



**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, MAY 13, 2011**

****8:30 AM****

(Please note early start time!)

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. CLOSED SESSION**
Pursuant to Government Code Section 54956.7 (e). A Closed Session for the Dismissal or Release of an Employee.

6. [APPROVE SUMMARY FROM APRIL 1, 2011 REGULAR VCTC MEETING –PG.5](#)

7. **CALTRANS REPORT**

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

8. **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.

9. **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.*

10. **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.

10A. [MONTHLY BUDGET REPORT- PG.9](#)

Receive and File

Responsible Staff: Sally DeGeorge

10B. [RAIL OPERATIONS UPDATE – PG.15](#)

Receive and File

Responsible Staff: Mary Travis

10C. [RAILROAD RIGHT OF WAY MAINTENANCE FOR COAST MAIN LINE AND SANTA PAULA BRANCH LINE – PG.25](#)

Authorize staff to publish a Request For Proposals (RFP) seeking the railroad right of way maintenance services for VCTC owned property on the Coast Main Line and Santa Paula Branch Line (SPBL).

Responsible Staff: Mary Travis

10D. [CALLEGUS WATER LINE EASEMENT AT CAMARILLO METROLINK STATION – PG.47](#)

- Approve water line easement to Calleguas Municipal Water District (CMWD) at the Camarillo Rail Station.
- Amend the VCTC FY 2010/11 Highway Management task budget increasing revenues from CMWD and increasing expenditures by \$3,000 for legal and staff costs associated with this task.

Responsible Staff: Samia Maximous

10E. [RFP FOR CALL BOX MONITORING AND REPORTING SERVICES – PG.77](#)

Authorize release fo RFP for call boxes monitoring and reporting services.

Responsible Staff: Samia Maximous

10F. [ADA CERTIFICATION UPDATE- PG.81](#)

Receive and file.

Responsible Staff: Ed Webster

10G. REPROGRAMMING OF CAMARILLO PROPOSITION 1B PROJECT FUNDS- PG.84

- Approve reprogramming of the \$300,000, with accrued interest in Proposition 1B Transit Capital funds from the Camarillo Bus Purchase to the Metrolink Rail Car Purchase.
- Authorize the Executive Director to sign the attached Proposition 1B Transit Capital subrecipient grant agreement with the Southern California Regional Rail Authority (SCRRA), for VCTC to provide the \$300,000 to SCRRA.
- Amend the Fiscal Year 2010/11 budget to shift \$300,000 from Transit Grant Administration to Metrolink, to reflect the reprogramming of Proposition 1B revenue.

Responsible Staff: Peter De Haan

10H. TRANSFER PROGRAM UPDATE- PG.89

Receive and file.

Responsible Staff: Myra Montejano

10I. VISTA THIRD QUARTER RIDERSHIP REPORT-PG.91

Receive and file.

Responsible Staff: Myra Montejano

11. FY 2011/12 UNMET TRANSIT NEEDS DRAFT FINDINGS-PG.97

Approve Draft Unmet Transit Needs Findings

Responsible Staff: Vic Kamhi

12. REPORT FROM AD HOC COMMITTEE ON REGIONAL TRANSIT STUDY- PG.99

- Receive the report from the Ad Hoc Steering Committee on the Regional Transit Study.
- Authorize staff to hold additional agency, community and public meetings to obtain input on the recommended alternatives before returning to the Commission with recommendations on response to SB 716.

Responsible Staff: Vic Kamhi

13. HIGHWAY MANAGEMENT PROGRAM BUDGET AMENDMENT- PG.107

Amend the VCTC FY 2010/2011 Highway Management task budget by increasing revenues in the amount of \$2,148,900 and increasing expenditures in the amount of \$ 2,148,900 for the Lewis Road Project using \$690,590 in Congestion Management and Air Quality Improvement Program (CMAQ) and \$1,458,310 in Surface Transportation Program (STP).

Responsible Staff: Samia Maximous

14. LEGISLATIVE UPDATE AND POSITIONS ON BILLS – PG.109

- Adopt the following positions on legislation:
 1. Orange County Transportation Authority “Breaking Down Barriers” initiative
 2. AB 892 (Carter) – Support
 3. AB 1229 (Feuer) – Support
 4. SB 582 (Emmerson) - Watch
 5. SB 693 (Dutton) – Support
 6. SB 867 (Padilla) - Support

- Receive and file the state legislative report and matrix (Attachment E).

Responsible Staff: Peter De Haan

15. VCOG MANAGEMENT AND VISION UPDATE- PG.123

Receive report and provide direction to staff.

Responsible Staff: Darren Kettle

16. GENERAL COUNSEL'S REPORT

This item provides the opportunity for General Counsel to give update and status reports on any legal matters related to Commission activities.

17. REPORTS FROM OTHER AGENCIES

18. ADJOURN

The next Commission meeting is scheduled to be held at 9:00 a.m. Friday, **June 3**, 2011, Camarillo City Hall, City Council Chambers, 601 Carmen Drive, Camarillo.



Item #6

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, APRIL 1, 2011
9:00 AM**

Members Present: Bill Fulton
John Zaragoza
Steve Bennett
Ralph Fernandez
Brian Humphrey
Kathy Long
Michael Morgan
Irene Pinkard
Keith Millhouse
Jon Sharkey
Linda Parks
Carlton Strobel
Steve Sojka
Keith Turner
Patti Walker
Mike Miles, Caltrans

Call To Order

Pledge of Allegiance

Roll Call

Public Comments for those items not listed in this agenda

APPROVE SUMMARY FROM MARCH 4, 2011 REGULAR VCTC MEETING

CALTRANS REPORT

Mike Miles reported the Ventura/Santa Barbara 101 Widening Project is ready to go to bid in June, however it is funded by Prop 1B Funds and if the Fall Bond Sale is cancelled the project will be postponed.

EXECUTIVE DIRECTOR'S REPORT

A Couple of Quick Reminders - Just a reminder that today is the deadline to submit your Form 700 Statements of Economic Interest. If you have not submitted your form electronically please be sure to forward a hard copy to our office. Also, keeping in mind your calendars, please remember that the May 2011 Commission meeting has been rescheduled to the second Friday of the month, May 13, at 9 AM at Camarillo City Hall.

State Budget Update – Good News, Bad News - Last week there was some good news regarding State funding, in that AB 105, the budget trailer bill to reinstate the fuel tax swap, was approved by a two-thirds vote of the Legislature, as required under Proposition 26, and signed by the Governor. Although this action removes the threat of a large loss of funds due to Proposition 26, however, with the recent announcement by Governor Brown that budget negotiations have ceased, the Legislature will revisit the budget and will likely make significant cuts to transportation with State Transportation Account (STA) funds being an easy target. Also, directly related to a budget delay, State Treasurer Bill Lockyer has indicated the likely cancelling of a November bond offering that will have wide ramifications on projects currently under construction and Proposition 1B projects that are ready to go to construction.

Federal Transportation Update - There is also some good news on the Federal level. The Commission will recall that at the December meeting it approved comments to oppose a Federal Transit Administration proposal that would have eliminated some of the formula funds received by VCTC on transit services, such as VISTA and Metrolink, which travel between urban areas. We have now been informed that FTA will not be moving forward with that proposal.

VCTC Commuter Services - In response to rising gasoline prices we've started advertising on two local radio stations, KOCP (95.5) and KFYV (105.5) to let commuters know that there is a less expensive way to get to work by carpooling, vanpooling or using transit. Over the next two weeks we'll be sponsoring local traffic reports and airing two ads, one running at fifteen seconds and the other at sixty seconds. The sixty second ad asks: Are high gas prices making your daily commute even more stressful? Ever wish there was a less expensive way to get to work? There is! Ventura County's Commuter Services program can help you beat the high cost of gas. Visit www.goventura.org or call 800-438-1112 today to get your free personalized RideGuide. You'll get a list of potential carpool partners in your area, as well as information about taking the bus or train, or even biking to work. You'll also be automatically registered for our Guaranteed Ride Home program. Best of all, it's absolutely free! Call us at 800-438-1112 or visit us on the web at www.goventura.org today to learn how you can start saving money. You – and your wallet – will be glad you did! A message from the Ventura County Transportation Commission and [this station]. Staff will be tracking calls to gauge effectiveness of the outreach campaign. The new logos for the Commuter Services and Guaranteed Ride Home programs have been completed and revised marketing materials are now in production in time for Earth Day events scheduled for later this month in Oxnard, Ventura, Simi Valley, Camarillo, Thousand Oaks, Amgen and Sage Publications. The logos were designed as part of the new VCTC and VISTA 'family':



CONSENT CALENDAR *Commissioner Millhouse requested The Rail Operations Update be pulled for discussion.*

MONTHLY BUDGET REPORT - *Received and Filed*

VISTA QUARTERLY RIDERSHIP REPORT- *Received and Filed*

VCTC PERSONNEL POLICIES AND PROCEDURES RESOLUTION –

Adopt Resolution #2011-04 to Update Personnel Policies and Procedures Manual
Approved

HP COMMUNICATIONS LICENSE AGREEMENT –

Approve License Agreement with HP Communications Inc. at the Quimisa Drive railroad crossing, Simi Valley.
Approved

ROADRUNNER LEASE AGREEMENT - Approve access lease with Roadrunner Shuttle Inc at the Camarillo Rail Station
Approved

RAIL OPERATIONS UPDATE-

Commissioner Millhouse reported the following:

- *A meeting will be held this afternoon to discuss possible train service from Ventura to Santa Barbara in the morning and back to Ventura in the evening.*
- *Metrolink is now offering service to Dodger Stadium for weekday home games.*
- *Metrolink will begin running express trains on May 9th.*

Received and Filed

10. CALPERS PENSION SIDE FUND

Accelerate the pay-off of the CalPERS pension side fund with a lump sum payment of \$444,358 by July 31, 2011

Approved

11. FY 2011/12 DRAFT BUDGET – PUBLIC HEARING

- Receive the Fiscal Year 2011/2012 Draft Budget
- Conduct Public Hearing to receive testimony on the Fiscal Year 2011/2012 Draft Budget as presented.

Received and Filed

12. VENTURA COUNTY BIKE MAP RFP

(Jim White spoke in Support of the Recommended Action)

Authorize staff to publish a Request For Proposal (RFP) seeking the redesign and printing of an updated Ventura County Bikeways Map.

Approved

13. LEGISLATION

Adopt the following positions on legislation:

7. AB1308 (Miller) – Support
8. SB 468 (Kehoe) – Oppose Unless Amended
9. HR 526 (Calvert) – Support

Receive and file the state legislative report and matrix.

Approved

14. ADOPT PRIORITIZED LIST OF PROJECTS FOR FTA SECTION 5310 (ELDERLY AND DISABLED SPECIALIZED TRANSIT) GRANTS

(Jim White spoke in Support of the Recommended Action)

- Adopt the FY 2010/11 project scores; and,
- Authorize the Executive Director to certify the applications and forward the applications and prioritized list to the California Department of Transportation (Caltrans).

Approved

15. COMPREHENSIVE TRANSPORTATION PLAN PRESENTATION

Received and Filed

16. GENERAL COUNSEL'S REPORT – *No Report*

17. CLOSED SESSION

Pursuant to Government Code section 54957(b)(1), public employee evaluation:

Executive Director

General Counsel

There was no announcement after the Closed Session

18. ADJOURN



Item # 10A

May 13, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: MONTHLY BUDGET REPORT

RECOMMENDATION:

- Receive and file the monthly budget report for March 2011

BACKGROUND:

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

The March 31, 2011 budget report indicates that revenues were approximately 85.1% of the adopted budget while expenditures were approximately 74.3% of the adopted budget. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on a percentage or monthly basis. For instance, some revenues are received at the beginning of the year while other revenues are received after grants are approved by federal agencies. In many instances, VCTC incurs expenses in advance of the revenues.

The GARVEE bond funds from the State were received the end of January. These funds were used to partially pay off the Lewis Road Bond on March 1, 2011.

**VENTURA COUNTY TRANSPORTATION COMMISSION
BALANCE SHEET
AS OF MARCH 31, 2011**

ASSETS

Assets:

Cash and Investments - Wells Fargo Bank	\$ 2,864,257
Cash and Investments - County Treasury	19,252,479
Cash and Investments - Bank of New York	0
Petty Cash	50
Receivables/Due from other funds	2,635,949
Prepaid Expenditures	818,373
Deposits	<u>11,444</u>

Total Assets: **\$25,582,552**

LIABILITIES AND FUND BALANCE

Liabilities:

Accrued Expenses/Due to other funds	\$ 2,204,465
Deferred Revenue	345,020
Advance from DOT	158,987
Deposits	<u>2,900</u>

Total Liabilities: **\$ 2,711,372**

Net Assets:

Fund Balance	<u>\$22,871,180</u>
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Total Liabilities and Fund Balance: **\$25,582,552**

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

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Debt Service Actual	Capital Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Revenues										
Federal Revenues	\$ 8,183,986	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 8,183,986	\$ 15,829,511	(7,645,525)	51.70
State Revenues	9,636,712	19,799,437	2,427,794	482,539	21,474,844	0	53,821,326	57,474,588	(3,653,262)	93.64
Local Revenues	4,265,895	0	0	10,000	0	0	4,275,895	4,453,799	(177,904)	96.01
Other Revenues	2,191	0	0	0	0	0	2,191	0	2,191	0.00
Interest	1,657	29,918	33,675	12,067	1,012	773	79,102	210,000	(130,898)	37.67
Total Revenues	22,090,441	19,829,355	2,461,469	504,606	21,475,856	773	66,362,500	77,967,898	(11,605,398)	85.12
Expenditures										
Administration										
Personnel Expenditures	1,719,141	0	0	0	0	0	1,719,141	2,470,624	(751,483)	69.58
Legal Services	13,712	0	0	0	0	0	13,712	35,000	(21,288)	39.18
Professional Services	46,539	0	0	0	0	0	46,539	110,000	(63,461)	42.31
Office Leases	99,946	0	0	0	0	0	99,946	131,300	(31,354)	76.12
Office Expenditures	159,854	0	0	0	0	0	159,854	271,675	(111,821)	58.84
Total Administration	2,039,192	0	0	0	0	0	2,039,192	3,018,599	(979,407)	67.55
Programs and Projects										
Transit & Transportation Program										
Senior-Disabled Transportation	72,509	0	0	0	0	0	72,509	252,800	(180,291)	28.68
Go Ventura Smartcard	132,213	0	0	0	0	0	132,213	819,178	(686,965)	16.14
VISTA Fixed Route	3,786,208	0	0	0	0	0	3,786,208	5,240,660	(1,454,452)	72.25
VISTA DAR	1,657,735	0	0	0	0	0	1,657,735	2,339,200	(681,465)	70.87
Nextbus	7,935	0	0	0	0	0	7,935	879,650	(871,715)	0.90
Trapeze Paratransit & Dispatch	15,339	0	0	0	0	0	15,339	30,200	(14,861)	50.79
Transit Grant Administration	7,731,983	0	0	0	0	0	7,731,983	12,430,825	(4,698,842)	62.20
Total Transit & Transportation	13,403,922	0	0	0	0	0	13,403,922	21,992,513	(8,588,591)	60.95
Highway Program										
Congestion Management Program	5,100	0	0	0	0	0	5,100	25,000	(19,900)	20.40
Motorist Aid Call Box System	0	0	0	216,958	0	0	216,958	462,900	(245,942)	46.87
SpeedInfo Highway Speed Sensor	0	0	0	90,600	0	0	90,600	144,200	(53,600)	62.83
Road & Highway Projects	2,660,020	0	0	0	0	574,993	3,235,013	3,952,200	(717,187)	81.85
Total Highway	2,665,120	0	0	307,558	0	574,993	3,547,671	4,584,300	(1,036,629)	77.39

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Debt Service Actual	Capital Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Rail Program										
Metrolink Commuter Rail	4,623,630	0	0	0	0	0	4,623,630	5,134,627	(510,997)	90.05
LOSSAN & Coastal Rail	24,308	0	0	0	0	0	24,308	32,683	(8,375)	74.38
Santa Paula Branch Line	482,542	0	0	0	0	0	482,542	610,385	(127,843)	79.06
Total Rail	5,130,480	0	0	0	0	0	5,130,480	5,777,695	(647,215)	88.80
Commuter Assistance Program										
Dial A Route Transit Information	14,971	0	0	0	0	0	14,971	27,000	(12,029)	55.45
Rideshare & Employer Services	21,279	0	0	0	0	0	21,279	52,217	(30,938)	40.75
Total Commuter Assistance	36,250	0	0	0	0	0	36,250	79,217	(42,967)	45.76
Planning & Programming										
TDA LTF & STA Administration	200,247	12,801,343	0	0	0	0	13,001,590	21,579,623	(8,578,033)	60.25
Transportation Improvement Program	6,498	0	0	0	0	0	6,498	12,600	(6,102)	51.57
Regional Transportation Planning	15,971	0	0	0	0	0	15,971	149,500	(133,529)	10.68
Regional Transit Planning	81,910	0	0	0	0	0	81,910	276,200	(194,290)	29.66
Freight Movement	108,005	0	0	0	0	0	108,005	594,080	(486,075)	18.18
Total Planning & Programming	412,631	12,801,343	0	0	0	0	13,213,974	22,612,003	(9,398,029)	58.44
General Government										
Marketing & Community Outreach	230,885	0	0	0	0	0	230,885	549,332	(318,447)	42.03
State & Federal Relations	42,095	0	0	0	0	0	42,095	62,455	(20,360)	67.40
Debt Service	0	0	0	0	24,506,027	0	24,506,027	24,586,253	(80,226)	99.67
Management & Administration	18,326	0	0	0	0	0	18,326	431,061	(412,735)	4.25
Total General Government	291,306	0	0	0	24,506,027	0	24,797,333	25,629,101	(831,768)	96.75
Total Expenditures	23,978,901	12,801,343	0	307,558	24,506,027	574,993	62,168,822	83,693,428	(21,524,606)	74.28

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Debt Service Actual	Capital Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)
Revenues over (under) expenditures	(1,888,460)	7,028,012	2,461,469	197,048	(3,030,171)	(574,220)	4,193,678	(5,725,530)	9,919,208
Other Financing Sources									
Transfers Into GF from LTF	1,566,277	0	0	0	0	0	1,566,277	1,607,360	(41,083)
Transfers Into GF from STA	1,552,168	0	0	0	0	0	1,552,168	4,090,395	(2,538,227)
Transfers Into GF from SAFE	30,834	0	0	0	0	0	30,834	695,800	(664,966)
Transfers Into Cap from DS	0	0	0	0	1,525,929	0	1,525,929	0	1,525,929
Transfers Into GF from DS	368,108	0	0	0	0	0	368,108	0	368,108
Transfers Out of LTF into GF	0	(1,566,277)	0	0	0	0	(1,566,277)	(1,607,360)	41,083
Transfers Out of STA into GF	0	0	(1,552,168)	0	0	0	(1,552,168)	(4,090,395)	2,538,227
Transfers Out of SAFE into GF	0	0	0	(30,834)	0	0	(30,834)	(695,800)	664,966
Transfers Out of Cap into DS	0	0	0	0	0	(1,525,929)	(1,525,929)	0	(1,525,929)
Transfers Out of DS into GF	0	0	0	0	(368,108)	0	(368,108)	0	(368,108)
Total Other Financing Sources	3,517,387	(1,566,277)	(1,552,168)	(30,834)	1,157,821	(1,525,929)	0	0	0
Net Change in Fund Balances	1,628,927	5,461,735	909,301	166,214	(1,872,350)	(2,100,149)	4,193,678	(5,725,530)	9,919,208
Beginning Fund Balance	1,570,432	2,570,057	7,700,785	2,863,729	1,872,350	2,100,149	18,677,502	11,643,000	7,034,502
Ending Fund Balance	\$3,199,359	\$8,031,792	\$8,610,086	\$3,029,943	\$0	\$0	\$22,871,180	\$5,917,470	\$16,953,710

**VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF MARCH 31, 2011**

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

Institution	Investment Type	Maturity Date	Interest to Date	Rate	Balance
Wells Fargo – Checking	Government Checking	N/A	\$2,360.44	0.05%	\$2,864,257.77
Wells Fargo Fidelity MM	Fidelity Inst. Money Market Gov. Portfolio (FCGXX)	N/A	\$6.08	CLOSED	0.00
County of Ventura	Treasury Pool	N/A	\$75,110.68	0.97%	19,208,082.93
Bank of New York	JP Morgan US Government Money Market (MJGXX)	N/A	\$277.77	CLOSED	0.00
Bank of New York	U.S. Treasury Bill	N/A	\$590.27	CLOSED	0.00
Bank of New York	U.S. Treasury Bill	N/A	\$916.65	CLOSED	0.00
Total			\$79,261.89		\$22,072,340.70

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

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

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

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

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

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



Item # 10B

May 13, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

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

SUBJECT: RAIL OPERATIONS UPDATE

RECOMMENDATION:

- Receive and file.

DISCUSSION:

Metrolink Ridership:

Based on passenger counts made by conductors on the Ventura Line, there were about 1,900 people who boarded the morning peak-hour trains to Los Angeles each weekday in March; about 47% of those boardings took place at Ventura County stations. This compares to about 1,905 boardings on the same trains in March 2010. Metrolink will be trying new strategies in the upcoming fiscal year to improve the ridership picture on all lines.

Attach to this item is a graph showing the ridership on the Ventura Line over the last several years along with lines showing the individual Ventura County station counts. Also attached are charts with passenger boarding data for January, February and March for the past ten years. Although the station boardings at the Ventura County stations have not dropped dramatically, the lack of ridership growth in this County is a concern and will continue to be evaluated. It will be particularly interesting to track the impacts on ridership from the currently increased gasoline prices as the last time this gas price surge occurred, there was concurrent increase in riders.

Metrolink On-Time Performance:

The Ventura Line's on-time performance (trains arriving within five minutes of scheduled time) continued to be very good. Overall, during the month of March, 98% of the inbound trips and 96% of the outbound trips ran on-time.

Potential Metrolink Fare Policy Changes:

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

Dodger Stadium Home Game Special Train:

Metrolink has launched a new partnership with the Dodgers and the Angels to encourage more attendance at home games. For Ventura, Antelope Valley and San Bernardino Line riders, there will be special shuttle buses taking train passengers to the main entrance of the Chavez Ravine stadium near downtown Los Angeles on weekdays. A similar program is in place for Orange County riders and the Angels organization. For the return trips from the Dodger games, special trains waiting at Union Station for the shuttles to return after the game, expected to be about 11:05 PM. The trains will be held if the game runs late. No special trains into Los Angeles will run as passengers are expected to use the regularly scheduled service. On the Ventura Line, the trains will only travel as far as Moorpark so riders will need to plan ahead if they park at a local station. Information about this Dodger promotion and other special trains can be found at: MetrolinkTrains.com; [Facebook.com/Metrolink](https://www.facebook.com/Metrolink); MetrolinkTrains.blogspot.com; and, [YouTube.com/Metrolink Matters](https://www.youtube.com/MetrolinkMatters).

