VENTURA COUNTY TRANSPORTATION COMMISSION

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

www.goventura.org

AGENDA**(Revised 7/5/11)*

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

CAMARILLO CITY HALL
601 CARMEN DRIVE
CAMARILLO, CA
FRIDAY, JULY 8, 2011
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**

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 JUNE 3, 2011 REGULAR 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:
This item is for the Commission to receive and file the monthly budget report for .
Responsible Staff: Sally DeGeorge

9B. RAIL OPERATIONS UPDATE- PG.17
Recommended Action:
This item is for the Commission to receive and file the Commuter Rail Program Update.
Responsible Staff: Mary Travis

9C. REALLOCATION OF REFUNDED CONGESTION MITIGATION AND AIR QUALITY FUNDS- PG.21
Recommended Action:
Allocate $32,339 in refunded Congestion Mitigation and Air Quality (CMAQ) funds to the Thousand Oaks Vehicle Purchase project.
Responsible Staff: Peter De Haan

9D. TDA FINANCIAL AUDIT CONTRACT- PG.23
Recommended Action:
Approve contract with Thompson, Cobb, Bazilio & Associates for $42,300 to complete the State required Transportation Development Act (TDA) FY 10/11 and FY 11/12 financial/compliance audits, State Controller reports (where needed), and, State Proposition 1 B Reports.
Responsible Staff: Mary Travis

9E. MOBILITY MANAGEMENT PARTNERS SUBRECIPIENT AGREEMENT- PG.25
Recommended Action:
Approve the attached subrecipient agreement with Mobility Management Partners, Inc. to receive Federal Transit Administration (FTA) funds administered by VCTC.
Responsible Staff: Peter De Haan

9F. APPLICTION FOR FILING LATE CLAIM – PG.33
Recommended Action:
Deny the application to file a late claim submitted by Katrina Causey and Solomon Causey by and through his guardian ad litem, Katrina Causey.
Responsible Staff: Mitchel Kahn, General Counsel

9G. NAVAL BASE VENTURA COUNTY - PG.35
Recommended Action:
The Ventura County Airport Land Use Commission approve the attached resolution in support of Naval Base Ventura County.
Responsible Staff: Steve DeGeorge

10. SELECTION OF CONSULTING FOR CALL BOX MONITORING- PG.39
Recommended Action:
Ventura County Service Authority for Freeway Emergencies approve a contract not to exceed $147,399 for the next three fiscal years with Tele Tran Tek Services for call box reporting and monitoring.
Responsible Staff: Samia Maximous

11. CALLEGAUS MUNICIPAL WATER DISTRICT EASEMENT – PG.53
Recommended Action:
Approve water line easement to Calleguas Municipal Water District (CMWD) at the Camarillo Rail Station
Responsible Staff: Darren Kettle

12. Cal PERS CONTRACT AMENDMENT – PG.83
Recommended Action:
Adopt Resolution of Intent to Approve an Amendment to the Contract Between the Board of Administration of the California Public Employees' Retirement System and the Ventura County Transportation Commission, Adding Two Years of Additional Service Credit, under Government Code Section 20903, in which this retirement contract amendment authorizes two additional years of service credit to certain eligible employee classifications that may elect to take the retirement incentive. At the June Commission meeting, the Commission approved setting aside funds from the fiscal year 2010/11 budget for this amendment.
Responsible Staff: Darren Kettle

13. HERITAGE VALLEY TRANSIT STUDY CONSULTANT SELECTION – PG.93
Recommended Action:
Approve a contract with Moore and Associates not to exceed $67,800 for preparation of a sustainable Heritage Valley Transit Plan.
Responsible Staff: Vic Kamhi

14. SMART CARD SUPPLIES BUDGET AMENDMENT – PG.111
Recommended Action:
- Approve sole source funding for the procurement of Smartcard bus pass card stock from Cubic Transportation Systems, Inc. in an amount not to exceed $93,750. In accordance with the Public Utilities Code (PUC) section 130237, a finding for sole sourcing requires a two-thirds vote of the Commission, with twelve affirmative votes.

- Amend the VCTC Fiscal Year 2011/2012 Smartcard Supply budget account increasing revenues and expenditures in the amount of $93,750. The funding source is $75,000 of Federal Transit Administration (FTA) grant and $18,750 of State Transit Assistance (STA) funds for the required match.
Responsible Staff: Gloria Sotelo

15. LEGISLATIVE UPDATE AND POSITION ON BILLS – PG.113
Recommended Action:
- Adopt a Support position on AB 147 (Dickerson).
- Receive and file the state legislative report (Attachment A) and matrix (Attachment B).
Responsible Staff: Peter De Haan

16. MEMORANDUM OF UNDERSTANDING WITH COUNTY FAIR BOARD FOR SPECIAL 2011 METROLINK TRAIN SERVICE- *(Item added after agenda was printed-PG.119)*

Recommended Action:

- Approve and authorize the Executive Director to sign a Memorandum of Understanding with the County Fair Board to operate special, Saturday-only Metrolink train service to the County Fair August 6 and 13, 2011.
- Approve amendment reducing revenues and expenditures in the amount of $20,000 to reflect the reduction of service.

Responsible Staff: Mary Travis

17. 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.

18. AGENCY REPORTS

19. CLOSED SESSION

20. ADJOURN

The next Commission meeting is scheduled to be held at 9:00 a.m. Friday**, September 9, 2011**, 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, JUNE 3, 2011
9:00 AM

Members Present: Bill Fulton
John Zaragoza
Steve Bennett
Ralph Fernandez
Peter Foy
Brian Humphrey
Michael Morgan
Irene Pinkard
Jon Sharkey
Linda Parks
Carlon Strobel
Steve Sojka
Patti Walker
Mike Miles

Call To Order

Pledge of Allegiance

Roll Call

Public Comments for those items not listed in this agenda - ***NONE***

APPROVE SUMMARY FROM MAY 13, 2011 REGULAR VCTC MEETING
APPROVED (Commissioner Foy abstained)

CALTRANS REPORT
Mike Miles reported that work has begun to install Median barriers from Santa Paula to Fillmore on the 126 in an effort to prevent cross over accidents.

EXECUTIVE DIRECTOR'S REPORT

Washington DC Transportation Trip – Chairman Fulton and I were in Washington DC last week advocating for funding for the Commission's top priority highway project, the 101/23 freeway interchange, and top transit priority, Gold Coast Transit's new bus facility. Additionally, we strongly urged our delegation to support a six-year surface transportation authorizing bill rather than short-term extensions or a short-term bill, the results of which create havoc for planning and programming federal transportation funds. While we generally received a favorable response from most of the member offices we visited, at the end of our visit, a bipartisan group of Senators announced a tentative transportation authorization deal and a willingness to consider a two year bill.

As part of the trip I also participated in the American Road and Transportation Builders Association (ARTBA) Transportation Coalition Fly-In, a transportation industry advocacy effort encouraging greater federal investment in transportation programs. As part of the ARTBA program, we heard from key members of Congress and transportation industry policy leaders. House Transportation and Infrastructure Chairman John Mica commented that he had been "Dealt a tough hand." The House T&I Committee consists of 56 House members, 33 of which are Republicans and 19 of those are freshmen members that are having to be educated on how federal transportation programs are funded. He further mentioned that the Federal Aviation bill has had to ensure 19 short-term extensions and he is committed to not allowing that to happen to the Surface Transportation program. Mr. Mica's counterpart, ranking Minority member Nick Rahall, remarked that he supported getting a six year bill done and further supported the Obama Administration's $551 billion six-year proposal although he was not pleased that the administration "punted" on the issue of how to fund such a robust package.

Several transportation industry lobbyists spoke and shared what they have been hearing as Capitol Hill insiders. Dave Bauer, ARTBA's chief lobbyist, reminded us that the current surface transportation bill (SAFETEA-LU) extends through September 2011. He mentioned that the Administration's proposal is $551 billion and robust in all programs but also that it is $281 billion more than what the current revenue streams to the federal highway trust fund can support. What is looking more realistic given the mood toward revenue enhancers and the current House 2011/12 budget proposal is to expect a House T&I Committee Surface transportation bill with six year funding of about $218 billion, a 35% cut in funding from the $286.5 billion contained in SAFETEA-LU.

Finally, a common theme that was heard throughout the trip, from both sides of the aisle and in both the House and Senate, was to expect that the next act would reassess the "federal role" in transportation programs to focus on the national system. Given that we have been hearing for some time that we are going to have to adjust to live within the means available of federal funds and that that may be a 35% reduction from SAFETEA-LU funding, "reassessing" may mean shifting the burden of funding transportation programs to the State and local level.

Federal and State Legislative Staff Briefings – On June 29th VCTC is hosting the first of what will be twice a year luncheon briefings of Ventura County's federal and state legislative delegation district staff. We are inviting the principal district office staff from United State Senators Feinstein and Boxer, House members Gallegly and Capps, State Senators Pavley, Runner, and Strickland, and Assemblymembers Smyth, Brownley, Gorell, and Williams. The agenda for this first briefing will include a discussion of the County Comprehensive Transportation Plan, the Regional Transit Study, the impacts of the Federal and State fiscal situation on the Ventura County Transportation program, and VCTC/VCOG "reorganization."

Comprehensive Transportation Plan Community Outreach - Staff has completed the first round of Local Advisory Group meetings for the Commission's Comprehensive Transportation Plan effort. In a series of seven meetings throughout the County, staff met with key community leaders representing the geographic areas in which the meetings were held. Through facilitated discussions, staff received input on what local leaders saw as their transportation needs and priorities. The information collected will be coupled with input received from the Regional Advisory Group meeting scheduled for June 9th and then used to form the foundation of a long range vision for transportation investments in the County. Two more rounds of local and regional meetings will be held later this year to refine and prioritize the transportation investments that will form the final Comprehensive Transportation Plan.

<u>VCOG Annual Meeting</u> - This year's Annual Meeting will be held Thursday, June 9th at 6:00 pm at Café Firenze in Moorpark. Those of you familiar with the TV Show Top Chef All-Stars which recently aired on the Food Network will recognize Owner and Chef Fabio Viviani as one of the contestants. Chef Viviani will share his experience as a contestant and we will also get an update on California Politics, the latest on the State Budget, and redistricting from Ventura County Star State Bureau Chief Timm Herdt. There is no charge for Ventura County Board of Supervisors, Countywide Elected Officials, City Council Members, City Managers, and County Executive Officer. If you are interested in attending and have not yet replied please let Donna know as soon as possible as space is limited.

<u>CalCOG Appointment</u> – Commissioner Steve Sojka has been appointed as the VCTC representative to CalCOG.

ADDITIONS/REVISIONS - *NONE*

CONSENT CALENDAR

9A. <u>MONTHLY BUDGET REPORT</u>
RECEIVED AND FILED

9B. <u>RAIL OPERATIONS UPDATE</u>
RECEIVED AND FILED

9C. <u>PIRU/CAMULOS BIKE PATH TRANSPORTATION ENHANCEMENTS FUNDING</u>
Approve programming of $479,000 in Fiscal Year 2011/12 Transportation Enhancementfunds to the Piru/Camulos Bike Path project, based on the Commission's previous commitment.
APPROVED

9D. <u>PROPOSITION 1B RESOLUTION</u>
Approve Resolution #2011-06 to implement the reprogramming of the $300,000 in Proposition 1B Transit Capital funds from the Camarillo Bus Purchase to the Metrolink Rail Car Purchase, as approved at last month's meeting.
APPROVED

9E. <u>CALVANS JPA</u>
Approve technical revision to CalVans Joint Powers Authority
APPROVED

9F. <u>INVESTMENT POLICY</u>
Adopt the updated Ventura County Transportation Commission Investment Policy
APPROVED

9G. <u>FUND BALANCE POLICY</u>
Adopt the Ventura County Transportation Commission Fund Balance Policy
APPROVED

9H. <u>RESOLUTION TO CLAIM FY 11/12 TDA/STA FUNDS</u>
Approve Resolution #2011-07 authorizing VCTC's claim for FY 2011/12 Transportation Development Act Local Transportation Funds and State Transit Assistance funds for transit, planning and administrative expenditures
APPROVED

9I. <u>TDA FY 11/12 ARTICLE 3 BIKE/PEDESTRIAN PROJECTS</u>
Approve the list of allocations for FY 2011/12 Transportation Development Act Article Bicycle/Pedestrian Funds
APPROVED

9J. REQUEST FOR PROPOSALS FOR RAILROAD BRIDGE INVENTORY –
Authorize circulation of Request for Proposals seeking consultant assistance to complete requirements of the Federal Railroad Administration Final Rule on railroad bridge inventory and safety inspections
APPROVED

10. PROGRAM OF PROJECTS – PUBLIC HEARING
Approve Program of Projects for federal transit operating, planning and capital/assistance for FY 2011/12
APPROVED

11. LEGISLATIVE UPDATE
- Adopt an Oppose position on AB 441 (Monning)
- Receive and file the state legislative report and matrix

APPROVED

12. CONTRACT RENEWAL WITH NEXTBUS.COM
- Find sole source procurement for Nextbus service is justified
- Approve and enter into a contract with Nextbus Inc. for five years of service at a cost of $668,850 funded through the Federal Transit Administration

APPROVED

13. BIKEMAP REDESIGN CONTRACT WITH MAPS.COM
Approve and enter into a contract not to exceed $54,000 with Maps.com to update, redesign and print the\ Ventura County Bikeways map.
APPROVED

14. AEGIR AND CUBIC CONTRACTS
- Find that a sole source procurement for Cubic Transportation Systems Inc. and Aegir Systems, Inc., are justified. In accordance with the Public Utilities Code (PUC) section 130237, a finding for sole sourcing requires a two-thirds vote of the Commission, with twelve affirmative votes.
- Approve agreement with Cubic Transportation Systems, Inc., for one year of Maintenance and Operations of the Smartcard system at a cost of $118,463 funded through the Federal Transit Administration (FTA) and Local Transportation Fund (LTF).
- Approve agreement with Aeigir Systems, Inc., for one year of Bus Equipment Support of the Cubic Smartcard system at a cost Not To Exceed $100,000. Funding carried over from FY 10/11 FTA and LTF.
- Approve agreement with Aegir Systems, Inc., for one year of Preventive Maintenance Support of the Nextbus & Cubic Smartcard /Infodev,Inc., systems at a cost of $17,550 funded through the FTA and LTF.

APPROVED

15. TRIENNIAL PERFORMANCE AUDITS FOR VCTC AND GOLD COAST TRANSIT
Approve the State required Transportation Development Act triennial performance audits of VCTC and the Gold Coast Transit agency and authorize the Executive Director to submit the reports to the State Controller.
APPROVED

16. FINAL LTF APPORTIONMENT
Adopt the Local Transportation Fund Apportionment for Fiscal Year 2011/2012 apportioning $28,310,000.
APPROVED

17. FY 2011/12 BUDGET
- Adopt by resolution 2011-08, the Fiscal Year 2011/2012 Proposed Budget.
- Conduct Public Hearing to receive testimony on the Fiscal Year 2011/2012 Proposed Budget as presented.

APPROVED

18. VISTA EAST ROUTE COST DISTRIBUTION AND COOP AGREEMENT 2011-12
Acting as VISTA

- Adopt local cost formula for FY 2011/12 VISTA East County service.
- Approve the FY 2011/12 VISTA East County Cooperative Agreement.

APPROVED

19. VISTA 101 COST DISTRIBUTION AND COOP AGREEMENT 2011-12
Acting as VISTA

- Adopt local cost formula for FY 2011/2012 VISTA Hwy. 101 service.
- Approve the FY 2011/2012 VISTA Hwy. 101 Cooperative Agreement.

APPROVED

20. VISTA 126 COST DISTRIBUTION AND COOP AGREEMENT 2011-12
Acting as VISTA

- Adopt local cost formula for FY 2011/2012 VISTA Hwy. 126, Fillmore and Santa Paula DAR services.
- Approve the FY 2011/2012 VISTA Hwy. 126, Fillmore and Santa Paula Cooperative Agreement.

APPROVED

21. PERSONNEL ISSUES: RETIREMENT INCENTIVE

Approve a one-time retirement incentive to pay three-quarters' of the cost for the purchase of service credit or three-quarters of the costs of adding a golden handshake option. Total costs are not expected to exceed $45,000; finance this by assigning the funds from this fiscal year's 2010/2011 unexpected salary savings, and add this expenditure to the Management and Administration budget.

APPROVED (Commissioners Parks and Strobel voted "No")

22. REPORTS FROM OTHER AGENCIES – *NONE*

23. GENERAL COUNSEL'S REPORT - *NONE*

24. CLOSED SESSION – *NO NEED FOR A CLOSED SESSION*

25. ADJOURN – *The meeting was adjourned in Memory of Nick Haverland*

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Item # 9A

June 3, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: MONTHLY BUDGET REPORT

RECOMMENDATION:

- Receive and file the monthly budget report for May 2011

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 May 31, 2011 budget report indicates that revenues were approximately 86.4% of the adopted budget while expenditures were approximately 80.3% of the adopted budget. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on a percentage or monthly basis. For instance, some revenues are received at the beginning of the year while other revenues are received after grants are approved by federal agencies. In many instances, VCTC incurs expenses in advance of the revenues.

VENTURA COUNTY TRANSPORTATION COMMISSION
BALANCE SHEET
AS OF MAY 31, 2011

ASSETS

Assets:	
Cash and Investments - Wells Fargo Bank	$ 2,547,706
Cash and Investments - County Treasury	16,624,227
Petty Cash	50
Receivables/Due from other funds	812,723
Prepaid Expenditures	818,373
Deposits	11,444
Total Assets:	**$20,814,523**

LIABILITIES AND FUND BALANCE

Liabilities:	
Accrued Expenses/Due to other funds	$ 883,186
Deferred Revenue	480,875
Advance from DOT	158,987
Deposits	2,800
Total Liabilities:	**$ 1,525,848**
Net Assets:	
Fund Balance	**$19,291,075**
Total Liabilities and Fund Balance:	**$20,814,423**

VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE ELEVEN MONTHS ENDING MAY 31, 2011

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Debt Service Actual	Capital Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Revenues										
Federal Revenues	$ 9,164,731	$ 0	$ 0	$ 0	$ 0	$ 0	$ 9,164,731	$17,978,411	(8,813,680)	50.98
State Revenues	9,655,959	23,675,837	2,427,794	548,851	21,474,844	0	57,783,285	58,741,737	(958,452)	98.37
Local Revenues	4,447,723	0	0	10,000	0	0	4,457,723	4,453,799	3,924	100.09
Other Revenues	2,191	0	0	0	0	0	2,191	0	2,191	0.00
Interest	1,824	49,538	49,600	17,014	1,012	773	119,761	210,000	(90,239)	57.03
Total Revenues	**23,272,428**	**23,725,375**	**2,477,394**	**575,865**	**21,475,856**	**773**	**71,527,691**	**81,383,947**	**(9,856,256)**	**87.89**
Expenditures										
Administration										
Personnel Expenditures	2,097,851	0	0	0	0	0	2,097,851	2,482,624	(384,773)	84.50
Legal Services	18,748	0	0	0	0	0	18,748	35,000	(16,252)	53.57
Professional Services	55,243	0	0	0	0	0	55,243	110,000	(54,757)	50.22
Office Leases	120,618	0	0	0	0	0	120,618	131,300	(10,682)	91.86
Office Expenditures	177,931	0	0	0	0	0	177,931	238,500	(60,569)	74.60
Total Administration	**2,470,391**	**0**	**0**	**0**	**0**	**0**	**2,470,391**	**2,997,424**	**(527,033)**	**82.42**
Programs and Projects										
Transit & Transportation Program										
Senior-Disabled Transportation	90,856	0	0	0	0	0	90,856	252,800	(161,944)	35.94
Go Ventura Smartcard	200,902	0	0	0	0	0	200,902	819,178	(618,276)	24.52
VISTA Fixed Route	4,666,309	0	0	0	0	0	4,666,309	5,240,660	(574,351)	89.04
VISTA DAR	2,022,186	0	0	0	0	0	2,022,186	2,339,200	(317,014)	86.45
Nextbus	8,160	0	0	0	0	0	8,160	879,650	(871,490)	0.93
Trapeze Paratransit & Dispatch	21,087	0	0	0	0	0	21,087	30,200	(9,113)	69.82
Transit Grant Administration	7,829,992	0	0	0	0	0	7,829,992	12,430,825	(4,600,833)	62.99
Total Transit & Transportation	**14,839,492**	**0**	**0**	**0**	**0**	**0**	**14,839,492**	**21,992,513**	**(7,153,021)**	**67.48**
Highway Program										
Congestion Management Program	5,100	0	0	0	0	0	5,100	25,000	(19,900)	20.40
Motorist Aid Call Box System	0	0	0	290,747	0	0	290,747	462,900	(172,153)	62.81
SpeedInfo Highway Speed Sensor	0	0	0	101,400	0	0	101,400	144,200	(42,800)	70.32
Road & Highway Projects	2,660,320	0	0	0	0	574,992	3,235,312	6,101,100	(2,865,788)	53.03
Total Highway	**2,665,420**	**0**	**0**	**392,147**	**0**	**574,992**	**3,632,559**	**6,733,200**	**(3,100,641)**	**53.95**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Debt Service Actual	Capital Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Rail Program										
Metrolink Commuter Rail	5,060,607	0	0	0	0	0	5,060,607	5,134,627	(74,020)	98.56
LOSSAN & Coastal Rail	24,834	0	0	0	0	0	24,834	32,683	(7,849)	75.98
Santa Paula Branch Line	571,802	0	0	0	0	0	571,802	610,385	(38,583)	93.68
Total Rail	**5,657,243**	**0**	**0**	**0**	**0**	**0**	**5,657,243**	**5,777,695**	**(120,452)**	**97.92**
Commuter Assistance Program										
Dial A Route Transit Information	16,430	0	0	0	0	0	16,430	27,000	(10,570)	60.85
Rideshare & Employer Services	27,074	0	0	0	0	0	27,074	52,217	(25,143)	51.85
Total Commuter Assistance	**43,504**	**0**	**0**	**0**	**0**	**0**	**43,504**	**79,217**	**(35,713)**	**54.92**
Planning & Programming										
TDA LTF & STA Administration	212,401	18,764,120	0	0	0	0	18,976,521	21,579,623	(2,603,102)	87.94
Transportation Improvement Program	8,643	0	0	0	0	0	8,643	12,600	(3,957)	68.60
Regional Transportation Planning	18,773	0	0	0	0	0	18,773	149,500	(130,727)	12.56
Regional Transit Planning	109,198	0	0	0	0	0	109,198	276,200	(167,002)	39.54
Freight Movement	287,414	0	0	0	0	0	287,414	594,080	(306,666)	48.38
Total Planning & Programming	**636,429**	**18,764,120**	**0**	**0**	**0**	**0**	**19,400,549**	**22,612,003**	**(3,211,454)**	**85.80**
General Government										
Marketing & Community Outreach	283,330	0	0	0	0	0	283,330	549,332	(266,002)	51.58
State & Federal Relations	54,470	0	0	0	0	0	54,470	62,455	(7,985)	87.21
Debt Service	0	0	0	0	24,506,027	0	24,506,027	24,586,253	(80,226)	99.67
Management & Administration	26,553	0	0	0	0	0	26,553	431,061	(404,508)	6.16
Total General Government	**364,353**	**0**	**0**	**0**	**24,506,027**	**0**	**24,870,380**	**25,629,101**	**(758,721)**	**97.04**
Total Expenditures	**26,676,832**	**18,764,120**	**0**	**392,147**	**24,506,027**	**574,992**	**70,914,118**	**85,821,153**	**(14,907,035)**	**82.63**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Debt Service Actual	Capital Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Revenues over (under) expenditures	**(3,404,404)**	**4,961,255**	**2,477,394**	**183,718**	**(3,030,171)**	**(574,219)**	**613,573**	**(4,437,206)**	**5,050,779**	**(13.83)**
Other Financing Sources										
Transfers Into GF from LTF	1,566,277	0	0	0	0	0	1,566,277	1,607,360	(41,083)	97.44
Transfers Into GF from STA	2,054,579	0	0	0	0	0	2,054,579	2,823,246	(768,667)	72.77
Transfers Into GF from SAFE	56,257	0	0	0	0	0	56,257	695,800	(639,543)	8.09
Transfers Into Cap from DS	0	0	0	0	1,525,929	0	1,525,929	0	1,525,929	0.00
Transfers Into GF from DS	368,108	0	0	0	0	0	368,108	0	368,108	0.00
Transfers Out of LTF into GF	0	(1,566,277)	0	0	0	0	(1,566,277)	(1,607,360)	41,083	97.44
Transfers Out of STA into GF	0	0	(2,054,579)	0	0	0	(2,054,579)	(2,823,246)	768,667	72.77
Transfers Out of SAFE into GF	0	0	0	(56,257)	0	0	(56,257)	(695,800)	639,543	8.09
Transfers Out of Cap into DS	0	0	0	0	0	(1,525,929)	(1,525,929)	0	(1,525,929)	0.00
Transfers Out of DS into GF	0	0	0	0	(368,108)	0	(368,108)	0	(368,108)	0.00
Total Other Financing Sources	**4,045,221**	**(1,566,277)**	**(2,054,579)**	**(56,257)**	**1,157,821**	**(1,525,929)**	**0**	**0**	**0**	**0.00**
Net Change in Fund Balances	**640,817**	**3,394,978**	**422,815**	**127,461**	**(1,872,350)**	**(2,100,148)**	**613,573**	**(4,437,206)**	**5,050,779**	
Beginning Fund Balance	**1,570,432**	**2,570,057**	**7,700,785**	**2,863,729**	**1,872,350**	**2,100,149**	**18,677,502**	**11,643,000**	**7,034,502**	
Ending Fund Balance	**$2,211,249**	**$5,965,035**	**$8,123,600**	**$2,991,190**	**$0**	**$1**	**$19,291,075**	**$7,205,794**	**$12,085,281**	

VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF MAY 31, 2011

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	$2,614.94	0.50%	$2,547,706.08
Wells Fargo Fidelity MM	Fidelity Inst. Money Market Gov. Portfolio (FCGXX)	N/A	$6.08	CLOSED	0.00
County of Ventura	Treasury Pool	N/A	$115,550.30	0.87%	16,579,831.17
Bank of New York	JP Morgan US Government Money Market (MJGXX)	N/A	$277.77	CLOSED	0.00
Bank of New York	U.S. Treasury Bill	N/A	$590.27	CLOSED	0.00
Bank of New York	U.S. Treasury Bill	N/A	$916.65	CLOSED	0.00
Total			**$119,956.01**		**$19,127,537.25**

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

The Wells Fargo Fidelity money market account was closed due to low interest rates.

