



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

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AGENDA*

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

**CAMARILLO CITY HALL
601 CARMEN DRIVE
CAMARILLO, CA
FRIDAY, JULY 13, 2012
9:00 AM**

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in a Commission meeting, please contact the Clerk of the Board at (805) 642-1591 ext 101. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PUBLIC COMMENTS** – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Commission may, either at the direction of the Chair or by majority vote of the Commission, waive this three minute time limitation. Depending on the number of items on the Agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Also, the Commission may terminate public comments if such comments become repetitious. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Commission shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.*

Under the Brown Act, the Board should not take action on or discuss matters raised during Public Comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.

5. [APPROVE SUMMARY FROM JUNE 1, 2012 VCTC MEETING – PG. 5](#)
[APPROVE SUMMARY FROM JUNE 21, 2012 SPECIAL VCTC MEETING – PG.11](#)
6. **CALTRANS REPORT**
This item provides the opportunity for the Caltrans representative to give update and status reports on current projects.
7. **COMMISSIONERS / EXECUTIVE DIRECTOR REPORT**
This item provides the opportunity for the commissioners and the Executive Director to report on attended meetings/conferences and any other items related to Commission activities.
8. **ADDITIONS/REVISIONS** – *The Commission may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Commission subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Commission. If there are less than 2/3 of the Commission members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*
9. **CONSENT CALENDAR**
All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no discussion of these items unless members of the Commission request specific items to be removed from the Consent Calendar for separate action.
 - 9A. [MONTHLY BUDGET REPORT – PG.13](#)
Receive and file
Responsible Staff: Sally DeGeorge
 - 9B. [RAIL OPERATIONS UPDATE – PG.19](#)
Recommended Action:
Receive and file
Responsible Staff: Mary Travis
 - 9C. [LEGISLATIVE UPDATE – PG.23](#)
Recommended Action:
Receive and file
Responsible Staff: Peter De Haan
 - 9D. [PROP 1B AGREEMENT WITH SCRRRA – PG.29](#)
Recommended Action:
 - Approve decreasing the Metrolink Grade Crossing Rehabilitation Project by \$200,972 of Proposition 1B California Transit Security Grant Program (CTSGP) funds and increasing the Tunnel 26 Rehabilitation Project by the same amount.
 - Authorize the Executive Director to sign the attached agreement with Metrolink for CTSGP Funds for the Grade Crossing Rehabilitation Project and the Tunnel 26 Rehabilitation Project.**Responsible Staff: Stephanie Young**
 - 9E. [VISTA FY 2012/13 COOPERTIVE AGREEMENT – CSUCI- PG.35](#)
Recommended Action:
Approve the FY 2012/2013 Cooperative Agreement for bus service to California State University Channel Islands (CSUCI)
Responsible Staff: Myra Montejano

9F. FISCAL YEAR 2012/13 BUDGET AMENDMENT - VISTA HWY 126 FIXED ROUTE – PG.45

Recommended Action:

- Amend the FY 2012/13 VISTA HWY 126 Fixed Route budget, increasing revenues and expenditures in the amount of \$81,380 for additional HWY 126 Service.
- Approve the FY 2012/2013 VISTA HWY 126, Fillmore and Santa Paula Cooperative Agreement

Responsible Staff: Myra Montejano

9G. MEMORANDUM OF UNDERSTANDING WITH COUNTY FAIR BOARD FOR SPECIAL 2012 COUNTY FAIR METROLINK TRAIN SERVICE – PG.53

Recommended Action:

Approve and authorize the Executive Director to sign a Memorandum of Understanding with the County Fair Board to operate special, Saturday-only Metrolink train service to the County Fair August 4 and 11, 2012.

Responsible Staff: Mary Travis

10. HUMAN SERVICES TRANSPORTATION STUDY – PG.57

Recommended Action:

- Approve updated Coordinated Public Transit / Human Services Transportation Plan 2012 Revision.
- Direct staff to distribute the Plan Revision to all agencies involved with paratransit services in Ventura County, and encourage them to also adopt the recommended actions.
- Direct staff to consider the recommendations regarding these programs as the application and guidelines are developed for the next call for projects.

Responsible Staff: Peter De Haan

11. PROPOSED LOAN OF SURFACE TRANSPORTATION PROGRAM (STP) PROGRAMMING CAPACITY TO ORANGE COUNTY TRANSPORTATION AUTHORITY / PROGRAMMING REVISIONS TO AVOID POTENTIAL RESCISSION OR LAPSE – PG.59

Recommended Action:

- Authorize staff to approve a loan of up to \$12 million of Surface Transportation Program (STP) program capacity to the Orange County Transportation Commission (OCTA), to be repaid by December 31, 2012.
- Authorize staff, to the extent necessary to prevent an apportionment lapse should the OCTA loan not occur, to switch ready-to-go Congestion Mitigation and Air Quality (CMAQ) projects to STP.

Responsible Staff: Peter De Haan

12. PUBLIC HEARING REGARDING POSSIBLE TRANSFER FEE FROM THE SANTA BARBARA METROPOLITAN TRANSIT DISTRICT SERVICE TO THE VISTA COASTAL EXPRESS – PG.63

Recommended Action:

- Open the Public Hearing and receive any comments regarding a possible transfer fee for trips from the Santa Barbara Metropolitan Transit District Service to the Vista Coastal Express.
- Extend the Public Hearing until the September 7, 2012 meeting of the VCTC.

Responsible Staff: Vic Kamhi

13. AIRPORT LAND USE PLAN CONSISTENCY REVIEW, CAMPUS PARK, OXNARD– PUBLIC HEARING (ALUC Items require 9 votes to pass)- PG.65

Recommended Action:

- The Airport Land Use Commission find that the proposed Campus Park project from the City of Oxnard to be inconsistent with the Airport Comprehensive Land Use Plan for Ventura County.
- The Ventura County Airport Land Use Commission authorizes the Executive Director to transmit the Commission's findings and support for the County of Ventura, Department of Airports' recommendations to the City of Oxnard.

Responsible Staff: Steve DeGeorge

14. VISTA INTERCITY CONTRACT SERVICES – PG.87

Recommended Action:

- Approve finding of need for a sole source VISTA transit contract.
- Approve an eleven (11) month sole source contract for VISTA transit service and capital with Roadrunner Shuttle beginning on July 30, 2012 and terminating on June 30, 2013.

Responsible Staff: Vic Kamhi

15. GENERAL COUNSEL'S REPORT

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

16. AGENCY REPORTS

17. CLOSED SESSION

18. ADJOURN

The next Commission meeting is scheduled to be held at 9:00 a.m. Friday, **September 7, 2012**, Camarillo City Hall, City Council Chambers, 601 Carmen Drive, Camarillo.



Item #5A

Meeting Summary

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

**CAMARILLO CITY HALL
601 CARMEN DRIVE
CAMARILLO, CA
FRIDAY, JUNE 1, 2012
9:00 AM**

Members Present: Chairman John Zaragoza, County of Ventura
Steve Sojka, City of Simi Valley
Steve Bennett, County of Ventura
Claudia Bill-de la Peña, City of Thousand Oaks
Jamey Brooks, City of Fillmore
Betsy Clapp, City of Ojai
Ralph Fernandez, City of Santa Paula
Brian Humphrey, Citizen Rep, Cities
Kathy Long, County of Ventura
Jan McDonald, City of Camarillo
Keith Millhouse, City of Moorpark
Linda Parks, County of Ventura
Irene Pinkard, City of Oxnard
Jon Sharkey, City of Port Hueneme
Keith Turner, Citizen Rep, County
Mike Miles, Caltrans

Call To Order

Pledge of Allegiance

Roll Call

Public Comments for those items not listed in this agenda - None

APPROVE SUMMARY FROM MAY 4, 2012 VCTC MEETING - Approved
(Commissioner Bill-de la Peña abstained)

CALTRANS REPORT

- *Springville Interchange has been completed*
- *Rice Avenue Interchange is 80% complete.*

EXECUTIVE DIRECTOR REPORT

1. **AB 1778 (Williams) Passes Assembly Floor 42-27** – Earlier this month I communicated with the Commission that AB 1778 failed to receive the required number of votes to pass the Assembly floor. Mr. Williams was granted reconsideration allowing him to bring the bill to the Assembly floor at a later date but no later than the close of business on June 1. Yesterday, May 31, Mr. Williams brought his bill back to the Assembly floor where it passed 42-27. The bill will next go to the State Senate where it will presumably be considered first in the Senate Transportation and Housing Committee.
2. **Metrolink Board Action on Systemwide Fare Increase** - Over the last month, Metrolink held a public comment period to get rider reaction to a range of proposed fare increases from 5% to 9%. Several local community meetings were also held to discuss the proposed fare increase including one in Oxnard the evening of May 23rd. Not surprisingly, most people opposed any increase, however, the opposition was somewhat muted and there were almost as many comments made about increased fare enforcement to ensure all riders actually pay their “fare” share. After consideration of the comments received, the Metrolink Board approved a 7% fare increase at a special Board meeting on Wednesday effective July 1, 2012. This should raise about \$160,000 next year to help support VCTC’s local share of operating costs for the Ventura Line, reducing the amount of State Transit Assistance (STA) money needed to operate the service.
3. **Hueneme Road Widening Funds** - Last week the California Transportation Commission approved VCTC’s recommendation to reprogram \$1,462,000 in Proposition 1B Trade Corridor Infrastructure Program funds to the Hueneme Road Widening in Oxnard. As you will recall, VCTC approved this recommendation at the February meeting, to provide for reprogramming part of the cost savings from the Rice/101 Interchange improvement. VCTC also approved shifting the funds previously programmed for Hueneme Road, but no longer needed due to the availability of Proposition 1B, to the Del Norte Boulevard Resurfacing project, to address severe deterioration resulting from trucks detouring around the Rice/101 project.
4. **Rideshare Diamond Awards** – Recently VCTC recognized five employers in the County for their commitment to alleviating roadway congestion and contributing to cleaner air with Rideshare Diamond Awards. This year’s featured winners included Fiserv, the City of Thousand Oaks, WellPoint, the City of Simi Valley, and Ojai Valley Hospital. **Wellpoint** and **Fiserv, Inc** received Diamond Awards for the most improved Average Vehicle Ridership (AVR) increasing AVR with a comprehensive telecommuting program. The **City of Thousand Oaks** received their Diamond Award for highest AVR in 2011. This is the third Diamond Award for Thousand Oaks. Each vehicle that arrives at the Public Works Department Municipal Service Center holds an average of 2.12 occupants. **Ojai Valley Hospital** improved its AVR, and it was no small task. Hospital employees work all hours of the day, making it difficult to coordinate ridesharing. The solution: they instituted a compressed workweek schedule allowing greater flexibility while reducing overall trips to work. Of course, being a hospital, employees are encouraged to bike and walk to work to improve health. The Diamond Award for Employee Transportation Coordinator (ETC) of the Year went to Jamie Cross with the **City of Simi Valley**.

5. **VCTC Transit Plan Implementation Legislation** – Earlier this week I emailed Commissioners, City Managers, and the County Executive Officer requesting support for VCTC’s efforts to move State legislation to implement the approved transit plan. We are in the process of identifying potential authors for the legislation and in doing so we have found that legislative staff has a series of questions that have arisen as they were conducting their due diligence research on VCTC’s proposal. VCTC staff is working on the response to those questions and will be consulting with legislative staff to be sure that we are responsive to their request. Sacramento legislative staff has also indicated that they believe it is important to receive formal support of VCTC’s transit plan from local jurisdictions in Ventura County, the 10 cities and the County. In my email I requested Commissioners, City Managers, and the County Executive Officer to consider agendaizing for City Council/Board of Supervisor action to support VCTC Transit Plan at the earliest opportunity.

ADDITIONS/REVISIONS-

- **Item #15 Airport Land Use Plan Consistency Review, was removed from the agenda**
- **Item #9K, Legislative Update, was pulled from Consent Calendar for Discussion**
- **Item #14, Nomination of Route 101/23 Project for Prop 1B Congestion Management Improvement Account Funding, will be heard after the Consent Calendar.**

CONSENT CALENDAR- Items #9A – 9J were approved as presented.

- 9A. **MONTHLY BUDGET REPORT** - *Receive and file*
- 9B. **RAIL OPERATIONS UPDATE** - *Receive and file*
- 9C. **REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL INSURANCE BROKERAGE SERVICES** - *Authorize the Executive Director to issue a Request For Proposals for Professional Insurance Brokerage Services for the Ventura County Transportation Commission.*
- 9D. **ADOPTION OF DISADVANTAGED BUSINESS ENTERPRISE GOAL** - *Adopt a Disadvantaged Business Enterprise (DBE) annual goal of 0.4% for VCTC contracts funded by the Federal Transit Administration for Federal Fiscal Years 2012/2013 through 2014/15.*
- 9E. **AGREEMENT WITH THE STATE OF CALIFORNIA HIGHWAY PATROL FOR SERVICES RELATED TO VENTURA COUNTY MOTORIST AID CALLBOX PROGRAM**
 - *Approve the agreement between the State of California Department of California Highway Patrol and the Ventura County Service Authority for Freeway Emergencies (SAFE).*
 - *Adopt Resolution 2012-09 in support of the agreement between the State of California Department of California Highway Patrol and Ventura County Service Authority for Freeway Emergencies.*
- 9F. **COMMUTER SERVICES QUARTERLY REPORT** - *Receive and file*
- 9G. **ALLOCATIONS FOR TRANSPORTATION DEVELOPMENT ACT (TDA) ARTICLE 3 BICYCLE/PEDESTRIAN CLAIMS** - *Approve the attached list of allocations for \$627,608 in carryover Fiscal Year (FY) 2011/2012 and new FY 2012/2013 Transportation Development Act (TDA) Article 3 bicycle/pedestrian funds.*

- 9H. RESOLUTION FOR VCTC TO CLAIM FY 2012/13 TRANSPORTATION DEVELOPMENT ACT (TDA) LOCAL TRANSPORTATION FUND (LTF)/STATE TRANSPORTATION ASSISTANCE (STA) FUNDS - Approve the attached Resolution #2012-07 authorizing VCTC's claim for FY 2012/2013 Transportation Development Act (TDA) Local Transportation Funds (LTF) and State Transit Assistance (STA) funds for transit, planning and administrative expenditures.**
- 9I. NOTICE OF PUBLIC HEARING REGARDING POSSIBLE TRANSFER FEE FROM SANTA BARBARA METROPOLITAN TRANSIT DISTRICT SERVICE TO VISTA COASTAL EXPRESS**
- Call a Public Hearing on July 13, 2012 to receive public testimony regarding possible charge for transfers from the Santa Barbara Metropolitan Transit District (SBMTD) services to the VISTA Coastal Express services.
 - Direct Staff to develop required Federal Title VI (Civil Rights Analysis) of revenue and ridership impacts of a transfer fee from the Santa Barbara Metropolitan Transit District (SBMTD) services to the VISTA Coastal Express, and report to the Commission.
- 9J (1). CONSIDER FY 2012/13 VISTA COST DISTRIBUTION FORMULA AND COOPERATIVE AGREEMENT FOR 101 AND CONEJO CONNECTION SERVICE**
- Adopt local cost formula for FY 2012/2013 VISTA Highway 101 and Conejo Connection service.
 - Approve the FY 2012/2013 VISTA Highway 101 and Conejo Connection Cooperative Agreement.
- 9J (2). CONSIDER FY 2012/13 VISTA COST DISTRIBUTION FORMULA AND COOPERATIVE AGREEMENT FOR VISTA EAST COUNTY SERVICE**
- Adopt local cost formula for FY 2012/13 VISTA East County service.
 - Approve the FY 2012/13 VISTA East County Cooperative Agreement.
- 9J (3). CONSIDER FY 2012/13 VISTA COST DISTRIBUTION FORMULA AND COOPERATIVE AGREEMENT FOR VISTA 126, FILLMORE AND SANTA PAULA DIAL-A-RIDE SERVICE**
- Adopt local cost formula for FY 2012/2013 VISTA Hwy. 126, Fillmore and Santa Paula DAR services.
 - Approve the FY 2012/2013 VISTA Hwy. 126, Fillmore and Santa Paula Cooperative Agreement.
- 9K. LEGISLATIVE UPDATE AND POSITIONS ON BILLS**
- Adopt **SUPPORT** position on SB 1189 (Hancock) to provide for appropriation of Proposition 1A High Speed Rail Connectivity funds. - **Approved**
 - Regarding AB 1778, Executive Director was directed to investigate an alternate plan if needed and bring it back to the board for approval. - **Approved by Unanimous Roll Call Vote – (Commissioner Bennett Abstained)**
- 14. NOMINATION OF ROUTE 101/23 PROJECT FOR PROPOSITION 1B CONGESTION MANAGEMENT IMPROVEMENT ACCOUNT (CMIA) FUNDING - Approved**
Approve nomination of the Route 101/23 project for \$40 million in CMIA funding should the project be ready to award prior to the December, 2012 deadline.

10. **CUBIC TRANSPORTATION SYSTEMS, INC. MAINTENANCE/OPERATIONS AGREEMENT AEGIR SYSTEMS, INC. BUS EQUIPMENT SUPPORT AGREEMENT AND AEGIR SYSTEMS, INC. NEXTBUS & CUBIC SMARTCARD/INFODEV INC. PREVENTIVE MAINTENANCE SERVICE AGREEMENT - Approved by Unanimous Roll Call Vote (Commissioners Clapp and Bennett were absent)**
 - Find that a sole source procurement for Cubic Transportation Systems Inc. and Aegir Systems, Inc., are justified. In accordance with the Public Utilities Code (PUC) section 130237, a finding for sole sourcing requires a two-thirds vote of the Commission, with twelve affirmative votes.
 - Approve agreement with Cubic Transportation Systems, Inc., for one year of Maintenance and Operations of the Smartcard system at a cost of \$124,400 funded through the Federal Transit Administration (FTA) and Local Transportation Fund (LTF).
 - Approve agreement with Aegir Systems, Inc., for one year of Bus Equipment Support of the Cubic Smartcard system at a cost Not To Exceed \$75,000 funded through FTA and LTF.
 - Approve agreement with Aegir Systems, Inc., for one year of Preventive Maintenance Support of the Nextbus & Cubic Smartcard/Infodev, Inc., systems at a cost of \$17,550 funded through the FTA and LTF.
11. **FY 2012/13 TRANSPORTATION DEVELOPMENT ACT (TDA) LOCAL TRANSPORTATION FUND (LTF) APPORTIONMENT - Approved**

Adopt the Local Transportation Fund Apportionment for Fiscal Year 2012/2013 apportioning \$29.2 million as shown in Attachment 1.
16. **FY 2012/13 PROPOSED VCTC BUDGET- PUBLIC HEARING - Approved**
 - Conduct Public Hearing to receive testimony on the Fiscal Year 2012/2013 Proposed Budget as presented. – **No Speakers**
 - Adopt by resolution 2012-08, the Fiscal Year 2012/2013 Proposed Budget.
13. **FY 2012/13 PROGRAM OF PROJECTS – PUBLIC HEARING (No Speakers)- Approved**

Approve the attached Program of Projects (POP) for federal transit operating, planning and capital assistance for FY 2012/13
16. **RESPONSE TO ASSEMBLY MEMBER DAS WILLIAMS OP-ED ARTICLE –**

Authorize the Chairman and Vice-Chairman to co-sign and submit to the Ventura County Star a response to Assembly Member Das Williams Op-Ed article published in the Ventura County Star on May 19, 2012.