National Train Day May 7, 2011:

On May 7th each year, National Train Day is celebrated as a commemoration of the anniversary of the completion of the transcontinental railroad in 1869. Special exhibits are arranged at different locations by Amtrak, the national railroad agency, including displays at Union Station in Los Angeles. This year, Amtrak is debuting a yearlong exhibit train, a rolling museum which will travel cross-country departing from Washington DC May 7th. Schedule details are being finalized and should be available on Amtrak's website.

Montalvo Station Becomes East Ventura Station:

As of May 9th, the Montalvo Station became the East Ventura Station. The name change resulted from a request from the City of Ventura to eliminate confusion about the location of the station and to provide a geographic differentiation from the downtown Fairgrounds Amtrak station. People from outside the area were often confused about where the community of Montalvo is and the name change will alleviate that problem. To minimize the expense of the name change, it will filter through the materials as they are replaced and reproduced by Metrolink.

Metrolink FY 2011/2012 Budget:

Development of the Metrolink budget for the next fiscal year has started. At this time, no service changes are planned in Ventura County, however, two additional trains will be added as far as Chatsworth. The first, preliminary calculation of Ventura's local share for FY 11/12 indicates an increase in our share of about \$58,000. The increase is mainly due to cost-of-living clauses in security and operations contracts, and also, in anticipation that gas prices will continue to climb in the near future.

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

Santa Paula Branch Line (SPBL) Operations:

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

Property Leases

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

May 13, 2011

Item #10B

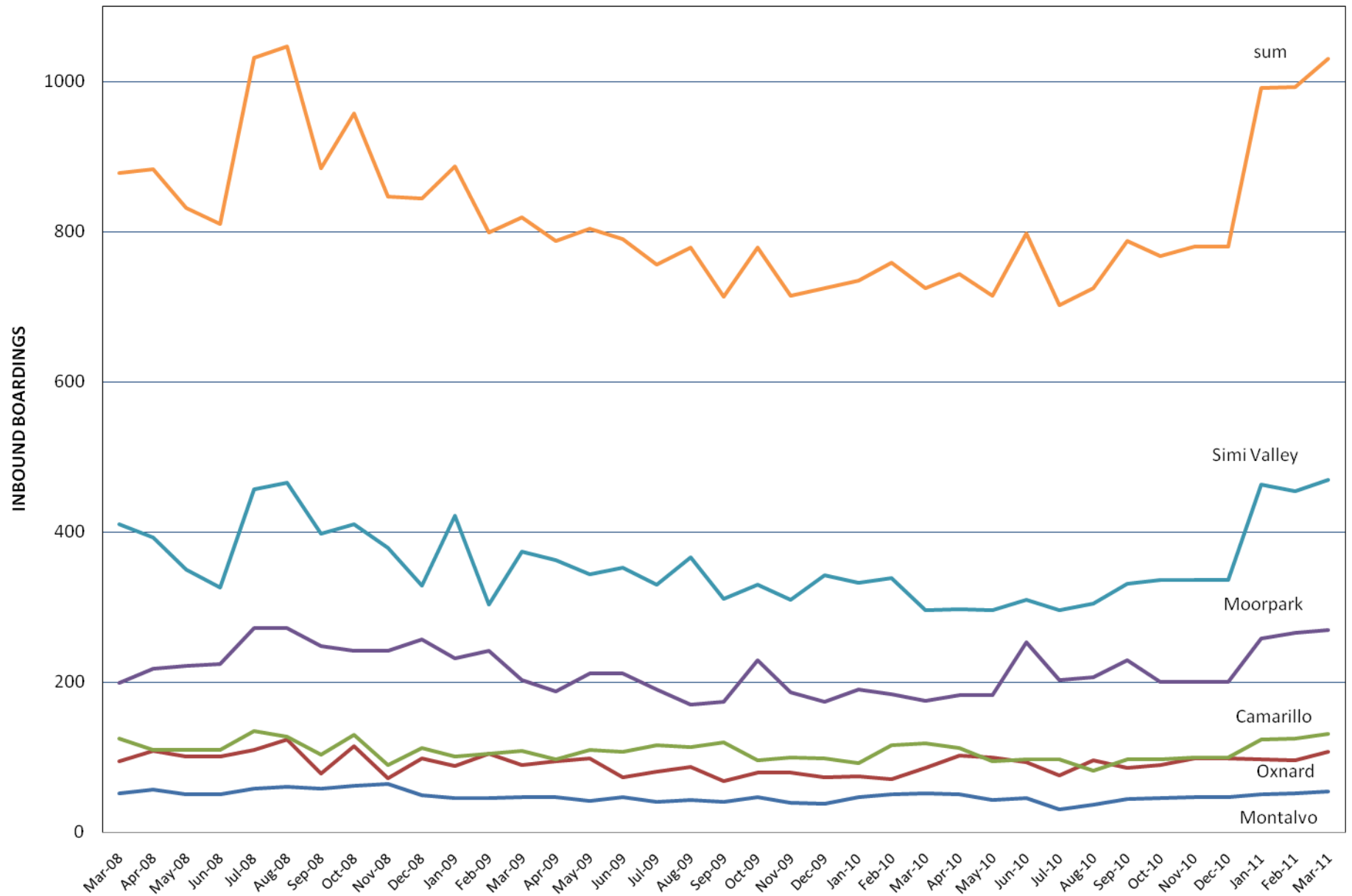
Page #3

Union Pacific (UP) Railroad

VCTC's agreement with UP requires the Commission maintain the tracks between Montalvo and Santa Paula without charge as long as UP runs freight on the Line. They currently have one customer, International Paper, with deliveries/pickups by rail three times a week. Staff is continuing discussions with UP and F&W to possibly establish a transloading arrangement, where the freight would be shifted from UP to F&W near Montalvo. In this type of arrangement, UP would pay F&W to transport freight to the existing UP customer i.e. International Paper, however, F&W could also provide other freight hauling opportunities to customers all along the SPBL corridor. It is possible additional freight customers could be added. This hasn't been a priority in the past because UP got all the revenue while VCTC shouldered all the costs. Staff will continue working with both UP and F&W on this potential new source of revenue to support F&W operations.

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**VENTURA COUNTY LINE RIDERSHIP
(INBOUND AVERAGE WEEKDAY 2008-2011)**



MO/YR	Ventura County Line	VC County Portion	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
Jan-11	3,481	1,600	39,631	259
Jan-10	3,694	2,022	40,765	325
Jan-09	4,307	2,341	43,988	283
Jan-08	4,178	2,164	43,322	264
Jan-07	3,962	2,050	41,095	228
Jan-06	3,902	1,991	40,343	136
Jan-05	3,378	1,471	37,254	268
Jan-04	4,001	1,864	36,399	110
Jan-03	3,673	1,760	33,708	88
Jan-02	3,566	1,854	32,443	15
Jan-01	3,736	1,920	32,404	45

MO/YR	Ventura County Line	VC County Portion	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
Feb-11	3,712	1,719	40,127	264
Feb-10	3,757	2,105	40,596	376
Feb-09	4,299	2,241	43,313	255
Feb-08	4,218	2,181	43,358	258
Feb-07	4,135	2,133	42,408	260
Feb-06	3,780	1,821	40,266	236
Feb-05	3,828	1,853	38,428	179
Feb-04	4,095	1,776	37,399	119
Feb-03	3,727	1,815	34,988	89
Feb-02	3,612	1,878	32,978	27
Feb-01	3,612	1,864	32,226	46

MO/YR	Ventura County Line	VC County Portion	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
Mar-11	3,800	1,771	40,781	243
Mar-10	3,811	2,132	40,629	287
Mar-09	4,202	2,275	42,890	299
Mar-08	4,233	2,258	44,490	279
Mar-07	4,104	2,139	42,973	267
Mar-06	3,851	1,876	39,936	224
Mar-05	3,979	1,905	39,196	216
Mar-04	4,153	1,910	37,806	128
Mar-03	3,919	1,816	35,472	85
Mar-02	3,650	1,627	33,097	12
Mar-01	3,697	1,889	32,773	53

**INBOUND
BOARDINGS***

	Montalvo	Oxnard	Camarillo	Moorpark	Simi Valley	VTA Cnty Total	Total Line
Jan-11	50	97	123	258	463	991	1,600
Jan-10	47	74	92	190	332	735	1,343
Jan-09	45	88	101	231	422	887	1,632
Jan-08	42	80	108	174	378	782	1,510
Jan-07	43	90	97	176	340	746	1,442
Jan-06	44	70	113	195	322	744	1,458
Jan-05	30	96	83	137	215	561	1,288
Jan-04	18	72	61	172	284	607	1,303
Jan-03	9	94	71	193	231	598	1,248
Jan-02	0	94	71	193	310	668	1,285
Jan-01	0	91	66	196	310	663	1,289

* on Metrolink trains

**INBOUND
BOARDINGS***

	Montalvo	Oxnard	Camarillo	Moorpark	Simi Valley	VTA Cnty Total	Total Line
Feb-11	52	96	124	266	454	992	1,719
Feb-10	50	70	116	184	338	758	1,353
Feb-09	45	105	105	241	303	799	1,533
Feb-08	45	82	96	181	400	804	1,555
Feb-07	39	83	101	186	342	751	1,456
Feb-06	44	70	113	195	368	790	1,640
Feb-05	36	93	79	138	341	687	1,419
Feb-04	28	72	61	180	264	605	1,395
Feb-03	9	94	71	193	231	598	1,228
Feb-02	0	94	71	193	310	668	1,284
Feb-01	0	90	71	193	310	664	1,286

* on Metrolink trains

**INBOUND
BOARDINGS***

	Montalvo	Oxnard	Camarillo	Moorpark	Simi Valley	VTA Cnty Total	Total Line
Mar-11	54	107	131	269	469	1,030	1,771
Mar-10	51	86	118	175	295	725	1,296
Mar-09	46	89	108	203	373	819	1,513
Mar-08	51	94	124	199	410	878	1,646
Mar-07	37	91	95	182	348	753	1,445
Mar-06	55	52	102	188	364	761	1,562
Mar-05	24	75	88	163	341	691	1,443
Mar-04	33	72	61	206	299	671	1,459
Mar-03	9	94	71	193	231	598	1,291
Mar-02	0	94	71	183	202	550	1,234
Mar-01	0	94	71	193	310	668	1,307

* on Metrolink trains



Item # 10C

May 13, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

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

SUBJECT: RAILROAD RIGHT OF WAY MAINTENANCE FOR COAST MAIN LINE AND SANTA PAULA BRANCH LINE

RECOMMENDATION:

- The Commission authorize staff to publish a Request For Proposals (RFP) seeking the railroad right of way maintenance services for VCTC owned property on the Coast Main Line and Santa Paula Branch Line (SPBL).

DISCUSSION:

In 1996 and in 2003, VCTC circulated Request for Proposals (RFP) to firms for maintenance of VCTC owned right of way (ROW) on the Coast Main Line (40 feet of property on the north side of the tracks between the LA County Line and the west city limit of Moorpark), and, along the Santa Paula Branch Line (SPBL) between Montalvo and Rancho Camulos. Along the SPBL, the right of way is outside the fifteen foot boundary on either side of the track center line, and the right of way to be maintained can vary from a few feet to about 100 feet in some areas.

Maintenance mainly involves weed abatement in response to fire department notices and citizen complaints. There is also some debris removal from storms and/or illegal dumping and graffiti removal. An important consideration is the firm(s) doing the work must be fully qualified, licensed and insured to work on railroad property. Firms will be invited to perform maintenance on both the Coast Main Line and the SPBL, or can propose separately for the two areas.

The Scope of Work for both areas requests a breakdown of costs for equipment and personnel. The proposal may include any or all of the following activities: application of pre-emergent herbicides, application of post-emergent herbicides, weed mowing, tree trimming, and material disposal. If there are additional special maintenance tasks needed such as clearance of drainage culverts, the projects will be authorized by VCTC staff on an individual task basis.

Since 2003, Van Nortwick & Sons has handled the ROW maintenance on the Coast Main Line, and Fillmore & Western Railway (F&W) does the ROW work on the SPBL.

Funding to support ROW maintenance work has been included in the draft FY 11/12 VCTC project budgets for Metrolink and the SPBL.

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May 13, 2011

SUBJECT: REQUEST FOR PROPOSALS FOR RAILROAD RIGHT OF WAY MAINTENANCE FOR VCTC-OWNED PROOPTY ON THE COAST MAIN LINE AND THE SANTA PAULA BRANCH LINE

The Ventura County Transportation Commission (VCTC) is requesting proposals for the time-and-materials needed for maintenance of railroad right of way owned by the Commission.

Firms interested in performing this work should send their proposals NO LATER THAN 4 PM ON FRIDAY JUNE 17, 2011 to:

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

Attention: Mary Travis, Manager, TDA and Rail Programs

Disadvantaged Business enterprises (DBE's as defined in 49 CFR, Part 23, shall have maximum opportunity to participate. DBE respondents should submit an affidavit of certification with their proposals.

Questions regarding the scope of work or any administrative questions should be addressed to Mary Travis at 805-642-1591 ext. 102 or by email: mtravis@goventura.org.

Thank you for your interest!

**REQUEST FOR PROPOSAL (RFP)
FOR MAINTENANCE OF VCTC OWNED RAILROAD RIGHT OF WAY
ON THE COAST MAIN LINE AND SANTA PAULA BRANCH LINE**

The Ventura County Transportation Commission (VCTC) is interested in receiving proposals for the maintenance of VCTC owned railroad right of way on the Coast Main Line and Santa Paula Branch Line right of way. Specifically, the property is:

Coast Main Line – the forty-foot strip of land for nineteen miles on the north side of the Coast Main Line track between the LA County Line and the western city limits of Moorpark. There is currently Amtrak Surfliner, Amtrak Coast Starlight, Metrolink and freight service on the line. The south side of the Coast Main Line is owned and maintained by Union Pacific Railroad and the track is maintained by Metrolink.

Santa Paula Branch Line - the thirty-four miles of property along both sides of the Santa Paula Branch Line (SPBL) from the community of Montalvo in western Ventura County to the Rancho Camulos historical site in eastern Ventura County. There is currently limited freight service between Montalvo and Santa Paula, and also, tourist train trips between Santa Paula and Piru.

The Commission intends to award a fixed rate, indefinite delivery/indefinite quantity contract based upon the various labor and equipment rates and categories that will be detailed by proposer on the forms included in Appendix G and/or H, depending upon whether the proposer will offer for both or one of the project areas.

The contract term will be a two-year base period with one, single year option to extend the agreement. The option term may be exercised by the Commission, at its sole discretion, with sixty-days prior written notice to the Contractor.

The Contractor will be expected to respond to Commission's request for services within three (3) working days except in cases of emergency where an immediate response may be requested. In case of emergency, four to twenty-four hour response time may be required.

SCOPE OF WORK

Work To Be Performed: The selected contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the required services.

Weed Abatement & Vegetation Control

Weed abatement and vegetation control, shall be performed in accordance with California Health and Safety Codes, municipal code and County Fire Department requirements. The purpose of this program is to prevent fire hazards posed by vegetation growth and accumulation of combustible materials. Vegetation and weeds should be regulated and cut so as to not exceed 6 inches in height within the right-of-ways, and shall be kept at 3 inches when 0 to 100 feet from structures. Weed abatement will be by mowing, mechanical weed trimmer or hand tool removal, to augment the herbicide program. Contractor will dispose of vegetation and/or weeds (including cut brush).

Herbicide and Pesticide Application

Herbicide application will be a pre-emergent application in the fall and spot treatments of contact herbicides on an as necessary basis during the summer and late fall. Herbicide application will be completed by a Certified Pest Control Applicator. All personnel shall be licensed, by the State of California and all work will have written Pest Control Recommendations – submitted to the County Agricultural Commissioner in accordance with applicable regulations.

Clean-Up of Debris and Trash (non-hazardous waste)

Contractor will pick-up all debris and trash, on the right-of-ways, and will remove and dispose of vegetation and refuse at specified dump sites within Ventura County. Material to be removed may include, but are not limited to, broken concrete, asphalt, construction debris, scrap metal, furniture, appliances, automobile parts, shopping carts, tires, trees, dead vegetation, dead animals, bagged or loose trash. Individual items will be handled manually within Occupational Safety and Health Administration (OSHA) guidelines.

Drainage Repairs Due to Minor Erosion Damage

Contractor will remove silt, drift and/or obstructions from drainage channels and will restore minor erosion damage. Removal of vegetation and/or debris will be done in a manner which preserves the functional performance of all drainage facilities.

Graffiti Abatement and Removal

Contractor will control graffiti through painting or cleaning on structures, walls, fences, signs, bridges and abutments. Application of paint or cleaning of graffiti will be performed so as to preserve railroad operating information on signs, structures, etc.

Tree Trimming and Removals

Contractor will trim and/or remove trees in order to maintain clear visibility of railroad signals and grade crossings. Work will consist of tree trimming and/or removals and transport/removal/disposal of brush and debris.

Pest/Insect Control

Contractor shall perform, on a case by case basis, reasonable pest/insect control to maintain the railroad right of way

WORK PRODUCT

- Maintenance of VCTC owned railroad right of way in safe, clean and non-hazardous condition.

PROPOSED PROJECT SCHEDULE

RFP Circulated	-	May 16, 2011
Proposal Deadline	-	Friday, June 17, 2011 at VCTC Office by 4:00 PM
Award of Contract(s)	-	July 8, 2011
Notice to Proceed	-	July 11, 2011

PROPOSAL REQUIREMENTS

Three hardcopies (electronic submissions will not be accepted) of the proposal shall be submitted no later than **4:00 P.M. Friday, June 17, 2011. Proposals delivered after the stated time will not be considered.** Proposals shall be delivered to the VCTC offices at:

Ventura County Transportation Commission
Attn: Mary Travis, Manager of TDA & Rail Programs
950 County Square Drive, Suite 207
Ventura, CA 93003

There is no expressed or implied obligation for the VCTC to reimburse responding firms for any expenses incurred in the preparation or delivery of proposals in response to this request. The VCTC reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. All submissions are considered a matter of public record. All proposals must include the items listed below. Any proposal that does not include the following shall be deemed non-responsive and rejected:

PROPOSAL INFORMATION AND CONTENT

Proposals should be organized as follows:

1. **Title Page** - Indicate RFP subject, name of proposer's firm, local address, telephone number, name of contact person, and date of proposal as well as the names and contact information of any subcontractors.

Provide the names and titles of individuals authorized to make representations for the proposer.

2. **Table of Contents** - Include a clear identification of the material in the RFP by section and page number.
3. **Letter of Transmittal** - Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work within the specified time period.
4. **Profile of the Proposer** - State whether the firm is local or national, and provide a summary of representative experience relevant to the work solicited by this RFP.
5. **Summary of Proposer's Qualifications** - Provide a brief statement of similar projects performed. Provide a list of references for which similar work has been performed, as well as references for any proposed subcontractors. Include sample maps or related print material.
6. **Fee Structure** - Include a detailed fee structure including cost for labor, equipment and other project costs.
7. **Proposal Pricing Form** - Bidders may propose for both or either railroad right of way area. Contracts for each area will be awarded for a two year period with the option for a third year.

PROPOSAL EVALUATION

Proposals will be reviewed by a consultant selection committee selected by the VCTC. Interviews, if required, will be held at VCTC office in Ventura during the week of June 20, 2011.

Proposals will be evaluated according to the following criteria:

- Evidence of full understanding of the work to be performed.
- Demonstrated competence to perform work specific to this RFP and the ability to meet the schedule.
- Experience with similar projects.
- Assigned personnel qualifications and availability.
- Compliance with all applicable State and VCTC regulations and requirements.

VCTC CONTACT INFORMATION

All questions, comments and proposals should be directed to:

Mary Travis, Manager of TDA & Rail Programs
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

Phone: (805) 642-1591 (ext. 102)
Email: mtravis@goventura.org.

STATE AND VCTC REQUIREMENTS AND CERTIFICATIONS

This project is funded with State Transportation Development Act (TDA) State Transit Assistance (STA) funds. The following requirements and certifications found in the Appendix are considered a part of this RFP and will become a part of the contract for consultant services. The certifications must be signed and included in the consultant's submittal for the proposal to be considered responsive.

In order to establish a bench of qualified contractors, it is possible the Commission will award contracts to several firms.

APPENDIX: STATE and VCTC REQUIREMENTS AND CERTIFICATIONS

- A. Proposal Submittal Form
- B. Proposer's Reference Form, Parts I & 11
- C. Worker's Compensation Insurance Certification
- D. List of Subcontractors (File if Applicable)
- E. Proposal Guidelines
- F. Insurance Requirements
- G. Proposal Pricing Form for Coast Main Line Right of Way
- H. Proposal Pricing Form for Santa Paula Branch Line Right of Way

APPENDIX A PROPOSAL SUBMITTAL FORM

TO: VENTURA COUNTY TRANSPORTATION COMMISSION

DATE:

In response to the Request for Proposals for railroad right of way maintenance, the proposer submits the costs for the project as detailed in Appendix G "Coast Rail Right of Way" and/or Appendix H "Santa Paula Branch Line Right of Way" including costs for each task as described in the Scope of Work.

Please submit a separate proposal for the Coast Main Line and Santa Paula Branch Line project areas.

If awarded the Contract, the undersigned hereby agrees to sign said Contract and to furnish the necessary certificates.

PROPOSER: _____

CONTACT: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____@_____

SIGNATURE: _____

TITLE: _____

APPENDIX B PROPOSER REFERENCE FORM – PARTS I AND II

A. NAME _____

B. Proposer is a: (circle one)

Corporation Partnership Association Sole proprietorship

C. Proposer's Address and Telephone Number;

D. Name, Title, and Telephone Number of Proposers' Authorized Representative:

PART II

Client List for Similar Projects Currently and/or Previously Provided:

1. Client Name: _____

Client Address: _____

Contact Person: _____

Telephone Number: _____

Period of Service: _____

2. Client Name: _____

Client Address: _____

Contact Person: _____

Telephone Number: _____

Period of Service: _____

3. Client Name: _____

Client Address: _____

Contact Person: _____

Telephone Number: _____

Period of Service: _____

APPENDIX C WORKER'S COMPENSATION INSURANCE CERTIFICATE

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Contractor shall secure the payment of Workmen's Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish VCTC with a certificate evidencing such coverage together with a verification thereof as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

SIGNED: _____
(Contractor)

DATE: _____

APPENDIX D LIST OF SUBCONTRACTORS (FILE IF APPLICABLE)

Name of Subcontractor	Address/Phone	Items of Work
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APPENDIX E PROPOSAL REQUIREMENTS

General considerations in this RFP are:

1. DISADVANTAGED BUSINESS PARTICIPATION

A. General Provisions

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

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

No later than Thirty (30) working days after receiving payment of retention from VCTC for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall make full payment to its subcontractors of all compensation due and owing under the relevant subcontract agreement, unless excused by VCTC for good cause pursuant to provisions of Section B below.