A portion of the interest earned by the General Fund is attributed to the Proposition 1B advance and is deducted from the interest revenue.

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.

The Bank of New York Debt Service and Capital accounts for the Lewis Road bond were closed. The bond was paid off on March 1, 2011.

Item # 9B

July 8, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

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

SUBJECT: RAIL OPERATIONS UPDATE

RECOMMENDATION:

- Receive and file.

DISCUSSION:

Metrolink Ridership:
Based on passenger counts made by conductors on the Ventura Line, there were about 1,770 people who boarded the morning peak-hour trains to Los Angeles each weekday in May; about 47% of those boardings took place at Ventura County stations. This compares to about 1,805 boardings on the same trains in May 2010.

Metrolink station counts are being collected on a quarterly basis. Therefore, the September update item to the Commission will have this information for April – June, 2011, along with a summary for the entire fiscal year. While boardings at the Ventura County stations have not changed dramatically over the past year, the lack of ridership growth in this County is a concern and will continue to be evaluated. The new Metrolink Marketing staff has several programs they will be implementing over the fiscal year to increase ridership; staff will be working closely with them on this effort.

Metrolink On-Time Performance:
The Ventura Line's on-time performance (trains arriving within five minutes of scheduled time) continued to be good. Overall, during the month of May, 94% of the inbound trips and 91% of the outbound trips ran on-time.

Special service to support the 405 Freeway Closure July 16th and 17th:
Metrolink will run special weekend train service on Saturday July 16th and Sunday July 17th to help alleviate anticipated traffic congestion from the closure of the 405 Freeway that weekend. Additional trains will be added to the existing Antelope Valley Line weekend service both days, and new, limited weekend service will be added to the Ventura Line. There will be one round trip operated from Moorpark (departs 7 AM and returns from LA at 2:10 PM), and also, six round trips between Chatsworth and LA. The special Ventura Line trains will be interspersed with the regular weekend Amtrak Pacific Surfliner trains.

Cancellation of County Fair Train:
Unfortunately, the County Fair Board has decided against contracting with Metrolink to run special County Fair Train service on the two weekends in August when the Fair occurs. The Fair Board simply could not justify the cost of the train operation (estimated at $75,000 for the four days of service). Regular Amtrak Pacific Surfliner trains will still stop at the Fairgrounds, however, the cost of the Amtrak ticket is about three times what the Fair Board charged, plus children five and under rode free on the special trains. VCTC, Metrolink and the Fair Board partnered for this service for the past seventeen years, and perhaps the train service can be restored sometime in the future.

Metrolink Fare Policy Changes:
Metrolink is not implementing an overall fare increase this upcoming fiscal year but effective July 1, 2011 will be implementing some fare restructuring. Information about the proposed changes was available on Metrolink's website and was also the subject of a public hearing at the May 13, 2011 Metrolink Board meeting in downtown Los Angeles. The proposed changes which were approved include: introduction of a discounted 7-Day pass to replace the current 10-Trip ticket; introduction of a promotional Weekend (Saturday-Sunday) Pass with transfer privileges that will replace the Friends & Family 4-Pack; Systemwide access for Monthly Pass holders on weekends; and introduction of Student Discounts on existing One-Way and Round-Trip tickets, and on the proposed new 7-Day pass.

Dodger Stadium Home Game Special Train:
Metrolink has launched a new partnership with the Dodgers and the Angels to encourage more attendance at home games. For Ventura, Antelope Valley and San Bernardino Line riders, there will be special shuttle buses taking train passengers to the main entrance of the Chavez Ravine stadium near downtown Los Angeles on weekdays. A similar program is in place for Orange County riders and the Angels organization. For the return trips from the Dodger games, special trains will wait at Union Station for the shuttles to return after the game, with the Ventura Line Dodger train departure at 11:05 PM. No special trains into Los Angeles will run as passengers are expected to use the regularly scheduled service. On the Ventura Line, the trains will only travel as far as Moorpark so riders will need to plan ahead if they park at a local station. Information about this Dodger promotion and other special trains can be found at: MetrolinkTrains.com; Facebook.com/Metrolink; MetrolinkTrains.blogspot.com; and, YouTube.com/Metrolink Matters.
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Metrolink FY 2011/2012 Budget:
The Metrolink Board approved its draft budget for next fiscal year at its June 10, 2011 meeting. As requested by the VCTC Board, Commissioner Humphrey presented a letter of concern about the budget increase for VCTC and also the merit pool being included in Metrolink's budget for its employees. After discussion, the Metrolink budget was approved as presented, however, voting in opposition were Commissioner Humphrey and both delegates from the Orange County Transportation Commission (OCTA) who agreed with VCTC's objections.

On a more positive note, despite recent difficulties, Metrolink is projecting a slight reduction in insurance costs; this is a direct recognition of the significant safety improvements Metrolink has made over the past two years. In the upcoming year, Metrolink does not plan on any fare increase and it also projects a modest increase in ridership as the economy continues to rebound.

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

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

Union Pacific (UP) Railroad
VCTC's agreement with UP requires the Commission maintain the tracks between Montalvo and Santa Paula without charge as long as UP runs freight on the Line. They currently have one customer, International Paper, with deliveries/pickups by rail three times a week. Staff is continuing discussions with UP and F&W to possibly establish a transloading arrangement, where the freight would be shifted from UP to F&W near Montalvo. In this type of arrangement, UP would pay F&W to transport freight to the existing UP customer i.e. International Paper, however, F&W could also provide other freight hauling opportunities to customers all along the SPBL corridor. It is

possible additional freight customers could be added. This hasn't been a priority in the past because UP got all the revenue while VCTC shouldered all the costs. Staff will continue working with both UP and F&W on this potential new source of revenue to support F&W operations.

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Item #9C

July 8, 2011

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

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

SUBJECT: **REALLOCATION OF REFUNDED CONGESTION MITIGATION AND AIR QUALITY (CMAQ) MONEY**

RECOMMENDATION:

- Allocate $32,339 in refunded Congestion Mitigation and Air Quality (CMAQ) funds to the Thousand Oaks Vehicle Purchase project.

BACKGROUND:

The Federal Transit Administration (FTA) requires that the residual federal interest from any FTA-funded capital purchase be repaid, based on straight-line depreciation, in the event that the equipment is removed from transit service prior to the end of its useful life. In 2009, the County of Ventura Harbor Department discontinued the Channel Islands Water Taxi service due to lack of operating funds, and in 2010 sold the two vessels used for the service. These vessels were originally purchased using FTA CMAQ funds administered by VCTC. VCTC calculated the residual federal interest at $32,339. The Harbor Department has now paid this amount to VCTC. FTA has directed that VCTC should not repay these funds to the federal government, but instead should use the funds towards another purchase of transit rolling stock. Since the original grant was CMAQ funding, the transit rolling stock purchased with this money must be CMAQ eligible, and must therefore either be an alternate-fueled vehicle or an expansion vehicle. There is also an 11.47% local match requirement based on the original grant.

The City of Thousand Oaks currently has a project underway to purchase replacement CNG transit revenue and service vehicles using $279,000 in CMAQ funds which were approved as part of the SAFETEA-LU Call for Projects. However, this project is short on funds, and the City could use the additional $32,339 for this project. VCTC staff is not aware of any other project underway which could utilize these funds. Staff therefore recommends that the $32,339 be added to the Thousand Oaks CNG transit vehicle project. These funds are already included in the Fiscal Year 2011/12 budget under Grant Administration.

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Item # 9D

July 8, 2011

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

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

SUBJECT: **AUDIT SERVICES FOR STATE REQUIRED FY 10/11 and FY 11/12 TRANSPORTATION DEVELOPMENT ACT (TDA) FINANCIAL/COMPLIANCE AUDITS AND CONTROLLER REPORTS, AND, STATE PROPOSITION 1 B REPORT**

RECOMMENDATION:

- Approve contract with Thompson, Cobb, Bazilio & Associates for $42,300 to complete the State required Transportation Development Act (TDA) FY 10/11 and FY 11/12 financial/compliance audits, State Controller reports (where needed), and, State Proposition 1 B Reports.

DISCUSSION:

The State requires all TDA claimants annually to complete financial and compliance audits and that transit operators receiving TDA money annually file operating reports with the State Controller. The State Controller transit reports are due September 30 each year and the financial/compliance audits are due December 30. Beginning last year, the State also requires agencies receiving Proposition 1 B transit funds to annually report on those expenditures.

As part of its TDA administrative duties, VCTC annually contracts with an auditing firm on behalf of the cities/County to have this required work completed. In May, a Request for Proposals (RFP) for the project was sent to twelve auditing and accounting firms. Consultants were invited to proposed for completion of the audit work for FY 10/11 and FY 11/12, with an option that can be exercised by VCTC for a third year for completion of the FY 12/13 audits.

Staff received inquiries about the project from five firms, two of which submitted acceptable proposals:

Consultant	**FY 10/11**	**FY 11/12**	**FY 12/13**
Thompson, Cobb & Brazilio	$42,300	est. $43, 150	est. $44,000
(Note: FY11/12 and FY 12/13 cost will be limited by the increase in CPI; est. 2%)			
Vavrinek, Trine, Day & Co.	$52,050	$53,611	$55,219

Both firms are qualified to perform the work and have demonstrated an understanding of the TDA requirements; Vavrinek, Trine, Day & Company completed the FY 09/10 audit work satisfactorily. While Thompson, Cobb & Brazilio have not worked in Ventura County, they have completed the TDA audits for the Orange County Transportation Commission and the Riverside County Transportation Commission, and have recommendations from both those agencies.

Staff reviewed the proposals and recommends that Thompson, Cobb & Brazilio be awarded the contract for FY 10/11 and FY 11/12. The firm presented a sound work plan, has the needed expertise and auditing staff, and submitted a reasonable price for the work. Note that near the end of FY 11/12, a decision will be made whether or not to rebid the contract for FY 12/13 or instead exercise the third year option cited in the RFP.

The Thompson, Cobb & Brazilio proposal is within the VCTC amount budgeted for the work, and staff recommends approval.

Item #9E

July 8, 2011

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

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

SUBJECT: **MOBILITY MANAGEMENT PARTNERS SUBRECIPIENT AGREEMENT**

RECOMMENDATION:

- Approve the attached subrecipient agreement with Mobility Management Partners, Inc. to receive Federal Transit Administration (FTA) funds administered by VCTC.

BACKGROUND:

At the January 7, 2011 meeting, the Commission approved the selection of projects for the Federal Transit Administration Section 5317 New Freedoms Initiative program. The adopted Program of Projects included $55,700 for Mobility Management activities sponsored by Mobility Management Partners, Inc. (MMP), which as a non-profit corporation is an eligible subrecipient of FTA funds. This program will continue the Travel Training program previously sponsored by The Arc of Ventura County, which is being transitioned to MMP. However, since MMP has not previously been a subrecipient of FTA funds administered by VCTC, it will be necessary to enter into a subrecipient agreement with MMP. Staff therefore recommends the Commission approve the attached subrecipient agreement with MMP. This agreement establishes the process for VCTC to pass FTA funds through to MMP, and requires that MMP will comply with all FTA requirements, subject to VCTC monitoring.

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ATTACHMENT

COOPERATIVE AGREEMENT

BETWEEN

VENTURA COUNTY TRANSPORTATION COMMISSION

AND

MOBILITY MANAGEMENT PARTNERS, INC.

THIS AGREEMENT is entered into between Ventura County Transportation Commission (hereinafter referred to as VCTC) and Mobility Management Partners, Inc. (hereinafter referred to as Recipient) regarding the administration of the Department of Transportation (DOT) and Federal Transit Administration (FTA) funds for use in the provision of public transit service by the RECIPIENT.

WHEREAS Chapter 53 of Title 49, United States Code, as amended, authorizes the Secretary of Transportation to apportion funds for public transportation projects for planning, capital, and operating assistance purposes; and,

WHEREAS, VCTC serves as the administrator of federal funds apportioned by FTA to Ventura County; and,

WHEREAS, the RECIPIENT is an eligible organization for FTA reimbursement funds for community transportation projects; and,

WHEREAS, VCTC authorized VCTC staff to apply for FTA funds on behalf of private non-profit community organizations including RECIPIENT, with the provision that the local match funds be provided by the community organizations; and

WHEREAS, it is the intention of VCTC to enter into this Cooperative Agreement with the RECIPIENT regarding the administration of FTA funds, as a mutually acceptable agreement is a pre-condition of acceptance of FTA funding;

NOW THEREFORE THE PARTIES DO AGREE AS FOLLOWS:

I. FUNDING/PROGRAM MANAGEMENT

1. Assignments of Participants: VCTC hereby agrees to engage RECIPIENT and RECIPIENT hereby agrees to carry out the work hereinafter described in connection with the administration of FTA funds. The RECIPIENT will be responsible for assuring that the RECIPIENT meets all grant requirements placed on federal fund recipients.

2. Scope of Services:

   a. Grant Administration: VCTC agrees to carry out the administrative requirements necessary to reserve, apply for and receive FTA funds.

b. Contract Administration: RECIPIENT shall provide services for VCTC as directed and in compliance which each FTA grant, generally assisting the mobility of disabled and seniors in the use of public transit and transportation systems, including but not limited to, providing information and training. RECIPIENT hereby agrees that the RECIPIENT is, and shall remain during the term of this agreement, in compliance with all applicable DOT assurances and requirements, including all procurement requirements for contracts of less than $100,000, and as listed under Section II of this Agreement. The value of any procurements funded under this agreement shall be less than $100,000 per procurement.

3. Duration of Agreement: The term of this Agreement shall commence on May 1, 2011 and continue until earlier or the following events: (1) the grant(s) has/have been exhausted, or (2) the Agreement is terminated by either party after thirty (30) days written notice. It is mutually understood that notwithstanding the approval date of this agreement, the RECIPIENT is authorized to invoice for expenses incurred beginning with the commencement date of this Agreement.

4. Amendments to the Agreement: The provisions of this Agreement may be amended upon written acceptance and ratification of any such amendment by both VCTC and the RECIPIENT.

5. Method of Payment: VCTC, as the grant applicant, shall receive payment from FTA in accordance with FTA grant procedures. VCTC will transfer the funds to RECIPIENT within thirty (30) days upon RECIPIENT's submittal of an invoice for capital equipment/planning/operating/demonstration: provided, however, that if VCTC has not received funds from FTA for the funding of the capital/equipment/planning/operating/demonstration expense covered by any such invoice when such invoice is received from RECIPIENT by VCTC, VCTC will transfer funds to RECIPIENT for any such invoice within five (5) working days after receipt of VCTC of such funds from FTA.

6. Quarterly Reporting: RECIPIENT shall submit a quarterly report of its program funded under this Agreement.

II. FEDERAL REQUIREMENTS

The RECIPIENT shall note that the following provisions apply to grants-in-aid from DOT, and the RECIPIENT must take all necessary action to ensure their compliance as though they were the grantee directly.

1. Equal Employment Opportunity: During the performance of this Agreement the RECIPIENT agrees as follows: The RECIPIENT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, political belief, marital status, age, national origin, sex, or handicap not limiting the ability of the person to perform the job contemplated. The RECEPIENT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, marital status, religion, political belief, age, national origin, sex, or any handicap not limiting the ability of the person to perform the job contemplated. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer;

recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Such shall be in compliance with Executive Order 11246 amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60). The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Equal Opportunity Clause.

2. Substance Abuse Policy: The RECIPIENT shall, to the extent required, comply with US DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 CFR Part 29, Subpart F; FTA regulations, "Prevention of Prohibited Drug Use in Transit Operations," 49 CFR Part 653; US DOT regulations, "Procedures for Transportation Workplace Drug Testing Programs," 49 CRF 40; and FTA regulations, "Prevention of Alcohol Misuse in Transit Operations," 49 CFR Part 654.

3. Audit and Inspection: The RECIPIENT shall permit, and shall require that its contractors permit, the authorized representatives of VCTC, the US DOT and the Controller General of the United States to inspect and audit all data and records of the RECIPIENT relating to its performance under this Agreement.

   The RECIPIENT also agrees, and shall require that its Contractor(s) agree, to maintain all required records relating to this project for at least three (3) years after final payment by VCTC and all other pending matters are closed.

4. Title VI of the Civil Rights Act of 1964: During the performance of this Agreement, the RECIPIENT, for itself its assignees and successors in interest agrees as follows:

   a. Compliance with Regulations: The RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

   b. Nondiscrimination: The RECIPIENT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color or national origin in the selection and retention of contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.56 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulation.

   c. Solicitation for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the RECIPIENT of the Contractor's obligations under this contract and regulations relative to non-discrimination on the grounds of race, color or national origin.

   d. Information and Reports: RECIPIENT shall require that the contractor provide all information and reports required by the Regulations or directives issued pursuant thereto, and permit access to its books, record, accounts, other sources of information, and its facilities as may be determined by FTA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to VCTC or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, VCTC shall impose contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

   i. Withholding of payments to the RECIPIENT until the Contractor complies; and/or
   ii. Cancellation, termination, or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The RECIPIENT shall include the provisions of paragraphs "A" through "E" in every contract funded through this Agreement, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The RECIPIENT shall take such reasonable action with respect to any contract or procurement as VCTC or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the RECIPIENT may request VCTC, and in addition, the RECIPIENT may request the United States to enter into such litigation to protect the interest of the United States.

5. Bid Protest Procedures: RECIPIENT shall adopt a bid award Protest Procedures for any Federal Grants-In-Aid Procurement of over $25,000 as required by FTA.

6. Accessibility of Transit System: The Americans with Disabilities act (ADA) and Section 504 of the Rehabilitation Act of 1973, 29 USC 794, prohibits discrimination on the basis of handicap by recipients of federal financial assistance. This extends to public transit service in that special efforts must be made to provide transportation that handicapped persons, including but not limited to, wheelchair users and semi-ambulatory person, can use.

7. Debarred Bidders: RECIPIENT shall ensure that any contractors for contracts of over $25,000 funded by this Agreement, including any contractor officers or holder of a controlling interest, shall not be on any debarred, suspended, proposed for debarment, or declared ineligible list, or voluntarily excluded from participation in ay Federal Contracts.

8. Restrictions on Lobbying: RECIPEINT agrees that no federal funds will be paid, by or on behalf of RECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement. RECIPEINT must annually certify with this provision.

9. Federal Privacy Act: RECIPIENT hereby agrees to comply with, and assures the compliance of its employees with, the information, restrictions, and other applicable requirements of the Privacy Act of 1974, 5 USC 552a. RECIPIENT agrees to obtain the express consent of the Federal Government before operating a system of records on behalf of the Federal Government. RECIPIENT shall include this requirement in each subcontract to administer any system of records on behalf of the Federal Government, financed in whole or in part with FTA funds.

10. Disadvantaged Business Enterprise: The Ventura County Transportation Commission (VCTC) has established a Disadvantaged Business Enterprise (DBE) Program pursuant to 49 C.F.R. Part 26, which applies to this Agreement. RECIPIENT shall carry out VCTC's DBE Program procedures and requirements as amended or applicable requirements of 49 C.F.R. Part 26 in any procurements. Compliance with VCTC's DBE Program shall be included in any and all contracts entered into which arise out of or are related to this Agreement.

III. MISCELLANEOUS PROVISIONS

1. Indemnification: RECIPIENT shall protect, defend, indemnify, and hold harmless VCTC, its officers, agents, servants, and employees, from any and all liability arising out of, or caused by, any act or omission of RECIPIENT or its officers, agents, or servants as a result of any act taken or failed to be taken by the RECIPIENT in its performance pursuant to this Agreement.

2. Insurance: The RECIPIENT will provide documentation to the VCTC verifying the status of the RECIPIENT's insurance policies, and shall not cancel or reduce any insurance without providing VCTC with at least 30 days' advance notice. The RECIPIENT shall maintain insurance as described below:

Worker's Compensation Insurance – RECIPIENT and any of its contractors shall maintain, during the life of the Agreement, Workers' Compensation Insurance for any employees funded under this Agreement.

Public Liability and Property Damage Insurance. RECIPIENT and any Contractors funded through this agreement shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall insure VCTC, its elective and appointive boards, commissions, officers, agents, and employees, and any VCTC contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from the RECIPIENT's or any contractors or subcontractors operations hereunder, or by anyone directly or indirectly employed by any contractor or subcontractor, and the amounts of such insurance shall be as follows:

(1) Public Liability Insurance. In an amount not less than $2,000,000 for injuries, including, but not limited to death, to any one person and, subject to the same limit for each person, in an amount not less than $2,000,000 on account of any one occurrence:

(2) Property Damage Insurance In an amount of not less than $1,000,000 for damage to the property of each person on account of any one occurrence.

MOBILITY MANAGEMENT PARTNERS, INC.

____
President or Vice-President

____
Secretary or Treasurer______

VENTURA COUNTY TRANSPORTATION COMMISSION

____
William Fulton
Chair

Approved as to Content:

____
Darren M. Kettle
Executive Director

APPROVED AS TO FORM:

____
Mitchel B. Kahn
General Counsel

Item #9F

July 8, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: MITCHEL B. KAHN, GENERAL COUNSEL

SUBJECT: APPLICATION FOR FILING LATE CLAIM (CAUSEY)

RECOMMENDATION:

- Deny the application to file a late claim submitted by Katrina Causey and Solomon Causey by and through his guardian ad litem, Katrina Causey.

BACKGROUND:

The Government Claims Act (Government Code section 810 et seq.) generally requires claims for injuries to persons be filed with a government entity within six months of the accrual of the cause of action (Government Code section 911.2[a]). There are various exceptions and methods for extending the claims filing deadline, including the filing of an application to file a late claim. If proper justification for its lateness is demonstrated, but no later than one year from the accrual of the cause of action, the application may be granted and the claim accepted for filing and subsequent action by the government entity. If, however, insufficient justification is presented for the late filing, the application may be denied. Government Code section 946.6 allows the claimant, if he or she elects, to petition the Superior Court for relief within six months following a denial of the application.

DISCUSSION:

On August 9, 2010, a VISTA bus operated by CUSA CC, LLC, rear-ended a vehicle driven by Ms. Katrina Causey at an approximate speed of three miles per hour, on the northbound off-ramp of U.S. Highway 101 at Central Avenue in Camarillo. At the time, the Causey vehicle contained three children, ages 1, 10 and 16, in addition to the driver. A police report was made and no injuries were reported.

During the next six months, the local manager for CUSA CC, LLC, reported having had conversations with Katrina Causey concerning the incident but no claims were filed with VCTC. Then, on June 10, 2011, an application to file a late claim was presented to VCTC staff on the basis that the 10- year old suffered injuries that were not identified within the six-month period following the incident. Additionally, the claim attached to the application asserts that the driver of the vehicle, Ms. Causey, also suffered physical injuries and lost earnings, etc. There is no justification presented in the application for the late claim on her behalf, and insufficient justification on behalf of her son.

Finally, it should be noted that pursuant to the VCTC contract with CUSA CC, LLC, the contractor has the obligation to defend and indemnify VCTC against such claims and lawsuits. Its assigned legal counsel has been consulted and concurs with this recommendation.

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Item # 9G

July 8, 2011

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION/VENTURA COUNTY AIRPORT LAND USE COMMISSION**

FROM: **STEVE DEGEORGE, PLANNING & TECHNOLOGY DIRECTOR**

SUBJECT: **NAVAL BASE VENTURA COUNTY**

RECOMMENDATION:

- The Ventura County Airport Land Use Commission approve the attached resolution in support of Naval Base Ventura County.

DISCUSSION:

Over the course of the past year and a half Naval Base Ventura County (NBVC) has been working with its neighboring jurisdictions to improve intergovernmental coordination with the goal of ensuring the long term operational viability of their facilities. Specifically, NBVC is seeking to review and develop land use planning policies in cooperation with local jurisdictions that recognize the importance of NBVC and protect its operations from the encroachment of incompatible land uses. NBVC has requested assistance from local jurisdictions in the form of a Resolution of Support for this planning effort. The locally adopted resolutions will not only demonstrate support for this effort but will assist NBVC in obtaining federal funds for this joint planning activity.

The Ventura County Airport Land Use Commission (ALUC), is responsible for the development and updating of a Comprehensive Land Use Plan (CLUP) surrounding the County's airports and in this context has a statutory interest in the NBVC planning effort. All planning work surrounding NBVC must consider the mix of aircraft from nearby airports and should be consistency with the adopted CLUP. Moreover, the NBVC planning effort could provide much of the foundational work for a badly needed update to the current CLUP that was adopted in 2000.

Staff supports the NBVC efforts and is recommending the Ventura County Airport Land Use Commission approve the attached resolution in support of Naval Base Ventura County. The recommended action has no budget impacts and does not obligate the VCTC or the ALUC to expend any funds in this effort other than staff time to participate in the regional planning effort.

