



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

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AGENDA*

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

**CAMARILLO CITY HALL
601 CARMEN DRIVE
CAMARILLO, CA
FRIDAY, SEPTEMBER 9, 2011
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**
- 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 JULY 8, 2011 REGULAR VCTC MEETING –PG.5](#)**
- 6. CALTRANS REPORT**
This item provides the opportunity for the Caltrans representative to give update and status reports on current projects.

7. COMMISSIONERS / EXECUTIVE DIRECTOR REPORT

This item provides the opportunity for the commissioners and the Executive Director to report on attended meetings/conferences and any other items related to Commission activities.

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

9. CONSENT CALENDAR

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

9A. MONTHLY BUDGET REPORT – PG.9

Recommended Action:

Receive and file.

Responsible Staff: Sally DeGeorge

9B. RAIL OPERATIONS UPDATE – PG.11

Recommended Action:

Receive and file.

Responsible Staff: Mary Travis

9C. BUDGET AMENDMENTS FOR PROJECT BALANCES – PG.19

Recommended Action:

Amend the VCTC Fiscal Year 2011/2012 budget for expenditures in programs listed below to be funded from carry-forward balances from Fiscal Year 2010/2011.

Responsible Staff: Sally DeGeorge

9D. REVISED LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO (LOSSAN) INTERCITY RAIL JOINT POWERS AGENCY (JPA) AGREEMENT- PG.21

Recommended Action:

Approve revised Los Angeles-San Diego-San Luis Obispo (LOSSAN) Joint Powers Agency (JPA) agreement to add the Riverside County Transportation Commission (RCTC) as an ex-officio member on the LOSSAN Board.

Responsible Staff: Mary Travis

9E. SECTION 13(c) LABOR AGREEMENT – PG.31

Recommended Action:

Approve the attached agreement with the Service Employees International Union (SEIU), Local 721, as required for VCTC's Fiscal Year 2011/12 federal transit grant applications with the Federal Transit Administration.

Responsible Staff: Peter De Haan

9F. AGRICULTURE WORKER VANPOOL UPDATE – PG.47

Recommended Action:

Receive and File

Responsible Staff: Alan Holmes

9G. [Fourth Quarter VISTA Ridership 2010-11 – PG.51](#)

Recommended Action:

Receive and File

Responsible Staff: Myra Montejano

10. [2011/12 EAST COUNTY ADA PASS-THROUGH FUNDING ALLOWANCE – PG.57](#)

Recommended Action:

Set the funding allocations between the participants in the \$150,000 East county ADA Pass-through Program

Responsible Staff: Ed Webster

11. [LOAN OF CONGESTION MITIGATION AND AIR QUALITY PROGRAM BALANCE TO SAN DIEGO ASSOCIATION OF GOVERNMENTS – PG.59](#)

Recommended Action:

Ratify two-year loan to the San Diego Association of Governments of up to \$5.4 million of the unused Congestion Mitigation and Air Quality program capacity

Responsible Staff: Peter De Haan

12. [LEGISLATIVE UPDATE AND POSITION ON BILLS – PG.61](#)

Recommended Action:

- Consider position on SB 791 (Steinberg), a bill to provide funding for the Sustainable Communities Strategy, with a staff recommendation to be presented the meeting.
- Adopt a Support position on HR 2766 (Gary Miller), the Breaking Down Barriers Act.
- Adopt a Support position for extension of the federal fuel tax. Receive and file the state legislative report (Attachment A) and matrix (Attachment B).

Responsible Staff: Peter De Haan

13. [FISCAL YEAR 2011/12 TRANSIT PROGRAM OF PROJECTS \(POP\) – PUBLIC HEARING – PG.67](#)

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 2011/12.

Responsible Staff: Peter De Haan

14. [TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY III \(TIGER III\) GRANT APPLICATION – PG.71](#)

Recommended Action:

In cooperation with the City of Thousand Oaks, prepare an application for \$20 million of TIGER III discretionary federal funds, for the Route 101/23 Interchange Improvements project.

Responsible Staff: Peter De Haan

15. [VENTURA COUNTY BUS TRANSIT FREE TRANSFER PROGRAM – PG.73](#)

Recommended Action:

- Approve continuation of the VISTA Free Transfer Program.
- Provide the information contained in this report to all local transit agencies participating in the free Transfer program for their jurisdiction's actions, with a recommendation that they continue participating in the free transfer program.

Responsible Staff: Myra Montejano

16. **GENERAL COUNSEL'S REPORT**

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

17. AGENCY REPORTS

18. CLOSED SESSION

19. ADJOURN

The next Commission meeting is scheduled to be held at 9:00 a.m. Friday October 7, 2011, 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, JULY 8, 2011
9:00 AM**

Members Present: Bill Fulton, City of San Buenaventura, Chair
John Zaragoza, County of Ventura, Vice Chair
Steve Bennett, County of Ventura
Ralph Fernandez, City of Santa Paula
Brian Humphrey, Citizen Representative, Cities
Kathy Long, County of Ventura
Michael Morgan, City of Camarillo
Irene Pinkard, City of Oxnard
Linda Parks, County of Ventura
Steve Sojka, City of Simi Valley
Keith Turner, Citizen Representative, County
Patti Walker, City of Fillmore
Steve Novotny, Caltrans

Call To Order

Pledge of Allegiance

Roll Call

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

**APPROVE SUMMARY FROM JUNE 3, 2011 REGULAR VCTC MEETING - *APPROVED*
CALTRANS REPORT – *Steve Novotny reported on the Ventura/Santa Barbara 101 Project.***

EXECUTIVE DIRECTOR REPORT

Ventura/Santa Barbara 101 Widening Project – The design phase of the Hwy 101 HOV lane project between Mussel Shoals and Carpinteria (6 miles) has been completed and is now considered to be Ready-To-List (RTL) for advertising as of June 30, 2011. The funds for the project are being requested at the August 10, 2011 California Transportation Commission meeting and will depend on the ability of the State to sell Proposition 1B bonds, which is the source of funding for this project. If the funds are allocated the project will be advertised and expected to be in construction by February 2012, otherwise the project will remain in queue with other completed projects waiting for the sale of bonds. The construction cost estimate is \$93.35 million and the support costs during construction is \$15.3 million for a total cost of \$108.65 million.

Moorpark and Somis Area Rail Crossings – The improvements of the two private railroad crossings at Peach Hill Soils and at Sand Canyon are expected to be completed this month as Southern California Edison has just completed their work to bring electricity to the Peach Hill Soils crossing, Union Pacific crew will be installing the gates and energizing the crossings. In addition, the Muranaka farms, who owns the crossing north of the Peach Hill Soils crossing where the last fatality occurred, is working with Union Pacific and the Peach Hill Soils property owner to close their crossing and re-route their access through the Peach Hill Soils crossing. The private crossings received appropriated federal funds by way of request from Congressman Elton Gallegly and VCTC served an administrative role to provide the funds to the Union Pacific Railroad which performed the work.

Federal and State Legislative Staff Briefings – On June 29th VCTC hosted a luncheon briefing for Ventura County's federal and state legislative delegation district staff. The agenda for this first briefing included a discussion of the County Comprehensive Transportation Plan, the Regional Transit Study, the impacts of the Federal and State fiscal situation on the Ventura County Transportation program, and VCTC/VCOG "reorganization." In attendance were district staff from the offices of US Senator Barbara Boxer, US House members Gallegly and Capps, State Senators Runner and Strickland, Assembly members Smyth and Williams, and several Board of Supervisors staff members. We received very positive feedback from those who attended and support for continuing to have the briefings twice a year.

Metrolink Budget and Merit/Retention Pool Follow-up – Attached to this report is the letter sent to Metrolink Chief Executive Officer John Fenton regarding the concerns expressed by the Commission as it adopted the 2011/12 Fiscal Year Budget and his response. Mr. Fenton's response indicates his intent to initiate discussions on the all-share allocation formula with the chief executives of the five Metrolink member agencies which is a positive first step in addressing the inequities that can play out when one member agency increase services.

Surfers' Point Bike Path Ribbon-Cutting - I'm pleased to report that on July 16th at 10:30 a.m. will be the ribbon-cutting for the new Surfers Point Bike Path in the City of Ventura adjacent to the County Fairgrounds. This project replaced the storm-damaged facility as part of a "managed retreat" effort to move all of the facilities away from the beach and stabilize the coast. VCTC contributed \$2,031,000 in Transportation Enhancement (TE) and Congestion Mitigation and Air Quality (CMAQ) funds towards the project. The ribbon cutting will be preceded by a community beach clean-up from 8:30 to 10:00. Staff has copies of the invitation should anyone be interested in attending.

VCTC/VCOG Restructuring Status Report– Following the unanimous approval by both the Commission and the VCOG Board of Directors to move forward with the merging or restructuring the two bodies to become one with VCTC serving as the VCOG Board, staff and legal counsel have developed the necessary legal instruments to implement the change. The process will require independent actions by each city and the county approving a resolution modeled after the current VCOG Joint Powers Agreement designating VCTC to act as VCOG as appropriate and necessary. The Commission will be asked at its September 9, 2011 meeting to approve a similarly structured resolution accepting the designation to act in the capacity of VCOG upon 2/3rd (or 8) local jurisdictions approving the local resolution.

House Transportation and Infrastructure Committee Releases Reauthorization Proposal – Yesterday, July 7th, the United States House of Representatives Transportation and Infrastructure Committee released their proposal for the reauthorization of the federal surface transportation authorizing act. Staff followed the T&I Committee Hearing via webcast and is reviewing the proposal summary. Attached is an outline of the proposal

released by the Committee in advance of the hearing. Staff's initial reaction is while there are positive elements of the proposal including it being a six-year bill, a reduction in the number of program categories, and streamlining of the project delivery process, what appears to be a drastic cut in funding and a refocusing of the federal program on the national highway system would have major impacts on Ventura County's transportation system. As of the writing of this report staff was still analyzing the proposal and will provide more details verbally at the Commission meeting.

ADDITIONS/REVISIONS

(Commissioner Long requested to pull Item #9G off the Consent Calendar for discussion)

CONSENT CALENDAR

9A. MONTHLY BUDGET REPORT

Receive and file

APPROVED

9B. RAIL OPERATIONS UPDATE

Receive and file

APPROVED

9C. REALLOCATION OF REFUNDED CONGESTION MITIGATION AND AIR QUALITY FUNDS

Allocate \$32,339 in refunded Congestion Mitigation and Air Quality (CMAQ) funds to the Thousand Oaks Vehicle Purchase project.

APPROVED

9D. TDA FINANCIAL AUDIT CONTRACT

Approve contract with Thompson, Cobb, Bazilio & Associates for \$42,300 to complete the State Required Transportation Development Act (TDA) FY 10/11 and FY 11/12 financial/compliance audits, State Controller reports (where needed), and, State Proposition 1 B Reports.

APPROVED

9E. MOBILITY MANAGEMENT PARTNERS SUBRECIPIENT AGREEMENT

Approve the subrecipient agreement with Mobility Management Partners, Inc. to receive Federal Transit Administration (FTA) funds administered by VCTC.

APPROVED

9F. APPLICATION FOR FILING LATE CLAIM

Deny the application to file a late claim submitted by Katrina Causey and Solomon Causey by and through his guardian ad litem, Katrina Causey.

APPROVED

9G. NAVAL BASE VENTURA COUNTY

MODIFY LANGUAGE IN THE FINAL PARAGRAPH OF THE RESOLUTION TO REFLECT THAT VCTC RECOGNIZES THE NEED TO CONTINUE TO WORK WITH THE NAVY AND THAT VCTC WILL SUPPORT THE NAVY SUBJECT TO AVAILABLE FUNDING.

10. SELECTION OF CONSULTANT FOR CALL BOX MONITORING

Ventura County Service Authority for Freeway Emergencies approve a contract not to exceed \$147,399 for the next three fiscal years with Tele Tran Tek Services for call box reporting and monitoring.

APPROVED

11. CALLEGAUS MUNICIPAL WATER DISTRICT EASEMENT

Approve water line easement to Calleguas Municipal Water District (CMWD) at the Camarillo Rail Station

APPROVED

12. Cal PERS CONTRACT AMENDMENT

Public Comment

David Grau, Taxpayers Association spoke against the recommended action, stating that golden handshakes are wrong and a waste of taxpayers money.

Recommended Action:

Adopt Resolution of Intent to Approve an Amendment to the Contract Between the Board of Administration of the California Public Employees' Retirement System and the Ventura County Transportation Commission, Adding Two Years of Additional Service Credit, under Government Code Section 20903, in which this retirement contract amendment authorizes two additional years of service credit to certain eligible employee classifications that may elect to take the retirement incentive. At the June Commission meeting, the Commission approved setting aside funds from the fiscal year 2010/11 budget for this amendment.

FAILED BY THE FOLLOWING ROLL CALL VOTE:

Yes: Commissioners Zaragoza, Turner, Humphrey, Pinkard, Fulton

No: Commissioners Fernandez, Sojka, Long, Parks, Walker, Morgan

Absent: Commissioners Foy, Gillette, Millhouse, Sharkey, Strobel and Bennett

(Commissioner Bennett was at the meeting, but not present during the vote)

13. HERITAGE VALLEY TRANSIT STUDY CONSULTANT SELECTION

Approve a contract with Moore and Associates not to exceed \$67,800 for preparation of a Sustainable Heritage Valley Transit Plan.

APPROVED

14. SMART CARD SUPPLIES BUDGET AMENDMENT

- Approve sole source funding for the procurement of Smartcard bus pass card stock from Cubic Transportation Systems, Inc. in an amount not to exceed \$93,750. In accordance with the Public Utilities Code (PUC) section 130237, a finding for sole sourcing requires a two-thirds vote of the Commission, with twelve affirmative votes.
- Amend the VCTC Fiscal Year 2011/2012 Smartcard Supply budget account increasing revenues and expenditures in the amount of \$93,750. The funding source is \$75,000 of Federal Transit Administration (FTA) grant and \$18,750 of State Transit Assistance (STA) funds for the required match.

APPROVED BY UNANIMOUS ROLL CALL VOTE

15. LEGISLATIVE UPDATE AND POSITION ON BILLS

- Adopt a Support position on AB 147 (Dickerson).
- Receive and file the state legislative report (Attachment A) and matrix (Attachment B).

APPROVED

16. MEMORANDUM OF UNDERSTANDING WITH COUNTY FAIR BOARD FOR SPECIAL 2011 METROLINK TRAIN SERVICE-

- Approve and authorize the Executive Director to sign a Memorandum of Understanding with the County Fair Board to operate special, Saturday-only Metrolink train service to the County Fair August 6 and 13, 2011.
- Approve amendment reducing revenues and expenditures in the amount of \$20,000 to reflect the reduction of service.

APPROVED

17. GENERAL COUNSEL'S REPORT - NO REPORT

18. AGENCY REPORTS - NONE

19. CLOSED SESSION - NO CLOSED SESSION

20. ADJOURN



Item #9A

September 9, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: MONTHLY BUDGET REPORT

RECOMMENDATION:

- Receive and file

BACKGROUND:

The year-end financial statements for Fiscal Year 2009-2010 are not completed as yet. In order to give the Commission an accurate monthly budget report, the July monthly budget reports will be included as part of a future agenda.

The Commission should note, however, that all revenues, expenditures, and cash flow to date are consistent with the adopted budget.

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Item # 9B

September 9, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

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

SUBJECT: RAIL OPERATIONS UPDATE

RECOMMENDATION:

- Receive and file.

DISCUSSION:

Metrolink Ridership:

There were an average 1,012 daily Metrolink boardings during the morning peak hour period at Ventura County stations in June. This is a slight decrease from the 1,025 boardings during the month of May but an increase over the average 797 boardings a year ago in June, 2010.

Metrolink station counts are collected on a quarterly basis. Attached to this item is boarding information for April – June, 2011 along with ten year historical data for comparison. While boardings at the Ventura County stations have rebounded over the past year, the lack of significant ridership growth in this County is a concern and will continue to be evaluated. The new Metrolink marketing staff has several programs they will be implementing over the fiscal year to increase ridership; staff will be working closely with them on this effort.

