



# VENTURA COUNTY TRANSPORTATION COMMISSION

LOCAL TRANSPORTATION AUTHORITY

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, JUNE 2, 2017

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. **CALTRANS REPORT** - *This item provides the opportunity for the Caltrans representative to give update and status reports on current projects.*
6. **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.*
7. **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.*
8. **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.*

**8A. APPROVE SUMMARY FROM MAY 12, 2017 VCTC MEETING – PG.5**

***Recommended Action:***

*Receive and File*

**Responsible Staff: Donna Cole**

**8B. MONTHLY BUDGET REPORT – PG. 9**

***Recommended Action:***

*Receive and File*

**Responsible Staff: Sally DeGeorge**

**8C. PASSENGER RAIL UPDATE – PG. 17**

***Recommended Action:***

*Receive and File*

**Responsible Staff: Ellen Talbo**

**8D. FEDERAL TRANSIT ADMINISTRATION GRANT AUTHORIZATION RESOLUTION - PG.21**

***Recommended Action:***

*Adopt Resolution No. 2017-05 authorizing the Executive Director to file required grant documents with the Federal Transit Administration*

**Responsible Staff: Peter De Haan**

**8E. CSUCI COOPERATIVE AGREEMENT FISCAL YEAR 2017/2018 EXTENSION - PG.25**

***Recommended Action:***

*Approve the FY 2017-2018 Cooperative Agreement for bus service to California State University Channel Islands (CSUCI) and with CSUCI providing \$460,000 for the service in FY 2017-2018 and authorize the Chairperson to sign the agreement.*

**Responsible Staff: Aaron Bonfilio**

**8F. MEMORANDUM OF UNDERSTANDING BETWEEN VENTURA COUNTY  
TRANSPORTATION COMMISSION AND SANTA BARBARA COUNTY ASSOCIATION OF  
GOVERNMENTS- PG.37**

***Recommended Action:***

*Approve Coastal Express Memorandum of Understanding between VCTC and SBCAG.*

**Responsible Staff: Martin Erickson**

**8G. HARVEST AT LIMONEIRA TEMPORARY CROSSING AGREEMENT - PG.43**

***Recommended Action:***

*Approve the Padre Lane Temporary Crossing Agreement to allow emergency vehicle access to the Harvest at Limoneira Development and accept the \$66,659 cash deposit to be held as security for the removal of the temporary crossing.*

**Responsible Staff: Steve DeGeorge**

**8H. SANTA PAULA BRANCH LINE BUDGET AMENDMENT - PG. 63**

***Recommended Action:***

*Amend the Fiscal Year 2016/2017 Santa Paula Branch Line Budget increasing the Local Fee Permits Revenue Line Item by \$100,000 and correspondingly increasing the following expense line items by the amount indicated: Salaries \$13,900, Legal \$37,000, Consultant Services \$49,000 and Postage \$100.*

**Responsible Staff: Steve DeGeorge**

**8I. RESOLUTION FOR VCTC TO CLAIM FISCAL YEAR 2017/2018 TRANSPORTATION DEVELOPMENT ACT (TDA) LOCAL TRANSPORTATION FUNDS (LTF) AND STATE TRANSIT ASSISTANCE (STA) FUNDS - PG. 65**

***Recommended Action:***

*Approve the attached Resolution #2017-06 authorizing VCTC's claim for Fiscal Year 2017/2018 Transportation Development Act (TDA) Local Transportation Funds (LTF) and State Transit Assistance (STA) funds for transit, planning and administrative expenditures.*

**Responsible Staff: Sally DeGeorge**

**8J. AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY TO IMPLEMENT PROPOSITION 1B CALIFORNIA TRANSIT SECURITY GRANT PROGRAM FUNDED PROJECTS - PG.69**

***Recommended Action:***

*Authorize the Executive Director to execute the attached agreements (Attachment A and Attachment B) including any subsequent technical changes, with the Southern California Regional Rail Authority (SCRRA) to implement Proposition 1B funded improvements.*

**Responsible Staff: Judith Johnduff**

**8K. EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT THIRD AMENDMENT- PG. 79**

***Recommended Action:***

*Adopt a resolution approving the Third Amendment to the Executive Director's Employment Agreement.*

**Responsible Staff: Steve Mattas**

**9. APPROVE FISCAL YEAR 2017/18 TRANSIT PROGRAM OF PROJECTS(PUBLIC HEARING)-PG.85**

***Recommended Action:***

- *Approve the attached Program of Projects (POP) for federal transit operating, planning and capital assistance for FY 2017/18.*
- *Open public hearing and receive testimony.*

**Responsible Staff: Peter De Haan**

**10 TRANSPORTATION DEVELOPMENT ACT (TDA), LOCAL TRANSPORTATION FUND (LTF), APPORTIONMENT FOR FISCAL YEAR 2017/2018 - PG.91**

***Recommended Action:***

*Approve the Local Transportation Fund Apportionment for Fiscal Year 2017/2018 apportioning \$34.1 million as shown in Attachment 1.*

**Responsible Staff: Sally DeGeorge**

**11. FISCAL YEAR 2017/18 BUDGET – PUBLIC HEARING - PG. 97**

***Recommended Action:***

- *Conduct Public Hearing to receive testimony on the Fiscal Year 2017/2018 Budget.*
- *Approve a three percent cost-of-living-adjustment effective July 1, 2017.*
- *Adopt the Fiscal Year 2017/2018 salary schedule (Attachment 1 of this item and Attachment C in the Fiscal Year 2017/2018 Budget) effective July 1, 2017.*
- *Adopt, by resolution 2017-07, the proposed Fiscal Year 2017/2018 Budget*

**Responsible Staff: Sally DeGeorge**

**12. OXNARD SENIOR CENTER- PUBLIC HEARING PG.103**

***Recommended Action:***

- *The Ventura County Airport Land Use Commission (ALUC) find that the proposed Oxnard Senior Center located at 2500 West 5<sup>th</sup> Street is not consistent with the adopted Airport Comprehensive land Use Plan.*
- *The Ventura County Airport Land Use Commission (ALUC) authorize the Executive Director to transmit the ALUC's findings to the City of Oxnard.*

**Responsible Staff: Steve DeGeorge**

**13. LEGISLATIVE UPDATE AND POSITION ON BILLS – PG.107**

***Recommended Action:***

- *Adopt "Support" position on AB 1218 (Oberholte), to expand the categorical exemption under the California Environmental Quality Act (CEQA) for bicycle facilities.*
- *Adopt "Support" position on SCA 6 (Wiener), to place before the voters a measure to lower the transportation measure supermajority requirement to 55%.*

**Responsible Staff: Peter De Haan**

**14. VCTC GENERAL COUNSEL'S REPORT**

**15. AGENCY REPORTS**

**16. CLOSED SESSION**

Conference with Legal Counsel – Existing Litigation  
(Pursuant to Government Code Section 54956.9(d)(1))  
*Fillmore & Western v. VCTC*, Case No. 56-2016-00482491  
*VCTC v. Fillmore & Western*, Case No. 56-2014-00449769

**17. ADJOURN to 9:00 a.m. Friday, July 7, 2017**



Item #8A

# Meeting Summary

## VENTURA COUNTY TRANSPORTATION COMMISSION

LOCAL TRANSPORTATION AGENCY

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, MAY 12, 2017

9:00 AM

**MEMBERS PRESENT:** Bryan MacDonald, City of Oxnard, Chair  
Linda Parks, County of Ventura, Vice Chair  
Jan McDonald, City of Camarillo  
Manuel Minjares, City of Fillmore  
Ken Simons, City of Moorpark  
Randy Haney, City of Ojai  
Will Berg, City of Port Hueneme  
Ginger Gherardi, City of Santa Paula  
Mike Judge, City of Simi Valley  
Steve Bennett, County of Ventura  
Kelly Long, County of Ventura  
John Zaragoza, County of Ventura  
Jim White, Citizen Rep., County  
Carrie Bowen, Caltrans District 7

**ABSENT:** Neal Andrews, City of San Buenaventura  
Claudia Bill-de la Peña, City of Thousand Oaks  
Peter Foy, County of Ventura  
Brian Humphrey, Citizen Rep., Cities *(representing VCTC at SCRRA meeting)*

**CALL TO ORDER**

**PLEDGE OF ALLGIANCE**

**ROLL CALL**

**PUBLIC COMMENTS FOR THOSE ITEMS NOT LISTED ON THIS AGENDA - *None***

**CALTRANS REPORT -**

Carrie Bowen distributed copies of the Caltrans Quarterly report. Included in the report was a recap of the storm damage from the rain for a total of \$925 million in damage across the state. Caltrans officials traveled to Washington, DC to request an increase in their allocation. San Luis Obispo continues to have slides and several bridges are washed out. Overall damage to infrastructure is significant throughout the state.

Ventura County currently has \$270 million of projects in design and \$200 million under construction. The SR 126 safety project is no longer on the list of programmed projects. Work has been discontinued on the concrete median barrier and roundabouts, however incremental improvements and alternatives continue to be explored.

**COMMISSIONERS REPRTS**

Commissioner Zaragoza reported on the Gold Coast Transit Ground Breaking Ceremony. The new facility will replace the current 2 acres with a 15 acre bus yard.

Commissioner McDonald commented that Roadrunner received a Small Business of the year award in Los Angeles.

Commissioner Parks reported that the Civic Alliance did a comparison of transit services in the county and found that GCT ridership receives the least amount of supplemental funding. In conjunction with Bike to Work Week, on Monday the Lake Sherwood Fire station will install the first bike repair station in the county. Plans are underway to install repair stations at all fire stations in the County.

Commissioner Gherardi requested that VCTC reconsider taking action on SCA 6 at a future meeting when the full commission is present.

Commissioner White is VCTC's representative on the board of Cal Vans. This organization provides ag worker transportation to fields. It's a great program and many people wouldn't be able to get to work without it.

**EXECUTIVE DIRECTOR REPORT -**

**ADDITIONS/REVISIONS – None**

**CONSENT CALENDAR -**

***Commissioner Minjares*** made a motion to approve all items as recommended on the Consent Calendar:

**8A. APPROVE SUMMARY FROM APRIL 7, 2017 VCTC MEETING – *Receive and File***

**8B. MONTHLY BUDGET REPORT – *Receive and File***

**8C. PASSENGER RAIL UPDATE - Receive and File**

**8D. APPROVE PROGRAMMING OF CMAQ FUNDS TO THOUSAND OAKS FOR BUS REPLACEMENT, TO REPAY PROPOSITION 1B FUNDS PREVIOUSLY PROGRAMMED TO THOUSAND OAKS** – Approve programming of \$1,010,000 of CMAQ to repay Proposition 1B funds borrowed by VCTC from Thousand Oaks for bus replacement.

**8E. APPROVAL OF MARKETING SERVICES FOR VALLEY EXPRESS TRANSIT SERVICE AGREEMENT-**

Approve the Marketing and Outreach Consulting Services Agreement for the Valley Express Transit Service between VCTC and Celtis Ventures, LLC for \$75,000 per year (contract term is three years totaling \$225,000)

The motion was seconded by **Commissioner Long** and passed by the following roll call vote:

**Yes:** Commissioner McDonald, Judge, Long, Parks, Gherardi, Zaragoza, Berg, Bennett, White, Minjares, Simons, Haney, MacDonald  
**No:** None  
**Abstain:** None  
**Absent:** Commissioners Andrews, Bill-de la Peña, Foy, Humphrey

**9. PRESENTATION BY JENNIFER BERGENER REGARDING LOSSAN SERVICE UPDATE - Removed from agenda. Will be agendaized in September**

**10. LEGISLATIVE UPDATE & POSITIONS ON BILLS-**  
**Commissioner Parks** made a motion to

- Receive and file SB 1 (Beall) analysis.
- Adopt "Support" position on AB 1113 (Bloom), to provide statutory clarification to continue the long-standing State Transit Assistance (STA) apportionment formula.

The motion was seconded by **Commissioner Long** and passed by a unanimous roll call vote.

**11. APPROVE COMBINED CALL-FOR-PROJECTS FOR CONGESTION MITIGATION AND AIR QUALITY (CMAQ) FUNDS AND TRANSPORTATION DEVELOPMENT ACT (TDA) ARTICLE 3 BICYCLE AND PEDESTRIAN FUNDS –**  
**Commissioner Gherardi** made a motion to

- Approve guidelines in Attachment A for a new call for projects to program CMAQ and TDA Article 3 Bicycle & Pedestrian funds, for two years' worth of funds.
- Approve Call for Projects Schedule contained in the agenda item.
- Approve "off-the-top" funding of \$443,000 for Regional Ridesharing (to come from the Non-Transit share) for each of the two years, and \$600,000 for Transit Outreach (to come from the Transit share) for the second year.
- Approve policy for Shelf List (Attachment B).
- 

The motion was seconded by **Commissioner Long** and passed unanimously

**12. FISCAL YEAR 2017/2018 TRANSPORTATION DEVELOPMENT ACT (TDA) UNMET TRANSIT NEEDS FINDINGS –**

**Public Comments**

**Miranda Patton, CTAC/SSTAC member since 2009 and current chair**, reported that CTAC/SSTAC approved the Unmet Needs Findings. CTAC/SSTAC represents the diversity in the county, including paratransit users and cyclists. She is a cyclist and appreciates the attention to active transportation projects.

**Joe Alexander, CTAC/SSTAC member representing the City of Santa Paula**. He said he is also a consumer of the transportation services and will be paying attention to see if we achieve the goals of this year's process.

**Commissioner Berg** made a motion to

- Approve the draft Fiscal Year (FY) 2017/2018 Unmet Transit Needs Findings and staff recommendation
- Adopt Resolution No. 2017-04 (Attachment B)

The motion was seconded by **Commissioner Long** and passed unanimously.

**13. REVISION TO CAMARILLO STP AND CMAQ PROJECT FUNDS -**

**Commissioner Judge** made a motion to approve programming \$203,785 of Congestion Mitigation Air Quality (CMAQ) funds to the Las Posas Road Bike Lane Project in Camarillo in recognition of Surface Transportation Program (STP) cost savings from the Pancho Road project. The motion was seconded by **Commissioner Gherardi** and passed unanimously.

**14. NEXTBUS CONTRACT EXTENSION-**

**Commissioner McDonald** made a motion to

- Approve finding of need for sole source justification (two-thirds vote required).
- Authorize the Executive Director to execute an eight month contract extension with Nextbus Inc. for an amount not to exceed \$118,667.

The motion was seconded by **Commissioner Judge** and passed unanimously.

**15. VCTC GENERAL COUNSEL'S REPORT**

**16. AGENCY REPORTS**

**17. CLOSED SESSION – No report from Closed Session**

1. Public Employee Performance Evaluation  
(Pursuant to Government Code Section 54957)  
Title: Executive Director and General Counsel
2. Closed Session: Conference with Labor Negotiator  
(Pursuant to Government Code Section 54957.6)  
Agency designated representative: Bryan MacDonald  
Unrepresented employee: Executive Director

**18. ADJOURN to 9:00 a.m. Friday, June 2, 2017**





**Item # 8B**

**June 2, 2017**

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: SALLY DEGEORGE, FINANCE DIRECTOR**

**SUBJECT: MONTHLY BUDGET REPORT**

**RECOMMENDATION:**

- Receive and file the monthly budget report for April 2017

**DISCUSSION:**

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. Staff monitors the revenues and expenditures of the Commission on an on-going basis.

The April 30, 2017 budget reports indicate that revenues were approximately 63.78% of the adopted budget while expenditures were approximately 60.82% of the adopted budget. The revenues and expenditures are as expected. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on a percentage or monthly basis. Furthermore, revenues are often billed and reimbursed in arrears.

Some revenues are received at the beginning of the year while other revenues are received after grants are approved. In many instances, the Ventura County Transportation Commission (VCTC) incurs expenses and then submits for reimbursement from federal, state and local agencies which may also cause a slight lag in reporting revenues. Furthermore, the State Transit Assistance (STA), Local Transportation Fund (LTF) and Service Authority for Freeway Emergencies (SAFE) revenues are received in arrears. The State Board of Equalization collects the taxes and remits them to the Commission after the reporting period for the business. STA revenues are paid quarterly with a two to three month additional lag and LTF receipts are paid monthly with a two month lag. For example, the July through September STA receipts are often not received until October or November and the July LTF receipts are not received until September. The Department of Motor Vehicles collects the SAFE funds and remits them monthly with a two month lag.

VCTC funds a large portion of its transit activities with Federal Transit Administration (FTA) funds. The grant approval process is long; therefore, VCTC requests (or preprograms) the FTA funds a year before expected use, so that funds will be available when expenditures are made. The grants intended to fund this fiscal year's activities have been delayed due to a number of issues. Due to these unexpected grant delays, the Commission approved a temporary cash-flow loan from the State Transit Assistance (STA) fund to the General Fund, VCTC Intercity Service fund and the Valley Express fund not to exceed \$4,391,000. Through March 2017, the cash-flow STA loan (net of repayments) totals \$1,584,645.39. This amount is reflected as a reserved fund balance on the balance sheet.

**STA cash-flow loan repayment** – As of April 2017, one FTA grant remains unapproved and one grant that needs to be amended is held up due to software glitches. VCTC is also awaiting the arrival of Proposition 1B funds that are in the budget. VCTC staff continues to emphasize to FTA the need for expedited processing and work with FTA to resolve all issues.

The Commission's capital assets are presented on the Balance Sheet. Capital assets that are "undepreciated" consist of land and rail lines owned by the Commission. Capital assets that are depreciated consist of buildings, rail stations, transit equipment, highway call box equipment and office furniture. Capital assets and depreciation are booked annually at year-end.

**VENTURA COUNTY TRANSPORTATION COMMISSION**

**BALANCE SHEET**

**AS OF APRIL 30, 2017**

**ASSETS**

**Assets:**

Cash and Investments - Wells Fargo Bank	\$ 6,791,513
Cash and Investments - County Treasury	18,541,913
Petty Cash	130
Receivables/Due from other funds	4,570,398
Prepaid Expenditures	150,037
Deposits	15,896
Capital Assets, undepreciated	26,153,437
Capital Assets, depreciated, net	32,991,740

**Total Assets:** **\$89,215,064**

**LIABILITIES AND FUND BALANCE**

**Liabilities:**

Accrued Expenses/Due to other funds	\$ 3,247,479
Deferred Revenue	3,427,906
Deposits	400

**Total Liabilities:** **\$ 6,675,785**

**Net Position:**

Invested in Capital Assets	\$59,145,177
Fund Balance Reserved for STA/FTA Loan	1,584,645
Fund Balance	21,809,457

**Total Net Position** **\$82,539,279**

**Total Liabilities and Fund Balance:** **\$89,215,064**

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION**

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**

**FOR THE TEN MONTHS ENDING APRIL 30, 2017**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	VCTC Intercity Actual	Valley Express Actual	Fund Totals Over (Under)	Annual to Date	Variance Actual	% Year Actual
<b>Revenues</b>										
Federal Revenues	\$ 4,148,001	\$ 0	\$ 0	\$ 0	\$ 4,032,496	\$ 502,541	\$ 8,683,038	\$14,899,257	(6,216,219)	58.28
State Revenues	343,222	23,265,178	1,478,352	518,470	448,837	0	26,054,059	41,205,958	(15,151,899)	63.23
Local Revenues	401,901	0	0	627	2,164,458	1,201,160	3,768,146	4,311,459	(543,313)	87.40
Other Revenues	242	0	0	0	0	0	242	15,300	(15,058)	1.58
Interest	682	25,161	47,826	21,726	286	114	95,795	95,000	795	100.84
<b>Total Revenues</b>	<b>4,894,048</b>	<b>23,290,339</b>	<b>1,526,178</b>	<b>540,823</b>	<b>6,646,077</b>	<b>1,703,815</b>	<b>38,601,280</b>	<b>60,526,974</b>	<b>(21,925,694)</b>	<b>63.78</b>
<b>Expenditures</b>										
<b>Administration</b>										
Personnel Expenditures	1,925,626	0	0	0	141,519	48,308	2,115,453	2,966,900	(851,447)	71.30
Legal Services	15,810	0	0	0	0	0	15,810	24,000	(8,190)	65.88
Professional Services	76,856	0	0	0	0	0	76,856	121,500	(44,644)	63.26
Office Leases	126,136	0	0	0	0	0	126,136	155,300	(29,164)	81.22
Office Expenditures	183,662	0	0	0	77,510	26,459	287,631	432,300	(144,669)	66.53
<b>Total Administration</b>	<b>2,328,090</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>219,029</b>	<b>74,767</b>	<b>2,621,886</b>	<b>3,700,000</b>	<b>(1,078,114)</b>	<b>70.86</b>
<b>Programs and Projects</b>										
<b>Transit &amp; Transportation Program</b>										
Senior-Disabled Transportation	173,855	0	0	0	0	0	173,855	257,600	(83,745)	67.49
Fare Collection APC Systems	19,901	0	0	0	0	0	19,901	348,800	(328,899)	5.71
VCTC Intercity Bus Services	0	0	0	0	8,732,435	0	8,732,435	10,900,442	(2,168,007)	80.11
Valley Express Bus Services	0	0	0	0	0	1,213,823	1,213,823	1,969,700	(755,877)	61.62
Transit Stop Enhancement	3,121	0	0	0	0	0	3,121	266,675	(263,554)	1.17
Transit Grant Administration	2,506,474	0	0	0	0	0	2,506,474	6,514,600	(4,008,126)	38.47
<b>Total Transit &amp; Transportation</b>	<b>2,703,351</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,732,435</b>	<b>1,213,823</b>	<b>12,649,609</b>	<b>20,257,817</b>	<b>(7,608,208)</b>	<b>62.44</b>
<b>Highway Program</b>										
Motorist Aid Call Box System	0	0	0	213,081	0	0	213,081	724,000	(510,919)	29.43
Highway Project Management	845	0	0	0	0	0	845	502,500	(501,655)	0.17
SpeedInfo Highway Speed Sensor	0	0	0	103,400	0	0	103,400	144,000	(40,600)	71.81
<b>Total Highway</b>	<b>845</b>	<b>0</b>	<b>0</b>	<b>316,481</b>	<b>0</b>	<b>0</b>	<b>317,326</b>	<b>1,370,500</b>	<b>(1,053,174)</b>	<b>23.15</b>

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	VCTC Intercity Actual	Valley Express Actual	Fund Totals Over (Under)	Annual to Date	Variance Actual	% Year Actual
<b>Rail Program</b>										
Metrolink & Commuter Rail	2,777,329	0	0	0	0	0	2,777,329	4,582,170	(1,804,841)	60.61
LOSSAN & Coastal Rail	1,672	0	0	0	0	0	1,672	6,100	(4,428)	27.41
Santa Paula Branch Line	273,526	0	0	0	0	0	273,526	700,500	(426,974)	39.05
<b>Total Rail</b>	<b>3,052,527</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,052,527</b>	<b>5,288,770</b>	<b>(2,236,243)</b>	<b>57.72</b>
<b>Commuter Assistance Program</b>										
Transit Information Center	22,547	0	0	0	0	0	22,547	44,000	(21,453)	51.24
Rideshare Programs	36,081	0	0	0	0	0	36,081	67,600	(31,519)	53.37
<b>Total Commuter Assistance</b>	<b>58,628</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>58,628</b>	<b>111,600</b>	<b>(52,972)</b>	<b>52.53</b>
<b>Planning &amp; Programming</b>										
Transportation Development Act	127,866	20,664,701	0	0	0	0	20,792,567	30,453,618	(9,661,051)	68.28
Transportation Improvement Program	7,852	0	0	0	0	0	7,852	47,300	(39,448)	16.60
Regional Transportation Planning	183,241	0	0	0	0	0	183,241	684,300	(501,059)	26.78
Airport Land Use Commission	56	0	0	0	0	0	56	9,000	(8,944)	0.62
Regional Transit Planning	189,922	0	0	0	0	0	189,922	609,100	(419,178)	31.18
Freight Movement	117	0	0	0	0	0	117	11,800	(11,683)	0.99
<b>Total Planning &amp; Programming</b>	<b>509,054</b>	<b>20,664,701</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>21,173,755</b>	<b>31,815,118</b>	<b>(10,641,363)</b>	<b>66.55</b>
<b>General Government</b>										
Community Outreach & Marketing	469,339	0	0	0	0	0	469,339	536,900	(67,561)	87.42
State & Federal Relations	64,244	0	0	0	0	0	64,244	106,900	(42,656)	60.10
Management & Administration	26,158	0	0	0	0	0	26,158	81,000	(54,842)	32.29
Office Building Purchase	65,500	0	0	0	0	0	65,500	3,317,001	(3,251,501)	1.97
<b>Total General Government</b>	<b>625,241</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>625,241</b>	<b>4,041,801</b>	<b>(3,416,560)</b>	<b>15.47</b>
<b>Total Expenditures</b>	<b>9,277,736</b>	<b>20,664,701</b>	<b>0</b>	<b>316,481</b>	<b>8,951,464</b>	<b>1,288,590</b>	<b>40,498,972</b>	<b>66,585,606</b>	<b>(26,086,634)</b>	<b>60.82</b>

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	VCTC Intercity Actual	Valley Express Actual	Fund Totals Over (Under)	Annual to Date	Variance Actual
<b>Revenues over (under) expenditures</b>	<b>(4,383,688)</b>	<b>2,625,638</b>	<b>1,526,178</b>	<b>224,342</b>	<b>(2,305,387)</b>	<b>415,225</b>	<b>(1,897,692)</b>	<b>(6,058,632)</b>	<b>4,160,940</b>
<b>Other Financing Sources</b>									
Transfers Into GF from LTF	4,307,713	0	0	0	0	0	4,307,713	4,307,713	0
Transfers Into GF from STA	164,127	0	0	0	2,390,000	0	2,554,127	7,948,230	(5,394,103)
Transfers Into GF from SAFE	13,579	0	0	0	0	0	13,579	15,000	(1,421)
Transfers Out LTF into GF	0	(4,307,713)	0	0	0	0	(4,307,713)	(4,307,713)	0
Transfers Out of STA into GF	0	0	(2,554,127)	0	0	0	(2,554,127)	(7,948,230)	5,394,103
Transfers Out of SAFE into GF	0	0	0	(13,579)	0	0	(13,579)	(15,000)	1,421
<b>Total Other Financing Sources</b>	<b>4,485,419</b>	<b>(4,307,713)</b>	<b>(2,554,127)</b>	<b>(13,579)</b>	<b>2,390,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Net Change in Fund Balances</b>	<b>101,731</b>	<b>(1,682,075)</b>	<b>(1,027,949)</b>	<b>210,763</b>	<b>84,613</b>	<b>415,225</b>	<b>(1,897,692)</b>	<b>(6,058,632)</b>	<b>4,160,940</b>
<b>Beginning Fund Balance</b>	<b>2,469,487</b>	<b>8,108,784</b>	<b>10,656,447</b>	<b>4,048,076</b>	<b>0</b>	<b>9,000</b>	<b>25,291,794</b>	<b>17,224,142</b>	<b>8,067,652</b>
<b>Ending Fund Balance</b>	<b><u>\$2,571,218</u></b>	<b><u>\$6,426,709</u></b>	<b><u>\$9,628,498</u></b>	<b><u>\$4,258,839</u></b>	<b><u>\$84,613</u></b>	<b><u>\$424,225</u></b>	<b><u>\$23,394,102</u></b>	<b><u>\$11,165,510</u></b>	<b><u>\$12,228,592</u></b>

**Note:** The STA ending fund balance of \$9,628,498 includes \$1,584,645 loaned to other funds until grant funding is received. The STA fund balance available for expenditures is \$8,043,853.

