



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, SEPTEMBER 10, 2010
9:00 AM**

Members Present:

Bill Fulton
Steve Bennett
Ralph Fernandez
Peter Foy
Brian Humphrey
Michael Morgan
Jon Sharkey
Linda Parks
Carol Smith
Steve Sojka
Keith Turner
Patti Walker
John Zaragoza
Mike Miles, Caltrans

Call To Order

Pledge of Allegiance

Roll Call

**Public Comments for those items not listed in this agenda
NONE**

**APPROVE SUMMARY FROM JULY 9, 2010 REGULAR VCTC MEETING
APPROVED**

CALTRANS REPORT

Mike Miles reported on the progress of the 118 widening and the impacts of the state budget.

COMMISSIONERS REPORT

Commissioner Sojka thanked Mike Miles for attending a meeting in Simi Valley to discuss landscaping.

EXECUTIVE DIRECTOR REPORT

1. **Lewis Road Project Update** – As mentioned last month in an e-mail to you, the California Transportation Commission, or CTC, at its August 12th meeting, took a significant action for VCTC, approving the allocation of \$23 million in State Transportation Improvement Program (STIP) funds to repay VCTC's 2005 bond issue for the Lewis Road Widening, contingent upon approval of funds in the State Budget. Caltrans had recommended deferring the vote, but CTC staff, supported by VCTC, recommended the allocation be voted contingent on the State Budget. Should the State budget be delayed further, such that VCTC cannot close out the bonds by March, 2011, we will start accruing additional interest charges, which would be paid using unprogrammed STP funds.

“Save the Date” The County of Ventura is organizing a celebration for the long awaited completion of The Lewis Road Widening Project from the California State University Channel Islands (CSUCI) to Highway 101. The ribbon cutting ceremony is scheduled for Thursday, October 28, 2010 from 10 AM to Noon. Invitations will follow.

2. **Positive Train Control Creative Financing Legislation** - On August 31st, the final day of the session, the Legislature approved SB 1371, authored by Correa, to allow the CTC to approve a Letter of No Prejudice for the Proposition 1A funding for Positive Train Control. The bill is now awaiting the Governor's signature. On your desk is a letter of support that was sent to the Governor by the Metrolink member agencies, including VCTC. This bill will allow Metrolink to move forward with the Positive Train Control implementation contract under the agreements included under Item #14 of your agenda.
3. **Transit/Transportation Planning Grant Awards** - In January 2010 the Commission authorized applying for three Caltrans/FTA planning grants. Caltrans has notified VCTC that, subject to the approval of a state budget, it will award two of the three applied for by VCTC. The first grant requested \$60,000 is to prepare a plan to provide community transit services in the Heritage Valley which will both meet the community needs and be fiscally sustainable. This grant will be used to hire a consultant. We will be calling on the VCTC Board members from the Cities of Fillmore, Santa Paula, and the 3rd District County Supervisor to serve as a policy steering committee. The second grant request was for \$40,000, to fund a transit intern. The intern position will work on both the VCTC Countywide transit program and the on-going operations of the VISTA transit services. The one application not funded was a \$250,000 Caltrans Community-Based Transportation Planning grant for enhanced community involvement and alternatives analysis in development of the Sustainable Communities Strategy for SB 375 with a particular focus on potential high use transit corridors.
4. **Obama Administration Transportation Infrastructure Investment Announcement** – On Labor Day, September 6th, President Obama announced his proposal for \$50 billion of investment in transportation for immediate enactment that would include funding for highways, railroads and transit, and airports, with the exact dollar amounts in each mode uncertain. Intercity passenger rail and aviation have not heretofore been considered part of the surface transportation reauthorization process because they have not received funding from the Highway Trust Fund. As staff has shared with the Commission over the past several months we continue to operate under a “continuing transportation authorization act” and, while the President's announcement is welcomed, we still desperately need Congress and the President to act on a long-term transportation funding bill that will provide a steady and reliable source of federal transportation funding.
5. **Highway 101 Widening Project Update** - The Conditional Use Permit (CUP) filed by Caltrans for the Highway 101 HOV Lane project has been approved by the County of Ventura Planning Commission. However, there are two organizations that presented an appeal to the County Board of Supervisors; Surfrider Foundation and the community of Mussel Shoals. The main objection to the project is the location of the bike path as they prefer to have it on the northbound side of the freeway in order to preserve the current parking area along the beach and keep the bikers away from the Mussel Shoals ramp. The appeal is scheduled to be heard by the County Board of Supervisors on Tuesday, September 21, 2010. Caltrans was able to extend the project schedule to advertise the project for bids to January 2011 instead of the original schedule of October 2010.

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6. **TIGER II Application for Hueneme Road Widening Design** – Working with the Oxnard Harbor District, the County of Ventura and the City of Oxnard, VCTC staff filed an application for a Tiger II grant on behalf of the County of Ventura for the design of Hueneme Road Widening between Edison Drive and Rice Avenue along the primary Port of Hueneme port access route. The grant application submitted is for \$680,000 with \$180,000 (20%) match provided equally by the County of Ventura and the Harbor District and funds only the project development costs that include environmental clearance and design. The project will widen this essential truck route that is one segment of port access route to State Highway 101 from 2 to 4 lanes. If the grant funds are received, it is likely that the project development work (environmental and design) would take several years.
7. **California Transportation Commission Appointee News** – In late July the Governor announced the appointment of Fran Inman, 64, of Los Angeles, to the California Transportation Commission. Since 1996, she has been senior vice president of Majestic Realty. She is a member of the executive committee and immediate past chair of the Los Angeles Area Chamber of Commerce Board of Directors, member of the Public Infrastructure Advisory Commission, San Gabriel Valley Economic Partnership, Vice President of the California Business Properties Association Board of Directors, National Association of Industrial and Office Properties Board of Directors and founding member of FuturePorts. In her role with Majestic Realty Ms. Inman has been a leader in supporting transportation infrastructure funding and freight movement throughout southern California. VCTC staff has developed a very good relationship with Ms. Inman from working with her in those areas and will look forward to working with her in this new role.
8. **Community Transportation Survey Response** – During the month of August VCTC distributed a community survey (see attached) asking residents about how they use the transportation system and what is important to them from a transportation perspective. We mailed to a random list of 20,000 Ventura County households. The online survey was promoted via a print ad, a community poster distribution, and notices on the VCTC website, Facebook page, Twitter and local radio. The survey period was scheduled to end August 27, but as media inquiries continued we have kept the survey link on the Commission's website active through the end of this week. As of September 7, 2010, 958 mailed surveys and 193 electronic surveys had been completed. We will tabulate the responses over the next several weeks and share with the Commission some of the key findings later this year.

ADDITIONS/REVISIONS

Item #9C, "Proposition 1B Transit Program of Projects" was removed from Consent for discussion with Item 14 because the two are related.

CONSENT CALENDAR-

APPROVED, WITH THE EXCEPTION OF ITEM #9C

9A. MONTHLY BUDGET REPORT

Receive and file the Monthly Budget Report.

9B. RAIL OPERATIONS UPDATE

Receive and file the Commuter Rail Program Update.

9D. CUBIC AND AEGIR SUPPORT AND MAINTENANCE CONTRACTS

- Approve the FY 10/11 Amendment Agreement in the Amount of \$113,908 to Cubic Transportation Systems, Inc., for Maintenance and Operations of the Smartcard System
- Approve the FY 10/11 New Agreement Not to Exceed \$139,000 to Aegir Systems for Bus Equipment Support of the Smartcard System

9E. CONGESTION MANAGEMENT AND AIR QUALITY (CMAQ) PROGRAM FUNDS FOR SIMI VALLEY

Approve Congestion Mitigation and Air Quality (CMAQ) program change requested by Simi Valley to shift \$153,110 from the Transit Maintenance Facility Expansion project to the Garage Modernization project.

9F. STIMULUS PROGRAM UPDATE

Approve revised American Recovery and Reinvestment Act (ARRA) project list to:

- Restore \$88,059 to the Conejo Creek Bike Path in Thousand Oaks, Shift \$229,641 from the Norwegian Grade Rehabilitation in Thousand Oaks to the Thousand Oaks Citywide Street Rehabilitation
- Reduce the Bartolo Square South Improvements project in Oxnard by \$278,315, and increase one of the County Pavement Rehabilitation projects by \$306,184.

9G. FEDERAL TRANSIT ADMINISTRATION RECOMMENDED DEFINITION OF “MAJOR” FARE INCREASES

Adopt a definition of “Major” Fare Increases as required by the Federal Transit Administration (FTA) Title VI Guidelines for FTA Recipients (Circular FTA C 4702.1A).

9H. VCTC CONFLICT OF INTEREST CODE UPDATE

Adopt the Resolution to update the Conflict of Interest Code.

9I. LEGISLATIVE UPDATE

Receive and file legislative report and matrix

10. VISTA FARE ADJUSTMENTS - PUBLIC HEARING

Jim White, ARC and CTAC, supports the recommended actions.

Patrick Finie, student, supports fare increase but is concerned with lack of notice and time gaps between stops.

KK Holland, ASERT, wants to see more dialog between the operators and riders.

Keep the Public Hearing open until the November VCTC meeting and continue public outreach efforts to encourage comments via email, internet and phone.

APPROVED

11. COUNTY-WIDE FREE TRANSFER DEMONSTRATION

- Approve a nine-month demonstration of free transfers on VISTA fixed-route services
- Invite transit service providers in Ventura County to participate in the free transfer demonstration.
- Authorize the Executive Director to execute Memorandums of Understandings with other transit providers to implement the transfer demonstration

APPROVED

12. 2010 FEDERAL TRANSIT ADMINISTRATION TRIENNIAL REVIEW

- Authorize the Executive Director to increase the hours of retired annuitant Kerry Forsythe for the current fiscal year by approximately 720 hours to provide FTA compliance monitoring.
- Amend Fiscal Year 2010/11 budget to add \$81,000 to fund the hours for Mr. Forsythe plus expenses, funded with \$64,800 in FTA funds from the VISTA carryover, matched with \$16,200 in State Transit Assistance funds.
- Adopt a revision to Commission Procurement Policy, as shown in the Attachment, conforming to the FTA requirement for documentation of the Cost/Price Analysis and Independent Cost Estimate.

APPROVED BY 10-1 VOTE

13. ANNEXATION REQUEST BY CITY OF SANTA PAULA

Consent to request from the City of Santa Paula to annex a portion of the Santa Paula Branch Line (SPBL) corridor for the East Area 1 Specific Plan Area.

APPROVED

14. METROLINK PROPOSITION 1A PROJECTS

- Authorize Executive Director to sign the Attachment 1 Agreement with the Southern California Regional Rail Authority (SCRRA or Metrolink) and its member agencies, for the allocation of Proposition 1A High Speed Rail Connectivity funds.
- Authorize Executive Director to sign the Attachment 2 Agreement with the Los Angeles County Metropolitan Transportation Authority (LACMTA). This agreement states that LACMTA will front VCTC's \$6,621,836 share of the Proposition 1A funding for the Positive Train Control (PTC) project in the event the Proposition 1A funds are not available when needed, and also commits VCTC to repaying this loan from VCTC's Proposition 1B apportionment when it becomes available.
- Authorize on LACMTA approval of the Attachment 2 agreement, authorize Executive Director to sign the Attachment 3 Letter to Metrolink. This letter confirms VCTC's commitment to pay \$6,621,836 in the event Proposition 1A funds are unavailable, with LACMTA to front VCTC's share.

APPROVED

9C. PROPOSITION 1B TRANSIT PROGRAM OF PROJECTS

- Adopt the attached resolution, approving the list of \$12,472,001 for Proposition 1B Transit funding.
- Reserve \$3,148,585 in future year Proposition 1B Transit funds to be used for Positive Train Control, if required.
- Reprogram \$387,399 in CMAQ funds not needed for a cancelled bus project, for the Thousand Oaks CNG Bus Purchase project.

APPROVED

15. SANTA PAULA BRANCH LINE UPDATE

RECEIVED AND FILED

16. VCTC ADMINISTRATIVE CODE AMENDMENT AND ADOPTION BY ORDINANCE OF ENTIRE ADMINISTRATIVE CODE

- Approve Amendments to Administrative Code modifying super majority vote requirement of full Commission to overrule actions of SPBLAC and membership of SPBLAC.
- Adopt Ordinance No. 2010-A approving the Administrative Code in its Entirety.

APPROVED BY 11-1 VOTE

Additional Motion:

Bring the Ordinance to the October meeting with language establishing a term length of 4 years for Citizen Representatives to the Commission

APPROVED BY 11-1 VOTE

17. COMPACT FOR A SUSTAINABLE VENTURA COUNTY PHASE II REPORT

RECEIVED AND FILED

18. SB 375 UPDATE

RECEIVED AND FILED

19. "MINI" CALL FOR PROJECTS CONGESTION MITIGATION AIR QUALITY (CMAQ), SURFACE TRANSPORTATION PROGRAM (STP) AND TRANSPORTATION ENHANCEMENT (TE) FUNDS

Approve release of "mini" call for projects CMAQ, STP & TE funds

APPROVED

20. GENERAL COUNSEL'S REPORT - NONE

21. CLOSED SESSION - NONE

22. ADJOURN



Item # 9A

October 1, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

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

SUBJECT: RAIL OPERATIONS UPDATE

RECOMMENDATION:

- Receive and file.

DISCUSSION:

Metrolink Ridership:

Attached are a table and chart that summarize the Ventura Line ridership for the past several years through August 2010, including station-by-station counts of passengers boarding in the morning peak-hour period.

