



**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
THURSDAY, JUNE 21, 2012
2:00 PM**

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

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

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

5. **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.*

6. **VISTA SERVICE CONTRACT – PG.3**

Recommended Action:

- Authorize the Chair to sign a one month service agreement with CUSA to provide to provide VISTA intercity transit services from July 1, 2012 to July 31, 2012.
- Authorize the Executive Director to negotiate a sole source contract for VISTA intercity transit service beginning on August 1, 2012 and terminating on June 30, 2013. The proposed contract will be presented the Commission for action at the July 13, 2012 meeting.

Responsible Staff: Vic Kamhi

7. **STATUS OF ASSEMBLY BILL (AB) 1778 WILLIAMS)- PG.7**

Recommended Action:

Discuss and consider further action regarding AB 1778

Responsible Staff: Peter De Haan

8. **VCTC OFFICE SPACE LEASE EXTENSION – PG.9**

Recommended Action:

Approve rental agreement with Lincoln's Inn, Marina Self Storage Inc. for a term of July 1, 2012 through June 30, 2013 at a lease rate of \$ \$9,300 per month (\$1.68/square foot).

Responsible Staff: Darren Kettle

9. **CLOSED SESSION**

Conference with Legal Counsel--Anticipated Litigation Initiation of litigation pursuant to subdivision (c) of section 54956.9 Number of cases: 1 Potential defendant(s): CUSA CC, LLP and possibly others

10. **ADJOURN**

The next Commission meeting is scheduled to be held at 9:00 a.m. Friday, **July 13, 2012**, Camarillo City Hall, City Council Chambers, 601 Carmen Drive, Camarillo.



Item # 6

June 21, 2012

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: VICTOR KAMHI, BUS TRANSIT DIRECTOR
SUBJECT: VISTA INTERCITY CONTRACT SERVICES

RECOMMENDATION

- Authorize the Chair to sign a one month service agreement with CUSA to provide to provide VISTA transit services from July 1, 2012 to July 31, 2012.
- Authorize the Executive Director to negotiate a sole source contract for service VISTA transit beginning on August 1, 2012 and terminating on June 30, 2013. The proposed contract will be presented the Commission for action at the July 13, 2012 meeting.

BACKGROUND

On Tuesday, June 12, 2012, representatives from CUSA, which operates our popular VISTA inter-community bus service informed the Commission that it intends to halt operations on or about June 30, 2012 due to bankruptcy sale of assets. The action is complicated by the facts that as of June 18, 2012, the company acquiring the business unit providing VISTA services has not indicated an interest in having the contract assigned to them and continuing to operate the service; and a number of the buses were purchased by another company which is relocating the buses. CUSA has indicated some willingness to discuss a short term agreement (through the end of July) until all of the procedural steps required to complete the bankruptcy – after that date they will no longer exist, and can no longer provide any service. VCTC has requested that the Federal Surface Transportation Board, one of the key steps to completing the bankruptcy, delay approval which will extend the time that Coach would continue to exist and provide VCTC additional time to implement a replacement service.

VCTC staff has also reached out to the public and private sector to determine what resources are available to help us continue to provide the average of 3000 daily trips we provide throughout the county. VCTC has received offers of a short term loan of vehicles from a number of transit agencies, as well as some operational assistance from Simi Valley and Gold Coast Transit. A number of private companies have indicated an interest providing service through a long term contract, or providing a small portion of the service. Staff is working to identify an operator who can provide all of the VISTA intercity services for a period of eleven months (ending June 30, 2013). Attached is the required sole source justification providing specific reasons why a competitive procurement is infeasible. VCTC will also have to make a finding to allow the contractor to comply with the regulations and guidance provided by the Federal Transit Administration and California laws and regulations.

The transition of a service provider will require that VCTC either receive equipment currently being used by CUSA, or compensated for the equipment. This includes smartcard and NEXTBUS electronics both on the buses and at the yard, and fare boxes, much of which will require some time to remove. In addition, VCTC will either need compensation or removal of the particulate traps recently placed on the VISTA fleet. The schedule of removal and agreement for the particulate traps is subject to the final termination of CUSA services. At the same time, VCTC has acted to limit sales of smartcard passes being used on VISTA buses (except the Heritage Valley Dial-a-Rides, which are unaffected), and has notified customers who have VISTA passes for July and beyond, as well as e-purse balances, that they can receive a full value refund.

