

**AGREEMENT BETWEEN THE SOUTHERN CALIFORNIA REGIONAL RAIL  
AUTHORITY, VENTURA COUNTY TRANSPORTATION COMMISSION AND SANTA  
BARBARA COUNTY ASSOCIATION OF GOVERNMENTS**

This AGREEMENT (“**Agreement**”), dated for reference purposes as of \_\_\_\_\_, 2024 and effective upon full execution, is by and among the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (“SCRRA”), VENTURA COUNTY TRANSPORTATION COMMISSION (“VCTC”), and the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (“SBCAG”) (collectively, the “**Parties**,” and each, a “**Party**”).

**RECITALS**

THIS AGREEMENT is made with reference to the following facts:

- A. VCTC and SBCAG have been continually working together to develop and implement a commuter train service serving the counties of Ventura and Santa Barbara along the rail network that parallels the congested US 101 highway corridor.
- B. Recently, through their discussions with regional rail operators, SCRRA, the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency (LOSSAN), VCTC and SBCAG have identified the potential opportunity for a phased introduction of one additional round-trip train to be operated on weekdays on Union Pacific’s Santa Barbara subdivision between Moorpark and Santa Barbara/Goleta (the “**Initial Service**”), pursuant to a daily round-trip slot authorization previously granted by Union Pacific to LOSSAN, and SCRRA, LOSSAN JPA, VCTC, and SBCAG desire to explore the possibility of SCRRA operating the Initial Service as an operator on behalf of LOSSAN.
- C. At the request of VCTC and SBCAG, SCRRA has prepared a list of activities that are necessary to support SCRRA in considering SCRRA’s potential operation of the Initial Service, and, if applicable, in developing and implementing an Initial Ventura-Santa Barbara Inter-County Commuter Train Service Plan (the “**Initial Service Plan**”). These activities include, but are not limited to, the following: (1) SCRRA train crew training and territory qualifications, (2) SCRRA staff and consultant review and support; (3) interagency agreements development (including the necessary agreement(s) for track access, and the Operating Agreement for the Initial Service); (4) procurement review and support; and (5) attendance at meetings and participation in conference calls related to the development and implementation of the Initial Service Plan (collectively, the “**SCRRA Initial Service Plan Start-Up Activities**”). The “**Operating Agreement**” referred to in clause (3) above shall include, but not be limited to, terms defining cost, schedule, and reimbursement terms for SCRRA’s operation of the Initial Service. These Initial Service Plan Start-Up Activities, as well as associated costs discussed in Recital D below, are further outlined in Exhibit A, attached hereto and incorporated herein.
- D. In addition, at the request of VCTC and SBCAG, SCRRA has prepared a cost proposal setting forth cost estimates for SCRRA’s performance of the Initial Service Plan Start-Up Activities. These costs estimates include all reasonable costs and expenses anticipated to be incurred by SCRRA in connection with the consideration, development and, if applicable, implementation activities to begin the operation of the Initial Service Plan, including fully-burdened labor costs and direct expenses incurred by SCRRA (collectively, the “**SCRRA Initial Service Plan Start-Up Costs**”). These Initial Service Plan Start-Up Costs are further outlined in Exhibit A.

- E. SBCAG and VCTC have agreed to separately advance funding to SCRRA for the Initial Service Plan Start-Up Costs (pre-revenue incurred expenses) for the consideration and development of the Initial Service Plan. The anticipated SCRRA costs to be funded by SBCAG and VCTC hereunder include SCRRA completion of activities necessary to facilitate the commencement of the Initial Service by October 2025.
- F. VCTC and SBCAG agree to deposit in advance with SCRRA those funds identified in this Agreement as necessary to compensate SCRRA for the Initial Service Plan Start-Up Costs, up to the Maximum Aggregate Amount, in accordance with the terms hereof.
- G. This Agreement only outlines funding obligations for SBCAG and VCTC as they pertain to Initial Service Plan Start-Up Costs. Any obligations to fund the actual operation of the Initial Service shall be allocated pursuant to the future Operation Agreement.