Metrolink On-Time Performance:

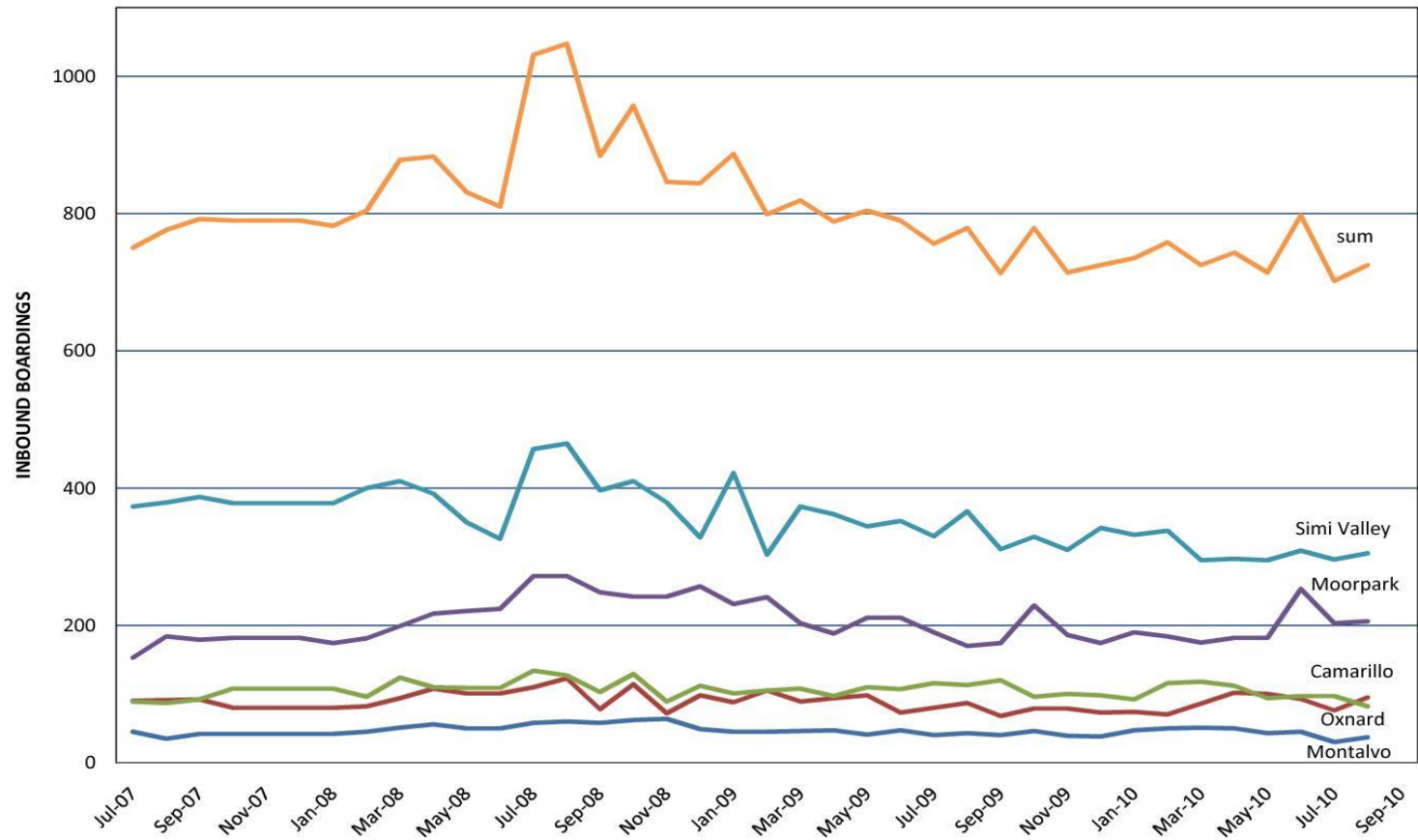
The Ventura Line's on-time performance (trains arriving within five minutes of scheduled time) continued to be very good. Overall, during the month of August, 97% of the inbound trips and 93% of the outbound trips ran on-time. There were no significant delays to any Ventura Line trains.

Metrolink Board Reviews Positive Train Control Plan Implementation:

The Metrolink staff is continuing to move ahead on implementation of a Positive Train Control (PTC) system in the Metrolink service area. Also involved in the planning efforts are representatives from Amtrak as well as BNSF and UP, the two freight operators in southern California. The PTC project will install track wayside and locomotive sensors that will halt trains should the system sense a pending collision.

Although federal regulations require PTC be in place on all passenger rail operations by 2015, Metrolink is still committed to an earlier implementation in 2012. Unfortunately, funding for PTC has been delayed by the State budget approval impasse. However, local agencies have agreed to substitute local funds if necessary to keep the current PTC schedule in place.

**VENTURA COUNTY LINE RIDERSHIP
(INBOUND AVERAGE WEEKDAY 2007-2010)**



MO/YR	Ventura County Line	VC County Portion	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA	NOTES
Aug-10	3,505	1,911	38,275	287	
Jul-10	3609	1,960	38,709	289	6% fare increase and restructuring
Jun-10	3746	2,153	40,085	319	
May-10	3755	2,145	40,688	325	
Apr-10	3667	2,108	40,419	327	
Mar-10	3811	2,069	40,629	287	
Feb-10	3757	2,048	40,596	376	
Jan-10	3,694	1,983	40,765	325	
Dec-09	3,297	1,655	37,532	303	recession
Nov-09	3,559	1,872	40,813	325	recession
Oct-09	3,762	2,021	41,776	340	recession
Sep-09	3,782	1,875	40,878	298	recession
Aug-09	3,658	1,651	39,802	307	3% fare increase, recession

INBOUND BOARDINGS*

	Montalvo	Oxnard	Camarillo	Moorpark	Simi Valley	Ventura Cnty Total	Total Line
Aug-10	37	95	82	206	305	725	1,320
Aug-09	43	87	113	170	366	779	1,353
Aug-08	60	123	127	272	465	1,047	1,838
Aug-07	35	91	87	184	379	776	1,446
Aug-06	37	86	91	206	384	804	1,502
Aug-05	34	74	58	111	206	483	1,236
Aug-04	19	60	66	141	318	604	1,243
Aug-03	21	64	47	151	263	546	1,260
Aug-02	0	94	71	165	238	568	1,232
Aug-01	0	94	71	193	310	668	1,203
Aug-00	0	82	70	172	308	632	1,177

* on Metrolink trains



Item #9B

October 1, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: ALAN HOLMES, TRANSPORTATION DEMAND MANAGEMENT
PROGRAM MANAGER

SUBJECT: AGRICULTURAL WORKER VANPOOL PROGRAM (AWVP) UPDATE

RECOMMENDATION:

- Receive and file

BACKGROUND:

In February 2009 the Commission approved the Agricultural Worker Vanpool Program (AWVP) Agreement, which shifted the Caltrans implementation grant to Kings County Area Public Transit Agency (KCAPTA) and authorized KCAPTA, operating as Kings Area Rural Transit/Agricultural Industries Transportation Services (KART/AITS) to implement the Project in Ventura County.

In July 2009 KART/AITS launched its Ventura County operations. Office and van storage space was rented at 50 Julian St. in downtown Ventura. Transit coordinator Susan Haverland was hired effective July 27. Accounts were established with local vendors to support van maintenance and furnish the office.

Two new drivers joined the program in August, bringing the total of operational vans to 15. Roundtrips were up to 2,641, accounting for 5,282 passenger trips during the month. Total mileage was down from 16,863 miles in July to 15,889 in August. The average monthly mileage per van was down from 1,297 in July to 1,044 in August, with actual monthly mileage ranging from 488 to 1,802 miles. Crops picked included avocados, chilies, lemons and oranges.

Outreach to attract new drivers continues to focus on farmworkers in the field, growers, labor contractors, packing houses, and community organizations.



Item # 9C

October 1, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

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

SUBJECT: APPROVAL OF SUBLEASE REQUEST FROM CITY OF SANTA PAULA

RECOMMENDATION:

- Consent to the request from the City of Santa Paula to sublease a portion of the Santa Paula Branch Line (SPBL) non-operating property next to the Mill Building in the City of Santa Paula for use as a parking lot, conditional upon additional property ownership and indemnification language being incorporated into the sublease agreement.

BACKGROUND:

The City of Santa Paula has requested VCTC consent to a sublease of a portion of the Santa Paula Branch Line (SPBL) non-operating property i.e. a small, unimproved dirt lot just west of the historic Mill Building near the Santa Paula Train Depot.

When the SPBL was purchased in 1996, the City of Santa Paula took ownership of the Depot building. The City also entered into a ninety-nine year lease with VCTC for the non-operating property around the Depot building in Santa Paula. Not included in the lease was the historic Mill Building, which was privately owned. The Mill building remained in private hands until it was quit-claimed to VCTC in 2005. The Mill Building was subsequently leased by VCTC to the County for the Agricultural Museum in 2006.

The City is proposing to sublease a small portion of the non-operating property it leases from VCTC to the County Museum to an initial five year period, with an option to extend the sublease for additional five-year periods through 2060. The sublease is for a small, unimproved dirt lot just west of the Mill. It is expected that the vacant lot will be used for parking for Mill and other local events. The proposed sublease will NOT change the ownership of this property but will allow it to be paved and then used for parking for events at the Mill and/or Depot.

Legal Counsel has reviewed the proposed sublease and has two concerns. First, while the proposed sublease recognizes the terms of the VCTC/City lease, it does not incorporate those terms by reference. The second concern is that, while the proposed sublease adds the City as an "additional insured", it does not list the property owner, VCTC. Legal Counsel recommends these two items be addressed in the sublease. Therefore, staff recommends the sublease be approved by VCTC conditional upon those two items being incorporated into the sublease agreement by the City before it is finally executed, and that upon that taking place, the Executive Director be authorized to consent to the sublease.



Item #9D

October 1, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: DONNA COLE, CLERK OF THE BOARD
SUBJECT: 2011 VCTC REGULAR MEETING SCHEDULE

RECOMMENDATION:

- Adopt the following schedule of regular monthly VCTC meeting dates for 2011

BACKGROUND:

VCTC regular meetings are traditionally held on the first Friday of each month, with August being dark. This year 2 dates conflict with holidays. Those dates will be changed to the second Friday of the month.

2011 VCTC Regular Meeting Schedule

January 7, 2011

February 4, 2011

March 4, 2011

April 1, 2011

May 6, 2011

June 3, 2011

******July 8, 2011 (Moved to second week – conflicts with Independence Day weekend)***

******August - Dark***

******September 9, 2011 (Moved to second week – conflicts with Labor Day weekend)***

October 7, 2011

November 4, 2011

December 2, 2011



Item #9E

October 1, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: AGREEMENT WITH VENTURA TRANSIT SYSTEM, INC. TO RECEIVE FEDERAL TRANSIT ADMINISTRATION (FTA) NEW FREEDOM FUNDS

RECOMMENDATION:

- Approve the attached agreement with the Ventura Transit System, Inc. to receive \$362,468 in FTA New Freedom funds for purchase of accessible taxicabs.

BACKGROUND:

At the October 2, 2009 meeting, the Commission selected projects for the FTA New Freedom program which provides funding for transit service improvements targeted towards persons with disabilities. As required by law, the projects were selected through an open, competitive process, with a call for projects having been released on May 1, 2009, and applications being due on August 31, 2009. As part of this action, the Commission approved \$223,953 in New Freedom Large Urban funds for Ventura Transit System, Inc. (VTS), for the purchase of accessible taxicabs; and authorized the application to Caltrans for \$166,547 in New Freedom Small Urban funds for that company to purchase accessible taxicabs. Since VTS is a private for-profit taxicab company, the Commission's action was made contingent upon FTA and Caltrans determining that VTS was an eligible recipient of New Freedom funds.

Since FTA and Caltrans have now approved the funding for VTS to purchase accessible cabs, the project is ready to move forward. However, since VTS has not previously received FTA funds, it will be necessary for VCTC and VTS to approve a funding agreement whereby VCTC will pass through the FTA funds to VTS, and VTS will agree to comply with FTA requirements under VCTC's oversight. Staff therefore recommends the Commission approve the attached Cooperative Agreement with VTS. Under this agreement, VTS will provide the required 20% local match, as the company committed in its project application.

There are three changes to note from the Commission's original project approval. First, due to VCTC's New Freedom apportionment being less than estimated, the amount of New Freedom funds available to VTS was reduced from \$223,953 to \$208,868. Second, Caltrans approved \$153,600 in Small Urban funds for the project, rather than the requested \$166,547. Third, VTS has determined the vehicles will cost less than expected, so they now plan to use the available funds to purchase ten (10) accessible taxi vehicles, rather than the seven (7) originally proposed.

COOPERATIVE AGREEMENT**BETWEEN****VENTURA COUNTY TRANSPORTATION COMMISSION****AND****VENTURA TRANSIT SYSTEM, INCORPORATED**

THIS AGREEMENT is entered into between Ventura County Transportation Commission (hereinafter referred to as VCTC) and Ventura Transit System, Incorporated (hereinafter referred to as VTS) regarding the administration of the Department of Transportation (DOT) and Federal Transit Administration (FTA) funds for use in the purchase of vehicles for public transit service by VTS.

WHEREAS Chapter 53 of Title 49, United States Code, as amended, authorizes the Secretary of Transportation to apportion funds for public transportation projects for planning, capital, and operating assistance purposes; and,

WHEREAS, VCTC serves as the administrator of federal funds apportioned by FTA to Ventura County; and,

WHEREAS, VTS is a private for-profit provider of shared-ride public transit service and is therefore an eligible organization for FTA reimbursement funds for transit projects; and,

WHEREAS, VCTC authorized VCTC staff to apply for FTA funds on behalf of public transit operators including VTS, with the provision that the local match funds be provided by the transit operators; and

WHEREAS, it is the intention of VCTC to enter into this Cooperative Agreement with the VTS regarding the administration of FTA funds for Fiscal Year 2009/10 FTA Section 5317 New Freedom funds, as a mutually acceptable agreement is a pre-condition of acceptance of funding;

NOW THEREFORE THE PARTIES DO AGREE AS FOLLOWS:**I. FUNDING/PROGRAM MANAGEMENT**

1. Assignments of Participants: VCTC hereby agrees to engage VTS and VTS hereby agrees to carry out the work to purchase ten (10) wheelchair accessible taxicab vehicles for use in public transportation service in Ventura County, utilizing \$362,468 in FTA New Freedom funds. The funding to be provided includes \$153,600 in FTA Section 5317 Small Urban New Freedom funds, designated for purchase of four (4) vehicles, and \$208,868 in FTA Section 5317 Large Urban New Freedom funds, designated for purchase of six (6) vehicles. VTS will be responsible for assuring that VTS meets all grant requirements placed on federal fund recipients.
2. Scope of Services:
 - a. Grant Administration: VCTC agrees to carry out the administrative requirements necessary to reserve, apply for and receive FTA funds.
 - b. Contract Administration: VTS hereby agrees that the VTS is in compliance with all the DOT assurances and requirements as described in FTA Circular 9030 applicable to purchase of transit vehicles incorporated herein by this reference, and as listed under Section II of this Agreement.
 - c. Use of Vehicles: VTS shall operate the vehicles in service at standard regulated fares throughout its service area, providing service targeted to persons with ambulatory and wheelchair disabilities, and also to non-disabled persons when not on wheelchair trips. The funding application submitted by VTS to VCTC on August 31, 2009, and incorporated herein by reference, shall serve as the operations plan governing how the vehicles shall be used.

