



VENTURA COUNTY TRANSPORTATION COMMISSION

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

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AGENDA*

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

CAMARILLO CITY HALL
601 CARMEN DRIVE
CAMARILLO, CA
FRIDAY, JULY 25, 2014
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.

CALTRANS REPORT

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

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.*

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.*

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.*

8A. APPROVE SUMMARY FROM JUNE 6, 2014 VCTC MEETING – PG. 5

Recommended Action:

Approve

Responsible Staff: Donna Cole

8B. MONTHLY BUDGET REPORT – PG. 9

Recommended Action:

Receive and File

Responsible Staff: Sally DeGeorge

8C. PASSENGER RAIL UPDATE – PG. 15

Recommended Action:

Receive and File

Responsible Staff: Ellen Talbo

8D. CONTRACT FOR PROFESSIONAL AUDITING SERVICES FOR TRANSPORTATION DEVELOPMENT ACT (TDA) AND PROPOSITION 1B – PG.19

Recommended Action:

Approve the contract (Attachment A) with Conrad, LLP for professional TDA and Proposition 1B compliance and financial auditing services at a not-to exceed cost of \$38,922 for Fiscal Year 2013/2014, \$48,425 for Fiscal Years 2014/2015 and 2015/2016 with two (2) – one (1) year optional periods for Fiscal Years 2016/2017 and 2017/2018 at \$48,425 each.

Responsible Staff: Sally DeGeorge

8E. ACTIVE TRANSPORTATION PROGRAM REGIONAL PROJECT SCORES – PG.21

Recommended Action:

- Approve scores for Active Transportation Program (ATP) project applications in Ventura County.
- Approve attached letter to Caltrans in support of ATP project applications in Ventura County.

Responsible Staff: Stephanie Young

8F. VISTA FY 2014/15 COOPERATIVE AGREEMENT – CSUCI – PG.25

Recommended Action:

Approve the FY 2014-2015 Cooperative Agreement for bus service to California State University Channel Islands (CSUCI) and CSUCI providing \$475,400 for the service in FY 2014-2015

Responsible Staff: Aaron Bonfilio

8G. VISTA COASTAL EXPRESS SERVICE MEMORANDUM OF UNDERSTANDING WITH THE SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS –PG. 37

Recommended Action:

Approve the VISTA Coastal Express Service Memorandum Of Understanding (MOU)

Responsible Staff: Aaron Bonfilio

8H. REVISION TO OXNARD CONGESTION MITIGATION AND AIR QUALITY FUNDS – PG.45

Recommended Action:

Transfer \$131,000 of CMAQ funds from the Victoria Avenue Bus Stops in the City of Oxnard to the Oxnard Boulevard Bike Path.

Responsible Staff: Stephanie Young

8I. VCTC OFFICE BUILDING PROJECT MANAGEMENT –PG. 47

Recommended Action:

Authorize release of Request for Proposals for Project Management professional services to serve as VCTC Project Manager/representative for building renovation/reconstruction

Responsible Staff: Darren Kettle

9. FY 2013/14 PROPOSITION 1B TRANSIT SECURITY SELECTION OF PROJECTS– PG.57

Recommended Action:

- *Approve the attached project list for \$709,972 in FY 13/14 Proposition 1B Transit Safety and Security projects.*
- *Approve \$295,132 of the 2014/15 Proposition 1B Transit Security funds for the remainder of the Gold Coast project, to be submitted by staff as soon as allowed by the California Governor's Office of Emergency Services (Cal OES).*

Responsible Staff: Stephanie Young

10. VCTC INTERCITY TRANSIT CONTRACTOR SELECTION – PG. 61

Recommended Action:

- *Approve the VCTC Request for Proposals (RFP) Evaluation Panel's recommendation, in response to RFP 1415-9164-FR, VCTC Intercity Transit Service, to award a contract to Roadrunner Management Services, Inc.;*
- *Authorize the Executive Director to negotiate all remaining terms of the contract for transit services in a form approved by VCTC legal counsel;*
- *Authorize the Commission Chairman to execute the nine-year contract with Roadrunner Management Services, Inc. in an amount not to exceed \$66,850,000.*

Responsible Staff: Darren Kettle

11. AUTHORIZATION TO RELEASE HERITAGE VALLEY TRANSIT SERVICE RFP– PG.65

Recommended Action:

Approve release of a Request for Proposals (RFP) for Heritage Valley Transit Service

Responsible Staff: Vic Kamhi

12. VCTC TRIENNIAL PERFORMANCE AUDIT – PG.67

Recommended Action:

Approve the State required Transportation Development Act (TDA) triennial performance audit of the Ventura County Transportation Commission (VCTC) agency

Responsible Staff: Vic Kamhi

13. EAST COUNTY TRANSIT ALLIANCE PRESENTATION– PG.69

Recommended Action:

Receive presentation by the East County Transit Alliance

Responsible Staff: Vic Kamhi

14. LEGISLATIVE UPDATE AND POSITIONS ON BILLS – PG. 71

Recommended Action:

Support SB 785 (Wolk) to broaden the authority to enter into design/build contracts.

Responsible Staff: Peter De Haan

15. VCTC GENERAL COUNSEL’S REPORT

16. AGENCY REPORTS

Oxnard Harbor District Quarterly Report

17. CLOSED SESSION -

1. Conference with Legal Counsel – Existing Litigation, (Gov Code Sec. 54956.9(a) and (d)(1))

a) Fillmore & Western v. VCTC 56-2014-00450239

b) FILLMORE and WESTERN FREIGHT SERVICE, LLC d/b/a FILLMORE & WESTERN RAILWAY, INC., a California Corporation v. VENTURA COUNTY TRANSPORTATION COMMISSION, THE CITY OF SANTA PAULA, THE SANTA PAULA BRANCH LINE ADVISORY COMMITTEE -- STB Finance Docket No. 35830

c) VCTC v Fillmore & Western Railway Inc. 56-2014-00449769

2. Pursuant to Government Code section 54957 (b) (1) public employee evaluation Executive Director

3. Conference with Real Property Negotiators (Gov Code Sec. 54956.8)

Agency Negotiator(s): Darren Kettle

Negotiating Parties: VCTC and City of Camarillo

18. ADJOURN to 9:00 a.m. Friday, September 12, 2014



Item #8A

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 6, 2014
9:00 AM

Members Present: Ralph Fernandez, City of Santa Paula, Chair
Peter Foy, County of Ventura, Vice Chair
Claudia Bill-de la Peña, City of Thousand Oaks
Betsy Clapp, City of Ojai
Brian Humphrey, Citizen Rep, Cities
Kathy Long, County of Ventura
Bryan MacDonald, City of Oxnard
Jan McDonald, City of Camarillo
Keith Millhouse, City of Moorpark
Carl Morehouse, City of San Buenaventura
Linda Parks, County of Ventura
Jon Sharkey, City of Port Hueneme
Steve Sojka, City of Simi Valley
Jim White, Citizen Rep, County
John Zaragoza, County of Ventura
Aziz Ellatar, Caltrans District 7, Ex-Officio Member

Absent: Steve Bennett, County of Ventura
Manuel Minjares, city of Fillmore

Call To Order

Pledge of Allegiance

Roll Call

July 25, 2014
Item #8A
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PUBLIC COMMENTS

Mike Barber, Resident Nyeland Acres and President of Santa to the Sea Race. Thanked VCTC, and Commissioners Zaragoza and MacDonald for their help in making Ventura Blvd safe for pedestrians and students. An added benefit is that residents are now fixing up their properties as a result.

Jose Melendez, VISTA Rider Congratulations and Happy 20th Birthday to VISTA.

CALTRANS REPORT

The 101 Widening project is ahead of schedule and 73% complete.
Caltrans and CHP are working together to reduce accident rates on Route 23.

ADDITIONS/REVISIONS

Commissioner Sharkey requested to pull Item #9M, ALLOCATIONS FOR TRANSPORTATION DEVELOPMENT ACT (TDA) FY 2014/15 ARTICLE 3 BICYCLE/PEDESTRIAN FUNDS, for discussion

CONSENT CALENDAR – Commissioner Sharkey made a motion to approve all other items as recommended. The motion was seconded by Commissioner Sojka and passed unanimously.

8A. APPROVE SUMMARY FROM MAY 9, 2014 VCTC MEETING *Approve*

8B. MONTHLY BUDGET REPORT *Receive and File*

8C. PASSENGER RAIL UPDATE *Receive and File*

8D. REVISION OF THOUSAND OAKS CMAQ FUNDS *Approve shifting \$250,000 in CMAQ funds from the Thousand Oaks Hillcrest Bike Lanes Project to the Thousand Oaks Erbes Road Project.*

8E. FTA 2013 TRIENNIAL REVIEW UPDATE *Receive and File*

8F. RESOLUTION FOR VCTC TO CLAIM FISCAL YEAR 2014/2015 TRANSPORTATION DEVELOPMENT ACT (TDA) LOCAL TRANSPORTATION FUNDS (LTF) AND STATE TRANSIT ASSISTANCE (STA) FUNDS *Approve Resolution #2014-07 authorizing VCTC's claim for Fiscal Year 2014/2015 Transportation Development Act Local Transportation Funds and State Transit Assistance funds for transit, planning and administrative expenditures.*

8G. COMMUTER SERVICES QUARTERLY REPORT *Receive and File*

8H. REGIONAL RIDESHARE DATABASE SERVICES *Authorize the Executive Director to execute a Memorandum of Understanding with Los Angeles County Metropolitan Transportation Authority (Metro) for continuation of the regional ridematching database for a three year period and an amount not to exceed \$32,000 for the three year term funded by Congestion Mitigation and Air Quality Improvement Program*

8I. TELE TRAN TEK SERVICES CONTRACT EXTENSION *Approve extension of the Tele Tran Tek Services contract for one year at a cost of \$56,423 funded through the Service Authority for Freeway Emergencies.*

8J. CUBIC TRANSPORTATION SYSTEMS, INC. MAINTENANCE/OPERATIONS AGREEMENT, AEGIR SYSTEMS, INC. BUS EQUIPMENT SUPPORT AND PREVENTIVE MAINTENANCE SERVICE AGREEMENTS

- *Approve agreement with Cubic Transportation Systems, Inc., for one year of Maintenance and Operations of the Smartcard system at a cost of \$137,136 funded through the Federal Transit Administration (FTA) and Local Transportation Fund (LTF).*
- *Approve agreement with Aegir Systems, Inc., for one year of Bus Equipment Support of the Cubic Smartcard system at a cost Not To Exceed \$85,000 funded through FTA and LTF.*
- *Approve agreement with Aegir Systems, Inc., for one year of Preventive Maintenance Support of the Cubic Smartcard/Infodev, Inc., systems at a cost of \$8,800, funded through the FTA and LTF.*

8K. VCTC OFFICE SPACE LEASE EXTENSION *Authorize the Executive Director to execute one year lease extension with Lincoln's Inn, Marina Self Storage Inc. for a term of July 1, 2014 through June 30, 2015 at a lease rate of \$11,572.14 per month (\$1.71/square foot).*

8L. LICENSE AGREEMENT FOR SOUTHERN CALIFORNIA EDISON ON VCTC RIGHT-OF-WAY IN SIMI VALLEY *Authorize the Executive Director to sign a license agreement for a utility installation for Southern California Edison in the VCTC-owned Metrolink right-of-way in Simi Valley, for an annual fee of \$500.*

8N. TRIENNIAL PERFORMANCE AUDIT FOR GOLD COAST TRANSIT *Approve the State required Transportation Development Act triennial performance audit of the Gold Coast Transit agency, and authorize the Executive Director to submit the report to the State Controller and California State Department of Transportation*

8M. ALLOCATIONS FOR TRANSPORTATION DEVELOPMENT ACT (TDA) FY 2014/15 ARTICLE 3 BICYCLE/PEDESTRIAN FUNDS

Commissioner Parks made a motion to Approve allocations for FY 2014/2015 Transportation Development Act Article 3 bicycle/pedestrian funds. The motion was seconded by Commissioner Sharkey and passed unanimously.

9. EXTENSION OF VCTC MARKETING AND PUBLIC OUTREACH CONTRACT

Commissioner Parks made a motion to approve a one year extension of the current marketing and public outreach contract with Moore and Associates at a cost not to exceed \$200,000. The motion was seconded by Commissioner Long and passed unanimously.

10. TDA/LTF APPORTIONMENT FOR FY 2014/15

Commissioner Zaragoza made a motion to approve the Local Transportation Fund Apportionment for Fiscal Year 2014/2015 apportioning \$31 million as shown in Attachment 1. The motion was seconded by Commissioner Sharkey and passed unanimously.

11. FY 2014/15 BUDGET (PUBLIC HEARING)

There were no speakers for the Public Hearing.

Commissioner Sojka, made a motion to adopt by resolution 2014-08, the proposed Fiscal Year 2014/2015 Budget. The motion was seconded by Commissioner Foy and passed unanimously.

12. FY 2014/15 TRANSIT PROGRAM OF PROJECTS (PUBLIC HEARING)

There were no speakers for the Public Hearing.

Commissioner Sharkey made a motion to approve the Program of Projects for federal transit operating, planning and capital assistance for FY 2014/15. The motion was seconded by Commissioner Zaragoza and passed unanimously.

13. AUTHORIZATION TO FINALIZE HERITAGE VALLEY BUS PURCHASE

Commissioner Fernandez made a motion to

- *Authorize the Executive Director to issue Notice to Proceed with A-Z Bus Sales and execute a purchase order for fifteen transit buses for the Heritage Valley Transit service as provided through the CALACT Purchasing Cooperative, at a cost not to exceed \$1,525,000.*
- *Direct staff to proceed with activities necessary to receive and put into service the new buses, including "E" plate licensing, vehicle inspection, and decaling beyond the basic levels provided through the A-Z purchase order.*

The motion was seconded by Commissioner Millhouse and passed unanimously.

14. LEGISLATIVE UPDATE AND POSITIONS ON BILLS

Commissioner Sojka, made a motion to and support SB1433 (Hill)

- *Support Attachment A policy on use of Cap and Trade Revenues for Intercity Rail.*
- *Support in Concept SB 1228 (Huseo) regarding extension of the Trade Corridor program.*
- *Support SJR 24 in support of addressing the federal Highway Trust Fund shortfall.*
- *Support SB 1433 (Hill) regarding transit design-build contracts*

The motion was seconded by Commissioner Long and passed unanimously.

15. PROPOSITION 1B PRESENTATION

Commissioner Morehouse made a motion to Receive and File the presentation. The motion was seconded by Commissioner Millhouse and passed unanimously.

16. VCTC GENERAL COUNSEL'S REPORT – No report

17. AGENCY REPORTS –

John Procter announced his retirement from SCAG

18. CLOSED SESSION – Nothing to report

1. Conference with Legal Counsel – Existing Litigation, (Gov Code Sec. 54956.9(a) and (d)(1))
 - d) Fillmore & Western v. VCTC 56-2014-00450239
 - e) FILLMORE and WESTERN FREIGHT SERVICE, LLC d/b/a FILLMORE & WESTERN RAILWAY, INC., a California Corporation v. VENTURA COUNTY TRANSPORTATION COMMISSION, THE CITY OF SANTA PAULA, THE SANTA PAULA BRANCH LINE ADVISORY COMMITTEE -- STB Finance Docket No. 35830
 - f) VCTC v Fillmore & Western Railway Inc. 56-2014-00449769
2. Pursuant to Government Code section 54957 (b) (1) public employee evaluation
Executive Director
General Counsel

19. ADJOURN to 9:00 a.m. Friday, July 25, 2014



Item # 8B

July 25, 2014

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 2014

BACKGROUND:

The monthly budget report is presented in a comprehensive agency-wide format with the investment report presented at the end. The Annual Budget numbers are updated as the Commission approves budget amendments or administrative budget amendments are approved by the Executive Director. Staff monitors the revenues and expenditures of the Commission on an on-going basis.