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RESOLUTION NO. 2011 - 09

A RESOLUTION OF THE VENTURA COUNTY AIRPORT LAND USE COMMISSSION IN SUPPORT OF THE NAVAL BASE VENTURA COUNTY (NBVC)

WHEREAS, the Ventura County Airport Land Use Commission recognizes the importance of the mission and continuing operation of Naval Base Ventura County (NBVC), not only for its contribution to the overall security of the United States of America, but its beneficial relationship with the County and the local economy; and,

WHEREAS, the Ventura County Airport Land Use Commission and the command at NBVC recognize that the growth of the community and its economy are due, in large part, to the continuing existence of NBVC; and also, that NBVC's military and civilian employees and their families, and civilian employees and their families, enjoy the benefits of access to the residential communities, the supporting services, retail establishments, recreational and social activities, and more, that the citizens of the County provide; and

WHEREAS, the Ventura County Airport Land Use Commission recognize that growth and development will continue in the County in areas adjacent to NBVC along with those areas impacted by the military operations connected with the NBVC, and that both short-term and long-term plans for future development and growth that fail to address the potential impacts of this growth on the vital and continuing mission of NBVC could have deleterious impacts on the health, welfare and safety of the citizens of Ventura County; and

WHEREAS, Naval Base Ventura County recognizes its role, not only to meet its military mission, but to be a good neighbor and maintain a strong and mutual relationship with the citizens of Ventura County, including being a good steward of the unique environmental features that exist in and around the NBVC; and

WHEREAS, the Ventura County Airport Land Use Commission has the responsibility for reviewing land use plans and policies for consistency with the adopted Comprehensive Land Use Plan for the purpose of maintaining compatible land uses surrounding the County's airports to ensure the safety of the County's residents as well as maintaining the operational viability of the County's airports.

NOW, THEREFORE, BE IT RESOLVED, that the Ventura County Airport Land Use Commission hereby recognizes the immense contribution of Naval Base Ventura County to the overall welfare and quality of life that the citizens of Ventura County enjoy today and publicly states its strong support for sustaining the continuing mission of Naval Base Ventura County and its long-term operation; and further, that the continuing operation of the Base and its impact on the growth and development of the County must be addressed as an integral part of the County's short-term and long-term sustainable and compatible land use and development plans; and

BE IT FURTHER RESOLVED, that the Ventura County Airport Land Use Commission directs its staff to continue to work in concert with the Navy and its consultants to develop a proposed set of specific elements to be considered for inclusion in the Ventura County Comprehensive Land Use Plan and that will support 1) recognition the Navy as an integral part of intergovernmental coordination 2) the identification and adoption of a defined Military Influence Area (MIA); 3) establishment of Zoning Overlay District(s) to delineate specific areas within the MIA; 4) appropriate zoning elements and compatible land use and development standards (e.g., density , intensity and use) that address the military operations impacts on development and development's impact on military operations; and 5) mutual participation between the Navy, the Ventura County Airport Land Use Commission, and surrounding jurisdictions in any proposed future land use studies.

Adopted this 8th day of July, 2011 at Camarillo Ca,

____

William Fulton, Chair

ATTEST:

____

Donna Cole, Clerk of the Board

APPROVED AS TO FORM

____

Mitchel B. Kahn, General Counsel

Item # 10

July 8, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SAMIA MAXIMOUS, CAPITAL PROJECTS DIRECTOR

SUBJECT: MONITORING & REPORTING CONSULTANT SELECTION

RECOMMENDATION:

- Ventura County Service Authority for Freeway Emergencies approve a contract not to exceed $147,399 for the next three fiscal years with Tele Tran Tek Services for call box reporting and monitoring.

DISCUSSION:

In May of this year the Commission authorized the release of a Request for Proposal (RFP) for the monitoring and reporting services to the call boxes. The RFP was released on May 19 and closed on June 17, 2011. Staff sent the request to four firms that are known to provide similar services to other Service Authority for Freeway Emergencies (SAFE) and posted the request on the VCTC website. Two addenda went out to answer questions presented by the proposers. VCTC received one response to the request for proposal from the current consultant Tele Tran Tek (T-Cubed).

Staff contacted the other three firms to determine the reason why they chose not to submit a proposal. The firms responded that they did not have the number of years of experience required in Management Information Systems (MIS) for storing and processing various types of data, the RFP called for four years of experience performing similar type of work.

Industry standard contract for call box monitoring services is three to four years. Staff believes that the completion of a minimum of one contract cycle is a reasonable criterion to fully evaluate proposers' qualifications. T-Cubed consultant is the incumbent consultant who has been successfully performing the monitoring work for the call boxes of Ventura County in the past ten years. The project manager has over 25 years of experience in call box system administration and program management.

T-Cubed proposal is responsive, meeting all the requirements and within the available budget. Staff is recommending that the Commission enter into a three-year contract not to exceed $147,399 with Tele Tran Tek Services, as shown in Attachment A, to this item for the monitoring services of the Ventura County Call Boxes system. This activity was anticipated as shown as a consultant services line item in the Fiscal Year 2011/12 Motorist Aid Call Boxes task budget.

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Attachment "A"

AGREEMENT BETWEEN

VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

AND

'TELE TRAN TEK SERVICES

**PROFESSIONAL AND SUPPORT SERVICES
FOR THE VENTURA COUNTY MOTORIST AID/CALLBOX SYSTEM
(FY 2011 - FY 2014)**

THIS AGREEMENT is made and entered into this ____ day of ________, 2011, by and between the Ventura County Transportation Commission, 950 County Square Drive, Ventura, California 93003, acting in its capacity as the Service Authority for Freeway Emergencies, (hereinafter referred to as "SAFE") and Tele Tran Tek Services, 9167 Chesapeake Drive, San Diego CA 92123 (hereinafter referred to as "CONSULTANT").

RECITALS:

WHEREAS, SAFE requires CONSULTANT's services to monitor the motorist aid call box system ("Call Box System") on freeways, highways and other locations within the boundaries of Ventura County; and

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

WHEREAS, CONSULTANT has demonstrated and warrants that it has the necessary experience, expertise and personnel to perform such services; and

WHEREAS, performing the services for SAFE, by CONSULTANT is authorized by the provisions of section 2554 of the Streets arid Highway Code and section 22002, subd. (d) of the Public Contract Code of the State of California;

NOW, THEREFORE, it is mutually understood and agreed by SAFE and CONSULTANT as follows:

ARTICLE 1. COMPLETE AGREEMENT

This Agreement, including the recitals, all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the agreement between SAFE and CONSULTANT and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any terms or conditions of this Agreement shall not affect the validity of other terms or conditions. Either party's failure to insist in any one or more instances upon the other party's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of by such party of its right to such performance or to future performance of such terms or conditions and the non-performing party's obligation with respect thereto shall continue in full force and effect. Changes hereto shall not be binding upon SAFE except when specifically confirmed in writing by an authorized representative of SAFE and issued in accordance with the provisions of this Agreement.

ARTICLE 2. SAFE DESIGNEE

The Executive Director of SAFE, or his designee, shall act for and exercise any of the rights of SAFE as set forth in this Agreement

ARTICLE 3. STATEMENT OF WORK

CONSULTANT shall perform the work necessary to monitor the Call Box System in a manner satisfactory to SAFE as set forth in Exhibit A, entitled "Scope of Work," attached to and, by this reference, incorporated in and made a part of this Agreement.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon July 8, 2011 and shall continue in full force and effect through June 30, 2014, unless earlier terminated as provided in this Agreement. In addition, SAFE shall have the option of extending this Agreement on the same terms and conditions for an additional two (2) years to and including June 30, 2016, upon not less than sixty (60) days prior written notice to CONSULTANT

ARITICLE 5. CHANGES IN THE WORK

The SAFE may, at any time, by written order to CONSULTANT make changes within the general Scope of Work, including but not limited to revising or adding to the work or deleting portions thereof. Upon receipt of such notice of change to the Scope of Work, CONSULTANT shall immediately take all necessary steps to comply therewith and to minimize the incurrence of cost allocable to work eliminated or suspended.

ARTICLE 5. COMPENSATION

5.1 - The total compensation payable to CONSULTANT, by SAFE, for the above stated services is not to exceed $147,399.00 annually for Fiscal Years 2011/2012 through 2013/2014. The SAFE shall not be obligated to pay CONSULTANT for any costs incurred in excess of this amount.

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

5.3 - CONSULTANT will be paid 25% of amounts collected for knockdowns. No fee will be paid if CONSULTANT is unable to collect the knockdowns and the matter is returned to SAFE.

ARTICLE 6. PROGRESS AND COMPLETION

CONSULTANT shall commence work on the services to be performed on July 8, 2011 upon written authorization of the SAFE to proceed. All services shall be completed in accordance with the Scope of Work in Exhibit "A" to this Agreement. Monthly progress reports, which include a summary of the work completed for each task during the billing period, will be provided.

ARTICLE 7. KEY PERSONNEL

The Project Manager for the project shall be Mr. Edward Castoria, with support from Travis Benson. These individuals are considered essential to the work being performed under this Agreement; substitution for these individuals will not be made without the prior written consent of the SAFE.

ARTICLE 8. ASSIGNMENT AND SUBCONTRACTING

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

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

ARTICLE 9. CHANGES

A. By written notice or order, SAFE may, from time to time, order work suspension or make changes in the general scope of this Agreement in any one or more of the following:

1. Description of services to be performed.

2. Time of performance (i.e. hours of the day, days of the week, etc.).

3. Place of performance of the services.

4. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for SAFE in accordance with the drawings, designs, or specifications.

S. Method of shipment or packing of supplies.

6. Place of delivery.

B. If any such change causes an increase or decrease in any hourly rate, the maximum obligation, or in the time required for performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of this Agreement, SAFE may, in its reasonable discretion, make an equitable adjustment in the (1) maximum cumulative payment obligation, (2) hourly rates, (3) delivery schedule, and (4) other affected terms.

C. CONSULTANT shall promptly notify SAFE of any monetary adjustment required by Subsection B above and assert its claim for adjustment within thirty (30) days after receipt of the written order.

ARTICLE 10. BREACHES AND DISPUTE RESOLUTION PROCEDURE

A. DISPUTES. Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SAFE. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONSULTANT mails or otherwise furnishes a written appeal to SAFE. In connection with any such appeal, the parties shall agree to mediate or arbitrate the dispute using JAMS/Endispute or such other entity or person agreed upon by the parties and by following such entity's rules and procedures before filing an action in any court of law.

B. PERFORMANCE DURING DISPUTE. Unless otherwise directed by SAFE, CONSULTANT shall continue performance under this Agreement while matters in dispute are being resolved.

C. CLAIMS FOR DAMAGES. Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

D. RIGHTS AND REMEDIES. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by SAFE or CONSULTANT shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Nothing in this Article shall be construed to preclude the party who failed to prevail in mediation or arbitration from filing a civil action for resolution of the controversy, dispute, or claim; provided however, that no civil action shall be filed prior to conclusion of the mediation conducted as set forth above.

ARTICLE 11. RELATIONSHIP OF THE PARTIES

Both parties to this agreement agree that the relationship of the parties shall be that CONSULTANT is an independent CONSULTANT and shall represent the will of SAFE only as to the results of the subject matter of this contract, and not as to the manner in which the services herein are performed, except as provided in Attachment A. CONSULTANT shall have complete control and responsibility over the details and performance of the services herein required to complete the agreement, and in no event shall CONSULTANT be considered an officer, agent, servant or employee of SAFE.

ARTICLE 12.INSURANCE

12.1 - Insurance Required. With respect to performance of work under the project Agreement, CONSULTANT shall maintain insurance as described below:

12.2 - Worker's Compensation Insurance as required by law.

12.3 - Comprehensive General Liability Insurance with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include products/completed operations liability, owner's and CONSULTANT's protective, blanket contractual liability, personal injury liability, broad form property damage coverage and explosion, collapse and underground hazard coverage. Such insurance shall (a) name SAFE, its appointed and elected officials, officers, employees and agents as insured; and (b) be primary respect to any insurance or self-insurance programs maintained by SAFE; and 8 contain standard cross-liability provisions.

12.4 - Comprehensive Automobile Liability Insurance with a combined single limit of not less than $500,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

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

A. SAFE may terminate this Agreement for its convenience at any time, in whole or part, by giving CONSULTANT written notice thereof. Upon receipt of notice of termination, CONSULTANT shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to SAFE. SAFE shall pay the CONSULTANT as full compensation for work performed prior to termination: (i) the flat fee for completed and accepted work, or time and materials costs, if applicable; (ii) reimbursement for all costs incurred for work in progress whether it is fiat rate or time and materials work, subject to the maximum payment obligation for such work, if completed; and (iii) reasonable termination costs, including a reasonable profit. Thereafter, CONSULTANT shall have no further claims against SAFE under this Agreement.

B. SAFE may terminate this Agreement for CONSULTANT's default, which shall include but not be limited to, (1) if a federal or state proceeding for the relief of debtors is undertaken by or against CONSULTANT, (2) if CONSULTANT makes an assignment for the benefit of creditors, or (3) if CONSULTANT breaches any terms or violates any provisions of this Agreement and does not cure or propose a plan and schedule to cure such breach or violation within thirty (30) days after receipt of written notice thereof from SAFE. CONSULTANT shall be liable for any and all reasonable costs incurred by SAFE as a result of such default including, but not limited to, re-procurement costs of the same or similar services defaulted by CONSULTANT under this Agreement.

C. CONSULTANT may terminate this Agreement if SAFE (i) becomes insolvent or fails to pay valid invoices when presented by CONSULTANT or (ii) fails to comply with any other material provision of this Agreement. Termination shall be effected by serving a thirty (30) day advance written notice of termination on SAFE, setting forth the manner in which SAFE is in default. If SAFE does not cure the breach or propose a plan and schedule for curing the breach acceptable to CONSULTANT within thirty (30) days, this Agreement shall be terminated, and SAFE shall pay CONSULTANT its allowable costs pursuant to Section A of this article.

ARTICLE 13. INDEMNIFICATION

A. The parties intend for each party to bear responsibility for its acts and omissions in relation to this Agreement. Accordingly, CONSULTANT and SAFE each hereby agree to indemnify and hold the other, their respective commissioners, directors, officers, agents, and employees harmless from any and all claims, demands, suits, loss, damages, injury, and/or liability, direct or indirect (including any and all costs and expenses in connect therewith), incurred by reason of any act or failure to act on the part of the indemnifying party or their respective commissioners, directors, officers, agents, employees and/or sub-CONSULTANTs under or in connection with Agreement.

B. If either party to this Agreement claims a right to be indemnified pursuant to this Article 13, it shall send written notice to the indemnifying party as promptly as practicable, but in any event within 10 days of such indemnified party's becoming aware of such claim. Upon receipt of such request, the indemnifying party shall assume the cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against the indemnified party, its commissioners, directors, officers, agents, and/or employees, arising out of such act or failure to act. Failure of the indemnified party to so notify the indemnifying party will not relieve the indemnifying party from any liability arising under this Article 13 unless the failure to so notify the indemnifying party materially prejudices the indemnified party's ability to assert defenses or counterclaims available to it.

ARTICLE 14. ASSIGNMENTS AND SUBCONTRACTING

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONSULTANT, without the prior written consent of SAFE. Consent by SAFE shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and conditions of this Agreement.

B. CONSULTANT shall include in any subcontract agreements the stipulation that the sub-CONSULTANTs shall maintain adequate insurance coverage consistent with Article 8 Insurance coverage requirements at a minimum.

ARTICLE 15. AUDIT AND INSPECTION OF RECORDS

After receipt of reasonable notice and during the regular business hours of CONSULTANT, CONSULTANT shall provide SAFE, or agents of SAFE, such access to CONSULTANT's books, records, payroll documents and facilities as SAFE deems necessary to examine, audit and inspect all accounting books, records, work data, documents and activities directly related hereto. SAFE shall utilize the services of an outside Certified Public Accounting firm to review CONSULTANT's cost data. CONSULTANT shall maintain such books, records; data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of three (3) years from the date of final payment by SAFE hereunder.

ARTICLE 16. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, regulations, and all orders and rules promulgated thereunder.

ARTICLE 17. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 18. PROHIBITED INTERESTS

CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or employee of SAFE during his/her tenure in office or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 19. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of SAFE. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from SAFE. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by SAFE.

ARTICLE 20. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by SAFE or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against SAFE on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given SAFE, information and assistance at CONSULTANT's expense for the defense of same. However, CONSULTANT will not indemnify SAFE if the suit or claim results from: (i) SAFE's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; (ii) the use of a deliverable in combination with other material not provided by CONSULTANT when such use in combination infringes upon an existing U.S. letters patent or copyright; or (iii) the operation of the call box system in a manner other than as contemplated by this Agreement.

B. CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify SAFE under any settlement made without CONSULTANT's consent or in the event SAFE fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONSULTANT, at no expense to SAFE, shall obtain for SAFE the right to use and sell said item, or shall substitute an equivalent item acceptable to SAFE and extend this patent and copyright indemnity thereto.

ARTICLE 21. GRANT OF LICENSE

SAFE acknowledges that all intellectual property and proprietary rights of any type whatsoever, including without limitation all patent rights, copyright rights, trade secrets and/or know-how, contained in or used by any hardware, software, and firmware provided to SAFE hereunder or used or developed by CONSULTANT to provide services to SAFE under this Agreement (collectively the "CONSULTANT Proprietary Rights") belong solely and exclusively to CONSULTANT. Nothing contained in this Agreement shall be construed to convey any rights or proprietary interest in CONSULTANT'S Proprietary Rights to SAFE, except as specifically granted herein. CONSULTANT hereby grants to SAFE a non-exclusive, non-transferable, royalty free license to use the software provided by CONSULTANT in CONSULTANT's performance of its obligations hereunder for the term of this Agreement.

ARTICLE 22. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

ARTICLE 23. ATTORNEY FEES

In the event any dispute results in the use of ADR or the filing of an action in any court of law to enforce any rights under this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs, in addition to any other relief granted.

ARTICLE 24. NON-DISCRIMINATION

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

ARTICLE 25. TERMINATION BY SAFE

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

This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

Tele Tran Tek Services	VENTURA COUNTY SAFE
By:_________________________	By:________________________ William Fulton, Chair
Title:________________________	APPROVED AS TO FORM:
	By:________________________ General Counsel

Exhibit "A"

Scope of Work

SCOPE OF WORK/SERVICES & CONTRACT DELIVERABLES

The scope of work is described below. The Consultant or consulting team will be expected to perform all technical and other analyses necessary to complete the scope of work. The Consultant will receive general direction from the SAFE Project Manager. Tasks will include the following:

1. Management Information Reports – Call Statistics

Consultant will provide monthly statistical reports of call box system operations for SAFE system managers and policy-makers based on the primary data sources for operational statistics, cellular billing and maintenance databases, in tabular and graphic formats.

The Consultant will maintain and update the SAFE call box database as needed and track any temporary removals required by road construction activities.

See below for a listing of the information to be included in monthly statistical reports for the call box operations:

- Call Box calls to Dispatch by call type
- Average number of calls per Call Box
- Call Volume by Dispatch
- Average call length for aid
- Average call delay
- Call Box call volumes
- Calls by watch/shift
- Percent of Active Call Boxes used to call for assistance
- Call Box calls by call type (AAA, CHP, etc.)
- Inactive Call Boxes (Temporarily Removed)
- SAFE Summary of calls for aid by hour
- SAFE Call Box call history
- Calls since January, 2000
- SAFE 25 most used Call Boxes
- Unassigned Call Box phone numbers
- Calls to other/unexpected destinations
- SAFE overall Call Box summary
- SAFE Highway Statistics
- SAFE Preventative Maintenance
- SAFE Call Box repairs
- High or low call volume boxes (maintenance)
- Calls for aid by highway
- SAFE Call Box call breakdown by individual Call Box

It will be the Consultant's responsibility to interface with the SAFE communications provider (currently AT&T), Call Center (currently CHP), and Maintenance Support Consultant (currently CASE Systems, Inc.) to gather information as necessary for creation of the monthly, quarterly and annual reports. Over the duration of this contract, it is possible that these providers may change and thus additional interfaces may be required. The costs for all interfaces the Consultant determines are necessary should be considered as included as part of the bid rates and hour estimations.

Deliverables:

Monthly statistical reports on call box system operations, including;

- Call/answer and maintenance statistics and reports as shown above
- As needed updates to the SAFE call box database

Completion dates: On-going/monthly July 8, 2011 – June 30, 2014

2. Management Support

Consultant will provide management reports and analyses on an as requested basis to SAFE staff. These include, among other items, analyses and reports based upon special database queries beyond those performed for Task 1.

Examples of Management Support include procurement assistance, project oversight, field inspections and vendor relations. If requested, Consultant will assist SAFE staff in evaluating which fixed call boxes should be selected for permanent removal, based upon criteria that will be jointly developed.

Deliverables:

To be determined from the scope of work defined for each management support project.

Completion dates: On-going/as needed July 8, 2011 – June 30, 2014

3. Knockdown Collections

Assist Ventura County SAFE in recovery of funds for the repair and replacement of call boxes that have been knocked down, i.e. knockdown funds.
The consultant will be responsible for delivering knockdown work orders from the maintenance contractor, as well as all available CHP accident. The contractor will work to maximize receipt of accident reports, and arrange if possible for them to be delivered directly to the contractor for processing.
Contractor responsibilities will include:

- All communications with the responsible parties and their insurance companies. Up to three letters will be written requesting payment.
- Forward all funds collected to Ventura County SAFE for deposit by SAFE.
- If no response is received after the third letter, the matter will be transferred to the Ventura County SAFE. [Note: no fee will be collected on matters referred to the Ventura County SAFE.]
- Contractor will provide SAFE staff with a monthly knockdown fund status report as part of the monthly invoice.

Contractor work under Task 3 will be performed on a 25% of amounts collected basis.
Deliverables: Monthly knockdown fund status reports and invoices.
Completion dates: On-going/as needed July 8, 2011 – June 30, 2014

Exhibit “B”

I. **Hourly Rates**

Name	Position	Hourly rate**
Edward Castoria	Project Manager	$155.41
Travis Benson	Data Manager	$118.91
Jeannette Estrada	Knockdown Recovery Tech	N/A

**The hourly rates listed include all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, materials and supplies. These rates shall apply to task order work alone.

II. Task Budget

COST PROPOSAL FOR JULY 8, 2011-JUNE 30, 2014							
Task #	**Name**	**Position**	**Rate**	**Estimated Hours (3 year)**	**Cost $ (3 year)**		**Yearly Average**
Task No.1	Edward Castoria	Task Oversight	$155.41	30	$4,662.30		$1,554.10
Task No. 1	Travis Benson	Principal Data Manager	$118.91	720	$85,615.20		$28,538.40
Task No. 2	Edward Castoria	Principal Project Manager	$155.41	90	$13,986.90		$4,662.30
Task No. 2	Travis Benson	Principal Data Manager	$118.91	60	$7,134.60		$2,378.20
	Total Labor				$111,399.00		$37,133.00
	Travel		Trips	6	$3,000.00		$1,000.00
	Per Diem		Days	20	$3,000.00		$1,000.00
	Total Tasks 1 and 2				$117,399.00		$39,133.00
Task No. 3	Travis Benson and Jeannette Estrada (using Budget maximum for Task 3 as estimated cost for 25% recovery fees)				$30,000.00		$10,000.00
TOTAL					$147,399.00		$49,133.00

NOTE: T-Cubed proposes a 4% annual increase in hourly rates for each of the two option years, if exercised by SAFE. The amount is subject to negotiation. Also please note that the number of hours proposed for each person for each Task are estimates only. As stated in the RFP, T-Cubed will only charge for those hours and Other Direct Costs actually used for Tasks 1 and 2.

Signature of Authorizing Official:	
Name of Bidding Company	TeleTran Tek Services, Inc.
Address	9167 Chesapeake Drive, San Diego, CA 92123
Phone Number	858-279-1299
Fax Number	858-279-8424
Email	eddie@tcubed.net
By signing below you acknowledge and agree to provide the required services, and comply with all the terms and conditions (including all applicable insurance requirements) listed in this RFP.	
Representative Name and Title	Edward S. Castoria, President/CEO
Name of Authorizing Official	Edward S. Castoria, President/CEO
Authorized Signature	Edward Shawn Castoria

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Item #11

July 8, 2011

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

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

SUBJECT: **WATER LINE EASEMENT AT CAMARILLO METROLINK STATION TO CALLEGUAS MUNICIPAL WATER DISTRICT**

RECOMMENDATION:

- Approve water line easement to Calleguas Municipal Water District (CMWD) at the Camarillo Rail Station.

DISCUSSION:

CMWD is one of the major water purveyors in Ventura County and is planning a regional salinity management pipeline installation throughout the county. The 30-inch pipeline will be going across the Camarillo Metrolink Station. CMWD is seeking to obtain a permanent subsurface easement and associated construction easements. To assure that fair market value has been offered by CMWD an independent appraiser was hired to evaluate the property value. The appraisal has taken into consideration the highest and best use of the affected property, the size of the land, any improvements located thereon, and any other factors that affect fair market value. The total square footage for the permanent easement is 10,161 and 29,323 for the construction easement. The appraised market value per square ft for the permanent easement is $6.375 and $1.4 for the temporary easement. In addition to the easement value, CMWD deposited $3,000 for the review of the easement deed and processing of the permit. Additional funding will be deposited during construction to cover the cost of inspection.

Attached are the right of way and easement deed for the proposed easement which were reviewed by VCTC legal counsel. The total value of the permanent easement is $64,775 and $20,560 for a six months construction easement for a total of $85,335. The easement agreement allows CMWD to request an extension of time if they demonstrate any changed conditions or due to inclement weather. CMWD will require the contractor to work continuously to complete the pipeline construction before they proceed to other areas of the project. In addition, the contractor will not be allowed to open trench on both sides of the parking lot except for the tunneling under the railroad tracks.

The easement deed allows for a six-month construction period with a two three-month extensions to be given by mutual agreement between CMWD and VCTC in case of changed condition or inclement weather. According to the attached easement deed, the temporary construction easement will terminate in December 31, 2014. This later date gives CMWD a wider window for the validity of the easement in case the start of construction is delayed beyond their control.

The exact time for the start of construction is not yet known but it is expected to start in spring of 2012. CMWD will be seeking approval from Union Pacific to tunnel under the railroad tracks and other County and City of Camarillo permits before they advertise. A separate right of entry permit will be issued to the contractor with the conditions and restrictions for construction and required bonds and insurance.