Metrolink On-Time Performance:

The Ventura Line's on-time performance (trains arriving within five minutes of scheduled time) continued to be good. Overall, during the month of June, 98% of the inbound trips and 95% of the outbound trips ran on-time.

Operation of County Fair Train:

In early July, the County Fair Board decided to contract once again with Metrolink to run special County Fair Train service on the two weekends in August when the Fair is held. However, because of concerns about the cost for four weekend days of service, they decided to run the trains just on Saturdays, on August 6th and 13th. While it was expected some ridership would be lost by not running on the two Sundays, historically, the ridership on the Fair trains on Sundays has been about half that as on Saturdays, and it was hoped the past Sunday riders would change to Saturday. This proved to be the case as the one-way boardings on the two Saturdays this year totaled 2,114 compared to the two Saturdays in 2010 when the one-way boardings totaled 1,650.

Three round trips were operated each Saturday with stops at Chatsworth, Simi Valley, Moorpark, Camarillo, Oxnard and the Amtrak Station at the Fairgrounds in Ventura. Metrolink field representatives were at all the stations to help passengers and volunteer "conductors" from the Santa Clara River Valley Railroad Historical Society were on board to assist the Metrolink crew. Metrolink also provided an assortment of marketing items such as paper trains, ride-guides, etc. to VCTC which we handed out at the VCTC booth at the Fair. VCTC,

Metrolink and the Fair Board have partnered to operate this service for the past seventeen years, and it was a satisfying to all involved that the Fair Board decided to fund the service once again. .

Metrolink Safety Improvements:

In August Metrolink received word that the final portion of government funding has been committed to install a Positive Train Control (PTC) system to track trains and prevent accidents. The planned PTC system will cost an estimated \$202 million in the five-county Metrolink service area. PTC is an automated monitoring system that relies on digital technology, advanced radio communications and global positioning satellites to stop trains in case of pending collision. Installation of PTC was mandated by the federal government on all passenger rail lines by 2015 after the tragic 2008 event in Chatsworth, when the Metrolink/Union Pacific accident resulted in 25 deaths. Metrolink will be the first agency in the country to install PTC and expects to have the work completed by the end of Fiscal Year 2012/13.

Until the PTC project is completed, Metrolink will continue to use an automated system installed after the Chatsworth accident that sends a signal to the train engineer whenever the train reaches a crossing, blind turn or other potential area of concern. After the signal is sent, the engineer has about eight seconds to push a button acknowledging the alert or else the train's brakes are applied automatically.

Metrolink 2011 Holiday Train:

The Metrolink Holiday Toy Express will operate on a full system schedule again this November/December after operating on an abbreviated schedule in 2010. The details of the schedule are still being worked out. This will be the 15th anniversary of the special train, decorated with holiday lights, which travels with Santa Claus from station to station, collected toys for giveaway during the holiday season. Station cities are being contacted about the special train operation to allow for coordination of any local events that might be planned, and to see if the local agency might want to contribute to the operation.

Metrolink Bicycle Trains:

In response to increased passenger demand for bringing bicycles on the trains, Metrolink has just introduced two passenger cars that have been reconfigured on the bottom level to hold eighteen bicycles instead of the usual two bicycle parking spots per train car. This is a pilot program to test the "bicycle cars" that was developed by Metrolink in cooperation with bicycle advocates and the Federal Railroad Administration (FRA). The special cars are marked with yellow bicycle decals on the car sides and were debuted on the Inland Empire Line weekend beach trains early in August. Depending on the success of the program, Metrolink plans on adding additional bicycle cars to the fleet with service across the system.

LOSSAN Strategic Plan Update/Governance Discussion:

In addition to participating in Metrolink commuter rail operations, VCTC is one of eight transportation agencies providing local input to the State Division of Rail on LOSSAN intercity passenger rail operations. LOSSAN is the name of the Los Angeles-San Diego-San Luis Obispo Joint Powers Agency. The other agencies involved in LOSSAN are the Los Angeles County Metropolitan Transportation Authority (METRO), the North San Diego Transit District (NCTD), the Orange County Transportation Authority (OCTA), the San Diego Association of Governments, (SANDAG), the San Diego Metropolitan Transit System (MTS), the Santa Barbara Association of Governments (SBCAG), and, the San Luis Obispo Council of Governments (SLOCOG).

The LOSSAN service area runs along the Coast Main Line from San Diego to San Luis Obispo providing this intercity passenger service operated by Amtrak Pacific Surfliner trains running in San Diego, Orange, Los Angeles, Ventura, Santa Barbara and San Luis Obispo counties under a contract funded and administered by the State. There is also commuter rail service operating in the corridor: the Coaster operated by NCTD in San Diego County and Metrolink, operated by METRO, OCTA, RCTC, SANBAG and VCTC in those counties. The Coaster and Metrolink operations are federally and locally funded while the State supports the Surfliner trains.

VCTC is represented on the LOSSAN Board by Commissioners Millhouse and Humphrey. The ongoing planning and programming responsibilities for passenger rail in the LOSSAN corridor are split among the agencies involved in the intercity and commuter services, sometimes leading to passenger confusion about the services, and also, mixed results in obtaining State and Federal funds for capital and service improvements. Because of this situation, the LOSSAN Board of Directors has been taking a fresh look at the current and potential rail travel patterns, both intercity and commuter, and will be working towards better coordination of services in a variety of areas. A Strategic Plan evaluating LOSSAN service is currently being prepared and will be presented to the Commission likely in December. It is expected the report will result in significantly improved coordination between the administration and operation of the different rail services and an improved institutional structure to provide better oversight and control of costs.

One of the first recommendations from the draft LOSSAN plan is for the involved agencies to consider actually taking over control of the LOSSAN intercity train operations from the State. A similar action was taken on the Capitol Corridor rail service operated in the Sacramento area in 1998. Clearly there are many details that need to be worked through as this is considered. It would also require State legislation to accomplish this goal, if it is approved to action.

Santa Paula Branch Line (SPBL) Operations:

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

Property Leases

Staff has been working with F&W to review the existing SPBL leases to determine if additional revenues can be generated to offset the ongoing maintenance work. In mid-August, letters were sent to all leaseholders asking for their cooperation to review their lease agreement, and also, to make sure safe operations are in place for people working near the rail line. While it does not appear that significant additional revenues can be found at this time, there is some opportunity to approach leaseholders about adding property to their existing leases and bringing in more money; we will continue working on this effort.

Union Pacific (UP) Railroad

VCTC's agreement with UP requires the Commission maintain the tracks between Montalvo and Santa Paula without charge as long as UP runs freight on the Line. They currently have one customer, International Paper, with deliveries/pickups by rail three times a week. Staff is continuing discussions with UP and F&W to possibly establish a transloading arrangement, where the freight would be shifted from UP to F&W near Montalvo. In this type of arrangement, UP would pay F&W to transport freight to the existing UP customer i.e. International Paper, however, F&W could also provide other freight hauling opportunities to customers all along the SPBL corridor. It is possible additional freight customers could be added.

This hasn't been a priority in the past because UP got all the revenue while VCTC shouldered all the costs. However, there finally appears to be some movement on this issue from UP. They recently requested permission to perform a track survey in anticipation of formal discussions on this issue, and UP will also be meeting with F&W representatives at their headquarters in Omaha to discuss their concerns. Staff will continue working with both UP and F&W on this potential new source of revenue.

MO/YR	Ventura County Line	VC County Portion		Metrolink Rail 2 Rail on Amtrak North of LA
Apr-11	3,663	1,750	41,248	248
Apr-10	3,667	2,135	40,419	327
Apr-09	4,031	2,164	42,686	296
Apr-08	4,241	2,256	44,792	281
Apr-07	4,077	2,134	42,859	285
Apr-06	3,995	1,981	41,196	234
Apr-05	4,174	1,871	39,554	221
Apr-04	4,107	1,815	38,099	133
Apr-03	3,880	1,812	35,585	108
Apr-02	3,428	1,457	32,230	11
Apr-01	3,545	1,856	32,684	52

MO/YR	Ventura County Line	VC County Portion	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
May-11	3,842	1,847	42,318	237
May-10	3,755	2,130	40,688	325
May-09	4,134	2,255	41,803	337
May-08	4,159	2,192	45,443	315
May-07	4,213	2,190	43,477	256
May-06	4,274	2,270	42,764	228
May-05	4,003	1,994	39,437	223
May-04	3,970	1,759	38,198	120
May-03	3,694	1,779	34,394	106
May-02	3,565	1,677	33,571	10
May-01	3,702	2,084	33,712	39

<i>MO/YR</i>	Ventura County Line	VC County Portion	System Grand Total	Metrolink Rail 2 Rail on Amtrak North of LA
<i>Jun-11</i>	3,888	1,900	41,739	253
<i>Jun-10</i>	3,746	2,148	40,085	319
<i>Jun-09</i>	3,934	2,117	41,458	294
<i>Jun-08</i>	4,387	2,105	47,930	320
<i>Jun-07</i>	4,108	2,221	42,889	282
<i>Jun-06</i>	4,162	1,988	42,090	225
<i>Jun-05</i>	3,994	1,889	39,004	244
<i>Jun-04</i>	3,868	1,753	37,751	119
<i>Jun-03</i>	3,641	1,744	34,611	89
<i>Jun-02</i>	3,781	1,693	34,294	10
<i>Jun-01</i>	3,493	1,941	33,863	21

**INBOUND
BOARDINGS* (on
Metrolink trains)**

	East Ventura	Oxnard	Camarillo	Moorpark	Simi Valley	VTA Cnty	Total Line
Apr-11	54	103	127	279	464	1,027	1,750
Apr-10	50	102	112	182	297	743	1,276
Apr-09	47	94	97	188	362	788	1,468
Apr-08	56	108	110	217	392	883	1,660
Apr-07	40	92	95	185	340	752	1,437
Apr-06	39	82	77	186	344	728	1,468
Apr-05	33	62	96	181	364	736	1,642
Apr-04	33	72	61	154	295	615	1,392
Apr-03	9	94	71	193	231	598	1,281
Apr-02	0	94	71	144	125	433	1,019
Apr-01	0	94	71	193	310	668	1,276

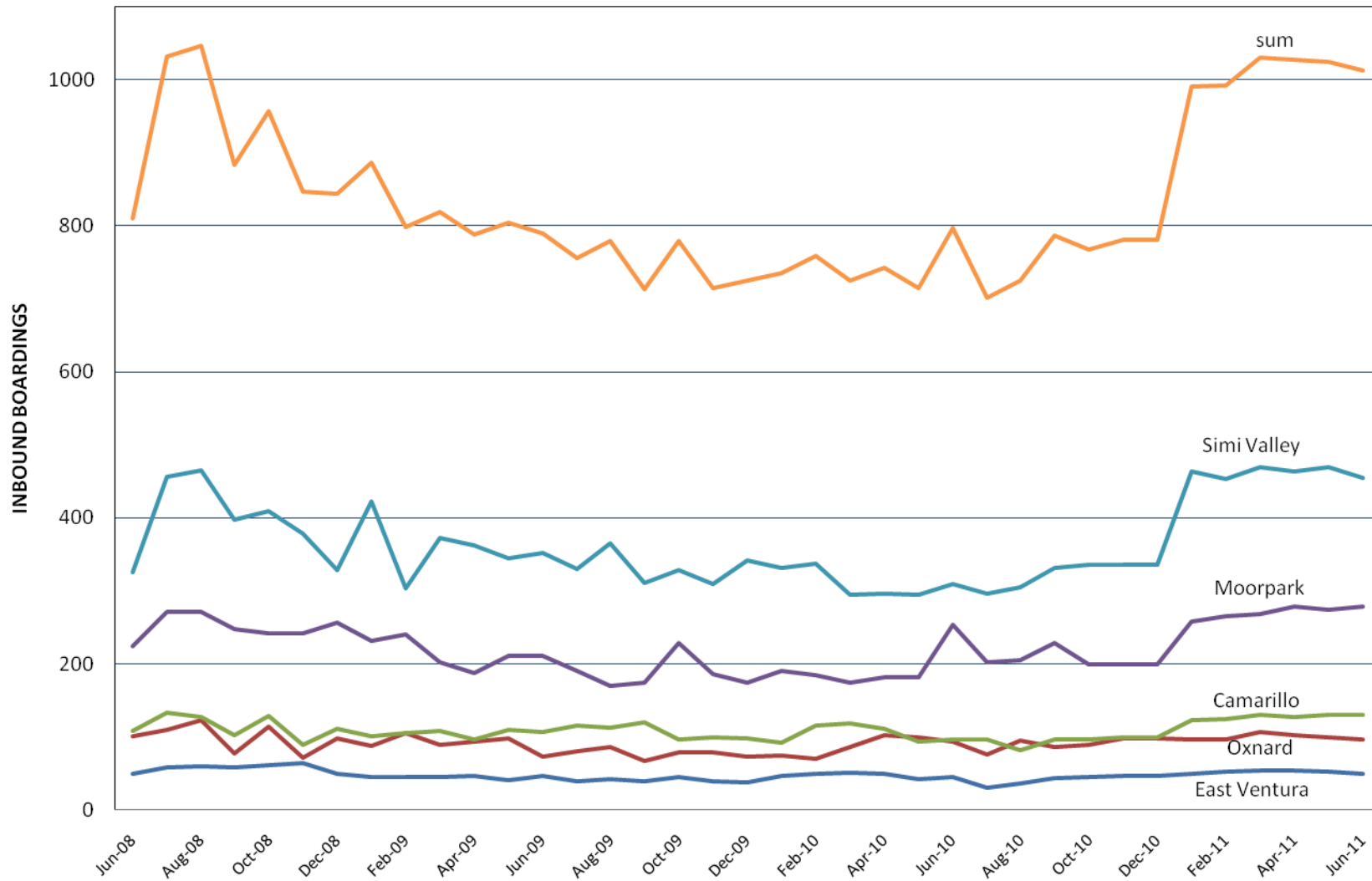
**INBOUND
BOARDINGS* (on
Metrolink trains)**

	East Ventura	Oxnard	Camarillo	Moorpark	Simi Valley	VTA Cnty Total	Total Line
May-11	52	99	130	275	469	1,025	1,847
May-10	43	100	94	182	295	714	1,259
May-09	41	98	110	211	344	804	1,474
May-08	50	101	109	221	350	831	1,577
May-07	40	93	116	180	345	774	1,489
May-06	59	99	91	185	378	812	1,529
May-05	21	97	76	175	334	703	1,411
May-04	33	72	61	154	295	615	1,388
May-03	9	94	71	166	277	617	1,282
May-02	0	94	71	214	253	632	1,344
May-01	0	94	71	193	310	668	1,187

**INBOUND
BOARDINGS* (on
Metrolink trains)**

	East Ventura	Oxnard	Camarillo	Moorpark	Simi Valley	VTA Cnty Total	Total Line
Jun-11	50	97	131	279	455	1,012	1,900
Jun-10	45	93	97	253	309	797	1,390
Jun-09	47	73	107	211	352	790	1,468
Jun-08	50	101	109	224	326	810	1,688
Jun-07	38	93	102	184	367	784	1,450
Jun-06	40	68	88	175	370	741	1,551
Jun-05	42	62	81	195	322	702	1,484
Jun-04	33	69	67	172	282	623	1,375
Jun-03	9	60	50	156	290	565	1,180
Jun-02	0	94	71	170	218	553	1,234
Jun-01	0	94	71	193	310	668	1,202

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





Item #9C

September 9, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: BUDGET AMENDMENTS FOR PROJECT BALANCES

RECOMMENDATION:

- Amend the VCTC Fiscal Year 2011/2012 budget for expenditures in programs listed below to be funded from carry-forward balances from Fiscal Year 2010/2011.