For Management Reporting Purposes Only

**VENTURA COUNTY TRANSPORTATION COMMISSION**

**INVESTMENT REPORT**

**AS OF APRIL 30, 2017**

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

<b>Institution</b>	<b>Investment Type</b>	<b>Maturity Date</b>	<b>Interest to Date</b>	<b>Rate</b>	<b>Balance</b>
Wells Fargo – Checking	Government Checking	N/A	\$ 1,008.33	0.08%	\$ 6,791,513.12
County of Ventura	Treasury Pool	N/A	94,662.51	0.80%	18,517,813.11
<b>Total</b>			<b>\$95,670.84</b>		<b>\$25,309,326.23</b>

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. A small portion of interest earned in the Wells Fargo accounts is for unearned revenues and the interest is not recognized until the revenues are recognized.

The Commission's checking accounts for the General Fund are swept daily into a money market account. The interest earnings are deposited the following day. The first \$250,000 of the combined deposit balance is federally insured and the remaining balance is collateralized by Wells Fargo Bank. A portion of interest earned in the General Fund is for Proposition 1B funds and is reclassified and is not shown as General Fund interest in the Statement of Revenues, Expenditures and Changes in Fund Balance.

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

For Management Reporting Purposes Only

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**Item #8C**

**June 2, 2017**

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: ELLEN TALBO, TRANSIT PLANNING MANAGER**  
**SUBJECT: PASSENGER RAIL UPDATE**

**RECOMMENDATION:**

- Receive and file.

**BACKGROUND:**

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

Based on data provided by Metrolink, ridership on the Ventura County portion of the VC Line during the month of March averaged 790 total one-way boardings per weekday resulting in a decrease of 7.7% compared to the previous year on the line. Systemwide ridership experienced a year over year decrease of 2.2%. Ridership by Train and Boardings by Station for the month of March are provided in Attachment A.

Metrolink on-time performance, which denotes trains arriving within five minutes of scheduled time, for the month of February was 96.7% reflecting no change from the previous monthly average. On-time performance on the VC Line continues to perform above the systemwide average.

**DISCUSSION:**

**Metrolink**

Since January Metrolink has been in the process of considering relocation options for its headquarters currently at the Los Angeles County Metropolitan Transportation Authority (Metro) Gateway Building. In May, the Metrolink Board agreed to enter into a lease agreement to move its current administrative offices to the new building currently under construction at 900 Wilshire Boulevard in downtown Los Angeles. Metrolink's new office space will be located closer to the Southern California Association of Governments (SCAG).

**June 2, 2017**  
**Item #8C**  
**Page #2**

In May the Metrolink Board authorized the CEO to continue negotiations with LOSSAN on the Rail 2 Rail agreement. Once a mutual reimbursement rate is agreed upon, the term of the agreement should remain in place until June 30, 2022.

### **LOSSAN**

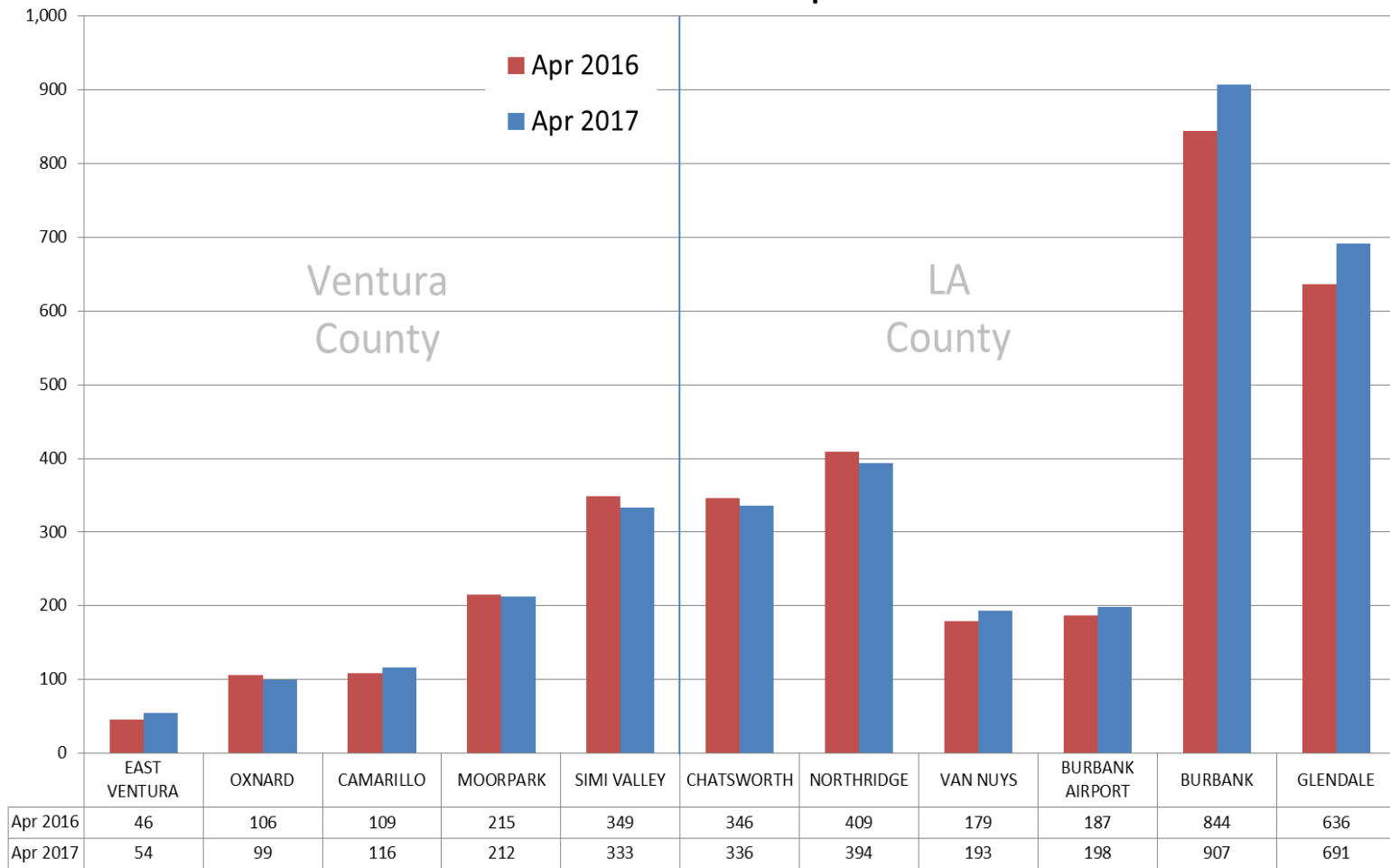
The Pacific Surfliner Transit Transfer Program was launched in June 2016, and was originally intended as a one-year grant-funded pilot program with each of your agencies, scheduled to end on June 30, 2017. Although the program is nearing the end of the initial one-year pilot period, usage of the program has benefitted other destinations along the corridor such as Cal Poly SLO students and destinations in Orange County. As a result, LOSSAN plans to continue the program for an additional year with VCTC Intercity Transit and Gold Coast Transit, as well as all other participating agencies, to allow additional time to gauge the success of the program and continue to grow awareness. Currently there is sufficient grant funding available to extend the Transit Transfer Program for an additional year, through June 30, 2018, without any additional cost from participating agencies.

## April 2017 Metrolink Ridership

<b>10 Year Snapshot of Average Weekday Boardings and Current Year over Year Change</b>				
<b>Yr-Mon</b>	<b>VC County Portion(Boardings)</b>	<b>Ventura County Line (Boardings and Alightings)</b>	<b>System Grand Total (Boardings and Alightings)</b>	<b>Average Weekday Metrolink Monthly Passholders on Amtrak</b>
17-Apr	814	3,430	39,150	N/A
16-Apr	825	3,556	40,312	174
<b><i>Current Year over Year change</i></b>	<b>-7.71%</b>	<b>-3.54%</b>	<b>-2.88%</b>	<b>N/A</b>
15-Apr	858	3,720	42,432	199
14-Apr	867	3,668	42,055	155
13-Apr	1023	3,980	42,954	230
12-Apr	960*	3,944	43,599	204
11-Apr	916*	3,663	41,248	248
10-Apr	933*	3667	40,419	327
09-Apr	960*	4,031	42,686	296
8-Apr	N/A	4,241	44,792	281

\*Calculated as an estimated proportion due to previously unavailable data

# Ventura County Line Average Daily Station Boardings Year over Year Comparison



Source: SCRRA TAC Reporting Portal.



Item #8D

June 2, 2017

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: PETER DE HAAN, PROGRAMMING DIRECTOR**  
**SUBJECT: FEDERAL TRANSIT ADMINISTRATION GRANT AUTHORIZATION RESOLUTION**

**RECOMMENDATION:**

- Adopt Resolution No. 2017-05 authorizing the Executive Director to file required grant documents with the Federal Transit Administration

**BACKGROUND:**

VCTC is authorized under the federal Fixing America's Surface Transportation authorization act to apply for federal assistance for eligible public transit purposes. The Commission by resolution on November 4, 1994 delegated to the Executive Director the authority to approve grant documents required by FTA including grant applications, certifications and assurances, and grant agreements.

FTA staff has directed that due to the age of the resolution currently in use, the Commission should approve an updated resolution delegating grant approval authority to staff. The attached resolution has been prepared for Commission approval per FTA requirements.

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**RESOLUTION NO. 2017-05**

**A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE  
FEDERAL TRANSIT ADMINISTRATION FOR FEDERAL TRANSIT  
ADMINISTRATION FUNDS AND  
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL REQUIRED  
GRANT DOCUMENTS**

**WHEREAS**, the Ventura County Transportation Commission is authorized to file applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53, and for any Title 23 United States Code for other Federal statutes administered by the Federal Transit Administration, and;

**WHEREAS**, the Federal Transit Administrator has been delegated authority to award Federal financial assistance for a public transportation project, and;

**WHEREAS**, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the Ventura County Transportation Commission and may require the Ventura County Transportation Commission to provide the local share of the project cost, and;

**WHEREAS**, the Ventura County Transportation Commission has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project.

**NOW, THEREFORE, BE IT RESOLVED THAT,**

1. The Executive Director or his/her designee is authorized to execute and file an application for Federal assistance on behalf of Ventura County Transportation Commission with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. chapter 53, Title 23 United States Code or other Federal statutes authorizing a project administered by the Federal Transit Administration. The Ventura County Transportation Commission is the Designated Recipient as defined by 49 U.S.C. §5307(a)(2).
2. The Executive Director or his/her designee is authorized to execute and file with its application(s) the annual certification and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. The Executive Director or his/her designee is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of Ventura County Transportation Commission.

**PASSED AND ADOPTED** by the VCTC at its regular meeting this 2nd day of June 2017.

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**Bryan MacDonald, Chair**

**ATTEST:**

**APPROVED AS TO FORM:**

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Donna Cole, Clerk of the Commission

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Steven T. Mattas, General Counsel

**CERTIFICATION TO AUTHORIZING RESOLUTION**

The undersigned duly qualified, Clerk of the Commission, acting on behalf of the Ventura County Transportation Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Ventura County Transportation Commission held on June 2, 2017.

**ATTEST:**

---

Donna Cole, Clerk of the Commission





**Item # 8E**

**June 2, 2017**

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: AARON BONFILIO, PROGRAM MANAGER**

**SUBJECT: CSUCI COOPERATIVE AGREEMENT FISCAL YEAR 2017/2018 EXTENSION**

**RECOMMENDATION:**

- Approve the FY 2017-2018 Cooperative Agreement for bus service to California State University Channel Islands (CSUCI) and with CSUCI providing \$460,000 for the service in FY 2017-2018 and authorize the Chairperson to sign the agreement.

**BACKGROUND:**

For the past eighteen years, VCTC Intercity (formerly VISTA) has operated shuttle buses from the Camarillo Metrolink Station to CSUCI and from Oxnard "C" Street to CSUCI. The service is governed by an agreement, which VCTC and CSUCI extend annually. This coming year will be the nineteenth year of the agreement.

The service initially qualified as a CMAQ (Congestion Management and Air Quality) Demonstration Project and received federal funding for 80% of the total cost. Beginning 2002-2003, the routes became a regular VISTA service and, as such, generate FTA revenues. For Fiscal Year 2017-2018, FTA funds will amount to approximately \$374,600.

The attached annual extension of the Cooperative Agreement with CSUCI for FY 2017-2018 provides that CSUCI reimburse VCTC the remaining costs (20% of capital, plus 50% of operating costs, as well as VCTC's administrative expenses, less net credits) which total \$460,000. These revenues are included in the VCTC FY 2017-2018 budget.

**Attachments:** Agreement Number 2903  
Rider A, Amendment #19  
Rider B, General Provisions

**AMENDMENT NINETEEN TO  
COOPERATIVE AGREEMENT  
BETWEEN  
TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY  
ON BEHALF OF CALIFORNIA STATE UNIVERSITY  
CHANNEL ISLANDS  
AND  
THE VENTURA COUNTY TRANSPORTATION COMMISSION  
FOR THE REVISED TERM APRIL 1, 1999 - JUNE 30, 2018**

This Nineteenth Amendment to the COOPERATIVE AGREEMENT is entered into by and between the Trustees of the California State University, on behalf of California State University Channel Islands, hereinafter referred to as CAMPUS or CI, and the Ventura County Transportation Commission, hereinafter referred to as VCTC, for fiscal year 2017/2018 and is based on the following facts which are material to its execution by the parties:

- I. As a part of its certification of the Environmental Impact Report for the development, the CAMPUS agreed to develop an alternative transportation system to move employees and students at CI to and from the campus. This provision was designed to reduce the negative impacts of increased traffic from development of CI and promote improved air quality;
- II. As a central element in the development of a "Green Campus" university dedicated to the enhancement of the environment in Ventura County, shuttle bus service has been implemented at key transfer points to increase transportation alternatives available to students, staff members and visitors to and from the CAMPUS. The objectives are to reduce traffic congestion, protect air quality, mitigate noise and protect agriculture;
- III. For the first three years (August 1999 through June 2002) VCTC provided a grant of federal Congestion Management and Air Quality (CMAQ) Funds to the CAMPUS for the development and operation of a shuttle bus system. The CMAQ Grant was managed by VCTC on behalf of the Trustees of the California State University.

- IV. The CMAQ program provided funds for a maximum of three years, which was considered a "demonstration period." The demonstration period ended in August 2002. Therefore, the CAMPUS shuttle bus service no longer qualifies for CMAQ funds but does qualify for partial funding from the Federal Transportation Administration (FTA). During the following years; FY 2002-2003 through 2017-2018, VCTC obtained FTA funds to pay for approximately 45% the total cost of operating CAMPUS shuttle bus service.
- V. It is expected that FTA funds, obtained by VCTC on behalf of the CAMPUS, will total approximately \$374,600 for FY 2017-2018.
- VI. VCTC and CI agree to work together to develop a plan which will enhance revenue through increased ridership resulting in a self-sustaining shuttle bus service. CAMPUS recognizes that it may need to subsidize the shuttle bus pass for the students, faculty, and staff.

NOW, THEREFORE, in consideration for the foregoing material facts and other consideration by and between the parties, CI and VCTC agree as follows:

- A. During the period from July 1, 2017 through June 30, 2018, CI shall provide \$460,000 to VCTC to maintain, operate, and manage the CAMPUS shuttle bus system. This amount consists of the Trustees of the California State University local matching cost, which, together with FTA payments and accrued CI credit, will provide full funding for this bus service and VCTC administrative and other operating costs. The amount of \$460,000 shall be due and payable during 2017-2018 according to the following schedule:

<b>Due Sept 30, 2017 (Includes \$35,000 Admin Fee)</b>	<b>\$ 141,250.00</b>
<b>Due Nov 30, 2017</b>	<b>\$ 106,250.00</b>
<b>Due Jan 31, 2018</b>	<b>\$ 106,250.00</b>
<b>Due April 30, 2018</b>	<b>\$ 106,250.00</b>

- B. VCTC will continue to provide to CI a variety of analytical, technical and management services designed to facilitate the operation of the system from designated points in Oxnard and Camarillo to the CAMPUS for use by students, employees and visitors. The specific services to be provided by VCTC to CI are as follows:
  - 1. Management and coordination of all CAMPUS shuttle bus service and park and ride locations throughout FY 2017-2018.
  - 2. Continued identification of future CAMPUS shuttle bus service route expansions, service adjustments and/or additional park and ride locations with a focus toward promoting and advancing the CI "Green Campus" concept.

3. Provide analytical and technical expertise in support of the CI Transit Twenty Year Plan.
4. Maintain CAMPUS ridership data and trends.
5. Facilitate access to CAMPUS shuttle bus service during special events at the CAMPUS.
6. VCTC will provide a fiscal year financial statement listing actual cost and revenue for operating the CSUCI service and provide information on any adjustment necessary.

**THIS EIGHTEENTH AMENDMENT TO THE AGREEMENT HAS BEEN EXECUTED AS OF \_\_\_\_ 2017  
AT CAMARILLO, CALIFORNIA.**

**ATTEST:**

**TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY**

\_\_\_\_\_  
ERIKA D. BECK, PRESIDENT  
CSU CHANNEL ISLANDS

**VENTURA COUNTY TRANSPORTATION COMMISSION**

\_\_\_\_\_  
BRYAN MACDONALD, CHAIR, VCTC

**APPROVED AS TO FORM**

\_\_\_\_\_  
STEVEN T. MATTAS, GENERAL COUNSEL, VCTC

**APPROVED AS TO CONTENT**

\_\_\_\_\_  
DARREN KETTLE, EXECUTIVE DIRECTOR, VCTC

## RIDER B - GENERAL PROVISIONS FOR SERVICES

### 1. Commencement of work

Work shall not commence under the Contract until 3 fully executed originals of the Contract has been received by the Contractor and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.

### 2. Invoices

- (a) Invoices shall be submitted, in arrears to the Address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.
- (b) In the event that additional services are performed as authorized, the Contractor shall submit invoices for additional services in accordance with provisions herein.
- (c) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.
- (d) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after (i) the performance completion date of services; or (ii), receipt of an undisputed invoice; whichever is later. Late payment penalties shall not apply to this Contract.
- (e) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof including travel and per diem unless otherwise expressly so provided.

### 3. Appropriation of Funds

- (a) If the term of the Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for that purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to the CSU under the Contract, and relieve the CSU of any further Obligation therefore.
- (b) CSU agrees that if provision (a) above is involved, commodities shall be returned to the Contractor in substantially the same condition in which they were delivered subject to normal wear and tear. CSU further agrees to pay for parking, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such parking and crating.

### 4. Cancellation

CSU reserves the right to cancel this Contract at any time upon thirty (30) days written notice to the Contractor.

### 5. Independent Status

The Contractor and the agents and employees of Contractor, in the performance of this Contract shall act in an independent capacity and not as officers or employees, or agents of the State of California. While Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from the CSU.

### 6. Conflict of Interest

- (a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate and which include the provision, acquisition or delivery of products or service, then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OFM and/or marketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.
- (b) CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may foreseeable have a material effect on any CSU financial interest [reference C.C.820151].

The CSU reserves the right to prohibit participation by the Contractor in bidding to or providing services goods or supplies or any other related action which is required, suggested or otherwise deemed appropriate in the end product of this Contract.

//

7. Governing Law

To the extent not inconsistent with applicable federal law, this Contract will be construed in accordance with and governed by the laws of the State of California.

8. Assignment

Without written consent of the CSU, the Contract is not assignable by Contractor either in whole or in part.

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

No alteration or variation of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto and no oral understanding or Contract not incorporated herein shall be binding on any of the parties hereto.

11. General Indemnity

The Contractor agrees to indemnify, defend and save harmless the CSU, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this Contract.

12. Use of Data

The Contractor shall not utilize any information not a matter of public record which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract regardless of whether the Contractor is or is not under contract at the time such gain is realized. The report, survey, or other product developed by the Contractor pursuant to this Contract is the property of the CSU, and shall not be used in any manner by the Contractor unless authorized by the CSU.

13. Termination for Default

CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract and the balance if any, shall be paid the Contractor upon demand.

14. Personnel

The Contractor shall make every effort consistent with sound business practices to honor the specific requests of the CSU with regard to assignment of its employees, however, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

15. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis religion, ethnic group identification sex age physical or mental disability, nor shall they discriminate until a fully again any employee or applicant for employment because of race, religion color national origin, ancestry, physical handicap, mental condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated hereunder (California Code of Regulations Title 1 Sections 7285.0 et seq.) and the provisions of Article 9.5, Chapter 1, Part 1 Division 3, Title 2 of the Government Code (Government Code Section 111354-11139) and the regulations or standards adopted by the awarding state agency to implement such article.
- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hour notice, to such of its books, records accounts, other sources of information and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action, Section 402 of the

Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC 4212 or VETRAA) and Section 505 of the Rehabilitation Act of 1973, as amended (29 USC 793) and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.

- (e) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining, or other agreement.
- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract (Gov. Code Section 12590 11135 et seq. Title 2 California Code of Regulations, Section 8107).

#### 16 Drug Free Workplace Certification

By accepting a contract or purchase order, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. require.

#### 17. Severability

It is expressly agreed and understood by the parties hereto that if any provision of this Contract is held to be unconscionable or invalid under any applicable statute or law it is deemed to that extent to be omitted. However the balance of the Contract shall remain in full force and effect.

#### 18. Dispute

Any dispute arising under the terms of this Contract which is not resolved within a reasonable period of time by authorized representatives of the Contractor and the CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designated representative) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed term(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success either party may seek resolution employing whatever remedies must in law or equity beyond this Contract. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Contract.

#### 19. Privacy of Personal Information

Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the States Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article I, Section 1. Contractor shall not release personal information contained in CSU records without full compliance with applicable state and federal privacy laws. Contractor further acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code Section 1212g) applicable to student records and information from student records. Contractor shall maintain the privacy of protected personal information.

#### 20. Waiver of Rights

Any action or inaction by the CSU or the failure of the Contractor to enforce any right or provision of the Contract shall not be construed to be a waiver by the CSU of its rights hereunder and shall not prevent the CSU from enforcing such provision or right on any future occasion. The rights and remedies of the CSU provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### 21 Endorsement

Nothing contained in this Contract shall be construed as conferring on any party hereto, any right to use the other parties name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

#### 21 Patent, Copyright, and Trade Secret Indemnity

A contractor may be required to furnish a bond to the CSU against any and all loss damage, costs, expenses, claims and liability for patent, copy-right and trade secret infringement. In addition:

- (a) The Contractor, at its own expense, shall defend any action brought against CSU to the extent that such action is based upon a claim that the products supplied by the Contractor or the operation of such product infringes a United States patent copyright or

violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the CSU in any such action. Such defense and payment shall be conditioned on the following:

- (i) That the Contractor shall be notified within a reasonable time in writing by the CSU of any notice of such claim; and,
  - (ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved the CSU has the option to participate in such action at its own expense.
- (b) Should the product or the operation thereof become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United State or foreign patent or copyright or a trade secret, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the product, or to replace or modify the same so that they become non-infringing provided such replacement or modified product satisfies the performance requirement specified in the Contract. If none of these options can reasonably be taken, or if the use of such product by the CSU shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the CSU in procuring a substitute product. If, in the sole opinion of the CSU, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical the CSU shall then have the option of terminating the contract or applicable portions thereof without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.

#### 23. Compliance with NLRB Orders

Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with Public Contract Code Section 10296.

#### 24. Examination and Audit

For contracts in excess of \$10,000 the Contractor shall be subject to the examination and audit of (a) the Office of the University Auditor and of the State Auditor for a period of three (3) years if the final payment under the contract is in accordance with Government Code Section 85417 and with Education Code Section 89045(c & d), respectively. The examination and audit shall be confined to those matters connected with the performance of the contract including, but not limited to the costs of administering the Contract.

#### 25. DVBE and Small Business Participation

The State of California supports statewide participation goals of 3% for disabled business enterprises (DVBE Program) and requires agencies to provide a 5% preference when awarding contracts to small businesses. Only small businesses certified by the Office of Small and Minority Businesses (OSMB) are eligible to receive the preference. The CSU encourages all contractors to use the services of DVBE and OSMB certified small business enterprises whenever possible and to report their use to the CSU.

#### 26. Citizenship and Public Benefit

If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; STAT 2005, 226869).

#### 27. Americans with Disabilities Act

Contractor warrants that it complies with California and federal disabilities laws and regulations.

#### 211 Child Support Compliance Act

For any contract in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code Section 7110, that:

(a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

(b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all its employees to the New Hire Registry maintained by the California Employment Development



Department.

#### 29. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the contract number and contractor identification number may be returned to contractor and may cause delay in payment.

#### 30. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor indentured labor under penal sanction or abusive forms of child labor or exploitation of children in sweatshop labor. Contractor shall cooperate fully in providing reasonable access to the Contractor records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108).

#### 31. Covenant Against Gratuities

The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the CSU, with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring on the open market any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the CSU provided in this clause shall not be exclusive and are in addition to any other right and remedies provided by law or under the Contract.

#### 32. Rights and Remedies of CSU for Default

(a) In the event any deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU may reject the same and it will thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of the service without expense to the CSU, and immediately to replace all such rejected items with others conforming to such specifications or samples, provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall thereupon have the right to purchase in the open market in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.

(b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as "force majeure") shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure of performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of cause beyond the control of the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

(c) In the event the termination, either in whole or in part by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.

(d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law under the Contract.

#### 33. Contractor's Power and Authority

The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the CSU hereunder harmless from and against any loss, liability, and expenses (including reasonable attorney fees) arising out of breach of this warranty. Further, Contractor asserts that as well it will not enter into an arrangement with a third party which might abridge any rights of the CSU under this Contract.

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#### 34. Recycled Content Certification

Contractor agrees to certify in writing and under penalty of perjury, the minimum, if not the exact percentage of recycled content materials as defined in Section 12161 and 12200 of the Public Contract Code, in materials, goods or supplies used in the performance of this Contract.

#### 35. Entire Contract

This Contract sets forth the timeline between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

#### 36. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to any specific safety requirements contained in the Contract or as require law or regulation. Contractor shall take any additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Any violator of such rules and requirements unless promptly corrected, shall be grounds for termination of this Contract in accordance with default provisions thereof.

#### 37. Follow-On Contracts

a) If the Contractor or its affiliates provide Consulting and Direction (as defined below) the Contractor and its affiliates:

(i) will not be awarded subsequent Contract to supply the service of system or any significant component thereof that is used for or in connection with any subject of such Consulting and Direction; and

(ii) will not act as a consultant to any person or entity that does not receive a Contract as described in sub section (i). This prohibition will continue for one (1) year after termination of this Contract of completion of the Consulting and Direction, whichever comes later.

b) "Consulting and Direction" means services for which the Contractor received compensation from the CSU and includes:

(i) development of or assistance in the development of work statement specifications, solicitations or feasibility studies;

(ii) development or design of test requirements;

(iii) evaluation of test data.

(iv) direction of or evaluation of another Contractor.

(v) provision of formal recommendations regarding the acquisition of products or services; or

(vi) provisions of formal recommendations regarding any of the above. For purposes of this Section 'affiliates' are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling or under common control with the Contractor. Control exists when an entity owns or directs more than fifty (50%) percent of the outstanding stocks or securities representing the right to vote for the election of directors or other managing authority.

c) Except as prohibited by law the restrictions of this section will not apply.

(i) to follow-on advice given by vendors of commercial off-the-shelf products including Software and Hardware, on the operation, integration, repair or maintenance of such products after sale; or

(ii) where the CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.

d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on Public Contractors by California law ("Conflict Law"). In the event of any inconsistency, such Conflict Law overrule the provisions of this Section, even if enacted after execution of this Contract.

