VENTURA COUNTY TRANSPORTATION COMMISSION

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

www.goventura.org

AGENDA*

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

CAMARILLO CITY HALL
601 CARMEN DRIVE
CAMARILLO, CA
FRIDAY, NOVEMBER 1, 2013
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**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

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

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

5. **APPROVE SUMMARY FROM OCTOBER 4, 2013 VCTC MEETING – PG. 5**

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

7. **COMMISSIONERS / EXECUTIVE DIRECTOR REPORT -** *This item provides the opportunity for the commissioners and the Executive Director to report on attended meetings/conferences and any other items related to Commission activities.*

8. **ADDITIONS/REVISIONS** – *The Commission may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Commission subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Commission. If there are less than 2/3 of the Commission members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*

9. **CONSENT CALENDAR -** *All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no discussion of these items unless members of the Commission request specific items to be removed from the Consent Calendar for separate action.*

9A. MONTHLY BUDGET REPORT – PG. 11
Recommended Action:
Receive and File
Responsible Staff: Sally DeGeorge

9B. PASSENGER RAIL UPDATE – PG.17
Recommended Action:
Receive and File
Responsible Staff: James Hinkamp

9C. LEGISLATIVE UPDATE– PG.21
Recommended Action:
Receive and File
Responsible Staff: Peter De Haan

9D. SECTION 13(C) LABOR AGREEMENT – PG.25
Recommended Action:
Approve the agreement with the Service Employees International Union (SEIU), Local 721, as required for VCTC's Fiscal Year 2013/14 federal transit grant applications with the Federal Transit Administration.
Responsible Staff: Peter De Haan

9E. REVISED SURFACE TRANSPORTATION PROGRAM (STP) FUNDING FOR THE CITY OF OXNARD – PG.39
Recommended Action:
Reprogram $433,698 of Surface Transportation Program (STP) funds from the Ventura Boulevard Improvements project to the Rose Avenue Resurfacing project in the City of Oxnard.
Responsible Staff: Stephanie Young

9F. INSURANCE COVERAGE – PG.41
Recommended Action:
Approve the insurance proposal as presented.
Responsible Staff: Sally DeGeorge

9G. 2014 VCTC REGULAR MEETING SCHEDULE– PG.61
Recommended Action:
Adopt the proposed schedule of regular monthly VCTC meeting dates for 2014
Responsible Staff: Donna Cole

9H. CLAIM FILED BY FILLMORE AND WESTERN– PG.63

Recommended Action:

Deny the claim of Fillmore & Western Railway, Inc. and direct the General Counsel tender defense of the matter to VCTC's insurance carrier.

Responsible Staff: Steven Mattas

9I. VISTA CONTRACTOR SELECTION PROCESS – PG.65

Recommended Action:

Approve the proposed VISTA Contractor Selection Process

Responsible Staff: Vic Kamhi

10. COMMUTER SERVICES PROGRAM UPDATE – PG.67

Recommended Action:

Receive and File

Responsible Staff: Alan Holmes

11. VCTC BRAND AND PUBLIC PROFILE – PG.71

Recommended Action:

Consider options for Commission conversation regarding raising profile of the VCTC brand, name recognition and public profile.

Responsible Staff: Darren Kettle

12. VCTC GENERAL COUNSEL'S REPORT

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

13. AGENCY REPORTS

14. CLOSED SESSION

1.Conference with Real Property Negotiators (Gov Code Sec. 54956.8)
Property: Santa Paula Branch Line
Agency Negotiator(s): Darren Kettle
Negotiating Parties: VCTC and Fillmore and Western/lessee to be determined
Under Negotiation: Price and terms of payment

2.Conference with Legal Counsel – Existing Litigation (Gov Code Sec. 54956.9(a) and (d)(1))
VCTC v. Griffin Industries

3.Conference with Legal Counsel – Anticipated Litigation, (Gov Code Sec. 54956.9(a) and (d)(2))
Significant Exposure to Litigation – One Case

15. ADJOURN

The next VCTC Commission meeting is scheduled to be held at 9:00 a.m. Friday**, December 6, 2013**, Camarillo City Hall, City Council Chambers, 601 Carmen Drive, Camarillo.

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Item #5

Meeting Summary

VENTURA COUNTY TRANSPORTATION COMMISSION

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

CAMARILLO CITY HALL
601 CARMEN DRIVE
CAMARILLO, CA
FRIDAY, OCTOBER 4 , 2013
9:00 AM

Members Present

Ralph Fernandez, City of Santa Paula, Vice Chair
Steve Bennett, County of Ventura
Claudia Bill-de la Peña, City of Thousand Oaks
Manuel Minjares, City of Fillmore
Brian Humphrey, Citizen Representative, 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
Jim White, Citizen Representative, County
John Zaragoza, County of Ventura
Aziz Elattar, Caltrans District 7

Call To Order

Pledge of Allegiance

Roll Call

APPROVE SUMMARY FROM SEPTEMBER 6, 2013 VCTC MEETING
Commissioner Zaragoza made a motion to approve the summary. The motion was seconded by Commissioner Morehouse and passed unanimously.

CALTRANS REPORT
Aziz Allator reported

- The 101 HOV Project is 8 months ahead of schedule and 59% complete.
- The 123 Median Barrier bids have been received. The contract will be awarded in 4 weeks, with construction scheduled to begin in December
- The 101 Pavement Rehabilitation Project is currently in design and will be ready to list in December, with construction beginning in April.

EXECUTIVE DIRECTOR REPORT
VCTC has received word that due to the government shut down, the Federal Transit Administration offices have closed, and funds cannot be drawn down. On the other hand, the Federal Highway Administration remains open with funds available, since it is funded primarily by the Highway Trust Fund. VCTC uses FTA funds on an ongoing basis for various activities including VISTA contracts, transit staff, Americans with Disabilities Act certification, and Smartcard, and reserve funds can be used in the short-term for these costs. However, at this time VCTC cannot make pass-through payments to FTA grant subrecipients.

On September 12th Commissioner Keith Millhouse and VCTC staff participated in the commemoration of the fifth anniversary of the Metrolink Chatsworth crash. This event was held at the Moorpark Metrolink Station, and included an unveiling of a memorial plaque adjacent to the platform.

On Thursday, September 26th, Caltrans opened bids on the Route 101/23 improvement project. The results appear to be consistent with recent bidding experience, characterized by a large number of bidders and bids substantially below estimated cost. Of the five bidders, the apparent low bid was Security Paving at $24.7 million, which is $7.1 million less than the original estimate for the contract cost of $31.8 million, and also $4.3 million lower than Caltrans' more recent estimate of $29 million. Caltrans is currently evaluating the bids and also considering why the low bid was significantly below estimate.

The Commission and our co-sponsor, the Ventura County Air Pollution Control District, are in full swing promoting this years' Rideshare Week campaign- ***Any Day is a Good Day to Rideshare***! We currently have 10 on-site employer events scheduled between now and October 11th to assist Employee Transportation Coordinators in getting the word out. Several local radio stations will be broadcasting details on how to enter the drawing and to supplement the press releases and newspaper articles highlighting the campaign. Anyone over the age of eighteen that works in Ventura County is eligible to participate and can enter to win one of five iPad Mini tablets, an iPod, or one of many gift cards by pledging to share the ride. Prizes and recognition will also be given to employers that receive the highest percentage of pledges at their worksites.

Los Angeles Metro has provided weekday transit service between Westlake Village and the Warner Center (Woodland Hills) for many years with their Route 161. Beginning about a decade ago, they extended service weekdays to the Thousand Oaks Transportation Center approximately every 40 minutes. On Saturdays, the line stopped at Westlake Blvd., and does not continue East on Thousand Oaks Blvd. to the Thousand Oaks Transit Center, making it difficult for bus riders to connect with the VISTA 101 service to central and western Ventura County. Beginning on December 21, 2013, LA Metro has agreed to extend the Route 161 service on Saturdays along Thousand Oaks Blvd. and into the Thousand Oaks Transit Center where it will connect with the VISTA 101 and the newly instituted Thousand Oaks Transit Saturday services.

<u>ADDITIONS/REVISIONS</u>
Commissioner Millhouse made a motion to move Item #13, Port of Hueneme Request for Ex-Officio VCTC Membership and Annual Joint Meetings, to be heard after the Consent Calendar. The motion was seconded by Commissioner Sharkey and passed unanimously.

