



**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, APRIL 1, 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 MARCH 4, 2011 REGULAR VCTC MEETING –PG.4](#)**
- 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

Receive and file.

Responsible Staff: Sally DeGeorge

9B. RAIL OPERATIONS UPDATE – PG.16

Receive and file.

Responsible Staff: Mary Travis

9C. VISTA QUARTERLY RIDERSHIP REPORT- PG.19

Receive and file.

Responsible Staff: Myra Montejano

9D. VCTC PERSONNEL POLICIES AND PROCEDURES RESOLUTION – PG.23

Approve Resolution #2011-04 to Adopt the Updated Personnel Policies and Procedures Manual

Responsible Staff: Darren Kettle

9E. HP COMMUNICATIONS LICENSE AGREEMENT- PG.26

Approve a License Agreement with HP Communications Inc. at the Quimisa Drive railroad crossing, Simi Valley.

Responsible Staff: Mary Travis

9F. ROADRUNNER LEASE AGREEMENT – PG.32

Approve an access lease with Roadrunner Shuttle Inc. at the Camarillo Rail Station

Responsible Staff: Mary Travis

10. CALPERS PENSION SIDE FUND – PG.37

Accelerate the pay-off of the CalPERS pension side fund with a lump sum payment of \$444,358 by July 31, 2011.

Responsible Staff: Sally DeGeorge

11. FY 2011/12 DRAFT BUDGET – PUBLIC HEARING – PG.40

- Receive the Fiscal Year 2011/2012 Draft Budget
- Conduct Public Hearing to receive testimony on the Fiscal Year 2011/2012 Draft Budget as presented.

Responsible Staff: Sally DeGeorge

12. VENTURA COUNTY BIKE MAP RFP – PG.42

Authorize staff to publish a Request For Proposal (RFP) seeking the redesign and printing of an updated Ventura County Bikeways Map.

Responsible Staff: Steve DeGeorge

13. LEGISLATION – PG.60

Adopt the following positions on legislation:

1. AB1308 (Miller) – Support
2. SB 468 (Kehoe) – Oppose Unless Amended
3. HR 526 (Calvert) – Support

Receive and file the state legislative report and matrix (Attachment E).

Responsible Staff: Peter De Haan

14. ADOPT PRIORITIZED LIST OF PROJECTS FOR FTA SECTION 5310 (ELDERLY AND DISABLED SPECIALIZED TRANSIT) GRANTS – PG.69

- Adopt the attached list of FY 2010/11 project scores; and,
- Authorize the Executive Director to certify the applications and forward the applications and prioritized list to the California Department of Transportation (Caltrans).

Responsible Staff: Ed Webster

15. COMPREHENSIVE TRANSPORTATION PLAN PRESENTATION – PG.72

Receive and File

Responsible Staff: Darren Kettle

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. CLOSED SESSION

Pursuant to Government Code section 54957(b)(1), public employee evaluation:

Executive Director

General Counsel

18. ADJOURN

The next Commission meeting is scheduled to be held at 9:00 a.m. Friday, **May 13**, 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, MARCH 4, 2011
9:00 AM**

Members Present: Bill Fulton
John Zaragoza
Ralph Fernandez
Peter Foy
Brian Humphrey
Kathy Long
Michael Morgan
Irene Pinkard
Keith Millhouse
Jon Sharkey
Linda Parks
Carlton Strobel
Steve Sojka
Patti Walker
Mike Miles

Call To Order

Pledge of Allegiance

Roll Call

Public Comments for those items not listed in this agenda

APPROVE SUMMARY FROM FEBRUARY 4, 2011 REGULAR VCTC MEETING- *Approved*

CALTRANS REPORT

EXECUTIVE DIRECTOR REPORT

State and Federal Transportation Funding Uncertainty - Over the coming days and weeks we will be carefully watching state and federal budget developments. Congress has now approved a new Continuing Resolution to keep the government running for two weeks while the Senate and the House negotiate cuts for the full year's budget. Two weeks ago, the House passed a Continuing Resolution to fund the remaining budget year, through September 30th, while incorporating \$61 billion of cuts from last year's budget. Transportation would absorb significant hits to Positive Train Control and High Speed Rail, including rescissions of last year's allocations. Fortunately, the only federal funds in the Metrolink Positive Train Control budget are approximately \$30 million of FY 2008/09 funds, and these funds are not included in the cuts. However, Southern California as a whole would be negatively impacted by the loss of \$25 million in FY 2009/10 Positive Train Control funds slated for San Diego. The one Ventura County impact of which staff is aware would be the loss of a \$750,000 High Speed Rail earmark for the Metrolink Sealed Corridor project. We understand that another potential cut being considered in the negotiations is the rescission of all FY 2009/10 earmarks, which would impact the \$500,000 for the Route 101/23 Interchange, and the \$700,000 for the Rice/101 Interchange.

The State Legislature is rapidly approaching the March 10th deadline for approving a State Budget package, including a possible special election to consider tax increase extensions. The primary transportation issues in the State Budget are the reapproval of the fuel tax swap and the decision on how much to fund State Transit Assistance, but there does not appear to be significant controversy regarding the Governor's proposal for transportation. In fact, understand that the reapproval of the transportation tax swap will be combined with the overall budget and special election vote. However, transportation funding, especially STA, will likely experience further cuts should the tax increase extension not be approved.

Support Letter for Confirmation of new CTC Member Fran Inman - On your desk is a letter we sent in support of the Senate confirmation hearing for California Transportation Commission Fran Inman. Commissioner Inman has worked very effectively in forging a consensus of Southern California public and private interests in support of transportation investment, and we expect her to be a strong advocate on the CTC.

Free Bus Transfer Pilot Program Update - The Transfer Program, begun in mid-January, has received excellent feedback and has been very well received by our riders. In the first two weeks we had to reorder transfers due to the high demand. We received about 1,240 VISTA to VISTA transfers (riders transferring from one VISTA route to another), 700 from other transit agencies to VISTA (riders transferring from other systems GCT, SVT, MCT, TOT, CAT, OHBDAR to VISTA) and 650 VISTA to other agency transfers in only two weeks. The Transfer Program has really had a positive effect on our ridership; January ridership increased about five percent from the same month last year making it the highest ridership for January. This coordination between transit agencies has made it easier for our current riders to transfer from one system to another and has caught the interest of new riders.

118 Widening Ribbon Cutting - Caltrans will be hosting the Ribbon Cutting Celebration for widening Hwy 118 to four lanes in the westbound direction from the L.A. County line to Tapo Canyon. The celebration is scheduled for March 15, 2011 at 10:30 AM and it will take place at the Park n Ride parking lot at the Tapo Canyon off ramp north of the freeway. All commissioners are invited to attend.

Mobility 21 Board of Directors DC Trip - I participated in Mobility 21's annual Board of Directors Washington DC transportation advocacy trip February 15-17. Given the climate towards revenue enhancements Mobility 21 focused on other initiatives including breaking down federal barriers to transportation project delivery, transportation investment that supports global competitiveness, and leveraging federal funds with local funds. A key issue raised by many Congressional offices was an opinion about pursuing a shorter two year authorization bill that would extend through the next Presidential election cycle, ostensibly hoping that at that time the mood will change toward new revenues, or proceeding with the standard six year authorizing act under the assumption that not much will change in the next two years. With the short term extension of SAFETEA-LU through the end of this federal fiscal year, the question of a new two year or six year bill will be an ongoing topic of discussion through the summer of 2011. While Mobility 21 was in DC, the Administration released its 6 year transportation authorization act proposal that included in excess of \$550 billion in transportation investment with \$50 billion immediately available to high speed rail project construction to serve as a jobs generating. However, while the proposed

funding amount is substantially higher than what is currently authorized in SAFETEA-LU, the amount of identified revenue to support a transportation program is more in the range of \$260 billion, so many in Congress, and transportation advocates dismissed the Administration's proposal as a non-starter.

ADDITIONS/REVISIONS - None

CONSENT CALENDAR

MONTHLY BUDGET REPORT - Receive and file the monthly budget report for January, 2011.

RAIL OPERATIONS UPDATE - Receive and file the Commuter Rail Program Update.

MARKETING BUDGET AMENDMENT - Amend the VCTC Fiscal Year 2010/2011 Marketing and Community Outreach Task budget to include \$50,000 in Federal Transit Administration (FTA) Congestion Mitigation Air Quality(CMAQ)funds for bus graphic redesign and decals.

SANTA PAULA BRANCH LINE BUDGET AMENDMENT - Amend the Santa Paula Branch Line Budget to include expenditure of \$45,473 for the Santa Paula Branch track work project and revenues of \$45,473 from the State Transportation Improvement Program (STIP).

LEGISLATIVE REPORT - Receive and file legislative report

REQUEST FOR PROPOSALS FOR TRANSPORTATION DEVELOPMENT ACT (TDA) FISCAL AND COMPLIANCE REPORTS - Approve the Request for Proposals (RFP) for completion of State required Transportation Development Act (TDA) annual fiscal and compliance audits of TDA claimants for distribution to appropriate consulting firms.

ACQUISITION OF SURPLUS MOORPARK TRANSIT VEHICLES

- Authorize negotiations with the City of Moorpark for the possible acquisition of two surplus Moorpark buses.
- Authorize negotiations with FATCO and Coach America regarding possible operation of a VISTA Route 126 service.
- Direct the Executive Director to pursue additional funding sources, including, but not limited to Ventura College.

All Items on Consent Calendar Approved As Presented

AMENDMENT TO HANSEN BRIDGETT CONTRACT

Amend agreement with Hanson Bridgett LLP (HB) for legal services to develop and assist in implementation of a retirement healthcare plan increasing the not to exceed amount by \$24,700 to \$99,600.

Approved (Commissioners Millhouse and Walker opposed)

ACTUARIAL VALUATION FOR OTHER POST EMPLOYEMENTS (OPEB) BENEFITS

- Receive and file the Other Postemployment Benefits (OPEB) actuarial valuation by Bartel Associates LLC.
- Increase the OPEB prefunding budget from \$126,000 to \$138,000 based on the updated actuarial valuation with the \$12,000 increase to be funded from the unobligated general fund balance.

Approved

PERSONNEL POLICIES AND PROCEDURES

Approve Updated Personnel Policies and Procedures Manual.

Approved

UNPAID/DELINQUENT RENTS

Place tenants' nonpayment/delinquent payment information on the consent agenda to authorize the service of notices to pay rent or quit and grant authority to serve and file the unlawful detainer actions immediately following the tenants' failure to meet the terms of the notices.

Approved

AGRICULTURAL WORKER VAN POOL PROGRAM JPA

- Approve Attachment A, CalVans Joint Powers Authority
- Appoint one commissioner and one alternate to the CalVans Board of Directors

Approved

(Commissioner Morgan will serve on the Board of Directors and Commissioner Zaragoza will serve as the Alternate)

DRAFT TRANSPORTATION DEVELOPMENT ACT (TDA) LOCAL TRANSPORTATION FUND (LTF) APPORTIONMENT FY 2011/12

Adopt the Local Transportation Fund Draft Apportionment for Fiscal Year 2011/2012 apportioning \$29.4 million including increasing reserves to approximately 10% of the amount apportioned to local agencies as shown in Attachment 1, Option C.

Approved (Commissioners Sojka and Morgan Opposed)

CALTRANS COMMUNITY BASED TRANSPORTATION GRANTS

- Authorize staff to submit a \$250,000 Caltrans Community-Based Transportation Planning competitive grant on behalf of California State University Channel Islands (CSUCI) for the development of a bike sharing program.
- Approve the attached resolution in support of the Community-Based Transportation Planning Grant.
- Authorize the Executive Director to submit the attached letter of support to the Santa Barbara County Association Governments (SBCAG) for their submittal of a Caltrans Community-Based Transportation Planning competitive grant to perform a license plate survey.
- Authorize the Executive Director to contribute \$10,000 in Local Transportation Funds (LTF) to be used as local match for Santa Barbara County Association Governments (SBCAG) for their submittal of a Caltrans Community-Based Transportation Planning competitive grant to perform a license plate survey.

Approved

DIESEL MULTIPLE UNIT (DMU) FEASIBILITY STUDY

Authorize development of a Scope of Work, Request for Proposal and budget amendment to perform a Diesel Multiple Unit (DMU) feasibility study.

Approved

REVISIONS TO CMAQ PROGRAM AND APPROVAL OF CMAQ PROGRAM OF PROJECTS (POP) - PUBLIC HEARING

- Approve Congestion Mitigation and Air Quality (CMAQ) program changes as follows:

Simi Valley: Shift \$41,000 in CMAQ funds from the Transit Maintenance Facility Expansion and \$113,090 in CMAQ from the delayed Expansion Paratransit Van Purchase to the Garage Modernization project. Program \$113,090 of CMAQ in Fiscal Year (FY) 2012/13 for the Expansion Paratransit Van Purchase.

Thousand Oaks: Shift \$60,000 in CMAQ funds from the Street Sweeper Alternate-Fueled Vehicle Replacement to the Transit Service Hours Extension, and revise the scope of the Transit Service Hours Extension to include fixed-route transit as well as dial-a-ride services.

- Approve Fiscal Year (FY) Program of Projects for CMAQ as shown in the Attachment.

Approved

REQUEST FROM CITY OF MOORPARK TO PURCHASE MOORPARK TRAIN STATION NORTH PARKING LOT PARCEL

Authorize staff to negotiate sale of Moorpark Train Station north parking lot parcel to the Moorpark Redevelopment Agency.

Approved

VISTA PROMOTIONAL FARES

Approve the recommended VISTA promotional fare policy and authorize the Executive Director to implement the policy.

Approved

COMPREHENSIVE TRANSPORTATION PLAN UPDATE – Continued to April 1, 2011

GENERAL COUNSEL’S REPORT – No Report

REPORTS FROM OTHER AGENCIES

SCAG

John Procter reported the following:

- SCAG is in the process of updating city profiles. Local City demographics have been sent to the cities for verification.
- The SCAG General Assembly will be held May 5-6.
- 2010 Census Data will be released next week.

CLOSED SESSION – Continued to April 1, 2011

Pursuant to Government Code section 54957(b)(1), public employee evaluation:

Executive Director

General Counsel

ADJOURN

The next Commission meeting is scheduled to be held at 9:00 a.m. Friday, **April 1, 2011**, Camarillo City Hall, City Council Chambers, 601 Carmen Drive, Camarillo.



Item # 9A

April 1, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: SALLY DEGEORGE, FINANCE DIRECTOR

SUBJECT: MONTHLY BUDGET REPORT

RECOMMENDATION:

- Receive and file the monthly budget report for February 2011

BACKGROUND:

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

The February 28, 2011 budget report indicates that revenues were approximately 68.4% of the adopted budget while expenditures were approximately 34.9% of the adopted budget. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on a percentage or monthly basis. For instance, some revenues are received at the beginning of the year while other revenues are received after grants are approved by federal agencies. In many instances, VCTC incurs expenses in advance of the revenues.

The GARVEE bond funds from the State were received the end of January. These funds were used to partially pay off the Lewis Road Bond on March 1, 2011.