No later than Thirty (30) days after receiving payment of retention from VCTC for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall also make full payment to its subcontractors of all retentions withheld by it pursuant to the relevant subcontract agreement, unless excused by VCTC for good cause pursuant to provisions of Section B below.

B. Good Cause

CONTRACTOR may only delay or postpone any payment obligation (or retention) to any of its subcontractors for services rendered arising out of or related to this Agreement where, in VCTC's sole estimation, good cause exists for such a delay or postponement. All such determinations on VCTC's part that good cause exists for the delay or postponement of CONTRACTOR's payment obligation to its subcontractor must be made prior to the time when payment to the subcontractor would have been otherwise due by CONTRACTOR.

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

A. COMPLIANCE WITH REGULATIONS:

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

B. NONDISCRIMINATION

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

C. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this Contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 Relating to Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project for which this Contract work is being performed. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment of recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FHWA may issue.
2. **Age** – In accordance with section 4 of the Age discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age.
3. **Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “ Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.
4. **Immigration and Naturalization Act of 1986** – In connection with the execution of this Contract, the Contractor must comply with all aspects of the federal Immigration and Naturalization Act of 1986.

D. SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:

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

E. INFORMATION AND REPORTS:

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

F. SANCTIONS FOR NONCOMPLIANCE:

In the event of the Contractor's noncompliance with nondiscrimination provisions of this contract, VCTC shall impose contract sanctions as it may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Contractor under the contract until the Contractor complies; and/or
2. Cancellation, termination, or suspension of the contract, in whole or in part.

G. INCORPORATION OF PROVISIONS:

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

3. ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide VCTC access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making and conducting audits, inspections, examinations, excerpts, and transcriptions.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain such books, records, account and reports until the VCTC has disposed of all such litigation, appeals, claims or exceptions related thereto.

4. ENVIRONMENTAL REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. Clean Air

The contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 1 1017 of the California Government Code. All Contractors and suppliers shall be required to submit evidence, if requested, to VCTC that the governing air pollution control criteria will be met.

B. Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to VCTC. VCTC will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

C. Energy Conservation

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (42 U.S.C., Section 6321 et seq.).

5. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962, including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

6. BREACHES AND DISPUTE RESOLUTION PROCEDURE

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of VCTC. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the VCTC. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the VCTC shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by VCTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the VCTC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available under this Agreement shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the VCTC, Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this under the Agreement, except as may be specifically agreed in writing.

7. TERMINATION

Termination for Convenience - The VCTC, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default [Breach or Cause] - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the VCTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the VCTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the VCTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision) - The VCTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to VCTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from VCTC setting forth the nature of said breach or default, VCTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude VCTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach - In the event that VCTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by VCTC shall not limit VCTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

APPENDIX F INSURANCE REQUIREMENTS

1. Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises, Contractual Liability, Personal Injury Liability, Board-Form Property Damage and Independent Contractor's Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 aggregate written occurrence form.
2. Comprehensive Automobile Liability Coverage, including owned, non owned, and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in an aggregate written on occurrence form.
3. Workers Compensation Insurance with limits established and required by the State of California.
4. For work in a rail right-of-way, Railroad Protective Liability Insurance (RPLI) shall be provided in an amount of not less than \$2,000,000, combined single limit, and in the aggregate written on and occurrence form. VCTC may waive in whole or part the requirement of RPLI depending on the type of field work necessary with the rail right-of-way. Also, RPLI may be waived if the Consultant can meet the following requirements:
 - a. The Consultant's general liability policy does not include a railroad exclusion.
 - b. If Consultant's general liability policy does have a railroad exclusion, obtain a waiver of said exclusion.
 - c. The Consultant may be required to provide higher and differing insurance limits for work within the railroad right-of-way from Burlington Northern Santa Fe Railway, Union Pacific Railroad, the Southern California Regional Rail Authority, the Fillmore and Western Railway, or any other railroad or transit agency's right-of-way. The additional coverage shall be the responsibility of the Consultant at no cost to VCTC .

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APPENDIX G PROPOSAL PRICING FORM – COAST MAIN LINE PROJECT AREA

<i>PRICE PROPOSAL SUMMARY</i>		
	YEAR 1	\$
	YEAR 2	\$
	YEAR 3 (Option)	\$
	GRAND TOTAL (Years 1, 2 & 3)	\$

Contractor's proposed labor rates shall remain fixed for the term of the contract, with the sole exceptions of increases to impacted prevailing wage rates mandated by the California Department of Industrial Relations. Proposed labor rates submitted by the undersigned firm shall all relevant expenses, taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance. Unit rate pricing for equipment shall include the transportation, delivery, fuels, repairs, and other related costs. Contractor shall provide original invoices and/or receipts documenting and substantiating the unit cost for all materials billed under respective Task Orders. Proposed equipment rate(s) shall include all relevant expenses, taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance.'

The Commission reserves the right to unilaterally award, delete, and/or amend the work associated with the constituent line items detailed on the Proposal Pricing Form. The Commission reserves the unilateral right to authorize the award of option term.

The estimated quantities listed on this attachment are approximate and are based on the best information available at the time the solicitation was issued; they are used solely for the purpose of evaluating the proposals. The Commission does not represent, expressly or by implication, that the actual quantities used in the Project will equal the estimated quantities. The Commission further reserves the right to increase or decrease the amount of any or all services and/or to omit portions of the Work.

APPENDIX G PROPOSAL PRICING FORM – COAST MAIN LINE PROJECT AREA
DETAILED EQUIPMENT AND PERSONNEL COSTS

	DESCRIPTION	RATE	EST. HOURS PER YEAR	TOTAL PRICE YEAR 1	TOTAL PRICE YEAR 2	TOTAL PRICE YEAR 3 (OPTION)
1.	Tractor with 6' Mower	\$ /hr		\$	\$	\$
2.	Tractor with 8'5" Disc	\$ /hr		\$	\$	\$
3.	Project Manager – Prevailing Wage	\$ /hr		\$	\$	\$
4.	Project Manager – Non-Prevailing Wage	\$ /hr		\$	\$	\$
5.	Equipment Operator – Prevailing Wage	\$ /hr		\$	\$	\$
6.	Equipment Operator - Non-Prevailing Wage	\$ /hr		\$	\$	\$
7.	General Laborer - Prevailing Wage	\$ /hr		\$	\$	\$
8.	General Laborer - Non-Prevailing Wage	\$ /hr		\$	\$	\$
9.	Supervisor/Foreman - Prevailing Wage	\$ /hr		\$	\$	\$
10.	Supervisor/Foreman - Non-Prevailing Wage	\$ /hr		\$	\$	\$
11.	Skiploader	\$ /hr		\$	\$	\$
12.	Backhoe	\$ /hr		\$	\$	\$
13.	2,000-Gallon Water Truck	\$ /hr		\$	\$	\$
14.	Dump Truck - (10 Yard Capacity)	\$ /hr		\$	\$	\$
15.	Dump Truck - (5 Yard Capacity)	\$ /hr		\$	\$	\$
16.	40 yard bin/load	\$ /hr		\$	\$	\$
17.	Other (Specify)	\$ /hr		\$	\$	\$
TOTAL						

APPENDIX H PROPOSAL PRICING FORM – SANTA PAULA BRANCH LINE PROJECT AREA

<i>PRICE PROPOSAL SUMMARY</i>		
	YEAR 1	\$
	YEAR 2	\$
	YEAR 3 (Option)	\$
	GRAND TOTAL (Years 1, 2 & 3)	\$

Contractor's proposed labor rates shall remain fixed for the term of the contract, with the sole exceptions of increases to impacted prevailing wage rates mandated by the California Department of Industrial Relations. Proposed labor rates submitted by the undersigned firm shall include all relevant expenses, taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance. Unit rate pricing for equipment shall include the transportation, delivery, fuels, repairs, and other related costs. Contractor shall provide original invoices and/or receipts documenting and substantiating the unit cost for all materials billed under respective Task Orders. Proposed equipment rate(s) shall include all relevant expenses, taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance.'

The Commission reserves the right to unilaterally award, delete, and/or amend the work associated with the constituent line items detailed on the Proposal Pricing Form. The Commission reserves the unilateral right to authorize the award of option term.

The estimated quantities listed on this attachment are approximate and are based on the best information available at the time the solicitation was issued; they are used solely for the purpose of evaluating the proposals. The Commission does not represent, expressly or by implication, that the actual quantities used in the Project will equal the estimated quantities. The Commission further reserves the right to increase or decrease the amount of any or all services and/or to omit portions of the Work.

APPENDIX H PROPOSAL PRICING FORM – SANTA PAULA BRACH LINE PROJECT AREA

DETAILED EQUIPMENT AND PERSONNEL COSTS

	DESCRIPTION	RATE	ESTIMATED HOURS PER YEAR	TOTAL PRICE YEAR 1	TOTAL PRICE YEAR 2	TOTAL PRICE YEAR 3 (OPTION)
1.	Tractor with 6' Mower	\$ /hr		\$	\$	\$
2.	Tractor with 8'5" Disc	\$ /hr		\$	\$	\$
3.	Project Manager – Prevailing Wage	\$ /hr		\$	\$	\$
4.	Project Manager – Non-Prevailing Wage	\$ /hr		\$	\$	\$
5.	Equipment Operator – Prevailing Wage	\$ /hr		\$	\$	\$
6.	Equipment Operator - Non-Prevailing Wage	\$ /hr		\$	\$	\$
7.	General Laborer - Prevailing Wage	\$ /hr		\$	\$	\$
8.	General Laborer - Non-Prevailing Wage	\$ /hr		\$	\$	\$
9.	Supervisor/Foreman - Prevailing Wage	\$ /hr		\$	\$	\$
10.	Supervisor/Foreman - Non-Prevailing Wage	\$ /hr		\$	\$	\$
11.	Skiploader	\$ /hr		\$	\$	\$
12.	Backhoe	\$ /hr		\$	\$	\$
13.	2,000-Gallon Water Truck	\$ /hr		\$	\$	\$
14.	Dump Truck - (10 Yard Capacity)	\$ /hr		\$	\$	\$
15.	Dump Truck - (5 Yard Capacity)	\$ /hr		\$	\$	\$
16.	40 yard bin/load	\$ /hr		\$	\$	\$
17.	Other (Specify)	\$ /hr		\$	\$	\$
TOTAL						



Item # 10D

May 13, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: SAMIA MAXIMOUS, CAPITAL PROJECTS DIRECTOR
SUBJECT: WATER LINE EASEMENT AT CAMARILLO METROLINK STATION TO CALLEGUAS MUNICIPAL WATER DISTRICT

RECOMMENDATION:

- Approve water line easement to Calleguas Municipal Water District (CMWD) at the Camarillo Rail Station.
- Amend the VCTC FY 2010/2011 Highway Management task budget increasing revenues from CMWD and increasing expenditures by \$3,000 for legal and staff costs associated with this task.

DISCUSSION:

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

Attached are the right of way and easement deed for the proposed easement which were reviewed by VCTC legal counsel. The total value of the permanent and temporary easements is \$105,900. Construction is expected to start by the end of this calendar year and to be completed by October 2013. However, the agreement has a sunset clause for end of construction to December 31, 2015 and it also includes an escalation in the cost of the temporary construction easement should the construction is extended beyond October 2013.

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

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

**RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)**

THIS AGREEMENT is made and entered into by and between

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

hereinafter referred to as "Grantor", and

The Calleguas Municipal Water District

hereinafter called "District."

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

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

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

2. The District shall:

A. PAYMENT - Pay to the order of the Grantor the sum of One Hundred Five Thousand Nine Hundred Dollars (\$105,900), as consideration in full for the real property interests being conveyed in the referenced Easement Deed, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid upon the close of escrow, which shall occur when title to said real property interests has vested in District free and clear of all liens, encumbrances, assessments, easements and leases, recorded or unrecorded, except for recorded public utility easements and public rights of way.

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

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

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

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

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

3. The Grantor:

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

B. PERMISSION TO ENTER - Hereby grants to the District, its agents and contractors, permission to enter upon the Easement Areas described in the referenced Easement Deed prior to the close of escrow for the purposes of preparation for and construction of the District's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Easement Deed. The District's contractor shall have adequate insurance and bonding capabilities to ensure proper construction and completion of the pipeline.

4. The Parties agree:

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

As soon as possible after opening of escrow, District will deposit the executed Easement Deed by Grantor, with Certificate of Acceptance attached, with Escrow Agent on Grantor's behalf. District agrees to deposit the purchase price upon demand of Escrow Agent. District and Grantor agree to deposit with Escrow Agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow

funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire from such account.

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

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

- a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's Real Property subject to this transaction, as required to convey clear title.
- b) Pay and charge District for any escrow fees, charges and costs payable under Paragraph 2.B. of this Agreement.
- c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by District and Grantor.
- d) Following recording of Deed from Grantor, provide District with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$105,900 issued by Chicago Title Company showing that title to the herein Easements described in the Easement Deed are vested in District, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:
 - 1) Real Property Taxes for the fiscal year in which escrow closes.
 - 2) Items No. 1 through 39, of the preliminary title report issued by First American Title Company, dated May 11, 2010, referenced as Order No: 2702645(60), and other items that may be approved by District in writing in advance of the close of escrow.

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

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

C. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral.

This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

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

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

GRANTOR:

THE VENTURA COUNTY TRANSPORTATION COMMISSION

By: _____
Darren Kettle, Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Mitchel Kahn

Date: _____

ATTEST:

By: _____
Donna Cole, Clerk of the Board

Date: _____

DISTRICT:

CALLEGUAS MUNICIPAL WATER DISTRICT

By: _____
Ted Grandsen, President, Board of Directors

Date: _____

By: _____
Susan B. Mulligan, General Manager

Date: _____

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

MAILING ADDRESS OF DISTRICT:
Calleguas Municipal Water District
2100 East Olsen Road
Thousand Oaks, CA 91360-680

Recorded at request of and
When recorded return to:

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

Space above this line for Recorder's Use

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

NO TAX DUE

Calleguas Municipal Water District

EASEMENT DEED

Salinity Management Project Phase 2B (Spec 495)

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

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

do(es) hereby GRANT to the

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

the following interests in real property:

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

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

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

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

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

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

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

A Temporary Construction Easement for the purposes of facilitating construction of District Facilities, including the right to place equipment and vehicles, pile earth thereon, and utilize said Temporary Construction Easement for all other related activities and purposes in, on, over, under, through, and across that certain portion of the Real Property which is described and depicted in Exhibit "C", attached hereto and incorporated by reference herein ("Temporary Construction Easement"). Said Temporary Construction Easement shall commence fifteen (15) days after issuance by District of a Notice of Commencement of Construction, which shall be issued to Grantor by U.S. Mail, and shall automatically

terminate upon completion of construction of District Facilities and restoration of the Temporary Construction Easement Area, or one (1) year after the date of the noticed Commencement of Construction, whichever occurs first; however, District shall have the right to extend the Temporary Construction Easement term for a maximum of two 3-month extension periods if District determines that additional time beyond the one year period is necessary for construction completion. In such case, District shall have the unilateral right to exercise these extension periods and agrees to compensate Grantor Ten Thousand Two Hundred Eighty Dollars (\$10,280) for each three month extension term exercised prior to October 31, 2013. If extension periods are exercised later than October 31, 2013, the extension fee shall instead be \$10,800 for each 3-month extension period. Payment for any such extension(s) shall be paid by District to Grantor concurrent with District's written notice to Grantor of District's intent to exercise such extension provisions. In any event, this Temporary Construction Easement shall terminate on or before December 31, 2015.

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

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

GRANTOR:

THE VENTURA COUNTY TRANSPORTATION COMMISSION

By: _____ Date: _____
Name: Darren Kettle
Title: Executive Director

APPROVED AS TO FORM:

By: _____ Date: _____
Mitchel Kahn

ATTEST:

By: _____ Date: _____
Donna Cole, Clerk of the Board

State of California
County of Ventura

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

EXHIBIT A PAGE 1 OF 6

LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

EXCEPT THEREFROM,

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

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

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

EXHIBIT A PAGE 2 OF 6

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

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

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

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

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

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

5TH: NORTH 54° 54' 27", WEST 160 FEET TO A 1½ INCH IRON PIPE SET ON THE NORTHWESTERLY LINE OF SAID LOT 5, AND BEING ON THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, 100 FEET WIDE, AND BEING IN A CURVE CONCAVE TO THE SOUTHEAST; THENCE,

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

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

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

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

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

ALSO EXCEPT THEREFROM,

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

EXHIBIT A PAGE 3 OF 6

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

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF LOT 5 OF RANCHO CALLEGUAS AS SHOWN ON MAP RECORDED IN BOOK 11, PAGES 32 ET SEQ., OF MISCELLANEOUS RECORDS IN SAID OFFICE, DISTANT THEREON S 33° 31' 12" W., 30.513 METERS FROM THE NORTHERLY CORNER OF THE LAND ACQUIRED BY THE STATE OF CALIFORNIA BY DEED (STATE PARCEL 60) RECORDED SEPTEMBER 25, 1952 IN BOOK 1090, PAGE 170 OF OFFICIAL RECORDS IN SAID OFFICE; THENCE N 47° 58' 46" W, 8.453 METERS; THENCE S 42° 01' 14" W, 39.013 METERS TO A LINE PARALLEL WITH AND DISTANT 15,000 METERS, MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF THE LAND ACQUIRED BY THE STATE OF CALIFORNIA BY INDENTURE (STATE PARCEL 62) RECORDED DECEMBER 24, 1953 IN BOOK 1175, PAGE 123 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID PARALLEL LINE N 72° 22' 25" W, 17.003 METERS TO THE SOUTHEASTERLY LINE OF 100 FOOT WIDE STRIP OF LAND DESCRIBED IN DEED DATED JULY 31, 1899 FROM JUAN E. CAMARILLO AND ADOLFO CAMARILLO TO SOUTHERN PACIFIC RAILROAD COMPANY, RECORDED AUGUST 15, 1899 IN BOOK 58, PAGES 283 AND 289 OF DEEDS, IN SAID OFFICE; THENCE ALONG SAID SOUTHEASTERLY LINE S 33° 31' 12" W, 8 810 METERS TO THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID ACQUIRED LAND, THENCE ALONG SAID NORTHWESTERLY PROLONGATION S 56° 28' 48" E, 23.834 METERS TO THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS S 72° 48' 30" E, 22.67 FEET IN SAID ACQUIRED LAND; THENCE ALONG SAID CERTAIN COURSE ON A NEW BASIS OF BEARINGS S 72° 22' 25" E, 6.910 METERS TO SAID NORTHWESTERLY LINE; THENCE ALONG SAID NORTHWESTERLY LINE N 33° 31' 12" E, 48.909 METERS TO THE POINT OF BEGINNING.

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

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

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE OF LAND CONVEYED TO THE STATE OF CALIFORNIA, AND DESCRIBED IN PARCEL 2 OF THE GRANT DEED RECORDED JUNE 21, 1977, IN BOOK 4879 AT PAGE 719 OF THE OFFICIAL RECORDS OF VENTURA COUNTY, SAID COURSE HAVING A BEARING AND DISTANCE OF SOUTH 41° 11' 13" WEST, A DISTANCE OF 340.59 FEET, SAID COURSE BEING A LINE PARALLEL WITH AND 10.00 FEET DISTANT SOUTHEASTERLY OF MEASURED AT RIGHT ANGLES, FROM THE SOUTHEASTERLY RIGHT OF WAY LINE OF LEWIS ROAD (FORMERLY SOMIS ROAD), 50.00 FEET:

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

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

EXHIBIT A PAGE 4 OF 6

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

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

- 1) NORTH 33° 30' 43" EAST, A DISTANCE OF 741.42 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 22,968.32 FEET;
- 2) THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00° 04' 30", AN ARC DISTANCE OF 30.07 FEET, TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 11,509.17 FEET;
- 3) THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00° 09' 00", AN ARC DISTANCE OF 30.13 FEET, TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 7,689.45 FEET;
- 4) THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00° 13' 30", AN ARC DISTANCE OF 30.20 FEET, TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5,779.65 FEET,
- 5) THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01° 40' 13", AN ARC DISTANCE OF 168.49 FEET, TO A POINT IN THE NORTHERLY LINE OF THAT CERTAIN STRIP OF LAND 10.00 FEET WIDE, DESCRIBED IN PARCEL B OF THE DOCUMENT RECORDED ON DECEMBER 5, 1955, IN BOOK 1357 AT PAGE 510 OF THE OFFICIAL RECORDS OF VENTURA COUNTY;

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

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

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

- 1) SOUTH 48° 48' 47" EAST, A DISTANCE OF 10.00 FEET;
- 2) THENCE SOUTH 41° 11' 13" WEST, A DISTANCE OF 186.46 FEET, TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM,

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

EXHIBIT A PAGE 5 OF 6

PARCEL 4:

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

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

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

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

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

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

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

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

EXHIBIT A PAGE 6 OF 6

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

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

THENCE ALONG SAID SOUTHEASTERLY BOUNDARY BY THE FOLLOWING FIVE COURSES:

SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 168.49 FEET THROUGH A CENTRAL ANGLE OF $1^{\circ} 40' 13''$ TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 7,689.45 FEET;

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

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

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 30.07 FEET THROUGH A CENTRAL ANGLE OF $0^{\circ} 04' 30''$;

THENCE, TANGENT TO SAID CURVE SOUTH $33^{\circ} 30' 43''$ WEST 741.42 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID CORPORATION GRANT DEED;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH $40^{\circ} 35' 10''$ EAST 21.17 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "A"

LEGAL DESCRIPTION FOR
PERMANENT EASEMENT IN 2001-0156099

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

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

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

1. THENCE NORTH 10°12'21" WEST 11.57 FEET;
2. THENCE NORTH 33°32'16" EAST 279.42 FEET;
3. THENCE NORTH 33°28'59" EAST 184.26 FEET;
4. THENCE NORTH 36°29'06" WEST 59.12 FEET;
5. THENCE NORTH 56°29'06" WEST 43.95 FEET TO A POINT, SAID POINT LYING ON THE SOUTHEASTERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, 100.00 FEET WIDE, AS SHOWN ON SAID PARCEL MAP, AND ALSO ON THE NORTHWESTERLY BOUNDARY OF SAID DEED, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5679.65 FEET, A LINE RADIAL TO SAID BEGINNING BEARS NORTH 54°51'25" WEST;