3. **Bid Proposal Award and Approval:** The VTS procurement process for the vehicles shall comply with applicable FTA procurement requirements as defined in FTA Circular 4220, incorporated herein by this reference. These requirements include, but are not limited to, open and competitive contract bidding, and inclusion of FTA-required bidding document clauses. Prior to publishing a request for bids for the vehicles, VTS shall submit its bid package to VCTC, and shall not publish the bid request document until after receiving written approval from VCTC. In addition, VTS shall not award the vehicle purchase contract until receiving written VCTC approval of the contract document. VCTC's review of the bid document and contract will be limited to assuring that the FTA requirements have been satisfied.
4. **Duration of Agreement:** The term of this Agreement shall commence when VCTC provides VTS a written notification that FTA has approved the New Freedom grant(s) with VCTC including the funding for the VTS vehicles, and shall continue until the vehicles purchased with the funds have reached the end of their useful life defined as 4 years or 100,000 miles, whichever occurs later.
5. **Amendments to the Agreement:** The provisions of this Agreement may be amended upon written acceptance and ratification of any such amendment by both VCTC and the VTS.
6. **Method of Payment:** VCTC, as the grant applicant, shall receive reimbursement payment from FTA in accordance with FTA grant procedures. VCTC will transfer the funds to VTS within thirty (30) days upon VTS's submittal of an invoice for the vehicle purchase: provided, however, that if VCTC has not received funds from FTA for the funding of the vehicle purchase expense covered by any such invoice when such invoice is received from VTS by VCTC, VCTC will transfer funds to VTS for any such invoice within five (5) working days after receipt of VCTC of such funds from FTA. VTS shall invoice for the maximum allowable federal share, 80% of the purchase cost, and shall furnish the required 20% local match from its own sources.

VCTC shall not be held responsible or liable for any late or nonpayment from FTA for any reason.

II. FEDERAL REQUIREMENTS

VTS shall note that the following provisions apply to grants-in-aid from DOT, and VTS must take all necessary action to ensure their compliance as though they were the grantee directly.

1. **Equal Employment Opportunity:** During the performance of this Agreement the VTS agrees as follows: VTS shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, political belief, marital status, age, national origin, sex, or handicap VTS shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, marital status, religion, political belief, age, national origin, sex, or any handicap not limiting the ability of the person to perform the job contemplated. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Such shall be in compliance with Executive Order 11246 amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60). VTS agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Equal Opportunity Clause.
2. **Substance Abuse Policy:** VTS shall, to the extent required, comply with US DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 CFR Part 29, Subpart F.
3. **Audit and Inspection:** VTS shall permit, and shall require that its contractors permit, the authorized representatives of VCTC, the US DOT and the Controller General of the United States to inspect and audit all data and records of VTS relating to its performance under this Agreement, as required in FTA Circular 9030.1C, Chapter VI, Application Instruction, Section 9(d), Oversight.

VTS also agrees, and shall require that its contractor(s) agree, to maintain all required records relating to this project for at least three (3) years after the vehicles purchased under this agreement have reached the end of their useful life.

4. "Buy America" Provisions: VTS shall comply with FTA regulations, "Buy America Requirements-Surface Transportation Assistance act of 1982," 49 CFR Part 661 and any amendments thereto, and any implementation guidance issued by FTA, with respect to each third party contract funded with FTA funds.
5. Debarred Bidders: VTS shall require that its contractors bonded by this agreement, including any of its officers or holder of a controlling interest, inform VTS whether or not it is or has been or is on any debarred, suspended, proposed for debarment, or declared ineligible list, or voluntarily excluded from participation in any Federal Contracts. Should a contractor be included on such a list during the performance of this project, it should so inform VTS.
6. Restrictions on Lobbying: VTS agrees that no federal funds will be paid, by or on behalf of VTS to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement. VTS must certify with this provision. VTS has approved the attached Lobbying Certification
7. Title VI of the Civil Rights Act of 1964

During the performance of this Agreement, VTS, for itself its assignees and successors in interest agrees as follows:

- a. Compliance with Regulations: VTS shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: VTS with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color or national origin in the selection and retention of contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.56 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulation.
- c. Solicitation for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by VTS for work to be performed under a contract, including procurement of materials or leases of equipment, each potential contractor or supplier shall be notified by VTS of the contractor's obligations under this contract and regulations relative to non-discrimination on the grounds of race, color or national origin.
- d. Information and Reports: VTS shall require that subcontractor provide all information and reports required by the Regulations or directives issued pursuant thereto, and permit access to its books, record, accounts, other sources of information, and its facilities as may be determined by FTA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to VCTC or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, VCTC shall impose contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to VTS until the contractor complies; and/or
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.

- f. Incorporation of Provisions: VTS shall include the provisions of paragraphs “a” through “e” of this section 7 of Part II in every contract funded through this Agreement, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. VTS shall take such reasonable action with respect to any contract or procurement as VCTC or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, VTS may request VCTC, and in addition, VTS may request the United States to enter into such litigation to protect the interest of the United States.
8. Rolling Stock Requirements: VTS shall acquire and maintain rolling stock purchased with FTA funds in conformance with FTA rolling stock guidelines outlined in FTA Circular 9030 and further detailed in FTA Circular 5010, as incorporated herein by this reference, including the development and utilization of a vehicle maintenance plan, minimum insurance requirements, maintaining a written log of all maintenance work, as well as additional requirements. VCTC and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance.
9. Bid Protest Procedures: VTS shall adopt a bid award Protest Procedures for any Federal Grants-In-Aid Procurement of over \$25,000 as required by FTA.
10. Certification of Vehicle Testing Program: In accordance with requirement of 49 CFR Part 665, VTS must certify, if applicable, that by the time of final acceptance of a vehicles, two conditions will be met for any new vehicle model or any vehicle model with a major change in confirmation or components acquired or leased with FTA funds:
- a) A model of the vehicle has been tested at the vehicle testing facility;
 - b) VTS has received a copy of the Test Report on the vehicle model.
11. Accessibility of Transit System Vehicles: The Americans with Disabilities act (ADA) and Section 504 of the Rehabilitation Act of 1973, 29 USC 794, prohibits discrimination on the basis of handicap by recipients of federal financial assistance. This extends to public transit service in that special efforts must be made to provide transportation that handicapped persons, including but not limited to, wheelchair users and semi-ambulatory person, can use.
12. Federal Privacy Act: VTS hereby agrees to comply with, and assures the compliance of its employees with, the information, restrictions, and other applicable requirements of the Privacy Act of 1974, 5 USC 552a. The subrecipient agrees to obtain the express consent of the Federal Government before operating a system of records on behalf of the Federal Government. VTS shall include this requirement in each subcontract to administer any system of records on behalf of the Federal Government, financed in whole or in part with FTA funds.
13. Disadvantaged Business Enterprise: The Ventura County Transportation Commission (VCTC) has established a DBE Program pursuant to 49 C.F.R. Part 26, which applies to this Agreement. The requirements and procedures of VCTC’s DBE Program are hereby incorporated by reference into this Agreement. Failure by any party to this Agreement to carry out VCTC’s DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement, and may be grounds for termination of this Agreement, or such other appropriate administrative remedy. Each party to this Agreement shall ensure that compliance with VCTC’s DBE Program shall be included in any and all sub-agreements entered into which arise out of or are related to this Agreement.
14. Provider of Shared Ride Service: As required by Question #19 of the FTA “Questions and Answers Elderly Individuals & Individuals with Disabilities (Section 5310), JARC and New Freedom Program,” and as required by FTA Circular 9045.1 (5/2007), 11. Eligible Activities, (b)(1), Page III-10, VTS hereby certifies that it is a provider of shared-ride public transportation service. As defined in that document, “shared-ride” means that the general nature of the service must include two or more passengers in the same vehicle who are otherwise not traveling together.

15. Quarterly Reporting: VTS shall submit a quarterly report of its use of the vehicles within thirty (30) calendar days after the close of each quarter. The report shall contain information requested by VCTC to indicate the extent to which VTS is utilizing the vehicles for service targeted to persons with disabilities.

III. MISCELLANEOUS PROVISIONS

1. Legal Title to Vehicles, Inventory and Disposition

VTS shall become and remain the registered, legal owner of vehicles purchased with FTA funds. VCTC will have no ownership or interest in, liability or responsibility for, the vehicles either for their use, operation or maintenance. Under no circumstances shall VTS transfer title to the vehicles without prior VCTC approval. VTS shall participate in VCTC's biennial inventory of equipment as required by FTA. Should a vehicle be withdrawn from service for any reason prior to meeting its useful life, defined as 4 years or 100,000 miles, whichever comes later, the VTS shall remit to VCTC, for repayment to FTA, a proportional amount of the fair market value of the vehicle, determined based on the ratio of the FTA grant funds paid under this Agreement to the actual purchase cost. Fair market value shall be deemed to be the unamortized value of the remaining service life based on a straight-line depreciation of the original purchase price. Should a vehicle be lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated based on the condition of the vehicle immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage, and the proceeds based on the calculation shall be applied to the cost of replacing the lost or damaged vehicle. If a vehicle is sold for more than \$5,000 subsequent to reaching the end of its useful life, VTS shall remit to VCTC a proportional share of the vehicle's sale price based on the original FTA share of the vehicle's purchase price.

2. Insurance

VTS will provide documentation to the VCTC verifying the current and operative status of VTS's public liability and automobile insurance policy(ies). Additionally, VTS will provide collision coverage for partial and total repair/replacement for the vehicle, as per FTA requirements set forth in FTA Circular 5010. This shall be noted by the equipment inventory/management certification which must be filed with VCTC at least once every two years.

3. Indemnification

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

VENTURA TRANSIT
SYSTEM, INC.

VENTURA COUNTY TRANSPORTATION
COMMISSION

President or Vice-President

Dennis Gillette
Chair

Secretary or Treasurer

Approved as to Content:

Darren M. Kettle
Executive Director

APPROVED AS TO FORM:

Mitchel B. Kahn
General Counsel



Item #9F

October 1, 2010

TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: MITCHEL B. KAHN, GENERAL COUNSEL

SUBJECT: GOVERNMENT CODE SECTION 910, ET SEQ.
CLAIM BY BRANDI LEE TILLERY
LILLEE ROSE TILLERY
JONAH ANDREW TILLERY

RECOMMENDATION:

- Deny the claim of Brandi Lee, Lillee Rose and Jonah Andrew Tillery.

DISCUSSION:

According to the facts alleged in a claim filed on August 30, 2010, Mr. Joseph Andrew Tillery drove a vehicle from Highway 118 onto an unprotected private road crossing of the Union Pacific railroad tracks, to access a privately owned farm property in the unincorporated area of the County of Ventura. Upon crossing the tracks, his vehicle was hit by an Amtrak train resulting in his death.

The claim broadly asserts that VCTC, along with other public agencies, are responsible for the maintenance of a dangerous condition, in that VCTC and/or those other public agencies exercised control over roadway design, traffic conditions, roadway conditions and/or traffic engineering in the area, and knew or should have known of the danger posed by the crossing and failed to take action to abate the danger.

Based on its lack of ownership, authority or control over such private grade crossings, it is appropriate for VCTC to deny the claim and instruct your General Counsel to promptly notify the claimants of the denial.



Item # 9G

October 1, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

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

SUBJECT: SANTA PAULA BRANCH LINE RIGHT-OF-WAY DONATION AGREEMENT

RECOMMENDATION:

- Approve the Trail Easement Deed and Right-Of-Way Donation to VCTC from International Paper Inc. for the purposes of construction and operation of a multipurpose public recreational trail along the Santa Paula Branch Line in the City of Santa Paula..
- Authorize the Executive Director to sign the documents on behalf of the Commission.

BACKGROUND:

The City of Santa Paula is constructing a multipurpose public recreational trail along the Santa Paula Branch Line (SPBL) rail right-of-way. The City's trail project is consistent with the Commission's adopted plan for multipurpose trail along the entire length of the SPBL. Because of current funding limitations, the SPBL Trail is being constructed as money becomes available. This Santa Paula project will be a major segment of the overall facility, which will eventually connect the Pacific Coast bicycle lane with bike lanes in Santa Clarita.

In order to complete the project, there are five parcels in Santa Paula that need to provide an easement deed to VCTC to allow for the construction. The City has been working with the property owners to negotiate on VCTC's behalf to receive donations of the small pieces of property needed for trail access. In April, 2009 the Commission accepted property from Automotive Racing Products Inc. and Hardy-Schultz Partners, LLC. The donation being considered in this item is from International Paper Inc., also located next the rail line near Main Street in Santa Paula. Two more properties remain for the City to secure.

The Trail Easement Deed has been reviewed by Legal Counsel. There is no financial impact to the adopted VCTC budget. When the donation documents for the remaining properties are finalized, they will also be brought to the Commission for action.



Item #10

October 1, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
SUBJECT: FISCAL YEAR (FY) 2010/11 TRANSIT PROGRAM OF PROJECTS (POP)

RECOMMENDATION:

- Approve the attached final Program of Projects for all areas for FY 2010/11.

BACKGROUND:

The Federal Transit Administration (FTA) requires that the public be provided an opportunity to review transit projects proposed to be funded with federal dollars. As the designated recipient of federal transit funds, the VCTC is required to hold a public hearing and adopt a POP which lists projects to be funded with federal funds in each urban area of Ventura County. Since 2003, VCTC has prepared the POP using separate programs for the Oxnard/Ventura, Thousand Oaks/Moorpark, and Camarillo urbanized areas, as defined by the U.S. Census Bureau. Later, VCTC also began to prepare the POP for Simi Valley based on a decision by Caltrans to delegate to VCTC the Designated Recipient status for Simi Valley.

The FY 2010/11 POP was developed using the same methodology that was first developed for the FY 2003/04 POP, to provide a fair share distribution of revenues and expenses between the four urbanized areas in the County. A draft of this POP was reviewed and approved by TRANSCOM at its May 13, 2010 meeting, and by the VCTC on June 4, 2010.

DISCUSSION:

The attached Program of Projects table shows the recommended projects for each of the urbanized areas. There have been no changes to what the Commission approved in June.

As was noted at the June meeting, because there is still no multi-year federal transportation authorization, there are no authorized funding amounts on which to base the revenue estimates. VCTC staff has therefore conservatively assumed a 2% decrease in federal apportionments from FY 2009/10, based on the Administration's proposed transportation budget. Should the adopted FY 2011 Federal budget be lower than assumed, it will be necessary to make changes in the Program of Projects.

The POP was reviewed and approved by TRANSCOM at its September 9, 2010 meeting. The attached public hearing notice was published in the Ventura County Star on September 21, 2010.

