



VENTURA COUNTY TRANSPORTATION COMMISSION

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

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OXNARD HARBOR DISTRICT AGENDA*

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

Oxnard Harbor District
Board Room
333 Ponomo Street
Pt. Hueneme, CA 93044

FRIDAY, NOVEMBER 7, 2014
9:00 AM

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

1. **CALL TO ORDER**
VENTURA COUNTY TRANSPORTATION COMMISSION
OXNARD HARBOR DISTRICT
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. **CALTRANS REPORT** - *This item provides the opportunity for the Caltrans representative to give update and status reports on current projects.*
6. **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.*
7. **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.*
8. **CONSENT CALENDAR** - *All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no discussion of these items unless members of the Commission request specific items to be removed from the Consent Calendar for separate action.*

8A. APPROVE SUMMARY FROM OCTOBER 3, 2014 VCTC MEETING – PG. 5

Recommended Action:

Approve

Responsible Staff: Donna Cole

8B. MONTHLY BUDGET REPORT – PG. 11

Recommended Action:

Receive and File

Responsible Staff: Sally DeGeorge

8C. PASSENGER RAIL UPDATE – PG. 17

Recommended Action:

Receive and File

Responsible Staff: Ellen Talbo

8D. LEGISLATIVE UPDATE – PG. 23

Recommended Action:

Receive and File

Responsible Staff: Peter De Haan

8E. APPROVE MINI CALL-FOR-PROJECTS FOR CONGESTION MITIGATION AND AIR QUALITY (CMAQ) FUNDS – PG.25

Recommended Action:

- *Approve attached guidelines for a new mini-call for projects to program CMAQ funds anticipated during Fiscal Year (FY) 2014/15.*
- *Approve mini-call for projects schedule contained in the agenda item.*
- *Reserve \$443,000 for Regional Ridesharing and \$500,000 for VCTC Transit Marketing, subject to further Board approval of these projects.*

Responsible Staff: Peter De Haan

8F. 2015 VCTC REGULAR MEETING SCHEDULE-PG.33

Recommended Action:

Adopt the Schedule of regular monthly VCTC meeting dates for 2015

Responsible Staff: Donna Cole

8G. REQUEST FOR PROPOSALS FOR PROFESSIONAL AUDITING SERVICES- PG.35

Recommended Action:

Authorize staff to release a Request for Proposals (RFP) for Professional Auditing Services for the Ventura County Transportation Commission.

Responsible Staff: Sally DeGeorge

8H. VEHICLE LEASE AGREEMENT WITH ROADRUNNER MANAGEMENT SERVICES-PG.37

Recommended Action:

Approve the Vehicle Lease Agreement with Roadrunner Management Services for the use of the 14 Commission owned MCI Motor Coaches for the period from the acceptance of the vehicles by the Commission, expected in December, 2014, through the end of newly approved transit contract, with an expiration date of May 3, 2024.

Responsible Staff: Aaron Bonfilio

8I. VEHICLE LEASE AGREEMENT WITH FILLMORE AREA TRANSIT CORP. – PG.39

Recommended Action:

Approve the Vehicle Lease Agreement with Fillmore Area Transit Corp.(FATCO) for the use of the 15 Commission owned transit vehicles for the period from the acceptance of the vehicles by the Commission, expected in December, 2014, through the end of the current transit services contract.

Responsible Staff: Aaron Bonfilio

8J. ELECTRIC VEHICLE CHARGING STATION PERMIT FOR CAMARILLO RAIL STATION – PG.41

Recommended Action:

Authorize the Executive Director to sign the attached License Agreement with the City of Camarillo to install an Electric Vehicle Charging Station at the Camarillo Rail Station.

Responsible Staff: Peter De Haan

8K. INSURANCE COVERAGE – PG.49

Recommended Action:

Approve the insurance proposal as presented for a total insurance cost of \$210,249 funded as part of the operational cost/indirect cost allocation plan in the Fiscal Year 2014/2015 Budget.

Responsible Staff: Sally DeGeorge

8L. BUDGET AMENDMENT FOR TRANSIT MARKETING RELATED ACTIVITIES – PG.51

Recommended Action:

- *Amend the VCTC Community Outreach and Marketing-VCTC Intercity line item increasing Proposition 1B revenues and VCTC Intercity bus services line expenditures, by \$91,000 to complete the Intercity bus purchase – for decaling.*
- *Amend the VCTC Community Outreach and Marketing creating a new line item for the VCTC Heritage Valley transit service increasing Proposition 1B revenues and Heritage Valley transit service line expenditures, by \$70,000 to complete the Heritage Valley bus purchase – for decaling.*

Responsible Staff: Vic Kamhi

8M. ROUTE 101/23 INTERCHANGE PROJECT COOPERATIVE AGREEMENT AMENDMENT – PG.53

Recommended Action:

Authorize the Chair to execute the amendment to the Cooperative Agreement with Caltrans and the City of Thousand Oaks for the Route 101/23 Project, to restore \$1,305,000 in funds previously approved for the project.

Responsible Staff: Peter De Haan

8N. SECTION 13(C) LABOR AGREEMENT – PG.55

Recommended Action:

Approve the attached agreement with the Service Employees International Union (SEIU), Local 721, as required for VCTC's Fiscal Year 2014/15 federal transit grant applications with the Federal Transit Administration.

Responsible Staff: Peter De Haan

9. U.S. 101 AVERAGE DAILY TRAFFIC (ADT) AND HOURS OF DELAY PROJECTION PRESENTATION – PG.73

Recommended Action:

Receive and file

Responsible Staff: Steve DeGeorge

10. HERITAGE VALLEY TRANSIT SERVICE: MEET AND CONFER – PG.75

Recommended Action:

Designate a substitute member to the VCTC Administrative Committee to participate in the meet-and-confer process between the Transit Committee (HVPAC) and the VCTC Administrative Committee.

Responsible Staff: Vic Kamhi

11. PORT CEO AND DIRECTOR'S UPDATE

12. VCTC GENERAL COUNSEL'S REPORT

13. AGENCY REPORTS

14. CLOSED SESSION -

15. ADJOURN to 9:00 a.m. Friday, December 5, 2014

ALL MEMBERS ARE INVITED TO TOUR THE PORT AFTER THE MEETING ADJOURNS

Please RSVP to Michelle Kinnun

(805) 488-3677

Mkinnun@portofhueneme.org



Item #8A

Meeting Summary

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

**CAMARILLO CITY HALL
601 CARMEN DRIVE
CAMARILLO, CA
FRIDAY, OCTOBER 3, 2014
9:00 AM**

Members Present: Ralph Fernandez, City of Santa Paula, Chair
Steve Bennett, County of Ventura
Claudia Bill-de la Peña, City of Thousand Oaks
Manual Minjares, City of Fillmore
Brian Humphrey, Citizen Rep, Cities
Kathy Long, County of Ventura
Bryan MacDonald, City of Oxnard
Jan McDonald, City of Camarillo
Keith Millhouse, City of Moorpark
Carl Morehouse, City of San Buenaventura
Linda Parks, County of Ventura
Jon Sharkey, City of Port Hueneme
Steve Sojka, City of Simi Valley
Jim White, Citizen Rep., County
John Zaragoza, County of Ventura
Elaheh Yadegar, Caltrans District 7

Absent: Peter Foy, County of Ventura, Vice Chair
Kathy Long, County of Ventura
Betsy Clapp, City of Ojai

Call To Order **The Regular Meeting and Special Meeting were called to order.**

Pledge of Allegiance

November 7, 2014
Item #8A
Page #2

**Roll Call
SPECIAL MEETING**

**RESOLUTION TO UPDATE THE CONFLICT OF INTEREST CODE TO AMEND THE LIST OF
POSITIONS REQUIRED TO FILE DISCLOSURES AND TO ADOPT AN UPDATED DEFINITION OF
CATEGORY 1 DISCLOSURE**

Commissioner Humphrey made a motion to approve the resolution amending the Conflict of interest Code to expand the list of positions required to file disclosures and to update the definition of Category 1 disclosures. The motion was seconded by Commissioner Millhouse and passed unanimously.

REGULAR MEETING

Public Comments for those items not listed in this agenda

Ryan Stern, Fillmore & Western Volunteer. Last month the issue with Fillmore and Western and VCTC mediation was raised and it was suggested that those who were interested in why it failed should have a conversation with Fillmore & Western as they are the party who would not agree to the terms. According to Fillmore & Western the solution was very one sided and VCTC is no longer paying for maintenance or trying to resolve this and is not communicating with Fillmore & Western at all.

VCTC General Counsel responded, saying the mediators proposal was that of a retired appellate court judge. Both sides had input and the judge made an independent decision. VCTC provided extensive notice that they would not be paying Fillmore & Western for maintenance because VCTC has taken over the maintenance. VCTC is indeed trying to move this issue forward.

Fran Farina, District Representative for Senator Hannah-Beth Jackson, presented a certificate of recognition for the new Rincon bike trail and freeway widening as a safe place for all modes of transportation.

CALTRANS REPORT

Elaheh Yadegar

The ribbon cutting event for the La Conchita underpass and Rincon Bike path was a huge success with great attendance and weather.

There is currently a total of \$254 million projects under construction in Ventura County

COMMISSIONERS REPORTS

Commissioner McDonald – on Wednesday Camarillo kicked off it's free shopping trolley from the Train station to outlets.

Commissioner Humphrey – As we each meet with Darren individually, please think about what you will share with him. We need to be relevant. We impact lives. Think forward – Don't be constricted by resources. Dream Big – We need to remember those who are no longer here and fulfill their original dreams.

Commissioner Morehouse - SCAG will hold a workshop on AB 32 cap and trade program distribution for sustainable communities and transportation on Oct 27th from 1 - 4 pm. In Ventura County 4 active transportation program projects were selected in Simi Valley, Oxnard, Santa Paula and Ventura.

The Draft CEQA guidelines program comment period has been extended to November 21.

EXECUTIVE DIRECTOR REPORT -

Meeting with California Deputy Secretary of Transportation for Rail Programs – On Monday of this week I met with California State Transportation Agency Deputy Secretary Chad Edison to discuss a variety of rail related issues of interest to VCTC. Deputy Secretary Edison is responsible for rail programs at the statewide level and can influence decisions that directly affect Ventura County including “commute friendly” Amtrak Pacific Surfliner service to Santa Barbara and Goleta and continuing the Rail to Rail program which allows Metrolink Ventura County Line ticket holders to use the Pacific Surfliner in addition to the Metrolink trains. We also discussed future State support for funding from the State Interregional Transportation Improvement Program (ITIP) rail program or High Speed Rail connectivity program for investments on the Coast mainline to include extending existing rail sidings or adding sidings which could allow for additional passenger rail service.

Teen Council VISTA Bus Art - VCTC has been selected as an honoree of the Ventura County Arts Council for its Teen Council VISTA Bus Art Contest. The Council and Staff will be presented with the Art Star Award for Public Agency at a recognition dinner on October 15th.

Rideshare Week 2014 - Rideshare Week 2014 begins on Monday October 6 and runs through Friday October 10th. VCTC and our co-sponsor, the Ventura County Air Pollution Control District, are encouraging employees throughout the County to “Join a new social network...Rideshare!” Participating employees can win one of the many prizes available this year, from a \$5.00 Starbucks gift card to a new iPad. The five employers with the highest percentage of pledges will also receive special prizes. We encourage everyone over the age of 18 that works in Ventura County to fill out a printed pledge card available from their employer or to visit www.GoVenturaRideshare.org to pledge online. All Pledge cards are due to VCTC by October 17, 2014.

Oxnard Harbor District Joint Meeting – The November Commission meeting will be a joint meeting hosted by the Oxnard Harbor District, with a tour of the Port following the meeting. The meeting is scheduled for Friday, November 7 at the regular start time of 9 AM.

ADDITIONS/REVISIONS – *There will be no closed session today.*

CONSENT CALENDAR –

Commissioner McDonald recused herself from any discussion or vote regarding Item 8k on the Consent Calendar

Commissioner Millhouse made a motion to approve all items except Item #8k as recommended by staff. Commissioner Sojka seconded the motion which passed unanimously.

8A. APPROVE SUMMARY FROM SEPTEMBER 12, 2014 VCTC MEETING – *Approve*

8B. JULY 2014 MONTHLY BUDGET REPORT – *Receive and File*

8C. AUGUST 2014 MONTHLY BUDGET REPORT – *Receive and File*

8D. PASSENGER RAIL UPDATE - *Receive and File*

8E. LEGISLATIVE UPDATE - *Receive and File*

8F. CALL FOR PROJECTS FOR FTA SECTION 5307 (JOBS ACCESS AND REVERSE COMMUTE) AND SECTION 5310 (SENIORS AND DISABLED) GRANT FUND

- *Authorize calls for projects for FTA Section 5307 Jobs Access and Reverse Commute (JARC) and Section 5310 (Seniors and Disabled) funds, including carryover Section 5310 from FY 13/14.*
- *Approve criteria for JARC and Section 5310 project selection*

8G. REVISION TO SIMI VALLEY CMAQ FUNDS - *Approve shift of \$463,957 in Congestion Mitigation and Air Quality (CMAQ) funds from the West Los Angeles Avenue Improvement Project to the West Los Angeles Avenue Widening in Simi Valley.*

8H. AMENDMENT TO LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY JOINT POWERS AGREEMENT - *Approve the proposed amendment to the 2013 Amendment to the Joint Powers Agreement Concerning the Los Angeles-San Diego-San Luis Obispo Corridor Rail Agency to ensure that the official agency name is correctly stated as the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency throughout the document.*

8I. COMMUTER SERVICES QUARTERLY REPORT - *Receive and File*

8J. AMENDMENT TO NELSON/NYGAARD CONSULTANT SERVICE AGREEMENT SCOPE OF WORK AND CONTRACTUAL BUDGET FOR SHORT RANGE TRANSIT PLAN - *Approve amendment to Nelson/Nygaard Consultant service contract, expanding the Scope of Work for Professional Services not to exceed \$5,000.*

8K. VCTC OFFICE BUILDING PROJECT MANAGEMENT

Commissioner Sojka made a motion to authorize the Executive Director to negotiate Cooperative Agreement with County of Ventura Public Works Agency Engineering Services Division to provide Project Management professional services to serve as VCTC Project Manager/representative for building renovation/reconstruction. The motion was seconded by Commissioner Millhouse and passed with Commissioner McDonald abstaining.