The Camarillo Metrolink Station property was purchased with federal highway administration funds. Therefore; all of the proceeds from this easement can only be used for construction or for monitoring the design or construction of any federally funded projects.

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Recorded at request of and
When recorded return to:

Calleguas Municipal Water District
c/o Hamner, Jewell & Associates
Government Real Estate Services
4476 Market Street, Suite 601
Ventura, California 93003

Space above this line for Recorder's Use

A.P. No. 162-0-060-170, 180 & 210
CMWD PARCEL 4016

NO TAX DUE

Calleguas Municipal Water District

EASEMENT DEED

Salinity Management Project Phase 2B (Spec 495)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE VENTURA COUNTY TRANSPORTATION COMMISSION, a Transportation Commission created under the laws of the State of California (hereinafter referred to as "GRANTOR")

do(es) hereby GRANT to the

CALLEGUAS MUNICIPAL WATER DISTRICT (hereinafter referred to as "DISTRICT")

the following interests in real property:

A **Permanent Easement** in gross to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, replace, and maintain a water or wastewater conduit, consisting of one or more underground water or wastewater pipelines and related facilities. These related facilities may include but are not limited to markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devises, pull boxes, and all related incidents, fixtures, and appurtenances. The markers, test stations, pull boxes, blow off valves, air release valves, manholes, other related facilities, and turnouts may be located above ground or partially above ground but will be placed in landscape planters or along property boundaries or other unobtrusive locations. This easement shall be in, over, on, through, within, under, along and across the Easement Area of the Real Property as defined in this paragraph. The "Real Property" is in the County of Ventura, State of California and is described in Exhibit "A", attached hereto and incorporated by reference herein. The "Easement Area" which comprises the Permanent Easement is described and depicted in Exhibit "B", attached hereto and incorporated by reference herein.

The Permanent Easement(s) described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The facilities and improvements installed in the Easement Area collectively are referred to herein as "District Facilities." Plans for District Facilities have been provided to Grantor and reviewed and approved by Grantor prior to the date of Grantor's execution of this Deed. Plans, as they exist from time to time, shall be maintained at the District's principal offices and are available for review by Grantor.

2. District shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing herein shall prevent or limit Grantor's rights to close such roadways, lanes, or rights-of-way, and to provide District with comparable alternative access to the Easement Area, as deemed reasonable by the District.

3. As the amount of earth or other fill over its facilities can affect the structural integrity of the District's underground facilities, District shall have the right to maintain the height of earth or other fill over District's underground facilities. Grantor(s) shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the District's facilities without the District's written consent, which consent shall not be withheld unreasonably. Grantor(s) shall not conduct, or permit others to conduct, grading operations, ripping, stockpiling, or use, or permit others to use, explosives within the Easement Area to the extent that District facilities may be damaged.

4. This easement(s) is subject to, and Grantor may continue to use, all existing fencing, pipelines, roads, electrical transmission facilities, communication lines, paved parking lot improvements, and landscaping existing on the date this easement is granted, and all future uses which do not directly or indirectly interfere with or endanger District's exercise of the rights described herein. In conjunction with any future maintenance or repair work on District facilities, District agrees to protect Grantor's existing improvements in place and to restore such improvements to the condition that existed prior to District's entry upon completion of District's work; provided, however, that District shall have the right to clear and keep clear from the Easement Area all explosives, buildings, structures, walls, and other such facilities of a permanent nature, and any earth cover or stockpile of material placed without the District's written consent, which interfere with District's use of the Easement Area. Grantor shall not construct, nor permit others to construct, such permanent facilities which conflict with District's ability to use the Easement Area. District shall have the right of exclusive use and possession within the Easement Area for a distance of two (2) feet in every direction around the outside surface of the District Facilities. In addition to any other legal and equitable remedies for violations of this paragraph, District shall have the right to do all things necessary and proper to remove any such conflicting vegetation, explosives, improvements, and materials, at the Grantor's expense.

5. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Easement Area without the prior written approval of the District, which approval shall not be withheld unreasonably; and

A **Temporary Construction Easement** for the purposes of facilitating construction of District Facilities, including the right to place equipment and vehicles, pile earth thereon, and utilize said Temporary Construction Easement for all other related activities and purposes in, on, over, under, through, and across that certain portion of the Real Property which is described and depicted in Exhibit "C", attached hereto and incorporated by reference herein ("Temporary Construction Easement"). Said Temporary Construction Easement shall commence fifteen (15) days after issuance by District of a Notice of Commencement of Construction, which shall be issued to Grantor by U.S. Mail, and shall automatically terminate upon completion of construction of District Facilities and restoration of the Temporary Construction Easement Area, or six (6) months after the date of the noticed Commencement of Construction, whichever occurs first; however, District shall have the right to extend the Temporary Construction Easement term for a maximum of two 3-month extension periods additional time beyond the six month period if necessary for completion of construction in the event that unforeseen conditions, such as inclement weather, differing site conditions, or other extreme or unforeseen conditions or circumstances prevent

District's contractor from completing construction of the facilities within the six month period. In such case, upon agreement from Grantor, which agreement shall not be unreasonably withheld, District shall have the right to exercise these extension periods and agrees to compensate Grantor Ten Thousand Two Hundred Eighty Dollars ($10,280) for each three month extension term exercised prior to May 31, 2013. If extension periods are exercised later than May 31, 2013, the extension fee shall instead be $10,800 for each 3-month extension period. Payment for any such extension(s) shall be paid by District to Grantor concurrent with District's written notice to Grantor of District's intent to exercise such extension provisions. In any event, this Temporary Construction Easement shall terminate on or before December 31, 2014, unless extended by the mutual written agreement of the parties hereto.

In the event that any of these easements are abandoned by District and the uses for which they have been granted cease, District shall reimburse the United States Bureau of Reclamation 25% of monies paid for the purchase of these easements. This provision shall have no effect upon Grantor; Grantor shall not be obligated to re-pay any monies paid to Grantor for the purchase of these easements.

The easement rights conveyed herein to District are transferable, in whole or in part, by District to other public water purveyors, subject to all terms and conditions contained herein.

GRANTOR:

THE VENTURA COUNTY TRANSPORTATION COMMISSION

By: ________________________________ Date: ______________________

Name: Darren Kettle
Title: Executive Director

APPROVED AS TO FORM:

By: ________________________________ Date: ______________________

Mitchel Kahn

ATTEST:

By: ________________________________ Date: ______________________

Donna Cole, Clerk of the Board

State of California
County of Ventura

On ______________________ before me, Donna Cole, Notary Public, personally appeared Darren Kettle, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

____
Signature of Notary Public (Seal)

PARCEL NO.: 162-0-060-170, 180 & 210
PROJECT: CMWD-SMP Phase 2B (Spec 495)
TITLE REPORT NO.: 2702645(60) (First American)
ESCROW NO.:
DISTRICT PARCEL NO.: 4016

RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)

THIS AGREEMENT is made and entered into by and between

THE VENTURA COUNTY TRANSPORTATION COMMISSION,
a Transportation Commission created under the laws of the State of California

hereinafter referred to as "Grantor", and

The Calleguas Municipal Water District

hereinafter called "District."

An Easement Deed covering the property rights particularly described therein, has been executed concurrently with this Agreement and delivered to District representatives. A copy of said Deed is labeled “Exhibit 1” and is attached hereto and incorporated herein by this reference.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said Easement Deed.

2. The District shall:

A. PAYMENT - Pay to the order of the Grantor the sum of Eighty Five Thousand Three Hundred Thirty Five Thousand Dollars ($85,335), as consideration in full for the real property interests being conveyed in the referenced Easement Deed, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid upon the close of escrow, which shall occur when title to said real property interests has vested in District free and clear of all liens, encumbrances, assessments, easements and leases, recorded or unrecorded, except for recorded public utility easements and public rights of way.

B. MISCELLANEOUS COSTS - Pay all escrow, title insurance, and recording fees incurred in this transaction.

C. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bonds, demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

D. PROPERTY RESTORATION - Generally restore the surface of Grantor's Real Property, as described in the attached Easement Deed, to the same or better condition that existed prior to District's project construction, to the extent reasonably practical. Said restoration shall include the restoration of all surface paving, landscaping, and parking lot improvements including lighting, landscaping, and pavement striping within the parking areas. All perimeter fencing and decorative pilasters will be protected in place. One air release valve will be installed within a landscape area on the property. The Temporary Construction Easement area described in the attached Easement Deed will be fenced with temporary fencing during construction in order to segregate the construction area from Grantor's remaining property.

E. INDEMNIFICATION - Indemnify, defend, and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability caused by District or its officers, employees, contractors, or agents, specifically arising from District construction and restoration work on Grantor's Real Property during the Temporary Construction Easement term specified in the referenced Easement Deed.

F. RECORDATION OF INSTRUMENT - Accept the Easement Deed herein referenced and cause the same to be recorded in the office of the Ventura County Recorder at such time as when clear title can be conveyed to the District.

3. The Grantor:

A. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Easement Areas described in the referenced Easement Deed, or if there are any. Grantor agrees to hold the District harmless and reimburse District for any and all of its losses and expenses occasioned by reason of any undisclosed lease of said property held by tenant of Grantor.

B. PERMISSION TO ENTER - Hereby grants to the District, its agents and contractors, permission to enter upon the Easement Areas described in the referenced Easement Deed prior to the close of escrow for the purposes of preparation for and construction of the District's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Easement Deed. These activities shall include but not be limited to pre-construction surveying and potholing, which Grantor hereby authorizes in advance of the commencement of the Temporary Construction Easement referenced in the Easement Deed. Prior to accessing and beginning any pre-construction or construction activities within the Easement Areas, the District's contractor shall execute a Contractor's Right of Entry Agreement with the Grantor, and shall have adequate insurance and bonding capabilities to ensure proper construction and completion of the pipeline.

4. The Parties agree:

A. ESCROW - To open an escrow in accordance with this Agreement at an escrow company of District's choice. This Agreement constitutes the joint escrow instructions of District and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

As soon as possible after opening of escrow, District will deposit the executed Easement Deed by Grantor, with Certificate of Acceptance attached, with Escrow Agent on Grantor's behalf. District agrees to deposit the purchase price upon demand of Escrow Agent. District and Grantor agree to deposit with Escrow Agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between District and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after District's acquisition.

i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's Real Property subject to this transaction, as required to convey clear title.

b) Pay and charge District for any escrow fees, charges and costs payable under Paragraph 2.B. of this Agreement.

c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by District and Grantor.

d) Following recording of Deed from Grantor, provide District with a CLTA Standard Coverage Policy of Title Insurance in the amount of $85,335 issued by Chicago Title Company showing that title to the herein Easements described in the Easement Deed are vested in District, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

1) Real Property Taxes for the fiscal year in which escrow closes.

2) Items No. 1 through 39, of the preliminary title report issued by First American Title Company, dated May 11, 2010, referenced as Order No: 2702645(60), and other items that may be approved by District in writing in advance of the close of escrow.

ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

C. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

D. BOARD APPROVAL - This Agreement is subject to and conditioned upon approval and ratification by the Boards of the Ventura County Transportation Commission and the Calleguas Municipal Water District. This Agreement is not binding until executed by the appropriate official(s) of each of these entities, acting in their authorized capacity.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:

THE VENTURA COUNTY TRANSPORTATION COMMISSION

By: ______________________________ Date: ______________________

Darren Kettle, Executive Director

APPROVED AS TO FORM:

By: ______________________________ Date: ______________________

Mitchel Kahn

ATTEST:

By: ______________________________ Date: ______________________

Donna Cole, Clerk of the Board

DISTRICT:

CALLEGUAS MUNICIPAL WATER DISTRICT

By: ________________________________ Date:______________________

Ted Grandsen, President, Board of Directors

By: ________________________________ Date:______________________

Susan B. Mulligan, General Manager

MAILING ADDRESS OF GRANTOR:
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, California 93003

MAILING ADDRESS OF DISTRICT
Calleguas Municipal Water District
2100 East Olsen Road
Thousand Oaks, CA 91360-68

EXHIBIT A PAGE 1 OF 6

LEGAL DESCRIPTION

Real property in the City of Camarillo, County of Ventura, State of California, described as follows:

PARCEL 1: (APN: 162-0-060-200)

THAT PORTION OF THE RANCHO CALLEGUAS IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS GRANTED BY THE UNITED STATES OF AMERICA TO GABRIEL RUIZ, ET AL, BY LETTERS PATENT DATED MARCH 22, 1866, RECORDED IN BOOK 1, PAGE 45 OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE PROLONGATION OF THE EASTERLY LINE OF PARCEL B AND THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 101 AS SHOWN ON THE PARCEL MAP FILED IN BOOK 12, PAGE 9 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY AND THE NORTHERLY LINE OF SAID PARCEL B, NORTH 72° 48' 30" WEST 115.42 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL B AND EASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY AS SHOWN ON SAID PARCEL MAP;

THENCE NORTH 33° 05' 22" EAST 183.46 FEET ALONG SAID RAILROAD RIGHT-OF-WAY TO THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN BOOK 547, PAGE 398 OFFICIAL RECORDS AND SHOWN ON MAP ENTITLED "PLAT OF SURVEY OF A PORTION OF LOT 5, RANCHO CALLEGUAS" FILED IN BOOK 18, PAGE 84 OF RECORDS OF SURVEYS;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 56° 54' 38" EAST 89.22 FEET TO THE NORTHERLY LINE OF U.S. HIGHWAY 101, THENCE ALONG SAID NORTHERLY LINE SOUTH 72° 48' 30" EAST 22.66 FEET TO THE WESTERLY LINE OF DAWSON DRIVE (SHOWN AS FIFTH STREET ON SAID PLAT);

THENCE ALONG SAID WESTERLY LINE OF DAWSON DRIVE SOUTH 33° 05' 22" EAST 158.04 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM,

ALL MINERALS AND ALL MINERAL RIGHT OF EVERY KIND AND CHARACTER KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY; INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERAL BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY OR INTERFERING WITH THE USE THEREOF BY GRANTEE, ITS SUCCESSORS OR ASSIGNS, AS RESERVED IN DEED RECORDED SEPTEMBER 30, 2002 AS INSTRUMENT NO. 2002-0236029 OF OFFICIAL RECORDS.

PARCEL 2: (APN: 162-0-060-210)

THOSE PORTIONS OF THE RANCHO CALLEGUAS AND LOT 5 OF THE RANCHO CALLEGUAS, IN

THE CITY OF CAMARILLO, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 547, PAGE 398 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWEST LINE OF SAID LAND AND PROLONGATION THEREOF.

1ST: SOUTHEASTERLY 110 FEET TO THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 552, PAGE 425 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHEAST LINE OF THE LAND LAST REFERRED TO, TO AND ALONG THE SOUTHEAST LINE OF THE LAND DESCRIBED IN PARCEL "A" IN DEED RECORDED IN BOOK 485, PAGE 448 OF OFFICIAL RECORDS.

2ND: NORTHEASTERLY 675 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL "A", AND BEING A POINT ON THE SOUTHWEST LINE OF THE LAND DESCRIBED IN PARCEL "A" IN DEED RECORDED IN BOOK 617, PAGE 393 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHEAST LINE OF THE DESCRIBED IN PARCEL "A" IN DEED RECORDED IN BOOK 617, PAGE 393 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHEAST LINE OF THE LAND LAST REFERRED TO,

3RD: SOUTH 57° 00' 20", EAST 50 FEET TO A 1½ INCH IRON PIPE; THENCE,

4TH: NORTHEASTERLY, PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 5, AND DISTANT SOUTHEASTERLY TO ALL POINTS 160 FEET FROM SAID NORTHWESTERLY LINE, AN ARC DISTANCE OF 247.13 FEET TO A 1½ INCH IRON PIPE; THENCE ALONG THE RADIAL LINE,

5TH: NORTH 54° 54' 27", WEST 160 FEET TO A 1-½ INCH IRON PIPE SET ON THE NORTHWESTERLY LINE OF SAID LOT 5, AND BEING ON THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, 100 FEET WIDE, AND BEING IN A CURVE CONCAVE TO THE SOUTHEAST; THENCE,

6TH: SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE, 252.99 FEET TO THE END OF SAID CURVE, AND BEING THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 480, PAGE 399 OF OFFICIAL RECORDS; THENCE ALONG THE NORTHWEST LINE OF THE LAND LAST REFERRED TO, TO AND ALONG THE NORTHWEST LINE OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 547, PAGE 398 OF OFFICIAL RECORDS.

7TH: SOUTHWESTERLY 675 FEET TO THE POINT OF BEGINNING.

EXCEPT THE NORTHEASTERLY 10 FEET OF SAID LAND AS DESCRIBED IN DEED RECORDED FEBRUARY 14, 1936 IN BOOK 483, PAGE 434 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION OF SAID LAND DESCRIBED IN DEED RECORDED SEPTEMBER 25, 1952 IN BOOK 1090, PAGE 170 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT CERTAIN 6-INCH IRON PIPE ON SAID LAND AS CONVEYED TO HASAN DIZDAR, DOING BUSINESS AS CAMARILLO WATER COMPANY, IN DEED RECORDED OCTOBER 11, 1938 IN BOOK 573, PAGE 430 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM,

THAT PORTION OF THE RANCHO CALLEGUAS, IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 1, PAGE 52 AND

53 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF LOT 5 OF RANCHO CALLEGUAS AS SHOWN ON MAP RECORDED IN BOOK 11, PAGES 32 ET SEQ., OF MISCELLANEOUS RECORDS IN SAID OFFICE, DISTANT THEREON S 33° 31' 12" W., 30.513 METERS FROM THE NORTHERLY CORNER OF THE LAND ACQUIRED BY THE STATE OF CALIFORNIA BY DEED (STATE PARCEL 60) RECORDED SEPTEMBER 25, 1952 IN BOOK 1090, PAGE 170 OF OFFICIAL RECORDS IN SAID OFFICE; THENCE N 47° 58' 46" W, 8.453 METERS; THENCE S 42° 01' 14" W, 39.013 METERS TO A LINE PARALLEL WITH AND DISTANT 15.000 METERS, MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF THE LAND ACQUIRED BY THE STATE OF CALIFORNIA BY INDENTURE (STATE PARCEL 62) RECORDED DECEMBER 24, 1953 IN BOOK 1175, PAGE 123 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID PARALLEL LINE N 72° 22' 25" W, 17.003 METERS TO THE SOUTHEASTERLY LINE OF 100 FOOT WIDE STRIP OF LAND DESCRIBED IN DEED DATED JULY 31, 1899 FROM JUAN E. CAMARILLO AND ADOLFO CAMARILLO TO SOUTHERN PACIFIC RAILROAD COMPANY, RECORDED AUGUST 15, 1899 IN BOOK 58, PAGES 283 AND 289 OF DEEDS, IN SAID OFFICE; THENCE ALONG SAID SOUTHEASTERLY LINE S 33° 31' 12" W, 8 810 METERS TO THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID ACQUIRED LAND, THENCE ALONG SAID NORTHWESTERLY PROLONGATION S 56° 28' 48" E, 23.834 METERS TO THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS S 72° 48' 30" E, 22.67 FEET IN SAID ACQUIRED LAND; THENCE ALONG SAID CERTAIN COURSE ON A NEW BASIS OF BEARINGS S 72° 22' 25" E, 6.910 METERS TO SAID NORTHWESTERLY LINE; THENCE ALONG SAID NORTHWESTERLY LINE N 33° 31' 12" E, 48.909 METERS TO THE POINT OF BEGINNING.

PARCEL 3: (APN: 162-0-060-180)

THAT PORTION OF THE RANCHO CALLEGUAS, IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS GRANTED BY THE UNITED STATES OF AMERICA TO GABRIEL RUIZ, ET AL., BY LETTERS PATENT DATED MARCH 22, 1866, RECORDED IN BOOK 1, PAGE 45 OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE OF LAND CONVEYED TO THE STATE OF CALIFORNIA, AND DESCRIBED IN PARCEL 2 OF THE GRANT DEED RECORDED JUNE 21, 1977, IN BOOK 4879 AT PAGE719 OF THE OFFICIAL RECORDS OF VENTURA COUNTY, SAID COURSE HAVING A BEARING AND DISTANCE OF SOUTH 41° 11' 13" WEST, A DISTANCE OF 340.59 FEET, SAID COURSE BEING A LINE PARALLEL WITH AND 10.00 FEET DISTANT SOUTHEASTERLY OF MEASURED AT RIGHT ANGLES, FROM THE SOUTHEASTERLY RIGHT OF WAY LINE OF LEWIS ROAD (FORMERLY SOMIS ROAD), 50.00 FEET:

THENCE CONTINUING ALONG SAID COURSE, NORTH 41° 11' 13" EAST, A DISTANCE OF 154.13 FEET, TO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN THE CORPORATION GRANT DEED RECORDED MARCH 18, 1998, AS DOCUMENT NO. 98-038693 OF THE OFFICIAL RECORDS OF VENTURA COUNTY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING:

THENCE ALONG THE NORTHEASTERLY LINE OF SAID CORPORATION GRANT DEED, SOUTH 40° 35' 10" EAST, A DISTANCE OF 123.07 FEET, TO A POINT IN THE SOUTHEASTERLY BOUNDARY OF THE FIRST DESCRIBED PARCEL OF THE SOUTHERN PACIFIC RAILROAD COMPANY (PREDECESSOR TO UNION PACIFIC RAILROAD COMPANY), PER THE DOCUMENT RECORDED JULY 1, 1899, IN BOOK 58 AT PAGE 283 OF DEEDS RECORDS OF VENTURA COUNTY, SAID BOUNDARY BEING PARALLEL WITH AND 50.00 FEET DISTANCE NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE MAIN TRACK OF THE SANTA BARBARA

SUBDIVISION OF THE "UNION PACIFIC RAILROAD COMPANY" AS NOW CONSTRUCTED AND OPERATED, AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 18 AT PAGE 84 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE CONTINUING PARALLEL AND CONCENTRIC WITH SAID CENTERLINE OF THE MAIN TRACK AND ALONG SAID SOUTHEASTERLY BOUNDARY THE FOLLOWING FIVE COURSES:

1) NORTH 33° 30' 43" EAST, A DISTANCE OF 741.42 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 22,968.32 FEET;

2) THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00° 04' 30" , AN ARC DISTANCE OF 30.07 FEET, TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 11,509.17 FEET;

3) THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00° 09' 00", AN ARC DISTANCE OF 30.13 FEET, TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 7,689.45 FEET;

4) THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00° 13' 30", AS ARC DISTANCE OF 30.20 FEET, TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5,779.65 FEET,

5) THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01° 40' 13", AN ARC DISTANCE OF 168.49 FEET. TO A POINT IN THE NORTHERLY LINE OF THAT CERTAIN STRIP OF LAND 10.00 FEET WIDE, DESCRIBED IN PARCEL B OF THE DOCUMENT RECORDED ON DECEMBER 5, 1955, IN BOOK 1357 AT PAGE 510 OF THE OFFICIAL RECORDS OF VENTURA COUNTY;

THENCE NORTH 53° 25' 17" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 2.25 FEET, TO A POINT IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID LEWIS ROAD, 50.00 FEET,

THENCE SOUTH 41° 11' 13" WEST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID LEWIS ROAD A DISTANCE OF 787.59 FEET, TO THE MOST NORTHERLY CORNER OF PARCEL 2 OF SAID LANDS OF THE STATE OF CALIFORNIA;

THENCE ALONG THE BOUNDARY OF SAID PARCEL 2 THE FOLLOWING TWO COURSES:

1) SOUTH 48° 48' 47' EAST, A DISTANCE OF 10.00 FEET;

2) THENCE SOUTH 41° 11' 13" WEST, A DISTANCE OF 186.46 FEET, TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM,

ALL MINERALS AND ALL MINERAL RIGHT OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, OR INTERFERING WITH THE USE THEREOF BY GRANTEE, ITS SUCCESSORS OR ASSIGNS, AS RESERVED IN DEED RECORDED JUNE 11, 2001 AS INSTRUMENT NO. 2001-0108933 OF OFFICIAL RECORDS.