Final Program of Projects			
The Ventura County Transportation Commission (VCTC) will hold a public hearing on the Final Program of Projects (POP) for the Oxnard, Thousand Oaks, Camarillo and Simi Valley Urbanized Areas (UAs) for projects to be funded with Federal Transit Administration funds in the 2010/11 Fiscal Year (FY 2011). The funds available in FY 2011 are estimated to be \$9,005,000 for the Oxnard UA, \$3,890,000 for the Thousand Oaks UA, \$1,403,000 for the Camarillo UA, and \$2,204,000 for the Simi Valley UA, based on anticipated FY 2011 funds, prior year carry-over funds, and federal discretionary funds. The public hearing will be held at 9:00 a.m. on Friday, October 1, 2010, in the Camarillo City Council Chamber, 601 Carmen Drive, in Camarillo. The POP is available for public inspection at 950 County Square Drive, Suite 207, Ventura CA 93003.			
FY 2010/11 Federal Transit Program of Projects			
	Total Cost	Federal Share	Local Share & Other
OXNARD/VENTURA URBANIZED AREA			
Gold Coast Transit			
<u>Planning Assistance</u>			
Transit Service Administration & Support	\$375,000	\$300,000	\$75,000
Planning/Admin. Coordinated Paratransit	\$50,000	\$40,000	\$10,000
Marketing & Passenger Awareness Activities	\$325,000	\$260,000	\$65,000
	\$750,000	\$600,000	\$150,000
<u>Capital Assistance</u>			
Preventive Maintenance	\$2,128,746	\$1,702,997	\$425,749
ADA Paratransit Service	\$925,125	\$740,100	\$185,025
	\$3,053,871	\$2,443,097	\$610,774
Total Gold Coast	\$3,803,871	\$3,043,097	\$760,774
Ventura County Transportation Commission			
<u>Planning Assistance</u>			
Transit Planning and Programming (FY 10/11)	\$37,500	\$30,000	\$7,500
Transit Planning and Programming (FY 11/12)	\$300,000	\$240,000	\$60,000
Transit Information Center (FY 11/12)	\$250,000	\$200,000	\$50,000
Smart Card Data Management (FY 10/11)	\$12,500	\$10,000	\$2,500
Smart Card Data Management (FY 11/12)	\$275,000	\$220,000	\$55,000
Elderly/Disabled Planning/Eval. (FY 11/12)	\$150,000	\$120,000	\$30,000
VISTA Planning (FY 11/12)	\$227,500	\$222,000	\$55,500
	\$1,302,500	\$1,042,000	\$260,500
<u>Capital Assistance</u>			
VISTA Services – Capital Leases (FY 11/12)	\$2,729,063	\$2,183,250	\$545,813
Smart Card Maintenance & Upgrade	\$706,250	\$565,000	\$141,250
Next Bus Upgrade for Bus Stop Signage (Transit Enhancement Funds)	\$93,750	\$75,000	\$18,750
Metrolink Capital Rehabilitation & Refurb	\$550,716	\$440,573	\$110,143
Metrolink Capital Rehabilitation & Refurb (Section 5309 Rail Modernization)	\$2,068,989	\$1,655,191	\$413,798
	\$6,148,768	\$4,919,014	\$1,229,754
Total VCTC	\$7,451,268	\$5,961,014	\$1,490,254
TOTAL	\$11,255,139	\$9,004,111	\$2,251,028

THOUSAND OAKS/MOORPARK URBANIZED AREA			
Ventura County Transportation Commission			
<u>Capital Assistance</u>			
VISTA Services – Capital Leases (FY 11/12)	\$1,012,134	\$809,707	\$202,427
Metrolink Capital Rehabilitation and Refurb	\$1,152,115	\$921,692	\$230,423
Metrolink Capital Rehabilitation and Refurb (Section 5309 Rail Modernization)	\$1,144,428	\$915,542	\$228,886
Next Bus Upgrade for Bus Stop Signage (Transit Enhancement Funds)	\$37,500	\$30,000	\$7,500
ADA East County Service	\$125,000	\$100,000	\$25,000
Gold Coast Transit Access ADA Service	\$246,250	\$197,000	\$49,250
Total VCTC	\$3,717,426	\$2,973,941	\$743,485
City of Thousand Oaks			
<u>Capital Assistance</u>			
Bus Capital Maintenance	\$300,000	\$240,000	\$60,000
Transportation Facility Center Cap Maint	\$75,000	\$60,000	\$15,000
Dial-a-Ride Capital Leases	\$150,000	\$120,000	\$30,000
Transit Marketing	\$50,000	\$40,000	\$10,000
Transit Operations Facility Expansion	\$231,394	\$185,115	\$46,279
Total Thousand Oaks	\$806,394	\$645,115	\$161,279
City of Moorpark			
<u>Capital Assistance</u>			
Dial-a-Ride Vehicle Leases	\$62,500	\$50,000	\$12,500
Metrolink Parking Lot South Entrance	\$275,000	\$220,000	\$55,000
Total Moorpark	\$337,500	\$270,000	\$67,500
TOTAL	\$4,861,320	\$3,889,056	\$972,264
CAMARILLO URBANIZED AREA			
Ventura County Transportation Commission			
<u>Capital Assistance</u>			
VISTA Services – Capital Leases (FY 11/12)	\$152,190	\$134,734	\$17,456
ADA East County Service	\$62,500	\$50,000	\$12,500
Total VCTC	\$214,690	\$184,734	\$29,956
City of Camarillo			
<u>Operating Assistance</u>			
Camarillo Area Transit Operating Asst	\$900,000	\$450,000	\$450,000
	\$900,000	\$450,000	\$450,000
<u>Capital Assistance</u>			
Camarillo Rail Station Capital Maintenance	\$100,000	\$80,000	\$20,000
Three Expansion Mini-Vans	\$150,000	\$120,000	\$30,000
	\$250,000	\$200,000	\$50,000
Total Camarillo	\$1,150,000	\$650,000	\$500,000
TOTAL	\$1,364,690	\$834,734	\$529,956
SIMI VALLEY URBANIZED AREA			
Ventura County Transportation Commission			
<u>Capital Assistance</u>			
VISTA Services – Capital Leases (FY 11/12)	\$292,198	\$258,683	\$33,515
Total VCTC	\$292,198	\$258,683	\$33,515
City of Simi Valley			
<u>Operating Assistance</u>			
Simi Valley Transit Operating Assistance	\$3,733,700	\$202,900	\$3,530,800
	\$3,733,700	\$202,900	\$3,530,800
<u>Capital Assistance</u>			
Preventive Maintenance	\$778,000	\$622,400	\$155,600
Non Fixed-Route ADA Paratransit Capital	\$1,398,000	\$1,118,400	\$279,600
	\$2,176,000	\$1,740,800	\$435,200
Total Simi Valley	\$5,909,700	\$1,943,700	\$3,966,000
TOTAL	\$6,201,898	\$2,202,383	\$3,999,515



Item #11

October 1, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
VIC KAMHI, BUS TRANSIT DIRECTOR

SUBJECT: 2010 FEDERAL TRANSIT ADMINISTRATION (FTA) TRIENNIAL REVIEW

RECOMMENDATION:

- Direct staff to proceed with development of the Santa Paula Commuter Bus route deviation service, subject to final approval of the route deviation fare at the November meeting.

BACKGROUND:

Staff reported at last month's meeting on the results of the Federal Transit Administration (FTA) Triennial Review of VCTC and its subrecipients, completed July 8, 2010. At that meeting, the Commission approved the staffing to assist with FTA compliance monitoring, and also adopted a revision to the Commission Procurement Policy to address written documentation of Cost/Price Analyses and Independent Cost Estimates. The following is a summary of the status of the remaining follow-up actions:

Americans with Disabilities Act (ADA): The VISTA Heritage Valley Santa Paula Dial-a-Ride (DAR) service includes a fixed route "tripper" service, called the Commuter, to meet demand to and from the various schools in Santa Paula. The Commuter operates approximately 2 ½ hours per school day. While VISTA has considered this service part of the DAR service, the FTA in its Triennial Review determined that a "complementary" ADA paratransit service is required. An ADA Complementary paratransit service at a minimum meets the following criteria: (1) fares no more than 200% of the fixed route adult fare; (2) service within ¾ mile of the fixed route service; (3) the same hours of service as the fixed route; and (4) reservations for the trip made the proceeding day. In addition, the operator must maintain records of service performance reports to include trip denials, missed trips, telephone hold time, and excessively long trips. Basically no trip denials for the ADA service are allowed.

Because of the lack of available funding to provide additional services, lack of any documented demand for ADA complementary paratransit service (since the existing DAR services far exceed most of the ADA complementary paratransit service requirements), and the possible changes in the Heritage Valley transit services to meet future funding constraints, staff reviewed possible low cost-low impact alternatives which comply with federal requirements. A model was developed in by the San Joaquin Transit District which appears to meet the needs of the VISTA Heritage Valley Santa Paula Dial-a-Ride. Staff will work with the contractor and the city to implement a service which would modify the "Commuter," allowing it to deviate from its route for by up to ¾ of a mile for ADA trips. Those making reservations for ADA trips would be required to call the proceeding day, and would be charged \$3 per trip – twice the adult/regular fare.

In addition to modifying the Commuter to allow route deviation, the Contractor will be required to install an answering machine and separate line for ADA calls, and record the data required by the FTA. The ADA fare will be considered by the Commission at its November 2010 meeting, along with other fare information. The public information about the service will be prepared as part of the changes scheduled for January 2011, which will also be the service initiation date.

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Staff continues to work with Thousand Oaks and Moorpark to prepare the necessary performance monitoring reports for ADA service in those two cities, and anticipates having the required documentation submitted by FTA's October 25th deadline.

Maintenance: VCTC staff is following up with Thousand Oaks and Arc Ventura County to document that the correct maintenance intervals are being followed for their FTA-funded vehicles. In addition, Thousand Oaks is in the process of completing the required written maintenance program for its vehicles and Transportation Center, while Ventura has completed the written maintenance program for its transit center. Staff anticipates that all of the required items will be completed for submittal by FTA's October 25th deadline.



Item #12

October 1, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
SUBJECT: LEGISLATIVE UPDATE AND MATRIX – POSITIONS ON HR 6150 (GALLEGLY) AND PROPOSITION 22

RECOMMENDATION:

- Adopt Support position on Proposition 22.
- Adopt Watch position on HR 6150 (Gallegly).
- Receive and file legislative report and matrix.

BACKGROUND:

Federal Issues

Reauthorization

President Obama on Labor Day announced a proposed up-front investment of \$50 billion for transportation, and an infrastructure investment extending over six years with goals of rebuilding 150,000 miles of roads, constructing and maintaining 4,000 miles of rail, and rehabilitating or reconstructing 150 miles of runway. The President also proposed to consolidate transportation programs and focus on performance measurement to drive investment to better policy outcomes. In a subsequent briefing for transportation officials, White House staff clarified that the Administration's announcement represented a proposal for the six-year transportation authorization. Unlike previous multi-year authorizations which gradually increase funding levels over the life of the bill, the Administration is now proposing to front-load the six-year authorization with a \$50 billion infusion of money.

Given the short amount of time prior to the election, there appears to be little chance in the short term for any movement on the President's proposal, or for even a one-time \$50 billion infrastructure investment program similar to the Stimulus. Furthermore, there appears to be little progress in Congress towards passage of any multi-year authorization, largely due to the issue of how to fund such a bill given the reluctance to increase fuel taxes. Attachment A provides a status report from the Santa Clara Valley Transportation Authority on reauthorization. It should be noted that this report was written prior to the President's announcement.

HR 6150 – Increased Railroad Liability Cap

Congressman Elton Gallegly has introduced legislation to amend the Amtrak Act of 1997 to increase the maximum liability from \$200 million to \$500 million, applicable to cases of gross negligence only. The increase in the cap would be retroactive, and would potentially increase in the future based on inflation. As of this writing, the Southern California Regional Rail Authority and its member agencies have not taken a position on the legislation, and staff therefore recommends the Commission take a Watch position on this bill, but this recommendation could change based on discussions among the Metrolink agencies.

Census Bureau Urbanized Area Boundary Definition

Every ten years the United States Census Bureau reviews and redefines the Urbanized Areas based on the results of the census. Although the Bureau addresses its Urbanized Area definition function as a purely demographic exercise, under Federal Law the configuration of these areas determines the apportionment for much of the Federal Transit Administration (FTA) funding, including Section 5307 Urbanized Area Formula funds, Section 5309 Fixed Guideway Modernization funds, Section 5316 Jobs Access and New Freedom funds, and Section 5317 New Freedom funds. The Bureau has now released proposed criteria for redefining the Urbanized Areas based on the 2010 census data, and provided an opportunity to comment through November 22nd. VCTC staff has notified local agencies and transit operators of the criteria, and will be consulting with these agencies over the next month to develop a comment to be included in the November Commission agenda.

As the Commission may recall, based on the 2000 Census, Ventura County is divided into four Urbanized Areas, consisting of Oxnard/Ventura/Port Hueneme/Ojai, Thousand Oaks/Moorpark, Simi Valley, and Camarillo. Staff believes that the priorities for the 2010 Urbanized Area definition are as follows (in priority order):

1. Maintaining separation between Ventura County and Los Angeles County, so that Ventura County does not have to share in the apportionment for Los Angeles-area transit agencies.
2. Maintaining separation between Ventura County and the Santa Barbara area, so that Ventura County and the Santa Barbara area do not have to share an apportionment.
3. Providing separation between areas within Ventura County, so that as much of the County as possible can qualify to use FTA funds for operations. Simi Valley and Camarillo currently use FTA funds for operations but it will be difficult to retain this eligibility given the Census Bureau's intent to join areas having only short gaps between development.

State Issues

Proposition 22

At the June 2010 meeting, the Commission approved a resolution in support of the efforts of the California Transit Association to develop an initiative to protect transportation funds. Once the initiative was completed, the Commission considered taking a position at its March, 2010 meeting, but at the request of Commissioner Long the Commission deferred action to await consideration by the County. As it turns out, the County will not be taking a position on the initiative, now designated Proposition 22, while the cities have taken a Support position. Staff is therefore bringing this action back to the Commission for consideration.

This proposed initiative would prevent the State from borrowing or redirecting funds that are currently dedicated to cities, counties, and special districts, and would also prevent the borrowing or redirecting of fuel tax or sales tax on fuel that currently fund state and local transportation programs. Additionally, the initiative adds constitutional protections to prevent the State from taking redevelopment funds or shifting redevelopment funds to other State purposes.

The measure contains the following principal provisions:

- Revokes the State's ability to borrow local government property tax funds;
- Prohibits the State from taking or borrowing fuel taxes and sales tax on fuel which have been designated for state and local government transportation improvements, and mass transit programs, services, and improvements;
- Prevents the State from redirecting or diverting locally levied taxes, including parcel taxes, sales taxes, utility user taxes, and other locally imposed taxes that are currently passed by local governments and/or their voters and dedicated to cities, counties and special districts;

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- Prohibits the State from taking, borrowing or redirecting funding for public transit, including existing taxes on gas and “spillover” funds dedicated to the Public Transportation Account.

The State’s voters in 2006 overwhelmingly passed Proposition 1A, to prevent the State from taking transportation funds. Yet the State has continued to shift transportation funds away from transportation, with recent budgets suspending the State Transit Assistance (STA) program, the only source of State funds for transit operations; and the recent swap between fuel tax and sales tax removing the remaining protection for future STA. Although the State is facing a severe funding shortfall, local transportation agencies also face significant challenges, with Local Transportation Funds in Ventura County, for example, having dropped 30% in the past two years. Passage of the proposed initiative measure could lead to reduced cuts in transportation funding as well as greater funding reliability.