DISCUSSION

The Fiscal Year 2011/2012 budget was in part prepared on estimates for projects that occurred in Fiscal Year 2010/2011. Some projects experienced delays; therefore, staff is recommending the following budget amendments to increase the Fiscal Year 2011/2012 budget by the following carry-over amounts:

<u>Budget</u>	<u>Increase</u>	<u>Funding</u>
Congestion Management Program		
- Consultant	4,900	PPM
- Printing	15,000	PPM
Transportation Improvement Programming & Monitoring		
- Lewis Road	2,500,000	CMAQ, STP & STIP
Freight Movement		
- Rural Railroad Crossings	146,000	FTA
Transportation Development Act		
- Pass through Gold Coast Transit	174,981	STA
Transit Grant Administration		
- Grant X046	17,366	FTA
- Grant X108	151,585	FTA & FRA

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Item # 9D

September 9, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

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

SUBJECT: REVISED LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO (LOSSAN) INTERCITY RAIL JOINT POWERS AGENCY (JPA) AGREEMENT

RECOMMENDATION:

- Approve revised Los Angeles-San Diego-San Luis Obispo (LOSSAN) Joint Powers Agency (JPA) agreement to add the Riverside County Transportation Commission (RCTC) as an ex-officio member on the LOSSAN Board.

BACKGROUND:

VCTC is one of eight transportation agencies providing local input to the State Division of Rail on LOSSAN intercity passenger rail operations. In addition to VCTC, the agencies involved in LOSSAN are the Los Angeles County Metropolitan Transportation Authority (METRO), the North San Diego Transit District (NCTD), the Orange County Transportation Authority (OCTA), the San Diego Association of Governments, (SANDAG), the San Diego Metropolitan Transit System (MTS), the Santa Barbara Association of Governments (SBCAG), and, the San Luis Obispo Council of Governments (SLOCOG).

The LOSSAN service area runs along the Coast Main Line from San Diego to San Luis Obispo, with intercity passenger service provided by Amtrak Pacific Surfliner trains running in San Diego, Orange, Los Angeles, Ventura, Santa Barbara and San Luis Obispo counties under a contract funded and administered by the State. Along the corridor, there is also commuter rail service: the Coaster operated by NCTD in San Diego County and Metrolink, operated by METRO, OCTA, RCTC, SANBAG and VCTC in those counties. The Coaster and Metrolink operations are federally and locally funded while the State supports the Surfliner trains.

The Riverside County Transportation Commission, while not directly served by the intercity Surfliner trains, has an interest in the Surfliner corridor operations because of their Metrolink connections and trackage rights purchased with OCTA in Orange County when the Metrolink commuter rail system was created. Because of the shared track, RCTC recently asked to join the LOSSAN Board as a voting member. After consideration of the RCTC request, the LOSSAN Board voted to add them to the group but as a non-voting, ex-officio member because Riverside is not directly served by the Pacific Surfliner intercity train operation; RCTC accepted the ex-officio appointment. The LOSSAN JPA agreement therefore needs to be revised to reflect this action.

AMENDED AND RESTATED

JOINT EXERCISE OF POWERS AGREEMENT

CONCERNING THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY

INTRODUCTION

This Agreement is made and entered into in the State of California by and among the following public agencies that are parties of this Agreement:

1. Los Angeles County Metropolitan Transportation Authority;
2. Orange County Transportation Authority;
3. North County Transit District;
4. San Diego Metropolitan Transit System;
5. California Department of Transportation;
6. Southern California Association of Governments;
7. San Diego Association of Governments;
8. Ventura County Transportation Commission;
9. Santa Barbara County Association of Governments;
10. San Luis Obispo Council of Governments;
11. National Railroad Passenger Corporation;
12. California High-Speed Rail Authority;
13. Riverside County Transportation Commission

RECITALS

WHEREAS, some, but not all of the parties to this Agreement had entered into that certain joint exercise of powers agreement to establish the Los Angeles-San Diego Rail Corridor Agency, effective February 6, 1989, but desire to amend and restate such existing joint exercise of powers agreement as provided herein; and

WHEREAS, the parties to this Joint Exercise of Powers Agreement recognize the need for a public agency to oversee increases in the level of intercity passenger rail service in the travel corridor between San Diego, Los Angeles and San Luis Obispo, and improvements to the facilities that will ensure reduced travel times and that will aid the joint operation of freight and passenger service in the Corridor; and

WHEREAS, the Los Angeles-San Diego State Rail Corridor Study Group created pursuant to Senate Bill 1095 (Chapter 1313, Statutes of 1985) analyzed the feasibility of increasing the level of intercity passenger service in the corridor and instituting commuter rail service from San Clemente to Union Station in Los Angeles and from Oceanside to San Diego; identified and recommended improvements to track and right-of-way to accommodate

the higher levels of service; and recommended the creation of a joint exercise of powers agency to oversee the implementation of additional intercity rail passenger service and the necessary track improvements; and

WHEREAS, the parties to this Agreement believe that the joint exercise of their powers will provide an organization capable of implementing the recommendations contained in the State Rail Corridor Study Group's June 1987 report entitled, *Los Angeles-San Diego State Rail Corridor Study*, and undertaking related efforts to improve corridor services and facilities and coordinate sub-corridor commuter rail services with corridor services; and

WHEREAS, each party to this Agreement is authorized to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title 1 of the Government Code of the State of California;

WHEREAS, rail service on the coast corridor has been extended to Ventura, Santa Barbara, and San Luis Obispo Counties;

NOW THEREFORE, in consideration of the recitals, the parties to this Agreement agree to the following:

1.0 DEFINITIONS

- 1.1 **Agency** means the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency.
- 1.2 **Governing Board or Board** means the Board of Directors of the Agency.
- 1.3 **LOSSAN** is the acronym for Los Angeles-San Diego-San Luis Obispo.
- 1.4 **Voting member agencies** mean Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, San Diego Metropolitan Transit System, North County Transit District, San Diego Association of Governments, Ventura County Transportation Commission, Santa Barbara County Association of Governments, San Luis Obispo Council of Governments and California Department of Transportation.
- 1.5 **Ex-officio non-voting member agency** means the Southern California Association of Governments, the National Railroad Passenger Corporation (Amtrak), California High-Speed Rail Authority and the Riverside County Transportation Commission.
- 1.6 **Regional Transportation Planning Agency** means an entity authorized to prepare a regional transportation plan pursuant to Government Code Section 65080.
- 1.7 **Corridor City** means a city adjacent to the LOSSAN right-of-way.
- 1.8 **Southern California Regional Rail Authority** means the institutional structure developed under Article 10 of Chapter 4 of Division 12 of the Public Utilities Code, Sections 130450-130455, for coordination of Southern California commuter rail passenger services in the counties of Los Angeles, Orange, Riverside, San Bernardino, and Ventura.
- 1.9 **LOSSAN North** is defined as Ventura, Santa Barbara, and San Luis Obispo Counties.
- 1.10 **LOSSAN South** is defined as Los Angeles, Orange, and San Diego Counties.
- 1.11 **Fiscal Year** means from July 1 to and including the following June 30.
- 1.12 **California State Rail Plan** is prepared every two years by the California Department of Transportation as an examination of passenger and freight rail transportation in California, in accordance with Section 14036 of the Government Code.

2.0 CREATION OF AGENCY

There is hereby created an organization to be known as the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency, hereafter "Agency", which shall be a public entity separate and apart from any member

agency. The Agency shall be governed by the terms of this Joint Exercise of Powers Agreement and any Bylaws passed and adopted by its Governing Board.

3.0 PURPOSES

The specific purposes for the creation of the Agency and the exercise of common powers are as follows:

- 3.1 Plan, program, and fund improvements for intercity rail passenger services and facilities in the LOSSAN corridor, including the acquisition or leasing of right-of-way, stations and station sites; the leasing or acquisition of equipment; and related activities.
- 3.2 Negotiate for and accept funds to be expended for the purpose of providing and improving intercity rail passenger services and activities.
- 3.3 Review and comment on facility, service, and operational plans and programs of the agency or agencies operating sub-corridor commuter rail service in the LOSSAN Corridor.
- 3.4 Coordinate facility, service, and operational plans and programs with other organizations providing rail passenger service in the Southern California Region or with whom the Agency may share common facilities, including the agency or agencies operating sub-corridor commuter rail service in the LOSSAN Corridor, the BNSF Railway and Union Pacific or their successor corporations, and the National Railroad Passenger Corporation (Amtrak).
- 3.5 Advocate before local, regional, state, and federal officials and agencies for improvements to services and facilities for the corridor.

4.0 POWERS OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY

As may be necessary for the accomplishment of the purposes of this Agreement, the Agency shall have the power in its own name to undertake the following:

- 4.1 To exercise in the manner provided by this Agreement the powers common to each of the voting members and necessary to the accomplishment of the purposes of this Agreement.
- 4.2 To make and enter into contracts.
- 4.3 To employ agents and employees.
- 4.4 To contract for the services deemed necessary to meet the purposes of the Agency.
- 4.5 To acquire, by lease, purchase, or lease-purchase, and to hold and dispose of real and personal property necessary to carry out the purposes of this Agreement.
- 4.6 To construct, manage, and maintain facilities and services.
- 4.7 To sue and be sued in its own name.
- 4.8 To incur debts, liabilities, or obligations. However, the debts, liabilities, and obligations of the Agency shall not constitute any debt, liability, or obligation of any of the agencies that are parties to this Agreement.
- 4.9 To apply for and accept grants for financial aid pursuant to any applicable state or federal statutes.
- 4.10 To exercise any of the powers set forth in Section 6508 of the Government Code. In exercising these powers, the Agency is subject to the restrictions upon the manner of exercising the powers of the Los Angeles County Metropolitan Transportation Authority or its successor agency.

- 4.11 To exercise such other powers and to engage in such other activities as are authorized by law (except bonding powers) and approved by the Board.

5.0 GOVERNING BOARD OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY

The composition of the membership of the Governing Board shall be as follows:

5.1. Voting Members of the Governing Board

All powers of the Agency shall be exercised by the Governing Board. The Governing Board shall be selected and composed as follows and each member agency's appointee(s) shall have one vote unless otherwise noted:

1. Two members appointed by the Los Angeles County Metropolitan Transportation Authority; one from its own membership or former membership, and one from its own membership, former membership or selected by the Authority from a corridor city.
2. Two members appointed by the Orange County Transportation Authority selected from its own membership or former membership.
3. A member appointed by the San Diego Metropolitan Transit System selected from its own membership or former membership.
4. A member appointed by the North County Transit District selected from its own membership or former membership.
5. A member appointed by the San Diego Association of Governments selected from its own membership or former membership.
6. While three members of the Governing Board shall represent San Diego County (San Diego Metropolitan Transit System, North County Transit District, and San Diego Association of Governments), these three members shall have a total of two votes. This voting procedure shall be specified by separate agreement among the three San Diego County member agencies.
7. A member appointed by the Ventura County Transportation Commission selected from its own membership or former membership.
8. A member appointed by the Santa Barbara County Association of Governments selected from its own membership or former membership.
9. A member appointed by the San Luis Obispo Council of Governments selected from its own membership or former membership.
10. The Caltrans Director or designee.
11. Each voting member agency may appoint alternates to serve in the absence of the regular appointee.

5.2 Ex-Officio Member of the Governing Board

1. The Southern California Association of Governments shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the Board. The ex-officio member may appoint alternates to serve in the absence of the regular appointee.

2. The National Railroad Passenger Corporation (Amtrak) shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the board, preferably from its Board of Directors. The ex-officio member may appoint alternatives to serve in the absence of the regular appointee.
3. California High-Speed Rail Authority shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the board, preferably from its Board of Directors. The ex-officio member may appoint alternatives to serve in the absence of the regular appointee.
4. The Riverside County Transportation Commission shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the board, preferably from its Board of Directors. The ex-officio member may appoint alternatives to serve in the absence of the regular appointee.

All powers of the Agency shall be exercised by the Governing Board.

6.0 RELATIONSHIP OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY TO EXISTING AND FUTURE SUB-CORRIDOR COMMUTER RAIL AGENCIES

The Agency will endeavor to ensure that there is coordination between itself and any sub-corridor commuter rail agency which uses the same facilities to provide commuter rail services as are used by the intercity passenger rail corridor service.

7.0 OFFICERS AND APPOINTEES OF THE GOVERNING BOARD AND THE AGENCY

- 7.1 The officers of the Governing Board, selected from among its voting membership, shall be a Chair and Vice-Chair. The term of office shall be one year.
- 7.2 The officers of the Agency shall be:
 - 7.2.1 The Treasurer of one of the voting member agencies, designated by a majority of a quorum of the Governing Board, may serve as the Treasurer of the Agency. The Treasurer shall be the depository of funds and have custody of all funds of the Agency from whatever source.
 - 7.2.2 The Auditor of one of the voting member agencies, designated by a majority of a quorum of the Governing Board, may serve as the Auditor-Controller of the Agency. The Auditor-Controller shall draw warrants or check-warrants against the funds of the Agency in the Treasury when the demands are approved by the Board of Directors or such other persons as may be specifically designated for the purpose in the Bylaws.
- 7.3 The Auditor-Controller and the Treasurer shall comply with all duties imposed under Article 1, Chapter 5, Division 7, Title I, of the California Government Code commencing with Section 6500.
- 7.4 The Executive Director shall serve at the pleasure of the Board:
 - 7.4.1 The Governing Board may appoint such an Executive Director. The Agency shall obtain an official bond in an amount determined by the Board guaranteeing faithful performance of the Executive Director's duties.
 - 7.4.2 At the discretion of the Governing Board, duties of the Executive Director may be assigned to a voting member agency's staff person.

8.0 ANNUAL BUDGET

The Governing Board shall approve a preliminary administrative budget and a capital improvement program for the succeeding fiscal year no later than April 1 of each year. The Board shall adopt a final

budget no later than June 30 of each year. No funding or financial obligations are created against any member agency solely as a consequence of executing this Agreement.

9.0 FUNDING FOR THE AGENCY

In addition to any funds derived from grants provided for in Section 4.9 of this Agreement, the voting member agencies (except California Department of Transportation) shall consider, through their agency's budgetary process, contribution of funds necessary to carry out the purposes and powers of the Agency, consistent with the Agency's adopted budget and any cost sharing formula adopted by the voting member agencies.

10.0 QUORUM

At least five of the voting member agencies of the Governing Board, including at least one member from each county of Orange, San Diego, and Los Angeles and at least one voting member from LOSSAN North shall constitute a quorum for the transaction of business and all official acts of the Agency.

11.0 RALPH M. BROWN ACT

All meetings of the Agency shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

12.0 BYLAWS

The Board may adopt from time to time Bylaws as may be required for the conduct of its meetings and the orderly operation of the Agency.

13.0 COMMITTEES

The Board shall create the following committees:

13.1 The Board shall form a Technical Advisory Committee (TAC) to review on behalf of the Board technical issues associated with the improvements in passenger rail service and related facilities in the LOSSAN Corridor, including stations and rights-of-way, the coordination of public mass transit services and facilities, the coordination of passenger and freight services in the Corridor and other technical matters. The membership of the Committee is authorized in the Bylaws.

13.2 The Board shall form other committees as are necessary.

14.0 COOPERATION WITH OTHER AGENCIES

14.1 In order to conserve fiscal resources, the Board shall take actions to ensure that the technical expertise, results of previous analysis related to passenger rail service in the LOSSAN Corridor, information bases, and other data available from member and other relevant agencies shall, to the extent feasible, be fully utilized.

14.2 In order to ensure that improvements to intercity rail passenger services and facilities are consistent with the California State Rail Plan, the Agency shall submit an annual plan or program for expenditures in the Corridor prior to the beginning of each fiscal year to the California Department of Transportation. In order to coordinate improvements with the corridor's Regional Transportation Planning Agencies (RTPAs), this annual plan or program for expenditures shall be submitted to the Southern California Association of Governments, San Diego Association of Governments, Santa Barbara County Association of Governments and San Luis Obispo Council of Governments. Each RTPA shall determine whether or not the annual plan or program is consistent with the Regional Transportation Plan for its area of jurisdiction. The Agency shall submit an annual plan or program for expenditures in the Corridor to Amtrak, for its review when developing its Strategic Guidance and Five-Year Financial Plan.

15.0 DURATION OF AGREEMENT

This Agreement shall continue in full force and effect until such time that a majority of the voting member agencies determine it is in the public interest to dissolve the Agency. This does not preclude member agencies from exercising their right to withdraw their membership in the Agency. Ninety day written notice shall be given.