#### 38. Expatiate Corporations

By accepting a Contract or purchase order, the Contractor declares under penalty of perjury under the laws of the State of California that the Contractor is eligible to contract with the CSU pursuant to The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286 et. Sec.

#### 39. Insurance Requirements

Contractor shall furnish to the CSU prior to the commencement of work a underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for the contractor with combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and in that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

a) The certificate of insurance shall provide:

(4) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the CSU;

(ii) That the State of California, the Trustees of the California State University, the CSU, and the employees, officers and agents of each of them are included as additional insureds but only insofar as the operations under this contract are concerned;

(iii) That the State, the Trustees, and the CSU and the employees, officers, and agents of each of them will not be responsible for any premium or assessments on the policy.

(b) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance as provided herein for not less than the remainder of the term of the contract or for a period of not less than one (1) year. New certificates of insurance of insurance are subject to the approval of the CSU, and the contractor agrees that no work or service shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided the CSU may in addition to any other remedies it may have terminate this contract upon termination of this contract upon the occurrence of such event.

(c) Workers' Comprehensive Insurance coverage as required by the State of California

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**Item #8F**

**June 2, 2017**

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: MARTIN R. ERICKSON, PUBLIC TRANSIT DIRECTOR**

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN VENTURA COUNTY  
TRANSPORTATION COMMISSION AND SANTA BARBARA COUNTY ASSOCIATION  
OF GOVERNMENTS**

**RECOMMENDATION:**

- Approve Coastal Express Memorandum of Understanding between VCTC and SBCAG.

**BACKGROUND**

VCTC and SBCAG worked together to establish and begin operating the Coastal Express commuter bus service in 2001. The service operates daily service between Oxnard, Ventura, Carpinteria, and Santa Barbara, and serves Goleta with peak hour service on weekdays. VCTC and SBCAG jointly plan and share the cost of the route. VCTC is the administrator and policy board. Over the last fifteen years the service has grown, carrying 285,000 passengers annually.

The current Memorandum of Understanding (MOU) that governs the Coastal Express expires on June 30, 2017. VCTC and SBCAG have prepared a revised MOU that extends the term while also addressing issues important to SBCAG. SBCAG's share of the cost of the service is funded exclusively from Measure "A" South Coast Interregional Transit Program.

The revised MOU includes two important modifications. First, the SBCAG funding commitment is limited to \$850,000 annually. Second, the extension is for only one year and allows the Executive Directors of the partner agencies to jointly adjust the MOU end date.

At their May 11, 2017 meeting, the Coastal Express Policy Advisory Committee (CEPAC), comprised of members of the VCTC and SBCAG reviewed the MOU and recommended its approval by both VCTC and SBCAG at the next available meeting. The SBCAG Board approved the MOU at their May 18, 2017 meeting.

**Attachments:** Coastal Express MOU

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE VENTURA COUNTY TRANSPORTATION COMMISSION  
AND  
THE SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS**

Regarding Coordination of Intercity, Fixed Route Public Transportation Service between Ventura County and Santa Barbara County.

This Memorandum of Understanding (MOU) is entered into between the Ventura County Transportation Commission, hereinafter referred to as "VCTC", and the Santa Barbara County Association of Governments, hereinafter referred to as "SBCAG", for the purpose of defining agency roles, responsibilities and commitments in conjunction with the operation of intercity fixed-route public transportation service in the US 101 corridor between Ventura County and Santa Barbara County.

WHEREAS, the VCTC initiated intercity bus service in 1994 and inter-county bus service in 1999; and

WHEREAS, due to increasing requests for transportation alternatives and increasing congestion on the 101 freeway corridor between Ventura and Santa Barbara counties the creation of bus transit service was desired leading to the implementation of the VCTC operated COASTAL EXPRESS route, herein after referred to as COASTAL EXPRESS, in 2001; and

WHEREAS, the COASTAL EXPRESS is one route of the VCTC regional fixed route intercity bus system that provides intercity transportation within Ventura County and to adjacent counties; and

WHEREAS, the Ventura/Oxnard large-urbanized area, as defined by the United States Census Bureau, is uniquely positioned to maximize federal transit funds; and

WHEREAS, VCTC had limited ability to provide local match required for the use of federal transit funds and SBCAG had local funds that could be used as local match a financial partnership was created to fund the Coastal Express route through an MOU first approved in August 2000; and

WHEREAS, in April 2013, VCTC restructured its intercity bus operations to fully implement a regional intercity transit system and in doing so no longer requires a local match contribution to maintain a comparable level of service; and

WHEREAS, while VCTC no longer requires the local match for federal funds as provided by SBCAG in order to fund the COASTAL EXPRESS route, the agencies continue to desire to work cooperatively to support the COASTAL EXPRESS through a this Memorandum of Understanding;

NOW THEREFORE, this document reflects the intent of both parties to coordinate the operation of the COASTAL EXPRESS, as described below.

**1. Project Description**

The COASTAL EXPRESS is a regularly-scheduled, fixed-route, intercity express bus route between Ventura and Santa Barbara Counties and is one route in the VCTC regional intercity bus system. The service is open to the public, for all trip purposes, and will be fully accessible to persons with disabilities. The service will be on-going, with an annual review to include service modifications and budget adjustments based on recommendations from the Policy Committee.

**2. Policy Committee**

The Coastal Express Policy Committee shall consist of three representatives from VCTC and three representatives from SBCAG. The members from SBCAG shall be selected by the SBCAG board of directors. The Ventura County representatives shall be selected by the VCTC board of directors. The Santa Barbara Metropolitan Transit District (SBMTD) shall designate a

representative and the Gold Coast Transit District (GCTD) shall designate a representative to serve as ex-officio members of the Policy Committee.

A quorum shall consist of two voting representatives from each county, and no action shall be taken without a quorum. The Chairperson of the Policy Committee shall rotate annually between members from Ventura and Santa Barbara counties.

The Policy Committee shall make recommendations involving but not limited to the following issues:

- Fare adjustments
- Schedule revisions resulting in a change of more than 20% in daily service hours
- Amendments or revisions to the MOU
- Annual budget
- The 2014 Coastal Express Ten Year Route Plan and updates
- 

The Policy Committee shall meet prior to November 1 to receive the annual report and input from the technical committee with respect to meeting targets for goals, objectives and performance measurements. The Policy Committee is not authorized to create policy for the Coastal Express but can make recommendations to VCTC.

**3. Lead Agency**

VCTC is the lead agency for administration of the COASTAL EXPRESS and is responsible for service contracting and compliance with all federal and state requirements, including reporting requirements pursuant to the National Transit Database.

**4. Budget and Annual Report**

The COASTAL EXPRESS will operate seven days a week, excluding holidays, with reduced service on weekends and some weekdays. The priority area for interregional service will be the Ventura/Oxnard and Santa Barbara/Goleta urbanized areas.

In the course of VCTC operating its regional intercity bus system, the COASTAL EXPRESS route will be reviewed and evaluated continuously to determine if service adjustments are necessary. A route plan for the upcoming fiscal year will be presented to the Policy Committee prior to April 1 of each year for review and recommendation to VCTC and SBCAG. The route plan will include proposed route and schedule information and projected revenue and expenditures.

An Annual Report will be presented to the Policy Committee prior to November 1 of each year and will include per trip ridership reports, operating farebox ratio, actual revenue and expenditures, and other standard performance measures for the preceding fiscal year.

**5. Funding**

VCTC and SBCAG shall share equally in the costs associated with the service, after deducting Federal Transit Administration (FTA) 5307 funds attributable to the service net of their administrative costs, all passenger fares, advertising revenue, and any other operating revenue generated by or attributable to the route. Service levels shall be established and agreed upon by both agencies through the annual route plan as described in Section 4.

SBCAG's share of the cost of the COASTAL EXPRESS shall not exceed \$850,000 per year. If the total budgeted funding amount forecast for the service exceeds \$1,700,000, SBCAG shall submit two payments to VCTC of \$425,000 each, one in August, and one in January of the budgeted fiscal year. If, after reconciling the revenues and expenses for the fiscal year, the actual amount of the agency share is less than \$850,000, the difference shall be applied to the following fiscal year budget projection.



**6. Technical Committee**

A Technical Committee shall be established and consist of staff representatives from VCTC, SBCAG, the Gold Coast Transit District, and the Santa Barbara Metropolitan Transit District, and the contract operator. The Technical Committee will advise VCTC on operational elements including routes, schedules, adjustments to the performance standards in the Coastal Express Transit Plan, the annual budget, the annual report, and other service details and make recommendations to the Policy Committee. Minor modifications to service plans, routes and schedules are delegated to the Technical Committee.

**7. Staffing and Administration**

VCTC shall manage the COASTAL EXPRESS route as part of the VCTC intercity transit system. VCTC's cost to manage, operate and administer the COASTAL EXPRESS shall be allocated proportionally based on the share of COASTAL EXPRESS revenue hours as a portion of the total amount of system revenue hours. The estimated annual cost for administering the COASTAL EXPRESS shall be included in the annual COASTAL EXPRESS budget. Duties relating to the Coastal Express to be performed by VCTC in consultation with SBCAG shall include: planning, marketing/branding, managing the service contractor, customer service, preparing and managing grants, preparing agendas, reports, and minutes for Policy Committee, Technical Committee meetings, providing monthly service reports to SBCAG, and regular meetings with SBCAG staff. VCTC shall maintain insurance and indemnification provisions identical or substantially similar to the terms identified in Attachment A in any agreement with a firm to provide transportation services, including the Coastal Express.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the Parties agree all losses or liabilities incurred by a party shall not be shared pro rata but instead the Parties agree, pursuant to Government Code Section 895.4, each of the Parties (the "Indemnifying Party") shall fully indemnify and hold harmless each of the other Parties, their officers, board members, employees and agents, from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the Indemnifying Party, its officers, board members, employees, agents or volunteers, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under the MOU. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees, agents or volunteers under or in connection with or arising out of any work, authority or jurisdiction delegated to an Indemnifying Party under the MOU. This Indemnification provision shall survive any expiration or termination of the MOU.

**8. Equipment**

VCTC shall provide and maintain the equipment necessary to support the COASTAL EXPRESS, including but not limited to buses/coaches, GPS systems, fareboxes, and WiFi service.

**9. Marketing**

VCTC will include the Coastal Express in its intercity bus system marketing activities, promotional materials, printed schedules, etc. Any marketing programs specific to the Coastal Express may be developed either cooperatively by SBCAG and VCTC, with the costs for all marketing activities and promotional materials included in the annual budget and shared equally, or by either agency as a part of its internal marketing program controlled and paid for by the sponsoring agency. The schedule and other service information shall be accessible on the VCTC website and the SBCAG Traffic Solutions website. VCTC's existing guaranteed-ride-home and SBCAG Traffic Solutions emergency-ride-home programs will be available to users of the service.

**10. Amendment**

This MOU may be altered, amended or modified only by an instrument in writing, executed by the parties to this MOU and by no other means. Prior to amending this MOU SBCAG and VCTC shall consider recommendations by the Policy Committee.

**11. Term of the Memorandum of Understanding Agreement**

The term of this Memorandum of Understanding shall be from July 1, 2017 to June 30, 2018. This agreement can be extended to June 30, 2019 or an earlier date through written approval by the SBCAG and VCTC Executive Directors. This Agreement may be terminated by either party upon written notification to the other three months prior to the beginning of the next fiscal year. In that event, the Agreement will terminate at the end of the existing fiscal year.

**VENTURA COUNTY TRANSPORTATION COMMISSION**

\_\_\_\_\_  
COMMISSION CHAIR

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
VCTC COUNSEL

\_\_\_\_\_  
Date

**SANTA BARBARA ASSOCIATION OF GOVERNMENTS**

\_\_\_\_\_  
BOARD CHAIR

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
SANTA BARBARA COUNTY COUNSEL

\_\_\_\_\_  
Date



Item #8G

June 2 , 2017

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: STEVE DEGEORGE, PLANNING AND TECHNOLOGY DIRECTOR**  
**SUBJECT: HARVEST AT LIMONEIRA TEMPORARY CROSSING AGREEMENT**

**RECOMMENDATION:**

- Approve the Padre Lane Temporary Crossing Agreement to allow emergency vehicle access to the Harvest at Limoneira Development and accept the \$66,659 cash deposit to be held as security for the removal of the temporary crossing.

**Discussion:**

Over the course of Fiscal Year 2016/2017 staff has been working with the City of Santa Paula, Limoneira Lewis Community Builders LLC, and VCTC's General Counsel to develop access agreements and easements on the Santa Paula Branch Line for the new community development in Santa Paula, Harvest at Limoneira, formerly known as East Area 1. The agreements will provide a new crossing for entry into the project at Hallock Road, utility crossings, drainage facilities and temporary emergency vehicle access. Limoneira Lewis Community Builders LLC entered into cost recovery agreements with VCTC to pay for expenses associated with legal reviews, engineering/pan reviews, staff time, and miscellaneous costs such as postage and printing.

The Padre Lane Temporary Crossing Agreement, Attachment 1, will provide temporary emergency vehicle access for the Harvest at Limoneira project at the existing Padre Lane crossing, until the developer can construct the permanent secondary access to the project, anticipated to be no more than three years. Limoneira Lewis Community Builders LLC is responsible for constructing and removing the temporary crossing and will be providing a cash deposit in the amount of, \$66,659 with VCTC to ensure removal of the crossing at the end of three years. Due to the limited use of the crossing for emergency vehicles only, the developer is paying a nominal annual fee for use of the crossing. The City of Santa Paula has reviewed the attached agreement and will be taking the agreement to their Council for approval as shown in Attachment 2.

Staff is recommending that the Commission approve the Padre Lane Temporary Crossing Agreement to allow emergency vehicle access to the Harvest at Limoneira Development and accept the \$66,659 cash deposit to be held as security for the removal of the temporary crossing.

## Attachment 1



**Ventura County Transportation Commission  
Santa Paul Branch Line  
Temporary Emergency Crossing Agreement/License**

Agreement Number: X-415.90-2016-1  
Mile Post: 415.90, Santa Paula Branch Line  
Location: Santa Paula, Ventura County, California (Padre Lane)  
Licensee: Limoneira Lewis Community Builders LLC/City of Santa Paula

This agreement, dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the "Agreement" or "License"), is between Ventura County Transportation Commission ("VCTC") as "Licensor" and Limoneira Lewis Community Builders LLC a Delaware limited liability company ("Developer") and the City of Santa Paula ("City") (collectively as "Licensee").

- A. Developer and VCTC are parties to that certain "Construction and Non-Exclusive Easement Agreement" dated \_\_\_\_\_, 2017 (the "Hallock Crossing Agreement") which provides, in part, for the construction by Developer of a new vehicular crossing over the VCTC Branch Line for Hallock Drive, approximately two hundred (200) feet north of East Telegraph Road (the "Hallock Crossing"), which will provide the City and public using Hallock Drive with a public vehicular rail crossing to be used and maintained by the City for such public purpose.
- B. There is an existing crossing for public use, which crosses the VCTC Branch Line at Padre Lane at the location shown on Exhibit "A" attached (the "Padre Crossing").
- C. Upon the completion and opening of the Hallock Crossing for public use, the California Public Utilities Commission ("CPUC") requires that the Padre Crossing be closed permanently to public use by the City; provided, at the request of the Developer and the City, VCTC is willing to permit the Developer to make temporary improvements to the Padre Crossing for use solely by City police, fire and other emergency service vehicles as the City deems necessary to provide emergency service to the Developer's "East Area One" project (the "Project") as described in the Hallock Agreement for the Agreement Term (defined in Section 13(a) below).

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree to the following:

**1. EMERGENCY CROSSING**

X-415.90-2016-1 (Padre Lane)

Page 1

- (a) Developer Activities. VCTC hereby grants to Developer, insofar as it has the legal right and its present title hereby permits, a License to (i) construct, in strict accordance with the drawings and specifications approved by VCTC attached as Exhibit A hereto and incorporated herein by reference (the "Drawings, Specifications, and Construction Details"), those temporary at-grade crossing improvements required by VCTC to close the Padre Crossing to all public use and to limit use of the Padre Crossing to City police, fire and other emergency service vehicles as the City deems necessary to provide emergency service to the Project (the "Emergency Crossing Improvements"), and (ii), upon the expiration or termination of Agreement Term, remove the temporary Emergency Crossing Improvements and construct those permanent improvements identified in Exhibit A (the "Closure Improvements") necessary to close permanently the Emergency Crossing to any further use as a vehicular crossing for any purposes, including the City's emergency use (collectively the "Developer Activities"). As used herein the term "Emergency Crossing" or "Crossing" means the Padre Crossing improved with the Emergency Crossing Improvements.
- (b) City Use. Upon completion of the Emergency Crossing Improvements, VCTC hereby grants to City, insofar as it has the legal right and its present title hereby permits, a License for the Agreement Term to (i) use the Emergency Crossing solely as a vehicular crossing for such emergency vehicles as may reasonably be used by the emergency services providers of the City (fire department, police department or others deemed emergency services by the City of Santa Paula) to provide emergency service to the Project, and (ii) to perform the maintenance of the Emergency Crossing Improvements as required by this Agreement until the expiration of the Agreement Term or earlier termination of the Agreement in accordance with Section 13 (collectively the "City Activities").
- (c) City Plan Review/Approval. Developer will obtain the City's review and approval of the Drawings, Specifications and Construction Details for the Emergency Crossing. The City will ensure that the necessary emergency response personnel review and provide comments to the Drawings, Specifications and Construction Details prior to the City issuing its approval. Upon completion of the Emergency Crossing Improvements, Developer will provide VCTC and the City, for the City's dissemination to those appropriate emergency response personnel that will use the Emergency Crossing, as the City in its sole discretion elects, with all keys, codes or similar mechanisms necessary to access the Emergency Crossing in an emergency situation.
- (d) No Warranty, Developer and City. Developer and City agree that each are accepting the License without any warranty or representation by VCTC whatsoever and subject to any and all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions.
- (e) Private Rights/No Transfer. The Crossing shall be a private one, and neither Developer nor the City shall permit it to be used except for the Developer Activities and the City Activities. No lease, assignment of any type or transfer or conveyance of a real property interest is intended by this License.

- (f) No Modification in Location. The Crossing shall be located in exact accordance with Exhibit A and no departure shall at any time be made therefrom except upon the prior approval of VCTC's Executive Director.
- (g) Closure. At the termination of this Agreement, Developer will remove the Emergency Crossing Improvements, and construct the Closure Improvements which will include the installation of barriers, warning devices and/or signage, and reconstruction of the rail line in strict accordance with the Drawings, Specifications and Construction Details.

**2. PAYMENT, RENTAL AND MAINTENANCE FEES, DEPOSIT/BOND FOR CLOSURE IMPROVEMENTS**

- (a) Developer shall pay VCTC Five-Hundred-Dollars (\$500.00) per year as minimum annual rental ("Rental"). Developer shall have no right of refund for any cause whatsoever with respect to Rental payments paid to VCTC, which said sum shall be payable upon execution of this Agreement and payable each year thereafter on or prior to the anniversary of that date. Rental shall be adjusted in accordance with the terms of Section 2(c) below.
- (b) VCTC reserves the right to collect, in addition to the Rental, an annual sum from Developer sufficient to cover any applicable maintenance expenses related to the Crossing reasonably and necessarily incurred by VCTC ("Maintenance Fee"). Pursuant to this Agreement, use of the Crossing is limited to "temporary emergency access only" with no daily vehicle crossings anticipated and City is responsible for completing the required maintenance. Consequently, VCTC does not anticipate collecting a Maintenance Fee. However, in the event that VCTC, Developer and the City mutually agree to modify the current usage to permit expanded use of the Crossing or if VCTC determines that the City's permitted use results in maintenance expenses, then VCTC may assess and collect a Maintenance Fee from Developer pursuant to this subsection. Developer shall have no right of refund for any cause whatsoever with respect to any Maintenance Fee payments paid to VCTC. Any Maintenance Fee would be payable annually in advance commencing with the initial Rental payment and each year thereafter on or prior to the anniversary of that date. Any Maintenance Fee shall be adjusted in accordance with the terms of Section 2(c) below. Rental and Maintenance Fees ("Annual Charges") shall on an annual basis be increased by the same percentage of increase as reflected in the "Consumer Price Index for All Urban Consumers All Items – United States (1967 = 100) compiled by the Bureau of Labor Statistics of the United States Department of Labor" (Price Index). In no event, however, shall the Annual Charges be less than the Annual Charges payable as of the effective date of this License. Annual Charges shall be increased in accordance with the following:
  - (1) Annual Charges shall be adjusted annually.
  - (2) Each adjustment shall be made with reference to the Price Index for March of the two preceding fiscal years (July 1 to June 30) with the adjustment effective on July 1 of the fiscal year when the adjustment is made.



(3) Each such adjustment shall be made by determining the percentage increase between the two March CPI indicators.

(4) The percentage thus determined shall be multiplied by the then applicable Annual Charges, and the product thus determined shall represent the increase payable in addition to the Annual Charges until a subsequent adjustment shall be made under this section.

Example: For Fiscal Year 2016/2017 (July 1, 2016 to June 30, 2017) the formula would be the CPI amount for March 2016 divided by the CPI amount for March 2015 multiplied by the Fiscal Year 2015/2016 annual charge = the \$ amount of the CPI increase for Fiscal Year 2016/2017. Then, the \$ amount of the CPI increase for Fiscal Year 2016/2017 plus the Fiscal Year 2015/2016 annual charge = the Fiscal Year 2016/2017 annual charge.

- (c) All fees, rental payments and charges required to be paid by Developer to VCTC pursuant to this Section 2 are due whether or not notice of such obligation is provided by VCTC to Developer. Failure to provide notice to Developer of any amount due shall not result in a waiver of such amount due to VCTC.
- (d) All invoices are due thirty (30) days after the date of invoice. In the event that Developer shall fail to pay any monies due to VCTC Within thirty (30) days after the invoice date, then Developer shall pay ten percent (10%) interest per month on the unpaid balance.
- (e) Upon execution of this Agreement, Developer shall provide VCTC with a cash deposit in the amount of \$66,659 for the full cost of removing the Emergency Crossing Improvements and installing the Closure Improvements as set forth on Exhibit A hereto as security for the faithful performance of Developer's obligations hereunder and as security for the payment of all persons performing labor and furnishing materials in connection with Developer's obligations hereunder. Upon removal of the Emergency Crossing Improvements and completion of the Closure Improvements by Developer in accordance with its obligations herein, VCTC will refund the cash deposit to Developer within thirty (30) days. VCTC is not obligated to refund any interest accrued on the deposit during its possession of such funds to Developer. If upon VCTC's inspection of the Closure Improvements, it determines that the Closure Improvements do not comply with Developer's obligations hereunder, VCTC may retain whatever portion of the deposit is necessary to complete the additional improvements. In the event that the deposit is not sufficient to cover the cost of the Closure Improvements, then VCTC shall bill Developer for the additional costs and Developer shall pay those additional costs in accordance with Section 2(d) above.

### 3. CONSTRUCTION

- (a) All materials and work contemplated by this License shall be furnished and performed by Developer as specifically set forth in Exhibit A of this License at the sole cost and expense of Developer. Prior to commencement of construction, Developer shall submit, to the extent not included in the Drawings, Specifications and Construction Details approved by VCTC, detailed plans of the Emergency Crossing Improvements and Closure Improvements to VCTC and/or its agent/representative for the review and

approval of VCTC and/or its agent/representative; Developer is responsible for any reasonable costs associated with and incurred by VCTC and/or its agent/representative in conducting plan review.

- (b) The following work and materials shall be provided by Developer (or City where applicable) subject to the prior approval of the Executive Director or his designee:

(1) Developer shall install all of the Emergency Crossing Improvements and Closure Improvements, including all asphalt material, together with all approach work, traffic control devices, gates, locks, signals, warning devices in strict accordance with the Drawings, Specifications and Construction Details at its sole risk, cost and expense. Developer shall paint appropriate highway warning markings on approaches to the crossing. The City shall repair and maintain the Emergency Crossing Improvements facilities outlined above in strict compliance with the Drawings, Specifications and Construction Details as discussed in Section 4(a) below. In the event that City fails to maintain and repair such facilities, VCTC will repair and maintain them at the Developer's cost and expense in accordance with Section 2(b) .

- (c) Developer, before performing any work to construct the Emergency Crossing Improvements or Closure Improvements shall first have received the approval of detailed plans pursuant to Section 3(a) and been issued a Notice to Proceed by VCTC's Executive Director or his designee.

- (d) The Emergency Crossing Improvements shall also include adequate drainage facilities ("Drainage Facilities") necessary or appropriate for the prevention of ponding and/or flooding or any other kind of water damage in the general area where the Emergency Crossing is located as identified in the Drawings, Specifications and Construction Details approved by VCTC. Said drainage facilities shall be installed by Developer at the sole risk, cost and expense of Developer.

- (e) At the expiration or termination of this Agreement, Developer shall remove the Emergency Crossing Improvements, and install the Closure Improvements in strict accordance with the Drawings, Specifications and Construction Details.

#### 4. MAINTENANCE

- (a) During the term of this Agreement, VCTC or its agent/representative shall perform all rail maintenance and repairs to the Crossing between lines two (2) feet outside of the rails of each track in accordance with PUC General Order 72-B (but shall not perform maintenance of the remaining Emergency Crossing Improvements) at the sole cost and expense of Developer, except as specifically set forth in Section 3(b), 3(d) and 4(b) hereof. The Closure Improvements shall be maintained by VCTC after the termination of this Agreement at its sole cost and expense.



- (b) City, as part of the City Activities, shall at all times maintain the Emergency Crossing Improvements (except for the Crossing area between lines two (2) feet outside of the rails of each track as discussed above), including keeping the Emergency Crossing and the flangeways in the Emergency Crossing free and clear of dirt, weeds and debris, and shall in any event promptly, upon notice from VCTC, perform the above work. If City fails to perform the work when needed after ten (10) days prior notice from VCTC (except in an emergency whereon no prior notice is required), VCTC or its agent/representative, for the purpose of protecting and safeguarding its property, traffic, employees or patrons, may perform such maintenance activities, including removing any dirt, weeds, and debris from the Crossing and the flangeways in the Crossing and thereafter, bill Developer in accordance with the terms of Sections 2(b) and 8 hereof for all costs and expenses incurred by VCTC or its agent/representative.
- (c) The City, as part of the City Activities, shall repair, maintain and clean the Drainage Facilities in strict compliance with the Drawings, Specifications and Construction Details. In the event that City fails to repair, clean or maintain the drainage facilities, VCTC shall perform such work at Developer's cost and expense in accordance with Section 2(b).
- (d) City and/or Developer, when performing any work at the Crossing, shall provide notice to VCTC and the operating railroad and be responsible to ensure that people, equipment and materials are kept a safe distance away from the tracks on the approach or any moving equipment on the tracks.

#### 5. MAINTENANCE OF RIGHT-OF-WAY

In the event VCTC shall, during the term of this Agreement, be required, or may desire at any time, or from time to time, to change the grade or location of any of its tracks or facilities, or to remove, construct or add to any of its tracks or facilities upon land owned or used by VCTC or its agent/representative, then VCTC may, after a minimum of thirty (30) days prior written notice to Developer and the City, at the sole cost and expense of Developer, make such adjustments or relocations in the Emergency Crossing and the Emergency Crossing Improvements which may, in the reasonable opinion of VCTC, be necessary and bill Developer for such costs and expenses in accordance with the terms of Section 8 hereof. In the event any of the work provided for in this Section 5 requires the adjustment or relocation of any facilities of the Emergency Crossing Improvements not located on VCTC's property, then Developer shall, at its sole cost and expense, promptly make all required adjustments and relocations to those Emergency Crossing Improvements so affected.