PARCEL 4:

AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE, OPERATION, USE, INSPECTION, AND REPAIR OF A PARKING LOT AND RELATED IMPROVEMENTS USED IN CONNECTION WITH ADJACENT TRANSIT STATION (SURFACE RIGHTS ONLY AND NO BELOW GROUND INSTALLATIONS OR PERMANENT BUILDINGS OF ANY KIND OR NATURE MAY BE INSTALLED), ON, ALONG, OVER AND ACROSS THAT PORTION OF LAND, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE RANCHO CALLEGUAS, IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS GRANTED BY THE UNITED STATES OF AMERICA TO GABRIEL RUIZ, ET AL., BY LETTERS PATENT DATED MARCH 22, 1866, RECORDED IN BOOK 1, PAGE 45 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA, AND DESCRIBED IN PARCEL 2 OF THE GRANT DEED RECORDED JUNE 24, 1977, IN BOOK 4879, PAGE 719 OF OFFICIAL RECORDS OF VENTURA COUNTY, SAID COURSE HAVING A BEARING AND DISTANCE OF SOUTH 41° 11' 13" WEST 340.59 FEET, SAID COURSE BEING A LINE, PARALLEL WITH AND 10.00 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES, THE SOUTHEASTERLY RIGHT OF WAY OF LEWIS ROAD (FORMERLY SOMIS ROAD), 50.00 FEET WIDE; THENCE ALONG SAID COURSE NORTH 41° 11' 13? EAST 154.13 FEET TO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN THE CORPORATION GRANT DEED RECORDED MARCH 18, 1998, AS DOCUMENT NO. 98-038693 OF OFFICIAL RECORDS OF VENTURA COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF CORPORATION GRANT DEED SOUTH 40° 35' 10" EAST 144.24 FEET TO A POINT IN A LINE, PARALLEL WITH AND 20.36 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES, THE SOUTHEASTERLY BOUNDARY OF THE FIRST DESCRIBED PARCEL OF SOUTHERN PACIFIC RAILROAD COMPANY, PER THE DOCUMENT RECORDED JULY 1, 1899, IN BOOK 58, PAGE 283 OF DEEDS, RECORDS OF VENTURA COUNTY, SAID LINE BEING ALSO PARALLEL WITH AND 29.64 FEET NORTHWESTERLY OF, MEASURED AT RIGHT ANGLES, THE CENTERLINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY, AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 18, PAGE 84 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING PARALLEL AND CONCENTRIC WITH SAID CENTERLINE BY THE FOLLOWING FIVE COURSES:

NORTH 33° 30' 43" EAST 747.23 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 22,947.96 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE AN ARE DISTANCE OF 30.04 FEET THROUGH A CENTRAL ANGLE OF 0° 04' 30" TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 11,488.81 FEET;

THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARE DISTANCE OF 30.08 FEET THROUGH A CENTRAL ANGLE OF 0° 09' 00" TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 7,669.09 FEET;

THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARE DISTANCE OF 30.12 FEET THROUGH A CENTRAL ANGLE OF 0° 13' 30" TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE SOUTHEASTERLY

THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARE DISTANCE OF 167.56 FEET THROUGH A CENTRAL ANGLE OF 1° 40' 01" TO A POINT IN THE NORTHERLY LINE OF THAT CERTAIN STRIP OF LAND, 10.00 FEET WIDE, DESCRIBED IN PARCEL B OF THE DOCUMENT RECORDED DECEMBER 5, 1955, IN BOOK 1357, PAGE 510 OF OFFICIAL RECORDS OF VENTURA COUNTY;

THENCE ALONG SAID NORTHERLY LINE, NORTH 53° 25' 17" WEST 20.36 FEET TO A POINT IN THE SOUTHEASTERLY BOUNDARY OF SAID FIRST DESCRIBED PARCEL OF SOUTHERN PACIFIC RAILROAD COMPANY, BEING A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5,779.65 FEET, A RADIAL TO SAID POINT BEARS NORTH 54° 22' 04" WEST;

THENCE ALONG SAID SOUTHEASTERLY BOUNDARY BY THE FOLLOWING FIVE COURSES:

SOUTHWESTERLY ALONG SAID CURVE AN ARE DISTANCE OF 168.49 FEET THROUGH A CENTRAL ANGLE OF 1° 40' 13" TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 7,689.45 FEET;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 30.20 FEET THROUGH A CENTRAL ANGLE OF 0° 13' 30" TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 11,509.17 FEET;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 30.13 FEET THROUGH A CENTRAL ANGLE OF 00° 9' 00" TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 22,968.32 FEET;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 30.07 FEET THROUGH A CENTRAL ANGLE OF 0° 04' 30";

THENCE, TANGENT TO SAID CURVE SOUTH 33° 30' 43" WEST 741.42 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID CORPORATION GRANT DEED;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 40° 35' 10" EAST 21.17 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "A"

LEGAL DESCRIPTION FOR PERMANENT EASEMENT IN 2001-0156099

THOSE PORTIONS OF THE RANCHO CALLEGUAS AND LOT 5 OF THE RANCHO CALLEGUAS, IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 11, PAGE 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED IN THE DEED RECORDED AUGUST 9, 2001 AS DOCUMENT NO. 2001-0156099 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHEASTERLY LINE OF SAID DEED DESCRIBED AS " 2ND: NORTHEASTERLY 675 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL A", SAID POINT ALSO BEING A CORNER OF PARCEL 1 OF PARCEL MAP L.D. 346, IN SAID CITY AND COUNTY, PER MAP FILED IN BOOK 56 PAGES 32 THROUGH 35, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID CORNER BEING THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING AND DISTANCE SHOWN AS " SOUTH 32°34'51" WEST 258.15' " ON THE NORTHWESTERLY BOUNDARY OF SAID PARCEL 1, SAID SOUTHEASTERLY LINE BEING COINCIDENT WITH SAID NORTHWESTERLY LINE AND ITS SOUTHWESTERLY PROLONGATION, THENCE, ALONG SAID LINES ON A DIFFERENT BASIS OF BEARINGS, SOUTH 33°32'04" WEST 287.79 FEET;

THENCE, DEPARTING SAID LINE, ALONG THE FOLLOWING FIVE (5) COURSES:

1. THENCE NORTH 10°12'21" WEST 11.57 FEET;

2. THENCE NORTH 33°32'16" EAST 279.42 FEET;

3. THENCE NORTH 33°28'59" EAST 184.26 FEET;

4. THENCE NORTH 36°29'06" WEST 59.12 FEET;

5. THENCE NORTH 56°29'06" WEST 43.95 FEET TO A POINT, SAID POINT LYING ON THE SOUTHEASTERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, 100.00 FEET WIDE, AS SHOWN ON SAID PARCEL MAP, AND ALSO ON THE NORTHWESTERLY BOUNDARY OF SAID DEED, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5679.65 FEET, A LINE RADIAL TO SAID BEGINNING BEARS NORTH 54°51'25" WEST;

THENCE, ALONG THE SOUTHEASTERLY BOUNDARY OF SAID RIGHT-OF-WAY AND THE NORTHWESTERLY BOUNDARY OF SAID DEED, NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 00°15'08" AN ARC LENGTH OF 25.01 FEET;

THENCE, DEPARTING THE SOUTHEASTERLY BOUNDARY OF SAID RIGHT-OF-WAY, ALONG THE FOLLOWING FOUR (4) COURSES:

1. THENCE SOUTH 56°29'06" EAST 47.60 FEET;

2. THENCE SOUTH 36°29'06" EAST 81.02 FEET;

3. THENCE SOUTH 33°28'59" WEST 201.77 FEET TO THE MOST NORTHERLY OF THE TWO CERTAIN COURSES IN THE NORTHWESTERLY BOUNDARY OF SAID PARCEL 1 HAVING A BEARING AND DISTANCE SHOWN AS " N 57°25'09" W 50.00' ";

THENCE, ALONG SAID LINE, NORTH 56°27'56" WEST 17.02 FEET TO THE **POINT OF BEGINNING.**

CONTAINS 0.229 ACRES, OR 9,989 SQUARE FEET, MORE OR LESS.

THE EXHIBIT ON SHEET 3 OF 3 IS INCLUDED HEREIN AND MADE A PART HEREOF.

LICENSED LAND SURVEYOR
MARK J. FARESTVEIT
★ LS 7613 ★
STATE OF CALIFORNIA

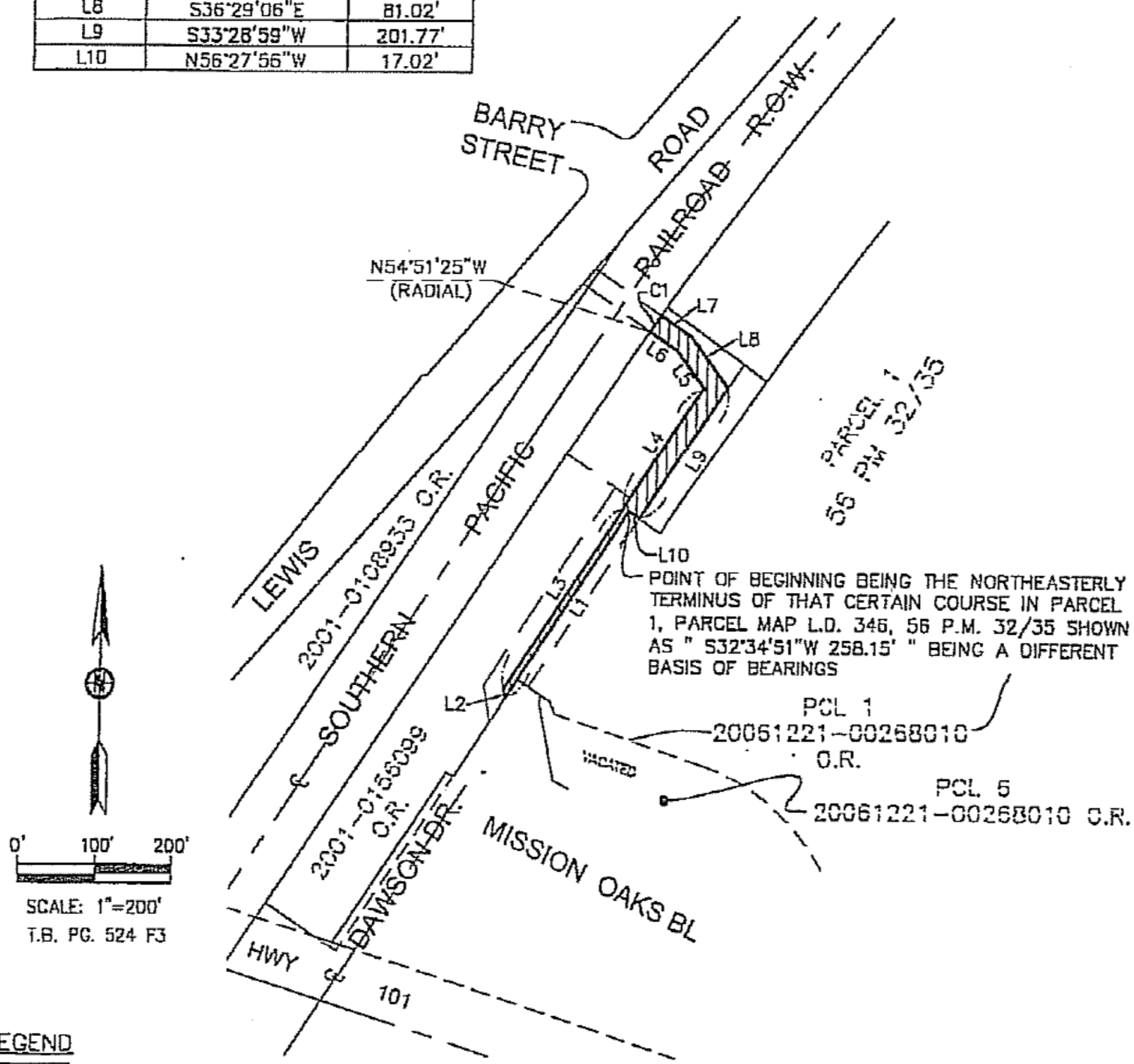
Mark J. Farestveit 01-31-2011

MARK J. FARESTVEIT
CALIFORNIA LICENSED PROFESSIONAL LAND SURVEYOR, PLS 7613
FOR AND ON BEHALF OF THE MOLLENHAUER GROUP

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	00°15'08"	5679.65	25.01'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S33°32'04"W	287.79'
L2	N10°12'21"W	11.57'
L3	N33°32'16"E	279.42'
L4	N33°28'59"E	184.26'
L5	N36°29'06"W	59.12'
L6	N56°29'06"W	43.95'
L7	S56°29'06"E	47.60'
L8	S36°29'06"E	81.02'
L9	S33°28'59"W	201.77'
L10	N56°27'56"W	17.02'

NOTE: THIS EXHIBIT DOES NOT CONSTITUTE A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO ILLUSTRATE THE ATTACHED LEGAL DESCRIPTION.



LEGEND

= INDICATES AREA OF LEGAL DESCRIPTION

EXHIBIT B PAGE 3 OF 6

CAD 20396-PERMEAS2001-0156099-REV-2-1-11.dwg

MOLLENHAUER GROUP
316 W. 2ND STREET
LOS ANGELES, CA 90012
213 624 2661 TEL
213 614 1863 FAX
CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

EXHIBIT "B"

PERMANENT EASEMENT IN 2001-0156099

PREPARED FOR:

CALLEGUAS MUNICIPAL WATER DISTRICT

DATE:	01-31-2011
JOB #	LA20396
DRAWN	M.J.F.
SCALE	1"= 200'
SHEET	3 OF 3

G:\Projects\Survey\LA20396_Camarillo\Acad Drawings\20396-PERMEAS2001-0156099-REV-2-1-11.dwg Date: 02/02/11 01:57p mflorestv

EXHIBIT "A"

LEGAL DESCRIPTION FOR
PERMANENT EASEMENT IN 2001-0108933

THAT PORTION OF THE RANCHO CALLEGUAS, IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 11, PAGE 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED IN THE DEED RECORDED JUNE 11, 2001 AS DOCUMENT NO. 2001-0108933 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT, SAID POINT BEING THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED RECORDED AUGUST 9, 2001 AS DOCUMENT NO. 2001-0156099 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS " 2ND: NORTHEASTERLY 675 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL A", SAID POINT ALSO BEING A CORNER OF PARCEL 1 OF PARCEL MAP L.D. 346, IN SAID CITY AND COUNTY, PER MAP FILED IN BOOK 56 PAGES 32 THROUGH 35, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID CORNER BEING THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING AND DISTANCE SHOWN AS " SOUTH 32°34'51" WEST 258.15' " ON THE NORTHWESTERLY BOUNDARY OF SAID PARCEL 1, SAID SOUTHEASTERLY LINE BEING COINCIDENT WITH SAID NORTHWESTERLY LINE AND ITS SOUTHWESTERLY PROLONGATION, THENCE, ALONG SAID LINES ON A DIFFERENT BASIS OF BEARINGS, SOUTH 33°32'04" WEST 287.79 FEET;

THENCE, DEPARTING SAID LINE, ALONG THE FOLLOWING FIVE (5) COURSES:

1. THENCE NORTH 10°12'21" WEST 11.57 FEET;

2. THENCE NORTH 33°32'16" EAST 279.42 FEET;

3. THENCE NORTH 33°28'59" EAST 184.26 FEET;

4. THENCE NORTH 36°29'06" WEST 59.12 FEET;

5. THENCE NORTH 56°29'06" WEST 43.95 FEET TO A POINT, SAID POINT LYING ON THE SOUTHEASTERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, 100.00 FEET WIDE, AS SHOWN ON SAID PARCEL MAP, AND AS DESCRIBED IN THE DEED RECORDED IN SAID BOOK 58, PAGE 289 OF DEEDS, AND ALSO ON THE NORTHWESTERLY BOUNDARY OF THE DEED RECORDED IN SAID DOCUMENT NO. 2001-0156099 OF OFFICIAL RECORDS, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5679.65 FEET, A LINE RADIAL TO SAID BEGINNING BEARS NORTH 54°51'25" WEST,

THENCE, ALONG THE SOUTHEASTERLY BOUNDARY OF SAID RIGHT-OF-WAY AND NORTHWESTERLY BOUNDARY OF THE DEED RECORDED IN SAID DOCUMENT NO. 2001-0156099 OF OFFICIAL RECORDS, NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 00°15'08" AN ARC LENGTH OF 25.01 FEET;

THENCE, DEPARTING SAID BOUNDARY, NORTH 56°29'06" WEST 100.05 FEET TO A POINT, SAID POINT LYING ON THE NORTHWESTERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, 100.00 FEET WIDE, AS DESCRIBED IN SAID DEED RECORDED IN BOOK 58, PAGE 289 OF DEEDS, AND ALSO ON THE SOUTHEASTERLY BOUNDARY OF THE LAND DESCRIBED IN SAID DEED RECORDED AS DOCUMENT NO. 2001-0108933 OF OFFICIAL RECORDS, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5779.65 FEET, A LINE RADIAL TO SAID BEGINNING BEARS NORTH 54°38'14" WEST, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE, ALONG THE NORTHWESTERLY BOUNDARY OF SAID RIGHT-OF-WAY AND SOUTHEASTERLY BOUNDARY OF THE DEED RECORDED IN SAID DOCUMENT NO. 2001-0108933 OF OFFICIAL RECORDS, SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 00°14'53" AN ARC LENGTH OF 25.01 FEET;

THENCE, DEPARTING SAID BOUNDARY, NORTH 56°29'06" WEST 8.20 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LEWIS ROAD, ALSO BEING THE NORTHWESTERLY BOUNDARY OF THE LAND DESCRIBED IN SAID DEED RECORDED AS DOCUMENT NO. 2001-0108933 OF OFFICIAL RECORDS;

THENCE, ALONG SAID LINE, NORTH 41°11'30" EAST 25.23 FEET;

THENCE, DEPARTING SAID LINE, SOUTH 56°29'06" EAST 5.58 FEET TO THE **POINT OF BEGINNING.**

CONTAINS 0.004 ACRES, OR 172 SQUARE FEET, MORE OR LESS.

THE EXHIBIT ON SHEET 3 OF 3 IS INCLUDED HEREIN AND MADE A PART HEREOF.

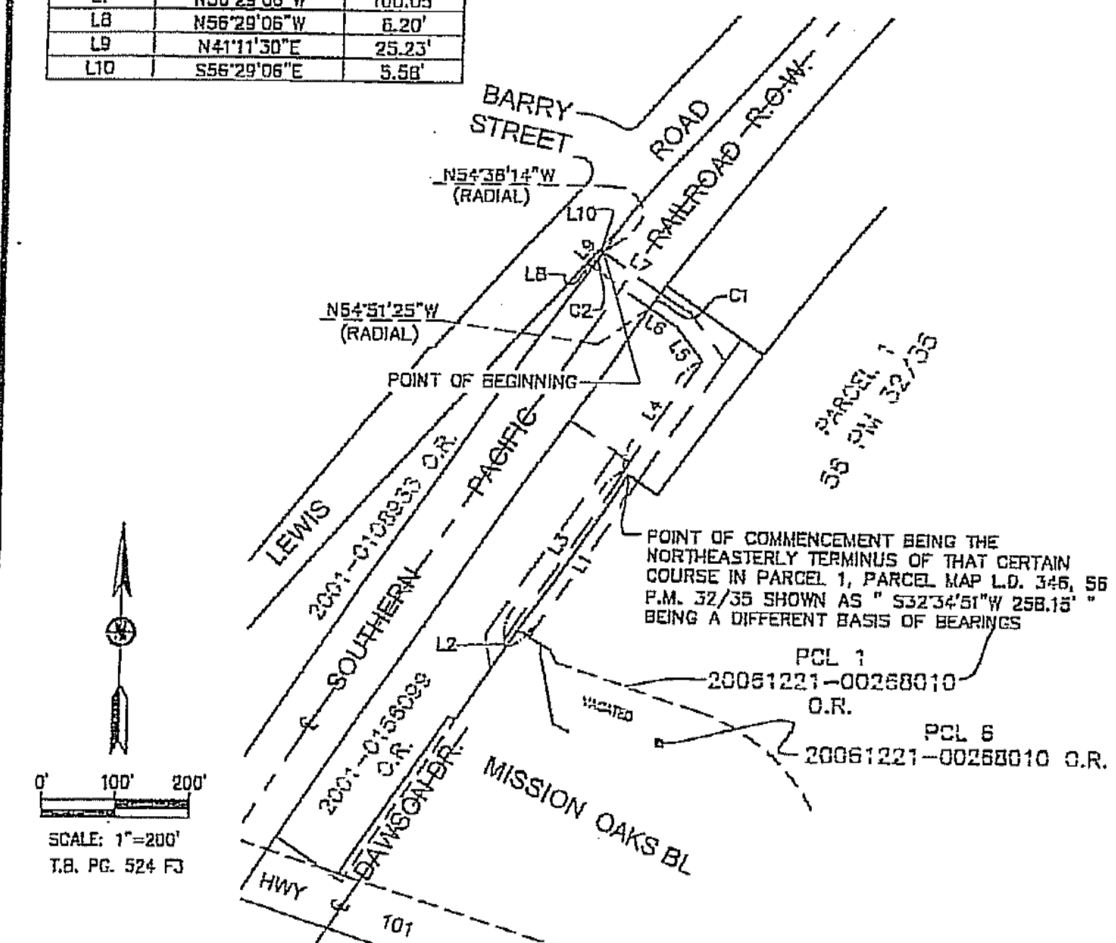
LICENSED LAND SURVEYOR
MARK J. FARESTVEIT
LS 7613
STATE OF CALIFORNIA

Mark J. Farestveit 02-01-2011
MARK J. FARESTVEIT
CALIFORNIA LICENSED PROFESSIONAL LAND SURVEYOR, PLS 7613
FOR AND ON BEHALF OF THE MOLLENHAUER GROUP

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	00°15'08"	5679.65	25.01'
C2	00°14'53"	5779.65	25.01'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S33°32'04"W	287.79'
L2	N10°12'21"W	11.57'
L3	N33°32'16"E	279.42'
L4	N33°28'59"E	184.26'
L5	N36°29'06"W	59.12'
L6	N56°29'06"W	43.95'
L7	N56°29'06"W	100.05'
L8	N56°29'06"W	6.20'
L9	N41°11'30"E	25.23'
L10	S56°29'06"E	5.58'

NOTE: THIS EXHIBIT DOES NOT CONSTITUTE A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO ILLUSTRATE THE ATTACHED LEGAL DESCRIPTION.



LEGEND

= INDICATES AREA OF LEGAL DESCRIPTION

CAD 20395-PERM EASE 2001-0108933.dwg

MOLLENHAUER GROUP CIVIL ENGINEERING SURVEYING+MAPPING LAND DEVELOPMENT	EXHIBIT "B" PERMANENT EASEMENT IN 2001-0108933	PREPARED FOR: CALLEGUAS MUNICIPAL WATER DISTRICT	DATE: 02-01-2011 JOB # LA20356 DRAWN M.J.F. SCALE 1"= 200' SHEET 3 OF 3

EXHIBIT B PAGE 6 OF 6

EXHIBIT "A"

LEGAL DESCRIPTION FOR
TEMPORARY EASEMENT IN 2001-0156099-NORTHEAST

THAT PORTION OF LOT 5 OF THE RANCHO CALLEGUAS, IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 11, PAGE 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED IN THE DEED RECORDED AUGUST 9, 2001 AS DOCUMENT NO. 2001-0156099 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT, SAID POINT BEING THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHEASTERLY LINE OF SAID DEED DESCRIBED AS " 2ND: NORTHEASTERLY 675 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL A", SAID POINT ALSO BEING A CORNER OF PARCEL 1 OF PARCEL MAP L.D. 346, IN SAID CITY AND COUNTY, PER MAP FILED IN BOOK 56 PAGES 32 THROUGH 35, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID CORNER BEING THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING AND DISTANCE SHOWN AS " SOUTH 32°34'51" WEST 258.15' " ON THE NORTHWESTERLY BOUNDARY OF SAID PARCEL 1, SAID SOUTHEASTERLY LINE BEING COINCIDENT WITH SAID NORTHWESTERLY LINE AND ITS SOUTHWESTERLY PROLONGATION, THENCE, ALONG SAID LINES ON A DIFFERENT BASIS OF BEARINGS, SOUTH 33°32'04" WEST 287.79 FEET;

THENCE, DEPARTING SAID LINE, ALONG THE FOLLOWING FIVE (5) COURSES:

1. THENCE NORTH 10°12'21" WEST 11.57 FEET;

2. THENCE NORTH 33°32'16" EAST 279.42 FEET;

3. THENCE NORTH 33°28'59" EAST 184.26 FEET;

4. THENCE NORTH 36°29'06" WEST 59.12 FEET;

5. THENCE NORTH 56°29'06" WEST 43.95 FEET TO A POINT, SAID POINT LYING ON THE SOUTHEASTERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, 100.00 FEET WIDE, AS SHOWN ON SAID PARCEL MAP, AND ALSO ON THE NORTHWESTERLY BOUNDARY OF SAID DEED, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5679.65 FEET, A LINE RADIAL TO SAID BEGINNING BEARS NORTH 54°51'25" WEST;

THENCE, ALONG THE SOUTHEASTERLY BOUNDARY OF SAID RIGHT-OF-WAY AND THE NORTHWESTERLY BOUNDARY OF SAID DEED, NORTHEASTERLY THROUGH A

CENTRAL ANGLE OF 00°15'08" AN ARC LENGTH OF 25.01 FEET TO THE **POINT OF BEGINNING;**

THENCE, CONTINUING NORTHEASTERLY ALONG SAID CURVE, ALONG SAID BOUNDARY AND RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 00°08'10" AN ARC LENGTH OF 13.50 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN SAID DEED RECORDED IN DOCUMENT NO. 2001-0156099 OF OFFICIAL RECORDS;

THENCE, ALONG SAID LINE SOUTH 54°22'03" EAST 123.34 FEET;

THENCE, DEPARTING SAID LINE, ALONG THE FOLLOWING THREE (3) COURSES:

1. THENCE SOUTH 33°28'59" WEST 36.65 FEET;

2. THENCE NORTH 36°29'06" WEST 81.02 FEET;

3. THENCE NORTH 56°29'06" WEST 47.60 FEET TO THE **POINT OF BEGINNING.**

CONTAINS 0.056 ACRES, OR 2,441 SQUARE FEET, MORE OR LESS.

THE EXHIBIT ON SHEET 3 OF 3 IS INCLUDED HEREIN AND MADE A PART HEREOF.

