



**VENTURA COUNTY TRANSPORTATION COMMISSION  
LOCAL TRANSPORTATION AUTHORITY  
AIRPORT LAND USE COMMISSION  
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES  
CONSOLIDATED TRANSPORTATION SERVICE AGENCY  
CONGESTION MANAGEMENT AGENCY**  
[www.goventura.org](http://www.goventura.org)

## **AGENDA\***

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

**IN-PERSON**

**CAMARILLO CITY HALL**

**COUNCIL CHAMBERS**

**601 CARMEN DRIVE**

**CAMARILLO, CA**

**FRIDAY, SEPTEMBER 8, 2023**

**9:00 A.M.**

*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 Commission at (805) 642-1591 ext. 101 or via email at [ribarra@goventura.org](mailto:ribarra@goventura.org). Notification of at least 48 hours prior to meeting time will assist staff in assuring those reasonable arrangements can be made to provide accessibility to the meeting.*

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. PUBLIC COMMENTS** – *Each individual speaker is limited to speaking to three (3) continuous minutes. 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 Commission. 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 the 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 updates and status reports on current projects.
6. **COMMISSIONERS/EXECUTIVE DIRECTOR REPORTS** - 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 two-thirds vote of the Commission. If there are less than two-thirds 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 MINUTES OF JULY 7, 2023, MEETING -PG.7](#)**  
**Recommended Action:**
    - Approve the summary minutes of July 7, 2023.**Responsible Staff: Roxanna Ibarra**
  - 8B. **[MONTHLY BUDGET REPORT-PG.13](#)**  
**Recommended Action:**
    - Receive and file the monthly budget report.**Responsible Staff: Sally DeGeorge**
  - 8C. **[RESOLUTION TO HONOR THE PORT OF HUENEME'S 10TH ANNUAL BANANA FESTIVAL - PG.15](#)**  
**Recommended Action:**
    - It is recommended that the Ventura County Transportation Commission (“Commission”) approve a resolution honoring the Port of Hueneme’s 10<sup>th</sup> Annual Banana Festival as an educational, entertaining and admission-free community event that showcases the Port’s significant economic contributions to Ventura County and the West Coast.**Responsible Staff: Martin Erickson**
  - 8D. **[SURFACE TRANSPORTATION PROGRAM \(STP\) LOANS TO THE BAY AREA METROPOLITAN TRANSPORTATION COMMISSION AND THE TAHOE METROPOLITAN PLANNING ORGANIZATION -PG.17](#)**  
**Recommended Action:**
    - Approve loan of \$9,275,000 from the Ventura County Regional Surface Transportation Program apportionment to the Metropolitan Transportation Commission (MTC) of the Bay Area, with the repayment to occur in FY 2023/24, the earliest that funding is expected to be needed for US 101 final design.
    - Approve loan of \$570,000 from the Ventura County Regional Surface Transportation Program apportionment to the Tahoe Metropolitan Planning Commission (TMPO), with the repayment to occur in FY 2023/24, the earliest that funding is expected to be needed for US 101 final design.**Responsible Staff: Peter De Haan**

- 8E. [RESOLUTION APPROVING VENTURA COUNTY'S STATE OF GOOD REPAIR PROJECT LIST -PG.19](#)  
**Recommended Action:**
- *Adopt Resolution 2023-08 (Attachment 1) approving the project list for the FY 2023/2024 State of Good Repair funds for a total of \$1,547,984 and authorizing the Executive Director to submit all required documents to receive the funds.*
- Responsible Staff: Geiska Velasquez**
- 8F. [TRANSTRACK AGREEMENT -PG.23](#)  
**Recommended Action:**
- *Authorize the Executive Director to sign the four-year license agreement to purchase a customer service data and complaint tracking and response system provided by TransTrack for a total four (4) year cost of \$52,547.*
- Responsible Staff: Matt Miller**
- 8G. [BUS AND RAIL RIDERSHIP PERFORMANCE MEASURES REPORT -PG.51](#)  
**Recommended Action:**
- *Receive and file.*
- Responsible Staff: Aubrey Smith and Dolores Lopez**
- 8H. [RESOLUTION TO APPROVE YOUTH RIDE FREE PROGRAM-PG.57](#)  
**Recommended Action:**
- *Adopt Resolution 2023-09 (Attachment A) authorizing the Executive Director to execute all required documents including the Certifications and Assurances and Authorized Agent Form to approve the transfer of \$240,000 of LCTOP funds from the FY2019-2020 College Ride Program and to the FY2021-2022 Youth Ride Free Program.*
- Responsible Staff: Aubrey Smith**
- 8I. [MEMORANDUM OF UNDERSTANDING BETWEEN VENTURA COUNTY TRANSPORTATION COMMISSION \(VCTC\) AND SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY \(SCRRA\) FOR STATE TRANSIT ASSISTANCE \(STA\) FUNDING FOR THE SIMI VALLEY DOUBLE TRACK AND STATION IMPROVEMENT PROJECT-PG.61](#)  
**Recommended Action:**
- *Approve a Memorandum of Understanding with the Southern California Regional Rail Authority (SCRRA) to provide \$2,000,000 of State Transit Assistance (STA) Funding for the Simi Valley Double Track and Station Improvement Project.*
  - *Authorize the Executive Director to execute the Memorandum of Understanding contingent upon acceptance of any final edits from SCRRA.*
  - *Authorize the Director of Finance to reimburse \$2,000,000 to SCRRA for Simi Valley Double Track and Improvement Project*
- Responsible Staff: Aubrey Smith and Claire Grasty**
- 8J. [SANTA PAULA BRANCH LINE BUDGET AMENDMENT FOR FISCAL YEAR 2022/2023-PG.75](#)  
**Recommended Action:**
- *Approve an Amendment to Fiscal Year 2022/2023 Santa Paula Branch Line Program Budget to increase expenditures by \$16,450 for Salaries and Benefits and \$10,950 for Indirect Costs, decrease expenditures in Consultant Services by a corresponding \$27,400, increase the transfer-out of the SPBL Fund to the General Fund by \$27,400, and increase the transfer-in to the General Fund from the SPBL Fund by \$27,400.*
- Responsible Staff: Amanda Fagan**
- 8K. [SANTA PAULA BRANCH LINE RIGHT-OF-ENTRY PERMIT TEMPLATE -PG.77](#)  
**Recommended Action:**
- *Approve a Right-of-Entry agreement template, fee structure, and administrative approval process for temporary use on the Santa Paula Branch Line railroad right-of-way and*

*delay implementation of the new process for sixty (60) days while staff conducts public outreach.*

**Responsible Staff: Amanda Fagan**

**8L. [SANTA PAULA BRANCH LINE MONTHLY UPDATES FOR JULY AND AUGUST 2023 PG.-97](#)**

**Recommendation:**

- *Receive and file a report on Santa Paula Branch Line updates for the months of July and August 2023.*

**Responsible Staff: Amanda Fagan**

**8M. [LEGISLATIVE UPDATE - PG. 99](#)**

**Recommended Action:**

- *Receive and file.*

**Responsible Staff: Darrin Peschka**

**DISCUSSION CALENDAR:**

**9. [OXNARD HARBOR DISTRICT UPDATE- PG.113](#)**

**Recommended Action:**

- *Receive a presentation and update from the Oxnard Harbor District.*

**Responsible Staff: Martin Erickson**

**10. [CITY OF CAMARILLO GENERAL PLAN AMENDMENT 2019-1 CONSISTENCY REVIEW AND DETERMINATION PG.-115](#)**

**Recommended Action:**

- *The Ventura County Airport Land Use Commission (ALUC) hold a public hearing regarding consistency of the City of Camarillo General Plan Amendment (GPA) 2019-1 with the Ventura County Airport Comprehensive Land Use Plan (ACLUP).*
- *The Ventura County ALUC make a determination that the proposed General Plan Amendment is consistent with the Ventura County ACLUP.*

**Responsible Staff: Amanda Fagan**

**11. GENERAL COUNSEL REPORTS-**

**12. AGENCY REPORTS:**

**Southern California Association of Governments (SCAG)**

Primary: Commissioner Mike Judge

**Southern California Regional Rail Authority (Metrolink-SCRRA)**

Primary: Commissioner Tony Trembley

Alternate: Commissioner Daniel Chavez

**Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency (LOSSAN) aka Amtrak Pacific Surfliner**

Primary: Chair Bryan MacDonald

Alternate: Commissioner Jim White

**Coastal Rail Coordinating Council-CRCC**

Primary: Chair Bryan MacDonald

Alternate: Commissioner Jeff Gorell

**California Association of Councils of Governments**

Primary: Commissioner Mike Johnson

**California Vanpool Authority (CalVans)**  
Primary: Commissioner Jim White  
Alternate: Commissioner Mike Johnson

**13. ADJOURN to 9:00 a.m. Friday, October 6, 2023.**



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Item 8A

September 8, 2023

**MEETING MINUTES OF JULY 7, 2023, VCTC COMMISSION MEETING  
AT 9:00 A.M.**

**CALL TO ORDER:**

Immediate Past Chair Trembley called the regular meeting of the Ventura County Transportation Commission to order at 9:01 a.m. at the City of Camarillo, City Hall Chambers, 601 Carmen Drive, Camarillo, CA 93010. And via teleconference 500 Airport Way, Camarillo, CA.

**PLEDGE OF ALLEGIANCE** was led by Commissioner Judge.

**ROLL CALL/MEMBERS PRESENT:**

Tony Trembley, City of Camarillo  
Carrie Broggie, City of Fillmore  
Daniel Chavez, Citizen Rep., Cities **(Via Teleconference)**  
Jenny Crosswhite, City of Santa Paula  
Chris Enegren, City of Moorpark  
Suza Francina, City of Ojai  
Mike Johnson, City of Ventura  
Mike Judge, City of Simi Valley  
Vianey Lopez, County of Ventura  
Martha McQueen-Legohn, City of Port Hueneme  
Janice Parvin, County of Ventura  
Jim White, Citizen Rep., County

**ABSENT:**

Bob Engler, City of Thousand Oaks  
Matt LaVere, County of Ventura  
Jeff Gorell, County of Ventura  
Kelly Long, County of Ventura  
Bryan MacDonald, City of Oxnard  
Gloria Roberts, Caltrans District 7 Director

**4. PUBLIC COMMENTS – There were public comments from the following members of the community:**

Dave Wilkinson gave public comment regarding safety concerns along north Harbor Blvd. in Oxnard for commuters via vehicle and bike. Mr. Wilkinson stated rumble strips are very much needed for commuters who drive and bicycle along this road. Mr. Wilkson provided a handout to the commission regarding the safety concerns.

Tracy Stewart gave public comment on the continued concerns of the storage of rail cars along the Sespe Creek and the status on the plan to hold a meeting regarding this situation.

Susan King gave public comment regarding the continued concern of the rail car storage along the Sespe Creek neighborhood which she said has become a nuisance.

Cathy Lu gave public comment regarding the continued concern of the rail car storage along the Sespe Creek in their neighborhood.

Kristen Decas, CEO and Port Director gave public comment and shared the news of the Port of Hueneme being awarded an \$80 million grant. Ms. Decas stated the collaboration and support of the commission allowed for this grant to happen.

**5. CALTRANS REPORT** – There was no verbal July Caltrans report as Commissioner Roberts was absent from the July meeting.

**6. COMMISSIONERS/EXECUTIVE DIRECTOR REPORT** –

Commissioner Lopez asked about the outreach and update regarding the Transit Integration and Efficiency Study. Executive Director Martin Erickson stated staff will come back with an update on the TIES to the commission either in the September or October meeting.

Commissioner Johnson stated Gold Coast Transit District is currently going through a supervisor strike that started on July 1<sup>st</sup> as they are undergoing supervisor contract negotiations with GCTD. He hopes the negotiations can be resolved quickly so GCTD can resume regular service without interruptions.

Commissioner Trembley stated he attended the APTA Rail Conference and focused on those workshops dealing with transit public safety and transit security particularly from a standpoint of employees.

Mr. Erickson gave his executive director report to the commission as follows:

- VCTC just learned that VCTC received \$15 million from the State Port and Freight Infrastructure Program for the **Rice Avenue Grade Separation project**, which was announced at the Port of Long Beach Thursday afternoon.
- The Southern California Association of Governments (SCAG) notified VCTC of approval of four out of five applications submitted through the **Regional Early Action Planning County Transportation Commissions Partnership Program** for a total of \$3.7 million to VCTC. The SCAG Regional Council will consider for approval the final grant awards on July 6, 2023.
- On June 28, an **Amtrak Coast Starlight train derailed** after striking a vehicle on the tracks near Moorpark. Approximately 200 passengers were involved in the incident. VCTC, Moorpark City Transit, Simi Valley, Thousand Oaks Transit and Gold Coast Transit District assisted by sending vehicles to transport train passengers from the incident site to a reunification center in Moorpark.

**7. ADDITIONS/REVISIONS** –There were revisions to one consent agenda item. Executive Director Martin Erickson stated the changes for the record on the following agenda item as follows:

**8L. CELTIS OUTREACH CONTRACT AMENDMENT- The dollar amount in the recommendation is incorrect which states \$42,210.00. The correct dollar amount in the recommendation should state \$41,210.00. The dollar amount change also needs to be updated in the body of the report.**

**Recommendation:**

- Authorize the Executive Director to execute Amendment 1 to the Celtis Ventures contract for the Valley Express Community Outreach program to increase the not to exceed contract amount by \$1,210 for a total not to exceed contract amount of \$42,210.
- **Authorize the Executive Director to execute Amendment 1 to the Celtis Ventura contract for the Valley Express Community Outreach Program to increase the not to exceed contract amount by \$1,210 for a total not to exceed contract amount of \$41,210.**



**Commissioner Parvin** moved to approve consent agenda items 8A through 8K and the changes amending item 8L. CELTIS CONTRACT AMENDMENT. The motion was seconded by **Commissioner Judge** and passed unanimously.

## **8. CONSENT CALENDAR**

**Commissioner Parvin** moved to approve consent agenda items 8A through 8K and the changes amending item 8L. CELTIS CONTRACT AMENDMENT. The motion was seconded by **Commissioner Judge** and passed unanimously.

### **8A. APPROVE MINUTES OF JUNE 2, 2023, MEETING**

**Recommendation:**

- Approve the summary minutes of June 2, 2023.

### **8B. MONTHLY BUDGET REPORT**

**Recommendation:**

- Receive and file the monthly budget report for May 2023.

### **8C. CONTRACT AMENDMENT WITH CPS HR CONSULTING**

**Recommendation:**

- Approve the Contract Amendment #1 with CPS HR Consulting in the amount of \$68,840 and authorize the Executive Director to execute the contract amendment.

### **8D. TRANSPORTATION DEVELOPMENT ACT (TDA) AUDITS FOR FISCAL YEAR 2021/2022**

**Recommendation:**

- Receive and file the Transportation Development Act (TDA) Audits for Fiscal Year 2021/2022.

### **8E. CLEAN CITIES COALITION PARTNERSHIP AGREEMENT**

**Recommendation:**

- Approve a Clean Cities Coalition Partnership Agreement with the Southern California Association of Governments (SCAG)

### **8F. BIG DATA CONTRACT AWARD**

**Recommendation:**

- Approve an agreement with Iteris, Inc. to provide a probe-based data license and transportation analytics dashboard for the Transportation Data and Analytics Pilot Program.

### **8G. SANTA PAULA BRANCH LINE MONTHLY UPDATES FOR JUNE 2023**

**Recommendation:**

- Receive and file a report on Santa Paula Branch Line updates for the month of June 2023.

### **8H. RATIFICATION OF THE THIRD AMENDMENT TO THE VCTC COMMUTER TRAIN ACCESS AGREEMENT WITH UNION PACIFIC RAILROAD**

**Recommendation:**

- Ratify the Third Amendment to the VCTC Commuter Train Access Agreement with Union Pacific Railroad.

### **8I. UPDATE ON BYD BUSES FOR COASTAL EXPRESS SERVICE**

**Recommendation:**

- Receive and file an update on SBCAG's procurement of BYD electric buses for use on the Coastal Express service and approve the use of the Camarillo Metrolink Station parking lot as a location for joint charging stations for VCTC and City of Camarillo vehicles.

### **8J. CSUCI COOPERATIVE AGREEMENT- FISCAL YEAR 2023-2024 EXTENSION**

**Recommendation:**

- Approve Amendment No. 25 to the Cooperative Agreement between California University Channel Islands (CSUCI) and VCTC for Fiscal Year 2023-2024 bus service to CSUCI.

**8K. VALLEY EXPRESS COMMUNITY OUTREACH PROGRAM CONTRACT AWARD**

**Recommendation:**

- Recommend approval award of three-year contract for Community Outreach Program to Celtis Ventures, Inc. for an annual not to exceed amount of \$70,000 and authorize the Executive Director to negotiate all remaining terms of the contract for the Community Outreach Program in a form and substance approved by VCTC legal counsel

**8L. CELTIS OUTREACH CONTRACT AMENDMENT**

**Recommendation:**

- **Authorize the Executive Director to execute Amendment 1 to the Celtis Ventures contract for the Valley Express Community Outreach Program to increase the not to exceed contract amount by \$1,210 for a total not to exceed contract amount of \$41,210.**

**DISCUSSION CALENDAR:**

**9. LEGISLATIVE UPDATE**

**Recommendation:**

- Receive and file.

Darrin Peschka gave a PowerPoint presentation regarding the Legislative Update.

The commission received and filed the Legislative Update.

**10. RIDESHARE UPDATE**

**Recommendation:**

- Receive and file Rideshare update.

Claire Grasty gave a PowerPoint presentation on the Rideshare Update.

The commission received and filed the Rideshare Update.

**11. UPDATE ON GOLD COAST TRANSIT'S HYDROGEN FUELING PROJECT**

**Recommendation:**

- Receive an update from Gold Coast Transit District (GCTD) on their Hydrogen Fueling transition project.

Gold Coast Transit District General Manager Vanessa Rauschenberger and Director of Maintenance Operations James Beck gave a PowerPoint presentation to the commission on their Hydrogen Fueling transition project.

The commission received and filed the presentation.

**12. 2023 VCTC INTERCITY AND VALLEY EXPRESS SURVEY**

**Recommendation:**

- Receive and file.

Erin Kenneally gave a PowerPoint presentation to the commission regarding the 2023 VCTC Intercity and Valley Express Survey report.

The commission received and filed the presentation.

**13. VCTC GENERAL COUNSEL'S REPORT:** There were none.

**14. AGENCY REPORTS:**

**Southern California Association of Governments (SCAG Regional Council)**

Primary: Commissioner Mike Judge

Commissioner Judge shared good news from SCAG as VCTC was awarded through the REAP 2.0 Grant \$3.7 million.

**Southern California Regional Rail Authority (Metrolink-SCRRRA)**

Primary: Commissioner Tony Trembley

Alternate: Commissioner Daniel Chavez

Commissioner Trembley stated Metrolink adopted its budget for the upcoming Fiscal Year.

**Los Angeles-San Luis Obispo (LOSSAN) Rail Corridor Agency (Amtrak Pacific Surfliner)**

Primary: Chair Bryan MacDonald

Alternate: Commissioner Jim White

None.

**Coastal Rail Coordinating Council**

Primary: Chair Bryan MacDonald

Alternate: Commissioner Jeff Gorell

None.

**California Association of Councils of Governments**

Primary: Commissioner Mike Johnson

Commissioner Johnson reiterated Ms. Peschka's Legislative Update regarding the extra money approved in the state budget and stated it is nice to have a bit more flexibility.

**California Vanpool Authority (CalVans)**

Primary: Commissioner Jim White

Alternate: Commissioner Mike Johnson

Commissioner White stated the next CalVans meeting will be held July 13<sup>th</sup>.

Executive Director Martin Erickson acknowledged Amanda Fagan and her team for the good work in obtaining the funds through the REAP grant.

**15. ADJOURNED** to the next Ventura County Transportation Commission meeting of September 8, 2023, at 9:00 a.m.



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Item 8B

**September 8, 2023**

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: SALLY DEGEORGE, FINANCE DIRECTOR**

**SUBJECT: MONTHLY BUDGET REPORT**

**RECOMMENDATION:**

- Receive and file.

**DISCUSSION:**

Staff is still performing the lengthy yearend closing process of the prior fiscal year which historically does not occur until the end of September. In order to give the Commission an accurate monthly budget report, the July and August monthly budget reports will be included as part of the next month's agenda.

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



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Item 8C

September 8, 2023

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: MARTIN ERICKSON, EXECUTIVE DIRECTOR**  
**SUBJECT: RESOLUTION TO HONOR THE PORT OF HUENEME'S 10<sup>TH</sup> ANNUAL BANANA FESTIVAL**

**RECOMMENDATION:**

It is recommended that the Ventura County Transportation Commission ("Commission") approve a resolution honoring the Port of Hueneme's 10<sup>th</sup> Annual Banana Festival as an educational, entertaining and admission-free community event that showcases the Port's significant economic contributions to Ventura County and the West Coast.

**DISCUSSION:**

Each year, the Port of Hueneme graciously and enthusiastically hosts the Banana Festival, inviting the community to take tours of the port, enjoy live music and children's activities, and, of course, sample banana-themed treats. The festival highlights the Port's status as the number one importer of bananas on the West Coast and for the positive economic impact the Port continues to have in Ventura County. The festival also spotlights the hardworking Port employees who keep cargo moving. VCTC and the Port of Hueneme have enjoyed a long and positive partnership, working together to improve freight movement, reduce congestion and improve air quality in Ventura County. In 2022, VCTC hosted a booth at the Banana Festival, which provided VCTC staff an opportunity to meet hundreds of community members and share information about VCTC services. This year, VCTC is proud to be a sponsor of the 10<sup>th</sup> annual festival and again will participate in the celebration on September 30 in Port Hueneme.

For these reasons, staff recommends that the Commission adopt resolution 2023-07 honoring the Port of Hueneme's 10<sup>th</sup> Annual Banana Festival.

**RESOLUTION NO. 2023-07**

**A RESOLUTION OF THE VENTURA COUNTY TRANSPORTATION COMMISSION TO HONOR THE PORT OF HUENEME'S 10<sup>TH</sup> ANNUAL BANANA FESTIVAL**

**WHEREAS**, the Port of Hueneme has an 86-year history in Ventura County.

**WHEREAS**, the Port of Hueneme provides \$2.2 billion in overall economic impact to Ventura County and Southern California;

**WHEREAS**, the Port of Hueneme provides more than 20,000 direct, indirect, induced and influenced jobs regionally;

**WHEREAS**, the Port of Hueneme is the number one importer of bananas on the West Coast; and

**WHEREAS**, the Port of Hueneme annually invites the community to the Banana Festival, a family-friendly, free-admission event that showcases the Port's positive economic impact and the hardworking staff who keep cargo flowing smoothly.

**NOW, THEREFORE, BE IT RESOLVED BY THE VENTURA COUNTY TRANSPORTATION COMMISSION:**

1. The Ventura County Transportation Commission does hereby honor the Port of Hueneme's 10<sup>th</sup> Annual Banana Festival for providing an educational and entertaining free community event that showcases the Port's significant economic impact and the hard-working staff who keep cargo moving.

**PASSED, APPROVED, AND ADOPTED** this 8th day of September 2023.

\_\_\_\_\_  
BRIAN MACDONALD, Chair, VCTC

**ATTEST:**

\_\_\_\_\_  
Roxanna Ibarra, Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steve Mattas, General Counsel





Item 8D

September 8, 2023

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

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

**SUBJECT: SURFACE TRANSPORTATION PROGRAM (STP) LOANS TO THE BAY AREA METROPOLITAN TRANSPORTATION COMMISSION AND THE TAHOE METROPOLITAN PLANNING ORGANIZATION**

**RECOMMENDATION:**

- Approve loan of \$9,275,000 from the Ventura County Regional Surface Transportation Program apportionment to the Metropolitan Transportation Commission (MTC) of the Bay Area, with the repayment to occur in FY 2023/24, the earliest that funding is expected to be needed for US 101 final design.
- Approve loan of \$570,000 from the Ventura County Regional Surface Transportation Program apportionment to the Tahoe Metropolitan Planning Commission (TMPO), with the repayment to occur in FY 2023/24, the earliest that funding is expected to be needed for US 101 final design.

**BACKGROUND:**

Under federal law, Surface Transportation Block Grant (STBG) funds apportioned to California lapse if not used within three years. By state law, California distributes a part of its STBG apportionment to counties by formula under the Regional Surface Transportation Program (STP). State law also applies the three-year lapse rule to the STP apportionments of each county. However, based on the direction from the Federal Highways Administration, as described to the Commission at the May meeting, the apportionments for SCAG region are now combined into a single "pot" rather than being tracked separately by county, with SCAG taking a more active role going forward in selecting projects. Therefore, the 3-year lapsing rule for STP applies to the SCAG region as a whole and no longer to VCTC.