The unanticipated actions triggered by the bankruptcy will also require VCTC and its partners to accelerate the discussions and determination of how the Ventura County Regional Transportation Plan will be implemented with regards to VISTA services. While not a part of this agenda item, staff will prepare and present recommendations at the September Commission meeting. The recommendations will be based on discussions with our partners in the funding of the various VISTA services.

SOLE SOURCE JUSTIFICATION FOR VISTA FIXED-ROUTE BUS OPERATIONS AND FULLY-MAINTAINED LEASES

Per the requirements of Federal Transit Administration (FTA) funding as contained in Circular 4220.1F, to enter into a sole-source procurement VCTC must document that a competitive procurement is infeasible for specified reasons. There are two reasons why a sole source contract is justified for fully-maintained leases and operations for the 27 buses required for VISTA fixed-route service:

1. Inadequate Availability of Competition: In the prior two VISTA fixed-route bus procurements, the number of bidders was extremely limited. In the prior procurement in 2007, the current contractor was the only bidder for all services except the university service, for which there was one other bidder. In the procurement before the 2007 procurement, there were no other bidders except for the current contractor. Since the current vendor is going out of existence, there are no other vendors from the two prior bids, with the exception of the one bidder for the university service consisting of 4 buses. Thus, there is an extremely limited market availability of buses for fully-maintained leases in Ventura County. The limitation of the market is exacerbated by the California Air Resources Board requirement that VCTC, as a transit system, must meet state-of-the-art emissions reduction requirements, and the majority of over-the-road buses currently available, which are typically used for chartering and not transit, do not meet this requirement. VCTC's subrecipients for FTA funding do own approximately 20 smaller fixed-route buses, but virtually all of these buses are required to continue operation of the subrecipients' own services and thus are unavailable for VISTA service without disrupting local bus service.

An additional limiting factor is that, as noted in its adopted Transit Investment Study, VCTC's planned course of action in the near future is to transition the VISTA services to various other transit operators. It is therefore not feasible at this time for VCTC to enter into a multi-year lease of buses, resulting in a future reduction of the availability of buses for fully-maintained leases in Ventura County, due to lack of financial justification to a vendor for the up-front investment needed to purchase buses and establish the required maintenance infrastructure. For the reasons cited herein, a sole-source procurement is justified for however many buses can be located for which supporting operations and maintenance service is also available. It should be noted that VCTC is informally contacted as many potential bus lease providers as possible to ensure that each and every feasible bus can be deployed to minimize a disruption of service.

2. Unusual and Compelling Urgency: As provided in paragraph 3i(1)c of FTA Circular 4220.1F, a sole source procurement is justified for reasons of an unusual or urgent need, provided the urgency was not due to the recipient's lack of planning. VCTC had received assurance from its current contractor that the previously-negotiated extension of the current contract would be executed, and had no conflicting information until notified on June 12, 2012 that the contractor would not extend the contract beyond July 1st, other than considering a short term extension of 30-60 days dependent on finalization of the contractor's bankruptcy sale. This impending termination of service by VCTC's contractor on such short notice will create a situation of significant harm to the approximately 1,500 daily riders who depend on the VISTA fixed-route buses for necessary access to employment, education, and other critical services. Given the estimated minimum notice of several weeks for a new bus provider to deploy buses, to avoid or minimize disruption of bus service the public exigency requires limiting competition to providers that can deploy buses within this very short time period.

At this time staff's currently total cost estimate for the VISTA operations and capital lease contracts for eleven months from August 1, 2012 to June 30, 2013 is \$4.94 million, based on the price which had been negotiated between VCTC and the former contractor, and approved by VCTC. Prior to awarding any sole-source contract, VCTC will prepare a written price analysis to ensure the negotiated contract price or prices is reasonable.

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Item #7

June 21, 2012

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: STATUS OF ASSEMBLY BILL (AB) 1778 (WILLIAMS)

RECOMMENDATION:

- Discuss and consider further action regarding AB 1778.

BACKGROUND:

As the Commission discussed at the last meeting, AB 1778, the bill addressing the distribution of Transportation Development Act (TDA) funds in Ventura County, was approved by the Assembly by a vote of 49 – 23. The bill has now been forwarded to the Senate Transportation and Housing Committee, although a hearing has not been set. The Executive Director will have been in Sacramento June 19th for meetings regarding this bill and will provide an oral report at the Commission meeting.