## AGREEMENT

NOW, THEREFORE, the foregoing recitals being incorporated herein and made a part hereof, SCRRA, VCTC, and SBCAG agree as follows:

1. Term. This Agreement is effective when fully executed by the Parties and shall cover SCRRA costs as described in this Agreement through commencement of the Initial Service or June 30, 2026 whichever occurs sooner, unless such date is otherwise revised by written agreement of the Parties.

2. Termination.

**2.1 For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, or local governments, or funds are not otherwise available for payments to be made hereunder, then VCTC, SBCAG, or both as funding Parties, will promptly notify SCRRA and the other Party of such occurrence and may terminate or suspend its participation in this Agreement in whole or in part, with or without a prior notice period. Upon delivery of such notice to SCRRA by either VCTC or SBCAG, (i) SCRRA shall have the right to immediately terminate this Agreement and shall have no obligation to continue performing any of the Initial Service Plan Activities or otherwise pursuing development of the Initial Service Plan or commencement of the Initial Service, and (ii) the Party that delivered such notice shall have no further obligation to make payments with regard to the remainder of the term (if any).

**2.2 For Cause.** Should any Party default in the performance of this Agreement or materially breach any of its provisions, any Party may terminate this Agreement by written notice to the other Parties. The date of termination shall be the date the notice is received by the non-terminating Parties unless the notice directs otherwise.

3. Adequate Consideration. Based on the foregoing facts, the Parties acknowledge and agree that adequate and sufficient consideration exists for the commitments made herein.

4. Initial Payment and Maximum Aggregate Amount for SCRRA Initial Service Plan Start-Up Costs. SBCAG and VCTC agree to compensate SCRRA for Initial Service Plan Activities through advance payments for costs to be incurred by SCRRA in an aggregate amount not-to-exceed \$449,890, as further set forth on Exhibit A attached hereto (the “**Maximum Aggregate Amount**”). The initial \$155,000 payment (the “**Initial Payment**”) shall be paid by SBCAG and VCTC (with each of SBCAG and VCTC

paying 50% of such amount) to SCRRA upon execution of this Agreement, which amount shall be payment for Phase I SCRRA Staff Support activities to consider SCRRA's ability to participate in and operate the Initial Service. Notwithstanding the foregoing, the Parties acknowledge and agree that, if additional amounts are reasonably required for SCRRA to complete the Phase I SCRRA Staff Support activities (for example, if development and negotiation of the Operating Agreement or necessary track access agreements are prolonged or delayed), SCRRA shall notify VCTC and SBCAG of the additional amounts reasonably required in writing, and VCTC and SBCAG shall use commercially reasonable efforts to promptly provide such additional funding, and if such additional funding is not so provided, SCRRA shall not be obligated to complete such Phase I SCRRA Staff Support activities.

Payment to SCRRA for any costs and expenses related to services identified as Phase II or Phase III services in Exhibit A will require written approval by VCTC and SBCAG of any SCRRA-proposed individual scope, schedule and budget for such SCRRA Initial Service Plan Start-Up Costs prior to initiation of such work by SCRRA. VCTC and SBCAG will review and evaluate any Phase II or Phase III SCRRA work plans prior to commitment of any expenditures beyond the Initial Payment. In the event that SCRRA does not utilize all funds paid by SBCAG and VCTC to SCRRA pursuant to this Agreement, SCRRA will promptly return all such unused funds to SBCAG and VCTC.

After completion of Phase I tasks, no other tasks shall be undertaken by SCRRA hereunder, and no other payments shall be made by SBCAG and/or VCTC to SCRRA hereunder, unless and until SBCAG, VCTC, and SCRRA have agreed to and entered into the terms of the Operating Agreement pursuant to which SCRRA has agreed to operate the Initial Service.

If SBCAG and VCTC authorize Phase II and Phase III services, SCRRA understands that any request exceeding \$449,890 in the aggregate will require a written amendment to this Agreement executed by all Parties. Payment for services (other than the Initial Payment, which shall be made upon execution of this Agreement, as described above) will only be made following execution of an Operating Agreement by the Parties, and shall be invoiced as described in Section 3.4 below.