#### 6. VCTC'S PARAMOUNT USE

VCTC and its agent/representative shall have the paramount right at all times to use its track(s), right-of-way and property at the Emergency Crossing. Developer and City shall exercise the greatest care in the use of the Crossing and shall require all others permitted hereunder to use the Emergency Crossing to also exercise the greatest care in the use of the Emergency Crossing.

## 7. CROSSING PROTECTION

- (a) Sole responsibility for protecting the Emergency Crossing from the standpoint of safety and policing the Emergency Crossing shall rest exclusively with Developer while Developer it is conducting the Developer Activities and rest exclusively with City at all other times and under all circumstances until the termination of this Agreement.
- (b) During construction of the Emergency Crossing Improvements and Closure Improvements, Developer shall, and the City shall at all other times until termination of this Agreement, erect, maintain and renew appropriate signs, or notices, satisfactory to VCTC setting forth the fact that the Emergency Crossing is private and shall take whatever further steps as may be necessary to prevent unauthorized persons from entering upon or using the Emergency Crossing for any purpose whatsoever.
- (c) VCTC or its agent/representative may, after thirty (30) days prior written notice to Developer and City (except in the event of an emergency situation wherein such prior notice shall not be required), maintain and renew railroad highway grade crossing signs, and Developer shall pay all reasonable costs and expenses of the installation, maintenance and renewal thereof in accordance with the terms of Section 8 hereof.
- (d) Developer shall, at its sole risk, cost and expense, erect as part of the Emergency Crossing Improvements, appropriate lock-type gates on both sides of the Emergency Crossing in accordance with the Drawings, Specifications and Construction Details approved by VCTC, which shall thereafter be maintained in good condition and repair by the City and kept closed and locked by the City at all times when the Emergency Crossing is not in actual use for emergency purposes.
- (e) If it is deemed necessary by VCTC, any federal, state, or municipal authority or other governing body, to install automatic protection at the Emergency Crossing, said automatic crossing protection shall be installed and removed (as part of the Closure Improvements) by Developer at the sole cost and expense of Developer, and used and maintained by the City at the sole cost and expense of the City.
- (f) In addition to the foregoing, but not in limitation thereof, if at any time during the construction of the Emergency Crossing Improvements and Closure Improvements VCTC should deem crossing flagmen or watchmen desirable or necessary to properly protect its operation near the Emergency Crossing, VCTC or its agent/representative may place flagmen or watchmen at the Emergency Crossing and bill Developer in accordance with the terms of Section 8 hereof for all reasonable costs and expenses incurred in placing such flagmen or watchmen. The furnishing or failure to furnish flagmen or watchmen by VCTC or its agent/representative shall not release Developer or the City from any and all other liabilities assumed by Developer or the City under the terms of this License.

**8. BILLING**

Developer shall pay all bills rendered pursuant to this License within thirty (30) days of presentation by VCTC.

**9. TAXES**

Developer shall assume and pay any and all taxes and assessments which may be levied upon the Emergency Crossing Improvements under this License, and Developer shall indemnify, defend and hold VCTC harmless therefrom.

**10. INDEMNIFICATION/LIABILITY**

Developer, as to all of the Developer Activities conducted by Developer or its contractors, employees or agents, and City, as to all of the City Activities conducted by City or its contractors, employees or agents, shall indemnify, defend with counsel acceptable to VCTC, and hold harmless VCTC, its officers, officials, employees and agents (collectively, with VCTC, the "VCTC Parties") from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense, including without limitation, reasonable attorney's fees and costs of litigation, (collectively "Liabilities") to the extent resulting from or arising in connection with such Developer Activities or City Activities, respectively, including, but not limited to, flooding of any kind caused by increased runoffs and/or drainage flows associated with the Emergency Crossing, except to the extent that such Liabilities are caused by the gross negligence, willful misconduct, or criminal violation, of VCTC or any VCTC Parties. Developer's and City's obligations under this Section shall survive termination of this Agreement.

VCTC, as to its maintenance activities for the rail maintenance and repairs to the Crossing between lines two (2) feet outside of the rails of each track in accordance with PUC General Order 72-B conducted by VCTC Parties, shall indemnify, defend with counsel acceptable to City, and hold harmless City, its officers, officials, employees and agents (collectively, City Parties") from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense, including without limitation, reasonable attorney's fees and costs of litigation, (collectively "Liabilities") to the extent resulting from or arising in connection with such maintenance activities pursuant to General Order 72-B, except to the extent caused by the gross negligence, willful misconduct, or criminal violation of City or any City Parties. VCTC's obligations under this Section shall terminate one year from the date that the Emergency Crossing has been removed and the Closure Improvements have been completed.

**11. CONTAMINATION INDEMNIFICATION/**

To the fullest extent permitted by law, Developer, during the conduct of the Developer Activities by Developer or its contractors, employees or agents, and City, during the conduct of all of the City Activities by City or its contractors, employees or agents, each for itself and on behalf of its successors and assigns, shall and hereby agrees to defend, hold harmless, and indemnify VCTC Parties from and against any and all Losses arising out of, or related to, the discovery,

presence, release, use, exacerbation, discharge, storage, generation, manufacture or disposal of any Contamination, including all Losses arising out of, or related to, any violation on, upon or within the area covered by this License of any applicable Environmental Law. Notwithstanding the prior sentence, Section 11 and Section 12 shall not apply to any Liabilities or Losses that VCTC may incur by reason of Contamination that migrates, through no fault of the Licensee, to the License area after the Effective Date from other real property not owned by Licensee, City, or VCTC (the "Migrated Contamination"), or Contamination resulting from the acts or omissions of VCTC after the Effective Date (the "VCTC Contamination"), but shall apply to any Liabilities or Losses that result from the exacerbation of any such Migrated or VCTC Contamination by Developer or City after either has knowledge of the existence of such Contamination. As of the Effective Date, VCTC has no record of the existence of any Contamination on or under the License area. For the purposes of this Section 10: "Contamination" means the presence of any chemical, compound, material, substance, or other matter that (i) is a flammable, corrosive, explosive, hazardous, toxic or regulated material, substance, or waste, or other injurious or potentially injurious material, whether injurious itself or in combination with other materials, (ii) is controlled, designated in or governed by any Environmental Law, or (iii) gives rise to any reporting, notice, or publication requirements or remediation obligation under any applicable Environmental Law; "Environmental Law" means any applicable federal, state, local or tribal statute, law, rule, regulation, ordinance, or any governmental, administrative, or judicial order, decree, directive, or decision, or any other requirement of any governmental authority, pertaining to the protection of the environmental or health and safety that may now be in effect or which may be enacted, adopted, or made effective at a future date; "Losses" means any claims, obligation, payment, fines, demands, causes of action, suits, judgments, damages, settlement, compensation, loss contingency, lien, debts, costs, expenses, losses, reasonable attorneys' fees, other legal costs, penalties, stipulated penalties, punitive damages, and liability of any kind, alleged by any person or entity or any governmental authority, including bodily injury and property damage and consequential damages awarded to a third party against VCTC Parties.

## 12. MINIMUM SCOPE AND LIMIT OF INSURANCE

The Parties acknowledge that the City is a self-insured entity. In connection with the City Activities under this Agreement, City shall maintain a program of self-insurance or excess insurance or any combination thereof, and shall name the VCTC as an additional insured thereto to protect against any liability for bodily injury or property damage arising out of or in connection with the City Activities under this Agreement. The coverage under such program of self-insurance or excess insurance shall not be less than the applicable amounts specified below for each category of insurance. City shall supply a certificate of self-insurance to VCTC on or before the time of execution of this Agreement. City shall notify VCTC in writing prior to any termination of such self-insurance program.

Developer, before beginning any of the Developer Activities under this Agreement shall procure the types and amounts of insurance listed below and



shall maintain the types and amounts of insurance listed below for as long as the License granted herein remains in existence.

12.1 Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Developer with limits of not less than one million dollars (\$1,000,000.00) per accident.

12.2 Commercial General and Automobile Liability Insurance; Professional Liability.

12.2.1 Commercial General Insurance. Commercial general liability insurance, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations or activities of Developer . The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

12.2.2 Automobile Liability. Automobile liability insurance form CA 0001 (current edition) covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle pursuant to this Agreement, whether or not owned by the Developer , on or off VCTC premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

12.2.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

12.2.4 Professional Liability (Errors and Omissions) Insurance by the professional consultants of Developer , with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000.

12.3 All Policies Requirements.

12.3.1 Verification of coverage. Developer, prior to Developer beginning any Developer Activities, , shall each provide VCTC with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 9.2 adding the VCTC, its officers, agents, and employees as additional insureds and declaring such insurance primary in regard to work performed pursuant to this Agreement.

12.3.2 Notice of Reduction in or Cancellation of Coverage. Developer and City, as applicable, shall provide at least thirty (30) days prior written notice to VCTC of any reduction in scope or amount, cancellation, or modification adverse to VCTC of the policies referenced in Section 9.

12.3.3 Higher Limits. If Developer maintains higher limits than the minimums specified herein, then VCTC shall be entitled to coverage for the higher limits maintained by Developer .

12.4 Waiver of Subrogation. Developer agrees to waive subrogation which any insurer of Developer may acquire from Developer by virtue of the payment of any loss. Developer agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of VCTC for all work performed by Developer and its employees, agents and contractors.

12.5 Additional Insurance Obligation. Developer shall be solely responsible for ensuring that all equipment, vehicles and other items utilized or operated in the performance of their activities pursuant to this Agreement are and remain covered by the policies referenced in Section 9. Developer shall also ensure that all workers involved in the performance of the Developer Activities are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law.

12.6 Self-Insured Retention. If any of the insurance policies required under this Agreement includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers, do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this Agreement so as to not prevent any of the parties to this Agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.

### 13. EFFECTIVE DATE AND TERMINATION

(a) This License shall become and be effective as of the date first set forth above and shall expire three (3) years after the completion of the Emergency Crossing Improvements (but no later than December 31, 2020) and shall be terminable before that date upon not less than ninety (90) days' notice served or given by either party hereto to the other; provided, however, that this License may be immediately terminated immediately upon violation of any of the terms hereof by Developer or City if such violation is not cured or remedies to that satisfaction of VCTC after thirty (30) days prior written notice by VCTC to Developer and City as set forth in Section 13(b) below. Upon termination of this License as set forth above, VCTC may, if the Closure Improvements are not completed by Developer within fifteen (15) days after written notice by VCTC, remove the Emergency Crossing Improvements and install the Closure Improvements at the sole cost and expense of Developer, with the cost of such removal of the Emergency Crossing Improvements and

installation Closure Improvements funded from the cash deposit or bonds provided by Developer in accordance with Section 2(e); or VCTC may wreck and scrap or convert all of the Emergency Crossing, to its own use without liability to Developer or City in any event for compensation or damages therefor. Notwithstanding the foregoing, if upon expiration of the 3-year Agreement term, either Developer or the City desires to extend the License, Developer or City will request an extension of the term in writing. If VCTC agrees, in its sole discretion, to grant such extension, the Agreement Term shall continue to run on a month to month basis terminable by VCTC or Licensee (or City) on 30 days' notice.

- (b) Notwithstanding any other terms of this License, in the event Developer or City shall fail to fully, faithfully and strictly comply with the terms of Section 10, 11, and 12 hereof, and fails to take all actions necessary to cure that default after thirty (30) days prior written notice from VCTC, all rights and privileges of Developer and City to use the Emergency Crossing herein granted shall automatically cease and terminate and VCTC shall have the immediate right (without notice to Licensee) to barricade and remove the Emergency Crossing Improvements and install the Closure Improvements at the sole cost and expense of Developer with the cost of such removal of the Emergency Crossing Improvements and installation of the Closure Improvements funded from the cash deposit or bonds provided by Developer in accordance with Section 2(e).
- (c) Any obligation assumed and any liability which arose or may have arisen or been incurred by either party hereto prior to termination of this License shall survive the termination of this License.

#### **14. PERMITS AND APPROVALS**

Developer and City, each at its sole risk, cost and expense, shall obtain all permits and approvals which may be necessary or appropriate for the Developer Activities and City Activities, respectively, and Developer and City shall each comply with all federal, state and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of VCTC. Developer and City hereby each agree to forward copies to the VCTC. Developer and City each agree to indemnify, defend and hold harmless VCTC therefrom.

#### **15. SUCCESSORS**

- (a) This License shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns, subject, however, to the terms of Section 15(b) hereof.
- (b) The permission and license hereby afforded shall be the personal privilege of Developer and City, and no assignment or transfer thereof by operation of law or voluntary act of Developer or City shall be made, or other use of the Emergency Crossing be permitted as herein provided, without the prior consent of VCTC which may be withheld for any reason or no reason.

**16. WAIVER**

The waiver by VCTC of any breach of any term, covenant, obligation or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or a waiver of any other term, covenant, obligation or condition herein contained.

**17. NOTICES**

- (a) Every notice, approval, consent, or other communication desired or required under this License shall be effective only upon receipt and only if the same shall be in writing and sent postage prepaid by overnight mail or United States registered or certified mail (or a similar mail service available at the time), directed to the other party at its address as follows (or such other address as either party may designate by notice given from time to time in accordance with this Section):

If to VCTC:

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

If to Developer:

Limoneira Lewis Community Builders LLC  
c/o Lewis Management Corporation  
Attn: John M. Goodman  
1156 N. Mountain Avenue  
Upland, CA 91786

With Copy to:

Limoneira Lewis Community Builders LLC  
c/o Lewis Management Corporation  
Attn: Tim Jones  
133 N. 10<sup>th</sup> Street  
Santa Paula, CA 93060

If to City:

City of Santa Paula  
Attn: City Manager  
P.O. Box 569  
Santa Paula, CA 93061

- (b) Notwithstanding anything to the contrary set forth above, in the event VCTC is unable to locate Licensee, such notices may be posted at or near the Crossing.

**18. ENTIRE AGREEMENT**



The entire agreement between VCTC and Licensee pertaining to the Emergency Crossing is set forth in this License and there are no understandings, agreements, or representations of any kind between the parties, verbal or otherwise, pertaining to this Crossing other than as set forth in this License. No change or modification of any of the terms, obligations or provisions hereof shall be valid unless in writing and signed by the parties hereto.

**19. PARTIAL INVALIDITY**

If any term, obligation or condition of this License or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a final judgment or award which shall not be subject to change by appeal, then the remainder of this License or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this License shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each agreement, obligation and other provision of this License is and shall be deemed and construed as a separate and independent obligation of the party bound by, undertaking or making the same, and not dependent or any other provision of this License unless expressly so provided.

**20. THIRD PARTY BENEFICIARY**

Nothing contained in this License shall be construed as to confer upon any other party the rights of a third party beneficiary.

**21. GOVERNING LAW**

This License and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of California.

**22. EXHIBITS AND ADDENDA**

Any exhibit or addendum to this License shall be deemed a part hereof.

**23. HEADINGS**

Section headings are inserted for convenience only and shall not affect the construction or interpretation of this License.

**24. TERMINOLOGY**

As used in this License, the terms "VCTC," "Developer," "City," and "Party" shall include the respective subsidiaries and affiliates of VCTC, City and Developer and the directors, officers, agents and employees of VCTC, City and Developer and such subsidiaries and affiliates.

**IN WITNESS WHEREOF**, the said parties hereto have caused this License to be duly executed and delivered as of the day and year first above written.

VCTC:

Limoneira- Lewis Community Builders, LLC

By: Lewis Santa Paula Member, LLC  
Its Manager

\_\_\_\_\_  
By: Bryan MacDonald  
Its: Executive Director

By: Lewis Management Corp.  
Its Manager

\_\_\_\_\_  
By: John M. Goodman  
Its Ex VP/CEO/CFO

Approved as to form:

City of Santa Paula:

\_\_\_\_\_  
Steven T. Mattas  
General Counsel

\_\_\_\_\_  
City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney

**Exhibit A:**

**Drawings, Specifications and Construction Details**

2815847.1

**Exhibit A**

PADRE LANE CROSSING		Date:		3/30/2017
		Estimated by:		JDS/RP
PART I - REMOVAL OF INTERIM IMPROVEMENTS				
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
Remove & Dispose Grade Crossing Panels, Plug Ties	1	LS	\$ 10,000.00	\$ 10,000.00
Remove & Dispose Underdrains, D.I., & Conduits	1	LS	\$ 5,000.00	\$ 5,000.00
Asphalt Driveway Approaches	4660	SF	\$ 3.00	\$ 13,980.00
Access Gates	2	EA	\$ 250.00	\$ 500.00
Concrete Driveway	155	SF	\$ 12.00	\$ 1,860.00
Crossbuck/ENS Signs	3	EA	\$ 200.00	\$ 600.00
Railroad Flagging	1	DAY	\$ 1,200.00	\$ 1,200.00
Subtotal				\$ 33,140.00
PART II - FINAL CONDITION IMPROVEMENTS				
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
Curbs to replace Driveway	20	LF	\$ 37.00	\$ 740.00
Fencing	80	LF	\$ 20.00	\$ 1,600.00
Access Gates	2	EA	\$ 250.00	\$ 500.00
Re-grade ditches through crossing	150	CY	\$ 45.00	\$ 6,750.00
Railroad Flagging	1	DAY	\$1,200.00	\$ 1,200.00
Subtotal				\$ 10,790.00
Raw Total				\$ 43,930.00
Mobilization/Demobilization	15%			\$ 6,590
Bonds and Insurance	2%			\$ 1,010
Contingency	15%			\$ 7,729
Escalation for Future Year Work (Estimated 3 yrs out)	4%			\$ 7,399
Grand Total				\$ 66,659

Preliminary Index sheet for plans for Emergency Crossing Improvements and  
Closure Improvements at Padre Crossing

From East Area 1 Rail Improvement Plans<sup>1</sup>

**Sheet Number:**

- |    |   |
|----|---|
| 1  | Improvement Plan Cover Sheet                        |
| 2  | Abbreviations And Geometry                          |
| 3  | Survey Control Plan                                 |
| 5  | Hallock Dr. Xing Track Plan Sta. 1026+50 to 1036+00 |
| 15 | Private Drive Crossing Closure Plan                 |
| 16 | Padre Lane Crossing Closure Plan (Phase 2)          |
| 25 | Padre Lane Location Layout                          |
| 26 | Padre Lane Power Distribution                       |
| 27 | Padre Lane Case Relay Circuits                      |
| 28 | Padre Lane Case Relay Circuits                      |

**Sheet Number:**

- |    |                                       |
|----|---------------------------------------|
| 29 | Padre Lane Track Circuits             |
| 30 | Padre Lane Xing Connections           |
| 31 | Padre Lane Gate Circuits              |
| 32 | Padre Lane Gate A Circuits            |
| 33 | Padre Lane Case Layout -Relay Side    |
| 34 | Padre Lane Case Layout -Track Circuit |

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<sup>1</sup> Above index of sheets will be finalized when all phases of design have been completed by Developer and approved by VCTC



*"Citrus Capital of the World"*

## City of Santa Paula

970 Ventura Street • Santa Paula, California • Mailing Address: P.O. Box 569 • 93061 • Phone: (805) 525-4478 • Fax: (805) 525-6278

May 22, 2017

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

Re: **Santa Paul Branch Line Temporary Emergency Crossing Agreement/License**

Dear Mr. Kettle:

We are aware that the Ventura County Transportation Commission ("VCTC") and Limoneira Lewis Community Builders, LLC have negotiated and intend to seek approval of the Commission to enter into a Construction and Non-Exclusive Easement Agreement (the "Hallock Crossing Agreement") that provides for the construction by Developer of a new vehicular crossing over the VCTC Branch Line for Hallock Drive (the "Hallock Crossing").

We are also aware that upon the completion and opening of the Hallock Crossing for public use, the California Public Utilities Commission is requiring that the existing Padre Crossing be closed permanently to public use by the City; provided, at the request of the Developer and the City. In order to allow Limoneira Lewis to make temporary improvements to the Padre Crossing for use solely by City police, fire and other emergency service vehicles to provide emergency service to Limoneira Lewis' East Area One project, VCTC and Limoneira Lewis have proposed the attached Temporary Emergency Crossing Agreement/License. The City is proposed as a party to the Temporary Emergency Crossing Agreement/License, however, the City Council has not yet publicly reviewed or approved the Temporary Emergency Crossing Agreement/License. We understand the VCTC Board will consider the Temporary Emergency Crossing Agreement/License at its next meeting.

City staff supports the request by Limoneira Lewis for VCTC Board approval of the Temporary Emergency Crossing Agreement/License and the City Attorney has reviewed and approved the form of the Temporary Emergency Crossing Agreement/License. Upon approval by the VCTC Board, City staff will present the Temporary Emergency Crossing Agreement/License to the City Council and recommend its approval.

Please do not hesitate to contact me with any questions. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to be 'RA', with a long horizontal stroke extending to the right.

Rick Araiza  
Interim City Manager

cc: John C. Cotti, City Attorney  
Steve DeGeorge  
Lindsey D'Andrea  
Brad Francke



Item #8H

June 2 , 2017

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: STEVE DEGEORGE, PLANNING AND TECHNOLOGY DIRECTOR**

**SUBJECT: SANTA PAULA BRANCH LINE BUDGET AMENDMENT**

**RECOMMENDATION:**

- Amend the Fiscal Year 2016/2017 Santa Paula Branch Line Budget increasing the Local Fee – Permits Revenue Line Item by \$100,000 and correspondingly increasing the following expense line items by the amount indicated: Salaries \$13,900, Legal \$37,000, Consultant Services \$49,000 and Postage \$100.

**Discussion:**

Over the course of Fiscal Year 2016/2017 staff has been working with developers adjacent to the Santa Paula Branch Line (SPBL) to facilitate development projects in Santa Paula, Harvest at Limoneira, and Fillmore, Heritage Valley Parks. The developers entered into cost recovery agreements with VCTC to cover additional expenses associated with legal reviews, engineering reviews, staff time, and miscellaneous costs such as postage and printing thereby generating substantially more revenues and expenses than had been anticipated in the adopted budget.

The additional estimated revenues and corresponding expenses must be amended into the VCTC Fiscal Year 2016/2017 Budget. Staff is recommending that the Commission amend the Fiscal Year 2016/2017 Santa Paula Branch Line Budget by increasing the following revenue and expense and line items by the amounts indicated:

**Revenues**

Local Fees – Permits: \$100,000

**Expenses**

Salaries:	\$ 13,900
Legal:	\$ 37,000
Consultant Services:	\$ 49,000
Postage:	\$ 100

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Item # 81

June 2, 2016

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: SALLY DEGEORGE, FINANCE DIRECTOR**

**SUBJECT: RESOLUTION FOR VCTC TO CLAIM FISCAL YEAR 2017/2018 TRANSPORTATION DEVELOPMENT ACT (TDA) LOCAL TRANSPORTATION FUNDS (LTF) AND STATE TRANSIT ASSISTANCE (STA) FUNDS**

**RECOMMENDATION:**

- Approve the attached Resolution #2017-06 authorizing VCTC's claim for Fiscal Year 2017/2018 Transportation Development Act (TDA) Local Transportation Funds (LTF) and State Transit Assistance (STA) funds for transit, planning and administrative expenditures.

**DISCUSSION:**

The State Transportation Development Act (TDA) authorizes designated Transportation Planning Agencies (TPA's) such as the VCTC to claim money from the LTF and STA accounts for a variety of specified purposes. These include VCTC planning and programming, administration and passenger rail expenditures as well as funding for transit projects including Metrolink and Bus operations and other related expenditures.

In accordance with State regulations, the attached resolution authorizes staff to claim LTF Article 3 for passenger rail services for Metrolink operations; the LTF authorized amounts for planning and programming and administration; and, the STA money for transit purposes as detailed in the Commission's Fiscal Year 2017/2018 budget.

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## **RESOLUTION # 2017-06**

### **RESOLUTION AUTHORIZING THE FILING OF A CLAIM FOR ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2017/2018**

WHEREAS, the Transportation Development Act (TDA) as amended (Public Utilities Section 99200 et seq) provides for the allocation of funds from the Local Transportation Fund (LTF) and State Transit Assistance (STA) fund for use by eligible claimants for transportation purposes; and,

WHEREAS, pursuant to the provisions of the TDA as amended and pursuant to the applicable rules and regulations hereunder (California Code of Regulations, Title 21, Section 6600 et seq.) a prospective claimant wishing to receive an allocation from the LTF and STA funds shall file an authorizing resolution with its claim(s) with designated Transportation Planning Agency, the Ventura County Transportation Commission; and,

WHEREAS, the Ventura County Transportation Commission is the claimant of LTF and STA funds for Metrolink commuter rail as well as other rail, transit, planning and programming, and administration projects in Ventura County.

NOW, THEREFORE, THE VENTURA COUNTY TRANSPORTATION COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Executive Director is authorized to execute and file the appropriate claim pursuant to applicable rules and regulations, together with all necessary supporting documents, with the Ventura County Transportation Commission for an allocation of LTF and STA funds in Fiscal Year 2017/2018

SECTION 2. The authorized claim shall include LTF Article 3 funds and all necessary STA funds for Fiscal Year 2017/2018 expenditures for Metrolink commuter rail costs, other related local rail and transit costs and Santa Paula Branch Rail Line expenditures.

SECTION 3. The authorized claim shall include the designated amounts for VCTC planning and administrative purposes.

SECTION 4. The Ventura County Transportation Commission finds all of the following pursuant to the California Code of Regulations, Title 21, Section 6754:

- the proposed expenditures are in conformity with the Regional Transportation Plan;
- the level of passenger fares and charges is sufficient to enable the operator (where applicable) to meet the fare revenue requirements;
- the claimant is making full use of federal funds available under Title 49, Chapter 523 of the United States Code;
- the proposed allocations from STA and LTF do not exceed the amount the claimant is eligible to receive during the fiscal year;
- priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance public transportation services, and to meet high priority regional, Countywide, or area-wide public transportation needs;

- the operation(s) where applicable is/are in compliance with the eligibility requirements of Public Utilities Code Section 99314.6;
- the operator(s) where applicable has/have made a reasonable effort to implement any recommended operator productivity improvements;
- the operator(s) where applicable is/are not precluded from employing part-time workers

PASSED AND ADOPTED on this 2<sup>nd</sup> day of June, 2017 by action of VCTC.

\_\_\_\_\_  
BRYAN MACDONALD, CHAIR

APPROVED AS TO FORM:

\_\_\_\_\_  
STEVE MATTAS, GENERAL COUNSEL

ATTEST:

\_\_\_\_\_  
Donna Cole, Clerk of the Board



Item # 8J

June 2, 2017

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: JUDITH JOHNDUFF, PROGRAMMING ANALYST**

**SUBJECT: AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY TO IMPLEMENT PROPOSITION 1B CALIFORNIA TRANSIT SECURITY GRANT PROGRAM FUNDED PROJECTS**

**RECOMMENDATION:**

- Authorize the Executive Director to execute the attached agreements (Attachment A and Attachment B) including any subsequent technical changes, with the Southern California Regional Rail Authority (SCRRA) to implement Proposition 1B funded improvements.

**BACKGROUND:**

At the December 2, 2016 meeting, the Ventura County Transportation Commission (VCTC) authorized the programming of \$1,412,791 of Fiscal Year 14/15, 15/16, and 16/17 California Transit Security Grant Program (CTSGP) funds, plus any interest on the funds which may have accrued, for improvements to bridges and culverts along the Metrolink Rail Line in Ventura County. On April 4, 2017, the VCTC authorized programming \$154,844 plus accrued interest of FY 13/14 CTSGP funds from the Heritage Valley Security Camera /County-wide Digital Communications Network project to provide railroad crossing improvements on the Metrolink Rail Line at Katherine Road in Ventura County. Both of these projects will address urgent needs identified by SCRRA, which if not repaired in the next 18 – 36 months, could necessitate “slow orders” on the system. The California Office of Emergency Services has now approved VCTC’s request for FY 13/14, FY 14/15 and FY 15/16 CTSGP funds. VCTC’s allocation request for FY 16/17 funds for the bridges and culverts project has been preliminarily approved with final approval expected within the next few months.