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Item #8

June 21, 2012

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: DARREN KETTLE, EXECUTIVE DIRECTOR
SUBJECT: RENTAL AGREEMENT FOR VCTC OFFICE SPACE

RECOMMENDATION:

Approve rental agreement with Lincoln's Inn, Marina Self Storage Inc. for a term of July 1, 2012 through June 30, 2013 at a lease rate of \$ \$9,300 per month (\$1.68/square foot).

DISCUSSION:

The Commission occupies 5522 square feet of 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's current lease was approved by the Commission in February 2008 with a term through June 30, 2012 and the current monthly rate is \$10,336 (\$1.87/square foot). This rental agreement extends the term of the lease for one additional year through June 30, 2013 at a reduced rate of \$9,300 per month (\$1.68 per/square foot).

Staff has contacted the County's Real Estate Services Division which confirmed that the \$1.68 per square foot cost is well within the existing market range for office space of this type in the Ventura County Government Center area.

VCTC General Counsel has reviewed and approved as to legal form the attached lease.

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Rental Contract

June 6, 2012

This lease made and entered into by and between Lincoln's Inn, Marina Self Storage Inc. (hereinafter referred to as "Lessor"), and Ventura County Transportation Commission. (Hereinafter referred to as "Lessee")

Witnessesth:

For and in consideration of the mutual covenants, terms and conditions hereinafter expressed, Lessor leases to Lessee and Lessee takes from Lessor a lease of the following described real property, hereinafter referred to as the "premises".

Approximately 5520 square feet of office space known as Suite 108 & 207 at 950 County Square Drive, Ventura, CA 93003.

TERMS:

1. The terms of the lease shall be for a one year period from July 1, 2012 to June 30, 2013. The date of the beginning of the term hereof shall be no later than July 1, 2012.

TERMINATION OF THE TERM:

The actual basic term shall terminate in One year, remainder of time on previous lease, after the first month that tenant actually pays rent for the possession of said premises.

HOLDOVER

2. If Lessee, with Lessor's consent, remains in possession of premises, or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this lease pertaining to the obligations of Lessee except the rental rate.

RENT

3. Lessee shall pay Lessor fixed rent for said premises at the rate of Nine Thousand Three Hundred and 00/100 dollars (\$9300.00) per month, payable monthly commencing July 1, 2012 except as agreed between the Lessor and the tenant.

Late Charges: Lessee hereby acknowledges that late payment by Lessee to Lessor of rental and other sums due hereunder will cause Lessor to incur costs not contemplated by the lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the premises. Accordingly,

if any installments of rent or other sum due from Lessee shall not be received by Lessor or Lessor's designee within ten (10) days after such amount shall be due, Lessee shall pay the Lessor a late charge equal to ten percent (10%) of such overdue amount. The parties estimate of the costs Lessor will incur by reason of late charges represent a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charges by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amounts, not prevent Lessor from exercising any of the other rights and remedies granted hereunder.

EXTENSION OF TERM

4. Provided that Lessee is not in default at the date of the notice of exercise or at the date the additional term is to commence, Lessee shall have the option to extend the term for three (3) years upon the same terms and conditions and stated herein except for the base rental and annual CPI (Consumer Price Index) increase for the extended term.

Lessee shall give Lessor written notice of its intention to exercise its said right as to each such extension at least thirty (30) days prior to the expiration of the original and extended terms.

SECURITY DEPOSIT

5. Lessor is holding a deposit of Five Thousand Sixteen and 00/100 dollars (\$5016.00) as security for the Lessee's faithful performance of Lessee's obligations hereunder. If Lessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provisions of this lease, Lessor may use, apply or retain all or an portion of said deposit, Lessee shall within ten (10) days after written demand theretofore deposit cash with Lessor in an amount stated and Lessee's failure to do so shall be a material breach of this lease. If the monthly rent shall, from time to time, increase during the term of the lease, Lessee shall thereupon deposit with Lessor additional security deposit, so that the amount of security deposit held by Lessor shall at all times bear the same proportion the current rent as the original security deposit bears to the original monthly rent set forth in paragraph 3 hereof. Lessor shall not be required to keep said deposit separate from its general accounts. If the Lessee performs all of Lessee's obligations hereunder, said Lessor, shall be returned, without payment of interest or other increment by its use, to Lessee

FIRST RIGHT OF REFUSAL

6. Lessee is hereby granted, and it is expected by Lessor, that Lessee shall exercise its right to a first right of refusal to release the premises after termination of the basic term.

