	$563,260
THOUSAND OAKS/MOORPARK URBANIZED AREA			
New Freedom Initiative			
Operating Assistance			
Thousand Oaks/Moorpark Senior DAR	$35,216	$28,173	$7,043
T.O. Reduced Low Income Senior Passes	$20,000	$20,000	-
T.O. Free Senior/Disabled Fixed Route Rides	$37,500	$30,000	$7,500
Arc Employment Transportation Service	$27,474	$13,737	$13,737
	$120,190	$91,910	$28,280
Capital Assistance			
Mobility Management through			
Mobility Management Partners	$32,407	$21,605	$10,802
	$32,407	$21,605	$10,802
Total New Freedom	$152,597	$113,515	$39,082
Jobs Access Reverse Commute			
Operating Assistance			
County Human Services Work Transport	$31,674	$15,837	$15,837
Thousand Oaks/Moorpark Shuttle	$25,000	$20,000	$5,000
Thousand Oaks Vanpool Program	$30,000	$15,000	$15,000
Thousand Oaks Beach Shuttle	$20,000	$10,000	$10,000
	$106,674	$60,837	$45,837
Capital Assistance			
Thousand Oaks/Moorpark Travel Training	$12,500	$10,000	$2,500
	$12,500	$10,000	$2,500
Total JARC	$119,174	$70,837	$48,337

Item #12

January 11, 2012

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: REVISION TO METROLINK FUNDS / REVISED SECTION 5337 PROGRAM OF PROJECTS – PUBLIC HEARING

RECOMMENDATION:

- Approve changing the fund source for $7.5 million for Metrolink rehabilitation over the next five years from State Transportation Improvement Program (STIP) to Federal Transit Administration Section 5337.
- Approve revised Fiscal Year (FY) 2012/13 Program of Projects (POP) for Section 5337 funds.

BACKGROUND:

For many years VCTC has provided the Southern California Regional Rail Authority (SCRRA) with $1.5 million per year from the STIP funds for rehabilitation of Metrolink infrastructure serving Ventura County. During the recent call for projects for Proposition 1B Transit Capital funds, VCTC and SCRRA jointly requested an additional $2 million per year over five years to increase the level of Metrolink rehabilitation which appears to have become increasingly inadequate. However, due to the passage of the federal Moving Ahead for Progress in the 21st Century (MAP-21) transportation authorizing legislation, there will be an estimated $4.4 million per year increase in rail funding available to Ventura County as part of the Section 5337 State of Good Repair Program. Therefore, the Commission approved funding the $2 million for the first year of increased rehabilitation from Section 5337 rather than Proposition 1B.

Given that MAP-21 increases federal rail funding by $4.4 million per year, and thus far only $2 million of that increase has been committed, there is still a sufficient unprogrammed balance of Section 5337 funds to replace the $1.5 million per year currently coming from the STIP for Metrolink rehabilitation. Both VCTC and SCRRA staff have found that the STIP is characterized by multiple administrative and reporting requirements which are more suitable to large capital projects rather than this smaller ongoing project. On the other hand, SCRRA is already receiving FTA funds and can administer the additional Section 5337 funds with minimal additional added burden.

The removal of the $1.5 million per year of programmed STIP funds will have two positive impacts on the Ventura County STIP program. First, by reducing the earlier-year STIP cash flow requirements, this change will facilitate approval of the full reimbursement in FY 2015/16 of Thousand Oaks' contribution to the Route 101/23 project; and second, in later years there will be increased capacity to fund new highway projects through the STIP.

Attached for the Commission's approval is the revised FY 2012/13 POP for Section 5337 funds. There is now a total of $5,933,004 programmed, including $2,433,004 budgeted towards the swap for VCTC's Metrolink operating contribution (representing the typical annual funding from the previous Section Rail Modernization program); $2,000,000 for increased Metrolink capital rehabilitation in lieu of Proposition 1B, as approved by the Commission in October; and $1,500,000 to replace the FY 2012/13 funds programmed for Metrolink capital rehabilitation in the STIP.

This staff recommendation was approved by TRANSCOM at its December 13th meeting. The public notice was published on January 3rd is the Ventura County Star.

Program of Projects

The Ventura County Transportation Commission (VCTC) will hold a public hearing on the revised Program of Projects (POP) for the Oxnard and Thousand Oaks Urbanized Areas (UAs) for projects to be funded with Federal Transit Administration Section 5337 funds in the 2012/13 Fiscal Year (FY 2013). The funds available in FY 2013 are estimated to be $3,985,000 for the Oxnard UA and $3,060,000 for the Thousand Oaks UA. The public hearing will be held at 9:00 a.m. on Friday, January 11, 2012, in the Camarillo City Council Chamber, 601 Carmen Drive, in Camarillo. The POP is available for public inspection at 950 County Square Drive, Suite 207, Ventura CA 93003.

FY 2012/13 Federal Transit Program of Projects

	Total Cost	Federal Share	Local Share & Other
OXNARD/VENTURA URBANIZED AREA			
Metrolink Capital Rehabilitation & Refurb	$3,468,469	$3,468,469	-
THOUSAND OAKS/MOORPARK URBANIZED AREA			
Metrolink Capital Rehabilitation and Refurb	$2,464,535	$2,464,535	-

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Item #13

January 11, 2013

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

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

SUBJECT: **AUTHORIZATION TO NEGOTIATE A ONE YEAR EXTENSION OF ROADRUNNER CONTRACT FOR VISTA INTERCITY SERVICES**

RECOMMENDATION:

- Authorize staff to negotiate a one year extension of the VISTA Intercity services and capital contracts with Roadrunner Management Services through June 30, 2014

BACKGROUND:

In June of 2012, the VCTC VISTA Intercity Transit service and facilities/bus provider, Coach America, notified the Commission that due to the bankruptcy proceedings that were being dissolved, rather than simply reorganized. Because of this, the Commission was left in the position of having to secure a provider of VISTA services, including providing approximately 30 buses, maintenance and operations facilities, and the staff to maintain and operate the service. The Commission executed a sole-source agreement for very similar terms to those left on the remaining two years of the Coach contract with a "replacement" provider, Roadrunner Management of Camarillo. The contract insured that service would continue uninterrupted for the thousands of daily riders on the VISTA services.

DISCUSSION:

Just prior to the bankruptcy of Coach and procurement of an interim emergency contract provider, VCTC adopted a plan to transition the VISTA services to the local transit operators by July 1, 2014, the expiration date of the Coach and FATCO contracts. While the FATCO (Heritage Valley Dial-a-Ride) contract extends until July 1, 2014, the contract with Roadrunner was only approved through July 1, 2013. While progress has been made in developing transition plans, the concensus within the County and among the local transit providers is that the extension of the Roadrunner contract through to the planned transition date of July 1, 2014 would be in the best interested of all parties.

There have been some concerns regarding extending a sole source contract, discussions with the Federal Transit Administration (FTA) have provided the Commission with sufficient guidance to feel that a one-year extension will be permissible and not jeopardize VCTC funding.

Based on the existing situation, staff is asking the Commission for authority to negotiate with Roadrunner for a one year extension of the existing capital and operating contracts while we continue to work toward the long term provision of intercity transit services in Ventura County.