VCTC's policy is that the US 101 improvement early action items project is the priority for STP and State Transportation Improvement Program (STIP) funds, and therefore all STP funds currently available to program were already programmed by VCTC to US 101, prior to the effective date of the new policy. Therefore, SCAG has requested VCTC concurrence with approval of loans that use the money programmed for US 101. By loaning to other regions the funds that VCTC is not yet ready to use, SCAG and VCTC are helping to ensure that California as a state maximizes its use of federal apportionments on an annual basis.

For information, the following are the outstanding STP loans previously approved by VCTC, with all of these loans also due for repayment in FY 23/24:

Sacramento Area Council of Governments: \$12,393,705

San Bernardino County: \$14.3 million

The Metropolitan Transportation Commission, a multi-county Metropolitan Planning Organization (MPO) serving the Bay Area, and the Tahoe Metropolitan Planning Organization, a multi-county MPO in the Lake Tahoe Area, have both approached SCAG and VCTC to request a loan for funds that are needed for ready-to-go projects.

### **DISCUSSION**

As with the prior loans, the only risk to VCTC and SCAG would be that in the event of a severe federal cutback, the apportionments to the MPOs receiving the loans apportionments would be cut, and the repayment to SCAG for VCTC's project would be delayed. It is difficult to predict what federal changes could occur between now and 2023. However, since MTC's apportionment is approximately \$114 million per year, and TMPO's apportionment is about \$2.3 million per year, the cutback would have to be rather large to prevent these two agencies from repaying \$9,275,000 million and \$570,000, respectively.



September 08, 2023

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: GEISKA VELASQUEZ, PROGRAM ANALYST**  
**SUBJECT: RESOLUTION 2023-08 APPROVING VENTURA COUNTY'S FISCAL YEAR (FY) 2023/2024 STATE OF GOOD REPAIR PROJECT LIST**

**RECOMMENDATION:**

- Adopt Resolution 2023-08 (Attachment 1) approving the project list for the FY 2023/2024 State of Good Repair funds for a total of \$1,547,984 and authorizing the Executive Director to submit all required documents to receive the funds.

**BACKGROUND:**

Senate Bill 1 (SB1), signed into law in April of 2017, provides a steady source of revenue from the Transportation Improvement Fee on vehicle registrations (approximately \$105 million annually statewide) to rehabilitate and modernize existing local transit systems. This investment in public transit is called the State of Good Repair Program (SGR) and funds are distributed to local agencies using the same formula as State Transit Assistance (STA). Table 1 provides a breakdown of the available FY 2023/2024 SGR funding for Ventura County:

Agency	SCO August SGR Estimate (PUC 99314)	SCO August SGR Estimate (PUC 99313)
City of Camarillo	\$8,281.00	
Gold Coast Transit District	\$47,109.00	
City of Moorpark	\$3,308.00	
City of Simi Valley	\$12,872.00	
City of Thousand Oaks	\$4,672.00	
VCTC (attributable to SCRRA/Metrolink)	\$139,987.00	
VCTC		\$1,331,755.00

**DISCUSSION:**

As Ventura County's Regional Transportation Planning Agency (RTPA), the VCTC is required to compile and forward to Caltrans a combined list of eligible projects for the region proposed to be funded with State of Good Repair funds. VCTC will then receive and sub-allocate the SGR funds to transit operators in the amounts claimed according to the published August SCO estimates above. Due to the significant reporting requirements and relatively small funding amounts, the city of Moorpark has declined to submit a project to use their FY 2023/24 SGR funds, therefore their apportionments are added to the Valley Express bus purchase.

## Project Selection

State of Good Repair funds are made available for capital projects that maintain the public transit system in a “state of good repair” or condition in which a capital asset can operate at a full level of performance. Eligible SGR Projects include:

- transit capital projects or services to maintain or repair existing vehicles, transit or transit maintenance facilities;
- the design, acquisition and construction of new vehicles, transit facilities, maintenance facilities or equipment that improve existing transit services; and
- transit services that complement local efforts for repair and improvement of local transportation infrastructure.

The proposed FY 2023/2024 State of Good Repair projects for Ventura County, as proposed by local operators and meeting with SGR guidelines, are listed in Table 2 below:

**Table 2. State of Good Repair Ventura County Project List for FY 2023/2024 SGR Funds.**

Agency	Project Title	Project Description	Proposed SGR Funding
City of Camarillo	Replacement of one (1) minivan	SGR funds to match funds for Replacement paratransit van purchase per TAM Plan.	\$ 8,281
Gold Coast Transit District	Bus Stop Improvements	SGR funds to match funds for the replacement of a fixed route bus (CNG)	\$ 47,109
City of Simi Valley	Bus Stop Improvements	Purchase and installation of bus stop signage and amenities, and renovation of existing bus stops; approved in the City's 5 Year Capital Improvement Plan (CIP).	\$ 12,872
Thousand Oak	Bus and Car Wash Project	SGR funds to match funds for the replacement of the bus and car wash to a new location in Thousand Oaks	\$ 4,672
SCRRA/Metrolink (99314)	FY23 Systemwide Track Rehabilitation	Systemwide Track Rehabilitation to address recurring requirements to sufficiently rehabilitate aging infrastructure; Surfacing Program to restore track profiles and cross-section; and Infrastructure planning and data collection for condition assessments.	\$ 139,987
Ventura County Transportation Commission (99313 and Moorpark 99314)	Valley Express 15 Bus Purchase	Purchase of fifteen (15) replacement cutaway buses for Valley Express	\$ 1,335,063
<b>TOTAL</b>			<b>\$ 1,547,984</b>

SCRRA/Metrolink PUC 99314 revenue formula funds based upon the portion of Metrolink’s service within Ventura County in the amount of \$139,987 will contribute funding to projects in SCRRA’s Systemwide Track Rehabilitation program.

VCTC’s PUC 99313 population formula funds of \$1,331,755 will fund the Valley Express 15 Bus purchase project as approved by the Commission on December 2, 2022, as part of the “Congestion Mitigation and Air Quality (CMAQ) / Transportation Development Act Article 3 / State of Good Repair” Call for Projects.

Staff has reviewed the projects submitted by local transit operators for their revenue formula funds (PUC 99313) and determined the projects are consistent with the requirements of the SGR program. Therefore, staff recommends the Commission adopt Resolution #2023-08 approving the list of SGR projects for FY 2023/2024 State of Good Repair funds and authorizing the Executive Director to submit all required documents to receive the funds.

**RESOLUTION #2023-08**

**A RESOLUTION OF THE VENTURA COUNTY TRANSPORTATION COMMISSION  
APPROVING THE PROJECT LIST TO RECEIVE  
FY 2023/2024 CALIFORNIA STATE OF GOOD REPAIR PROGRAM FUNDS**

**WHEREAS**, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017, established the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital projects to maintain the public transit system in a state of good repair; and

**WHEREAS**, to be eligible for State of Good Repair funding, each year all potential recipient agencies are required to provide the Regional Transportation Planning Agency a list of projects proposed to be funded with their State of Good Repair apportionment, and

**WHEREAS**, the Ventura County Transportation Commission, as the Regional Transportation Planning Agency, is required to compile and submit the list of eligible projects for the region to Caltrans for their approval allowing the State Controller's Office to release the funds, and

**WHEREAS**, the Ventura County Transportation Commission receives and distributes State of Good Repair funds to project sponsors for eligible transit capital projects; and

**WHEREAS**, local transit operators have submitted their proposed project lists to the Ventura County Transportation Commission; and

**WHEREAS**, VCTC has determined the projects listed in Exhibit A are consistent with the adopted 2023 SGR Program Guidelines.

**NOW, THEREFORE, BE IT RESOLVED** that the Ventura County Transportation Commission approves the region's State of Good Repair project list in Exhibit A for Fiscal Year 2023/2024 State of Good Repair Program Funds.

**NOW, THEREFORE, BE IT RESOLVED** the Ventura County Transportation Commission agrees to comply with the requirements of the SGR Program.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Executive Director of the Ventura County Transportation Commission is authorized to execute all required documents to receive the funds.

PASSED AND ADOPTED on this 8<sup>th</sup> day of September 2023 by VCTC action.

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

ATTEST:

\_\_\_\_\_  
Roxanna Ibarra, Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven Mattas, General Counsel

**Exhibit A**

**Table 2. State of Good Repair Ventura County Project List for FY 2023/2024 SGR Funds.**

Agency	Project Title	Project Description	Proposed SGR Funding
City of Camarillo	Replacement of one (1) minivan	SGR funds to match funds for Replacement paratransit van purchase per TAM Plan.	\$ 8,281
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<b>TOTAL</b>			<b>\$ 1,547,984</b>



Item 8F

September 8, 2023

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: MATT MILLER, PROGRAM MANAGER**  
**SUBJECT: AGREEMENT WITH TRANSTRACK TO PURCHASE CUSTOMER SERVICE DATA MANAGEMENT SYSTEM**

**RECOMMENDATION:**

- Authorize the Executive Director to sign the four-year license agreement to purchase a customer service data and complaint tracking and response system provided by TransTrack for a total four (4) year cost of \$52,547.

**BACKGROUND:**

The Regional Transit Information Center (RTIC) is staffed by two permanent Customer Service Assistants and their main responsibilities are to assist transit passengers, over the phone and through emails, with countywide route/trip planning, selling/accounting of bus passes, and recording and tracking complaints and commendations about the VCTC Intercity Transit and the Valley Express Transit programs.

Currently, the recording and tracking of public complaints is a multi-step process that includes complaint intake by the RTIC staff by filling out a complaint form, transferring the information to an Excel based spreadsheet, sending the complaint information to our contractor for investigation, receiving the results of the investigation and re-entering information into a spreadsheet. The cumbersome process of responding to public complaints can lead to poor response times, losing track of complaints and information, and ultimately frustrated passengers and poor passenger experience.

To improve this process and improve the passenger experience, staff have determined that a customer relationship management (CRM) software specific to transit should be implemented.

**DISCUSSION:**

The City of Thousand Oaks released an request for proposals (RFP) for Customer Service Data Management System for Transit Services and included options for other agencies to contract with the selected firm for these services. The firm selected was TransTrack, a CRM software as a service program specific to transit. VCTC budgeted for this software in the FY24 budget and has negotiated with TransTrack on the license agreement, which is included as an attachment.

The program will be in a centralized location to house and track all passenger related comments, feedback and complaints. It will be used by VCTC staff and VCTC contractor staff to record information and actions taken seamlessly within the same system therefore reducing response times and leading to a more accurate way of maintaining information. The system will also be capable of running reports for staff to examine and determine if aspects of the Intercity Transit or Valley Express programs are receiving multiple complaints and should be targeted for improvements. The system should help staff be more efficient and most importantly, provide improved customer service to our patrons.



## **END-USER SOFTWARE LICENSE, TRAINING AND IMPLEMENTATION SUPPORT AGREEMENT**

**PARTIES:** TRANSTRACK SYSTEMS® Inc.  
5265 Rockwell Drive, NE  
Cedar Rapids, IA 52402  
("Licensor")

(VCTC) Ventura County Transportation Commission  
751 E. Daily Drive, Suite 420  
Camarillo, CA 93010  
("Licensee")

**DATE:** September 8, 2023

**PLACE:** Camarillo, CA

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### **RECITALS**

- A. Licensor is in the business of developing and licensing the web-based TransTrack Manager® application, available on-line to transit agencies for transit industry Business Intelligence data collection, processing and reporting; and
- B. Licensee desires to implement a Data Management System; and
- C. Licensee desires to obtain a license for the TransTrack Manager® software application available online and services and training support for the software, as well as development of custom imports and reports.

NOW, THEREFORE, the parties agree as follows:

### **ARTICLE I. GRANT OF LICENSE**

1. Grant of License. Subject to all the terms and conditions of this Agreement ("License"), and in consideration of the covenants and representations set forth herein, Licensor grants to Licensee a personal, non-exclusive, non-transferable right and license to the TransTrack Manager® application, with no right to sublicense. The TransTrack Manager® application is described in detail in Exhibit A attached hereto and incorporated by reference ("Software"). The License is granted solely under the conditions contained herein, and Licensee accepts such grant. The term of the License is set forth in Article IV, Section 6 below. This License and the use of the

Software may not be assigned by the Licensee, without the prior written consent of the Licensor. The License, the Software, and user documentation and training materials may not be disclosed, sublicensed, published, released or transferred to another party by Licensee without the prior written consent of Licensor, or except as provided in this License, or by reason of law required of Licensee by State regulations.

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4. Restrictions. The Software may not be rented, loaned, leased, sublicensed, sold or distributed by Licensee to any person, entity, corporation, municipality or agency thereof, except for designated representatives of the Licensee. Licensee may not alter proprietary notices, labels, or markings on the Software whether on the Domain or elsewhere. Licensee may not modify, translate, reverse engineer, disassemble, or decompile the Software. Access to the Domain may not be assigned or utilized by any other entity or persons other than Licensee and designated representatives of the Licensee. Shared access to the Software will be provided with separate pass codes given by Licensor to the Licensee and representatives of the Licensee. The Licensee shall own data ("Data") input into the Software by the Licensee.
5. Documentation. Licensor shall supply complete Documentation necessary for Licensee to use the Software effectively. Documentation includes, but is not limited to, user manuals and file descriptions. Licensee shall have the right, as part of the License granted herein, to make as many additional copies of the Documentation for its own use as it may reasonably determine it needs.

## **ARTICLE II. TRAINING, IMPLEMENTATION AND SUPPORT SERVICES**

1. Set-Up and Training Services. In connection with the grant of the License, Licensor shall provide Licensee with certain initial user training, implementation and initial set-up services so that the Software will conform to the organizational needs and business logic requirements of the Licensee. These services are set forth in the Implementation Set-Up and Training

Services described in Exhibit "B" attached hereto and incorporated by reference.

With respect to the Set-Up and Training Services, the Customization and Programming Services, and the Support Services which are set forth in Sections 1, 2, and 3 of this Article II, Licensor warrants that all such Services, which are more fully described in Exhibits B, C, and D of this License, shall be performed in a skillful and competent manner which meets or exceeds the industry standards for experienced consultants providing similar services to those provided hereunder. Licensor represents that its employees have all qualifications and approvals of whatever nature that are required to perform such Services.

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3. Maintenance and Support Services. Licensor shall provide on-going technical assistance, training and support services to the Licensee as described in Exhibit "D" attached hereto and incorporated by reference.

4. Reports. Licensor shall provide Licensee with the reports containing the information at the times and in accordance with the list provided in Exhibit "E" attached hereto and incorporated by reference. Licensor will prepare and deliver to Licensee such other reports in such formats and at such times as are reasonably requested by Licensee, provided that Licensee agrees to pay the related reasonable incremental costs incurred by Licensor for preparing these other reports, which costs shall be estimated by Licensor at Licensee's request. Licensee will review all reports delivered to it for accuracy within 14 days of delivery, as specified in Exhibit E, and will notify Licensor of any "**material errors**", defined as errors, omissions or discrepancies discovered in any report referenced in Exhibit E. In the event of any material error in a custom report requested by Licensee, Licensor will use commercially reasonable efforts to correct the material error. In the event Licensor is unable to do so, after a reasonable period of time and in its sole discretion, it will return any fees already paid by Licensee for the customization and will not require payment of any fees related to correction of the error if already presented to Licensee in the form of an invoice. Notwithstanding anything contained herein with respect to damages, remedies and liability, THE RETURN OF FEES OR THE FORBEARANCE TO COLLECT ANY FEES RELATED TO ERROR CORRECTION IN CUSTOM REPORTS WILL BE THE SOLE AND EXCLUSIVE REMEDY OF LICENSEE FOR THE INABILITY OF LICENSOR TO CORRECT ERRORS.

### **ARTICLE III. FEES AND LICENSEE RESPONSIBILITIES**

1. Payment of Fees and Costs. Licensee agrees to pay Licensor licensing and service fees as described in Exhibit "F", attached hereto and incorporated by reference. These licensing and service fees are for the License described in Article I, and training, set-up services, customized programming services, ISP and on-going support services described in Article II. All amounts due from Licensee shall be paid in accordance with the schedule referenced in Exhibit "F." Upon receipt of an invoice from Licensor, Licensee shall, within thirty (30) days, review the invoice and pay all approved charges for services that have been provided to Licensee.
2. Default by Licensee in Payment of Fees. Should Licensee either fail to make the payments set forth in Exhibit "F" within 30 days from the date of invoice to Licensee or dispute any charges on such statement, the Licensor shall send a written notice of delinquency in the manner set forth in Article IV, Section 8(K). If payment for undisputed charges has not been received after ten (10) days from the date of the written notice to Licensee specifying the delinquency, Licensor shall have the right to terminate this License and all rights granted herein and seek damages and injunctive relief for the breach thereof.

3. Responsibilities of the Licensee. Licensee agrees to name a Project Manager/System Administrator with responsibility for taking reasonable action to ensure a timely implementation set-up and training by Licensor of Licensee's staff. Licensee is responsible for assigning security access to the Software and data of the Licensee. Licensee understands that satisfactory performance of the Software requires: up to date Microsoft Edge, Chrome, Firefox, or similar modern browsers. Licensee is responsible for providing the hardware and appropriate software and operating systems specified herein.
4. No Other Terms. Except as explicitly provided in this License, no other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, will form a part of this License or have any legal effect whatsoever. Without limiting the generality of the foregoing, Licensor will not be bound by any standard or printed or referenced terms produced by Licensee, including but not limited to those terms included or referenced in any of Licensee's purchase orders. Licensee expressly acknowledges that no provisions, representations, undertakings, agreements, regarding the products or services to be provided hereunder, have been made, other than those contained in this License.

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- A. Definition of Confidential Information. The parties acknowledge that in connection with their respective rights and responsibilities under this License, each will have access to the others' confidential and proprietary information ("Confidential Information"). Licensor's Confidential Information includes the Software and all copies and partial copies thereof, including its proprietary function, logic and structure, the Documentation, and any other information of a competitive, sensitive or proprietary nature, such as, but not limited to, any non-public information relating to Licensor's internal procedures, customers, personnel, incidents, financial information and other results. Licensee's Confidential Information includes the Data, as defined in Article I, Section 4 of this License Agreement, and any information of a competitive, sensitive or proprietary nature, such as, but not limited to, any non-public information relating to Licensee's internal procedures, customers, personnel, incidents, financial information and other results. For purposes hereof, the parties acknowledge and agree that, except as otherwise provided in subsection 1(D) of this Article IV, Licensee's Confidential

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- C. Compelled Disclosure. In the event that either Party becomes legally compelled to disclose the other Party's Confidential Information, the compelled Party shall provide the other Party with at least five (5) business days written notice (or, if such notice period is impracticable, prompt notice) so that the other Party may seek a protective order or other appropriate remedy. If the other Party is unable to obtain a protective order or other appropriate remedy, then the receiving Party may disclose the disclosing Party's Confidential Information requested but only that minimum amount of Confidential Information required to comply with the legal request as advised by the receiving Party's legal advisor.
- D. Exclusions from Confidential Information. For purposes of this subsection, Confidential Information shall not be deemed to include any information that (i) is or subsequently becomes publicly available other than through either Party's breach of any duty owed the other Party; (ii) was lawfully known to the receiving Party prior to disclosure in connection with this License; or (iii) became known to the receiving Party from a third party other than by breach of a duty of confidentiality; or (iv) information that is required to be disclosed pursuant to the California Public Records Act.

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3. Equitable Remedies. Each of the parties acknowledges and agrees that its failure to comply with the terms of Section 2, 3 and 4 of Article I and Section 1 of Article IV will result in immediate and irreparable damage to the other party. Each of the parties acknowledges and agrees that there is no adequate remedy at law available to the other party for such failure and in the event thereof, the non-breaching party shall be entitled to seek equitable relief in the way of a temporary restraining order, an injunction and such other relief as a court of competent jurisdiction may deem proper,

without the necessity of posting a bond or similar security.

4. WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO THE SERVICES TO BE PERFORMED IN ACCORDANCE WITH ARTICLE II, SECTION 1 ABOVE, LICENSOR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, ANY THIRD PARTY SOFTWARE, ANY HARDWARE OR EQUIPMENT, THE SERVICES RENDERED BY ITS PERSONNEL, OR THE RESULTS OBTAINED FROM THE WORK OF ITS PERSONNEL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312 OF THE UNIFORM COMMERCIAL CODE OR ANY COMPARABLE STATE STATUTE. LICENSEE FURTHER UNDERSTANDS AND AGREES THAT IT IS GRANTED THIS LICENSE ON AN "AS IS" "WHERE IS" BASIS. FURTHER, LICENSOR DOES NOT WARRANT THAT: (I) THE SOFTWARE OR ANY CUSTOM SOFTWARE WILL MEET ALL OR ANY OF LICENSEE'S PARTICULAR REQUIREMENTS; (II) THAT THE SOFTWARE OR ANY CUSTOM SOFTWARE WILL OPERATE ERROR FREE OR UNINTERRUPTED; OR (III) ALL PROGRAMMING ERRORS IN THE SOFTWARE OR ANY CUSTOM SOFTWARE CAN BE FOUND OR CORRECTED.
  
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6. Term and Termination. This term of this License shall commence on the date of complete execution by both parties and continue through June 30, 2027. After June 30, 2027, the License may be renewed at the request of Licensee for an additional one (1) year period in exchange for the payment for an extension of the annual maintenance and support service fees set forth in the attached Exhibits. The license right to use the Software are only valid and available for the Licensee use during the original contract term and any fully paid-up annual maintenance and support service renewal periods. Upon prior written notice, either party may terminate this License if the other party becomes insolvent, ceases doing business in its regular course, files a petition in bankruptcy or is subject to the filing of an involuntary petition for bankruptcy which is not rescinded within a period of ninety (90) days, or fails to cure a material breach of any term or condition of this License within thirty (30) days of receipt of written notice specifying such breach and demand for cure. Notwithstanding the foregoing, however, failure by Licensee to timely pay undisputed or disputed fees under this License shall be subject to shorter termination periods as specified in Article III, Sections 1 and 2 above. Data within the system after termination will be purged 30 days after final invoice. Either Party may terminate this Agreement, with or without cause, upon 90 days' prior written notice.

7. Insurance and Escrow Agent

- A. Escrow. After execution of this License, and subject to payment of the appropriate fees by Licensee (set forth in Exhibit F), Licensor will deposit and maintain with an escrow agent the source code for the Software and related documentation ("Escrowed Materials"), pursuant to an agreement for escrow services with an Intellectual Property Escrow Agent ("Escrow Agent"). Licensee shall be named a beneficiary under the agreement with the Escrow Agent. It shall be the responsibility of Licensee to procure third-party software in order to use the Escrowed Materials. The events which would allow Licensee to receive the Escrowed Materials from the Escrow Agent shall be: (i) the bankruptcy or dissolution of Licensor; (ii) a court order requiring the Escrow Agent to release the Escrowed Materials; or (iii) a request of Licensor. In the event of a release to Licensee of the Escrowed Materials, Licensee shall be granted a royalty free license to access, use, digitally perform and execute the Escrowed Materials in furtherance of the purpose of this License.
- B. Insurance. Licensor will obtain and maintain during the Term: (i) Commercial General Liability Insurance, including products, completed operations liability and personal injury, advertising liability and contractual liability with a minimum \$1,000,000 per occurrence with a \$2,000,000 general aggregate; (ii) Commercial Automobile Liability

Insurance with a minimum combined single limit of \$1,000,000 per

Occurrence for bodily injury and property damage; and (iii) Errors and Omissions Insurance with a limit of liability not less than \$1,000,000. Licensor will also provide a program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code for applicable state of employee residence, including Employer's Liability, covering all persons providing services on behalf of the Licensor and all risks to such persons under this License. Licensee will be a named Additional Insured on Licensor's Commercial General Liability Insurance policy.