The May 31, 2014 budget reports indicate that revenues were approximately 73.87% of the adopted budget while expenditures were approximately 69.11% of the adopted budget. The revenues and expenditures are as expected. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on a percentage or monthly basis.

Some revenues are received at the beginning of the year while other revenues are received after grants are approved. In many instances, VCTC incurs expenses and then submits for reimbursement from federal, state and local agencies. Furthermore, the State Transit Assistance (STA), Local Transportation Fund (LTF) and Service Authority for Freeway Emergencies (SAFE) revenues are received in arrears. The State Board of Equalization collects the taxes and remits them to the Commission after the reporting period for the business. STA revenues are paid quarterly with a two to three month additional lag and LTF receipts are paid monthly with a two month lag. For example, the July through September STA receipts are often not received until October or November and the July LTF receipts are not received until September. The Department of Motor Vehicles collects the SAFE funds and remits them monthly with a two month lag.

The Commission's capital assets are presented on the Balance Sheet. Capital assets that are "undepreciated" consist of land and rail lines owned by the Commission. Capital assets that are depreciated consist of buildings, rail stations, transit equipment, highway call box equipment and office furniture. Depreciation is booked annually at yearend.

In February, VCTC received approximately \$13 million in Proposition 1B funds. Over half of these funds have been passed-through to other agencies, but the remaining funds are shown as deferred revenue until the new buses for VISTA Intercity Services and Heritage Valley Transit are purchased.

**VENTURA COUNTY TRANSPORTATION COMMISSION
BALANCE SHEET
AS OF MAY 31, 2014**

ASSETS

Assets:

Cash and Investments - Wells Fargo Bank	\$11,656,090
Cash and Investments - County Treasury	23,632,885
Petty Cash	50
Receivables/Due from other funds	911,509
Prepaid Expenditures	511,031
Deposits	15,182
Capital Assets, undepreciated	25,885,133
Capital Assets, depreciated, net	24,453,420

Total Assets: **\$87,065,300**

LIABILITIES AND FUND BALANCE

Liabilities:

Accrued Expenses/Due to other funds	\$ 896,874
Deferred Revenue	9,445,835
Deposits	400

Total Liabilities: **\$10,343,109**

Net Position:

Invested in Capital Assets	\$50,338,553
Fund Balance	26,383,638

Total Net Position **\$76,722,191**

Total Liabilities and Fund Balance: **\$87,065,300**

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE ELEVEN MONTHS ENDING MAY 31, 2014**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Revenues								
Federal Revenues	\$ 5,776,679	\$ 0	\$ 0	\$ 0	\$ 5,776,679	\$ 12,878,982	(7,102,303)	44.85
State Revenues	7,476,476	29,102,228	3,752,665	562,593	40,893,962	51,293,586	(10,399,624)	79.73
Local Revenues	3,709,066	0	0	5,385	3,714,451	4,112,935	(398,484)	90.31
Other Revenues	226,021	0	0	0	226,021	221,924	4,097	101.85
Interest	1,016	32,291	31,866	8,904	74,077	105,000	(30,923)	70.55
Total Revenues	17,189,258	29,134,519	3,784,531	576,882	50,685,190	68,612,427	(17,927,237)	73.87
Expenditures								
Administration								
Personnel Expenditures	2,153,709	0	0	0	2,153,709	2,782,200	(628,491)	77.41
Legal Services	18,991	0	0	0	18,991	30,000	(11,009)	63.30
Professional Services	98,676	0	0	0	98,676	129,300	(30,624)	76.32
Office Leases	130,647	0	0	0	130,647	144,000	(13,353)	90.73
Office Expenditures	277,608	0	0	0	277,608	287,000	(9,392)	96.73
Total Administration	2,679,631	0	0	0	2,679,631	3,372,500	(692,869)	79.46
Programs and Projects								
Transit & Transportation Program								
Senior-Disabled Transportation	264,551	0	0	0	264,551	473,070	(208,519)	55.92
Go Ventura Smartcard	210,044	0	0	0	210,044	259,900	(49,856)	80.82
VISTA Fixed Route Bus Service	5,600,981	0	0	0	5,600,981	14,197,408	(8,596,427)	39.45
VISTA DAR Bus Services	2,332,249	0	0	0	2,332,249	2,620,400	(288,151)	89.00
Nextbus	91,778	0	0	0	91,778	521,206	(429,428)	17.61
Trapeze	18,954	0	0	0	18,954	30,900	(11,946)	61.34
Transit Grant Administration	8,375,423	0	0	0	8,375,423	14,039,736	(5,664,313)	59.66
Total Transit & Transportation	16,893,980	0	0	0	16,893,980	32,142,620	(15,248,640)	52.56

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Highway Program								
Congestion Management Program	3,750	0	0	0	3,750	25,000	(21,250)	15.00
Motorist Aid Call Box System	0	0	0	273,184	273,184	440,000	(166,816)	62.09
SpeedInfo Highway Speed Sensor	0	0	0	120,100	120,100	144,000	(23,900)	83.40
Total Highway	3,750	0	0	393,284	397,034	609,000	(211,966)	65.19
Rail Program								
Metrolink & Commuter Rail	2,331,810	0	0	0	2,331,810	3,392,930	(1,061,120)	68.73
LOSSAN & Coastal Rail	20,815	0	0	0	20,815	30,600	(9,785)	68.02
Santa Paula Branch Line	859,861	0	0	0	859,861	1,061,601	(201,740)	81.00
Total Rail	3,212,486	0	0	0	3,212,486	4,485,131	(1,272,645)	71.63
Commuter Assistance Program								
Transit Information Center	39,328	0	0	0	39,328	53,200	(13,872)	73.92
Rideshare Programs	8,289	0	0	0	8,289	56,500	(48,211)	14.67
Total Commuter Assistance	47,617	0	0	0	47,617	109,700	(62,083)	43.41
Planning & Programming								
Transportation Development Act	327,996	28,773,559	0	0	29,101,555	34,534,714	(5,433,159)	84.27
Transportation Improvement Program	267,560	0	0	0	267,560	650,650	(383,090)	41.12
Regional Transportation Planning	19,355	0	0	0	19,355	64,000	(44,645)	30.24
Airport Land Use Commission	61,903	0	0	0	61,903	206,000	(144,097)	30.05
Regional Transit Planning	27,370	0	0	0	27,370	97,700	(70,330)	28.01
Freight Movement	117	0	0	0	117	12,500	(12,383)	0.94
Total Planning & Programming	704,301	28,773,559	0	0	29,477,860	35,565,564	(6,087,704)	82.88
General Government								
Community Outreach & Marketing	327,868	0	0	0	327,868	519,600	(191,732)	63.10
State & Federal Relations	64,641	0	0	0	64,641	76,025	(11,384)	85.03
Management & Administration	118,768	0	0	0	118,768	130,456	(11,688)	91.04
Total General Government	511,277	0	0	0	511,277	726,081	(214,804)	70.42
Total Expenditures	24,053,042	28,773,559	0	393,284	53,219,885	77,010,596	(23,790,711)	69.11

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)
Revenues over (under) expenditures	(6,863,784)	360,960	3,784,531	183,598	(2,534,695)	(8,398,169)	5,863,474
Other Financing Sources							
Transfers Into GF from LTF	2,667,190	0	0	0	2,667,190	2,667,190	0
Transfers Into GF from STA	4,940,013	0	0	0	4,940,013	10,443,610	(5,503,597)
Transfers Into GF from SAFE	7,042	0	0	0	7,042	41,900	(34,858)
Transfers Out of LTF into GF	0	(2,667,190)	0	0	(2,667,190)	(2,667,190)	0
Transfers Out of STA into GF	0	0	(4,940,013)	0	(4,940,013)	(10,443,610)	5,503,597
Transfers Out of SAFE into GF	0	0	0	(7,042)	(7,042)	(41,900)	34,858
Total Other Financing Sources	7,614,245	(2,667,190)	(4,940,013)	(7,042)	0	0	0
Net Change in Fund Balances	750,461	(2,306,230)	(1,155,482)	176,556	(2,534,695)	(8,398,169)	5,863,474
Beginning Fund Balance	1,592,617	10,411,113	13,403,280	3,511,323	28,918,333	22,314,000	1,788,827
Ending Fund Balance	<u>\$2,343,078</u>	<u>\$8,104,883</u>	<u>\$12,247,798</u>	<u>\$3,687,879</u>	<u>\$26,383,638</u>	<u>\$13,915,831</u>	<u>\$7,652,301</u>

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF MAY 31, 2014**

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. VCTC has the ability to meet its expenditure requirements, at a minimum, for the next six months. 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	\$1,426.84	0.02%	\$11,656,040.02
County of Ventura	Treasury Pool	N/A	\$73,022.37	0.35%	\$23,665,073.93
Total			\$74,449.21		\$35,321,113.95

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

The Commission's checking accounts for the General Fund are swept daily into a money market account. The interest earnings are deposited the following day. The first \$250,000 of the combined deposit balance is federally insured and the remaining balance is collateralized by Wells Fargo Bank. A portion of interest earned in the General Fund is for Proposition 1B funds and is reclassified and is not shown as General Fund interest in the Statement of Revenues, Expenditures and Changes in Fund Balance.

The Commission's Local Transportation Funds (LTF), State Transit Assistance (STA) funds and SAFE funds are invested in the Ventura County investment pool. Interest is apportioned quarterly, in arrears, based on the average daily balance. The investment earnings are generally deposited into the accounts in two payments within the next quarter. Amounts shown are not adjusted for fair market valuations.

For Management Reporting Purposes Only



Item #8C

July 25, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: ELLEN TALBO, PROGRAM ANALYST
SUBJECT: PASSENGER RAIL UPDATE

RECOMMENDATION:

- Receive and file.

BACKGROUND:

This report provides a monthly update of regional passenger rail activities. The information in this update focuses on regional commuter rail (Metrolink), intercity rail (Amtrak), and other rail-related issues pertinent to Ventura County.

DISCUSSION:

Metrolink

Ridership & On-Time Performance (OTP)

During the month of June, ridership on the Ventura County Line averaged 3,679 total boardings per weekday (inbound and outbound). This minimal increase in ridership from the previous month was not great enough to yield any significant increases and therefore represents no change. Monthly ridership for the month of June indicates a 4.5% decrease from the same period last year. Ridership statistics for the month of June 2014 are provided in the attachment for reference.

Quarterly average daily ridership for the months between April-June improved slightly averaging 3,673 boardings per day in comparison to 3,668 boardings per day during the previous quarter. Metrolink ridership on the Ventura County line during Q3 of fiscal year 2013/14 experienced a decrease of 1.7% from the previous quarter. In contrast, Amtrak ridership has seen substantial increases between May 2013 and May 2014.

On-time performance data (which denotes trains arriving within five minutes of scheduled time) for the quarter were as follows:

April:	93.8% (inbound/outbound)
May:	94.0%
June:	95.7%

Board and TAC Updates

The Metrolink board voted to formally approve the budget on Friday June 27th, 2014. The budget includes a reduction in the number of operating ticket vending machines and afternoon and nighttime service on the San Bernardino Line to accommodate member agency budget constraints.

The Board and TAC members convened at an annual retreat in July to discuss Metrolink's 10-year strategic planning efforts. Metrolink staff presentations covered a historic look at general performance of the system, evolving partnerships between Metrolink and member agencies, and aspects of governance and coordination. Metrolink staff reported their intent to switch to a three-year budget process instead of the current annual fiscal year budget process. The Board also decided to form an ad-hoc committee to review the current structure of the joint powers authority.

In mid-June, Metrolink staff kicked off a bus bridge task force consisting of member agency staff and associated county transit providers for the purpose of reviewing and determining opportunities to streamline current processes so that passenger travel can be expedited faster when track incidents occur. VCTC transit staff will participate in future task force meetings once the Commission approves implementation of the new service contract.

Staff reported at the June Commission meeting that Metrolink staff met individually with staff from member agencies and with the Technical Advisory Committee to discuss moving toward a universal fare system. The conceptual "CaliCard" would be designed to functionally integrate with the LA Metro's "TAP card" fare system, where users purchase a reloadable fare card that can be tapped on the bus and rail fareboxes. Currently, Metrolink's 14/15 adopted budget includes some funding to preliminarily pursue replacement of the existing ticket vending machine fleet with TAP-compatible fareboxes. In August, Metrolink will kick off a task force with TAC members and other regional bus providers to further examine fare integration issues faced by other bus providers. With the recent purchase by Gold Coast Transit, VCTC Transit, Simi Valley Transit, and Thousand Oaks Transit of the GenFare system, it is not feasible at this time to integrate with the proprietary CUBIC TAP system used by Metro. However, Metrolink is actively seeking funding sources that would provide a bulk number of farebox systems for which interested bus providers throughout the counties could purchase and install in their systems should they choose to accept a TAP card-like fare. The addition of mobile ticketing options will be pursued over the next quarter as well.

LOSSAN JPA

Ridership & On-Time Performance (OTP)

For the third quarter of FY 2013-14, total LOSSAN rail corridor ridership was 1,748,890 representing a 1.6% decrease compared to the same period the previous year.

Metrolink systemwide ridership was down 2.9 percent in the third quarter compared to the same period last year, with a decrease of 5.7 percent on the Ventura County Line (serving East Ventura to Los Angeles) and a decrease of 1.4 % on the Orange County Line (serving Los Angeles to Oceanside). COASTER (serving Oceanside to San Diego) ridership decreased by 0.1% in the third quarter of fiscal year 2013/14, compared to the prior year.

Amtrak Pacific Surfliner (San Luis Obispo to San Diego) ridership decreased in the third quarter of FY 2013-14 by 1.2 percent, compared to the same period last year. This includes data from the Rail 2 Rail program, which allows Metrolink monthly pass holders to ride Pacific Surfliner trains in lieu of Metrolink. A station comparison of ridership between Metrolink average daily ridership numbers and Amtrak average monthly boardings at the Ventura County stations is provided in Attachment A, showing a substantial increase in Amtrak boardings. The increase may be attributed to the utilization of weekend service provided by Amtrak.

Board and TAC Updates

As required in Senate Bill 1225 and Assembly Bill 1799, the California State Transportation Agency established a set of uniform performance standards for California's three state-funded intercity passenger rail corridors to control costs and improve efficiency. The LOSSAN TAC and Board met in June and July to review and establish intercity performance standards & metrics for the LOSSAN corridor. LOSSAN staff is in the midst of drafting the 2015/16 Draft Pacific Surfliner Business Plan as a requirement of the Interagency Transfer Agreement. The Business Plan is also required for LOSSAN to submit its annual budget request to the State. A draft Business Plan will be submitted concurrently with the interagency transfer agreement to the LOSSAN Board for approval prior to submittal to the State in January 2015.

