



VENTURA COUNTY TRANSPORTATION COMMISSION

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

www.goventura.org

AGENDA*

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

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

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

1. CALL TO ORDER VENTURA COUNTY TRANSPORTATION COMMISSION
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL

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

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

5. [APPROVE SUMMARY FROM SEPTEMBER 6, 2013 VCTC MEETING – PG. 5](#)

6. **CALTRANS REPORT**

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

7. **COMMISSIONERS / EXECUTIVE DIRECTOR REPORT** - *This item provides the opportunity for the commissioners and the Executive Director to report on attended meetings/conferences and any other items related to Commission activities.*
8. **ADDITIONS/REVISIONS** – *The Commission may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Commission subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Commission. If there are less than 2/3 of the Commission members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*
9. **CONSENT CALENDAR** - *All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no discussion of these items unless members of the Commission request specific items to be removed from the Consent Calendar for separate action.*

9A. **JULY 2013 MONTHLY BUDGET REPORT – PG. 11**

Recommended Action:

Receive and File

Responsible Staff: Sally DeGeorge

9B. **AUGUST 2013 MONTHLY BUDGET REPORT – PG. 17**

Recommended Action:

Receive and File

Responsible Staff: Sally DeGeorge

9C. **PASSENGER RAIL UPDATE – PG.23**

Recommended Action:

Receive and File

Responsible Staff: James Hinkamp

9D. **LEGISLATIVE UPDATE– PG.27**

Recommended Action:

Receive and File

Responsible Staff: Peter De Haan

9E. **FY 2012/13 PROPOSITION 1B TRANSIT SECURITY SELECTION OF PROJECTS– PG. 33**

Recommended Action:

Adopt the attached Resolution 2013-07 authorizing the Executive Director to execute all required documents to receive the 2012/13 Transit Security funds for the approved projects.

Responsible Staff: Stephanie Young

9F. **AMENDMENT TO THE COOPERATIVE AGREEMENT WITH SCRRA FOR PROPOSITION 1B TRANSIT SECURITY FUNDS– PG.37**

Recommended Action:

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

Responsible Staff: Stephanie Young

9G. APPROVAL OF PERFORMANCE AUDIT CONTRACT– PG.39

Recommended Action:

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

Responsible Staff: Mary Travis

9H. NAVAL BASE VENTURA COUNTY JOINT LAND USE STUDY UPDATE– PG.59

Recommended Action:

Receive and file

Responsible Staff: Steve DeGeorge

9I. BUDGET AMENDMENTS FOR CONSULTANT SERVICES FOR REGIONAL TRANSIT PLANNING AND MANAGEMENT AND ADMINISTRATIVE TASKS– PG.61

Recommended Action:

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

Responsible Staff: Darren Kettle

9J. STATUS OF EAST COUNTY INTERCITY AMERICANS WITH DISABILITIES ACT SERVICE– PG.63

Recommended Action:

Receive and File

Responsible Staff: Peter De Haan

10. ROUTE 118 AND ROUTE 101 PROJECT STUDY REPORTS– PG. 65

Recommended Action:

Receive and File

Responsible Staff: Peter De Haan

11. PROPOSITION 1B TRANSIT CAPITAL AND CONGESTION MITIGATION AND AIR QUALITY PROJECTS– PG.69

Recommended Action:

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

Responsible Staff: Stephanie Young

12. FINAL FISCAL YEAR 2013/14 FEDERAL TRANSIT ADMINISTRATION PROGRAM OF PROJECTS (PUBLIC HEARING)– PG.79

Recommended Action:

Adopt the attached final Program of Projects approving the projects to receive Federal Transit Administration funds for all areas of Ventura County in FY 2013/14.

Responsible Staff: Peter De Haan

13. PORT OF HUENEME REQUEST FOR EX-OFFICIO VCTC MEMBERSHIP AND ANNUAL JOINT MEETINGS– PG.85

Recommended Action:

Discuss request from the Port of Hueneme for an ex-officio seat on the Commission, and also for annual joint meetings.

Responsible Staff: Darren Kettle

14. VCTC GENERAL COUNSEL'S REPORT

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

15. AGENCY REPORTS

16. CLOSED SESSION

1. Conference with Real Property Negotiators (Gov Code Sec. 54956.8)

Property: Santa Paula Branch Line

Agency Negotiator(s): Darren Kettle

Negotiating Parties: VCTC and Fillmore and Western/lessee to be determined

Under Negotiation: Price and terms of payment

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

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

17. ADJOURN

The next VCTC Commission meeting is scheduled to be held at 9:00 a.m. Friday, **November 1, 2013**, Camarillo City Hall, City Council Chambers, 601 Carmen Drive, Camarillo.



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 6, 2013
9:00 AM**

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

Call To Order

Pledge of Allegiance

Roll Call

Public Comments for those items not listed in this agenda

October 4, 2013
Item #5
Page #2

APPROVE SUMMARY FROM JULY 12, 2013 VCTC MEETING –

Commissioner Fernandez made a motion to approve the summary, seconded by Commissioner McDonald, and passed unanimously.

CALTRANS REPORT

Debbie Wong reported the LaConchita project is on schedule and 53% complete. Undercrossings at Bates Road and La Conchita are complete.

The Ven 118 pavement repair from LA County line to Arroyo Simi has been fast tracked. It will be Ready to list in December and Advertised in February. Work will begin in summer 2014.

COMMISSIONERS REPORTS

Commissioner Parks – The Ribbon Cutting for Kanan Shuttle was held recently. The service has been very successful with standing room only.

Commissioner Morehouse – Ventura is working with SCAG on an effort to cap the freeway to give Ventura access to the beach again. Federal money is available. If other cities are interested in this concept contact City of Ventura Staff.

Commissioner Millhouse - Next Thursday will mark the 5 year anniversary of the Chatsworth Metrolink accident. Moorpark will hold a ceremony at 4:30 pm.

EXECUTIVE DIRECTOR REPORT –

Senate Bill 203 – Last week Senator Fran Pavley's office announced that VCTC's sponsored SB 203, commonly known as the TDA parity bill, passed off the Senate Floor this morning 38-0. The bill is heading to the Governor's desk. Earlier this week Senator Pavley's staff and Delaney Hunter, VCTC's Sacramento Lobbyist, met with the Governor's staff who had a few questions which VCTC staff is addressing. The questions are similar to those raised by our Legislative delegation during the development of SB 203 so addressing the questions require simply updating financial information related to funding transit services and local streets and roads.

101/23 Freeway Interchange Project Status Report - Caltrans advertised the Route 101/23 Improvement project on July 29th. The bid opening is scheduled for the end of this month, and project award should occur one month later. Construction is expected to begin this December.

Annual Mobility 21 Southern California Transportation Summit - VCTC is a member of Mobility 21, a coalition of public and private interests advocating for transportation improvements in Southern California. The upcoming Mobility 21 Summit is scheduled for Tuesday, October 29th, 8 am – 4 pm in downtown Los Angeles at the JW Marriott at L.A. Live. This year's theme is "Connecting the Dots - Linking Infrastructure, Education & Healthcare." Registration is no cost for elected officials/Commissioners. Please connect with Donna Cole if you are interested in attending this event.

Public Transit Grants at Risk - The Legislative Update item in your agenda mentions the Federal Transit Administration grants for most California transit agencies being held up by the Department of Labor due to concerns with the California Public Employees Pension Reform Act. Although VCTC's grants are not affected, federal funds have stopped flowing to some agencies providing service to Ventura County residents, including LA Metro and Santa Barbara MTD. Attached is a letter I have sent to the FTA Administrator, expressing concern with the situation. Similar letters were sent to the Ventura County Congressional delegation. After this letter was sent, the Brown Administration released the attached announcement that a temporary solution has been agreed to.

Rideshare Activities – Did you know that, at nearly 14%, ridesharing is the second most frequent way Ventura County commuters get to work? The Commission and Ventura County Air Pollution Control District held our inaugural Rideshare Week kick-off luncheon in late August at Cal State University Channel Islands. Forty eight Employee Transportation Coordinators (ETCs) attended the event on Aug. 23, which featured games, prize giveaways and a presentation, all focused on ridesharing and how to best promote it at their worksites. Everyone who attended the event took back to work great promotional materials and fun ways to engage employees about the benefits of ridesharing. **Rideshare Week is October 7-11**, and this year we are increasing our outreach efforts to make this the most successful campaign to date. We currently have scheduled more than 10 on-site employer events to assist ETCs in getting the word out. Promotional materials will be available soon on our website and event kits will be mailed to all ETCs on file.

TIGER 5 Grants Announcement - Yesterday, US DOT officially announced the allocation of the very popular FY'13 TIGER discretionary grants. A total of \$474M was allocated to 52 projects in 37 states. US DOT received 585 applications worth over \$9B from all 50 states in this fifth round of TIGER grants. Three California projects received funding including the City of Fresno Fulton Mall Complete Street Project (\$16 million grant, \$46.5 million project cost), San Diego Association of Governments Amtrak Pacific Surfliner Bridge Replacements (\$14 million grant, \$25.2 million project cost), and City of Truckee Bicycle and Pedestrian Railroad Undercrossing (\$1.5 million grant, \$11.3 million project cost).

Joint Land Use Study Update - The Naval Base Ventura County Joint Land Use Study, (NBVC JLUS) will be holding its first public meeting at the Camarillo Library, Tuesday September 10th 6:30 – 8:30 PM. The purpose of this meeting is to introduce the JLUS to the general public and receive input. The meeting was announced and covered in the Ventura County Star earlier this week. The meeting announcement is on your desk for your review. On Wednesday September 11th both the Technical/Advisory and the Policy Committees will be meeting at Pleasant Valley Fields East Meeting Room to review input from the public session and to review and prioritize a draft list of compatibility issues. Once again, Matrix Design Group, the consultant for the Naval Base Ventura County Joint Land Use Study (NBVC JLUS) will be facilitating these three meetings. Notice of these meetings has been sent to all committee members and if you need additional information please contact Steve DeGeorge of VCTC Staff.

ADDITIONS/REVISIONS –

Item #18 has been revised and distributed.

9. CONSENT CALENDAR –

Commissioner Humphrey requested to pull Item #9H **VISTA COOPERATIVE AGREEMENT – CSUCI** for discussion.

Commissioner Fernandez made a motion to approve the remaining items on Consent as presented. The motion was seconded by Commissioner Zaragoza and passed unanimously.

9A. MONTHLY BUDGET REPORT - *Receive and File*

9B. PASSENGER RAIL UPDATE - *Receive and File*

9C. MOORPARK PROP 1B TRANSIT CAPITAL AGREEMENT

Approve the agreement with the City of Moorpark to provide \$317,000 of Proposition 1B Transit Capital funds for the Moorpark Metrolink North Parking Lot Project and \$774,000 of Proposition 1B Transit Capital funds for the purchase of two replacement CNG buses for Moorpark Transit.

9D. COMMUTER SERVICES QUARTERLY REPORT

Receive and file

9E. FY 2013/14 RIDESHARE DATABASE SERVICES MOU

Approve Rideshare Database Services Amendment No. 8 to MOU RS0506 for an amount not to exceed \$16,198 as included in the FY 2013/2014 budget

9F. RAIL BRIDGE INSPECTION CONTRACT

Approve professional services agreement with JL Patterson & Associates not to exceed \$40,675 for completion of required Federal Railroad Administration (FRA) Railroad Bridge Inventory and Safety Inspection Update.

9G. FY 2013/14 BUDGET AMENDMENTS FOR PROJECT BALANCES

Amend the VCTC Fiscal Year 2013/2014 budget for expenditures in programs to be funded from carry-forward balances from Fiscal Year 2012/2013.

9H. VISTA COOPERATIVE AGREEMENT – CSUCI

Commissioner Humphrey requested that the document be printed for the archives using a larger font and to use a larger font in and all future documents. He then made a motion to approve the FY 2013/2014 Cooperative Agreement for bus service to California State University Channel Islands (CSUCI) Rider B – General Provisions for Service. The motion was seconded by Commissioner Zaragoza and passed unanimously.

10. SANTA PAULA BRANCH LINE REMEDIAL WORK CONSTRUCTION CONTRACT

Commissioner Fernandez made a motion to:

- Authorize the Executive Director to approve a contract under the authority of PUC section 130235 to design and install new drainage required for the Santa Paula Branch Line raised berm in Fillmore as an immediate remedial measure.*
- For information purposes staff has determined this project is Categorically Exempt from CEQA pursuant to Section 15303 of the State CEQA Guidelines.*

The motion was seconded by Commissioner Zaragoza and passed unanimously.

11. FINAL COMPREHENSIVE TRANSPORTATION PLAN

Public Comments

Rye Berg, Safe Routes to School

This is an important step forward. Staff has been very responsive to an active transportation and complete streets plan. He urged the county to adopt a complete streets policy to make it safe to walk and bike. He would like to see future revenue sources include a percentage for complete streets. Having complete streets will result in increases in home values and sales tax returns, encourage tourism and improve public health.

Rachel Morris, representing VCCool, Ventura Bicycle Union and a new countywide coalition

Outreach has been productive. She strongly supports active transportation. The reason more people are not bicycling is there is no physical protection from cars. People don't feel safe. She urged support of safer healthy transportation.

Amelia Aparicio, Big Brothers and Sisters

She is a strong supporter for alternative transportation in Fillmore and Ventura. She formed a new bike club with students, however their list of destinations is limited because it is too dangerous for kids.

Commissioner Parks said she would like to make complete streets a priority.
Commissioner Humphrey suggested a workshop be organized to discuss rebranding of VCTC.

Commissioner Morehouse made a motion to approve the Final Comprehensive Transportation Plan. The motion was seconded by Commissioner Millhouse and passed unanimously.

A Workshop discussion will be agendized in the near future to address both rebranding and Commissioner Bennett's concerns for building support for funding sources.