9. FISCAL YEAR 2014/15 TRANSIT PROGRAM OF PROJECTS (POP)–PUBLIC HEARING
There were no speakers for the Public Hearing

Commissioner McDonald made a motion to close the public hearing and adopt the final Program of Projects approving the projects to receive Federal Transit Administration funds for all areas of Ventura County in FY 2014/15. The motion was seconded by Commissioner MacDonald and passed unanimously.

10. HERITAGE VALLEY TRANSIT SERVICE CONTRACTOR SELECTION

An updated staff report states that the Heritage Valley Policy Advisory Committee (HPVAC) recommends that best and final offers be requested of the two highest scoring proposers, MV Transportation and Fillmore Area Transit Corporation. To accommodate this additional step, the HPVAC also recommends that the Commission authorize the Executive Director to negotiate and for the VCTC Chair to execute an extension amendment to the current agreement for a period of not less than 90 days in a form and substance approved by the VCTC legal counsel.

The original recommended action brought before the HPVAC was to authorize the VCTC Chair to execute the five-year contract with MV Transportation in an amount not to exceed \$12 million.

Speakers

Chap Morris Jr. FATCO, appreciates being given the opportunity to submit a best and final offer. FATCO has been a huge community supporter since the early 70's. When the City of Fillmore was going to lose their gas tax FATCO arranged for a van and volunteers to provide transportation. Their prices have stayed below the norm because they care about the community. Many costs are not seen by their proposal. They anticipate needing 3 or 4 buses to handle the transition from Dial A Ride to fixed route.

Ron De Blauw, running for State Assembly – Look at the economic impact and human effect. Jobs need to stay in California.

Joe Escobedo, MV Transportation – MV is both a local and a national company with more than 200 contracts, 50% of which are in the State of California. MV was not notified of the opportunity for a best and final offer. MV submitted it's best and final offer with the original proposal. It is unfair to allow that opportunity at this point. MV intends to offer jobs to the current FATCO employees and has completed over 150 transitions. He gave his assurance that this transition will go smoothly.

Commissioner Millhouse made a motion to authorize the VCTC Chair to execute the five-year contract with MV Transportation, Inc. in an amount not to exceed \$12,000,000 and authorize the Executive Director to negotiate all remaining terms of the contract for the transit services in a form and substance approved by VCTC legal counsel. Commissioner Humphrey seconded the motion which passed by the following roll call vote:

Yes: Commissioners Millhouse, Sojka, Zaragoza, Parks, Humphrey, Bennett, Morehouse, Sharkey, Bill-de la Peña

No: Commissioners McDonald, MacDonald, Minjares, White, Fernandez

Abstain: None

Absent: Commissioners Foy, Clapp, Long

11. VCTC GENERAL COUNSEL'S REPORT – There was no report from Counsel

12. AGENCY REPORTS

Commissioner Morehouse reported that SCAG has hired Joseph Briglio from City of Ventura to work in the Ventura Office, replacing the retired John Procter.

13. CLOSED SESSION -

**14. ADJOURN to 9:00 a.m. Friday, November 7, 2014
JOINT MEETING WITH Oxnard Harbor District**

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Item # 8B

November 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: MONTHLY BUDGET REPORT

RECOMMENDATION:

- Receive and file the monthly budget report for September 2014

BACKGROUND:

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

The September 30, 2014 budget reports indicate that revenues were approximately 10.68% of the adopted budget while expenditures were approximately 13.7% of the adopted budget. The revenues and expenditures are as expected. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on a percentage or monthly basis.

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

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

The deferred revenue item is larger than normal due to Proposition 1B funds received in earlier fiscal Years for buses for the VCTC Intercity Services and Heritage Valley Transit as well as Metrolink Capital projects. These funds will be realized as the projects move forward in Fiscal Year 2014/2015.

**VENTURA COUNTY TRANSPORTATION COMMISSION
BALANCE SHEET
AS OF SEPTEMBER 30, 2014**

ASSETS

Assets:

Cash and Investments - Wells Fargo Bank	\$13,438,875
Cash and Investments - County Treasury	23,062,050
Petty Cash	50
Receivables/Due from other funds	1,355,455
Prepaid Expenditures	359,401
Deposits	15,835
Capital Assets, undepreciated	25,885,133
Capital Assets, depreciated, net	<u>24,533,736</u>

Total Assets: **\$88,650,535**

LIABILITIES AND FUND BALANCE

Liabilities:

Accrued Expenses/Due to other funds	\$ 1,048,257
Deferred Revenue	9,625,925
Deposits	<u>400</u>

Total Liabilities: **\$10,674,582**

Net Position:

Invested in Capital Assets	\$50,418,869
Fund Balance	<u>27,557,084</u>

Total Net Position **\$77,975,953**

Total Liabilities and Fund Balance: **\$88,650,535**

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE THREE MONTHS ENDING SEPTEMBER 30, 2014**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Revenues								
Federal Revenues	\$ 1,627,435	\$ 0	\$ 0	\$ 0	\$ 1,627,435	\$ 12,835,091	(11,207,656)	12.68
State Revenues	47,002	3,144,611	0	68,868	3,260,481	44,829,553	(41,569,072)	7.27
Local Revenues	1,751,747	0	0	523	1,752,270	4,419,529	(2,667,259)	39.65
Other Revenues	7	0	0	0	7	0	7	0.00
Interest	621	0	0	18	639	105,000	(104,361)	0.61
Total Revenues	3,426,812	3,144,611	0	69,409	6,640,832	62,189,173	(55,548,341)	10.68
Expenditures								
Administration								
Personnel Expenditures	568,271	0	0	0	568,271	2,663,500	(2,095,229)	21.34
Legal Services	1,151	0	0	0	1,151	25,900	(24,749)	4.44
Professional Services	9,416	0	0	0	9,416	107,600	(98,184)	8.75
Office Leases	40,246	0	0	0	40,246	149,200	(108,954)	26.97
Office Expenditures	26,996	0	0	0	26,996	320,800	(293,804)	8.42
Total Administration	646,080	0	0	0	646,080	3,267,000	(2,620,920)	19.78
Programs and Projects								
Transit & Transportation Program								
Senior-Disabled Transportation	25,586	0	0	0	25,586	140,925	(115,339)	18.16
Go Ventura Smartcard	27,858	0	0	0	27,858	248,500	(220,642)	11.21
Fare Collection APC Systems	7	0	0	0	7	538,753	(538,746)	0.00
VCTC Intercity Bus Service	1,926,078	0	0	0	1,926,078	16,956,072	(15,029,994)	11.36
HVT Bus Contract Services	631,075	0	0	0	631,075	3,638,500	(3,007,425)	17.34
Nextbus	151,394	0	0	0	151,394	520,906	(369,512)	29.06
Transit Grant Administration	10,731	0	0	0	10,731	6,156,431	(6,145,700)	0.17
Total Transit & Transportation	2,772,729	0	0	0	2,772,729	28,200,087	(25,427,358)	9.83

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Highway Program								
Congestion Management Program	0	0	0	0	0	35,000	(35,000)	0.00
Motorist Aid Call Box System	0	0	0	45,474	45,474	440,500	(395,026)	10.32
SpeedInfo Highway Speed Sensor	0	0	0	11,900	11,900	144,000	(132,100)	8.26
Total Highway	0	0	0	57,374	57,374	619,500	(562,126)	9.26
Rail Program								
Metrolink & Commuter Rail	1,323,614	0	0	0	1,323,614	3,537,922	(2,214,308)	37.41
LOSSAN & Coastal Rail	31,580	0	0	0	31,580	36,600	(5,020)	86.28
Santa Paula Branch Line	65,947	0	0	0	65,947	769,356	(703,409)	8.57
Total Rail	1,421,141	0	0	0	1,421,141	4,343,878	(2,922,737)	32.72
Commuter Assistance Program								
Transit Information Center	7,335	0	0	0	7,335	45,500	(38,165)	16.12
Rideshare Programs	2,824	0	0	0	2,824	70,400	(67,576)	4.01
Total Commuter Assistance	10,159	0	0	0	10,159	115,900	(105,741)	8.77
Planning & Programming								
Transportation Development Act	236	4,089,283	0	0	4,089,519	28,554,937	(24,465,418)	14.32
Transportation Improvement Program	958	0	0	0	958	292,520	(291,562)	0.33
Regional Transportation Planning	18,486	0	0	0	18,486	342,000	(323,514)	5.41
Airport Land Use Commission	287	0	0	0	287	113,967	(113,680)	0.25
Regional Transit Planning	18,024	0	0	0	18,024	168,348	(150,324)	10.71
Freight Movement	0	0	0	0	0	12,500	(12,500)	0.00
Total Planning & Programming	37,991	4,089,283	0	0	4,127,274	29,484,272	(25,356,998)	14.00
General Government								
Community Outreach & Marketing	101,392	0	0	0	101,392	735,400	(634,008)	13.79
State & Federal Relations	24,834	0	0	0	24,834	86,200	(61,366)	28.81
Management & Administration	5,877	0	0	0	5,877	77,100	(71,223)	7.62
Total General Government	132,103	0	0	0	132,103	898,700	(766,597)	14.70
Total Expenditures	5,020,203	4,089,283	0	57,374	9,166,860	66,929,337	(57,762,477)	13.70

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)
Revenues over (under) expenditures	(1,593,391)	(944,672)	0	12,035	(2,526,028)	(4,740,164)	2,214,136
Other Financing Sources							
Transfers Into GF from LTF	2,817,017	0	0	0	2,817,017	3,116,035	(299,018)
Transfers Into GF from STA	1,484,470	0	0	0	1,484,470	7,748,910	(6,264,440)
Transfers Into GF from SAFE	3,700	0	0	0	3,700	42,600	(38,900)
Transfers Out of LTF into GF	0	(2,817,017)	0	0	(2,817,017)	(2,817,017)	0
Transfers Out of STA into GF	0	0	(1,484,470)	0	(1,484,470)	(7,748,910)	6,264,440
Transfers Out of SAFE into GF	0	0	0	(3,700)	(3,700)	(42,600)	38,900
Total Other Financing Sources	4,305,187	(2,817,017)	(1,484,470)	(3,700)	0	299,018	(299,018)
Net Change in Fund Balances	2,711,796	(3,761,689)	(1,484,470)	8,335	(2,526,028)	(4,441,146)	1,915,118
Beginning Fund Balance	1,493,411	11,255,387	13,535,597	3,798,717	30,083,112	20,859,960	9,223,152
Ending Fund Balance	<u>\$ 4,205,207</u>	<u>\$7,493,698</u>	<u>\$12,051,127</u>	<u>\$3,807,052</u>	<u>\$27,557,084</u>	<u>\$16,418,814</u>	<u>\$11,138,270</u>

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF SEPTEMBER 30, 2014**

As stated in the Commission's investment policy, the Commission's investment objectives are safety, liquidity, diversification, return on investment, prudence and public trust with the foremost objective being safety. VCTC has the ability to meet its expenditure requirements, at a minimum, for the next six months. Below is a summary of the Commission's investments that are in compliance with the Commission's investment policy and applicable bond documents.

Institution	Investment Type	Maturity Date	Interest to Date	Rate	Balance
Wells Fargo – Checking	Government Checking	N/A	\$638.34	0.02%	\$13,438,875.35
County of Ventura	Treasury Pool	N/A	\$0.00	0.00%	\$23,107,061.90
Total			\$ 415.56		\$36,545,937.25

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

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

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

For Management Reporting Purposes Only



Item #8C

November 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: ELLEN TALBO, PROGRAM ANALYST

SUBJECT: PASSENGER RAIL UPDATE

RECOMMENDATION:

- Receive and file.

BACKGROUND:

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

DISCUSSION:

Ridership & On-Time Performance (OTP)

Metrolink

During the month of September, ridership on the Ventura County Line averaged 3,808 total boardings per weekday (inbound and outbound) indicating a 10.8% increase from the previous month of August 2014, and a 6.1% increase from the same month last year. Monthly ridership statistics for the month of September 2014 and a quarterly comparison of year over year performance are provided in the attachment for reference.