PERMANENT EASEMENT IN 2001-0156099
CONTINUED

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

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

1. THENCE SOUTH 56°29'06" EAST 47.60 FEET;
2. THENCE SOUTH 36°29'06" EAST 81.02 FEET;
3. THENCE SOUTH 33°28'59" WEST 201.77 FEET TO THE MOST NORTHERLY OF THE TWO CERTAIN COURSES IN THE NORTHWESTERLY BOUNDARY OF SAID PARCEL 1 HAVING A BEARING AND DISTANCE SHOWN AS " N 57°25'09" W 50.00' ";

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

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

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

Mark J. Farestveit

01-31-2011



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

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

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

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

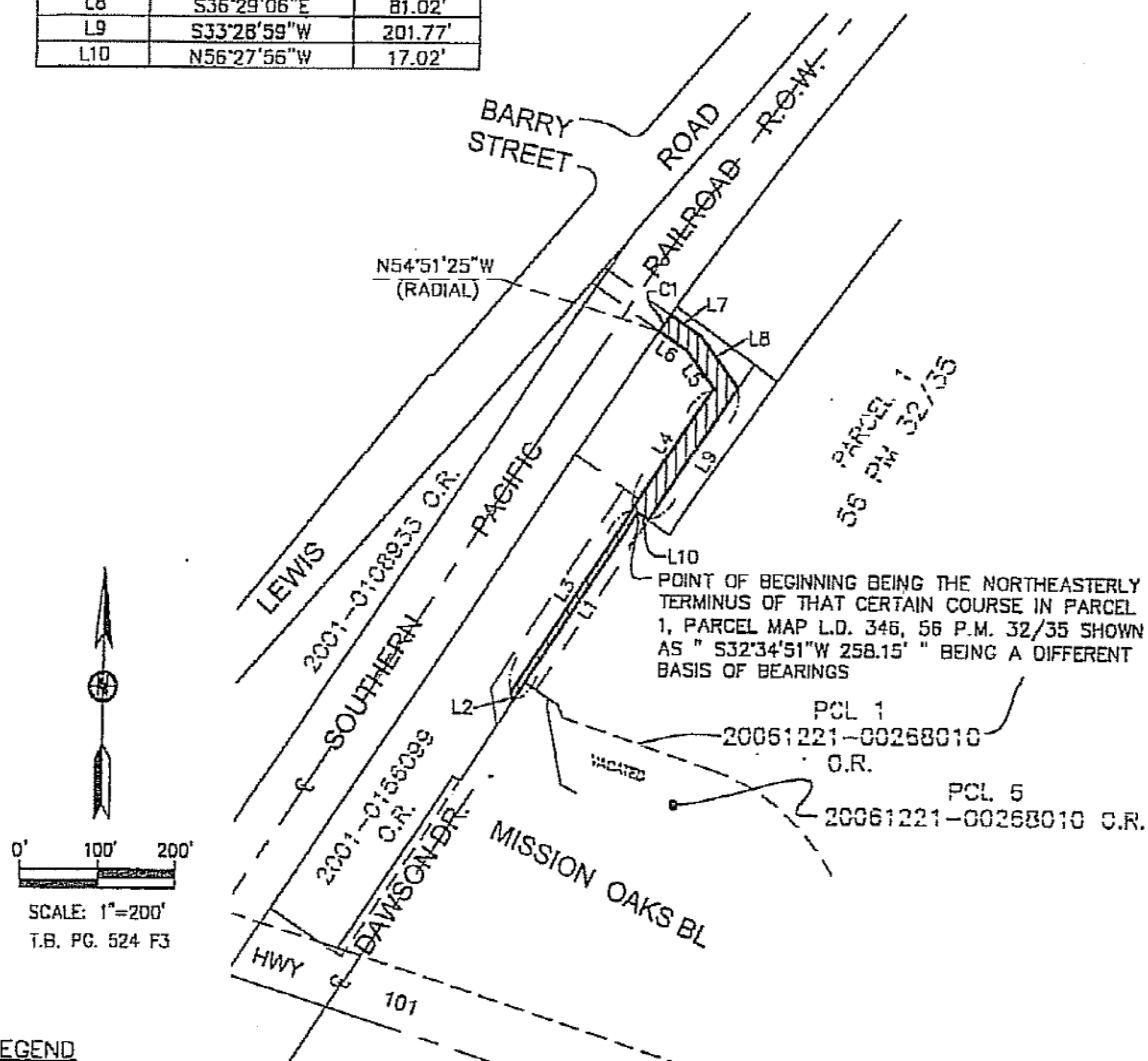


EXHIBIT B PAGE 3 OF 6

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

MOLLENHAUER GROUP
318 W. 2ND STREET
LOS ANGELES, CA 90012
213 524 2301 TEL
213 514 1803 FAX
CIVIL ENGINEERING
SURVEYING-MAPPING
LAND DEVELOPMENT

EXHIBIT "B"
PERMANENT
EASEMENT IN
2001-0156099

PREPARED FOR:
CALLEGUAS MUNICIPAL
WATER DISTRICT

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

EXHIBIT "A"

LEGAL DESCRIPTION FOR
PERMANENT EASEMENT IN 2001-0108933

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

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

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

1. THENCE NORTH 10°12'21" WEST 11.57 FEET;
2. THENCE NORTH 33°32'16" EAST 279.42 FEET;
3. THENCE NORTH 33°28'59" EAST 184.26 FEET;
4. THENCE NORTH 36°29'06" WEST 59.12 FEET;
5. THENCE NORTH 56°29'06" WEST 43.95 FEET TO A POINT, SAID POINT LYING ON THE SOUTHEASTERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, 100.00 FEET WIDE, AS SHOWN ON SAID PARCEL MAP, AND AS DESCRIBED IN THE DEED RECORDED IN SAID BOOK 58, PAGE 289 OF DEEDS, AND ALSO ON THE NORTHWESTERLY BOUNDARY OF THE DEED RECORDED IN SAID DOCUMENT NO. 2001-0156099 OF OFFICIAL RECORDS, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5679.65 FEET, A LINE RADIAL TO SAID BEGINNING BEARS NORTH 54°51'25" WEST,

PERMANENT EASEMENT IN 2001-0108933
CONTINUED

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

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

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

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

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

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

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

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

Mark J. Farestveit

02-01-2011

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



EXHIBIT "A"

LEGAL DESCRIPTION FOR
TEMPORARY EASEMENT IN 2001-0156099-NORTHEAST

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

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

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

1. THENCE NORTH 10°12'21" WEST 11.57 FEET;
2. THENCE NORTH 33°32'16" EAST 279.42 FEET;
3. THENCE NORTH 33°28'59" EAST 184.26 FEET;
4. THENCE NORTH 36°29'06" WEST 59.12 FEET;
5. THENCE NORTH 56°29'06" WEST 43.95 FEET TO A POINT, SAID POINT LYING ON THE SOUTHEASTERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, 100.00 FEET WIDE, AS SHOWN ON SAID PARCEL MAP, AND ALSO ON THE NORTHWESTERLY BOUNDARY OF SAID DEED, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5679.65 FEET, A LINE RADIAL TO SAID BEGINNING BEARS NORTH 54°51'25" WEST;

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

TEMPORARY EASEMENT 2001-0156099 - NORTHEAST
CONTINUED

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

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

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

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

1. THENCE SOUTH 33°28'59" WEST 36.65 FEET;
2. THENCE NORTH 36°29'06" WEST 81.02 FEET;
3. THENCE NORTH 56°29'06" WEST 47.60 FEET TO THE POINT OF BEGINNING.

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

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

Mark J. Forestveit

MARK J. FORESTVEIT

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



02-01-2011

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

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

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

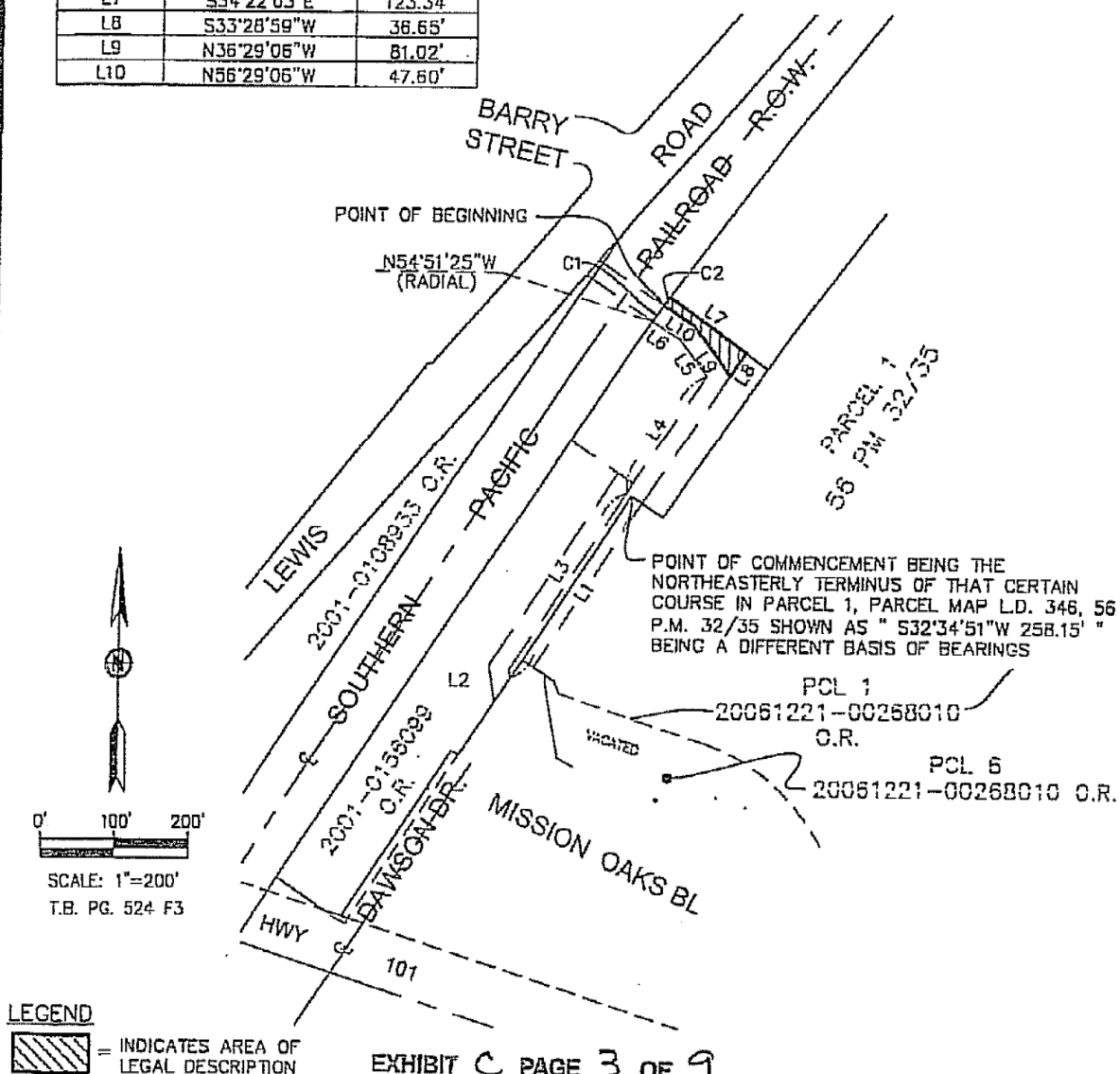


EXHIBIT C PAGE 3 OF 9

CAD 20396-TEMP 2001-0158099-NE.dwg



310 W. 2ND STREET
LOS ANGELES, CA 90012
213 624 2551 TEL
213 614 1855 FAX

CIVIL ENGINEERING
SURVEYING-MAPPING
LAND DEVELOPMENT

EXHIBIT "B"
TEMPORARY
EASEMENT IN
2001-0158099
NORTHEAST

PREPARED FOR:

CALLEGUAS MUNICIPAL
WATER DISTRICT

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

EXHIBIT "A"

LEGAL DESCRIPTION FOR
TEMPORARY EASEMENT IN 2001-0156099- NORTHWEST

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

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

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

1. THENCE NORTH 10°12'21" WEST 11.57 FEET;
2. THENCE NORTH 33°32'16" EAST 279.42 FEET;
3. THENCE NORTH 33°28'59" EAST 14.48 FEET TO THE POINT OF BEGINNING;
3. THENCE NORTH 33°28'59" EAST 169.78 FEET;
4. THENCE NORTH 36°29'06" WEST 59.12 FEET;
5. THENCE NORTH 56°29'06" WEST 43.95 FEET TO A POINT, SAID POINT LYING ON THE SOUTHEASTERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, 100.00 FEET WIDE, AS SHOWN ON SAID PARCEL MAP, AND ALSO ON THE NORTHWESTERLY BOUNDARY OF SAID DEED, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5679.65 FEET, A LINE RADIAL TO SAID BEGINNING BEARS NORTH 54°51'25" WEST;

TEMPORARY EASEMENT IN 2001-0156099 - NORTHWEST
CONTINUED

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

1. THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°09'31" AN ARC LENGTH OF 114.85 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 7,589.45 FEET;
2. THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°13'30" AN ARC LENGTH OF 29.80 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 11,409.17 FEET;
3. THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°09'00" AN ARC LENGTH OF 29.87 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 22,868.32 FEET;
4. THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°02'20" AN ARC LENGTH OF 15.50 FEET;

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

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

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



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

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

LINE TABLE		
LINE	BEARING	LENGTH
L1	S33°32'04"W	287.79'
L2	N10°12'21"W	11.57'
L3	N33°32'16"E	279.42'
L4	N33°28'59"E	14.48'
L5	N33°28'59"E	169.78'
L6	N36°29'08"W	59.12'
L7	N56°29'06"W	43.95'
L8	S56°29'06"E	102.00'

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

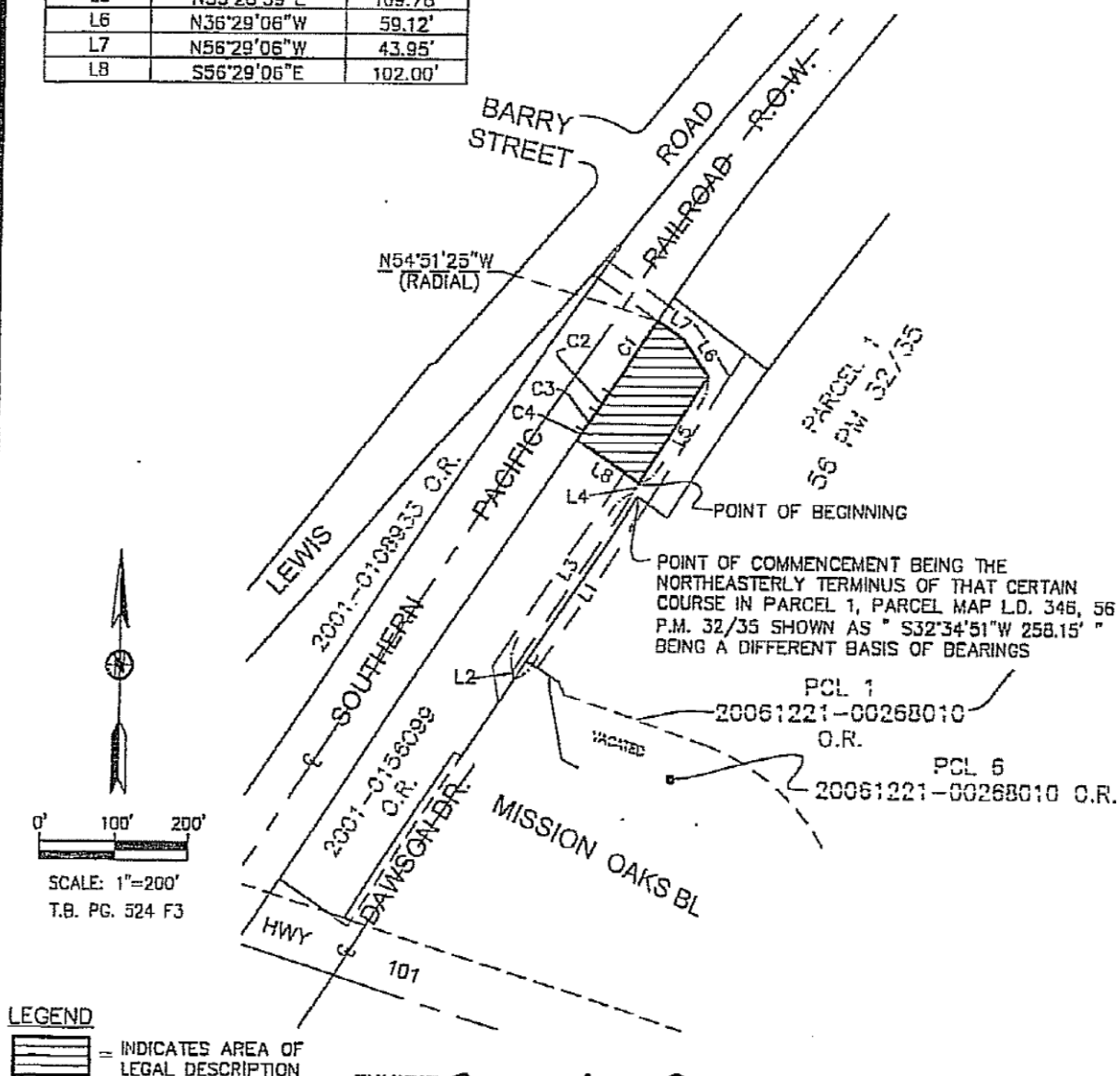


EXHIBIT C PAGE 6 OF 9

CAD 20395-TEMP-2001-0156099-HW.dwg



310 W. 2ND STREET
LOS ANGELES, CA 90012
213 621 2661 TEL.
213 614 1853 FAX

CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

EXHIBIT "B"
TEMPORARY
EASEMENT IN
2001-0156099
NORTHWEST

PREPARED FOR:

CALLEGUAS MUNICIPAL
WATER DISTRICT

DATE: 02-01-2011

JOB # LA20395

DRAWN M.J.F.

SCALE 1"= 200'

SHEET 3 OF 3

EXHIBIT "A"

LEGAL DESCRIPTION FOR
TEMPORARY EASEMENT IN 2001-0156099- SOUTHEAST

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

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

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

1. THENCE NORTH 10°12'21" WEST 11.57 FEET;
2. THENCE NORTH 33°32'16" EAST 279.42 FEET;
3. THENCE NORTH 33°28'59" EAST 14.48 FEET;
4. THENCE NORTH 56°29'06" WEST 24.99 FEET;
5. THENCE SOUTH 33°32'16" WEST 303.93 FEET;
6. THENCE SOUTH 10°12'21" EAST 47.73 FEET;

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

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

TEMPORARY EASEMENT 2001-0156099-SOUTHEAST
CONTINUED

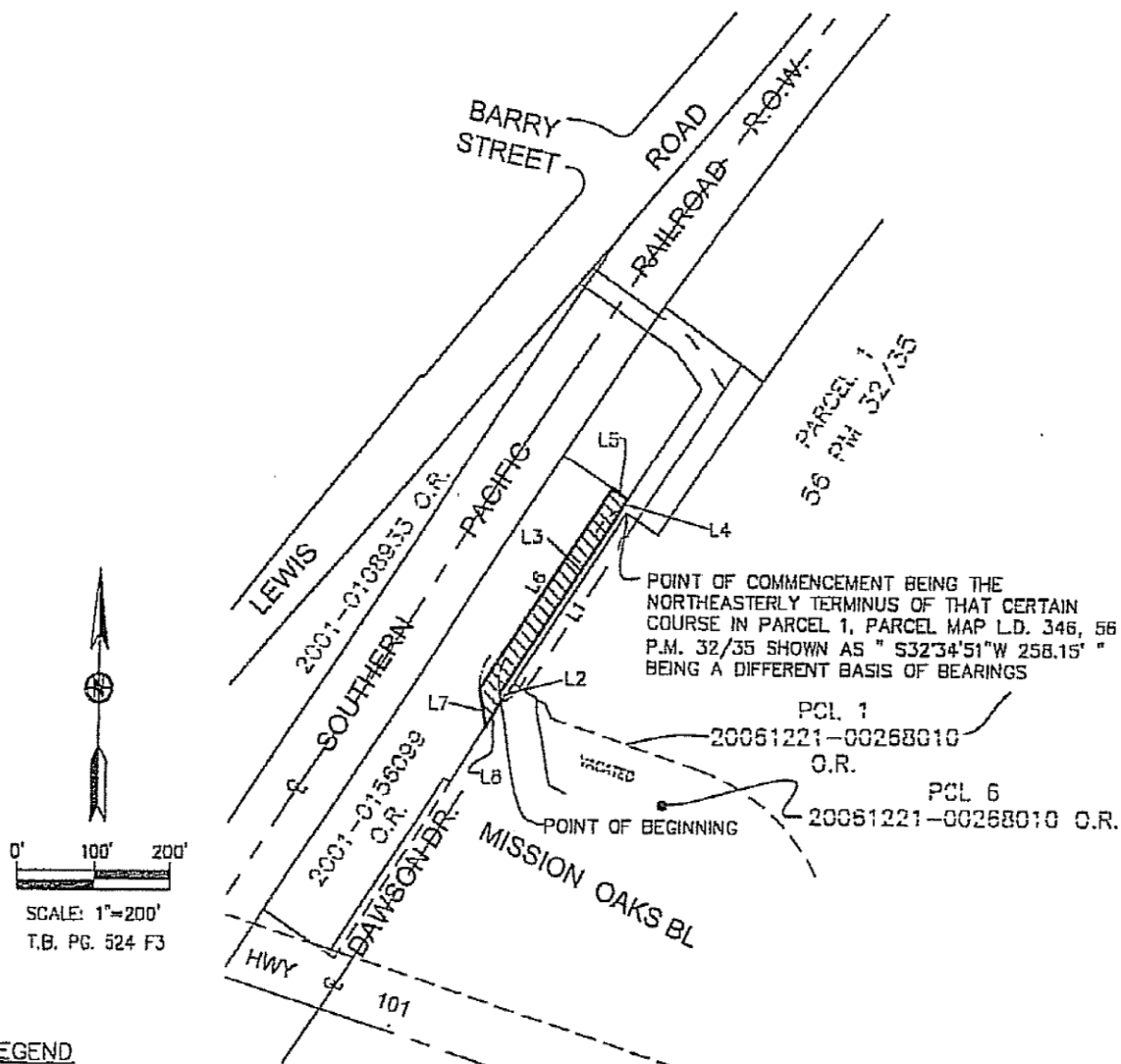
THE EXHIBIT ON SHEET 3 OF 3 IS INCLUDED HEREIN AND MADE A PART HEREOF.