**VENTURA COUNTY TRANSPORTATION COMMISSION
BALANCE SHEET
AS OF FEBRUARY 28, 2011**

ASSETS

Assets:

Cash and Investments - Wells Fargo Bank	\$ 2,221,408
Cash and Investments - County Treasury	18,230,553
Cash and Investments - Bank of New York	24,247,533
Petty Cash	50
Receivables/Due from other funds	2,812,847
Prepaid Expenditures	818,373
Deposits	10,380

Total Assets: **\$48,341,144**

LIABILITIES AND FUND BALANCE

Liabilities:

Accrued Expenses/Due to other funds	\$ 5,163,032
Deferred Revenue	377,668
Advance from DOT	54,511
Deposits	3,075

Total Liabilities: **\$ 5,598,286**

Net Assets:

Fund Balance	<u>\$42,742,858</u>
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Total Liabilities and Fund Balance: **\$48,341,144**

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE EIGHT MONTHS ENDING FEBRUARY 28, 2011**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Debt Service Actual	Capital Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Revenues										
Federal Revenues	\$ 6,957,517	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 6,957,517	\$15,779,511	(8,821,994)	44.09
State Revenues	247,145	17,523,900	2,427,794	365,382	21,474,844	0	42,039,065	57,411,053	(15,371,988)	73.22
Local Revenues	4,106,600	0	0	10,000	0	0	4,116,600	4,422,799	(306,199)	93.08
Other Revenues	1,036	0	0	0	0	0	1,036	0	1,036	0.00
Interest	1,533	29,918	33,675	12,026	1,012	773	78,937	210,000	(131,063)	37.59
Total Revenues	11,313,831	17,553,818	2,461,469	387,408	21,475,856	773	53,193,155	77,823,363	(24,630,208)	68.35
Expenditures										
Administration										
Personnel Expenditures	1,438,587	0	0	0	0	0	1,438,587	2,470,624	(1,032,037)	58.23
Legal Services	13,712	0	0	0	0	0	13,712	35,000	(21,288)	39.18
Professional Services	59,264	0	0	0	0	0	59,264	110,000	(50,736)	53.88
Office Leases	89,610	0	0	0	0	0	89,610	131,300	(41,690)	68.25
Office Expenditures	149,746	0	0	0	0	0	149,746	271,675	(121,929)	55.12
Total Administration	1,750,919	0	0	0	0	0	1,750,919	3,018,599	(1,267,680)	58.00
Programs and Projects										
Transit & Transportation Program										
Senior-Disabled Transportation	61,746	0	0	0	0	0	61,746	252,800	(191,054)	24.42
Go Ventura Smartcard	121,910	0	0	0	0	0	121,910	819,178	(697,268)	14.88
VISTA Fixed Route	3,343,229	0	0	0	0	0	3,343,229	5,240,660	(1,897,431)	63.79
VISTA DAR	1,459,687	0	0	0	0	0	1,459,687	2,339,200	(879,513)	62.40
Nextbus	7,935	0	0	0	0	0	7,935	879,650	(871,715)	0.90
Trapeze Paratransit & Dispatch	13,423	0	0	0	0	0	13,423	30,200	(16,777)	44.45
Transit Grant Administration	6,072,165	0	0	0	0	0	6,072,165	12,430,825	(6,358,660)	48.85
Total Transit & Transportation	11,080,095	0	0	0	0	0	11,080,095	21,992,513	(10,912,418)	50.38
Highway Program										
Congestion Management Program	5,100	0	0	0	0	0	5,100	25,000	(19,900)	20.40
Motorist Aid Call Box System	0	0	0	199,277	0	0	199,277	462,900	(263,623)	43.05
SpeedInfo Highway Speed Sensor	0	0	0	90,600	0	0	90,600	144,200	(53,600)	62.83
Road & Highway Projects	2,028,171	0	0	0	0	574,992	2,603,163	3,952,200	(1,349,037)	65.87
Total Highway	2,033,271	0	0	289,877	0	574,992	2,898,140	4,584,300	(1,686,160)	63.22

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Debt Service Actual	Capital Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Rail Program										
Metrolink Commuter Rail	1,434,436	0	0	0	0	0	1,434,436	5,227,627	(3,793,191)	27.44
LOSSAN & Coastal Rail	23,414	0	0	0	0	0	23,414	32,683	(9,269)	71.64
Santa Paula Branch Line	440,760	0	0	0	0	0	440,760	422,850	17,910	104.24
Total Rail	1,898,610	0	0	0	0	0	1,898,610	5,683,160	(3,784,550)	33.41
Commuter Assistance Program										
Dial A Route Transit Information	13,742	0	0	0	0	0	13,742	27,000	(13,258)	50.90
Rideshare & Employer Services	18,381	0	0	0	0	0	18,381	52,217	(33,836)	35.20
Total Commuter Assistance	32,123	0	0	0	0	0	32,123	79,217	(47,094)	40.55
Planning & Programming										
TDA LTF & STA Administration	198,592	10,232,130	0	0	0	0	10,430,722	21,579,623	(11,148,901)	48.34
Transportation Improvement Program	6,286	0	0	0	0	0	6,286	12,600	(6,314)	49.89
Regional Transportation Planning	14,779	0	0	0	0	0	14,779	149,500	(134,721)	9.89
Regional Transit Planning	66,781	0	0	0	0	0	66,781	276,200	(209,419)	24.18
Freight Movement	59,820	0	0	0	0	0	59,820	594,080	(534,260)	10.07
Total Planning & Programming	346,258	10,232,130	0	0	0	0	10,578,388	22,612,003	(12,033,615)	46.78
General Government										
Marketing & Community Outreach	211,250	0	0	0	0	0	211,250	499,332	(288,082)	42.31
State & Federal Relations	36,996	0	0	0	0	0	36,996	62,455	(25,459)	59.24
Debt Service	0	0	0	0	626,602	0	626,602	24,586,253	(23,959,651)	2.55
Management & Administration	14,676	0	0	0	0	0	14,676	431,061	(416,385)	3.40
Total General Government	262,922	0	0	0	626,602	0	889,524	25,579,101	(24,689,577)	3.48
Total Expenditures	17,404,198	10,232,130	0	289,877	626,602	574,992	29,127,799	83,548,893	(54,421,094)	34.86
Revenues over (under) expenditures	(6,090,367)	7,321,688	2,461,469	97,531	20,849,254	(574,219)	24,065,356	(5,725,530)	29,790,886	(420.32)

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Debt Service Actual	Capital Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Other Financing Sources										
Transfers Into GF from LTF	1,566,277	0	0	0	0	0	1,566,277	1,607,360	(41,083)	97.44
Transfers Into GF from STA	1,289,358	0	0	0	0	0	1,289,358	4,090,395	(2,801,037)	31.52
Transfers Into GF from SAFE	30,834	0	0	0	0	0	30,834	695,800	(664,966)	4.43
Transfers Into DS from Cap	0	0	0	0	730	0	730	0	730	0.00
Transfers Out of LTF into GF	0	(1,566,277)	0	0	0	0	(1,566,277)	(1,607,360)	41,083	97.44
Transfers Out of STA into GF	0	0	(1,289,358)	0	0	0	(1,289,358)	(4,090,395)	2,801,037	31.52
Transfers Out of SAFE into GF	0	0	0	(30,834)	0	0	(30,834)	(695,800)	664,966	4.43
Transfers Out of Cap into DS	0	0	0	0	0	(730)	(730)	0	(730)	0.00
Total Other Financing Sources	2,886,469	(1,566,277)	(1,289,358)	(30,834)	730	(730)	0	0	0	0.00
Net Change in Fund Balances	(3,203,898)	5,755,411	1,172,111	66,697	20,849,984	(574,949)	24,065,356	(5,725,530)	29,790,886	
Beginning Fund Balance	1,570,432	2,570,057	7,700,785	2,863,729	1,872,350	2,100,149	18,677,502	11,643,000	7,034,502	
Ending Fund Balance	(\$1,633,466)	\$8,325,468	\$8,872,896	\$2,930,426	\$22,722,334	\$1,525,200	\$42,742,858	\$5,917,470	\$36,825,388	

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**VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF FEBRUARY 28, 2011**

As stated in the Commission's investment policy, the Commission's investment objectives are safety, liquidity, diversification, return on investment, prudence and public trust with the foremost objective being safety. Below is a summary of the Commission's investments that are in compliance with the Commission's investment policy and applicable bond documents.

Institution	Investment Type	Maturity Date	Interest to Date	Rate	Balance
Wells Fargo – Checking	Government Checking	N/A	\$2,195.50	0.05%	\$2,221,408.20
Wells Fargo Fidelity MM	Fidelity Inst. Money Market Gov. Portfolio (FCGXX)	N/A	\$6.08	CLOSED	0.00
County of Ventura	Treasury Pool	N/A	\$75,110.68	0.97%	18,186,156.90
Bank of New York	JP Morgan US Government Money Market (MJGXX)	N/A	\$277.77	0.03%	24,247,533.47
Bank of New York	U.S. Treasury Bill	08/26/10	\$590.27	CLOSED	0.00
Bank of New York	U.S. Treasury Bill	10/21/10	\$916.65	CLOSED	0.00
Total			\$79,096.95		\$44,655,098.57

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

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

The Wells Fargo Fidelity money market account was closed due to low interest rates.

A portion of the interest earned by the General Fund is attributed to the Proposition 1B advance and is deducted from the interest revenue as it is due back to the State if not expended on the eligible projects.

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

The Debt Service and Capital funds for the Lewis Road bond are currently invested in JP Morgan money market funds at the Bank of New York (VCTC's bond trustee). The bond were paid off on March 1, 2011.



Item # 9B

April 1, 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:

Based on passenger counts made by conductors on the Ventura Line, there were about 1,260 people who boarded the morning peak-hour trains to Los Angeles each weekday; about 47% of those boardings took place at Ventura County stations. This compares to about 1,340 boardings on the same trains in January 2010. Metrolink will be trying new strategies in the upcoming fiscal year to improve the ridership picture. Although the station boardings at the Ventura County stations have not dropped dramatically, the lack of ridership growth in this County is a concern and will continue to be evaluated.

Metrolink has changed the station-by-station ridership collection schedule from monthly to quarterly in order to deploy the field representatives more efficiently. Therefore, updated station-by-station counts will next be included in the May update item, when information for January through March will be available, and we will also include past counts for comparative purposes.

Metrolink On-Time Performance:

The Ventura Line's on-time performance (trains arriving within five minutes of scheduled time) continued to be very good. Overall, during the month of February, 98% of the inbound trips and 97% of the outbound trips ran on-time.

Dodger Stadium Home Game Special Train:

Metrolink is partnering with the Dodgers to encourage more attendance at home games on weekdays at the Chavez Ravine stadium near downtown Los Angeles. The Dodgers will operate shuttle buses between Union Station and the main entrance to the stadium. As a pilot program, passengers on the Ventura, Antelope Valley and San Bernardino lines will have special trains waiting at Union Station for the shuttles to return after the game, expected to be about 11 PM. The trains will be held if the game runs late. No special trains into Los Angeles will run as passengers are expected to use the regularly scheduled service. On the Ventura Line, the trains will only travel as far as Moorpark so riders will need to plan ahead if they park at a local station. Details for the special promotional Dodger/Metrolink trains are being finalized and should be available on Metrolink's website soon.

Information about this and other special trains can be found at: MetrolinkTrains.com; Facebook.com/Metrolink; MetrolinkTrains.blogspot.com; and, [YouTube.com/Metrolink Matters](http://YouTube.com/MetrolinkMatters).

Montalvo Station Becomes East Ventura Station:

Starting with the Metrolink schedule change in May, the Montalvo Station becomes the East Ventura Station. The name change resulted from a request from the City of Ventura to eliminate confusion about the location of the station and to provide a geographic differentiation from the downtown Fairgrounds Amtrak station. People from outside the area were often confused about where the community of Montalvo is and the name change will alleviate that problem. To minimize the expense of the name change, it will filter through the materials as they are replaced and reproduced by Metrolink.

Metrolink FY 2011/2012 Budget:

Development of the Metrolink budget for the next fiscal year has started. At this time, no service changes are planned in Ventura County, however, two additional trains will be added as far as Chatsworth. The first, preliminary calculation of Ventura's local share for FY 11/12 indicates an increase in our share of about \$158,000. The increase is mainly due to cost-of-living clauses in security and operations contracts, and also, in anticipation that gas prices will continue to climb in the near future. On a more positive note, despite recent difficulties, Metrolink is projecting a slight reduction in insurance costs; this is a direct recognition of the significant safety improvements Metrolink has made over the past two years. In the upcoming year, Metrolink does not plan on any fare increase and it also projects a modest increase in ridership as the economy continues to rebound.

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.

On March 3, 2011 Santa Paula Branch Line Advisory Committee (SPBLAC) met at the VCTC office. SPBLAC reviewed the draft FY 11/12 SPBL budget and recommended it be included in the overall Commission FY 11/12 budget. SPBLAC also took action on the following items, funding for which has been included in the draft SPBL budget:

- Approved issuing a Request for Proposals (RFP) for consultant assistance to complete the Federal Railroad Administration (FRA) required inventory and maintenance plan for railroad bridges.
- Approved issuing a RFP for time and materials bids from companies for right-of-way maintenance for VCTC owned railroad properties.
- Approved request to Fillmore and Western Railway to update the FRA mandated railroad signal/crossing inventory as soon as possible in response to an FRA order of noncompliance.

Property Leases

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

April 1, 2011
Item #9B
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establish a transloading arrangement, where the freight would be shifted from UP to F&W near Montalvo. In this type of arrangement, UP would pay F&W to transport freight to the existing UP customer i.e. International Paper, however, F&W could also provide other freight hauling opportunities to customers all along the SPBL corridor. It is possible additional freight customers could be added. This hasn't been a priority in the past because UP got all the revenue while VCTC shouldered all the costs. Staff will continue working with both UP and F&W on this potential new source of revenue to support F&W operations.



Item # 9C

April 1, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: MYRA MONTEJANO, TRANSIT SPECIALIST

SUBJECT: SECOND QUARTER VISTA RIDERSHIP 2010-11

RECOMMENDATION:

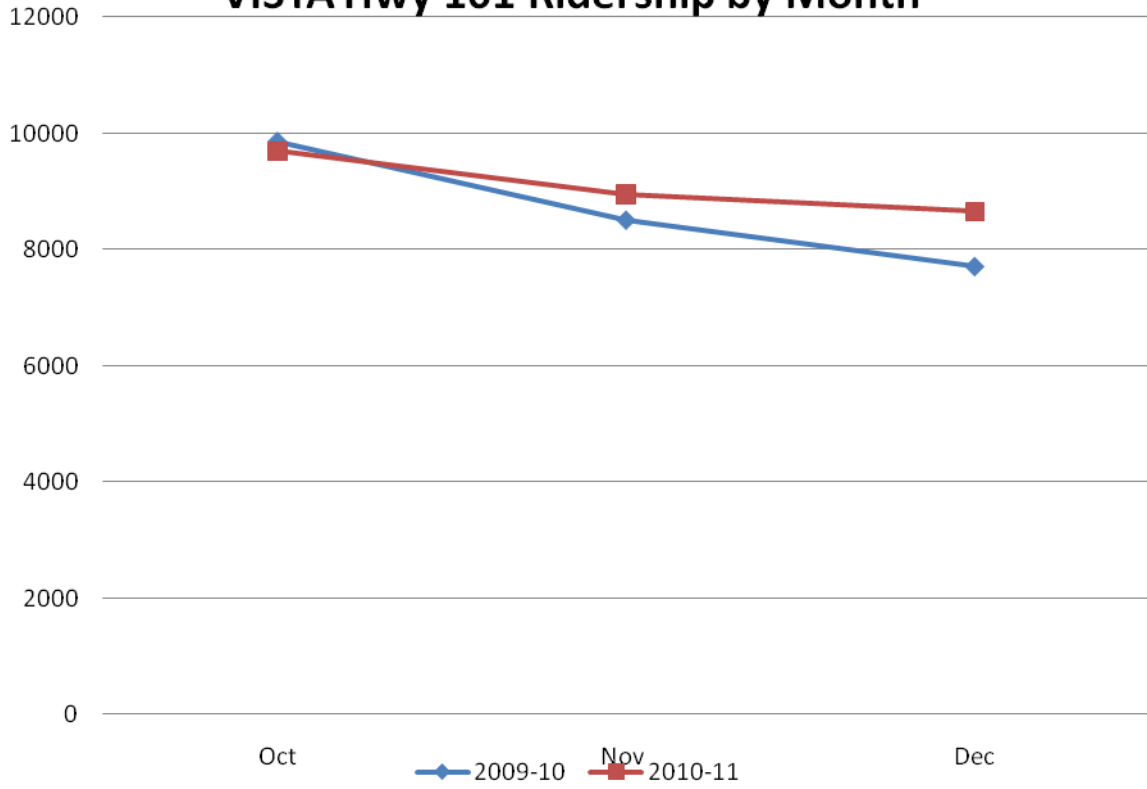
- Receive and file.