**DISCUSSION**

Cal OES requires that VCTC be the recipient agency for Metrolink projects. Under the attached agreements, SCRRA will implement the improvements to bridges, culverts and the Katherine Road grade crossing on VCTC’s behalf, and VCTC will reimburse SCRRA using the Proposition 1B funds received from Cal OES for the project. Further, SCRRA will be responsible to comply with the Cal OES grant requirements, including the use of these funds exclusively for the project, the submittal of semi-annual progress reports, and the provision for an audit at the end of the project. The funds will be paid up front to VCTC, but Cal OES requires that SCRRA be paid on a reimbursement basis, so VCTC will be responsible for tracking interest accrual and returning any unused funds to Cal OES.

**RECOMMENDATION**

Staff recommends that the Commission authorize the Executive Director to execute the attached agreements (Attachment A and Attachment B) including any subsequent technical changes, with the Southern California Regional Rail Authority (SCRRA) to implement Proposition 1B funded improvements.

**COOPERATIVE AGREEMENT**

**BETWEEN**

**VENTURA COUNTY TRANSPORTATION COMMISSION**

**AND**

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**

**THIS COOPERATIVE AGREEMENT** (Agreement) is entered into between Ventura County Transportation Commission (VCTC) and the Southern California Regional Rail Authority (SCRRA) regarding the administration of funds from the State of California Office of Emergency Services (Cal OES).

**WHEREAS**, in November 2006, California voters approved the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Proposition 1B), which authorizes the use of state general obligation bonds for transportation infrastructure, including grants for transit system safety, security and disaster response projects;

**WHEREAS**, Senate Bill 88 of the 2007 Statutes appropriates funds from Proposition 1B to the California Transit Security Grant Program (CTSGP), administered by Cal OES;

**WHEREAS**, at its December 2, 2016 meeting, the VCTC authorized the programming of \$1,412,791 of Fiscal Year 14/15, 15/16, and 16/17 CTSGP funds, plus any interest on the funds which may have accrued for improvements to bridges and culverts along the Metrolink Rail Line in Ventura County; and,

**WHEREAS**, VCTC desires that SCRRA implement the Projects on VCTC's behalf using the CTSGP funds.

**NOW, THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:**

**I. FUNDING/PROGRAM MANAGEMENT**

1. Assignments of Participants: VCTC hereby agrees to engage SCRRA and SCRRA hereby agree to carry out the work hereinafter described in connection with the administration of Cal OES funds. The SCRRA will be responsible for assuring that the SCRRA meets all grant requirements placed on Cal OES fund recipients.
2. Scope of Services:
  - a. Grant Administration: VCTC shall be responsible to reserve, apply for, and receive Cal OES funds and to be responsible for reviewing and confirming that VCTC and SCRRA meet all requirements placed on Cal OES fund recipients.
  - b. Project Implementation: SCRRA will undertake the Bridges and Culverts project to the extent that grant funds from VCTC are available pursuant to this Agreement.
3. Duration of Agreement and Authorization to Proceed: The term of this Agreement and work on the Bridges and Culverts Project ("Project") shall commence when VCTC notifies SCRRA that it has received final approval of the Cal OES grant in writing. Work on the Project shall not begin until VCTC notifies SCRRA that it has received the final Cal OES grant approval for that project. The Agreement shall continue until the earlier of the following events: (1) all work on the Project

has been completed, all contracts to construct the Project are closed and VCTC has approved and paid the final invoices, or (2) the Agreement is terminated by either party after thirty (30) days written notice.

4. Amendments to the Agreement: The provisions of this Agreement may be amended upon written acceptance and approval of any such amendment by both VCTC and SCRRA.
5. Method of Payment: VCTC, as the grant applicant, shall receive an advance payment of the funds from Cal OES in accordance with Cal OES's grant procedures. VCTC will transfer the funds to SCRRA within thirty (30) days upon SCRRA's submittal of an invoice to VCTC for work performed as part of the Projects.
6. Costs: SCRRA understands that the grant amount provided under this agreement is the total amount to be provided and under no circumstances will VCTC or SCRRA be responsible for providing funds under this agreement in excess of the grant funds and the interest earned thereon.

## II. CAL OES REQUIREMENTS

SCRRA shall note the following provisions that apply to CTSGP grants and shall take all necessary action to ensure its compliance as though it was the grantee directly.

1. Reports: Semi-annual performance reports shall be prepared and submitted to VCTC no later than April 15<sup>th</sup> and October 15<sup>th</sup> for the duration of the project performance period, or until all activities are completed and the Projects are formally closed. VCTC will then forward the reports to Cal OES in time for the Cal OES end-of-month deadline. Failure to submit performance reports could result in the reduction of Project funds, termination or suspension.

Within five (5) months of the Project becoming operable, SCRRA shall provide to VCTC a report on the final cost of the Project as compared to the approved Project budget, the Project duration as compared to the original Project schedule as of the date of allocation, and performance outcomes derived from the Project compared to those described in the original application for funding.

2. Other Provisions: The SCRRA is subject to all policies and regulations of Cal OES with regard to the Cal OES and all applicable laws regarding California public agency procurements, including but not limited to transportation agency specialized rail equipment procurements.
3. Grant Performance Period: The Project Performance Period for the FY 2014/15 CTSGP funds ends March 31, 2018. The Project Performance Period for the FY 2015/16 funds ends March 31, 2019. And the Project Performance Period for the FY 16/17 CTSGP funds ends March 31, 2020. Any time extensions must be approved by Cal OES.

## III. OTHER PROVISIONS

1. Indemnification: SCRRA shall protect, defend, indemnify, and hold harmless VCTC, its officers, agents, servants, and employees, from any and all liability arising out of, caused by or resulting from, any act or omission of SCRRA or its officers, agents, or employees in its performance pursuant to this Agreement.
  - a. VCTC shall protect, defend, indemnify, and hold harmless SCRRA, its officers, agents, and employees, from any and all liability arising out of, caused by or resulting from, any act or omission of VCTC or its officers, agents, or employees in its performance pursuant to this Agreement.



- b. The obligations of SCRRA and VCTC in these indemnity provisions survive the expiration or earlier termination of this agreement.
2. Insurance: With respect to performance of work under this Cooperative Agreement and any Project Agreement entered into by SCRRA as an element of Project Implementation, SCRRA shall maintain and shall ensure that its contractors maintain insurance as described below:

Workers Compensation Insurance – SCRRA's contractors shall maintain, during the life of the Project, Workers' Compensation Insurance for any contractor or subcontractor employees employed at the sites of the Project. In case any class of employees engaged in work under this Agreement at the site of the Project is not protected under any Workers' Compensation law, SCRRA shall provide or shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. SCRRA hereby agrees to indemnify VCTC for any damage resulting to it from failure of any SCRRA contractor or subcontractor to take out or maintain such insurance.

Public Liability and Property Damage Insurance – SCRRA is self-insured and/or has excess insurance as allowed by law at least up to the limits provided herein. SCRRA and any SCRRA contractor contracting with SCRRA as an element of Project Implementation, if any, shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall insure and name as an additional insured VCTC, its elective and appointive boards, commissions, officers, agents, and employees, and any VCTC contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from SCRRA's or any contractors or subcontractors operations hereunder, or by anyone directly or indirectly employed by any contractor or subcontractor, and the amounts of such insurance shall be as follows:

- (1) Public Liability Insurance. In an amount not less than \$2,000,000 for injuries, including, but not limited to death, to any one person and, subject to the same limit for each person, in an amount not less than \$4,000,000 on account of any one occurrence:
- (2) Property Damage Insurance In an amount of not less than \$1,000,000 for damage to the property of each person on account of any one occurrence.

Deductibles and Self-Insured Retentions – SCRRA shall disclose to and obtain the approval of VCTC for any self-insured retention and/or deductible of all insurance policies required by this Agreement before beginning any of the services or work called for by any term of this Agreement. Further, if any insurance policy required by this Agreement includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

3. Division of Labor Standards Enforcement Monitoring: Per California Assembly Bill 436, this project is subject to monitoring and enforcement by the Department of Industrial Relations Division of Labor Standards Enforcement (DLSE).

SCRRA shall submit payment to the DLSE for monitoring and enforcement services, which are not to exceed ¼ of 1% of state bond proceeds or ¼ of 1% of the total project cost. This payment can be made out of the project funds. SCRRA shall provide notice of this contract to the

DLSE and the Division of Apprenticeship Standards. SCRRA shall report any suspected violations of prevailing wage requirements to the Labor Commissioner and shall cooperate with the Labor Commissioner and the DLSE in any investigation of suspected violations. SCRRA shall withhold contract payments in accordance with any lawful order by the DLSE.

SCRRA shall comply with all prevailing wage and other public works requirements. These include but are not limited to all relevant notice and posting requirements, keeping certified payroll records in accordance with Labor Code Section 1776, and ensuring that subcontractors comply with these requirements. SCRRA shall, on a monthly basis, electronically submit certified payroll records to the Compliance Monitoring Unit of the DLSE. SCRRA shall require subcontractors to submit certified payroll records to the Compliance Monitoring Unit.

**SOUTHERN CALIFORNIA  
REGIONAL RAIL AUTHORITY**

**VENTURA COUNTY TRANSPORTATION  
COMMISSION**

---

Arthur T. Leahy  
Chief Executive Officer

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Darren M. Kettle  
Executive Director

**Approved as to Form:**

**Approved as to Form:**

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Don O. Del Rio  
General Counsel

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Steven T. Mattas  
General Counsel

**COOPERATIVE AGREEMENT**  
**BETWEEN**  
**VENTURA COUNTY TRANSPORTATION COMMISSION**  
**AND**  
**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**

**THIS COOPERATIVE AGREEMENT** (Agreement) is entered into between Ventura County Transportation Commission (VCTC) and the Southern California Regional Rail Authority (SCRRA) regarding the administration of funds from the State of California Office of Emergency Services (Cal OES).

**WHEREAS**, in November 2006, California voters approved the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Proposition 1B), which authorizes the use of state general obligation bonds for transportation infrastructure, including grants for transit system safety, security and disaster response projects;

**WHEREAS**, Senate Bill 88 of the 2007 Statutes appropriates funds from Proposition 1B to the California Transit Security Grant Program (CTSGP), administered by Cal OES;

**WHEREAS**, at its April 4, 2017 meeting, the VCTC authorized the programming of \$154,844 plus accrued interest from the Heritage Valley Security Camera /County-wide Digital Communications Network project to provide grade crossing improvements at Katherine Road in Ventura County on the Metrolink Rail Line in Ventura County; and,

**WHEREAS**, VCTC desires that SCRRA implement the Projects on VCTC's behalf using the CTSGP funds.

**NOW, THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:**

**I. FUNDING/PROGRAM MANAGEMENT**

7. Assignments of Participants: VCTC hereby agrees to engage SCRRA and SCRRA hereby agree to carry out the work hereinafter described in connection with the administration of Cal OES funds. The SCRRA will be responsible for assuring that the SCRRA meets all grant requirements placed on Cal OES fund recipients.
8. Scope of Services:
  - a. Grant Administration: VCTC shall be responsible to reserve, apply for, and receive Cal OES funds and to be responsible for reviewing and confirming that VCTC and SCRRA meet all requirements placed on Cal OES fund recipients.
  - b. Project Implementation: SCRRA will undertake the Katherine Road Crossing Improvements Project ("Project") to the extent that grant funds from VCTC are available pursuant to this Agreement.
9. Duration of Agreement and Authorization to Proceed: The term of this Agreement and work on the Project shall commence when VCTC notifies SCRRA that it has received final approval of the Cal OES grant in writing. Work on the Project shall not begin until VCTC notifies SCRRA that it

has received the final Cal OES grant approval for that project. The Agreement shall continue until the earlier of the following events: (1) all work on the Project has been completed, all contracts to construct the Project are closed and VCTC has approved and paid the final invoices, or (2) the Agreement is terminated by either party after thirty (30) days written notice.

10. Amendments to the Agreement: The provisions of this Agreement may be amended upon written acceptance and approval of any such amendment by both VCTC and SCRRA.
11. Method of Payment: VCTC, as the grant applicant, shall receive an advance payment of the funds from Cal OES in accordance with Cal OES's grant procedures. VCTC will transfer the funds to SCRRA within thirty (30) days upon SCRRA's submittal of an invoice to VCTC for work performed as part of the Projects.
12. Costs: SCRRA understands that the grant amount provided under this agreement is the total amount to be provided and under no circumstances will VCTC or SCRRA be responsible for providing funds under this agreement in excess of the grant funds and the interest earned thereon.

## II. CAL OES REQUIREMENTS

SCRRA shall note the following provisions that apply to CTSGP grants and shall take all necessary action to ensure its compliance as though it was the grantee directly.

4. Reports: Semi-annual performance reports shall be prepared and submitted to VCTC no later than April 15<sup>th</sup> and October 15<sup>th</sup> for the duration of the project performance period, or until all activities are completed and the Projects are formally closed. VCTC will then forward the reports to Cal OES in time for the Cal OES end-of-month deadline. Failure to submit performance reports could result in the reduction of Project funds, termination or suspension.

Within five (5) months of the Project becoming operable, SCRRA shall provide to VCTC a report on the final cost of the Project as compared to the approved Project budget, the Project duration as compared to the original Project schedule as of the date of allocation, and performance outcomes derived from the Project compared to those described in the original application for funding.

5. Other Provisions: The SCRRA is subject to all policies and regulations of Cal OES with regard to the Cal OES and all applicable laws regarding California public agency procurements, including but not limited to transportation agency specialized rail equipment procurements.
6. Grant Performance Period: The Project Performance Period for these CTSGP funds ends March 31, 2018. Any time extensions must be approved by Cal OES.

## III. OTHER PROVISIONS

4. Indemnification: SCRRA shall protect, defend, indemnify, and hold harmless VCTC, its officers, agents, servants, and employees, from any and all liability arising out of, caused by or resulting from, any act or omission of SCRRA or its officers, agents, or employees in its performance pursuant to this Agreement.
  - a. VCTC shall protect, defend, indemnify, and hold harmless SCRRA, its officers, agents, and employees, from any and all liability arising out of, caused by or resulting from, any act or omission of VCTC or its officers, agents, or employees in its performance pursuant to this Agreement.
  - b. The obligations of SCRRA and VCTC in these indemnity provisions survive the expiration or earlier termination of this agreement.

5. Insurance: With respect to performance of work under this Cooperative Agreement and any Project Agreement entered into by SCRRA as an element of Project Implementation, SCRRA shall maintain and shall ensure that its contractors maintain insurance as described below:

Workers Compensation Insurance – SCRRA's contractors shall maintain, during the life of the Project, Workers' Compensation Insurance for any contractor or subcontractor employees employed at the sites of the Project. In case any class of employees engaged in work under this Agreement at the site of the Project is not protected under any Workers' Compensation law, SCRRA shall provide or shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. SCRRA hereby agrees to indemnify VCTC for any damage resulting to it from failure of any SCRRA contractor or subcontractor to take out or maintain such insurance.

Public Liability and Property Damage Insurance – SCRRA is self-insured and/or has excess insurance as allowed by law at least up to the limits provided herein. SCRRA and any SCRRA contractor contracting with SCRRA as an element of Project Implementation, if any, shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall insure and name as an additional insured VCTC, its elective and appointive boards, commissions, officers, agents, and employees, and any VCTC contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from SCRRA's or any contractors or subcontractors operations hereunder, or by anyone directly or indirectly employed by any contractor or subcontractor, and the amounts of such insurance shall be as follows:

(1) Public Liability Insurance. In an amount not less than \$2,000,000 for injuries, including, but not limited to death, to any one person and, subject to the same limit for each person, in an amount not less than \$4,000,000 on account of any one occurrence:

(2) Property Damage Insurance In an amount of not less than \$1,000,000 for damage to the property of each person on account of any one occurrence.

Deductibles and Self-Insured Retentions – SCRRA shall disclose to and obtain the approval of VCTC for any self-insured retention and/or deductible of all insurance policies required by this Agreement before beginning any of the services or work called for by any term of this Agreement. Further, if any insurance policy required by this Agreement includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

6. Division of Labor Standards Enforcement Monitoring: Per California Assembly Bill 436, this project is subject to monitoring and enforcement by the Department of Industrial Relations Division of Labor Standards Enforcement (DLSE).

SCRRA shall submit payment to the DLSE for monitoring and enforcement services, which are not to exceed ¼ of 1% of state bond proceeds or ¼ of 1% of the total project cost. This payment can be made out of the project funds. SCRRA shall provide notice of this contract to the DLSE and the Division of Apprenticeship Standards. SCRRA shall report any suspected violations of prevailing wage requirements to the Labor Commissioner and shall cooperate with

the Labor Commissioner and the DLSE in any investigation of suspected violations. SCRRA shall withhold contract payments in accordance with any lawful order by the DLSE.

SCRRA shall comply with all prevailing wage and other public works requirements. These include but are not limited to all relevant notice and posting requirements, keeping certified payroll records in accordance with Labor Code Section 1776, and ensuring that subcontractors comply with these requirements. SCRRA shall, on a monthly basis, electronically submit certified payroll records to the Compliance Monitoring Unit of the DLSE. SCRRA shall require subcontractors to submit certified payroll records to the Compliance Monitoring Unit.

**SOUTHERN CALIFORNIA  
REGIONAL RAIL AUTHORITY**

**VENTURA COUNTY TRANSPORTATION  
COMMISSION**

---

Arthur T. Leahy  
Chief Executive Officer

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Darren M. Kettle  
Executive Director

**Approved as to Form:**

**Approved as to Form:**

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Don O. Del Rio  
General Counsel

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Steven T. Mattas  
General Counsel



Item # 8K

June 2, 2017

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: STEVE MATTAS, GENERAL COUNSEL**

**SUBJECT: EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT THIRD AMENDMENT**

**RECOMMENDATION:**

- It is recommended that the Ventura County Transportation Commission ("Commission") adopt a resolution approving the Third Amendment to the Executive Director's Employment Agreement.

**BACKGROUND:**

The Commission requested that I prepare an amendment to the Executive Director's employment agreement increasing his compensation by 3% to an annual amount of \$242,774 ("Third Amendment"). The proposed increase is consistent with the increase previously approved for other VCTC staff and effective as of July 1, 2017. The salary increase set forth in the Third Amendment would be effective as of July 1, 2017. The Third Amendment is attached as Exhibit A to the associated resolution.

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**RESOLUTION NO. 2017-08**

**A RESOLUTION OF THE VENTURA COUNTY TRANSPORTATION COMMISSION APPROVING THE  
THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THE EXECUTIVE DIRECTOR**

**WHEREAS**, the Ventura County Transportation Commission ("VCTC") and Darren Kettle entered into an employment agreement ("Agreement") on September 14, 2007, under which Mr. Kettle serves as the Executive Director of VCTC; and

**WHEREAS**, Section 5.1 of the Agreement specifies Mr. Kettle's annual compensation and states that such compensation may be adjusted from time to time in accordance with Section 5.3 of the Agreement, which requires an affirmative vote of a minimum of nine (9) Commissioners to effectuate an increase in the Executive Director's annual salary; and

**WHEREAS**, VCTC desires to increase Mr. Kettle's compensation by three percent (3%) and set his compensation at \$242,774 annually, effective as of July 1, 2017 as memorialized in the Third Amendment to the Agreement, attached hereto and incorporated herein as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

Section 1. The Ventura County Transportation Commission hereby approves the Third Amendment to the Agreement, attached hereto as Exhibit A.

Section 2 The Chairperson of the Ventura County Transportation Commission is hereby authorized to execute the Third Amendment to the Agreement

PASSED AND ADOPTED this 2nd day of June 2017 by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

Exhibit A

Third Amendment to Employment Agreement

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE VENTURA COUNTY  
TRANSPORTATION COMMISSION AND DARREN KETTLE**

THIS THIRD AMENDMENT to the employment agreement ("Agreement") between the Ventura County Transportation Commission ("VCTC") and Darren Kettle is made and entered into this 7<sup>th</sup> day of June, 2017, by and between VCTC and Darren Kettle.

**RECITALS:**

WHEREAS, VCTC and Mr. Kettle (collectively "the Parties") are parties to an employment agreement dated September 14, 2007 ("Agreement"), an amendment to that Agreement dated April 3, 2008 ("First Amendment"), and an additional amendment entered into on October 2, 2015 ("Second Amendment"); and

WHEREAS, Section 5.1 of the Agreement specifies Mr. Kettle's annual compensation and states that such compensation may be adjusted from time-to-time in accordance with Section 5.3 of the Agreement, which requires an affirmative vote of nine (9) Commissioners to effectuate an increase in the Executive Director's annual salary; and

WHEREAS, the Second Amendment provided that Mr. Kettle's annual compensation would be increased to Two Hundred and Thirty-Five Thousand, Seven Hundred and Three Dollars (\$235,703) effective as of June 1, 2016 following completion of his 2016 annual evaluation; and

WHEREAS, VCTC has decided to increase Mr. Kettle's compensation by three percent (3%) and set his annual compensation at Two Hundred and Forty-Two Thousand, Seven Hundred and Seventy-Four Dollars (\$242,774), effective as of July 1, 2017.

NOW, THEREFORE, in consideration of this Third Amendment, the mutual promises, covenants, and stipulations herein contained, the parties hereto agree to amend the Agreement as follows:

**AMENDMENTS**

All sections of the Agreement entered into on September 14, 2007, the First Amendment entered into April 3, 2008 and the Second Amendment entered into October 2, 2015 remain in effect except as amended below.

1. Section 5.1 of the Agreement is hereby amended to read as follows:

5.1 **SALARY :**

5.1 Annual Compensation. Effective as of July 1, 2017, VCTC agrees to compensate Executive Director for his services rendered at an annual salary of Two Hundred and Forty-Two Thousand, Seven Hundred and Seventy-Four Dollars (\$242,774), as may be adjusted, from time-to-time, in accordance with Section 5.3 of the Employment Agreement, or as the Employment Agreement may be amended. Such salary shall be payable in installments at the same time as other Commission employees are paid.

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

**VENTURA COUNTY TRANSPORTATION COMMISSION**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Bryan MacDonald, Chairperson

**EXECUTIVE DIRECTOR**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Darren Kettle, Executive Director

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Steve Mattas, General Counsel

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Item #9

June 2, 2017

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: PETER DE HAAN, PROGRAMMING DIRECTOR**  
**SUBJECT: APPROVE FISCAL YEAR (FY) 2017/18 TRANSIT PROGRAM OF PROJECTS (PUBLIC HEARING)**

**RECOMMENDATION:**

- Approve the attached Program of Projects (POP) for federal transit operating, planning and capital assistance for FY 2017/18.
- Open public hearing and receive testimony.

**BACKGROUND:**

The Federal Transit Administration (FTA) requires that the public be provided an opportunity to review transit projects proposed to be funded with federal dollars. As the designated recipient of federal transit funds, the VCTC is required to hold a public hearing and adopt a POP which lists transit projects to be funded with federal funds in each of the urban areas in Ventura County. VCTC prepares the POP with separate programs for the Oxnard/Ventura, Thousand Oaks/Moorpark, Simi Valley and Camarillo urbanized areas, as defined by the U.S. Census Bureau.

In early summer of each year VCTC approves a draft POP which is used as the basis for a Transportation Improvement Program (TIP) amendment to incorporate the projects into the TIP. The Final POP, scheduled for adoption in September, could incorporate changes based on adopted transit operator budgets, or other updated funding figures. It should be noted that the estimated FY 2017/18 funding is based on the amount authorized in the recently-approved federal legislation Fixing America's Surface Transportation (FAST) Act. Should the adopted FY 2018 Federal budget be lower than assumed, it will be necessary to make changes in the POP.

The attached Program of Projects table shows the recommended projects for each of the urbanized areas. The Cities of Moorpark, Thousand Oaks, Camarillo, and Simi Valley, as well as Gold Coast Transit, were asked to submit projects to use the funds available to them based on the revenues they generate. These projects have been submitted and were then incorporated into the attached POP. At this time the POP does not include Section 5310 funds for Enhanced Mobility of Seniors and Individuals with Disabilities, nor does it include the Section 5307 funds generated through the formula for the Jobs Access & Reverse Commute (JARC) program. Later this year VCTC will do its competitive project

**June 2, 2017**  
**Item #9**  
**Page #2**

selection process for these programs, and then publish a supplemental POP containing the selected Section 5310 and JARC projects.

As in past years, Metrolink funds are pre-programmed in the POP one year in advance of when needed to facilitate cash flow, and the funds shown for Metrolink Preventive Maintenance represent the amount available for a swap to provide a portion of VCTC's operations contribution.

This year, as in the past, the Countywide Planning costs are distributed on a per capita basis. Meanwhile, since the VCTC bus operating statistics are all reported to the Oxnard/Ventura area, the Oxnard/Ventura apportionment includes the funds generated by VCTC-operated services including VCTC Intercity and Valley Express. As in past years, VCTC has shifted funds between Section 5307 and Section 5339 to consolidate the Section 5339 funds under VCTC and Gold Coast. Thus, in the POP a portion of the contributions for Thousand Oaks/Moorpark, Camarillo, and Simi Valley for Countywide Planning show up instead as Section 5339 funds for VCTC. However, the total funds in the POP for VCTC-operated bus service are equal to the amount it generates.

The attached POP was approved by TRANSCOM at its May 11<sup>th</sup> meeting. The POP notice was published in the Ventura County Star on May 23<sup>th</sup>.