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

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

LINE TABLE		
LINE	BEARING	LENGTH
L1	S33°32'04"W	287.79'
L2	N10°12'21"W	11.57'
L3	N33°32'16"E	279.42'
L4	N33°28'59"E	14.48'
L5	N56°29'06"W	24.99'
L6	S33°32'16"W	303.93'
L7	S10°12'21"E	47.73'
L8	N33°32'04"E	36.16'



LEGEND

= INDICATES AREA OF
LEGAL DESCRIPTION

EXHIBIT C PAGE 9 OF 9

CAD 20396-TEMP 2001-0156099-SE.dwg



316 N. 2ND STREET
LOS ANGELES, CA 90012

213 574 2551 TEL
213 514 1853 FAX

CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

EXHIBIT "B"
TEMPORARY
EASEMENT IN
2001-0156099
SOUTHEAST

PREPARED FOR:

CALLEGUAS MUNICIPAL
WATER DISTRICT

DATE: 02-01-2011

JOB # LA20396

DRAWN: M.J.F.

SCALE 1" = 200'

SHEET 3 OF 3



Item # 10E

May 13, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: SAMIA MAXIMOUS, CAPITAL PROJECTS DIRECTOR
SUBJECT: REQUEST FOR PROPOSALS (RFP) FOR CALL BOXES MONITORING AND REPORTING SERVICES

RECOMMENDATION:

- Authorize release of RFP for call boxes monitoring and reporting services

DISCUSSION:

The current monitoring consultant for the call boxes is Tele Tran Tek Services (T-Cubed) has been providing support services to the Ventura County Service Authority for Freeway Emergencies (SAFE). Their current agreement has been extended several times in the past ten years on the basis of their unique experience in their software and expertise to read and summarize data from our cellular provider and the California Highway Patrol. In addition, given their long history of providing services for the majority of SAFEs in the state, they have a depth and breadth of understanding of call box system operations and design that no other contractor can approach. However, staff is now aware of other consultants who have started to provide these types of services to other SAFE agencies in California. Therefore, a RFP was developed to seek proposals from other consultants with experience in this venue.

The scope of services is shown as Attachment A for your information. A new task has been added to the scope service, to assist staff with the recovery of knock down of call boxes by retrieving highway patrol reports and motorists insurance companies. The RFP will be circulated between May 19 and June 17, 2011. Reviews of the proposals and selection of a consultant are expected to be done by internal staff and a recommendation will be presented to the Commission at the July 8th meeting. Funding for this consulting service is part of the call boxes budget task of the Fiscal Year 2010/2011.

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SCOPE OF SERVICES FOR REQUEST FOR PROPOSAL (RFP)
CALL BOXES MONITORING CONSULTANT

May 2011

1. Management Information Reports – Call Statistics

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

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

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

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

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

Deliverables:

Monthly statistical reports on call box system operations, including;

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

Completion dates: On-going/monthly July 1, 2011 – June 30, 2014

2. Management Support

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

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

Deliverables:

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

Completion dates: On-going/as needed July 1, 2011 – June 30, 2014

3. Knockdown Collections

Assist Ventura County SAFE in recovery of funds for the repair and replacement of call boxes that have been knocked down, i.e. knockdown funds.

The consultant will be responsible for delivering knockdown work orders from the maintenance contractor, as well as all available CHP accident. The contractor will work to maximize receipt of accident reports, and arrange if possible for them to be delivered directly to the contractor for processing.

Contractor responsibilities will include:

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

Contractor work under Task 3 will be performed on a 25% of amounts collected basis.

Deliverables: Monthly knockdown fund status reports and invoices.

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

Overall Completion Schedule:

All Tasks will be ongoing throughout the three-year period of the contract, plus any extensions thereof from exercised option years one and two.



Item # 10F

May 13, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: ED WEBSTER, MANAGER, TRANSIT DEPENDENT PROGRAMS
SUBJECT: ADA CERTIFICATION UPDATE

RECOMMENDATION:

- Receive and file.

BACKGROUND:

Transit and paratransit services in Ventura County are distinguished from most other counties in California by the fact that numerous transit agencies provide services in different parts of the county. While Gold Coast Transit provides service for cities in the western county, Camarillo Transit, Thousand Oaks Transit, Moorpark Transit and Simi Valley Transit provide services within their city limits.

All of these agencies as well as the Camarillo Health Care District provide paratransit services to “ADA passengers,” that is, passengers certified as unable to ride regular fixed-route transit. As required by the Americans with Disabilities Act (ADA), passengers seeking eligibility for this service must apply and undergo an analysis to determine whether or not their disability prevents them from using regular fixed-route transit. VCTC’s process, which is laid out in the Ventura County Transportation Commission Coordinated ADA Eligibility Criteria and Certification Guidelines, adopted by the Commission in July 2010, includes an interview for new applicants (and some applicants for recertification) and a physician evaluation for all applicants to determine ADA eligibility.

While in most counties, the county-wide transit agency administers the ADA certification process, due to the number of agencies serving Ventura County, it was determined at the outset (1992) that VCTC would operate the ADA eligibility/certification service countywide. Initially this certification work was done in-house by VCTC staff; however, during 2009, VCTC staff, working with the Transit Operators Committee’s ADA Task Force determined that VCTC would contract out the interview/certification process. A major reason for undertaking this program was the ability of a contractor to provide evaluators with expertise in physical and cognitive disabilities, employing functional assessments, to more thoroughly evaluate an applicant’s abilities to utilize fixed route transit.

At the September 2009 VCTC meeting, the Commission awarded the ADA Certification Contract to Mobility Management Partners, Inc. (MMP), which has been performing this work since November 30, 2009.

STATISTICS:

Since beginning service under this contract in November 2009, MMP has responded to 7,840 requests for information about the ADA program (averaging 507 requests per month) and received 1,784 applications for ADA certification. The highest volume of applications in any given month has been 132 in March 2010, and the lowest 8 in November 2009. Excluding these high and low variant months, the average volume of applications received per month since the start of the contract has been 103 applications. The total number of determinations has ranged from a low of 13 to a high of 91 in any given month. Again, removing the high and low variant months, the average number of determinations performed monthly through the term of the contract has been 58. In total, 977 determinations have been made over the life of the contract to-date, of which 882 have been unconditional approvals, 64 conditional approvals, 15 temporary certifications, and 16 not eligible. In addition, 342 applicants have “self-selected” or opted out, usually due to a lack of physician’s support for their application. The remaining applications are still pending receipt of the supporting documentation from the applicant’s physician.

MMP staff also provides certification information to other jurisdictions about Ventura County ADA passengers who need to utilize ADA services in other areas (for example LA ACCESS service). MMP often also serves as a conduit for information for riders who live in other jurisdictions seeking to utilize paratransit in Ventura County.

ISSUES:

Two significant issues have emerged in the implementation of the contractor-based certification program. One issue is applicant and physician follow-up. After applications have been filed and evaluation forms provided to physicians, many of the physicians have failed to respond to information requests, leaving those applications as incomplete. After several months of operation, staff determined that to provide “good customer service” it would be necessary to follow up on all of those incomplete applications. As MMP has contacted these applicants they find that a large number have moved away or are no longer interested, but there is also a significant number who want to re-instate their application. Although follow-up on all applications from recent months has been completed, MMP is still working through the backlog from late 2010, and this is placing an administrative burden on the system.

To manage the day-to-day record-keeping requirements of so many applicants, and to provide the documentation required by the Federal Transit Administration, MMP has created a comprehensive filing and application-tracking system. This system records information about the applicant and milestone dates, from the date the applicant calls in for information, through application submittal, physician evaluation, applicant interview to the final determination and issuance of an ADA Certification.

The system ensures that follow-up occurs on applications where the physician of record does not provide a timely response and will serve to minimize future backlogs. MMP staff has also worked hard and coordinated with VCTC staff to build and maintain strong working relationships with the various service providers, and has provided periodic program updates to TRANSCOM, all with the goal to improve the overall quality, consistency and continuity of the ADA certification process.

The second significant issue involves the ability to perform functional assessments. The cornerstone of a good functional assessment program is to test an applicant’s ability to take a simulated trip to the bus stop and get on the bus. To perform this assessment it’s necessary to have a consistent “track” on which to test the applicant, and our initial protocol called for performing assessments at several “similar” locations around the county. As the program evolved and MMP staff discussed the protocol with trainers at the National Transit Institute, it became clear that this system could be subject to challenge, because it was not possible to find identical locations at which to perform the assessments. We have subsequently suspended these “complete functional assessments,” in favor of limited assessments which include an assessment of the applicant’s balance and certain cognitive abilities. Working with TRANSCOM, staff is looking into the possibility of establishing one centralized indoor assessment site, which is the norm in the larger counties statewide. Although large counties can justify the substantial cost of creating centralized assessment sites (at least \$100,000 in addition to ongoing lease costs), VCTC would need to weigh the cost against the benefits of providing more thorough eligibility assessments, given our limited number of ADA applicants.

May 13, 2011
Item #10F
Page #3

While the issue of applicant backlogs will be eliminated in the near future, the issue of performing full functional assessments will take additional work, and the final resolution may have to await the possible reorganization of county-wide transit services following completion of the Regional Transit Study.

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Item #10G

May 13, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: REVISIONS TO PROPOSITION 1B PROGRAM

RECOMMENDATION:

- Approve reprogramming of the \$300,000, with accrued interest in Proposition 1B Transit Capital funds from the Camarillo Bus Purchase to the Metrolink Rail Car Purchase.
- Authorize the Executive Director to sign the attached Proposition 1B Transit Capital subrecipient grant agreement with the Southern California Regional Rail Authority (SCRRA), for VCTC to provide the \$300,000 to SCRRA.
- Amend the Fiscal Year 2010/11 budget to shift \$300,000 from Transit Grant Administration to Metrolink, to reflect the reprogramming of Proposition 1B revenue.

BACKGROUND:

At its March, 2010 meeting, the Commission approved the program for use of Proposition 1B Transit Capital funds, which are provided through state bonds authorized in the November, 2006 election. The approved program included \$300,000 for the purchase of dial-a-ride vehicles for the City of Camarillo. The availability of Proposition 1B funds is subject to the state's ability to sell bonds. In December, 2010, VCTC staff was informed that \$8,232,440 from the November, 2010 bond sale would be available for Transit Capital projects in Ventura County, provided that VCTC could quickly provide an updated list of ready-to-go projects to use the funds. At the February, 2011 Commission meeting, the Commission approved a revised project list which deferred projects that were not ready-to-go, and reprogrammed \$1,673,552 towards the purchase of Metrolink rail cars, thus utilizing all of the \$8,232,440 for ready-to-go projects. In March, VCTC received the \$8,232,440 Proposition 1B payment.

The City of Camarillo's project for purchase of dial-a-ride vehicles was also included in the approved FY 2010/11 Program of Projects (POP), allowing the project to receive federal funds. Since the approved Federal budget for FY 2010/11 will fully fund the POP at its programmed level, the funds for the dial-a-ride vehicles are available in the POP, and so the City of Camarillo has determined that the Proposition 1B funds are no longer needed for the project. Since it appears that VCTC faces a multi-million future liability for the purchase of the Metrolink safety-enhanced rail cars, requiring significantly more than the \$1,673,552 already provided, VCTC staff recommends that the \$300,000 in Proposition 1B funds for the Camarillo dial-a-ride vehicle purchase be reprogrammed for the Metrolink rail car project, and that the Commission approve a subrecipient agreement with SCRRA to transfer the \$300,000 to that agency for the rail car project.

COOPERATIVE AGREEMENT

BETWEEN

VENTURA COUNTY TRANSPORTATION COMMISSION

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

THIS AGREEMENT is entered into between Ventura County Transportation Commission (VCTC) and the Southern California Regional Rail Authority (SCRRA) regarding the administration of funds from the Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA).

WHEREAS, California voters in November, 2006, approved the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Proposition 1B), which authorizes state general obligation bonds for transportation infrastructure, including grants for transit system safety, security, and disaster response projects; and,

WHEREAS Senate Bill 88 of the 2007 Statutes appropriates funds from Proposition 1B to the PTMISEA program, administered by the Department of Transportation (Caltrans); and,

WHEREAS, at its May 13, 2011 meeting the VCTC reprogrammed \$300,000 plus accumulated interest that was previously approved for the now cancelled Camarillo Bus Purchase project, to be used instead for the Metrolink Commuter Rail Cars being purchased through CONTRACT NO. EP142-08 (Project); and,

WHEREAS, VCTC desires that SCRRA continue with the Project on VCTC's behalf.

NOW THEREFORE THE PARTIES DO AGREE AS FOLLOWS:

I. FUNDING/PROGRAM MANAGEMENT

1. Assignments of Participants: VCTC hereby agrees to engage SCRRA and SCRRA hereby agrees to carry out the work hereinafter described in connection with the administration of PTMISEA funds. SCRRA will be responsible for assuring that SCRRA meets all grant requirements placed on PTMISEA fund recipients.
2. Scope of Services:
 - a. Grant Administration: VCTC shall be responsible to provide the PTMISEA funds and to assure that VCTC and SCRRA meet all requirements placed on PTMISEA fund recipients.
 - b. Project Implementation: SCRRA shall implement the Project, using the funds towards the purchase of one rail car to the extent that grant funds from VCTC are available pursuant to this Agreement.
3. Duration of Agreement and Authorization to Proceed: The term of this Agreement shall commence when VCTC notifies SCRRA that it has received Caltrans approval to transfer funds from the Camarillo Bus Purchase project to the Rail Car Purchase Project; and continue until the earlier of the following events: (1) all work on the Project is completed and accepted, all contracts to construct the Projects are closed, and VCTC has approved and paid the final invoice, or (2) the Agreement is terminated by either party after thirty (30) days written notice. It is mutually understood that notwithstanding the fact that work on the Project has commenced prior to the approval of this Agreement, the funds provided under this Agreement can be used towards the Project.

4. Amendments to the Agreement: The provisions of this Agreement may be amended upon written acceptance and ratification of any such amendment by both VCTC and SCRRA.
5. Method of Payment: VCTC, as the grant applicant, upon receipt of the Caltrans approval to reprogram funds plus accumulated interest from the Camarillo Bus Purchase project to the Rail Car Purchase Project, shall transfer these funds, equal to \$300,000 plus accumulated interest, to SCRRA. In the event that VCTC does not receive approval to reprogram the funds, then no funds will be transferred from VCTC to SCRRA under this Agreement. SCRRA must keep the unexpended funds in a separate interest-bearing account. Any interest that is accrued must be accounted for and used for the Projects. Any Project funds received in excess of the final Project cost, or those found to be owed back to VCTC as a result of a final review or audit, must be refunded to VCTC within twenty (20) days of VCTC invoicing SCRRA.
6. Costs: Under no circumstances will VCTC be responsible for funding the Project in excess of the grant funds and the interest earned thereon.

II. CALTRANS REQUIREMENTS

SCRRA shall note the following provisions apply to PTMISEA grants, and must take all necessary action to ensure its compliance as though it was the grantee directly.

1. Reports: Semi-annual performance reports must be prepared and submitted to VCTC no later than January 31st and July 31st, for the duration of the project performance period, or until all activities are completed and the Projects are formally closed. VCTC will then forward the reports to Caltrans in time for the Caltrans deadline. The semi-annual reporting cycle will start with the June 2011 reporting cycle, and must be submitted on or before July 31, 2011. Failure to submit performance reports could result in the reduction of Project funds, termination, or suspension.

Within five (5) months of the Projects becoming operable, SCRRA shall provide to VCTC a report on actual project performance to projected project performance. Within (11) months of the Projects becoming operable, SCRRA shall provide to VCTC a report regarding the long-term benefits of the Projects.

2. Other Provisions: SCRRA is subject to all policies and provisions as set forth by Caltrans with regard to the PTMISEA and all applicable laws regarding public works projects, including but not limited to, contract bid procedures and the payment of prevailing wages.
3. Grant Performance Period: The funds allocated under this grant shall be expended by July 30, 2013. Funds remaining unexpended after this deadline shall revert to Caltrans.

III. OTHER PROVISIONS

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

VCTC shall protect, defend, indemnify, and hold harmless SCRRA, its member agencies, board members, officers, agents, servants, and employees, from any and all liability arising out of, or caused by, any act or omission of VCTC or its officers, agents, or servants as a result of any act or omission by VCTC in its performance pursuant to this Agreement.

The obligations of SCRRA and VCTC in these indemnity provisions survive the expiration or earlier termination of this agreement.

2. Insurance: With respect to performance of work under the Project Agreement, SCRRA shall ensure that its contractors maintain insurance as described below:

Worker's Compensation Insurance – SCRRA's contractors shall maintain, during the life of the Projects, Workers' Compensation Insurance for any contractor or subcontractor employees employed at the sites of projects. In case any class of employees engaged in work under this Agreement at the site of the Project is not protected under any Workers' Compensation law, SCRRA shall provide or shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. SCRRA hereby agrees to indemnify VCTC for any damage resulting to it from failure of any SCRRA contractor or subcontractor to take out or maintain such insurance.

Public Liability and Property Damage Insurance. SCRRA is self-insured and/or has excess insurance as allowed by law at least up to the limits provided herein. SCRRA's contractors, if any, shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall insure VCTC, its elective and appointive boards, commissions, officers, agents, and employees, and any VCTC contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from SCRRA's or any contractors or subcontractors operations hereunder, or by anyone directly or indirectly employed by any contractor or subcontractor, and the amounts of such insurance shall be as follows:

(1) Public Liability Insurance. In an amount not less than \$2,000,000 for injuries, including, but not limited to death, to any one person and, subject to the same limit for each person, in an amount not less than \$4,000,000 on account of any one occurrence:

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

SOUTHERN CALIFORNIA REGIONAL VENTURA COUNTY TRANSPORTATION
RAIL AUTHORITY COMMISSION

John E. Fenton
Executive Director

Darren M. Kettle
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Andrea Sheridan Ordín
County Counsel

By _____
Deputy

Mitchel B. Kahn
General Counsel



Item #10H

May 13, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: MYRA MONTEJANO, TRANSIT SPECIALIST
SUBJECT: TRANSFER PROGRAM UPDATE

RECOMMENDATION:

- Receive and file.

BACKGROUND:

In October the Commission directed VCTC to initiate a demonstration transfer program throughout the County in order to help bus riders navigate through the different transit systems and at the same time encourage more people to use transit. In January, VISTA with the cooperation of Gold Coast Transit, Simi Valley Transit, Moorpark City Transit, Thousand Oaks Transit, Camarillo Area Transit, and Oxnard Harbors and Beaches Dial-A-Ride started a public transit transfer program countywide. The county wide transfer program allows riders to utilize transit more effectively. Riders are now able to transfer between systems on a one way trip with only having to pay one fare. This demonstration expands the transfer system between VCTC and the Santa Barbara Metropolitan Transit District, which has been in existence since 2004.

The Transfer Program has received great feedback and old and new riders are now comfortable using them more. There has been an increase in transfer use every month as well as an overall increase in ridership for VISTA Service. March has had the highest transfer use to date, we received about 3,012 VISTA to VISTA transfers (rider transferring from one VISTA route to another), 5,024 from other transit agencies to VISTA (riders transferring from other systems: Gold Coast Transit, Simi Valley Transit, Moorpark City Transit, Thousand Oaks Transit, Camarillo Area Transit, and Oxnard Harbors and Beaches Dial-A-Ride to VISTA) and 2,734 VISTA to other transit agencies.

The Transfer Program has contributed to a positive change in VISTA ridership, which has increased 4.5% from the previous quarter and 1.4% from the same quarter last year; it has made it easier for bus riders to transfer from one system to another and has caught the interest of new riders. The Transfer Program is also encouraging riders that would have never used multiple transit operators to get informed and use multiple services for their trip.

The program is off to a great start due to the support of all the Transit Operators. The hope is that this program is the first step to a better coordinated and user friendly transit service throughout Ventura County.

Transfer Use	January	February	March
VISTA to VISTA	1,194	2,244	3,004
Operator to VISTA	740	3,888	5,024
VISTA to Operator	646	1,772	2,734

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Item # 10I

May 13, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: MYRA MONTEJANO, TRANSIT SPECIALIST

SUBJECT: THIRD QUARTER VISTA RIDERSHIP 2010-11

RECOMMENDATION:

- Receive and file.

BACKGROUND:

The Ventura Intercity Service Transit Authority (VISTA) was created by the VCTC in 1994 to provide connectivity between the cities in the county. VCTC was also given responsibility to operate Dial-A Ride transit services in Fillmore and Santa Paula. VISTA is the second largest transit operator in the county, with a current ridership of 779,181 on the fixed route services, and 216,900 on DAR services in 2009-10. VISTA was initiated with four fixed routes in 1994 and is now operating six routes throughout Ventura County and connectivity into Los Angeles and Santa Barbara Counties. The ridership for VISTA has been increasing about 16% year after year since its creation.