June 2014 Metrolink Ridership

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)
JUNE 2014 v. MAY 2014 (MONTH OVER MONTH)

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
June-14	3,679	41,401	n/a
May-14	3,671	42,133	148
Change	0.01%	-1.7%	n/a

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)
JUNE 2014 V.JUNE 2013 (YEAR OVER YEAR)

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
Jun-14	3,679	41,401	n/a
Jun-13	3,847	41,614	207
Change	-4.5%	-0.05%	n/a

5 YEAR SNAPSHOT OF AVERAGE DAILY TOTAL BOARDINGS (INBOUND and OUTBOUND)

MO/YR	Ventura County Line	VC County Portion	System Grand Total	Average Daily Metrolink Monthly Passholders on Amtrak
Jun-14	3,679	1,600	41,401	n/a
Jun-13	3,847	1,869	41,614	207
Jun-12	3,897	1,990	43,396	204
Jun-11	3,888	2,071	41,739	253
Jun-10	3746	2,148	40,085	319
Jun-09	3,934	2,117	41,458	294

VENTURA COUNTY STATION COMPARISON OF AVERAGE MONTHLY BOARDINGS (ON and OFF) – JANUARY to JUNE 2014

	East Ventura		Oxnard		Camarillo		Moorpark		Simi Valley	
	Metrolink	Amtrak	Metrolink	Amtrak	Metrolink	Amtrak	Metrolink	Amtrak	Metrolink	Amtrak
14-Jun	792	n/a	1870	n/a	2244	n/a	5104	n/a	8272	n/a
14-May	882	n/a	1785	n/a	2142	n/a	4830	n/a	8022	n/a
14-Apr	902	5,499	1870	7,627	2332	4,117	5192	1,666	8778	4,285
14-Mar	1008	4,378	1575	7,262	2310	3,760	5040	1,648	8274	3,983
14-Feb	940	4,063	1740	5,235	2160	3,073	4700	978	7680	2,918
14-Jan	989	3,865	1794	5,577	2530	2,885	5359	1,098	9085	2,867



Item #8D

July 25, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: SALLY DEGEORGE, FINANCE DIRECTOR
**SUBJECT: CONTRACT FOR PROFESSIONAL AUDITING SERVICES FOR
TRANSPORTATION DEVELOPMENT ACT (TDA) AND PROPOSITION 1B**

RECOMMENDATION:

- Approve the contract (Attachment A) with Conrad, LLP for professional TDA and Proposition 1B compliance and financial auditing services at a not-to exceed cost of \$38,922 for Fiscal Year 2013/2014, \$48,425 for Fiscal Years 2014/2015 and 2015/2016 with two (2) – one (1) year optional periods for Fiscal Years 2016/2017 and 2017/2018 at \$48,425 each.

BACKGROUND:

VCTC is responsible for the administration of the Transportation Development Act (TDA) funds which include Local Transportation Funds (LTF) and State Transit Assistance (STA) funds and the Proposition 1B Transit funds that flow to Ventura County. As part of its administrative duties, VCTC contracts with an auditing firm on behalf of the cities/County that receive TDA and Proposition 1B Transit funds to have the State required annual audits and reports completed and filed.

The TDA contract with BCA Watson Rice (formerly Thompson, Cobb & Brazilio) expired with the completion of the Fiscal Year 2012/2013 audits. In April 2014, a Request for Proposals (RFP) was approved by the Commission, issued to auditing firms and posted on VCTC's website. Following standardized RFP practices for consultant selection, a consultant selection committee was formed consisting of Nancy Arrieta, Associate Financial Analyst – City of Thousand Oaks, Steve Rosenberg, Director of Administrative Services – Gold Coast Transit and Sally DeGeorge, Finance Director - VCTC. The committee reviewed, evaluated and interviewed the four proposers:

BCA Watson Rice
Conrad LLP
Simpson and Simpson
Vicenti, Lloyd, Stutzman, LLP

Based on the proposal evaluations, interviews and costs, the selection committee recommends that the firm Conrad LLP be retained to conduct the above audits and reports for the fiscal years ending June 30, 2014, 2015, and 2016 with possible extensions of 2017 and 2018. Conrad LLP's proposal and interview best met the criteria of the RFP and the needs of VCTC. Conrad's staff has significant governmental auditing experience and TDA knowledge including performing audits for Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC) and San Diego Association of Governments (SanDAG).

The audit work performed by Conrad LLP is proposed as a not-to-exceed fee per year. These fees are within the estimated budget for the work required. The contract term is for three (3) years with two (2) – one (1) year optional extensions. Below are the proposed audit fees for VCTC for the next five years:

<u>Audit Fee</u>	<u>Fiscal Year</u>
\$38,922	2013/2014
\$48,425	2014/2015
\$48,425	2015/2016
\$48,425	2016/2017 (optional)
\$48,425	2017/2018 (optional)

General Counsel reviewed and approved the contract (see separate Attachment A). The cost of the audits will be financed from Transportation Development Act funds. The Fiscal Year 2013/2014 audit costs are included in the approved Fiscal Year 2014/2015 budget within the TDA task budget.



Item # 8E

July 25, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: STEPHANIE YOUNG, PROGRAM ANALYST

SUBJECT: ACTIVE TRANSPORTATION PROGRAM REGIONAL PROJECT SCORES

RECOMMENDATION:

- Approve scores for Active Transportation Program (ATP) project applications in Ventura County.
- Approve attached letter to Caltrans in support of ATP project applications in Ventura County.

BACKGROUND:

The Active Transportation Program (ATP) was created by Senate Bill 99 (Chapter 359, Statutes of 2013) and by Assembly Bill 101 (Chapter 354, Statutes of 2013) to fund projects that increase and promote bike and pedestrian trips. The California Transportation Commission (CTC) adopted guidelines for the 2014 ATP on March 20, 2014. This initial call for projects includes three years of apportionments (FY 2012/13 through FY 15/16) to be allocated over two years (FY 14/15 and 15/16). Per the guidelines, agencies applied to Caltrans for funding from the statewide portion of ATP funds by May 21, 2014. Caltrans is currently reviewing these applications and will assign scores to each of the projects based on the CTC guidelines. Projects that are not selected for funding by Caltrans will be passed on to SCAG and the other Metropolitan Planning Organizations (MPOs) around August 2014. VCTC will not know project scores until that time.

DISCUSSION:

Per the SCAG regional guidelines, when SCAG receives the projects from Caltrans, VCTC will be able to add up to 10 points to the Caltrans-assigned scores to projects for being consistent with local and regional plans within the county. The 10 points will put consistent projects in a better position to compete against other Ventura County projects that did not receive Caltrans ATP funds. VCTC adopted the following ATP scoring criteria for the project applications within Ventura County on March 20, 2014.

- 10 points for projects that have been approved by the VCTC in a prior Call for Projects and do not currently have funding programmed, and,
- 0 points for projects that have not been approved by the VCTC in a prior Call for Projects or have been approved in a prior VCTC Call for Projects but have funds already programmed.

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In the case that some projects within Ventura County are not selected to receive funding from the statewide portion of ATP funds, they will be eligible for the VCTC proportion of SCAG ATP funds, which is equal to \$1,983,000 for this round of funding. The project that qualifies for an additional 10 points is the Santa Paula 10th Street Bike and Pedestrian Improvement project. This project had been previously awarded Transportation Enhancement (TE) funds in a VCTC Call for projects but does not have funding programmed due to the end of the TE program. Ten points will be added to the score that Caltrans assigns to this project.

Agency	Title	ATP Request	Total Project Cost	VCTC Points Assigned
Oxnard	Vineyard Ave. Bike Lanes	\$ 659,940	\$ 745,440	
Oxnard	Oxnard Blvd Bike Lanes	\$ 1,215,000	\$ 1,372,000	
San Buenaventura	Westside Pedestrian and Bike Facility Improvements	\$ 1,500,000	\$ 1,500,000	
San Buenaventura	Bike Path Crossing Safety Beacons	\$ 377,000	\$ 426,000	
Santa Paula	10th St. Bike and Ped Improvements	\$ 577,000	\$ 577,000	10
Simi Valley	Arroyo Simi Greenway Bike Trail Phase 3	\$ 1,177,449	\$ 1,330,000	
Thousand Oaks	Rancho Road Ped & Bike Safety Enhancements	\$ 909,000	\$ 1,027,000	
Thousand Oaks	Ped& Bike Safety Improvements at Various Locations	\$ 1,466,000	\$ 1,656,000	
Ventura County	Camarillo Heights Elementary School/Somis Elementary School	\$ 578,000	\$ 625,000	
Ventura County	Rio Real Elementary School	\$ 365,000	\$ 400,000	
Ventura County	Las Posas Rd. Bke Lanes (South)	\$ 610,000	\$ 690,000	
Ventura County	Santa Ana Road Pavement Widening and Bike Lanes	\$ 1,150,000	\$ 1,300,000	
TOTAL		\$ 10,584,389	\$ 11,648,440	

Staff will inform SCAG about the addition of the 10 points to the Santa Paula 10th Street project and will work with SCAG to develop the funding list for the VCTC portion of ATP funds based on total project scores. The Commission will review and approve this list at the October 2014 meeting.

Caltrans has also informed staff that VCTC can make recommendations or provide input to the CTC regarding projects within Ventura County. Staff recommends that the Commission approve the attached letter to CTC in support of the project applications we have received.

This recommendation will be reviewed by TTAC at the July 17 meeting.

Teresa McWilliam
Caltrans
Division of Local Assistance, MS 1
Attn: Office of Active Transportation and Spec. Prog.
P.O. Box 942874
Sacramento, CA 94274-0001

Dear Ms. McWilliam,

The Ventura County Transportation Commission (VCTC) is pleased to recommend the attached list of projects to receive Active Transportation Program (ATP) funding. VCTC has reviewed each of these project applications and can confirm that each one achieves the goals of the ATP to increase the proportion of biking and walking trips and promote safety and public health, especially in disadvantaged communities. Of the 12 projects within Ventura County, two are pedestrian enhancements which will increase visibility of pedestrians to oncoming vehicular traffic and two are Safe Routes to Schools projects. The remaining eight are bike lanes or combinations of bike and pedestrian enhancements. Many of these projects help to close gaps in bike lane networks, making bike trips more feasible and convenient for residents and visitors in the surrounding areas.

Seven of attached projects are located within or are a benefit to disadvantaged communities. The approval of these projects would increase biking and walking in areas of Ventura County that have high percentages of children who qualify for free school lunches or that have a median income below the state median.

The VCTC hopes that Caltrans will take these points in to consideration when evaluating the projects. If you have any questions, please feel free to contact Stephanie Young of my staff at (805) 642-1591, extension 108.

Sincerely,

Darren M. Kettle
Executive Director

ATTACHMENT

Agency	Title	ATP Request	Total Project Cost
Oxnard	Vineyard Ave. Bike Lanes	\$ 659,940	\$ 745,440
Oxnard	Oxnard Blvd Bike Lanes	\$ 1,215,000	\$ 1,372,000
San Buenaventura	Westside Pedestrian and Bike Facility Improvements	\$ 1,500,000	\$ 1,500,000
San Buenaventura	Bike Path Crossing Safety Beacons	\$ 377,000	\$ 426,000
Santa Paula	10th St. Bike and Ped Improvements	\$ 577,000	\$ 577,000
Simi Valley	Arroyo Simi Greenway Bike Trail Phase 3	\$ 1,177,449	\$ 1,330,000
Thousand Oaks	Rancho Road Ped & Bike Safety Enhancements	\$ 909,000	\$ 1,027,000
Thousand Oaks	Ped& Bike Safety Improvements at Various Locations	\$ 1,466,000	\$ 1,656,000
Ventura County	Camarillo Heights Elementary School/Somis Elementary School	\$ 578,000	\$ 625,000
Ventura County	Rio Real Elementary School	\$ 365,000	\$ 400,000
Ventura County	Las Posas Rd. Bke Lanes (South)	\$ 610,000	\$ 690,000
Ventura County	Santa Ana Road Pavement Widening and Bike Lanes	\$ 1,150,000	\$ 1,300,000
		\$ 10,584,389	\$ 11,648,440



Item # 8F

July 25, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: AARON BONFILIO, TRANSIT PROGRAM MANAGER
TREENA GONZALEZ, TRANSIT SPECIALIST**

SUBJECT: VISTA FY 2014/2015 COOPERATIVE AGREEMENT - CSUCI

RECOMMENDATION:

- Approve the FY 2014-2015 Cooperative Agreement for bus service to California State University Channel Islands (CSUCI) and CSUCI providing \$475,400 for the service in FY 2014-2015

BACKGROUND:

For the past fourteen years, VISTA has operated shuttle buses from the Camarillo Metrolink Station to CSUCI and from Oxnard "C" Street to CSUCI. The route initially qualified as a CMAQ (Congestion Management and Air Quality) Demonstration Project and received federal funding for 80% of the total cost. Beginning 2002-2003, the route became a regular VISTA service and, as such, FTA reimburses 80% of capital costs only. For 2014-15 these FTA funds will amount to approximately \$479,502.

The attached annual extension of the Cooperative Agreement with CSUCI for FY 2014-2015 provides that CSUCI reimburse VCTC the remaining costs (20% of capital, plus 100% of operating costs, as well as VCTC's administrative expenses, less net credits) which total \$475,400. These revenues are included in the VCTC FY 2014-2015 budget.

At the request of the Commission, VCTC will be conducting an analysis of the administrative and planning costs in connection with the CSUCI service, as well as other services provided through cooperative funding arrangements, and will present recommendations prior to the next budget year.

Ridership on the CSUCI route continues on a steady upwards trend. The below ridership data represents an average increase of 15.65% per year:

Fiscal Year	Total Passengers
2013-2014	108,779
2012-2013	95,866
2011-2012	81,368

Attachments: Agreement Number 2903
Rider A, Amendment #16
Rider B, General Provisions

**AMENDMENT SIXTEEN TO
COOPERATIVE AGREEMENT
BETWEEN
TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
ON BEHALF OF CALIFORNIA STATE UNIVERSITY
CHANNEL ISLANDS
AND
THE VENTURA COUNTY TRANSPORTATION COMMISSION
FOR THE REVISED TERM APRIL 1, 1999 - JUNE 30, 2015**

This Sixteenth Amendment to the COOPERATIVE AGREEMENT is entered into by and between the Trustees of the California State University, on behalf of California State University Channel Islands, hereinafter referred to as CAMPUS or CI, and the Ventura County Transportation Commission, hereinafter referred to as VCTC, for fiscal year 2014/2015 and is based on the following facts which are material to its execution by the parties:

- I. As a part of its certification of the Environmental Impact Report for the development, the CAMPUS agreed to develop an alternative transportation system to move employees and students at CI to and from the campus. This provision was designed to reduce the negative impacts of increased traffic from development of CI and promote improved air quality;
- II. As a central element in the development of a "Green Campus" university dedicated to the enhancement of the environment in Ventura County, shuttle bus service has been implemented at key transfer points to increase transportation alternatives available to students, staff members and visitors to and from the CAMPUS. The objectives are to reduce traffic congestion, protect air quality, mitigate noise and protect agriculture;
- III. For the first three years (August 1999 through June 2002) VCTC provided a grant of federal Congestion Management and Air Quality (CMAQ) Funds to the CAMPUS for the development and operation of a shuttle bus system. The CMAQ Grant was managed by VCTC on behalf of the Trustees of the California State University.

- IV. The CMAQ program provided funds for a maximum of three years, which was considered a "demonstration period." The demonstration period ended in August 2002. Therefore, the CAMPUS shuttle bus service no longer qualifies for CMAQ funds but does qualify for partial funding from the Federal Transportation Administration (FTA). During the following years; FY 2002-2003 through 2014-2015, VCTC obtained FTA funds to pay for approximately half the total cost of operating CAMPUS shuttle bus service.
- V. It is expected that FTA funds, obtained by VCTC on behalf of the CAMPUS, will total approximately \$479,502 for FY 2014-2015.
- VI. VCTC and CI agree to work together to develop a plan which will enhance revenue through increased ridership resulting in a self-sustaining shuttle bus service. CAMPUS recognizes that it may need to subsidize the shuttle bus pass for the students, faculty, and staff.