<u>CONSENT CALENDAR</u> – *Commissioner Sharkey made a motion to approve all items as recommended on the Consent Calendar. The motion was seconded by Commissioner Zaragoza and passed unanimously*.

9A. JULY 2013 MONTHLY BUDGET REPORT – *Receive and File*

9B. AUGUST 2013 MONTHLY BUDGET REPORT – *Receive and File*

9C. PASSENGER RAIL UPDATE – *Receive and File*

9D. LEGISLATIVE UPDATE– *Receive and File*

9E. FY 2012/13 PROPOSITION 1B TRANSIT SECURITY SELECTION OF PROJECTS– *Adopt Resolution 2013-07 authorizing the Executive Director to execute all required documents to receive the 2012/13 Transit Security funds for the approved projects.*

9F. AMENDMENT TO THE COOPERATIVE AGREEMENT WITH SCRRA FOR PROPOSITION 1B TRANSIT SECURITY FUNDS–

- *Approve increasing the Metrolink Grade Crossing Rehabilitation Project by $10,972 to $519,972 of FY 2011/12 Proposition 1B Transit Security funds.*
- *Authorize the Executive Director to sign the attached amendment to the Cooperative Agreement with SCRRA for Transit Security Funds for the Grade Crossing Rehabilitation Project.*
- *Amend the VCTC Fiscal Year (FY) 2013/14 budget to add the $519,972 in Proposition 1B funds to the Metrolink budget for Sealed Corridor/Crossings*.

9G. APPROVAL OF PERFORMANCE AUDIT CONTRACT– *Approve a contract with Nelson\Nygaard Consultants not to exceed $33,850 to complete the State required Transportation Development Act (TDA) triennial performance audits of VCTC and the Gold Coast Transit (GCT) agency.*

9H. NAVAL BASE VENTURA COUNTY JOINT LAND USE STUDY UPDATE– *Receive and file*

9I. BUDGET AMENDMENTS FOR CONSULTANT SERVICES FOR REGIONAL TRANSIT PLANNING AND MANAGEMENT AND ADMINISTRATAION TASKS

- *Amend the VCTC Fiscal Year 2013/2014 budget increasing revenues and expenditures in the Management and Administration task Consultant Services Line Item in the amount of $50,000. Revenue source is General Fund Balance - Local Transportation Funds*
- *Amend the VCTC Fiscal Year 2013/2014 budget increasing revenues and expenditures in the Regional Transportation Planning task Consultant Services Line Item in the amount of $35,000. Revenue source is General Fund Balance - Local Transportation Funds*

9J. STATUS OF EAST COUNTY INTERCITY AMERICANS WITH DISABILITIES ACT SERVICE– *Receive and File*

10. <u>ROUTE 118 AND ROUTE 101 PROJECT STUDY REPORTS</u>–
Aziz Elattar, Caltrans District 7 provided an update to the study to assess three possible solutions for 118 and four alternatives for adding High Occupancy Vehicle lanes to 101.

Commissioner Humphrey made a motion to receive and file the report. The motion was seconded by Commission Millhouse and passed unanimously.

11. PROPOSITION 1B TRANSIT CAPITAL AND CONGESTION MITIGATION AND AIR QUALITY PROJECTS

Mary Ann Rooney, Vice President, Oxnard Harbor District
The Harbor District is very appreciative of VCTC's consideration in funding the Shoreside Power Project and putting it on on the Shelf list.

Commissioner MacDonald made a motion to:

- ***Approve the project list in Attachment A, programming $12,240,000 of Proposition 1B Transit Capital funds and $8,080,667 CMAQ.***
- ***Adopt Resolution 2013-08 in Attachment B approving the Proposition 1B project list and authorizing the Executive Director to execute all documents required to obtain FY 2012/13 Transit Capital Funds.***

The motion was seconded by Commissioner McDonald and passed by the following roll call vote:

Yes: Commissioners McDonald, MacDonald, Zaragoza, Long, Morehouse, Bennett, Humphrey, Sharkey, White, Minjares, Parks, Bill-de la Peña, Fernandez
No: None
Abstain: None
Absent: Commissioners Sojka, Clapp, Foy and Millhouse

12. FINAL FISCAL YEAR 2013/14 FEDERAL TRANSIT ADMINISTRATION PROGRAM OF PROJECTS (PUBLIC HEARING) –

Commissioner Sharkey made a motion to adopt the final Program of Projects approving the projects to receive Federal Transit Administration funds for all areas of Ventura County in FY 2013/14. The motion was seconded by Commissioner Zaragoza and passed by the following unanimous roll call vote:

Yes: Commissioners McDonald, MacDonald, Zaragoza, Long, Morehouse, Bennett, Humphrey, Sharkey, White, Minjares, Parks, Bill-de la Peña, Fernandez
No: None
Abstain: None
Absent: Commissioners Sojka, Clapp, Foy and Millhouse

13. PORT OF HUENEME REQUEST FOR EX-OFFICIO VCTC MEMBERSHIP AND ANNUAL JOINT MEETINGS

Jason Hodge, President Oxnard Harbor District.
Appreciates the relationship we've had in past few years and looks forward to another joint meeting, hopefully at their new facility. Moving forward together in a way that incorporates all efforts will foster better communication.

Commissioner Bennett made a motion to receive quarterly reports from the Harbor District and to also hold annual joint meetings. The motion was seconded by Commissioner Millhouse and passed by the following rollcall vote:

Yes: Commissioners McDonald, Millhouse, MacDonald, Zaragoza, Long, Morehouse, Bennett, Humphrey, Sharkey, White, Minjares, Parks, Bill-de la Peña, Fernandez

No: None
Abstain: None
Absent: Commissioners Sojka, Clapp and Foy

VCTC GENERAL COUNSEL'S REPORT – *No Report*

AGENCY REPORTS

CLOSED SESSION – *There were no announcements*

1.Conference with Real Property Negotiators (Gov Code Sec. 54956.8)
Property Santa Paula Branch Line
Agency Negotiator(s) Darren Kettle
Negotiating Parties VCTC and Fillmore and Western/lessee to be determined
Under Negotiation Price and terms of payment

2.Conference with Legal Counsel – Existing Litigation (Gov Code Sec. 54956.9(a) and (d)(1))
VCTC v. Griffin Industries

3.Conference with Legal Counsel – Anticipated Litigation, (Gov Code Sec. 54956.9(a) and (d)(2))
Significant Exposure to Litigation – One Case

ADJOURN

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Item # 9A

November 1, 2013

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 2013

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, 2013 budget reports indicate that revenues were approximately 23.06% of the adopted budget while expenditures were approximately 11.63% of the adopted budget. The revenues and expenditures are as expected. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on a percentage or monthly basis.

Some revenues are received at the beginning of the year while other revenues are received after grants are approved. In many instances, VCTC incurs expenses and then submits for reimbursement from federal, state and local agencies. Furthermore, the State Transit Assistance (STA) and Local Transportation Fund (LTF) 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.

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

VENTURA COUNTY TRANSPORTATION COMMISSION
BALANCE SHEET
AS OF SEPTEMBER 30, 2013

ASSETS

Assets:	
Cash and Investments - Wells Fargo Bank	$ 3,734,079
Cash and Investments - County Treasury	28,899,659
Petty Cash	50
Receivables/Due from other funds	3,461,514
Prepaid Expenditures	511,031
Deposits	13,065
Capital Assets, undepreciated	25,885,133
Capital Assets, depreciated, net	24,453,420
Total Assets:	**$86,957,951**

LIABILITIES AND FUND BALANCE

Liabilities:	
Accrued Expenses/Due to other funds	$ 1,085,481
Deferred Revenue	1,085,872
Deposits	400
Total Liabilities:	**$ 2,171,753**
Net Position:	
Invested in Capital Assets	$50,338,553
Fund Balance	34,447,645
Total Net Position	**$84,786,198**
Total Liabilities and Fund Balance:	**$86,957,951**

VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE THREE MONTHS ENDING SEPTEMBER 30, 2013