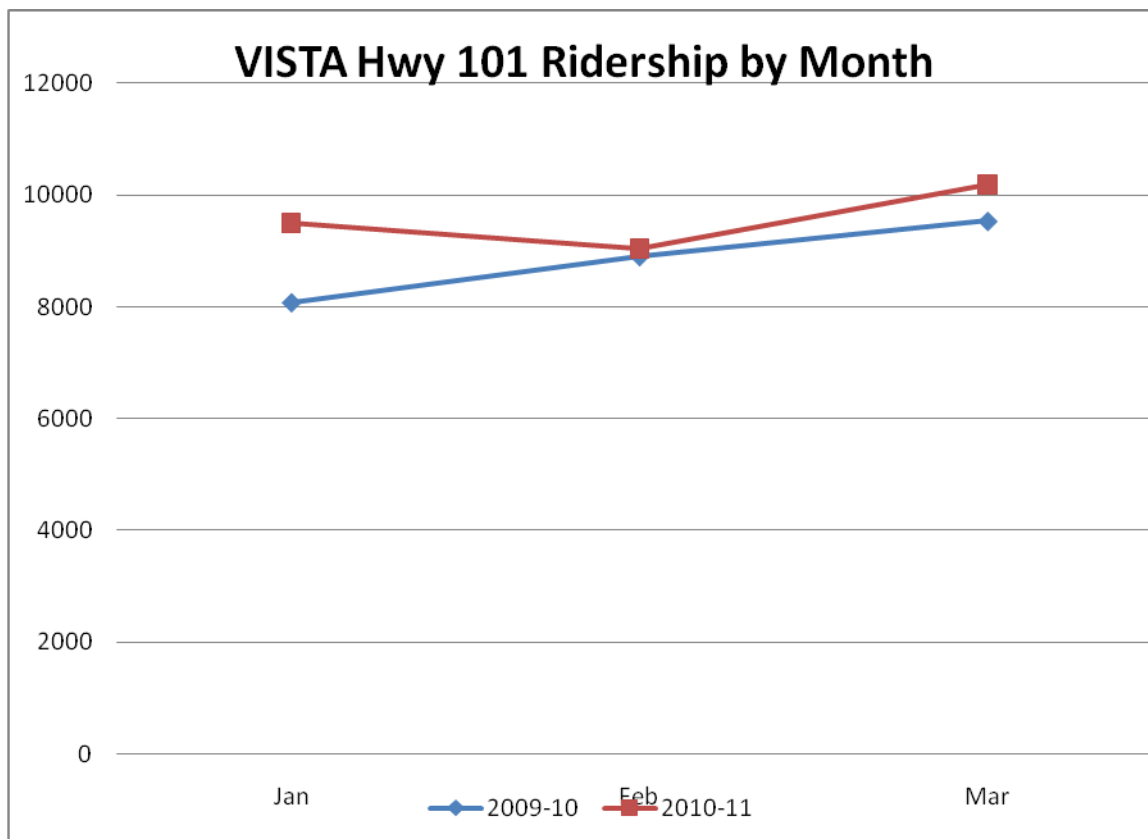
During the third quarter of 2010-11, total VISTA ridership increased about 4.5% from the previous quarter and 1.4% from the same quarter last year; total VISTA ridership for the quarter was 257,289 passengers which was the second highest ridership to date. VISTA Fixed Route has increased overall 5.3% from the previous quarter and 3.5% from the same period last year. Heritage Valley Dial-a-Ride (DAR) levels overall decreased about 6.2% from the same period last year but increased 1.7% from the most recent quarter.

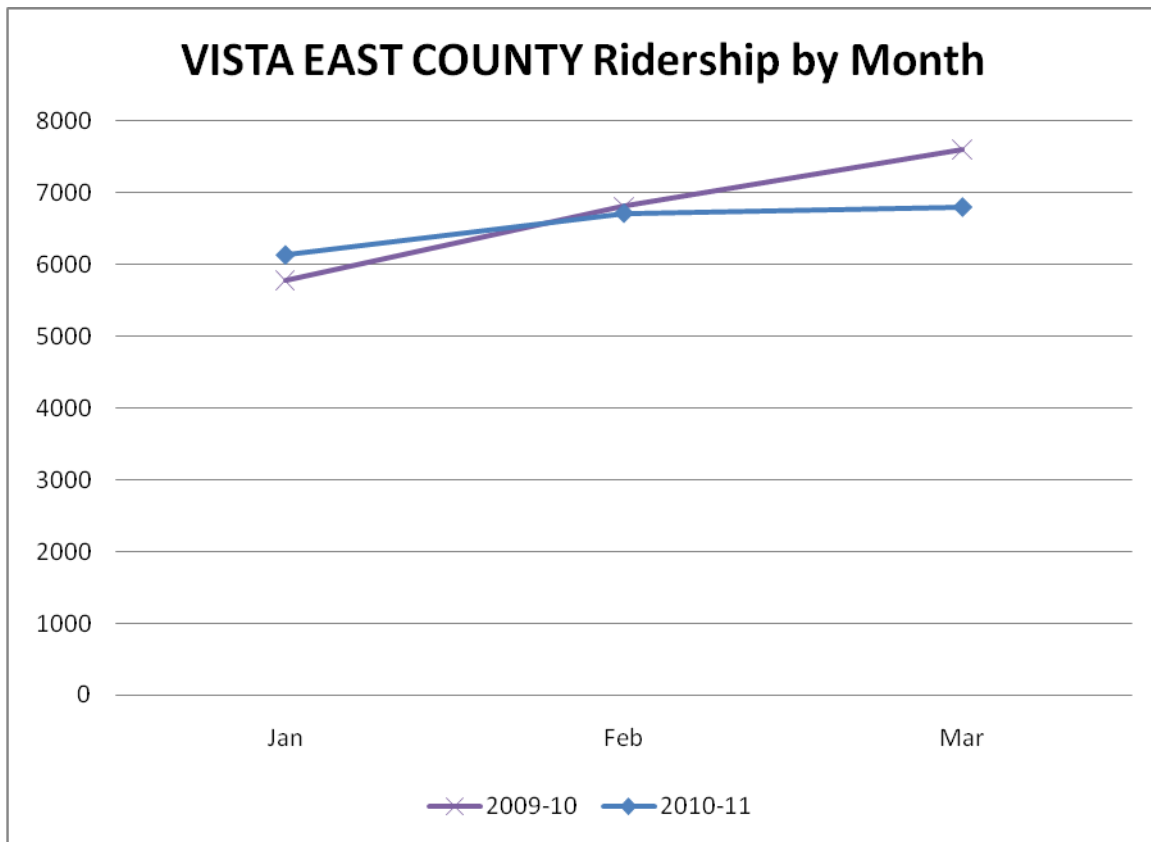
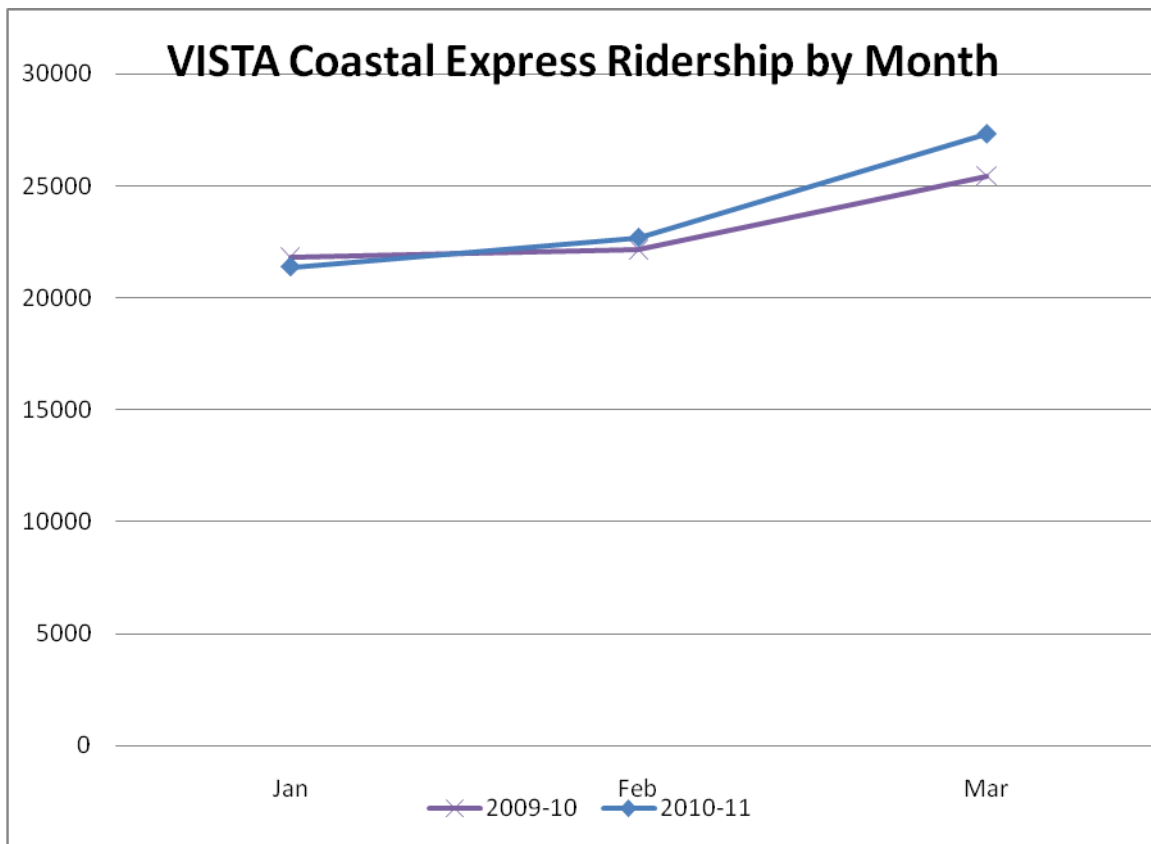
One route, Highway 126 Route achieved its highest ridership to date, Conejo Connection achieved its second highest to date. Coastal Express has increased ridership 2.8% from the same period last year and 10.2% from last quarter. Ridership on this route is slowly increasing after the fare increase that caused the decreases in ridership last quarter.

Overall, ridership has increased on fixed route but Dial-A-Ride ridership has been decreasing. We mainly attribute this decrease to DAR service cuts and fare increase. We attribute the increase in ridership on fixed route to creation of a countywide transfer program, begun in January, and the steady increase in gas prices.

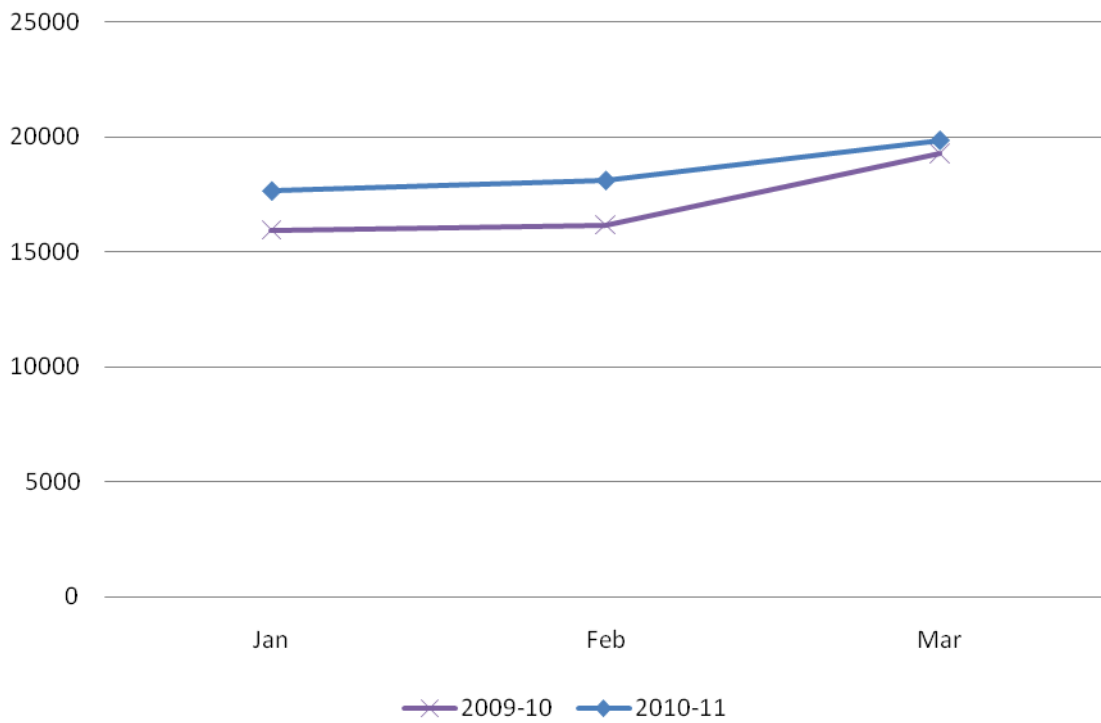
Overall VISTA Ridership by Route.

Route	3 rd Quarter Ridership 2010-11	3 rd Quarter Ridership 2009-10
Hwy 126	55,626	51,435
Conejo	11,422	8,466
Coastal Express	71,365	69,408
HWY 101	28,723	26,520
East County	19,632	20,194
Dial-A-Ride	51,904	55,313
CSUCI	18,618	22,437

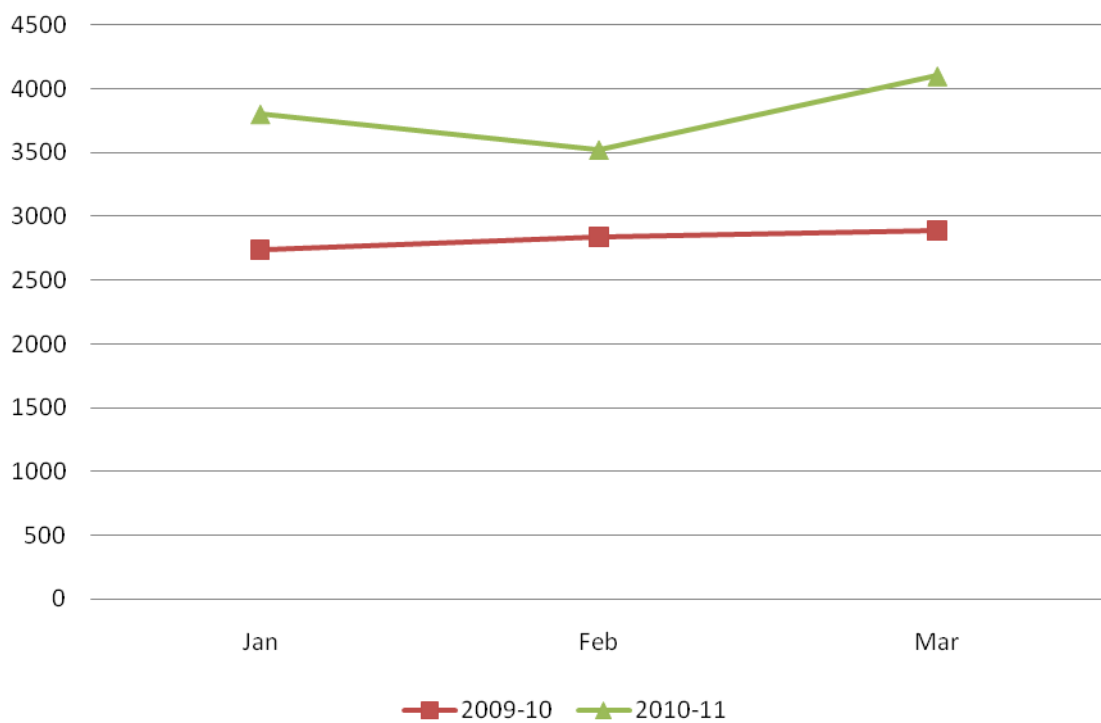


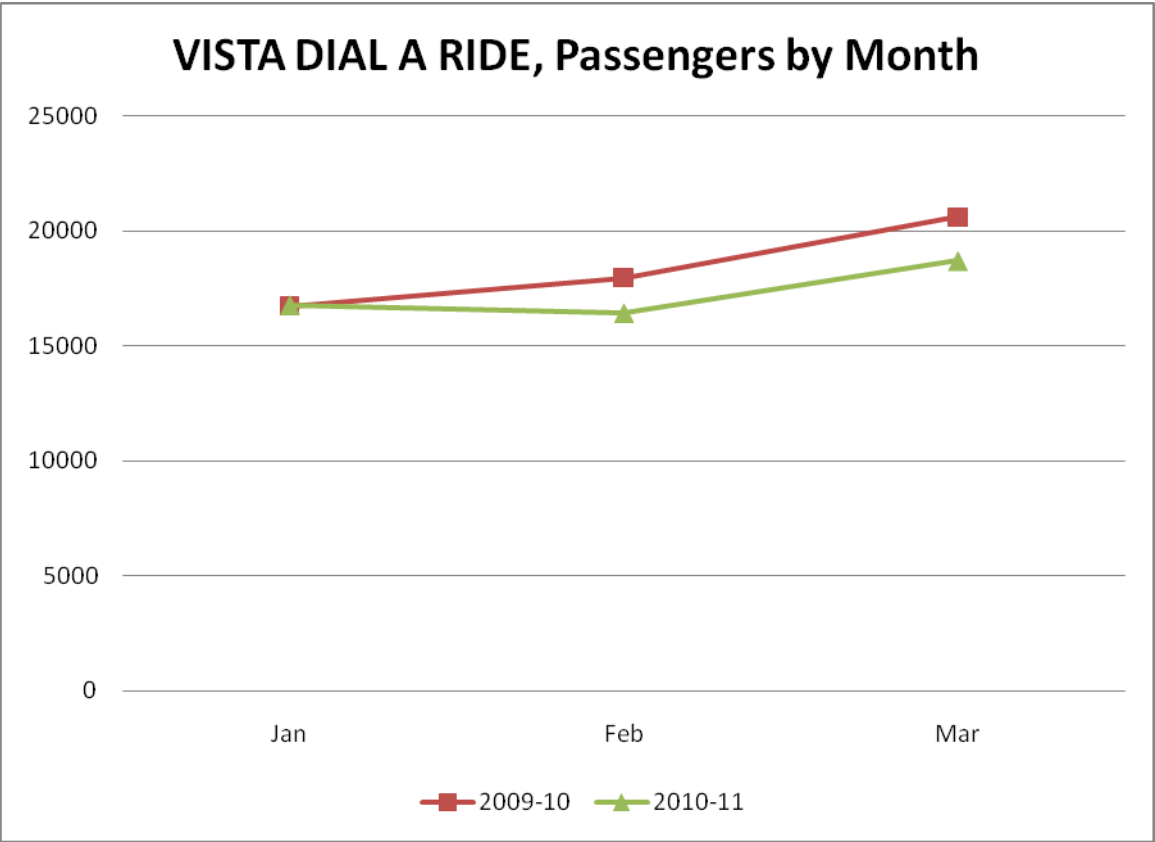


VISTA HWY 126 Ridership by Month



VISTA Conejo Connection Ridership by Month





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Item # 11

May 13, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: VICTOR KAMHI, BUS TRANSIT DIRECTOR

SUBJECT: FISCAL YEAR 2011/12 UNMET TRANSIT NEEDS DRAFT FINDINGS

RECOMMENDATION

- Approve the Draft Unmet Transit Needs Findings.

BACKGROUND

Public Utilities Code (PUC) Section 99401.5 (c) requires the transportation planning agency (VCTC) to hold at least one public hearing pursuant to Section 99238.5 to solicit comments on the Unmet Transit Needs that may exist within the jurisdiction and that may be reasonable to meet by establishing or contracting for new public transportation, or specialized transportation, or by expanding existing services.

All Unmet Transit Needs that are reasonable to meet must be funded before any allocation is made to streets and roads pursuant to PUC Section 99401.5 (e). Under Section 99238 (c) (2), the Public Utilities Code specifies that the social service transportation advisory council, the Citizen's Transportation Advisory Committee/Social Service Transportation Advisory Committee (CTAC/SSTAC) in our county, has the responsibility to participate in the annual process and must review and recommend action by VCTC on the findings. While other VCTC advisory committees (such as TRANSCOM) may review the findings, this is done at the discretion of VCTC and is not required by statute. A panel consisting of a number of the VCTC Commissioners is appointed annually by the VCTC Chairman to act as the hearing board. The full VCTC then considers all the input from these sources and adopts the findings.

According to the California Public Utilities Code (PUC) Section 99401.5 (d) the Commission must find by adopting a resolution that either:

- There are no Unmet Transit Needs;
- There are no Unmet Transit Needs that are reasonable to meet; or,
- There are Unmet Transit Needs, including needs that are reasonable to meet.

The resolution approving the findings must include information that provides the basis for the Commission decision. In accordance with PUC Section 99401.5 (c) the Commission adopted definitions of "Unmet Transit Need" and "Reasonable to Meet" at the January 5, 1996 VCTC meeting and reaffirmed these definitions at its December 3, 2010 meeting. The VCTC held its public hearing on transit needs for FY (Fiscal Year) 2011/12 on February 7, 2011 at the Camarillo City Council Chambers. Approximately 13 people attended the meeting, in addition to the VCTC Hearing Board consisting of Commissioners Humphrey, Walker, and Morgan, and VCTC staff. Eleven people testified at the hearing and some supplemental written comments, as well as several written statements were submitted. A total of thirty persons had submitted written/e-mailed, or telephoned testimony, which staff summarized for the record. VCTC also held two evening "listening sessions" in which staff took public comments. The evening session in Oxnard on January 18th had six citizens attend and comment, while the

evening session in Thousand Oaks on January 19th had two citizens attend. Local transit staffs attended both evening sessions.

The Unmet Transit Needs public comment period was open through February 14, 2011. By the time the hearing was closed, 44 individuals attended the meetings and/or submitted material to VCTC, including letters, e-mails, phone calls, and comments at the public hearing, or attended Unmet Transit Needs meetings.

While some testimony was very specific about a particular problem in one area, most of the testimony fell into several broad categories: expanded and/or more frequent bus service; better coordination among bus systems; improved bus service for seniors and the disabled; and increased train service. In addition, there were a large number of comments which were so general as to not have impact on the Unmet Transit Needs process. Also, in some cases, the requests were for services which already exist, suggesting that public awareness is a continuing challenge to be addressed. A few people made general comments stating that we needed to improve connections between the various buses. However, to a large degree, the difficulty making connections work better is a result of long headways and limited services, rather than a simple scheduling issue.

In general, the verbal and written testimony given through the public hearing process supported the continuation of existing and programmed transit services and programs. For the most part the people testifying considered all existing transit services as a "baseline" saying that the services needed to be kept. It is therefore recommended that all general public bus transit systems and services be found to be unmet transit needs as part of the FY 2011/12 findings. In addition, the VCTC, in the FY 2010/11 Unmet Transit Needs Resolution found that "...In cases where services are reduced due only to a lack of local transit funds, the services will continue to be considered as needs, and shall be reinstated when funding becomes available." Gold Coast Transit Route 12 was specifically identified as a route which was being terminated because of poor performance and not a lack of transportation funds. VCTC noted that if additional TDA or other operating funds become available, it will be the responsibility of the cities and or County to fully fund those services before any TDA funds can be used for non-transit purposes this Fiscal Year.

As noted, the majority of the comments fell into several broad categories. These were:

1. Operational improvements including additional stops or increased frequency on existing services. These do not represent unmet transit needs, but are referred to the operators to review and consider in light of funding and operational data.
2. Request for extended hours or days of service. There were a number of requests throughout the county, but these were limited in number and general in nature, and do not constitute an unmet transit need.
3. Comments about service going into other counties. Because *unmet transit needs* is a county process, staff will work with adjoining counties, but the requested services are not unmet transit needs.
4. Request for better coordination and transfer locations. These are operational improvements to make the services more convenient and attractive, and will be referred to TRANSCOM for on-going review.
5. Request for reduced fares and changes to fare restrictions. These are not unmet transit needs, and in some cases could adversely affect the TDA fare box requirements.
6. Requests for very expensive service for the elderly and disabled, including gurney transport and chauffeured services, as well as door-to-door services without transfer countywide and beyond.

The recommendations, draft findings, and matrix were reviewed for technical accuracy by the VCTC Transit Operators Advisory Committee (TRANSCOM) on April 21, 2011. The TRANSCOM concurred with the staff analysis and recommendations. The Citizens Transportation Advisory Committee/Social Service Transportation Advisory Committee (CTAC/SSTAC) reviewed and approved the recommendations, draft finding, and matrix on April 14, 2011.