NOW, THEREFORE, in consideration for the foregoing material facts and other consideration by and between the parties, CI and VCTC agree as follows:

- A. During the period from July 1, 2014 through June 30, 2015, CI shall provide \$475,400 to VCTC to maintain, operate, and manage the CAMPUS shuttle bus system. This amount consists of the Trustees of the California State University local matching cost, which, together with FTA payments and accrued CI credit, will provide full funding for this bus service and VCTC administrative and other operating costs. The amount of \$475,400 shall be due and payable during 2014-2015 according to the following schedule:

Due Sept 30, 2014	\$ 110,100.00
Due Nov 30, 2014	\$ 110,100.00
Due Jan 31, 2015	\$ 110,100.00
Due April 30, 2015	\$ 110,100.00
Due June 1, 2015	\$ 35,000.00

- B. VCTC will continue to provide to CI a variety of analytical, technical and management services designed to facilitate the operation of the system from designated points in Oxnard and Camarillo to the CAMPUS for use by students, employees and visitors. The specific services to be provided by VCTC to CI are as follows:
 - 1. Management and coordination of all CAMPUS shuttle bus service and park and ride locations throughout FY 2014-2015.
 - 2. Continued identification of future CAMPUS shuttle bus service route expansions, service adjustments and/or additional park and ride locations with a focus toward promoting and advancing the CI "Green Campus" concept.

3. Provide analytical and technical expertise in support of the CI Transit Twenty Year Plan.
4. Maintain CAMPUS ridership data and trends.
5. Facilitate access to CAMPUS shuttle bus service during special events at the CAMPUS.
6. VCTC will provide a fiscal year financial statement listing actual cost and revenue for operating the CSUCI service and provide information on any adjustment necessary.

THIS SIXTEENTH AMENDMENT TO THE AGREEMENT HAS BEEN EXECUTED AS OF JULY 25, 2014 AT CAMARILLO, CALIFORNIA.

ATTEST:

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

RICHARD R. RUSH, PRESIDENT
CSU CHANNEL ISLANDS

VENTURA COUNTY TRANSPORTATION COMMISSION

RALPH FERNANDEZ, CHAIR, VCTC

APPROVED AS TO FORM

STEVEN T. MATTAS, GENERAL COUNSEL, VCTC

APPROVED AS TO CONTENT

DARREN KETTLE, EXECUTIVE DIRECTOR, VCTC

RIDER B - GENERAL PROVISION'S FOR SERVICES

1. Commencement of work

Work shall not commence under the Contract until 3 fully executed Contract has been received by the Contractor and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.

2. Invoices

- (a) Invoices shall be submitted, in arrears to the Address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.
- (b) In the event that additional services are performed as authorized, the Contractor shall submit invoices for additional services in accordance with provisions herein.
- (c) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.
- (d) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after (i) the performance completion date of services; or (ii), receipt of an undisputed invoice; whichever is later. Late payment penalties shall not apply to this Contract.
- (e) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof including travel and per diem unless otherwise expressly so provided.

3. Appropriation of Funds

- (a) If the term of the Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for that purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to the CSU under the Contract, and relieve the CSU of any further Obligation therefore.
- (b) CSU agrees that if provision (a) above is involved, commodities, shall be returned to the Contractor in substantially the same condition in which they were delivered subject to normal wear and tear. CSU; further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating,

4. Cancellation

CSU reserves the right to cancel this Contract at any time upon thirty (30) days written notice to the Contractor.

5. Independent Status

The Contractor and the agents and employees of Contractor, in the performance of this Contract shall act in an independent capacity and not as officers or employees, or agents of the State of California. While Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from the CSU.

6- Conflict of Interest

- (a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate and which include the provision, acquisition or delivery of products or service, then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OFM and/or marketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.
- (b) CSU requires a Statement of Economic Interests (Form 700) to in be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions-which may foreseeable have a material effect on any CSU financial interest [reference G.C.820191].

The CSU reserves the right to prohibit participation by the Contractor in bidding to or providing services goods or supplies or any other related action which is required, suggested or otherwise deemed appropriate in the end product of this Contract.

7. Governing Law

To the extent not inconsistent with applicable federal law, this Contract will be construed in accordance with and governed by the laws of the State of California.

8. Assignments

Without written consent of the CSU, the Contract is not assignable by Contractor either in whole or in part.

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

No alteration or variation of the terms of the Contract shall be valid unless; made in writing and signed by the parties hereto and no oral understanding or Contract not incorporated here in shall be binding on any of the parties here to.

11. General Indemnity

The Contractor agrees to indemnify, defend and save harmless the CSU, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance, of this Contract

12. Use of Data

The Contractor shall not utilize any information not a matter of public record which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract regardless of whether the Contractor is or is not under contract at the time such gain is realized. The report, survey, or other product developed by the Contractor pursuant to this Contract is the property of the CSU, and shall not be used in any manner by, the Contractor unless authorized by the CSU.

13. Termination for Default

The CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract and the balance if any, shall be paid the Contractor upon demand.

14. Personnel

The Contractor shall make every effort consistent with sound business practices to honor the specific requests of the CSU with regard to assignment of its employees, however, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

15. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis religion, ethnic group identification sex age physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion color national origin, ancestry, physical handicap, mental medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated hereunder (California Code of Regulations Title 1 Sections 7285.0 et seq.) and the provisions of Article 9.5, Chapter 1, Part 1 Division 3, Title 2 of the Government Code (Government Code Section 111354-11139) and the regulations or standards adopted by the awarding state agency to implement such article.
- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hour notice, to such of its books, records accounts, other sources of information and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action, Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC 4212 or VERA) and Section 505 of the Rehabilitation Act of 1973, as amended (29 USC 793) and the implementing regulations found at 41 CFR 60-1.2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.
- (e) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining, or other agreement.
- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract (Gov. Code Section 12590 11135 et seq. Title 2 California Code of Regulations, Section 8107).

16 Drug Free Workplace Certification

By accepting a contract or purchase order, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et seq.) and will provide a drug free workplace by doing all of that which Section 8355 et seq. require.

17. Severability

It is expressly agreed and understood by the parties hereto that if any provision of this Contract is held to be unconscionable or invalid under any applicable statute or law it is deemed to that extent to be omitted. However the balance of the Contract shall remain in full force and effect.

18. Dispute

Any dispute arising under the terms of this Contract which is not resolved within a reasonable period of time by authorized representatives of the Contractor and the CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designated representative) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed term(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success either party may seek resolution employing whatever remedies exist in law or equity beyond this Contract. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Contract.

19. Privacy of Personal Information

Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the States Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article I, Section 1. Contractor shall not release personal information contained in CSU records without full compliance with applicable state and federal privacy laws. Contractor further acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code Section 1212g) applicable to student records and information from student records. Contractor shall maintain the privacy of protected personal information.

20. Waiver of Rights

Any action or inaction by the CSU or the failure of the Contractor to enforce any right or provision of the Contract shall not be

construed to be a waiver by the CSU: of its rights hereunder and shall not prevent the CSU from enforcing such provision or right on any future occasion. The rights and remedies of the CSU provided herein shall not exclusive and are in addition to any other rights and remedies provided by law.

21 Endorsement

Nothing contained in this Contract shall be construed as conferring on any party hereto, any right to use the other parties name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

21 Patent, Copyright, and Trade Secret Indemnity

A contractor may be required to furnish a bond to the CSU against any and all loss damage, costs, expenses, claims and liability for patent, copy-right and trade secret infringement. In addition:

- (a) The Contractor, at its own expense, shall defend any action brought against CSU to the extent that such action is based upon a claim that the products supplied by the Contractor or the operation of such product infringes a United States patent copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the CSU in any such action. Such defense and payment shall be conditioned on the following:
 - (i) That de Contractor shall be notified within a reasonable time in writing by the CSU of any notice of such claim; and,
 - (ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved the CSU has the option to participate in such action its own expense.
- (b) Should the product or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United State or foreign patent or copyright or a trade secret, the CSU shall permit the Contractor at its option and expense either to procures for the CSU the right to continue using the product, or to replace on modify the same so that they become non-infringing provided such replacement or modified product satisfies the performance requirement specified in the Contract. If none of these options can reasonable be taken, or if the use of such product by the CSU shall be prevented by injunction,

the Contractor agrees to take back such product and make every reasonable effort to assist the CSU in procuring a substitute product. If, in the sole opinion of the CSU, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical the CSU shall then have the option of terminating the contract or applicable portions thereof without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.

23. Compliance with NLRB Orders

Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with Public Contract Code Section 10296.

24. Examination and Audit

For contracts in excess of \$10,000 the Contractor shall be subject to the examination and audit of (a) the Office of the University Auditor and of the State Auditor for a period of three (3) years if the final payment under the contract in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively. The examination and audit shall be confined to those matters connected with the performance of the contract including, but not limited to the costs of administering the Contract.

25. DVBE and Small Business Participation

The State of California supports statewide participation goals of 3% for disabled business enterprises (DVBE Program) and requires agencies to provide a 5% preference when awarding contracts to small businesses. Only small businesses certified by the Office of Small and Minority Businesses (OSMB) are eligible to receive the preference. The CSU encourages all contractors to use the services of DVBE and OSMB certified small business enterprises whenever possible and to report their use to the CSU.

26. Citizenship and Public Benefit

If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; STAT 2105, 226869)

27. Americans with Disabilities Act

Contractor warrants that it complies with California and federal disabilities laws and regulations.

211 Child Support Compliance Act

For any contract in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code Section 7110, that:

(a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

(b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all its-employees to the New Hire Registry maintained by the California Employment Development Department.

29. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the contract number and contractor identification number may be returned to contractor and may cause delay in payment.

30. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor indentured labor under penal sanction or abusive forms of child labor or exploitation of children in sweatshop labor. Contractor shall cooperate fully in providing reasonable access to the Contractor records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108).

31. Covenant Against Gratuities

The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the CSU; with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by

the CSU in procuring on the- open market any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the CSU provided in this clause shall not be exclusive and are in addition to any other right and remedies provided by law or under the Contract.

32. Rights and Remedies of CSU for Default

(a) In the event any deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU: may reject the same and it will thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of the service without expense to the CSU, and immediately to replace all such rejected items with others conforming to such specifications or samples, provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall there upon have the right to purchase in the open market in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.

(b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (know as "force majeure") shall include by shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure of performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of cause beyond the control of the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

(c) In the event the termination, either in whole or in part by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.

(d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law under the Contract.

33. Contractor's. Power and Authority

The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the CSU hereunder harmless from and against any loss, liability, and expenses (including reasonable attorney fees) arising out of breach of this warranty. Further, Contractor asserts that it will not enter into an arrangement with a third party which might abridge any rights of the CSU under this Contract.

34 Recycled Content Certification

Contractor agrees to certify in writing and under penalty of perjury, the minimum, if not the exact percentage of recycled content materials as defined in Section 12161 and 122200 of the Public Contract Code, in materials, goods or supplies used in the performance of this Contract.

35. Entire Contract

This Contract sets forth the timeline between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

36 Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to any specific safety requirements contained in the Contract or as require law or regulation. Contractor shall take any additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements unless promptly corrected, shall be grounds for termination of this Contract in accordance with default provisions thereof.

37. Follow-On Contracts

a) If the Contractor or its affiliates provide Consulting and Direction (as defined below) the Contractor and its affiliates:

(i) will not be awarded subsequent Contract to supply the service of system or any significant component thereof that is used for or in connection with any subject of such Consulting and Direction; and

(ii) will not act as a consultant to any person or entity that does not receive a Contract as described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever comes later.

b) "Consulting and Direction" means services for which the Contractor received compensation from the CSU and includes:

(i) development of or assistance in the development of work statement specifications, solicitations or feasibility studies;

(ii) development or design of test requirements;

(iii) evaluation of test data.

(iv) direction of or evaluation of another Contractor.

(v) provision of formal recommendations regarding the acquisition of products or services; or

(vi) provision of formal recommendations regarding any of the above. For purposes of this Section "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling or under common control with the Contractor. Control exists when an entity owns or directs more than fifty (50%) percent of the outstanding stocks or securities representing the right to vote for the election of directors or other managing authority.

c) Except as prohibited by law the restrictions of this section will not apply.

(i) to follow-on advice given by vendors of commercial off-the-shelf products including Software and Hardware, on the operation, integration, repair or maintenance of such products after sale; or

(ii) where the CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution

expressly calls for future recommendations among the Contractor's own products.

d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on Public Contractors by California law ("Conflict Law"). In the event of any, inconsistency, such Conflict Laws overrule the provisions of this Section, even if enacted after execution of this Contract.

38. Expiration of Corporations

By accepting a Contract or purchase order, the Contractor declares under penalty of perjury under the laws of the State of California that the Contractor is eligible to contract with the CSU pursuant to The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286 et. Sec.

39. Insurance Requirements

Contractor shall furnish to the CSU prior to the commencement of work a underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for the contractor with combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and in that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

(a) The certificate of insurance shall provide:

(i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the CSU:

(ii) That the State of California, the Trustees of the California State University, the CSU, and the employees, officers and agents of each of them are included as additional insureds but only insofar as the operations under this contract are concerned;

(iii) That the State, the Trustees, and the CSU and the employees, officers, and agents of each of them will not be responsible for any premium or assessments on the policy.

(b) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance as provided herein for not less than the remainder of the term of the contract or for a period of not less than one (1) year. New certificates of insurance of insurance are subject to the approval of the CSU, and the contractor agrees that no work or service shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided the CSU may in addition to any other remedies it may have terminate this contract upon termination of this contract upon the occurrence of such event.

(c) Workers' Comprehensive Insurance coverage as required by the State of California



Item #8G

July 25, 2014

TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: VICTOR KAMHI, BUS SERVICES DIRECTOR
AARON BONFILIO, PROGRAM MANAGER FOR BUS TRANSIT**

**SUBJECT: VISTA COASTAL EXPRESS SERVICE MEMORANDUM OF UNDERSTANDING WITH
THE SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (SBCAG)**

RECOMMENDATION

- Approve the VISTA Coastal Express Service Memorandum Of Understanding (MOU)

BACKGROUND

Since 2001, the Santa Barbara County Association of Governments (SBCAG) and the Ventura County Transportation Commission (VCTC) have partnered to co-manage and co-fund the VISTA Coastal Express intercounty bus service. The Coastal Express operates daily with stops in Ventura, Carpinteria, Santa Barbara and weekday peak hour service to Oxnard and Goleta. The service operates 56 trips on weekdays, 20 trips on weekends, and carries approximately 300,000 passengers annually. In addition, SBCAG independently operates the "Coastal Express Limited", which is funded with Caltrans Highway 101 widening mitigation funds. Because the "Coastal Express Limited" will no longer receive state funding after the end of the year, it will be functionally merged with the VISTA Coastal Express.

The existing MOU which governs the provision, management, and funding of the VISTA Coastal Express service was originally signed in 2000 and has been updated several times. As a result of Commission-adopted policies to fundamentally change how VCTC operates and funds the VISTA transit system, the Coastal Express Policy Advisory Committee (PAC) felt that it was appropriate that the MOU be revised to reflect those changes.

Under the new MOU, funding for the Coastal Express continues to be shared equally by the two agencies. The Coastal Express PAC is recommending that the SBCAG Board and the Commission approve the revised MOU for the Coastal Express. Unlike the prior versions of the Coastal MOU, the proposed MOU is for a three-year term, at which time the service and operating agreement will be reassessed.

The SBCAG Board approved the MOU at their meeting of June 19, 2014. A copy of the MOU is included as Attachment 1.

Attachment 1

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE VENTURA COUNTY TRANSPORTATION COMMISSION

AND

THE SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS

Regarding Coordination of Intercity, Fixed Route Public Transportation Service between Ventura County and Santa Barbara County.