BACKGROUND:

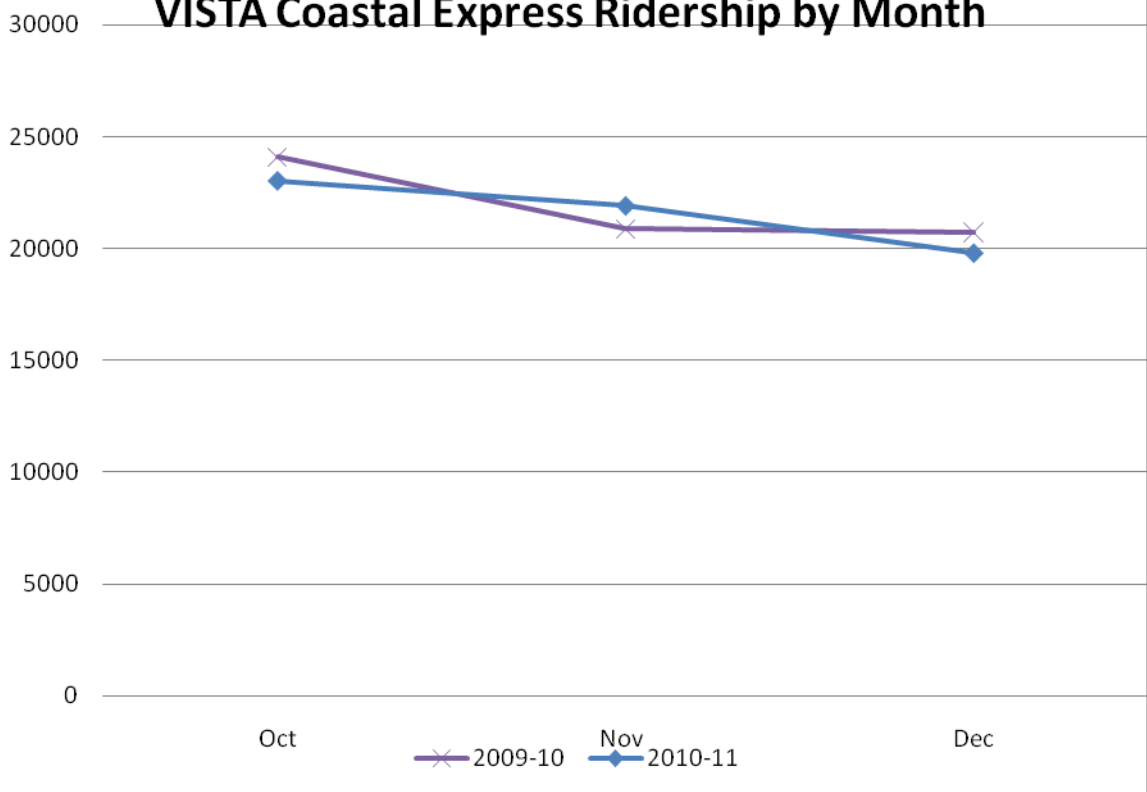
Second quarter ridership for VISTA fixed route overall has increased .5% from the same time last year. Conejo Connection and HWY 126 have increased significantly compared to the same quarter last year. Coastal Express ridership had declined 1.4% from the same quarter last year; we attribute this to the fare increase implemented in October 2010. Hwy 101 and East County have both increased slightly from second quarter last year. VISTA Heritage Valley Dial-A-Ride ridership decreased about 2.7% from the second quarter of 2009-10, we attribute this to the service reductions. Overall ridership is steadily increasing throughout the VISTA service and we foresee it increasing this year in part to the new transfer program.

Route	2nd Quarter Ridership 2010-11	2nd Quarter Ridership 2009-10
Hwy 126	55,400	50,517
Conejo	11,059	9,792
Coastal Express	64,755	65,689
HWY 101	27,292	26,065
East County	19,179	19,071
Dial-A-Ride	51,026	52,432

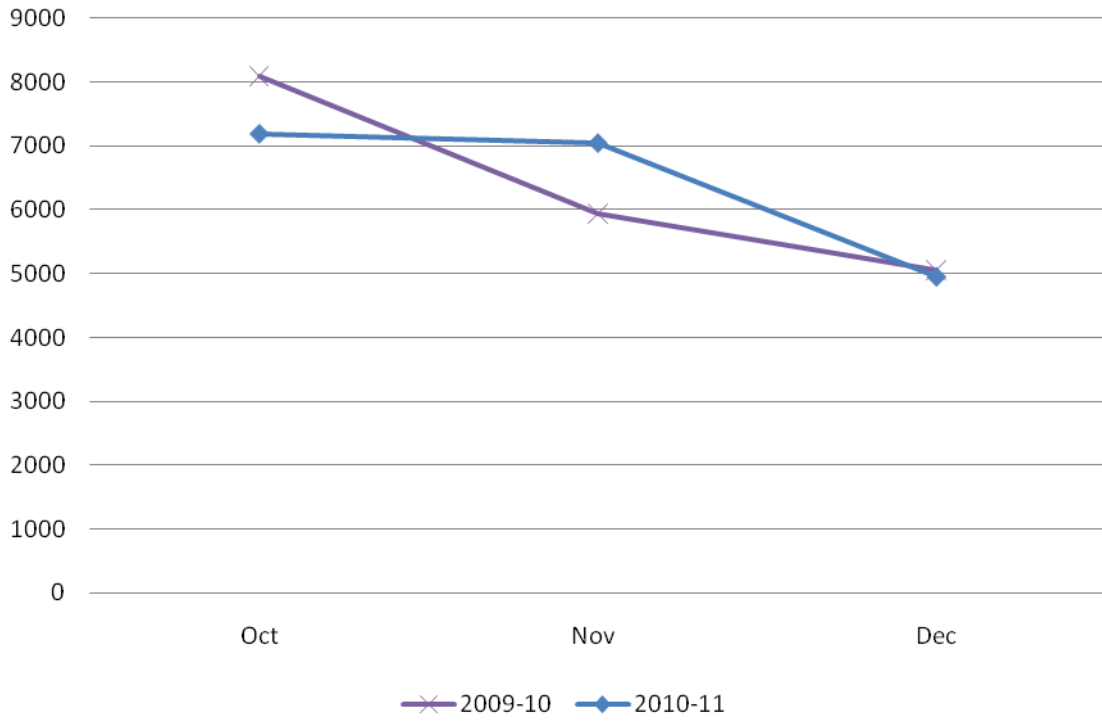
VISTA Hwy 101 Ridership by Month



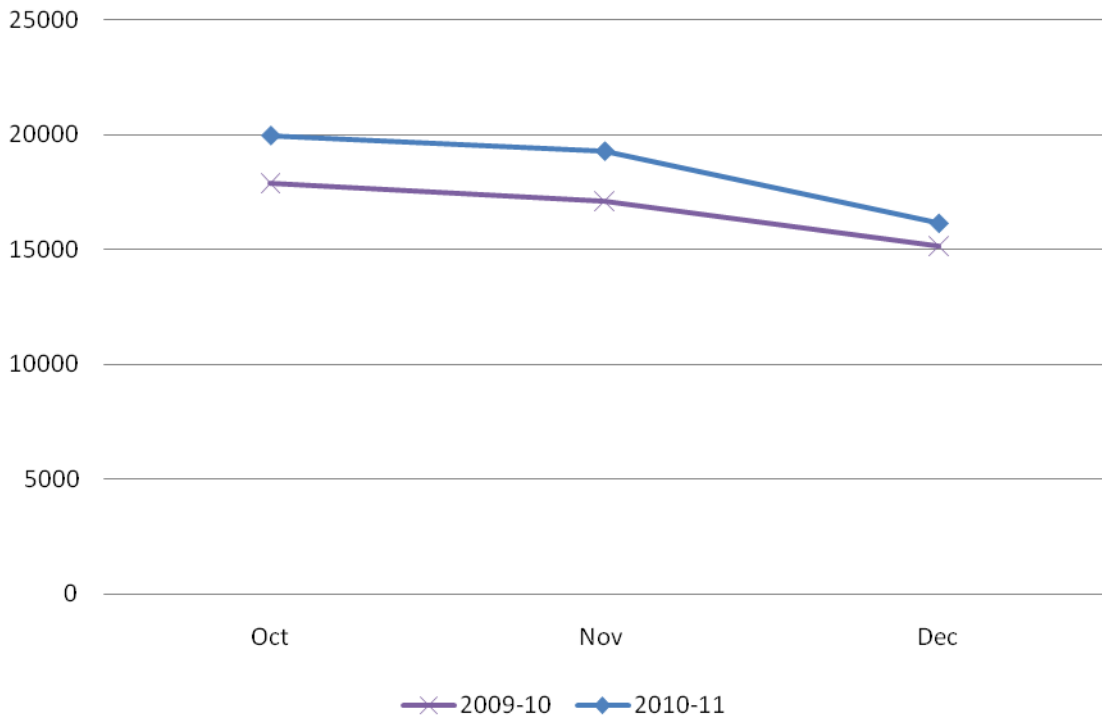
VISTA Coastal Express Ridership by Month



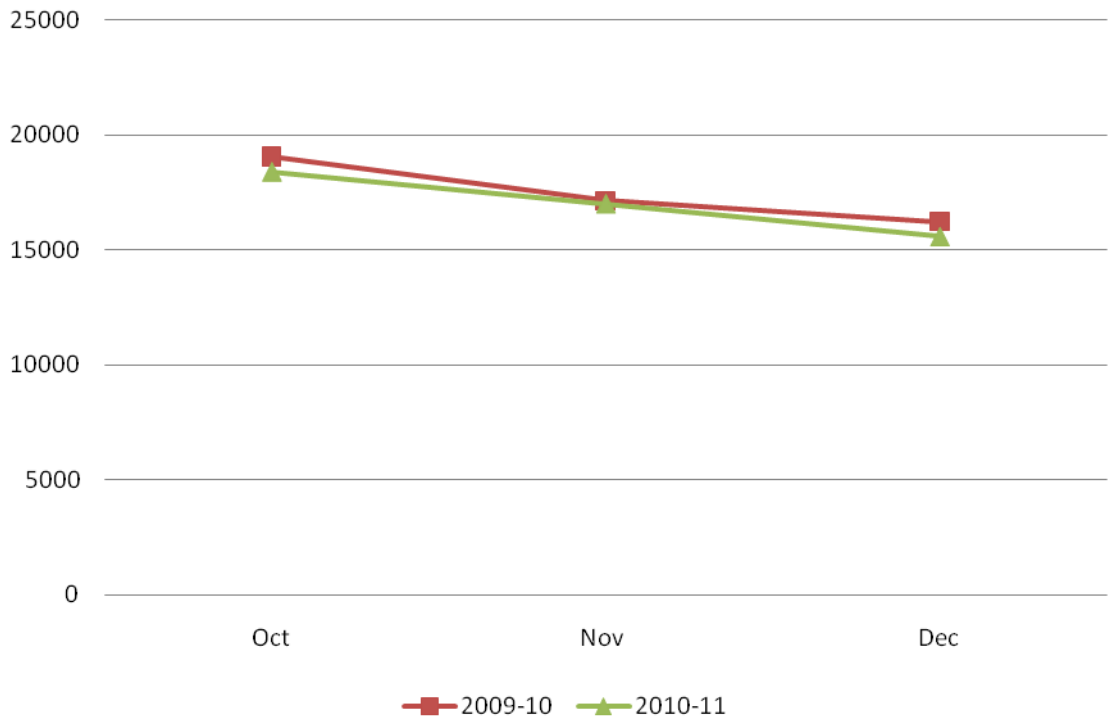
VISTA EAST COUNTY Ridership by Month



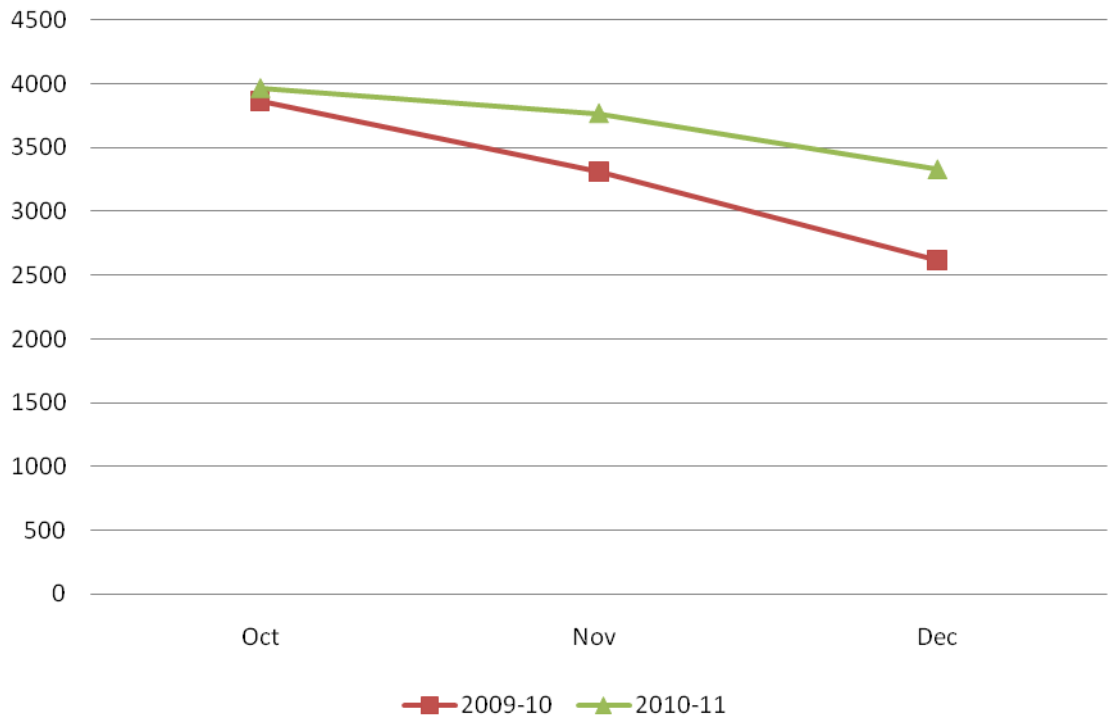
VISTA HWY 126 Ridership by Month



VISTA DIAL A RIDE, Passengers by Month



VISTA Conejo Connection Ridership by Month





Item #9D

April 1, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: DARREN M. KETTLE, EXECUTIVE DIRECTOR

SUBJECT: RESOLUTION TO APPROVE THE REVISED PERSONNEL POLICIES AND PROCEDURES

RECOMMENDATION:

- Approve Resolution #2011-04 to Adopt the Updated Personnel Policies and Procedures Manual.