Approved by the following Roll Call Vote:
Yes: Commissioners McDonald, Morehouse, Sojka, Brooks, Fernandez, Humphrey, Pinkard, Turner, Sharkey
No: Commissioners Long, Zaragoza
Absent: Commissioners Millhouse, Clapp, Bennett
Abstain: Commissioners Bill-de la Peña, Parks
17. **GENERAL COUNSEL’S REPORT**
18. **AGENCY REPORTS**
19. **CLOSED SESSION**
20. **ADJOURN**

VCTC adjourned in memory of Thousand Oaks Councilman and Commissioner Glancy, who recently passed away.

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Item #5B

Meeting Summary

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

CAMARILLO CITY HALL
601 CARMEN DRIVE
CAMARILLO, CA
THURSDAY, JUNE 21, 2012
2:00 PM

Members Present: John Zaragoza, Chair, County of Ventura
Steve Bennett, County of Ventura
Claudia Bill-de la Peña, City of Thousand Oaks
Jamey Brooks, City of Fillmore
Betsy Clapp, City of Ojai
Ralph Fernandez, City of Santa Paula
Brian Humphrey, Citizen Rep, Cities
Kathy Long, County of Ventura
Jan McDonald, City of Camarillo
Keith Millhouse, City of Moorpark
Carl Morehouse, City of San Buenaventura
Linda Parks, County of Ventura
Irene Pinkard, City of Oxnard
Keith Turner, Citizen Rep., County

Call To Order

Pledge of Allegiance

Roll Call

Public Comments for those items not listed in this agenda - None

ADDITIONS/REVISION:

The agenda was reordered to consider Item # 8, then Item # 7, then move to Closed Session, and after returning to Open Session, consider Item # 8.

8. VCTC OFFICE SPACE LEASE EXTENSION - *Approved by Unanimous Vote*

Approve rental agreement with Lincoln's Inn, Marina Self Storage Inc. for a term of July 1, 2012 through June 30, 2013 at a lease rate of \$ \$9,300 per month (\$1.68/square foot).

7. STATUS OF ASSEMBLY BILL (AB) 1778 WILLIAMS – *No action taken*

Review current status of AB 1778

9. CLOSED SESSION – *No action taken*

Conference with Legal Counsel--Anticipated Litigation Initiation of litigation pursuant to subdivision (c) of section 54956.9 Number of cases: 1 Potential defendant(s): CUSA CC, LLP and possibly others

6. VISTA SERVICE CONTRACT

PUBLIC COMMENTS:

Jim Kemp, Executive Director, Santa Barbara County Association of Governments, expressed concern about the continued operation of the Coastal Express; the potential cost of any service change; and, suggested fares should be higher.

Michael Houser, Chair, Transcom, offered assistance to VCTC on behalf of the other transit providers in Ventura County.

Michael Collins, VISTA rider, expressed concern about the Coastal Express being halted.

Michael Powers, Consultant to City of Santa Paula, expressed concerns from the Santa Paula City Manager, that any new contract recognize the unique operations in the Heritage Valley and the recommendations for service in the recently approved VCTC Transit Study be implemented.

Recommended Action: Approved by Unanimous Roll Call Vote

- Authorize the Chair to sign a one month service agreement with CUSA to provide to provide VISTA intercity transit services from July 1, 2012 to July 31, 2012.
- Authorize the Executive Director to negotiate a sole source contract for VISTA intercity transit service beginning on August 1, 2012 and terminating on June 30, 2013. The proposed contract will be presented the Commission for action at the July 13, 2012 meeting.

10. ADJOURN

The next Commission meeting is scheduled to be held at 9:00 AM Friday July 13, 2012, Camarillo City Hall City Council Chambers, 601 Carmen Drive, Camarillo.



Item # 9A

July 13, 2012

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: SALLY DEGEORGE, FINANCE DIRECTOR
SUBJECT: MONTHLY BUDGET REPORT

RECOMMENDATION:

- Receive and file the monthly budget report for May 2012

BACKGROUND:

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

May 31, 2012 budget reports indicate that revenues were approximately 77.13% of the adopted budget while expenditures were approximately 72.71% of the adopted budget. Although the percentage of the budget year completed is shown, be advised that neither the revenues nor the expenditures occur on a percentage or monthly basis. For instance, some revenues are received at the beginning of the year while other revenues are received after grants are approved by federal agencies. In many instances, VCTC incurs expenses in advance of the revenues.

**VENTURA COUNTY TRANSPORTATION COMMISSION
BALANCE SHEET
AS OF MAY 31, 2012**

ASSETS

Assets:	
Cash and Investments - Wells Fargo Bank	\$ 1,730,182
Cash and Investments - County Treasury	18,128,103
Petty Cash	50
Receivables/Due from other funds	1,669,173
Prepaid Expenditures	1,140,284
Deposits	11,945
Total Assets:	<u>\$22,679,737</u>

LIABILITIES AND FUND BALANCE

Liabilities:	
Accrued Expenses/Due to other funds	\$ 1,174,705
Deferred Revenue	474,782
Deposits	412
Total Liabilities:	<u>\$ 1,649,899</u>
Net Assets:	
Fund Balance	<u>\$21,029,838</u>
Total Liabilities and Fund Balance:	<u>\$22,679,737</u>

**VENTURA COUNTY TRANSPORTATION COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE ELEVEN MONTHS ENDING MAY 31, 2012**

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Revenues								
Federal Revenues	\$ 5,374,530	\$ 0	\$ 0	\$ 0	\$ 5,374,530	\$ 13,671,812	(8,297,282)	39.31
State Revenues	394,142	24,970,578	3,631,011	579,771	29,575,502	33,221,363	(3,645,861)	89.03
Local Revenues	4,762,331	0	0	10,000	4,772,331	4,588,819	183,512	104.00
Other Revenues	557	0	0	0	557	2,600	(2,043)	21.42
Interest	812	41,258	40,995	13,935	97,000	141,000	(44,000)	68.79
Total Revenues	10,532,372	25,011,836	3,672,006	603,706	39,819,920	51,625,594	(11,805,674)	77.13
Expenditures								
Administration								
Personnel Expenditures	2,036,747	0	0	0	2,036,747	2,435,911	(399,164)	83.61
Legal Services	15,923	0	0	0	15,923	35,000	(19,077)	45.49
Professional Services	83,605	0	0	0	83,605	89,417	(5,812)	93.50
Office Leases	118,266	0	0	0	118,266	131,300	(13,034)	90.07
Office Expenditures	187,266	0	0	0	187,266	258,263	(70,997)	72.51
Total Administration	2,441,807	0	0	0	2,441,807	2,949,891	(508,084)	82.78
Programs and Projects								
Transit & Transportation Program								
Senior-Disabled Transportation	91,868	0	0	0	91,868	256,800	(164,932)	35.77
Go Ventura Smartcard	260,338	0	0	0	260,338	434,950	(174,612)	59.85
VISTA Fixed Route Bus Service	4,832,672	0	0	0	4,832,672	5,307,818	(475,146)	91.05
VISTA DAR Bus Services	2,245,662	0	0	0	2,245,662	2,434,385	(188,723)	92.25
Nextbus	17,425	0	0	0	17,425	306,545	(289,120)	5.68
Trapeze	19,163	0	0	0	19,163	30,000	(10,837)	63.88
Transit Grant Administration	358,400	0	(13,598)	0	344,802	5,507,397	(5,162,595)	6.26
Total Transit & Transportation	7,825,528	0	(13,598)	0	7,811,930	14,277,895	(6,465,965)	54.71

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Highway Program								
Congestion Management Program	3,525	0	0	0	3,525	19,900	(16,375)	17.71
Motorist Aid Call Box System	0	0	0	272,215	272,215	434,900	(162,685)	62.59
SpeedInfo Highway Speed Sensor	0	0	0	128,100	128,100	144,000	(15,900)	88.96
Total Highway	3,525	0	0	400,315	403,840	598,800	(194,960)	67.44
Rail Program								
Metrolink & Commuter Rail	1,239,011	0	0	0	1,239,011	1,366,950	(127,939)	90.64
LOSSAN & Coastal Rail	9,356	0	0	0	9,356	12,750	(3,394)	73.38
Santa Paula Branch Line	542,126	0	0	0	542,126	569,550	(27,424)	95.18
Total Rail	1,790,493	0	0	0	1,790,493	1,949,250	(158,757)	91.86
Commuter Assistance Program								
Transit Information Center	22,063	0	0	0	22,063	29,000	(6,937)	76.08
Rideshare Programs	20,229	0	0	0	20,229	56,500	(36,271)	35.80
Total Commuter Assistance	42,292	0	0	0	42,292	85,500	(43,208)	49.46
Planning & Programming								
Transportation Development Act	241,001	23,461,116	0	0	23,702,117	26,922,672	(3,220,555)	88.04
Transportation Improvement Program	317,403	0	0	0	317,403	2,599,625	(2,282,222)	12.21
Regional Transportation Planning	125,515	0	0	0	125,515	447,050	(321,535)	28.08
Airport Land Use Commission	640	0	0	0	640	2,600	(1,960)	24.62
Regional Transit Planning	169,783	0	0	0	169,783	243,750	(73,967)	69.65
Freight Movement	50,344	0	0	0	50,344	152,500	(102,156)	33.01
Total Planning & Programming	904,686	23,461,116	0	0	24,365,802	30,368,197	(6,002,395)	80.23
General Government								
Community Outreach & Marketing	233,650	0	0	0	233,650	620,349	(386,699)	37.66
State & Federal Relations	59,495	0	0	0	59,495	66,120	(6,625)	89.98
Management & Administration	556,254	0	0	0	556,254	941,958	(385,704)	59.05
Total General Government	849,399	0	0	0	849,399	1,628,427	(779,028)	52.16
Total Expenditures	13,857,730	23,461,116	(13,598)	400,315	37,705,563	51,857,960	(14,152,397)	72.71

	General Fund Actual	LTF Actual	STA Actual	SAFE Actual	Fund Totals Actual	Annual Budget	Variance Over (Under)	% Year to Date
Revenues over (under) expenditures	(3,325,358)	1,550,720	3,685,604	203,391	2,114,357	(232,366)	2,346,723	(909.93)
Other Financing Sources								
Transfers Into GF from LTF	1,828,282	0	0	0	1,828,282	1,828,282	0	100.00
Transfers Into GF from STA	1,505,554	0	0	0	1,505,554	2,481,706	(976,152)	60.67
Transfers Into GF from SAFE	32,573	0	0	0	32,573	75,400	(42,827)	43.20
Transfers Out of LTF into GF	0	(1,828,282)	0	0	(1,828,282)	(1,828,282)	0	100.00
Transfers Out of STA into GF	0	0	(1,505,554)	0	(1,505,554)	(2,481,706)	976,152	60.67
Transfers Out of SAFE into GF	0	0	0	(32,573)	(32,573)	(75,400)	42,827	43.20
Total Other Financing Sources	3,366,409	(1,828,282)	(1,505,554)	(32,573)	0	0	0	0.00
Net Change in Fund Balances	41,051	(277,562)	2,180,050	170,818	2,114,357	(232,366)	2,346,723	
Beginning Fund Balance	1,923,350	6,034,477	7,950,838	3,006,816	18,915,481	14,617,258	4,298,223	
Ending Fund Balance	\$1,964,401	\$5,756,915	\$10,130,888	\$3,177,634	\$21,029,838	\$14,384,892	\$6,644,946	

**VENTURA COUNTY TRANSPORTATION COMMISSION
INVESTMENT REPORT
AS OF MAY 31, 2012**

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

Institution	Investment Type	Maturity Date	Interest to Date	Rate	Balance
Wells Fargo – Checking	Government Checking	N/A	\$944.44	0.02%	\$1,730,191.92
County of Ventura	Treasury Pool	N/A	\$96,055.56	0.57%	\$8,070,075.34
Total			\$97,000.00		\$19,800,267.26

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

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

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



Item #9B

July 13, 2013

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

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

SUBJECT: RAIL OPERATIONS UPDATE

RECOMMENDATION:

- Receive and file.

DISCUSSION:

Metrolink Ridership:

Based on passenger counts made by conductors on the Ventura Line, there were 2,011 people who boarded morning peak-hour trains to Los Angeles each weekday in May. This is a slight increase from the 1,975 morning boardings in April. About 50% of the passengers on the Line, or 1,005 of the riders in May boarded at Ventura County stations.

Metrolink On-Time Performance:

The Ventura Line's on-time performance (trains arriving within five minutes of scheduled time) continued to be very good. Overall, during the month of May, 96% of the inbound trips and 94% of the outbound trips ran on-time.

Metrolink Fiscal Year (FY) 2012/13 Fare Increase:

One major remaining item in the budget development was consideration of a fare increase to offset the increased operating costs. The Metrolink Board held a public review period to discuss a range of fare increases from 5% to 9% including a public hearing held on May 30th in downtown Los Angeles. After full consideration of the alternatives, a 7% fare increase was approved effective July 1st. A detailed description of the fare increase can be found on Metrolink's website: www.metrolinktrains.com but in summary, a 7% fare increase will change the monthly pass rate between Oxnard to Los Angeles from \$300 to \$321 per month. The fare increase will raise about \$100,000 in additional fare revenue on the Ventura Line to offset the operating share increase.

New Metrolink Chief Operating Officer (CEO):

John Fenton, Metrolink CEO recently resigned to take a private sector position in Florida. The Metrolink Board has appointed Metrolink Legal Counsel Don Del Rio as the acting CEO for administration with Operating Director Dennis Marzec continuing to handle operational issues. A search is underway for a new CEO who is expected to be on board early this Fall.

LOSSAN Strategic Plan Update/Governance Discussion:

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

Late last year, the LOSSAN Board voted unanimously to move forward with a recommendation to further explore taking over control of the LOSSAN intercity train operations from the State. A similar action was taken on the Capitol Corridor rail service operated between Sacramento and the Bay area in 1998. Clearly there are many details that need to be worked through as this proposal is considered, including State funding guarantees, Board structure and voting, administrative arrangements, etc. The CEO's from the member agencies are finalizing these arrangements for a Memorandum of Understanding to guide the new agency. State legislation (SB 1225) has also been drafted to accomplish this goal under the guidance of the member agency governmental staffs. Staff is continuing to closely monitor this initiative and will be presenting details for the possible rail reorganization to the Commission for review likely at the September meeting.

Santa Paula Branch Line (SPBL) Operations:

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

FRA Required Bridge Inventory Project

Work is underway on the Federal Railroad Administration (FRA) required railroad bridge inventory on the SPBL. The project includes collecting data on the rail bridges and developing a management plan for the continued maintenance. VCTC contracted with JL Patterson & Associates to complete Phase I of the inventory work and they have completed the initial report. Phase 2 of the project will prioritize and rate the bridges and is included in the Fiscal Year 2012/13 VCTC budget.

Unfortunately, the inspection revealed there are five bridges with varying degrees of problems. The two worst bridges had to be "red-tagged" and put out of service until repairs are made. The one red-tagged bridge is near Ellsworth Barranca just east of Saticoy which needs the heading plates replaced at an estimated cost of about \$75,000. The Ellsworth Bridge is necessary for the UP freight deliveries to International Paper in Santa Paula, which is currently the only freight customer on the SPBL. However, International Paper has closed its' facility, eliminating the deliveries and making the need for this bridge repair less urgent.

The other red-tagged bridge is over a small culvert just east of Santa Paula and needed replacement braces at about \$10,000; this bridge has already been repaired by Fillmore & Western Railway (F&W) to make sure their tourist train operation was not disrupted. The other three bridges with exceptions noted are between Santa Paula and Fillmore and need comparatively minor, albeit important, repairs. These bridges are in the territory used by F&W for their tourist trains and are still in service with bi-weekly inspections being made until repairs are completed.

July 13, 2012
Item #9B
Page #3

A Santa Paula Branch Line Advisory Committee (SPBLAC) meeting was held May 16th to discuss the issues about continued service on the SPBL. It was decided to delay repairs to the Ellsworth bridge until the time freight service is resumed, and that VCTC staff would continue working with UP and F&W to transfer the freight operations. SPBLAC also endorsed VCTC investigating a Federal Railroad Administration (FRA) program available for private short-line railroads like F&W for bridge repair loans. A full copy of the draft rail bridge inventory plan recommendations will be reviewed by SPBLAC at its next meeting in late July, with the report coming to the Commission at its September meeting.

Property Leases

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

Union Pacific (UP) Railroad

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

To keep the momentum going with the discussion with UP on this issue, a letter was recently sent requesting their support for the freight service modifications as allowed under the VCTC/UP shared-use agreement. We have not as yet received written response, but telephone discussions with UP have been positive, and UP has requested F&W prepare an operating plan for the freight transfer. Because the International Paper shipments have ceased, it is possible UP will simply allow the transfer to proceed without further delay or objection. After the transfer is arranged, F&W can then actively solicit new freight customers. Staff will continue to strongly advocate for the change consistent with the Commission's goals for the SPBL to become self-sustaining from the revenues generated by SPBL activities.

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Item #9C

July 13, 2012

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: LEGISLATIVE UPDATE

RECOMMENDATION:

- Receive and file.