Bill Status

Staff anticipates that the monthly report from Tim Egan, the Commission’s Sacramento representative, will be provided at the meeting, to incorporate the latest information on the Governor’s action on bills passed by the Legislation. Attachment B is the matrix providing the status of bills being tracked by VCTC. The Governor has signed SB 1371 (Correa), to allow the Southern California Regional Rail Authority to proceed with the Positive Train Control project in advance of the availability of Proposition 1A funds.



STATUS OF FEDERAL SURFACE TRANSPORTATION AUTHORIZATION

Federal surface transportation authorization bills have never been easy. But lately, each turn of the cycle, which is designed to run every six years, seems to be harder than the last. The current stalled effort has been particularly difficult. Why? In a word: money. At the moment, lawmakers in charge of finding a way forward on transportation spending are stuck in a kind of suspended animation. The problem is that there is not enough money to fund everything that lawmakers want to do. Even worse, there seems to be little hope of agreeing on a way to find more funding, at least in the foreseeable future. Moreover, Congress has yet to dig into what has traditionally been the really tough part: how the money gets distributed among states, each of which has its own political champions.

At present, the only concrete legislative proposal for authorizing federal surface transportation programs has been around for a year, and it has seen little action since its introduction. This is in large part because its author, House Transportation and Infrastructure Committee Chairman James Oberstar (D-MN), is locked in a fight with the White House over how to fund it. Oberstar's draft would authorize \$337.4 billion for highways, \$99.8 billion for public transit, \$12.6 billion for highway and motor carrier safety, and \$50 billion for high-speed rail—in total, a robust \$500 billion over six years. Although Oberstar's bill is an ambitious document, it does not contain the all-important revenue mechanisms needed to actually pay for its spending, a situation that goes to the heart of the current problem in moving an authorization measure forward. Oberstar has suggested raising the federal gas tax to pay for the additional spending, or instituting a new user fee that would be based on the number of miles a vehicle travels. The White House has repeatedly rejected both approaches as undesirable, particularly while the nation's economy is struggling.

In the Senate, California Democrat Barbara Boxer, who chairs the Environment and Public Works Committee, which has jurisdiction over much of federal surface transportation law, has endorsed the White House's approach. The most she has said is that she wants to get a bill through her committee by the end of the year. Yet Boxer, who is facing a tough re-election fight this year, is not inclined to support raising the gas tax at this time, a position that is different from Oberstar's. All of these factors point to the likelihood that Congress will kick the whole issue down the road until at least after the November midterm elections, possibly longer.

The American Recovery and Reinvestment Act (ARRA), the 2009 federal economic stimulus package, gave infrastructure spending a \$64.1 billion shot in the arm. States, regions and local agencies have been using this funding to repave old roads, fix worn-out bridges, purchase new public transit buses, and more. Although states and localities welcomed the stimulus funding, which helped blunt job losses and bolster local economies, some transportation advocates were concerned that such a large amount of money might remove the impetus for new surface

transportation authorization legislation or dilute the political will for moving one that contained as much spending as is needed.

The pace at which the current surface transportation authorization bill is proceeding may not necessarily be a reason to hit the panic button quite yet. Temporary extensions have become almost the norm while lawmakers work out longer-term policy. The problem is that the task is becoming harder just as infrastructure needs are growing, and the money to pay for those needs is in decline.

The reference point for the transportation community with regard to authorization bills is the Intermodal Surface Transportation Efficiency Act (ISTEA), which was signed into law by President George Bush in 1991 less than a year after the White House unveiled the first proposal. That was not because it was a small endeavor. At the time, ISTEA was considered to be a landmark piece of legislation because it was the first post-Interstate construction authorization. It overhauled the way that states received and could use federal transportation dollars, and it governed all forms of surface transportation, not just highways. Although there were fights over how much money each state would take home, the dollars were nevertheless available for spending. The White House's opening proposal was \$105 billion; the enacted figure was \$151 billion spaced over six years. As is the case today, lawmakers considered a federal gas tax increase that would have taken the per-gallon rate from 14 to 19 cents at the time. But because of pressure from the White House, they ultimately rejected it. However, ISTEA did prevent a gas tax reduction scheduled to take place in 1995 that would have reduced the rate to 11.5 cents per gallon.

The next federal surface transportation bill, which structurally speaking is the genesis of modern authorizations, was the Transportation Equity Act for the 21st Century or TEA-21. President Bill Clinton signed it into law on June 9, 1998, less than a year after ISTEA expired. Pennsylvania Republican Congressman Bud Shuster took charge of the authorization that time around and mounted an effort to take the Highway Trust Fund, the account in which federal gas tax revenues are deposited and which feeds the majority of federal surface transportation spending, off-budget. His effort ultimately failed, but it was a very close vote. Instead, Shuster wrote into TEA-21 what are known as "budgetary firewalls," which essentially moved the Highway Trust Fund out of the category of spending controlled by the appropriators. This structure remains in place today. In this manner, trust fund revenues are protected from being diverted to other, non-transportation uses. Since the money is spent in multi-year cycles rather than through year-to-year appropriations, states and regions can make better planning decisions. That is because states and regions often need to know in advance what sort of federal funding they can count on for future projects that may take several years to complete.

As is habitually the case, lawmakers representing their states and districts jockeyed for position in terms of how much money they would eventually bring home. But Shuster had the very significant benefit of writing TEA-21 during a time of projected budget surpluses. In addition, lawmakers, led by Texas Republican Sen. Phil Gramm and West Virginia Democratic Sen. Robert Byrd, were successful in reversing the diversion of 4.3 cents of the gas tax from the Highway Trust Fund, which had been used to reduce the federal General Fund deficit. This move further increased what lawmakers could spend. In the end, TEA-21 was enacted as a

\$217.9 billion, six-year measure that gave transportation spending an enormous 40 percent boost over ISTEA.

The next—and at present, last—federal surface transportation authorization bill was the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). It was enacted on August 10, 2005, nearly two torturous years after TEA-21 expired. The legislation required 12 short-term extensions before it became law. Republican Congressman Don Young of Alaska, then chairman of the House Transportation and Infrastructure Committee, fought hard for a \$375 billion bill funded partially by a gas tax increase. But President George W. Bush flatly rejected the new tax and said he would not accept a measure that spent more than \$247 billion. In the end, SAFETEA-LU called for allocating \$286.5 billion over six years, but finding that amount of extra revenue took some finagling and some budget tricks. The legislation also purposefully authorized more money than was estimated in federal gas tax receipts over the covered time period, a decision that would come back to haunt Congress. Although SAFETEA-LU as written was a six-year authorization, because it took so long to get enacted, it was effectively only a four-year bill.

In each of these cases, the overarching problems that the bills had were eventually solved with money. But this time around, money is in short supply.

Currently, the main source of federal surface transportation funding is the excise tax on gasoline and gasohol amounting to 18.4 cents per gallon. The revenues from the excise tax are deposited into the Highway Trust Fund. Most of the money—15.44 cents per gallon—goes into the Highway Account. A separate account for public transit gets 2.86 cents per gallon, and 0.1 cent per gallon goes into what is called the Leaking Underground Storage Tank Fund. The last time the federal gas tax was raised was in 1993. Adjusting for inflation, 18.4 cents in 2010 has the buying power of only about 12.2 cents in 1993, a nearly 34 percent decrease.

Receipts into the Highway Trust Fund in recent years have been less than previously projected, due primarily to the flagging economy, a recent spike in motor fuel prices and a trend toward more fuel-efficient vehicles. In fact, over the past year and a half, the trust fund has had to be supplemented with nearly \$40 billion from the General Fund to keep it solvent. At present, the Congressional Budget Office (CBO) estimates that these transfers should suffice to keep the trust fund in the black through the second or third quarter of FY 2013. However, according to the Office of Management and Budget (OMB), receipts into the Highway Trust Fund will continue to decelerate through FY 2016, when they are estimated to actually begin decreasing.

In 2008, the National Surface Transportation Policy and Revenue Study Commission, a bipartisan panel of transportation experts, released a report on transportation planning and revenue options for the future. The report, which was mandated by SAFETEA-LU, noted that upgrading the nation's existing surface transportation network would require an investment of at least \$225 billion annually from every source over the next 50 years. In the short term, the report concluded that the solution was to raise the federal gas tax between 20 to 32 cents per gallon over the next five years, and then to index it to inflation. Republicans immediately shot down the suggestion, but it was also a difficult sell for many Democrats on Capitol Hill, particularly in an election year and especially considering that the White House is opposed.

Even if a gas tax increase were politically viable, many acknowledge that the current system cannot be sustained forever. In its report, the National Surface Transportation Policy and Revenue Study Commission pointed out that the current financing structure “will be viable until at least 2025,” but that lawmakers must immediately begin developing a strategy to transition to other revenue sources for the long term. The report states, “Increasing disparities in vehicle fuel efficiency will gradually erode the equity of the fuel tax, and in the long run many vehicles may be operating on fuels such as electricity that are difficult to tax. After 2025, uncertainties concerning the ability of the fuel tax to serve as the financial base for highway and transit programs are great enough that federal and state transportation agencies should plan on moving to an alternative revenue source.”

What that alternative revenue source should be remains to be seen. One option, charging a fee based on how much individuals actually drive, known as “vehicle miles traveled,” has been rejected by the White House, at least for now. Other ideas are grouped into a catchall phrase called “innovative financing.” Innovative financing is a term of art that generally encompasses the following:

- Toll roads, for which private companies would foot the costs of construction, financed on the back end through the collection of tolls. The tolls could also be used to help maintain those roads once their initial costs are paid.
- Large-scale bonding, which would allow states to float bonds backed by the U.S. Treasury for large, multi-year projects. Congress has already endorsed something similar to this idea, known as Build America Bonds, which states and local governments can use for a variety of infrastructure projects. These bonds are taxable, but the federal government subsidizes much of the interest.
- Infrastructure banks, which would also allow big-ticket bonding for projects of national or regional significance. President Barack Obama has proposed a National Infrastructure Bank or a hybridized version of a bank in his budget proposals. This idea usually involves setting up a government-owned entity that could borrow billions of dollars to invest in infrastructure.

Each of these options has proponents and detractors, and many of them involve borrowing money, rather than creating a new source of revenue. In any case, these kinds of proposals are considered to be an ancillary part of the total financing mix, not a replacement for the gas tax and the Highway Trust Fund.

In the final analysis, most believe that until the White House engages with proposals for generating the kind of money that infrastructure will need going forward, the surface transportation authorization bill is likely to remain stalled.

VENTURA COUNTY TRANSPORTATION COMMISSION STATE LEGISLATIVE MATRIX BILL SUMMARY September 23, 2010			
BILL/AUTHOR	SUBJECT	POSITION	STATUS
AB 2703 Perez	Authorizes Letters of No Prejudice for Proposition 1A projects, thus allowing Positive Train Control to move forward.	Support	Passed Assembly 72-0. Passed Senate Transportation and Housing Committee 8-0. Died in Senate.
AB 1371 Correa	Authorizes Letters of No Prejudice for Proposition 1A projects, thus allowing Positive Train Control to move forward.	Support	Signed by Governor.
SB 1445 DeSaulnier	Original version assessed a \$1 vehicle registration fee to support development of the Sustainable Communities Strategy required by SB 375. Amended bill provides fee of up to \$4 at the option of a region.	Watch	Died in Assembly Appropriations Committee.



Item #13

October 1, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: SAMIA MAXIMOUS, CAPITAL PROJECTS DIRECTOR
SUBJECT: CORRIDOR SYSTEM MANAGEMENT PLAN (CSMP) FOR HWY 101 VENTURA/SANTA BARBARA

RECOMMENDATION:

- Receive and file presentation.

BACKGROUND:

The Corridor System Management Plan (CSMP) planning effort was developed by Caltrans for major transportation corridors in California. As the Commission is aware, the California Transportation Commission allocated \$151 million of Proposition 1B Corridor Mobility Improvement Account (CMIA) funds to the U.S. 101 Ventura to Santa Barbara HOV lane widening project. One of the conditions to receiving the Proposition 1B CMIA funds is that the corridor to be improved be included within a CSMP.

The CSMP is aimed to help reduce congestion along the corridor by addressing all transportation modes not just the lane widening along the freeway. The corridor extends from Winchester Canyon Road in Santa Barbara County to Rice Avenue in Ventura County; a stretch of about 48 miles. The CSMP was developed by a consulting group called DKS Associates in Oakland, California cooperatively with Caltrans Districts 5 and 7, the cities of Santa Barbara, Carpinteria, Ventura and Oxnard and the counties of Santa Barbara and Ventura, Santa Barbara County Association of Governments and the Ventura County Transportation Commission.

The CSMP approach includes explicit consideration of management and operations in the planning and programming of transportation improvements. The CSMP is also multimodal and uses detailed information to understand how a corridor functions both currently and in the future. Caltrans advance planning staff presented the report to the Transportation Technical Advisory Committee (TTAC) group at the September meeting and will present the report at to the Commission meeting highlighting the main elements of the document. Attached is the executive summary of the document for your information. The entire document is posted on VCTC website at <http://www.goventura.org/> under Public Review and Comment.

Executive Summary

The objectives of the US-101 CSMP are to improve safety on the transportation system, reduce travel time or delay on all modes, reduce traffic congestion both recurrent and non-recurrent), improve connectivity between modes and facilities, improve travel-time reliability, and expand mobility options along the corridor in a cost-effective manner. CSMPs are also meant to identify distressed pavement conditions and identify actions to address the pavement deficiencies. A new tool, a traffic simulation model, was also developed to support the development of the CSMP. The managed transportation network for the US-101 CSMP includes the portion of US-101 that begins at the Rice Avenue interchange in Ventura County (VEN PM 20.76) to the Winchester Canyon Drive (SB PM 27.20) in Santa Barbara County.

The development of a Corridor System Management Plan (CSMP) requires cooperative planning among Caltrans, the regional planning agencies, counties, cities, and service providers along any given corridor. The CSMP is an approach that recognizes the concerns of all the major stakeholders and seeks solutions that balance needs and objectives. The US-101 CSMP has been a collaborative effort between the two Caltrans districts that govern the Santa Barbara and Ventura County regions, the Santa Barbara County Association of Governments, and the Ventura County Transportation Commission. The US-101 CSMP process also gained input from over twenty other organizations including representatives from the two counties, several cities and unincorporated communities in the corridor, transit service providers, and a number of other interested parties.

The CSMP approach includes explicit consideration of management and operations in the planning and programming of transportation improvements. The CSMP is also multimodal and uses detailed information to understand how a corridor functions both currently and in the future.

Existing Characteristics of the US-101 Corridor

The US-101 corridor has a mixed urban, suburban and semi-rural character with dramatic scenic beauty. US-101 serves as the main connection between the communities serving commute, interregional, school, personal business and leisure travel. Employment is concentrated in the northern end of the corridor in and near the cities of Santa Barbara and Goleta. Housing is concentrated in the southern end of the corridor in and near the cities of Ventura and Oxnard. This includes the University of California Santa Barbara campus, which also attracts a large number of trips during the peak commute periods. As a result, there is more commute period traffic congestion northbound along the US-101 corridor in the morning and southbound in the evening.