LESSEE'S FIXTURES AND EQUIPMENT:

7. Lessee may affix, attach to or install in or on the premises all such fixtures and equipment including wire, cables, and appurtenances as it may require for the transaction of its business. Lessee shall at all times have access to the premises for the purpose of using connecting, disconnecting and otherwise managing all fixtures and equipment.

Lessee's employees shall also have access to the premises prior to the commencement of the term of this lease for the purpose of installing telephone facilities.

Title to all fixtures and equipment installed in or affixed to the premises by the Lessee shall be owned by the Lessee and may be removed by Lessee at any time prior to the end of the term heretofore or in the case of other termination as herein provided, such removal shall be completed within ten (10) days after such termination. Lessee shall at its expense repair all damage to the premises resulting from any removal of fixtures and equipment.

Lessee agrees to return the premises to its original condition after the removal of any fixtures, equipment or any interior remodeling.

FIRE COVENANTS:

8. Lessor shall and does hereby release Lessee from all liability for damage to or destruction of the premises caused by fire or any other risk covered by extended coverage fire insurance whether due to Lessee's negligence or otherwise.

Lessor shall carry extended coverage fire insurance on the premises during the term hereof or any extension therefore and shall obtain a waiver of subrogation in favor of Lessee from the insurance carrier. Lessor shall furnish Lessee with a copy of said waiver of subrogation no later than the commencement of the term hereof.

Subject to the provisions of this section, damage to the premises caused by fire or by any other risk covered by extended coverage fire insurance, by the elements, by acts of nature, or by any agency beyond the control of Lessee shall be repaired by Lessor at Lessor's own expense. Should all or a substantial part of the premises unfit for Lessee's occupancy and so that they cannot be restored by reasonable diligence within sixty (60) working days after the commencement of actual work, then this lease may be terminated with a period of thirty (30) days after such damage, by either party, upon written notice to the other, whereupon Lessee shall surrender the premises to the Lessor and shall not be liable for any further rental from the date of such damage and whereupon Lessor shall refund any unearned rent paid in advance by Lessee; such refund shall be calculated at a daily rate based upon the monthly rental. Should this lease be not so terminated, or if such damage so

caused is such that premises can be made fit for Lessee's occupancy within sixty (60) working days from commencement of work or if only a small portion of the premises is damaged or made unfit for Lessee's occupancy, Lessor shall with all reasonable speed and diligence repair the damage at Lessor's sole cost and make the premises fit for the Lessee's occupancy. Lessee shall, between the date of such damage and the completion of such repairs, pay an amount of rent proportionate to the amount of space, if any, which is fit for Lessee's occupancy.

Lessor shall not be responsible for the Lessee's contents or fixtures damaged by fire during the course of said lease.

REPAIR AND MAINTENANCE:

9. Lessor shall assume the cost of and shall make such repairs to any portion of the premises as may be necessary to replace faulty construction or to correct unsafe or unsanitary conditions of any kind not caused by Lessee, and shall keep the premises in good condition and repair including, but not limited to, maintenance of the roof, and such painting or other treatment of the interior or exterior as is necessary to maintain the premises in reasonable good sanitary conditions and neat appearance. Subject to the terms of Section 7 of this lease, should Lessor fail to make or begin such repairs or corrections within thirty (30) days after written notice from Lessee to do so, Lessee may either terminate this lease by giving written notice to Lessor of such intention to do terminate, or make said repairs or corrections at Lessor's expense. Should Lessor fail, after demand thereof, to reimburse Lessee for the cost of such repair or corrections, the amount paid for such repairs or corrections by Lessee may be deducted from any rent due or to become due.

USE OF PREMISES:

10. The premises shall be used for office use only.

TAXES:

11. Lessor shall pay all real property taxes and general and special assessments of every kind and nature levied against the premises during the term of this lease or any extension thereof. If such taxes and assessments are assessed to Lessee, Lessee shall pay them, and Lessor shall reimburse Lessee upon demand the full amount thereof. If Lessor does not so reimburse Lessee, Lessee shall have the right to recover from Lessor, by deduction from any rent due or to become due or otherwise, the full amount so paid by Lessee.