BACKGROUND:

Federal Issues

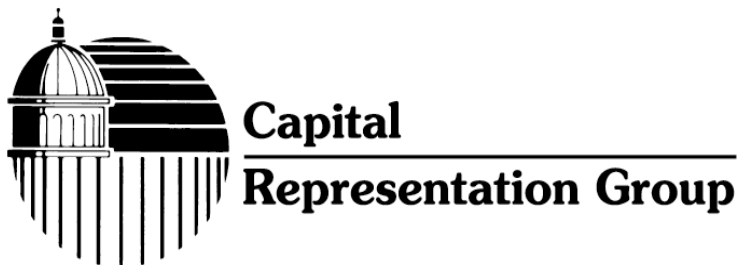
On June 29th Congress passed a multi-year federal transportation authorization, entitled Moving Ahead for Progress in the 21st Century, or MAP-21. This bill was based on the work of the Conference Committee established to negotiate the differences between the Senate version of MAP-21, which authorized the program through September 2013, and the 30-day extension passed by the House; however the bill which was adopted authorizes the program for a longer period, through September 2014. At the time of this writing staff was still gathering information on this new federal authorization, but the following are some of the changes likely to affect Ventura County transportation programs. Staff expects to have additional information available in the near future.

- Federal transportation funding is authorized to continue at the current level, slightly increasing to address inflation.
- There has been consolidation of funding programs. In particular, the Transportation Enhancements program has been combined with Safe Routes to Schools and Recreational Trails to form a Transportation Alternatives program. In FY 2009, the combined funding for these three programs was \$1.08 billion, but MAP-21 provides FY 2013 funding of only \$800 million for the consolidated program, representing a significant decrease.
- The Section 5310 Elderly and Disabled program and the Section 5317 New Freedoms program have also been combined, with increased funding for the consolidated program, relative to the previous funding for the two programs.
- The Section 5311 Rural Transit program authorization is significantly increased, by nearly 10% for FY 2013 and by another 15% in FY 2014. This change should directly affect Ventura County's apportionment for rural transit operations.

- The transit Urban Area Formula program, the primary source of federal funds for transit in Ventura County, is revised to allow any operator with 100 or fewer buses to use the formula funds for operations. Previously, federal formula funds could only be used for operations in small urban or rural areas as defined by the Census Bureau. This provision appears to open the door for use of FTA funds for operations in the Gold Coast area, Moorpark, and Thousand Oaks.

State Issues

Attachment A provides the monthly report of Tim Egan, the Commission's state lobbyist. The report includes information on the status of AB 1778 (Williams) which was pulled from the Senate Transportation Committee at the request of the author. The report also provides news on the adoption of the state budget, and on the development of the greenhouse gas emissions cap-and-trade program.



July 3, 2012

To: Ventura County Transportation Commission
Darren Kettle
Peter DeHaan

From: Tim Egan

Subject: **LEGISLATIVE REPORT**

STATE LEGISLATION

AB 1778 (Williams) – VCTC Local Transportation Funds

Today, Assemblyman Williams removed AB 1778 from the calendar for the Senate Transportation & Housing Committee hearing. This action was taken after VCTC, a number of the cities in Ventura County, and Senator Fran Pavley actively lobbied against AB 1778, and that the Senate Transportation Chair and Vice Chair both indicated they would not support the bill in its current form. The Committee did consent to Assemblyman Williams' request to hold an interim hearing in the fall, likely in November, to more closely review and consider the VCTC Regional Transit Study and other input from stakeholders.

SB 1225 (Padilla) – LOSSAN Intercity Passenger Rail Act of 2012

SB 1225 passed both the Assembly Transportation Committee on June 26 (13-0) and Assembly Local Government on July 2 (9-0) and now will be heard in the Assembly Appropriations Committee. VCTC has joined with the LOSSAN Member Agencies, especially L.A. Metro and OCTA in an active advocacy effort for passage of SB 1225.

In addressing some issues which were raised by the Assembly Transportation Committee, the bill was amended to clarify; the state's continued funding commitment once the responsibility to operate the intercity passenger rail service is transferred to the LOSSAN Corridor Agency, to reduce the proposed five-year transition period to three years (Consistent with AB 1779 the pending intercity rail passenger transfer legislation for the San Joaquin Valley), and what the state could reasonably expect to receive in the level of service commensurate with its funding commitment as negotiated through an interagency transfer agreement.

STATE BUDGET

The Legislature passed on June 15 and the Governor subsequently signed the main state budget bill – AB 1464. As approved by the Governor, AB 1464 and the two dozen trailer bills will result in an overall budget of over \$92 billion for the 2012-13 fiscal year and is balanced and relies on passage of the Governor’s November tax proposal. Should the Governor’s proposal not pass, the budget includes a series of automatic budget cuts of approximately \$5.9 billion, with most of the cuts coming from K-14 education (\$5.3 billion).

The budget package includes the transportation budget trailer bills AB 1465, which was signed by the Governor on June 27. AB 1465 includes \$1.250 billion for State Transit Assistance. The budget continues the structure components of the fuel tax swap, including funding related to the backfill of Prop 42 sales tax dollars. The budget includes \$708 million for local roads and \$901 million for Caltrans highway projects associated with the former Prop 42 funding.

GOVERNOR’S REORGANIZATION PLAN

Earlier this year, the Governor released his reorganization plan which would consolidate the number of state agencies from 12 to 10 and eliminate dozens of departments, boards and commissions. One of the major components of the Governor’s plan was the separation from the Business, Transportation & Housing Agency and creation of a Transportation Agency that would align all of the state’s transportation entities, including Caltrans, CHP, DMV, High-Speed Rail Authority and the California Transportation Commission.

In May, the Governor’s plan was unanimously approved by the Little Hoover Commission, and was then sent to the Legislature for review and consideration. The Legislature has 60 days of continuous session for which to consider the plan; and if neither the Assembly nor Senate adopts by majority vote a resolution rejecting the Governor’s plan, then it becomes effective on the 61st day after it was given to the Legislature. Without any legislative objections, the Governor’s reorganization plan became effective July 3, 2012, and will become fully operative on July 1, 2013. Actual statutory language still must be enacted but the reorganization is effective immediately without the statutes being on the books.

VENTURA COUNTY TRANSPORTATION COMMISSION STATE LEGISLATIVE MATRIX BILL SUMMARY July 3, 2012			
BILL/AUTHOR	SUBJECT	POSITION	STATUS
AB 441 Monning	Directed that voluntary guidelines be provided for General Plans and Regional Transportation Plans to address health effects. Amended version instead requires CTC to disseminate information on the issue.	Oppose	Passed Senate Transportation and Housing Committee 6-2. To full Senate.
AB 1229 Feuer	Authorizes issuance Grant Anticipation Notes through the California Transportation Financing Authority.	Support	In Senate Appropriations Committee.
AB 1778 Williams	Advanced to July 1, 2013 the date by which all Local Transportation Funds in Ventura County must be spent on transit. Amended version removes this advancement and instead provides for redistribution of funds within Ventura County if a jurisdiction does not spend all its funds.	Oppose Unless Amended	Passed Assembly 44-29. In Senate Transportation and Housing Committee. Withdrawn at request of author.
AB 2488 Williams	Allows three-bicycle racks on Gold Coast Transit buses.	Support	Passed Senate Transportation and Housing Committee 9-0. Passed Senate 36-0. To Governor.
SB 1189 Hancock	Appropriates \$523.4 million in Proposition 1A High Speed Rail Connectivity funds.	Support	Passed Senate Transportation & Housing Committee 6-3. In Senate Appropriations Committee.
SB 1225 Padilla	Implements LOSSAN corridor agency local governance recommendation.	Support In Concept	Passed Senate Appropriations Committee 7-0. Passed Senate 38-0. Passed Assembly Transportation Committee 13-0. Passed Assembly Local Government Committee. To Assembly Appropriations Committee.

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Item #9D

July 13, 2012

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: STEPHANIE YOUNG, PROGRAM ANALYST
SUBJECT: COOPERATIVE AGREEMENT WITH METROLINK FOR PROPOSITION 1B SAFETY AND SECURITY FUNDS

RECOMMENDATION:

- Approve decreasing the Metrolink Grade Crossing Rehabilitation Project by \$200,972 of Proposition 1B California Transit Security Grant Program (CTSGP) funds and increasing the Tunnel 26 Rehabilitation Project by the same amount.
- Authorize the Executive Director to sign the attached agreement with Metrolink for CTSGP Funds for the Grade Crossing Rehabilitation Project and the Tunnel 26 Rehabilitation Project.

BACKGROUND:

CTSGP funds are distributed to transit operators and regional agencies based on a formula. At the February 4, 2011 meeting, the Commission approved the programming of \$709,972 in Fiscal Year (FY) 2010/11 Proposition 1B Transit Safety and Security funds to the Metrolink Ventura County Grade Crossing Rehabilitation Project. At the May 4, 2012 meeting, the Commission approved the programming of \$509,000 in FY 2011/12 of these funds to the Tunnel 26 Electrical System Rehabilitation Project. Agencies are notified when the bonds are sold and funds become available. In May, VCTC was informed that the \$709,972 in FY 2010/11 funds was available.

Metrolink has determined that the Tunnel 26 Project will require \$200,972 in addition to the originally requested \$509,972. The additional \$200,000 would be used in the following ways:

- \$100,972 to replace the existing transformer in Tunnel 26, and,
- \$100,000 for fencing and gates at the entrance of Tunnel 26

Also, since the Tunnel 26 project is a higher security priority than the Grade Crossing Rehabilitation, Metrolink would like to start this project as soon as possible. Pending approval by the California Emergency Management Agency (Cal EMA), Metrolink can use the \$709,972 of FY 2010/11 funds that are now available for this project. When FY 2011/12 funds become available, \$509,000 will be used for the Grade Crossing Rehabilitation Project. This recommendation was approved by TRANSCOM at its June 14, 2012 meeting.

Per the Cal EMA guidelines, Metrolink cannot receive these funds directly and must have VCTC administer the funds for them. In order to complete the project with these funds, a Cooperative Agreement has been drafted (see attached), in which VCTC agrees to administer the funds while Metrolink will undertake the projects.

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COOPERATIVE AGREEMENT

BETWEEN

VENTURA COUNTY TRANSPORTATION COMMISSION

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

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

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

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

WHEREAS, at its July 13, 2012 meeting, the VCTC authorized the programming of \$709,972 of Fiscal Year 2010/11 CTSGP funds, plus any interest on the funds which may have accrued, for the Tunnel 26 Electrical and Security System and \$509,000 of Fiscal Year 2011/12 CTSGP funds, plus any interest on the funds which may have accrued, for the Metrolink Grade Crossing Rehabilitation Project; and,

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

NOW, THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:

I. FUNDING/PROGRAM MANAGEMENT

1. **Assignments of Participants:** VCTC hereby agrees to engage SCRRA and SCRRA hereby agree to carry out the work hereinafter described in connection with the administration of Cal EMA funds. The SCRRA will be responsible for assuring that the SCRRA meets all grant requirements placed on Cal EMA fund recipients.
2. **Scope of Services:**
 - a. **Grant Administration:** VCTC shall be responsible to reserve, apply for, and receive Cal EMA funds and to be responsible for assuring that VCTC and SCRRA meet all requirements placed on Cal EMA fund recipients.

- b. Project Implementation: SCRRA will undertake the Tunnel 26 Electrical System project and the Grade Crossing Rehabilitation project, to the extent that grant funds from VCTC are available pursuant to this Agreement.
3. Duration of Agreement and Authorization to Proceed: The term of this Agreement and work on the Tunnel 26 Electrical and Security System project shall commence when VCTC notifies SCRRA that it has received final Cal EMA grant approval and modification request approval in writing. Work on the Grade Crossing Rehabilitation Project shall not begin until VCTC notifies SCRRA that it has received the final Cal EMA grant approval for that project. The Agreement shall continue until the earlier of the following events: (1) all work on the Projects are completed, all contracts to construct the Projects are closed and VCTC has approved and paid the final invoices, or (2) the Agreement is terminated by either party after thirty (30) days written notice.
4. Amendments to the Agreement: The provisions of this Agreement may be amended upon written acceptance and approval of any such amendment by both VCTC and SCRRA.
5. Method of Payment: VCTC, as the grant applicant, shall receive an advance payment of the funds from Cal EMA in accordance with Cal EMA's grant procedures. VCTC will transfer the funds to SCRRA within thirty (30) days upon SCRRA's submittal of an invoice to VCTC for work performed as part of the Projects.
6. Costs: SCRRA shall have no liability for deficits or authority to incur cost overruns for the Projects and under no circumstances will VCTC or SCRRA be responsible for funding the Projects in excess of the grant funds and the interest earned thereon.

II. CAL EMA REQUIREMENTS

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

1. Reports: Semi-annual performance reports shall be prepared and submitted to VCTC no later than April 20th and October 20th for the duration of the project performance period, or until all activities are completed and the Projects are formally closed. VCTC will then forward the reports to Cal EMA in time for the Cal EMA end-of-month deadline. Failure to submit performance reports could result in the reduction of Project funds, termination or suspension.

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

2. Other Provisions: The SCRRA is subject to all policies and regulations of Cal EMA with regard to the Cal EMA and all applicable laws regarding California public agency procurements, including but not limited to transportation agency specialized rail equipment procurements.

3. Grant Performance Period: FY 2010/11 CTSGP funds shall be expended by March 31, 2014. Funds remaining unexpended thereafter shall revert to Cal EMA.

III. OTHER PROVISIONS

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

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

The obligations of SCRRA and VCTC in these indemnity provisions survive the expiration or earlier termination of this Agreement.

2. Insurance: With respect to performance of work under the project Agreement, SCRRA shall assure VCTC that SCRRA or its contractors maintain insurance at all times during the performance of this Agreement as described below:

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

Public Liability and Property Damage Insurance. SCRRA shall secure and maintain during the life of this Agreement such public liability and property damage insurance as shall insure VCTC, their elective and appointed boards, commissions, officers, agents, and employees, and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from SCRRA's or any contractors or subcontractors operations hereunder, whether such operations be by SCRRA or any contractor or subcontractor, or by anyone directly or indirectly employed by either SCRRA or any contractor or subcontractor, and the amounts of such insurance shall be as follows:

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

(2) Property Damage Insurance In an amount of not less than \$500,000 for damage to the property of each person on account of any one occurrence.

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

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

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

SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY

VENTURA COUNTY TRANSPORTATION
COMMISSION

Don O. Del Rio
Acting Chief Executive Officer

Darren M. Kettle
Executive Director

Don O. Del Rio
General Counsel

Mitchel B. Kahn
General Counsel



Item #9E

July 13, 2012

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: MYRA MONTEJANO, TRANSIT SPECIALIST
SUBJECT: VISTA FY 2012/2013 COOPERATIVE AGREEMENT- CSUCI

RECOMMENDATION:

- Approve the FY 2012/2013 Cooperative Agreement for bus service to California State University Channel Islands (CSUCI)

BACKGROUND:

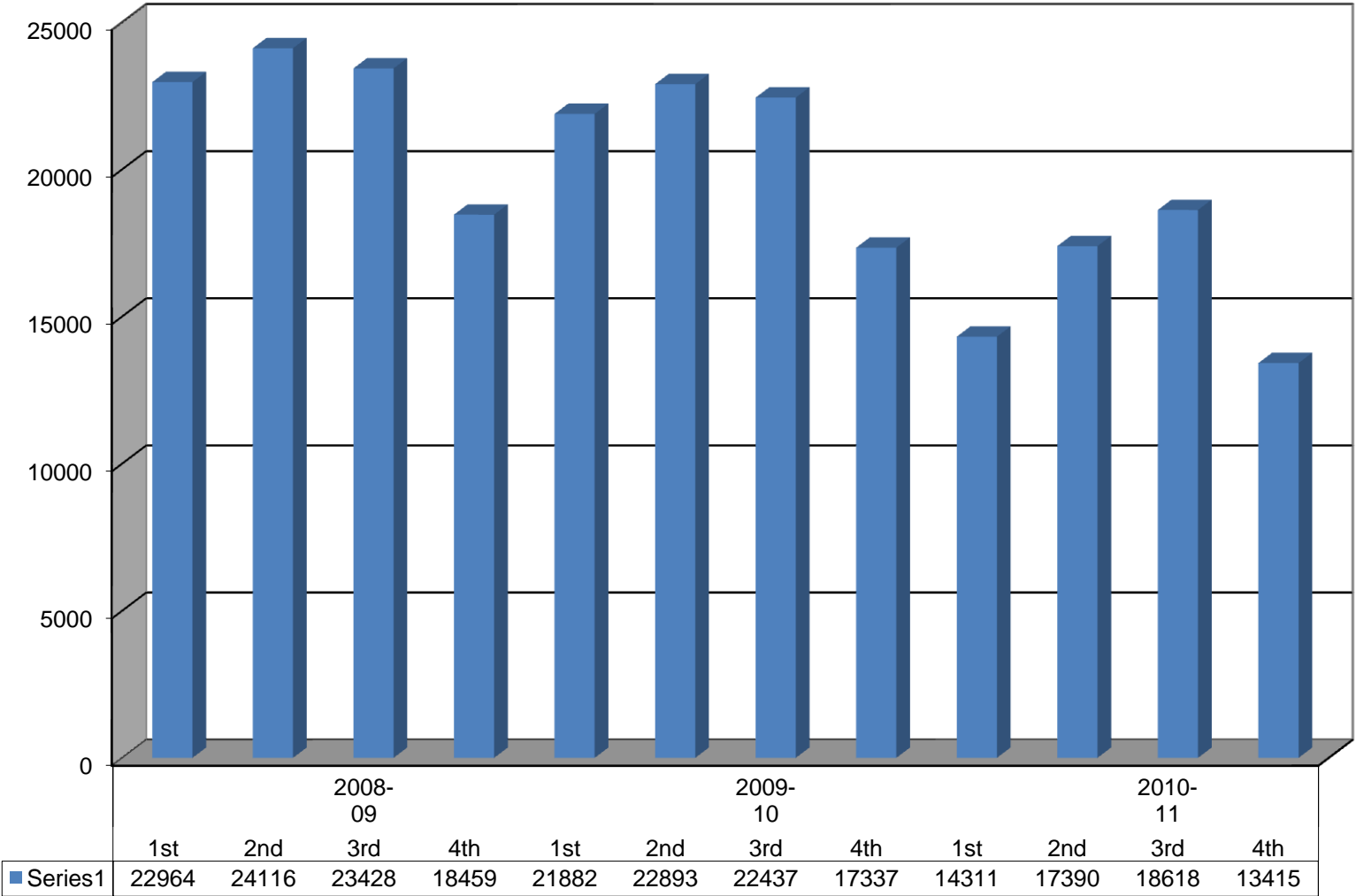
For the past twelve years, VISTA has operated shuttle buses from the Camarillo Metrolink Station to CSUCI and from Oxnard "C" Street to CSUCI. During the first three years, the service qualified as a CMAQ (Congestion Management and Air Quality) Demonstration Program and, as such, received federal funding for 80% of the total cost. Subsequently, the route became a regular VISTA service beginning in 2002-03. As a regular service, FTA will reimburse 80% of capital costs only. For 2012-13 these FTA funds will amount to approximately \$357,280.