The corridor is also the primary coastal route between Southern California, the Central Coast, and Northern California and is an important transportation link for long-distance travel for both business and leisure. In addition, it is a critical route for freight movement by truck and rail.

US-101 and many of the major parallel streets in each county are at or near capacity during some part of the peak commute periods. Although the existing level of congestion on the freeway on an average weekday during non-peak periods when there are no major incidents is moderate, small variations in traffic volume or incidents can greatly increase congestion and delay. Because of the scenic beauty in the corridor and the attraction of the corridor beaches, the traffic on the weekends, during the summer, or for special events can be much more congested.

There have been significant efforts to provide alternative modes of travel for commute and non-commute travel in the two counties. These include local and express bus service, demand-responsive paratransit services, bicycle routes, multi-use trails, ridesharing services, employer-based flexible work schedules, and other trip reduction programs. Intercity passenger rail service is also provided by Amtrak, but the existing service schedule does not offer a meaningful option for commute travel. A vast majority of passenger travel is by automobile.

Future Conditions

Congestion in the future will not be uniform throughout the corridor, but will likely focus on a few major bottleneck points. Increasing capacity will significantly help to decrease the amount and frequency of corridor delay. The improvements underway in Santa Barbara County south of downtown Santa Barbara and the proposed addition of the high-occupancy vehicle (HOV) lanes will reduce the congestion at most of the bottlenecks between downtown Santa Barbara and the Ventura County line.

Even with added capacity, congestion is expected to remain. The main of congestion in Santa Barbara County in 2023, after the programmed widenings are complete, will be in the core area of Santa Barbara between San Marcos Pass Road (SR 154) and Milpas Street. The most significant bottleneck in both directions will be near Mission Street and Las Positas Road. For southbound traffic, the bottlenecks in this area will restrict the flow of traffic and thus the portion of the corridor south of downtown Santa Barbara will operate with very little congestion.

The main locations of congestion in Ventura County will be in the southern half of the corridor in the cities of Ventura and Oxnard. Traffic analysis has identified these bottlenecks as:

- The lane drop at the SR-126 interchange for southbound traffic will emerge as a significant problem for the corridor in the future.
- Bottlenecks at Victoria Avenue and Vineyard Avenue for southbound traffic will continue in the future. This congestion will be lessened because the bottleneck at SR-126 will reduce the flow of traffic to the south.
- For northbound traffic, the main problems will be at Rice Avenue and Johnson Drive at the south end of the corridor. The future congestion at these bottlenecks will restrict the amount of traffic that can get through, which will lessen congestion in the rest of the corridor in Ventura County.

Evaluation of Management and Operation Strategies

A wide variety of operations and management strategies were evaluated to determine which would improve corridor operation in the future (2023). Each of the packages demonstrated significant potential for reducing congestion. The strategies were grouped into four packages for analysis. Three packages were evaluated using models that simulate traffic flow on the freeway and the parallel roadways. Because the models do not include collisions or other incidents, the fourth package was evaluated using a special model that analyzes the benefits of using freeway service patrol. The four packages are:

- **Transit and Transportation Demand Management** – strategies designed to reduce the number of trips made by automobiles during the peak commute periods by increasing transit services in the peak and by encouraging a reduction in automobile use for commute trips during peak hours.

Results: The total daily reduction in vehicle trips from the Transit and Transportation Demand Management (TDM) package would be about 7,200 trips. Of that total, roughly two-thirds would be from the TDM programs tested and one-third from transit enhancements.

- **Ramp Metering** – strategies designed to manage the flow of traffic on US-101 by metering the flow from ramps onto the freeway.

Results: The analysis revealed that ramp metering can improve the traffic flow on the freeway, reduce bottlenecks, and reduce overall delay when the right conditions exist. The results can be realized without significant negative impacts on local arterials. The modeling also suggests that the improved productivity of the freeway will result in a better alternative for longer trips thereby minimizing diversion of trips to parallel frontage roads and local roads.

- **Minor Physical Capacity Enhancements** – strategies to improve the efficiency of US-101 by relieving bottleneck points or improving alternative routes.

Results: The package tested could reduce delay northbound in the morning by approximately 24 percent in both counties. Southbound in the evening the reduction remains 24 percent in Santa Barbara County but rises to 36 percent in Ventura County. Smaller reductions would also result in the non-commute directions.

- **Incident Management** – strategies to improve the safety of the corridor and reduce the amount of congestion by reducing the impact of collisions and other incidents.

Results: This program could reduce vehicular delays on US-101 by approximately 160,000 vehicle hours annually. This could grow to over 400,000 vehicle hours annually by 2023.

Although the CSMP did not specifically examine any strategies directed specifically at goods movement, all of the strategies will produce benefits for goods movement by improving corridor travel times and reliability.

Recommendations

Corridor Management Strategies include a primary set of strategies and capital improvements that respond to the major corridor mobility challenges to better manage the corridor network. Through collaboration and partnerships, there are currently capital projects within the corridor that address existing deficiencies. The CSMP takes it one step further by looking at conceptual recommendations that will prolong the investments now being made in the corridor and enhance the long-range vision. The CSMP recommends the following:

- **Measurement of Traffic Speeds and Volumes** – Add equipment on US-101 and local roads to provide continuous measurement of traffic speeds and volumes by lane at least every two miles. Both Santa Barbara and Ventura Counties have the capability to monitor speeds for all portions of the freeway system in the corridor.
- **Pavement Management** – Continue cost-effective maintenance of the roadway to ensure safe and comfortable driving. This would include continued implementation of the pavement management system of Caltrans and the local jurisdictions.
- **Transit/Rail** – The stakeholder agencies in the corridor should continue to support the improvement of transit service if financially feasible, particularly to serve commute trips. Increasing express bus frequency and/or adding new services in the future could shift dependence on single occupancy vehicles, taking advantage of the new HOV lanes being built as part of currently programmed projects. Enhancing passenger rail service between Santa Barbara County and Ventura County to better suit commuter demand may also reduce trips along US-101. **Continued coordination between the current operators of both the transit lines, rail services in the counties, and the regional partners will be pursued.**
- **Addition of Park and Ride Lots** – The addition of park-and-ride lots at mode-transfer locations along the corridor is supported. Park-and-ride facilities can serve a variety of alternatives to driving alone, including carpooling, vanpooling, express bus, bicycling, and passenger rail.
- **Continued Support for Transportation Demand Management Programs** – It is recommended that rideshare incentives, individualized marketing, and flexible work schedules continue to be funded and/or supported by both counties and Caltrans. In addition, it is recommended that there continue to be efforts to plan, fund and implement safe facilities for using non-motorized modes, particularly as a mode of access to commute alternatives such as transit services.
- **Ramp Metering** – Corridor stakeholder agencies should develop and implement a ramp metering plan to maximize the productivity of the freeway. When combined with other recommended strategies, ramp metering facilitates better utilization of capacity on the freeway and local arterials. Caltrans should pursue ramp metering by increasing the capacity of on-ramps and installing ramp-metering hardware on all ramps reconstructed as part of interchange reconstruction or as stand-alone projects. Where ramp metering is implemented, traffic flow should be monitored on the mainline lanes of the freeway to provide the information necessary to determine appropriate metering rates. Detectors should be installed on on-ramps to monitor queue length so that metering rates can be adjusted to prevent spillback to local arterials.
- **Operational Improvements** – Improvements such as auxiliary lanes and ramp extensions should be considered along the corridor as indicated in Section 6.4.1.
- **Freeway Service Patrol (FSP)** – It is recommended that freeway service patrol be continued in Santa Barbara County and considered along the corridor in Ventura County in the future if congestion on US-101 worsens, the rate of collisions increases, and the service is financially feasible.



Item #14

October 1, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: SAMIA MAXIMOUS, CAPITAL PROJECTS DIRECTOR
SUBJECT: CALL BOX MAINTENANCE AGREEMENT

RECOMMENDATION:

- Approve a two-year and eight months contract for call boxes maintenance to Case Systems Incorporated for preventive and corrective maintenance including repair costs of the call boxes at an estimated annual but not-to-exceed cost of \$271,200.

BACKGROUND:

As the current 10-year maintenance contract of call boxes with Case Systems Inc. was nearing an end, the Commission authorized staff, on May 6, 2010 to release Request For Proposal (RFP) for the maintenance of the call boxes in Ventura County. On August 25, 2010 staff mailed the RFP to five different companies; Republic ITS (Republic), Case Systems Inc. (CASE), P.A.R. Enterprises, the Technicians Group and Woods Maintenance and was also posted on VCTC website. In response to the RFP, the Commission received two proposals; one from Republic and one from CASE.

A selection committee comprised of Kerry Forsythe, VCTC, Samia Maximous, VCTC and Brittany Odermann, Santa Barbara SAFE reviewed the proposals based on the evaluation criteria outlined in the RFP. There were four evaluation criteria; cost, qualifications and experience of the firm, qualifications and experience of the lead field technician and the work plan. Based on the evaluation criteria, CASE scored significantly higher than Republic with respective scores of 98.7 & 80.3

The current maintenance contract with CASE, which was issued ten years ago, contains a unit price of \$30.51 per call box for preventive maintenance. CASE's proposal includes a unit price of \$32.00 representing 5% increase. Costs for repairs due to knock downs are difficult to predict but CASE's proposal includes 60 different repair items for such events.

CASE's proposal for call box maintenance was found to be responsive to the RFP, was ranked highest by the consultant selection panel and the costs were anticipated in the FY 2010/2011 budget. Staff is therefore recommending approving a two-year and eight months contract with CASE in an amount not-to-exceed \$216,960 for the annual maintenance costs. The annual costs for repair are difficult to predict but over the past five years the annual repair costs averaged 25% of the total annual maintenance costs. These costs would be over and above the fixed maintenance costs but have been budget for in the 2010/11 budget. Therefore, the estimated costs for repair for this fiscal year would be \$54,240, which brings the total amount of the contract to \$271,200. These costs would be over and above the fixed maintenance costs but have been budget for in the 2010/11 budget.

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FISCAL IMPACT

The RFP outlined the contract will have a three-year provision, including the current fiscal year, and the option of extending the contract for another two years. The cost for the remainder of the fiscal year is the estimated not-to-exceed cost of \$181,704 and the yearly cost for the following fiscal years 2011/12 through 2014/15 is \$216,960 in addition to the Consumer Price Index (CPI) increase as warranted. Funding for call box maintenance and repair is available and shown in the SAFE budget within the fiscal year 2011/2012.

**AGREEMENT BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
CASE SYSTEMS INCORPORATED**

THIS AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the Ventura County Transportation Commission, acting at its capacity as the Service Authority Freeway Emergencies (hereinafter referred to as "SAFE") and Case Systems Incorporated, (hereinafter referred to as "CONTRACTOR")

WITNESSESETH

WHEREAS, SAFE requires CONTRACTOR'S services to install maintain and repair motorist aid call boxes on freeways, highways, and other locations within the boundaries of Ventura County and;
WHEREAS, said services cannot be performed by the regular employees of SAFE and;
WHEREAS, CONTRACTOR has represented it has the necessary experience, expertise and personal and desires to perform such services; and
WHEREAS, performing the services for SAFE by CONTRACTOR is authorized by the provisions of Sections 2552 and 2554 of the Streets and Highway Codes of the State of California;
NOW IT IS MUTUALLY AGREED AND UNDERSTOOD by SAFE and CONTRACTOR as follows:

1- STATEMENT OF AGREEMENT

SAFE hereby engages CONTRACTOR, and CONTRACTOR hereby accepts such engagement, to perform the services on the terms and conditions herein described and for the compensation herein provided, all as set forth in Attachment A (Scope of Work) to this agreement. CONTRACTOR hereby warrants that it has the qualifications, experience and facilities to properly perform said services and hereby agrees to undertake and complete the performance thereof for the professional services as an independent contractor, and it does not render CONTRACTOR as employee of the SAFE for any purpose whatsoever. CONTRACTOR shall at all times retain the status of independent contractor.

2- DESCRIPTION OF SERVICES

The services to be performed by CONTRACTOR are those set forth in the Scope of Work in Attachment A of this Agreement.

3- COMPENSATION

3.1 SAFE shall pay CONTRACTOR based on combination of an annual flat fee per call box for maintenance of call boxes which shall not exceed \$18,080 per month, which shall include preventive and corrective maintenance

3.2 For non-preventive and corrective maintenance activities, including but not limited to work associated with knockdowns, vandalism or relocations due to highway construction activities, SAFE shall pay CONTRACTOR for the materials and field time required for each full hour of labor satisfactorily performed by CONTRACTOR personnel under this Agreement, at the hourly rates specified in Attachment B, entitled "Universal Price List," which is attached to and, by this reference, incorporated in and made a part of this Agreement. These rates shall be subject to annual Consumer Price Index (CPI) adjustments each June 30th and are acknowledged to include CONTRACTOR's direct labor costs, indirect costs, and profit. The not-to-exceed yearly amount is \$54,240; however, compensation will be based on actual work and invoices submitted.

3.3 CONTRACTOR will bill SAFE monthly for expenses incurred during the month. SAFE will pay CONTRACTOR within thirty (30) days of receipt of invoice and monthly progress report. Each invoice shall be supported by an itemized statement of costs claimed to have been incurred by CONTRACTOR in the performance of the Agreement during the period covered by such invoice.

4- ASSIGNMENT AND SUBCONTRACTING

4.1 - This agreement is for professional services and CONTRACTOR may not assign its rights under this agreement nor delegate the performance of its duties without the SAFE's prior written consent.

4.2 - CONTRACTOR shall complete all professional services under this Agreement and as set forth in Attachment A. CONTRACTOR may assign duties to another subcontractor upon prior written consent of the SAFE. Any assignment or delegation without SAFE's prior written consent shall be void.

5- RELATIONSHIP OF THE PARTIES

Both parties to this agreement agree that the relationship of the parties shall be that CONTRACTOR is an independent contractor and shall represent the will of SAFE only as to the results of the subject matter of this contract, and not as to the manner in which the services herein are performed, except as provided in Attachment A. CONTRACTOR shall have complete control and responsibility over the details and performance of the services herein required to complete the agreement, and in no event shall CONTRACTOR be considered an officer, agent, servant or employee of SAFE.