During the quarter of July-September 2014, ridership at the Ventura County stations averaged roughly 45% of the Ventura County Line indicating an increase of approximately 1% from the previous quarter in 2014, and a decrease of approximately 5% from the previous quarter last year.

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

September:	95.1%
October:	91.5%

Amtrak ridership at the Ventura County stations experienced more notable increases, experiencing a 1.3% increase in average daily boardings (on and off) from August to September 2014, and an approximate 37% increase in boardings (on and off) from September 2013 to September 2014. Average daily boardings include weekends and holidays.

Board & TAC Updates

Metrolink

In response to the Member Agencies' request, Metrolink will produce a draft fiscal year 2016 budget early, in January 2015. This will allow Member Agencies to better plan their own budgets knowing what the Authority's budget component will be. Metrolink also will produce a three-year budget this season. This was also in response to the Member Agencies' request for the ability to have longer range financial planning.

Efforts to undertake some short-term enhancements to the Metrolink ticket vending machines (TVMs) fleet begun in September, which has involved replacement of the central processing units (CPUs), power supplies, and other back office improvements. Metrolink staff continues to pursue mobile ticketing and may consider reducing the number of TVMs throughout the system once mobile ticketing rolls out. Metrolink is aiming to launch a mobile ticket pilot program along the San Bernadino line in early 2015.

LOSSAN

During October 2014, LOSSAN staff continued its legislative efforts with particular focus on the proposed Passenger Rail Reform and Investment Act of 2014 (PRRIA). LOSSAN staff participated in collaborative lobbying and letter-writing efforts with the San Joaquin and Capitol Corridor stakeholders that will be sent to members of the House Transportation and Infrastructure Committee on behalf of California's existing and emerging intercity passenger rail corridors. The letter advocates for the specific needs of Amtrak's state-supported routes, including the Pacific Surfliner.

The LOSSAN TAC and Board continues to prepare its Business Plan for draft release by early 2015. VCTC staff is working with the Riverside County Transportation Commission, Santa Barbara County Association of Governments, and San Luis Obispo Council of Governments to develop a chapter for the business plan on future emergent corridors that would share connectivity with the LOSSAN corridor.

September 2014 Metrolink Ridership

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)
 SEPTEMBER 2014 v. AUGUST 2014 (MONTH OVER MONTH)

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
Sep-14	3,803	42,034	188
Aug-14	3,431	39,617	175
Change	10.8%	6.1%	7.4%

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

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
Sep-14	3,803	42,034	188
Sep-13	3,773	41,677	231
Change	0.80%	0.86%	-18.6%

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

MO/YR	Ventura County Line	VC County Portion	System Grand Total	Average Daily Metrolink Monthly Passholders on Amtrak
Sep-14	3,803	1,968	42,034	188
Sep-13	3,773	1,976	41,677	231
Sep-12	3,880	2,046	43,135	175
Sep-11	4,066	1,984	42,007	276
Sep-10	3,600	2,076	39,068	285
Sep-09	3,803	1,968	42,034	188

VENTURA COUNTY LINE STATION COMPARISON OF AVERAGE MONTHLY BOARDINGS (ON and OFF) –JULY to SEPTEMBER 2014 (FY 15 Q1)												
	FY Q1				FY 14 Q1				Year Over Year Performance			
STATION	Jul-14	Aug-14	Sep-14	Q1 AVG	Jul-13	Aug-13	Sep-13	Q1 AVG	Jul	Aug	Sep	Q1 AVG
BURBANK	812	804	852	822	900	893	926	906	-9.8%	-10.0%	-8.0%	-9.3%
BURBANK AIRPORT	214	216	220	217	235	224	234	231	-9.2%	-3.4%	-5.8%	-6.1%
CAMARILLO	106	107	123	112	114	112	128	118	-6.4%	-4.6%	-3.6%	-4.9%
CHATSWORTH	346	347	353	349	324	333	339	332	7.0%	4.5%	4.0%	5.1%
EAST VENTURA	39	43	44	42	45	49	53	49	-13.3%	-13.2%	-16.7%	-14.4%
GLENDALE	617	606	639	621	632	627	657	638	-2.3%	-3.2%	-2.8%	-2.8%
LA UNION	12,477	12,380	12,453	12,436	12,631	12,397	12,635	12,554	-1.2%	-0.1%	-1.4%	-0.9%
MOORPARK	228	214	225	222	226	232	256	238	0.7%	-7.8%	-11.9%	-6.4%
NORTHRIDGE	312	331	421	355	325	339	433	366	-4.2%	-2.3%	-2.7%	-3.1%
OXNARD	85	92	103	93	79	81	94	85	7.5%	13.5%	10.0%	10.3%
SIMI VALLEY	427	386	397	403	384	380	391	385	11.2%	1.6%	1.4%	4.7%
VAN NUYS	177	177	180	178	175	167	185	176	1.4%	6.1%	-2.6%	1.6%

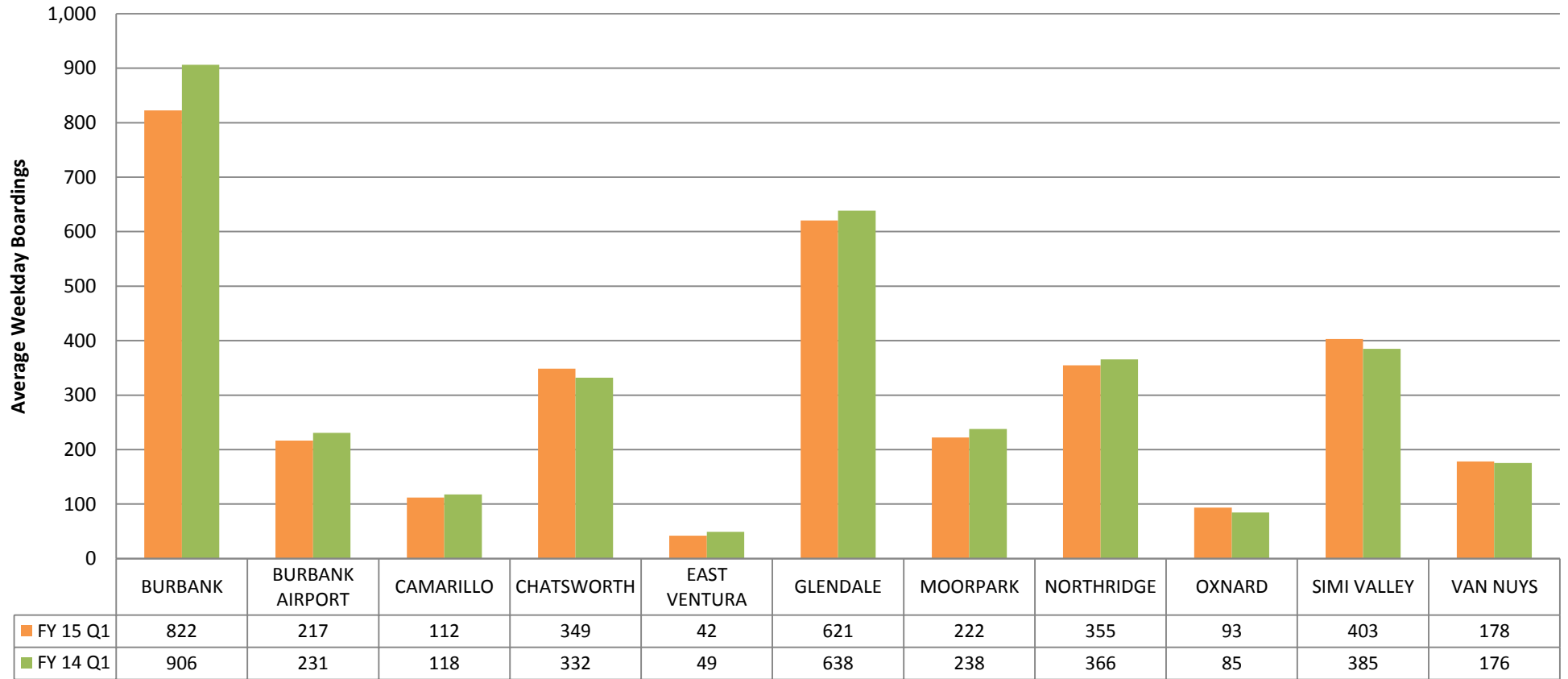
Notes:

Ridership estimates are based on ticket sales by origin station and do not reflect returns from corporate consignment sales.

Station boardings do not sum to total system ridership because: Ridership estimates do not reflect transfers

Ridership from tickets and passes without a defined destination station is counted at the origin station only.

Quarterly Station Boarding Comparison - Year Over Year Performance (Jul-Sep)





Item #8D

November 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: PETER DE HAAN, DIRECTOR OF PROGRAMING
SUBJECT: LEGISLATIVE UPDATE

RECOMMENDATION:

- Receive and file.

BACKGROUND:

State Issues

The attached matrix provides the status of bills being tracked by the Commission. The Governor has now signed all the bills that were reported last month as awaiting signature.

VENTURA COUNTY TRANSPORTATION COMMISSION STATE LEGISLATIVE MATRIX BILL SUMMARY October 1, 2014			
BILL/AUTHOR	SUBJECT	POSITION	STATUS
AB 1720 Bloom	Extends by one year the existing exemption for bus axle weights heavier than allowed in the Vehicle Code.	Support	Signed by Governor.
SB 785 Wolk	Broadens the design-build contracting authority, with county transportation commission included.	Support	Signed by Governor.
SB 1228 Huseo	Extends the Proposition 1B Trade Corridor program and includes land ports of entry improvements as eligible projects.	Support in Concept	Signed by Governor.
SB 1433 Hill	Broadens the design-build contracting authority, with county transportation commission included.	Support	Signed by Governor.



Item #8E

November 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
STEPHANIE YOUNG, PROGRAM ANALYST**

SUBJECT: APPROVE MINI CALL-FOR-PROJECTS FOR CONGESTION MITIGATION AND AIR QUALITY (CMAQ) FUNDS

RECOMMENDATION:

- Approve attached guidelines for a new mini-call for projects to program CMAQ funds anticipated during Fiscal Year (FY) 2014/15.
- Approve mini-call for projects schedule contained in the agenda item.
- Reserve \$443,000 for Regional Ridesharing and \$500,000 for VCTC Transit Marketing, subject to further Board approval of these projects.

BACKGROUND:

This past July Congress approved an extension of federal transportation programs, as authorized in the Moving Ahead for Progress in the 21st Century (MAP-21) Act, through May 31, 2015. This extension of MAP-21 provides programming capacity for VCTC to approve additional projects for the CMAQ program, which provides funds for transportation improvements that address air quality. Staff therefore recommends that the Commission move forward with a CMAQ call for projects. Funds anticipated to be available in the call for projects include VCTC's estimated Fiscal Year (FY) 2014/15 apportionment of \$8,322,000 as well as \$5,048,000 of prior year carryover, for a total of \$13,370,000. In addition, to avoid another CMAQ call for projects next year, staff expects to use this call for projects to establish a shelf list to be used for programming FY 2015/16 funds when they are authorized. As part of the selection of projects for funding, staff anticipates recommending for approval a shelf list along with guidelines describing when projects on the shelf list can receive funds.

The Comprehensive Transportation Plan adopted in September, 2013 established funding levels for various modes, providing half of the anticipated CMAQ funds to transit and the other half to bicycle and pedestrian projects. Therefore, this call for projects is proposed to provide half of the available funds, or \$6,685,000, to transit projects, and the other half to non-transit projects, with separate criteria proposed for each of the two categories. The non-transit CMAQ category will include bicycle and pedestrian projects as well as other highway-related CMAQ-eligible projects, such as ridesharing and traffic flow improvements, although historically most of the Ventura County non-transit CMAQ projects have been in the bicycle and pedestrian categories. By comparison, the Ventura County share of the recent Active Transportation Program (ATP) funding cycle was \$3,331,000, so by conducting a call for projects with \$6,685,000 million available for non-transit projects, VCTC will significantly increase beyond the ATP the funds going to active transportation, even if some of the funds go to other CMAQ-eligible road uses.

The attachment provides the proposed Mini-Call for projects guidelines for the Commission's review and approval. These guidelines were reviewed and approved by TRANSCOM and TTAC at their October meetings, and the changes suggested by the Committees have been incorporated and are recommended by staff. The Transit and Non-Transit Scoring Criteria each include eight categories in which projects can receive points. The categories provide more points to projects that have the greatest impact on lowering vehicle emissions and increasing mobility and transit capacity. Based on the discussion at TRANSCOM, more weight was given to the Mobility category and less was given to the Funding Leverage category in the Transit Scoring Criteria. Based on the TTAC discussion, the amount of matching funds required to obtain Funding Leverage Points was lowered in the Non-Transit Scoring Criteria. The Transit Scoring Criteria include 10 possible points to be assigned to bus replacement projects included in the replacement schedule being developed by VCTC as part of the Short-Range Transit Plan.

The following is the proposed schedule for the CMAQ call for projects. Since the transit guidelines include points for bus replacement projects included in the SRTP, it is possible that the transit portion of the project selection process could be delayed based on the timing of the SRTP. However, all applications will be due on January 15, 2015, regardless of the status of the SRTP.