12. REQUEST FOR PROPOSALS FOR ROUTE 101 HIGH-OCCUPANCY TOLL LANES

Commissioner Parks would like a public survey in the future regarding light rail vs. toll lanes. Commissioner Morehouse made a motion to authorize release of Request for Proposals for an economic feasibility study of Route 101 High Occupancy Toll Lanes. The motion was seconded by Commissioner Millhouse and passed by the following roll call vote:

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

No: Commissioners Humphrey and Parks

Abstain: None

Absent: Commissioner Clapp

13. STATUS OF AMERICANS WITH DISABILITIES ACT (ADA) CARDHOLDERS EAST COUNTY INTERCITY SERVICE PROVIDED BY CAMARILLO HEALTHCARE DISTRICT

Received and Filed

14. LEGISLATIVE UPDATE AND POSITION ON BILLS

Commissioner McDonald made a motion to:

- *Support AB 401 (Daly) authorizing design/build projects.*
- *Oppose SB 556 (Corbett) requiring "THE OPERATOR OF THIS VEHICLE IS NOT A GOVERNMENT EMPLOYEE" signs. The motion was seconded by Commissioner Morehouse and passed unanimously.*

15. CONSORTIUM REQUEST FOR PROPOSALS FOR BUS ACQUISITION

Commissioner Fernandez made the motion to:

- *Amend the VISTA Fixed Route budget, adding five million dollars (\$5,000,000) for the acquisition of over-the-road motor coaches. The amendment will add \$5,000,000 from the VCTC State Transit Assistance (STA) funds to the budget.*
- *Authorize amendment of the VISTA Fixed Route budget, contingent of approval of California Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funds, adding three million dollars (\$3,000,000) for the acquisition of over-the-road motor coaches. The amendment will add \$3,000,000 from the VCTC PTMISEA bond funds to the budget if the Commission approves the funding as part of the PTMISEA program adoption.*
- *Authorize advancing the \$3 million in Proposition 1B from the STA balance, contingent upon VCTC approval of the Proposition 1B funding.*
- *Approve continued participation in the transit agency consortium to acquire over-the-road motor coaches.*

The motion was seconded by Commissioner Zaragoza and passed unanimously.

16. REQUEST FOR PROPOSALS FOR VISTA BUS SERVICE

Commissioner Fernandez made a motion to:

- *Authorize staff to finalize and release a Request for Proposals (RFP) for VISTA transit operations and capital support.*
- *Approve recommendations as described in **bold** below regarding the proposed terms for the length of the next VISTA contract and the fuel path, to be included in the RFP*
The motion was seconded by Commissioner Zaragoza and passed unanimously.

17. HERITAGE VALLEY TRANSIT JPA ADMINISTRATION REQUEST

Commissioner Fernandez made a motion to authorize the Executive Director to negotiate an agreement with the Heritage Valley Transit agency to provide administrative and management services and support. The motion was seconded by Commissioner McDonald and passed unanimously.

18. CONSULTANT CONTRACT FOR UNMET NEEDS ANALYSIS

Commissioner White made a motion to approve a consultant contract to review and revise the annual TDA unmet transit needs public hearing process and definitions of “unmet transit needs” and “reasonable to meet”. The motion was seconded by Commissioner Morehouse and passed unanimously.

VCTC GENERAL COUNSEL’S REPORT

AGENCY REPORTS

CLOSED SESSION – *There was no report from Closed Session*

1. *Conference with Real Property Negotiators (Gov Code Sec. 54956.8)*
Property: Santa Paula Branch Line
Agency Negotiator(s): Darren Kettle
Negotiating Parties: VCTC and Fillmore and Western/lessee to be determined
Under Negotiation: Price and terms of payment
2. *Conference with Legal Counsel – Existing Litigation (Gov Code Sec. 54956.9(a) and (d)(1))*
VCTC v. Griffin Industries
3. *Conference with Legal Counsel – Anticipated Litigation, (Gov Code Sec. 54956.9(a) and (d)(2))*
Significant Exposure to Litigation – One Case

ADJOURN

The next VCTC Commission meeting is scheduled to be held at 9:00 a.m. Friday, **October 4, 2013**, Camarillo City Hall, City Council Chambers, 601 Carmen Drive, Camarillo.



Item # 9A

October 4, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: SALLY DEGEORGE, FINANCE DIRECTOR
SUBJECT: MONTHLY BUDGET REPORT

RECOMMENDATION:

- Receive and file the monthly budget report for July 2013

BACKGROUND:

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

The July 31, 2013 budget reports indicate that revenues were approximately 7.72% of the adopted budget while expenditures were approximately 3.44% of the adopted budget. The revenues and expenditures are as expected. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on a percentage or monthly basis. For instance, some revenues are received at the beginning of the year while other revenues are received after grants are approved by federal agencies. In many instances, VCTC incurs expenses in advance of the revenues.

**VENTURA COUNTY TRANSPORTATION COMMISSION
BALANCE SHEET
AS OF JULY 31, 2013**

ASSETS

Assets:

Cash and Investments - Wells Fargo Bank	\$ 5,138,537
Cash and Investments - County Treasury	19,731,963
Petty Cash	50
Receivables/Due from other funds	4,568,326
Prepaid Expenditures	511,114
Deposits	<u>13,065</u>

Total Assets: **\$29,963,055**

LIABILITIES AND FUND BALANCE

Liabilities:

Accrued Expenses/Due to other funds	\$ 2,686,163
Deferred Revenue	1,056,602
Deposits	<u>400</u>

Total Liabilities: **\$ 3,743,165**

Net Assets:

Fund Balance	<u>\$26,219,890</u>
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Total Liabilities and Fund Balance: **\$29,963,055**

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE ONE MONTH ENDING JULY 31, 2013**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Revenues								
Federal Revenues	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 12,295,949	(12,295,949)	0.00
State Revenues	1,641,000	2,063,800	0	0	3,704,800	35,891,665	(32,186,865)	10.32
Local Revenues	330,709	0	0	0	330,709	3,983,315	(3,652,606)	8.30
Other Revenues	0	0	0	0	0	0	0	0.00
Interest	54	0	0	6	60	105,000	(104,940)	0.06
Total Revenues	1,971,763	2,063,800	0	6	4,035,569	52,275,929	(48,240,360)	7.72
Expenditures								
Administration								
Personnel Expenditures	105,481	0	0	0	105,481	2,782,200	(2,676,719)	3.79
Legal Services	0	0	0	0	0	30,000	(30,000)	0.00
Professional Services	9,490	0	0	0	9,490	115,300	(105,810)	8.23
Office Leases	16,647	0	0	0	16,647	144,000	(127,353)	11.56
Office Expenditures	19,631	0	0	0	19,631	291,000	(271,369)	6.75
Total Administration	151,249	0	0	0	151,249	3,362,500	(3,211,251)	4.50
Programs and Projects								
Transit & Transportation Program								
Senior-Disabled Transportation	11,123	0	0	0	11,123	283,070	(271,947)	3.93
Go Ventura Smartcard	25,987	0	0	0	25,987	247,600	(221,613)	10.50
VISTA Fixed Route Bus Service	503,197	0	0	0	503,197	6,138,608	(5,635,411)	8.20
VISTA DAR Bus Services	211,946	0	0	0	211,946	2,620,400	(2,408,454)	8.09
Nextbus	0	0	0	0	0	173,800	(173,800)	0.00
Trapeze	1,896	0	0	0	1,896	30,900	(29,004)	6.14
Transit Grant Administration	6,571	0	0	0	6,571	7,299,116	(7,292,545)	0.09
Total Transit & Transportation	760,720	0	0	0	760,720	16,793,494	(16,032,774)	4.53

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Highway Program								
Congestion Management Program	3,750	0	0	0	3,750	25,000	(21,250)	15.00
Motorist Aid Call Box System	0	0	0	23,697	23,697	440,000	(416,303)	5.39
SpeedInfo Highway Speed Sensor	0	0	0	11,900	11,900	144,000	(132,100)	8.26
Total Highway	3,750	0	0	35,597	39,347	609,000	(569,653)	6.46
Rail Program								
Metrolink & Commuter Rail	2,682	0	0	0	2,682	2,722,958	(2,720,276)	0.10
LOSSAN & Coastal Rail	10	0	0	0	10	30,600	(30,590)	0.03
Santa Paula Branch Line	50,757	0	0	0	50,757	926,600	(875,843)	5.48
Total Rail	53,449	0	0	0	53,449	3,680,158	(3,626,709)	1.45
Commuter Assistance Program								
Transit Information Center	3,852	0	0	0	3,852	53,200	(49,348)	7.24
Rideshare Programs	2,362	0	0	0	2,362	56,500	(54,138)	4.18
Total Commuter Assistance	6,214	0	0	0	6,214	109,700	(103,486)	5.66
Planning & Programming								
Transportation Development Act	0	886,622	0	0	886,622	29,536,714	(28,650,092)	3.00
Transportation Improvement Program	42	0	0	0	42	285,650	(285,608)	0.01
Regional Transportation Planning	0	0	0	0	0	329,000	(329,000)	0.00
Airport Land Use Commission	0	0	0	0	0	206,000	(206,000)	0.00
Regional Transit Planning	855	0	0	0	855	117,700	(116,845)	0.73
Freight Movement	0	0	0	0	0	12,500	(12,500)	0.00
Total Planning & Programming	897	886,622	0	0	887,519	30,487,564	(29,600,045)	2.91
General Government								
Community Outreach & Marketing	0	0	0	0	0	519,600	(519,600)	0.00
State & Federal Relations	17,361	0	0	0	17,361	76,525	(59,164)	22.69
Management & Administration	2,647	0	0	0	2,647	80,456	(77,809)	3.29
Total General Government	20,008	0	0	0	20,008	676,581	(656,573)	2.96
Total Expenditures	996,287	886,622	0	35,597	1,918,506	55,718,997	(53,800,491)	3.44

Revenues over (under) expenditures	975,476	1,177,178	0	(35,591)	2,117,063	(3,443,068)	5,560,131
Other Financing Sources							
Transfers Into GF from LTF	865,190	0	0	0	865,190	2,565,190	(1,700,000)
Transfers Into GF from STA	1,500,000	0	0	0	1,500,000	5,496,970	(3,996,970)
Transfers Into GF from SAFE	0	0	0	0	0	41,900	(41,900)
Transfers Out of LTF into GF	0	(865,190)	0	0	(865,190)	(2,565,190)	1,700,000
Transfers Out of STA into GF	0	0	(1,500,000)	0	(1,500,000)	(5,496,970)	3,996,970
Transfers Out of SAFE into GF	0	0	0	0	0	(41,900)	41,900
Total Other Financing Sources	2,365,190	(865,190)	(1,500,000)	0	0	0	0
Net Change in Fund Balances	3,340,666	311,988	(1,500,000)	(35,591)	2,117,063	(3,443,068)	5,560,131
Beginning Fund Balance	1,592,617	5,595,607	13,403,280	3,511,323	24,102,827	22,314,000	1,788,827
Ending Fund Balance	<u>\$ 4,933,283</u>	<u>\$5,907,595</u>	<u>\$11,903,280</u>	<u>\$3,475,732</u>	<u>\$26,219,890</u>	<u>\$18,870,932</u>	<u>\$ 7,348,958</u>

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF JULY 31, 2013**

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

Institution	Investment Type	Maturity Date	Interest to Date	Rate	Balance
Wells Fargo – Checking	Government Checking	N/A	\$58.92	0.02%	\$5,136,536.59
County of Ventura	Treasury Pool	N/A	\$0.00		\$19,764,152.62
Total			\$ 58.92		\$24,900,689.21

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

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

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

For Management Reporting Purposes Only



Item # 9B

October 4, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: MONTHLY BUDGET REPORT

RECOMMENDATION:

- Receive and file the monthly budget report for August 2013

BACKGROUND:

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

The August 31, 2013 budget reports indicate that revenues were approximately 16.92% of the adopted budget while expenditures were approximately 9.19% of the adopted budget. The revenues and expenditures are as expected. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on a percentage or monthly basis. For instance, some revenues are received at the beginning of the year while other revenues are received after grants are approved by federal agencies. In many instances, VCTC incurs expenses in advance of the revenues.

**VENTURA COUNTY TRANSPORTATION COMMISSION
BALANCE SHEET
AS OF AUGUST 31, 2013**

ASSETS

Assets:

Cash and Investments - Wells Fargo Bank	\$ 4,834,044
Cash and Investments - County Treasury	22,015,365
Petty Cash	50
Receivables/Due from other funds	3,832,141
Prepaid Expenditures	511,064
Deposits	<u>13,065</u>

Total Assets: **\$31,205,729**

LIABILITIES AND FUND BALANCE

Liabilities:

Accrued Expenses/Due to other funds	\$ 2,216,573
Deferred Revenue	1,037,349
Deposits	<u>400</u>

Total Liabilities: **\$ 3,254,322**

Net Assets:

Fund Balance	<u>\$27,951,407</u>
--------------	----------------------------

Total Liabilities and Fund Balance: **\$31,205,729**

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE TWO MONTHS ENDING AUGUST 31, 2013**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Revenues								
Federal Revenues	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 12,295,949	(12,295,949)	0.00
State Revenues	1,641,000	4,815,500	0	0	6,456,500	37,532,665	(31,076,165)	17.20
Local Revenues	2,665,670	0	0	0	2,665,670	3,983,315	(1,317,645)	66.92
Other Revenues	0	0	0	0	0	0	0	0.00
Interest	143	0	0	12	155	105,000	(104,845)	0.15
Total Revenues	4,306,813	4,815,500	0	12	9,122,325	53,916,929	(44,794,604)	16.92
Expenditures								
Administration								
Personnel Expenditures	293,071	0	0	0	293,071	2,782,200	(2,489,129)	10.53
Legal Services	2,020	0	0	0	2,020	30,000	(27,980)	6.73
Professional Services	12,794	0	0	0	12,794	115,300	(102,506)	11.10
Office Leases	28,047	0	0	0	28,047	144,000	(115,953)	19.48
Office Expenditures	29,024	0	0	0	29,024	291,000	(261,976)	9.97
Total Administration	364,956	0	0	0	364,956	3,362,500	(2,997,544)	10.85
Programs and Projects								
Transit & Transportation Program								
Senior-Disabled Transportation	21,597	0	0	0	21,597	283,070	(261,473)	7.63
Go Ventura Smartcard	38,183	0	0	0	38,183	247,600	(209,417)	15.42
VISTA Fixed Route Bus Service	1,021,953	0	0	0	1,021,953	6,138,608	(5,116,655)	16.65
VISTA DAR Bus Services	427,837	0	0	0	427,837	2,620,400	(2,192,563)	16.33
Nextbus	0	0	0	0	0	173,800	(173,800)	0.00
Trapeze	3,791	0	0	0	3,791	30,900	(27,109)	12.27
Transit Grant Administration	582,938	0	0	0	582,938	8,940,116	(8,357,178)	6.52
Total Transit & Transportation	2,096,299	0	0	0	2,096,299	18,434,494	(16,338,195)	11.37