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Item # 14

January 11, 2013

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

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

SUBJECT: **LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO (LOSSAN) AMENDED JOINT POWERS AUTHORITY (JPA) AGREEMENT**

RECOMMENDATION:

- Approve an amendment to the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Joint Powers Authority (JPA) agreement to transfer State operation of the Pacific Surfliner intercity train operations to LOSSAN.

BACKGROUND:

VCTC, as a part of "LOSSAN", is one of nine transportation agencies providing local input to the State Division of Rail re: contracted Amtrak operation of the State intercity passenger rail "Pacific Surfliner" trains. LOSSAN is the acronym for the Los Angeles-San Diego-San Luis Obispo Joint Powers Agency. The other agencies involved in LOSSAN are the Los Angeles County Metropolitan Transportation Authority (METRO), the Orange County Transportation Authority (OCTA), the Riverside County Transportation Commission (RCTC), the San Diego Association of Governments, (SANDAG), the San Diego Metropolitan Transit System (MTS), the North San Diego Transit District (NCTD) the Santa Barbara Association of Governments (SBCAG), and the San Luis Obispo Council of Governments (SLOCOG).

Pacific Surfliner trains operate between San Diego and San Luis Obispo mainly during off-peak commuter hours including weekends. These trains are currently supported by Amtrak operating agreements with freight-owned railroads to use their track, passenger fares and State intercity rail funds. In many areas, track space and train stations are shared with commuter train operators such as the Coaster in San Diego and Metrolink in most of southern California.

Late last year, the LOSSAN Board voted unanimously to move forward with legislation to transfer control of the intercity train operations from the State to the LOSSAN agency. At the same time, a similar action was taken by local agencies on the San Joaquin rail corridor in the Central Valley. These efforts were both akin to the 1998 State transfer of the Capitol Corridor rail service operated between Sacramento and the Bay Area to local agencies in that rail corridor.

The legislation introduced and approved to accomplish these train operation transfers was SB 1225 for the LOSSAN corridor and AB 1979 for the San Joaquin corridor. Both bills were signed by the Governor, and now efforts are underway in the respective service areas to make final administrative arrangements to assume local operational control.

DISCUSSION:

Among the details that need to be approved by local agencies as the LOSSAN legislation is implemented are the LOSSAN Board structure and voting splits; management and operational arrangements, and establishment of secure future funding guarantees from the State for operations and capital equipment. The Chief Executive Officers (CEO's) from the LOSSAN member agencies have extensively discussed these items and included the necessary administrative arrangements in the amended LOSSAN Joint Powers Agreement (JPA) to guide the new agency.

In summary, the new LOSSAN Board will consist of the nine transportation agencies previously listed with METRO and OCTA having two votes, the other agencies having one vote each, and the three San Diego agencies (SANDAG, MTS and NCTD) sharing two votes. The following agencies will be continue to be or be added as Non-Voting, Ex-Officio members: the Southern California Association of Governments (SCAG); the National Railroad Passenger Association (AMTRAK); the California High Speed Rail Authority (CHSR); and, Caltrans Headquarters. There are two LOSSAN regions established: in the north with SLOCOG, SBCAG and VCTC, and in the south, including METRO, OCTA, RCTC and SANDAG/NCTD/MTC. A supermajority of eight (8) votes must be achieved including at least one vote from the north region for all LOSSAN JPA, By-Law, service or budget decisions. There will be a managing agency under contract to the LOSSAN Board to handle administrative and operational activities per the Board's policies and direction. The State has guaranteed administrative and operational funding with State intercity rail money for at a minimum the next three fiscal years, and has verified that State Rail funding is expected to continue for the foreseeable future.

As of this date, SLOCOG, SBCAG, OCTA and Amtrak have approved the amended JPA. VCTC, RCTC, METRO, SANDAG and MTS have approval scheduled in January along with SCAG and the CHSR. One agency, NCTD, took action to oppose the amended JPA for several reasons including their concern about the potential loss of control of NCTD rail operations, the establishment of an additional LOSSAN operating agency, and the possible local cost for administration during the transitional period between the State and local agencies before the State operational funding kicks in. The other LOSSAN members are continuing to work with NCTD to alleviate their objections as there must be unanimous approval for the amended JPA for the transfer to go forward.

VCTC staff understands NCTD's concerns but believes their objections are far outweighed by the potential savings that could result from this regional approach to passenger rail operations. We also believe from our outstanding experience with the Metrolink Commuter/Amtrak Pacific Surfiner "Rail2Rail" program that the amended JPA will result in more cost-efficient operations and better travel opportunities for all rail passengers. We are also confident the LOSSAN Board and the voting procedures as established in the amended JPA will facilitate the LOSS AN Board in diligently fulfilling the intentions of the legislation.

General Counsel has reviewed the JPA and found it acceptable as to form, and staff recommends approval.

2013 AMENDMENT TO THE

JOINT POWERS AGREEMENT

CONCERNING THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO CORRIDOR RAIL AGENCY

INTRODUCTION
This Agreement is made and entered into in the State of California by and among the LOSSAN Agency Governing Board and the following public agencies that are parties of this Agreement:

Los Angeles County Metropolitan Transportation Authority;

Orange County Transportation Authority;

Riverside County Transportation Commission;

North County Transit District;

San Diego Metropolitan Transit System;

California Department of Transportation;

Southern California Association of Governments;

San Diego Association of Governments;

Ventura County Transportation Commission;

Santa Barbara County Association of Governments;

San Luis Obispo Council of Governments;

National Railroad Passenger Corporation;

California High-Speed Rail Authority;

RECITALS
WHEREAS, some, but not all of the parties to this Agreement had entered into that certain joint exercise of powers agreement to establish the Los Angeles-San Diego Corridor Rail Agency (Agency), effective February 6, 1989, but desire to amend and restate such existing joint exercise of powers agreement as provided herein; and

WHEREAS, the parties to this Agreement recognize the need for a public agency to oversee increases in the level of intercity passenger rail service in the travel corridor between San Diego, Los Angeles and San Luis Obispo, and improvements to the facilities that will ensure reduced travel times and that will aid the joint operation of freight and passenger service in the Corridor; and

WHEREAS, the Los Angeles-San Diego State Rail Corridor Study Group created pursuant to Senate Bill 1095 (Chapter 1313, Statutes of 1985) analyzed the feasibility of increasing the level of intercity passenger service in the corridor and instituting commuter rail service from San Clemente to Union Station in Los Angeles and from Oceanside to San Diego; identified and recommended improvements to track and right-of-way to accommodate the higher levels of service; and recommended the creation of a joint exercise of powers agency to oversee the implementation of additional intercity rail passenger service and the necessary track improvements; and

WHEREAS, rail service on the coast corridor has been extended to Ventura, Santa Barbara, and San Luis Obispo Counties; and

WHEREAS, the parties to this Agreement believe that the joint exercise of their powers will provide an organization capable of implementing the recommendations contained in both the State Rail Corridor Study Group's June 1987 report entitled, *Los Angeles-San Diego State Rail Corridor Study*, and the April 2012 *LOSSAN Corridorwide Strategic Implementation Plan* and assist related efforts to coordinate corridor rail services and to improve corridor services and facilities; and

WHEREAS, each party to this Agreement is authorized to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title 1 of the Government Code of the State of California; and