- C. Primary Coverage. For any claims related to this contract, the Vendor's insurance coverage shall be primary and non-contributory. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies.
- D. Waiver of Subrogation. Vendor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Vendor may acquire against the Entity by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
- E. Cyber Liability. Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

## 8. General.

- A. Relationship of the Parties. In performing their respective obligations hereunder, each of the parties shall operate as and have the status of an independent contractor and shall not act as or be an agent, partner, or employee of the other party. Neither party shall have any right or authority to assume or create obligations of any kind or to

make any representations or warranties on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

- B. Force Majeure. Neither party shall be deemed in default of this License to the extent that performance of the party's respective obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other cause beyond the reasonable control of such party, provided that such party gives the other party written notice of the condition within ten (10) business days of discovery thereof. If proper notice is given, the time for performance or cure shall be extended for a period equal to the duration of the force majeure event or circumstance described in the notice.
- C. Assignment and Binding Effect. Licensee may not assign, bargain, sell, transfer, sublicense, convey, hypothecate or pledge the rights and licenses granted to it herein without the prior written consent of Licensor. Licensor may, with notice to Licensee, assign this License either in its entirety or in partial form to a successor in interest by way of merger, acquisition, spin-off, or consolidation, or to an entity with which it enters into an outsourcing agreement with respect to the maintenance and support obligations for the Software. This License shall be binding upon and inure to the benefit of any permitted successors or assigns.
- D. Sole License. This License, including the recitals and the attached exhibits and any other attachment incorporated herein by reference,

sets forth the entire License and understanding of the parties relating to its subject matter, and supersedes and merges all prior and contemporaneous agreements, negotiations and understandings between the parties, whether oral or written. Neither Licensee nor Licensor shall be bound by any oral agreement or representation irrespective of by whom or when made. No change or modification to this License will be binding unless it is in writing and signed by authorized representatives of Licensor and Licensee.

- E. Legal Costs and Expenses. If any action or proceeding, including non-binding mediation, is brought to enforce any of the terms of this License, the prevailing party shall be entitled to recover all of its reasonable costs and expenses incurred in such proceeding, including but not limited to, reasonable attorney's fees.
  
- F. Severability. In the event that any provision of this License is determined by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable under applicable laws or regulations, either such provision shall be deemed amended to conform to such laws or regulations without materially altering the intention of the parties, or it shall be deleted and the parties shall negotiate in good faith to replace such provision. In such event, the remainder of this License shall continue in full force and effect unless, after the provisions deemed to be illegal, invalid or unenforceable are removed, the remainder of the License's terms make it commercially impracticable to continue in the opinion of either Party. In such event, the License will terminate without any liability on the part of either Licensee or Licensor.
  
- G. Waiver. The waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any other occasion. Either party may elect to continue performance notwithstanding such breach by the other party, but such performance shall not constitute a waiver of such breach nor otherwise limit the non-breaching party's remedies. No waiver of any provision of this License shall be effective unless in writing and signed by the party against whom it is sought to be enforced.
  
- H. Authority. Licensor and Licensee warrant and represent that they are free to enter into and fully perform this License, that all required authorizations have been procured prior to execution of this License, and that the parties designated as signatories of Licensor and Licensee each have the requisite authority to do so.

- I. Alternative Dispute Resolution. Prior to commencement of any civil legal proceedings, specifically excluding injunctive relief authorized hereunder, to enforce the obligations of a party under the terms of this License, a party must submit the controversy or claim for mediation to an independent mediator selected by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"). All proceedings shall be administered by JAMS in accordance with their then current rules. If there is any inconsistency between the terms of this License and any such JAMS rule, the terms and procedures set forth herein shall control. Venue of the mediation shall be Los Angeles County, California. All statutes of limitation applicable to any claim or dispute hereunder shall apply to any mediation proceeding. All discovery activities shall be expressly limited to matters directly relevant to the dispute or claim being mediated. No provision hereof shall limit the right of any party to obtain provisional or ancillary remedies, including without limitation, injunctive relief, attachment, or the appointment of a receiver, from a court of competent jurisdiction before, after or during the pendency of any mediation. Mediators must be active members of the California State Bar or retired judges of the state or federal judiciary of California, with expertise in the substantive laws applicable to the subject matter brought before the mediator. To the maximum extent practicable, JAMS, the mediator, and the parties shall take all action required to conclude any mediation proceeding within 180 days of the filing of the dispute with JAMS. Should the parties be unable to resolve the dispute or claim in accordance with this stated procedure, a civil action may be commenced under the laws of the State of California. This alternative dispute resolution provision shall survive termination, amendment, or expiration of this License.
  
- J. Governing Law. This License shall be governed in accordance with the laws of the State of California. Venue shall be in Los Angeles County.
  
- K. Notices. Any notice required or permitted by this License shall be in writing and shall be properly addressed to the other party at the following address or to such other address as may be provided in writing by either party from time to time, shall be sent by any recognized commercial overnight courier or United States registered or certified mail, postage prepaid, return receipt requested, and shall be concurrently sent by facsimile:

**To Licensor:** TransTrack Systems®, Inc.  
Attn: Legal  
5265 Rockwell Drive, NE

Cedar Rapids, IA 52402


**To Licensee:** Ventura County Transportation Commission  
(VCTC)  
950 County Square Drive, Ste. 207  
Ventura, CA 93003  
Attention: Matt Miller  
Facsimile:805.642.1591  
Email: mmiller@goventura.org

- L. Survival. Sections 1 through 5 as well as Sections 7 and 8 of this Article IV shall survive the termination of this License.

IN WITNESS WHEREOF the parties hereto have executed this End-User Software License, Training and Implementation Support Agreement as of the date and at the place first above noted.

LICENSOR:  
TRANSTRACK SYSTEMS®, Inc.

LICENSEE:  
Ventura County Transportation  
Commission (VCTC)

By:  \_\_\_\_\_  
8D0880E35DC54C5...

By: \_\_\_\_\_

Name: Terry Hinman

Name: \_\_\_\_\_

Title: General Manager

Title: \_\_\_\_\_

Date: 8/10/2023

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



**EXHIBIT "A"**  
**DESCRIPTION OF THE SOFTWARE APPLICATION AVAILABLE**  
**ON- LINE**

TransTrack Manager® is the name of the Software application, available on-line, that is the subject of this License Agreement. Internet use of the TransTrack Manager® application ("Software") requires Licensee to have a web browser compatible with the Software (e.g., Microsoft Edge, Google Chrome, Mozilla Firefox, Safari). Licensee work stations used to access the Software require the following: (1) Operating System – Windows 8 or higher; (2) Processor – 2GH or higher; and (3) Physical Memory – 4GB of RAM or higher. The Software may not be compatible with cell or smart phones. Modules available with this Software License are as follows.

- Organization
- Personnel
- Routes
- Fleet
- Plan
- Feedback
- Support
- Security (e.g., User Security)
- Utilities

Functions available to Software users include:

- Edit (Add, Delete, Save, Cancel, Close)
- Show Filters
- Export
- Report
- View Settings
- Import

## **EXHIBIT "B"**

### **SET-UP AND TRAINING SERVICES**

**Phase 1 – Business Assessment & Process Review.** A total of 10 hours have been budgeted to review VCTC processes and assist VCTC in selecting modules and levels of data input appropriate for VCTC and its contract service provider(s).

**Phase 2 – Implementation & Training.** A successful implementation requires that Licensee make available to Licensor relevant information no later than 30 days prior to implementation. Much of the information necessary to configure the system will be collected during the Phase 1 Business Assessment. Activities associated with Phase 2 follow.

#### **Set-Up Activities**

A total of 32 hours will be spent in set-up activities. Views that will be configured by Licensor on behalf of Licensee for start-up include the following:

- **Organization Module** -- All Views necessary for start-up.
- **Routes Module** – Route Profiles in effect at the time of implementation.
- **Ridership Module** – Will not be used at this time.
- **Operations Module** – Will not be used at this time.
- **Safety Module** – Will not be used at this time.
- **Fleet Module** –Fleet inventory in effect at the time of implementation.
- **Finance Module** – Will not be used at this time.
- **Personnel Module** – All Look-Up Views necessary for start-up, including personnel at the time of start-up.
- **Feedback Module** -- All Look-Up Views necessary for start-up.
- **Security Module** – Licensor will assign a System Administrator password to the Licensee, as well as initial passwords and security access to Licensee management and staff and designated representatives of the VCTC, as determined in Phase 1. Licensee is responsible for user security after the initial set-up.
- **Analytics Module** – Assign user permission and create an VCTC project with GoodData for use of embedded software.

### **Training & On-Site Support**

Licensors will provide 8 hours of training, based on a schedule agreed upon at the project start. All training, will be conducted remotely.

- **Basic Training** – Small group training sessions will be conducted to allow multiple users to learn how to log-on, produce reports, filter data, export data, and enter data into appropriate views.
- **System Administrator Training** – Individualized training on system security and import functions. This training is provided after the System Administrator has attended Basic Training.
- **User Group Training** – User groups, will be trained in new processes, data input, validation and reporting. Training will be customized to Licensees user groups.

### **Training Materials & Documentation**

Licensors will use up to 8 hours customizing training material. This includes provision of hard copy handouts for all training sessions, based on advance sign-up sheets. Training materials are available on-line in the Support Module – Training Materials view. Other documentation is also available in the Support Module – Documentation view. This documentation does not include programming language, which is deposited into an Escrow Account.

## **EXHIBIT "C" MODULAR ADD-ONS & CUSTOMIZED PROGRAMMING SERVICES**

Licensee shall have access to Modular Add-ons specified below. Fees associated with Modular Add-Ons are shown in Exhibit "F".

### **Modular Add-ons**

- Customer Feedback

### **Customized Programming**

Additional Software Engineering services are available on a time and materials basis at the rate specified in Exhibit "F". The Licensee agrees to validate reports, imports and other customer applications and any subsequent revisions within 14 days of the report or revision being made available. Licensee is responsible for all validation, unless otherwise specified.

Licensee may request custom modifications to the Software to allow for customized reports. Licensor has agreed to review the request for the custom modifications ("Modifications"). If the parties agree to create the Modifications all terms and conditions of the License shall remain in full force and effect in addition to those listed in this Exhibit "C". If there is any conflict between the main body of the License and this Exhibit C, solely regarding the terms and conditions of the Services to create and maintain the Modifications, then the provisions of this Exhibit "C" shall prevail.

### **Modifications**

Custom modifications are not proposed at this time.

1. All Services to create, consult, train, maintain and service the Modifications will be billed to Licensee on a time and materials basis as further set forth in the attached Exhibit "F".
2. Licensee will provide Licensor with specifications for the Modifications which shall include technical specifications, system requirements, end results desired, estimated time frame for completion and any other information Licensor deems necessary to evaluate its ability to create the Modifications.
3. Licensor will review all requested items included in #2 above and discuss with Licensee the ability of Licensor to produce, service and maintain the Modifications. Licensor will also provide an estimated price for all Services for initial creation as well as continuing service and support. Licensor shall

also inform Licensee if its timetable for completion is reasonable and can be accomplished in a timely fashion.

4. Once Licensor has reviewed all of the above and discussed same with Licensee, a final time table shall be agreed upon as well as an estimate for a range of fees, which will be invoiced to Licensee for the Modifications. After that point, should Licensor receive other requests from Licensee for further changes to the current Software over and above what is initially reviewed and requested in #2 above, the time table for completion and cost will be subject to change based on Licensor's evaluation of the changes and its ability to create and maintain what Licensee has requested.
5. Licensor will need the cooperation and access to certain of the Licensee's employees or data to create the Modifications and to perform efficiently, correctly and in a timely manner. Any inability to provide the necessary advice, support or access to the people, data or materials necessary for Licensee's completion of the Modifications may require adjustments to the time table already agreed to as well as the costs for same.
6. After successful installation on the domain of the Modifications, Licensee shall have a fourteen (14) day testing/acceptance period ("Test Period") during which it shall utilize the Modifications and determine if they meet the specifications given to Licensor. During that period, Licensor shall provide advice and assistance to Licensee as requested. The costs for Licensor's assistance shall also be on a time and materials basis but will have already been included in the range of costs for the entire project.
7. Should there be any problems with the Modifications performing their desired results for the custom reports, Licensee shall so notify Licensor during the Test Period with specificity to enable Licensor to correct the problems. After Licensor has completed its adjustments as necessary to ensure that the Modifications meet the specifications, Licensee will have an additional seven (7) days in which to test and accept the revised Modifications.
8. If after that additional time, Licensor is unable to meet the criteria listed in the specifications given to Licensor, Licensee shall be entitled to reject the Modifications in whole. After rejection of the Modifications for failure to meet the required specifications, Licensee shall be entitled to the return of all Fees paid for the Modifications within a reasonable period after rejection. Notwithstanding the foregoing however, Licensee may not unreasonably reject the Modifications.

9. Return of the Fees for the Modifications shall be the sole and exclusive remedy for the inability of Licensor to meet the specifications of Licensee. All terms related to disclaimers of warranties as well as limits on liability listed in the main body of this License contained in Article IV, Sections 4 and 5, shall also apply to the Services as they relate to the Modifications.
10. Licensee represents and warrants that it is the owner or licensee of the specifications or other information provided to Licensor for the creation of the Modifications and has the right to provide same to Licensor. Licensee shall defend, indemnify and hold harmless Licensor, its officers, employees and agents, from and against any claim that the specifications and information once provided to Licensor whether prior to or after creation of the Modifications and their integration into Licensee's system and network, infringe the intellectual property rights or breach any contract rights it may have with a third party. Such indemnity shall include all costs, expense and fees, including reasonable attorney's fees. All steps and obligations to obtain the full indemnification for any such claim as specified in Article IV, Section 2 of this License, as they relate to Licensee, shall now be the obligation of Licensor. There shall be no return of fees to Licensee in this event since, it will be the indemnitor. However, the parties shall have all termination rights specified in Section 2 of Article IV.

## **EXHIBIT "D"** **SUPPORT SERVICES**

Licensor will be the Internet Service Provider of the Software application, available to Licensee through the Internet at the web address: [www.transtrack.net](http://www.transtrack.net). Access to this domain will be through a special user name and password established for Licensee.

### **Licensed Software Uptime**

Uptime means that all functionality of the Licensed Software specified herein are operational. The Software application shall be available 24 hours/day, 7 days/week, and 365 days/year. The Licensed Software as specified herein shall be available 98% of this time, excluding scheduled maintenance and factors associated with Licensee's Internet connection, as measured on a rolling 30-day period.

Procedures for Licensee users in the event that access is denied will be covered in training. This includes trouble-shooting to determine whether the problem is the Licensee's Internet connection or the server of the Licensor or the Software application itself. Licensor technical support staff, upon notification by Licensee staff, shall address problems with the server of the Licensor or Software application immediately.

### **Operations Support Response Time**

Licensor will provide support and respond to inquiries during normal business hours (6:30 a.m. to 5:00 p.m. Pacific Time Monday – Friday). Licensor operations support will be prepared to research data and information of the Licensee and make this information available to Licensee as reasonably requested. Urgent and after-hour needs, questions and requests for technical support may be made to Licensor, by Licensee staff, using the telephone or with our online help desk both methods reach Licensor staff immediately. Expanded technical assistance hours may be arranged in advance for special projects or periods of intense data input and analysis. Methods of obtaining help will be covered in training.

Technical problems will be investigated and fixed with due diligence. Activities and processes for which the Software application is designed are generally not time-critical. Those determined to be critical will be supported with a paper backup in the event of a system failure that cannot be repaired within 8 hours.

### **Data Back-Up and Retention**

Licensor will back-up all data on a nightly basis and keep a copy of the data for a 30-day period. Historical data will be retained in summary format for up to five (5) years. AVL and APC detailed data will be retained for two (2) years.

### **Security Standards**

Personnel (System Administrator) of the Licensee will be responsible for determining and maintaining security to access data of the Licensee on the Domain.

Licensor agrees that the security provided on the server will not allow unauthorized traffic to access Licensee data.



## **EXHIBIT "E" REPORTS**

"Working Reports" are those available as an option in the majority of Views in all Modules. Working reports primarily provide data in tabular format and may be exported in coma-delimited format. Reports may also be exported. Microsoft software products may be used by the Licensee to configure data in report exports.

"Custom Reports" are those that use information from more than one view or are designed to the specifications of the Licensee. Funds have been included in Exhibit F for Customized Reports, to be determined during Phase 1 and implemented at the discretion of the Licensee.

Custom Reports are not proposed at this time.

Software Engineering services required for development of Custom Reports are available on a time and materials basis at the rate specified in Exhibit "F". The Licensee agrees to validate reports and any subsequent revisions within 14 days of the report or revision being made available. Licensee is responsible for all validation, unless otherwise specified in the Custom Report price.

**EXHIBIT "F"**  
**FEE SCHEDULE**

<b>Ventura County Transportation Commission Customer Feedback Implementation</b>	<b>26-75 Vehicles</b>
Annual SaaS - Year 1	\$ 9,417
Annual SaaS - Year 2	\$ 9,888
Annual SaaS - Year 3	\$ 10,382
Annual SaaS - Year 4	\$ 10,901
Phase 1 - Services	\$ 2,000
Phase 2 - Services	\$ 9,900
<b>Total - Implementation Services</b>	<b>\$ 11,900</b>
<b>Total 4 Year Contract Price</b>	<b>\$ 52,547</b>

Rates based on 26-75 active vehicles and modular functionality and set-up, training and support services defined in Exhibits A through E. If there are any changes requested by Licensee then the rate shall be increased in accordance with Licensor's then current published price list. With no changes in functionality or service levels, the annual maintenance and support services fees for continued on- line service shall not increase by more than 15% per year.

In the event that the Licensee commences use of the Escrowed Materials defined in Article IV, Section 7A, it shall require that the Licensee procure third-party software at the expense of the Licensee.

Hourly rates for additional services are available on a Time & Materials basis:

- Professional Services / Training \$185 per hour
- Software Engineer \$195 per hour
- Senior Consultant / Senior Management \$225 per hour
- Data Entry \$175 per hour

Annual Fees Will be paid at Start for Fiscal Year 1, and at the beginning of each fiscal year thereafter. Labor and Travel costs will be progressively billed monthly as they are incurred.

Vendors do not generally charge fees to interface with TransTrack, however, should a vendor decide to charge a fee for an interface, these charges will be Licensee's responsibility.



Item 8G

September 8, 2023

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: AUBREY SMITH, REGIONAL PLANNING MANAGER  
DOLORES LOPEZ, TRANSIT PLANNER**

**SUBJECT: BUS AND RAIL RIDERSHIP AND PERFORMANCE MEASURES REPORT**

**RECOMMENDATION:**

- Receive and File

**BACKGROUND:**

As part of VCTC's service monitoring process, staff has prepared a quarterly performance report that includes ridership data, performance measures, and goals for VCTC Intercity Transit, Metrolink's Ventura County Line and Amtrak's Pacific Surfliner. Attached is the report for the fourth quarter of Fiscal Year (FY) 2023 April 1, 2023 – June 31, 2023. The quarterly report provides route-level statistics and performance measures with financial data and in-depth analysis of trends. The report also discusses any relevant external factors such as weather and/or operator shortages.

**DISCUSSION:**

VCTC's Intercity quarterly ridership has increased by 5.8% when compared to the same period in the previous year. Ridership continues to increase, but when compared to pre-pandemic numbers during the same period there is still a decrease of about 40%. Ridership continues to slowly trend in an upward trajectory. A system glitch that impacted VCbuspass Zone 2 fares on June 7th is causing a reduction in reported ridership numbers for Coastal Express. Despite this issue, ridership was still recorded for the systemwide service, distributed across all routes using percentage averages.

Regarding rider composition, mobility devices have seen a significant decrease of 50% over last year. Bicycles are about 25% lower than last year but make up about 4% of ridership. Notably train transfers were 42% higher than the previous year in the same quarter and 27% over Q3.

Passenger revenue more than doubled, showing a significant increase of 146%. Even when accounting for budgeted route guarantees, passenger revenue still saw a substantial increase of 82%. The notable

increase can be attributed to the resumption of full fare charges in July 2022. The comparison between the two quarters encapsulates the distinction where one period includes full fare charges and the other one does not. The cost per passenger has decreased by 12% over FY22 Q4. The farebox recovery ratio experienced a substantial increase from 3% to 9% without considering route guarantees. When including route guarantees, it increased from 14% to 27%, indicating improved financial performance. Passenger revenue and farebox recovery might also be underestimated due to the VCbuspass glitch. This glitch resulted in Zone 1 fares being charged to Zone 2 passengers. Customer service goals were not met as complaints received for the period exceeded 5/50,000 riders for the quarter.

The Metrolink Ventura County rail line ridership increased by 19% in FY23 when compared to the previous year in the same quarter. Average Station boardings in Ventura County increased by 28%. However, overall Metrolink ridership on the Ventura Line is at 39% of pre-pandemic ridership with gradual improvement. The Pacific Surfliner service that runs between San Diego and San Luis Obispo has seen a 77% increase in ridership levels compared to pre-pandemic times. This is especially impressive considering that only 80% of pre-pandemic service is running. It's worth noting that recreational trips have seen a significant increase at the start of this quarter, which coincides with the beginning of summer.

# VCTC INTERCITY

## Quarterly Ridership Report | FY 2023 Q4

April - June 2023

**92,559**

Boardings



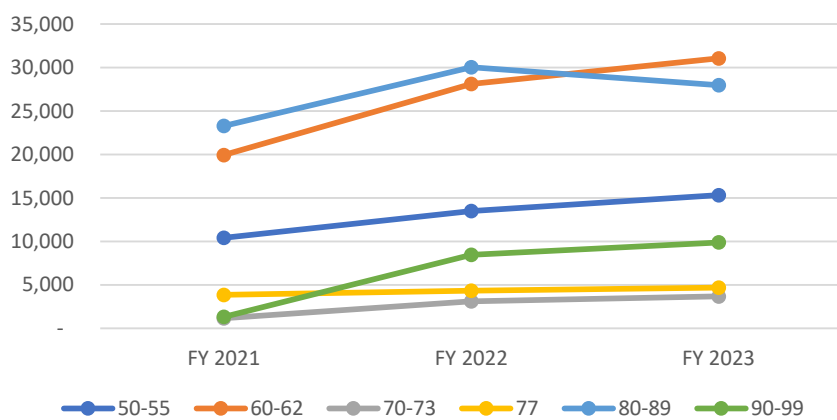
April - June 2022

**87,486**

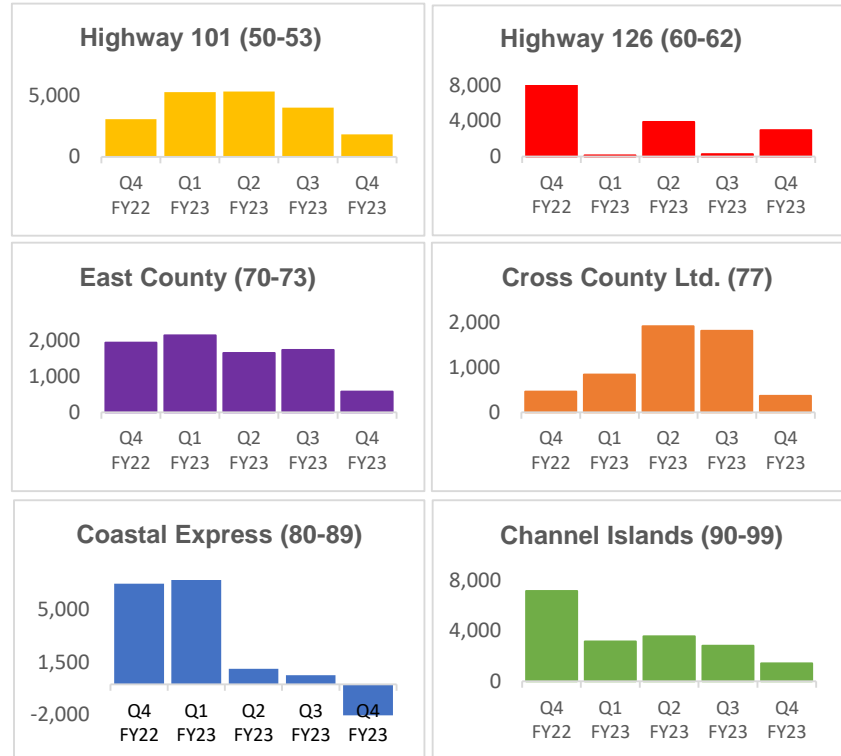
**5.8%**

**CUSTOMER SERVICE GOALS** (No more than 5/50,000 rider complaints each quarter)  
 VCTC Intercity received eleven(16) valid complaints this quarter. In April (3), May (10), and June (3) related to safety and customer service. VCTC Intercity did not meet it's performance goal.