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Highway Program								
Congestion Management Program	3,750	0	0	0	3,750	25,000	(21,250)	15.00
Motorist Aid Call Box System	0	0	0	47,316	47,316	440,000	(392,684)	10.75
SpeedInfo Highway Speed Sensor	0	0	0	23,800	23,800	144,000	(120,200)	16.53
Total Highway	3,750	0	0	71,116	74,866	609,000	(534,134)	12.29
Rail Program								
Metrolink & Commuter Rail	859,023	0	0	0	859,023	2,722,958	(1,863,935)	31.55
LOSSAN & Coastal Rail	155	0	0	0	155	30,600	(30,445)	0.51
Santa Paula Branch Line	76,957	0	0	0	76,957	926,600	(849,643)	8.31
Total Rail	936,135	0	0	0	936,135	3,680,158	(2,744,023)	25.44
Commuter Assistance Program								
Transit Information Center	7,759	0	0	0	7,759	53,200	(45,441)	14.58
Rideshare Programs	2,534	0	0	0	2,534	56,500	(53,966)	4.48
Total Commuter Assistance	10,293	0	0	0	10,293	109,700	(99,407)	9.38
Planning & Programming								
Transportation Development Act	0	1,759,244	0	0	1,759,244	29,536,714	(27,777,470)	5.96
Transportation Improvement Program	3,370	0	0	0	3,370	285,650	(282,280)	1.18
Regional Transportation Planning	0	0	0	0	0	329,000	(329,000)	0.00
Airport Land Use Commission	339	0	0	0	339	206,000	(205,661)	0.16
Regional Transit Planning	1,990	0	0	0	1,990	117,700	(115,710)	1.69
Freight Movement	0	0	0	0	0	12,500	(12,500)	0.00
Total Planning & Programming	5,699	1,759,244	0	0	1,764,943	30,487,564	(28,722,621)	5.79
General Government								
Community Outreach & Marketing	565	0	0	0	565	519,600	(519,035)	0.11
State & Federal Relations	21,462	0	0	0	21,462	76,525	(55,063)	28.05
Management & Administration	4,226	0	0	0	4,226	80,456	(76,230)	5.25
Total General Government	26,253	0	0	0	26,253	676,581	(650,328)	3.88
Total Expenditures	3,443,385	1,759,244	0	71,116	5,273,745	57,359,997	(52,086,252)	9.19

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)
Revenues over (under) expenditures	863,428	3,056,256	0	(71,104)	3,848,580	(3,443,068)	7,291,648
Other Financing Sources							
Transfers Into GF from LTF	1,720,866	0	0	0	1,720,866	2,565,190	(844,324)
Transfers Into GF from STA	1,500,000	0	0	0	1,500,000	5,496,970	(3,996,970)
Transfers Into GF from SAFE	0	0	0	0	0	41,900	(41,900)
Transfers Out of LTF into GF	0	(1,720,866)	0	0	(1,720,866)	(2,565,190)	844,324
Transfers Out of STA into GF	0	0	(1,500,000)	0	(1,500,000)	(5,496,970)	3,996,970
Transfers Out of SAFE into GF	0	0	0	0	0	(41,900)	41,900
Total Other Financing Sources	3,220,866	(1,720,866)	(1,500,000)	0	0	0	0
Net Change in Fund Balances	4,084,294	1,335,390	(1,500,000)	(71,104)	3,848,580	(3,443,068)	7,291,648
Beginning Fund Balance	1,592,617	5,595,607	13,403,280	3,511,323	24,102,827	22,314,000	1,788,827
Ending Fund Balance	<u>\$5,676,911</u>	<u>\$6,930,997</u>	<u>\$11,903,280</u>	<u>\$3,440,219</u>	<u>\$27,951,407</u>	<u>\$18,870,932</u>	<u>\$9,080,475</u>

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF AUGUST 31, 2013**

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

Institution	Investment Type	Maturity Date	Interest to Date	Rate	Balance
Wells Fargo – Checking	Government Checking	N/A	\$153.93	0.02%	\$4,834,043.91
County of Ventura	Treasury Pool	N/A	\$0.00		\$22,047,554.36
Total			\$ 153.93		\$26,881,598.27

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

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

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

For Management Reporting Purposes Only



Item #9C

October 4, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: JAMES HINKAMP, PROGRAM ANALYST

SUBJECT: PASSENGER RAIL UPDATE

RECOMMENDATION:

- Receive and file.

BACKGROUND:

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

DISCUSSION:

Metrolink

Ridership & On-Time Performance

During the month of August, the Ventura County Line averaged 3,590 total passenger boardings per weekday. This is a 2% decrease from the previous month of July and also a 2% decrease year-over-year, from August 2012. Detailed statistics are attached.

On-time performance data (which denotes trains arriving within five minutes of scheduled time) for the month of August is currently unavailable. This data will be supplied at the next Commission meeting.

Finances

Faced with mounting financial challenges, the Board of Directors made an extraordinary decision to contract with KPMG LLP, one of the "Big 4" international audit, tax, and advisory services firms, to provide supplemental managerial staffing to the Accounting and Finance Department. Supplemental staff will help offset recent departures by internal Finance staff with the primary objective of resolving ongoing financial issues, including account reconciliations and cash flow. The Board of Directors also approved a separate, unprecedented contract with KPMG LLP to perform initial forensic audit services. The forensic audit will evaluate potential fraud and improper asset handling. Both contracts contain options should additional work be required. These contracts have been budgeted for FY13-14 and are therefore not anticipated to affect VCTC's current commuter rail subsidy.

Strategic Plan

On September 10th, Metrolink kicked off its Strategic Plan update with the aim of creating a plan that will guide the agency's business and operational decisions during the next 10 years. Staff from each member agency, including VCTC, will contribute to research and evaluation of Metrolink's past and present operations, as part of the initial phase of plan development. The strategic planning effort will occur through the remainder of the current fiscal year with completion anticipated by the close of FY14-15.

TAP Program

Beginning in October, Monthly Pass tickets will feature an additional barcode compatible with Amtrak ticket scanners. The added feature will streamline fare checks onboard Amtrak trains for Monthly Pass holders and enable more accurate Rail-to-Rail ridership data collection. Adequate funding is provided in the FY13-14 budget for VCTC's contribution to this fare media enhancement.

Schedule Change

On Monday, September 30th, Metrolink adjusted its train schedule to reflect current operating conditions and future PTC operating requirements. Schedule changes will complement the changes previously implemented on the Antelope Valley Line weekend schedule on August 17th. Departure and arrival times at Ventura County stations remain the same for southbound and northbound trains. However, arrival times at Los Angeles Union Station (LAUS) have shifted two minutes later for southbound trains 102, 106, and 108 while northbound train 101 is scheduled to depart two minutes earlier from LAUS.

Right-of-Way Incident

At approximately 6:25 p.m. on the evening of Tuesday, September 17th, an automobile rolled into the right-of-way and fouled tracks west of Moorpark. No injuries were reported. The incident delayed northbound Train 119 for over one hour. During the delay a bus bridge was ordered and two buses were supplied by Transit Systems Unlimited to assist the 85 passengers aboard the train. Normal train operations resumed after the vehicle was removed.

LOSSAN JPA

Governance

As the Commission recalls, in August the LOSSAN Board selected Orange County Transportation Authority (OCTA) to become the Managing Agency for the intercity rail corridor. The selection allows for the Board to enter into negotiation with OCTA and draft an Administrative Support Agreement. Due to the LOSSAN Board meeting occurring in late September, additional updates will be communicated at the November Commission meeting.

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)
AUGUST 2013 v. JULY 2013 (MONTH OVER MONTH)

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
13-Jul	3,672	41,388	180
13-Aug	3,590	40,701	<i>n/a</i>
<i>Variance</i>	<i>-2%</i>	<i>-2%</i>	

AVERAGE WEEKDAY PASSENGER TRIPS (INBOUND and OUTBOUND)
AUGUST 2013 v. AUGUST 2012 (YEAR OVER YEAR)

MO/YR	Ventura County Line	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
12-Aug	3,674	42,335	149
13-Aug	3,590	40,701	<i>n/a</i>
<i>Variance</i>	<i>-2%</i>	<i>-4%</i>	

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Item #9D

October 4, 2013

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

RECOMMENDATION:

- Receive and file.

BACKGROUND:

Federal Issues

As has been covered extensively in the media, Congress has not yet passed a budget or Continuing Resolution to fund government operations after September 30th. As with other government functions, federal transportation funding and U.S. Department of Transportation office staff require an appropriation to continue in operation.

State Issues

Attachment A is the monthly report from Delaney Hunter, the Commission's lobbyist. Attachment B is the bill matrix. Unlike in past years, almost all of the bills tracked this year were passed by the Legislature. As of this writing staff is awaiting word on the Governor's decisions for these bills.

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GONZALEZ, QUINTANA & HUNTER, LLC

VENTURA COUNTY TRANSPORTATION COMMISSION MONTHLY STATE ADVOCACY REPORT SEPTEMBER 2013

LEGISLATIVE UPDATES

SB 203 (Pavley) Local Transportation Funds: Ventura County

SB 203 passed out of the Assembly Appropriations Committee on Consent and with a unanimous vote August 14th and off the Assembly Floor on Consent and with a unanimous vote on August 22nd. The bill then moved back to the Senate for concurrence on August 30th where it passed off the Senate Floor and to the Governor by a vote of 38-0. On September 3rd we – along with Elise Thureau, Legislative Director for Senator Pavley – met with the Governor’s staff to request a signature. Additional information was requested by the Governor’s staff which we provided on September 5th. We are currently awaiting action by the Governor on the bill – he has until October 13th to sign or veto the bill.

AB 664 (Williams) Gold Coast Transit District

AB 664 passed off the Senate Floor unanimously on September 6th and moved back to the Assembly for concurrence, where it also passed off unanimously and now awaits action by the Governor. We sent a letter urging the Governor to sign AB 664 - he has until October 13th to sign or veto the bill.

AB 179 (Bocanegra) – Data Privacy Rules for Electronic Fare Passes

AB 179 passed off the Assembly Floor on a vote of 70-1 on May 24th and out of the Senate Judiciary Committee on a vote of 5-2 on June 25th. VCTC consulted with staff of Assemblymember Bocanegra regarding VCTC’s concerns with the bill and upon further clarification and assurance removed our opposition.

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

AB 513 (Frazier) – Rubberized Asphalt

AB 513 passed through the legislative process and is now awaiting action by the Governor. As reported earlier, amendments taken in May make technical changes to how funds would be appropriated and adds a sunset date of January 1, 2020.

AB 401 (Daly) – Design Build

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

AB 1222 (Bloom and Dickinson) – PEPRA exemption for public transit employees

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

VENTURA COUNTY TRANSPORTATION COMMISSION STATE LEGISLATIVE MATRIX BILL SUMMARY September 23, 2013			
BILL/AUTHOR	SUBJECT	POSITION	STATUS
AB 179 Bocanegra	Requires purging of certain personal identification information for electronic transit fare media.	Watch	Passed Senate Appropriations Committee. Passed full Senate 33-4. Assembly concurred in amendments 77-1. To Governor.
AB 401 Daly	Authorizes design/build procurements.	Support	Passed Senate Appropriations Committee 7-0. Passed Senate 32-2. Assembly Transportation Committee concurred in amendments 12-3. Full Assembly concurred in amendments 66-8. To Governor.
AB 513 Frazier	Establishes a grant program for use of recycled tires in local agency paving projects.	Support	Passed Senate Appropriations Committee 6-1. Passed full Senate 32-5. Assembly concurred in amendments 63-13. To Governor.
AB 664 Williams	Establishes a Gold Coast Transit District.	Support & Seek Amendment	Passed Senate 38-0. To Governor.
AB 1222 Bloom	Implements temporary arrangement to allow federal transit funds to continue flowing despite issue of whether state pension reform conflicts with federal transit worker protections.	Support	Assembly concurred in amendments 74-3. To Governor.
AB 1290 J. Perez	Requires reporting on Sustainable Communities Strategy (SCS) implementation to CTC, and inclusion of SCS documentation in county STIP nominations.	Watch	Passed Senate Appropriations Committee 5-2. Passed full Senate 27-12. Assembly concurred in amendments 54-24. To Governor.

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATE LEGISLATIVE MATRIX BILL SUMMARY
September 23, 2013**

BILL/AUTHOR	SUBJECT	POSITION	STATUS
SB 203 Pavley	Allows Ventura County cities with a population of under 100,000, and the rural portion of the unincorporated area, to use TDA funds for streets and roads as in other counties.	Sponsor	Senate concurred in amendment 38-0. To Governor.
SCA 4 Liu	Places before the voters a Constitutional Amendment to reduce to 55% the approval threshold for local transportation funding measures.	Support	Passed Senate Transportation and Housing Committee 7-2. In Senate Appropriations Committee.



Item # 9E

October 4, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: STEPHANIE YOUNG, PROGRAM ANALYST

SUBJECT: FISCAL YEAR (FY) 2012/13 PROPOSITION 1B TRANSIT SECURITY SELECTION OF PROJECTS

RECOMMENDATION

- Adopt the attached Resolution 2013-07 authorizing the Executive Director to execute all required documents to receive the 2012/13 Transit Security funds for the approved projects.

BACKGROUND

The State has appropriated \$60 million in Proposition 1B Transit Safety, Security & Disaster Response bond funds for FY 2012/13. These Transit Security funds are distributed by formula to regional transportation agencies and transit operators. Based on the formula the Ventura County Transportation Commission (VCTC) can receive \$709,972, which is available for eligible transit capital projects within Ventura County, subject to available bond financing.