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Revenues								
Federal Revenues	$ 469,879	$ 0	$ 0	$ 0	$ 469,879	$ 12,355,069	(11,885,190)	3.80
State Revenues	1,773,319	8,060,828	0	69,142	9,903,289	40,532,665	(30,629,376)	24.43
Local Revenues	2,762,881	0	0	0	2,762,881	3,985,915	(1,223,034)	69.32
Other Revenues	4,980	0	0	0	4,980	0	4,980	0.00
Interest	204	0	0	16	220	105,000	(104,780)	0.21
Total Revenues	**5,011,263**	**8,060,828**	**0**	**69,158**	**13,141,249**	**56,978,649**	**(43,837,400)**	**23.06**
Expenditures								
Administration								
Personnel Expenditures	474,254	0	0	0	474,254	2,782,200	(2,307,946)	17.05
Legal Services	1,194	0	0	0	1,194	30,000	(28,806)	3.98
Professional Services	12,849	0	0	0	12,849	115,300	(102,451)	11.14
Office Leases	39,447	0	0	0	39,447	144,000	(104,553)	27.39
Office Expenditures	36,157	0	0	0	36,157	291,000	(254,843)	12.43
Total Administration	**563,901**	**0**	**0**	**0**	**563,901**	**3,362,500**	**(2,798,599)**	**16.77**
Programs and Projects								
Transit & Transportation Program								
Senior-Disabled Transportation	21,626	0	0	0	21,626	333,070	(311,444)	6.49
Go Ventura Smartcard	54,570	0	0	0	54,570	259,900	(205,330)	21.00
VISTA Fixed Route Bus Service	1,507,023	0	0	0	1,507,023	14,138,608	(12,631,585)	10.66
VISTA DAR Bus Services	631,685	0	0	0	631,685	2,620,400	(1,988,715)	24.11
Nextbus	2,925	0	0	0	2,925	173,800	(170,875)	1.68
Trapeze	3,791	0	0	0	3,791	30,900	(27,109)	12.27
Transit Grant Administration	583,007	0	0	0	583,007	8,940,116	(8,357,109)	6.52
Total Transit & Transportation	**2,804,627**	**0**	**0**	**0**	**2,804,627**	**26,496,794**	**(23,692,167)**	**10.58**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Highway Program								
Congestion Management Program	3,750	0	0	0	3,750	25,000	(21,250)	15.00
Motorist Aid Call Box System	0	0	0	72,373	72,373	440,000	(367,627)	16.45
SpeedInfo Highway Speed Sensor	0	0	0	23,800	23,800	144,000	(120,200)	16.53
Total Highway	**3,750**	**0**	**0**	**96,173**	**99,923**	**609,000**	**(509,077)**	**16.41**
Rail Program								
Metrolink & Commuter Rail	1,217,089	0	0	0	1,217,089	2,722,958	(1,505,869)	44.70
LOSSAN & Coastal Rail	429	0	0	0	429	30,600	(30,171)	1.40
Santa Paula Branch Line	105,689	0	0	0	105,689	951,600	(845,911)	11.11
Total Rail	**1,323,207**	**0**	**0**	**0**	**1,323,207**	**3,705,158**	**(2,381,951)**	**35.71**
Commuter Assistance Program								
Transit Information Center	12,598	0	0	0	12,598	53,200	(40,602)	23.68
Rideshare Programs	2,772	0	0	0	2,772	56,500	(53,728)	4.91
Total Commuter Assistance	**15,370**	**0**	**0**	**0**	**15,370**	**109,700**	**(94,330)**	**14.01**
Planning & Programming								
Transportation Development Act	8,025	2,631,866	0	0	2,639,891	29,536,714	(26,896,823)	8.94
Transportation Improvement Program	76,382	0	0	0	76,382	285,650	(209,268)	26.74
Regional Transportation Planning	10,000	0	0	0	10,000	329,000	(319,000)	3.04
Airport Land Use Commission	907	0	0	0	907	206,000	(205,093)	0.44
Regional Transit Planning	3,180	0	0	0	3,180	117,700	(114,520)	2.70
Freight Movement	0	0	0	0	0	12,500	(12,500)	0.00
Total Planning & Programming	**98,494**	**2,631,866**	**0**	**0**	**2,730,360**	**30,487,564**	**(27,757,204)**	**8.96**
General Government								
Community Outreach & Marketing	41,746	0	0	0	41,746	519,600	(477,854)	8.03
State & Federal Relations	26,029	0	0	0	26,029	76,525	(50,496)	34.01
Management & Administration	6,774	0	0	0	6,774	80,456	(73,682)	8.42
Total General Government	**74,549**	**0**	**0**	**0**	**74,549**	**676,581**	**(602,032)**	**11.02**
Total Expenditures	**4,883,898**	**2,631,866**	**0**	**96,173**	**7,611,937**	**65,447,297**	**(57,835,360)**	**11.63**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)
Revenues over (under) expenditures	**127,365**	**5,428,962**	**0**	**(27,015)**	**5,529,312**	**(8,468,648)**	**13,997,960**
Other Financing Sources							
Transfers Into GF from LTF	1,931,190	0	0	0	1,931,190	2,565,190	(634,000)
Transfers Into GF from STA	1,813,437	0	0	0	1,813,437	10,519,370	(8,705,933)
Transfers Into GF from SAFE	0	0	0	0	0	41,900	(41,900)
Transfers Out of LTF into GF	0	(1,931,190)	0	0	(1,931,190)	(2,565,190)	634,000
Transfers Out of STA into GF	0	0	(1,813,437)	0	(1,813,437)	(10,519,370)	8,705,933
Transfers Out of SAFE into GF	0	0	0	0	0	(41,900)	41,900
Total Other Financing Sources	**3,744,627**	**(1,931,190)**	**(1,813,437)**	**0**	**0**	**0**	**0**
Net Change in Fund Balances	**3,871,992**	**3,497,772**	**(1,813,437)**	**(27,015)**	**5,529,312**	**(8,468,648)**	**13,997,960**
Beginning Fund Balance	**1,592,617**	**10,411,113**	**13,403,280**	**3,511,323**	**28,918,333**	**22,314,000**	**1,788,827**
Ending Fund Balance	**$5,464,609**	**$13,908,885**	**$11,589,843**	**$3,484,308**	**$34,447,645**	**$13,845,352**	**$15,786,787**

For Management Reporting Purposes Only

VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF SEPTEMBER 30, 2013

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	$220.71	0.02%	$3,734,079.33
County of Ventura	Treasury Pool	N/A	$0.00		$28,931,848.04
Total			**$ 220.71**		**$32,665,927.37**

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.

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 #9B

November 1, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: JAMES HINKAMP, PROGRAM ANALYST

SUBJECT: PASSENGER RAIL UPDATE

RECOMMENDATION:

- Receive and file.

BACKGROUND:

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

DISCUSSION:

Metrolink

Ridership & On-Time Performance

During the month of September, the Ventura County Line averaged 3,773 total passenger boardings per weekday. This is a 5% increase from the previous month of August, but is also a 3% decrease year-over-year, from September 2012. Detailed statistics are attached.

In September, on-time performance (which denotes trains arriving within five minutes of scheduled time) for the Ventura County Line was 94% (inbound and outbound). On-time performance data for the month of August was unavailable prior to the last Commission meeting, but has since been provided. Therefore, for the month of August, on-time performance for the Ventura County Line was 95% (inbound and outbound).

Finances

At its October meeting, the Metrolink Board of Directors terminated the current contract with McGladrey LLP, Metrolink's external auditor, whose duties entailed review of internal financial controls and statements, in addition to conducting the Single Audit (Office of Management & Budget A-133 audit). A new contract was awarded to Macias Consulting Group, Inc., based on established Metrolink policy allowing qualifying firms to be selected from a consultant bench already approved by the Los Angeles County Metropolitan Authority.

Furthermore, as the Commission is aware, the Metrolink Board of Directors hired KPMG LLP at its September meeting for the following services, each of which is under a separate and distinct contract, so as not to commingle the contracted tasks: 1) to provide supplemental managerial staffing to the Accounting and Finance Department and resolve ongoing financial issues, including account reconciliations and cash flow; 2) to perform a forensic audit in order to evaluate potential fraud and improper asset handling related to financial difficulties currently experienced by Metrolink. However, to date, KPMG LLP continues to review Metrolink's finances and is expected to present more comprehensive findings at the November Board meeting.

Positive Train Control Update

Metrolink has partnered with Burlington Northern Santa Fe (BNSF), a Class I freight railroad, to execute revenue service demonstration (RSD) testing of Positive Train Control (PTC) on the 91 Line, which runs between Orange County and Riverside County. PTC is an advanced rail safety system designed to eliminate human error in train operations by preventing train-to-train collisions, trains entering established work zones along the right-of-way, and derailments due to excessive operating speeds; trains will also be slowed and stopped if operator error is detected.