This Memorandum of Understanding (MOU) is entered into between the Ventura County Transportation Commission, hereinafter referred to as "VCTC", and the Santa Barbara County Association of Governments, hereinafter referred to as "SBCAG", for the purpose of defining agency roles, responsibilities and commitments in conjunction with the operation of intercity fixed- route public transportation service in the US 101 corridor between Ventura County and Santa Barbara County.

WHEREAS, the VCTC initiated intercity bus service in 1994 and inter-county bus service in 1999; and

WHEREAS, due to increasing requests for transportation alternatives and increasing congestion on the 101 freeway corridor between Ventura and Santa Barbara counties the creation of bus transit service was desired leading to the implementation of the VCTC operated COASTAL EXPRESS route, herein after referred to as COASTAL EXPRESS, in 2001; and

WHEREAS, the COASTAL EXPRESS is one route of the VCTC regional fixed route intercity bus system that provides intercity transportation within Ventura County and to adjacent counties; and

WHEREAS, the Ventura/Oxnard large-urbanized area, as defined by the United States Census Bureau, is uniquely positioned to maximize federal transit funds; and

WHEREAS, VCTC had limited ability to provide local match required for the use of federal transit funds and SBCAG had local funds that could be used as local match a financial partnership was created to fund the Coastal Express route through an MOU first approved in August 2000; and

WHEREAS, in April 2013, VCTC restructured its intercity bus operations to fully implement a regional intercity transit system and in doing so no longer requires a local match contribution to maintain a comparable level of service; and

WHEREAS, while VCTC no longer requires the local match for federal funds as provided by SBCAG in order to fund the COASTAL EXPRESS route, the agencies continue to desire to work cooperatively to support the COASTAL EXPRESS through a this Memorandum of Understanding;

NOW THEREFORE, this document reflects the intent of both parties to coordinate the operation of the COASTAL EXPRESS, as described below.

1. Project Description

The COASTAL EXPRESS is a regularly-scheduled, fixed-route, intercity express bus route between Ventura and Santa Barbara Counties and is one route in the VCTC regional intercity bus system. The service is open to the public, for all trip purposes, and will be fully

accessible to persons with disabilities. The service will be on-going, with an annual review to include service modifications and budget adjustments based on recommendations from the Policy Committee.

2. Policy Committee

The Coastal Express Policy Committee shall consist of three representatives from VCTC and three representatives from SBCAG. The members from SBCAG shall be selected by the SBCAG board of directors. The Ventura County representatives shall be selected by the VCTC. The Santa Barbara Metropolitan Transit District (SBMTD) shall designate a representative and the Gold Coast Transit District (GCTD) shall designate a representative to serve as ex-officio members of the Policy Committee.

A quorum shall consist of two voting representatives from each county, and no action shall be taken without a quorum. The Chairperson of the Policy Committee shall rotate annually between members from Ventura and Santa Barbara counties. The committee shall meet at least quarterly and adopt an annual meeting schedule prior to January 1 of each year.

The Policy Committee shall make recommendations involving but not limited to the following issues:

- Fare adjustments
- Schedule revisions resulting in a change of more than 20% in daily service hours
- Amendments or revisions to the MOU
- Annual budget
- The Coastal Express Ten Year Route Plan and updates

The Policy Committee shall meet prior to April 1 to review and recommend the budget and route plan for the following year, and prior to November 1 to receive the annual report and input from the technical committee with respect to meeting targets for goals, objectives and performance measurements. The Policy Committee shall not set policy but make recommendations to VCTC.

3. Lead Agency

VCTC is the lead agency for administration of the COASTAL EXPRESS and is responsible for service contracting and compliance with all federal and state requirements, including reporting requirements pursuant to the National Transit Database.

4. Budget and Annual Report

The COASTAL EXPRESS will operate seven days a week, excluding major holidays. The priority area for interregional service will be the Ventura/Oxnard and Santa Barbara urbanized areas.

In the course of VCTC operating its regional intercity bus system, the COASTAL EXPRESS route will be reviewed and evaluated continuously to determine if service adjustments are necessary. A route plan and budget for the upcoming fiscal year will be presented to the Policy Committee prior to April 1 of each year for review and recommendation to VCTC and SBCAG. The annual budget must be approved by the VCTC and SBCAG boards. The route plan and budget will include proposed route and schedule information, projected revenue and expenditures, funding commitments by each agency, and a summary of current and future marketing efforts.

An Annual Report will be presented to the Policy Committee prior to November 1 of each year and will include per trip ridership reports, operating farebox ratio, actual revenue and expenditures, and other standard performance measures for the preceding fiscal year.

5. Coastal Express Route Ten-Year Plan

Prior to October 31, 2014, a Coastal Express Ten-Year Plan shall be developed under the direction of the Policy Committee and adopted by SBCAG and VCTC. The plan shall cover a ten-year period and evaluate, analyze and make recommendations regarding issues such as, but not limited to, service levels, funding, goals and performance measures, and fares. The Coastal Express Route Ten-Year Plan will be updated, under the guidance of the Policy Committee as part of VCTC's intercity bus system planning on a regular basis and in coordination with SBCAG.

6. Funding

VCTC and SBCAG shall share equally in the costs associated with the service, after deducting Federal Transit Administration (FTA) 5307 funds attributable to the service net of their administrative costs, all passenger fares, advertising revenue, and any other operating revenue generated by or attributable to the route. VCTC and SBCAG shall continue to fund the COASTAL EXPRESS route under this arrangement. Service levels shall be established and agreed upon by both agencies through the annual route plan and budget as described in Section 4.

In addition to the annual funding commitment agreed upon by both agencies. SBCAG or VCTC shall have the option of funding additional Coastal Express service at the agency's sole expense. Coastal Express service funded exclusively by either agency shall be fully integrated into the Coastal Express annual budget and route plan.

7. Technical Committee

A Technical Committee shall be established and consist of staff representatives from VCTC, SBCAG, the Gold Coast Transit District, and the Santa Barbara Metropolitan Transit District, and the contract operator.

The Technical Committee will advise VCTC on operational elements including routes, schedules, adjustments to the performance standards in the Coastal Express Transit Plan, the annual budget, the annual report, and other service details and make recommendations to the Policy Committee. Minor modifications to service plans, routes and schedules are delegated to the Technical Committee.

8. Staffing and Administration

VCTC shall manage the COASTAL EXPRESS route as part of the VISTA intercity transit system. VCTC's cost to manage, operate and administer the COASTAL EXPRESS shall be allocated proportionally based on the share of COASTAL EXPRESS revenue hours as a portion of the total amount of VISTA revenue hours. The estimated annual cost for administering the COASTAL EXPRESS shall be included in the annual COASTAL EXPRESS budget. The estimated SBCAG costs associated with assisting in the planning and administration of the Coastal Express shall also be included in the annual budget. Duties relating to the Coastal Express to be performed by VCTC in consultation with SBCAG shall include: planning, marketing/branding, managing the service contractor, customer service, preparing and managing grants, preparing agendas, reports, and minutes for Policy Committee, Technical Committee meetings, providing monthly service reports to SBCAG, regular meetings with SBCAG staff. VCTC shall maintain insurance and indemnification provisions identical or substantially similar to the terms identified in Attachment A in any agreement with a firm to provide transportation services, including the Coastal Express.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the Parties agree all losses or liabilities incurred by a party shall not be shared pro rata but instead the Parties agree, pursuant to Government Code Section 895.4, each of the Parties (the "Indemnifying Party") shall fully indemnify and hold harmless each of the other Parties, their officers, board

members, employees and agents, from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the Indemnifying Party, its officers, board members, employees, agents or volunteers, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under the MOU. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees, agents or volunteers under or in connection with or arising out of any work, authority or jurisdiction delegated to an Indemnifying Party under the MOU. This Indemnification provision shall survive any expiration or termination of the MOU.

9. Equipment

VCTC shall provide and maintain the equipment necessary to support the COASTAL EXPRESS, including but not limited to buses/coaches, GPS systems, fareboxes, and WiFi service.

10. Marketing

VCTC will include the Coastal Express in its intercity bus system marketing activities, promotional materials, printed schedules, etc. Any marketing programs specific to the Coastal Express may be developed either cooperatively by SBCAG and VCTC, with the costs for all marketing activities and promotional materials included in the annual budget and shared equally, or by either agency as a part of its internal marketing program controlled and paid for by the sponsoring agency. The schedule and other service information shall be accessible on the VCTC website and the SBCAG Traffic Solutions website. VCTC's existing guaranteed-ride-home and SBCAG Traffic Solutions emergency- ride-home programs will be available to users of the service.

11. Amendment

This MOU can only be amended upon recommendation by the Policy Committee.

12. Term of the Memorandum of Understanding Agreement

The term of this Memorandum of Understanding shall be from July 1, 2014 to June 30, 2017. This Agreement may be terminated by either party upon written notification to the other three months prior to the beginning of the next fiscal year. In that event, the Agreement will terminate at the end of the existing fiscal year.

VENTURA COUNTY TRANSPORTATION COMMISSION

COMMISSION CHAIR

Date

APPROVED AS TO FORM:

VCTC COUNSEL

Date

SANTA BARBARA ASSOCIATION OF GOVERNMENTS

_____	_____
BOARD CHAIR	Date

APPROVED AS TO FORM:

_____	_____
SANTA BARBARA COUNTY COUNSEL	Date

Attachment A

1. INSURANCE

A. LIABILITY INSURANCE. The CONTRACTOR, at its own cost and expense, will procure and maintain during the term of this Agreement liability insurance coverage of the following types, written on an "occurrence" form and with not less than the following limits of liability:

1. GENERAL PUBLIC LIABILITY AND PROPERTY DAMAGE - \$10 million per occurrence. This coverage will include, but not be limited to:

- i. Operations – Premises Liability;
- ii. Independent Contractors Liability – Broad Form;
- iii. Contractual Liability covering the CONTRACTOR's obligations herein;
- iv. Personal Injury Liability extending to claims arising from employees of the CONTRACTOR; and
- v. Completed Operations and Products Liability.

2. AUTOMOBILE LIABILITY INSURANCE FOR PROPERTY AND LIABILITY COVERAGE FOR OWNED AND NON-OWNER HIRED AUTOMOBILES - \$10 million per occurrence.

3. No later than 10 working days prior to the commencement of work, the CONTRACTOR must furnish the COMMISSION with a Certificate of Insurance evidencing satisfaction of the above coverage requirements.

4. THE CERTIFICATE MUST ALSO CONTAIN THE FOLLOWING LANGUAGE:

i. "The Agencies as specified by the VISTA Agreements including the Ventura County Transportation Commission, the City of Camarillo, the City of Fillmore, the City of Moorpark, the City of Oxnard, the City of San Buenaventura, the City of Santa Paula, the City of Simi Valley, the City of Thousand Oaks, the City of Carpinteria, the City of Santa Barbara, the City of Goleta, the County of Santa Barbara, the Santa Barbara County Association of Governments; the State of California, the Trustees of California State University and the employees, officers and agents of each of them; and the County of Ventura are additional insureds."

ii. "The liability assumed by the CONTRACTOR under the provisions of the Hold Harmless and Indemnity clause contained in the Agreement is covered by the terms of this policy."

iii. "The policy will not be canceled or materially changed without thirty (30) days prior written notice to the COMMISSION."

B. WORKERS COMPENSATION INSURANCE. As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the CONTRACTOR will secure the payment of Worker's Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and will furnish the COMMISSION with a certificate evidencing such coverage.

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Item # 8H

July 25, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: STEPHANIE YOUNG, PROGRAM ANALYST

SUBJECT: REVISION TO OXNARD CONGESTION MITIGATION AND AIR QUALITY (CMAQ) FUNDS

RECOMMENDATION:

- Transfer \$131,000 of CMAQ funds from the Victoria Avenue Bus Stops in the City of Oxnard to the Oxnard Boulevard Bike Path.

BACKGROUND:

The Oxnard Boulevard Bike Path was awarded \$341,000 in Congestion Mitigation and Air Quality (CMAQ) funds in the SAFETEA-LU Call for Projects. The City of Oxnard also received \$374,962 in CMAQ funds from the 2012 Mini Call for Projects for the Victoria Avenue Bus Stops. Due to cost increases in construction of the Oxnard Boulevard Bike Path, the city would like to transfer \$131,000 CMAQ from the Victoria Bus Stops project to the Oxnard Boulevard Bike Path.

This recommendation was reviewed by TTAC at the July 17, 2014 meeting.

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Item #81

July 25, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: DARREN KETTLE, EXECUTIVE DIRECTOR

SUBJECT: VCTC OFFICE BUILDING PROJECT MANAGEMENT

RECOMMENDATION:

- Authorize release of Request for Proposals for Project Management professional services to serve as VCTC Project Manager/representative for building renovation/reconstruction.

BACKGROUND:

In early 2013 the Commission initiated discussions of relocating VCTC's office and the Commission's interest in acquiring a building. Over the last several months, the Commission has been providing input toward negotiations with the City of Camarillo related to the possible acquisition of a city owned (formerly redevelopment agency owned) building located at 2220 Ventura Boulevard. VCTC and the City are very near to an agreement for the purchase of the building and it is hoped that a recommended agreement will be presented to the Commission and the City Council in early Fall of this year.

The building was constructed in 1964 and originally was a county courthouse. Since the closure of the courthouse the county utilized the building for a variety of other purposes prior to selling it to the City of Camarillo Redevelopment Agency in 2006. The City has been using the building for overflow office space. VCTC retained a consultant to prepare a due-diligence study to determine feasibility and better inform the Commission decision-making related to purchasing and renovating the subject building. In summary, the study concluded that for VCTC to occupy the building a major building renovation would be required to get the building up to code and habitable. The vision of the building gaining LEED certification adds a level of complexity to the renovation/reconstruction.

VCTC does not have construction project project management experience on staff for a project of this magnitude necessitating this Request for Proposals for project management professional services. In the interest of facilitating the project in a timely fashion releasing an RFP at this time would allow for the potential to award a professional services contract in the same timeframe as the consideration of the purchase agreement. Should the purchase of the building by VCTC not take place the RFP would be cancelled and no professional services agreement awarded. A draft RFP is attached.



ATTACHMENT

DRAFT

**VENTURA COUNTY TRANSPORTATION COMMISSION
REQUEST FOR PROPOSALS
FOR
PROFESSIONAL SERVICES TO SERVE AS PROJECT MANAGER FOR
OFFICE BUILDING ARCHITECTURAL DESIGN AND CONSTRUCTION**

INTRODUCTION

The Ventura County Transportation Commission (VCTC) is soliciting proposals from professional project management consultants to provide full service project management services to assist VCTC staff with the selection and management of an architectural services firm, and management of renovation construction of a new headquarters facility located at 2220 Ventura Boulevard, Camarillo, California. The Project Manager will represent the best interests of VCTC in this important public agency project, and will maintain a close working relationship with VCTC and its design and consultation team.