DISCUSSION

At the July 12, 2013 meeting, the commission approved the FY 2012/13 projects, shown below.

Sponsor	Project	Approved Amount
VISTA	Bus Security Cameras	\$ 469,972
Thousand Oaks	Bus Security Camera Replacements	\$ 70,000
Thousand Oaks	Digital Radio Communication System	\$ 70,000
Thousand Oaks	Security Camera System Archive Storage Upgrade	\$ 60,000
Thousand Oaks	Fiber Optic Connection	\$ 40,000
TOTAL		\$ 709,972

The balance from FY 2011/12 of \$10,972 was not able to be carried over, so the amount available was \$709,972 instead of \$720,944 as originally thought. However, the Ventura County Area Agency on Aging Wheelchair Strap project was found to be ineligible by the California Governor's Office of Emergency Services, so the \$10,000 from that project was shifted to the VISTA Bus Security Cameras project, as had been approved by the Commission. In order to receive funds, the commission must approve the attached resolution.

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RESOLUTION NO. 2013-07

**A RESOLUTION OF THE VENTURA COUNTY TRANSPORTATION COMMISSION
APPROVING THE PROJECT LIST FOR FY 2012/13 PROPOSITION 1B TRANSIT SAFETY,
SECURITY, & DISASTER RESPONSE PROJECTS AND DESIGNATION OF ELIGIBLE APPLICANTS**

WHEREAS, the Ventura County Transportation Commission ("VCTC") was created pursuant to Public Utilities Code § 130000, et seq.; and

WHEREAS, VCTC serves as the transportation planning agency ("TPA") for Ventura County pursuant to Government Code § 29532.4, subsec. (b), notwithstanding Government Code § 29532; and

WHEREAS, Government Code 8879.57 establishes the eligible applicants and allocation of the Proposition 1B Transit Safety, Security, & Disaster Response Program; and

WHEREAS, pursuant to the provisions of Government Code Sections 8879.50 – 8879.65, VCTC is identified as the responsible and eligible agency to apply for funding under the Proposition 1B Transit Safety, Security, & Disaster Response Program; and

WHEREAS, the Transit Operators Committee (TRANSCOM) of VCTC has reviewed possible transit security and safety projects and developed a list of priority projects;

NOW, THEREFORE, the Ventura County Transportation Commission does hereby resolve as follows:

Section 1. VCTC adopts the fiscal year 2012/13 Transit Safety, Security, & Disaster Response Projects (Attachment).

Section 2. The applicant list is hereby approved.

Section 3. The VCTC Executive Director is authorized to take such actions legally necessary and appropriate for the obtaining of financial assistance under the Proposition 1B Transit Safety, Security, & Disaster Response Program from the State of California and to allow for the submission of grant applications by the VCTC and the City of Thousand Oaks to access such financial assistance.

PASSED AND ADOPTED by the VCTC at its regular meeting this 4th day of October, 2013.

Steve Sojka, Chair

ATTEST:

Donna Cole, Clerk

APPROVED AS TO FORM:

ATTACHMENT

VENTURA COUNTY TRANSPORTATION COMMISSION
PROPOSITION 1B TRANSIT SAFETY, SECURITY, AND DISASTER RESPONSE
APPROVED PROJECT LIST FY 2012-13

Sponsor	Project	Approved Amount
VISTA	Bus Security Cameras	\$ 469,972
Thousand Oaks	Bus Security Camera Replacements	\$ 70,000
Thousand Oaks	Digital Radio Communication System	\$ 70,000
Thousand Oaks	Security Camera System Archive Storage Upgrade	\$ 60,000
Thousand Oaks	Fiber Optic Connection	\$ 40,000
TOTAL		\$ 709,972



Item #9F

October 4, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: STEPHANIE YOUNG, PROGRAM ANALYST

SUBJECT: AMENDMENT TO THE COOPERATIVE AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA) FOR PROPOSITION 1B TRANSIT SECURITY FUNDS

RECOMMENDATION:

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

BACKGROUND:

At the July 2012 meeting, the Commission approved the use of \$509,000 of FY 2011/12 Proposition 1B Transit Security funds for the Metrolink Grade Crossing Rehabilitation project. As mentioned in the FY 2012/13 Proposition 1B Transit Security Resolution item in this agenda, \$10,972 were not able to be carried over to FY 2012/13. If not programmed to a project, Ventura County will lose these funds. Therefore, staff recommends that this amount be added to the Grade Crossing Rehabilitation project. These funds will go toward the rehabilitation of track and subgrade and the installation of concrete crossing panels in two or more crossings on the Ventura County Metrolink Line.

Staff recommends that the Commission authorize the Executive Director to sign the attached amendment so that SCRRA can receive Transit Security funds. Staff has received notification from the California Governor's Office of Emergency Services that this project has been approved for funding, so the VCTC budget should be amended to include revenues and expenditures of \$519,972 in Proposition 1B funds.

**AMENDMENT #1 TO
COOPERATIVE AGREEMENT
BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**

THIS AMENDMENT #1 to the Cooperative Agreement between the Ventura County Transportation Commission and the Southern California Regional Rail Authority regarding the administration of funds from the Proposition 1B California Transit Security Grant Program (CTSGP) ("the Agreement") is entered into between Ventura County Transportation Commission (VCTC) and the Southern California Regional Rail Authority (SCRRA), this 4th day of October, 2013.

WHEREAS, at its July 13, 2012 meeting, the VCTC authorized the programming of \$509,000 of Fiscal Year 2011/12 CTSGP funds, plus any interest on the funds which may have accrued, for the Metrolink Grade Crossing Rehabilitation Project; and,

WHEREAS the VCTC has been informed that \$10,972 of FY 2011/12 CTSGP funds were at risk of lapsing if not programmed to a project within Ventura County; and

WHEREAS, VCTC desires to program an additional \$10,972 CTSGP funds to the Metrolink Grade Crossing Rehabilitation Project.

NOW THEREFORE THE PARTIES DO AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. Revised Project Cost: The cost of the Metrolink Grade Crossing Rehabilitation Project is hereby revised from \$509,000 to \$519,972.
2. No Other Changes: There are no other changes to the agreement made by this amendment.

**SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY**

**VENTURA COUNTY TRANSPORTATION
COMMISSION**

Don O. Del Rio
Acting Chief Executive Officer

Darren M. Kettle
Executive Director

Approved as to Form

Approved as to Form

General Counsel

Steven T. Mattas
General Counsel



Item # 9G

October 4, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: VIC KAMHI, BUS SERVICES DIRECTOR
MARY TRAVIS, ANALYST II**

**SUBJECT: APPROVAL OF CONTRACT WITH NELSON\NYGAARD CONSULTANTS FOR
COMPLETION OF STATE REQUIRED TRANSPORTATION DEVELOPMENT ACT
(TDA) TRIENNIAL PERFORMANCE AUDITS FOR VCTC AND GOLD COAST
TRANSIT (GCT)**

RECOMMENDATION:

- Approve a contract with Nelson\Nygaard Consultants not to exceed \$33,850 to complete the State required Transportation Development Act (TDA) triennial performance audits of VCTC and the Gold Coast Transit (GCT) agency.

DISCUSSION:

The State requires every three years that VCTC, in its role as the County Transportation Commission, and any transit operator using TDA Article 4 funds, each undergo a performance audit to certify that these agencies are fully complying with the TDA legislative intent and regulations. Gold Coast Transit is currently the only Article 4 operator in Ventura County and is thereby the only transit operator subject to this requirement.

The last performance audits were completed in June 2010 and covered Fiscal Year (FY) 2007/2008 through FY 2009/2010. These performance audits will look at FY 2010/2011 through FY 2012/13. The VCTC audit will focus on the major functions of a County Transportation Commission including local and regional transportation planning efforts, coordination activities and grant management. The GCT audit will concentrate on operational efficiency and effectiveness.

The GCT performance audit will be presented to its' Board at their May 1, 2014 meeting, and both the VCTC and GCT audits will come to the Commission for consideration at the June 6, 2014 meeting. After review and approval, the performance audits will be submitted to the State.

In July, a Request for Proposals (RFP) for a consultant to perform the audits was sent to twenty-four consulting firms for their consideration. Four firms submitted proposals: IntelliBridge Partners; Majic Consulting Group; Nelson\Nygaard; and, PMC.

All four firms submitted excellent proposals. A summary of the proposals follows:

IntelliBridge	\$32,300	220 hours
Majic	\$79,977	696 hours
Nelson\Nygaard	\$33,850	224 hours
PMC	\$69,714	491 hours

An interview panel consisting of GCT Planner Claire Johnson-Winegar, Fillmore Finance Analyst Leonore Young and VCTC staff reviewed the proposals and then interviewed all the firms. Two of the firms proposed to spend significantly more hours on the required work than was deemed necessary based on the requirements. The other two firms were more realistic in their work plans.

The review committee believed Nelson\Nygaard had a more focused and directed work plan to accomplish the project in the scheduled time. Because the firm has collected the data for the previous three performance audits, they can proceed with the required work with a minimal amount of preparation time. Therefore, it is recommended the attached contract be awarded to Nelson\Nygaard for a total not to exceed of \$33,850. Funding for the performance audit contract is included in VCTC's adopted FY 2013/2014 budget.



**CONSULTING SERVICES AGREEMENT BETWEEN
THE VENTURA COUNTY TRANSPORTATION COMMISSION AND
NELSON\NYGAARD CONSULTING ASSOCIATES, INC**

THIS AGREEMENT for consulting services is made by and between the Ventura County Transportation Commission ("VCTC") and Nelson\Nygaard Consulting Services, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of October 4, 2013 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to VCTC the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 6, 2014, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect VCTC's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all work required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that VCTC, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from VCTC of such desire of VCTC, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 Public Works Requirements.** [not applicable to this Agreement]

Section 2. COMPENSATION. VCTC hereby agrees to pay Consultant a sum not to exceed thirty-three thousand, eight hundred fifty dollar (\$33,850.00) notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. VCTC shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from VCTC to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to VCTC in the manner

specified herein. Except as specifically authorized by VCTC in writing, Consultant shall not bill VCTC for duplicate services performed by more than one person.

Consultant and VCTC acknowledge and agree that compensation paid by VCTC to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. VCTC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for all services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain all the following information:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At VCTC's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by each employee, agent, and subcontractor of Consultant performing services hereunder;
- Consultant shall give separate notice to VCTC when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds eight hundred (800) hours within a twelve (12)-month period under this Agreement and any other agreement between Consultant and VCTC. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and VCTC, if applicable.
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

2.2 Monthly Payment. VCTC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. VCTC shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all expenses and activities performed during the invoice period for which Consultant expects to receive payment.

2.3 Final Payment. [not applicable to this Agreement]

2.4 Total Payment. VCTC shall pay for the services to be rendered by Consultant pursuant to this Agreement. VCTC shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. VCTC shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire

Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit A.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, as specified in Exhibit B, attached hereto and incorporated herein, shall not exceed thirty-three thousand eight hundred fiftydollars (\$33,850.00). Expenses not listed below are not chargeable to VCTC. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor represents and warrants that Contractor is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18662, as it may be amended, and is exempt from withholding. Contractor accepts sole responsibility for verifying the residency status of any subcontractors and withhold taxes from non-California subcontractors.
- 2.8 Payment upon Termination.** In the event that VCTC or Consultant terminates this Agreement pursuant to Section 8, VCTC shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. VCTC shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

VCTC shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with VCTC employees and reviewing records and the information in possession of VCTC. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of VCTC. In no event shall VCTC be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. Consultant shall maintain the insurance policies required by this section

throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against VCTC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$1,000,000 per occurrence** or claim, \$2,000,000 aggregate covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. VCTC shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. [not applicable to this Agreement]

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish VCTC with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to the Consultant beginning work, this shall not waive the Consultant's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to VCTC. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to VCTC at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. VCTC and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of

Consultant, including VCTC's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to VCTC and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by VCTC shall be called upon to contribute to a loss under the coverage.

- 4.4.5 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of VCTC for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to VCTC, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 4.4.7 Wasting Policy.** No insurance policy required by Section 4 shall include a "wasting" policy limit.

- 4.4.8 Variation.** VCTC may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that VCTC's interests are otherwise fully protected.

- 4.5 Remedies.** In addition to any other remedies VCTC may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend with counsel selected by VCTC, and hold harmless VCTC and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits,

actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance ("Claims"), to the extent caused, directly or indirectly, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of VCTC or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

- 5.1 Insurance Not in Place of Indemnity.** Acceptance by VCTC of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 PERS Liability.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of VCTC, Consultant shall indemnify, defend, and hold harmless VCTC for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of VCTC.
- 5.3 Third Party Claims.** With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of VCTC. VCTC shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise VCTC shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other VCTC, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by VCTC, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of VCTC and entitlement to any contribution to be paid by VCTC for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant Not an Agent.** Except as VCTC may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of VCTC in any capacity whatsoever as an agent to bind VCTC to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all federal, state and local laws and regulations applicable to the performance of the work hereunder. Consultant's failure to comply with such law(s) or regulation(s) shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which VCTC is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to VCTC that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from VCTC, of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to VCTC that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from VCTC.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.
- Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.
- 7.6 **Contractor's Residency and Tax Withholding** Contractor declares that Contractor is a resident of the State of California in accordance with the California Franchise Tax Board form 590 ("Form 590"), as may be amended. Unless provided with valid, written evidence of an exemption or waiver from withholding, VCTC may withhold California taxes from payments to Contractor as required by law. Contractor shall obtain, and maintain on file for three (3) years after the termination of the Contract, Form 590s from all subcontractors. Contractor accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Contractor's withholding duty to VCTC.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** VCTC may cancel this Agreement at any time and without cause upon written notification to Consultant.
Consultant may cancel this Agreement for cause upon thirty (30) days' written notice to VCTC and shall include in such notice the reasons for cancellation.
In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of notice of termination; VCTC, however, may condition payment of such compensation upon Consultant delivering to VCTC all materials described in Section 9.1.