Although RSD testing was previously scheduled to occur along the San Bernardino Line, switching to the 91 Line will allow full interoperability testing between passenger and freight rail systems prior to deploying PTC in regular revenue service. Once completed, this project milestone will represent the first passenger operation of the newly developed, interoperable PTC software.

Per Federal Rail Administration (FRA) regulations, the participating agencies must also file a PTC Safety Plan and receive certification prior to initiating RSD testing. Previously, RSD testing was to occur in late October, however due to the recent federal government shutdown, the PTC Safety Plan certification remains pending and may possibly delay testing system-wide. This would impact future testing on the Ventura County Line, which is currently projected to begin in 2014. Furthermore, software development difficulties have occurred and may inhibit timely project delivery as well. Metrolink and VCTC staff have identified alternative funding options, to cover additional costs that may be incurred as a result of aforementioned delays, with the goal of mitigating negative effects on current member agency operating subsidies.

Holiday Service Notification

On Thanksgiving, Metrolink trains will operate according to the Sunday service schedule exclusively on the Antelope Valley and San Bernardino lines. However, the day after Thanksgiving, regular weekday service will resume across the system.

LOSSAN JPA

Governance

At its August meeting, the LOSSAN Board approved the Orange County Transportation Authority (OCTA) as the Managing Agency for the LOSSAN JPA. This agency appointment will become official upon subsequent approval of the Administrative Support Agreement (ASA) between the LOSSAN Board and OCTA. Last month, the LOSSAN Board approved the draft ASA with additional comments; a final draft will be presented for approval at the November Board meeting.

Shortly after ASA approval, OCTA will present an Interim Workplan and proceed to negotiate the interagency transfer of intercity train service from the State to the regional Joint Powers Authority, as authorized under SB 1225 (Padilla, 2012). The timeframe for the interagency transfer to occur is June 2014 - June 2015.

<u>Interactive Train Tracking</u>

Amtrak has created an interactive train locator map that provides near real-time, visual information on train locations nationwide. The map uses the Google Maps interface and allows passengers to search by train number or name, city name, station name or code, in order to proactively learn more about estimated arrival times and departures. Amtrak also anticipates adding local travel and tourism information to the interactive map in the near future. The interactive map can be accessed at http://www.amtrak.com/train-routes.

ATTACHMENT

September 2013 Metrolink Ridership

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)

SEPTEMBER 2013 v. AUGUST 2013 (MONTH OVER MONTH)

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
13-Aug	3,590	40,701	*n/a*
13-Sep	3,773	41,677	*n/a*
Variance	*5%*	*2%*	*n/a*

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)

SEPTEMBER 2013 V. SEPTEMBER 2012 (YEAR OVER YEAR)

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
12-Sep	3,880	43,135	175
13-Sep	3,672	41,677	*n/a*
Variance	*-3%*	*-3%*	*n/a*

Item #9C

November 1, 2013

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

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

SUBJECT: **LEGISLATIVE UPDATE**

RECOMMENDATION:

- Receive and file.

BACKGROUND:

Federal Issues

As the Commission is aware, on October 17th President Obama signed the Continuing Resolution extending government operations through January 15th at the prior level. The immediate impact of this legislation on VCTC is the reopening of the offices of the Federal Transit Administration, allowing VCTC to again receive reimbursements from previously-approved grants. In addition, the Continuing Resolution makes available the first portion of the federal funds authorized for Fiscal Year 2013/14 under Moving Ahead for Progress in the 21st Century (MAP-21).

State Issues

Attachment A is the monthly report from Delaney Hunter, the Commission's lobbyist. Attachment B is the bill matrix. All of the bills tracked by VCTC that went to the Governor were signed, except for AB 1290, a bill establishing Sustainable Communities Strategy reporting requirements to the California Transportation Commission. VCTC had a Watch position on that bill.

ATTACHMENT A

GONZALEZ, QUINTANA & HUNTER, LLC

VENTURA COUNTY TRANSPORTATION COMMISSION
MONTHLY STATE ADVOCACY REPORT
OCTOBER 2013

LEGISLATIVE UPDATES

SB 203 (Pavley) Local Transportation Funds: Ventura County
SB 203 passed out of the Assembly Appropriations Committee on Consent and with a unanimous vote August 14th and off the Assembly Floor on Consent and with a unanimous vote on August 22nd. The bill then moved back to the Senate for concurrence on August 30th where it passed off the Senate Floor and to the Governor by a vote of 38-0. On September 3rd we – along with Elise Thurau, Legislative Director for Senator Pavley – met with the Governor's staff to request a signature. Additional information was requested by the Governor's staff which we provided on September 5th. **On October 1st Governor Brown signed it into law.**

AB 664 (Williams) Gold Coast Transit District
AB 664 passed off the Senate Floor unanimously on September 6th and moved back to the Assembly for concurrence, where it also passed off unanimously and now awaits action by the Governor. We sent a letter urging the Governor to sign AB 664 – **he agreed and signed the bill on October 3rd.**

AB 179 (Bocanegra) – Data Privacy Rules for Electronic Fare Passes
AB 179 passed off the Assembly Floor on a vote of 70-1 on May 24th and out of the Senate Judiciary Committee on a vote of 5-2 on June 25th. VCTC consulted with staff of Assemblymember Bocanegra regarding VCTC's concerns with the bill and upon further clarification and assurance removed our opposition.

As we reported last month there was an attempt to have Assemblymember Bocanegra entertain amendments relative to handling and maintenance of video footage and the potential of limiting our ability to share such footage with law enforcement without a warrant or court order. These amendments were of grave concern to our partners at Metrolink and the California Transit Association (CTA) for obvious reasons. CTA working with its members and staff of the Senate Transportation Committee was able to push back on the potential amendments and AB 179 passed to the Governor without such language being added. **Governor Brown signed the bill on September 27th.**

AB 513 (Frazier) – Rubberized Asphalt
AB 513 passed through the legislative process and is now awaiting action by the Governor. As reported earlier, amendments taken in May make technical changes to how funds would be appropriated and adds a sunset date of January 1, 2020. **The Governor signed AB 513 on October 3rd.**

AB 401 (Daly) – Design Build
AB 401 authorizes Caltrans to use design build procurement for up to ten projects on the state highway and expressway system, and provides regional transportation agencies with unlimited authority to use design build procurement for projects on or adjacent to the state highway system until 2024 while requiring Caltrans to oversee construction inspection of these projects on the state highway system. AB 401 passed through the legislative process with bi-partisan support and is awaiting action by the Governor. We sent a letter to the Governor urging his signature on this important measure. **He signed the bill on October 5th.**

AB 1222 (Bloom and Dickinson) – PEPRA exemption for public transit employees
AB 1222 exempts certain public transit workers from the requirements of the Public Employees' Pension Reform Act of 2013 (PEPRA) for a specified period of time pending a ruling from the federal district court, and authorize cash flow loans of up to $26 million to local mass transit providers (Sacramento Regional Transit). AB 1222 is the result of a negotiated plan between the Governor and the federal Department of Labor and received strong bi-partisan support in the Legislature. **We sent a letter of support to the Governor and he signed the measure on October 4th.**

ATTACHMENT B

VENTURA COUNTY TRANSPORTATION COMMISSION STATE LEGISLATIVE MATRIX BILL SUMMARY October 15, 2013			
BILL/AUTHOR	**SUBJECT**	**POSITION**	**STATUS**
AB 179 Bocanegra	Requires purging of certain personal identification information for electronic transit fare media.	Watch	Signed by Governor.
AB 401 Daly	Authorizes design/build procurements.	Support	Signed by Governor.
AB 513 Frazier	Establishes a grant program for use of recycled tires in local agency paving projects.	Support	Signed by Governor.
AB 664 Williams	Establishes a Gold Coast Transit District.	Support & Seek Amendment	Signed by Governor.
AB 1222 Bloom	Implements temporary arrangement to allow federal transit funds to continue flowing despite issue of whether state pension reform conflicts with federal transit worker protections.	Support	Signed by Governor.
AB 1290 J. Perez	Requires reporting on Sustainable Communities Strategy (SCS) implementation to CTC, and inclusion of SCS documentation in county STIP nominations.	Watch	Vetoed by Governor.
SB 203 Pavley	Allows Ventura County cities with a population of under 100,000, and the rural portion of the unincorporated area, to use TDA funds for streets and roads as in other counties.	Sponsor	Signed by Governor.