BACKGROUND

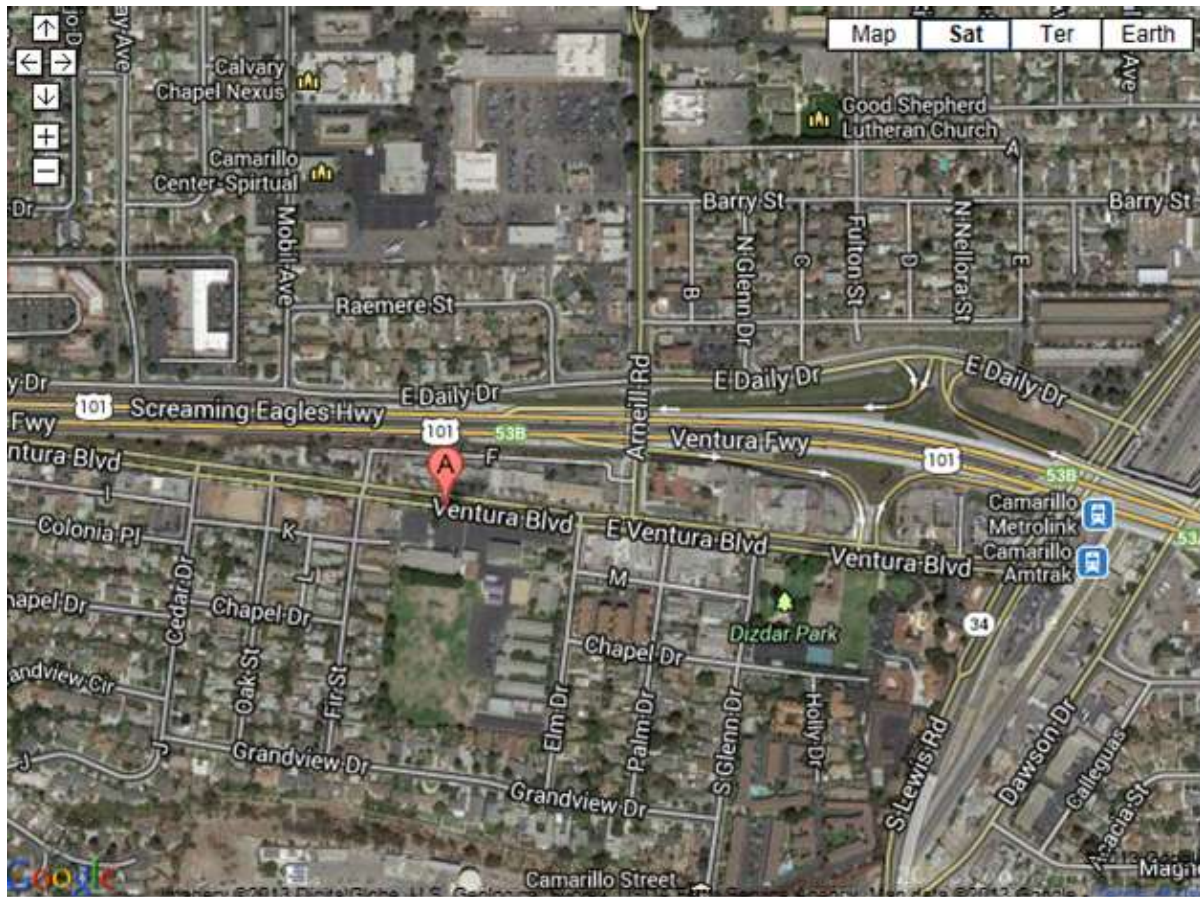
The Commission occupies 6750 square feet of leased office space at 950 County Square Drive, a professional office building known as Lincoln's Inn. VCTC has been at this location since it "opened for business" in 1989. VCTC is working with the City of Camarillo to purchase a building that has been owned by the City's redevelopment agency since being acquired from the County of Ventura in 2006. The building was originally a county courthouse and served other purposes for the County prior to the County selling it to the City of Camarillo RDA in 2006. A map and photo of the building location is included in this RFP.

The building is located in the pedestrian oriented Old Town Camarillo and is a couple of blocks from the Camarillo Metrolink/Amtrak Station where VCTC's VISTA 101 and VISTA CSUCI's route make frequent stops, is centrally located within the county and has easy access to Highway 101. The building is 12,600 square feet. The building is a rectangular concrete tilt-up and double-wythe brick wall structure. A due diligence report commissioned by VCTC concluded that the building will require substantial remediation, repairs and code compliance upgrades to make the building useable for public agency purposes. The Commission envisions a high efficiency tenant improvement designed to address the site and building aesthetics, including tenant and site improvements achieving LEED certification and ready for VCTC occupancy.

Legislation is currently pending that would provide VCTC with the authority to utilize design-build project delivery. Should the Legislature approve and Governor sign legislation granting this authority, VCTC may consider design-build project delivery for this project.

The Commission has preliminarily set aside \$3.5 million for the capital expense of purchase and construction.





PROJECT TEAM ORGANIZATION

VCTC will retain the Project Manager (PM). The PM will report directly to the Executive Director. The PM will assume the day-to-day management of the project throughout each phase, and will work closely with the project architect who may provide architectural, engineering, interior, and technology services.

MINIMUM QUALIFICATIONS

Project management firms must meet the following minimum qualification requirements in order to be considered for this project.

A. General Experience of Firm or Principals of Firm: Minimum of five years of experience managing public agency projects of substantial size and scope (\$3 million or more; 10,000 square feet or larger)

B. Relevant Experience of Firm: Minimum of five significant construction projects involving rehabilitation of old buildings, civic buildings and/or other similar facilities.

C. PM Team Qualifications: Demonstrated experience of key individuals assigned to the project with management and technical abilities necessary to perform the scope of services.

General Contractor Pre-Qualification: Appropriate experience in prequalifying general contractors for a project of this type.

Location: Professional firm based in California with an office location convenient to the project.

SCOPE OF WORK

The PM will assist VCTC in overseeing the renovation/construction of the new VCTC headquarters. Throughout the pre-construction, bidding, construction and post-construction phases, the PM will be responsible for effective communication, coordination, quality control, cost efficiency, documentation, and timeliness. A description of the services required of the PM is provided in this section.

General Project and Construction Management:

Staff Assistance - Provide technical and managerial staff assistance to the VCTC. Coordinate and oversee various disciplines necessary to renovate/construct the VCTC office building, including engineering, architecture, building-construction, installation, finish-work, and inspection.

Master Schedule - Prepare and maintain a master project schedule based on anticipated construction schedules, and integrate all reviews, approvals, or other actions required by VCTC, review agencies, and any other entities.

Cost Control - Under direction of VCTC, establish and implement cost estimating, monitoring, and control procedures. Provide cost reports to the City monthly or more frequently as needed.

Documents Control - Maintain relevant documentation, records, plans, drawings, logs, instructions, reports, construction site documents, minutes, funding compliance records, and correspondence.

Meetings - Organize, schedule, attend and record all project related meetings.

Reports - Present or make available project scheduling, progress, submittals, change orders, and other reports deemed pertinent.

Pre-Construction Phase:

Facilitate Selection of Qualified Architectural – Utilizing VCTC format prepare documents for Commission approval soliciting Architectural Professional Services leading to professional services consultant contract to redesign/design and develop complete bid documents for VCTC office building.

Firm Project Cost Estimates - Provide independent detailed cost estimate of construction costs during design development and construction document phases.

Design, Constructability and Value Engineering Review - Evaluate plans for accuracy and completeness and advise on most cost effective design alternatives, materials, building systems, equipment and methods of delivery.

Bid Document Preparation - Review plans and specifications and coordinate assembly and distribution of bid documents.

Pre-Qualification of General Contractors - Provide pre-qualification requirements, conduct contractor outreach, surveys and assessments, and prepare written evaluation and recommendation.

Bidding and Contract Award Phase:

Bid Management - Work with VCTC and architect and issue bid documents, provide information to bidders, conduct pre-bid conference, assist in bid review, and evaluate any bid protests.

Bid Review - Prepare detailed bid tabulation and review bids for price proposals, conformance to requirements, accuracy of quantities, rates and unit prices, and time and schedule impacts. Assist with reference checks, report on bidders' acceptability, and make recommendation for award.

Bid Award - Coordinate preparation of construction contract documents, advise City regarding subcontractors and suppliers, and arrange pre-award conference.

Construction Phase:

Pre-Construction Conference - Conduct construction mobilization meeting with contractor, VCTC, agencies, utilities, and architect. Review plans, scheduling, general conditions, compliances, staging, security, reporting procedures, site rules and other key elements.

On-Site Construction Management and Coordination - As an agent of the VCTC, ensure regular coordination and communication between City, architect and contractor.

Permits, Bonds and Insurance - Assist contractor with obtaining required permits and certifying insurance and bond requirements.

Schedule Maintenance - Maintain master schedule and monitor contractor detailed and date specific construction schedule to ensure all construction tasks, submittals and reviews are accomplished. Update schedule as necessary, and distribute to appropriate parties.

Construction Contract Supervision - Manage and coordinate all construction activities in accordance with approved construction documents, estimate and schedule.

Construction Observation and Inspection - Facilitate, inspect, and document all building and site construction tasks including but not limited to: construction staging, detours, utility coordination, traffic access, pedestrian access, drainage, embankment construction, clearing and grubbing, grading, NPDES requirements, base and surfacing, signing, lighting, landscaping, erosion control, and FF&E.

Information, Shop Drawings, Samples & Other Submittals - Log, process and expedite contractor requests for information and submittals. Analyze time and cost impacts, coordinate with architect, and maintain records.

Change Order Management - Investigate, estimate, negotiate, recommend, and process contract change orders. Prepare tabulated change order monitoring and impact reports describing work, cost and progress.

Testing, Inspection and Special Services - Recommend, coordinate and monitor field and lab testing services, inspections, site surveys, utilities, geotechnical and other services, as required.

Safety Program - Monitor contractor's compliance with safety program, respond to deficiencies and hazards, and investigate and report on accidents.

Document Control and Recordkeeping - Maintain and make available logs and files on contracts, submittals, design, engineering, construction, change orders, test reports, inspections reports, regulations, and other records as required.

Progress Monitoring and Reporting - Maintain daily log of construction activities and conditions. Conduct and record weekly jobsite progress meetings, and submit work and cost progress reports at least monthly to the VCTC.

Cost Accounting and Payments - Maintain updated construction cost estimates, keep accounting records of actual costs and change orders, monitor contractor cost compliances, and submit progress payment requests to the VCTC.

As-Built Drawings - Regularly review contractor's as-built drawings for accuracy and completeness, and provide a final set to VCTC.

Claims Assistance - Assist with claims resolution by gathering findings of fact, evaluating findings and strategies, and making recommendations to the VCTC.

Initial Start-Up, Punchlists and Building Inspections -- Supervise start-up of utilities, equipment and operational systems, schedule job walks and building inspections, and prepare punchlists for incomplete or defective work.

Post Construction Phase:

Final Punchlist and Inspection - Oversee final job walk, punchlist, and job completion with contractor and architect. Coordinate final inspections and certificates of completion.

Operations and Maintenance Manuals and Warranties - Obtain and review manuals, warranties and certificates for equipment and building systems. Conduct appropriate training for VCTC staff.

Closeout Documentation - Coordinate completion, issuance and submission of all closeout documents to the VCTC including, but not limited to: record drawings, lien waivers and releases, operations and maintenance manuals and warranties, permit inspections, and certificates and notices of completion, occupancy and acceptance.

Final Project Report and Payment - Recommend and prepare contractor's final payment. Provide a final report to the VCTC that includes: a financial summary of construction contracting, change orders, architectural, construction management and other services, and direct purchase items; a construction summary with schedule review; and a final acceptance summary.

PROPOSAL CONTENTS

Experience and Qualifications: A concise description of your firm, its background, relevant experience and qualifications, particularly with rehabilitation of old buildings or other civic projects. Include references that may be contacted on past projects of similar scope and type.

Scope of Services: A complete description of the personnel, tasks, methods, technical activities, and products your firm will provide to address the outlined Scope of Services in Part IV. Include your firm's philosophy and approach to managing the critical path and important issues involved in each phase of the project.

Management and Staffing: A brief description of the proposed project personnel structure by function and hourly rate, resumes of principal personnel, and a description of any proposed subcontractors.

Fees: In a separate envelope, provide a fee schedule based on the proposed scope of work, with a not-to-exceed total fee for services.

VCTC Agreement: Included with the RFP is a copy of VCTC's proposed Form of Agreement. A statement must be made in the Proposal that all terms and conditions are acceptable. If any revisions are requested, they must be described in full and in writing.

PROPOSAL EVALUATION

Proposals will be evaluated on the basis of written submittals, experience and qualifications, understanding of the requested services, familiarity with comparable projects, references, and the proposed fee schedule. After an initial proposal screening, interviews will be scheduled with selected firms to further discuss qualifications and performance of services.

AWARD OF CONTRACT

A contract will be awarded to a qualified candidate that VCTC determines will best serve the interest of VCTC and which can and will satisfactorily provide for the required services to VCTC at an advantageous value.

The award of the contract is anticipated to be made within 120 days after the submittal deadline. Until an award is made, the right will be reserved to reject any or all Proposals for any reason without cause and to waive irregularities or discrepancies if to do so is deemed to best serve the interests of the VCTC. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the respondents.

PROPOSAL REQUIREMENTS

Proposers shall submit one (1) original with wet signature (.pdf allowed) of the proposal no later than 4:00 P.M. Pacific Time Friday August 15, 2014. Proposals delivered after the stated time will not be considered.

Proposals shall be delivered to the VCTC offices at:

Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

Electronic Proposals may be submitted to: dkettle@goventura.org

VCTC reserves the right to reject any and all proposals, whole or in part, submitted and to request additional information. Contract negotiations will be initiated with the firm that the VCTC deems best qualified to complete this work.

VCTC CONTACT INFORMATION

All questions, comments and proposals should be directed to:
Darren Kettle, Executive Director
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003
Phone: (805) 642-1591 (ext. 123)
Email: dkettle@goventura.org

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation Insurance: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees)*

Professional Liability (Errors and Omissions) Insurance: Appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains higher limits than the minimums shown above, the VCTC requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the VCTC.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: The VCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the VCTC, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the VCTC.

Waiver of Subrogation: Consultant hereby grants to VCTC a waiver of any right to subrogation which any insurer of said Consultant may acquire against the VCTC by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the VCTC has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the VCTC. The VCTC may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the VCTC.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Consultant shall furnish the VCTC with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the VCTC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The VCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that VCTC is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances: VCTC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Item #9

July 25, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: STEPHANIE YOUNG, PROGRAM ANALYST

SUBJECT: FISCAL YEAR (FY) 2013/14 PROPOSITION 1B TRANSIT SECURITY SELECTION OF PROJECTS

RECOMMENDATION

- Approve the attached project list for \$709,972 in FY 13/14 Proposition 1B Transit Safety and Security projects.
- Approve \$295,132 of the 2014/15 Proposition 1B Transit Security funds for the remainder of the Gold Coast project, to be submitted by staff as soon as allowed by the California Governor's Office of Emergency Services (Cal OES).

BACKGROUND

The State has appropriated \$60 million in Proposition 1B Transit Safety, Security & Disaster Response bond funds for FY 2013/14. These Transit Security funds are distributed by formula to regional transportation agencies and transit operators. Based on the formula the Ventura County Transportation Commission (VCTC) can receive \$709,972, which is available for eligible transit capital projects within Ventura County, subject to available bond financing.

DISCUSSION

At the June 6, 2014 meeting, the Commission approved the schedule for agencies to submit proposals for Security projects by June 12, 2014. Staff received project nominations totaling \$1,965,776. The attached table shows the amount requested for each project and the projects that staff is recommending for funding. Bus and facility security cameras are recommended for funding since they are a basic security and safety measure that most transit operators in the county already have. In order to achieve an equitable distribution of funds across the county, staff consulted with agencies that had multiple project requests in order to determine their highest priority projects that would have the greatest impact on safety and security and recommended those projects. In this round of funding, the SCRRA project is not recommended because SCRRA has received a large amount of Proposition 1B Security funds in past grant cycles and a priority was placed on equitable distribution of funds.