BACKGROUND:

The Commission reviewed the revised policies and procedures as its March 4, 2011 meeting.

An extensive review of the former policies and procedures was undertaken in the last 18 months. Revisions to the policies and procedures were carefully assessed by legal counsel and the executive director. In February, the revised policies and procedures were taken to the Administrative Committee for review, and then presented to the full Commission on March 4, 2011 for review and approval. The final step in the process is for the Commission to adopt a resolution approving the policies and procedures.

RESOLUTION 2011-04

A RESOLUTION OF THE VENTURA COUNTY TRANSPORTATION COMMISSION, A COUNTY TRANSPORTATION COMMISSION CREATED PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA (“VCTC”), FOR ITSELF, AND IN ITS CAPACITY AS THE VENTURA COUNTY AIRPORT LAND USE COMMISSION (“ALUP”), AS THE VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (“SAFE”), AND AS THE CONSOLIDATED TRANSPORTATION SERVICE AGENCY FOR VENTURA COUNTY (“CTSA”) AND THE VENTURA COUNTY CONGESTION MANAGEMENT AGENCY (“CMP”), ADOPTING AMENDED PERSONNEL POLICIES AND PROCEDURES

VCTC, ALUP, SAFE, CTSA and CMP (hereinafter, collectively, “VCTC”) hereby find that the VCTC Personnel Policies and Procedures must be updated to conform to current practice and legal requirements.

NOW, THEREFORE, VCTC does hereby resolve as follows:

1. The VCTC Personnel Policies and Procedures dated March 2011 and reviewed by VCTC at its March 4, 2011 meeting are incorporated by this reference and hereby adopted.
2. The VCTC Personnel Policies and Procedures, as adopted, shall become effective upon the date of the adoption of this Resolution.

Adopted this 1st day of April 2011, at Camarillo, California.

WILLIAM FULTON, Chair

ATTEST:

DONNA COLE, Clerk of the Commission

APPROVED AS TO FORM:

MITCHEL KAHN, General Counsel

I, Donna Cole, Clerk of the Commission, hereby certifies that the foregoing Resolution was adopted by the Ventura County Transportation Commission at a regularly scheduled meeting held on April 1, 2011 upon the motion of Commissioner _____,

second by Commissioner _____ and adopted by the following vote of the Commission:

Ayes:

Nays:

Absent:

Abstain:

Dated: _____

DONNA COLE, Clerk of the Commission



Item # 9E

April 1, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: MARY TRAVIS, MANAGER OF TRANSPORTATION DEVELOPMENT ACT AND RAIL PROGRAMS
SUBJECT: HP COMMUNICATIONS LICENSE AGREEMENT

RECOMMENDATION:

- Approve a License Agreement with HP Communications Inc. at the Quimisa Drive railroad crossing, Simi Valley.

BACKGROUND:

HP Communications Inc. is installing new fiber cable in west Simi Valley. The cable will be going under the Coast Main Line railroad track at the Quimisa Drive crossing and connecting with the existing Freedom Telecommunications facility at this location. Because VCTC owns the track and forty-feet of property on the north side of the track in this area, HP has requested a license agreement with VCTC to bore and place conduits for installation of the fiber cable at this location.

HP has already received permission from Union Pacific Railroad, the owner of the property on the south side of the tracks, to install the cable under UP's property and also has an agreement with Freedom Telecommunications for the cable hook-up to their facility.

Staff has evaluated HP Communications request and believes the license agreement could be approved without harm to the ongoing train operations in this rural area. We recommend approval. The License fee will be \$1,000 each year as adjusted by the Consumer Price Index per the agreement on an annual basis.

VCTC General Counsel has reviewed the attached agreement and has approved it as to form including indemnification and insurance provisions naming VCTC as "Additional Insured". The agreement has a ninety-day notice of termination clause should there be any problems.

LICENSE AGREEMENT

MILE POST: 430.90 – Coast Main Line Simi Valley, California

This License Agreement (the "Agreement") is made and entered into as of April 1, 2011 between the Ventura County Transportation Commission (hereinafter the "Licensor") and HP Communications Inc. (hereinafter the "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article I. LICENSE FEE

Fee of \$1,000 (One Thousand Dollars) to be adjusted annually by the United States Department of Labor Bureau of Labor Statistics Consumer Price Index (CPI), for the Los Angeles metropolitan area. Payment of the initial License Fee of \$1,000 (one thousand dollars) is required prior to initiation of project construction.

Article II. LICENSOR GRANTS RIGHT

In consideration of the License Fee to be paid by the Licensee and in further consideration of Licensee's covenants and agreements herein contained, the Licensor hereby grants the Licensee a License, during the term of hereof, to install, maintain and operate a fiber cable line under the Coast Main Line at Post Mile 430.90 at Quimisa Drive, Simi Valley, California, as shown in Exhibit "A" (the "Premises").

Article III. INSTALLATION, MAINTENANCE, AND OPERATION

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein.

1. Licensee agrees to execute and deliver to Licensor a completed Right of Entry form prior to commencing any work within the rail right-of-way. If the Licensee retains a contractor to perform any work within the rail right-of-way, then the Licensee shall be responsible to make sure that the contractor has secured the required insurance prior to the contractor's entry on the rail right-of-way, and supply evidence of such insurance coverage in a form acceptable to Licensor.
2. Licensee or Licensee's contractor, at its sole cost and expense, shall obtain and maintain in full force and effect, insurance as required by Licensor during the entire construction period as required by Article IV of this Agreement.
3. Licensee shall comply and ensure that its contractor complies with instructions of Licensor's inspectors and representatives, in relation to the proper manner of protection of the tracks and rail traffic moving thereon, pole lines, signals and other property of Licensor or its tenants, or licensees at or in the vicinity of the work, and shall perform the work at such times as not to endanger or interfere with safe and timely operation of rail traffic and other facilities.
4. Licensee shall be solely responsible for the location, protections, relocation and removal of any and all public or private surface, sub-surface and overhead lines and structures. Licensee shall obey all laws, regulations and requirements (including, but not limited to, all laws [state and federal], regulating and controlling the use or existence of any hazardous material as defined in the law) of all relevant public agencies and shall not damage, destroy or interfere with any existing encumbrances, licenses and rights (whether public or private), granted upon or relating to the railroad right-of-way.
5. The Licensee shall obtain permission from any cable, fiber optic, water, gas or oil line owners that may be located along or across the Premises, and submit to Licensor evidence of such permission prior to the issuance of Licensor's Right of Entry approval and issuance.
6. Should Licensor deem it necessary in the future to build, replace or add track or other facilities in connection with the operation of the railroad, the Licensee shall, upon Licensor's request, modify, relocate or remove, at its own expense, the proposed fiber cable line to conform to Licensor's

request.

7. Upon the termination of this Agreement, Licensee shall either remove its improvements or abandon them in place as directed by Licensor and in a manner required by any relevant law, regulation or requirement of all relevant public agencies.

Article IV. INSURANCE

Prior to start of work, or occupancy of Premises under this Agreement, and at all times during the term of this License, the Licensee shall submit to Licensor evidence of, and maintain, at its sole cost and expense, the following kinds of insurance with an insurer or insurers and form satisfactory to the Licensor:

1. Comprehensive general and automobile liability insurance with contractual liability endorsement and products and completed hazards included, which shall provide coverage for limits of not less than \$5,000,000 bodily injury liability and property damage, combined single limits.
2. The policy shall name Licensor as an additional insured, and shall not be cancelled or reduced in coverage amount without at least 30 days' prior written notice to Licensor.
3. Liability of Licensee and any contractors of Licensee under this Article VI shall not be limited to coverage provided under said insurance policies.
4. All insurance correspondence shall be directed to:

Mary Travis, Rail Manager
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, California 93003

Article V. INDEMNIFICATION

Licensee agrees to and shall indemnify and hold harmless the Licensor, its officers, agents, and employees from and against all claims, demands, losses, damages, causes of action, suits, and liabilities of every kind (including reasonable attorneys' fees, court costs, and other expenses related thereto) for injury or death of a person, for loss of or damage to any property or violation of any law, regulation or requirement of any public agency, arising out of or in connection with any work done, action taken or permitted out of or in connection with any work done, action taken or permitted by the Licensee, its contractors, subcontractors, agents or employees under this Agreement. IT IS THE EXPRESS INTENTION OF THE PARTIES THERETO, BOTH LICENSEE AND LICENSOR THAT, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH INDEMNIFIES THE LICENSOR FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS A SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT THE LICENSOR FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE WILLFULL MISCONDUCT, GROSS NEGLIGENCE AND/OR CRIMINAL ACTIONS OF THE LICENSOR, ITS OFFICERS, AGENTS AND EMPLOYEES.

Article VI. TERM

This Agreement shall take effect as of the date first herein written and shall continue in full force and in effect until terminated with at least ninety (90) days prior written notice from either party to the other that the Agreement is terminated.

Article VII. MISCELLANEOUS PROVISIONS

a. Construction of Agreement. This Agreement has been entered into in the State of California and it shall be construed pursuant to the laws of said State. The use of headings and numerals herein are for purposes of ease of reading and location of provisions and such numbers and headings shall not be construed to alter the intent of the parties as set forth in the text of this Lease. Wherever number or gender is used in the text of this Lease they shall be construed to be that number or gender which is appropriate in the context of the text.

- b. Sole Agreement. Except as otherwise provided herein, the terms and conditions set forth herein constitute the sole agreement of the parties with respect to the matters contained herein and no other prior or contemporaneous, written or oral agreements between the parties shall have any effect.
- c. Execution by Authorized Agent of Parties. Each party represents and warrants to the other party that this Agreement has been executed on behalf of the party so representing by a duly authorized agent or officer of the party so representing.
- d. Waiver. No waiver of a default of any term of this Agreement shall constitute a waiver of any prior, contemporaneous or subsequent, same or other, default.
- e. Recording of Agreement. This Agreement shall not be recorded by either party without the prior written consent of the other party.
- f. Notices. When any notice or communication is required to carry out the terms of this Agreement, such notice shall be in writing which shall be (i) personally delivered to the other party, or (ii) delivered to the other party by United States Mail, postage prepaid. Such notices shall be deemed received (i) on the date of personal delivery, if so delivered, or (ii) on the fifth (5th) day after the postmark appearing on the envelope in which such notice is delivered if delivered by United States Mail. Notices shall be delivered to the parties at the addresses listed below or to such other address as one party may provide to the other party by written notice given in the manner prescribed in this subparagraph f:

If to Licensor:
 Ventura County Transportation Commission
 950 County Square Drive, Suite 207
 Ventura, CA 93003
 Attention: Darren Kettle, Executive Director

If to Licensee:
 HP Communications, Inc.
 13341 Temescal Canyon Road
 Corona, CA 92883
 Attention: Cory Vander Bos

- g. Jurisdiction for Litigation. In the event of litigation or other action to enforce this Agreement or any portion thereof, jurisdiction shall be with the Ventura County Superior Court for all state actions and the Ninth Circuit of the United States District Court for any federal action.
- h. Attorneys' Fees and Costs. In the event of litigation or arbitration to enforce the terms and conditions of this Agreement, the prevailing party, as determined by the Court or Arbitrators as the case may be, shall be entitled to recover from the other party, the prevailing party's reasonable attorneys' fees and costs expended in such litigation or arbitration.
- i. Consent of Licensor Required for Assignment. Licensee shall not assign this Agreement or any rights granted herein without the prior written consent of the Licensor. Any assignment without Licensor's prior consent is void ab initio.

This Agreement, including and incorporating Exhibit "A", has been entered into as of the date first noted above.

HP COMMUNICATIONS INC.

VENTURA COUNTY
 TRANSPORTATION COMMISSION

By: _____
 Cory Vander Bos
 LA Regional Manager
 HP Communications Inc.

By: _____
 Darren Kettle, Executive Director

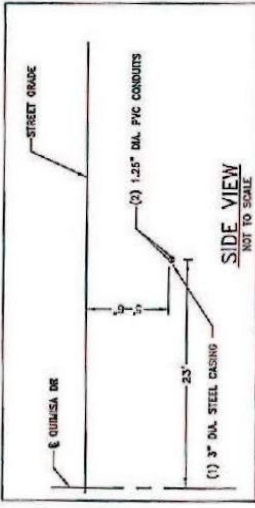
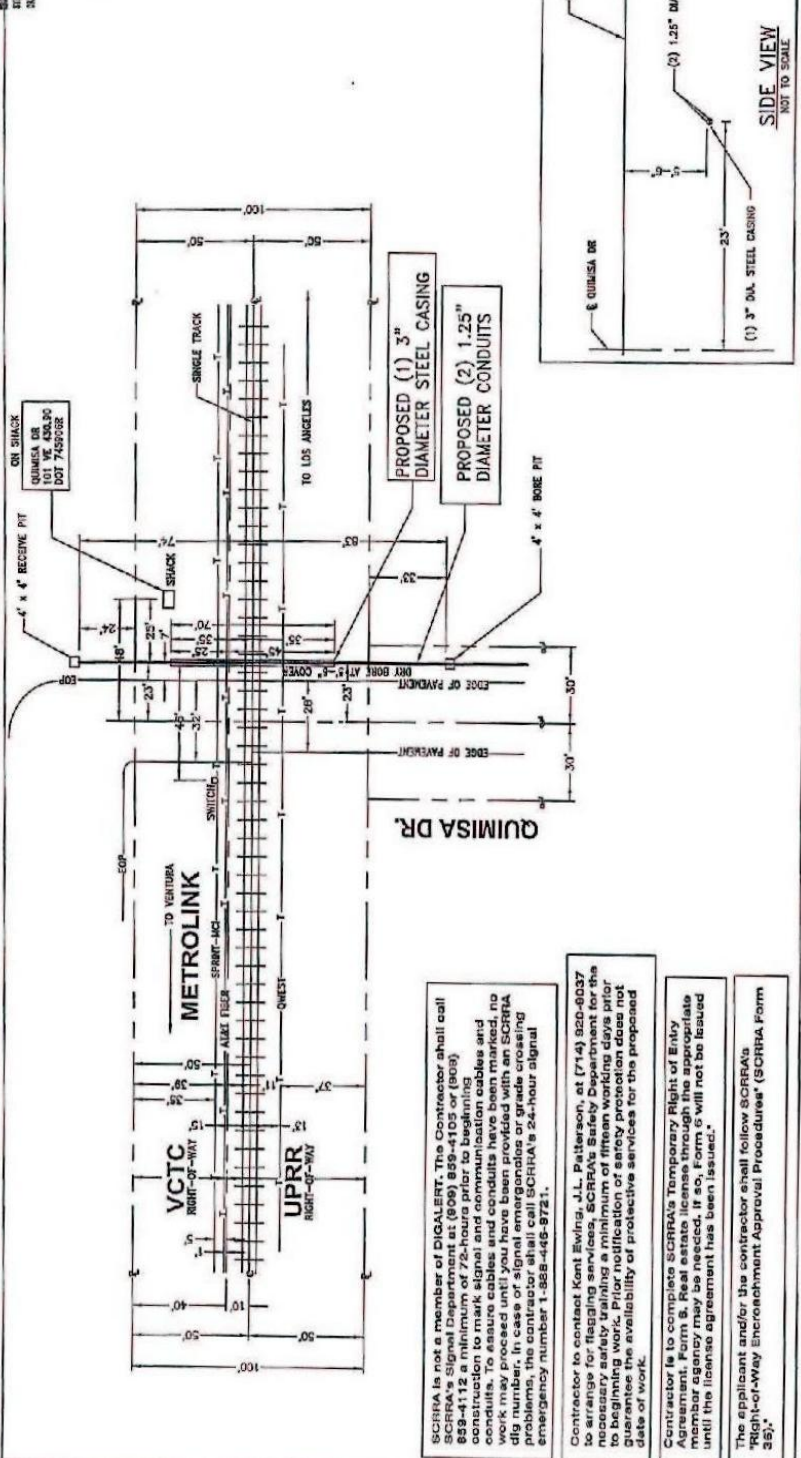
Approved as to Form:

Mitchel B. Kahn, General Counsel

EXHIBIT "A"

RECEIVED

DATE: 1/24/11
BY: [Signature]
Southern California Regional Rail Authority
SCORRA
APPROVED



SCORRA is not a member of DIGALERT. The Contractor shall call SCORRA's Signal Department at (609) 859-4105 or (808) 888-4112 a minimum of 72-hours prior to beginning signal and communication cables and conduits. To assure signal and communication cables and conduits are installed properly, no work may proceed until you have been provided with an SCORRA dig number. In case of signal emergencies or grade crossing problems, the contractor shall call SCORRA's 24-hour signal emergency number 1-888-448-8721.