LICENSED LAND SURVEYOR
MARK J. FARESTVEIT
LS 7613
STATE OF CALIFORNIA

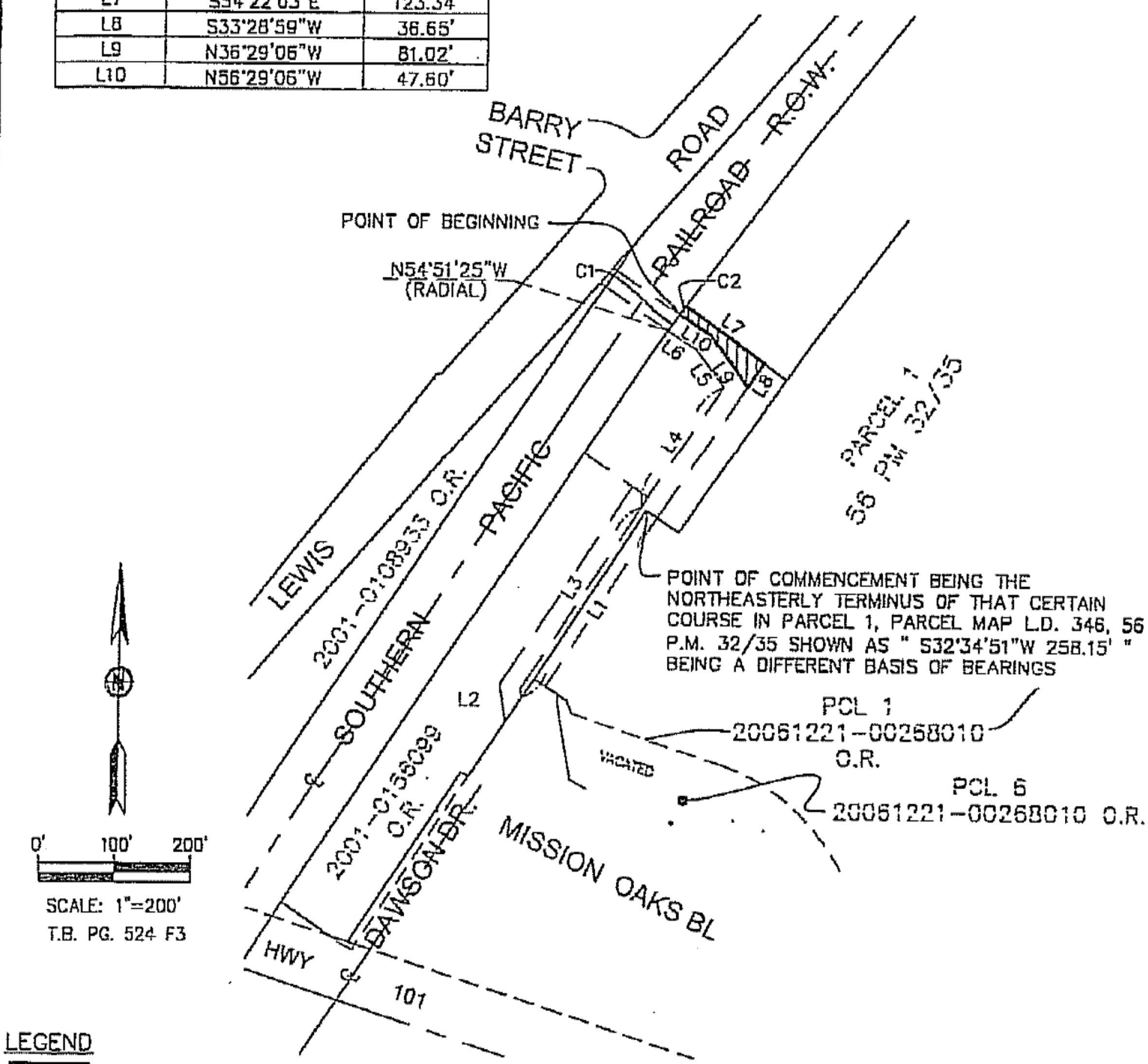
Mark J Farestveit 02-01-2011

MARK J FARESTVEIT
CALIFORNIA LICENSED PROFESSIONAL LAND SURVEYOR, PLS 7613
FOR AND ON BEHALF OF THE MOLLENHAUER GROUP

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	00°15'08"	5679.65	25.01'
C2	00°08'10"	5679.65	13.50'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S33°32'04"W	287.79'
L2	N10°12'21"W	11.57'
L3	N33°32'16"E	279.42'
L4	N33°28'59"E	184.26'
L5	N36°29'06"W	59.12'
L6	N56°29'06"W	43.95'
L7	S54°22'03"E	123.34'
L8	S33°28'59"W	36.65'
L9	N36°29'06"W	81.02'
L10	N56°29'06"W	47.60'

NOTE: THIS EXHIBIT DOES NOT CONSTITUTE A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO ILLUSTRATE THE ATTACHED LEGAL DESCRIPTION.



LEGEND

= INDICATES AREA OF LEGAL DESCRIPTION

EXHIBIT C PAGE 3 OF 9

CAD 20396-TEMP 2001-0156099-NE.dwg

MOLLENHAUER GROUP
310 W. 2ND STREET
LOS ANGELES, CA 90012
213 624 2661 TEL
213 614 1863 FAX
CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

EXHIBIT "B"
TEMPORARY EASEMENT IN 2001-0156099 NORTHEAST

PREPARED FOR:

CALLEGUAS MUNICIPAL WATER DISTRICT

DATE:	02-01-2011
JOB #	LA20396
DRAWN	M.J.F.
SCALE	1"= 200'
SHEET	3 OF 3

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EXHIBIT "A"

LEGAL DESCRIPTION FOR TEMPORARY EASEMENT IN 2001-0156099- NORTHWEST

THAT PORTION OF LOT 5 OF THE RANCHO CALLEGUAS, IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 11, PAGE 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED IN THE DEED RECORDED AUGUST 9, 2001 AS DOCUMENT NO. 2001-0156099 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT, SAID POINT BEING THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHEASTERLY LINE OF SAID DEED DESCRIBED AS " 2ND: NORTHEASTERLY 675 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL A", SAID POINT ALSO BEING A CORNER OF PARCEL 1 OF PARCEL MAP L.D. 346, IN SAID CITY AND COUNTY, PER MAP FILED IN BOOK 56 PAGES 32 THROUGH 35, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID CORNER BEING THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING AND DISTANCE SHOWN AS " SOUTH 32°34'51" WEST 258.15' " ON THE NORTHWESTERLY BOUNDARY OF SAID PARCEL 1, SAID SOUTHEASTERLY LINE BEING COINCIDENT WITH SAID NORTHWESTERLY LINE AND ITS SOUTHWESTERLY PROLONGATION, THENCE, ALONG SAID LINES ON A DIFFERENT BASIS OF BEARINGS, SOUTH 33°32'04" WEST 287.79 FEET;

THENCE, DEPARTING SAID LINE, ALONG THE FOLLOWING THREE (3) COURSES:

1. THENCE NORTH 10°12'21" WEST 11.57 FEET;

2. THENCE NORTH 33°32'16" EAST 279.42 FEET;

3. THENCE NORTH 33°28'59" EAST 14.48 FEET TO THE **POINT OF BEGINNING;**

3. THENCE NORTH 33°28'59" EAST 169.78 FEET;

4. THENCE NORTH 36°29'06" WEST 59.12 FEET;

5. THENCE NORTH 56°29'06" WEST 43.95 FEET TO A POINT, SAID POINT LYING ON THE SOUTHEASTERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, 100.00 FEET WIDE, AS SHOWN ON SAID PARCEL MAP, AND ALSO ON THE NORTHWESTERLY BOUNDARY OF SAID DEED, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5679.65 FEET, A LINE RADIAL TO SAID BEGINNING BEARS NORTH 54°51'25" WEST;

THENCE, ALONG THE SOUTHEASTERLY BOUNDARY OF SAID RIGHT-OF-WAY AND THE NORTHWESTERLY BOUNDARY OF SAID DEED, THE FOLLOWING FOUR (4) COURSES:

1. THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°09'31" AN ARC LENGTH OF 114.85 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 7,589.45 FEET ;

2. THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°13'30" AN ARC LENGTH OF 29.80 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 11,409.17 FEET;

3. THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°09'00" AN ARC LENGTH OF 29.87 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 22,868.32 FEET;

4. THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°02'20" AN ARC LENGTH OF 15.50 FEET;

THENCE, DEPARTING SAID BOUNDARY, SOUTH 56°29'06" EAST 102.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINS 0.429 ACRES, OR 18,668 SQUARE FEET, MORE OR LESS.

THE EXHIBIT ON SHEET 3 OF 3 IS INCLUDED HEREIN AND MADE A PART HEREOF.

LICENSED LAND SURVEYOR
MARK J. FARESTVEIT
LS 7613
STATE OF CALIFORNIA

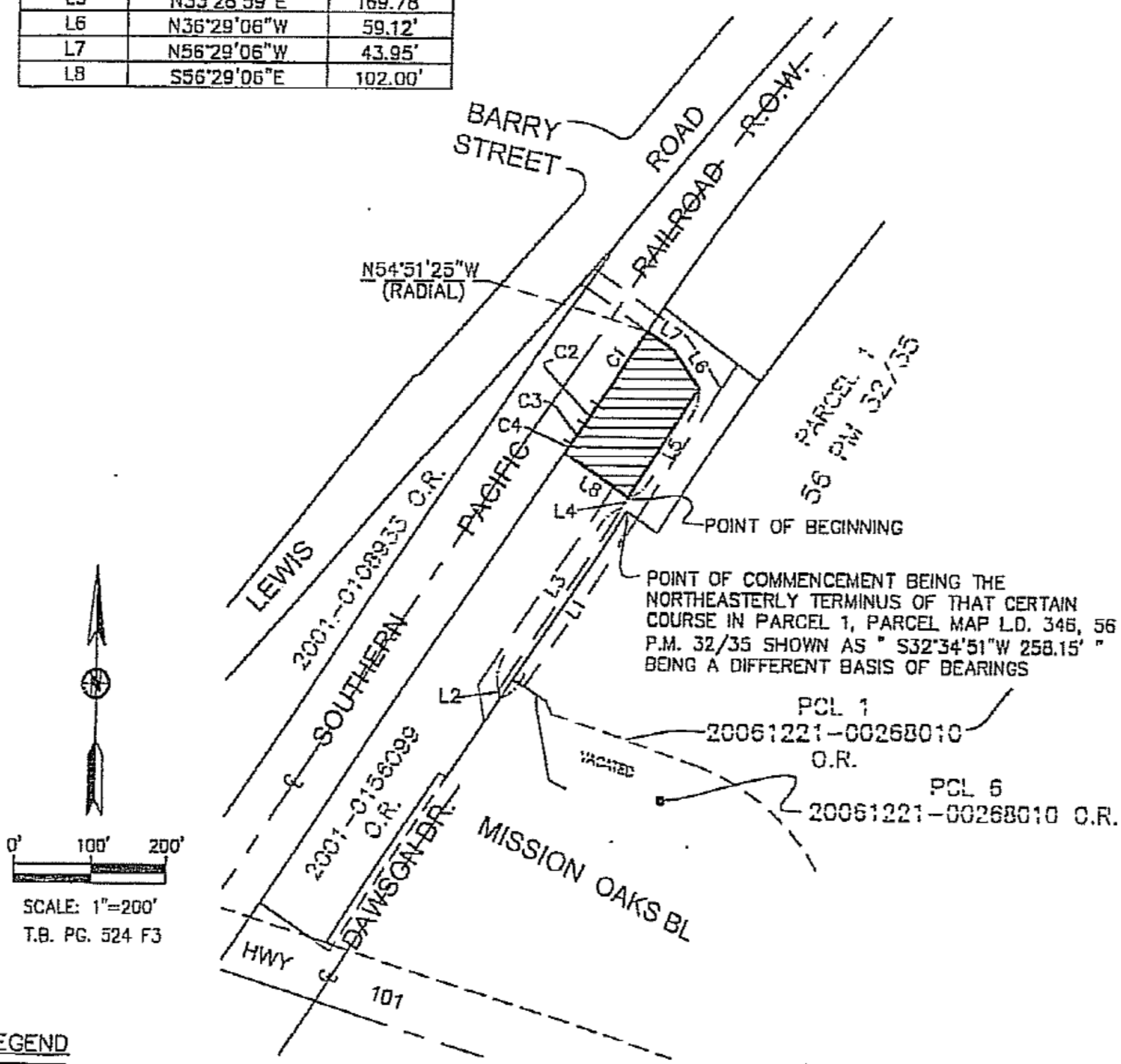
Mark J. Farestveit 02-01-2011

MARK J. FARESTVEIT
CALIFORNIA LICENSED PROFESSIONAL LAND SURVEYOR, PLS 7613
FOR AND ON BEHALF OF THE MOLLENHAUER GROUP

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	01°09'31"	5679.65	114.85'
C2	00°13'30"	7589.45	29.80'
C3	00°09'00"	11409.17	29.87'
C4	00°02'20"	22868.32	15.50'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S33°32'04"W	287.79'
L2	N10°12'21"W	11.57'
L3	N33°32'16"E	279.42'
L4	N33°28'59"E	14.48'
L5	N33°28'59"E	169.78'
L6	N36°29'06"W	59.12'
L7	N56°29'06"W	43.95'
L8	S56°29'06"E	102.00'

NOTE: THIS EXHIBIT DOES NOT CONSTITUTE A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO ILLUSTRATE THE ATTACHED LEGAL DESCRIPTION.



LEGEND

= INDICATES AREA OF LEGAL DESCRIPTION

EXHIBIT C PAGE 6 OF 9

CAD 20396-TEMP-2001-0156099-NW.dwg

MOLLENHAUER GROUP
316 W. 2ND STREET
LOS ANGELES, CA 90012
213 624 2661 TEL
213 614 1863 FAX
CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

EXHIBIT "B"
TEMPORARY
EASEMENT IN
2001-0156099
NORTHWEST

PREPARED FOR:
CALLEGUAS MUNICIPAL WATER DISTRICT

DATE:	02-01-2011
JOB #	LA20396
DRAWN	M.J.F.
SCALE	1"= 200'
SHEET	3 OF 3

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EXHIBIT "A"

LEGAL DESCRIPTION FOR TEMPORARY EASEMENT IN 2001-0156099- SOUTHEAST

THAT PORTION OF LOT 5 OF THE RANCHO CALLEGUAS, IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 11, PAGE 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED IN THE DEED RECORDED AUGUST 9, 2001 AS DOCUMENT NO. 2001-0156099 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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THENCE, DEPARTING SAID LINE, ALONG THE FOLLOWING SIX (6) COURSES:

1. THENCE NORTH 10°12'21" WEST 11.57 FEET;

2. THENCE NORTH 33°32'16" EAST 279.42 FEET;

3. THENCE NORTH 33°28'59" EAST 14.48 FEET;

4. THENCE NORTH 56°29'06" WEST 24.99 FEET;

5. THENCE SOUTH 33°32'16" WEST 303.93 FEET;

6. THENCE SOUTH 10°12'21" EAST 47.73 FEET;

THENCE, ALONG THE SOUTHEASTERLY LINE OF SAID DOCUMENT NO. 2001-0156099 OF OFFICIAL RECORDS, NORTH 33°32'04" EAST 36.16 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 0.189 ACRES, OR 8,214 SQUARE FEET, MORE OR LESS.

TEMPORARY EASEMENT 2001-0156099-SOUTHEAST
CONTINUED

THE EXHIBIT ON SHEET 3 OF 3 IS INCLUDED HEREIN AND MADE A PART HEREOF.

LICENSED LAND SURVEYOR
MARK J. FARESTVEIT
LS 7613
STATE OF CALIFORNIA

Mark J. Farestveit 02-01-2011
MARK J. FARESTVEIT
CALIFORNIA LICENSED PROFESSIONAL LAND SURVEYOR, PLS 7613
FOR AND ON BEHALF OF THE MOLLENHAUER GROUP

LINE TABLE		
LINE	BEARING	LENGTH
L1	S33°32'04"W	287.79'
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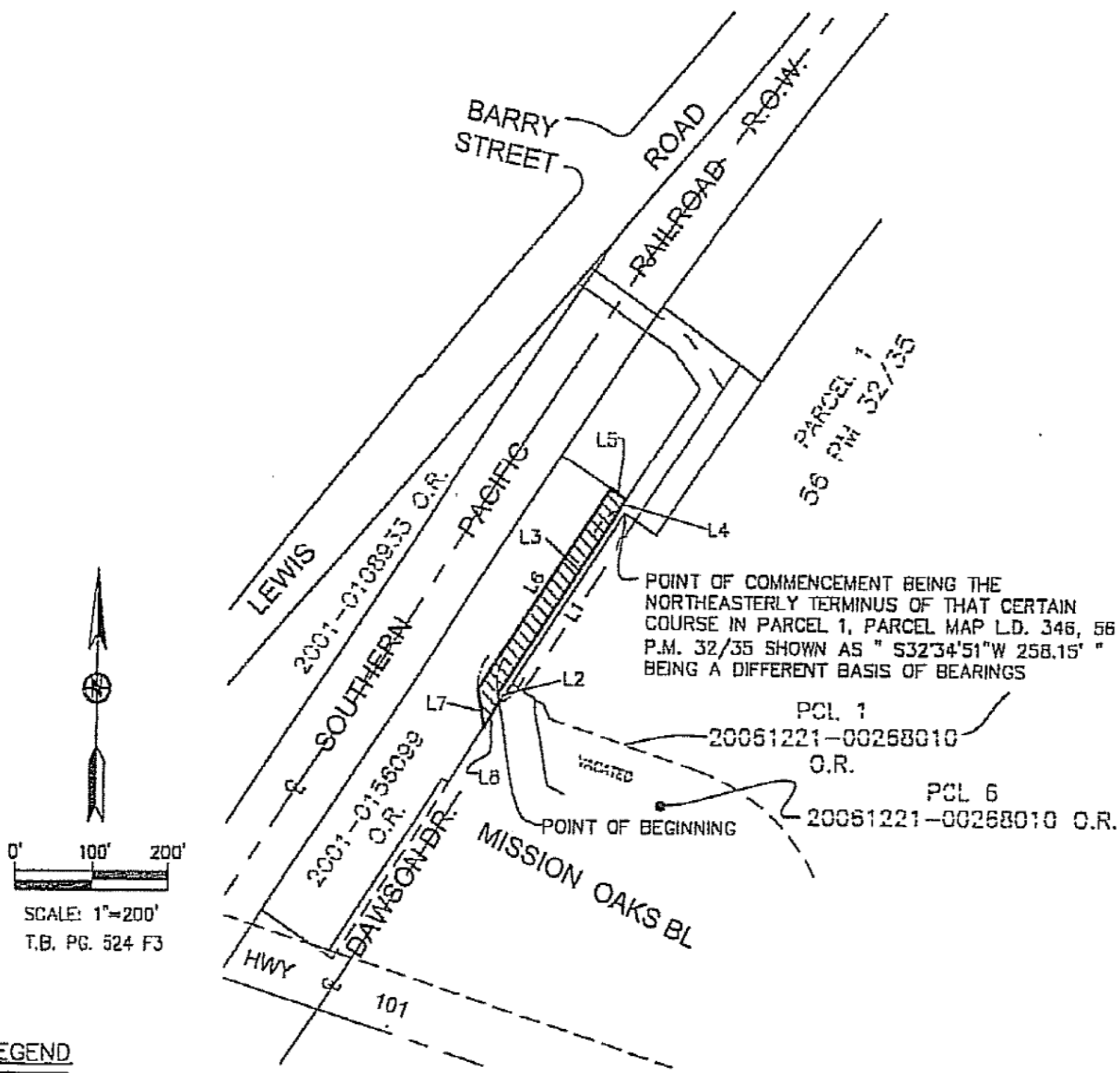
L3	N33°32'16"E	279.42'
L4	N33°28'59"E	14.48'
L5	N56°29'06"W	24.99'
L6	S33°32'16"W	303.93'
L7	S10°12'21"E	47.73'
L8	N33°32'04"E	36.16'

NOTE: THIS EXHIBIT DOES NOT CONSTITUTE A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO ILLUSTRATE THE ATTACHED LEGAL DESCRIPTION.



LEGEND

= INDICATES AREA OF LEGAL DESCRIPTION

EXHIBIT C PAGE 9 OF 9

CAD 20396-TEMP 2001-0156099-SE.dwg

MOLLENHAUER GROUP
316 W. 2ND STREET
LOS ANGELES, CA 90012
213 624 2661 TEL
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CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

EXHIBIT "B"
TEMPORARY EASEMENT IN 2001-0156099 SOUTHEAST

PREPARED FOR:
CALLEGUAS MUNICIPAL WATER DISTRICT

DATE:	02-01-2011
JOB #	LA20396
DRAWN	M.J.F.
SCALE	1"= 200'
SHEET	3 OF 3

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Item #12

July 8, 2011

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **DARREN M. KETTLE, EXECUTIVE DIRECTOR**

SUBJECT: **RESOLUTION OF INTENT TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS) AND THE VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC) ADDING TWO YEARS OF ADDITIONAL SERVICE CREDIT**

RECOMMENDATION:

- Adopt Resolution of Intent to Approve an Amendment to the Contract Between the Board of Administration of the California Public Employees' Retirement System and the Ventura County Transportation Commission, Adding Two Years of Additional Service Credit, under Government Code Section 20903, in which this retirement contract amendment authorizes two additional years of service credit to certain eligible employee classifications that may elect to take the retirement incentive. At the June Commission meeting, the Commission approved setting aside funds from the fiscal year 2010/11 budget for this amendment.

BACKGROUND:

Fiscal Year 2011/12's budget is considerably less than in previous years. The Ventura County Transportation Commission has 17 regular employees working in all Commission functions, 1 annuitant working on special projects, and various consultants assigned to specific functions/projects. Of the 17 regular employees, one is responsible for Capital Projects, SAFE (Call Box Program) , monitoring and oversight of some roadway and highway improvement projects; manage the design and construction of Agency projects; and provide engineering analysis for rail line technical issues. In fiscal year 2011/12, no major new developments will occur in the Capital Projects area and none are projected in the foreseeable future. VCTC has one full time director-level employee assigned to Capital Project duties, with less than about a 17% workload anticipated for fiscal year 2011/12. Given that limited workload, a workforce adjustment was deemed necessary eliminating one position in FY 2011/12.

The Commission is a member of the California Public Employees' Retirement System. The retirement plan has optional amendments as defined in the Government Code, Section 20903 that provides a means to offer a retirement incentive to employees during times of overall workforce reduction or changes in the manner of doing business. This optional amendment is commonly referred to as a "Golden Handshake" and provides two years of service credit to eligible employees.

CalPERS does have conditions for the service credit program such as the governing body authorizing additional service is due to Impending mandatory transfers, demotions, or layoffs that constitute at least one percent of the designated job classifications resulting from a curtailment or a change in the manner of service.

Other CalPERS conditions are:

- Any vacancies created by retirement under this section, shall remain unfilled; thereby resulting in an overall reduction in the work force.
- All members electing the additional service credit must be age 50 or older at the time of retirement.
- Each member must have at least five years of service credit under the CalPERS system.
- Each member electing a Golden Handshake may not receive unemployment insurance payments during the two years following the Golden Handshake adoption.

CalPERS requires any agency offering a service credit program to select an election time period. The period in which eligible staff may elect to retire under this provision is no sooner than September 20, 2011 and no later than December 20, 2011 (a 90-day period, the minimum period for this allowed by CalPERS). Staff has ascertained that the one member in the Capital Projects area is eligible to take additional service credit for the purposes of an early retirement.

In order to amend its current contract, CalPERS requires the Commission to complete the following:

1. July 8, 2011: Certify the governing body has determined that a change in the manner of performing business is in the best interest of the agency, and by granting such additional service credit, the Commission is able to reorganize effectively by its choice to change.
2. July 8, 2011: Certify that the governing body is electing to the provision of Section 20903.
3. July 8, 2011: Adopt the Resolution of Intention.
4. August 25, 2011: Make public the future costs of the proposed contract amendment at least two weeks prior to the adoption of the final resolution (Costs were calculated using CalPERS formula requirements and notice is being provided of more than two weeks by this agenda item).
5. September 9, 2011: Adopt the Final Resolution.
6. September 10, 2011: Complete the Certification of Governing Body's Action.
7. September 19, 2011: Effective date of Agency action.
8. September 20, 2011: First day employee may retire.

FISCAL IMPACT

The costs for this Golden Handshake program are a one-time expense of approximately $45,000 and the Commission will see a savings of approximately $106,000 in the first year, and approximately $178,000 in subsequent years. The employee's one-time costs for this provision are approximately $13,500. Funds have been set aside to pay for this amendment from the 2010/11 fiscal year budget.

Attachments

RESOLUTION OF INTENTION

TO APPROVE AN AMENDMENT TO CONTRACT

BETWEEN THE

BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

AND THE

BOARD OF COMMISSIONERS
VENTURA COUNTY TRANSPORTATION COMMISSION

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20903 (Two Years Additional Service Credit) for local miscellaneous members.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By:______________________________
Presiding Officer

____
Title

____
Date adopted and approved

(Amendment)
CON-302 (Rev. 4/96)

CalPERS

EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Commissioners
Ventura County Transportation Commission

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective February 1, 1973, and witnessed January 4, 1973, and as amended effective August 1, 1983 and September 16, 2004 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 11 are hereby stricken from said contract as executed effective September 16, 2004, and hereby replaced by the following paragraphs numbered 1 through 12 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 60 for local miscellaneous members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after February 1, 1973 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:

   (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.

   (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.

   (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

   (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.

   (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.

   (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.

   (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

   a. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

   a. **SAFETY EMPLOYEES.**

6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full).

7. Public Agency elected and elects to be subject to the following optional provisions:

   a. Section 20042 (One-Year Final Compensation).

   b. Section 20903 (Two Years Additional Service Credit).

8. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on August 1, 1983. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.

9. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.

10. Public Agency shall also contribute to said Retirement System as follows:

    a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

    b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

11. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

12. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _______________, ______.

BOARD OF ADMINISTRATION PUBLIC EMPLOYEES' RETIREMENT SYSTEM	BOARD OF COMMISSIONERS VENTURA COUNTY TRANSPORTATION COMMISSION
BY______________________________ DARRYL WATSON, CHIEF CUSTOMER ACCOUNT SERVICES DIVISION PUBLIC EMPLOYEES' RETIREMENT SYSTEM	BY______________________________ PRESIDING OFFICER
	______________________________ Witness Date
	Attest: ______________________________ Clerk

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
Actuarial and Employer Services Branch
Public Agency Contract Services
P.O. Box 942709
Sacramento, CA 94229-2709
(888) CalPERS (225-7377)

CERTIFICATION OF GOVERNING BODY'S ACTION

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the

____ of the
(governing body)

____
(public agency)

on ____________________.
(date)

____
Clerk/Secretary

____
Title

PERS-CON-12 (rev. 1/96)

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
Actuarial and Employer Services Branch
Public Agency Contract Services
P.O. Box 942709
Sacramento, CA 94229-2709
(888) CalPERS (225-7377)

CERTIFICATION OF COMPLIANCE WITH GOVERNMENT CODE SECTION 7507

I hereby certify that in accordance with Section 7507 of the Government Code the future annual costs as determined by the System Actuary for the increase/change in retirement benefit(s) have been made public at a public meeting of the

____ of the
(governing body)

____
(public agency)

on ____________________ which is at least two weeks prior to the adoption of the
(date)

Resolution / Ordinance.