Program of Projects			
<p>The Ventura County Transportation Commission (VCTC) will hold a public hearing on the Program of Projects (POP) for the Oxnard, Thousand Oaks, Camarillo and Simi Valley Urbanized Areas (UAs) for projects to be funded with Federal Transit Administration funds in the 2017/18 Fiscal Year (FY 2018). The funds available in FY 2018 are estimated to be \$15,865,000 for the Oxnard UA, \$6,595,000 for the Thousand Oaks UA, \$2,435,000 for the Camarillo UA, and \$2,902,000 for the Simi Valley UA, based on anticipated FY 2018 funds, prior year carry-over funds, and federal discretionary funds. The public hearing will be held at 9:00 a.m. on Friday, June 2, 2017, in the Camarillo City Council Chamber, 601 Carmen Drive, in Camarillo. The POP is available for public inspection at 950 County Square Drive, Suite 207, Ventura CA 93003.</p>			
FY 2017/18 Federal Transit Program of Projects			
	Total Cost	Federal Share	Local Share & Other
<b>OXNARD/VENTURA URBANIZED AREA</b>			
<b>Gold Coast Transit</b>			
<u>Operating Assistance</u>			
Operating Assistance	\$ 2,100,000	\$ 1,050,000	\$ 1,050,000
	\$ 2,100,000	\$ 1,050,000	\$ 1,050,000
<u>Planning Assistance</u>			
Transit Service Administration & Support	\$ 125,000	\$ 100,000	\$ 25,000
Marketing & Passenger Awareness Activities	\$ 125,000	\$ 100,000	\$ 25,000
	\$ 250,000	\$ 200,000	\$ 50,000
<u>Capital Assistance</u>			
Preventive Maintenance	\$ 1,918,515	\$ 1,534,812	\$ 383,703
Operations and Maintenance Facility	\$ 520,208	\$ 416,166	\$ 104,042
Debt Service			
Operations and Maintenance Facility	\$ 854,793	\$ 683,834	\$ 170,959
Debt Service (5339 Funds)			
ADA Paratransit Service	\$ 1,118,514	\$ 894,811	\$ 223,703
	\$ 4,412,029	\$ 3,529,623	\$ 882,406
Total Gold Coast	\$ 6,762,029	\$ 4,779,623	\$ 1,982,406
<b>Ventura County Transportation Commission</b>			
<u>Operating Assistance</u>			
VCTC Intercity Operating Assistance (FY 18/19)	\$ 1,292,800	\$ 1,144,516	\$ 148,284
	\$ 1,292,800	\$ 1,144,516	\$ 148,284
<u>Planning Assistance</u>			
Transit Planning and Programming (FY 18/19)	\$ 471,496	\$ 377,197	\$ 94,299
Regional Transit Information Center (FY 18/19)	\$ 138,750	\$ 111,000	\$ 27,750
Countywide Outreach Activities (FY 18/19)	\$ 500,000	\$ 500,000	\$ -
(CMAQ Funds)			
Fare Collection/Passenger Counting Data	\$ 131,250	\$ 105,000	\$ 26,250
Management (FY 18/19)			
Elderly/Disabled Planning/Evaluation (FY 18/19)	\$ 255,000	\$ 204,000	\$ 51,000
Bus Service Planning (FY 18/19)	\$ 220,000	\$ 176,000	\$ 44,000
	\$ 1,716,496	\$ 1,473,197	\$ 243,299
<u>Capital Assistance</u>			
Automatic Vehicle Locator System (FY 18/19)	\$ 131,250	\$ 105,000	\$ 26,250
Metrolink Preventive Maintenance (FY 18/19)	\$ 1,794,920	\$ 1,794,920	\$ -
Metrolink Capital Rehab (FY 18/19)(Sec 5337)	\$ 2,000,000	\$ 2,000,000	\$ -
Metrolink Prev Maintenance (FY 18/19)(Sec 5337)	\$ 2,904,591	\$ 2,904,591	\$ -
	\$ 6,830,761	\$ 6,804,511	\$ 26,250
Total VCTC	\$ 9,840,057	\$ 9,422,224	\$ 417,833
<b>Valley Express</b>			
<u>Operating Assistance</u>			
Operating Assistance (FY 18/19)	\$ 1,248,508	\$ 624,254	\$ 624,254
Total Valley Express	\$ 1,248,508	\$ 624,254	\$ 624,254
<b>TOTAL</b>	<b>\$ 17,850,594</b>	<b>\$ 14,826,101</b>	<b>\$ 3,024,493</b>

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

Transit Planning and Programming (FY 18/19)	\$ 323,548	\$ 258,838	\$ 64,710
	\$ 323,548	\$ 258,838	\$ 64,710

Capital Assistance

VCTC Svcs - Cap Leases (FY18/19)	\$ 247,109	\$ 247,109	\$ -
VCTC Svcs - Cap Leases (FY18/19) (Sec 5339)	\$ 218,872	\$ 218,872	\$ -
Metrolink Preventive Maintenance (FY 18/19)	\$ 740,333	\$ 740,333	\$ -
Metrolink Capital Rehab (FY 18/19)(Sec 5337)	\$ 1,500,000	\$ 1,500,000	\$ -
Metrolink Prev Maintenance (FY 18/19)(Sec 5337)	\$ 1,844,178	\$ 1,844,178	\$ -
Automatic Vehicle Locator System (FY 18/19)	\$ 118,750	\$ 95,000	\$ 23,750
	<u>\$ 4,669,242</u>	<u>\$ 4,645,492</u>	<u>\$ 23,750</u>
Total VCTC	\$ 4,992,790	\$ 4,904,330	\$ 88,460

**City of Thousand Oaks**Operating Assistance

Beach Bus	\$ 100,000	\$ 50,000	\$ 50,000
	\$ 100,000	\$ 50,000	\$ 50,000

Planning Assistance

Transit Outreach & Education	\$ 62,500	\$ 50,000	\$ 12,500
Transit Planning and Technical Support	\$ 62,500	\$ 50,000	\$ 12,500
	\$ 125,000	\$ 100,000	\$ 25,000

Capital Assistance

Transit Vehicle Maintenance	\$ 437,500	\$ 350,000	\$ 87,500
Transit Facilities / Bus Stops Maintenance	\$ 250,000	\$ 200,000	\$ 50,000
Transit Vehicle Capital Lease	\$ 187,500	\$ 150,000	\$ 37,500
Bus Stop Enhancements	\$ 62,500	\$ 50,000	\$ 12,500
Bus System Technology Upgrades	\$ 187,500	\$ 150,000	\$ 37,500
Bus Wash	\$ 93,725	\$ 74,980	\$ 18,745
Inter-City ADA	\$ 62,500	\$ 50,000	\$ 12,500
	<u>\$ 1,281,225</u>	<u>\$ 1,024,980</u>	<u>\$ 256,245</u>
Total Thousand Oaks	\$ 1,506,225	\$ 1,174,980	\$ 331,245

**City of Moorpark**Operating Assistance

Fixed Route/Paratransit Operating Assistance	\$ 235,650	\$ 117,825	\$ 117,825
	\$ 235,650	\$ 117,825	\$ 117,825

Capital Assistance

Fixed Route Vehicle Capital Maintenance	\$ 160,000	\$ 128,000	\$ 32,000
Dial-a-Ride Capital Leases / Cap Maint	\$ 100,000	\$ 80,000	\$ 20,000
	<u>\$ 260,000</u>	<u>\$ 208,000</u>	<u>\$ 52,000</u>
Total Moorpark	\$ 495,650	\$ 325,825	\$ 169,825

TOTAL	\$ 6,994,665	\$ 6,405,135	\$ 589,530
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**CAMARILLO URBANIZED AREA****Ventura County Transportation Commission**Planning Assistance

Transit Planning and Programming (FY 18/19)	\$ 99,206	\$ 79,365	\$ 19,841
	\$ 99,206	\$ 79,365	\$ 19,841

Capital Assistance

VCTC Svcs - Cap Leases (FY18/19) (Sec 5339)	\$ 104,529	\$ 104,529	\$ -
	<u>\$ 104,529</u>	<u>\$ 104,529</u>	<u>\$ -</u>
Total VCTC	\$ 203,735	\$ 183,894	\$ 19,841

**City of Camarillo**Planning Assistance

Transit Planning	\$ 95,000	\$ 76,000	\$ 19,000
	\$ 95,000	\$ 76,000	\$ 19,000

Operating Assistance

Camarillo Area Transit Operating Assistance	\$ 1,027,000	\$ 513,500	\$ 513,500
	\$ 1,027,000	\$ 513,500	\$ 513,500

Capital Assistance

One Replacement Paratransit Vehicle	\$ 60,000	\$ 48,000	\$ 12,000
One Replacement Bus	\$ 90,000	\$ 72,000	\$ 18,000
Two Expansion Paratransit Vehicles	\$ 135,000	\$ 108,000	\$ 27,000
ADA Service	\$ 170,000	\$ 136,000	\$ 34,000
Camarillo Rail Station / Bus - Capital Maintenance	\$ 750,000	\$ 600,000	\$ 150,000
	<u>\$ 1,205,000</u>	<u>\$ 964,000</u>	<u>\$ 241,000</u>
Total Camarillo	\$ 2,327,000	\$ 1,553,500	\$ 773,500

TOTAL	\$ 2,530,735	\$ 1,737,394	\$ 793,341
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**SIMI VALLEY URBANIZED AREA****Ventura County Transportation Commission**Planning Assistance

Transit Planning and Programming (FY 18/19)	\$ 44,500	\$ 35,600	\$ 8,900
	\$ 44,500	\$ 35,600	\$ 8,900

Capital Assistance

VCTC Svcs - Cap Leases (FY18/19) (Sec 5339)	\$ 206,013	\$ 206,013	\$ -
	\$ 206,013	\$ 206,013	\$ -
Total VCTC	\$ 250,513	\$ 241,613	\$ 8,900

**City of Simi Valley**Operating Assistance

Simi Valley Transit Operating Assistance	\$ 4,301,560	\$ 2,150,780	\$ 2,150,780
	\$ 4,301,560	\$ 2,150,780	\$ 2,150,780

Capital Assistance

Preventive Maintenance	\$ 255,600	\$ 204,480	\$ 51,120
Non Fixed-Route ADA Paratransit Capital	\$ 337,064	\$ 269,651	\$ 67,413
Dispatch Software	\$ 45,000	\$ 36,000	\$ 9,000
	\$ 637,664	\$ 510,131	\$ 127,533

Total Simi Valley	\$ 4,939,224	\$ 2,660,911	\$ 2,278,313
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TOTAL	\$ 5,189,737	\$ 2,902,524	\$ 2,287,213
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Item #10

June 2, 2017

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: SALLY DEGEORGE, FINANCE DIRECTOR**

**SUBJECT: TRANSPORTATION DEVELOPMENT ACT (TDA),  
LOCAL TRANSPORTATION FUND (LTF),  
APPORTIONMENT FOR FISCAL YEAR 2017/2018**

**RECOMMENDATION:**

- Approve the Local Transportation Fund Apportionment for Fiscal Year 2017/2018 apportioning \$34.1 million as shown in Attachment 1.

**BACKGROUND:**

Each year the Ventura County Transportation Commission (Commission or VCTC) is responsible for apportioning the quarter cent statewide sales tax funds that accrue to Ventura County under the State Transportation Development Act (TDA) Local Transportation Fund (LTF). Current eligible uses of LTF revenues include funds for Commission administration (amount determined by the Commission), County administration fees, Commission planning activities (capped at 2% of revenues), bicycle and pedestrian projects (capped at 2% after administrative and planning costs are deducted), rail passenger service operations/capital improvements with the remainder going to fund transit and if all transit needs are met, to street and road projects in cities under 100,000 if eligible. Staff works with the County Auditor-Controller to determine the estimated fund balance for the upcoming fiscal year and the projected sales tax revenue. These funds are then apportioned by population and allocated throughout the fiscal year as receipts are received.

In recognition of the volatility of sales tax revenue, in 2011, the Commission adopted a policy to maintain a reserve of roughly 10% of funds to be apportioned for Articles 4 (public transportation) and 8 (other allocations, currently transit and local streets and roads). Should LTF revenues received be lower than estimated, VCTC would be able to draw from the reserves to keep local jurisdictions whole for the fiscal year to smooth out sales tax fluctuations.

In order to operate Commuter Rail (Metrolink) services, VCTC has historically "swapped" its federal funds with Los Angeles County Metropolitan Transportation Authority's local transportation sales tax funds. Although this practice had worked in the past, this "swapping" of funds was unsustainable. In 2013, as the economy continued to recover and the LTF receipts rebounded, the Commission saw an opportunity to become more self-reliant in meeting its Metrolink operations costs obligations. The Commission decided that each time there was an increase in estimated LTF revenues, the increase would be split one-third to Commuter Rail and two-thirds to bus transit.

**DISCUSSION:**

Each year the Ventura County Auditor-Controller provides a Local Transportation Fund estimate to VCTC for the upcoming fiscal year and notifies VCTC if the previous projection for the current Fiscal Year needs revision (either up or down). The County is projecting that the current Fiscal Year should be lowered by \$200,000 to \$34.3 million and then estimates that Fiscal Year 2017/2018 Local Transportation Fund sales tax receipts will remain flat at \$34.3 million (see Attachment 2). It is estimated that the beginning fund balance will be \$200,000 higher than the Fiscal Year 2016/2017 beginning fund balance largely due to Fiscal Year 2015/2016 revenues being higher than projected. The contingency is sufficient to absorb the revised revenues and no adjustment to the Fiscal Year 2016/2017 LTF apportionment is planned at this time.

After accounting for the estimated \$2.7 million beginning fund balance, \$34.3 million projected tax receipts and \$2.9 million reserve, it is estimated that there will be \$34.1 million to apportion in Fiscal Year 2017/2018. This amount is the same as the previous year largely due to a higher beginning fund balance. The Fiscal Year 2017/2018 apportionment (see Attachment 1) includes the following:

- \$4,506,731 Article 3 funds for Commission activities including:
  - \$2,864,233 for Metrolink commuter rail purposes.
  - \$682,000 (or 2%) for planning activities which include Regional Transportation Planning, Regional Transit Planning, Transportation Improvement Program and Monitoring,
  - \$960,498 for administration of Commission activities including Senior and Disabled Transportation Services, Fare Collection and APC Systems, Transit Stop Enhancements, Grant Administration, Regional Transit Information Center, TDA Administration, Transportation Improvement Program, rail programs as well as supporting the Commission's office administration and management.
- \$13,500 Article 3 funds for the County Auditor-Controller's administrative costs.
- \$648,880 Article 3 funds for Bicycle and Pedestrian projects.
- \$28,930,889 for apportionment to local jurisdictions as allowed by TDA. This is a reduction of approximately \$195,000 from the previous fiscal year due to a reduction in estimated LTF receipts. The Commission apportions these funds based on the California Department of Finance population estimates that were issued in May 2017.

**ATTACHMENT 1**  
**VENTURA COUNTY TRANSPORTATION COMMISSION**  
**TDA LOCAL TRANSPORTATION FUND APPORTIONMENT FOR FISCAL YEAR 2017/2018**

			<b>FINAL FY 2017/2018</b>	<b>FINAL FY 2016/2017</b>	<b>Change vs. FY 2016/2017</b>	<b>DRAFT FY 2017/2018</b>	<b>Change vs. Draft FY 2017/2018</b>
Estimated Unapportioned Cash Balance			2,700,000	2,500,000	200,000	2,700,000	0
Contingency Reserve			-2,900,000	-2,900,000	0	-2,900,000	0
Estimated Annual LTF Receipts			34,300,000	34,500,000	-200,000	34,300,000	0
Total Funds Available			34,100,000	34,100,000	0	34,100,000	0
Auditor's Administration			13,500	13,500	0	13,500	0
VCTC Administration			960,498	761,480	199,018	1,000,000	39,502
VCTC Planning and Programming			682,000	682,000	0	682,000	0
Subtotal			32,444,002	32,643,020	-199,018	32,404,500	39,502
Article 3 Pedestrian and Bicycle Facilities			648,880	652,860	-3,980	648,090	790
Subtotal			31,795,122	31,990,160	-195,038	31,756,410	38,712
Article 3 Rail Passenger Service Operations/Capital			2,864,233	2,864,233	0	2,864,233	0
Total to be Apportioned			28,930,889	29,125,927	-195,038	28,892,177	38,712
<b>Article 4 and Article 8 by Agency</b>	<b>Population</b>	<b>Pop %</b>	<b>FINAL FY 2017/2018</b>	<b>FINAL FY 2016/2017</b>	<b>Change vs. FY 2016/2017</b>	<b>DRAFT FY 2017/2018</b>	<b>Change vs. Draft FY 2017/2018</b>
Camarillo	69,623	8.12%	2,349,298	2,377,796	-28,498	2,358,713	-9,415
Fillmore	15,683	1.83%	529,194	528,070	1,124	523,832	5,361
Moorpark	36,828	4.30%	1,242,692	1,248,510	-5,818	1,238,490	4,202
Santa Paula	30,654	3.58%	1,034,362	1,045,735	-11,373	1,037,343	-2,981
Simi Valley	127,309	14.85%	4,295,804	4,324,369	-28,565	4,289,664	6,140
Thousand Oaks	131,457	15.33%	4,435,771	4,501,130	-65,359	4,465,006	-29,235
<b>Gold Coast Transit District:</b>							
Ojai	7,553	0.88%	254,862	254,259	603	252,217	2,645
Oxnard	207,772	24.23%	7,010,878	7,039,023	-28,145	6,982,531	28,347
Port Hueneme	22,808	2.66%	769,613	771,991	-2,378	765,796	3,818
San Buenaventura	109,275	12.75%	3,687,281	3,691,528	-4,247	3,661,902	25,379
Ventura County - Unincorporated	98,424	11.48%	3,321,134	3,343,516	-22,382	3,316,683	4,451
Total	857,386	100.00%	28,930,889	29,125,927	-195,037	28,892,177	38,713

## ATTACHMENT 2

JEFFERY S. BURGH  
AUDITOR-CONTROLLER

COUNTY OF VENTURA  
800 SOUTH VICTORIA AVE.  
VENTURA, CA 93009-1540



ASSISTANT  
AUDITOR-CONTROLLER  
JOANNE McDONALD

CHIEF DEPUTIES  
VALERIE BARRAZA  
BARBARA BEATTY  
JILL WARD  
MICHELLE YAMAGUCHI

January 12, 2017

Mr. Darren Kettle, Executive Director  
Ventura County Transportation Commission  
950 County Square Drive  
Ventura, CA 93003

SUBJECT: LOCAL TRANSPORTATION FUND FY 2017-18 ESTIMATES AND FY 2016-17 REVISED ESTIMATES

Dear Mr. Kettle:

The Auditor-Controller's conservative estimate of the Local Transportation Fund (LTF) revenues for fiscal year 2017-18 is \$34.3 million. Based on current year projected growth of 0.52 percent, the estimate could be up to \$34.5 million. As you are aware, projections are very uncertain given the current economic climate. It may be prudent to budget a contingency account to be allocated midyear if projections remain strong.

For FY 2016-17 we had projected \$34.5 million. This estimate is currently revised to \$34.3 million. In addition, based on the allocation schedule provided by your office, we estimate that approximately \$25,017 in interest will be earned by the fund during fiscal year 2016-17 and be available for allocation in the subsequent fiscal year.

Based on revised revenue estimates of \$34.3 million, budgeted allocations of \$34.1 million and interest of \$25,017 we project a LTF fund balance at June 30, 2017, of approximately \$2,748,863 (see Attachment I).

The Auditor-Controller's estimated LTF administrative costs for fiscal year 2017-18 are \$13,500.

We will continue to monitor growth trends and will notify you in the event of a significant change in projected revenues.

If you have any questions, please contact Jill Ward at (805) 654-3153.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Burgh", written over a horizontal line.

JEFFERY S. BURGH  
Auditor-Controller

Enclosure

## ATTACHMENT 1

COUNTY OF VENTURA  
AUDITOR-CONTROLLER  
LOCAL TRANSPORTATION FUND  
PROJECTED ACTIVITY AND FUND BALANCE  
AS OF JUNE 30, 2017

Audited Fund Balance as of June 30, 2016	\$	2,500,684	
Reversal of FY16 Fair Value adjustment		<u>(3,860)</u>	
<b>Subtotal:</b>			<b>2,496,824</b>
<b>ADD:</b>			
FY 16-17 Actual LTF Receipts as of December 31, 2016	\$	17,374,300	
Projected LTF receipts for remainder of FY 16-17		<u>16,952,722</u>	
<b>Subtotal: (A)</b>			<b>34,327,022</b>
FY 16-17 interest earnings apportioned as of December 31, 2016	\$	6,619	
Projected interest earnings for the remainder of FY 16-17		<u>18,398</u>	
Total Interest (B)			<u>25,017</u>
<b>Funding Available</b>	\$		<b>36,848,863</b>
<b>LESS:</b>			
FY 16-17 allocations as of December 31, 2016	\$	15,728,768	
Projected allocations for the remainder of FY 16-17(C)		<u>18,371,232</u>	
<b>Subtotal:</b>			<b>34,100,000</b>
<b>Projected Fund Balance as of June 30, 2017</b>	<b>\$</b>		<b><u>2,748,863</u></b>

(A) FY 16-17 projected LTF receipts are based on FY16-17 actual receipts through December, 2016.

(B) Based on actual first quarter earnings and projected second, third, and fourth quarter earnings.

(C) Based on VCTC FY 16-17 Transportation Development Act (TDA) allocations adopted on June 3, 2016.

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Item #11

JUNE 2, 2017

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

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

**SUBJECT: FISCAL YEAR 2017/2018 BUDGET – PUBLIC HEARING**

**RECOMMENDATION:**

- Conduct Public Hearing to receive testimony on the Fiscal Year 2017/2018 Budget.
- Approve a three percent cost-of-living-adjustment effective July 1, 2017.
- Adopt the Fiscal Year 2017/2018 salary schedule (Attachment 1 of this item and Attachment C in the Fiscal Year 2017/2018 Budget) effective July 1, 2017.
- Adopt, by resolution 2017-07, the proposed Fiscal Year 2017/2018 Budget.

**DISCUSSION**

The proposed Fiscal Year 2017/2018 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 transparency and clarity of VCTC's programs and services to the region.

The Budget is in many ways a "continuation" budget for the majority of VCTC programs and projects. At \$64,563,024, the Fiscal Year 2017/2018 Budget is \$2,007,582 or -3.0% lower than Fiscal Year 2016/2017. This budget, while balanced, invests little in the future due to funding limitations. The proposed budget contains six programs consisting of the Transit and Transportation program at \$20,506,150, the Highway program at \$1,569,200, the Rail program at \$4,467,700, the Commuter Assistance program at \$682,400, the Planning and Programming program at \$32,339,373 and the General Government program at \$4,998,201. The Fiscal Year 2017/2018 Budget is a balanced budget with an estimated ending fund balance of \$8,489,615.

Personnel costs for Fiscal Year 2017/2018 are budgeted at \$3,011,400 or 4.7% of the budget, which is an increase of \$44,500 from the previous fiscal year. The changes to the payroll costs include: the restructuring of the Highway Capital Manger position to a contract with Caltrans; one vacant position that is budgeted at a fully burdened rate; a merit pool increase of \$36,500 for employees not at the top of their range; and a three percent cost-of-living (COLA) increase of \$57,000 that is reflected in the adjusted upper range of the Fiscal Year 2017/2018 Salary Schedule (Attachment 1). Further information about personnel can be found within the Personnel Section of the budget.

Below are some of the additional changes to the Final Fiscal Year 2017/2018 Budget as compared to the Draft Fiscal Year 2017/2018 Budget. Additional details of these major changes, as well as smaller changes to all budgets, can be found within the individual budget tasks. The major changes are:

- All budgets include salary costs adjustments for the three percent COLA.
- The Transit Grant Administration budget increased by \$3,641,100 largely due to new pass-through projects.
- The Transit Stop Enhancement budget decreased by \$204,550 largely due to professional services (extension of the Nextbus contract approved in May) no longer carried-over into the new fiscal year.
- The Highway Project Management budget includes two changes from the Draft Budget: an increase of staff time and a change to the contract position from the County to Caltrans for an increase of \$16,300.
- The Metrolink budget decreased by \$341,700 largely due to the availability of additional federal funds that will flow directly to SCRRA and thus require less local funds that flow through VCTC's budget.
- The Transportation Development Act budget increased by \$356,659 largely due to additional pass-through funding available to local agencies.
- The Transportation Programming budgeted increased by \$21,700 largely due to additional consultant work for grant applications and project development due to SB1.

The major changes that were presented with the Draft Budget from the previous fiscal year were:

- The Fare Collection and APC Systems budget decreased by \$251,700 as most of the equipment needs were purchased in Fiscal Year 2016/2017 and lower professional services costs are anticipated.
- The Transit Grant Administration budget decreased by \$3,096,400 as pass-through projects were completed, but it is expected to increase with the final budget when new pass-through funds to local agencies are included.
- The Transit Stop Enhancement budget increased by \$1,523,625 due to costs associated with the procurement of a new system.
- The Valley Express budget decreased by \$159,500 due to the completion of the purchase of the on-board video and farebox equipment.
- The VCTC Intercity Service budget decreased \$1,265,842 due to the completion of the purchase of the buses, on-board video equipment and fareboxes offset by the addition of the VCTC Intercity Marketing costs that was previously in the Community Outreach and Education budget.
- The Highway Project Management budget decreased by \$65,100 due to the Highway Capital Project Manager position being restructured to a contract position with the County of Ventura (changed to Caltrans with the final budget).
- The Metrolink Commuter Rail budget decreased by \$732,570 largely due to the completion of a one-time project in last year's budget offset by a placeholder of an eight percent increase to operational costs.
- The Santa Paula Branch Line budget increased by \$33,000 largely due to increased staffing needs and associated costs.
- The Rideshare Program budget increased by \$137,800 due to the addition of the rideshare marketing costs that were previously included in the Community Outreach and Education budget.
- The Regional Transit Planning budget decreased by \$117,100 largely due to the completion of the Coordinated Human Services Transportation Plan and the TDA Triennial Performance Audit offset by the new Short Range Transit Plan update and the Transit Asset Management Plan continued from the previous fiscal year.

- The Regional Transportation Planning budget decreased by \$281,700 largely due to the completion of the Regional Bicycle Wayfinding project and the Traffic Modeling Study.
- The Transportation Development Act budget decreased \$621,904 due to reduced pass-through funds to local agencies.
- The Community Outreach budget decreased by \$300,300 due to marketing and outreach cost associated with VCTC Intercity Services and Rideshare Programs being transferred to those respective budgets tasks which increased by similar amounts.
- The Management and Administration budget increased by \$39,500 largely due to increased staffing costs.
- The State and Federal Governmental Relations budget increased by \$19,800 largely due to increased staffing costs.
- The VCTC Office Building budget increased by \$645,000 for additional construction, moving and relocation expenses and furniture and fixture costs. This increase was offset by \$250,000 local contribution from the City of Camarillo.

As required by the VCTC Administrative Code, the proposed Draft Fiscal Year 2017/2018 budget was reviewed by the VCTC Finance Committee on March 22, 2017 in advance of being presented to the full Commission which included a public hearing at the meeting on April 7, 2017. The Finance Committee, consisting of Chairman MacDonald, Vice-Chair Parks, and Past Chair Foy, met on May 24, 2017. The Finance Committee recommended forwarding the proposed Fiscal Year 2017/2018 Budget to the full Commission as presented for review. As required by the Administrative Code, a public hearing will be held at the June meeting.

The proposed Fiscal Year 2017/2018 Budget is a separate attachment to the agenda. After the Fiscal Year 2017/2018 budget is approved by the Commission, the budget will be printed and copies made available to the public as well as on the VCTC website, [www.goventura.org](http://www.goventura.org).

**RESOLUTION NO. 2017-07  
A RESOLUTION OF THE  
VENTURA COUNTY TRANSPORTATION COMMISSION,  
THE VENTURA COUNTY AIRPORT LAND USE COMMISSION,  
VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES  
VENTURA COUNTY CONSOLIDATED TRANSPORTATION SERVICE AGENCY  
VENTURA COUNTY CONGESTION MANAGEMENT AGENCY AND THE  
ADOPTING THE FISCAL YEAR 2017/2018 BUDGET**

The VENTURA COUNTY TRANSPORTATION COMMISSION, the VENTURA COUNTY AIRPORT LAND USE COMMISSION, the VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES, VENTURA COUNTY CONSOLIDATED TRANSPORTATION SERVICE AGENCY and the VENTURA INTERCITY SERVICE TRANSIT AUTHORITY, (hereinafter collectively referred to as "VCTC" or the "Commission") hereby finds and determines:

WHEREAS, the VCTC budget for Fiscal Year 2017/2018 has been presented to the Commission who has conferred with the Executive Director and appropriate staff in public meetings, and has deliberated and considered the proposed budget; and

WHEREAS, the budget was made available to the public and a public hearing was held by VCTC prior to this adoption as required by section 12, subsection f, of the VCTC Administrative Code;

NOW, THEREFORE, the Commission hereby resolves as follows:

Section 1. The Commission hereby approves the Fiscal Year 2017/2018 Budget and authorizes expenditures of \$64,563,024. Included in the budget adoption is the approval for all identified estimated revenues, expenditures and transfers between funds as well as the schedule of salary ranges for the fiscal year.

Section 2. The Executive Director and/or his designee is authorized to make payments as herein above set forth commencing on/or after July 1, 2017 in the manner and to the extent authorized by the VCTC Administrative Code.