- 8.2 Extension.** VCTC may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require Contractor to execute a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if VCTC grants such an extension, VCTC shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, VCTC shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** VCTC and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to VCTC for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between VCTC and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, VCTC's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that VCTC would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of VCTC. Consultant hereby agrees to deliver those documents to VCTC upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for VCTC and are not necessarily suitable for any future or other use. VCTC and Consultant agree that, until final approval by VCTC, all data, plans, specifications,

reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties except as required by law.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to VCTC under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of VCTC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of VCTC or as part of any audit of VCTC, for a period of three (3) years after final payment under the Agreement.
- 9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by VCTC become the exclusive property of VCTC. At such time as VCTC selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret." VCTC shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, VCTC may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless VCTC, its agents and employees, from any judgment, fines, penalties, and award of attorneys fees awarded against VCTC in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives VCTC's award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in VCTC's possession, which includes a minimum retention period for such documents.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Ventura or in the United States District Court for the Central District.

- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of VCTC or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000, *et seq.* Consultant shall not employ any VCTC official in the work performed pursuant to this Agreement. No officer or employee of VCTC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of VCTC. If Consultant was an employee, agent, appointee, or official of VCTC in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090, *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse VCTC for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Mary Travis , Analyst II ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

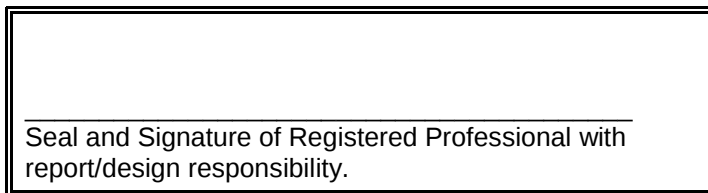
Consultant:

Nelson\Nygaard
attn: Ms. Linda Rhine, Principal
116 New Montgomery Street Suite 500
San Francisco, CA 94105

VCTC:

Darren M. Kettle, Executive Director
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between VCTC and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

<u>Exhibit A</u>	Scope of Services and Compensation Schedule
<u>Exhibit B</u>	Reimbursable Expenses

- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

- 10.14 Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.

- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

The Parties have executed this Agreement as of the Effective Date.

VCTC

CONSULTANT Nelson\Nygaard Consulting
Services, Inc

Darren Kettle, Executive Director

Linda Rhine, Principal

Approved as to Form:

Steven T. Mattas, General Counsel

EXHIBIT A

SCOPE OF SERVICES AND PROJECT SCHEDULE

The State requires that every three years VCTC, in its role as the County Transportation Commission, and any transit operator using TDA Article 4 funds, undergo a performance audit to certify that these agencies are fully complying with the TDA legislative intent and regulations. Gold Coast Transit is currently the only Article 4 operator in Ventura County and is thereby the only transit operator subject to this requirement.

The last performance audits were completed in June 2010 and covered Fiscal Year (FY) 2007/08 - FY 2009/2010. **This performance audit will look at FY 2010/2011 through FY 2012/13.**

A.1. Performance Audit of VCTC

The consultant will be required to perform the following tasks as part of the audit of VCTC:

(a) Determine Compliance with Legal and Regulatory Requirements

The consultant will be required to review and determine the VCTC's compliance with the Transportation Development Act and related sections of the California Code of Regulations as the designated Transportation Planning Agency. Should the consultant identify instances of non-compliance with the TDA, a finding regarding the non-compliance should be made in the audit report.

(b) Review VCTC Functions

The consultant will review each VCTC TDA-related function consistent with the efficiency, economy, and program results portions of the Comptroller General's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions." The functional review is expected to include interviews with VCTC management and staff.

(c) Follow-up Prior Performance Audit Recommendations

The consultant will review the most recent prior performance audits for the RTPA and assess the implementation of audit recommendations. The auditor will need to make determinations as to whether recommendations which have not been implemented are (a) no longer applicable, (b) infeasible, or (c) should still be implemented. If a prior audit recommendation has not been implemented but still has merit, the consultant should include the prior audit recommendation in the current audit report. The consultant will also evaluate recommendations which have been implemented or are being implemented. For these recommendations, the consultant should assess the benefits provided (or likely to be provided) by the recommendation. Significant accomplishments in implementing prior recommendations should be recognized.

A.2. Performance Audit of GCT

The consultant will be required to perform the following tasks as part of the transit performance audit of GCT:

(a) Determine Compliance with Statutory and Regulatory Requirements

The consultant will be required to review and determine the operator's compliance with the Transportation Development Act and related sections of the California Code of

Regulations. Should the consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report.

(b) Follow-up Prior Performance Audit Recommendations

The consultant will review the most recent prior performance audits for the operator and assess the operators' implementation of audit recommendations. The auditor will need to make determinations as to whether recommendations which have not been implemented are (a) no longer applicable, (b) infeasible, or (c) should still be implemented. If a prior audit recommendation has not been implemented but still has merit, the consultant should include the prior audit recommendation in the current audit report. The consultant will evaluate recommendations which have been implemented or are being implemented. For these recommendations, the consultant should assess the benefits provided (or likely to be provided) by the recommendation. Significant accomplishments in implementing prior recommendations should be recognized.

(c) Verify Performance Indicators

As part of the performance audit, Section 99246 (d) of the Public Utilities Code, the audit is required to include but not be limited to the following verification of five performance indicators: operating cost per passenger, operating cost per vehicle service hour, passengers per vehicle service hour, passengers per vehicle service mile, and vehicle service hours per employee. The consultant will review and validate the operator's collection of basic data needed to calculate these indicators for each fiscal year in the triennium. The consultant will be expected to analyze performance indicators with the intent of identifying potential issues or concerns that may need further examination during the functional review.

The performance audit may include performance evaluations both for the entire system and for the system excluding special, new or expanded services instituted to test public transportation service growth potential. As part of the functional review described below, the consultant will be expected to select, calculate and analyze additional performance indicators which are appropriate to identify, quantify and/or resolve performance problems and potential areas for improvement.

(d) Review Operator Functions

The consultant will review each operator function, consistent with the efficiency, economy, and program results portions of the Comptroller General's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions." The functional review is expected to include interviews with the operator's management and staff.

A.3. PROJECT SCHEDULE

October 4, 2013	VCTC Approval of Consultant
Week of October 7 – 11	Consultant Kick-off Meetings with VCTC/GCT
April 14, 2014	Draft Audits for delivered to VCTC and GCT for review and comment - the consultant must provide one electronic and four (4) copies of the draft audit reports to VCTC.
May 12, 2014	Final performance audits delivered to VCTC and GCT for presentation to governing boards - the consultant must deliver thirty-five (35) copies of <u>each</u> of the VCTC and GCT final audit reports to the VCTC Executive Director. The final audit reports must address each of the performance audit project requirements, and must be delivered to VCTC no later than May 12, 2014.
June 4, 2014	Presentation of GCT Audit to GCT Board
June 6, 2014	Presentation of GCT and VCTC Audits to VCTC Board
June 7, 2014	GCT and VCTC Performance Audits Filed with State Project Completed

A.4. REQUIRED DELIVERABLES

1. The consultant must provide one electronic copy and four (4) copies of the VCTC and GCT draft audits to VCTC no later than April 14, 2014.
2. After the VCTC and GCT review and comment upon the draft reports, the consultant must deliver thirty-five (35) copies of each of the VCTC and GCT final audit reports to the VCTC Executive Director. The final audit reports must address each of the performance audit project requirements, and must be delivered to VCTC no later than May 12, 2014.
3. The consultant should be prepared to make an oral presentation of the final GCT audit report to the GCT Board on June 4, 2014, and, an oral presentation on the VCTC and GCT final audit reports to the VCTC on June 6, 2014.

EXHIBIT B

REIMBURSABLE EXPENSES

See attached chart

**Consultant will not be paid by VCTC for any other expenses incurred
in the performance of this Agreement.**

Task Description	Nelson\Nygaard Labor Costs							Total Project Labor Hours	Total Project Labor Costs
	Linda Rhine Principal		Joey Goldman Principal		Danielle Rose Gordon Hansen Associate III		Creative Services (basic docs)		
Base Rate	61.46	61.46	38.91	37.82					
Overhead (150%)	92.18	92.18	58.37	56.73					
Profit (10%)	15.36	15.36	9.73	9.45					
Total Billing Rate	\$169.00	\$169.00	\$107.00	\$104.00					
							Hours	Cost	
Task Description									
VCTC Audit									
1 Interviews and On-site Meetings			6	6			12	\$1,656	12 \$1,656
2 Compliance with Regulatory Requirements			6	6			12	\$1,656	12 \$1,656
3 Status of Prior Performance Recommendations			6	4			10	\$1,442	10 \$1,442
4 Functional Review		4	16	12			32	\$4,664	32 \$4,664
5 Draft Audit Findings and Recommendations with Draft Reports		2	8	8	6		24	\$3,170	24 \$3,170
6 Final Audit Report and Presenation		2	4	4	4		14	\$1,858	14 \$1,858
GCT Audit*									
1 Interviews and Site Visit			6	6			12	\$1,656	12 \$1,656
2 Compliance with Regulatory Requirements			6	6			12	\$1,656	12 \$1,656
3 Status of Prior Performance Recommendations			4	6			10	\$1,318	10 \$1,318
4a Data Collection and Reporting			4	4			8	\$1,104	8 \$1,104
4b Quantitative Trends			4	4			8	\$1,104	8 \$1,104
5 Functional Review		4	12	12			28	\$3,988	28 \$3,988
6 Draft Audit Findings and Recommendations with Draft Reports		6	8	6	6		26	\$3,632	26 \$3,632
7 Final Audit Report and Presenation			8	4	4		16	\$2,196	16 \$2,196
TOTAL HOURS		18	98	88	20		224		224
TOTAL COST	\$	3,042	\$ 16,562	\$ 9,416	\$ 2,080		\$ 31,100	\$	\$ 31,100

*Travel and presentations are budgeted for both audits.

NN Direct Costs									
Travel	Units					#	Cost		Total Project
Air Fare	trips	2	1			3	\$ 1,050		
UNIT COST	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350				
Hotel	nights	4	1			5	\$ 750		
UNIT COST	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150				
Per Diem	days					0	\$ -		
UNIT COST	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30				
Rental Cars and Gas	days	2				2	\$ 200		
UNIT COST	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100				
Other Ground Transportation (Mileage, Transit Fares, Parking)	days					0	\$ -		
UNIT COST	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20				
Printing/Reproduction/Supplies							\$ 750		
Subtotal - Direct Expenses							\$ 2,750		
General & Administrative on Subcontractor Costs						G&A 5%	\$ -		
Total Cost by Firm (Labor + Direct Expenses + G&A)							\$ 33,850	\$	\$ 33,850



Item # 9H

October 4, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: STEVE DEGEORGE, PLANNING & TECHNOLOGY DIRECTOR
SUBJECT: NAVAL BASE VENTURA COUNTY JOINT LAND USE STUDY (NBVC JLUS) UPDATE

RECOMMENDATION:

- Receive and File

DISCUSSION:

The Naval Base Ventura County Joint Land Use Study (NBVC JLUS) continues to move forward and enjoyed a very successful public workshop held on September 10th at Camarillo Library. The workshop was designed to elicit public input to the Study and identify areas of public concern about compatibility with Naval Base Ventura County. While a number of people arriving at the workshop were under the impression that the evening's topic was specifically related to a proposed development, when informed that the program was specific to Naval Base Ventura County all but two people remained and 106 participants provided valuable input to the Study.

In addition to the public workshop Matrix Design Group, the project consultant, facilitated two working committee meetings. The Technical/Advisory Committee met the morning of September 11th to review specific compatibility issues and begin the prioritization process. The Policy Committee met later that afternoon to review the work completed in the morning and provide policy direction concerning the issues identified. Both committee meetings yielded substantial discussion and were valuable in moving the Study forward. So much valuable input was provided that an additional set of committee meetings will be held to conclude the process of issue identification.

The next round of public and Committee workshops to be held is being tentatively set for mid-November and will be held in the City of Oxnard. As soon as the location and dates are confirmed announcements will be released through the media and the project mailing list.

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Item #91

October 4, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: DARREN KETTLE, EXECUTIVE DIRECTOR

**SUBJECT: BUDGET AMENDMENTS FOR CONSULTANT SERVICES FOR REGIONAL
TRANSPORTATION PLANNING TASK AND MANAGEMENT AND ADMINISTRATION
TASK**

RECOMMENDATION:

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

DISCUSSION

MANAGEMENT AND ADMINISTRATION

The Commission will recall several months ago discussing the potential of relocating VCTC's office and the potential of acquiring a building. Subsequently, as part of the Executive Director's annual performance review, the Commission encouraged investigating the purchase of a building. There is substantial effort and expertise required in the due diligence phase and VCTC does not have the internal staff resources to manage such an effort. This budget amendment will fund consultant services to provide preliminary due diligence services and "vertical" construction/restoration project management expertise.

REGIONAL TRANSPORTATION PLANNING

Through the Comprehensive Transportation Plan process a significant funding gap was identified between needed improvements and the funding available over the next thirty years. To bridge that funding gap the plan recognizes the need for an alternative funding source for transportation projects, as part of the Comprehensive Transportation Plan effort, voter research remains a critical element for testing the viability of bringing an alternative funding source such as a transportation sales tax measure for Ventura County to the voters. This budget amendment would fund continuing voter research as called for in the "next steps" of the Countywide CTP effort approved by the Commission in September.

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GENERAL FUND BALANCE - LOCAL TRANSPORTATION FUND (LTF) FUND BALANCE

The 2013/14 beginning General Fund balance contains Local Transportation Funds apportioned to VCTC for general administration and planning purposes but was unexpended at the end of the prior fiscal year. The two amendments are proposed to be funded from revenues available in the Local Transportation Fund that has a current balance of approximately \$200,000.



Item #9J

October 4, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: STATUS OF EAST COUNTY AMERICANS WITH DISABILITIES ACT (ADA) EAST COUNTY INTERCITY SERVICE PROVIDED BY CAMARILLO HEALTH CARE DISTRICT

RECOMMENDATION:

- Receive and file.