16.0 DISPOSITION OF ASSETS

Upon termination of this Agreement, any money in possession of the Agency after the payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement shall be returned to the member agencies in proportion to their contributions determined as of the time of termination. Land and fixed facilities shall revert to the voting member agencies in which they are located. Rolling stocks shall become the property of California Department of Transportation for use in the Corridor.

17.0 NOTICE

Addresses of the parties to the Agreement for the purpose of formal communications among the signatories.

Los Angeles County Metropolitan Transportation Authority
1 Gateway Plaza
Los Angeles, CA 90012-2952
(213) 922-3041

Orange County Transportation Authority
550 S. Main St.
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282

North County Transit District
810 Mission Avenue
Oceanside, CA 92054
(760) 967-2828

San Diego Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
(619) 231-1466

California Department of Transportation
P.O. Box 942874
Sacramento, CA 94274-0001
(916) 323-0742

Southern California Association of Governments
818 W 7th Street, 12 Floor
Los Angeles, CA 90017-3435
(213) 236-1800

San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101
(619) 595-5300

Ventura County Transportation Commission
950 County Square Avenue, Suite 207
Ventura CA 93003
(805) 642-1591

Santa Barbara County Association of Governments
260 North San Antonio Road, Suite B
Santa Barbara CA 93110
(805) 961-8900

San Luis Obispo Council of Governments
1114 Marsh Street
San Luis Obispo, CA 93401
(805) 781-4219

Amtrak
510 Water Street, 5th Floor
Oakland CA 94607
(510) 238-4300

California High-Speed Rail Authority
925 L Street Suite 1425
Sacramento CA 95814
(916) 324-1541

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
P.O. Box 12008
Riverside CA 92502-2208
(951) 787-7141

18.0 AUDIT

The Agency shall provide for the accountability of all funds and shall provide for an annual audit pursuant to Section 6506 of the Government Code.

19.0 AMENDMENTS TO THE AGREEMENT

This Agreement may be amended at any time by the unanimous Agreement of the voting member agencies.

20.0 AGREEMENT, COMPLETE

This Agreement constitutes the full and complete Agreement of the parties. This Agreement shall be effective when all member agencies have approved and signed this Agreement. This Agreement shall supercede the Joint Powers Agreement to establish the Los Angeles – San Diego Rail Corridor Agency dated February 6, 1989 and subsequent amendments adopted prior to the dates indicated below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials on the dates indicated below.

21.0 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

[AGENCY NAME HERE]

Date:

By:

{ name, title}



Item #9E

September 9, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: PETER DE HAAN, PRORAMMING DIRECTOR
SUBJECT: SECTION 13(c) LABOR AGREEMENT

RECOMMENDATION

- Approve the attached agreement with the Service Employees International Union (SEIU), Local 721, as required for VCTC's Fiscal Year 2011/12 federal transit grant applications with the Federal Transit Administration.

BACKGROUND

VCTC staff will be filing grant applications with the Federal Transit Administration (FTA) to fund VCTC's FY 2011/12 federal transit projects and other local agency projects. As with all federal transit grant applications, we are required to enter into a U.S. Department of Labor certified agreement, commonly referred to as 13(c), with the SEIU which represents both Gold Coast Transit and Simi Valley Transit employees. Federal law requires that we protect the jobs of union represented public transit workers and ensure that transit employees be compensated if jobs were lost as a direct result of proposed projects. Specifically, the federal government requires that the protective arrangements include:

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

These protective arrangements are included in the proposed Agreement (attached). The Agreement was developed a few years ago in cooperation with SEIU Local 998 and the United States Department of Labor. It is identical to the Agreement approved by the Commission for all previous grant applications over the past years. The agreement is now signed instead by SEIU Local 721 which represents Ventura County transit workers at this time.

None of the projects to be included in the grant application pose a risk to either Gold Coast Transit or Simi Valley Transit employees. All projects to be included in the grant applications are in VCTC's FY 2011/12 Program of Projects (POP) for FTA Section 5307 funds, or will be included in the Program of Projects to be approved based on the upcoming call for projects for 5316 and 5317 funds.

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ATTACHMENT

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

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

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

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

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

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

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

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

The first two sentences of this section express the general requirement that employee rights and interest be protected from affects of a Project. Initially, this means that Recipients and any other legally responsible party in designing and implementing a Project must consider the effects a project may have on employees and attempt to minimize any adverse effects. If objectives can be met without adversely affecting employees it is expected that adverse effects will be avoided. In the context of particular Project

events, this paragraph is to be read in conjunction with other provisions or the Warranty. It thereby serves to emphasize the specific statutory requirements that employees be protected against a worsening of their employment conditions, and receive offsetting benefits to make them “whole” when unavoidable impacts occur.

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

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

(3) For the purpose of providing the statutory required protection, including those specifically mandated by Section 13(c) of the Act¹, the Public Body agrees to be bound by this Agreement, including those terms and conditions of Appendix C-1 which are attached hereto as Appendix “B.”

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

incurring them. All conditions of the Agreement shall continue to be effective during the arbitration proceedings.

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

^{1/} Such protective arrangement shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangement shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to Section 5(2) (f) of the Act of February 4, 1987 (24 Stat. 379), as amended, currently codified at 49 U.S.C. §11347.

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

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

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

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

Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management, provision and/or operation of the system, or any part or portion thereof, or any mass transportation in the urbanized area of the Project under contractual arrangements of any form with the

Public Body, its successors or assigns, shall agree, and as a condition precedent to such contractual arrangements, the Public Body, its successors or assigns, shall require such person, enterprise, body, or agency to agree to abide by the terms of this Agreement.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this _____ day of _____, 2011.

VENTURA COUNTY TRANSPORTATION COMMISSION

By _____ Date: _____
William Fulton, Chair

APPROVED AS TO FORM:

By _____ Date: _____
Mitchel B. Kahn, General Counsel

SERVICE EMPLOYEES INTERNATIONAL UNION,

AFL-CIO, CLC LOCAL 721

By _____
Rachel Flores

Date: _____

APPENDIX "A"

Carrier

Gold Coast Transit
City of Simi Valley

Union

SEIU Local 721
SEIU Local 721

APPENDIX “B”

EMPLOYEE PROTECTIONS DIGEST

APPENDIX C-1

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

ARTICLE I

1. DEFINITIONS – The definitions in Article I of the Agreement and in the Act apply in this Appendix and in the event of conflict in definitions, those in the Act shall be controlling. In addition, whenever used in this Appendix, unless its context requires otherwise:
 - (a) “Transaction” means a discontinuance of Intercity Rail Passenger Service pursuant to the provisions of the Act.
 - (b) “Displaced employee” means an employee of Railroad who, as a result of a transaction is placed in a worse position with respect to his compensation and rules governing his working conditions, unless changed by future collective bargaining agreements or applicable statutes.
 - (c) “Dismissed employee” means an employee of Railroad who, as a result of a transaction is deprived of employment with Railroad because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of a transaction.
 - (d) “Protective period” means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of 6 years therefrom, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employee was in the employ of Railroad prior to the date of his displacement or his dismissal. For purposes of this Appendix, an employee’s length of service shall be determined in accordance with the provisions of section 7 (b) of the Washington Job Protection Agreement of May, 1936.
2. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of Railroad’s employees under applicable laws and/or existing collective bargaining agreements or

otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.

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

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

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

Notwithstanding any of the foregoing provisions of this section, at the completion of the twenty (20) day notice period or on May 1, 1971, as the case may be, Railroad may proceed with the transaction, provided that all employees affected (displaced, dismissed, rearranged, etc.) shall be provided with all the rights and benefits of this Appendix from the time they are affected through to expiration of the seventy-fifth (75th) day following the date of notice of the intended transaction. This protection shall be in addition to the protection period defined

in Article I, Paragraph (d). If the above proceeding results in displacement, dismissal, rearrangement, etc. other than as provided by Railroad at the time of the transaction pending the outcome of such proceedings, all employees affected by the transaction during the pendency of such proceedings shall be made whole.

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

Each displaced employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of this displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above "total compensation" and the "total time for which he was paid" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter); provided further, that such allowance shall also be adjusted to reflect subsequent general wage increases.

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

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

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

6. DISMISSAL ALLOWANCES – (a) A dismissed employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an

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

(b) The dismissal allowance of any dismissed employee who returns to service with Railroad shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 5.

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

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

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

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

10. Should Railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employee of benefits to which he otherwise would have become entitled under this Appendix, this Appendix will apply to such employee.

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

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

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

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

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

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

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

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

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

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

ARTICLE V

1. It is the intent of this Appendix to provide employee protections which meet the requirements of Section 405 of the Act and are not less than the benefits established pursuant to Section 5(2)(f) of the Interstate Commerce Act. In so doing, changes in wording and organization from arrangements earlier developed under section 5(2)(f) have been necessary to make such benefits applicable to contemplated discontinuances of intercity rail passenger service affecting a great number of railroads throughout the nation. In making such changes it is not the intent of this Appendix to diminish such benefits. Thus, the terms of this Appendix are to be resolved in favor of this intent to provide employee protections and benefits no less than those established pursuant to Section 5(2)(f) of the Interstate Commerce Act.
2. In the event any provision of this Appendix is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Appendix shall not be affected, and such provision shall be renegotiated and resubmitted to the Secretary of Labor for certification pursuant to Section 405 of the Act.



Item #9F

September 9, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: ALAN HOLMES, TRANSPORTATION DEMAND MANAGEMENT PROGRAM MANAGER

SUBJECT: AGRICULTURAL WORKER VANPOOL PROGRAM (AWVP) UPDATE

RECOMMENDATION:

- Receive and file

BACKGROUND:

SB 1135, Statutes of 2006, section 99320 of the Public Utilities Code, required the Department of Transportation to establish the Agricultural Worker Transportation Program (AWTP), effective January 1, 2007. The intent of the AWTP is to provide safe, efficient, reliable and affordable transportation services, utilizing vans and buses, to agricultural workers commuting to/from worksites in rural areas statewide. The emphasis of the AWTP is to implement vanpool operations similar to the successful Agricultural Industries Transportation Services (AITS) program ongoing in Kings County in the Southern San Joaquin Valley, transporting agricultural workers to regional employment sites.

In September 2007 the Commission authorized submission of a Caltrans grant application in the amount of \$3,002,744 to develop and implement a countywide agricultural worker vanpool program based on the existing program in Kings County. At the January 2008 meeting the Board approved a revision to the program by outsourcing the daily operations and some of the administrative tasks primarily due to liability and operational concerns. At the March 2008, meeting staff was directed to circulate a Request for Proposals (RFP) based on those changes. Staff received one submission to the RFP which was found to be non-responsive at the May 2008 Board meeting. Staff continued efforts to identify potential program operator(s) by contacting local private/non-profit and other organizations in Ventura County. In all, approximately 25 public, private and private/non-profits were contacted regarding the program in addition to those contacted during the RFP process.

In February 2009 the Board approved the Agricultural Worker Vanpool Program (AWVP) Agreement, which shifted the Caltrans implementation grant to Kings County Area Public Transit Agency (KCAPTA) and authorized KCAPTA, operating as Kings Area Rural Transit/Agricultural Industries Transportation Services (KART/AITS) to implement the Project in Ventura County. A number of other agencies Statewide have also authorized KCAPTA to operate vanpools in their jurisdictions.

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

DISCUSSION:

The Program has continued to grow though there have been some fluctuations in the number of vans on the road due to the seasonal nature of the agricultural industry in Ventura County. The following report was submitted by Susan Haverland of CalVans for the Board's review:

A number of significant changes have taken place in the last several months. In terms of marketing, we are transitioning our branding from KART-Agricultural Industries Transportation Services to CalVans-California Vanpool Authority. In that process we are revising our marketing materials for both the agricultural and non-agricultural sides of the program. We continue outreach activities on a number of different fronts, most recently adding radio spots to the media mix.

From an administrative standpoint, the Ventura office now coordinates the program in Santa Barbara County, working with their one employee to actively promote the program throughout the county in coming months. We have relocated to new offices in Harborview Business Park, at the corner of Telephone and Market in Ventura. The new offices provide more employee space as well as secure parking.

The pricing structure and billing methodology for drivers has changed, as well. With the ability to track exact mileage, we now base prices on weekly mileage. The current cost is \$0.75 per mile, divided among the total number of passengers. We have eliminated the requirement that each van carry a minimum of 8 passengers because we collect the total fare regardless of the number of passengers. Avocado pickers, whose crews typically number five or six, are particularly happy with the change. The flat-rate pricing has reduced the rates for vans which travel comparatively short distances. It has raised the cost for long-haul commutes to be more in line with wear-and-tear on the vans as well as the cost of gas used on these long trips. Interestingly, the rate change has galvanized several drivers to ask their employers to issue vouchers to cover a portion of the weekly fee. Two farm labor contractors currently offer vouchers to our drivers, and we expect more to do the same.

Drivers receive their bills through the radio/data terminal located on their van's dashboard. The display indicates not just weekly mileage and total amount due, but also calculates the per-passenger cost. This change has improved the accuracy and timeliness of payments.

The number of vans on the road in Ventura County between May and July was 15. The total mileage was as follows: May: 18,412 miles; June: 21,705 miles; and July: 22,534 miles. Out-of-county trips during this period were largely to Santa Barbara County, to fields and orchards in

Carpinteria and Goleta. Through the radio/data terminal we are collecting data on numbers of passengers per van. When the collated data is available it will be included in future reports.

Program growth is the primary goal of our future efforts. While the lack of driver's licenses continues to be a significant problem among farmworker prospective drivers, the program has become better known across Ventura County among both workers and farm labor contractors and we continue active recruitment. We believe the non-ag vanpool market is large so future efforts will focus on building that part of the program.

FY 10/11**Summary of Vanpool Passenger Trips by County of origin**

<i>County</i>	<i>Weekdays</i>	<i>Sat</i>	<i>Sun</i>	<i>Total</i>
Colusa	229	31	23	283
Fresno	318,236	41,507	23,794	383,537
Imperial	682	104	102	888
Kern	88,468	11,728	4,852	105,048
Kings	256,708	13,728	9,683	280,119
Madera	35,682	4,351	1,589	41,622
Merced	14,369	742	229	15,340
Monterey	63,164	8,637	2,252	74,053
Riverside	18,831	1,580	938	21,349
San Benito	445	90	38	573
San Bernardino	1,346	144	51	1,541
San Joaquin	2,296	227	-	2,523
San Luis Obispo	17,983	1,324	77	19,384
Santa Barbara	276	30	-	306
Santa Clara	239	14	-	253
Santa Cruz	1,184	50	-	1,234
Solano	755	114	63	932
Stanislaus	20,377	1,382	938	22,697
Tulare	278,361	30,138	19,206	327,705
Ventura	40,539	5,466	1,152	44,236
Yolo	1,113	121	5	1,239
Yuba	396	60	43	499
Yuma	<u>292</u>	<u>48</u>	<u>32</u>	<u>372</u>
	1,161,971	121,616	65,067	1,345,733

FY 10/11**Summary of Vanpool Miles by County of origin**

<i>County</i>	<i>Weekdays</i>	<i>Sat</i>	<i>Sun</i>	<i>Total</i>
Colusa	123,176	14,809	11,043	149,028
Fresno	1,461,122	176,258	114,828	1,541,664
Imperial	4,290	456	850	5,596
Kern	433,114	62,423	27,354	522,891
Kings	1,323,592	78,239	60,733	1,462,564
Madera	201,353	28,997	8,252	238,603
Merced	68,361	4,379	914	73,654
Monterey	252,566	33,882	6,400	292,848
Riverside	6,106	766	-	6,872
San Benito	1,465	442	432	2,339
San Bernardino	7,040	1,171	208	8,419
San Joaquin	6,144	703	-	6,847
San Luis Obispo	92,310	7,531	467	100,308
Santa Barbara	2,557	367	-	2,924
Santa Clara	986	-	-	986
Santa Cruz	6,677	421	-	7,099
Solano	1,295	231	83	1,609
Stanislaus	18,851	-	-	18,851
Tulare	1,417,923	149,597	107,900	1,675,420

Ventura	140,338	18,522	3,432	162,292
Yolo	5,270	669	18	5,957
Yuba	5,423	626	221	6,270
Yuma	<u>1,601</u>	<u>171</u>	<u>135</u>	<u>1,908</u>
	5,581,562	580,659	343,271	6,294,949

FY 10/11 **Summary of Vanpool Passenger Lane Miles trips by County of origin**

<i>County</i>	<i>Weekdays</i>	<i>Sat</i>	<i>Sun</i>	<i>Total</i>
Colusa	10,551	1,234	632	12,417
Fresno	13,562,626	1,727,491	1,069,459	16,359,577
Imperial	36,252	3,945	6,919	47,115
Kern	4,309,288	666,668	220,813	5,196,769
Kings	9,072,580	497,861	334,492	9,904,933
Madera	1,929,148	271,885	73,544	2,274,577
Merced	577,534	46,372	8,768	632,674
Monterey	2,254,100	310,501	59,418	2,624,019
Riverside	75,583	8,838	-	84,420
San Benito	31,007	6,859	4,103	41,969
San Bernardino	68,457	8,466	1,426	78,349
San Joaquin	57,411	6,157	-	63,569
San Luis Obispo	992,690	71,932	4,428	1,069,049
Santa Barbara	14,172	1,175	-	15,347
Santa Clara	22,447	4,413	-	26,861
Santa Cruz	21,501	-	-	21,501
Solano	8,512	1,451	287	10,250
Stanislaus	212,973	-	-	212,973
Tulare	10,746,814	1,151,990	739,794	12,638,598
Ventura	1,478,517	186,437	37,828	1,702,782
Yolo	35,779	3,977	37	39,793
Yuba	46,516	5,351	1,496	53,363
Yuma	<u>12,688</u>	<u>1,372</u>	<u>1,080</u>	<u>15,140</u>
Totals	45,577,146	4,984,376	2,564,522	53,126,044



Item # 9G

September 9, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: MYRA MONTEJANO, TRANSIT SPECIALIST

SUBJECT: FOURTH QUARTER VISTA RIDERSHIP 2010-11

RECOMMENDATION:

- Receive and file.