Contractor to contact Kent Ewings, J.L. Patterson, at (714) 920-8037 to arrange for flagging services, SCORRA's Safety Department for the necessary permits and flagging services. No work shall begin until the appropriate permit is received and flagging services are in place. Contractor shall guarantee the availability of protective services for the proposed date of work.

Contractor is to complete SCORRA's Temporary Right of Entry Agreement through the appropriate member agency may be needed. If so, Form 35 will not be issued until the license agreement has been issued.

The applicant and/or the contractor shall follow SCORRA's "Right-of-Way Encroachment Approval Procedures" (SCORRA Form 35).

REVISED 1-24-11
REVISED 1-24-11
Freedom
Telecommunications, Inc.
8832 HE
SIMI VALLEY,
CALIFORNIA
QUIMISA DR
MILE POST 430.80



CPUC Xing as #101 VE-430.90.



EARLE & ASSOCIATES, INC.
10000 200th Street
Lynnwood, WA 98036
206-885-8888



Item # 9F

April 1, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: MARY TRAVIS, MANAGER OF TRANSPORTATION DEVELOPMENT ACT AND RAIL PROGRAMS
SUBJECT: ROADRUNNER SHUTTLE ACCESS LEASE AT CAMARILLO RAIL STATION

RECOMMENDATION:

- Approve an access lease with Roadrunner Shuttle Inc. at the Camarillo Rail Station.

BACKGROUND:

Roadrunner Shuttle Inc. is a private transportation company based in Camarillo. It has a fleet of 50 vans, 25 towncars and 17 buses that can be rented for airport trips or other special travel occasions. Roadrunner leases property for its operations from Union Pacific Railroad (UP) just south of the Camarillo Station property under the Lewis Road overpass. It also has a lease agreement with UP for use of the frontage road alongside the tracks in this area; the frontage road ends at the southwest corner of the station site.

Roadrunner has been accessing its property during the reconstruction of the Lewis Road overpass by traveling on a residential street, Glenn Drive. Now that construction of the Lewis Road overpass is completed, Roadrunner would like to cross the southwest station parking lot to get to Lewis Road, as this is less disruptive to the residents of Glenn Drive.

Staff has evaluated Roadrunner's request and believes access could be leased without harm to the ongoing train and local bus operations at the station because just a small portion of the parking lot would be used. Staff has also discussed the request with the City of Camarillo and it has no objection to Roadrunner accessing Lewis Road via the southwest station parking lot. The yearly access fee will be \$250 with an annual adjustment by the Consumer Price Index as per the Agreement.

VCTC General Counsel has reviewed the attached lease and has approved it as to form including indemnification and insurance provisions naming VCTC as "Additional Insured". The agreement has a thirty-day notice of cancellation or reduction in coverage clause should there be any problems.

ACCESS LEASE AGREEMENT

Camarillo Rail Station, Southwest Parking Lot, Ventura County, California

This **ACCESS LEASE AGREEMENT** (the "Agreement") is made and entered into as of February 4, 2011 between the **VENTURA COUNTY TRANSPORTATION COMMISSION** (hereinafter the "Lessor") and Roadrunner Shuttle Inc., (hereinafter the "Lessee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article I. ACCESS LEASE FEE

Upon execution of this Agreement, the Lessee shall pay to the Lessor an annual Lease Fee of \$250.00 (Two Hundred Fifty Dollars) to be adjusted annually by the Consumer Price Index (CPI) for the Los Angeles Metropolitan Area as published by the United States Department of Labor. Payment of the annual Lease Fee is required at the time this agreement is executed.

Article II. LESSOR GRANTS RIGHT.

In consideration of the Lease Fee to be paid by the Lessee and in further consideration of the covenant and agreements herein contained, the Lessor hereby grants the Lessee under this Lease Agreement access to drive Roadrunner vehicles to and from its service/storage yard across the Camarillo Rail Station southwest parking lot, as a secondary access to Lewis Road as shown in Exhibit A (the "Access") with the following exception: there will be no parking within the Camarillo Rail Station, except to pick up or drop off commercial passengers accessing other modes of transportation at the Station.

Article III. INSURANCE

Prior to using the Access, the Lessee agrees to procure and maintain, at its sole cost and expense, the following kinds of insurance with an insurer or insurers and form satisfactory to the Lessor:

1. Comprehensive general and automobile liability insurance with contractual liability endorsement and products and completed hazards included, which shall provide coverage for limits of not less than \$2,000,000 bodily injury liability and property damage, combined single limits.
2. Lessee agrees to furnish Lessor with a certificate of insurance to which will be attached an endorsement of "Additional Insured" in favor of Lessor.
3. Liability of Lessor under Article VI shall not be limited to coverage provided under said insurance policies.
4. All insurance correspondence shall be directed to:

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

Article IV. INDEMNIFICATION

Lessee agrees to and shall indemnify, defend and hold harmless the Lessor, its officers, agents, and employees from and against all claims, demands, losses, damages, causes of action, suits, and liabilities of every kind (including reasonable attorneys' fees, court costs, and other expenses related thereto) for injury or death of a person or for loss of or damage to any property, arising out of or in connection with its use of the Access, and any action taken or permitted out of or in connection with Lessee's use of the Access, including any action taken or

permitted by the Lessee, its contractors, subcontractors, agents, or employees under this Agreement. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH LESSEE AND LESSOR THAT, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH INDEMNIFIES THE LESSOR FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS A SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT THE LESSOR FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE WILLFULL MISCONDUCT, GROSS NELIGENCE AND/OR CRIMINAL ACTIONS OF THE LESSOR, ITS OFFICER, AGENTS AND EMPLOYEES.

Article V. TERM

This Agreement shall take effect as of April 1, 2011 and shall continue in full force and in effect until terminated after thirty (30) days written notice from Lessor to Lessee or from Lessee to Lessor that the Agreement is terminated.

Article VI. MISCELLANEOUS PROVISIONS

- a. Construction of Agreement. This Agreement has been entered into in the State of California and it shall be construed pursuant to the laws of said State. The use of headings and numerals herein are for purposes of ease of reading and location of provisions and such numbers and headings shall not be construed to alter the intent of the parties as set forth in the text of this Lease. Wherever number or gender is used in the text of this Lease they shall be construed to be that number or gender which is appropriate in the context of the text.
- b. Sole Agreement. Except as otherwise provided herein, the terms and conditions set forth herein constitute the sole agreement of the parties with respect to the matters contained herein and no other prior or contemporaneous, written or oral agreements between the parties shall have any effect.
- c. Execution by Authorized Agent of Parties. Each party represents and warrants to the other party that this Agreement has been executed on behalf of the party so representing by a duly authorized agent or officer of the party so representing.
- d. Waiver. No waiver of a default of any term of this Agreement shall constitute a waiver of any prior, contemporaneous or subsequent, same or other, default.
- e. Recording of Agreement. This Agreement shall not be recorded by either party without the prior written consent of the other party.
- f. Notices. When any notice or communication is required to carry out the terms of this Agreement, such notice shall be in writing which shall be (i) personally delivered to the other party, or (ii) delivered to the other party by United States Mail, postage prepaid. Such notices shall be deemed received (i) on the date of personal delivery, if so delivered, or (ii) on the fifth (5th) day after the postmark appearing on the envelope in which such notice is delivered if delivered by United States Mail. Notices shall be delivered to the parties at the addresses listed below or to such other address as one party may provide to the other party by written notice given in the manner prescribed in this subparagraph f:

If to Lessor:

Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003
Attention: Mary Travis, Manager

If to Lessee:

Roadrunner Shuttle Inc.
240 South Glenn Drive
Camarillo, CA 93010
Attention: Sue Sandlin, President

g. Jurisdiction for Litigation. In the event of litigation or other action to enforce this Agreement or any portion thereof, jurisdiction shall be with the Ventura County Superior Court for all state actions and the Ninth Circuit of the United States District Court for any federal action.

h. Attorneys' Fees and Costs. In the event of litigation or arbitration to enforce the terms and conditions of this Lease, the prevailing party, as determined by the Court or Arbitrators as the case may be, shall be entitled to recover from the other party, the prevailing party's reasonable attorneys' fees and costs expended in such litigation or arbitration.

i. Consent of Lessor Required for Assignment. Lessee shall not assign this Agreement or any rights granted herein without the prior written consent of the Lessor.

This Agreement, consisting of four (4) pages including the following signature page, plus exhibit "A", has been entered into as of the date first noted above.

LESSOR: VENTURA COUNTY TRANSPORTATION COMMISSION

By: _____
Darren Kettle, Executive Director

ATTEST:

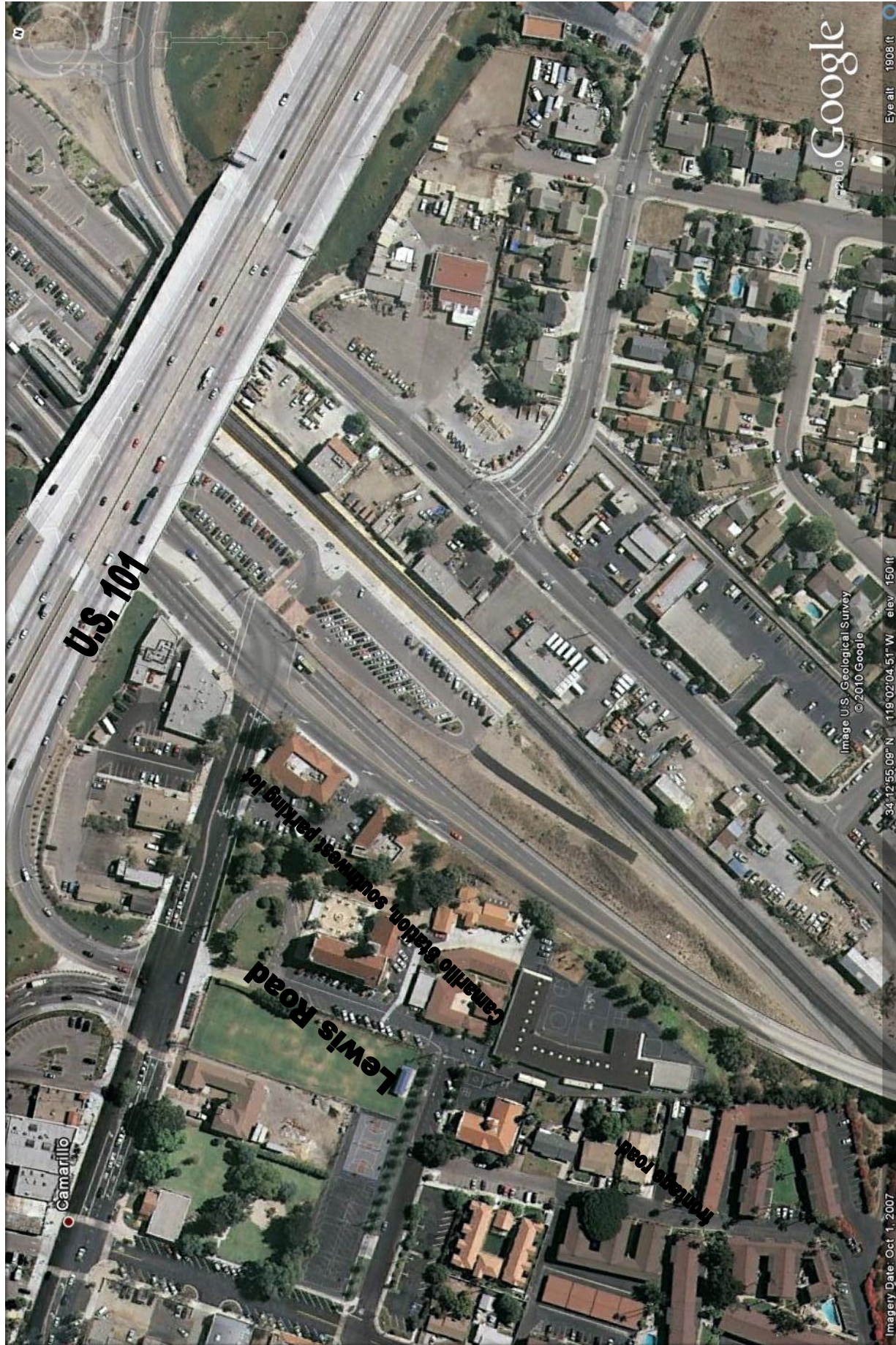
Donna Cole, Clerk of the Board

APPROVED AS TO FORM:

Mitchel B. Kahn, VCTC General Counsel

LESSEE: ROADRUNNER SHUTTLE INC.

By: _____
Sue Sandlin, President



U.S. 101

Camarillo Station

Lewis Road

Camarillo

Google

Image U.S. Geological Survey
© 2010 Google

Eye alt: 1908 ft

34°12'55.09" N 119°02'04.51" W elev: 150 ft

Imagery Date: Oct 1, 2007



Item #10

April 1, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: SALLY DEGEORGE, FINANCE DIRECTOR
SUBJECT: CALPERS PENSION SIDE FUND BALANCE

RECOMMENDATION:

- Accelerate the pay-off of the CalPERS pension side fund with a lump sum payment of \$444,358 by July 31, 2011.

BACKGROUND:

As part of the review of a recent actuarial study and preparation of the Fiscal Year 2011/2012 Draft Budget, pension costs were reviewed and an opportunity to save \$223,700 in interest charges was found should the Ventura County Transportation Commission (VCTC) choose to pay off its pension "side fund" early.

Part of the pension costs that VCTC incurs to fund retirement for its regular employees (excluding temporary and annuitant employees) includes a "side fund". The side fund was created in 2003 when VCTC and other small agencies with fewer than 100 active employees were combined into "risk pools." CalPERS formed these risk pools to reduce the high rate of volatility that small agencies were subject to. Each risk pool contains agencies with similar benefits (i.e. 2% at 60).