Due to the large amount of fund requests, the VCTC cannot program the full amount of the Gold Coast Facility Security project at this time. Staff recommends that Gold Coast receive \$204,868 in FY 13/14 Transit Security funds, with the remainder of the project funded with FY 14/15 Transit Security funds. In the past, Cal OES has opened the call for project applications for the fiscal year in December or January, so staff expects that Gold Coast would be able to apply for the remaining \$295,132 this winter to receive

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funds at the end of 2015. Staff has consulted with Gold Coast and confirmed that this schedule works with the construction schedule of the new transit facility. The pre-programming of \$295,132 of FY 14/15 Transit Security funds would reduce the FY 14/15 unprogrammed balance to \$414,840.

As authorized by Proposition 1B, this program has only two more years, FY 14/15 and FY 15/16, with VCTC receiving \$709,972 each year. Given that nearly half of the FY 14/15 funds will be committed by this recommended action, staff expects to program the remaining funds through one more call for projects only. In order to carefully prioritize the last remaining funds, staff will consider recommending more specific project selection criteria for the final round.

Per the Proposition 1B guidelines, projects cannot proceed until Cal OES confirms that bond funds are available and approves the grants. After Commission approval and submittal of applications, each transit operator receives the funds directly from the state.

This recommendation was approved by TRANSCOM at the July 10, 2014 meeting.

**FY 2013/14 Proposition 1B Transit Safety and Security Project Proposals and
Recommended Funding**

Agency	Project	Amount Requested	Staff Recommendation
Camarillo	CAT Fleet Cameras	\$ 40,000	\$ 40,000
Gold Coast	New Facility Security Equipment	\$ 500,000	\$ 204,868
VCTC	Heritage Valley Bus Cameras	\$ 188,500	\$ 188,500
Ojai	Public Works Yard Gates/Fencing	\$ 53,604	\$ 53,604
Ojai	Public Works Yard Cameras	\$ 3,000	\$ 3,000
Ojai	Trolley Parking Area Roof	\$ 95,000	\$ -
Thousand Oaks	Bus Parking Area Cameras	\$ 30,000	\$ 30,000
Thousand Oaks	MSC Replacement Fencing	\$ 100,000	\$ -
East County Transit Alliance	ADA Vehicle Cameras	\$ 40,000	\$ 40,000
Countywide	Countywide Transit Communications Network	\$ 150,000	\$ 150,000
SCRRA	Track Security Project	\$ 709,972	\$ -
TOTAL		\$ 1,910,076	\$ 709,972

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Item 10

July 25, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: DARREN KETTLE, EXECUTIVE DIRECTOR

**SUBJECT: SELECT FIRM AND AUTHORIZE EXECUTIVE DIRECTOR TO NEGOTIATE
REMAINING TERMS OF CONTRACT FOR INTERCITY TRANSIT SERVICE**

RECOMMENDATION:

- Approve the VCTC Request for Proposals (RFP) Evaluation Panel's recommendation, in response to RFP 1415-9164-FR, VCTC Intercity Transit Service, to award a contract to Roadrunner Management Services, Inc.;
- Authorize the Executive Director to negotiate all remaining terms of the contract for transit services in a form approved by VCTC legal counsel;
- Authorize the Commission Chairman to execute the nine-year contract with Roadrunner Management Services, Inc. in an amount not to exceed \$66,850,000.

BACKGROUND:

On May 9, 2014 the Commission approved the release and issuance of Request for Proposals (RFP) No. 1415-9164-FR, VCTC Intercity Transit Service. The RFP sought the most qualified proposal that provided the best value to VCTC. Immediately following the May Commission meeting the RFP was released and publicized locally as well as nationally. An optional pre-proposal conference for potential bidders was held on May 15, 2014. Seven transportation operations and management firms attended the conference, as well as one vehicle sales company. Two addenda to the RFP were issued, which included VCTC's responses to questions submitted by potential bidders seeking additional clarification regarding the RFP. The deadline to submit proposals was June 11, 2014. VCTC received responsive proposals from four (4) transportation companies:

- 1) First Transit, Inc.
- 2) MV Transportation, Inc.
- 3) Roadrunner Management Services, Inc.
- 4) Silverado Stages, Inc.

EVALUATION PROCESS:

An Evaluation Panel, comprised of representatives from the intercity service's funding partners, as well as, executive directors and managers of local and neighboring transit agencies (all of whom currently contract for transit service), reviewed the proposals submitted in response to the solicitation.

Pursuant to the RFP, the proposals were reviewed and scored in two phases. Phase one included preliminary scoring to establish a short-list. Proposers that did not score the minimum number of points required to make the short-list and proceed to the oral interviews were excused from further consideration. In order to make the short-list, proposers were required to achieve a score of seventy (70) out of a potential one hundred (100) points. The second phase of the evaluation process included the Oral Interviews and Presentations, after which, the Evaluation Panel would provide final scoring and forced ranking of the short-listed firms.

On July 1, 2014, the Evaluation Panel held oral interviews with short-listed firms. The short-list was identified based on the following scores:

	First Transit	MV Transportation	Roadrunner Management Services	Silverado Stages
Phase 1 Scoring (to Establish Short-list)	84.5	92.75	96	69.25

As a result the short-listed firms included:

- 1) First Transit, Inc.
- 2) MV Transportation, Inc.
- 3) Roadrunner Transportation, Inc.

Scores from phase one of the RFP process were not carried over and all short-listed firms started with a clean slate. The Evaluation Panel then interviewed each of the short-listed firms. Following the Oral Interviews, the Evaluation Panel scored each of the proposals again. Through the review process identified in the RFP, the Evaluation Panel ranked each of the short-listed firms identifying a first, second and third place proposal.

Following the Oral Interviews, the short-listed firms were ranked by the six-member Evaluation Panel as follows:

Proposer	First (1st)	Second (2nd)	Third (3rd)
Roadrunner	4	1	1
MV Transportation	2	4	0
First Transit	0	1	5

Pursuant with section 6.3.4 of the RFP, Forced Ranking, "If a consensus for (the highest ranked) respondent is not achieved, then the respondent with the highest ranking average rank (with each Panel member's ranking weighed equally) shall be recommended."

Based on the proposals submitted, the oral interviews, and subsequent deliberations, the Evaluation Panel recommends the commencement of contract negotiations for the provision of VCTC Intercity Transit service with Roadrunner Managements Services, Inc..

PRICING SUMMARY:

The following represents the cost proposals submitted for the base proposed level of service (i.e. 66,500 annual service hours) for the nine-year term as identified in the RFP.

<u>Total Proposed Costs Years 1 to 9</u>	<u>First Transit</u>	<u>MV Transportation</u>	<u>Roadrunner Management Services</u>
Total Hourly Gate to Gate Costs	\$36,155,886	\$33,943,473	\$29,134,427
Total Fixed Monthly Service Fee Costs	\$49,963,747	\$38,167,408	\$30,287,660
Total Costs (Hourly and Monthly)	\$86,119,633	\$72,110,881	\$59,422,087

RECOMMENDATION:

As per the requirements of the RFP, section 6.3.7, the Evaluation Panel's recommendation must be approved by vote of the Commission in order for a contract to be awarded. Staff recommends that the Commission approve the Evaluation Panel's recommendation to award a transit services contract to Roadrunner Management Services, Inc..

As stated in the RFP, section 6.3.6, "the RFP and the proposal, or any part thereof, shall be incorporated into and made part of the final contract, however, VCTC reserves the right to further negotiate the terms and conditions of the contract with the selected proposer." Staff also recommends that Commission authorize the Executive Director to negotiate the remaining terms of the intercity transit services contract in a form and substance approved by VCTC legal counsel. Staff also recommends that the Commission authorize the Chairman to execute a nine-year agreement for an amount not to exceed \$66,850,000.

The not to exceed amount reflects the total approximate value proposed by Roadrunner Management Services for potential service expansion of up to 25% from the current base level of 66,500 annual service hours to a potential 83,125 annual service hours.

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Item # 11

July 25, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: AARON BONFILIO, TRANSIT PROGRAM MANAGER
AMY AHDI, TRANSIT PLANNER**

SUBJECT: RELEASE OF REQUEST FOR PROPOSALS FOR HERITAGE VALLEY TRANSIT SERVICE

RECOMMENDATION:

- Approve release of a Request for Proposals (RFP) for Heritage Valley Transit Service

BACKGROUND:

In May 2014 the Cities of Fillmore and Santa Paula, the County of Ventura and the Ventura County Transportation Commission entered into a cooperative agreement (Agreement) to provide transit service for the Heritage Valley area. The agreement created the Heritage Valley Transit Committee (HVPAC), made up of officials from the two Cities and the County, and the Commission as an ex officio member as well as the administrator of the transit service.

As administrator, the Commission is responsible for duties including but not limited to: customer service, public outreach and community awareness, required State and Federal reporting, application for grants, development of schedules, management and administration of contracted transit operations, including contractor selection through a Request for Proposals (RFP) procurement process.

Since execution of the Agreement, the Commission has been working on the development of an RFP document, including a scope of work consistent with the adopted Heritage Valley Transit Study, feedback from the HVPAC, member agencies staff, and the community. Included in the RFP are: terms and conditions of the agreement; a scope of services, including vehicle specifications, inspection and maintenance requirements, driver qualifications and specialized training requirements, data system utilization and reporting requirements, and a description of the inaugural Heritage Valley Transit Service, (i.e. fare structure, fixed routes, and service levels).

The draft of the proposed RFP was provided to the Heritage Valley Transit Service Technical Advisory Committee for review. The HVPAC is also reviewing the proposed RFP prior to the Commission meeting but after the agenda is mailed out. The draft RFP will be made available prior to the Commission meeting under separate cover. The item will be presented at the July 25th Commission following concurrence recommendation from the HVPAC. If the items are adopted for recommendation as proposed, the Commission anticipates release of the RFP following its July meeting. The proposed start date for this service is January 5, 2015.

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Item # 12

July 25, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: VICTOR KAMHI, BUS SERVICES DIRECTOR
AMY AHDI, TRANSIT PLANNER**

SUBJECT: TRIENNIAL PERFORMANCE AUDIT FOR VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC)

RECOMMENDATION:

- Approve the State required Transportation Development Act (TDA) triennial performance audit of the Ventura County Transportation Commission (VCTC) agency

BACKGROUND:

Every three years, the State requires that VCTC (in its role as the County Transportation Commission and Regional Transportation Planning Agency for Ventura County) and any State defined transit operator using TDA Article 4 funds undergo a performance audit to certify that these agencies are fully complying with the TDA legislative intent and regulations. Gold Coast Transit is currently the only Article 4 operator in Ventura County and is thereby the only transit operator subject to this requirement; however, beginning in FY2014-15, the City of Thousand Oaks and the City of Simi Valley will also have to comply with this requirement. The County will be subject to this requirement, as well, as the statutorily designated Municipal Operator.

The previous performance audits were completed in May 2011 and reviewed FY07/08 - FY09/10. Last July, the Commission approved a contract with Nelson/Nygaard to perform the audits covering FY10/11 - FY12/13. Per Public Utilities Code Section 99248, after review and approval by the Commission, the audits are required to be submitted to the State Controller's Office and Caltrans.

The VCTC audit concentrated on operational efficiency and effectiveness, and also reported performance measures as specified in TDA regulations. The final draft of the VCTC audit is attached to this item and will be posted on the VCTC website (www.goventura.org) following its approval.

The audit concluded that VCTC was fully compliant with all 14 TDA requirements as required by State law. The audit also reviewed VCTC's functional activities, as required by the TDA, related to:

- Administration and management
- Transportation planning and regional coordination
- Claimant relationships and oversight (i.e., "TDA administration")
- Marketing and transportation alternatives
- Grant applications and management

Finally, the auditor also reviewed VCTC's legislative advocacy efforts. No major deficiencies were found in VCTC's functional review.

The audit identified several major VCTC accomplishments during the audit period including updating the Unmet Needs process, developing the Ventura County Comprehensive Transportation Plan (CTP) and completion of the Regional Transit Study.

As noted previously, the auditor determined that VCTC is in full compliance with all 14 TDA performance requirements and serves each functional category sufficiently. Therefore, the audit has no immediate, high-priority recommendations for VCTC to implement.

However, as a means of enhancing the work of the agency within its many roles and responsibilities, the audit offers five recommendations to VCTC. These include:

1. Establish a Productivity Review Subcommittee of Transcom to review productivity and performance measurement of transit service
2. Update rules and regulations for the evaluation of claims for TDA Article 4.5 funds
3. Monitor the newly established East County Transit Alliance with Eastern Ventura County Cities
4. Update the county's Congestion Management Program and upload the document to the GoVentura website
5. Appoint a representative from VCTC to represent VISTA to the Technical Transportation Advisory Committee (TTAC) and Transcom to comply with California Public Utilities Code (PUC) 130105(e). This will also help VCTC achieve its duties under PUC 130303, which deals with the Commission's short-range transit planning and coordination responsibilities.

VCTC Staff concurs with the recommendations.



Item # 13

July 25, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: VICTOR KAMHI, BUS SERVICES DIRECTOR
SUBJECT: EAST COUNTY TRANSIT ALLIANCE PRESENTATION

RECOMMENDATION:

- Receive presentation by the East County Transit Alliance

BACKGROUND:

As part of the Commission's 2012 County Transit Plan, the Ventura County "Eastern Cities" and the County committed to work on the improvement of the separate transit services, specifically including improved coordination and operating efficiencies. In 2013, the Cities of Thousand Oaks, Simi Valley, Moorpark, Camarillo, and County of Ventura all approved a Memorandum of Understanding (MOU) to guide their transit improvements and interagency coordination. The major components of the MOU include:

1. Adoption of six transit-related goals:
 - a. Provide public transit services that are inclusive, customer focused, efficiently operated, and financially viable.
 - b. Enhance existing transit services and options through a cooperative and collaborative partnership that balances regional concerns with each agency's unique transit needs.
 - c. Improve local and inter-agency transit connectivity within the ECTA service area and with other transit service providers in Ventura and Los Angeles counties.
 - d. Improve coordination of public transit services in the key areas of scheduling, fares, eligibility, marketing and outreach, policies and procedures.
 - e. Establish a single provider for ADA and Senior DAR service within the ECTA service area.
 - f. Leverage cost efficiencies through coordinated purchases of services and equipment, shared use of facilities and other capital resources, and investments in technology.
2. Development of an Implementation Plan to provide a clear framework of projects and programs to be addressed in furtherance of the transit goals. The Plan will outline various objectives and projects to be implemented by the ECTA. The Plan will be reviewed annually by the Management Committee and may be amended or modified in accordance with the terms of this MOU.

3. Formation of a Management Committee made up of staff representatives from all East County agencies. The Committee shall prepare, adopt, and implement the Plan following the principles and goals of the MOU. The Committee will present a proposed budget for each Plan project to participating agencies for approval.
4. Appointment of a Fiscal Agent for financially significant projects funded by more than one agency. The Fiscal Agent will be the contracting entity on behalf of the participating agencies.

The MOU provides a forum for City representatives to meet and coordinate services while retaining local control of transit funding including budgetary approvals for specific projects recommended by the Management Committee.

In February, 2014 the ECTA Management Committee adopted the Implementation Plan. The plan establishes goals and priorities for transit-related projects and improvements in furtherance of the MOU goals.

Staff from the East County Transit Alliance is providing the Commission with an update on the ECTA Transit Implementation Plan and implementation.



Item #14

July 25, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: PETER DE HAAN, DIRECTOR OF PROGRAMING
ELLEN TALBO, PROGRAM ANALYST**

SUBJECT: LEGISLATIVE UPDATE & POSITIONS ON BILLS

RECOMMENDATION:

- Support SB 785 (Wolk) to broaden the authority to enter into design/build contracts.