BACKGROUND:

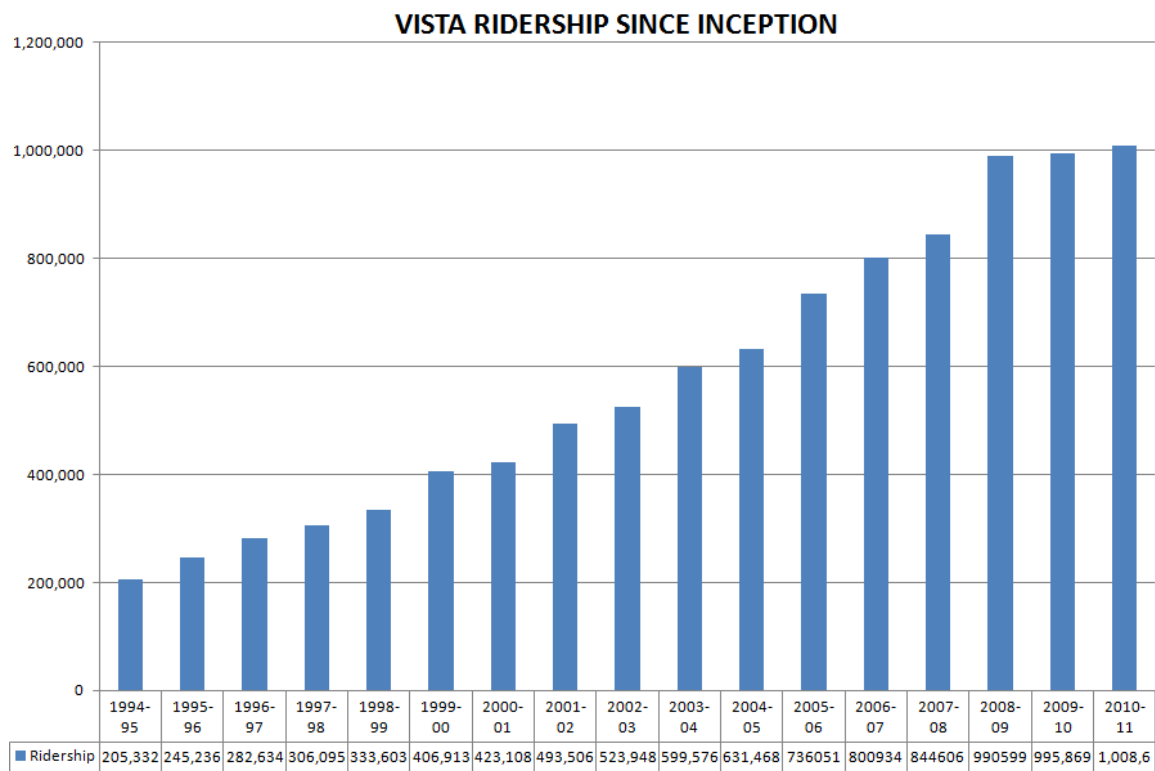
The Ventura Intercity Service Transit Authority (VISTA) was created in 1994 in order to provide connectivity between the cities in the county. It also instituted Dial-A Ride services in Fillmore and Santa Paula. With the increase in fourth quarter ridership VISTA reached the milestone of one million riders in FY 2010-11. VISTA is the second largest transit operator in Ventura County with a current ridership of 802,971 on fixed route and 205,692 on DAR in 2010-11. VISTA began with four fixed routes in 1994 and is now operating six routes throughout Ventura County and has built connections in to Los Angeles and Santa Barbara County. The ridership for VISTA has been increasing about 16% year over year.

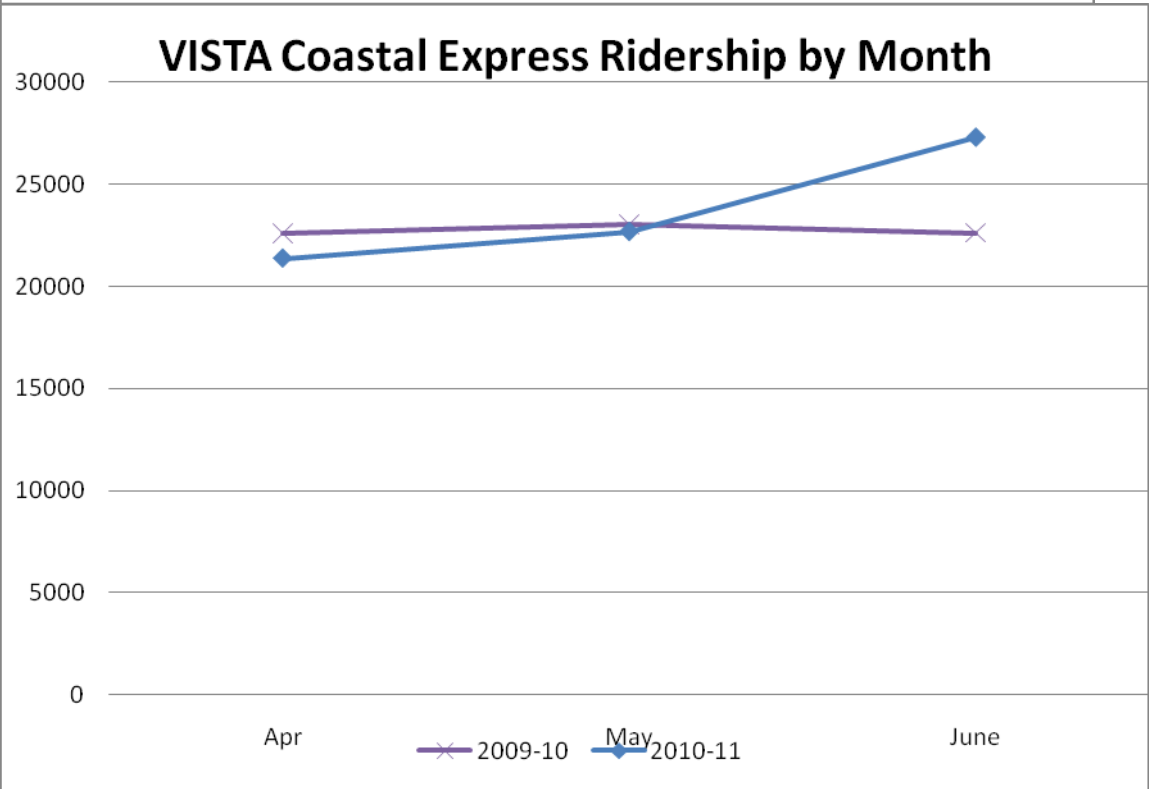
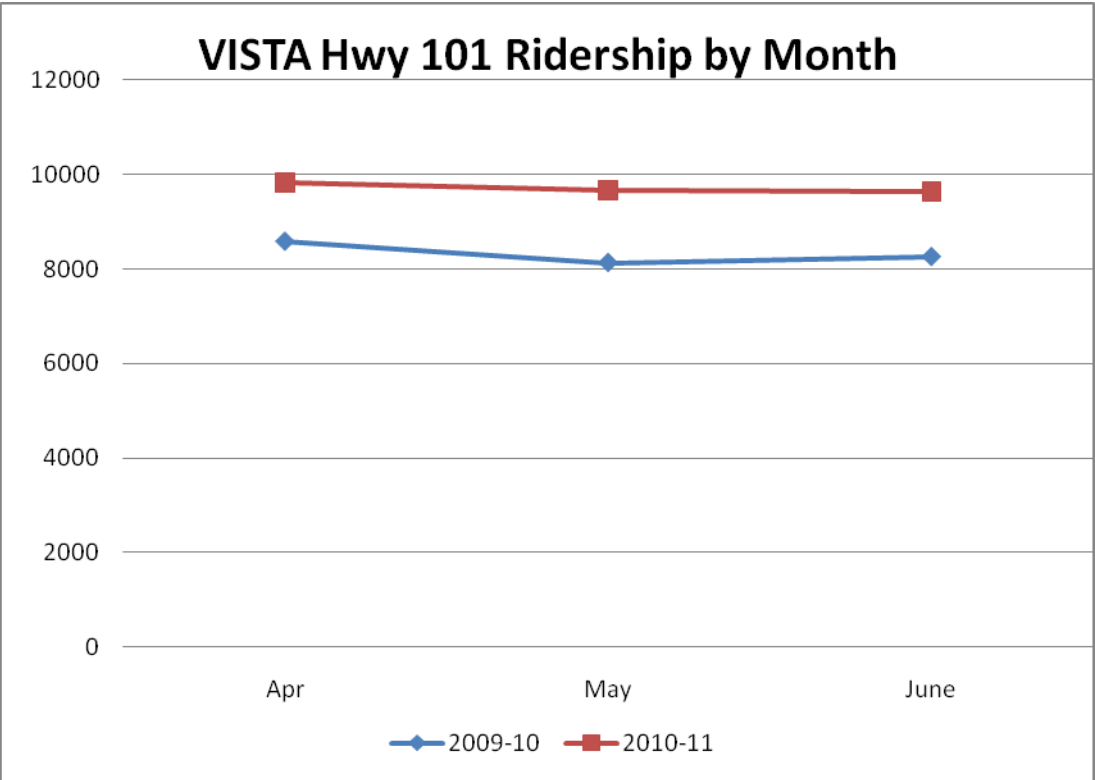
During the fourth quarter of 2010-11, total VISTA ridership increased about .2% from the previous quarter and 8.1% from the same quarter last year; total VISTA ridership for the quarter was 257,794 passengers which was the second highest ridership to date. VISTA Fixed Route Ridership has increased overall 1.3% from the previous quarter and 15% from the same period last year. Heritage Valley Dial-a-Ride levels overall decreased about 13.5% from the same period last year and decreased about 4.2% from the most recent quarter.

Three routes, Highway 126, Highway 101 and Coastal Express Route achieved their highest ridership to date. Highway 126 has increased ridership by 33% from the same time last year. The ridership increase on this route has increased so much that there are standees on the bus. There is demand for an additional route morning and afternoon Eastbound and Westbound to relieve the crowding. Ridership on East County and Conejo Connection is slowly increasing after the fare increase that caused VISTA decreases in ridership last quarter.

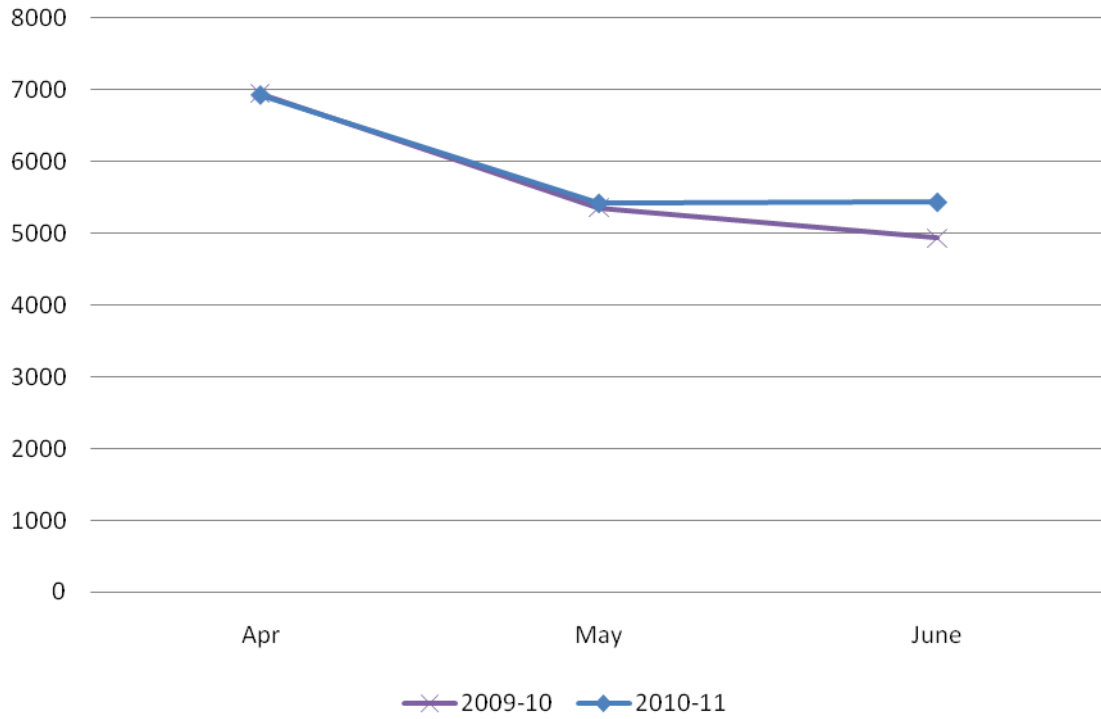
Overall, ridership has increased on fixed route but Dial-A-Ride ridership decreased. This is attributed mostly to service cuts and fare increase instituted last year when transit revenue could not support existing service. It is expected that ridership will increase on Dial-A-Ride with service cuts being restored. The increase in ridership on fixed route is attributed to our transfer program implemented in January as well as gas prices slowly increasing. Below you will find fourth quarter ridership, fourth quarter ridership by month as well as VISTA ridership since inception.