WHEREAS, an act to amend Sections 14031.8, 14070.2, 14070.4, and 14070.6 of, and to add Section 14070.7 to, and to repeal and add Article 5.2 (commencing with Section 14072) of Chapter 1 of Part 5 of Division 3 of Title 2 of, the Government Code, relating to transportation and known as the Intercity Passenger Rail Act of 2012 (SB 1225), authorized expansion of the authority of the LOSSAN Corridor Rail Agency, through an amendment to the existing Joint Exercise of Powers Agreement; and

WHEREAS, SB 1225 authorizes the Agency, beginning on June 30, 2014, to enter into an Interagency Transfer Agreement with the State of California, with an initial term of three years (Initial Term) commencing with the transfer of the responsibilities for administering state-funded intercity rail passenger service in the LOSSAN Corridor from the State to the Agency; and

WHEREAS, the Agency will, through the Interagency Transfer Agreement, succeed to the State's current agreement with Amtrak for the operation of the LOSSAN Corridor Rail Service and may initiate changes in said agreement or, in the future, may, through a competitive solicitation process, contract with Amtrak, or other organizations not precluded by State or Federal law to provide passenger rail services, to operate the rail service; and

WHEREAS, the Agency may contract with one of its Member Agencies, Associate Agencies or any commuter rail agency which uses the same facilities to provide commuter rail services as are used by the intercity passenger rail corridor service, called the Managing Agency, to provide all necessary administrative support to the Agency in order to prepare and negotiate the Interagency Transfer Agreement and to perform the Agency's duties and responsibilities during the Initial Term of the Interagency Transfer Agreement; and

WHEREAS, the Agency will initiate a process for selection of a Managing Agency which shall begin upon the effective date of the Agreement as amended per SB 1225 and shall continue during a transition period (Transition Period) until such time as a Managing Agency is selected and contracts with the Agency to serve in that capacity as called for in Section 8.0 below; and

WHEREAS, at the conclusion of the Initial Term, the Agency may, through procedures that it determines, select a Managing Agency, for a subsequent three year term to continue to administer the rail service under the direction of the Agency; and

WHEREAS, the Managing Agency shall produce a business plan (Business Plan) for approval by the Agency for each of the initial three years of operation of the service which shall describe the methods by which the Agency will administer rail service and seek to increase ridership in the LOSSAN Corridor and which shall be updated and submitted by the Agency to the Secretary of the Business, Transportation and Housing Agency by April 1 of each year; and

WHEREAS, there are three previous amendments to this JPA, effective 2001, 2010, and 2011;

NOW THEREFORE, in consideration of the recitals, the parties to this Agreement agree to the following:

1.0 DEFINITIONS

1.1 **Agency** means the Los Angeles-San Diego-San Luis Obispo Corridor Rail Agency.

1.2 **Governing Board** or Board means the Board of Directors of the Agency.

1.3 **LOSSAN** is the acronym for Los Angeles-San Diego-San Luis Obispo.

1.4 **Voting member agencies (Member Agency)** mean Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission, San Diego Metropolitan Transit System, North County Transit District, San Diego Association of Governments, Ventura County Transportation Commission, Santa Barbara County Association of Governments, and San Luis Obispo Council of Governments.

1.5 **Ex-officio non-voting associate agencies (Associate Agency)** mean the Southern California Association of Governments, the National Railroad Passenger Corporation (Amtrak), California High-Speed Rail Authority and the California Department of Transportation.

1.6 **LOSSAN Corridor Rail Service** means Pacific Surfliner intercity passenger rail service that operates on the LOSSAN Corridor, which is a 351 mile long intercity and commuter rail corridor, stretching from San Diego in the south, up the coast to Orange County, Los Angeles County, Ventura County, and Santa Barbara County to San Luis Obispo County.

1.7 **Regional Transportation Planning Agency** means an entity authorized to prepare a regional transportation plan pursuant to Government Code Section 65080.

1.8 **Corridor City** means a city adjacent to the LOSSAN Corridor right-of-way.

1.9 **LOSSAN Regions** are defined as North Region: Ventura County, Santa Barbara County and San Luis Obispo County; Central Region: Los Angeles County; South Region: San Diego County; South Central Region: Orange County and Riverside County.

1.10 **Fiscal Year** means from July 1 to and including the following June 30.

1.11 **California State Rail Plan** is prepared every two years by the California Department of Transportation as an examination of passenger and freight rail transportation in California, in accordance with Section 14036 of the Government Code.

1.12 **Member Agency** shall mean each of those voting governmental entities set forth in paragraph 1.4 to this Agreement that have executed this Agreement and that have not withdrawn from the Agency.

1.13 **Business Plan** shall mean the business plan to be submitted by the Agency to the Secretary of the Business, Transportation and Housing Agency covering the initial three year term of the Agreement as mandated by Section 14070.4(b) and updated and submitted annually thereafter.

1.14 **Interagency Transfer Agreement** shall mean the agreement provided for in Section 14070.2(a) whereby the State of California will transfer all responsibility for administering the LOSSAN Corridor Rail Service to the Agency.

1.15 **Interim Workplan** shall mean the workplan proposed for the period commencing with the execution of the Managing Agency contract called for in Section 12.0 and ending with the then current fiscal year.

1.16 **Initial Term** shall mean the period that begins with the transfer of responsibilities from the California Department of Transportation to the Agency and continues for a three-year period.

1.17 **Managing Agency** means the Member Agency or Associate Agency or any commuter rail agency which uses the same facilities to provide commuter rail services as are used by the intercity passenger rail corridor service that has been selected by the Agency and has contracted with the Agency to provide all necessary administrative support to the Agency in order to prepare and assist in negotiating the Interagency Transfer Agreement, and to perform the Agency's duties and responsibilities during the Initial Term of the Interagency Transfer Agreement and any subsequent terms.

1.18 **Managing Director** means the director of LOSSAN Agency who is an employee of the Managing Agency. The Managing Director reports to and serves at the pleasure of the Governing Board.

1.19 **Transition Period** means the time period beginning with the effective date of the 2013 amendment to this Agreement in or around January 2013 and continuing until the effective date of a contract between the Agency and the Managing Agency to provide Managing Agency services to the Agency as called for in Section 12.0 below.

2.0 CREATION OF AGENCY

There is hereby created an organization to be known as the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency, hereafter Agency, which shall be a public entity separate and apart from any member agency. The Agency shall be governed by the terms of this Joint Powers Agreement and any Bylaws passed and adopted by its Governing Board.

3.0 PURPOSES

The specific purposes for the creation of the Agency and the exercise of common powers are as follows:

3.1 Administer and manage the operations of the LOSSAN Corridor Rail Service as part of the California Passenger Rail System.

3.2 Plan, program, and fund improvements for intercity rail passenger services and facilities in the LOSSAN Corridor, including the acquisition or leasing of right-of-way, stations and station sites; the leasing or acquisition of equipment; and related activities.

3.3 Negotiate for and accept funds to be expended for the purpose of providing and improving intercity rail passenger services and activities.

3.4 Review and comment on facility, service, and operational plans and programs of the agency or agencies operating commuter rail service in the LOSSAN Corridor.

3.5 Coordinate facility, service, and operational plans and programs with other organizations, providing rail passenger service in the Southern California Region or with whom the Agency may share common facilities, including the agency or agencies operating commuter rail service in the LOSSAN Corridor, the BNSF Railway and Union Pacific or their successor corporations, the National Railroad Passenger Corporation (Amtrak), California Department of Transportation and the California High Speed Rail Authority.