The attached agreement with CSUCI provides that the University reimburse the remaining costs (20% of capital plus 100% of operating costs, as well as VCTC's administrative expenses, less net credits) which total \$421,920.

Also attached is a graph of CSUCI ridership to show the ridership trends which have taken place in recent years. (The dip in ridership from 2002 through 2006 was caused by the initiation of a bus pass fee by CSUCI.)

Attachments: Ridership Graph
Agreement Number 2903- 1 Page
Rider A- Amendment #13, 4 Pages
Rider B, General Provisions- 4 Pages

CSUCI THREE YEARS RIDERSHIP THRU FY 2010-11



**AMENDMENT THIRTEEN TO
COOPERATIVE AGREEMENT**

**BETWEEN
TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
ON BEHALF OF CALIFORNIA STATE UNIVERSITY
CHANNEL ISLANDS**

AND

**THE VENTURA COUNTY TRANSPORTATION COMMISSION
FOR THE REVISED TERM APRIL 1, 1999 - JUNE 30, 2013**

This thirteenth amendment to the COOPERATIVE AGREEMENT is entered into by and between the Trustees of the California State University, on behalf of California State University Channel Islands, hereinafter referred to as CAMPUS or CI, and the Ventura County Transportation Commission, hereinafter referred to as VCTC, for fiscal year 20012/2013 and is based on the following facts which are material to its execution by the parties:

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

- IV. The CMAQ program provides funds for a maximum of three years, which is considered a “demonstration period.” The demonstration period ended in August 2002. Therefore, the CAMPUS shuttle bus service no longer qualifies for CMAQ funds but does qualify for partial funding from the Federal Transportation Administration (FTA). During the following years; FY 2002-2003 through 2012-13, VCTC obtained FTA funds to pay for approximately half the total cost of operating CAMPUS shuttle bus service.
- V. It is expected that FTA funds, obtained by VCTC on behalf of the CAMPUS, will total approximately \$357,280.00 for FY 2012-2013.
- VI. VCTC and CI agree to work together to develop a plan which will enhance revenue through increased ridership resulting in a self-sustaining shuttle bus service. CAMPUS recognizes that it may need to subsidize the shuttle bus pass for the students, faculty, and staff.

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

- A. During the period from July 1, 2012 through June 30, 2013, CI shall provide \$421,920.00 to VCTC to maintain, operate, and manage the CAMPUS shuttle bus system. This amount consists of the Trustees of the California State University local matching cost, which, together with FTA payments and accrued CI credit, will provide full funding for this bus service and VCTC administrative and other operating costs. The amount of \$421,920.00 shall be due and payable during 2012-13 according to the following schedule:

Due Sept 30, 2012	\$ 105,480.00
Due Nov 30, 2012	\$ 105,480.00
Due Jan 31, 2013	\$ 105,480.00
Due April 30, 2013	\$ 105,480.00

- B. VCTC will continue to provide to CI a variety of analytical, technical and management services designed to facilitate the operation of the system from designated points in Oxnard and Camarillo to the CAMPUS for use by students, employees and visitors. The specific services to be provided by VCTC to CI are as follows:
 - 1. Management and coordination of all CAMPUS shuttle bus service and park and ride locations throughout FY 2012-2013.

2. Continued identification of future CAMPUS shuttle bus service route expansions, service adjustments and/or additional park and ride locations with a focus toward promoting and advancing the CI "Green Campus" concept.
3. Provide analytical and technical expertise in support of the CI Transit Twenty Year Plan.
4. Maintain CAMPUS ridership data and trends.
5. Facilitate access to CAMPUS shuttle bus service during special events at the CAMPUS.

THIS AGREEMENT HAS BEEN EXECUTED AS OF JULY 1, 2012 AT CAMARILLO, CALIFORNIA.

ATTEST:

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

RICHARD R. RUSH, PRESIDENT
CSU CHANNEL ISLANDS

VENTURA COUNTY TRANSPORTATION COMMISSION

JOHN ZARAGOZA, CHAIR

APPROVED AS TO FORM

MITCHEL B. KAHN, GENERAL COUNSEL, VCTC

APPROVED AS TO CONTENT

DARREN KETTLE, EXECUTIVE DIRECTOR, VCTC

RIDER B - GENERAL PROVISIONS FOR SERVICES

1. Commencement of Work

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

2. Invoices

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

3. Appropriation of Funds

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

4. Cancellation

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

5. Independent Status

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

6. Conflict of Interest

- (a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.
- (b) The CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any CSU financial interest [reference G.C. 82019].

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

7. Governing Law

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

8. Assignments

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

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

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

11. General Indemnity

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

12. Use of Data

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

13. Termination for Default

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

14. Personnel

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

15. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action), Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212 or VEVRAA), and Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and the implementing regulations found at 41 CFR 60-1.82, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.
- (e) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Gov. Code Section 12990, 11135 et seq.; Title 2, California Code of Regulations, Section 8107).

16. Drug-Free Workplace Certification

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

17. Severability

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

18. Dispute

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

19. Privacy of Personal Information

Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the State's Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall not release personal information contained in CSU records without full compliance with applicable state and federal privacy laws. Contractor further, acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. Contractor shall maintain the privacy of protected personal information.

20. Waiver of Rights

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

21. Endorsement

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

22. Patent, Copyright, and Trade Secret Indemnity

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

- (a) The Contractor, at its own expense, shall defend any action brought against the CSU to the extent that such action is based upon a claim that the product supplied by the Contractor or the operation of such product infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the CSU in any such action. Such defense and payment shall be conditioned on the following:
 - (i) That the Contractor shall be notified within a reasonable time in writing by the CSU of any notice of such claim; and,
 - (ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the CSU has the option to participate in such action at its own expense.
- (b) Should the product, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States or foreign patent or copyright or a trade secret, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the product, or to replace or modify the same so that they become non-infringing provided such replacement or modified product satisfies the performance requirements specified in the Contract. If none of these options can reasonably be taken, or if the use of such product by the CSU shall be prevented by injunction,

the Contractor agrees to take back such product and make every reasonable effort to assist the CSU in procuring a substitute product. If, in the sole opinion of the CSU, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, the CSU shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.

23. Compliance with NLRB Orders

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

24. Examination and Audit

For contracts in excess of \$10,000, the Contractor shall be subject to the examination and audit of (a) the Office of the University Auditor, and (b) the State Auditor, for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.

25. DVBE and Small Business Participation

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

26. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

27. Americans With Disabilities Act (ADA)

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

28. Child Support Compliance Act

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

- (a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

29. Document Referencing

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

30. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order, the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor.

Contractor shall cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108)

31. Covenant Against Gratuities

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

32. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of services, without expense to the CSU, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.
- (b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as "force majeure") shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or serves to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

- (c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- (d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

33. Contractor's Power and Authority

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

34. Recycled Content Certification

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

35. Entire Contract

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

36. Safety and Accident Prevention

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

37. Follow-On Contracts

- a) If the Contractor or its affiliates provides Consulting and Direction (as defined below), the Contractor and its affiliates:
 - (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever comes later.
- b) "Consulting and Direction" means services for which the Contractor received compensation from the CSU and include:
 - (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliate" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair or maintenance of such products after sale; or
 - (ii) where the CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

38. Expatriate Corporations

By accepting a contract or purchase order, the Contractor declares under penalty of perjury under the laws of the State of California that the Contractor is eligible to contract with the CSU pursuant to The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10236 et. Seq.

39. Insurance Requirements

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

- (a) The certificate of insurance shall provide:
 - (i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the CSU;
 - (ii) That the State of California, the Trustees of the California State University, the CSU, and the employees, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned;
 - (iii) That the State, the Trustees, and the CSU, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy.
- (b) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CSU, and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- (c) Workers' Compensation insurance coverage as required by the State of California.



Item # 9F

July 13, 2012

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: VICTOR KAMHI, BUS TRANSIT DIRECTOR
SUBJECT: FISCAL YEAR 2012/13 BUDGET AMENDMENT - VISTA HWY 126 FIXED ROUTE

RECOMMENDATION

- Amend the FY 2012/13 VISTA HWY 126 Fixed Route budget, increasing revenues and expenditures in the amount of \$81,380 for additional HWY 126 Service.
- Approve the FY 2012/2013 VISTA HWY 126, Fillmore and Santa Paula Cooperative Agreement.

BACKGROUND

In the past few years VISTA Hwy 126 has seen an increase in ridership which has created an overcrowding issue specifically during our peak hour service. HWY 126 serves about 245,000 riders a year and ridership continues to rise. Earlier this year VCTC staff unsuccessfully applied for 5316 JARC funds in hopes to receive funding for additional service. Staff approached the funding cities with a proposal for additional service in the Heritage Valley. Representatives from City of Ventura, County of Ventura, City of Fillmore and City of Santa Paula supported the additional increase in service.

The increase in service will enhance availability of transportation by providing more options to the Heritage Valley Community. The additional service will provide additional trips during peak hour service as well as late night service in the evening. Currently we have two afternoon and morning routes that are at standing capacity almost daily and numerous requests for extended evening service especially from current Ventura college students. Extended evening service will provide current riders with more options as well as target the population currently excluded because of current running times. Providing longer services hours will only serve to enhance ridership experience.

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**AMENDMENT (FY 2012/13)
TO COOPERATIVE AGREEMENT
FY 2001/02
VENTURA INTERCITY SERVICE TRANSIT AUTHORITY (VISTA)
HIGHWAY 126 ROUTE, FILLMORE, SANTA PAULA DIAL-A-RIDES**

This Amendment (2012-13) to the Cooperative Agreement FY 2001/02 for VISTA Highway 126 Route, Fillmore, Santa Paula Dial-a-Rides (“Amendment”) is made and entered into by and among the CITY OF FILLMORE (Fillmore), the CITY OF SAN BUENAVENTURA (Ventura), the CITY OF SANTA PAULA (Santa Paula), the COUNTY OF VENTURA (County) and the VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC). Fillmore, Ventura, Santa Paula and the County are collectively referred to herein from time to time as the “AGENCIES.”

This Amendment continues the VISTA 126 Route, Fillmore and Santa Paula Dial-a-Ride services under the terms and conditions of the Cooperative Agreement, FY 2001/02, Ventura Intercity Service Transit Authority (VISTA) Highway 126, Fillmore, Santa Paula Dial-a-Rides (“Cooperative Agreement”), except to the extent amended hereby, for FY 2012-13.

The Cooperative Agreement is hereby amended as follows:

A. Section 3: Funding

For FY 2012-13, the required local match shall be paid by the AGENCIES based on funding shares per jurisdiction as follows:

	<u>Percent</u>	<u>Approximate Net Share</u>
Fillmore	33 % of DAR's, 21.34 % of Route 126 bus	\$ 457,424.00
Ventura	12 % of Route 126 bus only	\$ 33,301.00
Santa Paula	33 % of 126 bus and both DAR's	\$ 490,699.00
County	33 % of 126 bus and both DAR's	\$ 490,699.00

B. Section 5: Term

The term of this Agreement shall be extended for one year, beginning July 1, 2012, and ending June 30, 2013. The Agreement may be extended by mutual consent of all parties.

C. Section 7: Meetings

Meetings of the AGENCIES and VCTC shall be held in accordance with the “Brown Act” at least once each fiscal year, and shall be held in conjunction with VCTC Board meetings. All decisions on service shall be made jointly by the AGENCIES participating in the local funding of this route, with each of the AGENCIES having one vote and majority vote ruling. The VCTC member of each of the participating AGENCIES shall be designated as a voting member.

D. (Revised) Attachment “A”- Route and Service Description- is attached and incorporated herein by this reference.

E. (Revised) Attachment “B”- Performance Reporting- is attached and incorporated herein by this reference.

Except as amended hereby, the terms and conditions set forth in the Cooperative Agreement shall remain in full force and effect.

In witness whereof, the parties hereto have executed this Amendment on the dates stated below.

CITY OF FILLMORE

APPROVED AS TO FORM

By _____
Date

City Attorney Date

CITY OF SAN BUENAVENTURA

APPROVED AS TO FORM

By _____
Date

City Attorney Date

CITY OF SANTA PAULA

APPROVED AS TO FORM

By _____
Date

City Attorney Date

COUNTY OF VENTURA

APPROVED AS TO FORM

By _____
Date

County Counsel Date

**VENTURA COUNTY TRANSPORTATION
COMMISSION**

APPROVED AS TO FORM

By _____
Date

General Counsel Date

APPROVED AS TO CONTENT

Executive Director Date

ROUTE AND SERVICE DESCRIPTION

The following is a general description of the VISTA-HWY 126 and VISTA Fillmore and Santa Paula DAR's, and may be revised and/or adjusted during the fiscal year by agreement of the AGENCIES.

VISTA Hwy 126 Service

The VISTA Hwy 126 service is an intercity, fixed route, express bus service along the State Route 126 corridor between Fillmore, Santa Paula and Ventura. The route includes stops at: Fillmore Senior Center in Fillmore; Santa Paula City Hall and K-Mart Park and Ride in Santa Paula; and Wells Center, County Government Center, Ventura College, St. Bonaventure High School, the County Medical Center, Ventura Pier and the Pacific View Mall (Ventura Transit Center) in Ventura.

On weekdays service will operate between approximately 6 AM and 8 PM. In the morning and afternoon peak hours, regular buses will run on approximately 60-70 minute headways. Morning service will be supplemented with a third bus. In the off-peak hours, the headways may increase to approximately 120 minutes. The peak hours will be defined in the final schedule, but it will be a minimum of three hours in the morning and three hours in the afternoon.

Saturday and Sunday service will operate between approximately 8 AM and 6 PM. In the morning and evening peak hours, the buses will run on approximately 60-70 minute headways. In the off-peak hours, the headways may increase to approximately 120 minutes. The peak hours will be defined in the final schedule, but it will be a minimum of three hours in the morning and three hours in the afternoon.

The schedule will be arranged to provide timed transfers to local and intercounty transit providers such as Santa Paula and Fillmore Dial-a-Rides, the VISTA 101, VISTA Coastal Express, VISTA Conejo Connection and Gold Coast Transit, as feasible.

Fillmore/Piru Area and Santa Paula Dial-a-Ride Services

General public dial-a-ride service operates from a dispatch center located in the City of Fillmore for (1) Fillmore and the nearby unincorporated communities, such as Piru, Bardsdale and the Rancho Sespe Housing Development, and (2) Santa Paula and surrounding unincorporated areas. Service for the Fillmore DAR is provided weekdays between the hours of 6:00 AM and 8:00 PM on demand (within 60 minutes of the call being received) and Saturdays and Sundays between 7:00 AM and 6:00 PM. Service for the Santa Paula DAR will operate weekdays between 6:00 AM and 7:30 PM and Saturdays and Sundays between 8:00 AM and 5:30 PM. Trip reservations can be made up to a week in advance.

The general service boundaries for the DAR services, which may be adjusted from time to time by COMMISSION, are as follows: Fillmore DAR service will include the Fillmore City limits, Old Telegraph Road/Grand Avenue on the west; Grand Avenue/Bridge Street on the north; the communities of Piru and Rancho Sespe Housing Development to the east; and the community of Bardsdale on the south. The general service boundaries for the Santa Paula Commuter Bus and Santa Paula DAR service are the Santa Paula City limits and adjacent unincorporated areas and including the Mupu and Briggs Schools to the west.

The Fillmore DAR will be routed by the Fillmore Senior Center (Community Building) to meet the intercity, fixed route express bus service. The Santa Paula DAR will be routed by the Santa Paula City Hall and K-Mart each for transfer coordination to the intercity, fixed route express bus service. Reservations are not needed for transfers from the fixed route to the DAR's at the Fillmore Senior Center, Santa Paula City Hall and Santa Paula K-Mart. This Dial-a-Ride will also make stops at businesses en route.

FARES

VISTA-HWY 126 one-way passenger fares are: \$1.25 for adults between 21 and 65 years of age; \$1.25 for youth 6 to 20 years; and 60 cents for seniors aged 65 and older and for persons with disabilities. Children 5 and under ride free if accompanied by fare paying adult. VISTA-operated Dial-a-Ride fares are \$1.75. The fare includes one transfer to VISTA intercity service.

The SmartCard Passport fares are: adults \$50; youth \$50; seniors and persons with disabilities \$25. Purchased monthly, this passport is valid for unlimited trips on all Ventura County fixed-route public bus systems (not including inter-county service). A cash debit feature is also available. For an additional 50 cents per trip, holders of the base pass may use the Dial-A-Rides, except on systems where this offer is not valid.

The Dial-a-Ride monthly Passport fares are: adults \$60; students \$60; seniors and persons with disabilities \$38. These fares include Dial-a-Ride and fixed route transportation within Ventura County. A monthly pass for Dial-a-Ride service only is available for \$20. A day pass can also be purchased from the drivers or from the FATCO office in Fillmore at a cost of \$3.50. The pass can be used for an unlimited number of trips on the Fillmore DAR, Santa Paula DAR and Hwy 126 buses that day.

PERFORMANCE REPORTING

On a quarterly basis, VCTC will calculate and provide operating statistics and performance indicators for Weekday service, Saturday service, and for All Periods combined, for monthly, quarterly, and total year-to-date periods, to include:

- Farebox Revenues
- Farebox Recovery Ratio*
- Contractor Operating Cost
- Total Adjusted Operating Costs
- Passengers
- Total Operating Cost per Passenger
- Vehicle Service Hours
- Total Operating Cost per Vehicle Service Hour
- Passengers per Vehicle Service Hour
- Total Hours
- Vehicle Service Miles
- Passengers per Vehicle Service Mile
- Total Miles

* Farebox Recovery Ratios shown will be the adjusted ratio so that all transit systems may be compared equally. For all VISTA contract services, this means that operating costs equal the sum of operating and maintenance costs contained in each contract, or, conversely, contract costs minus all capital costs.

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Item # 9G

July 13, 2012

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

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

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH COUNTY FAIR BOARD FOR SPECIAL 2012 COUNTY FAIR METROLINK TRAIN SERVICE

RECOMMENDATION:

- Approve and authorize the Executive Director to sign a Memorandum of Understanding with the County Fair Board to operate special, Saturday-only Metrolink train service to the County Fair August 4 and 11, 2012.

DISCUSSION:

Beginning in August 1993, VCTC has worked each year with the County Fair Board to provide special Metrolink train service to the Ventura County Fair with stops in Chatsworth, Simi Valley, Moorpark, Camarillo, Oxnard and the Fairgrounds Station. The special train operation consists of three round-trips each Saturday. The service helps reduce traffic and parking congestion at the Fairgrounds, and also, provides an opportunity for VCTC and Metrolink to “market” the trains to people who might then use Metrolink on a regular basis.