Route	4 th Quarter Ridership 2010-11	4 th Quarter Ridership 2009-10
Hwy 126	57,586	43,297
Conejo	9,984	9,777
Coastal Express	80,145	68,311
HWY 101	29,129	24,979
East County	17,784	17,233
Dial-A-Ride	49,744	57,511
CSUCI	13,422	17,337

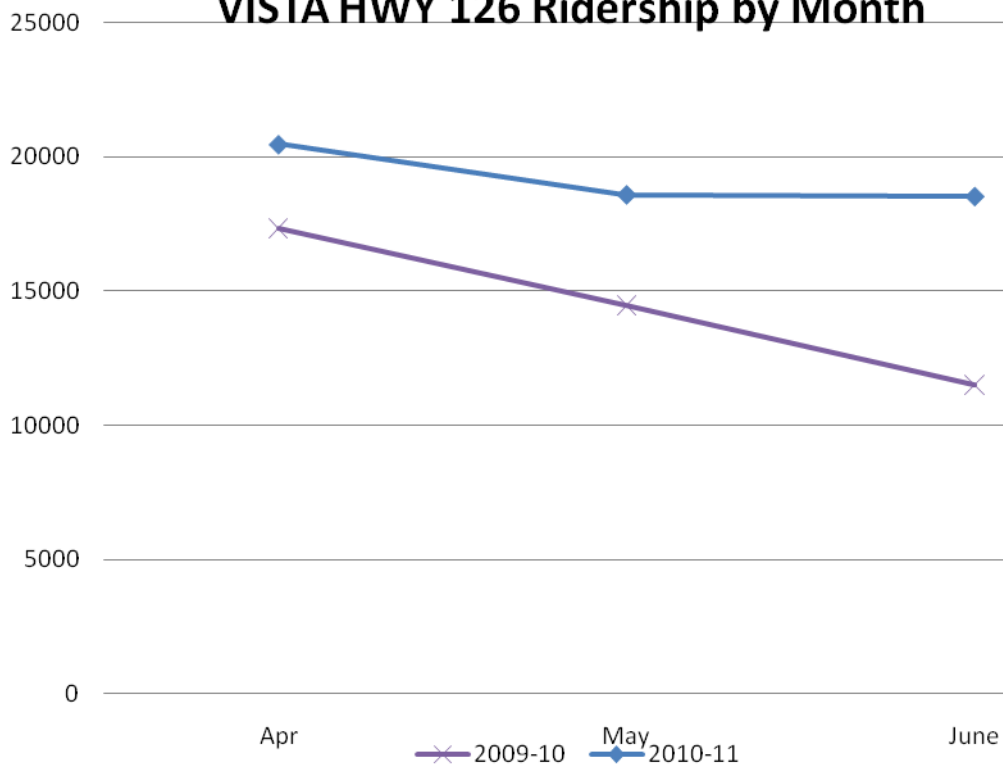




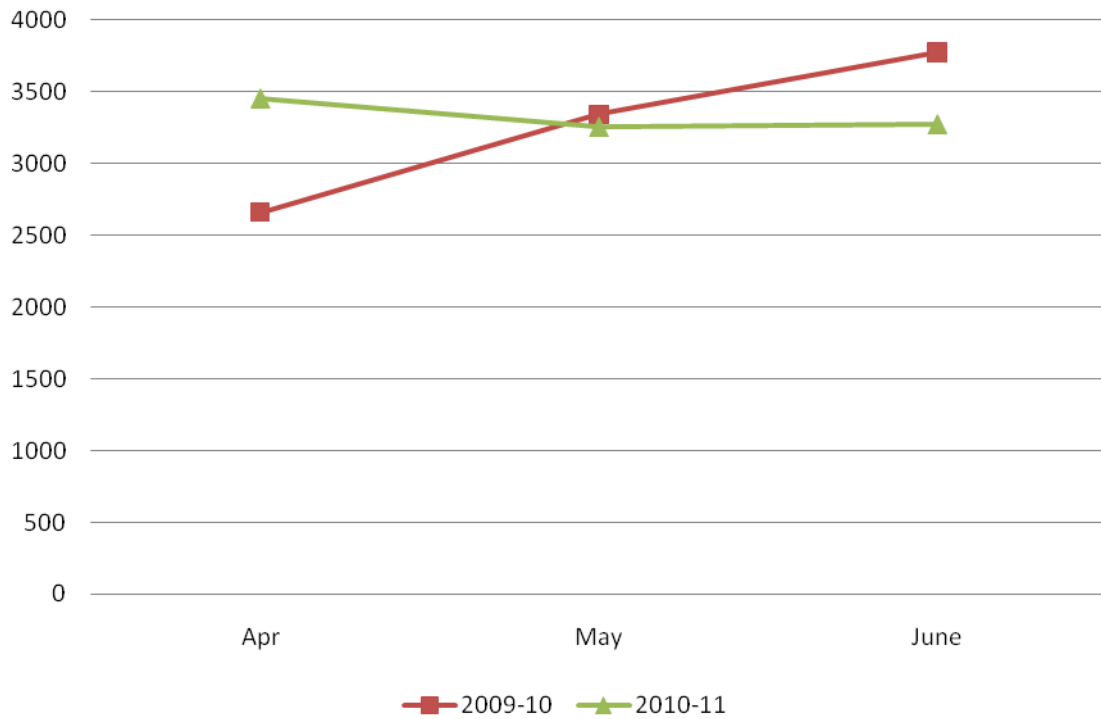
VISTA EAST COUNTY Ridership by Month



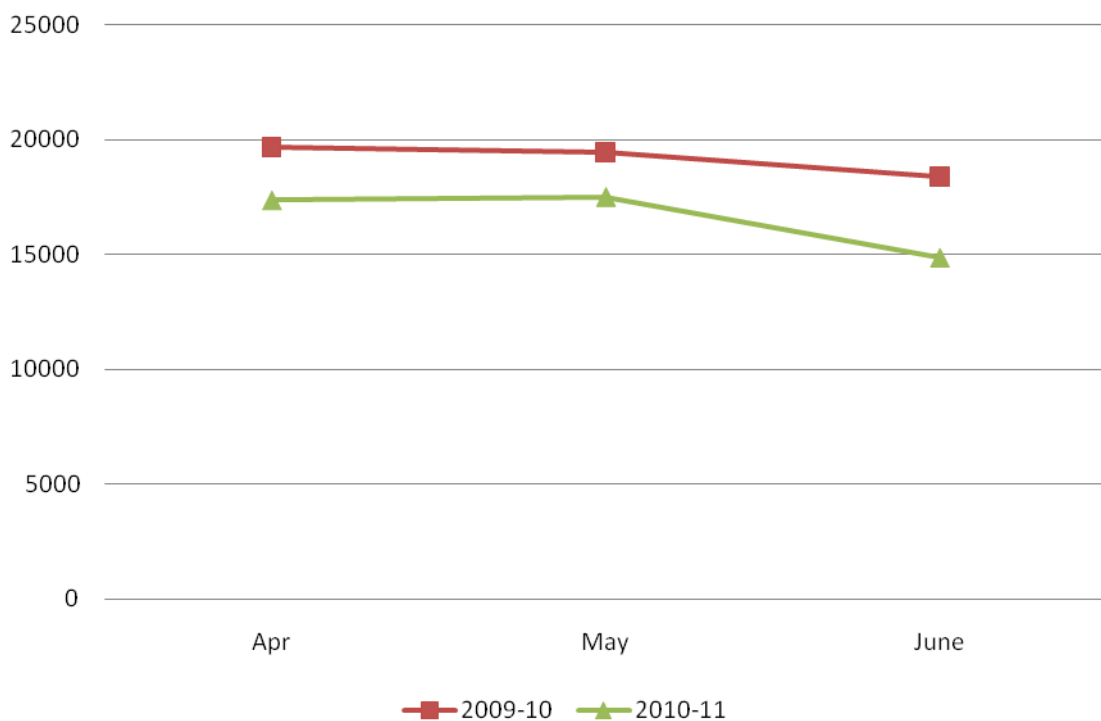
VISTA HWY 126 Ridership by Month



VISTA Conejo Connection Ridership by Month



VISTA DIAL A RIDE, Passengers by Month



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Item # 10

September 9, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: ED WEBSTER, MANAGER, TRANSIT DEPENDENT PROGRAMS
SUBJECT: 2011/12 EAST COUNTY ADA PASS-THROUGH FUNDING ALLOCATIONS

RECOMMENDATION:

- Approve a distribution formula for Fiscal Year (FY) 2011-12 East County ADA Pass Through.

BACKGROUND:

To enhance services for disabled residents of Ventura County, VCTC began allocating federal funds (FTA 5307) during the late 1990's to support intercity ADA transportation in eastern Ventura County (Camarillo, Thousand Oaks, Moorpark, Simi Valley and adjoining unincorporated areas).

Since FY 2005-06, the funding allocation has been budgeted at \$150,000, and funds have been distributed as follows:

City of Camarillo Admin Fee	\$ 2,500
Camarillo Health Care District	\$61,500
City of Moorpark	\$30,000
City of Simi Valley	\$11,000
City of Thousand Oaks	\$45,000

This distribution was based on the proportion of intercity trips provided by the operators in prior years with the City of Camarillo receiving an allocation to reimburse for the city's role in distributing the funds.

The East/Central County Paratransit Task Force has met four times since October, 2010, to review the funding formula in view of changing patterns of ADA transportation services. At the meetings, agencies provided their inter-jurisdictional ridership information (both between cities and between cities and unincorporated areas) and discussed various equity issues. Based on a request from the Camarillo Health Care District, it was decided to defer calculation of the final 2011-12 funding allocations until all agencies could provide a full year of data for 2010-11.

Task Force members also wanted the funding distribution to consider the costs that agencies incur for coordinating dispatch for multi-jurisdictional trips. For example Simi Valley Transit handles over 1,300 transfers per year to/from other operators including over 300 originating in other jurisdictions; however, Simi Valley has not been transporting ADA passengers outside its city limits. Simi Valley also assists by entering the batch data each day for all operators on Trapeze. The City of Camarillo incurs costs for administering the annual documentation/invoicing of funding.

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At their May 11, 2011, meeting, the Task Force agreed to support the following funding formula for 2011-12:

- Baseline funding of \$2,500 for Camarillo to reimburse the City for continuing to process the intercity ADA invoices;
- Baseline funding of \$11,000 to Simi Valley, Moorpark, Thousand Oaks and Camarillo Health Care District to support the ongoing costs of dispatch and coordination of intercity ADA services;
- The remaining funds (\$103,500) to be allocated between Moorpark, Camarillo Health Care District and Thousand Oaks based on the number of inter-jurisdictional trips provided by each agency during fiscal year 2010-11.

Attached is a table showing the inter-jurisdictional rides provided by each agency during 2010-11 and the proposed funding allocation for 2011-12 based on this data.

At its meeting on August 11, 2011 TRANSCOM endorsed this funding allocation, and staff recommends that VCTC approve it. These funds have been allocated in the adopted VCTC FY 2011-12 Budget under the Senior and Disabled Transportation Services category.

2011-12 Proposed Distribution of \$150,000 East County ADA Pass Through Funds

<u>Jurisdiction</u>	<u>Base \$</u>	<u>Inter-city Trips*</u>	<u>Percent of Inter-city Total</u>	<u>Inter-city \$</u>	<u>Total \$</u>
Camarillo	\$ 2,500	0	0.00%	\$ -	\$ 2,500
Camarillo HCD	\$ 11,000	3,586	35.04%	\$ 36,270	\$ 47,270
Moorpark	\$ 11,000	1,466	14.33%	\$ 14,828	\$ 25,828
Simi Valley	\$ 11,000	0	0.00%	\$ -	\$ 11,000
Thousand Oaks	\$ 11,000	5,181	50.63%	\$ 52,402	\$ 63,402
Total	\$ 46,500	10,233	100.00%	\$ 103,500	\$ 150,000

*Note: For the purposes of this table, "Inter-city trips" include trips between a city and the unincorporated area or between two cities.



Item #11

September 9, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: LOAN OF CONGESTION MITIGATION AND AIR QUALITY PROGRAM BALANCE TO SAN DIEGO ASSOCIATION OF GOVERNMENTS

RECOMMENDATION:

- Ratify two-year loan to the San Diego Association of Governments of up to \$5.4 million of the unused Congestion Mitigation and Air Quality program capacity.

BACKGROUND:

The Federal transportation authorizing legislation, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) which has currently been extended through September 30, 2011, authorizes various Federal transportation programs including the Surface Transportation Program (STP) and the Congestion Mitigation and Air Quality (CMAQ) program. VCTC is responsible for selecting Ventura County projects to be funded under these programs, and it designates the selected projects by submitting them to the Southern California Association of Governments for inclusion in the Federal Transportation Improvement Program (FTIP). SAFETEA-LU stipulates that VCTC can include in the FTIP sufficient projects to use all of the County's apportionment of authorized federal funds, so this apportionment effectively becomes VCTC's program capacity.

Although SAFETEA-LU determines the funding capacity for the FTIP, it does not determine the actual amount available to projects. That number is determined instead through the annual Federal appropriations process, with the typical result that the appropriated amounts are less than what was authorized under SAFETEA-LU and its extensions, and thus less than what is programmed in the FTIP. In the case of highway projects, the final federal commitment to fund the project does not occur until the project is ready for implementation, at which point Caltrans submits the funding request to the Federal Highway Administration (FHWA) which obligates the Federal funds for the project. FHWA and Caltrans will not approve a project for funding unless it was included in the FTIP. The result of this arrangement is that there is always slightly less funding available for projects than what VCTC approved for inclusion in the FTIP. However, all projects typically receive Federal funding as soon as they are ready to go, because there are always some project delays which result in less funds being required than was planned.

Although the Congressional appropriations process is typically separate from the authorizing process, the Continuing Resolution which Congress approved to appropriate Fiscal Year 2010/11 funding included a provision to rescind a portion of unobligated prior year authorized program capacity balances for transportation. Based on this provision, the Federal government has rescinded \$235 million of unused authorized program capacity from California. The program capacity balances can be taken, at Caltrans' discretion, from any of the unobligated transportation program capacity balances in California.

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On the afternoon of Friday, July 8th, VCTC staff was notified of a decision by Caltrans to take \$78 million of the rescission from the unobligated statewide CMAQ program capacity, with the remainder of the rescission to come from apportionments programmed by Caltrans to State highways. The \$78 million CMAQ rescission will be applied to each county which on September 30th has remaining unobligated program capacity. The practical impact of this rescission is that there is no change to the available funding for CMAQ projects, but counties will lose the ability to program some, if not all, of the balance of authorized CMAQ capacity that was available on September 30th but not obligated to approved projects.

DISCUSSION:

Over the past year VCTC has worked with the Transportation Technical Advisory Committee (TTAC) to implement a more robust quarterly reporting process to track the status of project implementation and support timely project delivery. As a result, VCTC staff is aware that based on the approved project schedules, on September 30th VCTC will have an unobligated CMAQ program balance of \$9 - \$12 million which is at risk of being rescinded. However, the San Diego Association of Governments (SANDAG) has expressed interest in borrowing up to \$5.4 million of VCTC's CMAQ program balance for use on ready-to-go projects in San Diego County. The implementation of the loan would be contingent upon Caltrans obligating sufficient funds for San Diego County projects by the September 30th deadline. Such a loan of Ventura County program balance to SANDAG is not a loan of actual appropriated funds, but will prevent the permanent loss of the loaned program capacity.

Due to the tight timeline to obligate the funds for San Diego County projects by September 30th, it was necessary in August for SANDAG to initiate the request to Caltrans to obligate the \$5.4 million. Therefore, to protect the VCTC program capacity from rescission the Executive Director provided written approval for counting up to \$5.4 million of SANDAG's projects against VCTC's program balance, with the VCTC program capacity used by SANDAG to be restored to VCTC's balance in two years. The return of the loaned program capacity is contingent upon SANDAG receiving Federal apportionment during FY 2012/13. The risk of the loan not being repaid is very small, given that the Federal transportation program will almost certainly continue in some form through FY 2012/13. Furthermore, the risk of the Federal programs not continuing is significantly less than the risk of the \$5.4 million program balance being permanently lost were it not loaned to SANDAG. Based on the status of programmed CMAQ projects in Ventura County, it appears very likely that the \$5.4 million unused program balance will not be needed prior to FY 12/13.

It should be noted that the Orange County Transportation Authority and the Riverside County Transportation Commission are making similar program balance loans to SANDAG, with a total of \$25 million of program capacity being loaned to SANDAG by the three counties.

Although VCTC staff has already approved the transfer of \$5.4 million of CMAQ program capacity to SANDAG for 2 years, staff requests the Commission ratify this approval.



Item #12

September 9, 2011

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

RECOMMENDATION:

- Consider position on SB 791 (Steinberg), a bill to provide funding for the Sustainable Communities Strategy, with a staff recommendation to be presented the meeting.
- Adopt a Support position on HR 2766 (Gary Miller), the Breaking Down Barriers Act.
- Adopt a Support position for extension of the federal fuel tax.
- Receive and file the state legislative report (Attachment A) and matrix (Attachment B).