The side funds were created to equalize the agencies pension funding level when they were pooled together. The side fund accounts for the difference between the funded status of the pool and the funded status of the individual agency's plans as of June 30, 2003. For example, if the pool was set at a pension funding level of 100% and the agency was only 80% funded, the dollar amount equal to the 20% underfunding would be that agency's side fund. These "side funds" were set up to be paid-off over 15 years with an interest rate of 7.75%. As of the June 30, 2009 valuation (the most current valuation available from CalPERS), VCTC's outstanding side fund balance was \$475,385 with approximately 11 more years of payments.

Currently, VCTC pays-off its side fund as part of its contribution rate. The contribution rate is based on an actuarial study prepared by CalPERS and is made up of two parts: the normal rate and the side fund rate. Although the actuarial reports are updated annually and are based on many factors such as salaries, years of service, age, gender, investment return, etc., the reports have a two year lag time for rate implementation. For instance, the actuarial report ending June 30, 2009 will provide the rate for Fiscal Year 2011/2012.

In 2009 CalPERS experienced investment losses and VCTC's payroll did not grow as CalPERS had projected. These two factors contributed to VCTC's increased contribution rate for Fiscal Year 2011/2012 which will increase by 1.29%, from 10.007% in Fiscal Year 2010/2011 to 11.297%. Below is a chart providing details about VCTC's contribution rate:

Fiscal Year	Normal Contribution Rate	Side Fund Contribution Rate	Total Rate	Normal Payroll Costs	Side Fund Payroll Costs	Total Payroll Costs	PERS Payroll
2009/2010*	7.465%	2.600%	10.065%	\$113,240	\$39,441	\$152,681	\$1,516,950
2010/2011**	7.209%	2.798%	10.007%	\$113,915	\$44,213	\$158,128	\$1,580,178
2011/2012**	8.197%	3.100%	11.297%	\$122,217	\$46,221	\$168,438	\$1,491,000
2012/2013***	8.500%	3.200%	11.700%	\$126,735	\$47,712	\$174,447	\$1,491,000

* Fiscal Year 2009/2010 based on actual data.

** Fiscal Years 2010/2011 and 2011/2012 based on actual rates and budgeted payroll.

*** Fiscal Year 2012/2013 based on a total estimated CalPERS rate and the payroll remaining flat. It is likely both the rate and payroll will increase slightly.

The amortization of the side fund balance, over 15 years at 7.75% interest, is costing VCTC additional retirement expense and lost interest. However, CalPERS allows agencies to accelerate the pay-off of the “side fund” which could save VCTC money. To do this, VCTC would need to make a lump sum payment of \$444,358 by July 31, 2011 (see Attachment A). By paying the lump sum payment, CalPERS estimates that VCTC would save approximately \$223,700 in interest charges. The employer rate would drop by 3.1% after July 31, reducing the pension costs for Fiscal Year 2011/2012 by approximately \$34,000.

If approved by the Commission, the lump sum pay-off would be added to the Final Fiscal Year 2011/2012 budget with funding of \$222,179 from Local Transportation Funds (LTF) and \$222,179 from State Transit Assistance (STA) funds and staff would notify CalPERS of VCTC’s intent. It should be noted that the additional LTF funding proposed would still be under the VCTC administrative costs “place holder” used for the Draft LTF Apportionment presented to the Commission in March.

This item was reviewed by the Finance Committee on Thursday, March 24, 2011. The Finance Committee consists of Chairman Fulton, Vice-Chair Zaragoza, and Immediate Past Chairman Gillette. Present at the meeting were Vice-Chair Zaragoza and Past Chairman Gillette who recommended the accelerated payment of the pension side fund be approved by the Commission.

Attachment A



Actuarial Office
 P.O. Box 1494
 Sacramento, CA 95812-1494
 Telecommunications Device for the Deaf - (916) 795-3240
 (888) CalPERS (225-7377) FAX (916) 795-2744

March 17, 2011
 Employer Number : 933
 Employer Name : VENTURA COUNTY TRANSPORTATION COMMISSION
 Rate Plan: MISCELLANEOUS

Re: Lump Sum Payment to reduce 2011-2012 and later pooled employer contribution rates

Dear Requestor:

As requested, July 1, 2011 employer contribution rate information on your lump sum payment follows.

If you are aware of others interested in this information, please inform them.

The information is based on the most recent annual valuation and assumes payment by *July 31, 2011* and no further contractual or financing changes taking effect before June 30, 2011. The Side Fund resulting from risk pooling as of June 30, 2003, valued at **(\$445,890)** (including any adjustments due to plan amendments, vouchers, golden handshakes, or financing changes) as of June 30, 2011, will be reduced or eliminated by a lump sum payment in the amount of **\$444,358**. Any later adjustments due to plan amendments, vouchers, golden handshakes, etc. could increase or reestablish the negative side fund.

The change in your 2011/2012 employer contribution rate after you make the proposed lump sum payment is displayed in the "Change to Total Employer Rate" line below. There will be no change to your 2010/2011 rate.

Valuation as of June 30, 2009	Pre-Payment	Post-Payment
Projected 6/30/11 Side Fund (SF)	(\$445,890)	
Proposed Lump Sum Pmt by 7/31/11	\$444,358	
Revised projected 6/30/2011 SF		\$0
2011-2012 Employer Contribution Rate		
Risk Pool's Net Employer Normal Cost	6.622%	6.622%
Risk Pool's Payment on Amortization Bases	1.111%	1.111%
Surcharges for Class 1 Benefits	0.464%	0.464%
Phase out of Normal Cost Difference	0.000%	0.000%
Amortization of Side Fund	3.100%	0.000%
Total Employer Contribution Rate	11.297%	8.197%
Amortization Period	11 years	N/A
Change to Total Employer Contribution Rate		(3.100%)

To initiate this change, the enclosed Lump Sum Payment Request must be completed and returned to the Fiscal Services Division with a wire transfer or a check by July 31, 2011. A copy should be sent to us.

If you have questions, please call (888) CalPERS (225-7377).

KERRY J. WORGAN, F.S.A., F.C.I.A.
 Senior Pension Actuary, CalPERS

enc.

G:\Actuary\2010-2011\PA\0801-1200\0933 - Ventura County Transportation Commission\ER 0933 SF payoff- normal- delayed rate impact.doc



Item #11

APRIL 1, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

**FROM: DAREN KETTLE, EXECUTIVE DIRECTOR
SALLY DEGEORGE, FINANCE DIRECTOR**

SUBJECT: FISCAL YEAR 2011/2012 DRAFT BUDGET – PUBLIC HEARING

RECOMMENDATION:

- Receive the Fiscal Year 2011/2012 Draft Budget
- Conduct Public Hearing to receive testimony on the Fiscal Year 2011/2012 Draft Budget as presented.

DISCUSSION

The Fiscal Year 2011/2012 Draft budget is divided into two main sections: the Main Budget and the Program Task Budgets. The Main Budget contains the program overviews and projections and is intended to provide a general understanding of VCTC's budgeted activities and programs for the coming fiscal year. The Program Task Budgets contain task level detail of the projects including objectives and accomplishments. This task driven budget is designed to provide fiscal accountability and a method to evaluate VCTC's programs and services to the region.

As proposed, the draft budget can be characterized in many ways as a "continuation" budget of current programs, projects or on-going activities. Changes to the budget tasks include combining the Transportation Improvement Program and Highway Management into the Transportation Improvement Program and Monitoring budget task under the Planning and Programming programs. The Airport Land Use Commission task is now separated out from the Regional Transportation Planning under the Planning and Programming Programs. Lastly, the Debt Service budget task was removed from the General Government Program as the Lewis Road bond was paid off in March 2011.

At \$46,213,029, the Fiscal Year 2011/2012 budget is \$37,503,775 or 44.8% less than Fiscal Year 2010/2011 largely due to the completion of the Lewis Road project and repayment of the associated bond. The Metrolink Commuter and Special Rail Projects budget includes approximately \$2.5 million less this year as the one-time proposition 1B projects were funded in Fiscal Year 2010/2011. Also, staff expects the Transit Grant Administration budget to increase when the new pass-through projects are added to the final budget. More details about these budgets and all the budgets can be found within the second part of the budget, the Program Task Budget section.

There was a slight decrease in personnel costs this fiscal year with salary and benefit costs representing 5.2% of the budget. The budget has no "cost of living adjustments" factored in to personnel costs but does allow for some flexibility to provide merit-based increase for employees who have not reached the top of their salary range. Personnel changes include a new part-time intern funded by a one-time grant to assist the transit department and some reassignment of staff supervision. Unfortunately, the draft budget also includes the elimination of the Capital

Projects Director position as there are no capital projects to be managed in the Fiscal Year 2011/2012 or in the foreseeable future. Two part-time annuitants are budgeted to perform needed work that does not necessitate two full-time positions. Further information about these changes can be found within the Personnel section of the budget.

The draft budget is a “work in progress” for VCTC as tasks are fine tuned, the Commission provides input and new information becomes available from our transportation partners such as Metrolink and funding from the State and Federal governments. An example of the “work in progress” nature of the budget is the uncertainty of the State budget and the Federal reauthorization and the impacts potential cuts may have on services provided by VCTC.

As required by the VCTC Administrative Code, the Proposed Draft Budget was reviewed by the VCTC Finance Committee which consists of Chairman Fulton, Vice-Chair Zaragoza, and Immediate Past Chairman Gillette. Present at the meeting on Thursday, March 24, 2011 was Vice-Chair Zaragoza and Past-Chairman Gillette who recommended the Fiscal Year 2011/2012 budget be approved as submitted.

Per the Administrative Code, a public hearing will be held at the April meeting. The final budget is scheduled for adoption at the Commission’s June 2011 meeting at which time a second public hearing will be held pursuant to the VCTC Administrative Code.

The Fiscal Year 2011/2012 Proposed Draft Budget is a balanced budget and is a separate attachment to the agenda.



Item # 12

April 1, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: STEVE DEGEORGE, PLANNING & TECHNOLOGY DIRECTOR
SUBJECT: VENTURA COUNTY BIKEWAYS MAPS

RECOMMENDATION:

- The Commission authorize staff to publish a Request For Proposal (RFP) seeking the redesign and printing of an updated Ventura County Bikeways Map.

DISCUSSION:

Beginning in 1990 the Commission has, as time and funding allowed, published a countywide bicycle lane map, the Ventura County Bikeways Map. The last edition of this map was published in 2005 and is in need of updating to provide the most current information about bicycle lanes in the County. Staff coordinates this effort with each city and the County to ensure that the latest bicycle lane information is included in each map update. Maps are provided to the public free of charge and distributed through VCTC events, city halls, bicycle shops, libraries and other venues.

This activity was anticipated and shown as a line item in the Fiscal Year 2010/2011 Regional Transportation Planning task budget. Project funding in the amount of \$55,000 for design and printing is provided as part of the Rideshare Congestion Mitigation and Air Quality (CMAQ) grant.

Staff is recommending that Commission authorize the release of the Request for Proposal (RFP), as shown in Attachment A, to this item for the redesign and printing of the Ventura County Bikeways Map. Staff will bring the results of the RFP process and contract back to the Commission for approval at the May or June meeting.

Attachment A

**VENTURA COUNTY TRANSPORTATION COMMISSION
REQUEST FOR PROPOSAL (RFP)
FOR
REDESIGN AND PRINTING OF VENTURA COUNTY BIKEWAYS MAP**

The Ventura County Transportation Commission (VCTC) is interested in receiving proposals for the redesign, layout and printing of its Ventura County Bikeways Map. This map illustrates selected bike paths in each of the County's ten cities and in the unincorporated portion of the County. Ventura County Bikeways maps are provided to the public free of charge. (See attached sample)

Completion of this project shall result in a concise, attractive, easy to use informational map that will aid and support the safe and convenient use of bicycles as a mode of transportation in Ventura County.

SCOPE OF WORK

The project consists of graphic design, layout of a map of selected bike paths throughout Ventura County as well as selecting a print contractor and overseeing the final printing of maps to be distributed to the public. The selected bike routes shall be provided by the VCTC in hardcopy and/or Arcview 3.3 format. Base maps are to be provided by the proposer.

All artwork, graphics, fonts, colors will be consistent with the VCTC style guide attached to this RFP.

WORK PRODUCTS

- Prepare preliminary graphic design and layout for approval.
- Prepare draft map including all artwork and all copy, including but not limited to safety tips for bicycles, bicycle resources and bicycle path classifications.
- Delivery of final copies of the Bikeways Map, (number of copies to be determined at the time the contract is executed.)
- Web-ready version of the Bikeways Map (This item is optional at the VCTC's discretion and will be determined at the time the contract is executed.)

PROPOSED PROJECT SCHEDULE

Proposal Deadline	-	April 29, 2011 4:00 PM
Notice to Proceed	-	May 16, 2011
Deliver Draft Map	-	June 6, 2011
Delivery of Maps	-	June 30, 2011

PROPOSAL REQUIREMENTS

Three hardcopies (electronic submissions will not be accepted) of the proposal shall be submitted no later than **4:00 P.M. Friday, April 29, 2011. Proposals delivered after the stated time will not be considered.**

Proposals shall be delivered to the VCTC offices at:

Ventura County Transportation Commission
Attn: Steve DeGeorge, Planning Director
950 County Square Drive, Suite 207
Ventura, CA 93003

There is no expressed or implied obligation for the VCTC to reimburse responding firms for any expenses incurred in the preparation or delivery of proposals in response to this request. The VCTC reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. All submissions are considered a matter of public record. All proposals must include the items listed below. Any proposal that does not include the following shall be deemed non-responsive and rejected:

PROPOSAL INFORMATION AND CONTENT

Proposals should be organized as follows:

1. **Title Page** - Indicate RFP subject, name of proposer's firm, local address, telephone number, name of contact person, and date of proposal as well as the names and contact information of any subcontractors.

Provide the names and titles of individuals authorized to make representations for the proposer.
2. **Table of Contents** - Include a clear identification of the material in the RFP by section and page number.
3. **Letter of Transmittal** - Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work within the specified time period.
4. **Profile of the Proposer** - State whether the firm is local or national, and provide a summary of representative experience relevant to the work solicited by this RFP.
5. **Summary of Proposer's Qualifications** - Provide a brief statement of similar projects performed. Provide a list of references for whom similar work has been performed, as well as references for any proposed subcontractors. Include sample maps or related print material.
6. **Optional Task** – Provide a proposed cost and timeline for a web ready version the Ventura County Bikeways Map. (This item is optional at the VCTC's discretion and will be determined at the time the contract is executed)
7. **Fee Structure** - Include a detailed fee structure for design and layout, specifying paper stock as well as printing costs (based on printing, 15,000, 20,000 or 25,000 maps.)
8. **Certification of Federal Compliance** - Include all necessary federal regulatory compliance certifications in the proposal; see Section VI for certification information and forms,

PROPOSAL EVALUATION

Proposals will be reviewed by a consultant selection committee selected by the VCTC. Interviews, if required, will be held at VCTC office in Ventura during the week of May 9, 2011.