**Quarterly Ridership by Line 3 Year Comparison**  
 April - May - June



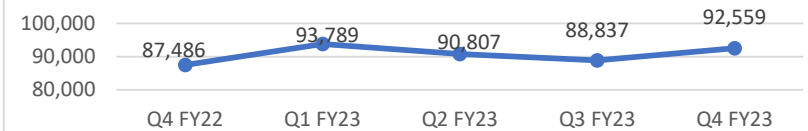
### RIDERSHIP CHANGE FROM PRIOR YEAR - LAST 15 MONTHS\*



The following table provides VCTC Intercity Transit's commuter boardings (based on ridership) to better understand ridership composition; and to identify customer needs, factors to on-time performance, and other potential service improvements.


	FY 2021	FY 2022	FY 2023
<b>Mobility Devices</b>	119	808	407
<b>Bicycles</b>	1824	4760	3485
<b>Train Transfers</b>	518	150	213

### Systemwide



# VCTC INTERCITY

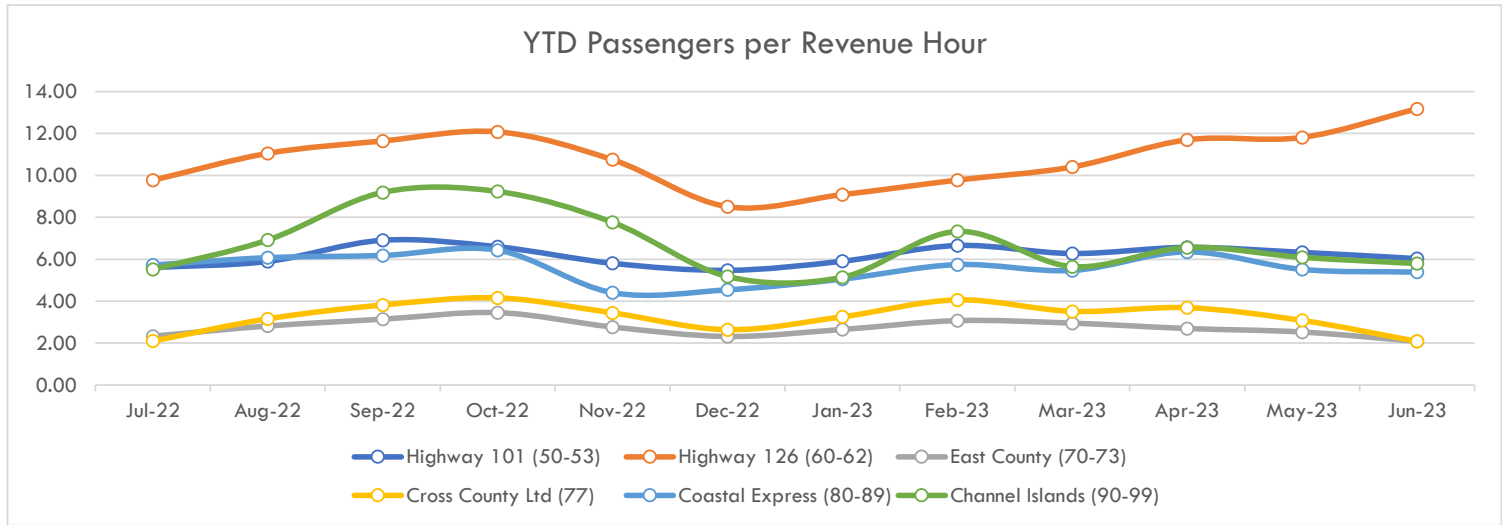
Quarterly Ridership Report | FY2023 Q4

<b>April - June 2023</b>	<b>0.27</b>	<b>6.27</b>	<b>\$ 22.28</b>	<b>\$186,921</b>	
	Passengers/ Mile	Passengers/ Hour	Cost/Passenger	Fare Revenue*	
<b>April - June 2022</b>	<b>0.25</b>	<b>5.89</b>	<b>\$ 25.37</b>	<b>\$75,917</b>	<b>146.2%</b>

**HIGHLIGHTS**  
 Cost per passenger decreased by 12% from the previous year when compared to the same quarter. The decrease in cost is correlated to the increasing ridership across the system. The farebox recovery ratio has increased by 165% when compared to the same quarter

### COST AND REVENUE PER PASSENGER

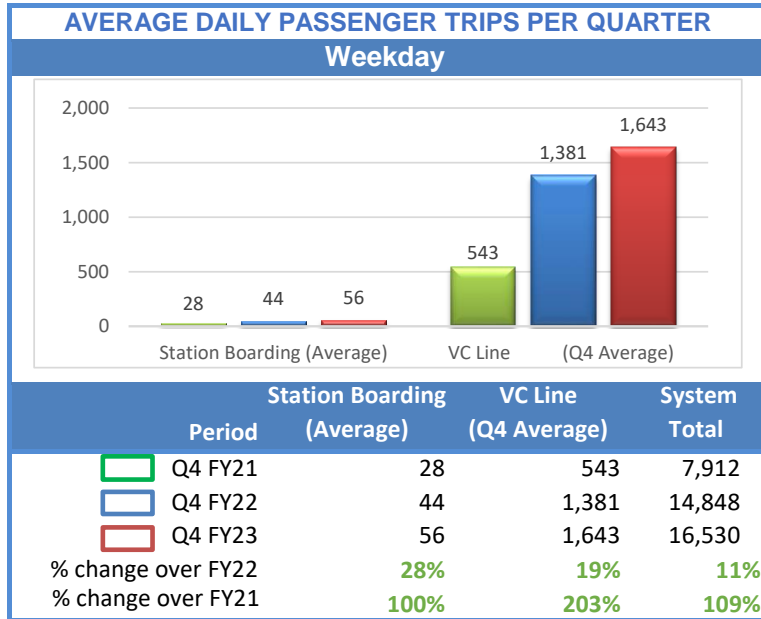
	FY 2022	FY 2023	% Change
Operating Cost	\$ 2,219,587	\$ 2,062,223	-7%
Passenger Revenue	\$ 75,917	\$ 186,921	146%
Passenger Revenue including budgeted route guarantees^	\$ 303,479	\$ 552,645	82%
<b>Passengers</b>	<b>87,486</b>	<b>92,559</b>	<b>6%</b>
<b>Cost per Passenger</b>	<b>\$ 25.37</b>	<b>\$ 22.28</b>	<b>-12%</b>
<b>Farebox Recovery Ratio not including route guarantees</b>	<b>3%</b>	<b>9%</b>	<b>165%</b>
<b>Farebox Recovery Ratio including route guarantees</b>	<b>14%</b>	<b>27%</b>	<b>96%</b>



^ Based on service levels and adjusted at year-end. The FY23 annual total is \$1,462,895 (including budget amendments to date).

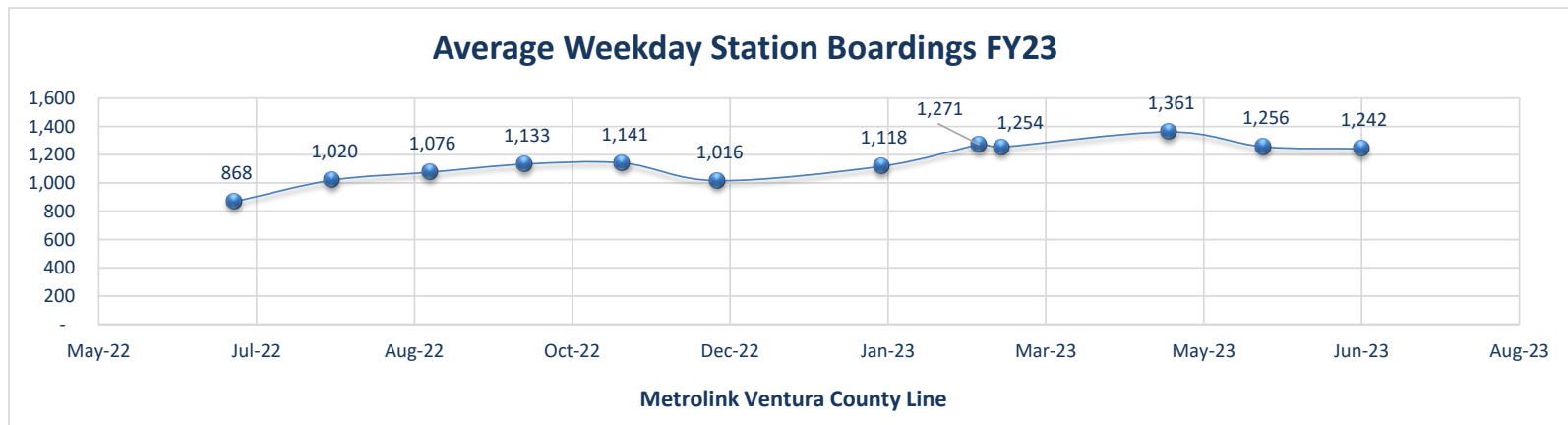
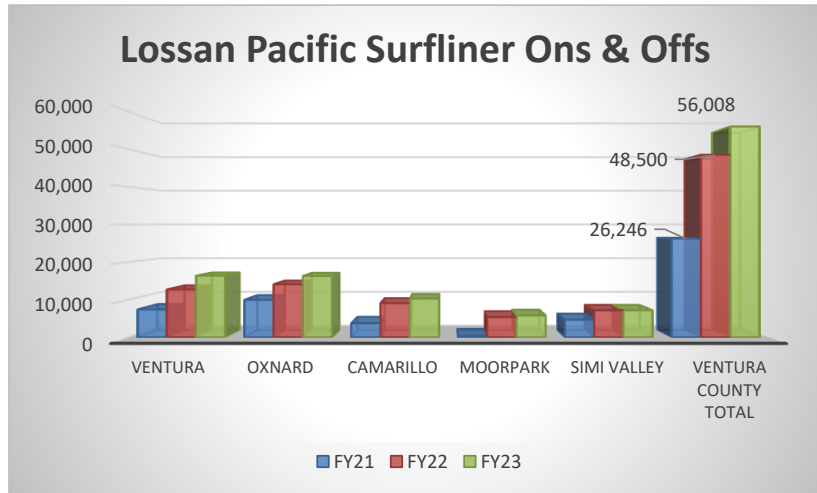
# METROLINK & LOSSAN Corridor | Ventura County Line

Ridership, Productivity, and Efficiency of Service



\*Station Boarding Average is for all five stations

### FOURTH QUARTER 2023 HIGHLIGHTS





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Item 8H

September 8, 2023

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: AUBREY SMITH, PROGRAM MANAGER**  
**SUBJECT: RESOLUTION 2023-09 YOUTH RIDE FREE PROGRAM – CORRECTIVE ACTION PLAN**

**RECOMMENDATION:**

- Adopt Resolution 2023-09 (Attachment A) authorizing the Executive Director to execute all required documents including the Certifications and Assurances and Authorized Agent Form to approve the transfer of \$240,000 of LCTOP funds from the FY2019-2020 College Ride Program and to the FY2021-2022 Youth Ride Free Program.

**BACKGROUND:**

The Low Carbon Transit Operations Program (LCTOP) is a cap-and-trade program established by the California Legislature in 2014 that provides funds to public transportation agencies for investments in capital projects and service that reduce greenhouse gas (GHG) emissions and improve mobility with a priority on serving Disadvantaged Communities.

At the June 2, 2023, VCTC Commission Meeting, the Board of Commissioners approved two recommendations by staff. The Commission approved the recommendation to amend the FY 2022-2023 VCTC Regional Transit Planning budget by increasing the Low Carbon Transit Operations Program (LCTOP) revenues by \$775,000 and increasing the Youth Ride Free expense line item by the same amount to fund this year's YRF program. Additionally, the Commission approved a Corrective Action Plan (CAP) to transfer \$240,000 of surplus LCTOP funds from the FY2019-2020 College Ride Program to the FY2021-2022 Youth Ride Free Program to meet increased funding demands of the YRF program.

**DISCUSSION:**

The California Department of Transportation (Caltrans) has notified VCTC staff that in addition to the Board approval of the CAP, a Board Resolution must be approved and submitted for CAP's that exceed \$100,000 of LCTOP funds. A formal resolution is required due to the need for Caltrans to document and validate Board decisions. Therefore, staff recommends approval of the attached Resolution 2023-09.

# Authorized Agent

**AS THE Chair**

\_\_\_\_\_  
(Chief Executive Officer/Director/President/Secretary)

**OF THE Ventura County Transportation Commission**

\_\_\_\_\_  
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Martin R. Erickson, Executive Director OR  
*(Name and Title of Authorized Agent)*

Click here to enter text. OR  
*(Name and Title of Authorized Agent)*

Click here to enter text. OR  
*(Name and Title of Authorized Agent)*

Click here to enter text. OR  
*(Name and Title of Authorized Agent)*

Bryan MacDonald Chair  
*(Print Name)* *(Title)*

\_\_\_\_\_  
*(Signature)*

Approved this 8 day of September, 2023

RESOLUTION # 2023-09

AUTHORIZATION FOR THE EXECUTION OF A CORRECTIVE ACTION PLAN  
FOR THE FOLLOWING PROJECT  
YOUTH RIDE FREE PROGRAM

**WHEREAS**, the VENTURA COUNTY TRANSPORTATION COMMISSION is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

**WHEREAS**, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

**WHEREAS**, the VENTURA COUNTY TRANSPORTATION COMMISSION wishes to delegate authorization to execute these documents and any amendments thereto to MARTIN R. ERICKSON, EXECUTIVE DIRECTOR; and

**WHEREAS**, the VENTURA COUNTY TRANSPORTATION COMMISSION wishes to implement the following LCTOP project(s) listed above,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the VENTURA COUNTY TRANSPORTATION COMMISSION that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that MARTIN R. ERICKSON, EXECUTIVE DIRECTOR be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the VENTURA  
*(Continued to next page)*

COUNTY TRANSPORTATION COMMISSION that it hereby authorizes the submittal of the following corrective action plan for the Youth Ride Free Program to the Department:

1. Approve the transfer of \$240,000 of LCTOP funds from the FY2019-2020 College Ride Program and to the FY2021-2022 Youth Ride Free Program.

AGENCY BOARD DESIGNEE:

BY: \_\_\_\_\_

Bryan MacDonald, VCTC Chair

ATTEST:

\_\_\_\_\_

Roxanna Ibarra, Clerk of the Commission

APPROVED AS TO FORM:

\_\_\_\_\_

Steven Mattas, General Counsel



Item 81

September 8, 2023

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: AUBREY SMITH, PROGRAM MANAGER  
CLAIRE GRASTY, DIRECTOR OF TRANSIT SERVICES**

**SUBJECT: Memorandum of Understanding between Ventura County Transportation Commission (VCTC) and Southern California Regional Rail Authority (SCRRA) for State Transit Assistance (STA) Funding for the Simi Valley Double Track and Station Improvement Project**

**RECOMMENDATION:**

- Approve a Memorandum of Understanding with the Southern California Regional Rail Authority (SCRRA) to provide \$2,000,000 of State Transit Assistance (STA) Funding for the Simi Valley Double Track and Station Improvement Project.
- Authorize the Executive Director to execute the Memorandum of Understanding contingent upon acceptance of any final edits from SCRRA.
- Authorize the Director of Finance to reimburse \$2,000,000 to SCRRA for Simi Valley Double Track and Improvement Project.

**BACKGROUND:**

SCRRA was awarded an \$875,708,000 Transit and Intercity Rail Capital Program (TIRCP) grant in April 2018 by California State Transportation Agency (CalSTA) for a program of projects known as the Southern California Optimized Rail Expansion (SCORE) Program. The SCORE Program is a series of system wide improvement Projects that combined will allow increases to service across the Metrolink System. A key component of the SCORE Program is the "Simi Valley Double Track and Station Improvement Project", for which SCRRA serves as the lead implementing agency.

The project consists of the addition of approximately 2.15 miles of railroad track, construction of a second platform and new pedestrian underpass at the Simi Valley Station, and improvements at Sequoia Avenue, Tapo Canyon Road, Tapo Street, E. Los Angeles Avenue, and Hidden Ranch Drive grade crossings that will create a Quiet Zone ready corridor. These improvements will enable more frequent service, improve service reliability, and enhance safety for pedestrians.

**DISCUSSION:**

SCRRA, as the lead agency primarily responsible for all environmental clearance, design, and construction of the project, has funded and has contracted for capital improvements for this project. In December 2020, VCTC and SCRRA executed an MOU Agreement under which

VCTC would provide support services to SCRRRA during the delivery of the project, such as assistance with utility relocations, public outreach, and right-of-way acquisitions. At its January 12, 2018, Commission meeting, VCTC took action to support SCRRRA's TIRCP application including contributing \$2,000,000 of local match if the project was awarded. Accordingly, VCTC has allocated \$2,000,000 of STA funding to provide to SCRRRA for construction activities for the project in the FY 2022/2023 budget, which will be carried over into the FY 2023-2024 budget. The STA funding will serve as a contribution towards the base construction cost of the project.

**VCTC CONTRACT #2023-SVDT-01**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**VENTURA COUNTY TRANSPORTATION COMMISSION**  
**AND**  
**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**  
**STA FUNDING FOR THE**  
**SIMI VALLEY DOUBLE TRACK AND STATION IMPROVEMENT PROJECT**

This Memorandum of Understanding ("MOU") is executed and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (Effective Date) by the Ventura County Transportation Commission (VCTC) and the Southern California Regional Rail Authority (SCRRA) which may be referred to individually as "PARTY" or collectively as "PARTIES".

The Term of this MOU will commence on the date first specified above and terminate when construction commences, or December 31, 2026, whichever is earlier.

**RECITALS**

**WHEREAS**, VCTC is the transportation commission, transportation authority and transportation planning agency for the County of Ventura, California, with the power to contract for the SERVICES described in this Contract;

**WHEREAS**, SCRRA is a joint powers authority that provides rail services, including capital improvements, project management, railroad protective services (e.g., "flagging") and railroad facilities inspections in Los Angeles, Orange, Riverside, San Bernardino and Ventura Counties pursuant to a Joint Exercise of Powers Agreement among the Los Angeles County Metropolitan Transportation (as successor to the Los Angeles County Transportation Commission), the Orange County Transportation Authority, the Riverside County Transportation Commission, San Bernardino County Transportation Authority (as successor to the San Bernardino Associated Governments), and the Ventura County Transportation Commission;

**WHEREAS**, SCRRA and its Member Agencies, in partnership with BNSF, California High

Speed Rail Authority (CHSRA) and the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency (LOSSAN), submitted a request to California State Transportation Agency (CalSTA) for \$3.7 billion of 2018 Transit and Intercity Rail Capital Program (TIRCP) grant funding for a program of Projects known as the Southern California Optimized Rail Expansion (SCORE) Program. The SCORE Program is a series of system wide improvement Projects that combined will allow increases to service across the Metrolink System;

**WHEREAS**, SCRRA was awarded an \$875,708,000 TIRCP grant by CalSTA in April 2018 for the SCORE Program. A key component of the SCORE Program is the “Simi Valley Double Track and Station Improvement Project” (PROJECT), which is eligible for funding under the TIRCP grant and for which SCRRA serves as the lead agency;

**WHEREAS**, the PROJECT consists of the addition of approximately 2.15 miles of railroad track between MP 436.08 and MP 438.35, construction of a second platform and new pedestrian underpass at Simi Valley Station, and upgrade of Sequoia Avenue, Tapo Canyon Road, Tapo Street, E. Los Angeles Avenue, and Hidden Ranch Drive grade crossings. VCTC is the owner of the right-of-way for certain areas in the PROJECT and certain other assets collectively defined as the VCTC-owned and SCRRA-maintained rights-of-way and associated railroad infrastructure in the City of Simi Valley, and VCTC is willing to provide certain support services to SCRRA for the PROJECT;

**WHEREAS**, SCRRA, as lead agency primarily responsible for all environmental clearance, design, and construction of the PROJECT, has funded and has contracted for capital improvements for the PROJECT. In December 2020, VCTC and SCRRA executed an MOU Agreement under which VCTC would provide support services to SCRRA during the delivery of the PROJECT, such as assistance with utility relocations, public outreach, and right-of-way acquisitions;

**WHEREAS**, at its January 12, 2018 Commission meeting, VCTC took action to support SCRRA’s TIRCP application including contributing \$2,000,000 local match if the project was awarded. Accordingly, VCTC allocated \$2,000,000 of State Transit Assistance (STA) funding for the PROJECT in the Fiscal Year 2022/2023 budget (STA FUNDING).

**WHEREAS**, VCTC wishes to provide the STA FUNDING to SCRRA in order to facilitate the delivery of the PROJECT.

**WHEREAS**, SCRRA will utilize the STA FUNDING on construction activities for the PROJECT. The total estimated cost of the PROJECT is \$86,280,000, and the estimated Base Construction Cost of the PROJECT is \$41,625,861. The STA FUNDING will serve as a



contribution towards the Base Construction Cost of the PROJECT. SCRRA will undertake Construction activities as described in ATTACHMENT A (SERVICES).

**WHEREAS**, the PARTIES desire to enter into this MOU for the purpose of documenting the terms and conditions of cooperation between the PARTIES with regard to the STA FUNDING to be utilized for the PROJECT.

NOW, THEREFORE, it is mutually understood and agreed by VCTC and SCRRA as follows:

**I. SCRRA'S RESPONSIBILITIES**

- A. SCRRA will be the lead agency for the environmental clearance, design, and construction of the PROJECT and designate a Project Manager as its single point of contact to manage the PROJECT and coordinate with VCTC for all SERVICES under this MOU.
- B. SCRRA will design, construct, and implement the PROJECT in accordance with all applicable state, federal and local laws, regulations, policies, standards and procedures, and be responsible for 100% of all costs for the PROJECT, including but not limited to costs incurred in the preparation of contract documents, advertising for bids, awarding design and construction contracts, all construction capital and support costs required for satisfactory completion of the PROJECT.
- C. SCRRA will undertake the coordination necessary to implement the PROJECT among all third parties, including public and private agencies, and will be solely responsible for obtaining all licenses, permits, rights-of-entry, and any statutorily required permission to facilitate implementation and construction of the PROJECT. SCRRA will have sole responsibility for issuance of all notifications, and for obtaining all necessary agreements and approvals for any and all grade crossing modifications through the California Public Utilities Commission (CPUC) and any other interested parties or agencies.
- D. SCRRA will coordinate directly with Union Pacific Railroad (UPRR) where UPRR operations and/or infrastructure may be affected, including obtaining any permits, agreements, and approvals to modify tracks and operations.
- E. SCRRA will investigate potential hazardous material sites that could impact the PROJECT. If, as a result of activities related to the PROJECT, remediation or removal of hazardous materials is required, SCRRA will be responsible at its sole expense for any remediation or removal, including the development of the necessary mitigation and remediation plans and designs. All remediation and disposal must be performed in accordance with all applicable

federal, state, and local laws and regulations.

- F. SCRRA will comply and require its consultants/contractors, if applicable, to comply with all SCRRA standards, recommended practices, operating rules, and safety requirements, and to comply with all requirements of the SCRRA System configuration management program;
- G. SCRRA will comply with all STA FUNDING requirements, terms, and conditions for those funds that will be used to pay for the SERVICES.

## **II. VCTC'S RESPONSIBILITIES**

- A. VCTC will authorize SCRRA a total not-to-exceed amount of two million dollars (\$2,000,000) for all SERVICES to be performed for the PROJECT.
- B. VCTC will authorize SCRRA only for the costs of approved SERVICES incurred by SCRRA up to the not-to-exceed amount in connection with the SERVICES, which shall include direct and indirect overhead costs associated herewith.
- C. VCTC will review changes to the SERVICES and/or their costs within seven (7) business days from SCRRA's submittal of such changes and provide SCRRA with written approval, comments, and/or objections in writing.
- D. VCTC will review reports on a quarterly basis from SCRRA.
- E. VCTC will appoint various personnel in writing to SCRRA designating specific staff members for fulfilling duties under this MOU. VCTC will notify SCRRA in writing of any personnel changes modifying any staff members designated to fulfill duties under this MOU.

## **III. PAYMENT FOR SCRRA WORK**

- A. Except as provided below, VCTC will authorize SCRRA up to the total amount of \$2,000,000 ("Expense Cap") as shown in ATTACHMENT A (SERVICES) for costs incurred by SCRRA pursuant to this MOU.
- B. Within thirty (30) days of the execution of this Agreement, VCTC shall transfer to SCRRA the state funds programmed for the PROJECT, consisting of \$2,000,000 in STA Funds.
- C. SCRRA will send quarterly reports to VCTC. With each quarterly report, SCRRA will include all back-up material, including but not limited to, detailed expenditures, timecards, invoices from third parties including consultants and contractors, and descriptions of activities

performed.