Commission Approval of Call Process: November 7, 2014
Notification of Funding Availability: November 10, 2014
Applications Due to VCTC: January 15, 2015
Task Force Approval of Projects: week of January 26th
TRANSCOM Approval of Transit List: February 12th
TTAC Approval of Non-Transit List: February 19th
VCTC Approval to Projects: March 6th
Approval of Amendment to Federal Transportation Improvement Program: May, 2015

For many years VCTC has funded its Regional Ridesharing and Transit Marketing activities using CMAQ funds. For the current funding cycle staff is recommending that the Commission reserve \$443,000 for Regional Ridesharing and \$500,000 for Transit Marketing, the same funding level as in past years, in view of the clear regional priority of these projects and the high ranking they have always received in past calls for projects. TTAC and TRANSCOM did not have a problem with the recommendation but requested further information on the performance and operation of the two programs, so staff recommends the funds be reserved but subject to future Commission approval following the planned Committee evaluation. Reserving \$443,000 for Regional Ridesharing will leave \$6,242,000 of CMAQ available for non-transit projects, while reserving \$500,000 for Transit Marketing will leave \$6,185,000 for transit projects.

**CMAQ
PROJECT SELECTION GUIDELINES
FOR VENTURA COUNTY**

Congestion Mitigation and Air Quality (CMAQ) funds are used for projects which mitigate congestion and reduce vehicle emissions. A list of eligible projects can be found at the end of these guidelines. Types of eligible projects are as follows:

- Clean Fuel Bus Fleets and Support Equipment
- Improved Public Transit/Ridesharing
- Bicycle/Pedestrian Improvements
- Clean Fuel Fleet Subsidy Programs
- Other Projects that meet the screening criteria

Applications will be evaluated according to screening and selection criteria. **Screening Criteria** will be used to determine if a proposed project is an eligible candidate. Projects which do not satisfy all of the screening criteria will not be evaluated any further. Second, **Selection Criteria** will be used to evaluate the relative merits of each project to determine what its score/priority ranking should be. Based on the Comprehensive Transportation Plan, half of the CMAQ funds will go toward transit projects and half will go to non-transit projects. Transit and non-transit projects will be subject to separate selection criteria and will be scored separately.

Screening Criteria

The screening criteria are divided into three categories. Proposed projects must meet **all** of these screening criteria in order to move to the next phase of the process.

1. Project Eligibility

- A. Proposed project is eligible for CMAQ funds per guidelines in the Federal Register Vol. 73, No. 203.
- B. Project applicant is a city, the County, a transit operator, or other public transportation agency, or a non-profit organization capable of funding and delivering the project, or is a private/public partnership (possibly with some private funding) subject to approval of FHWA and FTA.
- C. Proposed project measurably improves air quality.

2. Planning Consistency

- A. Project is consistent with the goals and policies of the adopted RTP (i.e. SCAG's 2012-2035 RTP/SCS).
- B. Project is consistent with the most-recently adopted general plan(s).
- C. Project is consistent with the most-recently adopted District Air Quality Management Plan.
- D. Transit improvement projects must be consistent with the policies and standards in the adopted Congestion Management Program or included on the Replacement Bus Schedule of the Short Range Transit Plan.

3. Financial Feasibility

- A. Recipient of funds must have the financial capacity to complete, operate and maintain the project.
- B. Funds required from other sources (for local match) must be reasonably expected to be available.
- C. Project can be implemented within Federal delivery requirements.
- D. Agency must provide 11.47% minimum local match. VCTC will allow use of Toll Credits to provide 100% of construction funds if an equivalent amount of non-federal funds are used for prior project phases.

Selection Criteria for Transit Projects

There are eight selection criteria to be used to evaluate projects which have been found to meet the above screening criteria. Each of the criteria has a specific number of points assigned to them; these are maximums and as such 100 points represents a "perfect score" for any project. Projects will be evaluated against each criterion to determine the degree to which they accomplish the stated goal or purpose.

- A. Increase capacity and/or ridership. (0 to 25 points)**
 - Project significantly increases capacity of transit system and/or increases transit ridership Up to 25 points
 - Project does not increase capacity or ridership 0 points
- B. Improve air quality. (Based on consultation with APCD staff.) (0 to 15 points)**
 - Reduction in vehicle emissions Up to 15 points
 - No reduction in vehicle emissions 0 points
- C. Funding Leverage. (0 to 10 points)**
 - Applicant provides at least 50% matching funds 10 points
 - Applicant provides at least 20% matching funds 5 points
 - Applicant does not provide at least 20% match 0 points
- D. Inclusion in the VCTC Short Range Transportation Plan. (10 points)**
 - Project is included in the bus replacement schedule of the SRTP Up to 10 points
 - Project is not included in the bus replacement schedule of the SRTP 0 points
- E. Priority Project. (10 points)**
 - Applicant ranks project as its top priority in the Transit category. Only one project can receive these points in the transit criteria from each applicant. 10 points
 - Project is not the top priority project for the City or Agency 0 points
- F. Project Readiness (10 points)**
 - Project is eligible for federal Categorical Exclusion (CE) or has FTA environmental approval 10 points
 - Project is not eligible for federal CE or does not have FTA environmental approval 0 points
- G. Safety and Security (0 to 10 points)**
 - Project increases safety and security Up to 10 points
 - Project does not increase safety and security 0 points

H. Cost Effectiveness (0 to 10 points)

- Cost effective as calculated by VCTC staff in consultation with APCD staff according to the "Methods to Find the Cost-Effectiveness of Funding Air Quality Projects" released by the California Air Resources Board (May 2005). Up to 10 points
- Low cost effectiveness. 0 points

Selection Criteria for Non-Transit Projects

There are eight selection criteria to be used to evaluate projects which have been found to meet the above screening criteria. Each of the criteria has a specific number of points assigned to them; these are maximums and as such 100 points represents a "perfect score" for any project. Projects will be evaluated against each criterion to determine the degree to which they accomplish the stated goal or purpose.

A. Improve mobility. (0 to 20 points)

- Project improves mobility Up to 20 points
- Project does not improve mobility 0 points

B. Improve air quality. (Based on consultation with APCD staff.) (0 to 15 points)

- Reduction in vehicle emissions Up to 15 points
- No reduction in vehicle emissions 0 points

C. Has multi-modal or HOV elements. (0 to 10 points)

- Project improves coordination between, and access to, more than one mode of travel or HOV Up to 10 points
- Project provides no improvement to coordination between, and access to, more than one mode of travel or HOV 0 points

D. Funding Leverage. (0 to 15 points)

- Applicant requests CMAQ for 70% of total project cost 15 points
- Applicant requests CMAQ for 75% of total project cost 10 points
- Applicant requests CMAQ for more than 75% of total project cost 0 points

E. Priority Project. (10 points)

- Applicant ranks project as its top priority in the Non-transit category. Only one project can receive these points in the non-transit criteria from each applicant. 10 points
- Project is not the top priority project for the City or Agency 0 points

F. Project Readiness (0 to 10 points)

- Funding is requested for a cost increase to a project programmed in a prior Call for Projects and the project has approved Environmental Clearance, and completed PS&E 10 points
- Funding is requested for a cost increase to a project programmed in a prior Call for Projects and the project has approved Environmental Clearance. 5 points
- Project has not previously been programmed in a Call for Projects. 0 points

G. Safety and Security (0 to 10 points)

- Project increases safety and security Up to 10 points
- Project does not increase safety and security 0 points

H. Cost Effectiveness (0 to 10 points)

- Cost effective as calculated by VCTC staff in consultation with APCD staff according to the “Methods to Find the Cost-Effectiveness of Funding Air Quality Projects” released by the California Air Resources Board (May 2005). Up to 10 points
- Low cost effectiveness. 0 points

PROJECTS ELIGIBLE FOR CMAQ FUNDING

Congestion Management and Air Quality (CMAQ) program funds can be used to fund projects expected to result in tangible reductions in CO and ozone precursor emissions, and under certain conditions PM-10 pollution. Eligible activities include:

Transportation Control Measures: TCMs are likely to be eligible, however the air quality benefits must be determined and documented before a project can be considered eligible. Two TCMs specifically excluded by legislation from CMAQ eligibility are reduction of emissions from extreme cold-start conditions and programs to encourage removal of pre-1980 vehicles. (TCMs are listed on Attachment.)

Transportation Activities in an Approved State Implementation Plan: Transportation activities in approved SIPs are likely to be eligible activities. The activity must contribute to the specific emission reductions necessary to bring an area into attainment.

Transit Projects: In general, CMAQ eligibility is determined on the basis of whether or not the project represents an expansion or enhancement of transit service. Eligible capital projects include new stations, transit centers, and preferential bus/HOV treatment on existing roads; new park-and-ride facilities adjacent to transit stops; and major new fixed-guide way and bus/HOV facilities and extensions; new alternative-fueled transit buses, vans, locomotives and rail cars; and operating subsidies for 3-year demonstrations of new service.

Alternative Fuels: Conversion or replacement of centrally-fueled fleets to alternative fuels is eligible provided that the fleet is publicly owned or leased, and the fleet conversion is in response to a specific requirement in the Clean Air Act or is specifically identified in the State Implementation Plan.

Bicycle and Pedestrian Program: Include eligible projects are construction of bicycle and pedestrian facilities, non-construction projects related to safe bicycle use, and establishment and funding of State bicycle/pedestrian coordinator positions.

Management Systems: Projects required to develop, establish the management systems for traffic congestion, public transportation facilities and equipment, and intermodal transportation facilities and systems, as well as implementation of projects contained in them, are eligible where it can be demonstrated they are likely to contribute to attainment of air quality standards.

Traffic Management/Congestion Relief Strategies: Traffic management and congestion relief strategies for both highways and transit are eligible provided that they can be shown to improve air quality. Projects to modernize traffic signals to improve traffic flow and intelligent transportation systems are included under this category.

Telecommuting: Planning, technical and feasibility studies, training, coordination and promotion for telecommuting are eligible activities under CMAQ. Physical establishment of telecommuting centers, computer and office equipment purchases and related activities are not eligible.

Travel Demand Management: Eligible activities include: market research and planning in support of TDM implementation; capital expenses required to implement TDM measures; operating assistance to administer and manage TDM programs; and marketing and public education efforts to support and bolster TDM measures.

Intermodal Freight: CMAQ funds may be used for improved intermodal freight facilities where air quality benefits can be shown.

Public/Private Initiatives: The CMAQ program may be used to fund projects or programs that are owned, operated or under the primary control of the public sector, including public/private joint ventures. Under TEA-21, non-profit organizations are eligible as direct recipients of CMAQ funds.

Outreach Activities: Outreach activities, such as public education on transportation and air quality, advertising of transportation alternatives to SOV travel, and technical assistance to employers or other outreach activities for an Employee Commute Option program may be funded under the CMAQ program for an indefinite period. Transit “stores” selling fare media and dispensing route and schedule information which occupy leased space are also eligible and are not subject to the 3-year limit.

Fare/Fee Subsidy Program: CMAQ funds may be used for partial user fare or fee subsidies to encourage greater use of alternative travel modes (e.g. carpool, vanpool, transit, bicycling and walking), as part of a comprehensive, targeted program to reduce SOV use. The subsidized fare/fee must be limited to any one entity or location for a period not to exceed 2 years.

Other Projects and Programs: Other transportation projects and programs, even if they are not included under one of the categories above may also be funded under CMAQ. Innovative activities based on promising technologies and feasible approaches to improve air quality will also be considered for funding. Documentation of air quality benefits must be provided.

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Item #8F

November 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: DONNA COLE, CLERK OF THE BOARD
SUBJECT: 2015 VCTC REGULAR MEETING SCHEDULE

RECOMMENDATION:

- Adopt the following schedule of regular monthly VCTC meeting dates for 2015

BACKGROUND:

It is recommended the following meeting date schedule be adopted for 2015. The January, July and September meetings will be held on the second Friday of the month as they conflict with holidays.

VCTC REGULAR MEETING SCHEDULE 2015

- **Jan 9, 2015***
- Feb 6, 2015
- March 6, 2015
- April 3, 2015
- May 1, 2015
- June 5, 2015
- **July 10, 2015***
- **Sept 11, 2015***
- Oct 2, 2015
- Nov 6, 2015
- Dec 4, 2015

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Item # 8G

November 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: REQUEST FOR PROPOSALS FOR PROFESSIONAL AUDITING SERVICES

RECOMMENDATION:

- Authorize staff to release a Request for Proposals (RFP) for Professional Auditing Services for the Ventura County Transportation Commission.

DISCUSSION

In 2010 the Ventura County Transportation Commission (VCTC) entered into a contract with Vavrinek, Trine Day & Co. to perform financial audits for the period of three years with an option for two additional one-year periods. With the completion of the Fiscal Year 2013/2014 audit, the contractual period will expire.

Therefore, VCTC staff is requesting the Commission's authorization to release a Request for Proposals (RFP) for Professional Auditing Services (see separate attachment). The initial term of the contract will be for three years commencing with Fiscal Year 2014/2015 with options for two one-year extensions. Funding for the audit is included in the VCTC budget. Staff plans to bring back a recommendation for an auditing firm at the March 2015 VCTC meeting.

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Item # 8H

November 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: AARON BONFILIO, TRANSIT SERVICES, PROGRAM MANAGER

SUBJECT: VEHICLE LEASE AGREEMENT WITH ROADRUNNER MANAGEMENT SERVICES

RECOMMENDATION:

- Approve the attached Vehicle Lease Agreement with Roadrunner Management Services for the use of the 14 Commission owned MCI Motor Coaches for the period from the acceptance of the vehicles by the Commission, expected in December, 2014, through the end of newly approved transit contract, with an expiration date of May 3, 2024.