The findings and matrix are provided as a separate attachment.



Item # 12

May 13, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: VICTOR KAMHI, BUS TRANSIT DIRECTOR

SUBJECT: REPORT FROM AD HOC STEERING COMMITTEE ON REGIONAL TRANSIT STUDY

RECOMMENDATION

- Receive the report from the Ad Hoc Steering Committee on the Regional Transit Study.
- Authorize staff to hold additional agency, community and public meetings to obtain input on the recommended alternatives before returning to the Commission with recommendations on response to SB 716.

BACKGROUND

Since 1994, VCTC operated the VISTA transit services, providing intercity city transit countywide, and community transit in the Heritage Valley. The services have been very successful, but have been operated as a confederation of seven separate operations, which has contributed to operational and funding challenges affecting both VCTC as the operator and the riders. In November of 2008, the VCTC held a workshop to consider how VISTA was organized and funded and challenges the system currently faces and will face in the future. The VCTC Commissioners felt that the VISTA services and the local committees which guided the services should be better integrated into the overall Commission activities, simplifying the planning and management, and making the services more accountable to the riders. The Commission, working with the local cities and the county, worked to align membership on the Commission and the VISTA "Committees", which increased accountability and administrative consolidation.

In 2009, the Commission committed to work on ways to continue the consolidation of the VISTA services, including addressing the issue of funding. With the passage of SB 716, which requires that by July 1, 2014, all Transportation Development Act (TDA) funds in Ventura County be used exclusively for transit, VCTC consolidated the study of VISTA into a larger study of the overall organization of transit service in the county, which would address the implications of SB 716 as well as the changes which have occurred with the significant growth and expansion of transit services within the county.

On March 5, 2010, the VCTC approved a contract with MIG, Inc. to assist in the development of the VCTC Regional Transit Study. The purpose of the Regional Transit Study is to develop a vision and guiding principles for transit in Ventura County and to consider alternative organizational and institutional structures that can assist in delivering that vision. The study results are intended to inform the preparation of draft recommendations to submit to the State Legislature as called for in SB 716, which requires that all Transportation Development Act (TDA) funding be used for transit starting in July 1, 2016. The consultant team met with the VCTC staff to begin to implement the work program. Efforts to date have included Commissioner interviews, collection of background information from the cities and operations providing transit services, meetings with TRANSCOM to introduce the project team and review their issues with transit service provision and coordination and a series of meetings with an Ad Hoc Steering Committee.

At the April 9, 2010 VCTC meeting, the Commission appointed an Ad Hoc Committee to work with the consultants and staff. The Ad Hoc Committee has met three times, and reviewed materials developed by the consultants. The Commission also approved a set of Study Principles. The approved Regional Transit Study Principles are as follows:

Develop a network of sustainable services that meet the diverse needs of the customers through the following actions:

1. Foster open dialogue among communities, system users, operators and agencies
2. Transition to a user-focused system that goes beyond individual operator boundaries
3. Gain consensus on the approach from elected officials and city management
4. Incorporate applicable Federal, State, regional and local livability, sustainability and greenhouse gas reduction goals

Ad Hoc Steering Committee Outcomes and Directions

The Steering Committee's initial meeting on August 26, 2010, confirmed study outcomes and expectations and developed a basic framework for a Ventura County transit vision.

At the December 9, 2010 meeting of the Ad Hoc Steering Committee, consultants introduced the typical evaluation criteria for organizational options. After discussion, the Steering Committee concluded that the following criteria should be considered in guiding the selection of organizational alternatives:

- **Affordability/Funding** -- There should be sufficient funds to assure meeting both current and future needs. This would include the ability to respond to reporting requirements of local, state and federal funding agencies. Examples include:
 - Ability to be fundable with existing/projected resources
 - Ability to retain/maximize existing funding
 - Ability to attract/generate additional funding
- **Implementability**-- This criterion measures the ability to achieve a consensus and gain support for change or implementation including policies that may require legislation if required. Institutional barriers should be avoided or proposals to overcome impediments must be formulated. Examples include:
 - Potential to overcome/avoid barriers to implementation
 - Potential to generate community and customer understanding and support
- **Connectivity/Coordination** -- In a multi operator environment, this criterion includes looking at how the alternatives enhance the ability to transfer between systems to facilitate existing connections and attract new riders. Options that maintain and strengthen that linkage may be preferred. An example is:
 - Potential for improved linkage between systems including fares, schedules, transfers, hours and days of operation and service span.
 - Ability to link with other Ventura County and/or adjacent county programs and services
- **Service quality** -- The service should be delivered in a reliable fashion with relatively direct service in a clean and comfortable vehicle. This would also include driving and sensitivity training for operating personnel. Examples include:
 - Potential effect on responsiveness (e.g. ADA service)
 - Potential effect on on-time performance
 - Appearance/upkeep of vehicles and stops

May 13, 2011

Item #12

Page #3

- **Efficiency/effectiveness** -- The system should attempt to maximize the utilization of finite transit resources. This would include increasing passengers per hour and reducing cost per hour and per passenger.

Examples include:

- Potential effect on cost
- Potential effect on ridership

The March 9, 2011 Ad Hoc Steering Committee meeting further focused on four key directions that they believed most appropriate to Ventura County and the issues at hand. These were both a refinement and clarification of the evaluation criteria:

- Keep communities whole (the parameters of this are to be determined but generally this would mean that communities have at least the level of service they have now -- comparable amount of service and/or access to destinations)
- Increase connectivity
- Improve local service
- Maintain a level of local influence and control

The Committee reviewed a series of alternatives including:

- Status Quo/Collaboration – Use of informal agreements on fares, schedules, service
- Moderate Coordination – Increased formal agreements for service and support areas
- Full Consolidation – One countywide entity for policy, funding and operations
- Moderate Consolidation with One Subordinate Operating Entity
- Moderate Consolidation with Two Subordinate Operating Entities

Organizational Recommendations of the Ad Hoc Steering Committee

After extensive discussion and consideration of alternatives, the Ad Hoc Committee is recommending that the VCTC forward and further explore two alternatives with some variations:

- **Full Consolidation** with provisions for strong continued local influence, potentially through a strong advisory or subcommittee structure to address East County, West County and rural community needs and issues. Under the **Full Consolidation** alternative, current VCTC functions would transition into a central strong finance, planning and operating entity (in much the same way that the Orange County Transportation Commission was merged into the Orange County Transportation Authority) and the VCTC representative Board structure would be maintained.
- **Hybrid Approach – Moderate Consolidation with One or Two Subordinate Operating Entities.** The specific type of “subordinate” entities to be determined (could be combination of Transit District(s); Joint Powers Authority; federation or other). VCTC would perform the role of the Managing Entity, handling funding and some level of planning (to be determined).

Governance Options – Consolidation While Maintaining Local Influence

The charts below show two different options for governance under the Consolidation option.

Chart A shows the more traditional structure where a central planning/funding/operating agency has a subcommittee structure dealing with planning, operations, finance and administration. Local input is provided primarily through city representatives (generally local elected officials) and regional representatives (Board of Supervisors).

A. Strong Central Commission with Internal Policy Subcommittee Structure (Planning, Operations, Finance, Administration)

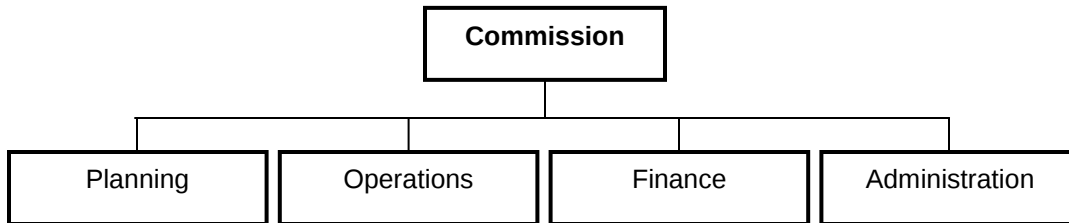
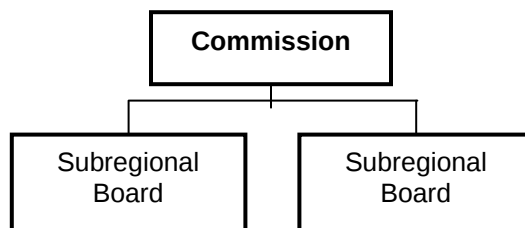


Chart B illustrates an alternative structure where a central Commission provides major policy direction (for example, does long-range planning and major fund allocations) and subregional Boards oversee local fund allocation and service planning.

B. Central Commission for Major Policy Direction with Subregional Boards for Planning and Operational Decisions

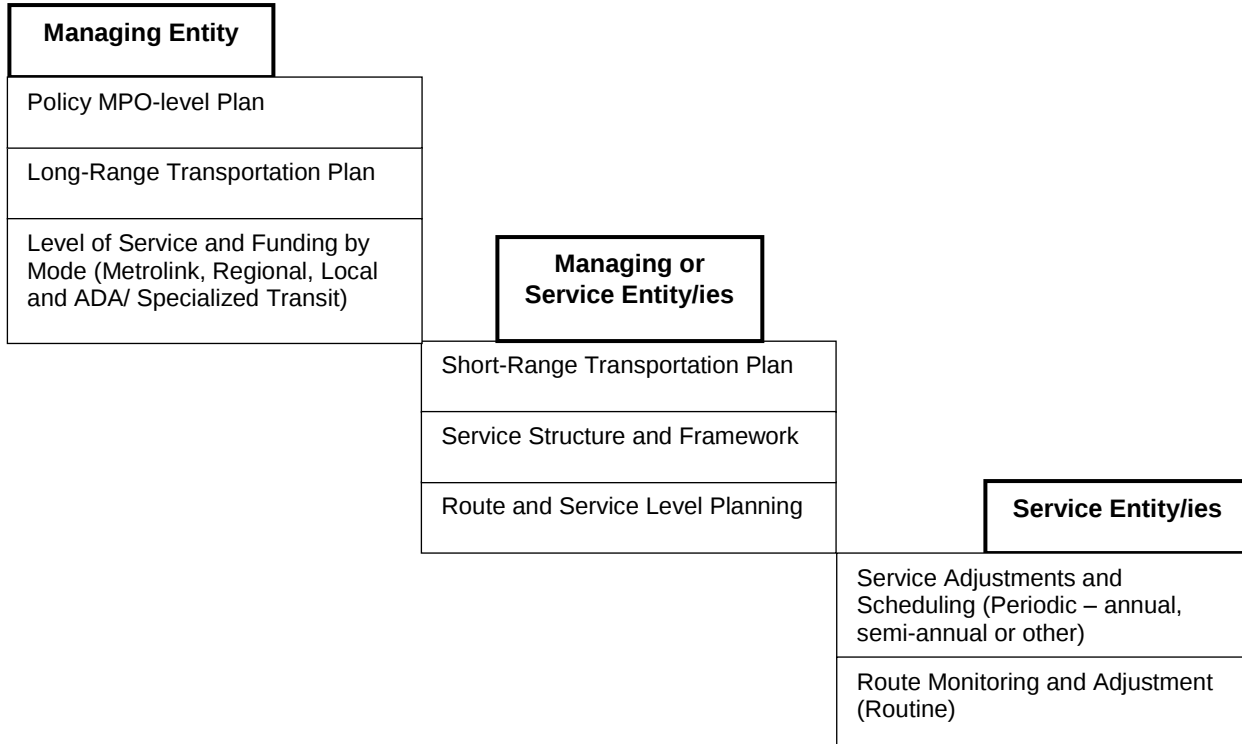


Planning and Funding Division

The following charts illustrate in more detail alternatives for distribution of planning and funding responsibilities. There is more flexibility in assigning planning responsibilities – locally there would need to be discussion as to which planning responsibilities (such as the Short Range Transportation Plan and Service Structure and Framework) are delegated to the Service Entity/ies:

Illustration of Planning and Funding Division

Planning



Funding

Managing Entity	Service Entity/ies
Designated Recipient for Federal, State and Local Funding	Funding Decisions on Level of Service
Administration of Wealth Grants	Administration of Service Contracts/ Funding of Contract Operations
Fund Allocation and Expenditure Decision- making for Pooled Funds (TDA)	Fund Management and Administration, Including Discretionary Funds
Decision on Expenditure of Discretionary Funds	

Division of Responsibilities in a Hybrid Moderate Consolidation: Managing Entity (Commission) with Subordinate Service Entities

SANDAG legislation (an example of the Moderate Consolidation with Two Service Entities model) speaks specifically to division of responsibility for planning, program development and construction. Under this model, the division of planning responsibilities between the Managing Entity and the Service Entity in Ventura County could be:

Planning

Managing Entity	Policy MPO-level Plan (VCTC/SCAG)
	Long-range Transportation Plan
	Short-range Transportation Plan
	Level of Service and Funding by Mode (Metrolink, Regional, Local and ADA/Specialized Transit)

Service Entity/ies (EAST County/WEST County Agencies/Districts)	Service Structure and Framework
	Route and Service Level Planning
	Service Adjustments and Scheduling (Periodic – annual, semi-annual or other)
	Route Monitoring and Adjustment (Routine)

Note that where the “line” can be drawn can vary within the organizational structure (for example, the Service Entity could take on more responsibility for short-range planning, not just operation al planning).

Issues for Commission Consideration

There are a number of issues that need to have further discussion by Commissioners entities. The consultant team will make a presentation on these considerations, with the goal of obtaining further input and direction from the Commission before commencing with further agency and community consultation. These include:

- i) Governance and decisionmaking: The chart on Governance Options outlines how governance could be distributed under the options. ***What type of board and advisory structure can best meet the goals of strong local influence and participation in decisionmaking?***
- ii) Financing and Programming: SB 716, which mandates that all future TDA funds be used for public transportation, has implications for the future organization, operations and funding. ***What are key considerations in potential allocation and use of funds, including options for fund pooling and redistribution?***

- iii) Planning: The Division of responsibilities for planning, as outlined in the attachment, can vary under the Moderate Consolidation option. **How should planning responsibilities be distributed -- which entity does what in planning?**
- iv) Operations: Currently, operation of the system and decision on what model to follow is made at the agency/local jurisdiction level. **Where could responsibility be placed for operating services and making decisions on how these services will be provided (contract, in-house, operating entity)?**
- v) Administration/Management: **What are considerations for staffing, oversight of operations and other functional areas?**

Recommendations and Next Steps

Following discussion of the information presented by the consultants and the potential alternatives, move forward with further community consultation, including discussions with local agencies and cities, including TRANSCOM and holding public meetings, including the GoVentura2035 local advisory groups and subregional public forums. The intent is, after this consultation, to develop a report to the Commission in early Fall of this year in conjunction with the SB 716 process.

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Item # 13

May 13, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SAMIA MAXIMOUS, CAPITAL PROJECTS DIRECTOR

SUBJECT: BUDGET AMENDMENT TO HIGHWAY MANAGEMENT TASK

RECOMMENDATION:

- Amend the VCTC FY 2010/2011 Highway Management task budget by increasing revenues in the amount of \$2,148,900 and increasing expenditures in the amount of \$ 2,148,900 for the Lewis Road Project using \$690,590 in Congestion Management and Air Quality Improvement Program (CMAQ) and \$1,458,310 in Surface Transportation Program (STP).

DISCUSSION:

The approved FY 2010/2011 Highway Management budget task includes the Lewis Road Construction project. The FY 2010/2011 budget process began in the spring of 2010. The Lewis Road project was in the middle of construction as VCTC was developing the 2010/11 budget based on the most current schedule from the County. It was recognized at the time that a budget amendment would likely be necessary as construction proceeded to reflect the actual year of expenditure. This amendment requires no additional programming of federal funds to the Lewis Road project. Therefore, a budget amendment is needed to increase the remaining project balance by \$2,148,900 (\$690,590 in CMAQ and \$1,458,310 in STP) for the phase II Lewis Road project.

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Item #14

May 13, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: LEGISLATIVE UPDATE AND POSITIONS ON BILLS

RECOMMENDATION:

- Adopt the following positions on legislation:
 - 10. Orange County Transportation Authority "Breaking Down Barriers" initiative
 - 11. AB 892 (Carter) – Support
 - 12. AB 1229 (Feuer) – Support
 - 13. SB 582 (Emmerson) - Watch
 - 14. SB 693 (Dutton) – Support
 - 15. SB 867 (Padilla) - Support
- Receive and file the state legislative report and matrix (Attachment E).

BACKGROUND:

Federal Issues

On Friday, April 8th, in the face of an imminent government shutdown, an agreement was reached for the annual Federal appropriation, with the centerpiece of the agreement being a \$40 billion cut from the Fiscal Year 2010 level of spending. Based on this agreement, the annual budget was voted by Congress and signed into law on April 14th. For transportation, the budget deal includes the following:

- A \$2.5 billion rescission of unobligated prior-year apportionments, of which \$240 million could come from California. It is not known how the rescission will be distributed within the state, but a sizable amount could come from the Surface Transportation Program (STP) and Congestion Mitigation and Air Quality (CMAQ) Program apportioned to each county.
- Rescission of \$630 million of unused highway earmarks which are over 13 years old. (This rescission included a \$159,371 unused balance from the Route 1 / Pleasant Valley Road Interchange completed years ago.)
- No new earmarks, for a \$293 million reduction.
- A \$400 million reduction for the Transit "New Starts" program which funds construction of new transit lines.
- No funding for the High Speed Rail program, for a \$2.9 billion reduction.
- No change to the transit formula funds.

Meanwhile, the House of Representatives has approved the Fiscal Year 2011/12 Budget Resolution, which provided guidance to the appropriations committees developing the various elements of the budget. The Budget Resolution calls for a 31% overall cut in transportation, but does not specify the distribution of the spending reduction.

Attachment A provides a summary of the "Breaking Down Barriers" initiative, sponsored by the Orange County Transportation Authority with the intent of streamlining the federal project delivery process. Staff recommends the Commission support this initiative.

State Issues

Attached is the monthly report from Tim Egan, VCTC's Sacramento representative. As of the writing of this report, there is still no news regarding the state budget. There is currently a significant effort underway on the part of the transportation agencies to address the potential cancellation of the state's fall bond sale due to the continuing state budget uncertainty. As the Commission is aware, the Route 101 Widening project from La Conchita to Carpinteria cannot proceed without the availability of Proposition 1B funds. Furthermore, the failure to sell sufficient bonds in the fall could lead to the state stopping payments for ongoing projects such as the Route 101 / Rice Road Interchange Improvement. Should the state be unable to sell general obligation bonds, it has been suggested that the bonds authorized by Proposition 1B could be sold instead if they were secured by transportation revenues only, to the extent allowed under Proposition 22. This alternative would likely allow at least a minimal level of Proposition 1B funds to continue flowing to projects.

Attached are analyses of five bills with four recommended for a SUPPORT position. Two of the bills, AB 1229 (Feuer) and SB 867 (Padilla) are sponsored by the Los Angeles County Metropolitan Transportation Authority, and would provide various subsidized financing tools to help fund transportation projects. AB 892 (Carter) would make permanent the waiver of sovereign immunity to allow Caltrans to continue accepting delegation of the authority to approve projects under the National Environmental Policy Act. SB 693 (Dutton) is sponsored by the Southern California Association of Governments as part of the Regional Economic Development Strategy, and would authorize local agencies to enter into public-private partnerships to assist with the expeditious delivery of projects. SB 582, recommended for a WATCH position, would authorize VCTC and the Ventura County Air Pollution Control District to adopt an ordinance requiring employers to provide commute benefits to employees.

The attached state legislative matrix shows the status of bills. Both of the bills on which VCTC previously took a position have passed their first committee votes. AB 1308 (Miller), on which VCTC took a SUPPORT position, received a unanimous Committee vote of approval. As for SB 468 (Kehoe), on which VCTC took an OPPOSE UNLESS AMENDED position, the bill passed the Committee on a split vote, but only after having been amended to exclude projects that received environmental clearance in 2010 or prior, so that the bill will not delay the Route 101 Widening, which has already been cleared. However, this bill remains a concern due to its potential impact on future projects.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
“BREAKING DOWN BARRIERS” INITIATIVE**

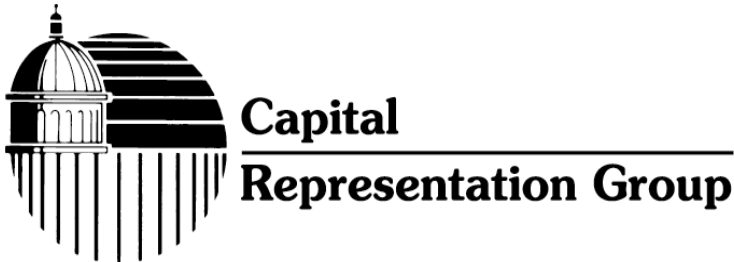
The Orange County Transportation Authority (OCTA) has launched an effort to advocate for expediting the federal project delivery process. The intent of the project is to find a path whereby projects that are currently funded, but tied up in “red tape,” can move forward to construction, thus creating jobs. OCTA has entitled this effort the “Breaking Down Barriers” initiative.

OCTA contracted with Cambridge Systematics to generate a report on how current federal statutes and regulations could be modified and/or eliminated to expedite the federal projects delivery process. The report identified a number of existing regulations and practices that, in the opinion of the authors of the report, delay project delivery. According to the report, these barriers include: misplaced federal focus on micromanaging, instead of good project control; a misplaced reliance on document length instead of quality; a focus on processing projects in place of advancing projects; a failure to adopt a federal, state, and local partnership effort to replace the highly risk-averse attitude presently associated with federal oversight; an erroneous belief that delay is evidence of diligence; a failure to penalize delay and reward innovation at the federal, state or local level.

A summary of the specific recommendations of the report are as follows: (1) Modernize cumbersome processes to shift federal actions toward improving transportations systems faster. Specific recommendations in this section include extending to the highway program the pre-award authority that exists in the transit program; extending the delegation to qualified states the authority to conduct federal environmental clearance; and streamlining the reporting requirements to reduce redundant reporting to multiple entities. (2) Improve Grant Programs to clarify the respective roles of federal, state, and local agencies for accountability and efficiency in achieving jointly-developed milestones. This section recommends establishment of a “Program Delivery Partnering Plan” and also recommends adoption of a “Prompt Action” provision for federal agencies. (3) Institute grant recipient-based strategies that can reap program-wide time and cost savings on both routine and major projects. This strategy includes providing training and fostering public agency investments to develop the project delivery capabilities of project sponsors.