- D. SCRRA shall establish a separate, re-collectable account within SCRRA's finance system to record only costs SCRRA incurs fulfilling their obligations of this MOU.
- E. Upon agreement by SCRRA and VCTC that all SERVICES are complete, SCRRA will submit to VCTC a detailed statement of final costs incurred under this MOU. Based on the final accounting, SCRRA shall refund as necessary in order to satisfy the obligations of this MOU.
- F. SCRRA shall submit the detailed statement of final costs for SERVICES no later than December 31, 2026, unless this date is otherwise amended by both PARTIES in writing.

#### **IV. REPORTING AND AUDIT REQUIREMENTS**

- A. SCRRA shall be subject to and shall comply with all applicable requirements of VCTC and STA regarding reporting and audit requirements.
- B. SCRRA shall submit written progress reports to VCTC as specified to determine if SCRRA is performing to expectation, is on schedule, and is within funding cost limitations, to provide communication of interim findings and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed. Should SCRRA fail to submit a complete report or project deliverables in accordance with the SERVICES schedule, VCTC may elect to not authorize STA FUNDING expenditures until submittal is determined by VCTC to be fully complete.
- C. VCTC shall have the right to conduct audits of this MOU, such as financial and compliance audits and performance audits. SCRRA shall make available and shall ensure its contractors make available, any records, information, material data and documentation needed by the auditors. SCRRA shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP).
- D. VCTC shall not authorize SCRRA for any expenditure not in compliance with the SERVICES or other terms and conditions of this MOU, or other applicable requirements of VCTC. The allowability of costs for SCRRA's own expenditures submitted to VCTC shall be in compliance with the STA FUNDING terms and conditions. The allowability of costs for SCRRA's contractor and consultant expenditures submitted to VCTC through SCRRA's invoices shall be in compliance with the STA FUNDING terms and conditions. VCTC shall have the right to

conduct a final audit, and the findings of the VCTC audit will be final. This section shall survive termination of this MOU.

- E. SCRRRA shall certify each report by reviewing all costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with the STA FUNDING terms and conditions, and the terms and conditions of this MOU.
- F. SCRRRA shall also certify final costs of the SERVICES to ensure that all costs are in compliance with the STA FUNDING terms and conditions, and the terms and conditions of this MOU.
- G. SCRRRA shall retain all original records and documents related to the SERVICES (RECORDS) for a period of three years after final payment. The RECORDS shall be open to inspection and subject to audit and reproduction by VCTC auditors or authorized representatives to the extent deemed necessary by VCTC to adequately permit evaluation of expended costs. The RECORDS subject to audit shall also include, without limitation, those records deemed necessary by VCTC to evaluate and verify, direct and indirect costs (including overhead allocations) as they may apply to costs associated with the SERVICES.
- H. SCRRRA shall cause all contractors and subcontractors to comply with the requirements of Section IV.G above. SCRRRA shall ensure all contractors and subcontractors to cooperate fully in furnishing or in making available to VCTC all records deemed necessary by VCTC auditors or authorized representatives related to the SERVICES.
- I. SCRRRA shall be responsible for ensuring its contractors and subcontractors for the SERVICES comply with the terms of the STA FUNDING terms and conditions. SCRRRA shall cooperate with VCTC Audit Department such that VCTC can meet its obligations under the STA FUNDING terms and conditions.

**V. MISCELLANEOUS**

- A. Indemnity by SCRRRA. Neither VCTC, the Operating Railroads, SCRRRA's board members, member agencies, nor their respective officers, agents, volunteers, contractors, and employees will be responsible for any damage or liability occurring by reason of any negligent, reckless, or willful acts, errors, omissions or misrepresentations committed by the SCRRRA under or in connection with the SERVICES or this MOU. To the fullest extent allowed by law, SCRRRA shall indemnify, defend, and hold harmless VCTC, its board members, member agencies, officers, agents, volunteers, contractors, and employees, and Operating Railroads

from any and all liability, loss, expenses (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, arising or alleged to have arisen, in whole or in part, out of or in connection with SCRRA's negligent, reckless, or willful acts, errors, omissions or misrepresentations committed by SCRRA, its officers, employees, agents, contractors, subcontractors, or anyone under SCRRA's control, in connection with the SERVICES and this MOU. This indemnity shall survive expiration or termination of this MOU.

- B. Indemnity by VCTC. Neither SCRRA, nor its directors, officers, agents, contractors, or employees will be responsible for any damage or liability occurring by reason of the negligent, reckless, or willful acts, errors, omissions or misrepresentations committed by VCTC under or in connection with the SERVICES or this MOU. To the fullest extent allowed by law, VCTC shall indemnify, defend, and hold harmless SCRRA, as well as its directors, officers, agents, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, arising or alleged to have arisen, in whole or in part, out of or in connection with VCTC's negligent, reckless, or willful acts, errors, omissions or misrepresentations committed by VCTC, its officers, employees, agents, contractors, subcontractors, or anyone under VCTC's control, in connection with this MOU. This indemnity shall survive expiration or termination of this MOU.
- C. Governing Law. This MOU will be governed by and construed in accordance with the laws of the State of California. Any action or proceeding brought to enforce any provision of this MOU shall be filed in the Superior Court of California for Ventura County.
- D. Attorneys' Fees. If either PARTY commences an action against the other PARTY arising out of or in connection with this MOU, the prevailing party in such litigation will be entitled to have and recover from the losing party reasonable attorneys' fees.
- E. Insurance. SCRRA warrants that its contractors and/or consultants ("Subcontractors and Subconsultants") will maintain coverage sufficient to cover any liability reasonably anticipated to arise from the performance of this AGREEMENT, and that SCRRA will require that such Subcontractors and Subconsultants will have such insurance as SCRRA ordinarily requires for SCRRA's agreements with Subcontractors and Subconsultants through the SCRRA Form 6 process. SCRRA will issue, and warrants that its contractors and/or consultants will issue evidence of such insurance to VCTC prior to beginning the PROJECT, including VCTC as

additional insured and waiver of subrogation as to said policies except for worker's compensation. Failure to obtain the required documents prior to commencement of the PROJECT shall not waive SCRRA's obligation to provide them to VCTC. Such evidence of insurance shall include, at a minimum, Statutory Workers' Compensation Insurance and Employer's Liability Insurance of not less than \$1,000,000 dollars per accident, Commercial General Liability with a minimum limit of \$2,000,000 per occurrence and \$4,000,000 in aggregate, and Automobile Liability insurance with a minimum limit of \$1,000,000 per accident and \$2,000,000 in aggregate. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

- F. Recitals. The Recitals stated above are integral parts of this MOU and are hereby incorporated into the terms of this MOU.
- G. Termination. Both VCTC and SCRRA shall have the right, at any time, to terminate this MOU by giving thirty (30) calendar days written notice to the other party, specifying the date of termination. Upon termination of this MOU, SCRRA shall return all unspent funds to VCTC. Such termination shall be subject to the continuing obligations of this MOU, including but not limited to reporting requirements.
- H. Notification. Each PARTY will designate a person to be responsible for day-to-day communications regarding work under the PROJECT. For SCRRA, that person will be the SCORE Program Design Manager. For VCTC, that person shall be the Regional Transit Manager. All notices and communications regarding this MOU, interpretation of the terms of this MOU, or changes thereto will be provided as follows:

Metrolink/Southern California Regional Rail Authority 900 Wilshire Blvd., Suite 1500 Los Angeles, CA 90017 ATTN: General Counsel	Ventura County Transportation Commission 751 E. Daily Drive, Suite 420 Camarillo, CA 93010 ATTN: Executive Director CC: General Counsel
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- I. Amendment. In the event the PARTIES determine that the provisions of this MOU should be altered, the PARTIES may amend this MOU by writing signed by both PARTIES.
- J. Entire Agreement. This MOU constitutes the entire agreement between the PARTIES relating to its subject matter and supersedes any previous agreements or understandings.
- K. Execution in Counterpart. This MOU may be executed in counterparts and/or by facsimile or other electronic means, and when each PARTY to this MOU has signed and delivered at least

one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one agreement, which shall be binding upon and effective as to all parties to this MOU.

- L. Severability. If any portion of this MOU shall be held invalid or unenforceable, the remainder of the MOU shall not be affected and shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the PARTIES have entered this AGREEMENT, which shall be effective on the Effective Date defined in the first paragraph hereof.

SOUTHERN CALIFORNIA  
REGIONAL RAIL AUTHORITY:

VENTURA COUNTY  
TRANSPORTATION COMMISSION:

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

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

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Don O. Del Rio  
General Counsel

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



# ATTACHMENT A

## SCOPE OF SCRRRA CONSTRUCTION SERVICES

SCRRA will utilize the STA FUNDING for Construction of the PROJECT, which includes but is not limited to, the following components as displayed in the diagram:

- New 2<sup>nd</sup> platform, along with a new pedestrian underpass, at Simi Valley Station
- Grade crossing improvements
- New 2<sup>nd</sup> track with associated turnouts and signals





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September 8, 2023

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: AMANDA FAGAN, DIRECTOR OF PLANNING & SUSTAINABILITY**  
**SUBJECT: SANTA PAULA BRANCH LINE BUDGET AMENDMENT FOR FISCAL YEAR 2022/2023**

**RECOMMENDATION:**

- *Approve an Amendment to the Fiscal Year 2022/2023 Santa Paula Branch Line Program Budget to increase expenditures by \$16,450 for Salaries and Benefits and \$10,950 for Indirect Costs, decrease expenditures in Consultant Services by a corresponding \$27,400, increase the transfer-out of the SPBL Fund to the General Fund by \$27,400, and increase the transfer-in to the General Fund from the SPBL Fund by \$27,400.*

**BACKGROUND AND DISCUSSION:**

Response to damage caused by winter storms during January 2023 and community concerns related to the Santa Paula Branch Line (SPBL) required increased need for administrative and management oversight of SPBL operations by VCTC staff. The additional staff time required to manage the SPBL resulted in higher than anticipated costs for salaries, benefits, and indirect costs during Fiscal Year 2022/2023. While sufficient funding is available within the overall SPBL Program Budget to cover the costs, the transfer authority between the SPBL Fund and the General Fund was insufficient. As such, the proposed budget amendment will provide the necessary transfer authority out of the SPBL Fund into the General Fund.

The resulting totals for the affected expenditure categories are as follows:

	Current Budget	Net Change Proposed	Proposed Budget
Salaries and Benefits	\$79,700	+ \$16,450	\$96,150
Indirect Costs	\$46,700	+ \$10,950	\$57,650
Consultant Services	\$816,000	- \$27,400	\$788,600

Staff recommends approval of the Budget Amendment as described above.



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September 8, 2023

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: AMANDA FAGAN, DIRECTOR OF PLANNING & SUSTAINABILITY**  
**SUBJECT: SANTA PAULA BRANCH LINE RIGHT-OF-ENTRY PERMIT TEMPLATE**

**RECOMMENDATION:**

- *Approve a Right-of-Entry agreement template, fee structure, and administrative approval process for temporary use on the Santa Paula Branch Line railroad right-of-way and delay implementation of the new process for sixty (60) days while staff conducts public outreach.*

**BACKGROUND:**

In December 2021, VCTC executed a Railroad Lease and Operations Agreement (Agreement) with Sierra Northern Railway (SNR) for a 35-year term. Under the Agreement, SNR is responsible to operate and maintain the full SPBL right-of-way as of January 1, 2022. The Agreement defines roles and responsibilities and grants to Sierra Northern the exclusive rights to operate the SPBL for Railroad Purposes, including tourist and freight services, film and television production, and storage and transload services.

Prior to execution of the Railroad Lease and Operations Agreement, VCTC issued right-of-entry (ROE) permits for entry onto the VCTC right-of-way for temporary uses, such as maintenance of utility infrastructure, events, and filming activities. VCTC charged a flat processing fee of \$1,000 per ROE permit. Occasionally, VCTC would waive the fee for municipalities and non-profits with a municipal sponsor for minimal uses of the ROW.

The Agreement retains to VCTC the rights and responsibilities related to leases and licenses for use of VCTC property. However, the Agreement does not specifically address right-of-entry permits. VCTC Staff considered three options for how to manage ROEs: (1) VCTC continue to issue ROE independent of SNR; (2) SNR to issue its own ROE independent of VCTC; or (3) a hybrid approach where SNR coordinates and prepares ROE using a jointly developed template, with final sign-off by VCTC.

After consultation with General Counsel and review of possible approaches from a VCTC workload and management standpoint, staff initially recommend the hybrid approach. In this approach, SNR would coordinate and prepare ROE permits for temporary uses for any activities with a term of less than 60 days. For activities that require a period of more than 60 days, VCTC would issue a lease or license following existing processes. Sierra Northern would issue ROE permits for film activities, given that film and related activities are specified as permitted uses in the Agreement.

As such, in April 2023, the Commission considered a new permit template and permitting process for ROEs, whereby VCTC and SNR would jointly issue an ROE permit. The Commission directed staff to return with a revised process and template whereby VCTC would receive a share of fees collected to account for VCTC staff time and retained risk associated with the issuance of an ROE.

## **DISCUSSION:**

In reviewing and renegotiating the draft template based on Commission direction, staff conducted additional research and discussion on ROE permitting processes, including consultation with a railroad operations expert at a sister agency (Southern California Regional Rail Authority / Metrolink), which caused staff to rethink the approach to the ROE template and processing. The current draft template is attached as Attachment 1.

With Metrolink as an example, the Federal Railroad Administration (FRA) considers Member Agencies to the Joint Powers Agreement (such as VCTC) as track owners, while Metrolink is the railroad operator of record. The operator of record is responsible for all of the operations of the railroad, which includes Rights of Entry and all of the rules and protections that go along with them. ROEs are a matter of railroad operations, not of ownership of the track. The Member Agencies have no role in ROEs for Metrolink track. Fees charged offset the railroad's costs of providing the appropriate and required protections, such as holding railway traffic in a given area, providing flag men, giving railway worker protection training, etc., and are based on actual costs to the railroad.

When applied to the SPBL, where VCTC is the track owner and Sierra Northern is the railroad operator of record with the FRA, this example suggested that VCTC not be a signatory to ROEs, since VCTC has no role in providing the railway protections that are required by an ROE. VCTC participation in the ROE process inserts the Commission in the middle of the relationship between the railroad operator the Contractor/Applicant for an ROE.

VCTC Counsel has prepared a Letter Agreement (attached hereto as Attachment 2), which memorializes the terms pursuant to which Sierra Northern will administer ROEs on VCTC's behalf. The Letter Agreement provides that Sierra Northern will administer ROEs utilizing the approved ROE template and submit all ROE packages to VCTC for review and approval, VCTC has the right to direct Sierra Northern to terminate ROEs at VCTC's discretion, Sierra Northern's administration of ROEs is included within Sierra Northern's operations pursuant to the Agreement and is subject to Sierra Northern's indemnification obligations.

Based on VCTC Counsel guidance, the revised ROE template and process proposed herein includes a Requirements Checklist (attached hereto as Attachment 3), which outlines all of the documentation that Sierra Northern must submit in a ROE package to VCTC for review and approval prior to Sierra Northern executing a ROE. This proposed process affords VCTC the opportunity to review the ROE and insurance certificates to ensure that everything is in order before SNR executes the ROE.

The proposed process removes VCTC from the preparation, execution, and oversight of what is essentially a railroad operations decision and activity. From a staff workload perspective, shifting ROE workload to SNR reduces the time required for administration of the ROE, but retains visibility of ROEs for VCTC records.

The process for developing, reviewing, and approving ROE permits, the following procedures are proposed:

1. SNR will receive ROE permit requests.
2. For ROEs of less than 60 days, SNR will review the request and prepare the ROE permit package using an approved ROE template, including proof of insurance.
3. SNR will retain the processing fee based on the fee structure, with payment of 5% of the ROE fees to VCTC to cover the cost of ROE package review by VCTC staff.
4. SNR will provide the ROE permit and accompanying materials to VCTC.
5. VCTC will conduct a final review to ensure that proper insurance is in place, sign the Requirements Checklist confirming that all required elements are included, and file the ROE.

The proposed process gives SNR the ability to review requests, ensure that the request does not impact rail operations, and ensure that any and all Federal, State, and railroad requirements are addressed (flagging, Railway Worker Protection training, etc.), but also ensures VCTC has an opportunity to review insurance certificates and keep a record of ROEs issued.

The proposed ROE permit template has been reviewed by both VCTC and SNR Counsel. The template includes a fee structure consistent with the fees charged by Sierra Northern Railway for the railroads under its ownership throughout California, and is based on the number of days that the Contractor will be working on the property, as follows:

<b>Number of Working days on the Property</b>	<b>Fee</b>
1 day	\$1,575
2 days	\$2,625
3 days	\$4,200
4-5 days	\$5,775
More than 5 days	\$6,300
More than 15 days	\$10,500

These fees account for the cost of labor associated with coordinating and reviewing the ROE request, preparing the ROE permit documents, monitoring compliance with the conditions of the ROE permit and Federal and State railroad requirements, and addressing impacts to railroad operations. The above fees do not include charges for applicable flagging, switching, or other necessary costs payable to Sierra Northern based on the specifics of a particular ROE. Sierra Northern has indicated that typical costs vary depending on the nature and complexity of the ROE.

Since SNR will be responsible for the bulk of this work, and because lease and license fees ultimately pass through to SNR under the Railroad Lease and Operations Agreement, SNR will retain the fees, less a 5% payment to VCTC.

For comparison purposes, Union Pacific Railroad charges an application fee of \$1,045, additional fees ranging from \$755 to \$10,055 depending on the type of request (such as encroachments, crossings, drainage and water rights, mitigation, rush applications, etc.), plus the cost of the license fee. Genesee & Wyoming similarly charges a non-refundable \$1,000 application fee, plus a \$1,750 engineering review fee.

As compared to the past VCTC practice of a \$1,000 flat fee, the proposed fee structure aligns with current market rates and more closely aligns with the actual costs to process and monitor compliance with ROE permit requirements, with the ultimate purpose to ensure safety of railroad operations and to protect the interests of both SNR and VCTC.

As the fees in the template ROE represent an increase from VCTC's past practice, staff intends to engage in a public outreach process to ensure that interested stakeholders are aware of the new fees and processes for obtaining ROEs on the SPBL. Consequently, staff recommends that the Commission approve the template ROE and the new administrative ROE process, but direct staff to delay implementation of the new process for sixty (60) days so that public outreach can take place. If staff determines that information gained during the public outreach process justifies modifications to the proposed ROE process, staff will bring this item back to the Commission for further consideration prior to moving forward with implementation.



## SANTA PAULA BRANCH LINE RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (“**Agreement**”) is dated \_\_\_\_\_, 2023 (“**Effective Date**”) and is between the Ventura County Transportation Commission (the “**VCTC**”), Sierra Northern Railway (“**Railroad**”), and \_\_\_\_\_ (“**Contractor**”).

Contractor has requested permission to temporarily enter upon Santa Paula Branch Line (“**SPBL**”) railroad property owned by the VCTC and leased by Railroad. The VCTC and Railroad are agreeable subject to the terms and conditions set forth herein.

The parties agree as follows:

### **Article 1. RIGHT GRANTED**

Contractor intends to temporarily have personnel and equipment on the SPBL to complete the following work and related activities (collectively the “**Work**”): \_\_\_\_\_ . The VCTC and Railroad hereby grant Contractor the right, during the term of this Agreement, upon and subject to each and all of the terms, provisions, and conditions herein contained, and in performance of the Work, to enter upon and have ingress to and egress from the portion of the SPBL located at \_\_\_\_\_ and shown on **Exhibit A** hereto (the “**Property**”).

This Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee, or other interest in the Property to Contractor. This Agreement is not exclusive, and the VCTC and Railroad specifically reserve the right to grant other rights of entry upon, or within the vicinity of, the Property.

### **Article 2. TERM, TERMINATION**

The grant of right herein made to Contractor shall commence on \_\_\_\_\_, 2023 and continue until \_\_\_\_\_, 2023, unless sooner terminated as herein provided, or until such time as Contractor has completed its Work on the Property, whichever is earlier. Contractor agrees to notify the VCTC and Railroad when it has completed its Work on the Property.

This Agreement may be terminated by any party on 10 calendar days’ written notice to the other parties.

Upon the earlier of the completion of the Work or the termination of this Agreement, Contractor shall, at its own cost and expense, remove all of its property from the Property and restore the Property to the same condition in which it was prior to Contractor’s entry, including the removal of all trash. In case Contractor fails to restore the Property to its prior condition within 10 business days after the effective date of termination of this Agreement, the VCTC or Railroad may proceed



with such work at Contractor's expense.

In the event the VCTC or Railroad authorizes Contractor to take down any fence or structure on the Property, or in any manner to move or disturb any of the VCTC's or Railroad's other property in connection with the Work, Contractor shall as soon as possible, and at Contractor's sole expense, restore such fence or structure or other property to the same condition as it was before such fence or structure was taken down or such other property was moved or disturbed, and Contractor shall indemnify and hold harmless the VCTC and Railroad, and the VCTC's and Railroad's respective officers, officials, employees, representatives, agents, and volunteers against and from any and all liability, loss, damages, claims, demands, costs, and expenses of whatsoever nature, including court costs and reasonable attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss, or destruction grows out of or arises from the taking down of any fence or structure or the moving or disturbance of any of the VCTC or Railroad's property. The VCTC and Railroad will not pay Contractor for any betterments or improvements in such fence and other property that may be made by Contractor.

If Contractor fails to remove any of its property as set forth above, the VCTC and Railroad shall have the right to dispose of, sell, store, or cause to be stored any such property and Contractor shall reimburse the VCTC and Railroad for their costs in disposing of, selling, storing, or causing to be stored the same.

### **Article 3. FEES**

As compensation for the rights herein granted, Contractor shall pay a license fee ("**License Fee**") to Railroad in accordance with the following schedule:

<b>Number of Working days on the Property</b>	<b>Fee</b>
1 day	\$1,575
2 days	\$2,625
3 days	\$4,200
4-5 days	\$5,575
More than 5 days	\$6,300
More than 15 days	\$10,500

The License Fee shall be payable at the time of Contractor's execution of this Agreement and this Agreement shall not become effective until full payment of the License Fee. The License Fee shall be in addition to any applicable flagging, switching, or other costs payable to Railroad under this Agreement.

### **Article 4. COMMON CARRIER TERMS AND CONDITIONS**

The Property is in active use as a common carrier railroad. The terms and conditions set forth in **Exhibit B** hereto are thus hereby made a part of this Agreement and all Work performed by Contractor on the Property shall be performed in a manner reasonably satisfactory to Railroad's

General Manager or Track and Maintenance Manager (each of whom is hereinafter a “**Railroad Representative**”).

**Article 5. EXPENSES; PROPERTY DAMAGE; LIENS**

Contractor shall bear any and all costs and expenses associated with Contractors Work, use of the Property, as well as any and all costs or expenses incurred by the VCTC or Railroad relating to damage caused by Contractor’s Work or use of the Property. Contractor agrees to reimburse the VCTC and Railroad for any and all expenses incurred by the VCTC and Railroad in relation to Contractor’s Work or use of the Property.

Contractor shall be responsible for any and all damages to the Property arising from the Work or Contractor’s presence on the Property, including loss, damage, or theft of appurtenances or equipment located on the Property. Contractor’s responsibility under this section includes damages caused directly or indirectly by the acts or omissions of Contractor or its officers, agents, employees, representatives, guests, patrons, volunteers, invitees, and subcontractors.

Contractor shall pay in full all persons who perform labor or provide materials for the Work. Contractor shall not permit or suffer any mechanic’s or materialman’s liens of any kind or nature to be enforced against any property of the VCTC or Railroad for such Work. Contractor shall indemnify and hold harmless the VCTC and Railroad from and against any and all liens, claims, demands, costs, or expenses of whatsoever nature in any way connected with or growing out of the Work, including any labor performed and any materials furnished.

**Section 6. ASSUMPTION OF RISK**

Contractor accepts the Property in its present condition and hereby assumes the risk of any injury to and death of persons and damage to or destruction of property resulting from the condition of or any defects anywhere in or upon or related to Property, regardless of whether such condition or defects are known or unknown, apparent or latent, and regardless of whether such condition or defects exist at the commencement of this Agreement or at some later time.

No termination of this Agreement shall release Contractor from any liability or obligation hereunder resulting from any acts, omissions, or events happening prior the termination of this Agreement and restoration of the Property to its prior condition.

**Article 7. INSURANCE**

Before commencing Work on the Property, Contractor agrees to procure and maintain, at its sole cost and expense, the following insurance coverage with an insurer or insurers and in a form reasonably satisfactory to the VCTC and Railroad, which insurance shall be maintained in force during the life of this Agreement:

**Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, and bodily injury and property damage, with limits no less

than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if the Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage, required whenever work is performed.