Proposals will be evaluated according to the following criteria:

- Evidence of full understanding of the work to be performed including the importance of graphic design and printer oversight.
- Demonstrated competence to perform work specific to this RFP and the ability to meet the schedule;
- Experience with similar projects/portfolio;
- Assigned personnel qualifications and availability;
- Compliance with all applicable federal regulations and requirements;

VCTC CONTACT INFORMATION

All questions, comments and proposals should be directed to:

Steve DeGeorge, Director of Technology
 Ventura County Transportation Commission
 950 County Square Drive, Suite 207
 Ventura, CA 93003

Phone: (805) 642-1591 (ext. 103)

Email: sdegeorge@goventura.org

FEDERAL REQUIREMENTS AND CERTIFICATIONS

This project is funded with Congestion Mitigation and Air Quality (CMAQ) program funds administered by the Federal Highway Administration (FHWA) and therefore must comply with federal requirements. The following federal requirements and certifications found in the Appendix are considered a part of this RFP and will become a part of the contract for consultant services. The certifications must be signed and included in the consultant's submittal for the proposal to be considered "responsive."

APPENDIX: FEDERAL REQUIREMENTS AND CERTIFICATIONS

- A. Proposal Cost Form
- B. Proposer's Reference Form, Parts I & 11
- C. Certification Regarding Debarment
- D. Worker's Compensation Insurance Certification
- E. List of Subcontractors (File if Applicable)
- F. Federal Transit Administration Guidelines
- G. Disclosure of Lobbying Activities Form

**APPENDIX A
PROPOSAL COST FORM**

TO: VENTURA COUNTY TRANSPORTATION COMMISSION

DATE:

In response to the Request for Proposals for _____, the proposer submits the costs for the project as detailed on the following page(s) and as itemized to include costs for each task as described in the Scope of Work.

If awarded the Contract, the undersigned hereby agrees to sign said Contract and to furnish the necessary certificates and performance bond (if required).

PROPOSER: _____

CONTACT: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____ @ _____

SIGNATURE: _____

TITLE: _____

**APPENDIX B
PROPOSER REFERENCE FORM – PARTS I AND II**

A. NAME _____

B. Proposer is a: (circle one)

Corporation [Partnership [Association [Sole proprietorship

C. Proposer's Address and Telephone Number;

D. Name, Title, and Telephone Number of Proposers' Authorized Representative:

PART II

Client List for Bicycle Maps or Similar Projects Currently and/or Previously Provided:

1. Client Name: _____

Client Address: _____

Contact Person: _____

Telephone Number: _____

Period of Service: _____

2. Client Name: _____

Client Address: _____

Contact Person: _____

Telephone Number: _____

Period of Service: _____

3. Client Name: _____

Client Address: _____

Contact Person: _____

Telephone Number: _____

Period of Service: _____

APPENDIX C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Lower Tier Participant (applicant for a third party subcontract or sub-grant under Federal Project), _____, certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or VCTC.

Where the Lower Tier Participant (Applicant for a third party subcontract or sub-grant under an Federal project), is unable to certify any of the statements in this certification, such Participant shall attach an explanation to this proposal.

THE LOWER TIER PARTICIPANT (APPLICANT FOR A THIRD PARTY SUBCONTRACT OR SUB-GRANT UNDER AN FHWA PROJECT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official

Attorney's Signature

Title of Authorized Official

Date

APPENDIX D

WORKER'S COMPENSATION INSURANCE CERTIFICATE

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Contractor shall secure the payment of Workmen's Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish VCTC with a certificate evidencing such coverage together with a verification thereof as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

SIGNED: _____
(Contractor)

DATE: _____

APPENDIX E

**LIST OF SUBCONTRACTORS
(FILE IF APPLICABLE)**

Name of Subcontractor	Address/Phone	Items of Work
-----------------------	---------------	---------------

APPENDIX F

FEDERAL REQUIREMENTS

1. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable Federal Highway Administration (FHWA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the grant agreements between the Ventura County Transportation Commission (VCTC) and FHWA, as they may be amended or promulgated from time to time during the term of this contract. Failure by the Contractor to so comply shall constitute a material breach of this contract. In the event any such changes significantly affect the cost or the schedule to perform the work, the Contractor shall be entitled to submit a claim for an equitable adjustment under the applicable provisions of this contract.

2. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The VCTC and the Contractor acknowledge and agree that, notwithstanding any occurrence by the Federal Government in or approval of this solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to VCTC, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. DISADVANTAGED BUSINESS PARTICIPATION

A. General Provisions

The Ventura County Transportation Commission (VCTC) has established a DBE Program pursuant to 49 C.F.R. Part 26, which applies to this Agreement. The requirements and procedures of VCTC's DBE Program are hereby incorporated by reference into this Agreement. Failure by any party to this Agreement to carry out VCTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement, and may be grounds for termination of this Agreement, or such other appropriate administrative remedy. Each party to this Agreement shall ensure that compliance with VCTC's DBE Program shall be included in any and all sub-agreements entered into which arise out of or are related to this Agreement.

CONTRACTOR's failure to make good faith efforts to comply with VCTC's DBE Program shall be considered a material breach of this AGREEMENT and may give rise to certain administrative penalties and proceedings, including, but not limited to, those set forth in 49 C.F.R. Part 26.107.

No later than Thirty (30) working days after receiving payment of retention from VCTC for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall make full payment to its subcontractors of all compensation due and owing under the relevant subcontract agreement, unless excused by VCTC for good cause pursuant to provisions of Section B below.

No later than Thirty (30) days after receiving payment of retention from VCTC for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall also make full payment to its subcontractors of all retentions withheld by it pursuant to the relevant subcontract agreement, unless excused by VCTC for good cause pursuant to provisions of Section B below.

B. Good Cause

CONTRACTOR may only delay or postpone any payment obligation (or retention) to any of its subcontractors for services rendered arising out of or related to this Agreement where, in VCTC's sole estimation, good cause exists for such a delay or postponement. All such determinations on VCTC's part that good cause exists for the delay or postponement of CONTRACTOR's payment obligation to its subcontractor must be made prior to the time when payment to the subcontractor would have been otherwise due by CONTRACTOR.

4. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), and subcontractors agree as follows:

A. COMPLIANCE WITH REGULATIONS:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. NONDISCRIMINATION

In accordance with Title VI of the Civil Rights act, as amended, 42 U.S.C. 200d section 3 03 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FHWA may issue.

C. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this Contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 Relating to Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project for which this Contract work is being performed. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment of recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FHWA may issue.
2. **Age** – In accordance with section 4 of the Age discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the contractor agrees to comply with any implementing requirements FHWA may issue.

3. **Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “ Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.
4. **Immigration and Naturalization Act of 1986** – In connection with the execution of this Contract, the Contractor must comply with all aspects of the federal Immigration and Naturalization Act of 1986.

D. SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

E. INFORMATION AND REPORTS:

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by VCTC or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to VCTC or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

F. SANCTIONS FOR NONCOMPLIANCE:

In the event of the Contractor’s noncompliance with nondiscrimination provisions of this contract, VCTC shall impose contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Contractor under the contract until the Contractor complies; and/or
2. cancellation, termination, or suspension of the contract, in whole or in part.

G. INCORPORATION OF PROVISIONS:

The Contractor shall take such action with respect to any subcontract or procurement as VCTC or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request VCTC, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. SUBCONTRACTS

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA, modified only if necessary to identify the affected parties.

5. ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide VCTC, the FHWA Administrator, the Comptroller General of the United States or of any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making and conducting audits, inspections, examinations, excerpts, and transcriptions.

The Contractor also agrees, pursuant to 49 CFR 633.1.7, to provide the FHWA Administrator or his or her authorized representatives, including any Project Management Oversight (PMO) contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described in 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain such books, records, account and reports until the VCTC, the FHWA Administrator, the Comptroller general, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

6. SUBCONTRACTORS' CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION

A. The Contractor shall include in each subcontract exceeding \$100,000, regardless of tier, a clause requiring each lower tiered subcontractor to provide the certification set forth in paragraph B of this section. Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall knowingly enter into any lower tier subcontract exceeding \$100,000 with a person who is disqualified, suspended or declared ineligible from obtaining federal assistance funds. If a proposed subcontractor is unable to certify to the statements in the following certification, the Contractor shall promptly notify VCTC and provide all applicable documentation.

B. Each subcontractor with a subcontract exceeding \$100,000 shall certify as follows:
Subcontractor's Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. _____ ("subcontractor") certifies, by submission of its proposal to _____ ("Contractor"), that neither it nor its "principals" (as defined in 49 CFR 29.105(p)1 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracts by any Federal department or agency.
2. If subcontractor is unable to certify to the statements in the certification, subcontractor has attached a written explanation to its proposal to the Contractor.

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. And U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FHWA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the

Federal Government reserves the right to impose the penalties of the Program fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FHWA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

9. COPELAND ANTI-KICKBACK ACT

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

10. ENVIRONMENTAL REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. Clean Air

The contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 1 1017 of the California Government Code. All Contractors and suppliers shall be required to submit evidence, if requested, to VCTC that the governing air pollution control criteria will be met.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.

B. Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to VCTC. VCTC will, in turn, report each violation as required to assure notification to FHWA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.

C. Energy Conservation

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (42 U.S.C., Section 6321 et seq.).

11. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962, including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. INCORPORATION OF FEDERAL HIGHWAY ADMINISTRATION (FHWA) TERMS

The provisions in this Section (FHWA Requirements) include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by DOT, as set forth in FHWA Circular 4220.1D, dated April 15, 1996 as it may be amended from time to time, are hereby incorporated in this Contract reference. Anything to the contrary herein notwithstanding, all FHWA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any requests of the VCTC which would cause the VCTC to be in violation of the FHWA terms and conditions.

13. BREACHES AND DISPUTE RESOLUTION PROCEDURE

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of VCTC. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the VCTC. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the VCTC shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by VCTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the VCTC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available under this Agreement shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the VCTC, Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this under the Agreement, except as may be specifically agreed in writing.

14. TERMINATION

Termination for Convenience - The VCTC, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default [Breach or Cause] - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the VCTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the VCTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the VCTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision) - The VCTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to VCTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from VCTC setting forth the nature of said breach or default, VCTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude VCTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach - In the event that VCTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by VCTC shall not limit VCTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

15. PROTEST PROCEDURES

The FHWA will only review protests regarding alleged failure of VCTC to follow the written and adopted Contract Protest Procedures.

16. FHWA ROLE IN BID PROTESTS

Protestors shall file a protest with FHWA not later than five days after a final decision is rendered under the VCTC's protest procedure. In instance where the protestor alleges that the VCTC failed to make a final determination on the protest, protestors shall file a protest with FHWA not later than five days after the protestor knew or should have known of VCTC's failure to render a final determination on the protest.

Protests should be filed with the appropriate FHWA Regional Office with a concurrent copy to the grantee. The protest filed with FHWA shall:

Include the name and address of the protestor.

Identify the grantee, project number, and the number of the contract solicitation.

Contain a statement of the grounds for the protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

FHWA may dismiss the protest without further process if the protest, as originally filed, fails to establish grounds for FHWA review.

APPENDIX G

Lobbying Certification

As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, I certify to the best of my knowledge and belief that for each application for federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of _____, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FHWA for Federal assistance, I assure that Standard Form-LLL, "Disclosure Form to Report Lobbying," would be submitted and would include all information required by the form's instructions.

I understand that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. I also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature & Title of Authorized Official

Date



Item #13

April 1, 2011

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

RECOMMENDATION:

- Adopt the following positions on legislation:
 4. AB1308 (Miller) – Support
 5. SB 468 (Kehoe) – Oppose Unless Amended
 6. HR 526 (Calvert) – Support

- Receive and file the state legislative report and matrix (Attachment E).

BACKGROUND:

Federal Issues

On March 4, President Obama signed a seven-month transportation authorization extension, which extends the transportation program at its existing funding level through September 30th. Subsequently, House Transportation and Infrastructure Chair John Mica stated that this extension will be the last short-term extension and that he expects a multi-year authorization to pass prior to September 30th. Meanwhile, the transportation appropriation and other government appropriations received a two-week extension through March 18th, followed by a three-week extension through April 8th, as the Senate and the House continue to negotiate the amount of funding cuts for the annual budget.

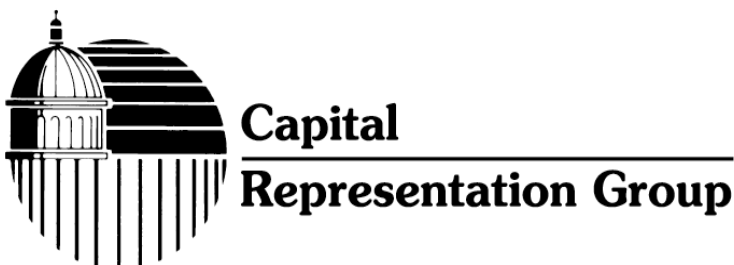
At this time it appears that a significant target for transportation cuts for the current year budget will be project earmarks, including previously-appropriated earmarks which are not yet obligated. As a result, there has been a significant push from various project sponsors for the federal government to quickly obligate projects. As was mentioned at the March Commission meeting, one Ventura County earmark which is threatened is the \$750,000 for the Metrolink Sealed Corridor improvements in Simi Valley, which are among the projects cut in the approved House version of the budget. Metrolink has been working with FRA and Caltrans to attempt to obligate the funds as quickly as possible. However, in many cases the federal process simply does not allow a quick obligation of project funds. For example, the North Coast Transit District could lose \$25 million for Positive Train Control in San Diego County, but the federal government is not able to obligate these funds until August at the earliest.

Last month the Legislative Report included a mention of HR 526, the "ON TIME" Act, introduced by Congressman Ken Calvert (R-Riverside). This month's report includes an analysis of that bill with a recommendation that VCTC adopt a SUPPORT position.

State Issues

Attached is the monthly report from Tim Egan, VCTC's Sacramento representative. As of the writing of this report, there is still no news regarding the state budget.

Attached are analyses of two bills recommended for a position. AB 1308, by Assembly Member Jeff Miller (R-Orange), would provide that fuel tax revenues can continue flowing to transportation projects during a State Budget impasse. Staff recommends the Commission adopt a SUPPORT position on this bill. On the other hand, staff recommends an OPPOSE UNLESS AMENDED position on SB 468, introduced by Senator Christine Kehoe (D-San Diego). This bill would place significant additional planning requirements on State Highway capacity-increasing projects in the coastal zone. The attached state legislative matrix shows the status of these bills.



March 22, 2011

To: Ventura County Transportation Commission
Darren Kettle
Peter DeHaan

Subject: LEGISLATIVE REPORT

STATE BUDGET

On Thursday, March 17, both Houses of the State Legislature approved the main budget bill SB 69 and over a dozen budget trailer bills. The Assembly failed to pass by one vote (53-23) SB 77 which would have eliminated redevelopment agencies. The vote fell along a straight party line vote with the exception of Assembly Member Chris Norby (R-Fullerton) who, after an impassioned floor speech against RDAs, voted with the Democrats. SB 77 was granted reconsideration and may be brought up again in the Assembly for another vote sometime this week. The prognosis is that the legislation will ultimately pick up the required 2/3rds vote to pass. Late last week an alternative was floated by the League of Cities and California Redevelopment Association (CRA) which would allow RDAs to voluntarily suspend their housing set-aside for FY 2011-12 and that an equivalent amount of funds would be contributed to school districts in project areas. In exchange for their contribution for FY 2011-12, the local RDA would be allowed to extend its life for up to two years. An alternative approach would grant RDAs the ability to voluntarily contribute up to 10 percent of their tax increment to local school districts for 10 years beginning in FY 2011-12. The Redevelopment Association conservatively estimates that the alternative could raise more than \$2.7 billion in funds for school districts. The outlook for this alternative proposal is not good, especially in light of the aggressive lobbying undertaken by the League and CRA since January and that it just now surfaced after the budget package was passed by the Budget Conference Committee.