6. INSURANCE

A. CONTRACTOR shall procure a Commercial General Liability Insurance Policy in amounts and form set forth below:

(1) Commercial General Liability Insurance. A policy of Commercial General Liability which provides limits of not less than:

- | | |
|---|--------------------|
| (a) Per occurrence: | \$5,000,000 |
| (b) Project Specific Aggregate: | \$5,000,000 |
| (c) Products/Completed Operations: | \$5,000,000 |
| (d) Personal Injury Limit: | \$5,000,000 |

(2) Required General Liability Policy Coverage. Any general liability policy provided by CONTRACTOR hereunder shall include the following coverage:

- (a) Premises and Operations.**
- (b) Products/Completed Operations with limits of at least \$5,000,000 per occurrence to be maintained for five years following acceptance of the work by SAFE.**
- (c) Contractual Liability expressly including liability assumed under this Contract.**
- (d) Independent Contractor's Liability.**

If CONTRACTOR is unable to provide the \$5,000,000 aggregate limit indicated in Section II.5.A (1) and (2) above, CONTRACTOR shall provide an Excess or Umbrella Option that achieves the \$5,000,000 aggregate per project specific aggregate.

(3) Additional Insured Endorsement. Any general liability policy provided by CONTRACTOR hereunder shall contain an additional insured endorsement that applies its coverage to SAFE, the members of the SAFE Board of Directors and its officers, agents, employees and volunteers. Any SAFE self-funded program and/or insurance policy shall be excess only and not contributing to such coverage.

(4) Form of General Liability Insurance Policies. All general liability policies shall be written to apply to all bodily injuries, including death, property damage, personal injuries and other covered loss, however, occasioned, occurring during the policy term, and shall specifically insure the performance by CONTRACTOR of that part of the indemnity agreement contained in this Contract relating to liability for injury to or death of persons and damage to property per project, per location aggregate endorsement. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, SAFE may require additional coverage to be purchased by CONTRACTOR to restore the required limits. CONTRACTOR may combine primary, umbrella and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the Additional Insured Endorsement described above.

B. Professional Errors and Omissions Liability Insurance. If CONTRACTOR provides and/or engages the services of any type of professional services, including, but not limited to, engineers and architects, whose failure due to a mistake or deficiency in design, formula, plan, specifications, advisory, technical or other services could result in liability, CONTRACTOR shall obtain professional errors and omissions liability insurance. Coverage will meet or exceed the following minimum requirements:

(1) Limits shall not be less than \$1,000,000 each claim and \$3,000,000 aggregate total for all claims and shall be solely dedicated to claims arising from professional services provided in this project.

(2) Coverage to apply to all professionals. In the event that CONTRACTOR has an excess policy, excess coverage shall be allowed to achieve the \$3,000,000 aggregate total.

(3) The policy period shall provide coverage through the date of substantial completion and include a 60-month extended reporting period beyond such substantial completion.

(4) Coverage shall include contractual liability.

C. Comprehensive Automobile Liability Insurance. CONTRACTOR shall procure Comprehensive Automobile Liability Insurance written for bodily injury, including death, and property damage, however occasioned occurring during the policy term, in the amount of not less than 2,000,000, combined single limits per occurrence, applicable to all owned, non-owned and hired vehicles. This coverage shall include contractual liability.

D. Statutory Worker's Compensation and Employer's Liability Insurance. CONTRACTOR shall maintain a policy of California Worker's Compensation coverage in statutory amount and Employer's Liability coverage for not less than one \$1,000,000 per occurrence for all employees of CONTRACTOR engaged in services or operations under this Contract.

E. Subcontractor's Insurance. CONTRACTOR shall make certain that any and all subcontractors hired by the CONTRACTOR carry insurance meeting the requirements of this Section II.5. If any subcontractor's coverage does not comply with the foregoing provisions, CONTRACTOR shall indemnify and hold SAFE harmless of and from any damages, lost or cost or expense, including attorney's fees, incurred by SAFE as a result thereof.

6.4 - Failure to Provide Insurance. If CONTRACTOR, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of the agreement. SAFE, at its sole option, may forthwith terminate the Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, SAFE may purchase such required insurance coverage, and without further notice to such required insurance coverage, and without further notice to CONTRACTOR, SAFE may deduct from sums due to CONTRACTOR any premium costs and expenses advanced by SAFE for such insurance.

F. General Provisions.

(1) **Evidence of Insurance.** CONTRACTOR shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of this Contract, deliver to SAFE certificates of insurance evidencing the same, together with appropriated separate endorsements thereto, evidencing that CONTRACTOR has obtained such coverage for the period of this Contract. CONTRACTOR shall deliver certified copies of the actual insurance policies specified herein, within thirty days after commencement of work. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to SAFE within thirty (30) days prior to the expiration of the term of any policy required herein. CONTRACTOR shall permit SAFE at all reasonable times to inspect any policies of insurance of CONTRACTOR that CONTRACTOR has not delivered to SAFE.

(2) **Claims Made Coverage.** If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

(a) The policy retroactive date coincides with or preceded Contractor's commencement of work under this Contract (including subsequent policies purchased as renewals or replacements).

(b) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following expiration of this Contract, including the requirement of adding all additional insureds.

(c) If insurance is terminated for any reason, CONTRACTOR shall purchase an extended reporting provision of at least two years to report claims arising in connection with this Contract.

(d) The policy allows for reporting of circumstances or incidents that might give rise to future claims.

G. Failure to Obtain or Maintain Insurance: SAFE Remedies. Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of this Contract, and SAFE may, at its option, obtain and pay for such insurance and deduct from payments due to CONTRACTOR such amounts paid, or terminate this Contract for any such default by CONTRACTOR.

H. No Limitation of Obligations. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the CONTRACTOR, and any approval of said insurance by SAFE or its insurance contractor(s), are not intended to or shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONTRACTOR pursuant to this Contract, including, but not limited to, the provisions concerning indemnification.

I. Notice of Cancellation of Change of Coverage. All insurance and the certificates of insurance provided by CONTRACTOR must evidence that the insurer providing the policy will give SAFE thirty (30) days written notice, at the address shown in Section V.5 of this Contract, in advance of any lapse, cancellation, reduction or other adverse change respecting such insurance.

J. Qualifying Insurer. All policies of insurance required hereby shall be issued by companies which have been approved to do business in the State of California by the State Department of the Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A:VIII according to the current Best Current Rating Guide, or a company of equal financial stability as determined by SAFE.

K. Review of Coverage. SAFE retains the right at any time to review the coverage, form and amount of insurance required herein, and may require CONTRACTOR to obtain additional insurance reasonably sufficient in coverage, form, amount to provide adequate protection against the kind, and extent of risk that exists at the time of change in insurance required.

Bonding

CONTRACTOR shall provide the following bonds from an AM Best A-VII-rated surety admitted in the State of California:

- A. A performance bond in the amount of \$1,000,000; and
- B. A payment (labor and materials) bond in the amount of any approved subcontract

7- INDEMNIFICATION

Notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this contract, CONTRACTOR shall save, keep, indemnify, hold harmless and defend SAFE and its appointed and elected officials, officers, employees and agents, from every claim or demand made and every liability, judgments, awards, fines, mechanics liens or other liens, labor disputes, losses, damages, expense of any nature, charges or costs of any kind or character, including attorney's fees and court costs (collectively referred to as "claims") and all costs or expenses incurred in connection therewith, which arise directly or indirectly at any time, by reason of damage to the property of, or personal injury to, any person, occurring or arising out of the performance of CONTRACTOR, its officers, agents or employees, including but not limited to, its subcontractors, of the work required pursuant to this agreement, occasioned by any alleged or actual negligent or wrongful act or omission by CONTRACTOR including any such liability imposed by reason of any infringement or alleged infringement of rights or any person or persons, firm or corporation, in consequence of the use in the performance of CONTRACTOR of the work hereunder of any article or material supplied in stalled pursuant to this agreement.

7.1 - CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection herewith;

7.2 - CONTRACTOR will promptly pay any judgment rendered against SAFE, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities; and,

7.3 - In the event SAFE, its officers, agents or employees is made party to any action or proceeding filed or prosecuted against CONTRACTOR for such damages or other claims arising out of or in connection with the

sole negligence or wrongful acts of CONTRACTOR hereunder, CONTRACTOR agrees to pay SAFE, its officers, agents, or employees, any and all costs and expenses incurred by SAFE, its officers, agents or employees in such action or proceeding, including but not limited to, reasonable attorney's fees.

8- PRODUCTS

All products prepared by CONTRACTOR as described in the Scope of Work become the sole property of the SAFE upon completion of contract.

Data Furnished by SAFE: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("SAFE Data") made available to the Consultant by SAFE for use by the Consultant in the performance of its services under this Agreement shall remain the property of SAFE and shall be returned to SAFE at the completion or termination of this Agreement. No license to such SAFE Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such SAFE Data. Any updates, revisions, additions or enhancements to such SAFE Data made by the Consultant in the context of the Project shall be the property of SAFE.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to SAFE as a deliverable shall be the property of SAFE. Consultant will be required to assign all rights in copyright to such Work Product to SAFE.

Personnel and Level of Effort: Personnel assigned to this Project will be specified in an attachment to the Agreement. No substitution of personnel will be allowed without prior written approval of SAFE.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of SAFE. SAFE is under no obligation to approve any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to SAFE for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

9- NON-DISCRIMINATION

CONTRACTOR shall not discriminate in the hiring of employees or in the employment of subcontractors on the basis of sex, race, religion, age, natural origin, handicap, or any other basis prohibited by law.

10- ATTORNEY'S FEES

In the event an action is filed by either party to enforce rights under this agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to any other grief granted by the court.

11- TERMINATION BY AGENCY

This Agreement may be terminated by the SAFE at any time upon thirty (30) days written notice to CONTRACTOR. In full discharge of any obligation to CONTRACTOR in respect of this Agreement and such termination, the SAFE shall pay for the costs and non-cancelable commitments incurred prior to the date of termination and fair closeout costs in accordance with Article 4. CONTRACTOR shall take all reasonable steps to minimize termination.

Termination for Default

If Proposer becomes insolvent, assigns or subcontracts the work without SAFE approval, does not deliver the work specified in the contract or fails to perform in the manner called for, or fails to comply with any other material provision of the Contract, SAFE may terminate the Contract for default. Termination shall be effected by serving a ten (10) day advance written notice of termination on Proposer, setting forth the manner in which Proposer is in default. If Proposer does not cure the breach or propose a plan and schedule for curing the breach acceptable to SAFE within the ten (10) day period, SAFE may terminate the Contract

SAFE shall pay the Proposer for completed work as described above, except that (i) in no event shall SAFE be required to compensate the Proposer for defaulted work, and (ii) any amounts paid shall be offset by any costs incurred by SAFE to correct or complete work required under the Contract, including the difference between Proposer's price for the contract and any higher price paid to another Proposer retained to complete the work.

If it is determined by SAFE that Proposer's failure to perform resulted from unforeseeable causes beyond the control of Proposer, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of Proposer, SAFE, after setting up a new delivery or performance schedule, may allow Proposer to continue work, or treat the termination as a termination for convenience.

12- NOTICES

12.1 - All notices to the SAFE under this Agreement shall be in writing and sent to:

Darren Kettle
Executive Director
Ventura County SAFE
950 County Square Drive, Suite 207
Ventura, CA 93003

12.2 - All notices to CONTRACTOR under this Agreement shall be in writing and sent to:

Ms. Chrisann Lawson, Project Manager
Case Systems, Incorporated
18 Morgan,
Irvine, CA 92618

13. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE

13.1 - This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings related to this work. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by a party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in the Agreement shall not be valid or binding.

13.2 - This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representative of both parties.

13.3 - This Agreement shall be effective as of November 1st 2010, and shall be effective until June 30th, 2013 with the option of renewal of an additional two years to June 30th, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CASE SYSTEMS INCORPORATED

By _____

Title _____

,

VENTURA COUNTY SERVICE AUTHORITY FOR
FREEWAY EMERGENCIES

By _____
Dennis Gillette, Chair

Approved as to form

General Counsel

**VCTC/CASE Agreement
ATTACHMENT A**

SCOPE OF WORK

Outline of Services

The services required by this Agreement shall consist of maintenance of the Ventura County's motorist aid call boxes and other related tasks as necessary to ensure proper functioning of the call box system.

CONTRACTOR shall meet with the Project Manager within 10 days of receipt of the Notice of Award of Agreement to provide the following (a) Certificate of Insurance (see article 9).

1.0 GENERAL

- 1.1 Plans and Specifications: CONTRACTOR shall keep at its VENTURA COUNTY field office a copy of all plans and specifications referred to herein, to which SAFE shall have access at all times. Any additional documentation or specifications for new equipment or processes (i.e. digital transceiver, TTY) shall also be kept by CONTRACTOR in the field office and be available for review by the SAFE Project Manager or SAFE designated representative.
- 1.2 Work to be done: CONTRACTOR shall perform all work necessary to maintain the SAFE motorist aid call box system in a satisfactory manner. Unless otherwise provided, CONTRACTOR shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the services for the specified flat fee or established time and material fees.
- 1.3 Rights of Entry and Permits: SAFE shall be responsible for obtaining all rights of entry, encroachment permits and other licenses or permits required to perform the work hereunder.
- 1.4 Material and Workmanship: All materials, parts and equipment furnished by CONTRACTOR shall be high grade and free from defects. Quality of work shall be in accordance with generally accepted standards. Materials and work quality shall be subject to the SAFE Project Managers' or a designated representative's approval. CONTRACTOR shall be responsible for storing and maintaining materials in a manner that preserves their quality and fitness for use on the Project.
- 1.5 Labor: Only competent workers shall be employed for tasks under this Agreement. Any person found by SAFE to be incompetent, disorderly, working under the influence of alcohol or controlled substances, unsafe or otherwise objectionable shall be removed by CONTRACTOR and not re-employed for services under this Agreement.
- 1.6 Inspections: All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and approval by the SAFE Project manager or a designated representative. Any SAFE authorized representative shall have access to the Ventura County field office.
- 1.7 Condition of Site: Throughout the term of the Agreement, CONTRACTOR shall keep call box sites clean and free of rubbish and debris. Materials and equipment shall be removed from the site as soon as they are no longer needed.
- 1.8 Reuse of parts: CONTRACTOR may reuse parts that have been damaged or replaced assuming CONTRACTOR is able to repair the parts so that the functionality is not degraded.

- 1.9 Reserve Inventory: CONTRACTOR is required to maintain that quantity of call box equipment, parts, and materials in stock in the Ventura County field office as maybe reasonably necessary to fulfill its duties under this Agreement.
- 1.10 Storage of Materials: CONTRACTOR shall store call box housings, electronics, poles and other appurtenances within the Ventura County filed office (as long as materials do not exceed said offices storage capacity) and CONTRACTOR’S field supervisor shall have responsibility for day-to-day coordination and reporting any problems associated with this inventory to the SAFE Project Manager.
- 1.11 Communications: CONTRACTOR shall ensure that the field supervisor has the necessary communication devices for interacting efficiently with the SAFE Project Manager or other designated representatives. The devices to be provided include but are not limited to a pager, cell phone, office phone and email services with the capability to send and receive Access or database equivalent files.