BACKGROUND:

Federal Issues

Since May, the Senate and House have been trying to address funding the Highway Trust Fund (HTF) before Congress adjourns for recess on August 1, 2014 and reconvenes on September 1, 2014. In June the US Department of Transportation (DOT) issued a letter to State DOTs addressing how it will begin cutting back on payments to state and local governments on Aug. 1 unless Congress reaches an infrastructure funding deal. Currently the HTF is predicted to exhaust its funding levels by mid to late August leaving State Departments of Transportation (DOT) with up to 28% in DOT cuts if a reauthorization bill fails to pass before Congressional recess.

Caltrans has advised HTF recipients that it will operate on a cash flow basis, with the ability to fund existing highway projects for a temporary period and may be only able to draw funds in pace with incoming revenues. At this time, there is no funding impact to the 101/23 interchange project.

At the federal level, the House Ways and Means Committee has proposed a \$10.5 billion, eight-month transportation funding bill that calls for a temporary extension of current transportation funding levels until May 31, 2015. The House's proposal would reauthorize the collection of the gas tax for eight months and transfer \$10.5 billion from elsewhere in the federal budget to close the Highway Trust Fund shortfall. The proposal would also take \$1 billion from the Leaking Underground Storage Tank Trust Fund.

The House has previously considered tying transportation funding to cutbacks at the US Postal Service, but that plan was controversial with other parts of Congress and labor groups that represented both transportation and postal workers. Under the House proposal, the transportation funding would be offset by revenue from federal pension changes and a fee that is paid by travelers who use U.S. customs facilities. It would also take \$6.4 billion from the "pension smoothing" and \$3.5 billion from the customs fees to balance out the Highway Trust Fund infusion.

State Issues

Attachment A provides the monthly report of Delaney Hunter, VCTC's state representative. During the past month the state budget was adopted, including provisions allocating the cap-and-trade funds to transportation for the first time. The cap-and-trade funding breakdown includes \$25 million for transit operations and capital to be distributed based on the State Transit Assistance formula, meaning that VCTC can anticipate receiving about \$250,000 in Fiscal Year 2014/15. Based on the trailer bill language, VCTC can probably expect this funding to continue on an ongoing basis in the future. Although the state guidelines will need to be written, it appears that the funds can be used at VCTC discretion for any transit operating or capital use in the county providing that at least half the funds are targeted for economically disadvantaged population, and that VCTC can establish a nexus to greenhouse gas reduction. Another much larger cap-and-trade allocation for which Ventura County could potentially compete is the Affordable Housing and Sustainable Communities program which received \$130 million. There is also a \$25 million competitive program for Transit and Intercity Rail Capital, and a \$200 million competitive program for Low Carbon Transportation which includes zero or near zero emission buses.

Attachment B is an analysis on SB 785, which would broaden the authority for design/build contracts. Last month VCTC voted to support a similar bill, SB 1433 (Hill), and staff recommends support for SB 785 as well.

Attachment C matrix provides the status of bills being tracked by VCTC.



GONZALEZ, QUINTANA & HUNTER, LLC

VENTURA COUNTY TRANSPORTATION COMMISSION MONTHLY STATE ADVOCACY REPORT JULY 2014

Legislative Updates

AB 1720 (Bloom): Vehicles: Bus gross weight

Extends the current exemption from 2015 to 2016 that allows public transit systems to purchase a transit bus over 20,500 pounds as long as it is replacing an equal or larger bus or the governing board makes certain findings.

- Passed out of the Senate Transportation Committee on June 17th and is now awaiting action on the Senate Floor.

SB 785 (Wolk) – Design Build Authority

Enacts uniform provisions authorizing the state Department of General Services, the state Department of Corrections and local agencies to utilize the design build procurement process for specified public works projects.

- Passed out the Assembly Local Government Committee on June 26th and is now awaiting action in the Assembly Appropriations Committee.

SB 983 (Hernandez): High-Occupancy Toll Lanes

Extends indefinitely the California Transportation Commission's (CTC's) authority to approve regional transportation agencies' applications to develop and operate high-occupancy toll (HOT) lanes. Language was previously included in SB 1298 (Hernandez).

- Passed out the Assembly Transportation Committee on June 26th and is now awaiting action in the Assembly Appropriations Committee.

SB 1077 (DeSaulnier): Vehicles: Vehicle-Miles-Traveled Charges

Would require the Transportation Agency to develop and implement, by July 1, 2016, a pilot program designed to assess specified issues related to implementing a mileage based fee in California to replace the fuel excise tax. The bill would also require the department to prepare and submit a specified report of its findings to the policy and fiscal committees of the Legislature no later than June 30, 2017.

- Passed out of the Assembly Transportation Committee on June 24th and is now awaiting action in the Assembly Appropriations Committee.

SB 1298 (Hernandez): High-Occupancy Toll Lanes

Makes 10/110 Express Lanes permanent. The CTC authorization language has been removed and is now contained in SB 983 (Hernandez) detailed above.

- Passed out of the Assembly Transportation Committee on June 24th and is now awaiting action in the Assembly Appropriations Committee.

SB 1433 (Hill): Local Agency Public Construction Act: transit design-build contracts

Extends the design-build authorization for transit capital projects that exceed \$1,000,000 until a date certain that remains to be determined – likely 2024 to align with the highway design build authority provided by AB 401 (Daly) last year. See related legislation – SB 785 (Wolk) – detailed above.

- Passed out of the Assembly Local Government Committee on June 18th and the Assembly Transportation Committee on June 24th and is now awaiting action in the Assembly Appropriations Committee.

Final Cap and Trade Expenditure Plan

The Legislature passed and the Governor signed the state budget earlier this month. Included in the package of budget “trailer bills” was a final proposal on the use of cap and trade funds. The final proposal includes one-time funding allocations, as well as an ongoing funding plan for specified activities. The budget spends \$832 million of cap and trade proceeds in the budget year - \$40 million was previously appropriated for drought relief activities in February. The expenditure plan – contained in Senate Bill 862 – allocates 60% of future revenues in three program areas – sustainable communities, public transit and high speed rail. The remaining 40% will be allocated in future budgets.

As detailed by the Department of Finance in their summary of final budget action, the cap and trade expenditure plan allocates funds in the following programs:

High-Speed Rail — \$250 million for the High-Speed Rail Authority for construction of the initial construction segment in the Central Valley and further environmental and design work on the statewide system. The budget also provides an ongoing commitment of **25 percent** of future proceeds to the high-speed rail project and specifies that **\$400 million** remaining from a prior General Fund loan also be available for the project.

Low Carbon Transit Operations Program — \$25 million for local transit agencies to support new or expanded bus and rail services, with an emphasis on disadvantaged communities. Expenditures are required to result in an increase in transit ridership and a decrease in GHG emissions. The Budget also provides an ongoing commitment of **5 percent** of future auction proceeds for this purpose.

Transit and Intercity Rail Capital Program — \$25 million for a competitive grant program for rail and bus transit operators for capital improvements to integrate state and local rail and other transit systems, including those located in disadvantaged communities, and those that provide connectivity to the high-speed rail system. The Transportation Agency will prepare a list of projects recommended for funding, to be submitted to the California Transportation Commission for programming and allocation. The Budget also provides an ongoing commitment of **10 percent** of future auction proceeds for this purpose.

Affordable Housing and Sustainable Communities Program — \$130 million to support the implementation of sustainable communities strategies required by SB 375, and to provide similar support to other areas with GHG reduction policies, but not subject to SB 375 requirements. The Strategic Growth Council will coordinate this program. Projects that benefit disadvantaged communities will be given priority. Also, projects will reduce GHG emissions by increasing transit ridership, active transportation (walking/biking), affordable housing near transit stations, preservation of agricultural land, and local planning that promotes infill development and reduces the number of vehicle miles traveled. The Budget also provides an ongoing commitment of **20 percent** of future auction proceeds for this program and requires that **at least half** of the expenditures be allocated for affordable housing projects.

Low Carbon Transportation — \$200 million for the Air Resources Board (CARB) to accelerate the transition to low carbon freight and passenger transportation, with a priority for disadvantaged communities. CARB administers existing programs that provide rebates for zero-emission cars and vouchers for hybrid and zero-emission trucks and buses. These expenditures will respond to increasing demand for these incentives, as well as provide incentives for the pre-commercial demonstration of advanced freight technology to move cargo in California, which will benefit communities near freight hubs.

Weatherization Upgrades/Renewable Energy — \$75 million for the Department of Community Services and Development to assist in the installation of energy efficiency and renewable energy projects in low-income housing units within disadvantaged communities. Weatherization measures typically include weather-stripping, insulation, caulking, water heater blankets, fixing or replacing windows, refrigerator replacement, electric water heater repair/replacement, and heating and cooling system repair/replacement. Renewable energy measures include installation of solar water heater systems and photovoltaic systems.

This program will serve a mix of single and multifamily housing units.

Energy Efficiency in Public Buildings — \$20 million for the Energy Commission to finance energy efficiency and energy generation projects in public buildings, including the University of California, the California State University, and courts. Energy savings projects will include lighting systems, energy management systems and equipment controls, building insulation and heating, ventilation, and air conditioning equipment.

Agricultural Energy and Operational Efficiency — \$15 million for the Department of Food and Agriculture to support projects that reduce GHG emissions from the agriculture sector by capturing greenhouse gases, harnessing greenhouse gases as a renewable bioenergy source, improving agricultural practices and promoting low carbon fuels, agricultural energy, and operational efficiency.

Wetlands and Coastal Watersheds — \$25 million for the Department of Fish and Wildlife to implement projects that provide carbon sequestration benefits, including restoration of wetlands (including those in the Delta), coastal watersheds and mountain meadows. In addition to furthering the goals of AB 32, these types of projects are also identified in the Water Action Plan.

Fire Prevention and Urban Forests — \$42 million for the Department of Forestry and Fire Protection to support urban forests in disadvantaged communities and forest health restoration and reforestation projects that reduce wildfire risk and increase carbon sequestration.

Waste Diversion — \$25 million for the Department of Resources Recycling and Recovery to provide financial incentives for capital investments that expand waste management infrastructure, with a priority in disadvantaged communities. Investment in new or expanded clean composting and anaerobic digestion facilities is necessary to divert more materials from landfills, a significant source of methane emissions. These programs reduce GHG emissions and support the state's 75-percent solid waste recycling goal.

Senate Bill 785 (Wolk)

Summary: Extends design build (DB) authority for the Department of General Services (DGS), California Department of Corrections and Rehabilitation (CDCR), and specified local agencies to utilize the DB procurement process for specified public works projects.

Purpose:

- SB 785 repeals existing statutes governing the use of DB by DGS, CDCR, and a number of local agencies, and instead, revises and recasts those statutes to allow DGS, CDCR, cities, counties, and specified special districts and transit agencies to use DB for their public works contracts in excess of \$1 million using either a low bid or best value process. This bill does not include projects on the state highway system or school construction projects.
- Specifies the procurement process that DB projects must follow, including preparation of documents setting forth scope and estimated price, prohibition against design-build-operate contracts; and preparation and issuance of a request for qualifications (RFQ) in order to pre-qualify bidders.
- Requires the awarding authority to prepare a request for proposals (RFP) with specific elements included, as specified.
- Defines “local agency” to mean the following:
 - A city, county, or city and county;
 - A special district that operates wastewater facilities, solid waste management facilities, water recycling facilities, or fire protection facilities; and,
 - Any transit district, included transit district, municipal operator, included municipal operator, any consolidated agency, as specified, any joint powers authority formed to provide transit service, any county transportation commission, as specified, or any other local or regional agency, responsible for the construction of transit projects.
- Defines, for cities or counties, “project” to mean the construction of a building or buildings and improvements directly related to the construction of a building or buildings, county sanitation wastewater treatment facilities, and park recreational facilities, but does not include the construction of other infrastructure, including, but not limited to, streets and highways, public rail transit, or water resources facilities and infrastructure. For cities or counties that operate wastewater facilities, solid waste management facilities, or water recycling facilities, “project” also means the construction of regional and local wastewater treatment facilities, regional and local solid waste facilities, or regional and local water recycling facilities.
- Defines, for special districts as defined in 25) b), above, “project” to mean the construction of regional and local wastewater treatment facilities, regional and local solid waste facilities, regional and local water recycling facilities, or fire protection facilities.
- Defines, for transit agencies as defined in 25) c), above, “project” to mean a transit capital project, but does not include state highway construction or local street and road projects.

Related Legislation:

SB 1433 (Hill) - extends the design-build authorization for transit capital projects that exceed \$1,000,000.

Previous Legislation:

SB 287 (Cox), Chapter 376, Statutes of 2005; and SB 416 (Ashburn), Chapter 585, Statutes 2007, which extended the authority to use design-build contracting for the construction of buildings and directly related improvements to all 58 counties

AB 642 (Wolk), Chapter 314, Statutes 2008, which extended this authority to use design-build contracting for the construction of buildings and directly related improvements to all cities in the state.

Support/Opposition: [as of June 26, 2014]**Support:**

Associated General Contractors [CO-SPONSOR]
Design-Build Institute of America [CO-SPONSOR]
California Special Districts Association
California Transit Association
CH2M HILL
County of Los Angeles
County of San Diego
County of Santa Clara
East Valley Water District
Infrastructure Delivery Council
Marin Healthcare District
Santa Clara Valley Transportation Authority
Sonoma-Marín Area Rail Transit District (SMART)

Opposition:

Air Conditioning Trade Association
Associated Builders and Contractors – San Diego Chapter
Associated Builders and Contractors of California
Plumbing-Heating-Cooling Contractors Association of California
Western Electrical Contractors Association

VENTURA COUNTY TRANSPORTATION COMMISSION STATE LEGISLATIVE MATRIX BILL SUMMARY July 14, 2014			
BILL/AUTHOR	SUBJECT	POSITION	STATUS
AB 1720 Bloom	Extends by one year the existing exemption for bus axle weights heavier than allowed in the Vehicle Code.	Support	Passed Senate Transportation Committee 11-0. Passed Senate 35-0. To Governor.
SCA 8 Corbett	Places before the voters a Constitutional Amendment to reduce to 55% the approval threshold for local transportation funding measures.	Support	In Senate Appropriations Committee.
SB 785 Wolk	Broadens the design-build contracting authority, with county transportation commission included.	Support	Passed Senate 35-0. Passed Senate Local Government Committee 7-2. In Senate Appropriations Committee.
SB 983 Hernandez, E.	Gutted and amended to now remove the limitations on the number of HOT lanes that the CTC may approve.	Watch	Passed Assembly Transportation Committee 12-1. To full Assembly.
SB 1228 Huseo	Extends the Proposition 1B Trade Corridor program and includes land ports of entry improvements as eligible projects.	Support in Concept	Passed Assembly Transportation Committee 12-0. To full Assembly.
SB 1298 Hernandez, E.	Prior version would remove the limitation on the number of HOT lanes that the CTC may approve. This provision was amended out of the bill and is now the subject of SB 983, so SB 1298 will be removed from the matrix.	Watch	Passed Senate 31-0. Amended in Assembly.
SB 1433 Hill	Broadens the design-build contracting authority, with county transportation commission included.	Support	Passed Senate 35-0. Passed Assembly Local Government Committee 8-0. Passed Assembly Transportation Committee 11-0. In Assembly Appropriations Committee.

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATE LEGISLATIVE MATRIX BILL SUMMARY
July 14, 2014**

BILL/AUTHOR	SUBJECT	POSITION	STATUS
SJR 24 DeSalnier	Supports the federal government resolving the Highway Trust Fund shortfall.	Support	Passed Assembly Transportation Committee 16-0. Passed Assembly 76-0 and chaptered.

Staff-recommended Commission position shown in **bold**.