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease, required whenever work is performed.

If Contractor maintains higher limits than the minimums shown above, the VCTC and Railroad require, and shall be entitled to, coverage for the higher limits maintained by Contractor.

The insurance policies set forth above shall contain, or shall be endorsed to contain, the following provisions:

**Additional Insured Status:** The VCTC and Railroad, and their respective officers, officials, employees, representatives, agents, and volunteers are to be covered as additional insureds on all policies except the workers' compensation policy. The workers' compensation insurer shall agree to waive all rights of subrogation against the VCTC and Railroad, their respective officers, officials, employees, representatives, agents, and volunteers for losses arising from the Work on the Property. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used).

**Railroad Endorsement:** Contractor's insurance shall not contain any exclusions for work performed, or activities, on or near a railroad or railroad track. Contractor's insurance shall also include the following endorsement: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing the "Premises" as the Property.

**Primary Coverage:** For any claims related to this Agreement, Contractor's insurance coverage shall be primary as respects the VCTC, Railroad, and their respective officers, officials, employees, representatives, agents, and volunteers. Any insurance or self-insurance maintained by the VCTC, Railroad, or their respective officers, officials, employees, representatives, agents, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the VCTC and Railroad.

**Waiver of Subrogation:** Contractor hereby grants to the VCTC and Railroad a waiver of

any right to subrogation which any insurer may acquire against the VCTC or Railroad, or their respective officers, officials, employees, representatives, agents, or volunteers, by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the VCTC or Railroad have received a waiver of subrogation endorsement from the insurer.

**Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the VCTC and Railroad. The VCTC and Railroad may require Contractor to purchase coverage with a lower deductible or retention or to provide proof of ability to pay any and all losses and related investigations, claim administration costs, and defense expenses within any retention. If any insurance policy includes a self-insured retention, nothing shall prevent any of the parties from satisfying or paying the self-insured retention. If any insurance policy states that the self-insured retention 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.

**Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the VCTC and Railroad.

**Verification of Coverage:** Contractor shall furnish the VCTC and Railroad with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the VCTC and Railroad before commencement of any Work on the Property; provided, however, that any failure to obtain the required documents prior to the commencement of the Work on the Property shall not diminish Contractor's obligation to provide them. The VCTC and Railroad reserve the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## **Article 8. COMPLIANCE WITH LAWS**

In the prosecution of the Work, Contractor shall obtain all applicable permits and comply with all applicable federal, state, and local laws, regulations, and enactments. Contractor shall use only such methods as are consistent with safety, both as concerns Contractor, Contractor's officers, agents, employees, representatives, guests, patrons, volunteers, invitees, and subcontractors, any property of the VCTC or Railroad, and the general public. All Federal Railroad Administration regulations shall be followed when Work is performed on the Property. If any failure by Contractor to comply with any such laws, regulations, and enactments results in any fine, penalty, cost, or charge being assessed, imposed, or charged against the VCTC or Railroad, Contractor shall reimburse and indemnify the VCTC and Railroad for any such fine, penalty, cost, or charge, including reasonable attorney's fees, court costs, and expenses. Contractor further agrees, in the event of any such action and upon notice thereof being provided by the VCTC or Railroad, to

defend such action free of cost, charge, or expense to the VCTC and Railroad.

**Article 9. INDEMNITY**

Contractor agrees to and shall indemnify, defend, and hold harmless the VCTC and Railroad, and their respective officers, officials, employees, representatives, agents, and volunteers from and against any and all claims, demands, losses, damages, causes of action, suits, and liabilities of every kind (including reasonable attorneys' fees, court costs, and other expenses related thereto), arising out of or in connection with the Work or this Agreement, including any action or omission of, or actions or omissions permitted by, Contractor or its officers, agents, employees, representatives, guests, patrons, volunteers, invitees, and subcontractors.

Contractor's obligation to defend, indemnify, and hold the VCTC and Railroad, and their respective officers, officials, employees, representatives, agents, and volunteers harmless under the provisions of this Article is not limited to or restricted by any requirement in this Agreement to procure and maintain a policy of insurance.

The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

**Article 10. NO JOINT VENTURE OR RELATIONSHIP**

Nothing herein contained shall constitute a partnership between, or joint venture by, the parties or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this Article and no party shall become liable by any representation, act, or omission of the other parties contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such third party whether referred to herein or not.

Contractor's personnel performing Work, or otherwise acting, under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees or agents of Contractor and not employees or agents of the VCTC or Railroad. However, at the request of the VCTC or Railroad, Contractor shall during the term of this Agreement remove from the Property any person or entity who fails to comply with the requirements of this Agreement or, in the VCTC's or Railroad's sole discretion, has created or believed to be creating a dangerous or nuisance condition on the Property. Contractor shall indemnify the VCTC and Railroad against any claim arising from the removal of any such person or entity from the Property.

**Article 11. CANCELLATION**

Should Contractor cancel the Work, or any portion thereof, Contractor agrees to reimburse the VCTC and Railroad for any expenses incurred by the VCTC and Railroad on behalf of Contractor in preparation for or execution of the canceled Work.

This Agreement may be terminated at any time if and when the Property is required for public emergency use. The VCTC or Railroad may also terminate this Agreement at any time, without

liability to Contractor, if it is determined, in the VCTC's or Railroad's sole discretion, that Contractor has failed to strictly comply with this Agreement.

**Article 12. MODIFICATIONS; WAIVER**

All modifications of, waivers of, and amendments to this Agreement or any part hereof must be in writing signed on behalf of each of the parties. No failure or delay by either party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege hereunder.

**Article 13. ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign, sublet or subcontract this Agreement, or any interest therein, without the prior written consent of the VCTC and Railroad and any attempt to assign, sublet, or subcontract without such consent shall be void. If the VCTC and Railroad gives Contractor permission to subcontract all or any portion of the Work, Contractor is and shall remain responsible for all subcontracted Work and all subcontracted Work shall be governed by the terms of this Agreement.

**Article 14. AMBIGUITIES**

Headings used in this Agreement are used only for reference and are not intended to define, limit, expand, or describe the scope of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement; this Agreement is to be construed as if the parties had drafted it jointly.

**Article 15. SEVERABILITY**

If any portion of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, that portion shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be amended or reformed to the extent necessary to make such portion valid and enforceable; the remaining portions of this Agreement shall remain in full force and effect. Any such prohibition or unenforceability in any jurisdiction shall not prohibit or render unenforceable any such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law that renders any provision of this Agreement prohibited or unenforceable in any respect.

**Article 16. GOVERNING LAW & VENUE**

This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California. Venue for any action concerning the terms of this Agreement shall be in the Superior Court of the County of Ventura and the parties hereby consent to such jurisdiction and to service of process by any means authorized under California law.

**Article 17. EXECUTION; COUNTERPARTS**

The parties agree and represent that they have read this Agreement in its entirety, reviewed it with their respective counsel, and understand its contents. Each of the persons executing this Agreement warrants that he or she has the right and power to enter into this Agreement on behalf of the party for whom he or she is representing that he or she is executing this Agreement.

Each party agrees that this Agreement may be executed by electronic or facsimile signature, which shall be as effective as an original signature and which may be used in lieu of the original for any purpose, and in one or more counterparts, all of which together shall constitute one agreement binding on all the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first above written.

Sierra Northern Railroad:	Contractor
By: Matt Blackburn	By:
Its: General Manager	Its:

**EXHIBIT A**  
(Map of Property)



**EXHIBIT B**  
**COMMON CARRIER TERMS AND CONDITIONS**

**Section 1. NOTICE OF COMMENCEMENT OF WORK; FLAGGING**

Contractor agrees to notify Railroad Representative at least 48-hours in advance of Contractor commencing any Work on the Property and at least 24-hours prior to the performance of any Work in which any personnel or equipment may be within 20 feet of any railroad tracks or may be near enough to any railroad tracks that any equipment extension (including a crane boom) may reach to within 20 feet of any railroad tracks.

Upon receipt of such notice, Railroad Representative will determine whether one or more flagmen must be present and whether Contractor must implement any other special protective or safety measures. If any flagmen or other special protective or safety measures are performed by Railroad, such services will be provided at Contractor's sole expense with the understanding that, if Railroad provides any flagging or other services, Contractor shall pay for such services and shall not be relieved of any of its responsibilities or liabilities set forth herein.

Contractor understands and agrees that unless notice as set forth herein is provided to Railroad (telephone notice will be adequate), any personnel and equipment will be subject to removal from the Property by Railroad until such notice is given. If an emergency should arise requiring immediate attention, Contractor shall provide Railroad with as much notice as practicable before commencing any Work.

Flagging or Railroad employee time to set and remove any necessary track worker protection is billed in hourly increments at \$150.00 per hour.

**Section 2. NO INTERFERENCE WITH RAILROAD OPERATIONS**

The Property is part of the SPBR and in active common carrier railroad use. The grant of rights pursuant to this Agreement is thus subject and subordinate to the prior and continuing right and obligation of the VCTC and Railroad to use and maintain the Property and to construct, maintain, repair, renew, use, operate, change, modify, or relocate railroad tracks, signals, communications equipment, fiber optics, or other wirelines, pipelines, and other facilities upon, along, under, or across any or all parts of the Property, any or all of which may be freely done at any time by the VCTC and Railroad without liability to Contractor or to any other person or entity for compensation or damages. The grant of rights is also subject to all outstanding superior rights including those in favor of licensees and lessees of the SPBL or the Property, and the VCTC's and Railroad's right to renew and extend the same.

No Work shall cause any interference whatsoever with the constant, continuous, and uninterrupted use of the tracks, property (including the Property), and facilities of the VCTC or Railroad, or of the VCTC's or Railroad's lessees, licensees, or others, unless specifically permitted under this Agreement or specifically authorized in advance by the VCTC and Railroad. Nothing shall be done or suffered to be done by Contractor at any time that would in any manner impair the safety thereof. When not in use, Contractor's machinery and materials shall be kept at least 50 feet from the

centerline of the nearest SPBL railroad tracks and there shall be no crossings of SPBL railroad tracks except at existing and open public crossings.

### **Section 3. PROTECTION OF FIBER OPTIC CABLES**

Fiber optic cables may be buried on the Property, the protection of which is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to conducting any Work, Contractor shall contact USA North 811 (at 811 or 800-642-2444), and telephone the Union Pacific Railroad Company (at 1-800-336-9193) to determine if fiber optic cable is buried anywhere on the Property. If it is, Contractor or Union Pacific will telephone the telecommunications companies involved, arrange for a cable locator, and make arrangements for relocation of other protection of the fiber optic cable prior to commencing any Work on the Property.

In addition to other indemnity provisions in this Agreement, Contractor shall indemnify and hold the VCTC and Railroad harmless against and from all costs, liabilities, and expenses whatsoever (including, without limitation, reasonable attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor or its officers, agents, employees, representatives, guests, patrons, volunteers, invitees, and subcontractors, that causes or in any way or degree contributes to (i) any damage to or destruction of any telecommunications system on the Property, (ii) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractors, agents, and/or employees, on the Property, or (iii) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication companies. Contractor shall not have or seek recourse against the VCTC or Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to any telecommunication company using the Property or a customer or user of services of the fiber optic cable on the Property.

### **Section 4. RAILROAD SAFETY**

Safety of personnel, property, rail operations, and the public is of paramount importance in the prosecution of the Work. As reinforcement and in furtherance of overall safety measures to be observed by Contractor, special safety rules, including the following, shall at all times be observed:

**A.** Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. Contractor shall have proper first aid supplies available on the job site so prompt first aid services can be provided to any person who may be injured on the job site. Contractor shall promptly notify the VCTC and Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the Work performed on the Property. Contractor shall have a non-delegable duty to control its employees while they are on the Property to be certain they do not use, are not under the influence of, and do not have in their possession any alcoholic beverage or illegally obtained drug, narcotic, or other illegal substance.

**B.** Contractor's employees shall be suitably dressed to perform their duties safely and

in a manner that will not interfere with their vision and hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective footwear. Employees shall not wear footwear that has thin soles or heels that are higher than normal. In addition, Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules or regulations, or Railroad Officials overlooking the Work. In particular, the protective equipment to be worn shall be:

- i.** Protective head gear that meets American National Standard Z89.1, latest revision. It is suggested that all hard-hats be affixed with Contractor's logo or name.
- ii.** Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1, latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and
- iii.** Hearing protection which affords enough attenuation to give protection from noise levels occurring on the Property.

**C.** All heavy equipment provided or leased by Contractor shall be equipped with audible back-up warning devices. If in the opinion of Railroad Representative any of Contractor's equipment is unsafe for use on the Property, Contractor, at the request of Railroad Representative, shall remove such equipment from the Property.

**D.** If Contractor will have or does have men or equipment within 20 feet of the centerline of any track, then Contractor's employees who will be or are within such zone shall be trained in Railroad's trackworker safety program prior to working within such limits and shall follow all Railroad's trackworker safety rules and procedures. If Contractor's employees have been trained by another common carrier railroad within the prior six months, only refresher training will be required on Railroad's trackworker safety program and rules. Contractor shall pay for Railroad's trainer time at \$75.00 per hour. Strict compliance with Railroad's trackworker safety program will be required at all times, and Contractor will indemnify and hold the VCTC and Railroad harmless from any fines or fees caused by Contractor's failure to comply at all times with Railroad's trackworker safety program.

**E.** Contractor shall not cross any trackage of SPBL with any vehicles except at existing and open public crossings.

**F.** In live track operations, a distance of 20 feet from track must be maintained unless the Work necessitates working in closer proximity to the track, in which case Contractor's employees and equipment must have prior authorization from Railroad. When so authorized, a Railroad flagman must be present. Contractor's employees must be familiar with procedures to clear personnel and equipment from the track area for approaching trains. In addition, the following safety procedures shall be adhered to by all of Contractor's

employees:

Always be on the alert for moving equipment while working near any railroad tracks or facilities.

Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.

In passing around ends of standing cars, engines, railroad machinery, and other on-track equipment, leave at least one rail car length (50 feet) between yourself and the end of the equipment.

Avoid walking or standing on track at any time. When it is necessary to walk or work on track, always keep a sharp lookout in both directions for approaching trains.

Before stepping or crossing tracks, look in both directions first. The same is true when walking around machinery and equipment on and about the tracks.

Do not sit on, lie under, or cross between cars except as required in performance of your duty, and only when track and equipment are under proper protection.

In multiple track territory, do not stand on one track while a train is passing on another.

June 27, 2023

**Via E-mail and U.S. Mail**

Ken Beard  
President  
Sierra Northern Railway  
1222 Research Park Drive  
Davis, CA 95618  
[kbeard@sierrarailroad.com](mailto:kbeard@sierrarailroad.com)

**CC:**  
Torgny Nilsson  
Vice President & General Counsel  
[tnilsson@sierraenergy.com](mailto:tnilsson@sierraenergy.com)

**Re: Right of Entry Administrative Process Under SPBL Lease and Operations Agreement**

Dear Ken:

This letter is intended to memorialize the process pursuant to which Sierra Northern Railway (“Sierra Northern”), as operator of the Santa Paula Branch Line (“SPBL”), will administer Right-of-Entry Agreements (“ROE”) on the SPBL on behalf of VCTC (“Letter Agreement”).

As you know, VCTC and Sierra Northern entered into that certain Lease and Operations Agreement (“Lease”) as of December 23, 2021. The Lease does not contemplate how ROEs will be administered on the SPBL. VCTC and Sierra Northern have agreed that as part Sierra Northern’s operations on the SPBL, Sierra Northern will administer ROEs utilizing the template ROE form approved by the VCTC Commission and subject to the terms outlined in this Letter Agreement.

- In exchange for administering ROEs, Sierra Northern is authorized to collect and retain the ROE fees outlined in the template ROE less 5%, which will be transmitted back to VCTC.
- VCTC has the right to direct Sierra Northern to terminate any ROE on the SPBL on 10 calendar days’ written notice. VCTC also has the right to direct Sierra Northern to terminate a ROE immediately if the ROE area is required for public emergency use or

if VCTC determines in its sole discretion that a contractor has failed to strictly comply with the terms of the ROE template agreement.

- Sierra Northern shall ensure that all contractors obtaining ROEs procure all required insurance in the form and in the amounts provided in the template ROE and provide evidence of such insurance to VCTC.
- Sierra Northern shall prepare ROEs for VCTC’s review and approval prior to Sierra executing ROEs. Sierra Northern will ensure that all documentation required in the ROE Checklist document is included in the ROE package submitted to VCTC for review and approval. Sierra Northern shall only enter into ROEs utilizing the ROE template. Sierra Northern shall not alter the language or terms of the ROE template without VCTC’s prior written approval. VCTC shall review complete ROE packages and provide determinations to Sierra Northern within three (3) business days from receipt.
- Sierra Northern agrees that administration of ROEs on the SPBL is included in Sierra Northern’s operations pursuant to the Lease as referenced in Section 13.1 therein.

***By signing below, the Parties confirm their respective consent to and agreement with the terms outlined in this Letter Agreement.***

Sincerely,

Martin Erickson  
Executive Director of VCTC

**VCTC:**

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

Its: \_\_\_\_\_

**SIERRA NORTHERN RAILWAY:**

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

Its: \_\_\_\_\_

5397253.1

**SANTA PAULA BRANCH LINE RIGHT OF ENTRY AGREEMENT EXECUTION REQUIREMENTS CHECKLIST**

1. This Requirements Checklist shall be included as the cover page on all Right of Entry Agreements (ROE) on the Santa Paula Branch Line (SPBL).
2. Prior to executing any ROE on the SPBL, Sierra Northern Railroad (“Sierra Northern”) must adhere to the requirements outlined in this document and must submit the required documentation to Ventura County Transportation Commission (VCTC). Sierra Northern shall not execute any ROE until VCTC has approved the ROE package and signed this form indicating that the ROE package contains all required elements and has been approved by VCTC.
3. All authorized rights-of-entry on the SPBL must be memorialized on the ROE template agreement approved by VCTC Commission. Any proposed changes to the ROE template must be highlighted and pre-approved by VCTC staff.
4. All ROE packages must include the following elements (Sierra Northern to check boxes to confirm that each element is included in this submittal):
  - a. Certificates of Insurance (COI) consistent with the ROE template \_\_\_\_\_
  - b. Map/Diagram showing the location and size of the ROE area \_\_\_\_\_
  - c. Documentation of Payment of Applicable Fees \_\_\_\_\_
  - d. ROE template indemnification language or written approval from VCTC for alternative indemnification language \_\_\_\_\_

This ROE package was submitted to VCTC for review on \_\_\_\_\_ day of \_\_\_\_\_. VCTC shall review complete ROE packages and provide determinations to Sierra Northern within three (3) business days from receipt.

**SIERRA NORTHERN RAILROAD**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**By signing below, VCTC has reviewed and confirmed that all required elements have been included in the ROE package and the ROE is ready for signature.**

**VENTURA COUNTY TRANSPORTATION COMMISSION**

By: \_\_\_\_\_

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

Its: \_\_\_\_\_





September 8, 2023

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: AMANDA FAGAN, DIRECTOR OF PLANNING & SUSTAINABILITY**

**SUBJECT: SANTA PAULA BRANCH LINE MONTHLY UPDATES FOR JULY AND AUGUST 2023**

**RECOMMENDATION:**

- *Receive and file a report on Santa Paula Branch Line updates for the months of July and August 2023.*

**BACKGROUND AND DISCUSSION:**

In December 2021, VCTC executed a Railroad Lease and Operations Agreement (Agreement) with Sierra Northern Railway (SNR) for a 35-year term. Under the Agreement, SNR is responsible to operate and maintain the full SPBL right-of-way as of January 1, 2022. The Agreement defines roles and responsibilities and grants to Sierra Northern the exclusive rights to operate the SPBL for Railroad Purposes, including tourist and freight services, film and television production, and storage and transload services. Staff most recently gave a verbal presentation on SPBL operations at the June 2, 2023 meeting, with a written report provided to the Commission with the July 2023 Agenda. Members of the Commission have requested more regular updates on the activities of the SPBL. The following report includes updates for the months of July and August 2023.

Updates and Activities include:

- VCTC staff continues to meet regularly with a Project Manager and support team from the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES). Three projects have been developed for **FEMA public assistance**: (1) Debris removal for the SPBL; (2) Railroad repairs for two sections of the SPBL; and (3) Sespe Creek Overflow Bridge reconstruction.
- **Field work for hydrology, geotechnical, and environmental permitting** was completed in support of the planning, design and permitting of the Sespe Creek Overflow Bridge reconstruction. Analysis of the hydrological and geotechnical conditions continues. Challenging hydrology and geology of the site will impact the construction schedule and costs. The window for construction due to water level and hydrological conditions will likely be late May through September to reflect the driest period of the year.
- During the months of July and August, VCTC staff prepared to host a **Community Meeting** regarding SPBL operations and plans in Fillmore. Staff coordinated with the City of Fillmore, prepared and distributed an informational invitation flyer, developed presentation boards, and developed an informational presentation and visual aids.
- On August 15, VCTC hosted a Community Meeting with participation from Sierra Northern Railway and Mendocino Railway at Fillmore City Hall. VCTC staff provided an overview of the history of the SPBL and the Railroad Lease and Operations Agreement. Sierra Northern Railway's President/Chief Executive Officer and Ventura Division General Manager shared information about their operations and plans for the Branch Line. Mendocino Railway's President & Chief Executive Officer shared information about railbikes operations and future tourist and excursion trains. Ten public speakers provided public comments, with concerns expressed regarding storage of railcars west of Fillmore near Old Telegraph Road, along with support for rail service on the SPBL in general.
- In response to concerns expressed by the Ventura County Farm Bureau regarding communications with farmworkers and the farm labor community, VCTC will be working with Sierra Northern and other

- partners to develop **Spanish-language information on rail safety** on the SPBL corridor to communicate with farmworkers and farm labor contractors operating near the SPBL.
- On August 16, VCTC received the 30% design plans from RailPros for the reconstruction of the Sespe Creek Overflow Bridge and conducted a design review meeting with RailPros and Sierra Northern Railway Chief Engineer and Division Manager on August 22.
  - A draft **Notice of Exemption** from the California Environmental Quality Act (CEQA) was prepared for the reconstruction of the Sespe Creek Overflow Bridge.
  - On August 21, VCTC issued a **Right of Entry permit** to Crimson Pipeline for a one-year term to allow for regular visual inspections of the pipeline within the SPBL right-of-way. Crimson inspectors participated in a Railway Workers Safety training provided by Sierra Northern to ensure safe access to the railroad right-of-way when conducting those inspections.
  - Sierra Northern Railway awaits grant award announcements from the Federal Railroad Administration for the **Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant** program. Sierra Northern Railway applied for a \$10 million grant for improvements to the SPBL. Sierra Northern will match the Federal grant award with an additional private investment of \$10 million, for a total investment of \$20 million to improve the signals, tracks, bridges, and infrastructure of the SPBL. Award announcements are anticipated in late August but were not yet available prior to Agenda publication.
  - On August 29, VCTC staff met with representatives of Sierra Northern Railway, Mendocino Railway, Ventura County Agricultural Commissioner's Office, Ventura County Farm Bureau, and the Coalition of Labor, Agriculture, and Business (CoLAB) to discuss agricultural neighbor concerns regarding use of the SPBL corridor and coordination of aerial spraying relative to rail operations.



Item 8M

September 8, 2023

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**

**FROM: DARRIN PESCHKA, PROGRAM MANAGER, GOVERNMENT AND COMMUNITY RELATIONS**

**SUBJECT: LEGISLATIVE UPDATE**

**RECOMMENDATION:**

- Receive and file.

**DISCUSSION:**

**State Issues**

In early July, Gov. Gavin Newsom signed two pieces of legislation, a budget bill and a transportation budget trailer bill, that will provide an anticipated \$5.1 billion in funding for transit and transportation programs statewide over the next several years. The funding is a combination of new dollars and restored funding that was slated to be eliminated in early budget proposals.

In Sacramento, state legislators reconvened Aug. 14 after a monthlong summer recess. Fiscal and policy committees were to spend the next few weeks considering bills before the legislative session wraps up Sept. 14. The governor then has until Oct. 14 to sign or veto bills passed by the Legislature.

**Budget Act of 2023 (Assembly Bill 102)**

The Budget Act of 2023, signed by the governor in July, is a \$310 billion state budget bill for Fiscal Year 2023-24. The bill includes \$5.1 billion in restored and new funding for transit and transportation programs. The bill restores a proposed \$2 billion General Fund reduction to the Transit and Intercity Rail Capital Program (TIRCP), which provides grants to modernize the state's intercity, commuter and urban rail systems; and bus and ferry transit systems. The bill leaves in place the original total commitment of \$4 billion general fund investment for Fiscal Years 2023-24 and 2024-25.