**5. Billing.** SBCAG and VCTC shall jointly fund the Initial Service Plan Start-Up Costs in the Maximum Aggregate Amount outlined herein. SBCAG and VCTC agree to share all costs related to the Initial Service Plan Start-Up Costs equally and shall make equal payments to SCRRA in the amounts described for specific activities described in Exhibit A. Upon execution of the Agreement, VCTC and SBCAG will each provide their share of the Initial Payment to SCRRA. Subject to the requirements for authorization of Phase II and III services as described in Section 3 above, SCRRA shall invoice VCTC and SBCAG separately for payment of their share of costs related to work scope components identified as Phase II and Phase III in advance of such work commencing and SCRRA incurring such costs, and each of SBCAG and VCTC shall pay all amounts included in each such invoice within 30 days of receipt of the applicable invoice. For the avoidance of doubt, SCRRA shall have no obligation to conduct any Initial Service Plan Start-Up Activities until SCRRA has received payment in full from each of SBCAG and VCTC with respect to the applicable activities. The Phase II and Phase III work is currently anticipated to be conducted on the schedule set forth in Exhibit B attached hereto. SCRRA shall provide a monthly report to VCTC and SBCAG of expenses incurred by SCRRA to support and, if applicable, implement the Initial Service Plan until such time as the entire balance of the payments previously made by SBCAG and VCTC to SCRRA are expended or when SCRRA has completed its tasks to implement the Initial Service Plan, whichever occurs first.

**6. Records.** SCRRA shall maintain records of the SCRRA Initial Service Plan Start-Up Costs incurred by SCRRA and paid for by SBCAG and VCTC in accordance with generally accepted accounting principles (GAAP). SCRRA agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual items of cost.

6.1 SCRRA shall maintain and make available for inspection, auditing, or copying by SCBAG and/or VCTC all books, documents, papers, accounting records, and any and all data relevant to this Agreement for a period of three (3) years after the expiration of this Agreement. At any reasonable time, with advance written notice of at least fifteen (15) business days, for the purpose of auditing and verifying the invoices submitted by SCRRA pursuant to this Agreement, VCTC and/or SBCAG can request access to inspect the requested documents and SCRRA shall provide such assistance as may be reasonably required in the course of such inspection. SCRRA shall not dispose of, destroy, alter, or mutilate said books, records, accounts and data in any manner whatsoever for the three-year period.

6.2 Pursuant to California Government Code Section 8546.7, the parties to this Agreement agree that they are subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment under this Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering this Agreement.

**7. Dispute Resolution.** This is a collaborative Agreement and the Parties agree to work together and assist one another with the implementation of this Agreement and to resolve any disputes concerning any payments hereunder. Should it be necessary to elevate any dispute to higher authorities, said disputes will be resolved by the Executive Directors of VCTC and SBCAG and SCRRA's Chief Executive Officer or their designees.

**8. Compliance with Laws/Regulatory Approvals.** The Parties each individually acknowledge and agree that the Parties execution of this Agreement shall not be deemed to imply that any required approvals will be obtained by any relevant Parties' respective governing boards or staff, or any other entity in connection with the conduct of the SCRRA Initial Service Plan Start-Up Activities or the commencement of Initial Service. The Parties acknowledge and agree that this Agreement does not constitute a commitment by SCRRA to conduct any activities or spend any funds for which additional approvals or consents are required, if such additional approvals or consents are not obtained, nor a commitment by SCRRA to obtain any such approvals or consents. Notwithstanding the foregoing, however, the Parties agree to use commercially reasonable efforts to facilitate the consideration, and, if applicable, the development and implementation, of the Initial Service, provided that in no event shall SCRRA be required to incur any out-of-pocket costs in connection therewith except to the extent funded by payments from VCTC and SBCAG of the SCRRA Initial Service Plan Start-Up Costs hereunder, By entering into this Agreement, all Parties acknowledge and agree that, with regard to the performance of this Agreement, they each must meet all their obligations to comply with all applicable present or future laws, ordinances, resolutions, regulations, requirements, proclamations, order or decrees, of any governmental, administrative or regulatory authority having jurisdiction over the Parties (collectively, "**Laws**"). By entering into this Agreement, SCRRA is agreeing only to perform the SCRRA Initial Service Plan Start-Up Activities to the extent it is authorized or permitted to do so, and is not making any commitment to conduct, or guarantee that it will or will be authorized to conduct, the Initial Service. The Parties acknowledge and agree that additional agreements, among the Parties and with certain third parties, will be required to be negotiated and entered into in advance of the commencement of the Initial Service, and no Party is guaranteeing or ensuring that such agreements will be reached or entered into.