2.0 SYSTEM MAINTENACE ACTIVITIES

In this Agreement, “System” refers to all call boxes owned by SAFE. Only “System” call boxes (i.e. those with digital, TTY/TDD and no other ITS devices) shall be included in the monthly in-service counts under this Section. CONTRACTOR shall perform the following maintenance services:

2.1 System Corrective Maintenance: CONTRACTOR shall perform corrective maintenance as needed on the call boxes. Corrective maintenance requires that the CONTRACTOR be accessible to the California Highway Patrol (or other designated answering center) to report out- of service call boxes to CONTRACTOR. Corrective maintenance includes all repairs to the call box associated with the electronics, transceiver, power supply, (battery and solar panel) and the interface with the cellular system.

Upon notification that a call box is out of service from CHP, the call answering center, SAFE, or the maintenance computer, CONTRACTOR shall take the necessary action to restore it to a good operating condition, including the repair or replacement of parts, components and mountings as needed. Activities falling within the definition of “corrective maintenance” shall be performed by 4 p.m. on the same day for events reported by 8 a.m. on a work day. For events reported after 8 a.m. the call boxes shall be operable by 4 p.m. the following work day. Thus, for events reported on a holiday or weekend, the call box shall be repaired by 4 p.m. on the first work day following the notification of the event. CONTRACTOR shall provide management and field staff sufficient time to perform repairs on call boxes within the established period.

2.2 System Preventive Maintenance: CONTRACTOR shall perform a “preventive maintenance” field visit at least twice a year at approximately six month intervals as necessary to keep boxes clean and operational. CONTRACTOR shall notify the call answering center supervisor at the commencement of a major preventative maintenance cycle when a large portion of the call answering staff time will be required. The preventive maintenance activities shall include the following tasks:

- Cleaning of call box housing as necessary(see below);
- Replacement or addition of outdated, damaged or missing instruction placards and vandalism stickers;
- Inspection and anti-corrosion treatment of external electrical connections;
 - Operational check of call box controls and system operational sequence including:
 - Open inner door (as necessary)
 - Perform test calls;
 - Check outer door; handset and illumination for proper operations;
 - Check call connect light
 - Check push button; and
 - Check cellular antenna and cable
- Minor cleaning of the surrounding area of the call box(includes minor pruning, pulling of weeds and debris removal);
- Cleaning and bolt tightening for the call box sign;
- Visual inspection of the solar panel’s orientation and cleaning of the solar panel collecting surface;
- Testing of the TTY?TDD device by completing all testing protocols and placing on a random basis a call to the designated answering point;
- Maintenance of the callbox mounting pedestals or other devices used for mounting the call boxes on sound walls and bridge railings.

3.0 Knockdowns, Vandalisms, Relocation Force Majeure

3.1 System knockdown, Vandalism, and Other Events: maintenance repairs and/or replacements required as a result of damage by vandalism, or other willful acts, collisions and other accidents and other such causes (including ant intrusion) will be performed by CONTRACTOR. If no foundation work is required, CONTRACTOR shall have the call box placed back in service by 4 p.m. on the same day events are reported by 8 a.m. on a work day. For events reported after 8 a.m. the call box shall be operable by 4 p.m. on the first work day that foundation repairs are complete. For events reported on a holiday or weekend, the call box shall be repaired by 4 p.m. on the first work day if no foundation work is required or by 4 p.m. on the second work day following determination foundation work is required.

3.2 System Removals and Reinstallations: CONTRACTOR agrees to remove call boxes from existing locations on an as-needed basis to accommodate freeway construction and other projects at the request of SAFE. SAFE retains ownership of boxes authorized for removal and CONTRACTOR shall make all removed call boxes available for reinstallation. Relocation of a call box will include, but is not limited to, removing the call box and mounting from its existing location and installing it at a new location as directed by SAFE.

3.3 Reinstalls/Deferred Installations Coordination: CONTRACTOR shall coordinate the removal, de-activation and storage of call boxes as requested by Caltrans or the SAFE Project Manager. CONTRACTOR shall also maintain proper inventory documentation and coordinate siting, re-installation and deferred installation tasks including permitting, site approval, installation and activation. CONTRACTOR shall coordinate activities to expedite the re-installation of call box sites after Caltrans construction projects are completed. CONTRACTOR is not responsible for design work should any be necessary for the reinstallation of call boxes at new locations.

3.4 Force Majeure: Any event beyond the control of the CONTRACTOR and not due to an act or omission of CONTRACTOR that materially and adversely affects CONTRACTOR's obligations hereunder and which event (for the effects of which event) could not have been avoided by due diligence and use of reasonable efforts by CONTRACTOR shall be deemed a "Force Majeure Event," including the following:

- Any earthquake, hurricane, flood or other natural disaster;
- Any epidemic, blockade, rebellion, war, riot, act of sabotage, or civil commotion, disastrous or extensive fire or explosion.
- The suspension termination, interruption, denial or failure to obtain, renew or amend any permit SAFE is responsible for obtaining;
- Any change in a governmental rule or regulation, or change, in the judicial or administrative interpretation of a governmental rule or regulation, or adoption of any new governmental rule or regulation that by its nature imposes additional or delay on CONTRACTOR and that was not reasonably foreseeable at the Proposal Date; and
- Any lawsuit seeking to restrain, enjoin, challenge, or delay construction of the project or the granting or renewal of any governmental approval.

In the event that any corrective or other maintenance work is required due to the occurrence of a Force Majeure Event, CONTRACTOR shall be compensated for all such work on a time and material basis in accordance with Exhibit B Universal price List, which is subject annually CPI adjustments each April 1. The most current Universal Price List shall apply to work performed under this Agreement.

4.0 SYSTEM MANAGEMENT

4.1 Call Box System Database maintenance and Updates: CONTRACTOR shall maintain an accurate up-to-date database containing the system specifications detailed in Attachment A, System Installation Report Specification. CONTRACTOR shall also maintain an accurate, up-to-date database containing information on the entire call box system as detailed in Attachment B, Call Box System Database. CONTRACTOR shall provide SAFE with remote access to the Call Box System Database and the maintenance management system in an Access database file or similar compatible database file format. No more than three (3) different SAFE users shall be authorized to access the Call Box System Database, which users shall be identified in writing to CONTRACTOR by position or name from time to time as required by Article 24. Grant of License.

The Call Box System Database shall include maintenance information on the call box system. This information shall include:

- Description of all corrective maintenance visits including the call box sign number, date and time of work issue date, date and time of visit, and date and time work completed (different from the first visit) and description of work performed;
- Description of preventive maintenance visits including the call box sign number, date and time of visit, and description of work performed if it deviates from the standard preventive maintenance requirements;
- Description of other site work including, but not limited to the following: knockdowns; vandalism; sign repair; other repairs; site repairs; CHP reported; removals; reinstallations; and pad replacements. These entries should also include the work issue date and time (alarm date where applicable), site visit date and time, sign number, and date and time of completion; and
- Monthly summary report with the number of call box calls that were blocked by the cellular system or encountered a "system busy" response from the cellular network.

The Call box System Database shall include all information relating to system components. This information includes, but not limited to, controller card type, electronic serial number, transceiver model and type, and whether or not a call connected light or other ITS device is installed.

The Call Box System Database shall include electronic call box pictures and updated and complete latitude and longitude data. CONTRACTOR shall furnish all equipment and materials necessary to provide this data.

SAFE recognizes that the maintenance management system (hardware and software) is the property of CONTRACTOR and is being developed by CONTRACTOR at CONTRACTOR's sole expense. Article 23 of the Agreement relating to licensing shall apply to all maintenance management system upgrades.

Deliverable #1: Deliver annually an electronic file of the entire System Installed Report Specifications (as defined in Attachment A) in ASCII format to SAFE Beginning in July of 2011. Other updates shall be furnished upon request.

Deliverable #2: Deliver monthly an electronic file of the entire Call Box System Database (s defined in Attachment B) to SAFE. Monthly update of call box system database to SAFE shall occur on the first Wednesday of each month starting in December 2010.

Deliverable #3 Deliver monthly electronic files summarizing corrective, preventative and repair maintenance activities

6.0 ADDITIONAL CALL BOX INSTALLATIONS

CONTRACTOR shall install additional call boxes along freeways, highways, toll roads, and other locations at SAFE's written request. Installation of additional call boxes shall include the furnishing of all labor, material and equipment necessary to place a new call box in service at the new location, and CONTRACTOR shall be compensated on a time and materials basis in accordance with Exhibit B, Universal Price List. The Universal Price List is subject to annual CPI adjustments each April 1. The most current Universal Price List shall apply to work performed under this Agreement.

7.0 FINAL FIELD SURVEY AND SITE APPROVAL COORDINATION

SAFE shall be the primary point of contact for Caltrans permit issues related to system expansion and shall coordinate final field surveys and field review meetings to approve or modify call box locations with Caltrans, CHP, and SAFE. CONTRACTOR shall prepare and submit encroachment permit applications to Caltrans, as required. CONTRACTOR shall work with the SAFE Project Manager to secure blanket installation permits for regional installation programs. (See Attachment C System Operation and Site Condition form).



Item #15

October 1, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: DARREN KETTLE, EXECUTIVE DIRECTOR
MARY TRAVIS, MANAGER - TRANSPORTATION DEVELOPMENT ACT AND RAIL
PROGRAMS**

SUBJECT: SANTA PAULA BRANCH LINE (SPBL) OPERATIONS AND MAINTENANCE CONTRACT

RECOMMENDATION:

- Effective October 1, 2010 administer maintenance agreements as originally approved by the Commission.
- Authorize the Executive Director to renegotiate multiple leases along the SPBL for maintenance and operations on the SPBL corridor.

BACKGROUND:

Fillmore and Western Railroad (F&W) pays VCTC to lease the SPBL for its tourist and movie trains, and also receives a monthly payment from VCTC per the approved maintenance contract to maintain the track and 15 feet on either side along the SPBL between Montalvo and Santa Paula. The agreement between VCTC and F&W is for a twenty-year period or until July 1, 2021. Note that in addition to the monthly maintenance contract payment, the Commission also pays F&W for maintenance work such as weed abatement, debris removal, emergency callouts, etc. on the non-operating property outside the 15-foot track area on a project-by-project basis. This additional work on the non-operating property takes place the entire length of the SPBL, from Montalvo to Rancho Camulos.

By a separate 20-year agreement approved in 2001, the City of Fillmore leases the track from VCTC between Santa Paula to Rancho Camulos (called the "Fillmore Segment") and then subleases this section of track to F&W for their tourist and excursion train operations. Fillmore receives a monthly payment from F&W based on the passengers carried on the special tourist trains operated on this segment. The maintenance of the track and area within the fifteen-foot operating boundary on either side is covered by the Fillmore Segment sublease between Fillmore and F&W.

Two issues recently came to light when reviewing the VCTC SPBL agreements:

First, the VCTC/F&W agreement states that under the current maintenance contract F&W shall receive a maintenance allowance in the lesser amount of \$312,000, or, the total of the State/Federal grade crossing signal maintenance funds and the annual income derived by VCTC from its SPBL leases. This amount changes each year but in FY 10/11 we estimate these combined signal/lease revenues will be about \$238,000. However, for the past several years, VCTC has been paying F&W the maximum monthly amount rather than the "lesser amount" identified in the agreement. The Commission discussed this issue in detail at the July meeting, and postponed the monthly maintenance payment adjustment until October 1, 2010.

October 1, 2010

Item #15

Page #2

A second issue involves the City of Fillmore's separate sublease agreement with F&W for the portion of the SPBL from Santa Paula to Rancho Camulos for tourist and excursion train purposes. The sublease states that Fillmore and/or F&W will maintain this section of the SPBL, however, for the past several years, VCTC has been paying for this maintenance. Until the various lease agreements are renegotiated, the maintenance cost for the track and fifteen-foot strip of land on either side of the track for the Fillmore Segment is the responsibility of the City and their subleasee.

FY 10/11 VCTC Budget Adjustment

This issue was still being explored when the Commission's FY 10/11 budget was approved last June and a placeholder amount of \$182,000 for the maintenance contract was included in the SPBL project budget. Based on the issues just discussed, the maintenance contract line item will need to be increased to fully fund the year's maintenance work. Maintenance work outside the track boundaries will still be handled on a case-by-case basis and paid from funds already budgeted for non-operating property maintenance work.

Staff is still analyzing anticipated VCTC lease revenues to ensure the maintenance contract is funded at the correct level, and we will therefore be preparing a revised agenda item including the final revenue amounts and distribute the information ahead of the Commission meeting October 1st.

Update on Potential Additional SPBL Revenues:

Staff is continuing to work with F&W and UP on generating additional revenues for the SBPL with the goal of making this vital asset self-sustaining in the near future. We will continue to meet regularly with the Commission's Santa Paula Branch Line Advisory Committee (SPBLAC) and will update the Commission as progress is made.

Property Leases

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

Union Pacific (UP) Railroad

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

Next Steps:

1. Effective October 1, 2010, VCTC will administer maintenance agreement with F&W consistent with VCTC/F&W agreement language, and also, the City of Fillmore will administer their agreement with F&W consistent with the sublease agreement's language.
2. Effective July 1, 2011, a schedule to recover overpayment of approximately \$137,452 made to F&W over the past five years will be developed. This overpayment issue is still being reviewed with F&W.
3. Continue to investigate potential lease revenue increases along the SPBL to generate additional revenue.
4. Continue to actively engage discussions between UP, F&W, and Metrolink to facilitate shifting freight hauling activity on the SPBL from UP to F&W.



Item #16

October 1, 2010

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: DONNA COLE, PUBLIC INFORMATION OFFICER

SUBJECT: MARKETING UPDATE

RECOMMENDATION:

- Receive and File

BACKGROUND:

Earlier this year Moore and Associates was awarded a contract for VCTC's Comprehensive Marketing and Outreach program.

The cornerstone goals of this contract are to support a uniform brand identity, promote awareness of VCTC and its services throughout Ventura County, and engender public support in advance of possible future transportation funding measures.

Participation at local events such as Community and Corporate Earth Day events and the Ventura County Fair were the main focus of outreach efforts from April through August. Feedback from those events has shown that most of the general public is aware of some of the services provided by VCTC such as VISTA, Metrolink, and ADA and Guaranteed Ride Home programs, however they do not make the connection that VCTC is the provider of those services.

A rebranding effort is now underway to promote VCTC as an umbrella agency versus simply the programs it funds. The VCTC logo has been redesigned slightly and changed from five colors to three colors for easier recognition and printability. The VISTA logo has also been redesigned. The original black oval is now in the center of a diamond shape similar, but not identical to the diamond shape of the VCTC logo. Fonts and colors have been coordinated for a more cohesive look. The website www.goventura.org has been updated and redesigned for easier navigation.

On October 1st VCTC will rollout the new logos and website. The website will "go live" at the meeting with a presentation of the new design and features. A VISTA Bus and Dial-A-Ride van will also be on display in the parking lot.