Another issue has also come to light and that concerns a proposal from the Southern California Association of Non-Profit Housing which would re-route the RDA Low and Moderate Housing funds through Councils of Governments or where COGs do not exist through the Regional Transportation Planning Agency. While specific legislative language has not surfaced, we understand the basic concept is to begin in FY 2012-13 and have the COGs handle and allocate the Low and Moderate Income Housing funds historically handled by RDAs. The COGs would then distribute the housing funds as grants to cities and counties that would want these funds proportionate to where these funds are generated. We anticipate this proposal and other alternatives will surface when the Legislature circles back in May to deliberate on the appropriate successor agency for Redevelopment Agencies, including the affordable housing programs.

Gas Tax Swap Passes

The transportation trailer bill – AB 105 – which re-enacts the fuel tax swap – passed both Houses overwhelmingly (39-0 in the Senate and 69-4 in the Assembly). AB 105 specifically re-enacts the March, 2010 fuel tax swap to conform with the two-thirds vote requirement of Proposition 26 by substituting the fuel tax with truck weight fees which will provide approximately \$1.5 billion for the STIP, local streets and roads and Caltrans SHOPP. It provides as much as \$1.7 billion in General Fund relief over two years with the dedication of the weight fees to support GO transportation bond debt, which should make it easier to access Prop 1A and IB funding later this year. AB 105 also preserves \$330 million in State Transit Assistance (STA) funding for FY 2011-12 for local transit and intercity rail.

So What Has Passed So Far

With the passage last week of the main budget bill – SB 69 and the 15 other budget “trailer” bills the Legislature has approved approximately \$14 billion in budget solutions, \$9 billion of which are in the trailer bills. Most of the savings won’t start until July, but some cuts in health and welfare programs could begin 90 days after the Governor signs the bills. At this point, SB 69 is being held by both Houses until the Legislature completes action on the remaining bills for the tax extensions and elimination of RDAs. However, the two Houses intend to send the 15 trailer bills (including AB 105 – the transportation trailer bill) to the Governor, which raises the obvious question of, how can the Governor sign the budget trailer bills without first acting on the main budget bill. The answer lies buried in one of the trailer bills – SB 84 which specifies that the new trailer bills are instead tied to last year’s 2010-11 Budget Act, and not the Budget Act passed last week. Also some, but not all, of the trailer bills were approved by a majority vote as authorized under Proposition 25. Also, by passing the main budget bill the Legislature may have met the requirement to pass its spending plan by June 15 to avoid the new legislative pay penalty enacted by Proposition 25, though some interpret these new requirements to mean that the Legislature must both pass and send the Budget Act to the Governor.

Status of the Negotiations over the Tax Extensions

Five Senate Republican Members commonly referred to as the “GOP 5” have been meeting and negotiating with the Governor, Assembly Speaker and Senate President Pro Tem over a number of reform issues and alternatives. While the members of the GOP 5 have limited their access and comments, certain elements of their reform proposals have surfaced and are listed below:

- **Spending cap:** A tight rein that would be broken only in emergencies. School funding would be a priority allowing for more per-pupil spending.
- **Education changes:** Modifications to tenure, which currently gives teacher’s job protections. Tie jobs to performance, give administrators more flexibility to fire bad teachers, allow parents greater latitude in choosing schools.
- **Pensions:** End guaranteed or defined pension plans for new employees. Switch to 401(k)-type plans and require workers to pay more into the system. End the policy of tying pension benefits to the last, and presumably highest salary. Ban pensions that would exceed \$100,000 a year.
- **Regulations:** Draft more business-friendly regulations and require rules and laws to include the estimated cost on business. Limit lawsuits against businesses and streamline environmental reviews for some projects, or waive them altogether.
- **Government services:** Allow private business to bid on more state services and projects.
- **Tax changes:** Overhaul the state tax code and lower the tax rates. In return, close loop holes and broaden the taxpayer base.

- **Redevelopment:** Agree to some changes on divisions of the property tax and limit the types of projects that can be funded. But protect the basic structure and goals of redevelopment agencies and enterprise zones designed to encourage business investment in selected neighborhoods.
- **Tax extension:** Agree to place a measure on the ballot only if the above demands are met. Even then, have the extension expire sooner than the currently proposed five years.

The GOP 5 includes Senators Tom Harman (Huntington Beach), Bill Emmerson (Riverside), Sam Blakeslee (San Luis Obispo), Tom Berryhill (Stanislaus), and Anthony Cannella (Ceres).

State to Cancel Bonds Sales

In an effort to conserve state cash of about \$175 million in debt payments, the Governor and State Treasurer previously announced that the state would cancel the “Spring” bond sale which would have included financing under Propositions 1A & 1B. Further, to compound and complicate this issue the Treasurer has privately indicated that should the Legislature not place on a June Special Election the tax extensions or the voters not approve the initiative that the likelihood exists that the state would also cancel the “Fall” bond sale. Any further deferral will have a significant impact on VCTC priority projects, as well as add to the time crunch to allocate bond funds by June of 2012 and under construction by the end of 2012.

AB 1308 (MILLER) – TRANSPORTATION REVENUE PROTECTION

In November, 2010, the voters passed Proposition 22, to protect local government and transportation funds from being used to balance the State General Fund. Among the funds protected by Proposition 22 is the Highway Users Tax Account (HUTA), which contains the revenues generated by the State's fuel excise tax. However, HUTA funds still do not become available for expenditure unless appropriated by the Legislature in the budget.

There have been a number of years, most recently 2010, when a delay in State Budget approval interfered with the cash flow of the State Highway Account. In those years, even though fuel tax revenues were sufficient to support the allocation of funds to projects, those projects were placed on hold due to lack of an approved Budget, and so projects were delayed. In fact, had the 2010 Budget approval been delayed much longer, VCTC might not have received the AB 3090 reimbursement for the Lewis Road project in time to meet the deadline for paying off the bonds. There have even been times when a delay in State Budget approval threatened Caltrans' ability to continue payments on existing contracts, which could have led to a costly suspension of construction contracts. A delay in the State Budget also delays the subventions of HUTA funds for local streets and roads.

In many counties having a sales tax for transportation, the cash flow coming from the measure has been used to front the funds needed to keep Caltrans projects moving forward during a State Budget impasse. However, in counties such as Ventura where there is no local transportation revenue source, if State funds for a Caltrans project are delayed, then the project must be delayed.

AB 1308, introduced by Assemblyman Jeff Miller (R-Orange), provides that fuel tax revenues are defined as "continuously appropriated" and therefore would not require annual approval as part of the State Budget, but would continue flowing to Caltrans and local governments regardless of the budget status. While this bill would certainly be helpful in counties having their own transportation funding measure, the greatest benefit would be in counties such as Ventura, where actual project delays might be avoided. Staff therefore recommends the Commission adopt a SUPPORT position on AB 1308.

Recommended Position: Support

SB 468 (KEHOE) – HIGHWAY WIDENING PROJECTS

SB 468, authored by Senator Christine Kehoe (D-San Diego), places specific requirements on capacity-increasing State Highway projects in the coastal zone. These requirements are as follows:

- Caltrans must collaborate with local agencies and the regional transportation planning agency to develop traffic congestion reduction goals, identifying how the proposed project will achieve the goals without compromising the unique features of the coastal zone.
- The project environmental document must include other proposed state highway projects or proposed local street and road projects that are parallel to the proposed project.
- If there is a public transportation service in the corridor affected by the proposed project, including a commuter rail service, for which there is a program of service and facility investments as part of a corridor plan, the proposed project shall not proceed to construction until the transit investment program is complete.
- If the proposed project will generate additional traffic on city and county streets and roads within the coastal zone, a program of improvements to mitigate the effects of additional traffic on the local facilities shall be identified, the cost of the necessary improvements shall be determined, and funding shall be made available to fund the improvements. The proposed project shall not proceed to construction until this mitigation program is implemented.
- To the extent that there are multiple proposed projects in a corridor that are part of a program of projects, construction shall be implemented sequentially, with construction on a subsequent project beginning only after the previous project has been completed. Environmental consequences of each proposed project sequentially constructed shall be monitored to ensure that the benefits from mitigation, as described in the project's environmental documents, are being achieved.

Although this bill was written with a specific project in mind in San Diego County, it would apply to all State Highway widening projects in the coastal zone, which would include proposed improvements to Route 101 from Ventura north through Santa Barbara. The requirements contained in the bill could significantly delay, if not stop, such projects.

The California Environmental Quality Act already requires significant environmental analysis prior to approval of any highway widening project, and projects in the coastal zone are also subject to a second level of review by the Coastal Commission. This bill appears to add another significant layer of analysis requirements on top of the significant environmental protections already in place.

A more specific concern in Ventura County is the potential impact on the Route 101 Carpool Lane project from Mussel Shoals to Carpinteria, which already has an approved environmental document and is on schedule to be ready-to-list within the next few months. Should the requirements of SB 468 be applied to this project, it would trigger additional planning studies and likely cause the project to miss the legislatively-mandated deadline under Proposition 1B to begin construction by December 2012. Staff therefore recommends the Commission adopt a position of OPPOSE UNLESS AMENDED on this bill.

Recommended Position: Oppose Unless Amended

HR 526 (CALVERT) – ON TIME Act

Congressman Ken Calvert (R-Riverside) has introduced HR 526, entitled the “ON TIME” Act, which is a reintroduction of his previous bill, HR 5102. This bill would levy a fee on imports of 0.075% of the value of a shipment, or \$500, whichever is less, to be allocated to state departments of transportation for improvements to goods movement corridors. Funds could only be used for improvements in defined trade corridors surrounding the port at which the fee was collected, thereby providing a return to source revenue stream. Projects funded by the fee would be determined by a consultative process led by the Secretary of the U.S. Department of Transportation that includes regional agencies, states, and the private sector.

Although VCTC has not taken a position in prior versions of the ON TIME Act, Mobility 21 and several of the Southern California county transportation commissions have supported the prior versions. Staff recommends that VCTC support this bill.

Recommended Position: Support

VENTURA COUNTY TRANSPORTATION COMMISSION STATE LEGISLATIVE MATRIX BILL SUMMARY March 21, 2011			
BILL/AUTHOR	SUBJECT	POSITION	STATUS
AB 1308 Miller	Appropriates Highway Users Tax Account (HUTA) funds to continue flowing absent an adopted State Budget.	Support	No committee assignment.
SB 468 Kehoe	Adds requirements for capacity-increasing State Highway projects in the coastal zone.	Oppose Unless Amended	In Senate Transportation & Housing Committee.



Item # 14

April 1, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: ED WEBSTER, MANAGER, TRANSIT DEPENDENT PROGRAMS
**SUBJECT: ADOPT PRIORITIZED LIST OF PROJECTS FOR FTA SECTION 5310
(ELDERLY AND DISABLED SPECIALIZED TRANSIT) GRANTS**

RECOMMENDATION:

- Adopt the attached list of FY 2010/11 project scores; and,
- Authorize the Executive Director to certify the applications and forward the applications and prioritized list to the California Department of Transportation (Caltrans).

BACKGROUND:

The Federal Transit Administration (FTA) has capital funds available annually through Section 5310 for “financial assistance for transportation services planned, designed and carried out to meet the special transportation needs of elderly individuals and individuals with disabilities.” Unlike other federal grant programs, which are allocated separately to the urban areas, Section 5310 grants are available on a statewide competitive basis.

At the February 4, 2011 Commission meeting, the Commission approved a call for projects for the FY 2010-11 Section 5310 grants, with an application deadline of March 4, 2011, in accordance with the Caltrans adopted timeline for grant applications.

Subsequently three applications were received as follows:

- The Arc of Ventura County- three replacement small buses, combined cost \$195,000
(to replace vehicles 9 to 11 years old)
- Camarillo Health Care District- 7 GPS units for existing vehicles, total cost \$2,800
(to improve the efficiency of service using existing vehicles)
- HELP of Ojai- one additional minivan, cost \$44,000
(to accommodate the growing number of seniors)

Federal law requires that all projects using 5310 funds must be consistent with the approved human services coordination plan, which in Ventura County is the Human Service Transportation and Transit Service Coordination Study (April 13, 2007). This plan identifies Ventura County coordinated transportation priorities and project selection criteria. Each proposed project was evaluated by VCTC staff to ensure that it “is derived from the Coordinated Plan.”

Revenue Estimates and Timeline

Statewide \$25 million is available for Section 5310 grants. Caltrans has prepared a timeline which calls for the following:

- Grant applications submitted to VCTC by 5:00 pm March 4, 2011.
- VCTC forwards a regional prioritized list with scores and copies of applications with approved Certifications and Assurances to Caltrans by 5:00 pm May 6, 2011.
- Regional scores are merged into a statewide-prioritized list of projects. State Review Committee reviews and verifies scores submitted by June 6, 2011.
- Caltrans submits draft list to the California Transportation Commission (CTC). CTC circulates and conducts a public hearing to approve grants by August 10, 2011

Because of the very tight schedule (applications due to Caltrans prior to VCTC's May hearing), VCTC staff presented the draft scores to a joint meeting of TRANSCOM (Transit Operators Committee) and the VCTC Human Service and Transportation Service Coordination AD Hoc Committee only 4 days after receiving the applications. The joint committees approved staff's scoring of the projects, and agreed that due to the very tight time frame, applicants would be allowed until April 18, 2011 to submit additional information which might affect their scores. Staff has since made the appropriate scoring changes based on information provided by the applicants, resulting in slightly increased scores for two of the applicants.

Project Scoring

Scores adopted by the Commission will not necessarily be the final scores for these projects, and VCTC is not in a position to issue grant funds. Rather, VCTC is the first step in a process to receive grant funds based on a statewide priority list.

The attached scores for local applications have been developed based on Caltrans's "FTA Section 5310 Quantitative Scoring Guidelines." These Guidelines require scoring of each application in four categories: Ability of Applicant, Coordination Planning, Existing/Proposed Transportation Services and Service Effectiveness.

The Caltrans criteria call for scores based on objective criteria, so that a fair comparison can be made of applications from agencies throughout the state.

Following submittal of the scores/rankings approved by the Commission, the applications will be reviewed (and possibly modified) by Caltrans staff and the State Review Committee. The State Review Committee will use the scores to create a statewide-prioritized list of projects, which will be submitted to the California Transportation Commission for final adoption/funding.

**SECTION 5310
ADOPTED REGIONAL PRIORITY LIST**

APPLICANT	PROJECT	TYPE	VIN	QTY	SEC 1 SCORE	SEC II SCORE	SEC III SCORE	SEC IV SCORE	PROJ SCORE
Arc	Minivan	R	10313	1	31	18	20	16	85
Arc	Minivan	R	28124	1	31	18	20	16	85
Arc	Minivan	R	27065	1	31	18	20	16	85
HELP of Ojai	Minivan	N		1	26	18	20	15	79
CHCD	GPS Units	N		7	28	18	9	19	74

Maximum Points

32

18

20

30

100



Item #15

April 1, 2011

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: DARREN KETTLE, EXECUTIVE DIRECTOR
SUBJECT: COMPREHENSIVE TRANSPORTATION PLAN UPDATE

RECOMMENDATION:

- Receive and File.

BACKGROUND:

VCTC has been conducting stakeholder outreach sessions throughout the county, soliciting input into the development of the Ventura County Comprehensive Transportation Plan. Staff will present a version of the power point presentation being used for these outreach sessions and share some observations of what we have heard.