## 9. General Provisions

**9.1. Non-Partnership; Attorneys' Fees.** This Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, separate entity or agency, or formal business organization of any kind. The rights and obligations of the Parties shall be only those expressly set forth herein. If any Party fails to perform any of its respective obligations under this Agreement or if any dispute arises between the Parties hereto concerning the meaning or interpretation of any provision of this Agreement that is not resolved pursuant to **Section 7** above, then the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party on account of such default or in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable Attorneys' Fees and Costs (as defined below). Any such Attorneys' Fees and Costs incurred by any Party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such Attorneys' Fees and Costs obligation is intended to be several from the other provisions of this Agreement and to survive and not be merged into any such judgment. "**Attorneys' Fees and Costs**" shall include any and all attorneys' fees, costs, expenses and disbursements, including, but not limited to, expert witness fees and costs, travel time and associated costs, transcript preparation fees and costs, document copying, exhibit preparation, courier, postage, facsimile, long-distance and communications expenses, court costs and the costs and fees associated with any other legal, administrative or alternative dispute resolution proceeding, fees and costs associated with execution upon any judgment or order, and costs on appeal.

**9.2. Amendment.** This Agreement may be amended only by a writing signed by all Parties and by no other means.

**9.3. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating to such subject matter are superseded in their entirety by this Agreement. No prior drafts of this Agreement or changes between those drafts and the executed version shall be introduced as evidence in any litigation or other dispute resolution proceeding by any party or other person, and no court or other body should consider such drafts in interpreting this Agreement. Each Party waives its future rights to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

**9.4. Waiver.** The waiver by either Party hereto of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

**9.5. Notice.** Except as otherwise expressly provided in this Agreement, all notices, demands, approvals, consents and other formal communications between SBCAG, VCTC, and SCRRA required or permitted under this Agreement shall be in writing and shall be deemed given and effective upon the date of receipt if given by personal delivery or delivered by a nationally-recognized overnight delivery service on a business day (or the next business day if delivered personally on a day that is not a business day); or if mailed five (5) business days after deposit with the U.S. Postal Service for delivery by United States registered or certified mail, first class postage prepaid, to VCTC, SBCAG or SCRRA at their respective addresses for notice designated below. For convenience of the Parties hereto, copies of notices may also be given by electronic mail to the e-mail address set forth below. All notices shall be

properly addressed and delivered to the Parties at the addresses set forth below or at such other addresses as either Party may designate by written notice. This section shall not be construed as meaning that Parties agree to service of process except as required by applicable law.

- A. If to SCRRA  
Southern California Regional Rail Authority  
900 Wilshire Blvd, 15<sup>th</sup> Floor  
Los Angeles, CA 90017  
Attention: Paul Hubler, Chief Strategy Officer  
E-mail: [hublerp@scrra.net](mailto:hublerp@scrra.net)
  
- B. If to VCTC  
Ventura County Transportation Commission  
751 East Daily Dive ,Suite 420  
Camarillo, CA 93010  
Attention: Claire Grasty, Public Transit Director  
E-mail: [cgrasty@goventura.org](mailto:cgrasty@goventura.org)
  
- C. If to SBCAG:  
Santa Barbara County Association of Governments  
260 North San Antonio Road, Suite B  
Santa Barbara, CA 93110  
Attention: Aaron Bonfilio, Director of Multimodal Programs  
E-mail: [abonfilio@sbcag.org](mailto:abonfilio@sbcag.org)

**9.6. Governing Law.** This Agreement has been made in and its validity, performance and effect shall be determined in accordance with the laws of the State of California.

**9.7. Successors and Assigns.** This Agreement is binding upon and will inure to the benefit of the successors and assigns of SCRRA, SBCAG and VCTC. Where the term “SCRRA” or “SBCAG” or “VCTC” is used in this Agreement, it means and includes such Party’s respective successors and assigns.

**9.8. Severability.** If any provision of this Agreement, or its application to any person, entity or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other person, entity or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so modified by and in response to such invalidation would be grossly inequitable under all of the circumstances, or would frustrate the fundamental purposes of this Agreement.