Item #9D

November 1, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PRORAMMING 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 2013/14 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 2013/14 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 2013/14 Program of Projects (POP).

ATTACHMENT

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 <u>Rural Transportation Employees Protection Guidebook</u>, 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 affects 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 Act[1], the Public Body agrees to be bound by this Agreement, including those terms and conditions of Appendix C-1 which are attached hereto as Appendix "B."

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[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 empoloyees 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 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 49 U.S.C. §11347.

(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.

(4)(b) In the event of any dispute as to whether or not a particular employee was 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. §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.

(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) 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.

(9) 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.

(10) 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.

(11) 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 _______________, 2013.

VENTURA COUNTY TRANSPORTATION COMMISSION

By ____________________________ Date: _______________
Steven Sojka, 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	Union
Gold Coast Transit	SEIU Local 721
City of Simi Valley	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 (75^{th}) 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. <u>LOSSES FROM HOME REMOVAL</u> – (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 art) 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.

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Item #9E

November 1, 2013

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **STEPHANIE YOUNG, PROGRAM ANALYST**

SUBJECT: **REVISED SURFACE TRANSPORTATION PROGRAM (STP) FUNDING FOR CITY OF OXNARD**

RECOMMENDATION:

- Reprogram $433,698 of Surface Transportation Program (STP) funds from the Ventura Boulevard Improvements project to the Rose Avenue Resurfacing project in the City of Oxnard.

BACKGROUND:

The City of Oxnard has received obligation of $1,865,108 in STP funds for the Construction phase of the Ventura Boulevard Improvements project, which was approved by the Commission in the 2010 Mini Call for Projects. The project has a cost savings of $433,698 in STP funds.

The Rose Avenue Resurfacing project in Oxnard was approved by the Commission for $2,162,328 in STP funding in the 2012 Mini Call for Projects. The cost of this project has increased due to the continued deterioration of the pavement from the high volume of traffic since the project was approved. The City requests that the cost savings of $433,698 STP from Ventura Boulevard be reprogrammed to the Rose Avenue Resurfacing project. The transfer will bring the total programmed funding in the Rose Avenue Resurfacing project to $2,596,026.

This recommendation was presented at the October 17, 2013 Transportation Technical Advisory Committee meeting. There was no quorum; however those present had no objection to the staff recommendation.

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Item #9F

November 1 , 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: INSURANCE COVERAGE

RECOMMENDATION:

- Approve the insurance proposal as presented.

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. Alliant assisted VCTC last fiscal year in obtaining insurance through several providers: Navigators Specialty Insurance for general liability, American Safety Indemnity Company for excess liability, ACE Westchester for public officials liability and employment practices liability, National Union Fire Insurance Company for crime and Alliant's Speical Property Insurance for property insurance. Alliant has expertly assisted VCTC staff throughout the year answering many questions and providing insurance advice.

DISCUSSION:

The property insurance was renewed with Alliant Special Property Insurance on July 1, 2013 at a cost of $4,532.94 (an increase of $1,774 because the initial policy was only for seven months). The remaining insurances are up for renewal on November 20, 2013.

Alliant has provided VCTC with an insurance proposal (see Attachment 1) for the period November 20, 2013 through November 20, 2014. Below is a summary of the insurance proposal submitted by Alliant with details in Attachment 1:

- General Liability – The current provider is Navigators Specialty Insurance. Alliant is again recommending Navigator for the general liability insurance with a premium of $85,708, an increase of $3,268 from the previous year. This policy excludes claims arising out of train operations, but VCTC is covered through Metrolink and Fillmore and Western's policies.

- Excess Liability – The current provider is American Safety Indemntiy Company. Aliant is recommending First Mercury Insurance Company for excess liability insurance with a premium of $42,828, an increase of $1,528 from the previous year. American was acquired by Fairfax Financial Holdings Limited and First Mercury is one of their insurance companies.

- Public Officials Liability and Employment Practices Liability – The current policy is with ACE Westchester. Alliant is again recommending ACE for public officials liability and employment practices liability insurance with a premium of $60,791, an increase of $2,007.

- 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, an increase of $55.

The overall premium increase for the four insurances presented above is $6,858 or 3.71% for a total of $191,824 and is in line with market adjustments. This would bring the total insurance cost for the fiscal year to $196,357 and is within budget. Mr. Matt McManus from Alliant Insurance Services, Inc. will be attending the meeting to answer questions as needed.

Ventura County Transportation Commission

INSURANCE PROPOSAL
2013-2014

October 14, 2013

Seth Cole, First Vice President
Matt McManus, Asst. Vice President

100 Pine Street, 11the Floor
San Francisco, CA 94111
Phone: (415) 403-1400 / Fax: (415) 402-0772

Alliant Insurance Services, Inc.
CA License No. 0C36861
www.alliantinsurance.com

Ventura County Transportation Commission
13/14 Premium
Effective November 20, 2013 to November 20, 2014

12-13 PREMIUM		13-14 RENEWAL PROGRAM		
Coverage	Premium includes Taxes & Fees	Premium includes Taxes & Fees	Difference Compared to Expiring	% Variance
General Liability	$ 82,439.96	$ 85,707.60	$ 3,267.64	3.96%
Excess General Liability	$ 41,300.00	$ 42,828.00	$ 1,528.00	3.70%
Public Official & Employment Practices Liability	$ 58,784.00	$60,791.00	$ 2,007.00	3.41%
Crime	$ 2,442.00	$ 2,497.00	$ 55.00	2.25%
TOTAL	**$ 184,965.96**	**$ 191,823.60**	**$ 6,857.64**	**3.71%**

Alliant

VENTURA COUNTY TRANSPORTATION COMMISSION

Commercial General Liability

	PRESENT COVERAGE	PROPOSED COVERAGE
INSURANCE COMPANY:	*Navigators Specialty Insurance Company*	*Navigators Specialty Insurance Company*
A.M. BEST RATING:	A (Excellent), X ($500 Million to $750 Million)	A (Excellent), X ($500 Million to $750 Million)
STANDARD & POOR'S RATING:	a+, stable	a+, stable
CA STATUS:	Non-Admitted	Non-Admitted
POLICY TERM:	November 20, 2012 to November 20, 2013	November 20, 2013 to November 20, 2014
Coverage Form:	Occurrence	Occurrence
Limits:	$1,000,000 Each Occurrence $2,000,000 General Aggregate $2,000,000 Products / Completed Operations Agg. $1,000,000 Personal Injury / Advertising $1,000,000 Hired & Non-Owned Auto $50,000 Fire Legal Liability Any one Fire Not Covered Medical Payment	$1,000,000 Each Occurrence $2,000,000 General Aggregate $2,000,000 Products / Completed Operations Agg. $1,000,000 Personal Injury / Advertising $1,000,000 Hired & Non-Owned Auto $50,000 Fire Legal Liability Any one Fire Not Covered Medical Payment
Deductible:	$10,000 BI/PD Each Occurrence $10,000 Personal Injury/Advertising Each Occurrence	$10,000 BI/PD Each Occurrence $10,000 Personal Injury/Advertising Each Occurrence
Premium:	$79,545.00 Premium $ 300.00 Policy Fee $ 2,594.96 Taxes & Fees **$82,439.96 Total Annual Premium**	$ 82,750.00 Premium $ 300.00 Policy Fee $ 2,657.60 Taxes and Fees **$85,707.60 Total Annual Premium**