Section 3. The Chair of VCTC is hereby authorized to execute this Resolution on behalf of VCTC and the Clerk of the Commission is hereby authorized to attest to the signature of the Chair and to certify the adoption of this resolution.

Section 4. This Resolution shall take effect immediately upon its adoption.

Adopted this 2<sup>nd</sup> day of June 2017.

\_\_\_\_\_  
Bryan MacDonald, Chair

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Donna Cole, Clerk of the Commission

\_\_\_\_\_  
Steven T. Mattas, General Counsel

**Attachment 1**  
**Ventura County Transportation Commission**  
**Salary Schedule**  
**Fiscal Year 2017/2018**

Department/Position	FTE	Annual Range Bottom	Annual Range Top	Exempt vs. Non-Exempt
<b>TRANSIT AND TRANSPORTATION</b>				
Transit Director	1.0	109,108	144,313	E
Program Manager, Regional Transit Planning	1.0	70,132	107,191	E
Program Manager, Transit Contracts	1.0	70,132	107,191	E
Transit Planner	1.0	50,100	86,463	NE
Transit Specialist	1.0	43,827	61,995	NE
Lead Customer Service Representative	1.0	43,827	61,995	NE
Customer Service Representative	2.0	24,960	39,347	NE
Administrative Assistant	0.6	43,827	61,995	NE
<b>Transit and Transportation Subtotal:</b>	<b>8.6</b>			
<b>PLANNING AND TECHNOLOGY</b>				
Planning and Technology Director	1.0	109,108	144,313	E
Information Technology Systems Analyst	1.0	70,132	107,191	E
Program Manager, TDM	1.0	70,132	107,191	E
Program Analyst	1.0	50,100	86,463	NE
<b>Planning and Technology Subtotal:</b>	<b>4.0</b>			
<b>PROGRAMMING</b>				
Programming Director	1.0	109,108	144,313	E
Program Analyst	1.0	50,100	86,463	NE
Administrative Assistant	0.4	43,827	61,995	NE
<b>Programming Subtotal:</b>	<b>2.4</b>			
<b>FINANCE</b>				
Finance Director	1.0	109,108	144,313	E
Senior Accountant / Analyst	1.0	50,100	86,463	NE
Accounting Technician	1.0	43,827	61,995	NE
<b>Finance Subtotal:</b>	<b>3.0</b>			
<b>ADMINISTRATION</b>				
Executive Director	1.0	0	242,774	E
Clerk of the Board/Public Information Officer	1.0	70,132	107,191	E
Receptionist/Secretary	1.0	43,827	61,995	NE
<b>Administration Subtotal:</b>	<b>3.0</b>			
<b>Total Budgeted Positions</b>	<b>21.0</b>			
<b>APPROVED POSITIONS NOT BUDGETED</b>				
Intern	1.0	24,960	39,347	NE
Analyst	1.0	50,100	86,463	NE
Program Manager, Highway Capital	1.0	70,132	107,191	E
<b>Effective July 1, 2017</b>				

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**Item # 12**

**June 2, 2017**

**MEMO TO: VENTURA COUNTY AIRPORT LAND USE COMMISSION**  
**FROM: STEVE DEGEORGE, PLANNING & TECHNOLOGY DIRECTOR**  
**SUBJECT: OXNARD SENIOR CENTER**

**RECOMMENDATION:**

- The Ventura County Airport Land Use Commission (ALUC) find that the proposed Oxnard Senior Center located at 2500 West 5<sup>th</sup> Street is not consistent with the adopted Airport Comprehensive land Use Plan.
- The Ventura County Airport Land Use Commission (ALUC) authorize the Executive Director to transmit the ALUC's findings to the City of Oxnard.

**BACKGROUND:**

The Ventura County Transportation Commission (VCTC) serves as Airport Land Use Commission (ALUC) and is responsible for the preparation and monitoring of an Airport Comprehensive Land Use Plan (ACLUP) which identifies appropriate land uses around airports.

The ACLUP's goal is to ensure the safety of communities surrounding airports as well as ensuring the long term viability of airports. Guidance for the policies contained in the ACLUP and for the consistency reviews is derived from the State of California, Department of Transportation Division of Aeronautics.

Reviews of proposed projects or land use changes under the ACLUP do not reflect on the quality or need for any proposed project or change, only the consistency with the adopted ACLUP.

**DISCUSSION**

The City of Oxnard has filed an application for an ACLUP Consistency Review for a proposed Senior Center located at 2500 West 5<sup>th</sup> Street, Oxnard, approximately 1,300 feet south of the runway of Oxnard Airport. Although the plans for this proposed senior center have not been finalized at this time, City of Oxnard staff has indicated that the structure will be approximately 14,500 square feet, with a maximum building height of 25 feet, and maximum lot coverage of 12.9%. The proposed Senior Center will operate similarly to other senior centers in the City with an average of 50 – 150 visits a day, approximate hours of operation from 9:00 AM to 4:00 PM, and provide a variety of nutritional, wellness and social programs



The proposed Senior Center falls within the Traffic Pattern Zone (TPZ) for Oxnard Airport see Figure 1 below. The TPZ is a safety zone which represents the pattern or movement of air traffic around the airport in preparation for arrival and after departure. It is the greater intensity of air traffic and turning movements that make this area more prone to aircraft incidents and designated a safety zone.

In addition to the fixed wing air traffic at Oxnard Airport, there is an active heliport and daily helicopter traffic. The proposed project lies directly under the helicopter flight path for Oxnard Airport, see Figure 2 below.

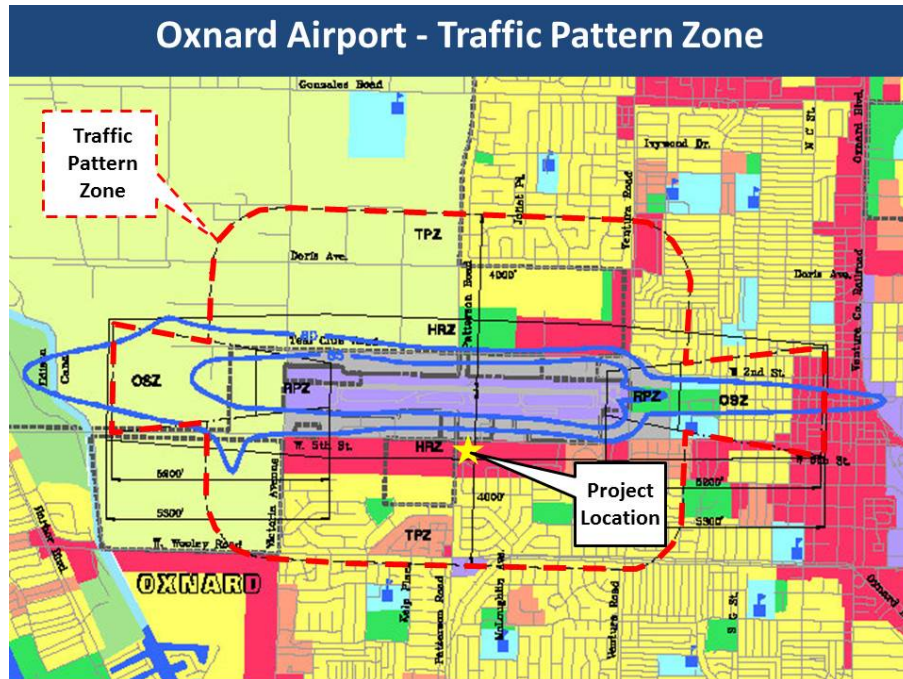


Figure 2



Figure 1



While the TPZ is a safety zone, a variety of land uses are permitted but conditioned in terms of types and lot coverage to limit the severity of any incident which may occur, as shown in Table 6B below. Land uses that promote group gatherings or have vulnerable populations are unacceptable and deemed inconsistent with the ACLUP. The Oxnard Senior Center would fall under Public/Institutional Land Uses and is most analogous with the auditorium category. In accordance with Table 6B of the adopted ACLUP the Oxnard Senior Center is an unacceptable use within the TPZ and therefore inconsistent with the ACLUP. It is important to note, that should the Commission find the Oxnard Senior Center inconsistent with the ACLUP, the City of Oxnard may override the ALUC's finding with a two-thirds vote of its Council.

In addition to the proposed Senior Center there are existing and proposed land uses within the TPZ for Oxnard Airport that increase the potential severity of an aircraft incident. As shown in Figure 2, immediately to the west of the proposed Senior Center is Soria K-8 School with approximate 1000 students, immediately to the east is the Oxnard Boys and Girls Club, and directly north is the proposed location of a new elementary and middle school with an estimated population of 1,900 students.

TABLE 6B Adopted Land Use Compatibility Standards in Safety Zones for Civilian Airports				
Land Use	Runway Protection Zone	Outer Safety Zone	Traffic Pattern Zone	Extended Traffic Pattern Zone
<b>Residential</b>				
Single Family	U	U	C [a, e]	A [e]
Multi-Family	U	U	C [a, e]	A [e]
Mobile Home Parks	U	U	C [a, e]	A [e]
<b>Public/Institutional</b>				
Hospitals/Convalescent Homes	U	U	U	A [e]
Schools	U	U	U	A [e]
Churches/Synagogues	U	U	U	A [e]
Auditoriums/Theaters	U	U	U	A [e]
<b>Commercial</b>				
Hotels and Motels	U	U	C [c, e]	A [e]
Offices and Business/Professional	U	C [a, e]	C [c, e]	A
Services	U	C [a, e]	C [c, e]	A
Wholesale	U	C [a, e]	C [c, e]	A
Retail				
<b>Industrial, Transportation, Communication, and Utilities</b>				
Manufacturing - General/Heavy	U	C [a, e]	C [c, e]	A
Light Industrial	U	C [a, e]	C [c, e]	A
Research and Development	U	C [a, e]	C [c, e]	A
Business Parks/Corporate Offices	U	C [a, e]	C [c, e]	A
<b>Transportation Terminals</b>	U	U	A	A
Communication/Utilities	C [b]	A	A	A
Automobile Parking	C [b]	A	A	A
<b>Recreation/Open Space</b>				
Outdoor Sports Arenas	U	U	U	A
Outdoor Amphitheaters	U	U	U	A
Parks	U	C [a]	A	A
Outdoor Amusement	U	C [a, e]	A	A
Resorts and Camps	U	C [a, e]	A [c]	A
Golf Courses and Water Recreation	C [d]	A	A	A
Agriculture	A	A	A	A

TABLE 6B (Continued) Adopted Land Use Compatibility Standards in Safety Zones for Civilian Airports	
NOTES	
A = Acceptable land use. C = Land use is conditionally acceptable upon meeting required criteria (see footnotes below). U = Unacceptable land use.	
[a]	Maximum structural coverage must be no more than 25 percent. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts.
[b]	The placing of structures or buildings in the Runway Protection Zone is unacceptable. Above ground utility lines and parking are allowed only if approved by the Federal Aviation Administration (FAA) as not constituting a hazard to air navigation.
[c]	Maximum structural coverage must not exceed 50 percent. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts. Where development is proposed immediately adjacent to the airport property, structures should be located as far as practical from the runway.
[d]	Clubhouse is unacceptable in this zone.
[e]	An aviation easement is recommended and a fair disclosure agreement and covenant shall be recorded by the owner and developer of the property.

**June 2, 2017**  
**Item #12**  
**Page #4**

In accordance with the policies of the adopted Airport Comprehensive Land Use Plan staff recommends that the Commission find that the proposed Oxnard Senior Center located at 2500 West 5<sup>th</sup> Street, inconsistent with the ACLUP and authorizes the Executive Director to transmit the ALUC's findings to the City of Oxnard.



Item #13

June 2, 2017

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: PETER DE HAAN, PROGRAMMING DIRECTOR**

**SUBJECT: LEGISLATIVE UPDATE & POSITIONS ON BILLS**

**RECOMMENDATION:**

- Adopt "Support" position on AB 1218 (Oberholte), to expand the categorical exemption under the California Environmental Quality Act (CEQA) for bicycle facilities.
- Adopt "Support" position on SCA 6 (Wiener), to place before the voters a measure to lower the transportation measure supermajority requirement to 55%.

**DISCUSSION**

**Federal Issues**

The FY 2016/17 federal budget was approved by Congress and the President during the first week of May. As anticipated in the previous month's staff report, the budget appropriates transportation funds at the level authorized under the Fixing America's Surface Transportation (FAST) act. The budget includes \$43.3 billion for highway programs and \$12.4 billion for transit. In addition, there is another \$500 million for the TIGER discretionary infrastructure grants.

The Trump Administration has released the full version of its proposal for the FY 2017/18 Federal Budget, and the proposal includes principles for the previously-promised \$1 trillion investment in infrastructure over 10 years. The budget proposes \$44.2 billion for highways and \$9.7 billion for transit by providing the full authorized amounts from the Highway Trust Fund. However, there are significant cuts to programs not funded by the Trust Fund, including limiting funds for the transit Capital Investment Grant program to existing Full Funding Grant Agreements; ending funding for Amtrak's long distance trains such as the Coast Starlight; and elimination of the TIGER discretionary grant program. Ongoing highway and transit programs are recommended for the full authorized level since they come from the Highway Trust Fund. Regarding the Infrastructure Initiative, the proposal is to provide \$200 billion in federal funds over 10 years, with \$5 billion being made available in FY 2017/18, and these funds being used to leverage up to \$1 trillion in new infrastructure investments.

The Administration's proposal also recognizes the impending shortfall of the Trust Fund after FY 2019/20 when the FAST Act expires. Although the full authorized funding is recommended for FY 2017/18, the budget also says that for FY 2018/19 and FY 2019/20 the Trust Fund appropriations should be capped at the 2017/18 level rather than increased as authorized by FAST. As for FY 2020/21 and beyond the Administration is calling for reduced Trust Fund expenditures to equal the level of Trust Fund revenue, with the proviso that "The Administration believes that the federal government should incentivize more states and localities to finance their own transportation needs."

**State Issues**

Attachment A provides the monthly report of Delaney Hunter, the Commission's state lobbyist.

Attachment B is an analysis from the lobbyist of AB 1218 (Jay P. Obernolte, R-Big Bear), which extends the categorical exemption for bicycle lanes meeting certain requirements. Staff recommends the Commission support this bill which could facilitate expedited implementation for bicycle projects.

At the April meeting, the Commission on a 7–7 vote declined to approve the staff recommendation to support SCA 6 (Scott Wiener, D-San Francisco) which would set up a statewide vote on the question of lowering to 55% the supermajority requirement for local transportation taxes. Voting "Yes" on the motion to support SCA 6 were Commissioners Minijares, Simons, Haney, Berg, Gherardi, Zaragoza, and Humphrey. Voting "No" on the motion were Commissioners MacDonald, Parks, McDonald, Andrews, Judge, Bill-de la Pena, and Long. Commissioners Bennett, Foy, and White were absent. At the May meeting, at the request of Commissioner Gherardi, Chair MacDonald directed that this matter be placed back on the agenda when more Commissioners would be present. Accordingly, staff has included SCA 6 in this item. Attachment C is the SCA 6 analysis that was previously provided at the April meeting.

Attachment D provides the status of bills being tracked by VCTC.



## VENTURA COUNTY TRANSPORTATION COMMISSION

### MONTHLY STATE ADVOCACY REPORT

MAY 2017

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#### Legislative Update

The policy committee deadline for bills to be out of their first house policy committees was April 28<sup>th</sup> – for the bills that were tagged fiscal. Almost all bills have some identified cost, so this deadline applies to most legislation. These bills then have to be out of their respective Appropriations Committees by May 26<sup>th</sup>. As a result, the month of May consisted of lengthy Appropriations Committee hearings. If bills are determined to have a significant state cost, the legislation is placed on the Senate or Assembly Appropriations Committee suspense file. Those bills are then taken up in mass at the end of the month, where the fate of the hundreds of bills is determined in about an hour-long hearing. The current three thousand number bill count will be significantly reduced after the suspense hearings in both houses. The GQHC team will continue to keep VCTC updated on legislation of importance and the actions taken after the suspense file hearing. For legislation that is not keyed fiscal, the policy committee deadline is extended, so there were a few sporadic committee hearings this month where the Legislature took testimony on these bills. Additionally, the Governor released the May Revise of his 2017-18 budget proposal following a month of returns in April that saw state revenues roughly on target with the Administration's estimates. As a result, the Legislature has continued to hold their budget subcommittee hearings on a number of important issues. However, many of the items are left open for a future vote, so these budget requests will be finalized in the next few weeks as the negotiations come to a conclusion. As always, GQHC will continue to advocate on behalf of VCTC as legislation and budget discussions continue to move through the process.

#### Transportation Funding

As previously reported, SB 1 by Senator Beall ended up being the final vehicle for the transportation funding package that advanced through the Legislature. This proposal would raise nearly \$5.2 billion per year in new revenues for transportation. Specifically, the deal allocated \$3 billion per year to fix-it-first road and highway maintenance projects, split evenly between state and local government. The bill also puts forward a number of reform and accountability measures, including creating a Transportation Inspector General position and increasing CTC oversight of CalTrans project delivery.

The Governor had set an “unofficial” deadline of April 6th for the Legislature to pass this transportation funding proposal, since this has been a multi-year effort that has continued through a few legislative sessions without much traction. However, this year proved different. After the new plan was revealed, the Legislature acted quick to move the proposal forward. SB 1 was heard on the floor of both houses of the Legislature late on the night of the Governor’s deadline. It ended up passing with the necessary 2/3 vote – with one Republican voting in favor of the proposal. SB 1 was then signed by the Governor a week later.

### Cap and Trade Update

Cap and trade is a continuing issue amongst the Legislature and Administration that is beginning to receive the spotlight, now that transportation funding has been addressed. Furthermore, the primary players in the cap and trade debate are beginning to coalesce to negotiate a cap and trade deal in the budget.

*AB 151 (Burke)* and *AB 378 (Garcia)* were the two bills competing to extend the cap and trade program in different ways. *AB 378* is the environmental justice and environmental community supported version, and this measure passed out of the Assembly Natural Resources Committee at the end of April. Importantly, while it originally did not presume that cap and trade would be the tool to achieve the SB 32 targets, the author and supporters are now indicating that cap and trade will be the primary overarching policy under the bill. *AB 151* also passed out of Assembly Natural Resources, but not until the Committee stripped out the language that extended the cap and trade program – since the Committee favored *AB 378* as the vehicle. Both bills are now in the Assembly Appropriations Committee waiting for the upcoming suspense file hearing.

*SB 775 (Wieckowski)* is another measure related to cap and trade that would extend the program to 2030, require a 2/3 vote to avoid future legal challenges, will return “climate dividends” to consumers, establishes the “Economic Competitiveness Assurance Program” that will protect California manufacturers from out-of-state competition, and maintains currently capped sources. However, *SB 775* looks like it will not move forward moving as the negotiations on cap and trade have shifted to the Budget. The Governor’s Office and the California Air Resources Board are beginning to ramp up and organize their efforts to pass an extension within the Budget.

### Governor’s May Revise

In many ways the Governor’s January budget served as a placeholder given the long list of unknowns facing the State, including the volatile source of major state funding from personal income taxes and capital gains and the new federal Administration who has proposed to make significant changes to federal programs and state funding levels. However, the Department of Finance’s revised revenue expectations increased total estimates by \$2.5 billion.

In regards to transportation, the Governor recapped the funding package that was recently passed by the Legislature, including the revenues, allocations, and reforms from SB 1. However, the May Revision also includes the first partial year of revenues that will be coming from SB 1. While SB 1 will raise an average of \$5.2 billion per year in new transportation funding at full implementation, only \$2.8 billion is expected in 2017-18 because the first tax increases start in November and the improvement fee will not take effect until January of 2018. There will be an even split of the funding coming from the Road Maintenance and Rehabilitation Account (RMRA). Specifically, in 2017-18, \$445 million will be allocated to cities and counties by formula and equal amounts will be allocated to state highways. The funding will begin flowing to local governments by February of 2018. However, these new local RMRA funds are accompanied by additional reporting and eligibility requirements. Included below are further details of the Governor’s May Revise allocations:

- *Intercity and Commuter Rail Program* — \$25 million Public Transportation Account from increased diesel sales tax revenues to be allocated by the Agency for operations and capital improvements of intercity and commuter rail services.

- *Expanded Oversight* — \$1.1 million Public Transportation Account and State Highway Account for 4 positions to oversee the annual development and ongoing management of the State Highway Operation and Protection Program and Local Streets and Roads Program funding.
- *Increased State Transit Assistance Grants* — \$305 million Public Transportation Account to local transit agencies for operations and capital costs.
- *Increased Highway Repair and Maintenance* — \$445 million Road Maintenance and Repair Account and redirection of 48 positions associated with expiring base workload to accelerate repaving efforts and pavement repair projects.
- *Expanded Transit and Intercity Rail Capital Program* — \$330 million Public Transportation Account, including \$85 million in General Fund loan repayments.
- *Local Partnership Program* — \$200 million in matching funds for local and regional transportation projects in jurisdictions which contribute new locally-generated revenues.
- *Expanded Active Transportation Program* — \$100 million for pedestrian and bicycle infrastructure projects that will increase access to transit facilities.
- *Local Planning Grants* — \$25 million in grants available to regional transportation planning agencies to update regional transportation plans consistent with the sustainability and greenhouse gas reduction requirements of SB 375.
- *Local Road Maintenance* — \$445 million Road Maintenance and Rehabilitation Account for cities and counties to be distributed by the State Controller.

<b>Upcoming Bill Deadlines and Newly Introduced Legislation</b>
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**May 12** Last day for policy committees to hear and report to the floor nonfiscal bills

**May 19** Last day for policy committees to meet prior to June 5

**May 26** Last day for fiscal committees to hear and report bills to the floor

**May 30-June 2** Floor Session only. No committee may meet for any purpose except for Rules Committee

**June 2** Last day to pass bills out of house of origin

**June 5** Committee meetings may resume

**June 15** Budget Bill must be passed by midnight

**AB 17 (Holden D) Transit Pass Program: free or reduced-fare transit passes.**

**Introduced:** 12/5/2016

**Status:** 5/3/2017-In committee: Set, first hearing. Referred to APPR. suspense file.

**Summary:** Would create the Transit Pass Program to be administered by the Department of Transportation. The bill would require the Controller of the State of California to allocate moneys made available for the program, upon appropriation by the Legislature, to support transit pass programs that provide free or reduced-fare transit passes to specified pupils and students.

**AB 28 (Frazier D) Department of Transportation: environmental review process: federal pilot program.**

**Introduced:** 12/5/2016

**Status:** 3/29/2017-Approved by the Governor. Chaptered by Secretary of State - Chapter 4, Statutes of 2017.

**Summary:** Current federal law requires the United States Secretary of Transportation to carry out a surface transportation project delivery pilot program, under which the participating states assume certain responsibilities for environmental review and clearance of transportation projects that would otherwise be the responsibility of the federal government. Current law, until January 1, 2017, provided that the State of California consents to the jurisdiction of the federal courts with regard to the compliance, discharge, or enforcement of the responsibilities it assumed as a participant in the pilot program. This bill would reinstate the operation of the latter provision. The bill would repeal that provision on January 1, 2020. This bill would declare that it is to take effect immediately as an urgency statute.

**AB 91 (Cervantes D) High-occupancy vehicle lanes.**

**Introduced:** 1/9/2017

**Status:** 4/5/2017-In committee: Set, first hearing. Referred to suspense file.

**Summary:** Would prohibit, commencing July 1, 2018, a high-occupancy vehicle lane from being established in the County of Riverside, unless that lane is established as a high-occupancy vehicle lane only during the hours of heavy commuter traffic, as determined by the Department of Transportation. The bill would require any existing high-occupancy vehicle lane in the County of Riverside that is not a toll lane to be modified to operate as a high-occupancy lane under those same conditions.

**AB 151 (Burke D) California Global Warming Solutions Act of 2006: market-based compliance mechanisms: scoping plan: report.**

**Introduced:** 1/11/2017

**Status:** 5/17/2017-In committee: Set, first hearing. Referred to APPR. suspense file.

**Summary:** Would require the State Air Resources Board to report to the appropriate policy and fiscal committees of the Legislature to receive input, guidance, and assistance before adopting guidelines and regulations implementing the scoping plan and a regulation ensuring statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030. This bill contains other related provisions and other existing laws.

**AB 174 (Bigelow R) California Transportation Commission: membership.**

**Introduced:** 1/17/2017

**Status:** 5/11/2017-Read third time. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.

**Summary:** Current law provides that the California Transportation Commission consists of 13 members, 11 voting members, of which 9 are appointed by the Governor subject to Senate confirmation, 1 is appointed by the Senate Committee on Rules, and 1 is appointed by the Speaker of the Assembly, and 2 Members of the Legislature who are appointed as nonvoting ex officio members. This bill would require that at least one voting member reside in a rural county with a population of less than 100,000 individuals.

**AB 179 (Cervantes D) California Transportation Commission.**

**Introduced:** 1/18/2017

**Status:** 5/4/2017-Read second time. Ordered to third reading.

**Summary:** Current law provides that the California Transportation Commission consists of 13 members: 11 voting members, of which 9 are appointed by the Governor subject to Senate confirmation, one is appointed by the Senate Committee on Rules, and one is appointed by the Speaker of the Assembly, and 2 Members of the Legislature who are appointed as nonvoting ex officio members. This bill would require that one of those voting members have worked directly with those communities in the state that are most significantly burdened by, and vulnerable to, high levels of pollution, including, but not limited to, those communities with racially and ethnically diverse populations or with low-income populations.

**AB 262 (Bonta D) Public contracts: bid specifications: Buy Clean California Act.**

**Introduced:** 1/31/2017

**Status:** 5/17/2017-In committee: Hearing postponed by committee.

**Summary:** The State Contract Act governs the bidding and award of public works contracts by specific state departments and requires an awarding department, before entering into any contract for a project, to prepare full, complete, and accurate plans and specifications and estimates of cost. This bill, the Buy Clean California Act, would, by January 1, 2019, require the Department of General Services to establish, and publish in the State Contracting Manual, a maximum acceptable global warming potential for each category of eligible materials, in accordance with requirements set out in the bill.

**AB 344 (Melendez R) Toll evasion violations.**

**Introduced:** 2/7/2017

**Status:** 5/10/2017-Referred to Com. on T. & H.

**Summary:** Would not require a person contesting a notice of toll evasion violation or notice of delinquent toll evasion from being required to pay the toll evasion penalty until after the processing agency or issuing agency finds as a result of an investigation, or the processing agency finds as a result of an



administrative review, or a court finds as a result of a hearing, that the contestant did commit a toll evasion violation, whichever occurs later. This bill contains other existing laws.

**AB 345 (Ridley-Thomas D) Municipal code violations.**

**Introduced:** 2/8/2017

**Status:** 5/17/2017-Read second time. Ordered to third reading.

**Summary:** Current law authorizes the legislative body of a local agency to make, by ordinance, any violation of an ordinance subject to an administrative fine or penalty and limits the maximum fine or penalty amounts for infractions. This bill would, for violations of a city building and safety code determined to be an infraction, increase the amounts of the fines to \$134 for a first violation, \$668 for a 2nd violation of the same ordinance within one year, and \$1,336 for each additional violation of the same ordinance within one year of the first violation.

**AB 378(Garcia, Cristina D) Greenhouse gases, criteria air pollutants, and toxic air contaminants.**

**Introduced:** 2/9/2017

**Status:** 5/3/2017-In committee: Set, first hearing. Referred to APPR. Suspense file.

**Summary:** The California Global Warming Solutions Act requires the State Air Resources Board, when adopting rules and regulations to achieve greenhouse gas emissions reductions beyond the statewide greenhouse gas emissions limit and to protect the state's most impacted and disadvantaged communities, to follow specified requirements, consider the social costs of the emissions of greenhouse gases, and prioritize specified emission reduction rules and regulations. This bill would additionally require the state board to consider and account for the social costs of the emissions and greenhouse gases when adopting those rules and regulations.