DISCUSSION:

As part of the agreement between the Commission and Roadrunner Management Services for transit services between July 1, 2014 and May 3, 2015, the Commission agreed to provide the 14 Commission owned MCI Motor Coaches for the period from the acceptance of the vehicles by the Commission, expected in late November or early December, 2014, through the end of the current transit contract on May 3, 2014. Pursuant to the RFP and contract scope of work, this same arrangement to provide Roadrunner with the buses will remain in effect during the term of the next contract, beginning May 4, 2015.

The recommended lease agreement further specifies regular inspection requirements, maintenance standards, and turnover requirements. As is standard for this type of lease where the agency equipment is leased to the contract operator, the Commission will provide the vehicles for the VCTC Intercity Transit Services for a sum of one dollar per vehicle per year for the period extending from the vehicle acceptance through until the end of the recently approved contract, which extends from May 4, 2015 to May 3, 2024.

A copy of the proposed agreement is provided as a separate attachment.

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Item # 8I

November 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: AARON BONFILIO, TRANSIT SERVICES, PROGRAM MANAGER
SUBJECT: VEHICLE LEASE AGREEMENT WITH FILLMORE AREA TRANSIT CORP.

RECOMMENDATION:

- Approve the attached Vehicle Lease Agreement with Fillmore Area Transit Corp.(FATCO) for the use of the 15 Commission owned transit vehicles for the period from the acceptance of the vehicles by the Commission, expected in December, 2014, through the end of the current transit services contract.

DISCUSSION:

In June 2014 the Commission authorized the purchase of fifteen transit vehicles for the use in the Heritage Valley for the planned transit service to begin January 4, 2015, a combination of fixed route and traditional dial-a-ride. FATCO, the current Dial-a-ride contractor in the Heritage Valley, agreed to assist VCTC with the delivery inspection. In exchange VCTC would provide the vehicles to FATCO to utilize during the short period of time between the delivery, expected to be completed late November / early December, and the end of the current contract. The subsequent contractor, if different, would receive the vehicles.

To formalize this agreement staff recommends the Commission approve the attached vehicle lease agreement. The agreement stipulates the Commission's conditions and requirements for the use, maintenance and turnover of the vehicles. The agreement also includes a credit to FATCO against the vehicle lease charges for the inspection of the vehicles for Commission acceptance.

A copy of the draft agreement is attached.

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Item #8J

November 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
SUBJECT: AGREEMENT WITH CITY OF CAMARILLO TO PERMIT INSTALLATION OF ELECTRIC VEHICLE CHARGING STATION AT CAMARILLO RAIL STATION

RECOMMENDATION:

- Authorize the Executive Director to sign the attached License Agreement with the City of Camarillo to install an Electric Vehicle Charging Station at the Camarillo Rail Station.

BACKGROUND:

The Ventura County Air Pollution Control District has provided funds to the City of Camarillo to install an Electric Vehicle Charging Station at the Camarillo Station. The facility is intended to allow electric vehicle owners to commute from the station while their vehicle is being charged. The Commission provided \$5,000 in matching funds for the project as part of the Fiscal Year 2013/14 Program of Projects. VCTC staff and the City have negotiated the attached License Agreement to permit the City to install the charging station on the VCTC-owned right-of-way at the station. The charger will serve two parking spaces that are located immediately south of the station main entrance from Ventura Boulevard. Users of the charger will not be required to pay for the cost of the power. Under the agreement Camarillo is responsible for purchasing the power and maintaining the charger, as part of its station maintenance and operations which are funded in part by Federal Transit Administration Section 5307 funds provided through VCTC.

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LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into as of November ____, 2014 (the "Effective Date") by and between the Ventura County Transportation Commission ("Licensor"), and the City of Camarillo, California ("Licensee").

1. LICENSE

a) Licensor hereby grants a non-exclusive License to Licensee, subject to all the terms and conditions herein, to use certain of VCTC's property located at the Camarillo Metrolink Station ("the facility") for the installation, operation and maintenance of an Electric Vehicle Charging Station ("EVCS") to serve two designated off-street public parking spaces at the Camarillo Metrolink Station as shown on Attachment A to this License ("the Premises").

b) This License is granted for the sole purpose of authorizing the installation and maintenance of the EVCS at the Premises subject to the terms and conditions of this License Agreement.

Licensee acknowledges that this License grants it the privilege to make improvements to a designated parking space for the purposes stated herein, but does not convey an estate in land or a leasehold interest in that parking space, does not create a VCTC/Lessee relationship, and is not a Lease.

c) The EVCS will be for public use to recharge electric vehicles.

2. FEE

Because Licensee is a public agency, the standard fee payable to Licensor of One-Thousand-Dollars (\$1,000.00) representing the encroachment permit fee by Licensor in connection with said work is waived.

3. TERM

a) The rights granted by this License to install the EVCS shall expire on April 15, , 2015; time extensions may be granted in writing by Licensor.

b) Following installation of the EVCS : i) Licensee has the right to terminate this License for any reason upon sixty (60) days prior written notice to the City; ii) Licensor shall have the right to terminate this Agreement upon sixty (60) days written notice to the Licensee; .

c) In addition to the provisions of subsection b) above, either party may terminate this Agreement by notice to the other in the case of an Event of Default. For purposes of this Section, the occurrence of any one of more of the following events which remains uncured after notice and the expiration of the applicable cure period shall constitute an "Event of Default": i.) Either party fails to observe or perform any of its non-monetary agreements or obligations herein contained within thirty (30) days after written notice specifying the Default, or the expiration of such additional time period as is reasonably necessary to cure such default, provided the defaulting party immediately commences and thereafter proceeds with all due diligence and in good faith to cure such default.

4. NOTICES

All notices, requests, demands, and other communications under this Agreement must be in writing and shall be considered to have been duly given on the date of service if served personally on the party to whom notice is to be given or faxed to that party, or on the third (3rd) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

If to the Licensor, to: Ventura County Transportation Commission
Darren M. Kettle, Executive Director
950 County Square Drive, Suite 207
Ventura, CA 93003

If to Licensee, to: City of Camarillo
Bruce Feng, City Manager
601 Carmen Drive
Camarillo, CA 93010

Any party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

5. MAINTENANCE

- a) Licensor shall permit and accommodate the authorized vendors of Licensee to perform on-site EVCS maintenance and repair as needed, so long as it minimizes interruption of Licensor's operation of the facility, the circulation of vehicles in the facility, or public access to other parking spaces.
- b) Licensor shall provide access to electrical equipment at the Premises in order to switch off EVCS circuits from circuit breakers upon reasonable notice to Licensor. Licensor will facilitate such access to such equipment upon reasonable notice. Access by Licensee and authorized vendors (including access to Premises in order to switch off EVCS circuits from the circuit breakers located on the power panel at the Premises to perform these functions shall be provided by Licensor at no charge to Licensee, providing reasonable notice has been given and providing access is requested Monday through Friday 8 a.m. to 5 p.m..
- c) Licensee shall maintain the EVCS and pay for electricity for EVCS as a part of the Metrolink Station maintenance, using FTA funding as provided by VCTC. Local match for funding shall be accordance with the ratios already in place for Metrolink Station maintenance.

6. IMPROVEMENTS

- a) Licensee shall have the right, at its own cost and expense, to install EVCS in the designated Space(s). The purchase, installation, operation and maintenance of the EVCS shall be the sole responsibility of Licensee. Licensor hereby agrees to provide all access to the Premises and the facility reasonably necessary for the installation and maintenance of EVCS by Licensee's employees or authorized vendors.
- b) EVCS installation shall include installation of electrical wiring and conduit connecting to the main electrical system mounting of the EVCS at the corresponding spaces, and work ancillary thereto. The EVCS shall remain the property of Licensee and upon the expiration or earlier termination of this Agreement shall be removed by Licensee within 30 days. Licensee shall repair any damage to the Premises and Spaces caused by the installation, maintenance or removal of EVCS or any Electrical Upgrade.
- c) Licensor shall permit Licensee to install signage at each Space(s), including information signage on the EVCS, and directional signage both inside and outside the parking lot in which the Space(s) are located. The size and form of such signage in the parking lot shall be subject to Licensor's reasonable approval. Licensor shall permit Licensee to install wheel stops and parking barriers as necessary.

7. ACCESS TO PROPERTY BY OTHERS

Licensor and its authorized representatives shall have the right to inspect any parking spaces within the Premises at all reasonable times for any of the following purposes: to determine whether the Spaces are in good condition and whether Licensee is complying with its obligations under the License; to do any acts that may be necessary to protect Licensor's interest in the Spaces; or to perform Licensor's duties under this License. Licensor shall not be liable in any manner for any inconvenience, disturbance, nuisance, or other damage arising out of Licensor's inspection of the parking spaces as provided in this section, except damage resulting from the acts or omissions of Licensor or its authorized representatives.

8. TAXES, ASSESSMENTS, AND OTHER CHARGES

Licensee shall pay all personal property taxes levied on account of personal property owned by Licensee, and pay any in-lieu, possessory interest, or use taxes imposed by reason of Licensee's use of occupancy of any of the Premises. Licensee shall pay for all local, state and federal permits and licenses necessary for the installation and maintenance of the EVCS.

9. ASSIGNMENT AND SUBLICENSING PROHIBITED

This License is exclusive to Licensee. Licensee may not assign or sublicense this License in whole or part without the Licensor's prior written consent. No reference to sublicenses or assignees elsewhere in this License shall be construed to the contrary. If Licensee attempts to assign or sublicense this License without the Licensor's prior consent, the Licensor shall have the sole option to terminate the License, and at Licensor's election, shall constitute a default. No consent to any assignment or sub-license shall constitute a further waiver of the provision of this section.

10. INDEMNIFICATION

a) Licensee shall defend and indemnify Licensor, and its directors, officers, and employees from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with the negligence or other wrongful conduct of Licensee relating to Licensee's use of any one or more of the Premises. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

b) Licensor shall defend and indemnify Licensee, and its directors, officers, and employees from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with the negligence or other wrongful conduct of Licensee relating to Licensor's use of any one or more of the Premises. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

11. INSURANCE

During the Term, Licensee shall, at Licensee's sole cost and expense, obtain and keep in full force and effect

Comprehensive general and automobile liability insurance with contractual liability endorsement and products and completed operations hazards included, which shall provide coverage for limits of not less than \$2,000,000 bodily injury liability and property damage liability, combined single limits. The License is a member of the California Joint Powers Insurance Authority ("CJPIA") and liability coverage for the Licensee is provided by CJPIA. Licensee may comply with the requirements of this paragraph by providing Licensor with evidence of liability coverage through CJPIA.

Licensee agrees to furnish Licensor with Evidence of Coverage that includes VCTC as "Additional Insured" for construction and operations.

Liability of Licensee shall not be limited to coverage provided under said insurance policies.

Worker's Compensation and Employer's Liability Insurance covering all employees of Licensee and any subcontractors wherever they may be in the United States of America so long as they are engaged in the work covered by this agreement. The policy or policies shall cover the entire liability of Licensee and any subcontractors as determined by the Workers' Compensation laws of the state or states under which such liability arises, and shall contain a waiver of insurer's right of subrogation against the Licensor for payments made to or on behalf of employees of the Licensee or subcontractors. A policy for Employer's Liability with a limit of no less than \$1,000,000 shall also be required and shall be endorsed to provide for a waiver of subrogation. Workers compensation coverage for the Licensee is provided by CJPIA. Licensee may comply with the requirements of this paragraph by providing Licensor with evidence of workers compensation coverage through CJPIA.

12. RISK OF LOSS

Licensee bears all risk of loss or damage to any Vehicle parked in the Space(s) and for the EVCS except for damage caused by the gross negligence of Licensor. Licensor is not responsible for any damage to or loss of any Vehicle, the contents of any Vehicle, or EVCS, whether caused by fire, water, earthquake, liquefaction, theft, vandalism or any risk other than the gross negligence of Licensor.

13. CONFORMITY WITH LAW AND SAFETY

Licensee shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the activities of Licensee. Licensee shall release, defend, indemnify and hold harmless

Licensor, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations resulting from the construction, maintenance or use of the EVCS or resulting from its activities on or use of the Premises pursuant to this License

14. EXCUSABLE DELAYS

If the performance of any act required of Licensee or Licensor is prevented or delayed by reason of strikes, lockouts, labor disputes, act of God, acts of the public enemy, fire, floods, epidemics, freight embargoes or other cause beyond the control of the party required to perform an act, the performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for thirty (30) days.

15. HOLDING OVER

If Licensee continues to use or remain in possession of the Premises with Licensor's consent after the expiration of the term of this License without having received a written amendment or modification of this License, such use or possession by Licensee shall be construed to be on a month-to-month basis, terminable on thirty (30) days' notice given at any time by either party. All provisions of this License, except those pertaining to term, shall continue to apply.

16. SURRENDER OF PREMISES, REMOVAL OF PERSONAL PROPERTY

At the termination of this License, Licensee shall: a) give up and surrender the Premises, in its current condition as of the Commencement Date, subject to reasonable use and wear and tear thereof, damage by fire and the elements excepted; and b) remove all property which is not a fixture of or permanent attachment to the Premises and which is owned and was installed by Licensee during the term of this License or any previous lease or license.