Adoption of the retirement benefit increase/change will not be placed on the consent calendar.

____
Clerk/Secretary

____
Title

Date ____________________

PERS-CON-12A (rev. 1/96)

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
Actuarial and Employer Services Branch
Public Agency Contract Services
P.O. Box 942709
Sacramento, CA 94229-2709
(888) CalPERS (225-7377)

CERTIFICATION OF COMPLIANCE WITH GOVERNMENT CODE SECTION 20903

In accordance with Government Code Section 20903 and the contract between the Public Employees' Retirement System, the Board of Commissioners of the Ventura County Transportation Commission hereby certifies that:

1. Because of an impending curtailment of, or change in the manner of performing service, the best interests of the agency will be served by granting such additional service credit.

2. The added cost to the retirement fund for all eligible employees who retire during the designated window period will be included in the contracting agency's employer contribution rate for the fiscal year that begins two years after the end of the designated period.

3. It has elected to become subject to Section 20903 because of impending mandatory transfers, demotions, and layoffs that constitute at least 1 percent of the job classification, department or organizational unit, as designated by the governing body, resulting from the curtailment of, or change in the manner of performing, its services.

4. Its intention at the time Section 20903 becomes operative is to keep all vacancies created by retirements under this section or at least one vacancy in any position in any department or other organizational unit permanently unfilled thereby resulting in an overall reduction in the work force of such department or organizational unit.

THEREFORE, the Board of Commissioners of the Ventura County Transportation Commission hereby elects to provide the benefits of Government Code Section 20903 to all eligible members who retire within the designated period,
____________________ through ____________________.

BOARD OF COMMISSIONERS
OF THE
VENTURA COUNTY TRANSPORTATION
COMMISSION

By: ______________________________
Presiding Officer

Attest:

____
Clerk/Secretary

____
Date

2yr certification-PA (Rev. 4/04)

Item # 13

July 9, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: VICTOR KAMHI, BUS TRANSIT DIRECTOR

SUBJECT: HERITAGE VALLEY SUSTAINABLE TRANSIT PLAN

RECOMMENDATION:

- Approve a contract with Moore and Associates not to exceed $67,800 for preparation of a sustainable Heritage Valley Transit Plan.

DISCUSSION:

In January 2010, the VCTC authorized submittal of a Community-Based Transportation Planning grant to Caltrans for $60,000, matched with $7,800 in carryover from VCTC's apportionment of State Transit Assistance funds. This grant request was to prepare a plan to provide community transit services in the Heritage Valley which will both meet the community needs and is fiscally sustainable. The grant was approved by Caltrans, and in January 2011, the VCTC executed a Memorandum of Understanding with the Southern California Association of Governments (SCAG), as the agency administering the Caltrans grant under the Federal Transit Administration Section 5304 Statewide Planning Grant program.

In November, 2010, the Commission authorized release of a Request for Proposals (RFP) to prepare a sustainable Heritage Valley Transit Plan, pending authorization by Caltrans and the Southern California Association of Governments. The commission also appointed a sustainable Heritage Valley Transit Plan Steering Committee consisting of the VCTC representatives from the Cities of Fillmore and Santa Paula, and the Ventura County Third Supervisorial District, and amended the VCTC 2010 budget in the amount of $67,800, equal to the grant amount plus the required local match.

The VCTC released a Request for Proposals in May, and received three qualified proposals from:

- AMMA (in association with Dan Boyle and Associates and Transportation Planning and Policy)
- Diversified Transportation Solutions (in association with Evan Brooks Associates and Jeremy Bailey Consulting)
- Moore & Associates

An interview panel consisting of a representative of the County, the City of Santa Paula, and the VCTC, and an observer from SCAG, reviewed the three proposals and interviewed all three proposers. All three proposals provided teams and approaches which were highly qualified and very acceptable. The costs were virtually identical and targeted to the funding available (Moore $67,742; Diversified $66,807, and AMMA $66,956).

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

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

Based on the unanimous recommendation of the interview panel, staff is recommending that the Commission enter into a contract not to exceed $67,800 for preparation of a sustainable Heritage Valley Transit Plan with Moore and Associates.

CONTRACT
VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC)
Heritage Valley Transit Study

This is a CONTRACT by and between the **Ventura County Transportation Commission (VCTC)**, herein referred to as "VCTC" and **Moore & Associates,** hereinafter referred to as "CONTRACTOR".

VCTC AND CONTRACTOR, for the consideration stated herein, agree as follows:

1. **STATEMENT OF CONTRACT:**

VCTC herein engages CONTRACTOR and CONTRACTOR hereby accepts such engagement, to perform the services on the terms and conditions herein described and for the compensation provided, all as set forth in this Contract. CONTRACTOR hereby warrants that it has the qualifications, experience and facilities to properly perform said services and hereby agrees to undertake and complete the performance thereof for the professional services as an independent contractor.

2. **DESCRIPTION OF SERVICES:**

A. *The services (the "Heritage Valley Transit Study") to be performed are those set forth in the CONTRACTOR'S Proposal to Develop a Heritage Valley Transit Study for the Ventura County Transportation Commission submitted on June 6, 2011 and incorporated herein (Exhibit B). The scope of work is subject to refinement as part of Task 1.*

B. KEY PERSONNEL – Jim Moore, Michael Eshleman, and Jose Perez are considered essential to the work being performed under this Agreement; substitution for these individual will not be made without the prior written consent of VCTC.

3. **PAYMENT FOR SERVICES:**

Subject to the general direction of VCTC, Moore & Associates shall commence work on the services to be performed upon written authorization of the VCTC to proceed. All services shall be completed in accordance with the Scope of Work in Attachment A to this Agreement.

CONTRACTOR shall be compensated for the Heritage Valley Transit Study provided pursuant to this Contract (including the Proposal). The total compensation payable to CONTRACTOR shall not exceed $67,800 for the life of this contract. Compensation shall under no circumstance be increased except by written amendment of this Contract. CONTRACTOR may bill VCTC on a task completion basis. CONTRACTOR shall be paid within thirty (30) days of the presentation of each invoice.

4. **PERIOD OF CONTRACT:**

CONTRACTOR shall commence work upon execution of this Contract upon receipt of notice to proceed from VCTC and the work shall be carried out as described unless changed in writing and agreed to by VCTC and CONTRACTOR.

This fixed-price Contract provides for a seven month project schedule for the Heritage Valley Transit Study as proposed, subject to possible time extensions if mutually agreed upon by the VCTC and CONTRACTOR.

5. **VCTC DESIGNEE**

The Executive Director of VCTC, or designee, shall have the authority to act for and exercise any rights of VCTC as set forth in this Agreement.

6. **GENERAL PROVISIONS:**

A. **Assignment:** CONTRACTOR may not assign its rights under this contract nor delegate the performance of its duties without VCTC's prior written consent.

B. **Indemnification:** Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful actions or omissions of the other party's employees, agents or contractors in the performance of the Contract and each party shall indemnify, defend or hold harmless the other party from such damages for liability.

C. **Attorney's Fees:** In any action, including ADR pursuant to section 6.D. (below), brought to declare the rights granted herein to enforce any of the terms of the Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs in an amount determined by the court or the arbitrator, as the case may be.

D. **Alternative Dispute Resolution:** The parties hereto agree that all legal disputes relative to this Contract between the parties shall be resolved by Alternative Dispute Resolution, consisting of binding or nonbinding arbitration or mediation as agreed to by the parties. Failure to cooperate and participate in ADR before proceeding in a court of law negates that party's right to attorney fees and costs pursuant to section 6.C. (above).

E. **Interest of the CONTRACTOR:** CONTRACTOR confirms that it presently has no interest and shall not have any interest, direct or indirect, which conflicts in any manner with the performance of the services contemplated by this Contract. No person having such interest shall be employed by or associated with CONTRACTOR.

F. **Ownership of Documents:** It is understood and agreed that VCTC shall own all documents, including audio and visual images, except CONTRACTOR's notes and work papers, which pertain to the work performed under this Contract.

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of VCTC. Copies may be made for CONTRACTOR'S records but shall not be furnished to others without prior written authorization from VCTC. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by VCTC.

No copies, sketches, computer graphics or graphs, are to be released by CONTRACTOR to any other person or agency except after prior written approval by VCTC, except as necessary for the performance of services under this Agreement.

G. **Notice:**

1. All notices to VCTC under this Contract shall be in writing and sent to:

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

2. All notices to CONTRACTOR under this Contract shall be in writing and sent to:

Jim Moore
Moore & Associates
28159 Avenue Stanford
Suite 110
Valencia, CA 91355-1106

H. **Independent Contractor:** There is no employer/employee relationship between the parties. CONTRACTOR is and at all times shall remain as to VCTC a wholly independent contractor. Neither VCTC nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of VCTC.

I. **Entire Contract:** This Contract supersedes any and all other written or oral contracts between the parties. Each party to this Contract acknowledges that no representations, inducements, promises, or contracts, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein.

J. **Revisions:** This Contract may not be altered, amended, or modified except by a written instrument signed by the duly authorized representative of both parties.

K. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of California and the United States of America.

L. **Failure to Perform:** All terms, provisions, and specifications of this Contract are material and binding and failure to perform any provision of this Contract shall be considered a breach of this Contract. In the event of a breach, the party asserting the breach shall give the breaching party notice of the nature of the breach and describe a proposed resolution. Should the responding party fail to cure such breach within ten (10) working days, the party asserting the breach may terminate this Contract and charge resulting costs to the breaching party.

M. **Records and Audits:** The CONTRACTOR shall maintain accounts and records, including personal, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by VCTC and will retain them in compliance with section 7.L. (below).

N. **Representation:** Each party represents to the other party that this Contract has been executed by a duly authorized representative of the signing party.

O. **Insurance**: CONTRACTOR shall procure and maintain insurance coverage during the entire term of this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. With respect to performance of work under this Contract, CONTRACTOR shall maintain insurance as described below from the time work first commenced until completion of the work. CONTRACTOR shall provide the following insurance coverage:

i. Commercial Liability Insurance with a combined single limit of not less than $1,000,000 per occurrence and $2,000,000.00 general aggregate. Such insurance shall include products/completed operations liability, and owner's and CONTRACTOR's protective, blanket contractual damage coverage. Such insurance shall (a) name VCTC, its appointed and elected officials, officers, employees and agents as insureds; and (b) be primary with respect to any insurance or self-insurance programs maintained by VCTC; and contain standard cross-liability provisions.

ii. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of $1,000,000.00 each accident.

iii. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of VCTC, its officers, directors, employees and agents.

iv. Employer's Liability with minimum limits of $1,000,000.00.

v. Professional Liability with minimum limits of $1,000,000.00 per claim.

vi. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by VCTC prior to commencement of any work. Proof of insurance coverage must be received by VCTC within ten (10) calendar days from the effective date of this Agreement with the VCTC, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by VCTC. CONTRACTOR shall provide to VCTC properly executed certificates of insurance prior to commencement of work under this Contract, which certificates shall clearly evidence all coverage required above and provide that such insurance shall not be materially changed, terminated or allowed to expire without 30 days prior written notice to VCTC.

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

7. <u>FEDERAL PROVISIONS:</u>

The CONTRACTOR is required to comply with all and any Standard Terms and Conditions required by the U.S. Department of transportation (DOT), whether or not expressly set forth in this Contract., and, if applicable, insert the following provisions in all subcontracts with Federal Transit Administration (FTA) funds as noted below. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996 as it may be amended from time to time, are hereby incorporated in this Contract reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The CONTRACTOR shall not perform any act, fail to perform any act or refuse to comply with any requests of the VCTC which would cause the VCTC to be in violation of the FTA terms and conditions.

Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract which may result in the termination of the Contract or such other remedy as the recipient deems appropriate. The CONTRACTOR certifications executed in the Proposal are incorporated herein by this reference.

A. FEDERAL CHANGES

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the grant agreements between the VCTC and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Failure by the CONTRACTOR to so comply shall constitute a material breach of this Contract. In the event any such changes significantly affect the cost or the schedule to perform the work, the CONTRACTOR shall be entitled to submit a claim for an equitable adjustment under the applicable provisions of this Contract.

B. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The VCTC and the CONTRACTOR acknowledge and agree that, notwithstanding any occurrence by the Federal Government in or approval of this solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to VCTC, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. INTEREST OF EMPLOYEES

No member officer or employee of VCTC, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

To each party’s knowledge, no VCTC Board member, officer or employee of VCTC has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than VCTC, and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1 120) of Division 4 of Title 1 of the Government Code of the State of California.

COPELAND ANTI-KICKBACK ACT. The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

D. INTEREST OF MEMBERS OF CONGRESS

No member of or delegate of the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

E. DISADVANTAGED BUSINESS PARTICIPATION

The VCTC has established a Disadvantaged Business Enterprise (DBE) Program pursuant to 49 C.F.R. Part 26, which applies to this Contract. The requirements and procedures of VCTC’s DBE Program are hereby incorporated by reference into this Contract. Failure by any party to this Contract to carry out VCTC’s DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Contract, and may be grounds for termination of this Contract, or such other appropriate administrative remedy. Each party to this Contract shall ensure that compliance with VCTC's DBE Program shall be included in any and all subcontracts entered into which arise out of or are related to this Contract.

CONTRACTOR's failure to make good faith efforts to comply with VCTC's DBE Program shall be considered a material breach of this Contract and may give rise to certain administrative penalties and proceedings, including, but not limited to, those set forth in 49 C.F.R. Part 26.107.

F. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR"), and subcontractors agree as follows:

1) **COMPLIANCE WITH REGULATIONS:**

The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (herein referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2) NONDISCRIMINATION

In accordance with Title VI of the Civil Rights act, as amended, 42 U.S.C. 200d section 3 03 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit laws at 49 U.S.C. 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

3) EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this Contract:

i. **Race, Color, Creed, National Origin, Sex** – In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 Relating to Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project for which this Contract work is being performed. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment of recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

ii. **Age** – In accordance with section 4 of the Age discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal Transit laws at 49 U.S.C. 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

iii. **Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, " Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29

CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

iv. **Immigration and Naturalization Act of 1986** – In connection with the execution of this Contract, the CONTRACTOR must comply with all aspects of the federal Immigration and Naturalization Act of 1986.

G. INCORPORATION OF PROVISIONS:

The CONTRACTOR shall take such action with respect to any subcontract or procurement as VCTC or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request VCTC, and in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

H. SUBCONTRACTS

The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

I. BUY AMERICA REQUIREMENTS

The CONTRACTOR agrees to comply with 49 U.S.C. 5323Cj) and 49 CFR Part 661, which provided that Federal Funds may not be obligated unless steel, iron, and manufactured products in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the project is subject to a general waiver listed in 49 CFR 661.7.

J. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

K. **Solicitation for Subcontractors, Including Procurement of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR’s obligations under this Contract and regulations relative to non-discrimination on the grounds of race, color or national origin.

L. **Information and Reports**: The CONTRACTOR agrees to provide VCTC, the FTA Administrator, the Comptroller General of the United States or of any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Contract for the purposes of making and conducting audits, inspections, examinations, excerpts, and transcriptions.

The CONTRACTOR also agrees, pursuant to 49 CFR 633.1.7, to provide the FTA Administrator or his or her authorized representatives, including any Project Management Oversight (PMO) contractor, access to the CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described in 49 U.S.C. 5307, 5309 or 5311. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, VCTC has made the final payment and all other related pending matters are closed, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the CONTRACTOR agrees to maintain such books, records, account and reports until the VCTC, the FTA Administrator, the Comptroller general, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

M. **Sanctions for Noncompliance**: In the event of the CONTRACTOR's noncompliance with nondiscrimination provisions of this Contract, VCTC shall impose Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONTRACTOR until the CONTRACTOR complies; and/or;

(b) cancellation, termination, or suspension of the Contract, in whole or in part.

N. **Energy Conservation**

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6321 et seq.

O. **Subcontractors' Certificate Regarding Debarment, Suspension, Ineligibility Or Voluntary Exclusion**

1) The CONTRACTOR shall include in each subcontract exceeding $100,000, regardless of tier, a clause requiring each lower tiered subcontractor to provide the certification set forth in paragraph B of this section. Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall knowingly enter into any lower tier subcontract exceeding $100,000 with a person who is disbarred, suspended or declared ineligible from obtaining federal assistance funds. If a proposed subcontractor is unable to certify to the statements in the following certification, the CONTRACTOR shall promptly notify City and provide all applicable documentation.

2) Each subcontractor with a subcontract exceeding $100,000 shall certify as follows:

Subcontractor's Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

___________________________________("subcontractor") certifies, by submission of its proposal to ____ ("CONTRACTOR"), that neither it nor its "principals" (as defined in 49 CFR 29.105(p)1 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracts by any Federal department or agency.

If subcontractor is unable to certify to the statements in the certification, subcontractor has attached a written explanation to its proposal to the CONTRACTOR.

P. **Audit and Inspection**

The CONTRACTOR agrees to permit the Secretary of the Comptroller General of the United States, or his or her authorized representative, to inspect all project work, materials, payrolls, and other data and records involving this Contract, and to audit the books, records, and accounts involving this Contract.

Q. Environmental

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 C.F.R., Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to FTA and to the EPA Assistant Administrator for Enforcement.

R. Notice of Federal Requirements

Federal laws, regulations, policies and related administrative requirements may be modified from time to time, and the changed requirements will apply to the performance of this Contract as required.

S.. Labor Provisions

(1) Overtime Requirements

No CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than that required under federal Fair Labor Standards regulations.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages and payroll taxes. In addition, such CONTRACTOR and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 CONTRACTOR shall operated under the applicable provisions of the Federal Fair Labor Standards regulations.

(3) Withholding For Unpaid Wages and Liquidated Damages

The FTA or VCTC shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages/liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

(4) Non-Construction Grants

The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, VCTC shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

(5) Subcontracts

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in Section 6 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontract. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor.

T. Integrity Certification

Unless otherwise permitted by law, any person that is debarred, suspended, or voluntarily excluded may not take part in any covered transaction, either as a participant or principal, during the period of debarment, suspension, voluntary exclusion. Accordingly, neither FTA nor its recipient (including VCTC) may enter into any transaction with such period. The CONTRACTOR shall require every third party contractor/subcontractor to complete the certification statement for itself and its principals and transmit all certifications to VCTC.

U. Lobbying Certification

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." (Exhibit A) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

8. TERMINATION:

VCTC may terminate this Contract with or without cause in whole or in part at any time after award of the Contract by providing sixty (60) days written notice to the CONTRACTOR, whenever and for any reason VCTC shall determine that such action is in its best interests. In full discharge of any obligation to the CONTRACTOR in respect to the contract and such termination, VCTC shall pay for costs and noncancelable commitments incurred prior to the date of termination and fair closeout costs. The CONTRACTOR shall take all reasonable steps to minimize termination costs. In no event, however, shall VCTC be obligated to pay the CONTRACTOR any amount in excess of the total funds committed for this project by VCTC.

9.. REMEDIES/BREACH OF CONTRACT:

VCTC may, by written notice of default to the CONTRACTOR, terminate this Contract in whole or in part if the CONTRACTOR fails to perform the VCTC Heritage Valley Transit Study as described in whole or in part, if the CONTRACTOR fails to perform the VCTC Regional Transit Study described herein within the time and in the manner specified in this Contract or any extension hereof, or fails to perform any of the other provisions of this Contract. VCTC's right to terminate this Contract may be exercised if the CONTRACTOR does not cure the condition(s) constituting default within ten (10) calendar days after receipt of written notice from VCTC specifying the failure.

IN WITNESS WHEREOF, the parties have executed this Contract on the _____ day of July, 2011.

Approved as to form:

VENTURA COUNTY TRANSPORTATION COMMISSION

By ____________________________________ By ____________________________________

Mitchel B. Kahn, General Counsel William Fulton, Chair

CONTRACTOR: Moore & Associates,

By ____________________________________ By _________________________________,

Jim Moore

Managing Partner

Exhibit A

Lobbying Certification

As required by U.S. DOT regulations, “New Restrictions on Lobbying,” at 49 CFR 20.110, I certify to the best of my knowledge and belief that for each application for federal assistance exceeding $100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of _______________________, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, I assure that Standard Form-LLL, “Disclosure Form to Report Lobbying,” would be submitted and would include all information required by the form’s instructions.

I understand that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. I also understand that any person who fails to file a required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

____
Signature & Title of Authorized Official

____
Date

SCOPE OF WORK
Heritage Valley Transit Study

Task 1: Project Startup
Following receipt of VCTC's notice to proceed, our project team will develop a comprehensive list of data necessary to effectively complete the project. Our project team will then schedule a project initiation meeting with VCTC and its project stakeholders. We will review all materials received prior to the project kickoff meeting, during which we will finalize the project scope and timeline.

Our project manager will provide VCTC with monthly progress reports summarizing project progress in addition to the technical memoranda identified as deliverables. Monthly progress memos will be presented in a task-by-task format, summarizing all work conducted since the previous memo as well as a percentage of completion of each task. In addition to monthly progress reports, we will provide VCTC with invoices indicating time spent and expenses incurred for each project task.

In addition, as a no-cost, value-added element, we will develop a project webpage for the Heritage Valley Transit Study project. We will design and maintain the project-specific webpage which can be linked to off the VCTC website as well as stakeholder websites. This webpage would be interactive in nature, and include plan findings, proposed scenarios, information about public involvement opportunities, and community comment forums.

Project staff: Jim Moore will be primarily responsible for this task.
Timeline: Ongoing

Task 2: Ongoing Community and Stakeholder Outreach
Moore & Associates firmly believes planning efforts should be community-driven. Our experience has shown transit service plans created in a vacuum lack community support at best and completely fail to meet the needs of the community at worst. In either case, the documents end up sitting on a shelf with little will or desire for implementation.

As such, we propose an objective, comprehensive community involvement strategy that leverages the skills our staff has employed before in assisting VCTC with its marketing efforts. First, we will work with VCTC's project manager to assemble a project advisory group composed of representatives from the jurisdictions involved as well as key stakeholders. The project advisory committee will provide direction, review project deliverables, and help secure support for community outreach. We foresee holding three meetings with the committee, one at the beginning of the project to discuss goals and outreach strategies, one in the middle to discuss findings, and a third near the conclusion of the project to discuss proposed recommendations.

Our second approach toward incorporating active community input will be facilitating no fewer than six focus groups either organized by specific demographic (i.e., seniors, persons with disabilities, low-income individuals, students, Latino community, etc.) or by community. Focus groups provide a forum to assess traditional ride-dependent needs at the individual level. The groups will focus on assessing awareness/use of existing services, ranking attributes of existing services, and identifying unmet transit needs. We will offer real-time Spanish interpretation/translation at each session.

Third, we propose participating in no fewer than three community-based events throughout the study area. We have found that bringing the project to the public is much more effective than holding a community meeting and requesting the public comes to us. Examples of such events in the past include community fairs, farmer's markets, etc.

Finally, we propose conducting "shoe leather" surveys of average residents throughout the study area. Given our firm's experience in working with language-isolated communities we suggest the use of more informal techniques in soliciting community and customer input. Such methods include interviews at various highly trafficked areas in the community as well as conducting a survey at stakeholder meetings and community events. We believe this approach will reach transit riders, non-riders, and the often language-isolated transit users in the study area and will require the project team to employ innovative approaches toward gaining input and building support for transit planning efforts in the study area. We anticipate collecting no fewer than 500 surveys through this continued approach.

Our recent involvement in various community-based projects for the Monterey-Salinas Transit District involved engagements wherein bilingual Moore & Associates' staff conducted candid conversational interviews with riders and non-riders at various community locations (i.e., public libraries, community centers, major commercial/shopping areas, laundromats, parks, and local events). Bilingual, postcard-sized surveys were utilized for the community intercept surveying. To ensure a sufficient rate of return, incentives were offered to those who initially declined or were hesitant to participate. The informal interviewing technique resulted in more than 500 surveys during our survey engagement, wherein 50 percent of the survey participants were Spanish-only speakers.

Given our firm's core competencies, all marketing for the proposed activities will be completed in-house. Our marketing team will prepare bilingual promotional collateral to publicize the proposed community activities and focus groups as well as provide a sample of each to VCTC's project manager for review and approval prior to distribution. We anticipate utilizing transit onboard notices, e-blasts, and website content as well as postings at community organizations, churches, schools, and social service groups.

Project Staff: Jim Moore and Jose Perez will be primarily responsible for this task.

Task 3: Develop Transit Plan

Task 3.1: Analyze Existing Transit

We anticipate three primary components to this subtask: existing conditions, a performance measurement system, and demand analysis.

Service Evaluation

Developing a clear picture of historic performance and existing conditions is a critical component of crafting sustainable solutions for enhancing transit service in the study area. We will compile an existing conditions working paper which will include the following:

- Description of each service (routes, service area, frequency, operating hours, historic audience, etc.);
- Quantitative evaluation of each service, segregated by mode (Ridership, Operating Cost/Passenger, Operating Cost/VSH, Operating Cost/VSM, Passengers/VSH, Passengers/VSM, Fare/Passenger, Farebox Recovery, etc.);
- Any TDA Article 8 "unmet need" identified across the past five years;
- Recent developments (i.e., operational, financial, political, etc.); and
- Summary of findings and recommendations from prior VCTC efforts within the corridor.

The working paper will include full narrative description of all items described above as well as tables, charts, and maps where applicable (i.e., historic program performance and route alignments/catchment areas, respectively).