3.6 Advocate before local, regional, state, and federal officials and agencies for improvements to services and facilities for the corridor.

4.0 POWERS OF THE LOS ANGELES – SAN DIEGO-SAN LUIS OBISPO CORRIDOR RAIL AGENCY

As may be necessary for the accomplishment of the purposes of this Agreement, the Agency shall have the power in its own name to undertake the following:

4.1 To exercise in the manner provided by this Agreement the powers common to each of the voting members and necessary to the accomplishment of the purposes of this Agreement.

4.2 To make and enter into contracts.

4.3 To negotiate and approve an Interagency Transfer Agreement whereby the State of California will transfer all responsibility for administering the LOSSAN Corridor Rail Service, including associated feeder bus service, to the Agency.

4.4 To employ agents and employees.

4.5 To contract for the services deemed necessary to meet the purposes of the Agency.

4.6 To acquire, by lease, purchase, or lease-purchase, and to hold and dispose of real and personal property necessary to carry out the purposes of this Agreement.

4.7 To construct, manage, and maintain facilities and services.

4.8 To sue and be sued in its own name.

4.9 To incur debts, liabilities, or obligations. However, the debts, liabilities, and obligations of the Agency shall not constitute any debt, liability, or obligation of any of the Member Agencies that are parties to this Agreement.

4.10 To apply for and accept grants for financial aid pursuant to any applicable state or federal statutes.

4.11 To exercise any of the powers set forth in Section 6508 of the Government Code. In exercising these powers, the Agency is subject to the restrictions upon the manner of exercising the powers of the Los Angeles County Metropolitan Transportation Authority or its successor agency.

4.12 To develop procedures for selecting a Managing Agency and to select such a Managing Agency.

4.13 To exercise such other powers and to engage in such other activities as are authorized by law and approved by the Governing Board.

4.14 All powers of the Agency shall be exercised by the Governing Board.

5.0 GOVERNING BOARD OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO CORRIDOR RAIL AGENCY

The composition of the membership of the Governing Board shall be as follows:

5.1 Voting Members of the Governing Board (Member Agencies)

The Governing Board shall be selected and composed as follows and each member agency's appointee(s) shall have one vote unless otherwise noted:

5.1.1. Two members appointed by the Los Angeles County Metropolitan Transportation Authority; one from its own membership or former membership, and one from its own membership, former membership or selected by the Authority from a LOSSAN Corridor city.

5.1.2. Two members appointed by the Orange County Transportation Authority selected from its own membership or former membership.

5.1.3. A member appointed by the Riverside County Transportation Commission selected from its own membership or former membership.

5.1.4. A member appointed by the San Diego Metropolitan Transit System selected from its own membership or former membership.

5.1.5. A member appointed by the North County Transit District selected from its own membership or former membership.

5.1.6. A member appointed by the San Diego Association of Governments selected from its own membership or former membership.

5.1.7. While three members of the Governing Board shall represent San Diego County (San Diego Metropolitan Transit System, North County Transit District, and San Diego Association of Governments), these three members shall have a total of two votes. This voting procedure shall be specified by separate agreement among the three San Diego County member agencies.

5.1.8. A member appointed by the Ventura County Transportation Commission selected from its own membership or former membership.

5.1.9. A member appointed by the Santa Barbara County Association of Governments selected from its own membership or former membership.

5.1.10. A member appointed by the San Luis Obispo Council of Governments selected from its own membership or former membership.

5.1.11. Each voting member agency may appoint alternates to serve in the absence of the regular appointee.

5.2 Ex-Officio Members of the Governing Board (Associate Agencies)

5.2.1. The Southern California Association of Governments shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the Governing Board.

5.2.2. The National Railroad Passenger Corporation (Amtrak) shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the board, preferably from its Board of Directors.

5.2.3. California High-Speed Rail Authority shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the board, preferably from its Board of Directors.

5.2.4. The California Department of Transportation (Caltrans) shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the board.

5.2.5. Each ex-officio member may appoint alternates to serve in the absence of the regular appointee.

6.0 RELATIONSHIP OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO COORDOR RAIL AGENCY TO EXISTING AND FUTURE COMMUTER RAIL AGENCIES

6.1 The Agency will endeavor to ensure that there is coordination between itself and any commuter rail agency which uses the same facilities to provide commuter rail services as are used by the intercity passenger rail corridor service.

6.2 The parties to this agreement acknowledge and confirm that nothing contained in this Joint Powers Agreement shall abrogate or diminish any then current ownership rights, access and use agreements, funding sources and allocation, operating rights and agreements of any party. The Agency acknowledges and shall respect at all times the precedence established based on the aforementioned and shall not seek or support regulatory or legislative changes or remedies that would materially reduce any then current agreement or right, unless otherwise agreed to by the affected Member Agencies.

6.3 The parties further agree that the scope of this Joint Powers Agreement is limited to intercity rail service as defined in Department of Transportation regulations. Accordingly, the Agency shall recognize at all times the governing authority of parties that operate services other than intercity rail service and shall not seek or support any regulatory or legislative changes or remedies that would abrogate, diminish, and or materially change the roles and responsibilities of such parties with respect to such services, unless otherwise agreed to by the affected Member Agencies.

6.4 No party shall be obligated to incur new costs or liabilities relating to commuter and intercity operations other than from its own operations. Enhanced coordination of service shall consider impacts to existing passenger rail service.

7.0 AGENCY MANAGEMENT DURING THE TRANSITION PERIOD

The Intercity Passenger Rail Act of 2012 (SB 1225) authorized the Agency to reconstitute itself with an amended joint powers agreement. Only the Agency operating under the amended joint powers agreement, and not the Agency existing on January 1, 2013, may exercise jurisdiction over intercity rail services on the LOSSAN corridor under an Interagency Transfer Agreement.

This Agreement reconstitutes the Agency as anticipated by SB 1225 and establishes significant duties for a Managing Agency who will be selected by, and enter into a contract with, the Agency. One significant duty of the Managing Agency is to assist the Agency in preparing and negotiating an Interagency Transfer Agreement which will allow the transfer of intercity rail services on the LOSSAN corridor from the State of California to the Agency beginning as soon as June 30, 2014.

During the Transition Period between the effective date of this Agreement as amended per SB 1225 and the effective date of a contract between the Agency and the Managing Agency, the San Diego Association of Governments will serve as the Transitional Managing Agency. During the Transition Period, the San Diego Association of Governments will provide professional staff assistance to the Agency at a level no greater than it provided during the first half of the fiscal year 2012-2013. Whenever this Agreement establishes duties or appointments for the Managing Agency or its officers, those duties or appointments will be the responsibility of the Transitional Managing Agency and its officers during the Transition Period, but only to the extent such duties correspond with the past practice of the Transitional Managing Agency and the Agency or as otherwise required by law.

8.0 MANAGING AGENCY

Subject to the policy direction and control of the Governing Board, and subject further to the terms, conditions and requirements of its contract with the Agency, the Managing Agency shall begin service upon the effective date of its contract and continue through the Initial Term and in that capacity shall provide all necessary administrative support to the Agency.