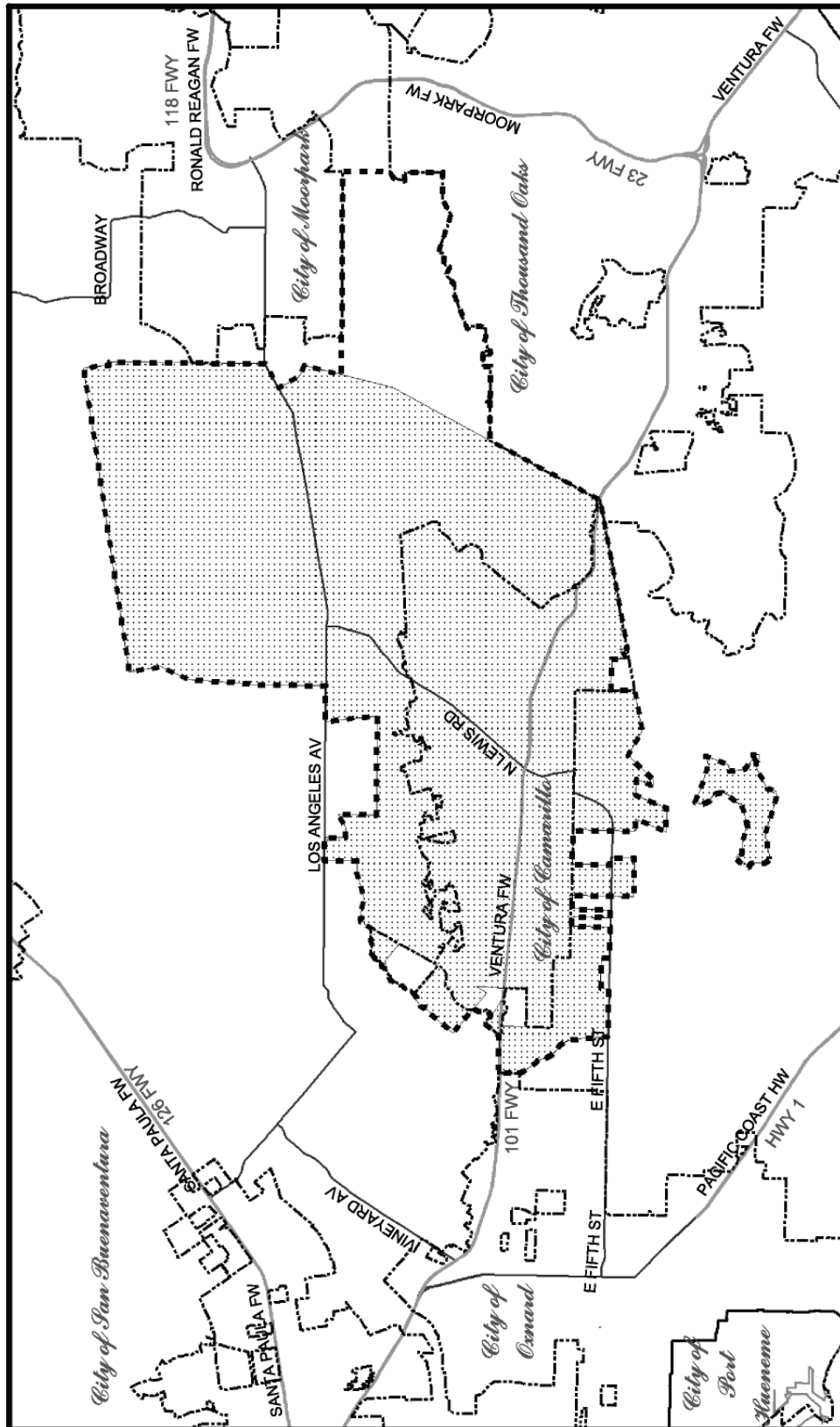
BACKGROUND:

At last month's meeting staff reported on the decision of the Camarillo Health Care District (CHCD) to end its participation, effective October 31, 2013, in the East County Intercity ADA Service. This program has, since 1999, allowed persons with ADA certifications to travel throughout the County with only one phone call and one relatively low fare payment. Since the service involves intercity trips beyond three-quarters of a mile of local bus lines, it is not required under ADA, but should the existing service be discontinued an unmet needs issue could be triggered regarding the use of Transportation Development Act (TDA) funds for streets and roads.

DISCUSSION:

Since CHCD provided ADA service to qualified residents of its district (shown on attached map) encompassing the City of Camarillo and surrounding unincorporated areas, Camarillo and the County have been cooperatively planning replacement ADA service. The Camarillo City Council discussed the matter at a September 11th study session, and based on that discussion their staff is proceeding to develop an agreement with the County whereby the County would pay the City to provide the ADA service in the unincorporated areas of the CHCD, with the exception of certain areas adjacent to the Moorpark and Thousand Oaks city boundaries which would be more appropriately served by those cities. Discussions are also underway with staffs of those two cities to provide service for these areas close to their city boundaries and distant from Camarillo.

Currently, the CHCD provides direct connections for ADA patrons in its district to destinations throughout the eastern Ventura County. Camarillo and Thousand Oaks have worked out an arrangement whereby the trips originating from the former CHCD service area will be brought by Camarillo to a transfer point and then picked up by Thousand Oaks to go to their East County destination. As with other such inter-jurisdictional transfers, the transfer will be coordinated and no fare will be charged for the second portion of the trip. As has been previously mentioned, it is possible that the East County MOU currently under development will lead to changes in the future, so the arrangements currently being made for East County Intercity ADA Service might be only temporary.



Camarillo Health Care District

Prepared by PWA - Mapping Division

Warning: This map was created by the Ventura County Computer-Aided Mapping System (CAMS), which is designed and operated solely for the convenience of the county and related public agencies. The county does not warrant the accuracy of this map and no decision involving a risk of economic loss or physical injury should be made in relation thereon.



Legend

-  District Boundary
-  District Sphere
-  City Boundary





Item #10

October 4, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
SUBJECT: STATUS OF ROUTE 118 AND ROUTE 101 PROJECT STUDY REPORTS

RECOMMENDATION:

- Receive and file.

BACKGROUND:

At the December, 2012 meeting, the Commission approved \$300,000 in state Planning, Programming and Monitoring funds for Caltrans to prepare studies of the Route 101 and Route 118 Freeway corridors, to meet the requirements for nominating both corridors to the State Transportation Improvement Program (STIP) for the Preliminary Analysis / Environmental Document phase. Caltrans has been preparing a separate study, called a Project Study Report – Project Development Support (PSR-PDS), for each of the two corridors, defined as the Route 118 Freeway from Tapo Canyon Road (where the previous widening project stopped) to Los Angeles Avenue, and the Route 101 Freeway from the Los Angeles County line to Route 33. The Commission in its approval action included a December 1, 2013 deadline for the studies to be completed, to facilitate nomination of the projects for the 2014 STIP. Caltrans already completed the Route 118 document, and is expected to have the more complex Route 101 study completed by the deadline. Caltrans staff will present a status report at the meeting.

DISCUSSION:

The PSR-PDS documents being developed by Caltrans provide a very preliminary analysis of each project, evaluating engineering, environmental, and traffic issues. Based on this analysis, order-of-magnitude costs are estimated and preliminary project schedules are prepared. One particularly important item is the project development cost estimate, since STIP funds for the Preliminary Analysis / Environmental Document phase could be committed based on this estimate. On the other hand, funds for the remainder of the project estimates, including final design, right-of-way and construction, will not be committed until after the Preliminary Analysis/Environmental Document phase is completed.

For the Route 118 Freeway, three alternatives are considered:

Alternative 1: No Build Alternative

Alternative 2: Full Standard Widening, including one additional lane from Tapo Canyon Road to Los Angeles Avenue, plus a second additional lane between Madera Road and Collins Drive.

Alternative 3: Minimum Build Alternative, adding one lane from Tapo Canyon Road to Los Angeles Avenue, utilizing non-standard restriping to add the lane over the Arroyo Simi Bridge in Moorpark to avoid widening that structure.

Caltrans has estimated that \$3 million will need to be programmed for it to complete the Preliminary Analysis and Environmental Document phase for this project. The Right-of-Way phase is estimated to cost \$1 - \$5 million, and the Construction phase between \$90 - \$150 million. The implementation of the project appears to be relatively straightforward since there is generally enough room in the center median to accommodate the additional lane or lanes. The one major technical issue identified is whether it will be feasible to obtain the required permission to create the additional lanes on the Arroyo Simi Bridge through restriping. Such a restriping would result in non-standard lane and shoulder widths over this bridge. However, there would be significant cost savings if the one extra lane in each direction can be accommodated through such a widening, rather than through an expensive widening of this large structure.

The Route 101 report considers four alternatives:

Alternative 1: No Build Alternative.

Alternative 2: Nonstandard Width High-Occupancy Vehicle (HOV) Lane, adding one HOV lane in each direction from the L.A. County Line to Route 33

Alternative 3: Standard Width HOV Lane, adding one HOV lane in each direction over the same limits.

Alternative 4: Two Standard Width HOV Lanes, adding two HOV lanes in each direction over the same limits.

Although the Route 101 study is currently being finalized, Caltrans expects to present some of the preliminary results to the Commission at the meeting. There has been one significant issue identified to date, that the right-of-way is significantly constrained in downtown Ventura, especially at the railroad overcrossing, and the addition of one or two standard-width HOV lanes at that location will be challenging.

At the November meeting, staff will bring to the Commission a recommendation to nominate for the STIP the Preliminary Analysis and Environmental Document phase for both of these projects. The work in this phase will include a much more detailed evaluation of the improvement alternatives, to allow the Commission to select which alternative to implement. As indicated by the Comprehensive Transportation Plan, there is not nearly enough money to complete both corridors for many years, so the alternatives evaluation will also consider phasing plans to identify appropriate stand-alone improvements in both corridors that can be made using existing near-term resources.

October 4, 2013

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Although work on the project development phase could start as early as Fiscal Year (FY) 2014/15, the 2014 STIP will not have programming capacity until FY 2017/18, the first year to be added beyond the end of the currently-adopted 2012 STIP. VCTC can still request an earlier program year, which the California Transportation Commission might consider in the event of statewide delays for projects in earlier years.

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Item # 11

October 4, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: STEPHANIE YOUNG, PROGRAM ANALYST

SUBJECT: PROPOSITION 1B TRANSIT CAPITAL AND CONGESTION MITIGATION AND AIR QUALITY (CMAQ) SELECTION OF PROJECTS

RECOMMENDATION:

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

BACKGROUND:

Proposition 1B, approved by the voters in 2006, includes \$3.6 billion statewide for transit capital projects, to be distributed to transit operators and regional agencies by formula. VCTC's total apportionment is approximately \$39,645,000. The VCTC Transit Investment Study developed a list of recommended transit capital projects to be funded by Proposition 1B, as well as project selection criteria to be used if additional unanticipated funds become available. Much of this list was funded with the help of federal stimulus funds for transit, but some projects were funded with Proposition 1B, leaving an unprogrammed balance of approximately \$29,081,000.

At the October 5, 2012 meeting, the Commission approved \$2,374,000 of bus replacement projects and \$867,000 of rail projects for Transit Capital funding. The Commission also approved reserving \$13,890,000 for future bus replacement projects and the construction phase of the Gold Coast Transit facility. In addition to this, \$150,000 was programmed for the Metrolink Sealed Corridor project at the July 12, 2013 meeting. The remaining balance of Proposition 1B Transit Capital was \$11,800,000.

At the July meeting, the Commission approved a call for projects to use the remaining funds. This call for projects was limited to bus replacement projects due to the limited amount of funds available. As part of the call for projects item, it was explained that CMAQ funds could be used to fund alternative fuel vehicles.

DISCUSSION:

Prior to the due date for proposals, the City of Santa Paula revised its initial request, which had been an approved project on the reserve list. After the adoption of the Heritage Valley Transit Study, the City of Santa Paula increased their request from \$440,000 to \$1,925,000. The original request was deleted from the reserve list, increasing the total available for new projects to \$12,240,000. Transit operators submitted their project proposals to staff in July. The proposals and recommendations for funding are in Attachment A. All of the projects are recommended for funding except for two Thousand Oaks projects which are not bus replacements. Though the City of Ojai requested two replacement buses, staff recommends that only one bus purchase be funded so that the City will have only one backup bus for each bus in service.

Although it is not a bus replacement project, staff recommends that \$2 million in Proposition 1B funds be approved for a permanent administration building for VISTA and other VCTC functions. The original Transit Investment Study policy was for two-thirds of Proposition 1B funds to go to bus capital, and one-third to rail capital. However, the bus capital share was increased, and the rail share reduced, because of the large increase in rail funds that came through MAP-21. Staff believes it is appropriate to use \$2 million of the Proposition 1B funds that would have gone to rail towards the cost of a permanent VCTC office since that facility will support regional transit including rail and VISTA. This \$2 million from Proposition 1B would be matched by \$1.5 million in STA funds.

Because CMAQ is being used to fund CNG bus replacement projects, staff also recommends funding some of the CMAQ shelf list. The CMAQ shelf list was created during the 2012 Mini Call for Projects so that projects would be ready to go in case VCTC was at risk of lapsing funds. These projects are also listed in Attachment A and all of them are recommended for funding except for the East County Connector Service, which will remain on the shelf list for CMAQ funding until the details of the service are worked out. In addition to the shelf list, there are two VCTC projects that are funded with CMAQ every year. VCTC marketing is recommended to receive \$500,000 CMAQ for FY 2014/15. The Countywide Rideshare program is recommended to receive \$443,000 CMAQ for FY 2014/15. In addition to these, staff recommends programming \$285,000 CMAQ for the current year VCTC marketing, because these funds were transferred in a grant to fund two project cost increases which the Commission approved, that required immediate funding in 2013/14. The \$285,000 will be used to replace the transferred funds.