**AB 382 (Voepel R) Fuel taxes: Off-Highway Vehicle Trust Fund.**

**Introduced:** 2/9/2017

**Status:** 4/5/2017-In committee: Set, first hearing. Referred to suspense file.

**Summary:** Current law transfers, with respect to the increase in gasoline excise taxes as a result of the elimination of the sales tax on gasoline, to the General Fund the revenues attributable to off-highway vehicles that would otherwise be deposited in the Off-Highway Vehicle Trust Fund. Current law also requires the Controller to withhold \$833,000 from the monthly transfer, and transfer that amount to the General Fund. The moneys in the Off-Highway Vehicle Trust Fund are required to be used, upon appropriation, for specified purposes related to off-highway motor vehicle recreation. This bill would, on June 30, 2018, eliminate the requirement that the Controller withhold \$833,000 from the monthly transfer and transfer it to the General Fund and would thereby transfer this amount monthly to the Off-Highway Vehicle Trust Fund.

**AB 467 (Mullin D) Local transportation authorities: transactions and use taxes.**

**Introduced:** 2/13/2017

**Status:** 5/17/2017-Read second time. Ordered to third reading.

**Summary:** Current law provides for a local transportation authority to adopt a transportation expenditure plan for the proceeds of the retail transactions and use tax, and requires the entire adopted transportation expenditure plan to be included in the voter information guide sent to voters. This bill, upon the request of an authority, would exempt a county elections official from including the entire adopted transportation expenditure plan in the voter information guide, if the authority posts the plan on its Internet Web site, and the sample ballot and the voter information guide sent to voters include information on viewing an electronic version of the plan on the Internet Web site and for obtaining a printed copy of the plan by calling the county elections office.

**AB 468 (Santiago D) Transit districts: prohibition orders.**

**Introduced:** 2/13/2017

**Status:** 5/11/2017-Read third time. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.

**Summary:** Current law authorizes the Sacramento Regional Transit District, the Fresno Area Express, and, until January 1, 2018, the San Francisco Bay Area Rapid Transit District to issue a prohibition order to any person cited for committing one or more of certain prohibited acts in specified transit facilities.

Current law prohibits a person subject to the prohibition order from entering the property, facilities, or vehicles of the transit district for specified periods of time. Current law establishes notice requirements in that regard and provides for initial and administrative review of the order. This bill would apply these provisions to the Los Angeles County Metropolitan Transportation Authority.

**AB 503 (Lackey R) Vehicles: parking violations: registration or driver's license renewal.**

**Introduced:** 2/13/2017

**Status:** 5/17/2017-In committee: Set, first hearing. Referred to APPR. suspense file.

**Summary:** Current law, with specified exceptions, requires an agency that processes notices of parking violations and notices of delinquent parking violations to proceed under only one of 3 specified options in order to collect an unpaid parking penalty, including filing an itemization of unpaid parking penalties and service fees with the Department of Motor Vehicles for collection with the registration of the vehicle. This bill would instead authorize a processing agency to proceed under one of those 3 specified options.

**AB 515 (Frazier D) State Highway System Management Plan.**

**Introduced:** 2/13/2017

**Status:** 5/18/2017-Read third time. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.

**Summary:** Would require the Department of Transportation to prepare a State Highway System Management Plan, which would consist both of the 10-year state highway rehabilitation plan and the 5-year maintenance plan. The bill would require the department to make a draft of its proposed State Highway System Management Plan available to regional transportation agencies for review and comment, and would require the department to include and address any comments in its submittal of the plan to the commission by January 15 of each odd-numbered year.

**AB 544 (Bloom D) Vehicles: high-occupancy vehicle lanes.**

**Introduced:** 2/13/2017

**Status:** 5/17/2017-In committee: Set, first hearing. Referred to APPR. suspense file.

**Summary:** Would extend the authority of drivers of specified vehicles to use HOV lanes until the date federal authorization expires, or until the Secretary of State receives a specified notice, whichever occurs first. The bill would provide that identifiers issued for those specified vehicles are valid until January 1, 2019. The bill would authorize the Department of Motor Vehicles to issue other identifiers until the date federal authorization expires, or until the Secretary of State receives a certain notice, whichever occurs first.

**AB 636 (Irwin D) Local streets and roads: expenditure reports.**

**Introduced:** 2/14/2017

**Status:** 5/10/2017-Referred to Com. on RLS.

**Summary:** Current law, with limited exceptions, requires each city and county to submit to the Controller a complete report of expenditures for street and road purposes by October 1 of each year relative to the preceding fiscal year ending on June 30. This bill would instead require the report to be submitted to the Controller within 7 months after the close of the fiscal year adopted by a county, city, or city and county. The bill would make other conforming changes.

**AB 673 (Chu D) Public transit operators: bus procurement: safety considerations.**

**Introduced:** 2/15/2017

**Status:** 5/15/2017-Read third time and amended. Ordered to third reading.

**Summary:** Would require a public transit operator, before the procurement of a new bus to be used in revenue operations, to take into consideration recommendations of, and best practices standards developed by, the exclusive representative of the recognized organization representing bus operators of the transit operator for specified purposes, including, among other purposes, reducing the risk of assault on bus operators. By creating new duties for public transit operators, this bill would impose a state-mandated local program.

**AB 739 (Chau D) State vehicle fleet: purchases.**

**Introduced:** 2/15/2017

**Status:** 5/17/2017-In committee: Set, first hearing. Referred to APPR. suspense file.

**Summary:** Current law requires the Secretary of the Government Operations Agency, in consultation with the department and other state agencies, to develop and implement a plan to improve the overall state fleet's use of alternative fuels, synthetic lubricants, and fuel-efficient vehicles by reducing or displacing the consumption of petroleum products by the state fleet. This bill would, except as provided, require, by December 31, 2025, at least 15% of vehicles with a gross vehicle weight rating of 19,000 pounds or more purchased by the department and other state entities for the state fleet to be zero-emission and by December 31, 2030, at least 30% to be zero-emission.

**AB 1094 (Choi R) Vehicles: automated traffic enforcement systems.**

**Introduced:** 2/17/2017

**Status:** 5/11/2017-Read third time. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.

**Summary:** Current law defines an "official traffic control signal" as any device, whether manually, electrically, or mechanically operated, by which traffic is alternately directed to stop and proceed and which is erected by authority of a public body or official having jurisdiction. This bill would also require a stop to be made at an official traffic control signal erected and maintained at a freeway or highway on ramp. The bill would also make technical, nonsubstantive changes to that provision.

**AB 1113 (Bloom D) State Transit Assistance program.**

**Introduced:** 2/17/2017

**Status:** 5/18/2017-Referred to Com. on T. & H.

**Summary:** Current law requires funds in the Public Transportation Account to be allocated to various public transportation and transportation planning purposes, with specified revenues in the account to be allocated by the Controller to specified local transportation agencies for public transportation purposes, pursuant to the State Transit Assistance (STA) program. Current requires STA funds to be allocated by formulas based 50% on population and 50% on transit operator revenues. This bill would revise and recast the provisions governing the STA program. The bill would provide that only STA-eligible operators, as defined, are eligible to receive an allocation from the portion of program funds based on transit operator revenues.

**AB 1218 (Oberholte R) California Environmental Quality Act: exemption: bicycle transportation plans.**

**Introduced:** 2/17/2017

**Status:** 5/10/2017-Referred to Com. on EQ.

**Summary:** CEQA, until January 1, 2018, exempts from its requirements bicycle transportation plans for an urbanized area for restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and related signage for bicycles, pedestrians, and vehicles under certain conditions. CEQA, until January 1, 2018, also exempts from its requirements projects consisting of restriping of streets and highways for bicycle lanes in an urbanized area that are consistent with a bicycle transportation plan under certain conditions. This bill would extend those 2 exemptions until January 1, 2021.

**AB 1282 (Mullin D) Transportation Permitting Taskforce.**

**Introduced:** 2/17/2017

**Status:** 4/26/2017-In committee: Set, first hearing. Referred to suspense file.

**Summary:** Would require, by April 1, 2018, the Secretary of Transportation, in consultation with the Secretary of the Natural Resources Agency, to establish a Transportation Permitting Taskforce consisting of representatives from specified state entities to develop a process for early engagement for all parties in the development of transportation projects, establish reasonable deadlines for permit approvals, and provide for greater certainty of permit approval requirements.

**AB 1454 (Bloom D) Transportation projects: lease agreements.**

**Introduced:** 2/17/2017

**Status:** 5/4/2017-Re-referred to Com. on RLS. pursuant to Assembly Rule 96.

**Summary:** Would state the intent of the Legislature to reestablish the authority under state law to engage in public-private partnerships for projects on the state highway system with appropriate public interest and safety protections.

**ACA 4 (Aguilar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval.**

**Introduced:** 2/17/2017

**Status:** 4/24/2017-Referred to Coms. on L. GOV. and APPR.

**Summary:** Local government financing: affordable housing and public infrastructure: voter approval.

**ACA 5 (Frazier D) Motor vehicle fees and taxes: restriction on expenditures: appropriations limit.**

**Introduced:** 2/17/2017

**Status:** 4/6/2017-Chaptered by Secretary of State- Chapter 30, Statutes of 2017

**Summary:** Would add Article XIX to the California Constitution to require revenues derived from vehicle fees imposed under a specified chapter of the Vehicle License Fee Law to be used solely for transportation purposes, as defined. The measure would prohibit these revenues from being used for the payment of principal and interest on state transportation general obligation bonds that were authorized by the voters on or before November 8, 2016. The measure would prohibit the revenues from being used for the payment of principal and interest on state transportation general obligation bonds issued after that date unless the bond act submitted to the voters expressly authorizes that use.

**SB 1 (Beall D) Transportation funding.**

**Introduced:** 12/5/2016

**Status:** 4/28/2017-Approved by the Governor. Chaptered by Secretary of State. Chapter 5, Statutes of 2017.

**Summary:** Would create the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. The bill would require the California Transportation Commission to adopt performance criteria, consistent with a specified asset management plan, to ensure efficient use of certain funds available for the program.

**SB 4 (Mendoza D) Goods movement: allocation of federal funds: Goods Movement and Clean Trucks Bond Act.**

**Introduced:** 12/5/2016

**Status:** 5/15/2017-May 15 hearing: Placed on APPR. suspense file.

**Summary:** Would, subject to voter approval at the June 5, 2018, statewide primary election, enact the Goods Movement and Clean Trucks Bond Act to authorize \$500,000,000 of state general obligation bonds as follows: \$200,000,000 to the State Air Resources Board for projects and programs consistent with the Goods Movement Emission Reduction Program; and \$300,000,000 to the State Air Resources Board for projects and programs to expand the use of zero- and near-zero emission trucks in areas of the state that are designated as severe or extreme nonattainment areas for ozone and particulate matter.

**SB 150 (Allen D) Regional transportation plans.**

**Introduced:** 1/18/2017

**Status:** 5/16/2017-Set for hearing May 22.

**Summary:** Current law requires metropolitan planning organizations to adopt a sustainable communities strategy or alternative planning strategy, subject to specified requirements, as part of a regional transportation plan, which is to be designed to achieve certain targets for 2020 and 2035 established by the State Air Resources Board for the reduction of greenhouse gas emissions from automobiles and light trucks in the region. This bill would require the State Air Resources Board to update and revise the greenhouse gas emission reduction targets consistent with the scoping plan and an assessment of the portion of the state's overall climate targets that is anticipated to be met by reductions in vehicle miles traveled.

**SB 185 (Hertzberg D) Crimes: infractions.**

**Introduced:** 1/25/2017

**Status:** 5/15/2017-May 15 hearing: Placed on APPR. suspense file.

**Summary:** Existing law requires a court, in any case when a person appears before a traffic referee or judge of the superior court for adjudication of a violation of the Vehicle Code, upon request of the defendant, to consider the defendant's ability to pay, as specified. This bill would require the court, in any case involving an infraction filed with the court, to determine whether the defendant is indigent for purposes of determining what portion of the statutory amount of any associated fine, fee, assessment, or other financial penalties the person can afford to pay.

**SB 389 (Roth D) Department of Transportation: programmatic testing and inspection services.**

**Introduced:** 2/14/2017

**Status:** 5/16/2017-Read second time and amended. Ordered to third reading. Published May 16 at 9 p.m.

**Summary:** Would authorize the Department of Transportation to establish a special subaccount of the State Highway Account to accommodate deposits and expenditures of moneys relative to routine programmatic testing and inspection services requested by a local agency or other entity that are not directly related to a particular project, including, but not limited to, aggregate qualifications, mix verifications, plant inspections, and laboratory certifications.

**SB 406 (Leyva D) Vehicles: high-occupancy vehicle lanes: exceptions.**

**Introduced:** 2/15/2017

**Status:** 5/15/2017-May 15 hearing: Placed on APPR. Suspense file.

**Summary:** Current state law authorizes the Department of Transportation to designate certain lanes for the exclusive use of HOVs, which lanes may also be used by certain low-emission, hybrid, or alternative fuel vehicles not carrying the requisite number of passengers otherwise required for the use of an HOV lane, if the vehicle displays a valid identifier issued by the Department of Motor Vehicles (DMV). This bill would similarly authorize a blood transport vehicle, as defined, that is transporting blood between collection points and hospitals or storage centers to use HOV lanes, by requiring the department to make available for issuance a distinctive decal, label, or other identifier that clearly distinguishes a blood transport vehicle from other vehicles for purposes of use in those lanes, and would make conforming changes.

**SB 480 (Hueso D) Bridge safety projects: State Highway Account: funding.**

**Introduced:** 2/16/2017

**Status:** 5/15/2017-May 15 hearing: Placed on APPR. suspense file.

**Summary:** Would require the Controller, for the 2018–19 fiscal year, based on the prior year financial statement, to segregate 1% of that money from the State Highway Account to be expended by the Department of Transportation, upon appropriation by the Legislature, for feasibility, environmental, and engineering studies pertaining to bridge safety, with priority given to bridges that provide transportation links over state and local parks, and for other bridge safety projects in the state.

**SB 496 (Cannella R) Indemnity: design professionals.**

**Introduced:** 2/16/2017

**Status:** 4/28/2017-Approved by the Governor. Chaptered by Secretary of State. Chapter 8, Statutes of 2017.

**Summary:** Current law provides, with respect to contracts and amendments to contracts entered into on or after January 1, 2011, with a public agency, as defined, for design professional services, that all provisions, clauses, covenants, and agreements contained in, collateral to, or affecting these contracts or amendments to contracts that purport to require the design professional to defend the public agency under an indemnity agreement, including the duty and the cost to defend, are unenforceable, except for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. This bill would instead make these provisions applicable to all contracts for design professional services entered into on or after January 1, 2018.

**SB 595 (Beall D) Metropolitan Transportation Commission: toll bridge revenues.**

**Introduced:** 2/17/2017

**Status:** 5/15/2017-May 15 hearing: Placed on APPR. suspense file.

**Summary:** Would require the City and County of San Francisco and the other 8 counties in the San Francisco Bay area to conduct a special election on a proposed unspecified increase in the amount of the toll rate charged on the state-owned toll bridges in that area to be used for unspecified projects and programs. By requiring this election, the bill would impose a state-mandated local program.

**SB 614 (Hertzberg D) Public transportation agencies: administrative penalties.**

**Introduced:** 2/17/2017

**Status:** 5/16/2017-In Assembly. Read first time. Held at Desk.

**Summary:** Current law makes it a crime, punishable as an infraction or misdemeanor, as applicable, for a person to commit certain acts on or in a facility or vehicle of a public transportation system. Current law authorizes a public transportation agency to adopt and enforce an ordinance to impose and enforce civil administrative penalties for and other passenger misconduct on or in a transit facility vehicle in lieu of the criminal penalties otherwise applicable. Current law requires these administrative penalties to be deposited in the general fund of the county in which the citation is administered. This bill would instead require the administrative penalties to be deposited with the public transportation agency that issued the citation.

**SB 768 (Allen D) Transportation projects: comprehensive development lease agreements.**

**Introduced:** 2/17/2017

**Status:** 5/16/2017-Set for hearing May 22.

**Summary:** Current law authorizes the Department of Transportation and regional transportation agencies to enter into comprehensive development lease agreements with public and private entities, or consortia of those entities, for certain transportation projects that may charge certain users of those projects tolls and user fees, subject to various terms and requirements. These arrangements are commonly known as public-private partnerships. Current law provides that a lease agreement may not be entered into under these provisions on or after January 1, 2017. This bill would extend this authorization indefinitely.

**SB 810 (Committee on Transportation and Housing) Transportation: omnibus bill.**

**Introduced:** 3/8/2017

**Status:** 5/16/2017-In Assembly. Read first time. Held at Desk.

**Summary:** Current law prohibits a person holding a class A, class B, or class C driver's license from operating a vehicle hauling fissile class III shipments or large quantity radioactive materials, as defined, unless the person possesses both a valid license of the appropriate class and a radioactive materials driver's certificate issued by the Department of Motor Vehicles that permits the person to operate the vehicle. This bill would delete the existing examination and certificate requirement and instead prohibit a person holding a class A, class B, or class C driver's license from operating a vehicle hauling highway route controlled quantities of radioactive materials, as defined, unless the person possesses both a valid license of the appropriate class and a certificate of training, as required under specified federal law.

**SCA 2 (Newman D) Motor vehicle fees and taxes: restriction on expenditures: appropriations limit.**

**Introduced:** 1/18/2017

**Status:** 4/17/2017-Ordered to inactive file on request of Senator Newman.

**Summary:** Would add Article XIXD to the California Constitution to require revenues derived from vehicle fees imposed under a specified chapter of the Vehicle License Fee Law to be used solely for transportation purposes. The measure would prohibit these revenues from being used for the payment of principal and interest on state transportation general obligation bonds that were authorized by the voters on or before November 8, 2016.

**SCA 6 (Wiener D) Local transportation measures: special taxes: voter approval.**

**Introduced:** 2/13/2017

**Status:** 5/17/2017-Re-referred to Com. on APPR.

**Summary:** Would require that the imposition, extension, or increase by a local government of a special tax as may otherwise be authorized by law, whether a sales or transactions and use tax, parcel tax, or

other tax for the purpose of providing funding for transportation purposes be submitted to the electorate by ordinance and approved by 55% of the voters voting on the proposition. The measure would authorize an ordinance submitted to the voters for approval under these provisions to provide, as otherwise authorized by law, for the issuance of bonds payable from the revenues from the special tax.

**AB 1218 (Obernolte)****Summary:**

AB 1218 by Assembly Member Obernolte would extend the sunset on existing California Environmental Quality Act (CEQA) exemptions for bicycle transportation plans and bicycle lanes an additional three years (from 2018 to 2021).

**Purpose:**

CEQA provides a process for evaluating the environmental effects of applicable projects undertaken or approved by public agencies. If a project is not exempt from CEQA, an initial study is prepared to determine whether the project may have a significant effect on the environment.

The City and County of San Francisco adopted a bicycle plan and determined the plan was exempt from CEQA because, in the city's view, the activities associated with the plan did not trigger CEQA review. The City concurrently adopted the Network Improvement Plan, a five-year plan for funding and implementing the bicycle plan. Petitioners challenged both the Bicycle Plan and The Network Improvement Plan successfully under CEQA. The court found that the both plans should have been reviewed together as one project, as the two actions together could have a significant impact on the environment. The city was ordered to prepare an EIR. The court ultimately determined that the EIR met the requirements of CEQA. As a result, San Francisco's bicycle plan was delayed and the city spent more public funds than they had originally anticipated. This unique controversy led to AB 417 (Frazier), which exempted bicycle transportation plans from CEQA, even though it had been resolved by the time AB 417 was enacted.

According to Assembly Member Obernolte, CEQA often prevents projects from moving forward or causes unnecessary and costly delays. Projects for restriping bicycle lanes can get held up in CEQA litigation, sometimes leading to the project being cancelled. Since the start of 2013, there have been 17 bike projects which have used the existing CEQA exemptions. Three of these projects took place in the Los Angeles Metropolitan area, and this bill is needed to extend the CEQA exemptions for another three years so these projects are able to proceed efficiently.

**Existing Law:**

Current law exempts the approval of a bicycle transportation plan for an urbanized area for restriping of streets and highways, bicycle parking and storage, signal timing, and related signage [AB 417 (Frazier), Chapter 613, Statutes of 2013]. Similarly, existing law exempts a bicycle lane project in an urbanized area that is consistent with a local bicycle transportation plan [AB 2245 (Smyth), Chapter 680, Statutes of 2012].

Both bicycle exemptions:

- 1) Require the lead agency, prior to claiming the exemption, to hold noticed public hearings, assess any traffic and safety impacts, and include measures to mitigate those impacts.
- 2) Require the lead agency to file a notice of exemption with the Office of Planning and Research and the county clerk in the county in which the project is located.
- 3) Sunset January 1, 2018.

**Related Legislation:**

*AB 417 (Frazier) from 2013* – This bill is similar the CEQA exemption proposed in AB 1218 and established a CEQA exemption for the approval of a bicycle transportation plan, until 2018. AB 1218 seeks to extend this three years.

*AB 2245 (Smyth) from 2012* – AB 2245 established a CEQA exemption until January 1, 2018, for specific bike lanes undertaken by state or local government in existing road rights-of way. This exemption requires the lead Agency to file notice of determination with the OPR but does not include the additional requirements to track all the actions and outcomes of noncompliance claims and proceedings.



**Support/Opposition:**

*Support:*

Civil Justice Association of California

Rural County Representatives of California

*Opposition:*

None received as of May 19, 2017.

## SCA 6 (Wiener)

### Summary:

SCA 6 by Senator Wiener would allow the voters to choose whether to amend the State Constitution to allow cities, counties, and special districts to raise new revenue for transportation projects and programs with 55% voter approval – instead of the current 2/3 vote requirement.

### Purpose:

SCA 6 would place on the ballot a measure that gives voters the option of lowering the vote threshold for increasing transportation taxes from 2/3 to 55%. By doing so, it would align the general requirement with that of school bonds under Proposition 39. If approved, it would lower the burden on cities, counties, and special districts to increase revenue to fund needed local services for transportation. Cities, counties, and special districts would still be required to place proposals on the ballot, and locals would still have to vote to approve them. SCA 6 places a measure on the ballot that allows voters to decide whether they would like to lower the vote threshold. If the measure was approved by the voters, 55% of local voters can choose to increase revenue for transportation projects and programs for their city, county or special district.

California roads and bridges are underfunded by \$11 billion per year, and a 2015 Governor's report calculated \$59 billion in deferred transportation maintenance. Existing state revenue sources for transportation are either unreliable and highly volatile, like cap-and-trade dollars, or are restricted by Article XIX of the California Constitution. Since 1923, the state has relied heavily on gas taxes to support its local streets and roads and state highway system. However, the gas tax is no longer a viable, sustainable revenue source. Ultimately, we have insufficient funding for transportation, and the funding we do have is restricted to a narrow scope of transportation projects that do not adequately cover all of the state's transportation related needs.

With declining gas tax revenues, voters in twenty counties throughout California have turned to imposing special taxes for local transportation projects and programs in their county. Collectively, these counties generate between \$3 billion and \$4 billion annually, and that money that is used for transportation projects that are identified by the county and are then approved by the voters. These "self-help" counties have consistently provided reliable and stable funding for transportation-funding that far outstrips state and federal funding on an annual basis. Consequently, SCA 6 would help locals address their transportation funding needs. In addition, these counties have enacted accountability standards, and expenditure plans that explicitly detail how funds will be spent are required to be included. These standards ensure that voters are still able to make informed decisions about raising revenue for transportation purposes.

The California voters also approved Proposition 39 in 2000 – a constitutional amendment that similarly reduced the voter threshold for bonds authorized for school facilities to 55% from two thirds. Over the next decade, the success rate of these ballot questions increased from 60% likely to pass to 75% likely to pass. The increased success rate of school bond measures highlights the effectiveness of lowering the vote threshold to a 55% margin. However, voters have not had the opportunity to consider the vote threshold on other taxes since 1996. Consequently, SCA 6 would give voters the ability to decide on the lowering of the threshold, since it has been over a decade since a similar measure was placed on the ballot for consideration.

California's local and regional government have started to assume more responsibility for generating transportation revenue for our growing population and economy as state support has declined and infrastructure continues to be in a state of disrepair. In November 2016, fifteen local governments tried to raise their sales taxes to pay for transportation, while others authorized bonds and raised local property taxes in other areas. For example, Ventura County's sales tax measure was defeated with nearly 58% voter approval. Under SCA 6, the county measure would have succeeded, and the other packages would

likely have been more robust and ambitious given the increased chance of success. SCA 6 would give voters the opportunity to lower the vote threshold for cities, counties, and special districts to dedicate new revenue for the purpose of funding all transportation-related capital, operations, and programs, to 55% instead of two thirds of the voters.

**Existing Law:**

The California Constitution requires cities, counties, and school districts to obtain voter approval for changing taxes and authorizing bonds for dedicated revenue. The Constitution however, allows school districts, community college districts, and county offices of education to issue bonded indebtedness for school facilities with 55% voter approval.

California Constitution – Article XIII Section 4. Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district, except ad valorem taxes on real property or a transaction tax or sales tax on the sale of real property within such City, County or special district.

**Related Legislation:**

SCA 3 (*Dodd*) – SCA 3 is from the 2017 legislative session, and this bill lowers the vote threshold on bonds to 55% of the voters for public library facilities.

ACA 4 (Aguiar-Curry) – This measure would lower the necessary voter threshold to approve local general obligation bonds and special taxes from a two-thirds supermajority to 55% for affordable housing and public infrastructure projects. This has not yet been set for hearing.

ACA 4 (Frazier) – This constitutional amendment was introduced in 2016, and it mirrors the goal of SCA 6. ACA 4 reduces the voter threshold from two-thirds to 55% for passage of local sales taxes dedicated to transportation purposes. Although it passed out of the Transportation and Revenue & Taxation Committees, it was then held in the Assembly Appropriations Committee.

**Support/Opposition:**

*Support:* None

*Opposition:* None

<b>VENTURA COUNTY TRANSPORTATION COMMISSION STATE LEGISLATIVE MATRIX BILL SUMMARY May 19, 2017</b>			
<b>BILL/AUTHOR</b>	<b>SUBJECT</b>	<b>POSITION</b>	<b>STATUS</b>
AB 17 Holden	Provides funds to transit operators by formula in support of student bus pass programs.	Support	In Assembly Appropriations Committee.
AB 278 Steinorth	Provides for CEQA exemption category for bike paths and freeway auxiliary lanes if certain requirements are met.	Support	Died in Assembly Natural Resources Committee.
AB 467 Mullin	Allows transportation expenditure plans to be posted on line and available by mail, rather than printed in voter pamphlet.	Work with Author	Passed Assembly Elections & Redistricting Committee 6-1. In full Assembly.
AB 1113 Bloom	Clarifies statutory ambiguity to continue existing State Transit Assistance apportionment formula.	Support	Passed Assembly Appropriations Committee 16-0. Passed Assembly 76-0. In Senate Transportation & Housing Committee.
AB 1218 Oberholte	Extends CEQA exemption category for certain bicycle facilities.	<b>Support</b>	Passed Assembly 70-1. In Senate Environmental Quality Committee.
SCA 6 Wiener	Places amendment before voters to lower to 55% the supermajority requirement for transportation measures.	<b>Support</b>	Passed Senate Transportation & Housing Committee 8-3. In Senate Appropriations Committee.

Staff-recommended Commission position shown in **bold**.