NRRA Statement: **The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.**

Alliant Insurance Services, Inc.
CA License No. 0C36861
Alliantinsurance.com

General Liability - Continued	PRESENT COVERAGE	PROPOSED COVERAGE
Endorsement &Exclusions: (including but not limited to)	• Common Policy Dec. – Navigators Specialty Ins. Co.	• Common Policy Dec. – Navigators Specialty Ins. Co.
	• Schedule of Forms and Endts.	• Schedule of Forms and Endts.
	• Schedule of Named Insured(s)	• Schedule of Named Insured(s)
	• Assault & Battery Included	• Assault & Battery Included
	• Nuclear Energy Liability Exclusion	• Nuclear Energy Liability Exclusion
	• Service of Suit	• Service of Suit
	• Claims Reporting Procedures	• Claims Reporting Procedures
	• Disclosure Notice Terrorism Risk Insurance Program	• Disclosure Notice Terrorism Risk Insurance Program
	• Exclusion of Certified Acts of Terrorism	• Exclusion of Certified Acts of Terrorism
	• Cap on Losses from Certified Acts of Terrorism	• Cap on Losses from Certified Acts of Terrorism
	• CGL Coverage Part Dec	• CGL Coverage Part Dec
	• Cross Suits Exclusion	• Cross Suits Exclusion
	• CGL Coverage Form – Occurrence	• CGL Coverage Form – Occurrence
	• Asbestos, Sulfates, Lead & Arsenic Exclusion	• Asbestos, Sulfates, Lead & Arsenic Exclusion
	• Definition of Employee Amendment	• Definition of Employee Amendment
	• Minimum Earned Premium & Premium Audit Endt. 100%, 12 Months	• Minimum Earned Premium & Premium Audit Endt. 100%, 12 Months
	• Intellectual Property Amendment	• Intellectual Property Amendment
	• Medical Payments Exclusion	• Medical Payments Exclusion
	• Silica or Silica Related Dust Exclusion	• Silica or Silica Related Dust Exclusion
	• Total Pollution Exclusion with a hostile fire Exception	• Total Pollution Exclusion with a hostile fire Exception
	• Fungi or Bacteria (Mold) Exclusion	• Fungi or Bacteria (Mold) Exclusion
	• Primary and Non-Contributory	• Primary and Non-Contributory
	• Deductible Liability Insurance	• Deductible Liability Insurance
	• Limitation of Coverage to Designated Premises or Projects	• Limitation of Coverage to Designated Premises or Projects
	• Construction Management E&O Exclusion	• Construction Management E&O Exclusion
	• Earth Movement Exclusion	• Earth Movement Exclusion
	• Continuous or progressive injury and damage Exclusion	• Continuous or progressive injury and damage Exclusion
	• Non-Pyramiding of Limits Endorsement	• Non-Pyramiding of Limits Endorsement
	• Violation of Statutes that Govern E-mails, Fax, Phone Calls or Other Methods of Sending Material or Information Exclusion	• Violation of Statutes that Govern E-mails, Fax, Phone Calls or Other Methods of Sending Material or Information Exclusion
	• Financial services Exclusion	• Financial services Exclusion

General Liability - Continued	PRESENT COVERAGE	PROPOSED COVERAGE
	• Ventura County Transportation Commission Endt. • Warranty Endorsement – Work performed by subcontractors • Punitive & Exemplary Damages, Fines, Penalties and Multiplication of Damages Exclusion • Non-Owned Auto Endt. • Law Enforcement Activities Exclusion • Inverse Condemnation Exclusion	• Ventura County Transportation Commission Endt. • Warranty Endorsement – Work performed by subcontractors • Punitive & Exemplary Damages, Fines, Penalties and Multiplication of Damages Exclusion • Hired Auto & Non-Owned Auto Endt. • Law Enforcement Activities Exclusion • Inverse Condemnation Exclusion
Terrorism Option:	No Longer Applicable	$3,310 plus taxes and fees
Minimum Earned Premium:	No Longer Applicable	25%
Quote Valid Until:	No Longer Applicable	November 20, 2013
Policy Auditable:	Subject to Physical Annual Audit	Subject to Physical Annual Audit
Binding Conditions:	• Not applicable	• Written Request to Bind Coverage • Copies of updated contract with all rail and bus operators if applicable • Copies of updated contract used with subcontractors if applicable • Acceptable Inspection / Loss Control Report

Alliant

VENTURA COUNTY TRANSPORTATION COMMISSION

Follow-Form Excess Liability

	PRESENT COVERAGE	PROPOSED COVERAGE
INSURANCE COMPANY:	*American Safety Indemnity Company*	*First Mercury Insurance Company*
A.M. BEST RATING:	A (Excellent); IX (250 Million to $500 Million)	A, XIII ($1.25 Billion to $1.5 Billion)
STANDARD & POOR'S RATING:	A, Stable	A, Stable
CA STATUS:	Non-Admitted	Non-Admitted
POLICY TERM:	November 20, 2012 to November 20, 2013	November 20, 2013 to November 20, 2014
Coverage Form:	Occurrence	Occurrence
Limits:		
Each Occurrence	$10,000,000 excess of $1,000,000	$10,000,000 excess $1,000,000
General Aggregate	$10,000,000 excess of $1,000,000	$10,000,000 excess $1,000,000
Underlying Coverages & Limits:	Navigator Specialty Insurance Company	Navigator Specialty Insurance Company
General Liability	$1,000,000	$1,000,000
General Aggregate	$2,000,000	$2,000,000
Products-Comp. Ops Agg	$2,000,000	$2,000,000
Personal & Advertising Injury	$1,000,000	$1,000,000
Premium:	$ 40,000 Premium $ 1,300 Taxes & Fees **$41,300 Total Annual Premium**	$ 41,500 Premium $ 1,328 Taxes & Fees **$42,828 Total Annual Premium**

NRRA Statement: **The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.**

Minimum Earned Premium:	No longer applicable	25%
Terrorism Option:	No longer applicable	$2,064

Excess Liability - Continued	PRESENT COVERAGE	PROPOSED COVERAGE
Endorsement &Exclusions: (including but not limited to)	• Commercial Excess Liability Policy • Schedule of Underlying • Airport Liability Exclusion • Asbestos Exclusion • Cap on Losses from Certified Acts of Terrorism • Employment Related Practices Exclusion • ERISA Exclusion • Silica Dust Exclusion • Violation of Statues in Connection with email, fax or phone call Exclusion • Fungi or Bacteria Exclusion • Infringement of copyright, patent, trademark, or trade secret Exclusion • Limitation – Designated Project(s) or Premises • Nuclear Energy Liability Exclusion • Pollution Exclusion – Absolute (with hostile fire, heating ventilation & Air conditioning, upset or overturn of motor vehicle exception) • Professional Liability Exclusion • Property Damage Exclusion – Real and/or Personal Property • Punitive or Exemplary Damages Exclusion • Uninsured/Underinsured Motorist Exclusion • War Exclusion • Special Endorsement • Ventura County Transportation Commission Endt	• First Mercury Lead Excess Liability Coverage Form • Amendment of Policy language Endorsement • Airport Liability Exclusion • Automobile Exclusion • Service of Suit • Notice to California Insureds • Exclusion – Asbestos, Lead, Silica, Silica Dust • Pollution Exclusion – Absolute (with hostile fire, heating ventilation & Air conditioning, upset or overturn of motor vehicle exception) • Terrorism Exclusion unless purchase • Infringement of copyright, patent, trademark, or trade secret Exclusion • Limitation – Designated Project(s) or Premises • Nuclear Energy Liability Exclusion • War Exclusion • Workers' Compensation and similar law Exclusion • Fiduciary Exclusion
Quote Valid Until:	No longer applicable	November 20, 2013
Policy Auditable:	Not subject to Audit	Not subject to Audit
Binding Conditions:	• No longer applicable	• Written Request to Bind Coverage • Sign D-1 and Terrorism Notice

Alliant

Ventura County Transportation Commission

Public Official & Employment Practices Liability

	PRESENT COVERAGE	PROPOSED COVERAGE
INSURANCE COMPANY:	ACE Westchester Fire Insurance Company	ACE Westchester Fire Insurance Company
A.M. BEST RATING:	A+(Superior): XV ($2Billion or Greater)	A+(Superior): XV ($2Billion or Greater)
STANDARD & POOR'S RATING:	aa, stable	aa, stable
STATE COVERED STATUS:	Admitted	Admitted
POLICY / COVERAGE TERM:	November 20, 2012 to November 20, 2013	November 20, 2013 to November 20, 2014
RETRO ACTIVE DATE:	November 20, 1989	November 20, 1989
Coverage Form:	Claims Made	Claims Made
Limits:	$5,000,000 Each Claim $5,000,000 Aggregate $25,000 Crisis Management Fund	$5,000,000 Each Claim $5,000,000 Aggregate $25,000 Crisis Management Fund
Retention:	$0 Public Officials' Liability Each Claim $25,000 Public Entity Reimbursement & Public Entity Liability – Each Claim $25,000 Employment Practices Liability – Each Claim	$0 Public Officials' Liability Each Claim $25,000 Public Entity Reimbursement & Public Entity Liability – Each Claim $25,000 Employment Practices Liability – Each Claim
Premium:	$58,784	$60,791
Minimum Earned Premium:	No longer Applicable	25%
Extended Reporting Period:	12Months for 100% of last annual premium	12 Months for 100% of last annual premium