The staff recommendation leaves an unprogrammed balance of \$2,603,522 FY 2013/14 CMAQ funds, which will be carried over to a future Call for Projects. The recommendation programs virtually all of the remaining Proposition 1B Transit Capital funds while still saving enough for the remaining reserve list projects, shown below. At the July meeting, two projects from the reserve list totaling \$2,410,000 were submitted to Caltrans to obtain funding. The remaining projects on the reserve list total \$11,040,000. When these projects are ready for funding, agencies should inform staff so that applications can be submitted to Caltrans.

Title	Agency	Amount
Gold Coast Transit New Admin, Maintenance, and Operations Facility	Gold Coast	\$5,610,000
24 Paratransit Replacement Vehicles	Gold Coast	\$2,630,000
4 Replacement CNG Buses	Simi Valley	\$2,200,000
6 CNG Paratransit Replacement Vans	Simi Valley	\$600,000
TOTAL		\$11,040,000

The staff recommendation was approved by TRANSCOM at its September 12, 2013 meeting.

Agency	Project	Amount Requested	Recommended Funding PTMISEA	Recommended Funding CMAQ	Comments
Prop 1B Transit Capital Requests					
VCTC	VISTA Intercity Buses	\$ 3,000,000	\$ 3,000,000		
VCTC	Office Building	\$ 2,000,000	\$ 2,000,000		Funded from PTMISEA originally reserved for rail improvements
Santa Paula	5 large, 10 small buses	\$ 1,925,000	\$ 1,925,000		
Ojai	2 replacement buses	\$ 390,000	\$ 195,000		Recommend 1 bus is needed for current Ojai Transit level of service
T.O.	Replacement CNG transit buses (2)	\$ 1,200,000	\$ 1,200,000		
T.O.	CNG Fueling Station at Transportation Center	\$ 1,000,000	\$ -	\$ -	Duplicate of CMAQ Shelf project. See below.
T.O.	Transportation Center Improvements	\$ 1,000,000	\$ -	\$ -	Duplicate of CMAQ Shelf project. See below.
T.O.	Solar Canopy for MSC Bus Parking	\$ 400,000	\$ -	\$ -	Not a bus replacement
T.O.	Canopy for Fleet Shop	\$ 200,000	\$ -	\$ -	Not a bus replacement
Gold Coast Transit	11 replacement CNG Buses	\$ 6,600,000	\$ 3,560,000	\$ 3,040,000	
CMAQ Shelf List					
Gold Coast Transit	Victoria Ave Corridor Transit Service (3rd year)	\$ 712,667		\$ 712,667	Not eligible for PTMISEA
Simi Valley	4 Replacement Paratransit Vans	\$ 354,120	\$ 354,120		
T.O.	Transportation Center Improvements	\$ 600,000		\$ 600,000	Not eligible for PTMISEA
T.O.	CNG Fuel Station at Transportation Center	\$ 800,000		\$ 800,000	Not eligible for PTMISEA
Port of Hueneme	Shoreside Power	\$ 1,700,000		\$ 1,700,000	Not eligible for PTMISEA
Simi Valley	East County Connector Service	\$ 3,200,000	\$ -	\$ -	Not recommended for funding at this time. Can apply for CMAQ in future year.
Other CMAQ					
VCTC	2014/15 Marketing	\$ 500,000		\$ 500,000	Not eligible for PTMISEA
VCTC	Rideshare	\$ 443,000		\$ 443,000	Not eligible for PTMISEA
VCTC	2013/14 Marketing	\$ 285,000		\$ 285,000	To replenish previous grant funds transferred to expedite other approved CMAQ projects.
		Total Recommended	\$ 12,234,120	\$ 8,080,667	
		Total Available*	\$ 12,240,000	\$ 10,684,189	
		Balance	\$ 5,880	\$ 2,603,522	
*Total Available does not include \$11,040,000 on reserve list.					

RESOLUTION NO. 2013-08

**A RESOLUTION OF THE VENTURA COUNTY
TRANSPORTATION COMMISSION APPROVING
A PROJECT LIST FOR THE PROPOSITION 1B PUBLIC TRANSPORTATION MODERNIZATION,
IMPROVEMENT, AND SERVICE ENHANCEMENT ACCOUNT (PTMISEA)**

WHEREAS, The Ventura County Transportation Commission ("VCTC") is the county transportation commission created for Ventura County pursuant to Public Utilities § 130000, et seq;

WHEREAS, California Government Code § 29532.4(b), and notwithstanding Government Code § 29532, the transportation planning agency ("TPA") for Ventura County means the transportation commission created in the County of Ventura by Division 12 (commencing with § 130000) of the Public Utilities Code;

WHEREAS, California Government Code 8879.55 establishes the eligible applicants and allocation of the Proposition 1B Public Transportation program;

WHEREAS, Under California **Government Code Sections 8879.55(a)(2)**, VCTC is identified as an eligible agency responsible to apply for funding under the Proposition 1B Public Transportation program; and,

WHEREAS, VCTC has reviewed possible transit security and safety projects through the Transit Operators Advisory Committee (TRANSCOM), and developed a list of priority projects.

NOW, THEREFORE, the Ventura County Transportation Commission does hereby resolve as follows:

Section 1. VCTC adopts the Proposition 1B PTMISEA project list (Attachment A) and approves the applicant list.

Section 2. VCTC will comply with all conditions and requirements set forth in the Certification and Assurances document (Attachment B) and applicable statutes, regulations, and guidelines for all PTMISEA funded transit projects.

Section 3. VCTC authorizes the Executive Director to execute all required documents of the PTMISEA program and any Amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED by the VCTC at its regular meeting this 4th day of October, 2013.

Steve Sojka, Chair

ATTEST:

Donna Cole, Clerk

APPROVED AS TO FORM:

Steve Mattas, General Counsel

ATTACHMENT**VENTURA COUNTY TRANSPORTATION COMMISSION
PROPOSITION 1B TRANSIT CAPITAL APPROVED PROJECT LIST**

October 4, 2013

Gold Coast Transit	11 Replacement CNG Buses	\$3,560,000
Ojai	1 Replacement bus	\$195,000
Santa Paula	5 large, 10 small buses	\$1,925,000
Simi Valley	4 Replacement Paratransit Vans	\$354,120
T.O.	2 Replacement CNG transit buses	\$1,200,000
VCTC	New VISTA Intercity Buses	\$3,000,000
VCTC	New Office building	\$2,000,000

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ATTACHMENT B

**Public Transportation Modernization, Improvement, and Service Enhancement
Account (PTMISEA) Bond Program**

Certifications and Assurances

Project Sponsor: Ventura County Transportation Commission

Effective Date of this Document: October 4, 2013

The California Department of Transportation (Department) has adopted the following certifications and assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) bond program. As a condition of the receipt of PTMISEA bond funds, project sponsors must comply with these terms and conditions.

A. General

- (1) The project sponsor agrees to abide by the current PTMISEA Guidelines
- (2) The project sponsor must submit to the Department a PTMISEA Program Expenditure Plan, listing all projects to be funded for the life of the bond, including the amount for each project and the year in which the funds will be requested.
- (3) The project sponsor must submit to the Department a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

- (1) The project sponsor certifies that required environmental documentation is complete before requesting an allocation of PTMISEA funds. The project sponsor assures that projects approved for PTMISEA funding comply with Public Resources Code § 21100 and § 21150.
- (2) The project sponsor certifies that PTMISEA funds will be used only for the transit capital project and that the project will be completed and remains in operation for its useful life.
- (3) The project sponsor certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
- (4) The project sponsor certifies that they will notify the Department of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.

- (5) The project sponsor must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
- (6) Any interest the project sponsor earns on PTMISEA funds must be used only on approved PTMISEA projects.
- (7) The project sponsor must notify the Department of any changes to the approved project with a Corrective Action Plan (CAP).
- (8) Under extraordinary circumstances, a project sponsor may terminate a project prior to completion. In the event the Project Sponsor terminates a project prior to completion, the Project Sponsor must (1) contact the Department in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.
- (9) Funds must be encumbered and liquidated within the time allowed in the applicable budget act.

C. Reporting

- (1) Per Government Code § 8879.55, the project sponsor must submit the following PTMISEA reports:
 - a. Semi-Annual Progress Reports by February 15th and August 15th each year.
 - b. A Final Report within six months of project completion.
 - c. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of PTMISEA bond funds. A copy of the audit report must be submitted to the Department within six months of the close of the year (December 31) each year in which PTMISEA funds have been received or expended.

D. Cost Principles

- (1) The project sponsor agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The project sponsor agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PTMISEA funds as a contractor or sub-contractor shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- (3) Any project cost for which the project sponsor has received payment that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by the project sponsor to the State of California (State). Should the project sponsor fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the project sponsor from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

- (1) The project sponsor agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the project sponsor, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the project sponsor, its contractors and subcontractors connected with PTMISEA funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the project sponsor, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Project Sponsor pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the project sponsor's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the project sponsor's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the project sponsor shall furnish copies thereof if requested.
- (3) The project sponsor, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

- (1) A project sponsor may lend its unused funds from one year to another project sponsor for an eligible project, for maximum fund use each fiscal year (July1 – June 30). The project sponsor shall collect no interest on this loan.
- (2) Once funds have been appropriated in the budget act, a project sponsor may begin a project with its own funds before receiving an allocation of bond funds, but does so at its own risk.
- (3) The Department may perform an audit and/or request detailed project information of the project sponsor's PTMISEA funded projects at the Department's discretion at any time prior to the completion of the PTMISEA program.

I certify all of these conditions will be met.

BY:

Darren M. Kettle
Executive Director, Ventura County Transportation Commission



Item #12

October 4, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

**SUBJECT: FISCAL YEAR 2013/14 TRANSIT PROGRAM OF PROJECTS (POP) –
PUBLIC HEARING**

RECOMMENDATION:

- Adopt the attached final Program of Projects approving the projects to receive Federal Transit Administration funds for all areas of Ventura County in FY 2013/14.

BACKGROUND:

The Federal Transit Administration (FTA) requires that the public be provided an opportunity to review and comment on 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 all of the urban areas 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 2013/14 POP was developed using the same methodology that was first developed for the FY 2003/04 POP, which provides 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 June 2013 meeting, and by the VCTC on July 12, 2013.

DISCUSSION:

The attached Program of Projects table shows the recommended projects for each of the urbanized areas. There are two significant differences between the draft and final POP. First, as required by FTA the final POP includes the transit Congestion Mitigation and Air Quality (CMAQ) projects recommended for funding in the prior item of this agenda. Second, some of the projects that were selected by VCTC at its January 2013 meeting for the Jobs Access and Reverse Commute (JARC), Elderly & Disabled, and New Freedoms programs have been added to the POP, so that those projects can receive funds during the current fiscal year. In addition, funding for Camarillo bus purchases was revised at Camarillo's request to address the need for coverage of the East County Intercity Americans with Disabilities (ADA) act service formerly provided by the Camarillo Health Care District.

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The estimated available funds are based on the amounts authorized under the federal transportation authorization, Moving Ahead for Progress in the 21st Century, or MAP-21. This authorization is subject to approval of the annual federal budget.

The POP was reviewed and approved by TRANSCOM at its September 12, 2013 meeting. The public hearing notice was published in the Ventura County Star on September 24, 2013.

Program of Projects			
The Ventura County Transportation Commission (VCTC) will hold a public hearing on the 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 2013/14 Fiscal Year (FY 2014). The funds available in FY 2014 (including Section 5310) are estimated to be \$20,316,000 for the Oxnard UA, \$6,780,000 for the Thousand Oaks UA, \$3,222,000 for the Camarillo UA, and \$2,822,000 for the Simi Valley UA, based on anticipated FY 2014 funds, prior year carry-over funds, and discretionary funds. The public hearing will be held at 9:00 a.m. on Friday, October 4, 2013, 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.			
Final FY 2013/14 Federal Transit Program of Projects			
	Total Cost	Federal Share	Local Share & Other
OXNARD/VENTURA URBANIZED AREA			
Gold Coast Transit			
<u>Operating Assistance</u>			
Funds) Victoria Corridor Service 3 rd Yr (CMAQ)	\$805,000	\$712,667	\$92,333
Operating Assistance	\$2,000,000	\$1,000,000	\$1,000,000
	\$2,805,000	\$1,712,667	\$1,092,333
<u>Planning Assistance</u>			
Transit Service Administration & Support	\$50,000	\$40,000	\$10,000
Marketing & Passenger Awareness Activities	\$50,000	\$40,000	\$10,000
	\$100,000	\$80,000	\$20,000
<u>Capital Assistance</u>			
Preventive Maintenance	\$1,875,741	\$1,500,593	\$375,148
Business Systems Upgrade	\$375,000	\$300,000	\$75,000
Service Vehicles	\$25,000	\$20,000	\$5,000
11 Replacement Buses (CMAQ Funds)	\$6,600,000	\$4,400,000	\$2,160,000
ADA Paratransit Service	\$951,958	\$761,566	\$190,392
	\$9,827,699	\$7,022,159	\$2,805,540
Total Gold Coast	\$12,732,698	\$8,814,826	\$3,917,872
Ventura County Transportation Commission			
<u>Operating Assistance</u>			
County Human Services Work Transp	\$58,944	\$29,472	\$29,472
	\$58,944	\$29,472	\$29,472
<u>Planning Assistance</u>			
Transit Planning & Programming (FY 14/15)	\$573,750	\$459,000	\$114,750
Transit Information Center (FY 14/15)	\$325,000	\$260,000	\$65,000
Fare Collection/Passenger Counting Data Management (FY 14/15)	\$346,250	\$277,000	\$69,250
Elderly/Disabled Planning/Eval. (FY 14/15)	\$165,000	\$132,000	\$33,000
Transit Marketing (FY 13/14)(CMAQ Funds)	\$285,000	\$285,000	-
Transit Marketing (FY 14/15)(CMAQ Funds)	\$500,000	\$500,000	-
VISTA Planning (FY 13/14)	\$100,000	\$80,000	\$20,000
VISTA Planning (FY 14/15)	\$563,750	\$451,000	\$112,750
	\$2,858,750	\$2,444,000	\$414,750
<u>Capital Assistance</u>			
VISTA Capital Leases (FY 12/13)(Sec 5339)	\$312,500	\$250,000	\$62,500
VISTA Maintenance/Leases (FY 14/15)	\$567,489	\$453,991	\$113,498
VISTA Maint/Leases (FY 14/15)(Sec 5339)	\$818,659	\$654,927	\$163,732
Fare Collection Equipment	\$87,500	\$70,000	\$17,500
Ridership Monitoring Equipment	\$150,000	\$120,000	\$30,000
Next Bus Upgrade for Bus Stop Signage (Transit Enhancement Funds)	\$93,750	\$75,000	\$18,750
Metrolink Capital Rehabilitation (FY 14/15)	\$1,432,411	\$1,432,411	-
Metrolink Capital Rehabilitation (FY 13/14) (Section 5337 Rail Good Repair)	\$318,464	\$318,464	-
Metrolink Capital Rehabilitation (FY 14/15) (Section 5337 Rail Good Repair)	\$4,073,921	\$4,073,921	-
	\$7,854,724	\$7,448,744	\$405,980
Total VCTC	\$10,884,470	\$9,978,906	\$906,228