17. CONSTRUCTION AND RIGHT OF ACCESS CONDITIONS

Licensee agrees to:

- (a) Perform that portion of the work on Licensor premises in accordance with plans and specifications approved by Licensor in such manner and at such times as shall not endanger or interfere with Licensor operations and in accordance with the regulations of Licensor and instructions of Licensor's representative (Metrolink). Licensee shall submit to Licensor for approval all construction details, other incidentals not detailed in plans, insofar as they affect Licensor. Parking lot operation adjacent to construction may be impacted during construction.
- (b) Maintain, at Licensee's expense, qualified flagmen to protect and control movement of vehicles and equipment of Licensee while doing work within forty (40) feet of the active railroad.
- (c) Notify Licensor at least three (3) working days before commencing work on Licensor premises and within five (5) working days after such work is completed.
- (d) Keep all equipment, tools and materials stored at least forty (40) feet from the center line of any operable track. Explosives or other highly flammable substances will not be stored on Licensor premises without the prior approval of Licensor's representative.
- (e) Remove all of Licensee tools, equipment and materials from Licensor premises promptly upon completion of work, restoring Licensor premises to the same state and condition as when Licensee entered thereon.
- (f) Remove any lien against Licensor's property arising from performance of work hereunder by Licensee or any subcontractor.
- (g) No new vehicular crossing over Licensor's track shall be installed or used by Licensee without prior written permission of Licensor.
- (i) No work shall be done between the hours of 6:00 p.m. and 6:00 a.m., nor on Saturdays, Sundays or legal holidays without prior written permission of Licensor.
- (j) At the request of Licensor, Licensee shall remove from Licensor premises any employee of Licensee or any subcontractor who fails to conform to the instructions of Licensor's representative in connection with work on Licensor premises, and any right of Licensee to enter upon Licensor premises shall be suspended until such request of Licensor is met. Licensee shall indemnify Licensor against any claim arising from the removal of any such employee from Licensor premises.

IN WITNESS WHEREOF, City as Licensee and VCTC as Licenser have executed this License Agreement and this Agreement shall be effective as of the date written on the first paragraph of this License.

LICENSOR/VCTC:

By _____
Darren M. Kettle
Executive Director

LICENSEE/CITY OF CAMARILLO

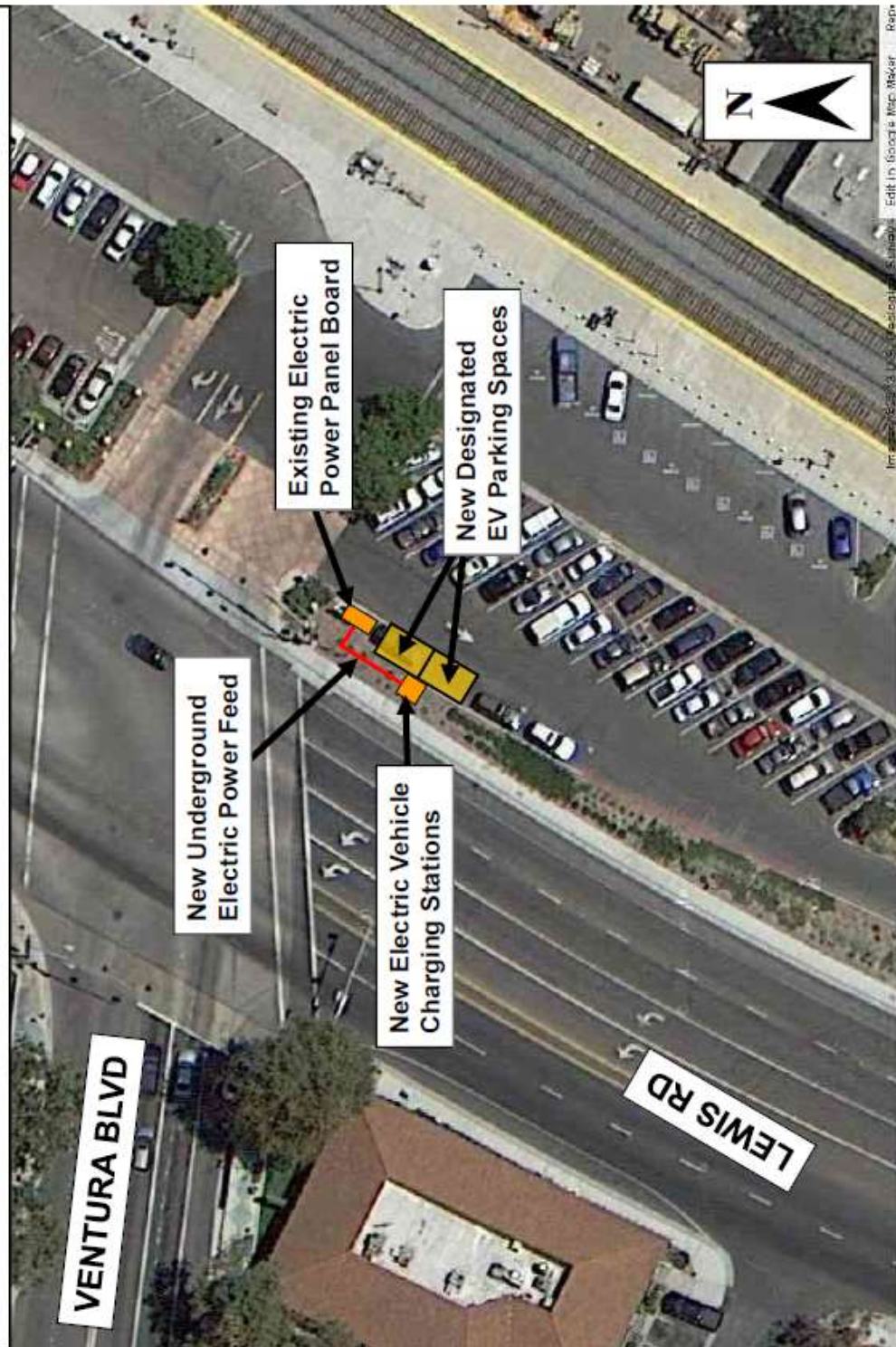
By _____
Bruce Feng, City Manager

Attachment A: Map of Premises (Parking Space)

2244404.3

ATTACHMENT A

ELECTRIC VEHICLE CHARGING STATIONS
MAP OF PREMISES





Item #8K

November 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: INSURANCE COVERAGE

RECOMMENDATION:

- Approve the insurance proposal as presented for a total insurance cost of \$210,249 funded as part of the operational cost/indirect cost allocation plan in the Fiscal Year 2014/2015 Budget.

BACKGROUND:

Over the normal course of business, the Commission is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors or omissions; and natural disasters. The Commission protects itself against such losses by a balanced program of risk retention, risk transfer and the purchase of commercial insurance. Capital projects and rail properties are protected through a combination of commercial insurance, insurance required by Commission consultants and a self-insurance fund established by the Southern California Regional Rail Authority (SCRRA). The Commission's worker's compensation insurance is covered through the State Compensation Insurance Fund.

In September 2012 the Commission engaged Alliant Insurance Services, Inc. to be VCTC's insurance broker. Since then Alliant has assisted VCTC in obtaining insurance through several providers. Alliant continues to expertly assist VCTC staff by providing recommendations for activity appropriate coverage.

DISCUSSION:

The property insurance was renewed with Alliant Special Property Insurance on July 1, 2014 at a cost of \$4,513.36 (a decrease of \$20). The remaining insurances are up for renewal on November 20, 2014.

Alliant has provided VCTC with an insurance proposal for the remaining insurances for the period November 20, 2014 through November 20, 2015. Detailed information is provided in the 2014/2015 proposal which is a separate attachment. The following is a summary of the proposed insurance renewals:

- General Liability – The current provider is Navigators Specialty Insurance. Alliant is again recommending Navigator for the general liability insurance with a premium of \$87,292, an increase of \$1,584 from the previous year. This policy excludes claims arising out of train operations, but VCTC is covered through SCRRA for Metrolink, There are no significant changes to the policy.
- Excess Liability – The current provider is First Mercury Insurance Company. Alliant is again recommending Mercury Insurance Company for excess liability insurance with a premium of \$43,344, an increase of \$516 from the previous year. There are no significant changes to the policy.
- Public Officials Liability (POL), Public Entity Liability (PEL) and Employment Practices Liability (EPL) – The current policy is with ACE Westchester. Alliant is recommending a change to Professional Governmental Underwriters, Inc. (PGU) for the public official's liability, public entity liability and employment practices liability insurance as ACE significantly increased their premium and deductible. Per Alliant, the POL/PEL/EPL market in California is seeing significant rate increases of 20% and up combined with increased deductible requirements. VCTC's renewal was also impacted by two issues from last year: an action with previous personnel and on-going claim with the previous maintenance provider/operator for the Santa Paula Branch Line. Per Alliant, the policy with PGU is similar to last year's policy with ACE with the most significant changes being an increase in the deductible from \$0/\$25,000/\$25,000 to \$75,000/\$75,000/\$100,000 for POL/PEL/EPL and an \$11,812 increase in premium to \$72,603.
- Crime – The current policy is with National Union Fire Insurance Company. Alliant is again recommending National for crime insurance with a premium of \$2,497. There was no increase in the premium. There are no significant changes to the policy.

The overall premium increase for the four insurances presented above is \$13,912 or 7.25% for a total of \$205,736 and is in line with market adjustments. This would bring the total insurance cost for the fiscal year to \$210,249 and is within the budgeted amount for Fiscal Year 2014/2015. Mr. Matt McManus from Alliant Insurance Services, Inc. will be attending the meeting to answer questions as needed.



Item # 8L

November 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: VIC KAMHI, BUS TRANSIT DIRECTOR

SUBJECT: BUDGET AMENDMENT FOR TRANSIT MARKETING RELATED ACTIVITIES

RECOMMENDATION:

- Amend the VCTC Community Outreach and Marketing-VCTC Intercity line item increasing Proposition 1B revenues and VCTC Intercity bus services line expenditures, by \$91,000 to complete the Intercity bus purchase – for decaling.
- Amend the VCTC Community Outreach and Marketing creating a new line item for the VCTC Heritage Valley transit service increasing Proposition 1B revenues and Heritage Valley transit service line expenditures, by \$70,000 to complete the Heritage Valley bus purchase – for decaling.

BACKGROUND:

The VCTC approved the purchase of 14 MCI over-the-road buses for the intercity transit service through a Proposition 1B grant, and 15 paratransit/cutaway vehicles from a separate Proposition 1B grant for the Heritage Valley services. Typically the bus logos/decals would have been provided to the manufacturer and included in the bus purchase, however the designs for the decals were not ready at the time that the bus orders were finalized. As a result, it is recommended that the Commission is recommended to increase the VCTC Community Outreach and Marketing-VCTC Intercity line item budget, and create a new line item for the VCTC Heritage Valley transit service in that same budget item. These two changes would use remaining Proposition 1B vehicle acquisition grants to complete the preparation of the vehicles prior to placing them in service. The VCTC Intercity transit vehicle decaling will require the addition of \$91,000, while the new task for the Heritage Valley transit vehicle decaling will require \$70,000.

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Item #8M

November 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
SUBJECT: ROUTE 101/23 INTERCHANGE PROJECT COOPERATIVE AGREEMENT AMENDMENT

RECOMMENDATION:

- Authorize the Chair to execute the amendment to the Cooperative Agreement with Caltrans and the City of Thousand Oaks for the Route 101/23 Project, to restore \$1,305,000 in funds previously approved for the project.

BACKGROUND:

Caltrans has requested that VCTC and the City of Thousand Oaks approve amendments to the Cooperative Agreement for construction of the Route 101/23 Interchange Improvement project, to address the depleted project contingency. The prior version of the agreement was based on a 5% contingency which has been almost entirely depleted, with the largest change orders being for design errors for soundwall design and utility locations. The revision will increase the contingency to 10%, which staff believes is a more reasonable contingency based on common practice. This figure will still keep the project well within the VCTC-approved funding given that the construction contract was awarded well below the available funds. Under the California Transportation Commission's Proposition 1B policies, the state Proposition 1B Trade Corridor Infrastructure Fund will not share in any further costs beyond the amount currently allocated to the project, even though this amount was reduced after the lower than anticipated contract award. Therefore, the additional costs are the responsibility of VCTC and the City. Under the agreement with Thousand Oaks approved by VCTC at its March 1, 2013 meeting, these additional costs are to be split 37.53% to the City (subject to eventual reimbursement) and 62.47% to VCTC. The attached table shows the originally-approved project cost, the funding shares under the current version of the Cooperative Agreement, and the funds recommended to be restored by the Cooperative Agreement amendment.