BACKGROUND:

State Issues

Attachment A is the monthly report from Tim Egan, VCTC's Sacramento representative. The report describes SB 791, a spot bill which was amended just before the writing of this report. Staff expects to provide a recommendation at the Commission meeting. The report also provides updates on the state revenue situation and on the pending federal fuel tax expiration.

With regard to SB 791, Senate President Pro Tempore Darrell Steinberg (D-Sacramento) has amended this bill to authorize a metropolitan planning organization, or, in the Southern California Association of Governments region, a county transportation commission to request voter approval for a fee on gasoline and diesel fuel for purposes of addressing costs associated with implementing the Sustainable Communities Strategy required to be developed under SB 375. Since SB 375 was passed, transportation planning agencies have been calling on the state to provide revenue to cover this unfunded state mandate. However, based on a very preliminary analysis, staff has a strong concern that the proposed funding mechanism effectively makes VCTC responsible for obtaining voter approval to cover an unfunded mandate of the state. Furthermore, the bill defines the proposed revenue measure as a "charge," thus requiring only simple-majority voter approval, and there is much uncertainty that this provision could withstand litigation given the constitutional provisions of Proposition 26, which requires two-thirds voter approval for any tax as broadly defined by that initiative.

A more significant concern of staff is that the gutting and amending of SB 791 at the end of the legislative session provides very little opportunity for input or public debate on the proposed concept for addressing SB 375. Since the bill would empower agencies like VCTC to fund the Sustainable Communities Strategy, using a specific, untested type revenue measure, it is imperative that there be sufficient opportunity for deliberation by the regional agencies and input to the Legislature. Since this bill was just amended, staff has not completed its evaluation of the bill, and therefore plans to bring its recommendation to the Commission meeting.

Attachment B provides the current status of bills being tracked by VCTC. Two bills supported by VCTC have made it to the Governor, namely AB 892 (Carter), which would allow Caltrans to continue accepting delegation of federal environmental approval responsibility, and AB 147 (Dickerson), which authorizes use of developer fees for transit, pedestrian, bicycle, and traffic calming capital costs.

Federal Issues

Congressman Gary Miller has introduced HR 2766, the Breaking Down Barriers Act of 2011, which encompasses the Orange County Transportation Authority's Breaking Down Barriers Initiative, which VCTC voted at its May meeting to support. As described in the analysis provided at that meeting, this initiative has recommended specific changes to streamline the federal project approval process and provide training to develop the project delivery capabilities of project sponsors. Staff recommends that the Commission support HR 2766.

During the summer the House Transportation and Infrastructure Committee and the Senate Environment and Public Works Committee released their proposals for transportation authorization. On the funding side, the two bills are quite different. The House bill would reduce the transportation programs to match fuel tax revenues, to provide \$230 billion over six years, which would lead to 30% reduction in annual spending from the current level. The Senate bill would provide a two-year authorization at the current level, adjusted upward for inflation, which would create a \$12 billion shortfall in the transportation fund with no supplemental funding source identified. The Senate version of the bill incorporates the "America Fast Forward" program suggested by L.A. County Metro, to allow communities to expedite locally-funded transportation initiatives through various federal loan mechanisms. Both bills would significantly consolidate the number of programs, with the House bill controversially proposing to end the Transportation Enhancement set-aside. It appears that both bills would continue the Congestion Mitigation and Air Quality program. Despite the September 30th authorization expiration, there has been little progress in moving these bills forward, due to the focus on the debt ceiling issue.

With regard to the debt ceiling deal, there appears to be no specific impact on the transportation accounts, since these accounts are not subject to the mandatory spending cuts contained in the debt ceiling approval. Thus, the transportation program continues to face the same problem as before, namely the insufficiency of gas tax revenues to keep pace with the current level of spending.

Another area of concern is the expiration of all but 4.3 cents of the current 18.4 cent federal gasoline tax and 24.4 cent diesel fuel tax will expire on September 30th, unless Congress takes action to extend the tax. As with the transportation authorization, there has been little progress in advancing a bill to extend the tax, and there is also now not insignificant opposition to extending the tax. Although California has a law to automatically increase the state fuel tax if the federal tax is reduced, that law would only provide for a gasoline tax increase of 4.7 cents. In contrast, the law would increase the diesel fuel excise tax to fully offset the federal reduction. Staff recommends that VCTC support the extension of the federal fuel tax.

ATTACHMENT A



August 26, 2011

To: Ventura County Transportation Commission
Darren Kettle
Peter DeHaan

From: Tim Egan

Subject: LEGISLATIVE REPORT

SB 791 (Steinberg) – Funding for RTP/SCS Implementation

Senate President Pro Tem Darrell Steinberg amended his “spot bill” Senate Bill 791 on August 25, 2011 to incorporate the following provisions:

- Authorize MPOs (or in the SCAG region – local CTCs), subject to majority voter approval, to impose a 30-year regional transportation congestion reduction charge on purchase of motor vehicle fuel and in the case of electric vehicles on the vehicle registration. The rate of the charge would be established by the MPO/Local CTC on a per gallon basis, and that the amount of the charge does not exceed the reasonable costs of providing the congestion benefits identified in the regional transportation plan.
- Requires that the regional congestion reduction charge that is imposed be utilized as follows:
 - For transportation projects and programs that benefit motorists by reducing vehicle congestion and by providing capital improvements for maintenance, safety, and rehabilitation so as to increase the overall mobility for motorists.
 - Shall consider both increased ridership on transit, as well as changes in land use patterns in considering the transportation demand reduction projects, including walking and biking options, as well as improve the condition of roads and bridges and implementation of innovative transportation demand management and intelligent transportation systems. Plans may not fund physical road expansions.
 - Must utilize travel demand models consistent with regional plans and guidelines adopted by the California Transportation Commission.
- Requires the appointment of a local independent taxpayers committee, consisting of 3 retired federal or state judges, with full authority to audit the expenditures funded by the charge.
- Provides authority for the MPOs/CTCs to issue revenue bonds backed by the charge at any time or from time to time.
- Includes significant declaratory findings in an effort to comply with Proposition 26 and all relevant laws and the California Constitution.

SB 791 has been referred to the Assembly Rules Committee under the joint rules of the Legislature, and because of the significant nature of the amendments will probably be re-referred back to the Assembly Transportation Committee for hearing before the bill is considered by the Assembly and Senate.

STATE BUDGET

State Controller John Chiang released earlier this month the “Cash Update” covering California’s cash balance, receipts and expenditures in July. The report shows that revenues were down by \$538.8 million (-10.3%) below projections adopted as part of the 2011-12 state budget. Of the three major revenue sources for the state; income taxes were above projections by \$89 million (2.9%), while sales taxes were down \$139.4 million (-12.5%) and corporate taxes were down \$69.5 million (-19.3%). The July revenues reverse a trend from earlier this year where receipts came in higher than expected, for example by \$1.2 billion in May and June. Should state revenues continue to decline for the remainder of the calendar year, the Budget Bill requires the Director of Finance to no later than December 15, 2011 institute additional budget solutions or reductions to K-12, higher education and social services.

FUEL EXCISE TAXES

At its August meeting, the California Transportation Commission received a report as to the impact to California if the federal excise taxes are not extended and expire on September 30, 2011.

If the excise taxes expire next month, the federal rates will be adjusted accordingly:

- 14.1 cents of 18.4 cents gasoline excise tax expires
- 20.1 cents of 24.4 cents diesel excise tax expires
- The remaining 4.3 cents, originally collected for debt reduction, has no expiration date

Currently, state statute (Kopp legislation) allows for an increase in the state excise tax to backfill expiring federal taxes if federal financial allocations are reduced or eliminated, but is limited to the following:

- Allows for up to a 4.7 cent (ceiling) increase on the state portion of the excise tax.
- Allows for a 20.1 cent increase on diesel excise tax.

Obviously, the existing state excise tax provision on gasoline is significantly outdated and needs to be updated. At this point, we are not aware of any proposed legislative fix, but understand that the CTC, regions, the League of Cities and CSAC have opened discussions with the Speaker and President Pro Tem about this issue.

VENTURA COUNTY TRANSPORTATION COMMISSION STATE LEGISLATIVE MATRIX BILL SUMMARY August 26, 2011			
BILL/AUTHOR	SUBJECT	POSITION	STATUS
AB 147 Dickerson	Authorizes use of developer fees for transit, pedestrian, bicycle, and traffic calming capital costs.	Support	Passed Senate 23-16. Assembly concurred in amendments 50-27. To Governor.
AB 892 Carter	Allows Caltrans to continue accepting National Environmental Policy Act delegation.	Support	Passed Senate Environmental Quality Committee 7-0. Passed Senate Appropriations Committee 7-0. Passed Senate 37-0. To Governor.
AB 1229 Feuer	Authorizes regional transportation agencies to authorize issuance Grant Anticipation Notes through the California Transportation Financing Authority.	Support	Passed Senate Transportation & Housing Committee 9-0. In Senate Appropriations Committee.
SB 582 Emmerson	Authorizes ordinances requiring employers to offer commute benefits to employees.	Watch	Passed Assembly 47-28. Senate concurred in Assembly amendments 24-14. Vetoed by Governor.
SB 791 Steinberg	Authorizes regional transportation agencies to seek voter approval of a motorist fee on fuel.	Oppose	In Assembly Rules Committee.

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Item #13

September 9, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
SUBJECT: FISCAL YEAR 2011/12 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 2011/12.

BACKGROUND:

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

The FY 2011/12 POP was developed using the same methodology that was first developed for the FY 2003/04 POP, to provide a fair share distribution of revenues and expenses between the four urbanized areas in the County. A draft of this POP was reviewed and approved by TRANSCOM at its May 2011 meeting, and by the VCTC on June 3, 2011.

DISCUSSION:

The attached Program of Projects table shows the recommended projects for each of the urbanized areas. This final version of the POP has been changed to incorporate revisions to the Simi Valley program based on the budget adopted by the City Council on June 20th, as well as the inclusion of a \$279,000 Congestion Mitigation and Air Quality (CMAQ) project for Thousand Oaks programmed in the 2005 call for project and anticipated to be obligated during the coming year. There has also been a change requested by Thousand Oaks to use its maintenance funds for transit vehicles in general (buses and paratransit), instead of restricting the funds to bus maintenance.

As was noted at the June meeting, because there is still no multi-year federal transportation authorization, there are no authorized funding amounts on which to base the revenue estimates. Should the adopted FY 2010/11 Federal budget be lower than assumed, it will be necessary to make changes in the Program of Projects. However, given the significant chance that federal funding will be cut, some of the transit agencies are assuming a 10% federal cut for budgeting purposes even while programming a higher amount in the POP.

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Also, as noted at the June meeting, there has been a significant reduction in the pre-programmed funds for VISTA, to offset an increase in the federal funding for Metrolink to reflect what formula funding is actually generated by Metrolink service. However, STA funding for Metrolink has been reduced in the current budget. In future years, VCTC will need to budget a significantly increased amount of STA to VISTA to offset the reduced federal funding. Alternatively, VISTA could share with the local operators in receiving the population-based federal funds.

The POP was reviewed and approved by TRANSCOM at its July 14, 2011 meeting. The attached public hearing notice was published in the Ventura County Star on August 30, 2011. No public comments have been received to date.

Final Program of Projects			
The Ventura County Transportation Commission (VCTC) will hold a public hearing on the Final Program of Projects (POP) for the Oxnard, Thousand Oaks, Camarillo and Simi Valley Urbanized Areas (UAs) for projects to be funded with Federal Transit Administration funds in the 2011/12 Fiscal Year (FY 2012). The funds available in FY 2012 are estimated to be \$9,079,000 for the Oxnard UA, \$4,179,000 for the Thousand Oaks UA, \$2,051,000 for the Camarillo UA, and \$2,286,000 for the Simi Valley UA, based on prior year carryover and anticipated FY 2012 apportionment funds, and federal discretionary funds. The public hearing will be held at 9:00 a.m. on Friday, September 9, 2011, in the Camarillo City Council Chamber, 601 Carmen Drive, in Camarillo. The POP is available for public inspection at 950 County Square Drive, Suite 207, Ventura CA 93003.			
FY 2011/12 Federal Transit Program of Projects			
	Total Cost	Federal Share	Local Share & Other
OXNARD/VENTURA URBANIZED AREA			
Gold Coast Transit			
<u>Planning Assistance</u>			
Transit Service Administration & Support	\$350,000	\$280,000	\$70,000
Planning/Admin. Coordinated Paratransit	\$60,000	\$48,000	\$12,000
Marketing & Passenger Awareness Activities	\$312,500	\$250,000	\$62,500
	\$722,500	\$578,000	\$144,500
<u>Capital Assistance</u>			
Preventive Maintenance	\$2,001,320	\$1,601,056	\$400,264
New Maintenance and Operations Facility	\$500,000	\$400,000	\$100,000
ADA Paratransit Service	\$823,506	\$658,805	\$164,701
	\$3,324,826	\$2,659,861	\$664,965
Total Gold Coast	\$4,047,326	\$3,237,861	\$809,465
Ventura County Transportation Commission			
<u>Planning Assistance</u>			
Transit Planning and Programming (FY 11/12)	\$35,000	\$28,000	\$7,000
Transit Planning and Programming (FY 12/13)	\$356,250	\$285,000	\$71,250
Transit Information Center (FY 12/13)	\$256,250	\$205,000	\$51,250
Smart Card Data Management(FY 12/13)	\$313,750	\$251,000	\$62,750
Elderly/Disabled Planning/Eval. (FY 12/13)	\$210,000	\$168,000	\$42,000
VISTA Planning (FY 12/13)	\$231,250	\$185,000	\$46,250
	\$1,402,500	\$1,122,000	\$280,500
<u>Capital Assistance</u>			
VISTA Services – Capital Leases (FY 12/13)	\$821,340	\$657,072	\$164,268
Smart Card Maintenance & Upgrade	\$602,500	\$482,000	\$120,500
Next Bus Upgrade for Bus Stop Signage (Transit Enhancement Funds)	\$93,750	\$75,000	\$18,750
Metrolink Capital Rehabilitation & Refurb	\$2,405,481	\$1,924,385	\$481,096
Metrolink Capital Rehabilitation & Refurb (Section 5309 Rail Modernization)	\$1,974,683	\$1,579,746	\$394,937
	\$5,897,754	\$4,718,203	\$1,179,551
Total VCTC	\$7,300,254	\$5,840,203	\$1,460,051
TOTAL	\$11,347,580	\$9,078,064	\$2,269,516

THOUSAND OAKS/MOORPARK URBANIZED AREA**Ventura County Transportation Commission**Capital Assistance

VISTA Services – Capital Leases (FY 12/13)	\$1,042,261	\$833,809	\$208,452
Metrolink Capital Rehabilitation and Refurb	\$1,101,733	\$881,386	\$220,347
Metrolink Capital Rehabilitation and Refurb (Section 5309 Rail Modernization)	\$1,195,824	\$876,659	\$219,165
Next Bus Upgrade for Bus Stop Signage (Transit Enhancement Funds)	\$37,500	\$30,000	\$7,500
ADA East County Service	\$125,000	\$100,000	\$25,000
Gold Coast Transit Access ADA Service	\$252,803	\$202,242	\$50,561
Total VCTC	\$3,655,426	\$2,924,096	\$731,024

City of Thousand OaksPlanning Assistance

Transit Marketing	\$37,500	\$30,000	\$7,500
Transit Planning	\$25,000	\$20,000	\$5,000
	\$62,500	\$50,000	\$12,500

Capital Assistance

Transit Vehicle Capital Maintenance	\$400,000	\$320,000	\$80,000
Transit Center & Bus Stops Maintenance	\$87,500	\$70,000	\$17,500
Dial-a-Ride Capital Leases	\$200,000	\$160,000	\$40,000
Phone System	\$68,750	\$55,000	\$13,750
Farebox & Voice Annunciators	\$126,985	\$101,588	\$25,397
1 Bus / 1 Service Vehicle / Fare Equipment (CMAQ Funds)	\$279,000	\$279,000	\$0
	\$1,162,235	\$985,588	\$176,647