Alliant Insurance Services, Inc.
CA License No. 0C36861
Alliantinsurance.com

Date Issued: 10/14/2013

Public Official - Continued

	PRESENT COVERAGE	PROPOSED COVERAGE
Endorsement &Exclusions: (including but not limited to)	• Amended Definition of Claim • Fungi Exclusion • Bond Exclusion • Amended Bodily Injury Exclusion • Samia Maximous Exclusion • Notice of Amended – General Counsel, Risk Manager • Representation Amended – Partial Severability • Notice of Cancellation – Non Cancellable except for Non Payment • Exclusion B Amended – final Adjudication with Reimbursement of Claims Expenses • Non-Rescindable Clause • Defense and Settlement Endorsement – 75% /25% • CA Amendatory • Cap on Losses from Certified Acts of Terrorism • Policy Holder Disclosure – Notice of Terrorism Insurance Coverage	• Amended Definition of Claim • Fungi Exclusion • Bond Exclusion • Amended Bodily Injury Exclusion • Samia Maximous Exclusion • Notice of Amended – General Counsel, Risk Manager • Representation Amended – Partial Severability • Notice of Cancellation – Non Cancellable except for Non Payment • Exclusion B Amended – final Adjudication with Reimbursement of Claims Expenses • Non-Rescindable Clause • Defense and Settlement Endorsement – 75% /25% • CA Amendatory • Cap on Losses from Certified Acts of Terrorism • Policy Holder Disclosure – Notice of Terrorism Insurance Coverage
Terrorism Option:	Not applicable	Included
Quote Valid Until:	Not applicable	November 20, 2013
Binding Conditions:	• Not applicable	• Written Request to Bind Coverage

CLAIMS REPORTING NOTICE

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Alliant Insurance Services, Inc.
CA License No. 0C36861
Alliantinsurance.com

Date Issued: 10/14/2013

Alliant

VENTURA COUNTY TRANSPORTATION COMMISSION

Crime Coverage

	PRESENT COVERAGE		PROPOSED COVERAGE	
INSURANCE COMPANY:	*National Union Fire Ins. Co. of Pittsburg, PA*		*National Union Fire Ins. Co. of Pittsburg, PA*	
A.M. BEST RATING:	A (Excellent); XV ($2Billion or Greater)		A (Excellent); XV ($2Billion or Greater)	
STANDARD & POOR'S RATING:	A, Stable		A, Stable	
CA STATUS:	Admitted		Admitted	
POLICY TERM:	November 20, 2012 to November 20, 2013		November 20, 2013 to November 20, 2014	
Coverage Form:	Discovery Form		Discovery Form	
Limits:	**Limits**	**Deductible**	**Limits**	**Deductible**
Employee Theft per Loss	$500,000	$5,000	$500,000	$5,000
Forgery or Alteration	$500,000	$5,000	$500,000	$5,000
Money order/Counterfeit Currency	$500,000	$0	$500,000	$0
Computer Fraud	$500,000	$5,000	$500,000	$5,000
Theft of Money & Securities – Inside the Premises	$ 25,000	$1,000	$ 25,000	$1,000
Robbery, Safe Burglary-Other Property -Inside Premises	$500,000	$1,000	$500,000	$1,000
Outside the Premises	$ 25,000	$1,000	$ 25,000	$1,000
Funds Transfer Fraud	$500,000	$5,000	$500,000	$5,000
Credit, Debit or Charge Card Forgery	$500,000	$5,000	$500,000	$5,000
Premium:	$2,442		$2,497	

Crime - Continued

	PRESENT COVERAGE	PROPOSED COVERAGE
Endorsement &Exclusions: (including but not limited to)	• California Changes • Add Faithful Performance of Duty Coverage $500,000 Limit • Crime Advantage • Include Treasurer or Tax Collector as Employees Endt. • Bonded Employees Exclusion Deleted • Diminution of deductible • Prior Theft or Dishonesty: $10,000 • Additional Named Insured • Fidelity Research & Investigative Settlement Clause (FRISC)	• California Changes • Add Faithful Performance of Duty Coverage $500,000 Limit • Crime Advantage • Include Treasurer or Tax Collector as Employees Endt. • Bonded Employees Exclusion Deleted • Diminution of deductible • Prior Theft or Dishonesty: $10,000 • Additional Named Insured • Fidelity Research & Investigative Settlement Clause (FRISC)
Minimum Earned Premium:	Not applicable	25%
Quote Valid Until:	Not applicable	November 20, 2013
Binding Conditions:	• Not applicable	• Written Request to Bind Coverage

DISCLOSURES

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw **this proposal whether or not this offer has already been accepted.**

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliantinsurance.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

BIND COVERAGE REQUEST – Ventura County Transportation Commission

Please confirm acceptance of this proposal by signing below and faxing to 415-874-4811 or email: lcampero@alliant.com to Linh Campero at Alliant Insurance Services prior to November 20, 2013.

Would you like to bind coverage as proposed for the following lines of coverage?

❐ General Liability Yes ❐ No ❐

❐ Excess Liability Yes ❐ No ❐

❐ Public Official Liability and Employment Practices Liability Yes ❐ No ❐

❐ Crime Yes ❐ No ❐

Would you like to bind TRIA? Yes ❐ No ❐
If yes, please sign the TRIA notices.

____
Signature of Authorized Insurance Representative
Ventura County Transportation Commission

____
Date

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. The Actual terms and conditions of the policy will prevail.

NOTICE:

1. THE INSURANCE POLICY THAT YOU ARE APPLYING TO PURCHASE IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.

2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.

3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.

4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG.

5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF

APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.

8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

Date: ________________________________

Insured: ______________________________

D-1 (Effective July 21, 2011)

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury --in concurrence with the Secretary of State, and the Attorney General of the United States --to be an act of terrorism; to be a violent a ct or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage for a prospective premium of $3,310.00
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Navigators Specialty Insurance Company
Insurance Company

Print Name

LA13CGL096563QN
Policy Number

Date

ANF-177 12 07

FIRST MERCURY INSURANCE COMPANY
POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2007, effective January 1, 2008 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events, or other acts of terrorism that do not become "certified acts of terrorism." Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a $100 Billion Cap that limits United States Government reimbursement as well as insurers' Liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2007 is scheduled to terminate at the end of December 31, 2014, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2014, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

☐	I hereby elect to purchase certified acts of terrorism coverage for a premium of $2,000. I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2007 may terminate on December 31, 2014. Should that occur my coverage for terrorism as defined by the Act will also terminate.
☐	I hereby reject the purchase of certified terrorism coverage.

______________________	Ventura County Transportation Commission
Policyholder/Applicant's Signature	Named Insured/Firm
______________________	950 County Square, #207 Ventura, CA 93003
Print Name	Applicant/Insured Mailing Address
______________________	______________________
Date	Quote Number, if available

TRIADISCLOSURE 2012

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Item #9G

November 1, 2013

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **DONNA COLE, CLERK OF THE BOARD**

SUBJECT: **2014 VCTC REGULAR MEETING SCHEDULE**

RECOMMENDATION:

- Adopt the following schedule of regular monthly VCTC meeting dates for 2014

BACKGROUND:

It is recommended the following meeting date schedule be adopted for 2014. The January and July meetings will be held on the second Friday of the month as they conflict with holidays.

VCTC REGULAR MEETING SCHEDULE 2014

Jan 10, 2014*
Feb 7, 2014
March 7, 2014
April 4, 2014
May 2, 2014
June 6, 2014
July 11, 2014*
Sept 5, 2014
Oct 3, 2014
Nov 7, 2014
Dec 5, 2014

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Item #9H

November 1, 2013

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **STEVEN MATTAS, GENERAL COUNSEL**

SUBJECT: **GOVERNMENT CODE SECTION 910 ET SEQ.**
CLAIM FILED BY DONNA STANDARD ON BEHALF OF FILLMORE & WESTERN RAILWAY, INC.

RECOMMENDATION

- Deny the claim of Fillmore & Western Railway, Inc. and direct the General Counsel tender defense of the matter to VCTC's insurance carrier.

DISCUSSION

By letter dated October 8, 2013, Donna Standard on behalf of Fillmore & Western Railway, Inc has filed a claim against the VCTC alleging "substantial interference with the rights of Fillmore & Western Railway …." The letter asserts that "The incident commenced on April 9, 2013, when Darren Kettle proferred a letter embargoing the transfer of freight on the Santa Paula Branch Lin, even though such rights were granted in the contract dated June 25, 2001. Fillmore & Western Railway, Inc., was prevented from providing freight service due to the embargo letter…."