Significant benefits to the delivery of federally-funded transportation projects in Ventura County are anticipated should the recommendations of OCTA’s “Breaking Down Barriers” initiative be included in the next surface transportation authorizing bill. Staff therefore recommends VCTC support this program.

Recommended Position: Support



April 29, 2011

To: Ventura County Transportation Commission
Darren Kettle
Peter DeHaan

Subject: LEGISLATIVE REPORT

STATE BUDGET

Since our last report, the Governor on March 24 approved more than \$11 billion in budget solutions, of which \$8.2 billion were direct reductions in state expenditures. Included in the budget package was the enactment of AB 105 – the transportation trailer bill which re-enacted the 2010 Fuel Tax Swap utilizing truck weight fees. With the approval of AB 105, transportation funds that were in jeopardy with the passage last year of Propositions 22 & 26 will be protected from future budget raids by the Legislature.

As enacted, AB 105 will provide \$330 million in State Transit Assistance funding in the budget year 2011-12 for local transit agencies including funding for Intercity Rail, as well as provide funding for local streets and roads as contemplated under Proposition 42 and funding for the STIP and SHOPP.

Shortly after the initial round of budget cuts and reductions were completed, the Governor announced that he was halting further budget negotiations due to an ever expanding list of budget and policy proposals some of which were not budget related or in a few cases would add to the budget deficit. The Governor issued a letter to the Senate Republican Leader (copy attached) in which he generally lays out some of his concerns with the list of 53 separate Republican proposals. Since the Governor halted the negotiations, he has held a series of ongoing “town hall” meetings around the state to discuss his budget proposals.

Recently, a key Senate Republican Member indicated that there is now some support in his caucus for extending the current tax rates that will expire in June for several months until a ballot measure can be put before voters. This support though still hinges on the extended list of policy and budget reform measures which the Governor previously rejected that went beyond the prior Republican proposals for pension reform, a cap on state spending, and various regulatory changes. At this time, no additional budget discussions are scheduled and may not happen until the Budget Revision is released by the Governor on May 14.

State Tax Receipts to Date

The State Controller's Office most recent cash flow analysis shows that compared with the Governor's previous budget estimates the General Fund revenues are above the year-to-date estimate by \$941.6 million. The three largest sources of revenue are above the estimates by a combined \$2.2 billion – income taxes came in higher by \$2.8 billion, sales taxes collected were up by \$40.6 million, with corporate tax collections year-to-date below the estimates by \$615.6 million. Compared to March 2010, the Controller's cash analysis shows that receipts are up by \$4.6 billion.

Prop 1A & 1B Bonds

On April 27 and 28, the Assembly and Senate Budget Subcommittees for Transportation held another round of hearings to review the status and potential impact should the state not pursue a fall bond sale of Prop 1A & Prop 1B bonds. The Subcommittees received testimony from the State Legislative Analyst, the Caltrans Director and numerous regional agencies (including VCTC), labor and construction interests as to the devastating impact a delay of a fall bond sale would have on ongoing and pending transportation projects. The Subcommittees were presented a comprehensive project by project overview within the SCAG region (Including San Diego) of both the economic and job impacts of what a delayed fall bond sale would mean. For Ventura the projects included in this impact analysis were the; 101 Rice Interchange, 101 HOV Lane between Mussel Shoals to Carpinteria, and rehabilitation of the Simi Valley/Moorpark Grade crossings.

The Budget Subcommittees deferred any formal actions until after the Governor releases his May Budget Revision on May 14.



OFFICE OF THE GOVERNOR

March 25, 2011

The Honorable Bob Dutton
Republican Leader
California State Senate
State Capitol, Room 305
Sacramento, CA 95814

Dear ~~Senate~~ Republican Leader *Bob* Dutton:

As you know, our state faces a severe budget crisis that has been years in the making. We started the year with a projected \$26.6 billion deficit. So, there is no bigger issue for California. As elected officials, it is our duty to meet this challenge head on.

When I ran for Governor, I told the people how I would approach this crisis if elected. I promised that I would start working on our fiscal problems right after the election, that I would no longer tolerate a "smoke and mirrors" approach to our budget, and that I would not allow any new taxes without a vote of the people.

I started meeting with staff and legislators right after the election and studied numerous budget solutions throughout November and December. In January, I presented a comprehensive budget proposal that will keep our state in the black this year and eliminate future deficits. It is a real budget that takes a balanced approach of severe cuts in spending and temporarily extending certain 2009 taxes. No one loves all aspects of my plan—both the cuts and the tax extensions are painful to many. But it's time for some hard medicine.

Since January, I have been talking to both Democrats and Republicans to build consensus on this plan so we could put it to a vote of the people in June. The Democrats have swallowed hard and done their part—they have approved \$12.4 billion in painful cuts. I have also been talking to a group of Republicans who have expressed a willingness to vote for this package if certain reforms are included. I have been willing—and remain so—to include certain reforms as part of my program—if this will enable enough Republican votes to put the matter before the people in a June election.

GOVERNOR EDMUND G. BROWN JR. • SACRAMENTO, CALIFORNIA 95814 • (916) 445-2841

The Honorable Bob Dutton
March 25, 2011
Page 2

For weeks, my discussions with you have focused on three main issues: pension reform, regulatory reform and a spending cap. After numerous meetings, calls and discussions between us and members of our staffs, I thought we were making progress on these three topics. When you asked to meet today, I assumed you realized that time is very short and at this stage of discussions, we should be nearing agreement on a narrowed set of objectives—not expanding the list to include dozens of demands across a broad range of issues.

So I was very surprised (and frankly, disappointed) that you came today with a very long list of demands (53 separate proposals), many of which are new and have no relationship whatsoever to the budget. From my count, your list today added almost two dozen new topics, including obscure aspects of labor law and shifting the Presidential primary to March. In addition, your list of demands—if met—would undermine my entire budget proposal by undoing major elements and extending the taxes for only 18 months.

I truly appreciate the time and effort you and your Senate colleagues have put into developing proposals and for the willingness to be part of the solution. Unfortunately, our discussions have not been as productive as we need.

Job number one for every elected official in Sacramento today should be solving our state's budget crisis. It is my hope that we can develop a sincere and enduring partnership to guide our state in the years to come.

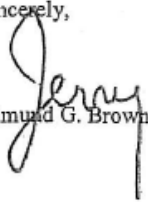
Much is at stake. Denying the people of California the right to vote on these matters of such profound importance would be nothing less than tragic.

We need to outline concrete steps we can take in the next hours and days to keep these discussions on track and prevent what could be disastrous consequences.

I still stand ready to work with you on the three main issues we have been discussing for weeks: pensions, regulatory reform and a spending cap in the context of the balanced budget I have proposed.

Please let me know if you are prepared to refocus our discussion back to those topics.

Sincerely,


Edmund G. Brown Jr.

Let's get moving!

AB 892 (CARTER) – NATIONAL ENVIRONMENTAL POLICY ACT DELEGATION

The last multi-year federal transportation reauthorization, the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), included a provision to allow delegation of Federal Highway Administration (FHWA) responsibilities under the National Environmental Policy Act (NEPA) to up to five State Transportation Departments to accelerate transportation project delivery while maintaining environmental protection. This provision, the Surface Transportation Project Delivery Pilot Program, has a sunset date of August 10, 2011. To participate in this program, the State Legislature passed authorizing legislation which waived sovereign immunity to allow Caltrans to be sued in federal court for its NEPA determinations. The authorizing state legislation expires January 1, 2012. AB 892, authored by Assembly Member Wilmer Amina Carter (D-Rialto), would remove the expiration date from the law waiving sovereign immunity for Caltrans NEPA determinations, thus allowing the NEPA delegation program to continue indefinitely if authorized by Congress.

As required by the state authorizing legislation, Caltrans has prepared an analysis of the effectiveness of the environmental approval delegation, and concluded that since it assumed responsibility from FHWA for environmental approval under NEPA, there has been a significant reduction in project environmental processing time, amounting to 17 months on average for projects requiring an Environmental Assessment / Finding of No Significant Impact, and possibly more for projects requiring an Environmental Impact Statement. At the same time, Caltrans review and the continuing FHWA monitoring have demonstrated that there has been no degradation in environmental standards. The benefits of the NEPA delegation to Caltrans extend both to projects that are directly administered by Caltrans, and projects administered by local agencies receiving federal funds through Caltrans. It is very possible that the environmental clearance for some Ventura County projects, specifically including the Route 101 widening from Mussel Shoals to Carpinteria, would have taken much longer were it not for the NEPA approval delegation.

Caltrans and regional transportation agencies are currently urging Congress to extend the NEPA delegation program, so that these benefits to California can continue. In November, 2010, VCTC adopted a position to Support the federal extension of NEPA delegation. However, for this program to continue it will also be necessary to address the sunset date contained in the corresponding state legislation. AB892 would make the required change by removing the state's sunset date.

Recommended Position: Support

AB 1229 (FEUER) – CALIFORNIA TRANSPORTATION FINANCE AUTHORITY SUBSIDIZED BONDS

In 2009, VCTC supported AB 798 (Nava), which established the California Transportation Finance Authority and authorized it to issue bonds and levy tolls on behalf of transportation agencies. The Los Angeles County Metropolitan Transportation Authority (L.A. Metro) is now sponsoring legislation, authored by Assembly Member Mike Feuer (D-Los Angeles) to authorize the Authority to utilize unused funds held by the Authority for subsidizing interest on bonds for local transportation projects.

AB 1229 is a companion measure to SB 867 (Padilla), which is also analyzed in this agenda item. In contrast to SB 867, AB 1229 envisions the Treasurer being tasked with implementing a tax credit program without a more codified procedure and authorized amounts.

As with AB 798, there is no immediate benefit to VCTC of this bill, as there is no identified revenue stream that would secure the bonds for projects in Ventura County. However, SB 867 would provide another financial tool that could potentially provide flexibility in the future for funding transportation investments. Staff recommends the Commission adopt a SUPPORT position on this bill.

Recommended Position: Support

SB 582 (EMMERSON) – COMMUTE BENEFIT POLICIES

Under Rule 211 of the Ventura County Air Pollution Control District (APCD), employers with over 100 employees at a site are required to register annually with the District and every two years perform an Average Vehicle Ridership (AVR) survey. The VCTC Commuter Services program provides employers with the free option of doing the AVR survey to comply with Rule 211 while giving their employees the option of being included in the rideshare matching database, the Guaranteed Ride Home Program, and receiving rideshare and transit information. The authority for APCD to promulgate Rule 211 is provided under state law, which also stipulates that any provision of commuter benefits by employers must be strictly voluntary on the part of the employee. Thus, APCD is only authorized to mandate employers perform the AVR survey, and not mandate the provision of rideshare incentives by employers.

SB 582 is authored by Senator Bill Emerson (R- Riverside) and co-sponsored by the Bay Area Air Quality Management District and the Metropolitan Transportation Commission. The bill authorizes any air district and metropolitan planning organization to jointly approve a commute benefit ordinance to apply to all employers meeting a threshold of either 20 or 50 full-time employees, requiring the covered employers to provide one of three commuter benefits, as follows: (1) allowance for employees to exclude from taxable wages their transit pass, vanpool, or bicycling cost, up to the amount allowed by federal tax law; (2) employer-subsidized transit passes or vanpools; or (3) employer-provided bus or vanpool commute transportation. Employers must also be allowed to propose alternate commute benefits if they can demonstrate they are equally effective. It is anticipated that employers choosing the first of the three options could save up to 7% to 9% on their payroll taxes.

A recent amendment to this bill stipulates that in the Southern California Association of Governments (SCAG) region, the commute benefit ordinance would be adopted by the county transportation commission rather than by SCAG. Thus, in Ventura County, the APCD and VCTC would be authorized to jointly approve the commute benefit program described in the bill. Another amendment requires that agencies adopting the ordinance report to the Legislature by July 1, 2016 on the benefits achieved.

This bill would allow for a significant change to the approach to rideshare programs currently allowed under law, by authorizing APCD and VCTC to jointly implement a program that would require employers to implement commute benefits, in contrast to the strictly voluntarily program that exists today. The bill would also allow a significant broadening of the scope of the current program, to include a significantly larger number of employers due to lowering the threshold from 100 employees to either 50 or 20.

Although the air district and metropolitan planning organization in the Bay Area are strongly interested in implementing the expanded rideshare program envisioned under SB 582, there has of yet been no consideration in Ventura County for implementing such a program, which it must be noted would require significant additional staff at APCD and possibly VCTC due to the large number of additional covered employers. However, SB 582 does not mandate VCTC and APCD to adopt the program, but only authorizes them to do so. Staff therefore recommends that VCTC watch this bill.

Recommended Position: Watch

SB 693 (DUTTON) – PUBLIC / PRIVATE PARTNERSHIPS

The Southern California Association of Governments (SCAG) has retained a group of economic experts to prepare analysis and make recommendations for a regional economic strategy to deal with unusually high unemployment, foreclosures and businesses moving out-of-state. A Summit was held December 2nd to identify and find common agreement on the principles and next steps for creating jobs and restoring the region's economy. Summit participants discussed and agreed upon legislative principles for action in the next state legislative session. One of the principles included in the program was to expand authority to local jurisdictions to implement public-private partnerships for infrastructure construction projects. SB 693, authored by Senator Bob Dutton (R-Inland Empire), was introduced to address this portion of SCAG's program.

Currently, Caltrans and regional transportation agencies have authority to enter into public-private partnerships for transportation projects under certain conditions. Such partnerships generally involve a private-sector financing component, and thus public-private partnerships provide another financial tool for expediting transportation projects. In addition, the expanded private sector role in project implementation can lead to projects being completed sooner.

SB 693 would expand this authority to enter into public-private partnership agreements to cities and counties. A very likely application of this proposal would be to allow expedited delivery of goods movement projects in Southern California, since many of these projects are sponsored by cities (such as projects at the Ports of Los Angeles and Long Beach) or joint-powers agencies including local jurisdictions (such as the Alameda Corridor East projects). Although staff is not aware of any immediate applicability of public-private partnerships in Ventura County, SB 693 would provide a tool that could potentially provide flexibility in the future for expedited implementation of transportation projects.

Recommended Position: Support

SB 867 (PADILLA) – BUILD CALIFORNIA BONDS

In 2009, VCTC supported AB 798 (Nava), which established the California Transportation Finance Authority and authorized it to issue bonds and levy tolls on behalf of transportation agencies. The Los Angeles County Metropolitan Transportation Authority (L.A. Metro) is now sponsoring legislation, authored by Alex Padilla (D-Pacoima) to establish a specific tax-credit bond program, the Build California Bonds, to be implemented by the Authority.

SB 867 is a companion measure to AB 1229 (Feuer), which is also analyzed in this agenda item. Under the proposed SB 867 program, \$5 billion would be authorized for a 5-year period for bonds in support of transportation investments. The principal on the bonds would be repaid through local revenues, and the interest would be paid by the state through a tax credit. The bonds would not be a debt or liability of the state, but only of the Authority, which would enter into a financial agreement with the local transportation funding agency.

L.A. Metro has commissioned a study of the economic benefits of the proposed Build California Bonds program and determined that the economic activity generated by the proposed expedited delivery of L.A. Metro's transportation projects would offset the state costs of the proposed bond tax credit.

As with AB 798 and AB 1229, there is no immediate benefit to VCTC of this bill, as there is no identified revenue stream that would secure the bonds for projects in Ventura County. However, SB 867 would provide another financial tool that could potentially provide flexibility in the future for funding transportation investments. Staff recommends the Commission adopt a SUPPORT position on this bill.

Recommended Position: Support

VENTURA COUNTY TRANSPORTATION COMMISSION STATE LEGISLATIVE MATRIX BILL SUMMARY May 2, 2011			
BILL/AUTHOR	SUBJECT	POSITION	STATUS
AB 892 Carter	Allows Caltrans to continue accepting National Environmental Policy Act delegation.	Support	Passed Assembly Transportation Committee 12-0. In Assembly Appropriations Committee.
AB 1229 Feuer	Authorizes California Transportation Financing Authority subsidized bond program.	Support	In Assembly Transportation Committee.
AB 1308 Miller	Appropriates Highway Users Tax Account (HUTA) funds to continue flowing absent an adopted State Budget.	Support	Passed Assembly Transportation Committee 12-0. In Assembly Appropriations Committee.
SB 468 Kehoe	Adds requirements for State Highway widening projects in the coastal zone.	Oppose Unless Amended	Passed Senate Natural Resources Committee 5-3. In Senate Transportation & Housing Committee.
SB 582 Emmerson	Authorizes ordinances requiring employers to offer commute benefits to employees.	Watch	Passed Senate Transportation & Housing Committee 8-0. In Senate Environmental Quality Committee.
SB 693 Dutton	Authorizes local government public/private partnerships.	Support	In Senate Transportation & Housing Committee.
SB 867 Padilla	Authorizes tax credit bond program for transportation projects.	Support	In Senate Transportation & Housing Committee.

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Item #15

May 13, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: DARREN M. KETTLE, EXECUTIVE DIRECTOR

SUBJECT: VENTURA COUNCIL OF GOVERNMENT (VCOG) MANAGEMENT AGREEMENT UPDATE AND NEXT STEPS

RECOMMENDATION:

Receive report and provide direction to staff.

BACKGROUND:

In the Fall 2009, the VCTC entered into a management and administrative services agreement with the Ventura Council of Governments through which the Executive Director of VCTC would serve as the Executive Director of VCOG and as necessary utilize VCTC staff to perform VCOG related duties. Besides the Executive Director, VCTC staff performing VCOG responsibilities include the Clerk of the Board, Director of Planning and Technology, Director of Programming (who convenes the member staff Legislative Committee) and Finance Director. Since the agreement was approved by both Boards, the two entities have continued as separate public entities but have enjoyed several shared successes and have benefitted from the knowledge of a single staff most notably the completion of Phase II of the Compact for a Sustainable Ventura County in cooperation with Ventura County Civic Alliance, and a joint meeting between VCOG and VCTC to provide input in to the Southern California Association of Governments (SCAG) SB 375 Sustainable Communities Strategy. VCOG has continued to perform in its role as a forum to discuss regional issues that are non-transportation or planning related such as holding a forum to discuss the impacts on local communities of the State's expanded release of inmates, discussions on real estate fraud, and the required every 5 year review of the County Integrated Waste Management Plan.

In November 2010, at the request of the Executive Director, the VCOG Board performed a performance review of the Executive Director and staff. The consensus of the Board was that the staff was performing well in its service to VCOG. The VCOG Board did go beyond the discussion of a classic review, however, and requested that I come back with what I see as a vision or future for VCOG and its arrangement with VCTC vis-a-vis regional issues and planning. In response to that request, and recognizing that VCOG is a voluntary joint powers authority consisting of its eleven members (10 cities and the County), I suggested that I thought it might be best to meet with the city managers of the county and the County Executive Officer to work toward a consensus vision that could be presented to the VCOG Board and potentially a recommendation to VCTC. Yesterday, May 12th, I shared the feedback received from the meetings with City Managers and the outgoing and new County CEO. Today I will update VCTC of the outreach to the City Managers and County CEO and would request that the Commission provide me with your thoughts on the feedback received from those senior appointed leaders and provide direction.

I opened each of the conversations with an explanation of what was requested of me by the VCOG Board about developing a vision of where VCOG goes from here and my goal of developing a consensus about that plan rather than it being "my" vision. I further explained that it has been a management challenge to administer two distinct entities, with different boards, work programs, budgets, general counsels, meeting and committee schedules and to do it all to a high standard. As staff and work program changes at VCTC have stretched VCTC staff in several areas, the VCOG workload has increased as we have become more active with regional planning issues with SCAG. In the past, VCTC simply monitored SCAG activities and provided input into the Regional Transportation Plan. I do not see the expanded work program as a negative as I do believe it is in best long term interest of Ventura County to be more engaged in addressing regional issues. The challenge however is doing it well. Due to being stretched so thin, I am concerned that we are unable to provide the level of detail and analysis that the issues warrant so that a fully informed discussion can occur. That all being noted, I do suggest that the time has come that we consider a single entity rather than two separate entities as we look to address the regional planning and regional policy issues in the future.

In the conversations that I had, a number of common themes arose. Many of the Managers recognized that with the challenging financial times and an increased focus on the value and importance of public outreach and engagement, now is probably the best time to seriously discuss a single entity in the interest of good government and good integrated planning. For the purpose of public/elected officials there would less confusion of what entity was responsible for what work and should the public become more engaged in regional issues, a single regional planning entity reduces confusion in how to participate in the public participation process. It was recognized that a single entity made sense from a government efficiencies perspective although much of that has been realized through the existing management agreement.

And, while I believe that the consensus was that the time is right to move in the direction described above, there were some issues raised that could be problematic. The size and make-up of the two governing boards are different. VCTC has a 17 member board (10 cities, 5 County Supervisors, and two citizen appointees) established by State law while VCOG has an 11 member board (10 cities and 1 County Supervisor) with alternates as defined in a joint powers agreement. In an effort to start the discussion, one might assume that given that the VCTC membership is set in state law and is fully representative it may make the most sense that VCTC absorb the VCOG duties. If that is a correct assumption and recognizing that currently of the ten cities in Ventura County, three of those cities have named the same city council member to both VCTC and VCOG, seven cities would need to reconsider their appointees to have a single appointment.

A second concern raised was that with transportation funding and programs being such a major element of the VCTC work program, will the VCOG work program suffer? It has been my experience that because transportation does bring with it the funding stream it does consume a substantial amount of the regional policy debate. However, SB 375, the law that formalizes the inextricable linkage of land use, housing, jobs, and transportation the transportation discussion cannot take place in a vacuum. Furthermore when it is time to discuss non-transportation regional issues, the mere fact that decision-makers having been working together on other regional issues serves to enhance the regional policy discussion.

Lastly, many regional/transportation agencies have a standing/policy committee structure that encourages a more policymaker driven process rather than a staff driven process. In the event that the two entities become one, in order to encourage a more policymaker driven process it may be necessary to develop a regularly scheduled committee structure. Those activities do require more staff support and as has been mentioned, VCTC staff is stretched very thin currently and will be so for the foreseeable future. The current separation affords both boards the opportunity to delve deeper into the policy discussion at the full board meeting as there are fewer competing issues. That might change if there is only a single entity where the policy discussion takes place.

I have conducted this outreach serving in my capacity as the Executive Director of VCOG in direct response to VCOG Board direction in an effort to find a consensus opinion from senior appointed leaders from each of your jurisdictions. My sense is that there is support to look toward a new model for regional policies and integrated planning that could lead to a single entity performing transportation planning, programming, integrated planning,

May 13, 2011
Item #15
Page #3

and other regional issues. It has been a number of years since the Commission has had a discussion on this topic of a single regional transportation planning, integrated planning and regional issues entity so staff respectfully requests the chair open the floor for discussion and provide guidance/direction to staff.