**SUMMARY OF ROUTE 101/23 INTERCHANGE IMPROVEMENT
CONSTRUCTION FUNDING**

	Original Approved Cooperative Agreement	Currently Approved Amended Cooperative Agreement	Recommended Cooperative Agreement Amendment
City of Thousand Oaks – Subject to AB 3090 STIP Reimbursement	\$15,764,000	\$12,022,000	\$12,510,000
Proposition 1B Trade Corridor Infrastructure Fund	\$13,118,000	\$10,346,000	\$10,346,000
VCTC - Surface Transportation Program	\$12,618,000	\$9,964,000	\$10,781,000
Federal Earmark	\$500,000	\$500,000	\$500,000
Total	\$42,000,000	\$32,832,000	\$34,137,000



Item #8N

November 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: SECTION 13(c) LABOR AGREEMENT

RECOMMENDATION

- Approve the attached agreement with the Service Employees International Union (SEIU), Local 721, as required for VCTC's Fiscal Year 2014/15 federal transit grant applications with the Federal Transit Administration.

BACKGROUND

VCTC staff will be filing grant applications with the Federal Transit Administration (FTA) to fund VCTC's FY 2014/15 federal transit projects and other local agency projects. As with all federal transit grant applications, we are required to enter into a U.S. Department of Labor certified agreement, commonly referred to as Section 13(c), with the SEIU which represents both Gold Coast Transit and Simi Valley Transit employees. Federal law requires that VCTC protect the jobs of union represented public transit workers and ensure that transit employees be compensated if jobs are lost as a direct result of proposed projects. Specifically, the federal government requires that the protective arrangements include:

- Preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements;
- Continuation of collective bargaining rights;
- Protection of individual employees against worsening of their positions with respect to their employment;
- Assurances of employment and priority of reemployment;
- Paid training or retraining programs.

These protective arrangements are included in the proposed Agreement (attached). The Agreement is identical to the Agreement approved by the Commission for all previous grant applications over the past years.

VCTC staff's analysis indicates that none of the projects to be included in the grant application pose a risk to either Gold Coast Transit or Simi Valley Transit employees. All projects to be included in the grant applications are in VCTC's approved FY 2014/15 Program of Projects (POP).

**AGREEMENT PURSUANT TO SECTION 13 (C) OF THE URBAN MASS
TRANSPORTATION ACT OF 1964, AS AMENDED**

WHEREAS, the Ventura County Transportation Commission (“Public Body”), has filed applications under the Urban Mass Transportation Act of 1964, as amended (“Act”), to contract for new public transportation services on a demonstration basis, as more fully described in the project applications (“Project”); and

WHEREAS, the Public Body’s Project services will operate in the vicinity and service area of the regular mass transit route carriers named in Appendix “A” attached hereto, whose potentially affected employees are employed by Gold Coast Transit and the City of Simi Valley, and represented by the Service Employees International Union, AFL-CIO, CLC, Local 721 (“Union”); and

WHEREAS, Sections 3(a), (4), 9(e)(1) and 13 (c) of the Act require, as a condition of any such assistance, that suitable fair and equitable arrangements be made to protect urban mass transportation industry employees affected by such assistance and

WHEREAS, the parties have agreed upon the following arrangements as fair and equitable;

NOW, THEREFORE, it is agreed that the following terms and conditions shall apply and shall be specified in any contract governing such federal assistance to the Public Body;

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect the employees represented by the Union. It shall be an obligation of the Public Body and any other legally responsible party designated by the Public Body to ensure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of the employees represented by the Union. The term “Project”, as used in this Agreement, shall not be limited to the particular facility, service, or operation assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase “as a result of the Project” shall, when used in this Agreement, include events occurring in anticipation of, during, and subsequent to the Project including any project which follows this project and any program of efficiencies or economies related thereto or traceable to the assistance provided and shall also include requirements relative to the federal program of assistance under the Act generally which are or may be imposed by or on behalf of the United States Government or any department or agency thereof; provided, however, that the volume rises and falls of business, or changes in volume or character of

employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this Agreement.

The parties agree that the first two sentences of the preceding paragraph shall be interpreted in accordance with the U.S. Department of Labor's Rural Transportation Employees Protection Guidebook, pp. 5-6 (1979), which reads as follows:

The first two sentences of this section express the general requirement that employee rights and interest be protected from effects of a Project. Initially, this means that Recipients and any other legally responsible party in designing and implementing a Project must consider the effects a project may have on employees and attempt to minimize any adverse effects. If objectives can be met without adversely affecting employees it is expected that adverse effects will be avoided. In the context of particular Project events, this paragraph is to be read in conjunction with other provisions or the Warranty. It thereby serves to emphasize the specific statutory requirements that employees be protected against a worsening of their employment conditions, and receive offsetting benefits to make them "whole" when unavoidable impacts occur.

(2)(a) The Public Body or legally responsible party shall provide to the unions representing the employees affected thereby sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangement of the working forces. Such notice shall be provided by certified mail to the Union representatives of such employees. The notice shall contain a full and adequate statement of the proposed changes, and the number and classifications of any jobs in the Public Body's employment or the employment of Gold Coast Transit or the City of Simi Valley, or otherwise within its member jurisdictions and/or control, available to be filled by such affected employees.

(2)(b) At the request of either the Public Body or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this Agreement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this Agreement. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protection, including those specifically mandated by Section 13(c) of the Act¹, the Public Body agrees to be bound by this

¹ Such protective arrangement shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of

Agreement, including those terms and conditions of Appendix C-1 which are attached hereto as Appendix "B."

(4)(a) Any dispute or controversy arising regarding the Application, interpretation, or enforcement of any of the provisions of this Agreement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be submitted at the written request of the Public Body, or other party at interest, or the Union to a board of arbitration to be selected as hereinafter provided. One arbitrator is to be chosen by each interested party, and the arbitrators thus selected shall endeavor to select a neutral arbitrator who shall serve as chairman. Each party shall appoint its arbitrator within five (5) days after notice of submission to arbitration has been given. Should the arbitrators selected by the parties be unable to agree upon the selection of the neutral arbitrator within ten (10) days after notice of submission to arbitration has been given, then the arbitrator selected by any party may request the American Arbitration Association to furnish, from among members of the National Academy of Arbitrators who are then available to serve, five (5) arbitrators from which the neutral arbitrator shall be selected. The arbitrators appointed by the parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. If any party fails to select its arbitrator within the prescribed time limit, the highest officer of the Union or of the Public Body, or other party at interest, or their nominees, as the case may be, shall be deemed to be the selected arbitrator, and the board of arbitration shall then function and its decision shall have the same force and effect as though all parties had selected their arbitrators. The board of arbitration shall meet within fifteen (15) days after the selection or appointment of the neutral arbitrator and shall render its decision within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. Awards made pursuant to said arbitration may include full back pay and allowances to employee-claimants and such other remedies as may be deemed appropriate and equitable. In a two-party arbitration, the decision by majority vote of the arbitration board shall be final and binding as the decision of the arbitration board, otherwise, in arbitrations of more than two parties at interest, the decision shall be that of the impartial arbitrator. The salaries and expenses for the impartial arbitrator shall be borne equally by the parties to the proceedings, and other expenses shall be paid by the party incurring them. All conditions of the Agreement shall continue to be effective during the arbitration proceedings.

reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangement shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to Section 5(2) (f) of the Act of February 4, 1987 (24 Stat. 379), as amended, currently codified at Title 49 U.S.C. §11326 (formerly codified at 49 U.S.C. §11347).

(4)(b) In the event of any dispute as to whether or not a particular employee was negatively affected by the Project, it shall be the employee's obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Public Body, or other party legally responsible for the application of these conditions, to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee (Hodson's Affidavit in Civil Action No. 825-71). amended, currently codified at 49 U.S.C. §11326 (formerly codified at 49 U.S.C. § 11347).

(5) The Public Body, or other legally responsible party designated by the public Body, will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employees, may file a claim alleging a violation of these arrangements with the Public Body within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his or her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitations shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(6) Nothing in this Agreement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this Agreement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state or local law, nor shall anything in this Agreement be construed as preventing the continuation of collective bargaining rights..

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, the employee shall be granted priority of employment or reemployment to fill any vacant position within the jurisdictions and/or control of the Public Body for which the employee is, or by training or retraining within a reasonable period can become, qualified. In the event training or retraining is required by such employment or reemployment, the Public Body, or other legally responsible party designated by the Public Body, shall provide for such training or retraining at no cost to the employee.

(8) In the event that the Public Body acquires any public transportation system in connection with the Project, any employee of such acquired transportation system shall be assured employment.

(9) This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by reason of the arrangements made by or for the Public Body to manage and operate the system or administer the contract for that purpose.

Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management, provision and/or operation of the system, or any part or portion thereof, or any mass transportation in the urbanized area of the Project under contractual arrangements of any form with the Public Body, its successors or assigns, shall agree, and as a condition precedent to such contractual arrangements, the Public Body, its successors or assigns, shall require such person, enterprise, body, or agency to agree to abide by the terms of this Agreement.

(10) Any other union which is the collective bargaining representative of urban mass transportation employees in the service area of the Public Body who may be affected by the assistance to the Public Body within the meaning of 49 U.S.C. §1609(c) other than those employed by a service contractor of the Public Body and working on the system, may become a party to this Agreement, by serving written notice of its desire to do so upon the other union representatives of the employees affected by the Project, the Public Body, and the Secretary of Labor. In the event of any disagreement that such labor organizations should become a party of this Agreement, then the dispute as to whether such labor organization shall participate shall be determined by the Secretary of Labor.

(11) In the event the Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that the arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or the employee's representative, in accordance with its terms, nor shall any other employee protective agreement or collective bargaining agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(12) This protective agreement/arrangement shall be effective and in full force according to its terms from year to year during the period of the Federal Contract of Assistance and/or thereafter, for as long as necessary to satisfy its intended purpose to protect potentially affected employees from the impact of Federal assistance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this _____ day of _____, 2014.

VENTURA COUNTY TRANSPORTATION COMMISSION

By _____ Date: _____
Ralph Fernandez, Chair

APPROVED AS TO FORM:

By _____ Date: _____
Steven T. Mattas, General Counsel

**SERVICE EMPLOYEES INTERNATIONAL UNION,
AFL-CIO, CLC LOCAL 721**

By _____ Date: _____
Rachel Flores

APPENDIX “A”

Carrier

**Gold Coast Transit
City of Simi Valley**

Union

**SEIU Local 721
SEIU Local 721**

Appendix “B”

EMPLOYEE PROTECTIONS DIGEST

APPENDIX C-1

The scope and purpose of this Appendix are to provide, pursuant to section 405 of the Act, for fair and equitable arrangements to protect the interests of employees of Railroads affected by discontinuances of Intercity Rail Passenger Service subject to section 405 of the Act; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this Appendix.

ARTICLE I

1. DEFINITIONS – The definitions in Article I of the Agreement and in the Act apply in this Appendix and in the event of conflict in definitions, those in the Act shall be controlling. In addition, whenever used in this Appendix, unless its context requires otherwise:
 - (a) “Transaction” means a discontinuance of Intercity Rail Passenger Service pursuant to the provisions of the Act.
 - (b) “Displaced employee” means an employee of Railroad who, as a result of a transaction is placed in a worse position with respect to his compensation and rules governing his working conditions, unless changed by future collective bargaining agreements or applicable statutes.
 - (c) “Dismissed employee” means an employee of Railroad who, as a result of a transaction is deprived of employment with Railroad because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of a transaction.
 - (d) “Protective period” means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of 6 years therefrom, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employee was in the employ of Railroad prior to the date of his displacement or his dismissal. For

purposes of this Appendix, an employee's length of service shall be determined in accordance with the provisions of section 7 (b) of the Washington Job Protection Agreement of May, 1936.

2. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of Railroad's employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.
3. Nothing in this Appendix shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided, that there shall be no duplication or pyramiding of benefits to any employees, and, provided further, that the benefits under this Appendix, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits.
4. When Railroad contemplates a transaction after May 1, 1971, it shall give at least twenty (20) days written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of Railroad (including terminal companies and other enterprises covered by Article III of this Appendix) and by sending registered mail notice to the representatives of such interested employees; if Railroad contemplates a transaction on May 1, 1971 it shall give the notice as soon as possible after the signing of this Agreement, prior to May 1, 1971. Such notice shall contain a full and adequate statement of the proposed changes to be effected by such transaction, including an estimate of the number of employees of each class affected by the intended changes.

At the request of either Railroad or representatives of such interested employees, negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this Appendix shall commence immediately and continue for not more than twenty (20) days from the date of notice. Each transaction which will result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces from all employees involved on basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this section 4. If at the end of the twenty (20) day period there is a failure to agree, the negotiations shall terminate and either party to the dispute may submit it for adjustment in accordance with the following procedures:

- (a) Within five (5) days from the termination of negotiations, the parties shall select a neutral referee and in the event they are unable to agree within said five (5) days upon the selection of said referee, then the National Mediation Board shall immediately appoint a referee.
- (b) No later than twenty (20) days after a referee has been designated a hearing on the dispute shall commence.
- (c) The decision of the referee shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the commencement of the hearing of the dispute.
- (d) The salary and expenses of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

Notwithstanding any of the foregoing provisions of this section, at the completion of the twenty (20) day notice period or on May 1, 1971, as the case may be, Railroad may proceed with the transaction, provided that all employees affected (displaced, dismissed, rearranged, etc.) shall be provided with all the rights and benefits of this Appendix from the time they are affected through to expiration of the seventy-fifth (75th) day following the date of notice of the intended transaction. This protection shall be in addition to the protection period defined in Article I, Paragraph (d). If the above proceeding results in displacement, dismissal, rearrangement, etc. other than as provided by Railroad at the time of the transaction pending the outcome of such proceedings, all employees affected by the transaction during the pendency of such proceedings shall be made whole.