The Managing Director, to be appointed by the Governing Board, shall be an employee of the Managing Agency and an officer of the Agency and shall lead the administrative support duties for the LOSSAN Corridor Rail Service. Employees of the Managing Agency who have as their responsibility the support of the LOSSAN Corridor Rail Service shall report to the Managing Director. The Managing Director shall solicit the input and participation of the other agencies and endeavor to achieve consensus while providing administrative support to the Agency.

The Managing Agency staff dedicated to serve the LOSSAN Corridor Rail Service and under the supervision of the Managing Director, as well as the shared Managing Agency administrative support staff, will perform the following duties regarding the administrative support of the Agency:

8.1 Negotiate and recommend the award of all necessary agreements for the Agency, including but not limited to an Interagency Transfer Agreement, agreements for the provision of passenger rail services, and use of tracks and other facilities, subject to approval by the Governing Board;

8.2 Manage all agreements entered into by the Agency;

8.3 Implement projects contained in the approved capital budget unless the administration of particular capital projects is more appropriately managed in another manner, such as by an individual agency or a local government, as determined by the Governing Board;

8.4 Provide for the maintenance and management of such property as may be owned or controlled by the Agency unless the administration of that property is more appropriately managed in another manner, such as by an individual agency or a local government, as determined by the Governing Board;

8.5 Provide a risk management program to cover the Governing Board and each of the agencies in the performance of their duties pursuant to this Agreement, and seek appropriate insurance coverage to implement such risk management program;

8.6 Seek, obtain and administer grants, subject to the provisions of Section 9.0 below;

8.7 Develop and implement marketing programs;

8.8 Prepare and submit financial reports;

8.9 Prepare for approval by the Governing Board the Business Plan;

8.10 Report regularly to the Governing Board regarding LOSSAN Corridor issues;

8.11 Recommend changes in LOSSAN Corridor Rail Service fares and the collection of fares to the Agency;

8.12 Recommend changes in scheduling and levels of service to the Agency;

8.13 Prepare and implement changes in scheduling and fares, subject to required public involvement;

8.14 Prepare capital and operating budgets for presentation to the Agency;

8.15 Facilitate interaction with other entities involved in operation, construction and renovation of the LOSSAN Corridor Rail Service; and

8.16 Negotiate with any other public or private transportation providers as necessary to ensure coordinated service with the LOSSAN Corridor Rail Service.

9.0 SOLICITATION OF GRANTS

The Managing Agency shall pursue any and all sources of funding for the Agency; provided, however, that neither the Managing Agency, on behalf of the Agency, nor the Governing Board shall apply for Transportation Development Act Funds as defined in Chapter 4, Part 11, Division 10 of the California Public Utilities Code or for any conflicting funding that any Member Agency is also an applicant or approving Member Agency for without the express consent of that Member Agency.

10.0 BUDGET AND FUNDING

10.1 The Managing Agency shall prepare and submit to the Governing Board for approval within thirty days of the effective date of its contract with the Agency the Interim Workplan, which shall include recommendations for start-up funding needs and sources of funding therefor.

10.2 The Managing Agency shall prepare and submit to the Governing Board for approval a preliminary operating and capital budget for the succeeding fiscal year by April l of each year which is consistent with the prior Business Plan submitted. Upon receipt of an annual allocation from the State, the Agency shall by resolution adopt a final budget at the next regularly scheduled meeting of the Governing Board. The fiscal year shall be July 1 of each year to and including the following June 30. The budget shall include separate components for Managing Agency administration costs, operations, and capital costs anticipated to be incurred by the Agency during the fiscal year. The annual budget resolution shall set forth the authority of the Managing Agency to make capital and operating expenditures during the fiscal year, subject to such policy guidelines as the Governing Board may establish.

10.3 It is the intent of the Agency to fully fund the annual budget from State and other non-Agency funding sources, such as fares and other operating revenues. The Agency shall not operate at a deficit.

10.4 No funding, debt, or financial obligation is created against any agency solely as a consequence of executing this Agreement and no funding, debt, or financial obligation approved by the Governing Board and/or incurred by the Agency shall be binding against a Member Agency unless and until ratified by that Member Agency's governing body.

11.0 LIABILITY OF AGENCY, OFFICERS AND EMPLOYEES

The debts, liabilities, and obligations of the Agency shall not be the debts, liabilities and obligations of any of the Member Agencies, the Managing Agency or any of their respective members, officers, directors, employees or agents. Any obligations incurred by any bonds issued by the Agency as set forth in Section 4.9 above shall not constitute general obligations of the Agency but shall be payable solely from the moneys pledged to the repayment of such obligations or the repayment of principal or interest on such bonds under the terms of the resolution, indenture, trust agreement, contract or other instrument pursuant to which the obligation is incurred or the bonds are issued. The Agency and the Managing Agency, their directors, officers, employees, staff and agents shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No agency or Agency member, officer, director or employee shall be responsible for any action taken or omitted by any other agency or Governing Board member, officer, director or employee. The Agency shall indemnify, defend and hold harmless the Governing Board, the individual Member Agencies, their members, officers, directors, employees and agents from and against any and all liability, loss, damage, expenses, costs (including, without limitation, costs and fees of litigation or arbitration) of every nature, arising out of any act or omission related to this Agreement, except such loss or damage which was caused by the willful misconduct of the Governing Board or any individual member agency. The Agency’s duty to indemnify each Member Agency shall survive that member agency's withdrawal from the Agency.

12.0 SERVICES BY MANAGING AGENCY

Subject to the provisions of Section 8 above, the Agency shall enter into a formal contract with the Managing Agency for the services it will perform pursuant to this Agreement, and the compensation for such services.

13.0 EFFECTIVE DATE OF AGREEMENT

This Agreement shall take effect upon its execution by the Chairs of the Los Angeles County Metropolitan Transportation Authority, the Orange County Transportation Authority, the Riverside County Transportation Commission, the San Diego Metropolitan Transit System, the North County Transit District, the San Diego Association of Governments, the Ventura County Transportation Commission, the Santa Barbara County Association of Governments and the President of the San Luis Obispo Council of Governments, pursuant to resolutions of each body authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein, however, in no event shall the Agreement become effective prior to January 2, 2013.

14.0 OFFICERS AND APPOINTEES OF THE GOVERNING BOARD AND THE AGENCY

14.1 The officers of the Governing Board, selected from among its voting membership, shall be a Chair and Vice-Chair. The term of office shall be one year.

14.2 The officers of the Agency shall be:

14.2.1. The Treasurer of the Managing Agency, designated by a majority of a quorum of the Governing Board, may serve as the Treasurer of the Agency. The Treasurer shall be the depository of funds and have custody of all funds of the Agency from whatever source.

14.2.2. The Auditor of the Managing Agency, designated by a majority of a quorum of the Governing Board, may serve as the Auditor-Controller of the Agency. The Auditor-Controller shall draw warrants or check-warrants against the funds of the Agency in the Treasury when the demands are approved by the Governing Board of Directors or such other persons as may be specifically designated for the purpose in the Bylaws.