Heritage Valley Transit				
<u>Operating Assistance</u>				
Operating Assistance (FY 14/15)	\$324,146	\$162,073	\$162,072	
	\$324,146	\$162,073	\$162,073	
TOTAL	\$24,1123,310	\$19,040,639	\$5,071,671	
THOUSAND OAKS/MOORPARK URBANIZED AREA				
Ventura County Transportation Commission				
<u>Capital Assistance</u>				
VISTA Maintenance/Leases (FY 14/15)	\$568,146	\$454,517	\$113,629	
VISTA Maint/Leases (FY 14/15)(Sec 5339)	\$310,074	\$248,059	\$62,015	
Metrolink Capital Rehabilitation (FY 14/15)	\$869,714	\$869,714	-	
Metrolink Capital Rehabilitation (FY 13/14)	\$175,537	\$175,537	-	
(Section 5337 Rail Good Repair)				
Metrolink Capital Rehabilitation (FY 14/15)	\$2,703,079	\$2,703,079	-	
(Section 5337 Rail Good Repair)				
Next Bus Upgrade for Bus Stop Signage	\$37,500	\$30,000	\$7,500	
(Transit Enhancement Funds)				
ADA East County Service	\$125,000	\$100,000	\$25,000	
Heritage Valley Operating Assistance	\$763,644	\$381,822	\$381,822	
Gold Coast Transit Access ADA Service	\$223,043	\$178,434	\$44,609	
Total VCTC	\$5,775,737	\$5,141,162	\$634,575	
City of Thousand Oaks				
<u>Planning Assistance</u>				
Transit Marketing	\$50,000	\$40,000	\$10,000	
Transit Planning	\$200,000	\$160,000	\$40,000	
	\$250,000	\$200,000	\$50,000	
<u>Capital Assistance</u>				
Transit Vehicle Maintenance	\$475,000	\$380,000	\$95,000	
Transit Facilities & Bus Stops Maintenance	\$87,500	\$70,000	\$17,500	
Transit Vehicle Capital Leases	\$125,000	\$100,000	\$25,000	
Transit Technology Upgrades and Software	\$119,000	\$105,351	\$13,649	
Replacement Vanpool Vans	\$85,000	\$68,000	\$17,000	
Bus Stop Enhancements	\$25,000	\$20,000	\$5,000	
(Transit Enhancement Funds)				
	\$916,500	\$743,351	\$173,149	
Total Thousand Oaks	\$1,166,500	\$943,351	\$223,149	
City of Moorpark				
<u>Operating Assistance</u>				
Operating Assistance	\$304,000	\$51,200	\$252,800	
	\$304,000	\$51,200	\$252,800	
<u>Capital Assistance</u>				
Vehicle / Camera Capital Maintenance	\$137,500	\$110,000	\$27,500	
Dial-a-Ride Capital Leases / Capital Maint.	\$45,000	\$36,000	\$9,000	
	\$182,500	\$146,000	\$36,500	
Total Moorpark	\$486,500	\$197,200	\$289,300	
TOTAL	\$7,124,737	\$6,230,513	\$894,224	
CAMARILLO URBANIZED AREA				
Ventura County Transportation Commission				
<u>Capital Assistance</u>				
VISTA Capital Leases (FY 14/15)(Sec 5339)	\$194,768	\$155,814	\$38,954	
ADA East County Service	\$112,500	\$90,000	\$22,500	
Total VCTC	\$307,268	\$245,814	\$61,454	
City of Camarillo				
<u>Planning Assistance</u>				
Transit Planning	\$31,250	\$25,000	\$6,250	
	\$31,250	\$25,000	\$6,250	
<u>Operating Assistance</u>				
Camarillo Area Transit Operating Asst	\$1,150,000	\$575,000	\$575,000	
	\$1,150,000	\$575,000	\$575,000	
<u>Capital Assistance</u>				
Camarillo Rail Station / Bus Capital Maint.	\$368,750	\$295,000	\$73,750	
Rail Station Pedestrian Undercrossing Design	\$250,000	\$250,000	-	

Camarillo Rail Station Charging Equipment	\$5,000	\$5,000	-
Two Expansion Dial-a-Ride Vehicles	\$177,000	\$141,600	\$35,400
One Replacement Dial-a-Ride Bus	\$115,625	\$92,500	\$23,125
	<u>\$916,375</u>	<u>\$784,100</u>	<u>\$132,275</u>
Total Camarillo	\$2,097,625	\$1,384,100	\$713,525
TOTAL	\$2,404,893	\$1,629,914	\$774,979
SIMI VALLEY URBANIZED AREA			
Ventura County Transportation Commission			
<u>Capital Assistance</u>			
VISTA Capital Leases (FY 14/15)(Sec 5339)	\$367,540	\$294,032	\$73,508
Total VCTC	<u>\$367,540</u>	<u>\$294,032</u>	<u>\$73,508</u>
City of Simi Valley			
<u>Operating Assistance</u>			
Simi Valley Transit Operating Assistance	\$3,624,800	\$1,576,368	\$2,048,432
	<u>\$3,624,800</u>	<u>\$1,576,368</u>	<u>\$2,048,432</u>
<u>Capital Assistance</u>			
Bus Preventive Maintenance	\$364,500	\$291,600	\$72,900
Preventive Maintenance	\$435,400	\$348,300	\$87,100
Non Fixed-Route ADA Paratransit Capital	\$1,278,800	\$282,200	\$996,600
Dispatch Software	\$36,900	\$29,500	\$7,400
	<u>\$2,115,600</u>	<u>\$951,600</u>	<u>\$1,164,000</u>
Total Simi Valley	\$5,740,400	\$2,527,968	\$3,212,432
TOTAL	\$6,107,940	\$2,822,000	\$3,285,940
FY 2013/14 Section 5310 Program of Projects			
	Total Cost	Federal Share	Local Share & Other
OXNARD/VENTURA URBANIZED AREA			
<u>Operating Assistance</u>			
County Area Agency on Aging			
Transp. Assistance for Working Seniors	\$16,187	\$10,775	\$5,412
County Area Agency on Aging MediRide	\$96,283	\$61,352	\$34,931
	<u>\$112,470</u>	<u>\$72,127</u>	<u>\$40,343</u>
<u>Capital Assistance</u>			
2 Replacement Van for Arc Ventura County	\$90,000	\$72,000	\$18,000
1 Replacement Van for HELP of Ojai	\$60,000	\$48,000	\$12,000
Mobility Management through	\$264,103	\$264,103	-
Mobility Management Partners			
	<u>\$414,103</u>	<u>\$384,103</u>	<u>\$30,000</u>
Total	\$526,573	\$456,230	\$70,343
THOUSAND OAKS/MOORPARK URBANIZED AREA			
<u>Operating Assistance</u>			
Thousand Oaks/Moorpark Senior DAR	\$34,375	\$27,500	\$6,845
County Area Agency on Aging			
Transp. Assistance for Working Seniors	\$60,594	\$38,611	\$21,983
	<u>\$94,969</u>	<u>\$66,111</u>	<u>\$28,828</u>
<u>Capital Assistance</u>			
1 Replacement Van for Arc Ventura County	\$45,000	\$36,000	\$9,000
2 Repl. Moorpark Dial-a-Ride Vehicles	\$137,500	\$110,000	\$27,500
Mobility Management through			
Mobility Management Partners	\$107,509	\$107,509	-
	<u>\$290,009</u>	<u>\$253,509</u>	<u>\$36,500</u>
Total	\$384,978	\$319,620	\$65,328

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Item #13

October 4, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: DARREN M. KETTLE, EXECUTIVE DIRECTOR

SUBJECT: PORT OF HUENEME REQUEST FOR EX-OFFICIO MEMBERSHIP AND ANNUAL JOINT MEETINGS

RECOMMENDATION:

- Discuss request from the Port of Hueneme for an ex-officio seat on the Commission, and also for annual joint meetings.

BACKGROUND:

Under the provisions of AB 2784 (Pavley), the membership of the Ventura County Transportation Commission consists of 17 voting members plus one ex-officio member appointed by the Governor. Over the past several years VCTC has been closely collaborating with the Oxnard Harbor District, also known as the Port of Hueneme, to coordinate land-side access improvements to facilitate freight movement throughout Ventura County including to the Port. The Port previously requested of VCTC that it be given a voting seat on the Commission, but following a meeting between the Chairs of the Commission and the Port, it was agreed that a joint meeting of the two governing bodies would ensure the sharing of mutually beneficial information. In August of this year Chairman Sojka received the attached letter requesting a non-voting seat. The letter also requests annual joint meetings, similar to what was held November, 2012. Since receipt of the letter several conversations with Port representatives have occurred and an alternative to an ex-officio seat has been developed which is under the Agency Reports section of the VCTC agenda to specifically cite a Port of Hueneme report on a quarterly basis or as news warrants.

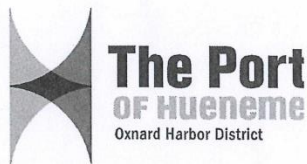
DISCUSSION:

Generally speaking, the county transportation commissions in California that do not also serve as councils of governments (COGs) or Metropolitan Planning Organizations (MPOs) have a membership consisting of voting representatives of cities and counties, plus Caltrans as the only non-voting member. Few have special district representation. One county transportation commission, for Monterey, has non-voting representatives of Caltrans, the airport, the transit district, the COG, and one city in a neighboring county. In Santa Cruz County, the transportation commission includes three voting members representing the transit district. In San Diego the port district is an ex official member of the San Diego Association of Governments, which as the MPO also includes eight other non-voting members.

In September, 2012, the Commission changed the Transportation Technical Advisory Committee (TTAC) bylaws, giving the Port a vote on the Transportation Technical Advisory Committee (TTAC), along with the staffs of the 10 cities and the County. Thus, the Port does have that venue for coordination with

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VCTC, and since TTAC reviews project funding recommendations before they go to the Commission, Port staff can vote on those recommendations. However, joint meetings of the Port and regular reports from a Port representative during the Agency Reports section of the Regular VCTC agenda will continue to facilitate better coordination of transportation improvements and funding on the policy level.



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BOARD OF HARBOR COMMISSIONERS
Jason T. Hodge President
Mary Anne Rooney Vice President
Jess Herrera Secretary
Dr. Manuel M. Lopez Commissioner
Arlene N. Fraser Commissioner

PORT MANAGEMENT
Kristin Decas CEO & Port Director

Foreign Trade Zone #205



WORLD TRADE CENTER
OXNARD

August 6, 2013

Councilmember Steven T. Sojka
Chairman of the Board
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

Dear Chairman Sojka:

I write to you today on behalf of the Port of Hueneme Board of Port Commissioners to extend our appreciation to the Ventura County Transportation Commission for its central role in the efficient movement of people and freight throughout our County. Our joint meeting of November 2, 2012 marked a great milestone in working together to identify and implement infrastructure projects, environmental policies and funding mechanisms for the purpose of smart growth and prosperity for the citizens of Ventura County.

Just last week the Port rolled out its new strategic business plan and new brand identity. Phase One assessments demonstrate that the growth of trade through our County's port offers a clear-cut competitive advantage in creating jobs, stimulating economic activity and generating increased local and state tax revenues. Enclosed find a summary document of how specific cargo goals serve as a catalyst for economic growth. Today, trade related activity associated with the Port creates an overall \$1 billion economic impact, impacts over 9,400 jobs and generates more than \$63 million in tax revenues.

We would also like to thank VCTC for its support of key freight mobility projects in our region. Two previous Port access studies funded through VCTC and Southern California Association of Governments (SCAG) resulted in forward looking recommendations to support anticipated regional growth and increased trade activity through the Port. The recommended improvements include the extension of Rice Avenue, known as the Port Intermodal Corridor to Hueneme Road, upgrades and widening of Hueneme road, and the critical construction of the Rice avenue overpass at US 101. The extension of Rice Avenue to Hueneme Road is complete and the reconstruction of the 101 freeway interchange at Rice Avenue is about to be celebrated. Projects to widen Hueneme Road to Rice Avenue and the construction of a bridge over the railway at Rice Avenue and 5th Street remain priorities in cue.

Given our shared priorities of freight mobility, smart growth and efficient intermodal infrastructure, we would like to offer two recommendations unanimously voted by the Board of Port Commissioners:

- We propose to hold an annual joint meeting to discuss priorities, policies and areas of collaboration.
- We request your consideration of a Port Commissioner holding an advisory seat on the Ventura County Board of Commissioners.

P.O. Box 608 • 333 Ponomo Street • Port Hueneme, CA 93044-0608 • 805-488-3677 • 805-488-2620 fax



The cooperative efforts of VCTC, the Port and our community and industry partners can shape our future as leaders in transportation. Working closely together we can more effectively access world markets, increase our County's overall competitiveness and take advantage of the developing state and national freight initiatives.
Thank you for your consideration of our request.

Sincerely,

Jason Hodge
Port Commission President

cc: Darren Kettle, Executive Director, VCTC
Kristin Decas, CEO, Port of Hueneme

Encl: Port of Hueneme Strategic Goals