The budget bill also provides \$1.1 billion in new and previously appropriated funding for a new Zero-Emission Transit Capital Program. The program is intended to provide funding for zero-emission vehicles and fueling infrastructure. However, the bill provides flexibility for capital funding from both TIRCP and the zero-emission programs to be used for transit operations. The General Fund TIRCP funding will be distributed to regional transportation planning agencies through a population-based formula. The Zero-Emission Transit Capital Program funds will be distributed through a formula based

on population and a formula based on transit operator revenues, consistent with the current State Transit Assistance (STA) formula. It is important to note that while the funding for the 2023-24 Fiscal Year has been appropriated, funding for subsequent years will be subject to budget approval by the Legislature.

#### Transportation Budget Trailer Bill (Senate Bill 125)

The transportation budget trailer bill, SB 125, extends statutory relief provided to transit operators during the pandemic, establishes accountability measures for agencies that receive certain transit funding from the approved budget bill, and requires the development of a transit transformation task force to create policy recommendations to sustain and grow public transit. The bill, signed in July, is an urgency bill and took effect immediately.

During the pandemic, the Legislature provided several statutory relief measures to assist transit agencies and then extended those measures in subsequent years. The measures were due to expire at the end of the 2022-23 Fiscal Year. Under SB 125, the statutory relief for transit operators will extend through the 2025-26 Fiscal Year. The relief extends the hold harmless provision for the calculation and distribution of State Transit Assistance (STA) Program, Low Carbon Transit Operations Program (LCTOP), and STA State of Good Repair allocations (local revenue-basis only); extends the suspension of financial penalties associated with the Transportation Development Act (TDA) farebox recovery requirements; extends flexibility for the use of State Transit Assistance-State of Good Repair funds; and extends suspension of financial penalties regarding transit operators' operating cost per revenue vehicle hour.

The California State Transportation Agency (CalSTA) is responsible for overseeing the SB 125 transit program. SB 125 requires that regional transportation planning agencies (RTPAs) follow extensive accountability measures for any funding received through the General Fund TIRCP and Zero-Emission Transit Capital Program allocations, with limited exceptions. For example, to receive an allocation of 2023-24 funding, a regional transportation planning agency would be required to submit to CalSTA a regional short-term financial plan for approval. CalSTA is in the process of developing the accountability program. CalSTA has released the informal draft guidelines and was expected to release the draft guidelines by Aug. 31. As of now, RTPAs will have until Dec. 31 to submit their Initial Allocation Package requests. Requested funding will be allocated no later than April 30, 2024.

CalSTA also will lead the Transit Transformation Task Force, as required by SB 125, to develop recommendations to grow ridership, improve the transit experience and address long-term operational needs. The task force is required to convene on or before Jan. 1, 2024, and must submit a report to the Legislature by Oct. 31, 2025. Participants are expected to include CalSTA representatives, transit agencies of different sizes representing both urban and rural areas, academic institutions and other stakeholders. More information about the SB 125 Transit Program is available on the CalSTA website.

Attachment A is the monthly report from California Advisors. Attachment B is a matrix of bills that VCTC is tracking.



## CALIFORNIA ADVISORS, LLC

### VENTURA COUNTY TRANSPORTATION COMMISSION MONTHLY STATE ADVOCACY REPORT AUGUST 2023

#### Legislative Update

The Legislature was on summer recess from July 14th to August 14th, so legislators were able to stay home and focus on their districts. Right before commencement of the break, the Assembly and Senate held lengthy policy committee hearings to meet the deadline for all bills to be moved through their respective policy committees. As a result, the early part of July saw several lengthy hearings that often lasted five or six hours.

Now that the recess has concluded, the past two weeks were mostly centered around appropriations committee hearings for all the bills that were tagged fiscal. A majority of the bills – those generating a significant state cost – were placed on the appropriations committee suspense files. The fate of these bills will be decided during the final fiscal committee hearing (on September 1st) where they either advance or put on hold for this legislative year. The bills that move out of the appropriations committee will proceed to the Senate or Assembly Floor for a full vote of their respective house.

If there were any amendments while the bill was in the second house, the legislation must then go back for a concurrence vote in their house of origin. This will all take place in the final weeks of the 2023 legislative session, where there will be lengthy floor session hearings before the deadline. All bills must be passed by the Legislature by September 14th, and the Governor then has until October 14th to sign or veto legislation. If bills are not passed, they will ultimately become two-year bills and will be subjected to an expedited deadline schedule in January when the Legislature returns.

Typically, there are several end-of-session bills that materialize in the last month via the “gut-and-amend” process. One of those late pushes this year is coming in the form of Assembly Constitutional Amendment 13 which has been deemed “The Protect and Retain the Majority Vote Act” and would require any initiative constitutional amendment to comply with any increased voter approval threshold that it seeks to impose on further ballot measures. This is an effort in direct response to an initiative that has already qualified for the 2024 ballot which would require any local special tax to be approved by a two-thirds vote. If ACA 13 passes, it would require that initiative to also pass by two-thirds vote in November of 2024. As always, California Advisors will continue to keep VCTC updated on relevant legislation and important upcoming deadlines.

## LAO California Spending Plan

Each year, the Legislative Analyst's Office (LAO) publishes the California Spending Plan to summarize the annual state budget. This publication provides an overview of the 2023-24 Budget Act, gives a brief description of how the budget process unfolded, and then highlights major features of the budget approved by the Legislature and signed by the Governor.

In this plan, LAO noted that the budget problem includes \$4.5 billion in New, Discretionary Proposals. They estimated the Legislature solved a \$26.5 billion budget problem in the 2023-24 budget package. This budget problem is nearly the same as the one addressed by the Governor in the May Revision. The state has several types of solutions—or options—for addressing a budget problem, but the most important include reserve withdrawals, spending reductions, revenue increases, and cost shifts. That includes: \$13 billion in spending-related solutions, \$10 billion in cost shifts, and nearly \$4 billion in revenue-related solutions.

LAO stated that the budget package included several measures to support transit and rail improvements and provided relief to transit agencies that are projecting operational funding shortfalls. This includes \$4 billion from the General Fund over a two-year period (including \$2 billion in 2023-24) for the Transit and Intercity Rail Capital Program and \$1.1 billion over a four-year period (including \$410 million in 2023-24) from the GGRF and the Public Transportation Account for the new Zero-Emission Transit Capital Program. Both programs will allocate funding to transit agencies on a formula basis to use for capital improvements and/or operational support. The budget package also included budget trailer legislation that (1) implements several accountability measures for the funding augmentations, such as requiring agencies to submit short- and long-term financial plans; (2) temporarily extends statutory relief measures provided to transit agencies during the pandemic; and (3) requires the California State Transportation Agency to establish a task force to develop and submit policy recommendations to the Legislature on how to grow ridership and improve overall transit services.

## Upcoming Bill Deadlines

**September 1** – Last day for fiscal committee to meet and report bills to Floor.

**September 5-14** – Floor sessions only.

**September 8** – Last day to amend on the Floor.

**September 14** – Last day for each house to pass bills.

**October 14** – Last day for Governor to sign or veto bills passed by the Legislature.

*Below is a list of VCTC tracked newly introduced bills:*

**AB 7 (Friedman D) Transportation: funding: capacity projects.**

**Introduced:** 12/5/2022

**Status:** 7/12/2023-From committee: Do pass and re-refer to Com. on APPR. (Ayes 10. Noes 4.) (July 11). Re-referred to Com. on APPR.

**Summary:** The Transportation Agency is under the supervision of the Secretary of Transportation, who has the power of general supervision over the Department of the California Highway Patrol, the

California Transportation Commission, the Department of Motor Vehicles, the Department of Transportation, the High-Speed Rail Authority, and the Board of Pilot Commissioners for the Bays of San Francisco, San Pablo, and Suisun. The secretary, among other duties, is charged with developing and reporting to the Governor on legislative, budgetary, and administrative programs to accomplish coordinated planning and policy formulation in matters of public interest, including transportation projects. On and after January 1, 2025, and to the extent applicable and cost effective, this bill would require the agency, the Department of Transportation, and the California Transportation Commission to incorporate specified principles into their existing program funding guidelines and processes.

**AB 400 (Rubio, Blanca D) Local agency design-build projects: authorization.**

**Introduced:** 2/2/2023

**Status:** 7/13/2023-Read third time. Passed. Ordered to the Assembly. (Ayes 37. Noes 0.). In Assembly. Concurrence in Senate amendments pending. May be considered on or after August 11 pursuant to Assembly Rule 77.

**Summary:** Current law authorizes a local agency, as defined, with approval of its governing body, to procure design-build contracts for public works projects in excess of \$1,000,000, awarding the contract either to the lowest bid or the best value. "Local agency" is defined, in part, for this purpose to include specified local and regional agencies responsible for the construction of transit projects, including any joint powers authority formed to provide transit service. Current law, among other requirements for the design-build procurement process, requires specified information submitted by a design-build entity to be certified under penalty of perjury. These provisions authorizing the use of the design-build procurement process are repealed on January 1, 2025. This bill would delete from the definition of "local agency" any joint powers authority formed to provide transit services, and would instead expand that definition to include any joint powers authority responsible for the construction of transit projects, thereby authorizing additional joint powers authorities to use the above-described design-build procurement process. The bill would extend the repeal date to January 1, 2031.

**AB 557 (Hart D) Open meetings: local agencies: teleconferences.**

**Introduced:** 2/8/2023

**Status:** 6/29/2023-Read second time. Ordered to third reading.

**Summary:** The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. This bill would revise the authority of a legislative body to hold a teleconference meeting under those abbreviated teleconferencing procedures when a declared state of emergency is in effect. Specifically, the bill would extend indefinitely that authority in the circumstances under which the legislative body either (1) meets for the purpose of determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, or (2) has previously made that determination.

**AB 610 (Holden D) Youth Transit Pass Pilot Program: free youth transit passes.**

**Introduced:** 2/9/2023

**Status:** 8/21/2023-In committee: Referred to APPR suspense file.

**Summary:** Current law declares that the fostering, continuance, and development of public transportation systems are a matter of state concern. Current law authorizes the Department of Transportation to administer various programs and allocates moneys for various public transportation purposes. Upon the appropriation of moneys by the Legislature, this bill would create the Youth Transit Pass Pilot Program, administered by the department, for purposes of awarding grants to transit agencies for the costs of creating, designing, developing, advertising, distributing, and implementing free youth transit passes to persons attending certain educational institutions, providing free transit service to holders of those passes, and administering and participating in the program, as specified. The bill would authorize a transit agency to submit a grant application in partnership with one or more educational institutions and would also authorize grant funds to be used to maintain, subsidize, or expand an existing fare-free program, as provided. The bill would authorize a transit agency with an existing fare-free program that enables a person 18 years of age or younger to use a transit agency's bus and rail services without paying any additional fare or charge to submit an application without an educational institution partner, as provided.

**AB 744 (Carrillo, Juan D) California Transportation Commission: data, modeling, and analytic software tools procurement.**

**Introduced:** 2/13/2023

**Status:** 8/14/2023-In committee: Referred to APPR suspense file.

**Summary:** Would, upon the appropriation of funds by the Legislature, require the California Transportation Commission to acquire public domain or procure commercially available or open-source licensed data, modeling, and analytic software tools to support the state's sustainable transportation, congestion management, affordable housing, efficient land use, air quality, and climate change strategies and goals, as provided. This bill would authorize the commission to provide a direct allocation of funding to local agencies for the above purposes, and would require state and local agencies that receive the funds or access to data, modeling, and analytic software tools to submit reports to the commission no later than August 1, 2026, regarding their use of the data, modeling, and analytic software tools. The bill would require the commission, based on those reports, to submit a report to the Legislature no later than June 1, 2027, regarding the use of the data, modeling, and analytic software tools by state and local agencies. This bill would authorize the commission to establish best practices for use of data in transportation planning and to identify data elements that should be made available to state and local agencies for transportation planning.

**AB 1052 (McCarty D) Sacramento Regional Transit District: taxes.**

**Introduced:** 2/15/2023

**Status:** 7/13/2023-Read second time. Ordered to third reading.

**Summary:** Current law authorizes the Sacramento Regional Transit District to levy or collect a property tax within any city or the unincorporated area, or any part thereof, in the district, upon the approval by a 2/3 vote of the electorate, as provided. Current law authorizes the board of directors of the district to adopt a retail transactions and use tax ordinance, subject to the approval of 2/3 of the electors at a special election. This bill would revise and recast those provisions related to the imposition of property taxes and retail transactions and use taxes by the district, by, among other things, explicitly authorizing the district to impose a property tax or retail transactions and use tax in the entirety of, or a portion of, the incorporated and unincorporated territory. If the tax only applies to a portion of an area of the



district, the bill would require the incorporated area of each city and of contiguous cities within the district to be either wholly included within or wholly excluded from that portion that is taxed and would require the entire unincorporated area of the district to be either wholly included within or wholly excluded from that portion that is taxed.

**AB 1335 (Zbur D) Local government: transportation planning and land use: sustainable communities strategy.**

**Introduced:** 2/16/2023

**Status:** 7/12/2023-From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 2.) (July 11). Re-referred to Com. on APPR.

**Summary:** Current law requires specified designated transportation planning agencies to prepare and adopt a regional transportation plan directed at achieving a coordinated and balanced regional transportation system, as described. Current law requires the plan to include specified information, including a sustainable communities strategy prepared by each metropolitan planning organization, and requires each transportation planning agency to adopt and submit, every 4 years, an updated plan to the California Transportation Commission and the Department of Transportation. Current law requires the sustainable communities strategy to include specified information, including an identification of areas within the region sufficient to house all the population of the region over the course of the planning period of the regional transportation plan, as specified, and an identification of areas within the region sufficient to house an 8-year projection of the regional housing need for the region, as specified. This bill would additionally require each metropolitan planning organization to include in the sustainable communities strategy the total number of new housing units necessary to house all the population of the region over the course of the planning period of the regional transportation plan, as specified, and the total number of new housing units necessary to house the above-described 8-year projection, as specified.

**AB 1348 (Grayson D) State government: Controller: claims audits.**

**Introduced:** 2/16/2023

**Status:** 8/21/2023-In committee: Referred to APPR suspense file.

**Summary:** Existing law, the Government Claims Act, generally requires the presentation of all claims for money or damages against local public entities and the state. Existing law provides for the presentation of a claim for which appropriations have been made, or for which state funds are available, under that act to the Controller, in the form and manner prescribed by the general rules and regulations adopted by the Department of General Services. Existing law, with specified exceptions, prohibits the Controller from drawing a warrant for any claim until it has been audited in conformity with law and the general rules and regulations adopted by the Department of General Services governing the presentation and audit of claims. This bill would authorize the Controller to conduct, unless prohibited by the provisions of a state ballot proposition passed by the electorate, financial and compliance audits as the Controller's office deems as necessary for purposes of ensuring that any expenditures, regardless of the source or fund from which the warrants for claims are drawn, are expended in a manner consistent with the law and the voters' intent. The bill would also authorize the Controller to conduct any audits necessary to carry out their constitutional and statutory duties and responsibilities under the law. The bill would require, if an audit is conducted as specified, the Controller to provide a report with specified information from these audits to the Legislature by June 30 following the completion of the audit and would require the Controller to allow all auditees in the report a reasonable period of time to review and comment on the section of the report relating to the auditee, as described. The bill would make related legislative findings and declarations.

**AB 1385 (Garcia D) Riverside County Transportation Commission: transaction and use tax.**

**Introduced:** 2/17/2023

**Status:** 7/10/2023-Read second time. Ordered to third reading.

**Summary:** Current law authorizes the Riverside County Transportation Commission to impose a transactions and use tax for transportation purposes subject to approval of the voters, which, pursuant to the California Constitution, requires approval of 2/3 of the voters. Current law limits the commission to a 1% maximum tax rate, and requires the commission's tax or taxes to be levied at a rate divisible by 1/4%, unless a different rate is specifically authorized by statute. This bill would raise the maximum tax rate the commission may impose from 1% to 1.5%. This bill would make legislative findings and declarations as to the necessity of a special statute for the County of Riverside.

**AB 1637 (Irwin D) Local government: internet websites and email addresses.**

**Introduced:** 2/17/2023

**Status:** 7/10/2023-In committee: Referred to APPR. suspense file.

**Summary:** Would, no later than January 1, 2029, require a local agency, as defined, that maintains an internet website for use by the public to ensure that the internet website utilizes a ".gov" top-level domain or a ".ca.gov" second-level domain and would require a local agency that maintains an internet website that is noncompliant with that requirement to redirect that internet website to a domain name that does utilize a ".gov" or ".ca.gov" domain. This bill, no later than January 1, 2029, would also require a local agency that maintains public email addresses to ensure that each email address provided to its employees utilizes a ".gov" domain name or a ".ca.gov" domain name. By adding to the duties of local officials, the bill would impose a state-mandated local program.

**SB 411 (Portantino D) Open meetings: teleconferences: bodies with appointed membership.**

**Introduced:** 2/9/2023

**Status:** 8/15/2023-Read second time. Ordered to third reading.

**Summary:** Would, until January 1, 2026, authorize an eligible legislative body to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if the city council has adopted an authorizing resolution and 2/3 of an eligible legislative body votes to use the alternate teleconferencing provisions. The bill would define "eligible legislative body" for this purpose to mean a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to the act. The bill would require an eligible legislative body authorized under the bill to provide publicly accessible physical locations for public participation, as prescribed. The bill would also require that at least a quorum of the members of the neighborhood council participate from locations within the boundaries of the city in which the neighborhood council is established. The bill would require that, at least once per year, at least a quorum of the members of the eligible legislative body participate in person from a singular physical location that is open to the public and within the boundaries of the eligible legislative body.

**SB 537 (Becker D) Open meetings: local agencies: teleconferences.**

**Introduced:** 2/14/2023

**Status:** 8/15/2023-Read second time. Ordered to third reading.

**Summary:** The Ralph M. Brown Act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify

each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. Current law, until January 1, 2024, authorizes the legislative body of a local agency to use alternate teleconferencing provisions during a proclaimed state of emergency or in other situations related to public health that exempt a legislative body from the general requirements (emergency provisions) and impose different requirements for notice, agenda, and public participation, as prescribed. The emergency provisions specify that they do not require a legislative body to provide a physical location from which the public may attend or comment. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing in certain circumstances related to the particular member if at least a quorum of its members participate from a singular physical location that is open to the public and situated within the agency's jurisdiction and other requirements are met, including restrictions on remote participation by a member of the legislative body. These circumstances include if a member shows "just cause," including for a childcare or caregiving need of a relative that requires the member to participate remotely. This bill would expand the circumstances of "just cause" to apply to the situation in which an immunocompromised child, parent, grandparent, or other specified relative requires the member to participate remotely.

**SB 538 (Portantino D) Department of Transportation: Bicycle Czar.**

**Introduced:** 2/14/2023

**Status:** 8/16/2023-August 16 set for first hearing. Placed on suspense file.

**Summary:** Current law establishes the Department of Transportation and provides that the Director of Transportation shall perform all duties, exercise all powers and jurisdiction, assume and discharge all responsibilities, and carry out and effect all purposes vested by law in the department, except as otherwise provided by law. This bill would require the director to appoint a Chief Advisor on Bicycling and Active Transportation, to serve as the department's primary advisor on all issues related to bicycle transportation, safety, and infrastructure, as specified.

**SB 614 (Blakespear D) Transportation Development Act.**

**Introduced:** 2/15/2023

**Status:** 2/22/2023-Referred to Com. on RLS.

**Summary:** The Mills-Alquist-Deddeh Act, also known as the Transportation Development Act, provides for funding of local public transit systems throughout the state, as provided. The act makes legislative findings and declarations in that regard. This bill would make nonsubstantive changes to the legislative findings and declarations of the act.

**SB 617 (Newman D) Public contracts: regional transportation agencies: design-build procurement.**

**Introduced:** 2/15/2023

**Status:** 8/17/2023-Read second time. Ordered to consent calendar.

**Summary:** Current law, until January 1, 2029, authorizes local agencies, defined as any city, county, city and county, or special district authorized by law to provide for the production, storage, supply, treatment, or distribution of any water from any source, to use the progressive design-build process for up to 15 public works projects in excess of \$5,000,000 for each project that treats, pumps, stores, or conveys water, wastewater, recycled water, advanced treated water, or supporting facilities. Current

law defines “progressive design-build” as a project delivery process in which both the design and construction of a project are procured from a single entity that is selected through a qualifications-based selection at the earliest feasible stage of the project. Current law requires the selected entity and its general partners or joint venture members to verify specified information under penalty of perjury. Current law requires local agencies to report to the Legislature by January 1, 2028, regarding the use of the progressive design-build process, as specified. This bill, until January 1, 2029, would similarly authorize a transit district, municipal operator, consolidated agency, joint powers authority, regional transportation agency, or local or regional agency, as described, to use the progressive design-build process for up to 10 public works projects in excess of \$5,000,000 for each project.

**SB 677 (Blakespear D) Intercity rail: LOSSAN Rail Corridor.**

**Introduced:** 2/16/2023

**Status:** 6/27/2023-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 15. Noes 0.) (June 26). Re-referred to Com. on APPR.

**Summary:** Current law authorizes the Department of Transportation, subject to approval of the Secretary of Transportation, to enter into an interagency transfer agreement under which a joint powers board assumes responsibility for administering the state-funded intercity rail service in a particular corridor, including the LOSSAN Rail Corridor. Current law provides for the allocation of state funds by the secretary to a joint powers board under an interagency transfer agreement based on an annual business plan for the intercity rail corridor and subsequent appropriation of state funds. Existing law requires the joint powers board to submit the annual business plan to the secretary for review and recommendation by April 1 of each year. Current law requires the business plan to include, among other things, a report on the performance of the corridor service, an overall operating plan, short-term and long-term capital improvement programs, funding requirements for the upcoming fiscal year, and an action plan with specific performance goals and objectives. This bill would require the LOSSAN Rail Corridor Agency, as part of the annual business plan submitted to the secretary, to include a description of the effects of climate change on the LOSSAN corridor, to identify projects planned to increase climate resiliency on the corridor, and to discuss possible funding options for those identified projects, as specified. To the extent the bill would add to the duties of the LOSSAN Rail Corridor Agency, the bill would impose a state-mandated local program.

**SB 695 (Gonzalez D) Department of Transportation: state highway system: public data portal.**

**Introduced:** 2/16/2023

**Status:** 7/6/2023-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 15. Noes 0.) (July 5). Re-referred to Com. on APPR.

**Summary:** Current law requires the Department of Transportation to improve and maintain state highways. This bill would require the department, beginning September 1, 2024, to annually prepare and make available on its internet website information and data about activities on the state highway system from the prior fiscal year. The bill would also require the department to prepare and post on its internet website, no later than September 1, 2024, data and information about activities on the state highway system covering the period from July 1, 2018, to July 1, 2023. The bill would require the California Transportation Commission to include this data and information in its annual report to the Legislature. The bill would require the department to prepare and make available on its internet website data and information on planned, pending projects on the state highway system.

**SB 706 (Caballero D) Public contracts: progressive design-build: local agencies.**

**Introduced:** 2/16/2023

**Status:** 8/17/2023-Read second time. Ordered to consent calendar.

**Summary:** Current law, until January 1, 2029, authorizes local agencies, defined as any city, county, city and county, or special district authorized by law to provide for the production, storage, supply, treatment, or distribution of any water from any source, to use the progressive design-build process for up to 15 public works projects in excess of \$5,000,000 for each project, similar to the progressive design-build process authorized for use by the Director of General Services. This bill would, until January 1, 2030, provide additional authority for cities, counties, cities and counties, or special districts to use the progressive design-build process for up to 10 public works in excess of \$5,000,000, not limited to water-related projects, excluding projects on state-owned or state-operated facilities. The bill would require information to be provided under penalty of perjury and would require similar reports due no later than December 31, 2028.

**SB 710 (Durazo D) Sale of excess state highway property: State Highway Route 710 Terminus.**

**Introduced:** 2/16/2023

**Status:** 7/6/2023-From committee: Do pass and re-refer to Com. on APPR. (Ayes 15. Noes 0.) (July 5). Re-referred to Com. on APPR.