14.2.3. The Managing Director shall be an employee of the Managing Agency and serve at the pleasure of the Governing Board. The Governing Board shall appoint such a Managing Director by a majority vote of a quorum of the Governing Board. The Agency shall obtain an official bond in an amount determined by the Governing Board guaranteeing faithful performance of the Managing Director's duties. Pursuant to the LOSSAN Agency Bylaws, and pursuant to the terms, conditions and requirements of the contract with the Managing Agency, the Managing Director will have the authority to hire and fire employees consistent with the Managing Agency personnel policies, recommend personnel classifications, oversee the assignments and other personal actions for the Managing Agency employees designated to support the LOSSAN Corridor Rail Service. The Managing Director will also recommend to the Governing Board the Managing Agency contractors to the LOSSAN Corridor Rail Service and will direct their activities.

14.2.4. The Auditor-Controller and the Treasurer shall comply with all duties imposed under Article 1, Chapter 5, Division 7, Title I, of the California Government Code commencing with Section 6500.

14.2.5. Upon providing reasonable notice, any agency shall have the right to review any records maintained by the Managing Agency or the Managing Agency's Auditor-Controller and/or Treasurer relating to the performance of their duties pursuant to this Agreement.

15.0 FUNDING FOR THE AGENCY

In addition to any funds derived from grants provided for in Section 4.10 of this Agreement, the voting member agencies shall consider, through their agency's budgetary process, contribution of funds necessary to carry out the purposes and powers of the Agency, consistent with the Agency's adopted budget and any cost sharing formula adopted by the voting member agencies.

16.0 QUORUM

At least five of the voting member agencies of the Governing Board, including at least one voting member from each of the LOSSAN Regions shall constitute a quorum for the transaction of business and all official acts of the Agency.

17.0 VOTING

17.1 A supermajority vote requires eight (8) affirmative votes of the voting membership of the Governing Board, which includes at least one vote of the voting membership from each of the LOSSAN Regions.

17.2 Topics that require a supermajority vote (eight (8) affirmative votes of the voting membership of the Governing Board which includes at least one vote from each of the LOSSAN Regions), include:

17.2.1. Recommending changes to the LOSSAN Agency legislation;

17.2.2. Recommending amendments to the Joint Powers Agreement regarding membership of the LOSSAN Agency Governing Board;

17.2.3. Recommending amendments to the Joint Powers Agreement regarding voting structure of the LOSSAN Agency Governing Board;

17.2.4. Approval and changes to the LOSSAN Agency Bylaws;

17.2.5. Reduction of LOSSAN Corridor Rail service; and

17.2.6. Establishment of or changes to cost sharing formulas.

17.3 All other topics require a majority vote of a quorum of the Governing Board at any regular, adjourned or special meeting where a quorum has been constituted for the transaction of business.

18.0 RALPH M. BROWN ACT

All meetings of the Agency shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

19.0 FILING WITH SECRETARY OF STATE

As required by Section 6503.5 of the California Government Code, an appropriate notice of this Agreement shall be filed with the Secretary of State within thirty days of its effective date.

20.0 BYLAWS

The Governing Board may adopt and amend from time to time Bylaws as may be required for the conduct of its meetings and the orderly operation of the Agency.

21.0 COMMITTEES

The Governing Board shall create the following committees:

21.1 The Governing Board shall form a Technical Advisory Committee (TAC) to review on behalf of the Governing Board technical issues associated with the improvements in passenger rail service and related facilities in the LOSSAN Corridor, including stations and rights-of-way, the coordination of public mass transit services and facilities, the coordination of passenger and freight services in the Corridor and other technical matters. The membership of the Committee is authorized in the Bylaws.

21.2 The Governing Board shall form an Executive Committee. There shall be a maximum of four (4) voting members including the Chair, Vice-Chair and Past Chair if available or one person appointed by the Governing Board with the Managing Director serving as a non-voting member. Among these members, there shall be at least one member from the LOSSAN North Region. The Executive Committee will meet as needed.

21.3 The Governing Board shall form other committees as are necessary.

22.0 COOPERATION WITH OTHER AGENCIES

22.1 In order to conserve fiscal resources, the Governing Board shall take actions to ensure that the technical expertise, results of previous analysis related to passenger rail service in the LOSSAN Corridor, information bases, and other data available from member and other relevant agencies shall, to the extent feasible, be fully utilized.

22.2 In order to ensure that improvements to intercity rail passenger services and facilities are consistent with the California State Rail Plan, the Agency shall submit an annual plan or program for expenditures in the Corridor prior to the beginning of each fiscal year to the California Department of Transportation. In order to coordinate improvements with the LOSSAN Corridor's Regional Transportation Planning Agencies (RTPAs), this annual plan or program for expenditures shall be submitted to the Southern California Association of Governments, San Diego Association of Governments, Santa Barbara County Association of Governments and San Luis Obispo Council of Governments. Each RTPA shall determine whether or not the annual plan or program is consistent with the Regional Transportation Plan for its area of jurisdiction. The Agency shall submit an annual plan or program for expenditures in the Corridor to Amtrak, for its review when developing its Strategic Guidance and Three-Year Financial Plan.

23.0 WITHDRAWAL BY MEMBER OR ASSOCIATE AGENCY

23.1 Notwithstanding any other provision of this Agreement, any Member Agency or Associate Agency may withdraw from the Agency by giving ninety (90) days advance written notice to the Governing Board. Any withdrawal from the Authority will also constitute withdrawal from the Governing Board.

23.2 The rights and obligations of any agency so withdrawing from the Agency and the Governing Board shall be determined by negotiation between the Governing Board and the withdrawing member agency. In the event that the Governing Board and the withdrawing Member Agency or Associate Agency cannot agree upon the rights and obligations of the withdrawing Member Agency, such rights and obligations shall be determined by arbitration pursuant to Section 28.0, below.

24.0 DURATION OF AGREEMENT AND TERMINATION

This Agreement shall continue in full force and effect until such time as the Member or Associate Agencies and the Governing Board determine that it is in the public interest to dissolve the Agency. Notwithstanding the foregoing, any of the Member or Associate Agencies may exercise its prerogative to terminate its membership in the Agency as set forth in Section 23.0, above. Upon termination of this Agreement by mutual consent of all the Member and Associate Agencies, all assets, liabilities and equity of the Governing Board shall be distributed in accordance with the provisions of the Interagency Transfer Agreement and any other agreements authorized by the Governing Board governing such distribution, and any remaining money or assets in possession of the Agency after the payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement shall be returned to the Member or Associate Agencies in proportion to their contributions, if any, determined as of the time of termination.

25.0 NOTICE

Addresses of the parties to the Agreement for the purpose of formal communications among the signatories:

Los Angeles County Metropolitan Transportation Authority
1 Gateway Plaza
Los Angeles, CA 90012-2952
(213) 922-3041

Orange County Transportation Authority
550 S. Main St.
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
P.O. Box 12008
Riverside CA 92502-2208
(951) 787-7141

North County Transit District
810 Mission Avenue
Oceanside, CA 92054
(760) 967-2828

San Diego Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
(619) 231-1466

California Department of Transportation
P.O. Box 942874
Sacramento, CA 94274-0001
(916) 323-0742

Southern California Association of Governments
818 W 7th Street, 12 Floor
Los Angeles, CA 90017-3435
(213) 236-1800

San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101
(619) 595-5300

Ventura County Transportation Commission
950 County Square Avenue, Suite 207
Ventura CA 93003
(805) 642-1591

Santa Barbara County Association of Governments
260 North San Antonio Road, Suite B
Santa Barbara CA 93110
(805) 961-8900

San Luis Obispo Council of Governments
1114 Marsh Street
San Luis Obispo, CA 93401
(805) 781-4219

National Railroad Passenger Corporation (Amtrak)
510 Water Street, 5^{th} Floor
Oakland CA 94607
(510) 238-4300

California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento CA 95814
(916) 324-1541

26.0 AUDIT

The Agency shall provide for the accountability of all funds and shall provide for an annual audit pursuant to Section 6506 of the Government Code.