By working with VCTC, the Fair Board gets a discounted price for the charter train service. The Fair Board handles the train ticket sales and any operating cost not covered by the ticket revenue is paid by the Fair Board. The special trains originally operated both Saturdays and Sundays but the majority of the riders used the trains on Saturday, and last year, the Fair Board reduced the service to Saturdays only. About 2,000 people took the trains on the two Saturdays in 2011, split about evenly between the two Saturdays.

VCTC will send out press releases for the special trains and will work with the Fair Board staff to arrange for advance ticket sales at Camarillo, Moorpark and Simi Valley city halls. VCTC staff will also coordinate the volunteers from the Santa Clara River Valley Railroad Historical Society (SCRVRHS) who serve as honorary conductors on the trains, and arrange for meal vouchers and a donation to SCRVRHS for their service. Metrolink Field Representatives will be at the stations on the days of travel to assist passengers and also discuss the advantages of Metrolink trains for weekday commutes.

Funding from the Fair Board has been included in the Fiscal Year 2012/2013 VCTC budget.

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**MEMORANDUM OF UNDERSTANDING BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
THE VENTURA COUNTY FAIR BOARD**

This agreement is made and entered into this 13th day of July, 2012 by and between the VENTURA COUNTY TRANSPORTATION COMMISSION (hereinafter referred to as "VCTC") and VENTURA COUNTY FAIR BOARD (hereinafter referred to as "FAIR BOARD").

WHEREAS, the Ventura County Fair is held annually during August at the County Fairgrounds adjacent to the downtown Ventura Train Station; and,

WHEREAS, the FAIR BOARD desires to operate special, Saturday-only Metrolink train to the 2012 County Fair on August 4 and 11 to mitigate traffic congestion and alleviate parking problems in the vicinity of the Fairgrounds; and,

WHEREAS, VCTC is one of five agencies which operates Metrolink commuter rail service on weekdays and joins the FAIR BOARD in desiring to improve air quality and reduce congestion by providing a viable alternative to private automobile travel to the Fair on weekends; and

WHEREAS, VCTC wishes to use this opportunity to market Metrolink train service to passengers who might then ride the train during its' usual weekday operation.

NOW THEREFORE, it is mutually agreed by and between the parties that special, weekend Metrolink train service will be operated as follows:

1. The FAIR BOARD will fully reimburse VCTC for the cost of train operations for the special Saturday service.
2. The FAIR BOARD will provide VCTC with complimentary admission and train ride tickets for volunteers assisting with the special service on the trains and at the stations.
3. VCTC will work with the FAIR BOARD and Metrolink to arrange the operating schedule and service details, including the deployment of Metrolink field representatives at Chatsworth, Simi Valley, Moorpark, Camarillo and Oxnard stations on the two Saturdays of service.
4. VCTC will work with the FAIR BOARD to arrange advance ticket sales for the train trips at the Camarillo, Moorpark and Simi Valley city halls as requested by the Fair Board staff.
5. VCTC will collect advance ticket sale revenues as requested by the Fair Board staff and forward the money to the FAIR BOARD to offset operating costs.
6. VCTC will work with Metrolink to send press releases about the train service to the Daily News and the Ventura County Star newspapers.
7. VCTC will arrange for volunteers from the Santa Clara River Valley Railroad Historical Society (SCRVRHS) to assist the Metrolink crews during the operations, and will provide the volunteers coupons for meals while on duty and also make a donation to the SCRVRHS for their services.

IN WITNESS WHEREOF, the authorized parties have signed below:

VCTC

VENTURA COUNTY FAIR BOARD

By: _____
Darren Kettle, Executive Director

By: _____
Barbara Quaid, Chief Executive Officer

VENTURA COUNTY FAIR 2012
SPECIAL METROLINK TRAIN SERVICE - SATURDAYS ONLY
Service to the Ventura County Fair and San Buenaventura Beach
AUGUST 4th and 11th

WESTBOUND (Going To Fair)

Train #	# 1	# 2	# 3
<u>Leaves</u> Chatsworth	9:00 am	11:30 am	1:30 pm
Simi Valley	9:15 am	11:47 am	1:45 pm
Moorpark	9:29 am	12:03 pm	1:59 pm
Camarillo	9:41 am	12:20 pm	2:13 pm
Oxnard	* 9:53 am	*12:35 pm	*2:31 pm
Arrives Fairgrounds	10:20am	12:55 pm	3:00 pm

EASTBOUND (Leaving Fair)

Train #	# 4	# 5	# 6
<u>LEAVES FAIRGROUNDS</u>	3:30 pm	6:30 pm	10:30pm
Arrives Oxnard	3:45 pm**	6:45 pm**	10:45pm**
Camarillo	3:56 pm**	7:01 pm**	11:01pm**
Moorpark	4:07 pm**	7:13 pm**	11:13pm**
Simi Valley	4:22 pm**	7:29 pm**	11:29pm**
Chatsworth	4:40 pm	7:55 pm	11:50 pm

NOTE: SCHEDULES ARE SUBJECT TO CHANGE -- PLEASE ARRIVE AT STATIONS AT LEAST 15 MINUTES AHEAD OF DEPARTURE TIME. *THESE TRAINS CAN DEPART UP TO TEN MINUTES AHEAD OF SCHEDULE ** PASSENGER UNLOADING ONLY

Tickets may be purchased in advance by mail order from Seaside Park – contact the Fair at (805)648-3376 for more information. Tickets may also be purchased at the train stations on the day of travel forty-five minutes ahead of train departures.

CHILDREN FIVE YEARS AND UNDER & METROLINK MONTHLY PASS HOLDERS RIDE FREE!

TICKET PRICES	One Way	Round Trip
Chatsworth.....	\$7.00.....	\$14.00
Simi Valley.....	\$6.00.....	\$12.00
Moorpark.....	\$6.00.....	\$12.00
Camarillo.....	\$5.00.....	\$10.00
Oxnard.....	\$5.00.....	\$10.00



Item #10

July 13, 2012

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION
FROM: PETER DE HAAN, PROGRAMMING DIRECTOR
SUBJECT: VENTURA COUNTY COORDINATED PUBLIC TRANSIT/ HUMAN SERVICES TRANSPORTATION PLAN 2012 REVISION

RECOMMENDATION:

- Approve updated Coordinated Public Transit / Human Services Transportation Plan 2012 Revision.
- Direct staff to distribute the Plan Revision to all agencies involved with paratransit services in Ventura County, and encourage them to also adopt the recommended actions.
- Direct staff to consider the recommendations regarding these programs as the application and guidelines are developed for the next call for projects.

BACKGROUND:

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), governs recipients of Federal Transit Administration (FTA) assistance under Sections 5310 (Elderly and Disabled capital funds), 5316 (JARC- or Job Access Reverse Commute for low income passengers and reverse-direction commute services), and 5317 (New Freedoms Initiative for disabled transit services) of the law.

To receive funds, potential grantees must comply with all federal coordinated planning requirements. SAFETEA-LU stipulates that projects selected for funding under these programs must be derived from a locally coordinated, public transit-human services transportation plan, or Coordinated Plan. Under federal guidelines, Coordinated Plans are to be revised/updated every four years in non-attainment areas. At the October, 2011 meeting, the Commission authorized release of a Request for Proposals to update the Plan. Staff selected AMMA Transit Planning to prepare the update.

DISCUSSION:

The consultant has completed the plan update, of which the Executive Summary is provided as a separate attachment. The complete plan is available upon request and will be posted on the VCTC website.

The purpose of the plan update was to augment the original plan adopted in 2007 and document changes that have occurred since that time. Information was gathered through the following methods:

- Convening of a Steering Committee consisting of representatives from public transit providers and social service organizations
- Participation in community meetings at various locations
- Compilation of existing resource information, including the County's public transportation services and the recent years' recipients of the JARC and New Freedom funds
- Compilation of new census information regarding older persons, persons with disabilities, and persons of low income
- Review of the results of the annual Ventura County Unmet Transit Needs Process
- Outreach to interested agencies and individual stakeholders through a countywide survey effort and selected agency interviews
- Coordination with 2-1-1- Ventura County for a transportation survey of its callers.

Based on the information gathered, the Coordinated Plan makes recommendations for funding priorities for the FTA JARC, New Freedom and Elderly & Disabled Programs, and also provides some direction for future VCTC program oversight.

The recommended program priorities fall under the following three overall categories:

1. Regional and inter-city travel
2. Transit capacity building
3. Individualized transit information and assistance.

In relation to VCTC's administration of the JARC and New Freedom program, changes are proposed for the purposes of:

- Promoting coordination between public transit operators and human service organizations
- Simplifying grant processes for both applicant organizations and for VCTC
- Tightening the connection between identified needs of the target populations and funded projects
- Enabling VCTC to report on project outcomes, documenting project successes and impacts.

Staff recommends the Commission approve the updated VCTC Coordinated Plan, and also approve distribution to the involved agencies.



Item #11

July 13, 2012

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: PETER DE HAAN, PROGRAMMING DIRECTOR

SUBJECT: PROPOSED LOAN OF SURFACE TRANSPORTATION PROGRAM (STP) PROGRAMMING CAPACITY TO ORANGE COUNTY TRANSPORTATION AUTHORITY / PROGRAMMING REVISIONS TO AVOID POTENTIAL RESCISSION OR LAPSE

RECOMMENDATION:

- Authorize staff to approve a loan of up to \$12 million of Surface Transportation Program (STP) program capacity to the Orange County Transportation Commission (OCTA), to be repaid by December 31, 2012.
- Authorize staff, to the extent necessary to prevent an apportionment lapse should the OCTA loan not occur, to switch ready-to-go Congestion Mitigation and Air Quality (CMAQ) projects to STP.

BACKGROUND:

The Federal transportation authorizing legislation, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) which has currently been extended through June 30, 2012, authorizes various Federal transportation programs including the Surface Transportation Program (STP) and the Congestion Mitigation and Air Quality (CMAQ) program. VCTC is responsible for selecting Ventura County projects to be funded under these programs, and it designates the selected projects by submitting them to the Southern California Association of Governments for inclusion in the Federal Transportation Improvement Program (FTIP). SAFETEA-LU stipulates that VCTC can include in the FTIP sufficient projects to use all of the County's apportionment of authorized federal funds, so this apportionment effectively becomes VCTC's program capacity.

Last summer VCTC loaned \$5,358,380 of its CMAQ program capacity for two years to the San Diego Association of Governments. Besides helping San Diego expedite one of its projects, this loan allowed VCTC to avoid a rescission of approximately \$2.7 million of CMAQ capacity that would have been lost but will now become available for projects when the loan is repaid in FY 2012/13.

DISCUSSION:

VCTC has now been approached by the OCTA which is interested in borrowing up to \$12 in STP program capacity to help expedite a project in Orange County. OCTA would be able to repay this loan by December, 31, 2012, so the loan would be of very short duration. Due to project delays, VCTC currently anticipates having a STP apportionment balance of \$25.5 million as of September 30th, so the balance is more than ample to provide the assistance that OCTA has requested. VCTC will require a large share of this balance for projects approved in the recent Mini-Call for Projects and scheduled for FY 2012/13, so the OCTA repayment in FY 2012/13 will ensure that the apportionment is available when needed.

The STP apportionment balance still contains \$6,325,122 that is scheduled to lapse if not obligated by November 1st. Due to project delays there is a significant possibility that the delayed projects will still not be able to obligate the minimum required amount. In approving the Mini-Call for Projects VCTC also approved a shelf-list of STP and CMAQ projects that could be used to quickly obligate funds if necessary to avoid a loss of programming capacity or funding. It does not appear that the projects on the STP shelf list (attached) would be able to obligate funds earlier than the projects that are currently delayed. Since the proposed loan to OCTA would remove the "old" apportionment from VCTC's balance, replacing it in a few months with "new" apportionment, the loan to OCTA could ensure that there is no STP apportionment lapse, with the full unused apportionment from FY 2011/12 carrying over to FY 2012/13. Even with the proposed loan, sufficient apportionment would remain in the Ventura County balance so that the delayed projects could be implemented whenever they are ready.

As with the previous loan to San Diego County, the repayment of the Orange County loan would be contingent upon continuation of the federal transportation program, with the loan repayment being the first priority assuming federal funding continues. Given the recent passage of the new federal transportation authorization, Moving Ahead for Progress in the 21st Century, or MAP-21, repayment of the loan is virtually guaranteed. The consummation of the loan would be contingent upon OCTA successfully obligating the funds by September 30th.

Consideration should also be given to a possible alternative plan to obligate the minimum required amount of STP funds should the OCTA loan not go forward and the local projects continue to be delayed past November 1st. One possible option would be to obligate the STP funds using ready-to-go CMAQ projects, since most CMAQ projects are also eligible for STP. However, it is generally preferred to fund CMAQ-eligible projects with CMAQ, since those funds are less flexible. Fortunately, Ventura County is currently on track to draw down the CMAQ balance to \$0 by September 30th, and there is no apportionment scheduled to lapse. The staff recommendation therefore proposes that if necessary to avoid a loss of STP apportionment, staff be given the discretion to switch some CMAQ projects to STP.

This recommendation was reviewed and approved by the Transportation Technical Advisory Committee at its June 21st meeting, and was reviewed by the Transit Operators Committee meeting at its July 12th meeting. By approving the recommended actions, the commission can with minimal risk assist our neighbors to the south and ensure there is no lapse of programming capacity.

STP

	PROJECT NAME/DESCRIPTION	AGENCY	FEDERAL FUNDS REQUESTED
1	Del Norte Resurfacing	Oxnard	\$ 2,688,479
2	Fifth St Resurfacing	Oxnard	\$ 1,062,360
3	Fleet Maintenance Facility Canopy	Thousand Oaks	\$ 300,000

CMAQ

	PROJECT NAME/DESCRIPTION	AGENCY	FEDERAL FUNDS REQUESTED
1	Victoria Ave Corridor Transit Service 3rd Year	Gold Coast	\$ 712,667
2	Four Paratransit Vans	Simi Valley	\$ 354,120
3	Transportation Center Improvements	Thousand Oaks	\$ 600,000
4	CNG Fuel Station at Transportation Center	Thousand Oaks	\$ 800,000
5	Shoreside Power System	Oxnard Harbor District	\$ 6,060,367

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Item #12

July 13, 2012

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: VICTOR KAMHI, BUS TRANSIT DIRECTOR

SUBJECT: PUBLIC HEARING REGARDING POSSIBLE TRANSFER FEE FROM THE SANTA BARBARA METROPOLITAN TRANSIT DISTRICT SERVICE TO THE VISTA COASTAL EXPRESS

RECOMMENDATION:

- Open the Public Hearing and receive any comments regarding a possible transfer fee for trips from the Santa Barbara Metropolitan Transit District Service to the Vista Coastal Express.
- Extend the Public Hearing until the September 7, 2012 meeting of the VCTC.

BACKGROUND:

VCTC staff had begun the Federal Transit Administration (FTA) Title VI process required prior to any VISTA fare changes including transfers. Staff was unable to complete the survey and demographic analysis due to the diversion of resources to address a change in service contractors.

The analysis of the riders' survey and demographic data will be complete and presented at the September 7th VCTC meeting, at which time the Commission will need to reopen the public hearing, receive any additional comments, and act on the staff recommendations presented at that meeting.

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Item # 13

July 13, 2012

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION/AIRPORT LAND USE COMMISSION

FROM: STEVE DEGEORGE, PLANNING & TECHNOLOGY DIRECTOR

SUBJECT: AIRPORT LAND USE PLAN CONSISTENCY REVIEW, CAMPUS PARK, OXNARD

RECOMMENDATION:

- The Airport Land Use Commission find that the proposed Campus Park project from the City of Oxnard to be inconsistent with the Airport Comprehensive Land Use Plan for Ventura County.
- The Ventura County Airport Land Use Commission authorizes the Executive Director to transmit the Commission's findings and support for the County of Ventura, Department of Airports' recommendations to the City of Oxnard.

BACKGROUND:

The Airport Land Use Commission (ALUC) is responsible for the preparation and monitoring of an Airport Comprehensive Land Use Plan (CLUP) which identifies appropriate land uses around the County's airports. In July of 2000, the Airport Land Use Commission adopted the current Airport Comprehensive Land Use Plan against which proposed projects are reviewed for consistency.

DISCUSSION:

The ALUC has received an application for a CLUP consistency review from the City of Oxnard for its proposed Campus Park project. The proposed project is located at the site previously occupied by Oxnard High School and is bounded by 5th Street on the south, K Street on the west, 2nd Street on the north, and H Street on the east but excludes the existing Oxnard High School maintenance yard. The proposed project location is shown in Figure 1 below.



Figure 1 Project Location

The proposed project consists of two (2) baseball fields with two (2) soccer field overlays, two (2) stand-alone soccer fields, one (1) football/soccer field, two (2) basketball courts, one (1) skate park, two (2) snack bars, restrooms, maintenance buildings, a tot lot and associated parking areas as shown in Figure 2 below.