Performance Measurement System

Clearly defined goals and objectives communicate vision. Collectively, they provide a means of tracking progress operationally as well as identifying service development opportunities. In practical terms, these elements provide a foundation for the Heritage Valley Transit Study. Goals for each transit program or service (community DAR, intercity bus) as they relate to service in the study area should reflect cornerstone elements such as compliance, safety, reliability, effectiveness, efficiency, and customer satisfaction. Each goal may have more than one objective. We will seek to develop goals and objectives that reflect the following:

- Achieve the overall mission, vision, and values;
- Relate the objectives to the stated goals; and
- Guide the service development process across the next five to ten years.

Demand Analysis
Moore & Associates will seek to identify actual as well as probable demand for transit service within the study area. Utilizing our firm's considerable in-house GIS capabilities, a comprehensive demographic, geographic, and socio-economic overview of the area, including growth and land-use forecasts over the next five years will be prepared. This will include analysis of transportation elements of each City's General Plan as well as analysis of Longitudinal Employer-Household Dynamics (LEHD) data. The resulting deliverable will be a summary and GIS plotting of current demographic data (i.e., baseline) as well as projections through at least 2020.

Our deliverable will include a matrix, assigning relative demand and supply levels to each geographical area, and illustrate ride-dependency on a spatial and temporal basis.

Project Staff: Jim Moore and Michael Eshleman will be primarily responsible for this task.

Task 3.2: Develop Transit Restructuring Plan
Given our firm's considerable experience conducting comprehensive transit planning efforts throughout the region, we bring particular insight into the transit challenges specific to the study area. The communities in this study vary significantly with respect to size, demographics, economic drivers, and mobility challenges. The significant distance covered by the study area can make cost-effective transit service delivery challenging. Therefore, drawing upon results of the unmet needs/prior plan concepts, focus groups, analysis of existing conditions, and our own experience in the region, our project team will develop a series of cost-effective, sustainable transit strategies for the communities in the Heritage Valley.

We will first synthesize the analysis performed in previous tasks to create a clear picture of mobility needs within the three communities. We anticipate reaching consensus with VCTC staff and project stakeholders regarding the specific structure of the alternatives. Past engagements we have organized the varying alternatives according to proposed service delivery concept. Each alternative would be designed to respond to the needs identified during prior tasks and would include a series of recommendations related to each transit operator serving the Heritage Valley. The service scenarios would range from a "Baseline" scenario – which would include recommendations aimed at maximizing the effectiveness of services within the confines of the current operating structure – to scenarios aimed at supporting the regional long-line feeder role of local operators. The scenarios will include details regarding proposed service parameters (i.e., operating hours and days, fare, frequency, vehicle type, operating/administrative structure, and service area). Where appropriate, we will utilize our in-house GIS skills to craft detailed maps of each route/service/system to help illustrate the concept. Each concept will include five-year projections for ridership, fare revenue, operating cost, vehicle service hours, vehicle service miles, and staffing.

Following creation of the various alternatives, we will develop a series of quantifiable criteria which will be used to evaluate the individual service alternatives to identify the preferred alternative. Examples of criteria Moore & Associates has used in the past to evaluate alternatives include cost of implementation, impact on quality of service, impact on community mobility, and community preference; though we will work with VCTC staff and the project advisory committee to finalize the specific evaluation criteria.

An evaluation matrix will be prepared to indicate the overall benefits and challenges of each alternative. We will then present the findings of the evaluation process to the project advisory committee for review. In reviewing the evaluation (presented as a matrix), we will request the committee review the assumptions and methodologies used to gauge performance as well as make a determination regarding a Preferred Alternative. The resulting deliverable will be a report detailing each of the alternatives and their contents as well as a thorough discussion of the evaluation process and criteria and an implementation schedule for the Preferred Alternative. It is likely the recommendation will not simply be one of the three overall alternatives studied but will include an amalgamation of each.

Project Staff: Jim Moore and Michael Eshleman will be primarily responsible for this task.

Task 3.3: Develop Funding Strategy
To support implementation of the resulting Plan, Moore & Associates will develop a five-year Financial Plan. To be successful, the Plan must be balanced and sustainable, reflecting programmed and/or reasonably projected revenues. While primarily focused on operations, this Plan will also reflect any

capital needs recommended for the proper implementation of the preferred alternative identified in Task 3.2.

Given its collective public transit experience, as well as our specific experience in Ventura County, our proposed project team brings a thorough understanding of federal, state, and local funding, both programmed and discretionary. The advantages and disadvantages of any plausible funding alternatives will be explored and presented in an easy-to-understand summary matrix. The resulting deliverable will include forecasts of operational costs and capital outlays to ensure any proposed service alternative has a sound financial basis for meeting applicable requirements.

To respond to changing economic conditions, Moore & Associates will develop financial pro forma for the status quo as well as each service alternative or recommendation. Operating and capital expenditures will be keyed to current operating policies and procedures.

Project Staff: Jim Moore and Michael Eshleman will be primarily responsible for this task.

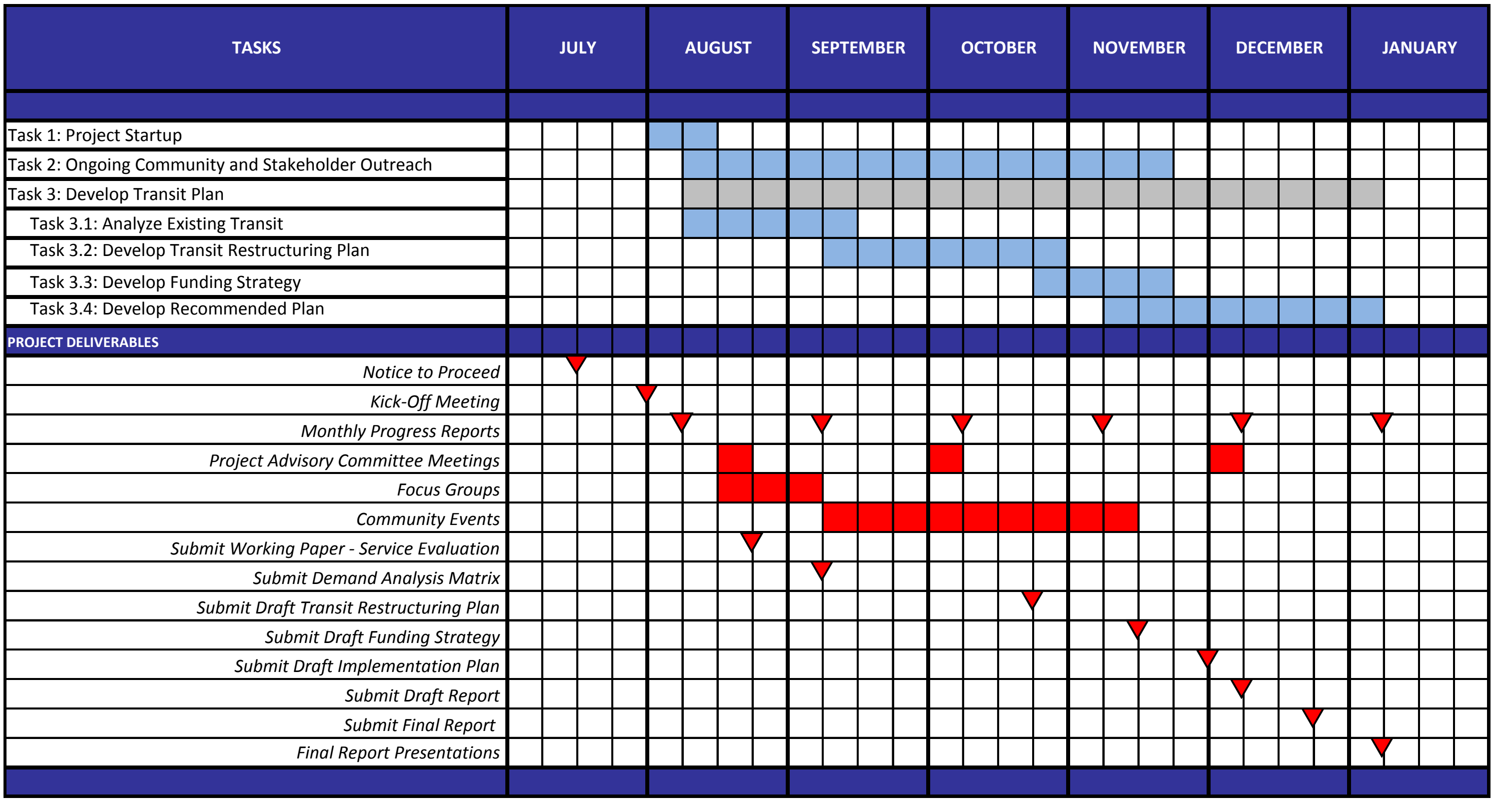
Task 3.4: Develop Recommended Plan
Upon completion of all previous tasks and evaluation of the various alternatives using the agreed-upon criteria (including cost), Moore & Associates will present the results to VCTC and project advisory committee, project stakeholders, and the community for discussion. Following the review process, our study team will revise the recommendations accordingly and create an implementation plan for the preferred restructuring scenario. The implementation plan will include a detailed timeline for build-out, operating schedules, routings, etc.

We will then combine the elements discussed in prior tasks into a cohesive report, including an executive summary, table of contents, list of exhibits, and appendices (as necessary). Moore & Associates will present the project's findings and recommendations to the Fillmore and Santa Paula city councils, County Board of Supervisors, and Ventura County Transportation Commission. The report will include the following chapters:

- Executive Summary,
- Demand Analysis,
- Service Evaluation,
- Performance Measurement System,
- Community Outreach Summary,
- Service Plan (including evaluation criteria),
- Financial Plan,
- Implementation Plan, and
- Appendices.

Project Staff: Jim Moore and Michael Eshleman will be primarily responsible for this task.

4. PROJECT SCHEDULE



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Item #14

July 8, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: GLORIA E. SOTELO, PROGRAM MANAGER - GO VENTURA TRANSIT SVCS
VICTOR KAMHI, BUS TRANSIT DIRECTOR

SUBJECT: SMARTCARD SUPPLIES BUDGET AMENDMENT

RECOMMENDATION:

- Approve sole source funding for the procurement of Smartcard bus pass card stock from Cubic Transportation Systems, Inc. in an amount not to exceed $93,750. In accordance with the Public Utilities Code (PUC) section 130237, a finding for sole sourcing requires a two-thirds vote of the Commission, with twelve affirmative votes.

- Amend the VCTC Fiscal Year 2011/2012 Smartcard Supply budget account increasing revenues and expenditures in the amount of $93,750. The funding source is $75,000 of Federal Transit Administration (FTA) grant and $18,750 of State Transit Assistance (STA) funds for the required match.

BACKGROUND:

VCTC needs to replenish the supply of Smartcard bus pass card stock. The last purchase of card stock was in 2007, current supply is running low and will run out this fiscal year. Cost of card stock has increased from previous years and is likely to continue to increase due to; expense of printing charges (front and back logos), preparation of programming of card stock and testing before cards can be delivered. Even though the grant funding was available for purchase, the budget item was not included in fiscal year 2011/2012 budget due to an oversight because of staff member responsible for preparing budget was out on medical leave. Staff has worked on negotiating pricing and updating the graphics of logos for several transit operators who have had logo changes since last print order of card stock. By purchasing card stock now VCTC can continue new card sales, replacement of Lost/Stolen/Damaged/Defective, avoid higher expensive of card purchase later and new card stock should last for a few years. Card purchase includes; acquiring the cards, programming card chip with application, printing of front VCTC logo and transit operator's logos on back of card. Staff recommends card stock be purchased in FY 2011/2012 from the unused capitol funds remaining in FY 2010/2011 FTA grant, for a total amount of $93,750.

DISCUSSION:

The purchase of new card stock is submitted to the Commission as sole source procurement without a competitive bid process since the Cubic Smartcard system is a proprietary system as well as its equipment, materials and supplies. The Public Utilities Code (PUC) governs the Commission's procurements and when the PUC was written, it did not envision some of the services or electronic applications now commonly in use. However, PUC section 130237 does allow for procurements without competitive bid for "the sole purposes of duplicating or replacing supply, equipment, or materials already in use".

Staff is therefore recommending the Commission find that sole source procurement is appropriate for the purchase of new card stock in accordance with PUC section 130237. A finding for sole sourcing requires a two thirds vote of the Commission, with twelve affirmative votes.

FUNDING:

The funds for this project are available through unused funding from Fiscal Year 2010/2011 FTA grant, the Federal Transit Administration $75,000, and State Transportation Assistance $18,750, for a total of $93,750.

Item #15

July 8, 2011

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

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

SUBJECT: **LEGISLATIVE UPDATE AND POSITIONS ON BILLS**

RECOMMENDATION:

- Adopt a Support position on AB 147 (Dickerson).
- Receive and file the state legislative report (Attachment A) and matrix (Attachment B).

BACKGROUND:

State Issues

Attachment A is the monthly report from Tim Egan, VCTC's Sacramento representative. This report summarizes the status of the State Budget.

Attachment B provides the current status of bills being tracked by VCTC. Two bills supported by VCTC have made it out of their house of origin in advance of the deadline, namely AB 892 (Carter), which would allow Caltrans to continue accepting delegation of federal environmental approval responsibility, and AB 1229 (Feuer), which authorizes the issuance of local Grant Anticipation Notes for federal funds through the California Transportation Finance Authority.

Attachment C provides an analysis of AB 147 (Dickerson), recommended for a Support position. This bill would amend the state's Subdivision Map Act to clarify that developer fees can be used to fund pedestrian, bicycle, transit, and traffic calming facilities. The bill has already passed the Assembly and is under consideration by the full Senate.

ATTACHMENT A

Capital
Representation Group

June 27, 2011

To: Ventura County Transportation Commission
Darren Kettle
Peter DeHaan

From: Tim Egan

Subject: **LEGISLATIVE REPORT**

STATE BUDGET

The Governor reached agreement yesterday with the legislative Democrats on a revised majority vote budget bill (AB 110 – SB 87). The Legislature is anticipated to act on the revised budget as early as today, June 27th, but no later than June 30, 2011.

In January, the estimated General Fund shortfall was $27.6 billion. In March, the Legislature passed legislation to address $14 billion of the shortfall, primarily spending reductions (including the re-enactment of the $1.1 billion fuel tax swap utilizing truck weight fees to pay for transportation-related bond debt, primarily Prop 1B bonds). The Legislature then adopted most of the Governor's May Revision budget proposals which relied on approximately $11 billion in additional revenues. However, after failing to gain any Republican votes needed to approve the proposed tax extensions, the Democrats then identified and moved forward to the Governor an alternative budget plan that relied heavily on further budget reductions and internal budget borrowing from special fund accounts. The Governor subsequently vetoed the budget bills SB 69 and AB 98.

Yesterday, the Governor along with Assembly Speaker Perez and Senate President Pro Tem Steinberg announced that they have reached agreement on a new majority-vote budget proposal. The proposal is contained in AB 110/SB 87 and as outlined, assumes that the state will bring in an additional $4 billion in revenues during the 2011-12 fiscal year, based primarily on higher than anticipated tax receipts. If these revenues do not materialize, then an automatic trigger would kick-in later this year to make additional cuts to programs like K-12 schools, higher education, public safety, and In-Home Supportive Services.

Since his election, Governor Brown has attempted to reach across the political aisle and work with Republicans to craft a bi-partisan budget plan. Part of this effort was to reach consensus for the extension of the temporary increase of one percentage point in the state sales tax and half percentage point increase in the vehicle license fee which, if not extended, will lapse on June 30. Recently, the Governor has suggested a "bridge" extension of the sales tax and vehicle fees subject to voter approval at a November, 2011 Special Election. For their part the Republicans led by the Senate Minority Leader Bob Dutton and Senate Caucus Chair Bob Huff have indicated they are ready to compromise and let voters decide on the Governor's tax package, but only if the tax measure is accompanied by ballot proposals for pension reform and a hard budget/spending cap. The Senate Republicans have recently pared back their demands which also included scaling back on certain environmental reforms and business regulations which were part of earlier budget proposals from the minority.

We will provide to the Executive Director an update should a final budget package be acted on prior to the Commission's July 8th meeting. In the meantime, we are available to answer any questions or provide further information that may be required.

ATTACHMENT B

VENTURA COUNTY TRANSPORTATION COMMISSION STATE LEGISLATIVE MATRIX BILL SUMMARY June 28, 2011			
BILL/AUTHOR	**SUBJECT**	**POSITION**	**STATUS**
AB 147 Dickerson	Authorizes use of developer fees for transit, pedestrian, bicycle, and traffic calming capital costs.	**Support**	Passed Assembly 49-23. Passed Senate Government & Finance Committee 6-3. In full Senate.
AB 441 Monning	Requires Regional Transportation Plans to address health effects and directs that voluntary guidelines be provided for General Plans to address health effects.	Oppose	Died in Assembly Appropriations Committee.
AB 892 Carter	Allows Caltrans to continue accepting National Environmental Policy Act delegation.	Support	Passed Senate Transportation & Housing Committee 9-0. In Senate Environmental Quality Committee.
AB 1229 Feuer	Authorizes to authorize issuance Grant Anticipation Notes through the California Transportation Financing Authority.	Support	Passed Assembly Appropriations Committee 12-0. Passed Assembly 77-0. In Senate Transportation & Housing Committee.
AB 1308 Miller	Appropriates Highway Users Tax Account (HUTA) funds to continue flowing absent an adopted State Budget.	Support	Died in Assembly Appropriations Committee.
SB 582 Emmerson	Authorizes ordinances requiring employers to offer commute benefits to employees.	Watch	Passed Senate 36-2. Passed Assembly Transportation Committee 14-0. In full Assembly.
SB 693 Dutton	Authorizes local government public/private partnerships.	Support	Died in Senate Transportation & Housing Committee.
SB 867 Padilla	Authorizes tax credit bond program for transportation projects.	Support	Died in Senate Transportation & Housing Committee.

AB 147 (DICKERSON) – USE OF DEVELOPER IMPACT FEES FOR ALTERNATE TRANSPORTATION

The state's Subdivision Map Act authorizes and sets out procedures for cities and counties to charge fees on developments to fund infrastructure investment. With regard to transportation facilities, the bill specifically authorizes the charging of fees to pay for roads and bridges. However, there is no language specifically authorizing use of developer fees to pay for other types of transportation infrastructure. Most jurisdictions have interpreted that there is sufficient legal authority to levy developer fees to pay for transportation infrastructure besides roads, but a minority of agencies will not use the fees for that purpose because it is not specifically authorized in the enabling legislation.

AB 147, authored by Assembly Member Roger Dickerson (D-Sacramento) would amend the Map Act to specifically authorize use of developer fees for pedestrian, bicycle, transit, and traffic calming facilities. This change would provide additional legal clarity to local agencies, to ensure that there is flexibility to use developer fees, at local discretion, for multiple transportation modes and not just road improvements. Such a change will enhance the ability of local jurisdictions to fund capital improvements based on their own priorities, eliminating a possible legal incentive to emphasize road investments over other modes. The bill is supported by the California Transit Association and the California State Association of Counties. Staff recommends that VCTC support this bill.

Recommended Position: **<u>Support</u>**

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Item # 16

July 8, 2011

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

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

SUBJECT: **MEMORANDUM OF UNDERSTANDING WITH COUNTY FAIR BOARD FOR SPECIAL 2011 METROLINK TRAIN SERVICE**

RECOMMENDATION:

- Approve and authorize the Executive Director to sign a Memorandum of Understanding with the County Fair Board to operate special, Saturday-only Metrolink train service to the County Fair August 6 and 13, 2011.

- Approve amendment reducing revenues and expenditures in the amount of $20,000 to reflect the reduction of service.

DISCUSSION:

Beginning in August 1993, VCTC has worked each year with the County Fair Board to provide special, weekend-only Metrolink train service to the Ventura County Fair with stops in Chatsworth, Simi Valley, Moorpark, Camarillo, Oxnard and the Fairgrounds Station. The special train operation helps reduce traffic and parking congestion at the Fairgrounds, and also, provides an opportunity for VCTC and Metrolink to "market" the trains to people who might then use Metrolink on a regular basis. Last year, about 4,000 people rode the special trains over the four days of weekend service.

By working with VCTC, the Fair Board gets a discounted price for the charter train service. Any operating costs not covered by the ticket sales are paid by the Fair Board. However, despite the discount, the 2011 operating cost was estimated to increase to the point where the Fair Board decided to eliminate the special train operation. Late last week, however, upon further consideration, the Fair Board decided to run the special trains although only on the two Saturdays of the Fair, that is, on August 6 and 13. This will cut the estimated operating cost about in half.

In the past, the Saturday ridership has been typically about twice that as on Sundays so most of the potential riders should still be accommodated by running on Saturdays only. It is expected there will be enough capacity on the two trains running on the Saturdays to handle all the passengers. It is hoped the ticket revenue will not be significantly reduced.

VCTC will send out press releases for the special trains and will work with the Fair Board staff to arrange for advance ticket sales. VCTC staff will also coordinate the volunteers from the Santa Clara River Valley Railroad Historical Society (SCRVRHS) who serve as honorary conductors on the trains. Metrolink Field Representatives will be at the stations on the days of travel to assist passengers and also discuss the advantages of Metrolink trains for weekday commutes.

Funding from the Fair Board for the originally planned four days of service was included in the adopted FY 11/12 VCTC budget. Staff now recommends that this amount be reduced by $20,000 (or from $70,000 to $50,000) with a similar reduction to the revenues expected from the Fair Board.

MEMORANDUM OF UNDERSTANDING BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
THE VENTURA COUNTY FAIR BOARD

This agreement is made and entered into this 8th day of July, 2011 by and between the VENTURA COUNTY TRANSPORTATION COMMISSION (hereinafter referred to as "VCTC") and VENTURA COUNTY FAIR BOARD (hereinafter referred to as "FAIR BOARD").

WHEREAS, the Ventura County Fair is held annually during August at the County Fairgrounds adjacent to the Ventura Train Station; and,

WHEREAS, the FAIR BOARD desires to operate special, Saturday-only Metrolink train to the 2011 County Fair on August 6 and13 to mitigate traffic congestion and alleviate parking problems in the vicinity of the Fairgrounds; and,

WHEREAS, VCTC is one of five agencies which operates Metrolink commuter rail service on weekdays and joins the FAIR BOARD in desiring to improve air quality and reduce congestion by providing a viable alternative to private automobile travel to the Fair on weekends; and

WHEREAS, VCTC wishes to use this opportunity to market Metrolink train service to passengers who might then ride the train during its' usual weekday operation.

NOW THEREFORE, it is mutually agreed by and between the parties that special, weekend Metrolink train service will be operated as follows:

1. The FAIR BOARD will fully reimburse VCTC for the cost of train operations for the special Saturday service.
2. The FAIR BOARD will provide VCTC with complimentary admission and train ride tickets for volunteers assisting with the special service on the trains and at the stations.
3. VCTC will work with the FAIR BOARD and Metrolink to arrange the operating schedule and service details, including the deployment of Metrolink field representatives at Chatsworth, Simi Valley, Moorpark, Camarillo and Oxnard stations on the weekend days of service.
4. VCTC will work with the FAIR BOARD to arrange advance ticket sales for the train trips at the locations suggested by the Fair Board staff.
5. VCTC will collect advance ticket sale revenues as requested by the Fair Board staff and forward the money to the FAIR BOARD to offset operating costs.
6. VCTC will work with Metrolink to send press releases and place ads about the train service to the Daily News and the Ventura County Star newspapers.
7. VCTC will arrange for volunteers from the Santa Clara River Valley Railroad Historical Society (SCRVRHS) to assist the Metrolink crews during the operations, and will provide the volunteers coupons for meals while on duty and also make a donation to the SCRVRHS for their services.

IN WITNESS WHEREOF, the authorized parties have signed below:

VCTC	VENTURA COUNTY FAIR BOARD
By:________________________________	By:________________________________
Darren Kettle, Executive Director	Barbara Quaid, Chief Executive Officer

VENTURA COUNTY FAIR 2011
SPECIAL METROLINK TRAIN SERVICE - SATURDAYS ONLY

Service to the Ventura County Fair and San Buenaventura Beach
AUGUST 6th and 13th

WESTBOUND (Going To Fair)

Train #	**# 1**	**# 2**	**# 3**
Leaves Chatsworth	**9:00 am**	**11:30 am**	**1:30 pm**
Simi Valley	9:15 am	11:47 am	1:45 pm
Moorpark	9:29 am	12:03 pm	1:59 pm
Camarillo	9:41 am	12:20 pm	2:13 pm
Oxnard	* 9:53 am	*12:35 pm	*2:31 pm
Arrives Fairgrounds	**10:20am**	**12:55 pm**	**3:00 pm**

EASTBOUND (Leaving Fair)

Train #		**# 4**	**# 5**	**# 6**
LEAVES FAIRGROUNDS		**3:30 pm**	**6:30 pm**	**10:10pm**
Arrives	Oxnard	3:45 pm**	6:45 pm**	10:25pm**
	Camarillo	3:56 pm**	7:01 pm**	10:41pm**
	Moorpark	4:07 pm**	7:13 pm**	10:53pm**
	Simi Valley	4:22 pm**	7:29 pm**	11:09pm**
	Chatsworth	4:40 pm	7:55 pm	11:30 pm

NOTE: SCHEDULES ARE SUBJECT TO CHANGE -- PLEASE ARRIVE AT STATIONS AT LEAST 15 MINUTES AHEAD OF DEPARTURE TIME. ****THESE TRAINS CAN DEPART UP TO TEN MINUTES AHEAD OF SCHEDULE* **** PASSENGER UNLOADING ONLY**

Tickets may be purchased in advance by mail order from Seaside Park – contact the Fair at (805)648-3376 for more information. Tickets may also be purchased at the train stations on the day of travel forty-five minutes ahead of train departures.

KIDS UNDER FIVE YEARS & METROLINK MONTHLY PASS HOLDERS RIDE FREE!

TICKET PRICES	**One Way**	**Round Trip**
Chatsworth	**$7.00**	**$14.00**
Simi Valley	**$6.00**	**$12.00**
Moorpark	**$6.00**	**$12.00**
Camarillo	**$5.00**	**$10.00**
Oxnard	**$5.00**	**$10.00**