Total Thousand Oaks **\$1,224,735** **\$1,035,588** **\$189,147**

City of MoorparkCapital Assistance

Vehicle / Camera Capital Maintenance	\$151,500	\$121,200	\$30,300
Dial-a-Ride Capital Leases	\$62,500	\$50,000	\$12,500
Metrolink Station Improvements	\$58,996	\$47,197	\$11,799
Total Moorpark	\$272,996	\$218,397	\$54,599

TOTAL **\$5,152,851** **\$4,178,081** **\$974,770**

CAMARILLO URBANIZED AREA**Ventura County Transportation Commission**Capital Assistance

VISTA Services – Capital Leases (FY 12/13)	\$168,550	\$134,840	\$33,710
ADA East County Service	\$62,500	\$50,000	\$12,500
Total VCTC	\$231,050	\$184,840	\$46,210

City of CamarilloOperating Assistance

Camarillo Area Transit Operating Asst	\$900,000	\$450,000	\$450,000
	\$900,000	\$450,000	\$450,000

Capital Assistance

Camarillo Rail Station Capital Maintenance	\$100,000	\$80,000	\$20,000
One Replacement Dial-a-Ride Bus	\$130,000	\$104,000	\$26,000
	\$230,000	\$184,000	\$46,000

Total Camarillo **\$1,130,000** **\$634,000** **\$496,000**

TOTAL **\$1,361,050** **\$818,840** **\$542,210**

SIMI VALLEY URBANIZED AREA**Ventura County Transportation Commission**Capital Assistance

VISTA Services – Capital Leases (FY 12/13)	\$320,865	\$256,692	\$64,173
Total VCTC	\$320,865	\$256,692	\$64,173

City of Simi ValleyOperating Assistance

Simi Valley Transit Operating Assistance	\$3,327,400	\$1,156,700	\$2,170,700
	\$3,327,400	\$1,156,700	\$2,170,700

Capital Assistance

Maintenance Diagnostic Tool	\$6,500	\$5,200	\$1,300
Preventive Maintenance	\$798,200	\$638,600	\$159,600
Non Fixed-Route ADA Paratransit Capital	\$1,260,200	\$228,600	\$1,031,600
	\$2,064,900	\$872,400	\$1,192,500

Total Simi Valley **\$5,392,300** **\$2,029,100** **\$3,363,200**

TOTAL **\$5,713,165** **\$2,285,792** **\$3,427,373**



Item #14

September 9, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY III (TIGER III) GRANT APPLICATION

RECOMMENDATION:

- In cooperation with the City of Thousand Oaks, prepare an application for \$20 million of TIGER III discretionary federal funds, for the Route 101/23 Interchange Improvements project.

BACKGROUND:

In July the Federal Department of Transportation released a notice of availability of \$527 million nationwide for the third round of the Transportation Investment Generating Economic Recovery program, called TIGER III. The TIGER is a competitive grant program for transportation infrastructure investments of national significance. The TIGER III program contains a 20% match requirement, although projects having a higher match are encouraged. Preliminary applications must be submitted by October 3rd, and final applications by October 31st. The selected projects must be capable of receiving final grant approval by September 30, 2013.

Under the Commission's adopted policy, the top priority highway project in the County is the Route 101/23 Interchange improvements. The City of Thousand Oaks is currently underway with design of this project using \$5.2 million in Federal Recovery Act funds provided by VCTC. The project is anticipated to be ready to advertise for construction by September 2012. At this time there are no funds available for construction, which will cost \$38 million according to the latest estimate. However, the adopted 2012 State Transportation Improvement Program (STIP) Fund Estimate says that VCTC's County Share programming target is \$25.7 million, with these funds estimated to become available in Fiscal Year 15/16 and 16/17. Although VCTC must program against this number the ongoing requirements for Planning, Programming and Monitoring, Metrolink Rehabilitation, and Transportation Enhancements, a significant portion of these funds will likely become available to program for Route 101/23 construction. Thus, the project faces a minimum 3-year delay waiting for the STIP funds to become available, and even at that time the STIP funds will be insufficient for the project. VCTC and Thousand Oaks have been exploring the potential to apply for TIGER III funds to allow the advancing of this project.

DISCUSSION:

Under the concept being developed by VCTC staff and Thousand Oaks, VCTC will, given the significance to the region of the project, serve as the lead agency to apply for \$20 million in TIGER III funds the Route 101/23 project. The City of Thousand Oaks would provide a \$20 million loan from its reserves to provide the local match in time for the project to move forward by the TIGER III September 30, 2013 deadline. Should the TIGER III request be approved, VCTC and Thousand Oaks will ask the California Transportation Commission to approve an AB 3090 cash reimbursement agreement, whereby Thousand Oaks will be repaid with \$20 million in STIP funds from VCTC's County Share, when those funds become available. Staff recommends that the Commission authorize staff, working in conjunction with Thousand Oaks, to begin preparing the TIGER III grant application as described. Should the Commission provide this authorization, staff will return at next month's meeting for approval of the required resolution allowing the grant application to move forward.

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September 9, 2011

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

RECOMMENDATION:

- Approve continuation of the VISTA Free Transfer Program.
- Provide the information contained in this report to all local transit agencies participating in the free Transfer Program for their jurisdiction's actions, with a recommendation that they continue participating in the free transfer program.

BACKGROUND:

In October 2010 the Commission approved a staff recommendation to develop a nine month pilot transfer program throughout the county that would be evaluated after a six month demonstration. January 2011, VISTA with the cooperation of Gold Coast Transit, Simi Valley Transit, Moorpark City Transit, Thousand Oaks Transit, Camarillo Area Transit, and Oxnard Harbors and Beaches Dial-A-Ride began a free transfer program demonstration countywide. The objective was to help bus riders navigate through the different transit systems with ease, allow riders to utilize transit more effectively and create interest in new riders. Riders are able to transfer between systems on a one-way trip with only having to pay one fare. This demonstration expanded on the transfer system between VCTC and the Santa Barbara Metropolitan Transit District, which has been in existence since 2004 and has been a mutual benefit to riders of both systems.

Overall the Transfer Program has been well received by riders. There has been a steady increase in transfer use every month as well as an overall increase in ridership for VISTA. During the six month demonstration, June had the highest transfer use to date, with about 2,923 VISTA to VISTA transfers (rider transferring from one VISTA route to another), 5,830 riders transferring from other transit agencies to VISTA (riders transferring from other systems: Santa Barbara Metropolitan Transit District, Gold Coast Transit, Simi Valley Transit, Moorpark City Transit, Thousand Oaks Transit, Camarillo Area Transit, and Oxnard Harbors and Beaches Dial-A-Ride to VISTA) and 3,376 riders transferring from VISTA to other transit agencies.

During the period of the transit transfer demonstration VISTA ridership has been steadily increasing: January ridership increased 4.8% from the same time last year as well as 3.0% for February, 2.9% for March, 11.8% for April, 12.3% for May and 21.4% increase for June. The increase we see is our average ridership increase. The transfer program has helped promote transit and support ridership throughout the county.

With an average of 7,000 monthly transfers on VISTA and 2,400 monthly transfers on all the other operators combined it is a good start to a transfer program. The number of transfers being utilized is helping about 9,300 new and current riders all throughout Ventura County who are using multiple operators on their trips. It is also promoting transit and at the same time has had a minimal negative impact on the fare revenue stream because the transfers represent a relatively small percent of all trips and overall ridership has increased.

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The hope is that this program is the first step to a seamless and user friendly transit service throughout Ventura County. August 11th TRANSCOM approved to support staff recommendations to continue the transfer program, and that all participating transit agencies continue participating in the free transfer program. With TRANSCOM support staff recommends that the transfer program be continued, and that the continued participation by the partner transit agency is requested and encouraged.

TABLE 1 VISTA RIDESHIP (January-June 2011)

Ridership	January	February	March	April	May	June
FY 2009/10	59,676	65,668	73,116	66,668	59,364	54,902
FY 2010/11	62,563	67,622	75,201	74,564	66,666	66,625
% Change	+4.8%	+3.0%	+2.9%	+11.8%	+12.3%	+21.4%

TABLE 2 VISTA TRANSFERS (January-June 2011)

Transfer Use	January	February	March	April	May	June
VISTA to VISTA	1,194	2,244	3,004	2,753	2,720	2,923
Operator to VISTA	740	3,888	5,081	5,452	4,964	5,830
VISTA to Operator	646	1,772	2,734	2,940	3,074	3,376

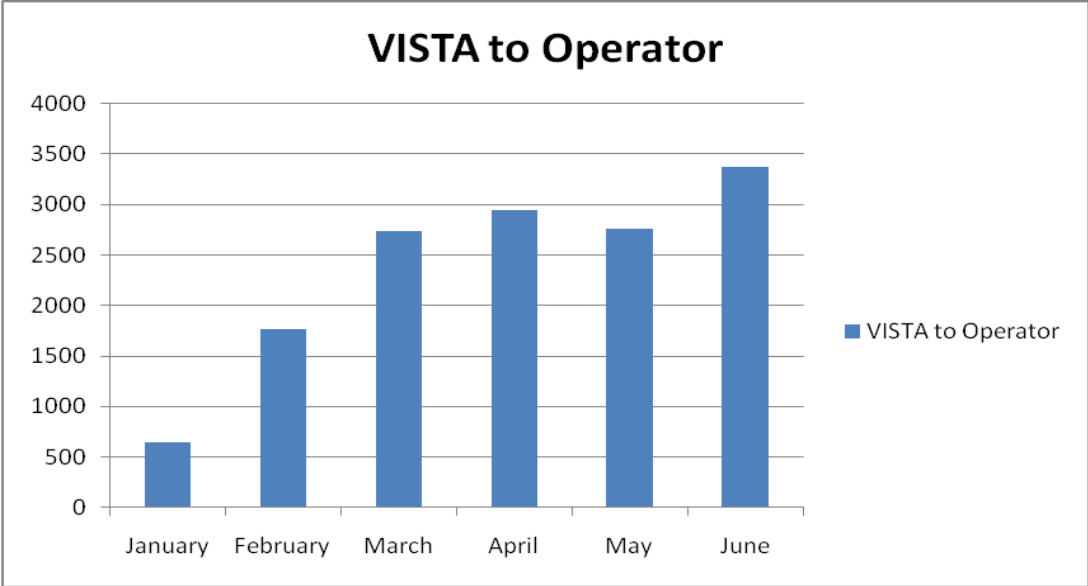
TABLE 3 VISTA TRANSFERS FROM PARTNER TRANSIT SERVICES (January-June 2011)

Operator to VISTA	Total
Simi Valley Transit	1,917
Moorpark City Transit	264
Thousand Oaks Transit	1,287
OHBDAR	4
Gold Coast Transit	11,434
Camarillo Area Transit	35
Santa Barbara Metropolitan Transit District	10,701

TABLE 4 VISTA TRANSFERS TO PARTNER TRANSIT SERVICES (January-June 2011)

VISTA to Operator	Total
Gold Coast Transit	10,714
Simi Valley Transit	2,377
Thousand Oaks Transit	1,365
Moorpark City Transit	86
OHBDAR	0
Camarillo Area Transit	0

CHART 1 VISTA TO PARTNER TRANSIT OPERATOR TRANSFERS



FROM PARTNER TRANSIT OPERATOR TRANSFERS

CHART 2 VISTA

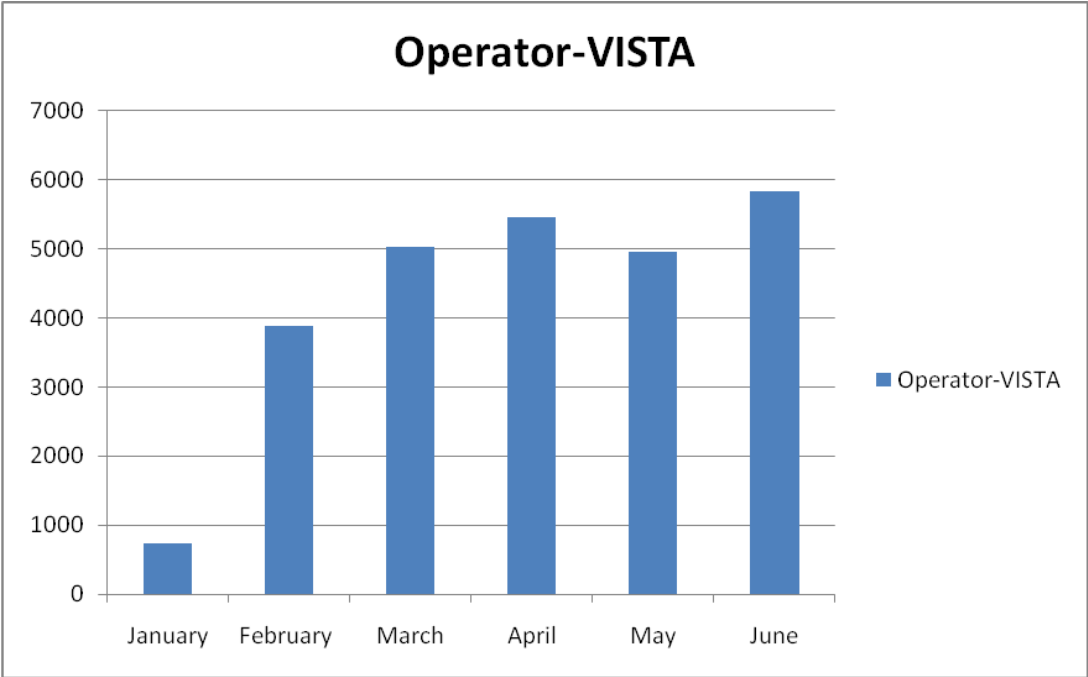


CHART 3 VISTA TO VISTA TRANSFERS

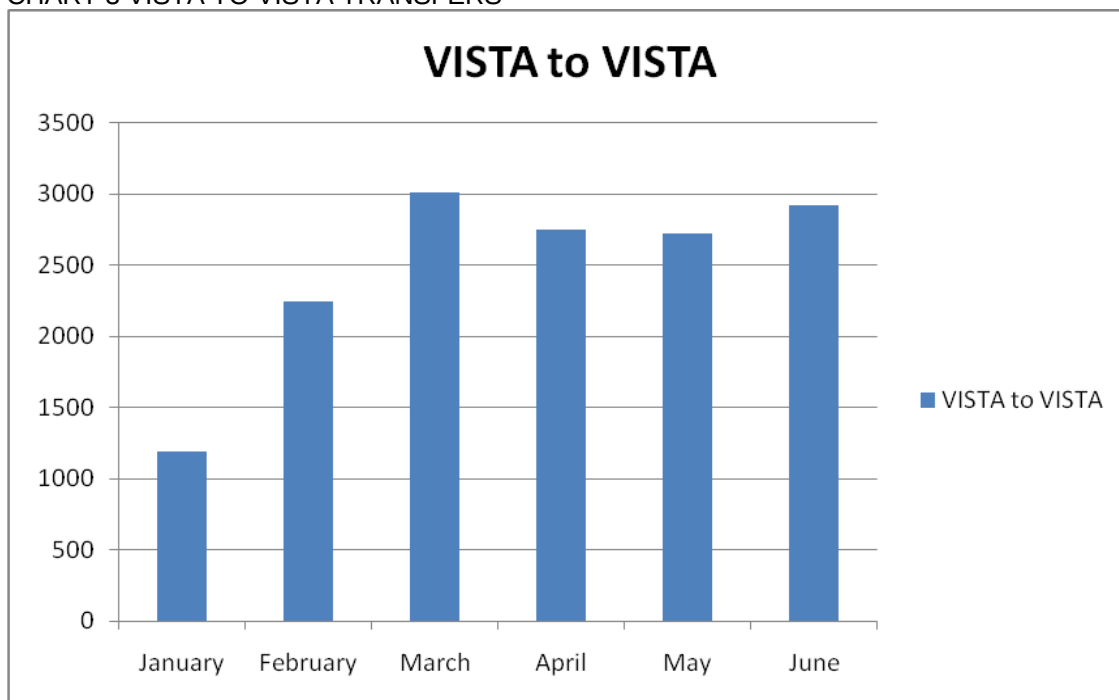


CHART 4 VISTA RIDERSHIP(FIXED ROUTE)