27.0 AMENDMENTS TO THE AGREEMENT

This Agreement may be amended at any time by approval of the boards of all voting Member Agencies.

28.0 ARBITRATION

28.1 In the event of a dispute between the Agency, the Managing Agency, Member Agency or any other agency, which cannot be satisfactorily resolved by those parties, said dispute shall be submitted to arbitration by a panel of three arbitrators who shall conduct the arbitration pursuant to the rules of the American Arbitration Association. The panel of arbitrators shall consist of one arbitrator appointed by each of the disputants, the third arbitrator to be appointed by mutual consent of the other two arbitrators. The arbitration panel shall resolve the dispute in accordance with the terms of this Agreement, and such resolution shall be final and binding upon the parties. Each party shall bear its own costs of arbitration, including reasonable attorney's fees. The cost of the third arbitrator shall be divided equally between the disputants.

28.2 Unless otherwise agreed by the disputants, only disputes regarding a disputant's rights and obligations arising under the terms of: (i) this Agreement, or (ii) any other agreement between the disputants in which this arbitration provision is incorporated by reference shall be subject to arbitration pursuant to Section 30.1, above.

29.0 CONFLICT OF INTEREST CODE

The Agency by resolution shall adopt a conflict of interest code as required by law.

30.0 SUCCESSOR STATUTES

All statutes cited herein shall be deemed to include amendments and/or successor statutes to the cited statutes as they presently exist.

AGREEMENT, COMPLETE

This Agreement constitutes the full and complete Agreement of the parties. This Agreement shall supersede the Joint Powers Agreement to establish the Los Angeles – San Diego Rail Corridor Agency dated February 6, 1989 and subsequent amendments adopted prior to the dates indicated below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials on the dates indicated below.

31.0 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

[AGENCY NAME HERE]

____

Chair

____

Date

I HEREBY CERTIFY that the attached is a true and correct copy of the original document approved by the Board of Directors:

____

Clerk of the Board

____

Date

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Item # 15

January 11, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

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

SUBJECT: SANTA PAULA BRANCH LINE (SPBL) RAIL BRIDGE REPAIRS

RECOMMENDATION:

- Receive and file.

BACKGROUND:

Last September, consultants JL Patterson under contract to the VCTC completed a railroad bridge inventory and assessment of structural conditions as required by the Federal Railroad Administration (FRA). As owner of the Santa Paula Branch Line (SPBL), VCTC was subject to this mandate. Phase One of the requirement was completion of the inventory and initial assessment of the condition of the 37 bridges on the SPBL. The report is now available for review at the VCTC office; please see the attached summary of inventory results. Phase Two of the FRA mandate is to calculate the actual load capacity of each rail bridge; this must be completed no later than September, 2018.

The report evaluated the condition of the rail bridges along both operating segments of the SPBL, that is, the Santa Paula segment (Montalvo to the Santa Paula Depot) operated under agreement with Union Pacific (UP) Railroad, and, the Fillmore segment (Santa Paula Depot to Piru) operated under agreement with Fillmore & Western (F&W) Railway. During the inspection, JL Patterson found there were four bridges on the SPBL in need of repair this year. Two of the bridges were red- tagged “Out of Service” per FRA regulations and two bridges were “Restricted” to operating with bi-monthly inspections. Note that in addition to the four bridges just discussed needing immediate repair, the JL Patterson report also identified other SPBL bridge repairs that should be made in the next three years.

At the November Commission meeting, the issues were discussed extensively including the public liability, the lack of definition in the exisiting agreements of “maintenance repairs” contrasted with “extensive capital improvements”, and the future of freight and other operations on the SPBL. After review of the existing agreements, staff and General Counsel concluded that VCTC was not responsible for making any bridge repairs necessary for F&W’s operations (between Santa Paula and Piru). However, F&W provided their perspective that the Commission was responsible for repairing all of SPBL rail bridges because the repairs are capital improvements that will extend the life of these SPBL assets.

The Commission considered that the SPBL operating agreements are under review and will be revised to clarify terms and to make the agreements consistent with the Commission’s current goals for the SPBL. After consideration of all the factors, the Commission approved using up to $75,000 in STA funds to repair the Ellsworth Barranca rail bridge, a bridge located in the Santa Paula segment subject to VCTC’s agreement with UP for operating freight service. The latest JL Patterson estimate for the work is $41,900 so this should be more than sufficient money for the repairs. The Commission stipulated this was a non-precedent setting action. The Commission also requested information about the other bridges needing immediate repair be brought back for discussion.

DISCUSSION:

Staff and General Counsel continue to share the opinion that repair of these bridges for the sole purpose of the private operator is not the responsibility of VCTC. Based on the JL Patterson engineering estimates, an additional $232,125 will be needed in FY 2012/13 to pay for the remaining three bridges needing immediate repair. In future years as detailed below, an additional estimated $435,980 will be needed to repair all the remaining bridges. The grand total for all the bridge repairs is $668,105.

FY 2012/13 Bridge Repairs on the Fillmore Operating Segment:

The three bridges with significant problems needing repair this fiscal year, as identified by JL Patterson, are on the Fillmore segment. Note the repair estimates are based on paying prevailing wages; this issue is still being reviewed by General Counsel. If prevailing wages are not required of F&W, then the estimated costs will be reduced.

1. Mile Post # 416.63 (near the Christmas tree farm at Hallock Drive just east of Santa Paula)
   A small (15 foot) bridge over culvert needed repair to both abutment supports and was red-tagged. The repairs have already been completed by F&W as the bridge was necessary for F&W to run its tourist operations. F&W submitted an invoice for $20,192 to the Commission requesting payment for the repair. Staff previously rejected the bill as it was deemed by staff and General Counsel that this repair was not the Commission's responsibility. However, given the Commission's recommendation to repair the Ellsworth Barranca bridge using STA funds, it seems appropriate for the Commission to consider the totality of the bridge repairs needed on the SPBL in FY 2012/13.

2. Mile Post # 416.43 (over Haun Creek east of Santa Paula)
   45-foot ballast deck trestle bridge has been problematic during storms for several years and needs reinforcement. In addition, stringers on spans one and two on the left side and span three on the right side need to be replaced, and bent two needs replacement with a posted pile bent on a concrete sill. Bridge is open with monthly inspections and reduced train speeds.
   Estimated FY 2012/13 repair cost: $173,406

3. Mile Post # 420.46 (over unnamed barranca just west of Hall Road west of Fillmore)
   Ballast deck trestle bridge needs abutment one cap replaced, span one on the right side stringers replaced and the cross beams reinforced. Bridge is open with monthly inspections and reduced train speeds.
   Estimated FY 2012/13 repair cost: $38,527

Future SPBL Bridge Repair Estimates:

The Commisson should also consider the remaining rail bridges needing repair in the next three fiscal years. There are another nineteen bridges needing a variety of repairs, the majority of which are on the Fillmore operating segment. In summary, the future SPBL bridge repair estimates by JL Patterson for FY 2013/14 to FY 2015/16 are as follows:

FY 2013/14	$145,362
FY 2014/15	$229,786 ($27,196 of this amount is for Santa Paula segment)
FY 2015/16	$ 60,832

The total estimated cost for all the repairs between FY 2013/14 and FY 2015/16 is $435,980.