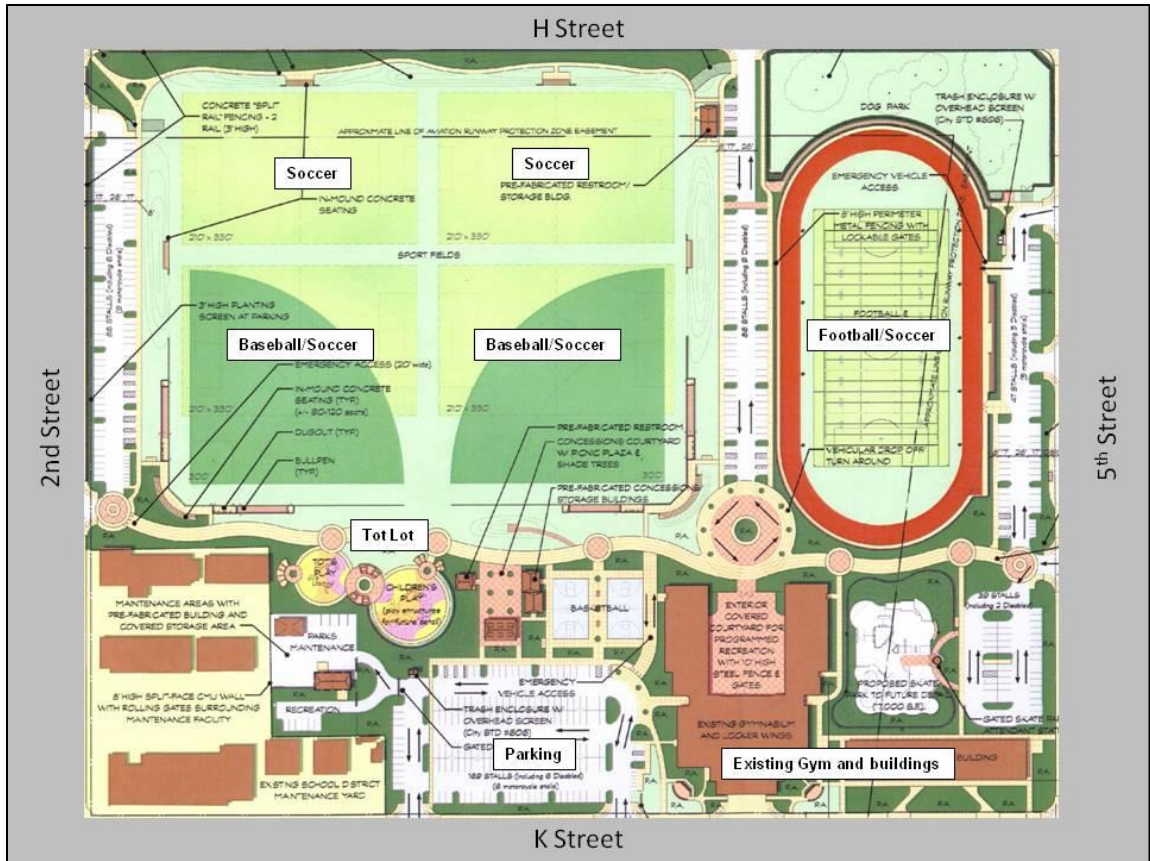


Figure 2 Project Land Uses

It is important to note that the adopted CLUP is in need of updating and does not reflect the current, more restrictive, safety zone configuration at Oxnard Airport. The ALUC staff has based the recommended Commission action on the adopted CLUP safety zone configuration. The proposed project lies under the approach for Oxnard Airport approximately 1,776 feet east of the end of Runway 7/25 and the centerline of the runway passes directly through the site. Below, Figure 3 illustrates the relationship between the safety zones in the adopted CLUP and the proposed project. Approximately 1/5 of the proposed project lies within the Runway Protection Zone (RPZ) shown within the red boundaries including the parking area and a portion of the gymnasium. Nearly half of the project lies within the Outer Protection Zone (OSZ) to the left of the yellow line including the athletic fields, the tot lot, the basketball courts, a portion of the gymnasium and the concession area. Within the Traffic Pattern Zone (TPZ) below the black dashed line, is the remainder of the gymnasium, skate-park and existing buildings.

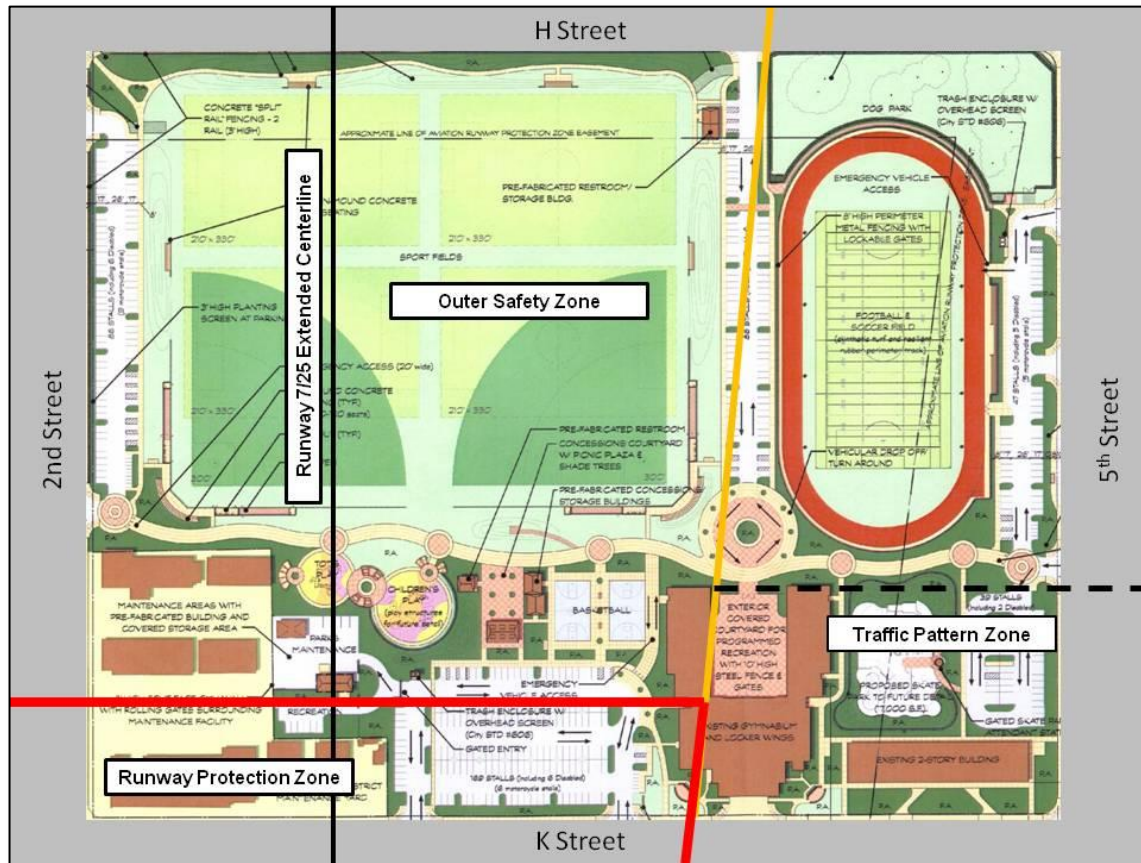


Figure 3 Safety Zones

Table 6B in the Adopted CLUP shown below, states that Recreational Uses including Parks and Outdoor Sports Arenas as well as Public/Institutional land uses such as auditoriums or schools are unacceptable land uses within the Runway Protection Zone. Automobile Parking is conditionally acceptable provided that the Federal Aviation Administration (FAA) has approved it and found it not to constitute a hazard to air navigation.

Table 6B further states that Recreational uses such as Outdoor Sport Arenas and Public/Institutional land uses such as auditoriums or schools are unacceptable land uses within the Outer Safety Zone and the Traffic Pattern Zone. The project includes a gymnasium which falls into three separate zones where it is considered an inconsistent land use.

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

The City of Oxnard also submitted the proposed project to the Federal Aviation Administration (FAA) and the County of Ventura Department of Airports for review and comment letters from both agencies can be found in Attachment A to this item for the Commission's review. The FAA in two letters to the City of Oxnard, objected to the proposed project and found that much of the project fell within the Runway Protection Zone and was contrary to the FAA's design criterion for objects being in the Controlled Activity Zone.

Similarly, the Department of Airports found that the proposed project was inconsistent with the CLUP and made several recommendations in the event that the City of Oxnard overrules the ALUC findings. The Department of Airports' correspondence and recommendations can be found in their response letter to the City of Oxnard also found in Attachment A to this item. Staff strongly supports the recommendations made by the Department of Airports and recommends that the ALUC include support for those recommendations in its own findings.

Staff is recommending that the Airport Land Use Commission find that the City of Oxnard's proposed Campus Park project is inconsistent with the Airport Comprehensive Land Use Plan for Ventura County and authorize the Executive Director to transmit the Commission's findings including support for the recommendation made by the County of Ventura Department of Airports to the City of Oxnard.

Attachment A

TODD McNAMEE

File



U.S. Department of Transportation
Federal Aviation Administration

Western-Pacific Region
Los Angeles Airports District Office

P.O. Box 92007
Los Angeles, CA 90009

March 1, 2011

Mr. Michael Henderson
City of Oxnard
General Services Department
300 West Third Street, 2nd Floor
Oxnard, CA 93030

Received
MAR 04 2011
Dept. of Airports

Oxnard Airport
Proposed Campus Park Development
Airspace Case No's. 2011-AWP-325 through 345-OE

Dear Mr. Henderson:

The Federal Aviation Administration (FAA) Airports Division has completed an Obstruction Evaluation (OE) airspace study based upon a submittal made by you, on behalf of the City of Oxnard, on FAA Form 7460-1, *Notice of Proposed Construction or Alteration*. The submittal proposes the construction of a development known as "Campus Park" which includes the construction of a new football/multipurpose field, 4 soccer fields, 2 baseball fields, 2 basketball courts, a running track along with ancillary facilities such as restroom buildings, parking lots, dugouts, bleacher seating for public viewing, bullpen seating for teams, several lighting poles, a meandering walking track, fitness equipment area and landscaping to include trees. The location of this facility is directly east of the property boundary of Oxnard Airport starting at K Street. The property is also bound by 2nd Street to the north, H Street on the eastern boundary and 5th Street to the south. The entire parcel lies directly under the approach to Runway 25 of the Oxnard Airport. The K Street property line for the development is approximately 1768' from the centerline of Runway 25's threshold. The midfield area of the soccer and baseball fields lies approximately 2474' from the runway centerline threshold.

Nearly the entire development will lie within the Runway Protection Zone (RPZ) as depicted on your submitted "Preliminary Site Plan", **Enclosure (1)** and will traverse through the Object Free Area (OFA) and Central Portion of the Runway Protection Zone (RPZ) of Runway 07/25, **Enclosure (2)**, and **Figure 2-3**. In accordance with FAA Advisory Circular (AC) *Airport Design*, 150/5300-13, Change 11, the function of the RPZ is to enhance the protection of people and property on the ground. This is done through airport owner control of the RPZ in order to clear the area of incompatible objects and activities. The RPZ is trapezoidal in shape and begins 200 feet beyond the end of the areas usable for takeoff and landing. The RPZ is comprised of 2 components, the "Central Portion of the RPZ", which is equal to the width of the Runway Object Free Area (ROFA), and the "Controlled Activity Area". This airspace case review is therefore divided into two sections. One section evaluates the proposal's effect on the "Central Portion Area RPZ" and the other section

evaluates the proposal's effect on the RPZ "Controlled Activity Area". Please note that a copy of AC can be found at <http://www.faa.gov/airports%5Fairtraffic/airports/resources/advisory%5Fcirculars/>. Use keyword of "Airport Design" and open the complete document with changes 1 through 11.

SECTION ONE

Central Portion of the RPZ: The Central Portion of the RPZ combined with the Object Free Area is defined as that rectangular area which is centered 2500 feet long by 800 feet wide starting 200' East of the existing runway end of Runway 25, on extended centerline as in accordance with AC 150/5300-13, Changes 8 and 11, Paragraphs 212 and 307 and Figure 2-3. I have highlighted the location of this boundary on your site plan.

Per AC 150/5300-13, Change 11 Paragraph 212.a. (2)(a) **Land Use**, "While it is desirable to clear all objects from the RPZ, some uses are permitted, provided they do not attract wildlife, are outside of the Runway OFA, and do not interfere with navigational aids. Automobile parking facilities, although discouraged, may be permitted, provided the parking facilities and any associated appurtenances, in addition to meeting all of the preceding conditions, are located outside of the central portion of the RPZ" as depicted in Figure 2-3 (Enclosure (2)) and Enclosure 3.

Further clarification on clearing requirements is found within Paragraph 307. "Except where precluded by other clearing standards, it is acceptable to place objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes and to taxi and hold aircraft in the OFA. *Objects non-essential for air navigation or aircraft ground maneuvering purposes are not to be placed in the OFA.* Extension of the OFA beyond the standard length to the maximum extent feasible is encouraged."

Based upon the information submitted by the city, our airspace review indicates that the proposed project site will intersect Runway 25's RPZ Runway Object Free Area (ROFA) at approximately 1768' due East of Runway 25's runway end on centerline and will extend to approximately 2474' due east of Runway 07/25's extended centerline, encompassing the entire width. Our analysis has determined that the proposal is not acceptable from an airport design standard application/determination. The FAA Airports Division therefore objects to the proposal and the proposed activity because the project traverses/intersects through the entire 800' wide Runway Object Free Area/Central Portion of the RPZ of Runway 07/25. Several specified proposed activities are contrary to the protection of people and property on the ground due to their high concentration of people. The project introduces several solid objects such as buildings, light poles, backstops and trees that due to their presence create objects to aircraft that maybe in distress on approach or departure from Runway 07/25.

The following cases apply: 2011-AWP-333, 334, 335, 336 (central and north wings of gymnasium, 337, 338, 339,340, 341, 342, 343, 344- OE

SECTION TWO

RPZ Controlled Activity Area: "The controlled activity area is the portion of the RPZ beyond and to the sides of the Runway OFA," as in accordance with AC 150/5300-13, Change 8, Paragraph 212 a. (1)(b) and Figure 2-3." Further clarification of runway design rationale for clearance criteria within RPZ's is also found within Appendix 8, paragraph 8.

Based upon the information submitted, the airspace study reviewed and applied our guideline criterion cited above. The final analysis has determined that the proposal is not acceptable from an airspace determination. The FAA Airports Division objects to the proposal because the proposal is contrary to our design criterion for objects being in the controlled activity area of the RPZ. The following cases apply: 2011-AWP-325, 326, 327, 328, 336 (south wing of gymnasium), and 345- OE. Our guideline development criterion recommends that clear zones be kept free of structures and any development which would create a place of public assembly. The south wing of the gymnasium, oval running track and the multipurpose/football field fence features, in conjunction with low flying aircraft on approach or departure off Runway 07/25 at Oxnard Airport conflict with design standard recommendations and are not considered an acceptable compatible land use in the proposed location.

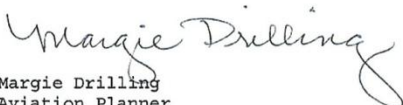
The property under the approach and departure is acreage the county should be considering for purchase and could utilize Airport Improvement Program (AIP) funding to assist in this accomplishment. Placement of this project within the RPZ is not practical, as this does not provide an enhancement to the protection of people and property on the ground. It is more desirable to clear the entire RPZ of all aboveground objects. FAA criterion is provided within Enclosure 3.

The following case numbers however we do not object to as they lie outside the RPZ: 2011-AWP-329, 330, 331 and 332- OE.

This determination concerns the effect of the proposed development on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of its compliance responsibilities relating to its obligations under airport grant assurances 20 (Hazard Removal and Mitigation) and 21 (Compatible Land Use) nor any law, ordinance, or regulation of any Federal, State, or local government body.

The study did not include any environmental review to determine whether the proposed development is environmentally acceptable. This determination does not indicate FAA approval or disapproval of the physical development involved in the proposal. FAA studies existing and proposed objects and activities, both off and on public-use airports, with respect to their effect upon the safe and efficient use of the airports and safety of persons and property on the ground. These objects need not be obstructions to air navigation, as defined in 14 CFR Part 77. As a result of a study, the FAA may issue an advisory recommendation in opposition to the presence of any off-airport object or activity in the vicinity of a public-use airport that conflicts with an airport planning or design standard or recommendation. If you have any questions I may be contacted at (310) 725-3628.

Sincerely,


Margie Drilling
Aviation Planner

cc: Mr. Todd McNamee, AAE
Director of Airports
County of Ventura
555 Airport Way,
Camarillo, CA 93010

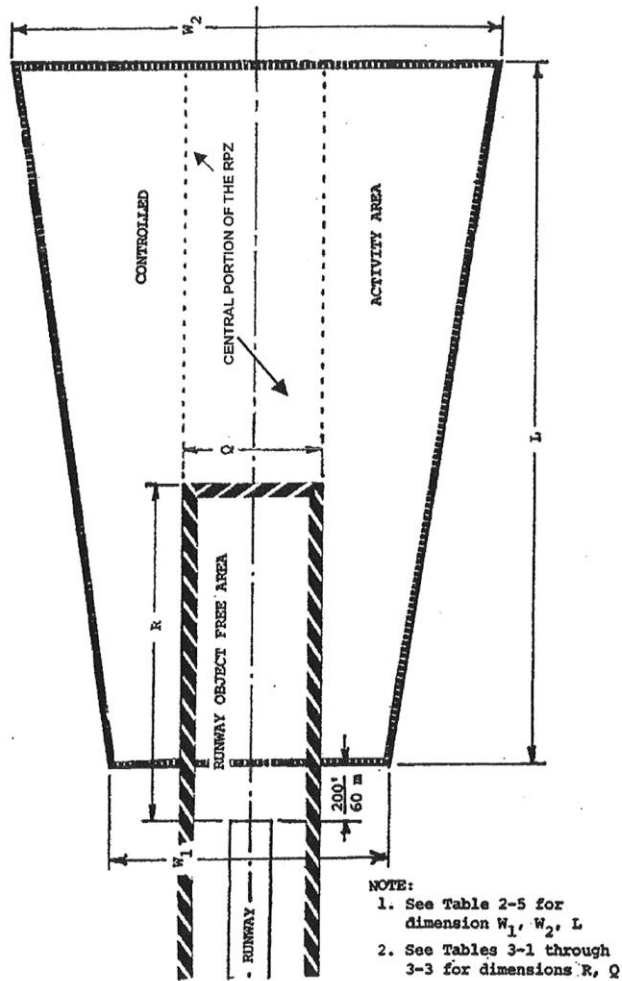


Figure 2-3. Runway protection zone

b. Recommendations. Other objects that are desirable to clear, if practicable, are objects that do not have a substantial adverse effect on the airport but, if removed, will enhance operations. These include objects in the controlled activity area and obstructions to air navigation that are not covered in paragraph 211.a, especially those penetrating an approach surface. On a paved runway, the approach surface starts 200 feet (61 m) beyond the area usable for takeoff or landing, whichever is more demanding. On an unpaved runway, the approach surface starts at the end of the area usable for takeoff or landing.

212. RUNWAY PROTECTION ZONE (RPZ). The RPZ's function is to enhance the protection of people and property on the ground. This is achieved through airport owner control over RPZs. Such control includes clearing RPZ areas (and maintaining them clear) of incompatible objects and activities. Control is preferably exercised through the acquisition of sufficient property interest in the RPZ.

a. Standards.

(1) RPZ Configuration/Location. The RPZ is trapezoidal in shape and centered about the extended runway centerline. The central portion and controlled activity area are the two components of the RPZ (see Figure 2-3). The RPZ dimension for a particular runway end is a function of the type of aircraft and approach visibility minimum associated with that runway end. Table 2-4 provides standard dimensions for RPZs. Other than with a special application of declared distances, the RPZ begins 200 feet (60 m) beyond the end of the area usable for takeoff or landing. With a special application of declared distances, see Appendix 14, separate approach and departure RPZs are required for each runway end.