Staff and I dispute the assertions made in Ms. Standard's letter, and recommend that the Commission deny the claim and tender defense of the matter to the Commission's insurance carrier.

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Item #9I

November 1 , 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: VICTOR KAMHI, BUS SERVICES DIRECTOR

SUBJECT: VISTA CONTRACTOR SELECTION PROCESS

<u>RECOMMENDATION:</u>

- Approve the proposed VISTA Contractor Selection Process

<u>BACKGROUND:</u>

In March 2013, the Commission voted to continue its role as the VISTA Intercity/Intercounty regional transit service provider using Federal Transit Administration (FTA) funds, State Transit Assistance (STA) funds, and funds from SBCAG, and the colleges and university based on agreements. They subsequently approved a one year extension the VISTA service, vehicle, and facilities contract with Roadrunner Management Services, Inc., and directed staff to develop and release a multi-year Request for Proposals (RFP) for transit services. VCTC released the RFP on October 14, 2013. Over a dozen potential proposers were notified regarding the availability by VCTC, and the announcement was also placed in two transit trade publications in an effort to encourage participation by the industry. The RFP is for buses, support facilities, and services/maintenance for a five year period with the potential of two two-year extensions, for a total term of nine years. Service is scheduled to begin on July 1, 2014.

<u>DISCUSSION:</u>

The RFP provides a process and specifies documentation for the submittal of proposals, and identifies how projects will be scored. The schedule establishes that proposals will be submitted to the Commission by November 22, 2013, and oral interviews/presentations will be made – if needed – the week of December 13. The Ventura County Transportation Commission is scheduled to consider authorization to award contract for service at their January 9, 2014 meeting.

While the schedule and process is explicitly established, the determination of who will develop the evaluation is not. Staff feels that it is appropriate that a peer panel be used to evaluate both the written proposals, and to receive the oral presentation (if needed). The recommended panel would consist of three (3) transit agency General Managers or directors of transit services from agencies comparable to VISTA or larger, who have had experience in transit contracting, and the VCTC Executive Director. In addition, it is recommended that two of our funding partners be appointed to the evaluation panel. These funding partners have a definite interest in the services, and should also have an opportunity to participate in the process. To this end, it is recommended that the California State University Channel Islands (who fund about 8.2% of the VISTA costs), the Santa Barbara County Association of Governments (who fund about 5.5% of the VISTA costs), both be invited to participate in the process. By inviting both the SBCAG Executive Director and a high level University Administrator (to be determined in by the University), the Commission will have a six person panel which will provide both the technical and policy guidance to insure that the Commission has a thorough and sound recommendation for our future VISTA services.

Item # 10

November 1, 2013

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **ALAN HOLMES, TRANSPORTATION DEMAND MANAGEMENT PROGRAM MANAGER**

SUBJECT: **COMMUTER SERVICES PROGRAM UPDATE**

RECOMMENDATION:

- Receive and file

BACKGROUND:

Based on 2007-2011 American Community Survey data, 23% of Ventura County residents utilize some form of an alternative commute such as carpooling, vanpooling, public transportation, walking and bicycling. Driving alone remains the most popular commuting choice at 77%; this is favorable when compared to the national average for the same period where nearly 83% drove alone and 17% used an alternative mode.

Current services available to employers include assistance in meeting the Ventura County Air Pollution Control District's Rule 211, which mandates that any worksite with more than 100 employees conduct a biennial commute survey tracking how employees get to work during a typical five day work week. The Guaranteed Ride Home Program is open to registered employees who experience a personal or family emergency while at work without their personal vehicle. Customized carpool and vanpool matching is available to anyone that works in the county through the shared regional ridematching database. To make these services more convenient for employers, a single registration tool called the Transportation Survey is utilized, which is available in both hardcopy and online formats.

To promote ridesharing a number of methodologies are used including monthly eblasts to company representatives- also known as Employee Transportation Coordinators (ETCs), the regional electronic newsletter Commute Smart News, one-on-one outreach to employers, and rideshare events held at worksites to get the rideshare message directly to employees.

In an effort to increase participation in the countywide rideshare program by both employees and employers, staff is proposing to increase outreach and support/marketing materials. Phase One will focus on employers by providing them with additional tools and resources to promote ridesharing. The second phase will focus on employees at both participating and non-participating worksites in FY 2014/2015.

DISCUSSION:

While the above methodologies have proven effective, areas have been identified that could increase the market share of both employers and the commuting public. Phase One targets employers as it is the most cost effective way to reach the greatest number of people. This is based on data that shows there are over 1,000 worksites in Ventura County with 50 or more employees and that home to work trips are the most common travel pattern found in the County. A review of the employee portion of the database shows that about 90% of the 32,000 registrants work for a participating employer. Outreach through employers has proven to be one of the most cost effective methods of getting the rideshare message to commuters.

The initial step in Phase One is to place at each participating worksite the Commuter Services Employer Resource Manual which is currently in development. The manual will be comprised of several modules focusing on:

- *VCTC*- Detailing who we are and what we do. It will cover services that the Commission offers, contact information for various departments and available resources.
- *Local Government*- References information focusing on the city in which the employer is located. This section will detail City Council information and who to contact at the city for administration, traffic, emergency and other needs. This section will also include regional, state and national government contacts. Local transit options will also be provided.
- *Alternative Commute Options*- Highlights the benefits of ridesharing for the employer, employee and the community. It defines each commute mode and how to tailor information based on commute distance of the employee.
- *Rule 211*- Defines the Rule and compliance options available to employers.
- *Commuter Tax Benefits*- Offers insight into how an employer can most effectively use Qualified Transportation Fringe Benefits as allowed under Section 132(f) of the Internal Revenue Code.
- *Employer Resources*- Defines the Employee Transportation Coordinator’s typical duties, offers a glossary of terms and acronyms used and ‘how to’ sections on starting and maintaining a rideshare program.
- *Ridematching and Reporting*- Gives detailed instructions on how to most effectively use the current ridematching software, how to generate reports and basic ridematching functions.
- *Guaranteed Ride Home*- A complete overview of the GRH program including covered and non-covered usage, how to register an employee and other terms and conditions.

Outreach: The second step of Phase One is increased employer outreach with a goal of contacting every participating employer quarterly. Contact will be made to insure the employer has enough marketing materials such as posters, flyers, transit schedules and brochures on hand and to inform them of upcoming events such as Rideshare Week and Bike to Work Week.

Employer Recognition: The third step of Phase One is to hold a local employer event. For the last 15 years VCTC has participated with L. A. Metro and the Orange County Transportation Authority in sponsoring the Rideshare Diamond Awards recognizing effective employer programs and spotlighting Employee Transportation Coordinators that go above and beyond the call in promoting the benefits of rideshare. Attendance at the Awards Luncheon from Ventura County employers has declined over the last few years with the trip to Los Angeles given as the most common reason. Having a local recognition event will increase participation and give us the opportunity provide more specific information on our products and services.

Phase Two will focus on reaching out to commuters to support the message they are receiving from their employer and to reach employees that do not work at participating worksites. This phase is currently in development and is scheduled to be implemented in FY 2014/2015 and will utilize feedback from Phase One participants.

Funding is currently available in the FY 2013/2014 budget for Phase One activities. Funding for Phase Two will be considered at the same time the FY 2014/2015 VCTC budget is prepared.

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Item #11

November 1, 2013

MEMO TO: **VENTURA COUNTY TRANSPORTATION COMMISSION**

FROM: **DARREN KETTLE, EXECUTIVE DIRECTOR**

SUBJECT: **VCTC BRAND AND PUBLIC PROFILE**

RECOMMENDATION:

- Consider options for Commission conversation regarding raising profile of the VCTC brand, name recognition and public profile.

DISCUSSION

At the September 2013 meeting the Commission approved the final Ventura County Transportation Commission Comprehensive Transportation Plan. The CTP was a multi-year effort and involved the single greatest public outreach and civic engagement effort ever undertaken by VCTC. As part of the presentation of the CTP, staff identified a number of next steps, several of which are already in process, that need to happen to move forward with implementing the plan. During the Commission's discussion of the plan, Commissioners were very complimentary of the comprehensive transportation planning effort but raised concerns of the public's overall lack of awareness of the VCTC brand. It was requested that the subject be agendized for a future Commission meeting for further discussion with options including having a retreat or setting aside a block of time as part of a regularly scheduled Commission meeting.