All taxes levied against personal property, trade fixtures and real property improvement owned by and assessed to Lessee, shall be paid by Lessee. If such taxes or any of them are assessed to Lessor, they shall be paid by Lessor, and Lessee shall reimburse Lessor upon receipt of a copy of Lessor's receipted tax bill, the full amount so paid by Lessor.

ALTERATIONS:

12. Lessor must approve any and all alterations and repairs requested by the Lessee, in writing.

SIGNS:

13. The Lessee shall not be entitled to any signs on the exterior of the building, but is entitled to a sign on the exterior of Lessee's door at Lessee's sole expense and in the reception room

DEFAULT OF LEASE:

14. Should Lessee be in default under any of the terms hereof and should such default continue for a period of thirty (30) days from the time that Lessor gives Lessee written notice thereof, Lessor may, in addition to such other remedies as it may have, forthwith terminate this Lease upon giving written notice of such termination to Lessee, and thereafter may re-enter the premises and remove all persons there from.

Any personal property left on the premises by the Lessee once the Lessor retakes possession, shall become the property of Lessor.

Lessor had the right to retake the possession peacefully at anytime after the service of a three-day notice to pay or quit the premise.

ATTORNEY FEES:

15. Should litigation be necessary then the prevailing party shall be entitled to attorney fees and any other professional fees that are reasonable necessary to prosecute the right under the lease.

SUBLEASE AND ASSIGNMENT:

16. Lessee shall not sublet or assign the premises without first having secured Lessor's written consent; provided, however, that such consent shall not be necessary should Lessee assign its assignment, consolidated or merger which embraces all or substantially all of its property of business to or into a successor or surviving corporation.

RULES AND REGULATIONS:

17. Lessor reserves unto itself from time to time the right to prepare and maintain in force reasonable rules and regulations for the safety, care and cleanliness of the premises and for the benefit of all of the tenants of said building. Lessor agrees that such rules and regulations shall apply equally to all tenants of said building. Lessor agrees that such rules and regulations shall apply equally to all tenants and their agents, servants, employees, invitees and guests, to obey all such rules and regulations; however, where said rules and regulation conflict with the terms of the lease, the terms of this lease will be in control.

END OF TERM:

18. Lessee shall surrender and deliver the premises to Lessor immediately upon termination of this lease whether by expiration of time or otherwise in as good condition as that in which they were received by Lessee, reasonable wear and tear and damage by fire, by the elements, by acts of nature, or by any agency beyond the control of Lessee excepted.

NOTICE OR DEMAND:

19. Any notice or demand called for by this agreement to be given by either party hereto to the other shall be deemed to have been duly given when personally served on the other party or when the notice or demand is deposited in the regular channel of the United States mail, postage prepaid, addressed as follows or to such other places as Lessor or Lessee may hereafter in writing direct:

To Lessor: Lincoln's Inn
C/O Marina Self Storage Inc.
5386 N. Ventura Avenue
Ventura, CA 93001

To Lessee: Ventura County Transportation Commission
Suite 207
Lincoln's Inn
950 County Square Dr.
Ventura, CA 93003

RENTAL PAYMENT:

20. The rental specified herein shall be paid as and when due to Lessor at the address set forth in Section 19 of this lease, or such other person or at such other address as Lessor hereafter may designate by written notice to Lessee. Payment of said rent to any person so designated by Lessor shall exonerate Lessee from all responsibility therefore or for the proper distribution thereof. First's month prorated rent plus security deposit equal to one month's rent shall be paid in advance upon signing of this document.

BINDING AGREEMENT:

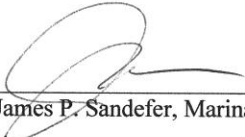
21. Subject to the provisions of Section 16, this lease shall be binding on the successors and assigns of the parties hereto.

SECTION HEADING:

22. The heading of the sections of this lease are explanatory only. In construing the meaning of the Lease, the heading shall be disregarded.

IN WITNESS THEREOF, the parties hereto have caused this lease to be executed June 15, 2012

(Lessor)


James P. Sandefer, Marina Self Storage, Inc.

(Lessee)

Darren Kettle, Exc. Director
Ventura County Transportation Commission

VCTC General counsel