(a) The Central Portion of the RPZ. The central portion of the RPZ extends from the beginning to the end of the RPZ, centered on the runway centerline. Its width is equal to the width of the runway OFA (see Figure 2-3). Paragraph 307 contains the dimensional standards for the OFA.

(b) The Controlled Activity Area. The controlled activity area is the portion of the RPZ to the sides of the central portion of the RPZ.

(2) Land Use. In addition to the criteria specified in paragraph 211, the following land use criteria apply within the RPZ:

(a) While it is desirable to clear all objects from the RPZ, some uses are permitted, provided they do not attract wildlife (see paragraph 202.g., *Wildlife Hazards*, and Appendix 17 for dimensional standards), are outside of the Runway OFA, and do not interfere with navigational aids. Automobile parking facilities, although discouraged, may be permitted, provided the parking facilities and any associated appurtenances, in addition to meeting all of the preceding conditions, are located outside of the central portion of the RPZ. Fuel storage facilities may not be located in the RPZ.

(b) Land uses prohibited from the RPZ are residences and places of public assembly. (Churches, schools, hospitals, office buildings, shopping centers, and other uses with similar concentrations of persons typify places of public assembly.) Fuel storage facilities may not be located in the RPZ.

b. Recommendations. Where it is determined to be impracticable for the airport owner to acquire and plan the land uses within the entire RPZ, the RPZ land use standards have recommendation status for that portion of the RPZ not controlled by the airport owner.

c. FAA Studies of Objects and Activities in the Vicinity of Airports. The FAA policy is to protect the public investment in the national airport system. To implement this policy, the FAA studies existing and proposed objects and activities, both off and on public-use airports, with respect to their effect upon the safe and efficient use of the airports and safety of persons and property on the ground. These objects need not be obstructions to air navigation, as defined in 14 CFR Part 77. As the result of a study, the FAA may issue an advisory recommendation in opposition to the presence of any off-airport object or activity in the vicinity of a public-use airport that conflicts with an airport planning or design standard or recommendation.

213. to 299. RESERVED

distance "Y" from runway centerline, and then slopes 6 (horizontal) to 1 (vertical) out to a height of 150 feet (45 m) above the established airport elevation.

- 1) In U.S. customary units,

$$H_{\text{feet}} = 53 - 0.13(S_{\text{feet}}) - 0.0022(E_{\text{feet}}) \text{ and distance}$$

$$Y_{\text{feet}} = 440 + 1.08(S_{\text{feet}}) - 0.024(E_{\text{feet}}).$$

- 2) In SI units,

$$H_{\text{meters}} = 16 - 0.13(S_{\text{meters}}) - 0.0022(E_{\text{meters}}) \text{ and distance}$$

$$Y_{\text{meters}} = 132 + 1.08(S_{\text{meters}}) - 0.024(E_{\text{meters}}).$$

3) S is equal to the most demanding wingspan of the airplanes using the runway and E is equal to the runway threshold elevation above sea level. Beyond the distance "Y" from runway centerline the inner-transitional CAT II/III OFZ surface is identical to that for the CAT I OFZ.

d. Precision OFZ. The Precision Obstacle Free Zone (POFZ) is defined as a volume of airspace above an area beginning at the runway threshold, at the threshold elevation, and centered on the extended runway centerline, 200 feet (60m) long by 800 feet (240m) wide. See figure 3-6.

The surface is in effect only when all of the following operational conditions are met:

- (1) Vertically guided approach
- (2) Reported ceiling below 250 feet and/or visibility less than ¾ statute mile (or RVR below 4000 feet)
- (3) An aircraft on final approach within two (2) miles of the runway threshold.

When the POFZ is in effect, a wing of an aircraft holding on a taxiway waiting for runway clearance may penetrate the POFZ; however neither the fuselage nor the tail may infringe on the POFZ.

The POFZ is applicable at all runway ends including displaced thresholds.

Note: POFZ takes effect no later than January 1, 2007 for all runway ends at which it applies.

307. OBJECT FREE AREA. The runway object free area (OFA) is centered on the runway centerline. The runway OFA clearing standard requires clearing the OFA of above ground objects protruding above the runway safety area edge elevation. Except where precluded by other clearing standards, it is acceptable to place objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes and to taxi and hold aircraft in the OFA. Objects non-essential for air navigation or aircraft ground maneuvering purposes are not to be placed in the OFA. This includes parked airplanes

and agricultural operations. Tables 3-1, 3-2, and 3-3 specify the standard dimensions of the runway OFA. Extension of the OFA beyond the standard length to the maximum extent feasible is encouraged. See figure 2-3.

308. CLEARWAY STANDARDS. The clearway (See figure 3-7) is a clearly defined area connected to and extending beyond the runway end available for completion of the takeoff operation of turbine-powered airplanes. A clearway increases the allowable airplane operating takeoff weight without increasing runway length.

a. Dimensions. The clearway must be at least 500 feet (150 m) wide centered on the runway centerline. The practical limit for clearway length is 1,000 feet (300 m).

b. Clearway Plane Slope. The clearway plane slopes upward with a slope not greater than 1.25 percent.

c. Clearing. Except for threshold lights no higher than 26 inches (66 cm) and located off the runway sides, no object or terrain may protrude through the clearway plane. The area over which the clearway lies need not be suitable for stopping aircraft in the event of an aborted takeoff.

d. Control. An airport owner interested in providing a clearway should be aware of the requirement that the clearway be under its control, although not necessarily by direct ownership. The purpose of such control is to ensure that no fixed or movable object penetrates the clearway plane during a takeoff operation.

e. Notification. When a clearway is provided, the clearway length and the declared distances, as specified in appendix 14, paragraph 7, shall be provided in the Airport/Facility Directory (and in the Aeronautical Information Publication (AIP), for international airports) for each operational direction.

309. STOPWAY STANDARDS. A stopway is an area beyond the takeoff runway, centered on the extended runway centerline, and designated by the airport owner for use in decelerating an airplane during an aborted takeoff. It must be at least as wide as the runway and able to support an airplane during an aborted takeoff without causing structural damage to the airplane. Their limited use and high construction cost, when compared to a full-strength runway that is usable in both directions, makes their construction less cost effective. See figure 3-8. When a stopway is provided, the stopway length and the declared distances, as specified in appendix 14, paragraph 7, shall be provided in the Airport/Facility Directory (and in the Aeronautical Information Publication for international airports) for each operational direction.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Received
JUL 25 2011
Dept. of Airports

Western-Pacific Region
Los Angeles Airports District Office

P.O. Box 92007
Los Angeles, CA 90009

TODD McNAMEE
Campus Park
File

July 20, 2011

Mr. Michael Henderson
City of Oxnard
General Services Department
300 West Third Street, 2nd Floor
Oxnard, CA 93030

Oxnard Airport - Letter of Non-Concurrence
Proposed Campus Park Development
Basketball Court, West Parking Lot, Skate Park and Various Light Poles

Dear Mr. Henderson:

The Federal Aviation Administration (FAA) Airports Division has completed its review of several Obstruction Evaluation (OE) airspace studies based upon submittals made by your office on behalf of the City of Oxnard, on FAA Form 7460-1, *Notice of Proposed Construction or Alteration*. The submittals propose the construction of several facilities located at the old Oxnard High School site. This letter specifically addresses those directly related to the basketball court, a skate park, the west parking lot near the basketball court, light poles for the parking lot along with several others in support of the basketball court, track/football field and skate park. The construction is part of the cities new development known as "Campus Park". Several other facilities have been identified for construction including a new football/multipurpose field, soccer fields, baseball fields, and a running track. Other ancillary facilities include restroom buildings, more parking lots, dugouts, bleacher seating for public viewing, bullpen seating for teams, several lighting poles, a meandering walking track, fitness equipment area and landscaping to include trees.

The location of the subject development is directly east of the property boundary of Oxnard Airport starting at K Street. The property is also bound by 2nd Street to the north, H Street on the eastern boundary and 5th Street to the south. The entire parcel lies directly under the approach to Runway 25 of the Oxnard Airport. The K Street property line for the development is approximately 1768' from the centerline of Runway 25's threshold. The midfield area of the soccer and baseball fields lie approximately 2474' from the runway centerline threshold.

Nearly the entire development will lie within the Runway Protection Zone (RPZ) as depicted on **Enclosure (1)** and your submitted "Preliminary Site Plan", **Enclosure (2)**. It is sometimes referred to as "Clear Zones". It will traverse through what the agency design standards call the Object Free Area (OFA) which is the Central Portion of the Runway Protection Zone (RPZ) of Runway 07/25, **Enclosure (3)**, **Figure 2-3**. When aircraft are in distress; either just after take-off or on final approach to the airport, this is the

area they tend to go down in. The FAA places a high value on the protection of people on the ground. Therefore our standards reflect this intention. In accordance with FAA Advisory Circular (AC) *Airport Design*, 150/5300-13, Change 11, the function of the RPZ is to enhance the protection of people and property on the ground. This is done through airport owner control of the RPZ, if possible, in order to clear the area of incompatible objects and activities. The current design in Enclosure 1, places most of the entire park within the RPZ with several activities that have high concentrations of people. This places your design in conflict with our FAA design standards. The RPZ is trapezoidal in shape and begins 200 feet beyond the end of the areas usable for takeoff and landing. The RPZ is comprised of 2 components, the "Central Portion of the RPZ", as mentioned above, which is equal to the width of the Runway Object Free Area (ROFA), and the "Controlled Activity Area" (See Enclosure (3)). Our airspace case review is therefore divided into two sections. One section evaluates the proposal's effect on the "Central Portion Area RPZ" and the other section evaluates the proposal's effect on the RPZ "Controlled Activity Area". Please note that a copy of AC can be found at <http://www.faa.gov/airports%5Fairtraffic/airports/resources/advisory%5Fairs/ars/>. Use keyword of "Airport Design" and open the complete document with changes 1 through 11.

SECTION ONE

Central Portion of the RPZ: The Central Portion of the RPZ combined with the Object Free Area (OFA) is defined as that rectangular area which is centered 2500 feet long by 800 feet wide starting 200' East of the existing runway end of Runway 25, on extended centerline as in accordance with AC 150/5300-13, Changes 8 and 11, Paragraphs 212 and 307 (Enclosure (4) and Figure 2-3 (Enclosure (3)). I have highlighted the location of this boundary on your site plan.

Per AC 150/5300-13, Change 11 Paragraph 212.a. (2)(a) *Land Use*, "While it is desirable to clear all objects from the RPZ, some uses are permitted, provided they do not attract wildlife, are outside of the Runway OFA, and do not interfere with navigational aids. Automobile parking facilities, although discouraged, may be permitted, provided the parking facilities and any associated appurtenances, in addition to meeting all of the preceding conditions, are located outside of the central portion of the RPZ". **The west parking lot, basketball court, Skate Park and several of your lighting poles are all located within this critical area as depicted on the "Site Plan".**

Further clarification on clearing requirements is found within Paragraph 307. "Except where precluded by other clearing standards, it is acceptable to place objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes and to taxi and hold aircraft in the OFA. *Objects non-essential for air navigation or aircraft ground maneuvering purposes are not to be placed in the OFA.* Extension of the OFA beyond the standard length to the maximum extent feasible is encouraged."

Based upon the information submitted by the city, our airspace reviews indicate that the proposed project site will intersect Runway 25's RPZ Runway Object Free Area (ROFA) at approximately 1768' due East of Runway 25's runway end on centerline and will extend to approximately 2474' due east of Runway 07/25's extended centerline; encompassing the entire width. Our analysis has determined that the proposal is not acceptable when our airport design standards are applied. **The FAA Airports Division therefore objects to the**

proposal and the proposed activities because the project traverses/intersects through the entire 800' wide Runway Object Free Area/Central Portion of the RPZ of Runway 07/25. Several specified proposed activities are contrary to the protection of people and property on the ground due to their high concentration of people. The project introduces several solid objects such as buildings, light poles, backstops and trees that due to their presence create objects to aircraft that maybe in distress on approach or departure from Runway 07/25 which we find as not a compatible land use due to their close proximity in conjunction with aviation operations at Oxnard Airport.

The following OE cases apply: 2011-AWP-1673,1674,1675,2719,2722,2723,2724,2762,2763,2764,2765,2766,2767,2768,2769-OE

SECTION TWO

RPZ Controlled Activity Area: "The controlled activity area is the portion of the RPZ beyond and to the sides of the Runway Object Free Area," as in accordance with AC 150/5300-13, Change 8, Paragraph 212 a. (1)(b) and Figure 2-3." Further clarification of runway design rationale for clearance criteria within RPZ's is also found within Appendix 8, paragraph 8 (See Enclosure (5)).

Based upon the information submitted, the airspace studies were reviewed and we applied our guideline criterion cited above. The final analysis has determined that the proposal is not considered acceptable for this airspace review. **The FAA Airports Division objects to the proposal because the proposal is contrary to our design criterion for objects being in the controlled activity area of the RPZ and is not considered a compatible land use development.** Our airport design standards recommend that clear zones be kept free of structures and any development which would create a place of public assembly.

The property under the approach and departure is acreage the county should be considering for purchase and could utilize Airport Improvement Program (AIP) funding to assist in this accomplishment. Placement of this project within the RPZ is not practical, as this does not provide an enhancement to the protection of people and property on the ground. It is more desirable to clear the entire RPZ of all aboveground objects.

This determination concerns the effect of the proposed development on the safe and efficient use of navigable airspace by aircraft and does not relieve our airport sponsor, Ventura County Dept of Airports, of its compliance responsibilities relating to its obligations under airport grant assurances 20 (Hazard Removal and Mitigation) and 21 (Compatible Land Use) nor any law, ordinance, or regulation of any Federal, State, or local government body.

The studies did not include any environmental review to determine whether the proposed development is environmentally acceptable. This determination does not indicate FAA approval or disapproval of the actual physical development involved in the proposal. FAA studies existing and proposed objects and activities, both off and on public-use airports, with respect to their effect upon the safe and efficient use of the airports and the safety of persons and property on the ground. These objects need not be obstructions to air navigation, as defined in 14 CFR Part 77. As a result of any study, the FAA may issue an advisory recommendation in opposition to the presence of any off-airport object or activity in the vicinity of a public-use airport that conflicts with an airport planning or design standard or recommendation.

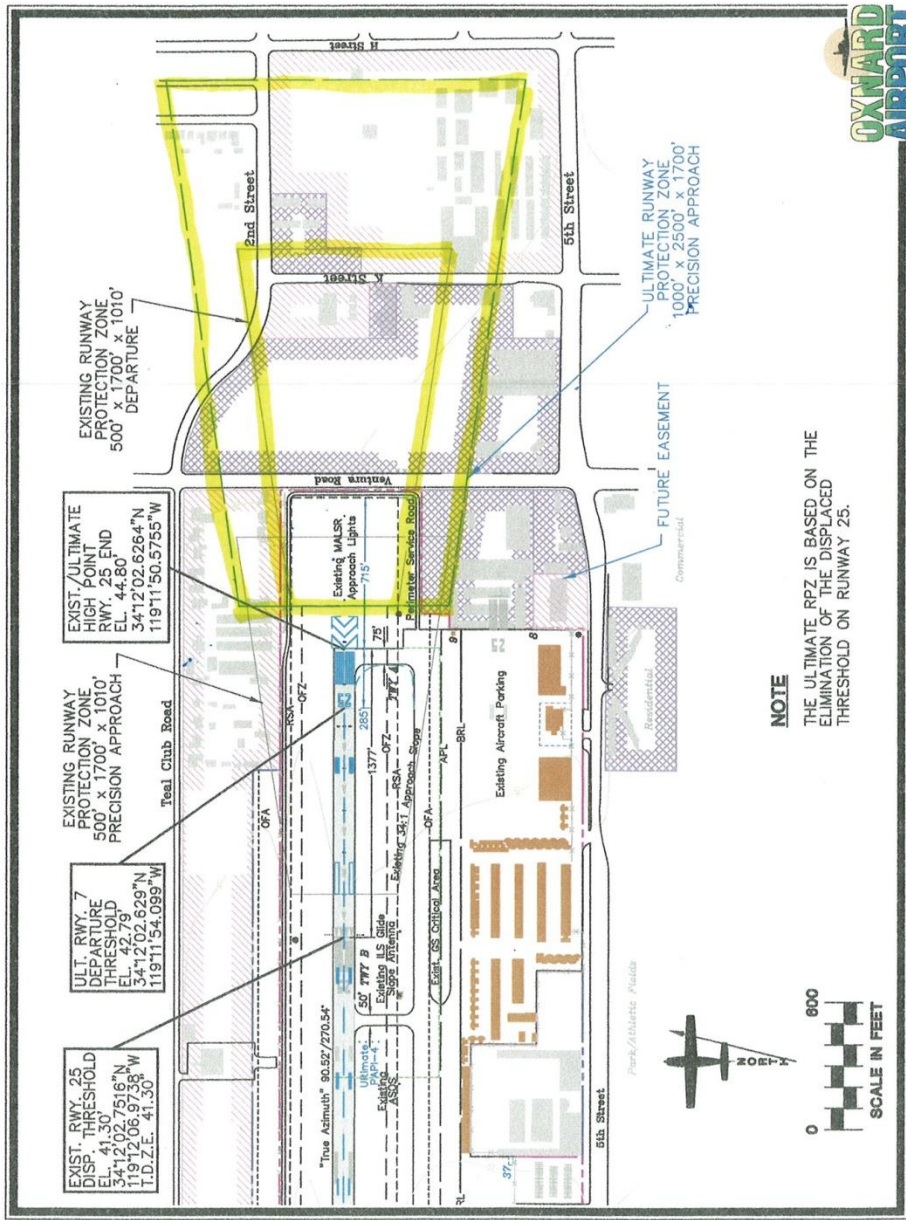
If you have any questions I may be contacted at (310) 725-3628.