5. DISPLACEMENT ALLOWANCES – (a) So long after a displaced employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall, during his protective period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

Each displaced employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of this displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above "total compensation" and

the "total time for which he was paid" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter); provided further, that such allowance shall also be adjusted to reflect subsequent general wage increases.

If a displaced employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(b) If a displaced employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement or dismissal for justifiable cause.

6. DISMISSAL ALLOWANCES – (a) A dismissed employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending Hours of Service Act of 1907 been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter); provided further that such allowance shall also be adjusted to reflect subsequent general wage increases.

(b) The dismissal allowance of any dismissed employee who returns to service with Railroad shall cease while he is so reemployed. During the time of such

reemployment, he shall be entitled to protection in accordance with the provisions of Section 5.

(c) The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and Railroad shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employee in employment other than with Railroad, and the benefit received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the Railroad from which he was dismissed after being notified, or with the National Railroad Passenger Corporation after appropriate notification, if his return does not infringe upon employment rights of other employees under a working agreement.

7. SEPARATION ALLOWANCE – A dismissed employee entitled to protection under this Appendix, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this Appendix) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1936.
8. FRINGE BENEFITS – No employee of Railroad who is affected by a transaction shall be deprived during his protective period of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of Railroad, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.
9. MOVING EXPENSES – Any employee retained in the service of Railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction, and who within his protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses of himself and members of his family, including living expenses for himself and his family and for his own actual wage loss, not to exceed three working days, the exact extent of the responsibility of Railroad during the time necessary for such transfer and for a reasonable time thereafter and the ways and

means of transportation to be agreed upon in advance by Railroad and the affected employee or his representatives; provided, however, that changes in place of residence which are not a result of the transaction, which are made subsequent to the initial change or which grow out of the normal exercise of seniority rights, shall not be considered to be within the purview of this Section; provided further, that the Railroad shall, to the same extent provided above, assume the expenses, etc. for any employee furloughed within three (3) years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claim for reimbursement shall be paid under the provisions of this Section unless such claim is presented to Railroad within 90 days after the date on which the expenses were incurred.

10. Should Railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employee of benefits to which he otherwise would have become entitled under this Appendix, this Appendix will apply to such employee.
11. ARBITRATION OF DISPUTES – (a) In the event Railroad and its employees or their authorized representatives cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this Appendix, except Section 4 and 12 of this Article I, within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or the highest officer designated by Railroad, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree to a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.

(b) In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event Railroad will be entitled to appoint additional representatives so as to equal the number of labor organization representatives.

(c) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(d) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(e) In the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the Railroad's burden to prove that factors other than a transaction affected the employee.

12. LOSSES FROM HOME REMOVAL – (a) the following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of Railroad (or who is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment within his protective period as a result of the transaction and is therefore required to move his place of residence:

- (i) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by Railroad for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the move in question shall be determined as of a date sufficiently prior to the date of the transaction so as to be unaffected thereby. Railroad shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other person.
- (ii) If the employee is under a contract to purchase his home, Railroad shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligation under his contract.
- (iii) If the employee holds an unexpired lease of a dwelling occupied by him at his home, Railroad shall protect him from all loss and cost in securing the cancellation of said lease.

(b) Changes in place of residence which are made subsequent to the initial changes caused by the transaction and which grow out of the normal exercise of seniority rights, shall not be considered to be within the purview of this Section.

(c) No claim for loss shall be paid under the provisions of this Section unless such claim is presented to Railroad within 1 year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employees, or their representatives and Railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and one by Railroad, and these two, if unable to agree within 30 days upon a valuation, shall endeavor by agreement within 10 days thereafter to select a third appraiser shall be selected, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

ARTICLE II

1. Any employee who is terminated or furloughed as a result of a transaction shall, if he so requests, be granted priority of employment or reemployment to fill a position comparable to that which he held when terminated or furloughed, even though in a different craft or class, on Railroad which he is, or by training or retraining physically and mentally can become, qualified, not however, in contravention of collective bargaining agreements relating thereto.
2. In the event such training or retraining is requested by such employee, Railroad shall provide for such training or retraining at no cost to the employee.
3. If such a terminated or furloughed employee who has made a request under sections 1 or 2 of this Article II fails without good cause within 10 calendar days to accept an offer of a position comparable to that which he held when terminated or furloughed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such 10 day training, forfeit all rights and benefits under this Appendix.

ARTICLE III

Subject to this Appendix, as if employees of Railroad, shall be employees, if affected by a transaction, of separately incorporated terminal companies which are owned (in whole or in part) or used by Railroad and employees of any other enterprise within the definition of common carrier by railroad in Section 1(3) of Part I of the Interstate Commerce Act, as amended, in which Railroad has an interest, to which Railroad provided facilities, or with which Railroad contracts for use of facilities, or the facilities of which Railroad otherwise uses; except that the provisions of this Appendix shall be suspended with respect to each such employee until and unless he applies for employment with each owning carrier and each using carrier and to the National Railroad Passenger Corporation; provided that said carriers and the National Railroad Passenger Corporation shall establish one convenient central location for each terminal or other enterprise for receipt of one such application which will be effective as to all said carriers and the Corporation and Railroad shall notify such employees of this requirement and of the location for receipt of the application. Such employees shall not be entitled to any of the benefits of this Appendix in the case of failure, without good cause, to accept comparable employment, which does not require a change in place of residence, under the same conditions as apply to other employees under this Appendix, with the National Railroad Passenger Corporation or any carrier for which application for employment has been made in accordance with this section.

ARTICLE IV

Employees of Railroad who are not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under these terms and conditions.

In the event any dispute or controversy arises between Railroad and an employee not represented by a labor organization with respect to the interpretation, application or enforcement of any provision hereof which cannot be settled by the parties within 30 days after the dispute arises, either party may refer the dispute to the Secretary of Labor for determination. The determination of the Secretary of Labor, or his designated representative, shall be final and binding on the parties.

ARTICLE V

1. It is the intent of this Appendix to provide employee protections which meet the requirements of Section 405 of the Act and are not less than the benefits established pursuant to Section 5(2)(f) of the Interstate Commerce Act. In so doing, changes in wording and organization from arrangements earlier developed under section 5(2)(f) have been necessary to make such benefits applicable to contemplated discontinuances of intercity rail passenger service affecting a great number of railroads throughout the nation. In making such changes it is not the intent of this Appendix to diminish such benefits. Thus, the terms of this Appendix are to be resolved in favor of this intent to provide employee

protections and benefits no less than those established pursuant to Section 5(2)(f) of the Interstate Commerce Act.

2. In the event any provision of this Appendix is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Appendix shall not be affected, and such provision shall be renegotiated and resubmitted to the Secretary of Labor for certification pursuant to Section 405 of the Act.



Item # 9

November 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: STEVE DEGEORGE, PLANNING AND TECHNOLOGY DIRECTOR
SUBJECT: U.S. 101 AVERAGE DAILY TRAFFIC (ADT) AND HOURS OF DELAY PROJECTION PRESENTATION

RECOMMENDATION:

- Receive and File

Discussion:

As the economy continues to improve and employment continues to rise, congestion levels on Ventura County freeways, especially on U.S. 101, have also risen. Ventura County commuters are experiencing longer commute times and peak hour stop and go traffic has become a growing source of frustration for commuters and commerce alike. Every four years the Southern California Association of Governments is required to prepare a Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and as part of that plan, a regional traffic model is built and validated and this presentation is based on that southern California regional model. Given that the US 101 corridor is the only major freeway corridor that stretches the entire length of urban Ventura County it is the critical economic corridor moving goods and people between Ventura County cities as well as connecting Ventura County to Los Angeles and Santa Barbara county job centers and industry.

Today's Commission meeting is a joint meeting with the Oxnard Harbor District, which is responsible for the success and growth of the Port of Hueneme, and it is hoped that this presentation will be of mutual interest and concern with both agencies having a long term stake in a free flowing US 101. Over the course of the last year, first with the Commission' adoption of the GoVentura 2035 Comprehensive Transportation Plan, the completion of the US 101 Project Study Report (PSR) by Caltrans, and the recent Congestion Pricing Feasibility study, addressing the long term future of US 101 has been an area of focus for the Commission. Furthermore, VCTC, in consultation with the Port, submitted the US 101 corridor, along with the Rice Avenue/Hueneme Road Port Access Corridor, for consideration as a Project of National and Regional Significance (PNRS) to the Federal Highway Administration.

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This presentation will further inform both governing bodies of the 2035 Average Daily Traffic (ADT) projections and hours of delay on U.S. 101 and highlight areas for transportation investments as the Commission continues to plan for the future.

Finally, this presentation was developed using SCAG's regional model that was used for the 2012 RTP/SCS. VCTC has maintained a Ventura County model for a number years however it has not been updated since 2007. In preparing this presentation it has become apparent that the Ventura County model is in need of updating in order to continue to provide traffic analysis at a local level. Staff will be incorporating a Ventura County traffic model update in the 2015/16 proposed budget.



Item #10

November 7, 2014

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

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

SUBJECT: HERITAGE VALLEY TRANSIT SERVICE: MEET AND CONFER

RECOMMENDATION:

- Designate a substitute member to the VCTC Administrative Committee to participate in the meet-and-confer process between the Transit Committee (HVPAC) and the VCTC Administrative Committee.

BACKGROUND:

As part of the Commission's 2012 County Transit Plan, the Commission approved the creation of a separate transit service to provide the community level transit needs in the Heritage Valley. As a result, the Heritage Valley Transit Service (HVTs) Cooperative Agreement was developed and subsequently approved by all parties, which are the Cities of Fillmore and Santa Paula, the County of Ventura and the Commission.

On July 25, 2014 the Commission approved release of the Request for Proposals (RFP) for operations and maintenance of the HVTs system. The RFP sought the most qualified proposal that provided the best value to the agencies. The deadline to submit proposals was September 4, 2014. VCTC received three responsive proposals.

An Evaluation Panel comprised of representatives from both the HVPAC member agencies as well as peer agencies, reviewed the submitted responsive proposals. On September 19, 2014 Oral Interviews were conducted and the proposals were subsequently scored. The Evaluation Panel recommended to the HVPAC (Heritage Valley Policy Advisory Committee) that MV Transportation be awarded the contract. On October 1, 2014 the HVPAC reviewed the Evaluation Panels recommended selection. The HVPAC voted to recommend to the Commission a "Best and Final Offer" (BAFO) be requested from the companies with the top two ranked proposals. On October 3, 2014 the Commission reviewed the aforementioned recommendations and voted to direct staff to prepare and enter into an agreement with MV Transportation without a BAFO process.

Under the Cooperative Agreement, "when formal action of VCTC is required, the Transit Committee (HVPAC) must make a recommendation to VCTC". If VCTC does not approve the Transit Committee's recommendation, the Transit Committee and the VCTC Administrative Committee, consisting of the VCTC Chair, Vice Chair and Immediate Past Chair, must meet and confer in an effort to resolve differences in the recommended action. In addition, pursuant to Section 3 of the Cooperative Agreement, because VCTC Chairperson Fernandez is a member of both committees, the Commission must appoint a

temporary member to the Administrative Committee to participate in the meet-and-confer process on behalf of VCTC. Consistent with advice from General Counsel, in order to maintain the intended ratio of city to county representatives on the Administrative Committee, VCTC should designate a city representative to temporarily fill Chairperson Fernandez's position for the joint meeting. If the Committees develop a new option during the joint meeting, then the new option should be presented to the Commission for consideration. The meet-and-confer process will have a budgetary impact as the start of the new service will be delayed while this process takes place. The current VCTC service and equipment contract with Fillmore Area Transit Company (FATCO) for the community transit services ends on January 4, 2015. In order to continue the community transit services without a break, the FATCO contract will need to be extended for sixty days (at a minimum).

POTENTIAL ITEMS FOR VCTC DECEMBER 2014 MEETING

Extend the Service Contract with FATCO

Because of the delay caused by the mandatory "meet and confer" provision of the Heritage Valley Cooperative agreement, the execution of the new service contract is being delayed. As a result, the new contract cannot be executed in time to allow for a January 4 start-up date. In order to not have a lapse in service, it appears that a two month extension in the existing contract will be necessary. Staff does not believe it would be prudent to change the service until a new contract has been executed, so the service would remain the same as it currently is. The transit vehicle lease agreement which the Commission is considering on November 7, 2014 has provisions to address this potential occurrence.

Budget Implications:

The cost of service with FATCO currently averages \$210,000 per month.² The difference between the budgeted amount and FATCO's average cost is approximately \$91,000. Assuming a two-month contract extension with FATCO, the estimated budgetary shortfall will be \$61,000 per member agency, totaling \$183,000. The necessary budget amendment will be further discussed at the November 10, 2014 HVPAC meeting, and will then be brought to the December Commission meeting.

In addition, the HVPAC will also discuss the levels of service at the November meeting which may result in an additional budget amendment if the HVPAC opts for an enhanced level of service.

²The average cost of service is based on actual dial-a-ride demand. Monthly cost during extension period may decrease by \$13,300 based on potential vehicle lease payments to VCTC.