**9.9 Debarment and Suspension.** Each Party certifies that it and its officials, employees, and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or local government contracts. Each Party certifies that it shall not contract with a contractor to complete activities under this Agreement that is so debarred or suspended.

**9.10 Conflict of Interest.** The Parties covenant that they presently have no employment or interest

and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Each Party agrees to promptly disclose, in writing, any potential conflict of interest. The Parties retain the right to waive a disclosed conflict of interest if it is determined to be immaterial; such waiver is only effective if provided by in writing

**9.11 Section Headings.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**9.12 Remedies Not Exclusive.** No remedy herein conferred upon or reserved is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**9.13 Execution of Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument. This Agreement, and any and all agreements and instruments executed and delivered in accordance herewith, along with any amendments hereto or thereto, to the extent signed and delivered by means of facsimile or other electronic format or signature (including e-mail, “pdf”, “tif”, “jpg”, DocuSign and Adobe Sign), will be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and will be considered to have the same legal effect, validity, and enforceability as if it were the original signed version thereof delivered in person to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act, or any similar state law based on the Uniform Electronic Transactions Act.

**9.14 Authority.** All signatories and Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this Agreement have been fully complied with.

**9.15 Survival.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**10. Insurance.** Each Party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

**11. Indemnification.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to California Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or

willful misconduct of the indemnifying Party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement. No Party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

**11.1 Notification of Accidents and Survival of Indemnification Provisions.** Parties shall notify the other Parties immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

**12. Nondiscrimination.** The Parties shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in Title 49, Code of Federal Regulations (CFR), Part 21 as they may be amended from time to time which are herein incorporated by reference and made a part of this Agreement. Neither the Parties nor any contractor of any Party shall discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.

*[Signatures on following page.]*



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first hereinbelow written.

**SBCAG:** SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS

By: \_\_\_\_\_  
Marjorie Kirn  
Executive Director

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_  
Sr. Deputy Counsel  
SBCAG Counsel

Date: \_\_\_\_\_

**VCTC:** VENTURA COUNTY TRANSPORTATION COMMISSION

By: \_\_\_\_\_  
Martin R. Erickson  
Executive Director

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Steven T. Mattas  
VCTC Counsel

Date: \_\_\_\_\_

**SCRRA:** SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By: \_\_\_\_\_  
Darren Kettle  
Chief Executive Officer

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Don Del Rio  
SCRRA Counsel

Date: \_\_\_\_\_

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**EXHIBIT A**

**SCRRA INITIAL SERVICE PLAN START-UP COSTS  
SCOPE OF WORK & BUDGET  
SANTA BARBARA-VENTURA INTER-COUNTY COMMUTER TRAIN SERVICE  
(DECEMBER 2024)**

<b>Task</b>	<b>SCRRA Task</b>	<b>Phase</b>	<b>Budget</b>	<b>VCTC Share</b>	<b>SBCAG Share</b>
1.	Staff Support – including development of the Operating Agreement (Operations and Railroad Services)	I	\$155,500	\$77,750	\$77,750
2.	Crew Training (for New Route)	II	\$154,190	\$77,095	\$77,095
3.	Training Train	II	\$37,500	\$18,750	\$18,750
4.	Communications/PR Agency	III	\$25,000	\$12,500	\$12,500
5.	Alta (Call Center)	III	\$2,700	\$1,350	\$1,350
6.	Paid Advertisement	III	\$75,000	\$37,500	\$37,500
	<b>TOTAL</b>		<b>\$449,890</b>	<b>\$224,945</b>	<b>\$224,945</b>

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**Exhibit B**

SCRRA TASK	DESCRIPTION	PHASE	November	December	January	February	March	April	May	June	Budget
1	Staff Support - LOSSAN and UPRR Negotiations, interagency agreements, UPRR schedule approvals, and Operating Agreement Development	I									\$ 110,500
2	Crew Training for new route	II									\$ 154,190
3	Training Train	II									\$ 37,500
4	Communications / PR Agency	III									\$ 25,000
5	Alta Call Center	III									\$ 2,700
6	Paid Avertisement	III									\$ 75,000
<b>TOTAL (VCTC &amp; SBCAG)</b>											<b>\$ 404,890</b>