Sincerely,

Original Signed By
Margie Drilling

Margie Drilling
Aviation Planner

cc: Mr. Todd McNamee, AAE
Director of Airports
County of Ventura
555 Airport Way,
Camarillo, CA 93010



OXNARD AIRPORT

**Exhibit 1
REVISED RUNWAY PROTECTION ZONES**

ENCLOSURE 1

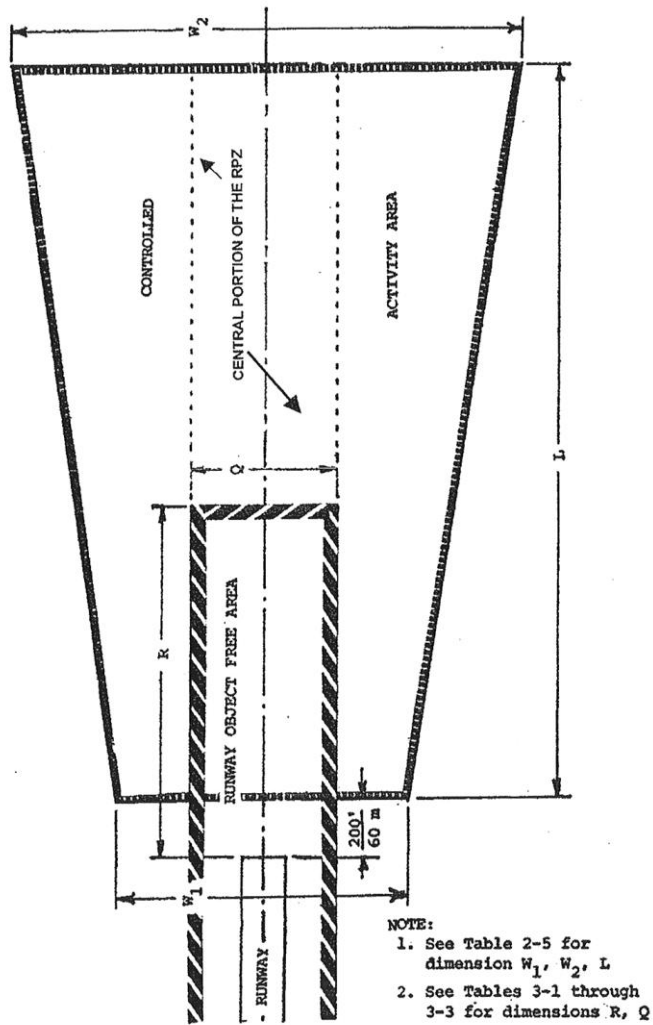


Figure 2-3. Runway protection zone

b. Recommendations. Other objects that are desirable to clear, if practicable, are objects that do not have a substantial adverse effect on the airport but, if removed, will enhance operations. These include objects in the controlled activity area and obstructions to air navigation that are not covered in paragraph 211.a, especially those penetrating an approach surface. On a paved runway, the approach surface starts 200 feet (61 m) beyond the area usable for takeoff or landing, whichever is more demanding. On an unpaved runway, the approach surface starts at the end of the area usable for takeoff or landing.

212. RUNWAY PROTECTION ZONE (RPZ). The RPZ's function is to enhance the protection of people and property on the ground. This is achieved through airport owner control over RPZs. Such control includes clearing RPZ areas (and maintaining them clear) of incompatible objects and activities. Control is preferably exercised through the acquisition of sufficient property interest in the RPZ.

a. Standards.

(1) RPZ Configuration/Location. The RPZ is trapezoidal in shape and centered about the extended runway centerline. The central portion and controlled activity area are the two components of the RPZ (see Figure 2-3). The RPZ dimension for a particular runway end is a function of the type of aircraft and approach visibility minimum associated with that runway end. Table 2-4 provides standard dimensions for RPZs. Other than with a special application of declared distances, the RPZ begins 200 feet (60 m) beyond the end of the area usable for takeoff or landing. With a special application of declared distances, see Appendix 14, separate approach and departure RPZs are required for each runway end.

(a) The Central Portion of the RPZ. The central portion of the RPZ extends from the beginning to the end of the RPZ, centered on the runway centerline. Its width is equal to the width of the runway OFA (see Figure 2-3). Paragraph 307 contains the dimensional standards for the OFA.

(b) The Controlled Activity Area. The controlled activity area is the portion of the RPZ to the sides of the central portion of the RPZ.

(2) Land Use. In addition to the criteria specified in paragraph 211, the following land use criteria apply within the RPZ:

(a) While it is desirable to clear all objects from the RPZ, some uses are permitted, provided they do not attract wildlife (see paragraph 202.g., *Wildlife Hazards*, and Appendix 17 for dimensional standards), are outside of the Runway OFA, and do not interfere with navigational aids. Automobile parking facilities, although discouraged, may be permitted, provided the parking facilities and any associated appurtenances, in addition to meeting all of the preceding conditions, are located outside of the central portion of the RPZ. Fuel storage facilities may not be located in the RPZ.

(b) Land uses prohibited from the RPZ are residences and places of public assembly. (Churches, schools, hospitals, office buildings, shopping centers, and other uses with similar concentrations of persons typify places of public assembly.) Fuel storage facilities may not be located in the RPZ.

b. Recommendations. Where it is determined to be impracticable for the airport owner to acquire and plan the land uses within the entire RPZ, the RPZ land use standards have recommendation status for that portion of the RPZ not controlled by the airport owner.

c. FAA Studies of Objects and Activities in the Vicinity of Airports. The FAA policy is to protect the public investment in the national airport system. To implement this policy, the FAA studies existing and proposed objects and activities, both off and on public-use airports, with respect to their effect upon the safe and efficient use of the airports and safety of persons and property on the ground. These objects need not be obstructions to air navigation, as defined in 14 CFR Part 77. As the result of a study, the FAA may issue an advisory recommendation in opposition to the presence of any off-airport object or activity in the vicinity of a public-use airport that conflicts with an airport planning or design standard or recommendation.

213. to 299. RESERVED

distance "Y" from runway centerline, and then slopes 6 (horizontal) to 1 (vertical) out to a height of 150 feet (45 m) above the established airport elevation.

- 1) In U.S. customary units,

$H_{feet} = 53 - 0.13(S_{feet}) - 0.0022(E_{feet})$ and distance

$Y_{feet} = 440 + 1.08(S_{feet}) - 0.024(E_{feet})$.

- 2) In SI units,

$H_{meters} = 16 - 0.13(S_{meters}) - 0.0022(E_{meters})$ and distance

$Y_{meters} = 132 + 1.08(S_{meters}) - 0.024(E_{meters})$.

3) S is equal to the most demanding wingspan of the airplanes using the runway and E is equal to the runway threshold elevation above sea level. Beyond the distance "Y" from runway centerline the inner-transitional CAT II/III OFZ surface is identical to that for the CAT I OFZ.

d. Precision OFZ. The Precision Obstacle Free Zone (POFZ) is defined as a volume of airspace above an area beginning at the runway threshold, at the threshold elevation, and centered on the extended runway centerline, 200 feet (60m) long by 800 feet (240m) wide. See figure 3-6.

The surface is in effect only when all of the following operational conditions are met:

- (1) Vertically guided approach
- (2) Reported ceiling below 250 feet and/or visibility less than $\frac{3}{4}$ statute mile (or RVR below 4000 feet)
- (3) An aircraft on final approach within two (2) miles of the runway threshold.

When the POFZ is in effect, a wing of an aircraft holding on a taxiway waiting for runway clearance may penetrate the POFZ; however neither the fuselage nor the tail may infringe on the POFZ.

The POFZ is applicable at all runway ends including displaced thresholds.

Note: POFZ takes effect no later than January 1, 2007 for all runway ends at which it applies.

307. OBJECT FREE AREA. The runway object free area (OFA) is centered on the runway centerline. The runway OFA clearing standard requires clearing the OFA of above ground objects protruding above the runway safety area edge elevation. Except where precluded by other clearing standards, it is acceptable to place objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes and to taxi and hold aircraft in the OFA. Objects non-essential for air navigation or aircraft ground maneuvering purposes are not to be placed in the OFA. This includes parked airplanes

and agricultural operations. Tables 3-1, 3-2, and 3-3 specify the standard dimensions of the runway OFA. **Extension of the OFA beyond the standard length to the maximum extent feasible is encouraged. See figure 2-3.**

308. CLEARWAY STANDARDS. The clearway (See figure 3-7) is a clearly defined area connected to and extending beyond the runway end available for completion of the takeoff operation of turbine-powered airplanes. A clearway increases the allowable airplane operating takeoff weight without increasing runway length.

a. Dimensions. The clearway must be at least 500 feet (150 m) wide centered on the runway centerline. The practical limit for clearway length is 1,000 feet (300 m).

b. Clearway Plane Slope. The clearway plane slopes upward with a slope not greater than 1.25 percent.

c. Clearing. Except for threshold lights no higher than 26 inches (66 cm) and located off the runway sides, no object or terrain may protrude through the clearway plane. The area over which the clearway lies need not be suitable for stopping aircraft in the event of an aborted takeoff.

d. Control. An airport owner interested in providing a clearway should be aware of the requirement that the clearway be under its control, although not necessarily by direct ownership. The purpose of such control is to ensure that no fixed or movable object penetrates the clearway plane during a takeoff operation.

e. Notification. When a clearway is provided, the clearway length and the declared distances, as specified in appendix 14, paragraph 7, shall be provided in the Airport/Facility Directory (and in the Aeronautical Information Publication (AIP), for international airports) for each operational direction.

309. STOPWAY STANDARDS. A stopway is an area beyond the takeoff runway, centered on the extended runway centerline, and designated by the airport owner for use in decelerating an airplane during an aborted takeoff. It must be at least as wide as the runway and able to support an airplane during an aborted takeoff without causing structural damage to the airplane. Their limited use and high construction cost, when compared to a full-strength runway that is usable in both directions, makes their construction less cost effective. See figure 3-8. When a stopway is provided, the stopway length and the declared distances, as specified in appendix 14, paragraph 7, shall be provided in the Airport/Facility Directory (and in the Aeronautical Information Publication for international airports) for each operational direction.



March 21, 2011

Michael Henderson
City of Oxnard, General Services Dept.
305 W 3rd St
Oxnard, CA 93030

Re: Comments on Campus Park Development, Oxnard, CA

Dear Mr. Henderson,

The City of Oxnard has requested review and recommendations concerning the above referenced proposal. The proposed project is the redevelopment of the old high school parcel directly under the approach to the Oxnard airport and primarily within the Runway Protection Zone (RPZ) for the airport, although some of the development does occur outside of the RPZ (please see attached site map).

The County of Ventura Department of Airports, the Ventura County Aviation Advisory Commission, and the Oxnard Airport Authority have had an opportunity to review the proposed development known as "Campus Park" and find it to be inconsistent with the Ventura County Comprehensive Land Use Plan (ACLUP), and therefore object to the proposed use. Airport staff has reviewed the proposed development and finds that the project, as proposed, is not consistent with the Airport Comprehensive Land Use Plan (ACLUP). The recreational use within the RPZ is considered an unacceptable land use per Table 6B (attached).

We appreciate that the City has taken steps to design the park in a manner that minimizes the negative impact on the airport approach, and that you have included staff in design review meetings. The proposed design does improve prior and existing uses by removing a majority of the buildings in the RPZ, and moving the track and bleachers further south away from the runway extended centerline and partially outside the RPZ. The design does, however, leave some existing buildings within the RPZ (southwest corner of development) and provides for a new parking lot, both of which are in conflict with FAA design standards.

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Should the City proceed with the Park by the City Council overriding the Airport Authority, we respectfully request that you include the following conditions as part of the approval for the development.

1. The City be required to grant to the County of Ventura an aviation easement over the parcel to include the elements of the Federal Aviation Administration's Model Aviation Easement;
2. The City provide an airport/aircraft viewing area along the exercise path for park visitors to be made aware of and enjoy the airport and aircraft overflight;
3. The City design all park lighting so as not to interfere with pilot's vision when on approach to the Oxnard airport; and
4. The City be required to file a form 7460, "Notice of Proposed Construction" with the Federal Aviation Administration (FAA) that enables the FAA to review the development for any hazards to airport/aviation operations.

The above recommendations would serve to provide the future users of the park site with a greater level of disclosure, awareness, and compatibility for airport operations. It would also assist us in achieving the goal of the Oxnard Airport Mission Statement, which is to foster cooperation with the airport's neighbors and conduct responsible flight operations.

In addition to the above comments, it is recommended that this proposed development be reviewed by the Ventura County Airport Land Use Commission for a finding with regard to the ACLUP. Additionally, Caltrans Division of Aeronautics should have an opportunity to review and comment on the proposed development prior to any action being taken by the City of Oxnard.

Thank you for the opportunity to comment on the proposed use and if you have any questions relating to this matter, please contact me at 805-388-4200.



TODD L. McNAMEE, AAE
Director of Airports

Attachments



Item #14

July 13, 2012

MEMO TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: VICTOR KAMHI, BUS TRANSIT DIRECTOR

SUBJECT: VISTA INTERCITY CONTRACT SERVICES

RECOMMENDATION

- Approve finding of need for a sole source VISTA transit contract.
- Approve an eleven (11) month sole source contract for VISTA transit service and capital with Roadrunner Shuttle beginning on July 30, 2012 and terminating on June 30, 2013.

BACKGROUND

On Tuesday, June 12, 2012, representatives from CUSA, LLC (Coach America), which operates our popular VISTA inter-community bus service informed the Commission that it intends to halt operations on or about June 30, 2012 due to bankruptcy sale of assets. On June 21, the Commission approved a action to work with CUSA to extend their service for one month at the current rate to allow the Commission to find and establish transit services with a short term provider. The Commission also authorized staff to negotiate an immediate sole source provider contract to provide VISTA replacement services and capital through June 30, 2012.

Staff identified an operator who can provide all of the VISTA intercity services for a period of eleven months, beginning operations on Monday, July 30, 2012 and ending June 30, 2013. Attached is the required sole source justification providing specific reasons why a competitive procurement is infeasible. VCTC will also have to make a finding to allow the contractor to comply with the regulations and guidance provided by the Federal Transit Administration and California laws and regulations. While a number of operators indicated an interest in providing long term (multi-year) service, only one contractor, Roadrunner Shuttle of Camarillo, indicated that they would be able to provide the VISTA intercity services without service interruption for substantially the same costs as the budgeted services.

The Roadrunner Shuttle proposal includes a cost per service hour of \$103.00, which is substantially the same as the \$102.64 (\$41.08 operating and \$61.64 capital) as the current budget amount. They have proposed a fuel surcharge if the price of diesel increases above a \$4.20/gallon base). The current cost of diesel fuel as reported by the U.S. Energy Information Administration for July 2 is \$3.875, falling from \$3.966 a month earlier. This fuel surcharge is not included in the current VISTA contract, however, VCTC has adjusted the contract up and down when the cost of fuel exceeded the overall annual adjustment in the contract.

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Roadrunner is proposing to use Gillig 41 passenger Commuter buses, originally used by SAMTRANS for commuter freeway service from San Mateo County into San Francisco. The buses have been fully reconditioned, are wheelchair lift equipped, and comply with the California Air Resources Board (CARB) requirement. The fleet will be supplemented by two larger over-the-road coaches Roadrunner has available for select high demand trips. Roadrunner is also attempting to hire as many of the current drivers and dispatchers as possible from Coach. This will provide Roadrunner and the VISTA passengers with drivers who are familiar with the routes and passengers, and minimize disruption.

SBCAG and SBMTD are working to adjust the operations of the Coastal Limited, which they are jointly funding with participation from Caltrans, to supplement the VISTA Coastal Express services. This will help to insure comparable capacity, which otherwise would be lessened due to lower seating capacity of the Roadrunner buses. VCTC has been awarded a Caltrans Jobs Access-Reverse Commute (JARC) grant, which we expect to be able to use within a few months, and will also be used to add service on the Coastal route in the next few months.

VCTC will delay the introduction of increased services and schedule modifications from the originally planned date of August 13 to a date in September to allow the new service to become established.

SOLE SOURCE JUSTIFICATION

FOR VISTA FIXED-ROUTE BUS OPERATIONS AND FULLY-MAINTAINED LEASES

Per the requirements of Federal Transit Administration (FTA) funding as contained in Circular 4220.1F, to enter into a sole-source procurement VCTC must document that a competitive procurement is infeasible for specified reasons. There are two reasons why a sole source contract is justified for fully-maintained leases and operations for the 27 buses required for VISTA fixed-route service:

1. Inadequate Availability of Competition: In the prior two VISTA fixed-route bus procurements, the number of bidders was extremely limited. In the prior procurement in 2007, the current contractor was the only bidder for all services except the university service, for which there was one other bidder. In the procurement before the 2007 procurement, there were no other bidders except for the current contractor. Since the current vendor is going out of existence, there are no other vendors from the two prior bids, with the exception of the one bidder for the university service consisting of 4 buses. Thus, there is an extremely limited market availability of buses for fully-maintained leases in Ventura County. The limitation of the market is exacerbated by the requirement that all the buses be lift equipped, and meet California Air Resources Board requirements that VCTC, as a commuter transit system, comply with stricter emissions requirements that would be required of charter buses. VCTC's subrecipients for FTA funding do own approximately 20 smaller fixed-route buses, but virtually all of these buses are required to continue operation of the subrecipients' own services and thus are unavailable for VISTA service without disrupting local bus service.

An additional limiting factor is that, as noted in its adopted Transit Investment Study, VCTC's planned course of action in the near future is to transition the VISTA services to various other transit operators. It is therefore not feasible at this time for VCTC to enter into a multi-year lease of buses, resulting in a future reduction of the availability of buses for fully-maintained leases in Ventura County, due to lack of financial justification to a vendor for the up-front investment needed to purchase buses and establish the required maintenance infrastructure. For the reasons cited herein, a sole-source procurement is justified for however many buses can be located for which supporting operations and maintenance service is also available. It should be noted that VCTC is informally contacted as many potential bus lease providers as possible to ensure that each and every feasible bus can be deployed to minimize a disruption of service.

2. Unusual and Compelling Urgency: As provided in paragraph 3i(1)c of FTA Circular 4220.1F, a sole source procurement is justified for reasons of an unusual or urgent need, provided the urgency was not due to the recipient's lack of planning. VCTC had received assurance from its current contractor that the previously-negotiated extension of the current contract would be executed, and had no conflicting information until notified on June 12, 2012 that the contractor would not extend the contract beyond July 1st, other than considering a short term extension of 30-60 days dependent on finalization of the contractor's bankruptcy sale. This impending termination of service by VCTC's contractor on such short notice will create a situation of significant harm to the approximately 1,500 daily riders who depend on the VISTA fixed-route buses for necessary access to employment, education, and other critical services. Given the estimated minimum notice of several weeks for a new bus provider to deploy buses, to avoid or minimize disruption of bus service the public exigency requires limiting competition to providers that can deploy buses within this very short time period.

At this time staff's currently total cost estimate for the VISTA operations and capital lease contracts for eleven months from August 1, 2012 to June 30, 2013 is \$4.94 million, based on the price which had been negotiated between VCTC and the former contractor, and approved by VCTC.