**Summary:** Current law, if the Department of Transportation determines that real property, or an interest in the property, acquired for highway purposes is no longer necessary for those purposes, authorizes the department to sell or exchange the property or property interest in the manner and upon terms, standards, and conditions established by the California Transportation Commission, as provided. Current law authorizes the California Transportation Commission to relinquish a portion of State Highway Route 710. This bill would require the department to establish and administer a Terminus Regional Planning Task Force, as provided, to meet quarterly and complete and submit a report to the Legislature on the issues of traffic and potential land use related to the State Route 710 Terminus adjacent areas, as defined. The bill would repeal these provisions on January 1, 2027.

**SB 747 (Caballero D) Land use: economic development: surplus land.**

**Introduced:** 2/17/2023

**Status:** 8/14/2023-Read second time and amended. Re-referred to Com. on APPR.

**Summary:** Current law prescribes requirements for the disposal of surplus land by a local agency. Current law defines "surplus land" to generally mean land owned in fee simple by a local agency for which the local agency's governing body takes formal action in a public meeting declaring that the land is surplus and not necessary for the agency's use. Current law defines "agency's use" to include land that is being used, is planned to be used pursuant to a written plan adopted by the local agency's governing board, or is disposed of to support agency work or operations. Current law excludes from "agency's use" commercial or industrial uses or activities, or property disposed of for the sole purpose of investment or generation of revenue, unless the local agency is a district, except as specified, and the agency's governing body takes specified actions in a public meeting. Current law excludes from these requirements the disposal of exempt surplus land by an agency of the state or any local government. Current law requires a local agency to declare land as either surplus land or exempt surplus land, as supported by written findings, before a local agency may take any action to dispose of it. Under current law, exempt surplus land includes, among other types of land, property that is used by a district for an "agency's use" as expressly authorized, land for specified developments, including a mixed-use development, if put out to open, competitive bid by a local agency, as specified, and surplus land that is subject to specified valid legal restrictions. Current law defines for a local agency that is a district, except for those districts whose primary mission is to supply the public with a transportation system, "agency's use" to include commercial or industrial uses or activities, or property disposed of for

the sole purpose of investment or generation of revenue. This bill would define the term “dispose” for these purposes to mean the sale of the surplus property or a lease of any surplus property entered into on or after January 1, 2024, for a term longer than 15 years, including renewal options, as specified.

**SB 790 (Padilla D) Public records: contracts for goods and services.**

**Introduced:** 2/17/2023

**Status:** 7/13/2023-Approved by the Governor. Chaptered by Secretary of State. Chapter 77, Statutes of 2023.

**Summary:** The California Public Records Act requires public records to be open to inspection at all times during the office hours of the state or local agency that retains those records, and provides that every person has a right to inspect any public record, except as provided. The act requires state and local agencies to make public records available upon receipt of a request for a copy that reasonably describes an identifiable record not otherwise exempt from disclosure, and upon payment of fees to cover costs. This bill would provide that any executed contract for the purchase of goods or services by a state or local agency, including the price and terms of payment, is a public record subject to disclosure under the act.

**SB 825 (Limon D) Local government: public broadband services.**

**Introduced:** 2/17/2023

**Status:** 6/15/2023-From consent calendar on motion of Assembly Member Reyes. Ordered to third reading.

**Summary:** Would add metropolitan planning organizations and regional transportation planning authorities to that list of local government agencies included in the definition of “local agency.”

<b>VENTURA COUNTY TRANSPORTATION COMMISSION STATE LEGISLATIVE MATRIX BILL SUMMARY September 8, 2023</b>			
<b>BILL/AUTHOR</b>	<b>SUBJECT</b>	<b>POSITION</b>	<b>STATUS</b>
AB 6 Friedman	Transportation planning: Regional Transportation Plans: Solutions for Congested Corridors Program: Reduction of Greenhouse Gas Emissions	Monitor	Passed Assembly. Ordered to Senate. Now a two-year bill.
AB 7 Friedman	Transportation: Project Selection Process	Monitor	Passed Senate Transportation Committee. Referred to Appropriations Committee.
AB 96 Kalra	Public employment: local public transit agencies: autonomous transit vehicle technology	Monitor	Passed Senate committee. Ordered to third reading.
AB 411 Bennett	California Recreational Trails and Greenways Act	Monitor	At Assembly Appropriations Committee. Referred to Suspense File.
AB 463 Hart	Electricity: prioritization of service: public transit vehicles	Monitor	Passed Assembly Utilities and Energy Committee. Referred to Appropriations Committee Suspense File.
AB 557 Hart	Open meetings: local agencies: teleconferences	Monitor	Passed Senate Judiciary Committee. Ordered to third reading.
AB 610 Holden	Youth transit pass pilot program: free youth transit passes	Monitor	Referred to Senate Appropriations Suspense File.
AB 761 Friedman	Transit Transformation Task Force	Monitor	Passed Assembly. Ordered to Senate.
AB 817 Pacheco, Wilson	Open meetings: teleconferencing: subsidiary bodies	Monitor	Referred to Committee on Local Government
SB 411 Portantino	Open meetings: teleconferences: neighborhood councils	Monitor	Passed Assembly Local Government Committee. Ordered to third reading.

SB 768 Caballero	CEQA: vehicle miles traveled: statement of overriding considerations	Monitor	Referred to Senate Environmental Quality Committee
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Item 9

September 8, 2023

**MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION**  
**FROM: MARTIN ERICKSON, EXECUTIVE DIRECTOR**  
**SUBJECT: OXNARD HARBOR DISTRICT UPDATE**

**RECOMMENDATION:**

- Receive and file.

**BACKGROUND:**

Kristin Decas, CEO and Port Director, will provide an update on the significant role the Port plays in transporting goods from the Port to the nation.



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September 8, 2023

**MEMO TO: VENTURA COUNTY AIRPORT LAND USE COMMISSION**  
**FROM: AMANDA FAGAN, DIRECTOR OF PLANNING AND SUSTAINABILITY**  
**SUBJECT: CITY OF CAMARILLO GENERAL PLAN AMENDMENT 2019-1 CONSISTENCY REVIEW AND DETERMINATION**

**RECOMMENDATION:**

- *The Ventura County Airport Land Use Commission (ALUC) hold a public hearing regarding consistency of the City of Camarillo General Plan Amendment (GPA) 2019-1 with the Ventura County Airport Comprehensive Land Use Plan (ACLUP).*
- *The Ventura County ALUC make a determination that the proposed General Plan Amendment is consistent with the Ventura County ACLUP.*

**BACKGROUND:**

The Ventura County Transportation Commission (VCTC) serves as the ALUC for Ventura County. The Commission adopted the Ventura County ACLUP on July 7, 2000, which serves as the airport land use compatibility plan (ALUCP) as required by state law for the Ventura region. The ACLUP covers the Camarillo, Santa Paula and Oxnard Airports, Naval Air Station Point Mugu, and the surrounding areas. For the Oxnard Airport, the County and City have also adopted the Oxnard Airport Master Plan (OAMP), which serves as the planning document for development within the airport's boundaries consistent with the ACLUP.

The State Aeronautics Act (SAA) requires that a general plan amendment or adoption of a zoning ordinance within the airport influence area must first be referred to the ALUC for a determination as to whether the proposed action is consistent with the airport land use compatibility plan. The California Airport Land Use Compatibility Planning Handbook notes that, in accordance with the SAA, County and City General Plans and applicable specific plans "shall be consistent" with an adopted ALUCP, and:

*"any local agency seeking to amend its general plan, a specific plan, or adopt zoning ordinance or building regulation within the airport influence area must first refer its proposed amendments to the ALUC for a determination if the proposed action is consistent with the airport land use compatibility plan. If the ALUC determines that the amendment is not consistent, the local agency may not enact the plan or regulation unless a two-thirds of the local agency's governing body votes to overrule the ALUC's inconsistency determination and the local government makes specific findings [that its action is consistent with the SAA]."*

Airports in the United States are part of a national system regulated and supported by the Federal Aviation Administration (FAA) known as the National Plan of Integrated Airport Systems (NPIAS). Airports within the NPIAS receive financial support from the FAA to operate and must meet grant assurances that include maintaining free and fair public access and taking reasonable action to prevent incompatible land uses surrounding the airport. Airport Land Use Commission review of proposed development is part of the process to prevent incompatible land uses.

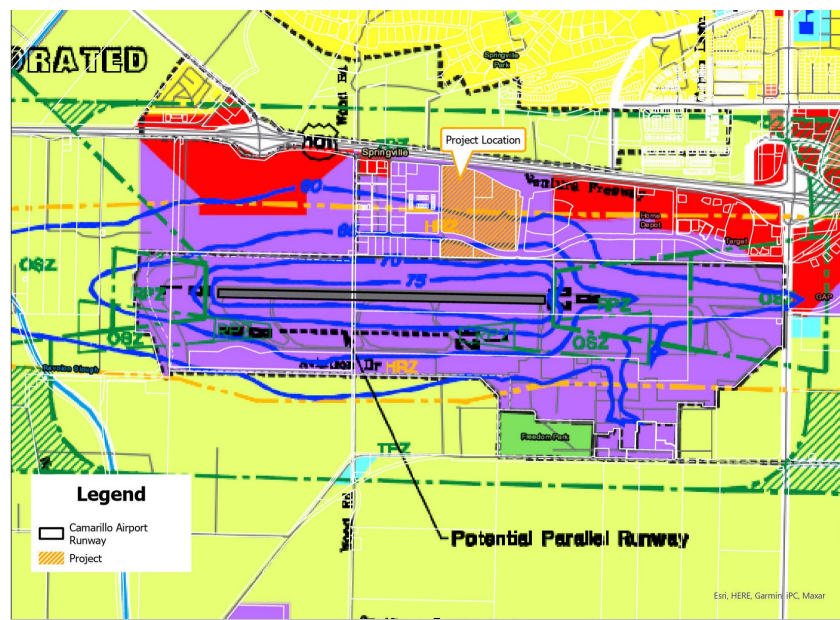
Oxnard Airport currently has approximately 70,000 annual aircraft operations, and Camarillo Airport has approximately 140,000 annual operations, for a combined total of approximately 220,000 annual operations. Camarillo Airport has an annual economic impact of \$230 million, supports 1,764 jobs, is home to over 60 businesses, and results in over \$10.8 million in State, local, and school tax revenues.

In a letter dated August 16, 2023, the City of Camarillo referred General Plan Amendment (GPA) 2019-1 to the ALUC for a consistency review. The proposed action includes a General Plan Amendment and zoning designation change for 46.88 acres on behalf of applicant RIC (Springville) LLC. The property is located north of the Camarillo Airport, bounded by Ventura Boulevard to the west, Springville Road to the east, U.S. 101 to the north, and Camarillo Airport to the south. The property is currently vacant. In 2016, the property was rezoned from Limited Manufacturing (L-M) to Commercial Planned Development (CPD) and L-M. The proposed action (GPA 2019-1) would return the property to Limited Manufacturing zoning in both the General Plan and Airport North Specific Plan. The General Plan designation will remain Research & Development and does not change with the proposed action. No development plans are proposed at this time, and only the zoning is proposed to change.

**DISCUSSION:**

The property is located within the Camarillo Airport influence area, which requires an analysis of the proposed land use according to Noise and Safety standards of the Ventura County Airport Comprehensive Land Use Plan. The following provides additional background and analysis of the proposed General Plan Amendment relative to the Ventura County ACLUP.

Noise Compatibility. Airport land use compatibility with respect to Noise is measured in decibels (dB) and evaluated based on modeled Community Noise Equivalent Level (CNEL) contours. Figure 1 depicts the CNEL contours as blue lines. The southern portion (approximately ¼ of the property) of the property is located within the 65-70 dB CNEL contour, with the middle portion of the property within the 60-65 dB CNEL contour, and the northern portion (approximately ½ of the property) beyond the 60 dB CNEL contour. According to the Ventura County ACLUP, Manufacturing, Light Industrial, and Research and Development land uses are considered Acceptable within the 60-65 dB and 65-70 dB CNEL contours. As such, the General Plan land use and proposed zoning designation are consistent with the ACLUP from a noise perspective.

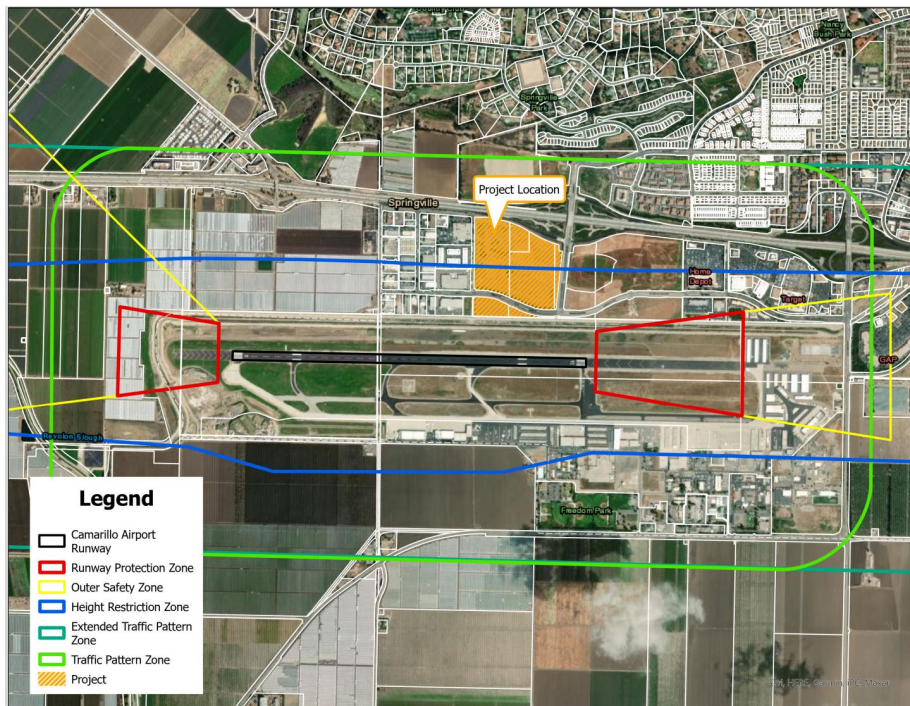


**Figure 1. Project Site Relative to ACLUP Noise Contours**

**Safety Compatibility.** Figure 2 depicts the Safety Contours for Camarillo Airport, including the Traffic Pattern Zone (TPZ) and Height Restriction Zone (HRZ). The subject property is located entirely within the TPZ. Per the ACLUP, Manufacturing, Light Industrial, and Research and Development land uses are considered Conditionally Acceptable within the TPZ provided that the maximum structural coverage of the site is not more than 50 percent. An avigation easement, fair disclosure agreement, and covenant to be recorded by the owner and developer of the property are also recommended. Structural coverage is defined as the percent of building footprint area relative to the total land area, including streets and greenbelts.

Within the HRZ, future site planning would need to consider the “imaginary surfaces” surrounding the airport runway to establish a maximum height for structures to ensure safety of flight operations. Imaginary surfaces define an airport’s airspace and extend outward and upward at a defined slope from the airport’s runway. Figure 3 depicts the subject property relative to and distances from the Camarillo Airport Runway. At its southern border, the subject property is approximately 600 feet from the runway. At a ratio of 7:1 (for every 7 feet of horizontal distance, maximum structure height would be 1 foot), the maximum structure height at the southern border would be approximately 85 feet tall. At 1,500 feet of horizontal distance, the maximum structure height would be approximately 215 feet. The existing Airport North Specific Plan and the L-M Zoning Code require any buildings within this property taller than 35’ in height to have a Conditional Use Permit and verified consistency with the Camarillo Airport HRZ.

GPA 2019-1 does not propose any development plans or structures at this time. However, future plans for the site should incorporate TPZ and HRZ considerations and include maximum structural coverage and maximum building heights to ensure consistency with the ACLUP. The City of Camarillo’s Zoning Code for the L-M zone allows no more than 50% structural coverage and is consistent with structural coverage limitations within the TPZ.



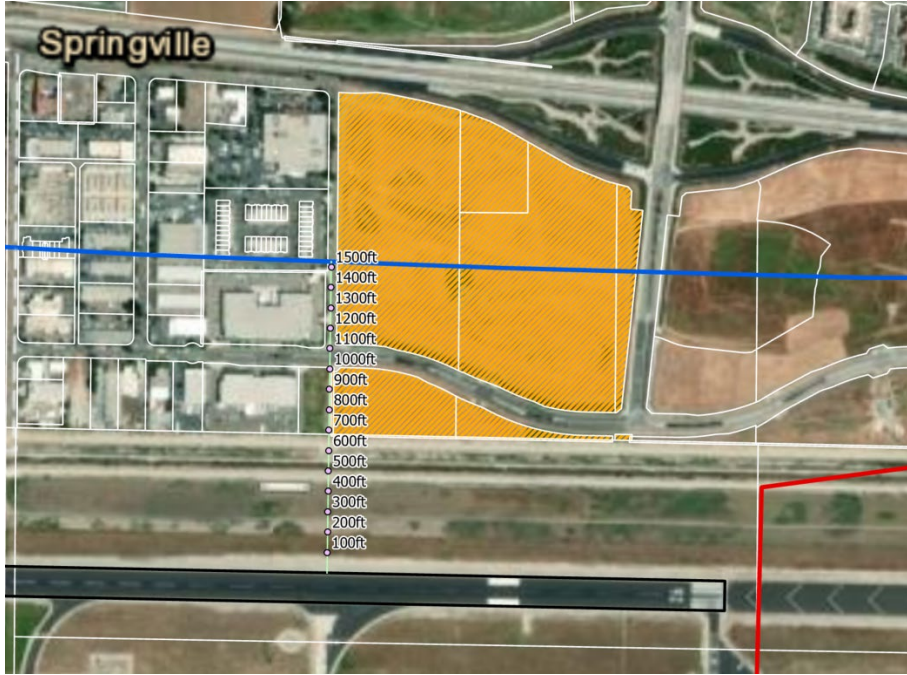
**Figure 2. Project Site Relative to ACLUP Safety Contours**

Conditions of approval for future development to ensure compatibility with the ACLUP may include:

1. Commercial / Industrial structural coverage of no more than 50 percent.
2. Grant an Avigation Easement to the County of Ventura.
3. Fair Disclosure agreement and covenant.

4. File FAA Form 7460-1 (and adhere to any recommendations), if applicable.

Future development plans should include conditions of approval to address structural coverage limits, aviation easements and fair disclosure agreements and covenants to address overflights and any residual noise concerns, maximum building/structure heights, and to avoid other hazards to aviation (such as bird/wildlife attractants, light and glare, etc.). The City of Camarillo routinely applies Project Conditions of Approval to all projects near the airport that require compliance with Camarillo Airport Master Plan and FAA regulations and requirements to ensure that compatibility with airport operations is maintained.



**Figure 3. Project Site Relative to Runway with Horizontal Distances**

Agency Reviews. In addition to this review by the ALUC, the GPA will next be considered by the Camarillo Planning Commission and the Camarillo City Council.

**RECOMMENDATION:**

Given that the proposed action to rezone the property to Limited Manufacturing meets noise and safety compatibility standards, and existing protections within the Airport North Specific Plan require compatibility with airport operations as described above, staff recommends that the ALUC determine that the proposed action is consistent with the ACLUP.

**AIRPORT COMPREHENSIVE LAND USE PLAN  
CONSISTENCY REVIEW APPLICATION**

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**FILING DATE:** August 16, 2023

**APPLICANT INFORMATION**

**NAME OF APPLICANT:** RIC (Springville) LLC

**ADDRESS:** c/o Dennis Hardgrave

434 Park Cottage Place, Camarillo, CA 93012

**CONTACT PERSON:** Dennis Hardgrave      **PHONE:** (805) 402-1589

**PROJECT INFORMATION**

**PROJECT NAME:** RIC (Springville) LLC Industrial Property

**PROJECT LOCATION:** Southwest quadrant of the Springville Drive/US 101 Interchange  
City of Camarillo Airport North Specific Plan

**PROJECT DESCRIPTION:** The project proposal is to return the property to the prior zoning classification of Limited Manufacturing (L-M). In 2016 the property zoning was revised to Commercial Planned Development (CPD) and L-M. There are no development plans proposed at this time, only the change in zoning and the associated Airport North Specific Plan.

**EXISTING DESIGNATION:** Research & Development, L-M, and CPD.

**PROPOSED DESIGNATION:** Research & Development and L-M.

**ATTACHMENTS**

- LOCAL AGENCY REFERRAL LETTER
- PROJECT MAPS
- BUILDING ELEVATIONS
- AIRCRAFT HAZARD & RISK ASSESSMENT
- ENVIRONMENTAL DOCUMENTATION
- APPLICATION FEE *(To be hand-delivered to VCTC ALUC office)*

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**ALUC USE ONLY**

**APPLICATION COMPLETION DATE:** \_\_\_\_\_ **INITIALS:** \_\_\_\_\_

## **VENTURA COUNTY AIRPORT LAND USE COMPATIBILITY PLAN**

### **CONSISTENCY REVIEW INSTRUCTIONS**

The request for an Airport Land Use Commission (ALUC) Consistency Review should include the following content:

- (1) Application Form. The ACLUP Consistency Review Application must be filled out completely.
- (2) Referral Letter. A letter from the local lead agency referring the matter to the ALUC must be included in the application materials.
- (3) Project Maps. The application must include both a vicinity map and a project site map. The vicinity map must clearly show the relationship between the project site and the airport runway.
- (4) Building Elevations. Where construction of structures is included in the proposed action, exhibits showing all building elevations shall be included with the application.
- (5) Aircraft Hazard and Risk Assessment. If required by the local lead agency as part of its review, the application should include a copy of the final Aircraft Hazard and Risk Assessment Report for the proposed action.
- (6) Environmental Review. At a minimum, the draft environmental document required for the proposed action (EIR, Negative Declaration, Categorical Exemption) must be included with the application materials.
- (7) Application Fee. The fee for the consistency review is \$500 (Fee established per Resolution No. 89-03, November 3, 1989). Fee shall be paid by check made out to the Ventura County Transportation Commission.

Submit the completed Application Form and all materials by one hard copy and one electronic copy to:

Ventura County Transportation Commission  
Airport Land Use Commission  
ATTN: Amanda Fagan, Director of Planning and Sustainability  
751 E. Daily Dr., Suite 420  
Camarillo, CA 93030  
[afagan@goventura.org](mailto:afagan@goventura.org)





# City of Camarillo

601 Carmen Drive, Camarillo, CA 93010 / Ph: 805.388.5360 / [planning@cityofcamarillo.org](mailto:planning@cityofcamarillo.org)

August 16, 2023

Ventura County Transportation Commission  
Airport Land Use Commission  
ATTN: Amanda Fagan, Director of Planning and Sustainability  
751 E. Daily Dr., Suite 420  
Camarillo, CA 93030

Re: Referral of GPA 2019-1 to the Airport Land Use Commission

Dear Ms. Fagan,

The City is currently processing an application for General Plan Amendment (GPA) 2019-1, for 46.88 acres located between U.S. 101 and Ventura Boulevard, west of Springville Drive.

To provide background on this property, in 2011, an EIR was certified for the development of up to 700,000 square feet of industrial/office use on 46.88 acres. The property was designated Research and Development and zoned Limited Manufacturing.

In 2016, a Subsequent EIR was certified that changed the land use designation to a combination of Research and Development and Commercial and the zoning to Limited Manufacturing and Commercial Planned Development. It also included a corresponding amendment to the Airport North Specific Plan designations. It analyzed the potential development of up to 268,500 square feet of commercial space and 198,767 square feet of industrial and/or office space.

The applicant is now requesting to change the land use designation to all Research and Development and zoning to all Limited Manufacturing to allow for the development of up to 525,000 square feet (75%) of light industrial uses and 175,000 square feet (25%) of office uses (essentially going back to pre- 2011 designations). There are no development plans at this time.

The City has retained Rincon Consultants for the preparation of an Addendum to the EIR. The draft Addendum is anticipated to be completed by the end of August.

In our correspondence, you had indicated that the proposed GPA application would need to be reviewed by the ALUC, unless the land use designation was previously reviewed by the Commission at the time of adoption of the Airport North Specific Plan. The City has not been able to find documentation of this occurring, and therefore requests that proposed GPA 2019-1 be placed on the ALUC agenda for their meeting on September 8, 2023 meeting.

Thank you for your time and consideration.

Sincerely,

Jaclyn Lee, Planning Manager

Copy: Dennis Hardgrave, Applicant  
Georg Winkler, Economic Development Manager



HWY 101

VENTURA BLVD

SPRINGVILLE DR

VENTURA BL



City of Camarillo  
Department of  
Community Development

### GPA 2019-1 RIC (SPRINGVILLE) LLC LOCATION MAP