Availability of Repair Funds:

Historically, STA funds have been used to support the SPBL as there is no other readily available local fund for this purpose. Staff confirms there is currently enough STA funding available for all the bridge repairs, and it can be allocated and/or loaned for this purpose. However, staff also notes that STA funds are the only source of local money for discretionary transit projects, and money spent on rail bridge repairs lessens the money available for other transit and rail passenger services. Accordingly, staff and General Counsel are recommending that STA be used as a short-term loan to F&W should the Commission decide to participate in the rail bridge repairs.

Also, if the Commission decides to use STA money for the bridge repairs, there is still a question about whether or not F&W would have to pay the prevailing wage rate. General Counsel is investigating this issue as F&W has an opinion that as a railroad they are not required to pay this higher wage rate. If General Counsel determines prevailing wages must be paid for the bridge repair work, then the repair projects would have to be put out for competitive bid. If prevailing wages are not required, then the estimated cost for the repairs would drop by about 10% according to JL Patterson.

An issue was also raised about past STA expenditures for capital and maintenance repairs on the SPBL east of Santa Paula on the Fillmore segment. Staff reviewed the past 2 ½ years of major expenditures on the Fillmore segment or since July, 2010 when the F&W lease began to be managed consistent with the lease contract . Staff reviewed all projects beyond the routine callouts and repairs as these are typically around $1,500 or less per incident. During the past 2 ½ years, VCTC has contributed $15,690.19 for “good neighbor” security and illegal dumping cleanups; $56,913.81 for preventive maintenance; and, $45,123.62 for storm damage prevention on the Fillmore segment. These contributions were made in addition to annual funding (in FY 2012/13 at $276,000) paid to F&W for routine maintenance and emergency call out work. It is likely given the condition of the SPBL that this approximate level of maintenance expenditure will occur in the future and would be a continuing expense in addition to the rail bridge repairs discussed in this agenda item.

A question about liability was also raised if the bridges are not fixed. General Counsel has concluded that VCTC has no additional liability should the SPBL be taken out of service and rail operations cease. VCTC is insured through General Liability coverage in the event a non-rail operation accident occurs on the VCTC owned right-of-way.

PATTERSON & ASSOCIATES, INC.
CIVIL-TRACKWORK ENGINEERING

VCTC Bridge Priority Repair Estimate

Exhibit A

Bridge No./MP	Stringers @ 15'+/-	Caps	Sway & Sash Braces	Longitudinals	Ballast Guards	Bridge Ties	Ballast Planks	Guard Timbers	Post/Pile	Wingwalls/ Backwalls	Inspection Planks	Priority	ROM Estimated Cost	Priority 1 Cost	Priority 2 Cost	Priority 3 Cost	Priority 4 Cost	Bridge Supervisor
407.48 (407.25)										40' - 3"x12"		3	$1,674			$1,674		
408.02 (407.79)												5						
408.84a (408.6a)										120' - 3"x12"		3	$5,022			$5,022		
408.84b (408.6b)												5						
408.84c (408.6c)	8						22 - 4"x12"					1 oos	$37,059	$37,059				$4,797
409.74 (409.56)												5						
410.40 (410.17)						30		80' - 4"x8"				3	$20,500			$20,500		
411.97 (411.74)												5						
412.25 (412.02)												5						
415.20 (414.97)	Clean channel or remove bridge and replace with culverts as necessary.											5						
415.32 (415.09)										20' - 3"x12"		4	$837				$837	
415.59 (415.36)												5						
415.61 (415.38)												5						
415.69 (415.44)	1									12' - 3"x12"		4	$4,558				$4,558	
415.79 (415.54)			2									4	$1,690				$1,690	
415.82 (415.60)												5						
415.92 (415.70)	10						15 - 4"x12"			40' - 3"x12"		2	$45,308		$45,308			$4,797
416.02 (415.79)	3									20' - 3"x12"		2	$13,005		$12,168	$1,674		$3,198
416.21 (415.98)					60' - 4"x8"				1	48' - 3"x12"		3	$7,190			$7,190		
416.32 (416.09)	30		8 - 4"x8"				45 - 4"x12"		8			1 RS	$173,406	$173,406				$7,995
416.63 (416.40)	Bridge Repaired 5/2/2012 - Replaced mud sills and posts both abutments											5						
417.24 (471.01)	14				150' - 4"x6"		30 - 4"x12"		6			3	$75,675			$75,675		
417.96 (417.73)	10				30' - 4"x6"							2	$43,109		$40,560	$2,549		$4,797
418.02 (417.79)										40' - 3"x12"		4	$1,674				$1,674	
419.42 (419.20)												5						
419.92 (419.69)			4 - 4"x8"	6 - 30' - 6"x8"	22' - 4"x12"				2 @ 16'		3	3	$20,517			$20,517		
420.20 (419.97)	8		3 - 4"x8"						2 @ 16'			3	$43,919			$43,919		
420.46 (420.22)	8	5	8 - 4"x8"		180' - 4"x6"		90 - 4"x12"		5	180' @ 3"x12"		1 RS	$123,276	$38,527	$9,781	$37,663	$37,305	$4,797
421.05 (420.82)										80' - 3"x12"		4	$3,348				$3,348	
421.23 (421.00)	8				60' - 4"x6"							2	$37,545		$37,545			$4,797
422.53 (422.31)												5						
423.28 (423.03)												5						
423.44 (423.18)												5						
425.15 (424.92)												5						
427.13 (426.90)	Clean channel or remove bridge and replace with culverts as necessary.					15						4	$6,852				$6,852	
427.64 (427.41)									3 @ 12'			3	$13,404			$13,404		
429.27 (429.04)	Clean channel or remove bridge and replace with culverts as necessary.					10						4	$4,568				$4,568	
429.33 (429.15)	Clean channel or remove bridge and replace with culverts as necessary.											5						
429.79a (429.56a)	Clean channel or remove bridge and replace with culverts as necessary.											5						
429.79b (429.56b)												5						
429.79c (429.56c)	Clean channel or remove bridge and replace with culverts as necessary.											5						
												Total	$684,135	$248,992	$145,362	$229,786	$60,832	$35,178
										Priority 1 and 2 with Bridge Supervisor TOTAL			$429,532					

All material shall be field verified for size and length and necessary replacement hardware.
Prior to any work being performed, a detailed list of material, tools and equipment shall be developed and reviewed by the Bridge Supervisor.
Bridge Supervisor costs are for Priority one and two repairs only at this time, and are based on knowledgeable workers performing the repairs

Bridge Repair Priority Legend
1 = Immediately
2 = Within 1 year
3 = Within 1 to 3 years
4 = Within 3 to 5 years
5 = No repairs needed
oos = Out-of-Service until repaired
RS = Restricted Service
ROM = Rough Order of Magnitude
All bridges with walkway and/or handrail repairs identified in the individual inspection reports require immediate repair and are not included as part of the rating or estimate.